

CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, DECEMBER 14, 2023 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

1. **Resolution 2023-14:** A Resolution Amending the Comprehensive Plan to adopt an “Official Corridor Map” as a part of the transportation component/chapter so as to designate land to be reserved for the construction of future or improvement of existing transportation facilities, including streets, highways, bikeways, sidewalks, and multi-use trails. *[Continued from November 20, 2023 meeting] [Second Read]*
2. **Ordinance O-23-05:** An Ordinance Amending the Subdivision and Land Development Ordinance, Article VI, “Access and Design Requirements for Roads,” Section 602, “Conformance to Adopted Major Thoroughfare and Other Plans” to provide reference to a new code section and to provide reference to an official corridor map; and to amend Article IX, “Development Plans and Permits,” to add a new Section 910, “Official Corridor Map.” *[Continued from November 20, 2023 meeting] [Second Read]*

NEW BUSINESS

1. **Final Plat for Twin Lakes, Phase 8:** (Mixed Use Section): KLP Twin Lakes, LLC, Owner. Fronting on State Route 53 and the south side of Twin Lakes Parkway (Map/Parcel 121/007); 20.037 acres including 182 fee-simple townhouse lots/units. Dedication of 3,318 linear feet of roads (3.717 acres) including Burton Drive, Amistad Trail, Pyramid Lane, Trinity Way, and Great Salt Lane; dedication of 3,605 feet of water line and 2,526 feet of sewer line. Zoning: PUD Conditional, Z-18-05.
2. **Final Plat for Twin Lakes, Phases 9B and 10:** KLP Twin Lakes, LLC, Owner, 31.95 acres (Map/Parcel 121/004) fronting on the east and west sides of Crystal Lake Parkway; 90 lots/units; dedication of 3,812 linear feet of roads (4.714 acres) including Crystal Lane, Storm Lane, Gunter Lane, Moosehead Trail, Beulah Drive, and Clear Lake Parkway;

dedication of 4,368 feet of water line and 4,267 feet of sewer line. Zoning: PUD Conditional, Z-18-05.

3. **Final Plat for Twin Lakes, Phase 9C:** KLP Twin Lakes, LLC, Owner, 31.674 acres (Map/Parcel 121/007) and 78 lots/units fronting on Crystal Lake Parkway, Okeechobee Way, Great Salt Lane and Platte Drive; dedication of 7,374 linear feet (4.537 acres) of roads; dedication of pump station, and dedication of 3,838 linear feet of water lines and 3,652 linear feet of sewer lines.
4. **Resolution 2023-023: A Resolution Adopting the Fiscal Year 2024 Budget**
5. **Resolution 2023-026: Line of Credit From Peach State Bank**
6. **Resolution 2023-027: Update to the Personnel Policy**
7. **Resolution 2023-028: Fee Schedule for Copies**
8. **Intergovernmental Agreement with DDA for 69 City Square restaurant building**
9. **Resolution 2023-029: Water Agreement with Barrow County**
10. **Resolution 2023-031: Sewer Agreement with Rocklyn Homes**
11. **Resolution 2023-030: Phase 1B Water Distribution System Improvements**
12. **Disposition of Surplus Property**
13. **2024 Council Meeting Schedule (Discussion Only)**
14. **Discussion of Rental Restrictions**

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)

ADJOURN

Departmental Reports

Police Department Report 12/05/2023

1. **Reports and Citations**- The Police Department has generated right at 2400 incident numbers since January and wrote 38 citations in the month of November.
2. **Court**- We will have court again on February 15th at City Hall.
3. **Employee**- We have hired a new officer! Tal Parden has joined our team and has over 27 years of law enforcement and corrections experience.
4. **Training**- We all completed driver training class that was provided online from the Georgia Public Safety Training Center.



November 2023 Monthly Report

Water

- Daily water route check of connections, water tank and random sample sites
- Daily checks and operations of both city wells
- Daily water sampling
- Weekly well cleanings
- Monthly Meter high usage and non-read meter reading
- Pulled monthly Reporting EPD Samples
- Pulled monthly Bacteriological samples throughout water system
- Replenished Chemicals at both Wells
- Daily utility locates, 269 water/sewer locates for the month of November
- Recorded all daily, weekly, and monthly Data
- Completed and Submitted Monthly Water Reports to EPD
- Had meeting with Barrow County to discuss finalizing the Water Purchase agreement
- Installed 25 new customer Water Meters.
- American Tank Finished up installing the new lights on the Water Towers.
- Worked with Braselton to bypass the West Jackson Connection to test fill the new water tower with no restriction. Test trial showed good results, passed on to EMI for further review.
- Dirt Works completed two of the three final tie-ins for the water main upgrade project.
- Dirt Works Removed old sections of Abandoned lines and fire hydrants
- Last one (HWY 53 @ W.Broad St.) to be scheduled soon.
- Repaired 3 water service line leaks
- Repaired water leak on Deer Ridge which involved cutting up the road. Leak repaired and added 4 Tons of asphalt back.
- Had New tracks installed on Excavator.

- Had Meeting with Kroger Development in reference to water and sewer
- Had meeting with Rocklyn Homes (Kenerly Property) in reference to water and sewer.
- Redone Chemical Feed Line at White Street Well.
- Performed maintenance on trucks

Wastewater

- Daily Plant check of equipment and processes
- Daily sampling and testing of plant Effluent
- Daily Instrument calibrations
- Daily lab equipment temperature checks
- Weekly process control lab work
- Weekly Automatic samplers turned on and checked
- Pulled Weekly permit samples
- Performed weekly permit Lab testing
- Recorded all daily, weekly, and monthly Data
- Performed Maintenance on Dewatering Belt Press
- Performed Weekly and monthly Maintenance on Clarifiers
- Performed Weekly Sewer pump station and generator check
- Ran Belt Press weekly to remove excess solids in Plant
- Weekly Washdown and cleaning of tanks, troughs, and filter
- Daily utility locates, 269 water/sewer locates for the month of November
- Completed and Submitted Monthly Wastewater Report (DMR) to EPD
- Performed maintenance on trucks
- Skyline tied in the two Twin Lakes Sewer forcemains. (tied together via two swing check valves to create one common forcemain to plant.)
- Changed gear oil in both clarifiers at WWTP
- Changed Gear oil in Sludge pump at WWTP
- Changed Gear oil in gear boxes on Belt Press machine
- Had Process Worx re-scale Pond flow meter
- Jetted Sewer service on East Broad street.
- Had two Grinder pump repairs made (Panther court and West Jefferson st)
- Verified Vacuum testing on manholes in Cresswinds phase 5
- Cleaned Rags and Grease from Brighton Park Lift Station
- Ran Camera in twin lakes forcemain to identify leak.
- Had several empty chemical drums removed from WWTP

Building Department Activity Report-November 2023

A. Building department activity

a. Permits Issued

- i. August - 22 Res. Building / 21 Miscellaneous
- ii. September - 52 Res. Building / 9 Miscellaneous
- iii. October - 37 Res. Building / 2 Miscellaneous
- iv. November - 12 Res. Building / 9 Miscellaneous
- v. 2023 YTD – 477 Res. Building / 103 Misc.

b. Inspection Activity

i. August Total Inspections

1. Building Inspections – 334
2. Water Meter Install Inspections – 33

c. Commercial Permit Activity - YTD Permits - 11

1. Publix active construction
2. Publix rental units (8 unit) Active
3. Hoschton Storage in review

OLD BUSINESS

ITEM #1

RESOLUTION 2023-14: Corridor Map

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2023-14

A RESOLUTION AMENDING THE COMPREHENSIVE PLAN TO ADOPT AN “OFFICIAL CORRIDOR MAP” AS A PART OF THE TRANSPORTATION COMPONENT/CHAPTER SO AS TO DESIGNATE LAND TO BE RESERVED FOR THE CONSTRUCTION OF FUTURE OR IMPROVEMENT OF EXISTING TRANSPORTATION FACILITIES, INCLUDING STREETS, HIGHWAYS, BIKEWAYS, SIDEWALKS, AND MULTI-USE TRAILS.

WHEREAS; The City of Hoschton has prepared an amendment to its comprehensive plan; and

WHEREAS; The City of Hoschton City Council has conducted a public hearing on the proposed amendment to the comprehensive plan; and

WHEREAS; The city is authorized to adopt an amendment to the comprehensive plan when it determines it is appropriate to do so; and

WHEREAS; Advance review by the Northeast Georgia Regional Commission and Georgia Department of Community Affairs of a comprehensive plan amendment is not required;

Now, Therefore, It Is Hereby RESOLVED As Follows:

1.

The attached amendment to the comprehensive plan to include an official corridor map (maps) and explanatory text is hereby adopted and shall be included in the transportation element of the comprehensive plan.

2.

The city clerk shall transmit a copy of this approved resolution and the comprehensive plan amendment to the Northeast Georgia Regional Commission.

So RESOLVED, this the 18th day of December, 2023.

Debbie Martin, Mayor

Resolution 23-14 Comprehensive Plan Amendment

ATTEST:

Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

**ATTACHMENT TO RESOLUTION 2023-14
AMENDMENT TO HOSCHTON COMPREHENSIVE PLAN
TO ADOPT AN OFFICIAL CORRIDOR MAP**

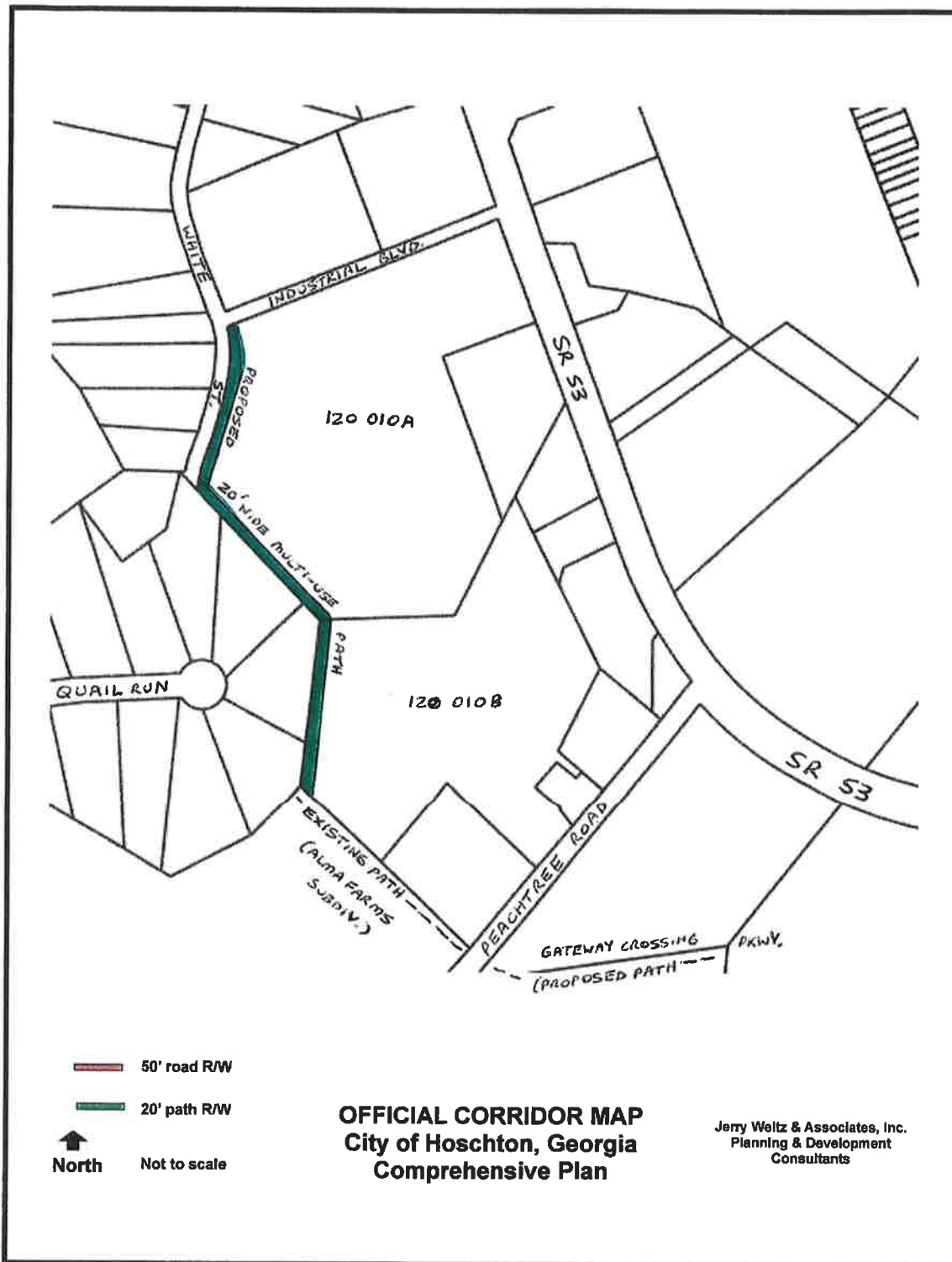
“OFFICIAL CORRIDOR MAP

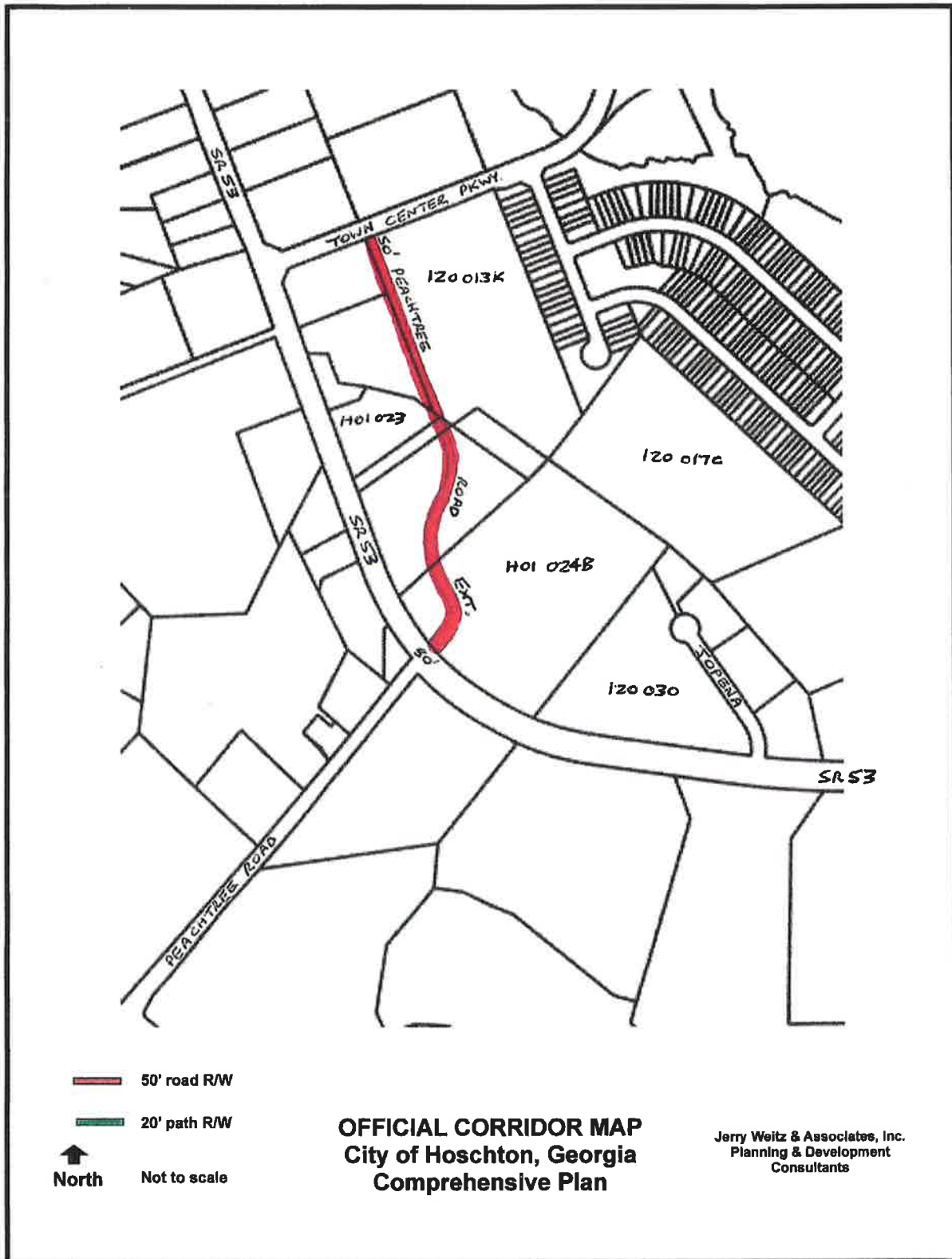
An official corridor map is a growth management technique that seeks to reserve ways for future road connections and multi-use paths needed as development occurs. The technique has its origins in Georgia going back to the planning and zoning enabling act of 1957, and the technique has been utilized since at least the 1920s, though it is not that well known. Modern, model enabling statutes were developed by the American Planning Association in its legislative guidebook in the 2000s to utilize this tool.

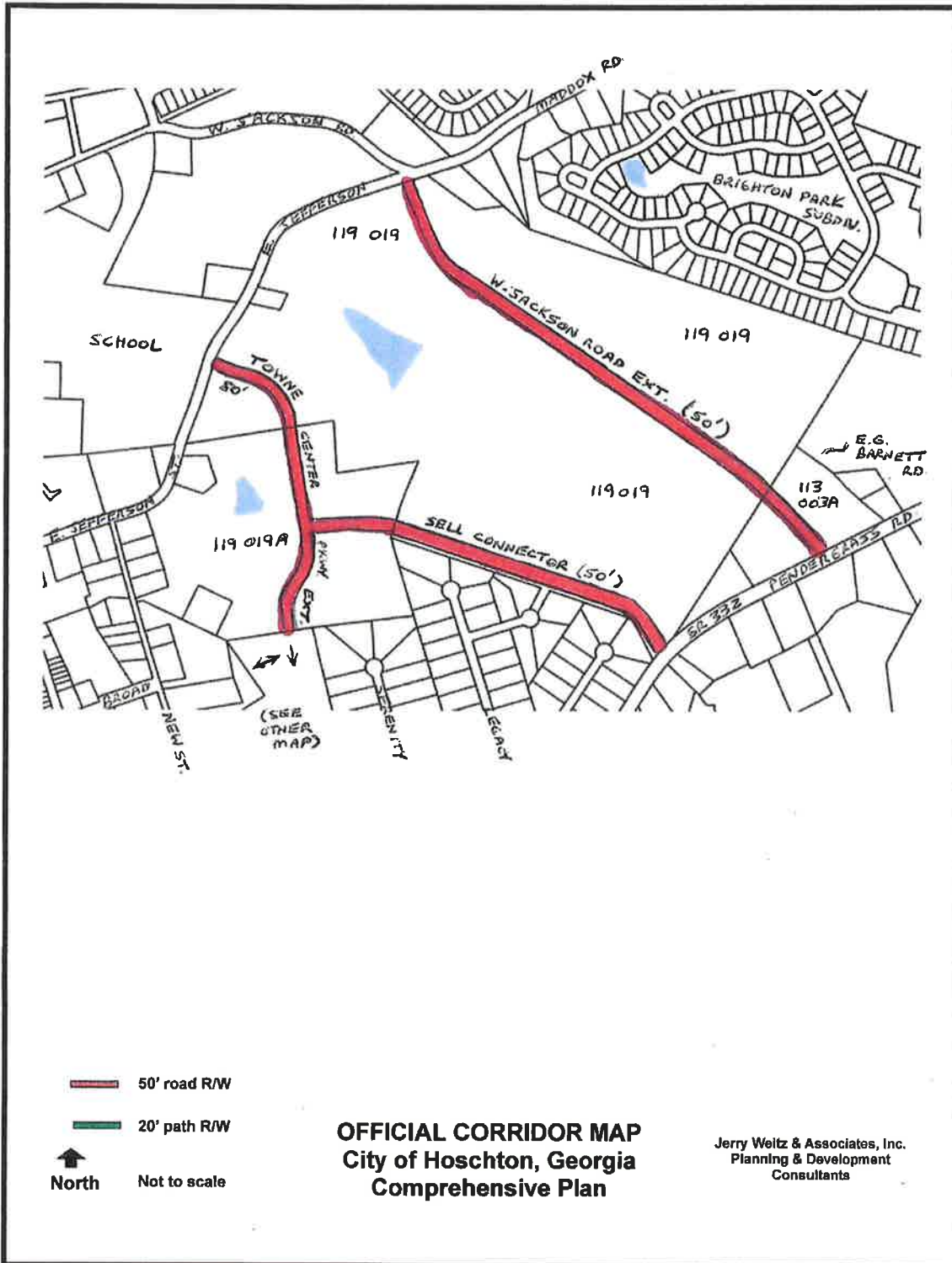
A corridor map establishes point-to-point pathways through certain undeveloped lands where road connectivity is needed. In this sense, it is a precursor to a road or thoroughfare plan. A set of regulations is needed to implement the corridor map including, most importantly, the requirement for private development to “reserve” a road corridor of specified width and preventing issuance of a development permit for development in the reserved corridor until the property owner negotiates with the city for the donation, purchase, or acquisition of the road right of way. Also, the general intent is to explore potential at the time of rezoning, preliminary subdivision or development for the developer to participate in constructing the road. It is not an outright mandate to construct the road at owner/developer cost, but that may be negotiated. The city may participate in funding road (system) improvements called for in the corridor map, as may be negotiated, which would be appropriate in the case of so-called “system” improvements.

The need for this tool in Hoschton is imminent. It is beneficial that this corridor map and implementing regulations follow immediately, given rezoning proposals pending and in the pre-application stage east of SR 53 and elsewhere. The corridor map can be amended as needed to include other road corridor proposals. The regulations are proposed to be included in the subdivision and land development regulations of the city.

The official corridor map, which consists of three separate maps, is shown on the following pages.







OLD BUSINESS

ITEM #2

ORDINANCE 0-23-05: Corridor Map

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE O-23-05

AN ORDINANCE AMENDING THE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE ADOPTED APRIL 4, 2016, AS MOST RECENTLY AMENDED NOVEMBER 21, 2022, TO AMEND ARTICLE VI, "ACCESS AND DESIGN REQUIREMENTS FOR ROADS," SECTION 602, "CONFORMANCE TO ADOPTED MAJOR THOROUGHFARE AND OTHER PLANS" TO PROVIDE REFERENCE TO A NEW CODE SECTION; TO PROVIDE REFERENCE TO AN OFFICIAL CORRIDOR MAP; AND TO AMEND ARTICLE IX, "DEVELOPMENT PLANS AND PERMITS," TO ADD A NEW SECTION 910, "OFFICIAL CORRIDOR MAP." TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The Hoschton City Council desires to amend the Hoschton Subdivision and Land Development Ordinance to add provisions regarding adoption of an Official Corridor Map to reserve future road right of ways necessitated by new development; and

WHEREAS, The city's comprehensive plan was amended December 18, 2023, to include an "official corridor map" and explanatory matter reserving future rights of ways for roads and multi-use paths;

WHEREAS, Written notice of this proposed ordinance was sent to property owners of record with land showing a reservation of right of way on the Official Corridor Map, along with a copy of a draft of this ordinance for review and comment; and

WHEREAS, city staff provided a public information and comment opportunity on this proposed ordinance, to present the proposed ordinance and allow for public comments prior to the public hearing before City Council; and

WHEREAS, The City Council conducted a public hearing on this matter; and

WHEREAS, The City Council finds that it is necessary and in the public health, safety, welfare, and general interests of the city to amend the subdivision and land development ordinance;

Now, therefore, the City Council of Hoschton hereby ORDAINS as follows:

Section 1.

The City of Hoschton subdivision and land development ordinance, Article VI, "Access and Design Requirements for Roads," Section 602, "Conformance to Adopted Major Thoroughfare and Other Plans, is retitled and amended to read as follows:

"Sec. 602. Conformance to Adopted Major Thoroughfare, Official Corridor Map and Other Plans.

- (a) All roads, multi-use paths, and other features of the adopted comprehensive plan shall be shown as reserved land on preliminary plats, when required, and development plans by the subdivider or developer ~~platted by the subdivider~~ in the location and, if any, to the dimensions indicated in the transportation element of the comprehensive

plan, official corridor map, or other transportation plan applicable in the city, **as more specifically provided in Section 910 of this ordinance.**

- (b) Any subdivision or land development with property fronting on an existing city or county public road or state highway may be required to provide road improvements to bring the road or highway up to applicable standards and to handle the traffic generated by the subdivision or land development.”

Section 2.

The City of Hoschton subdivision and land development ordinance, Article IX, “Development Plans and Permits,” is amended to add a new Section 910, “Official Corridor Map” as follows:

Section 910. Official corridor map.

- (a) **Purpose and intent. The purpose of an official corridor map is to implement the city’s comprehensive plan, by reserving land needed for future transportation facilities identified in the comprehensive plan. The corridor map is intended to provide a basis for coordinating the provision of transportation facilities with new development by designating corridors of future right of way where the construction and improvement of transportation facilities is expected. The official corridor map is also intended to restrict the construction or expansion of permanent structures in the intended right-of-way of planned transportation facilities as indicated on a corridor map, at least until a determination is made by the city concerning the proposed transportation facility.**
- (b) **Definitions.**
- 1. Official corridor map: A map or maps adopted by the city, which designates land to be reserved for the construction of future transportation facilities or improvement of existing transportation facilities. The corridor map establishes the width and location of corridors but also provides flexibility in planning the design, location, and width of a transportation facility.**
 - 2. Reserved land: Land shown on the corridor map as “reserved.”**
 - 3. Transportation facilities: Streets, highways, bikeways, sidewalks, and multi-use paths.**
- (c) **Prerequisites to adoption of an official corridor map or the subsequent inclusion of reserved land on said map. No official corridor map shall be adopted, and no such map shall be amended to include a land reservation, until and unless the requirements of this subsection are met to ensure procedural due process:**
- 1. At least fifteen (15) days before the public hearing, the city shall notify the public of the date, time, place, and nature of the public hearing by publication in a newspaper of general circulation in the territory of the local government.**
 - 2. The city shall notify all owners of record according to the Jackson County tax assessor of parcels of land that include proposed reserved land of the date,**

- time, place, and nature of the public hearing by mail at least fifteen (15) days before the public hearing.
3. The Hoschton City Council shall hold a public hearing(s) at the date, time, and place advertised, and afford all interested individuals the opportunity to be heard concerning the proposed official corridor map.
- (d) Adoption. That map, or maps, titled "Official Corridor Map for the City of Hoschton," as contained in the adopted comprehensive plan of the City of Hoschton and which is attached to and made a part of this section, is hereby adopted for purposes of subdivision platting, development permitting, and land use regulation in the City of Hoschton.
- (e) Reservation of land. The areas shown on the official corridor map as "future road right of way" and "future multi-use path" shall be interpreted as "reserved land" as defined in this ordinance and shall be shown as such on preliminary plats, if applicable, and on development plans, and final plats (if applicable) in a manner consistent with this section.
- (f) Width of reservation.
1. Unless otherwise specifically shown on the official corridor map, the required right of way width for a future road right of way shall be fifty (50) feet, and the required right of way width for a future multi-use path shall be twenty (20) feet.
 2. If a road right of way width of greater than fifty (50) feet is specified on the official corridor map, the city may authorize a reduction of the required future road right of way width to fifty (50) feet, depending upon evaluation of traffic and travel impacts of the proposed subdivision or land development.
 3. Where a future road right of way intersects with an existing road right of way such as a state route, the width of said reservation may be required by the city to be increased to eighty (80) feet to accommodate road intersection turning lanes.
 4. The city may authorize a reduction of the required future road right of way width or future multi-use path right of way width reservation on a given parcel of land by one-half (i.e., to 25 feet and 10 feet, respectively), if the subdivider/ developer owns abutting property or if there is a formal legal arrangement by an abutting property owner to reserve one-half the width of the proposed right of way or multi-use path right of way. The intent of this provision is to allow one reservation at the specified width to occur that will traverse a common property line to the benefit of properties along both sides of the proposed reservation.
- (g) Location of reservation. In the case of a future right of way shown on the official corridor map, the City of Hoschton shall consider and may approve an alternative alignment proposed by the subdivider or developer on the same parcel of land as is proposed for subdivision and/or development that accomplishes the same point-to-point interparcel connectivity at the specified width. This provision is

intended to offer flexibility to the subdivider or developer to plan the site with the reserved road right of way in a way that optimizes the site plan's design and/or to account for the possible need to modify the location given existing topographic, riparian, or other environmental or field conditions.

- (h) Permitting restriction. The city shall not issue any permit pertaining to land use, zoning or development on land regulated by this section except pursuant to the procedures of and in compliance with this section. This section does not forbid or restrict the use of any reserved land that does not constitute the development of that land, nor does this section forbid or restrict development on the unreserved portion of any tract or parcel that contains reserved land as shown on the official corridor map.
- (i) Preliminary plat or development permit required. An owner of reserved land who proposes to subdivide reserved land shall apply for a preliminary plat. An owner of reserved land who proposes to develop reserved land shall apply for a development permit. It shall be unlawful to subdivide or develop land shown as reserved on the official corridor map without securing a preliminary plat and/or development permit as required by this section.
- (j) Public hearing and notice for preliminary plat or development permit involving reserved land. Upon receiving an application for a preliminary plat, if subdivision is required, or a development permit if subdivision is not proposed, involving reserved land as shown on the official corridor map, the city shall arrange for the application to be scheduled for public hearing by the Hoschton City Council. The applicant shall be notified in writing of the date, time, and place of the hearing, by written mail, personal service, or electronic mail, at least fifteen (15) days prior to the public hearing. The public shall be given notice of the date, time, place, and nature of the hearing by publication in a newspaper of general circulation in the territory of the local government with jurisdiction at least fifteen (15) days prior to the public hearing. The applicant shall, at the hearing, have an opportunity, personally or through counsel, to present evidence and argument in support of his or her application.
- (k) Action. Following the public hearing, the Hoschton City Council may take one of the following actions:
 - 1. Approve the preliminary plat or development permit as proposed, with or without conditions, modify the mapped corridor to remove all or part of the reserved land from the mapped corridor, and issue with or without conditions the preliminary plat authorizing preliminary subdivision or issue a development permit authorizing development on the land removed from the mapped corridor.
 - 2. Modify the proposed preliminary plat or development permit application and issue it for development as modified, with or without conditions, if the development can reasonably be accomplished on the subject parcel without encroaching on the reserved land.

3. Delay action on the development permit for a defined period of time not to exceed ninety (90) days for the purpose of any of the following: negotiating with the property owner for the purchase of all or a part of the reserved land by the city; acquiring the reserved land from the developer voluntarily; acquiring a negative easement over the reserved land that prevents the property owner from building on the reserved land; or taking the reserved land through eminent domain and the payment of just compensation.
- (l) Council authority and action. After considering the preliminary plat or development permit with reserved land pursuant to this section, the Hoschton City Council may, but shall not be obligated to, negotiate for the voluntary dedication of the land, enter into option to purchase, or it may initiate condemnation proceedings subject to applicable state laws and use its powers of eminent domain. If the Hoschton City Council delays action on the preliminary plat or development permit with reserved land as provided by this section. and the Hoschton City Council fails to arrange for the legal acquisition of all or a part of the reserved land within the specified time period which shall not exceed ninety (90) days, then the city shall approve the preliminary plat or the development permit, as the case may be, with or without conditions, or in the absence of such approval, the preliminary plat or development permit as the case may be shall be deemed approved as submitted.”

Section 3.

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

Section 4.

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 5.

This ordinance shall become effective immediately upon its adoption.

So ORDAINED, this 18th day of December, 2023.

Debbie Martin, Mayor

Ordinance O-2023-05

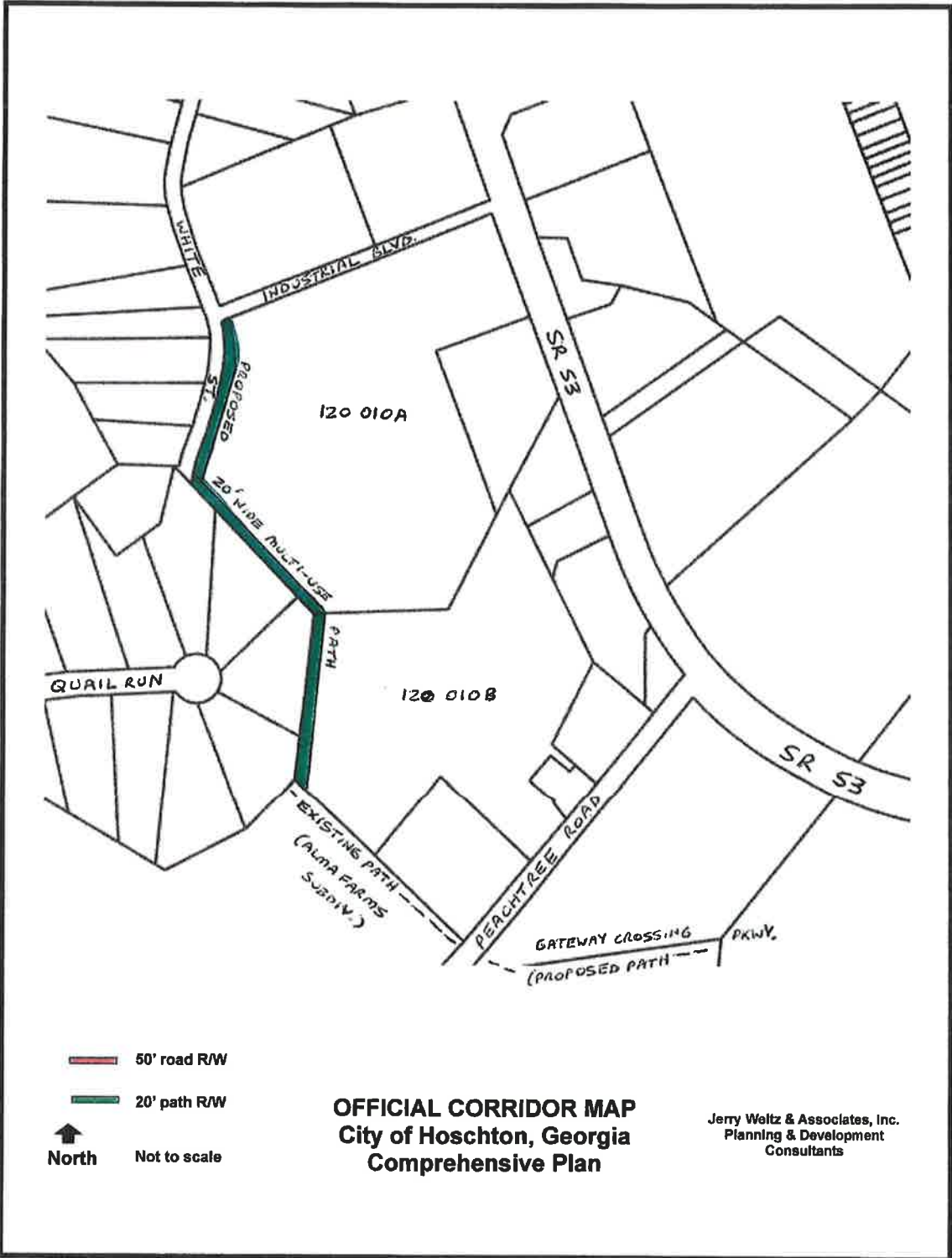
This is to certify that I am City Clerk of the City of Hoschton. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this ordinance was adopted as stated and will be recorded in the official minutes.

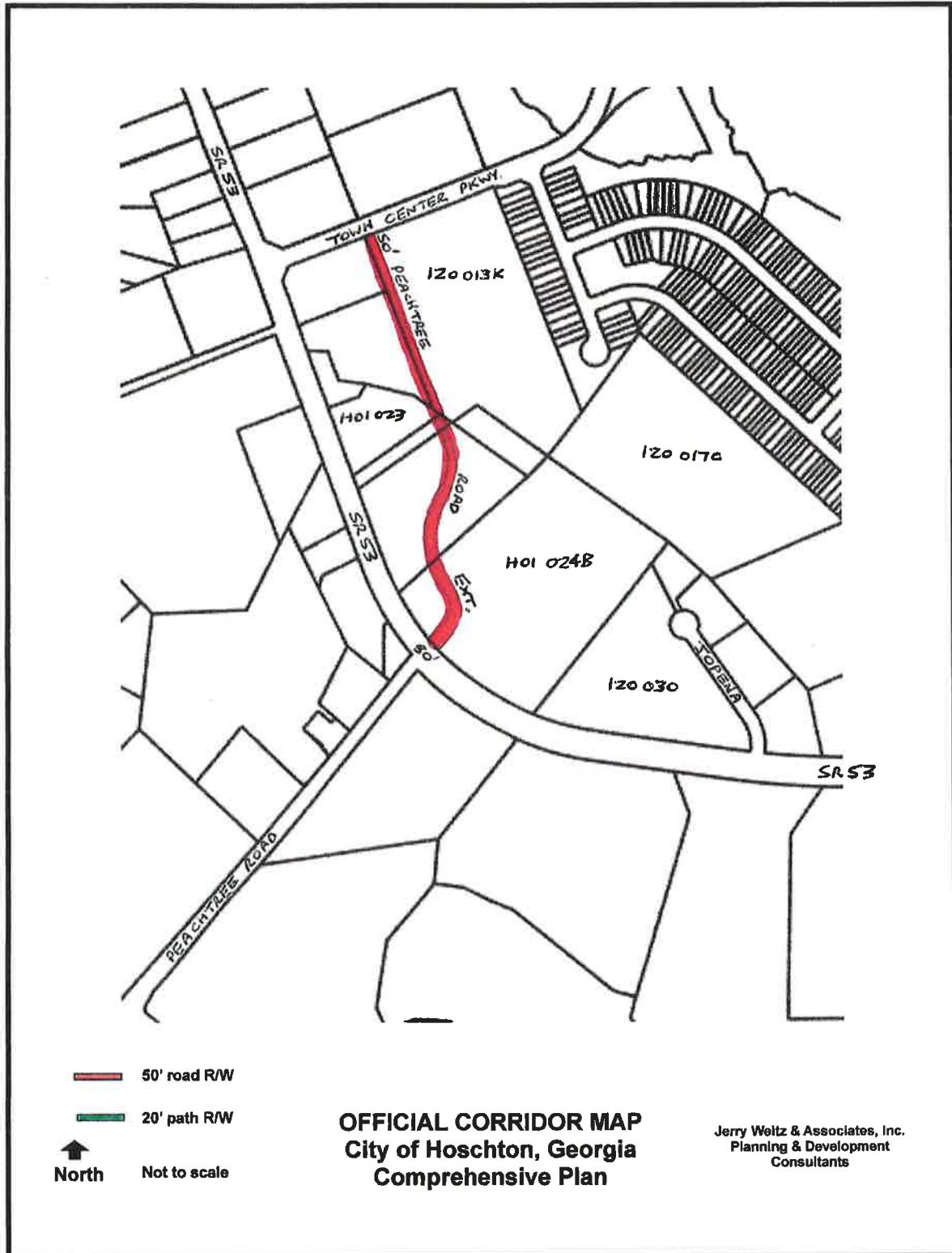
ATTEST:

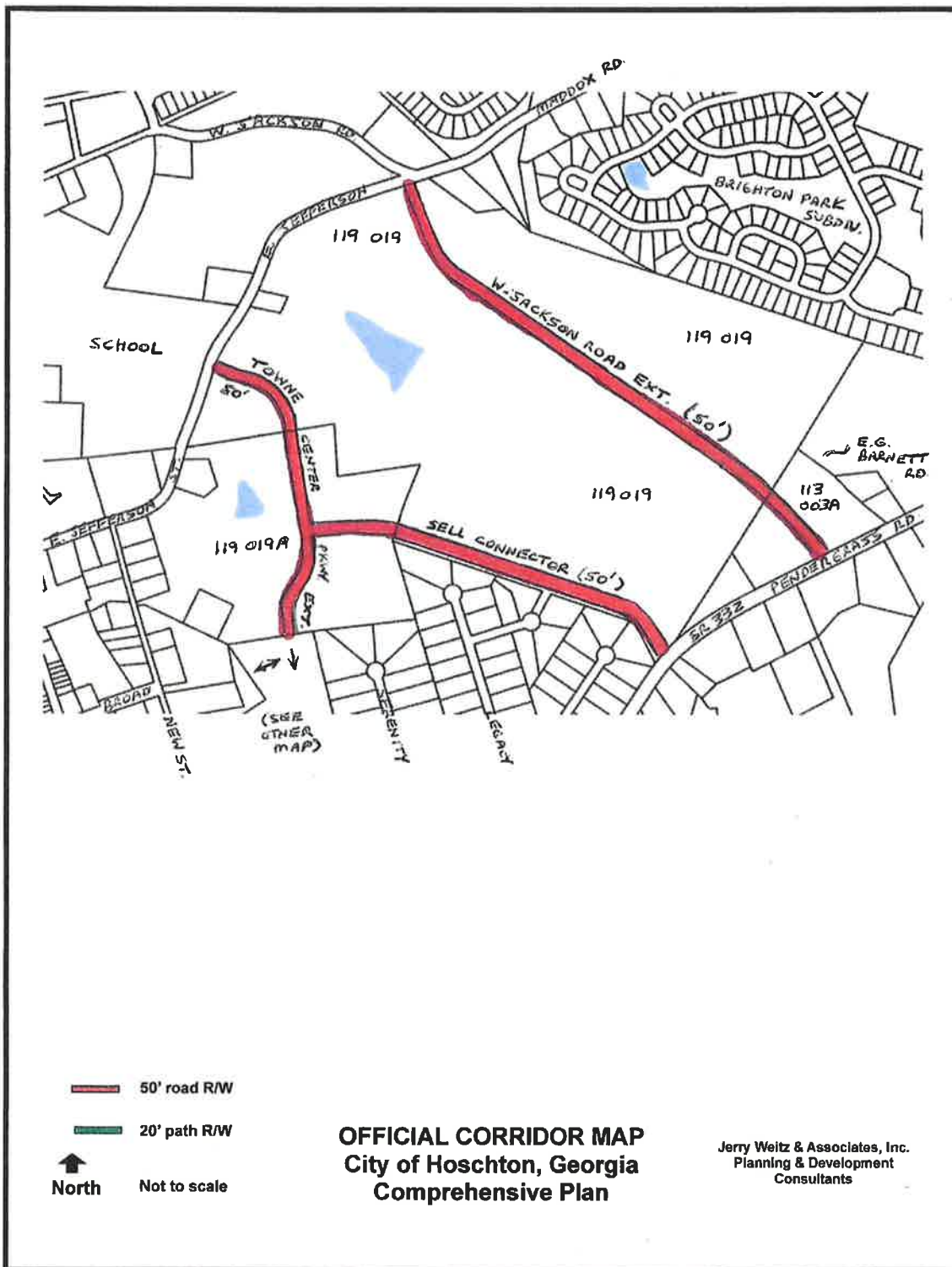
Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney







NEW BUSINESS

ITEM #1

Final Plat for Twin Lakes, Phase 8



Jerry Weitz & Associates, Inc. Planning & Development Consultants

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

Growth Management
Comprehensive Planning
Zoning & Land Use Regulations
Land Development Applications
Expert Testimony
Zoning Administration

MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

DATE: December 7, 2023

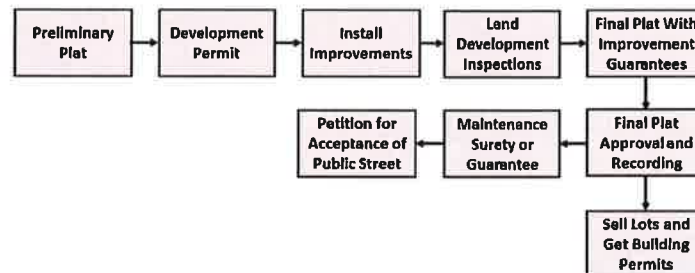
RE: **Hoschton City Council December 14, 2023, Agenda Item. Final Plat for Twin Lakes, Phase 8: (Mixed Use Section):** KLP Twin Lakes, LLC, Owner. Fronting on State Route 53 and the south side of Twin Lakes Parkway: 20.037 acres including 182 fee-simple townhouse lots/units. dedication of 3,318 linear feet of roads (3.717 acres) including Burton Drive, Amistad Trail, Pyramid Lane, Trinity Way, and Great Salt Lane; dedication of 3,605 feet of water line and 2,526 feet of sewer line. Map/Parcel 121/007. Zoning: PUD Conditional, Z-18-05.

PROCESS OVERVIEW

A final plat for a major subdivision is required to be approved by City Council (Reference: Sec. 303 subdivision and land development ordinance).

Requested/ recommended action: Approval of final plat.

A vote of approval authorizes the mayor to sign the plat and formally accepts the water and sewer lines. Approval of the final plat also accepts the aforementioned streets as public dedications but does not accept the streets for maintenance (a step which comes later, see below). A preliminary plat was previously approved by the City Council. Land disturbance and development plans were previously approved by the planning and zoning department.



**Overview of the Subdivision and Development Process
(With Public Street or Public Improvement)**

Source: Sec. 306, Subdivision and Land Development Ordinance

CRITERIA AND FINDINGS FOR FINAL PLAT APPROVAL

Final plat approval shall be granted if the following criteria are met (Reference: Sec. 1004 Subdivision and Land Development Ordinance). Staff findings relative to these criteria follow.

Criterion: A preliminary plat of the proposed subdivision, if required, has been previously approved by the Hoschton City Council.

Finding: A preliminary plat was submitted and approved.

Criteria: Where new improvements are involved in the subdivision, development plans have been approved by the Zoning Administrator, all improvements have been installed, improvements have been inspected by the Zoning Administrator and/or City Engineer, and subdivision improvement guarantees as required by this Ordinance have been submitted. A complete final plat application has been submitted, including all supporting materials required by this Ordinance for final plats.

Finding: Development plans were previously reviewed and approved. These requirements have been met. See the table below for specific status and notes.

Status/ disposition	Submission Required	Notes
Received	Application and Application fee	Application dated 10/11/23; \$5,221.30 application fee confirmed receipt 10/16/23
Submit	Copies of final plat;	Graphic attached
Complete	City Engineer Review and approval including as-built drawings	EMI approval memo 11/8/23
Complete	Field inspection by Land Development Inspector/ Public Works Director	Verbal ok by Joe Hayes
n/a	External agency review obtained if required	Not applicable
In process	Submission to City Engineer of electronic files for as-builts	Subject to confirmation prior to release for recording
Confirm	Street signs, traffic signs, and pavement markings installed/completed	Subject to confirmation
Complete	Receipt for payment of street lights	Ga. Power Co. for Phases 8, 9, and 10
Complete	Homeowner's association created; documents reviewed	Previously completed for Twin Lakes as a whole
Received	Subdivision improvement guarantee: Maintenance bond for public improvements	12 months; 50% of cost of improvements (\$788,004.89)
Received	Confirmation 3 rd party inspection of streets for asphalt thickness, density, compaction	Dated 11/14/23, By Fairbanks Engineering Co for Phase 8

Criterion: The final plat meets all applicable requirements of this Ordinance.

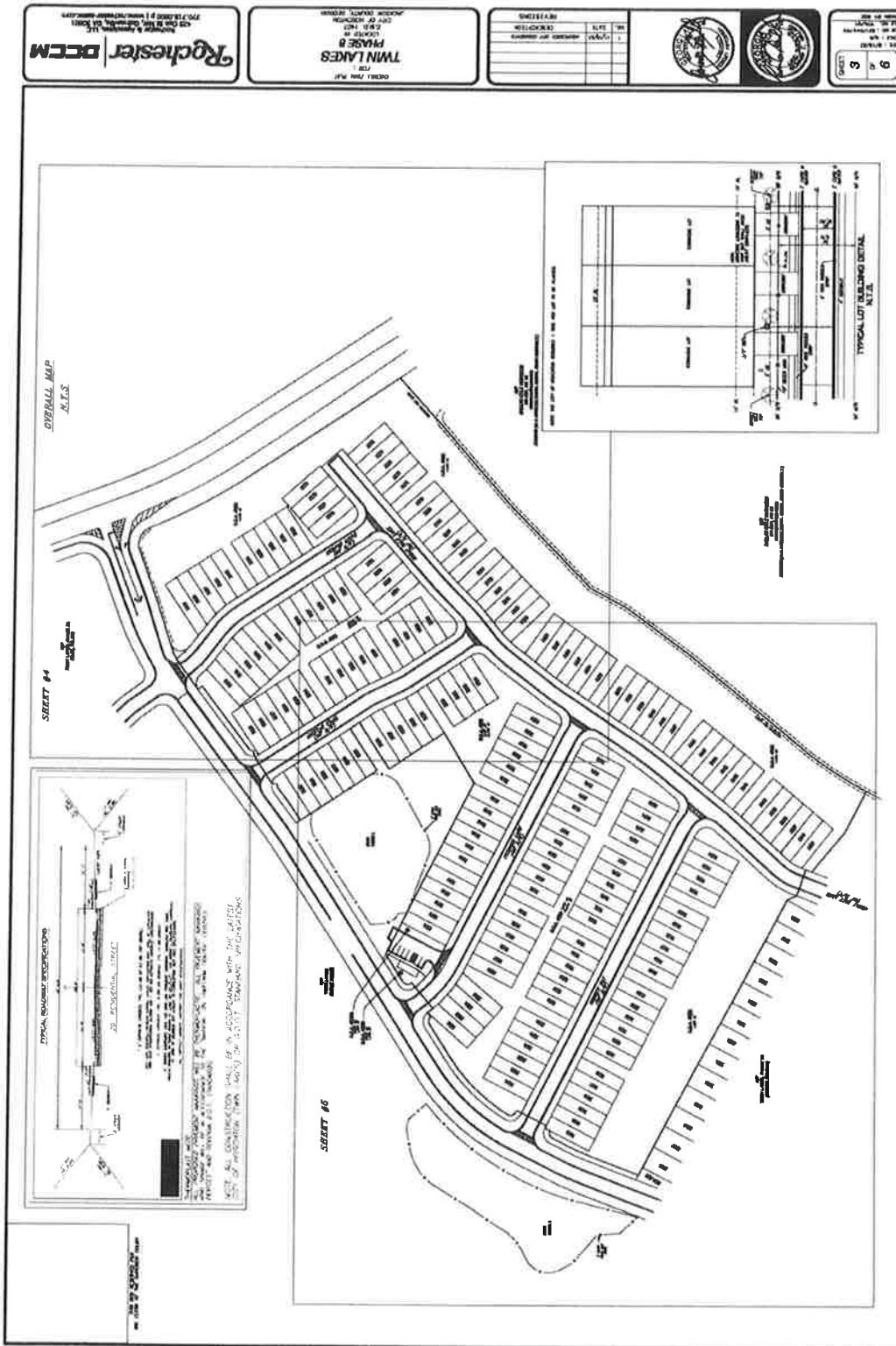
Finding: Separate reviews by the consulting city planner and city engineer have been completed and the final plat is recommended for approval by both review agents.

CONCLUSION

Having satisfied applicable requirements and being consistent with criteria for the granting of final plats for major subdivisions, Consulting City Planner recommends approval.

Attachment (plat images)

Memo to City Council, Twin Lakes Phase 8 Final Plat



NEW BUSINESS

ITEM #2

Final Plat for Twin Lakes, Phases 9B and 10



Jerry Weitz & Associates, Inc. Planning & Development Consultants

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

Growth Management
Comprehensive Planning
Zoning & Land Use Regulations
Land Development Applications
Expert Testimony
Zoning Administration

MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

DATE: December 7, 2023

RE: **Hoschton City Council December 14, 2023, Agenda Item. Final Plat for Twin Lakes, Phases 9B and 10:** KLP Twin Lakes, LLC, Owner, 31.95 acres (Map/Parcel 121/004) fronting on the east and west sides of Crystal Lake Parkway; 90 lots/units; dedication of 3,812 linear feet of roads (4.714 acres) including Crystal Lane, Storm Lane, Gunter Lane, Moosehead Trail, Beulah Drive, and Clear Lake Parkway; dedication of 4,368 feet of water line and 4,267 feet of sewer line. Zoning: PUD Conditional, Z-18-05.

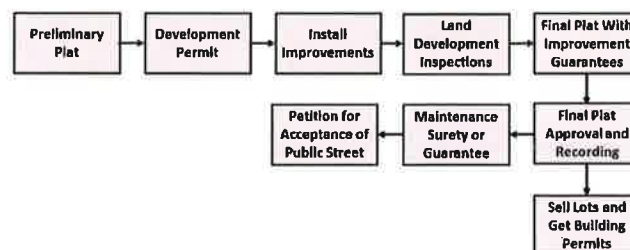
The above-referenced item has been approved for the above-referenced work session agenda.

PROCESS OVERVIEW

A final plat for a major subdivision is required to be approved by City Council (Reference: Sec. 303 subdivision and land development ordinance).

Requested/ recommended action: Approval of final plat.

A vote of approval authorizes the mayor to sign the plat and formally accepts the water and sewer lines. Approval of the final plat also accepts the aforementioned streets as public dedications but does not accept the streets for maintenance (a step which comes later, see below). A preliminary plat was previously approved by the City Council. Land disturbance and development plans were previously approved by the planning and zoning department.



Overview of the Subdivision and Development Process
(With Public Street or Public Improvement)

Source: Sec. 306, Subdivision and Land Development Ordinance

CRITERIA AND FINDINGS FOR FINAL PLAT APPROVAL

Final plat approval shall be granted if the following criteria are met (Reference: Sec. 1004 Subdivision and Land Development Ordinance). Staff findings relative to these criteria follow.

Criterion: A preliminary plat of the proposed subdivision, if required, has been previously approved by the Hoschton City Council.

Finding: A preliminary plat was submitted and approved.

Criteria: Where new improvements are involved in the subdivision, development plans have been approved by the Zoning Administrator, all improvements have been installed, improvements have been inspected by the Zoning Administrator and/or City Engineer, and subdivision improvement guarantees as required by this Ordinance have been submitted. A complete final plat application has been submitted, including all supporting materials required by this Ordinance for final plats.

Finding: Development plans were previously reviewed and approved. These requirements have been met. See the table below for specific status and notes.

Status/ disposition	Submission Required	Notes
	Application fee	Confirm amount and copy payment (check) (\$5,221)
Submit	Copies of final plat; pdf copy	Included (overall image)
Complete	City Engineer Review and approval including as-built drawings	EMI approval memo 11/08/23
Complete	Field inspection by Land Development Inspector/ Public Works Director	Verbal ok by Joe Hayes
n/a	External agency review obtained if required	Not applicable
In process	Submission to City Engineer of electronic files for as-builts	Subject to confirmation prior to release for recording
Confirm	Street signs, traffic signs, and pavement markings installed/completed	Subject to confirmation
Complete	Receipt for payment of street lights	Ga. Power Co. for Phases 8, 9, and 10
Complete	Homeowner's association created; documents reviewed	Previously completed for Twin Lakes as a whole
Received	Subdivision improvement guarantee: Maintenance bond for public improvements	12 months; 50% of cost of improvements \$1,439,158.45
Received	Confirmation 3 rd party inspection of streets for asphalt thickness, density, compaction	Dated 11/14/23, By Fairbanks Engineering Co for Phase 9B and Phase 10 (base only)

Criterion: The final plat meets all applicable requirements of this Ordinance.

Finding: Separate reviews by the consulting city planner and city engineer have been completed and the final plat is recommended for approval by both review agents.

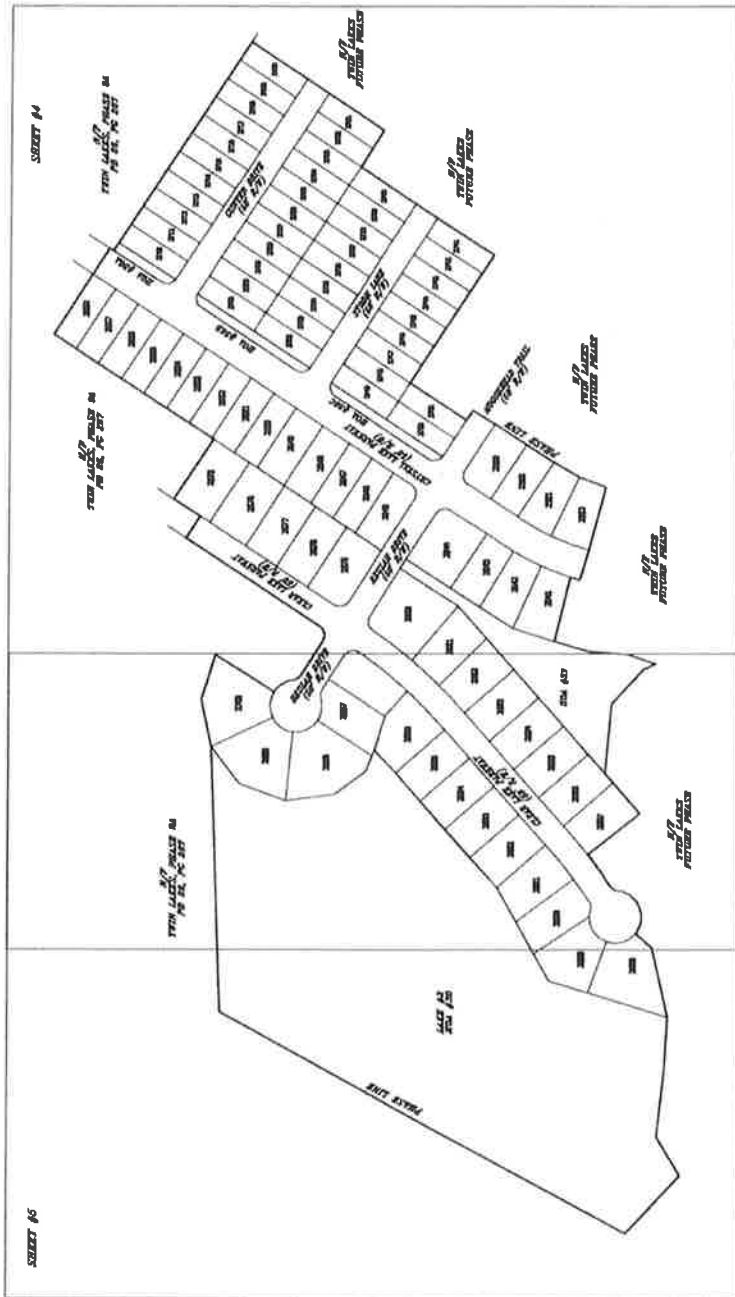
CONCLUSION

Having satisfied applicable requirements and being consistent with criteria for the granting of final plats for major subdivisions, Consulting City Planner recommends approval.

Attachment (plat image)

Memo to City Council, Twin Lakes Phase 9B & 10 Final Plat

	TWIN LAKES PHASE 9B & 10 1234 DEVELOPER: JACKSON COUNTY, MICHIGAN CITY OF JACKSON, MICHIGAN C.D.A. 1407 123456789	 



NEW BUSINESS

ITEM #3

Final Plat for Twin Lakes, Phase 9C



Jerry Weitz & Associates, Inc. Planning & Development Consultants

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

Growth Management
Comprehensive Planning
Zoning & Land Use Regulations
Land Development Applications
Expert Testimony
Zoning Administration

MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

DATE: December 7, 2023

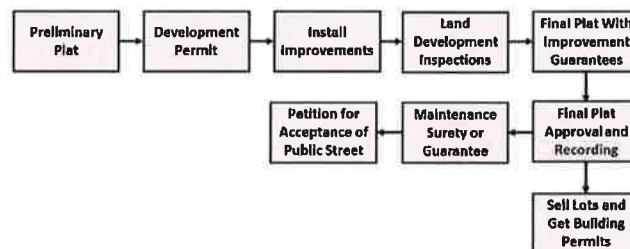
RE: **Hoschton City Council December 14, 2023, Agenda Item. Final Plat for Twin Lakes, Phase 9C Final Plat for Twin Lakes, Phase 9C:** KLP Twin Lakes, LLC, Owner, 31.674 acres (Map/Parcel 121/007) and 78 lots/units fronting on Crystal Lake Parkway, Okeechobee Way, Great Salt Lane and Platte Drive; dedication of 7,374 linear feet (4.537 acres) of roads; dedication of pump station, and dedication of 3,838 linear feet of water lines and 3,652 linear feet of sewer lines.

PROCESS OVERVIEW

A final plat for a major subdivision is required to be approved by City Council (Reference: Sec. 303 subdivision and land development ordinance).

Requested/ recommended action: Approval of final plat.

A vote of approval authorizes the mayor to sign the plat and formally accepts the water and sewer lines. Approval of the final plat also accepts the aforementioned streets as public dedications but does not accept the streets for maintenance (a step which comes later, see below). A preliminary plat was previously approved by the City Council. Land disturbance and development plans were previously approved by the planning and zoning department.



Overview of the Subdivision and Development Process
(With Public Street or Public Improvement)

Source: Sec. 306, Subdivision and Land Development Ordinance

CRITERIA AND FINDINGS FOR FINAL PLAT APPROVAL

Final plat approval shall be granted if the following criteria are met (Reference: Sec. 1004 Subdivision and Land Development Ordinance). Staff findings relative to these criteria follow.

Criterion: A preliminary plat of the proposed subdivision, if required, has been previously approved by the Hoschton City Council.

Finding: A preliminary plat was submitted and approved.

Criteria: Where new improvements are involved in the subdivision, development plans have been approved by the Zoning Administrator, all improvements have been installed, improvements have been inspected by the Zoning Administrator and/or City Engineer, and subdivision improvement guarantees as required by this Ordinance have been submitted. A complete final plat application has been submitted, including all supporting materials required by this Ordinance for final plats.



Finding: Development plans were previously reviewed and approved. These requirements have been met. See the table below for specific status and notes.

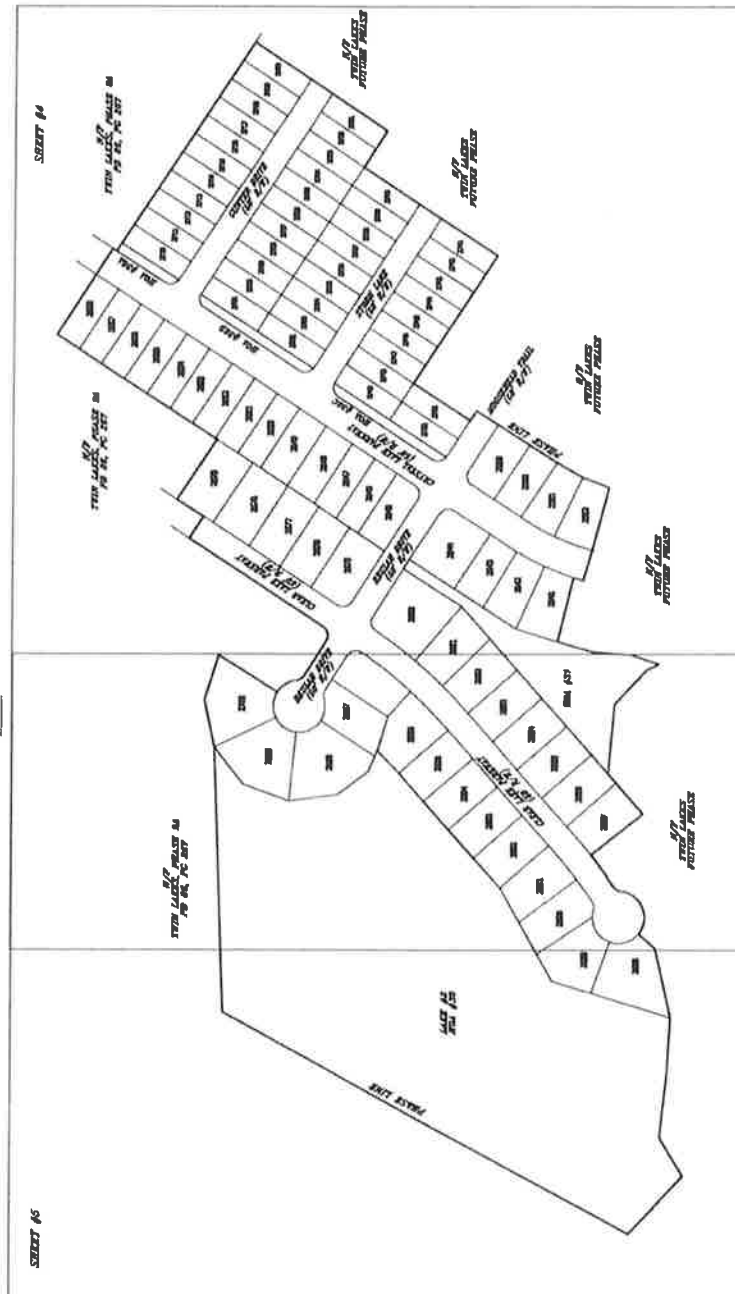
Status/ disposition	Submission Required	Notes
	Application fee	Confirm amount and copy payment (check) (\$4,588.59)
Submit	Copies of final plat; pdf copy	Included (overall image)
Complete	City Engineer Review and approval including as-built drawings	EMI approval memo pending
Complete	Field inspection by Land Development Inspector/ Public Works Director	Verbal ok by Joe Hayes
n/a	External agency review obtained if required	Not applicable
In process	Submission to City Engineer of electronic files for as-builts	Subject to confirmation prior to release for recording
Confirm	Street signs, traffic signs, and pavement markings installed/completed	Subject to confirmation
Complete	Receipt for payment of street lights	Ga. Power Co. for Phases 8, 9, and 10
Complete	Homeowner's association created; documents reviewed	Previously completed for Twin Lakes as a whole
Received	Subdivision improvement guarantee: Maintenance bond for public improvements	12 months; 50% of cost of improvements \$708,363
Received	Confirmation 3 rd party inspection of streets for asphalt thickness, density, compaction	Dated 11/20/23, By Fairbanks Engineering Co for Phase 9C (base only)
??	Sewage Pump Station Surcharge	Discuss

Criterion: The final plat meets all applicable requirements of this Ordinance.

Finding: Separate reviews by the consulting city planner and city engineer have been completed and the final plat is recommended for approval by both review agents.
Attachment (plat image)

Memo to City Council, Twin Lakes Phase 9C Final Plat

		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">NO.</th> <th style="width: 50%;">DATE</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	DATE									<p>TWIN LAKES PHASE 9B & 10 CLASS 101 CITY OF HOUSTON JACKSON COUNTY, TEXAS</p>
NO.	DATE												



NEW BUSINESS

ITEM #4

Resolution 2023-023: Adoption of
Fiscal Year 2024 Budget

RESOLUTION 2023-023

A RESOLUTION ADOPTING THE FISCAL YEAR 2024 BUDGET

WHEREAS, sound operations require a budget in order to plan the financing of services for the residents of the City of Hoschton; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced budget for the city's fiscal year which runs from January 1 to December 31 of each year; and

WHEREAS, the Mayor and City Council of the City of Hoschton have reviewed the proposed FY 2024 budget as presented by the city Finance Director; and

WHEREAS, the Mayor and City Council wish to adopt this proposal as the Fiscal Year 2024 Annual Budget, effective January 1, 2024 through December 31, 2024.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Hoschton as follows:

Section 1. That the proposed Fiscal Year 2024 Budget, attached hereto and incorporated herein as a part of this Resolution, is hereby adopted as the Budget for the City of Hoschton for the Fiscal Year January 1, 2024 through December 31, 2024.

Section 2. That the several items of revenue, other financial resources, and sources of cash shown in the budget for each fund in the amounts anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated as set forth.

Section 3. That the legal "level of control" as defined in OCGA § 36-81 is set at the department level, meaning that the Finance Director in his/her capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Adopted this 18th day of December, 2023.

Attest:

Mayor Debbie Martin

Jennifer Kidd-Harrison, City Clerk

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #5

Resolution 2023-026: Line of Credit from
Peach State Bank

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2023-026

LINE OF CREDIT FROM PEACH STATE BANK

WHEREAS, the City of Hoschton (“City”) wishes to renew a line of credit to be used at the discretion of the Mayor and Council for purposes where time is of the essence for emergency procurement of services or equipment and/or real estate acquisition; and

WHEREAS, the City understands that use of the line of credit is limited to the aforementioned purposes and must be repaid or permanent financing secured before the end of the current fiscal year; and

WHEREAS, Peach State Bank has provided a line of credit to the City in an amount not to exceed \$1,000,000.00, secured by a certificate of deposit owned by the City and held by Peach State Bank.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Hoschton hereby approves the entry by the City into a line of credit agreement with Peach State Bank as set forth herein and hereby authorizes the Mayor and the City Manager to sign such documents as necessary to effectuate a line of credit agreement between the City and Peach State Bank as set forth herein.

SO RESOLVED this 18th day of December, 2023.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Kidd- Harrison, City Clerk

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #6

Resolution 2023-027: Update to the Personnel Policy

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2023-027

AMENDING THE PERSONNEL 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 wishes to change Section 11.2.1, Scheduling of PTO Time.

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

SO RESOLVED this 18th day of December, 2023.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

Updated Policy

11.2 ACCRUAL SCHEDULE

Full time employees will accumulate personal leave in accordance with this schedule:

Years of Service:	Personal Leave Days
3 months – 1 year	40 Hours
1 – 4	160 Hours
5 - 9	200 Hours
Over 10	240 Hours

Maximum accrual is 160 hours; this maximum may be exceeded during a calendar year, but PTO leave balances in excess of 160 hours as of December 31 of each year will be forfeited without pay. In the event of extraordinary circumstances - these limits may be exceeded with approval by the City Manager or his/her designee.

11.2.1 SCHEDULING OF PTO TIME

Leave request must be completed and submitted in advance, preferably at least 2 weeks prior to the desired PTO date(s). Each Employee is responsible for scheduling its PTO without undue disruption to City operations.

Employees may be denied permission to take PTO if it unduly disrupts operations. Employees must get approval from the Department Head and City Manager for any time off request. All Summer PTO requests should be submitted no later than May 15th. Seniority will be followed as nearly as possible in granting requests for PTO leave. No PTO leave will be granted in excess of amount accrued. Utilization of PTO time is allowed in hourly, daily, or weekly increments. Employees are not allowed to take off more than one week (5 working days) at a time unless approved by the City Manager or his/her designee.

When scheduling time off PTO will be used first until exhausted and then any time off requested where the employee has no PTO time remaining will be granted at the discretion of the City Manager.

11.2.2 PTO PAY-OFF UPON SEPARATION OF EMPLOYMENT

An employee may elect a cash payment of accrued PTO leave up to a maximum of 160 hours upon separation of employment. A lump sum payment of any accrued but unused PTO, up to 160 hours unless employee does not provide a two-week written notice prior to leaving. In that situation, employee forfeits 80 hours of PTO and any remaining balance over the 80 hours will be paid. *See Section 8.3

11.3 JURY AND WITNESS LEAVE

Jury Duty. The City provides all employees leave for jury duty service. Regular full- time employees who have completed their orientation period receive paid jury duty leave of up to two weeks each time they are called for
pg. 38

Adopted 07/17/2023

Current Policy

11.2 ACCRUAL SCHEDULE

Full time employees will accumulate personal leave in accordance with this schedule:

<u>Years of Service:</u>	Personal Leave Days
3 months – 1 year	40 Hours
1 – 4	160 Hours
5 - 9	200 Hours
Over 10	240 Hours

Maximum accrual is 160 hours; this maximum may be exceeded during a calendar year, but PTO leave balances in excess of 160 hours as of December 31 of each year will be forfeited without pay. In the event of extraordinary circumstances - these limits may be exceeded with approval by the City Manager or his/her designee.

11.2.1 SCHEDULING OF PTO TIME

Leave request must be completed and submitted in advance, preferably at least 2 weeks prior to the desired PTO date(s). Each Employee is responsible for scheduling its PTO without undue disruption to City operations.

Employees may be denied permission to take PTO if it unduly disrupts operations. Employees must get approval from the Department Head and City Manager for any time off request. All Summer PTO requests should be submitted no later than May 15th. Seniority will be followed as nearly as possible in granting requests for PTO leave. No PTO leave will be granted in excess of amount accrued. Utilization of PTO time is allowed in hourly, daily, or weekly increments. Employees are not allowed to take off more than one week (5 working days) at a time unless approved by the City Manager or his/her designee.

→ (All Employees must have PTO time available to request time off.)

11.2.2 PTO PAY-OFF UPON SEPARATION OF EMPLOYMENT

An employee may elect a cash payment of accrued PTO leave up to a maximum of 160 hours upon separation of employment. A lump sum payment of any accrued but unused PTO, up to 160 hours unless employee does not provide a two-week written notice prior to leaving. In that situation, employee forfeits 80 hours of PTO and any remaining balance over the 80 hours will be paid. *See Section 8.3

11.3 JURY AND WITNESS LEAVE

Jury Duty. The City provides all employees leave for jury duty service. Regular full- time employees who have completed their orientation period receive paid jury duty leave of up to two weeks each time they are called for jury service. In general, if jury duty extends beyond two weeks in any one instance the additional leave will be

pg. 38

Adopted 07/17/2023

NEW BUSINESS

ITEM #7

Resolution 2023-028: Fee Schedule for Copies

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2023-28

ESTABLISHING FEE SCHEDULE FOR PAPER COPIES AND PRINTING

WHEREAS, the governing body of the City of Hoschton ("City") recognizes that the public has a right to obtain copies of certain records, and also recognizes that the City has the necessary resources to generate printed copies for open records requests and other copying needs of the citizens; and

WHEREAS, it is in the best interest of the City to establish a schedule of fees to offset the costs of printing equipment and supplies.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Hoschton hereby approves the charges for printed copies as in Exhibit A attached to this resolution.

SO RESOLVED this 18th day of December, 2023.

Debbie Martin, Mayor

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

ATTEST:

Clerk

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #8

Intergovernmental Agreement with DDA for
69 City Square Restaurant Space

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

This Agreement is made and entered into as of the ___ day of _____, 2023, 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 conveyance of Hoschton’s interest in leasing real property to the Authority, such that the Authority may lease real property in furtherance of the Authority’s mission and purpose.

WHEREAS, Hoschton owns real property upon which the “Premises,” as defined in the Retail Lease Agreement attached hereto as Exhibit “A” (hereinafter called “the Lease”); and

WHEREAS, Hoschton put out a request for proposals relating to the leasing of the Premises, to which “Tenant,” as defined in the Lease responded; 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 granting the Authority the power to lease the Premises to fulfill the purpose of the Authority as set forth herein; and

WHEREAS, Hoschton and the Authority desire to enter into an agreement to provide for the conveyance of such rights to the Premises to the Authority to enable the Authority to lease the Premises to fulfill the purpose of the Authority as set forth herein.

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

- A. Hoschton shall execute such documents as are necessary to convey Hoschton’s rights to the Authority to lease the Premises to Tenant, in substantially the same form and on the same terms as set forth in the Lease.
- B. The Authority shall work diligently to lease the Premises in substantially the same form and on the same terms as set forth in the Lease 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.
- C. Upon the leasing of the Premises, the net proceeds of rental income, after deduction of reasonable and customary costs associated with the leasing of the Premises, shall be paid to Hoschton.

- D. The power of the Authority to lease the Premises shall terminate either upon the termination of a lease in in substantially the same form and on the same terms as set forth in the Lease or within 60 days of the date of this Agreement without a lease being executed by the Authority and Tenant in in substantially the same form and on the same terms as set forth in the Lease, such that the Authority shall not have the power to lease the Premises thereafter unless extensions are negotiated and agreed to between Hoschton and the Authority.
- E. The Authority agrees to hypothecate its interest in the Premises to any lender as collateral for any loans related to the Premises.
- F. 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
69 City Square
Hoschton, GA 30548

As to Hoschton

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

- G. 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.
- H. 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.
- I. 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.
- J. Time is of the essence with respect to this Agreement.
- K. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.

- L. 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.
- M. 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 Hoschton 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
4874-7195-6885, v. 3

NEW BUSINESS

ITEM #9

Water Agreement with Barrow County

CITY OF HOSCHTON
STATE OF GEORGIA

Resolution 2023-29

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HOSCHTON, GEORGIA
AUTHORIZING THE APPROVAL OF A WATER PURCHASE AGREEMENT
WITH THE BARROW COUNTY BOARD OF COMISSIONERS**

WHEREAS, the CITY OF HOSCHTON is organized and established under the laws of Georgia for the purpose of serving water users, BARROW COUNTY is authorized to provide such service, and the Parties are authorized under Article IX, Section III, Paragraph I of the Georgia Constitution to contract for the provision of water service; and

WHEREAS, the Parties desire to enter into an Agreement for the sale and purchase of potable water as set forth in the terms and conditions outlined in the proposed water purchase agreement; and

WHEREAS, the City of Hoschton is desirous of a reliable supplemental supply of potable water, and

WHEREAS, Barrow County has sufficient surplus water supply to provide a long term potable water supply for the City of Hoschton's growing water demand, and

WHEREAS, the City of Hoschton has existing and planned infrastructure sufficient to receive and deliver a potable water supply source from Barrow County, and

WHEREAS, a proposed water purchase agreement with Barrow County has been developed with reasonable terms and conditions.

NOW THEREFORE be it resolved by the City Council of the City of Hoschton to authorize the approval of the proposed agreement for water purchase with the Barrow County Board of Commissioners.

BE IT FURTHER RESOLVED to authorize the Honorable Debbie Martin, Mayor, and City Manager/Clerk, Jennifer Kidd-Harrison to execute the water purchase agreement on behalf of the City.

THIS RESOLUTION READ AND PASSED BY A QUORUM OF THE CITY COUNCIL OF THE CITY OF HOSCHTON, GEORGIA, ON THE 18TH DAY OF DECEMBER, 2023 AND HAS NOT BEEN RESCINDED IN ANY WAY.

By: _____
Ms. Debbie Martin, Mayor

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

(Seal)

**STATE OF GEORGIA
COUNTY OF BARROW**

WATER PURCHASE CONTRACT

This Agreement is made and entered into effective this _____ day of _____, 2023 (the “Intergovernmental Agreement Effective Date”), by and between the **BARROW COUNTY**, a political subdivision of the State of Georgia (herein sometimes called “**BARROW COUNTY**”), and the **CITY OF HOSCHTON**, a municipal corporation of the State of Georgia (herein sometimes called “**CITY OF HOSCHTON**”). **BARROW COUNTY** and the **CITY OF HOSCHTON** may be referred to collectively herein as the “Parties” or individually as a “Party.”

Witnesseth:

WHEREAS, the **CITY OF HOSCHTON** is organized and established under the laws of Georgia for the purpose of serving water users, **BARROW COUNTY** is authorized to provide such service, and the Parties are authorized under Article IX, Section III, Paragraph I of the Georgia Constitution to contract for the provision of water service;

WHEREAS, the Parties hereto desire to enter into an Agreement for the sale and purchase of potable water and to set forth the terms and conditions for the sale thereof;

WHEREAS, **BARROW COUNTY** will be the wholesale seller of water; and

WHEREAS, **CITY OF HOSCHTON** will be the wholesale purchaser of water.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intend to be legally bound, and do agree as follows:

1. **Allocation.** The above recitals are made a part of this Agreement. **BARROW COUNTY** agrees to make available to the **CITY OF HOSCHTON** at the hereinafter referred to point of delivery, during the term of this Agreement or any renewal or extension thereof, potable water meeting applicable purity standards of the Georgia Department of Health and the Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such prices as specified hereinafter in this Agreement.
2. **Quantity of Water.** Except as qualified below, commencing on the Water Utility Provision Effective Date (defined below) of this Agreement and continuing for a period of not more than ten (10) years, and as this Agreement may thereafter be extended, **BARROW COUNTY** agrees to make available to the **CITY OF HOSCHTON** at the designated point of delivery hereinafter specified, potable water in a minimum quantity of 300,000 GPD (gallons per day) or a minimum quantity of 9,000,000 gallons per month. Notwithstanding anything herein to the contrary, **BARROW COUNTY** shall

have no requirement to provide any amount of water at any rate that may jeopardize BARROW COUNTY's water system. Additionally, BARROW COUNTY's obligation to provide water hereunder at the minimum rate stated above is contingent on the completion of necessary water system facility upgrades and modifications, more particularly depicted on the attached Exhibit A and described as follows:

- a. To accommodate CITY OF HOSCHTON's connection to BARROW COUNTY's water system, BARROW COUNTY will install approximately 4,500 LF of 12" diameter water main along Covered Bridge Road from its existing water distribution system at the intersection of Covered Bridge Road and SR 211. BARROW COUNTY will also install control valve/meter vaults at the east end of the water main extension, west of the Mulberry River. CITY OF HOSCHTON shall participate in the total cost of the water line infrastructure on the Barrow County side by 50% to allow connection to water system.
 - b. CITY OF HOSCHTON will be responsible for connecting to the new water main on the downstream side (east side) of the vaults, to include upgrading the vault and metering station, as necessary.
 - c. The facility improvements described in subsections a. and b. above are necessary to allow BARROW COUNTY's supply of up to 300,000 GPD of water to CITY OF HOSCHTON. This work is anticipated to be completed by January 1, 2026.
 - d. In addition to the above-described improvements, upon CITY OF HOSCHTON's further installation of approximately 7,300 LF of 12" diameter water main along Peachtree Road from the Covered Bridge Road connection point, such infrastructure is anticipated to accommodate up to a maximum of 2,000,000 GPD of water supply from BARROW COUNTY to CITY OF HOSCHTON. Upon completion by the CITY OF HOSCHTON of the installation of improvements set forth in this subsection, BARROW COUNTY agrees to increase the provision of water up to a maximum amount of 2,000,000 GPD.
3. **Points of Delivery and Pressure.** At no time shall the residual water pressure on the BARROW COUNTY side of the meter be lower than 20 PSI (pounds per square inch) due to the combined operations of BARROW COUNTY and CITY OF HOSCHTON. The point of delivery is located at the connection point of the CITY OF HOSCHTON water system and BARROW COUNTY line. As described above and as depicted on the attached Exhibit A, the connection point located at Covered Bridge Road and Peachtree Road will be improved to a 12" water main by BARROW COUNTY and shall be connected at the point of delivery by CITY OF HOSCHTON to their system

and available for use at this location no later than January 1, 2026 (the “Water Utility Provision Effective Date”).

4. **Supplemental Supply of Water.** The CITY OF HOSCHTON may purchase from BARROW COUNTY additional potable water in excess of the daily firm quantity established in paragraph 2 of this Agreement based on the availability of such additional water. Conditioned on the completion of all anticipated facility improvements referenced in paragraph 2 above, BARROW COUNTY agrees to said excess water purchases of 2,000,000 GPD, and CITY OF HOSCHTON shall pay for such excess water at the rates subsequently set forth in this Agreement.
5. **Billing Procedure.** BARROW COUNTY will furnish the CITY OF HOSCHTON at its address stated in paragraph 13 below, a monthly itemized invoice of the amount of water provided from BARROW COUNTY to the CITY OF HOSCHTON and the amount owed to BARROW COUNTY from the CITY OF HOSCHTON under this Agreement for such water. The standard billing procedures of BARROW COUNTY shall apply, which includes billing the CITY OF HOSCHTON on a monthly basis for water purchased, and the CITY OF HOSCHTON shall fully satisfy such invoices in full within thirty (30) days of BARROW COUNTY mailing of same to the CITY OF HOSCHTON.
6. **Metering Equipment.** The parties agree that BARROW COUNTY will provide sufficient metering equipment needed under this Agreement near the end of the existing Barrow County line in Barrow County, Georgia. A meter registering not more than two percent (2%) above or below BARROW COUNTY’s test results shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such a period shall be deemed the average amount of water delivered during the three (3) month period immediately prior to the failure, unless BARROW COUNTY and CITY OF HOSCHTON at a reasonable time shall have access to the meter for purpose of reading same. The metering equipment shall be tested and calibrated within ninety (90) days of the Intergovernmental Agreement Effective Date, and annually each year thereafter.
7. **Term of Agreement.** In compliance with O.C.G.A. 36-1-26 (1), this Water Service Agreement will be for no more than ten (10) years and shall be in full force and effect for a period beginning on the Water Utility Provision Effective Date and ending on **December 31, 2035.**

This Agreement may be renewed upon approval by both CITY OF HOSCHTON and BARROW COUNTY for up to two (2) additional ten (10) year periods.

Failure to Deliver. BARROW COUNTY will at all times, operate and maintain its water system in a reasonable and professional manner, consistent with industry standards, and will take such actions as may be necessary to furnish the CITY OF HOSCHTON with the minimum quantities of water required by this Agreement. Temporary or partial failure to deliver water shall be remedied by BARROW COUNTY with all possible dispatch. In the event of an extended shortage of water beyond the control of BARROW COUNTY, or the supply of water available to BARROW COUNTY is otherwise diminished over an extended period of time, the supply of water to CITY OF HOSCHTON's customers shall be reduced or diminished in the same ration or portion as the supply to BARROW COUNTY customers is reduced or diminished.

8. Price of Water. The purchase price of water supplied under this Agreement will be determined by BARROW COUNTY subject to availability of water from BARROW COUNTY and provision of wholesale water to BARROW COUNTY'S wholesale water customers with minimum purchase obligations. Until such rate may be modified as provided herein, the price of water shall be set at \$ 3.40 per 1,000 gallons. Except as qualified below, the CITY OF HOSCHTON shall not pay less than a monthly minimum charge which shall be equivalent to the cost of purchasing 300,000 gallons of water per day at the set rate for K/gal per 30-day period (or, as determined on a minimum monthly basis, 9,000,000 gallons per month). This monthly charge shall be paid whether or not the CITY OF HOSCHTON purchases an average of 300,000 GPD of potable water. During this agreement, any month after the CITY OF HOSCHTON consistently purchases the monthly minimum of 1,000,000 GPD (gallons per day) or as determined on a monthly basis minimum 30,000,000 MG (million gallons per month). The price of water shall be set at \$ 3.10 per 1,000 gallons above the monthly minimum Take or Pay Clause. In April of each year of the Term, BARROW COUNTY will review the rate and increase such rate as needed in response to changes in the uniform rate from the Upper Oconee Basin Water Authority ("UOBWA") and BARROW COUNTY system operational cost. BARROW COUNTY will review the rate and increase such rate as needed in response to changes in the water system operating costs. Rate adjustments for operational cost will not exceed the CPI rate on an annual basis. Rate adjustments based on such reviews will be applicable beginning on the following first day of July. As stated in paragraph 2 above, until certain water infrastructure upgrades and modifications are made to BARROW COUNTY's water distribution system at the Cover Bridge Road and Peachtree Road Line, BARROW COUNTY can only provide an average of 300,000 GPD or, as determined on a minimum monthly basis, 9,000,000 gallons per month; therefore, during such time, the CITY OF HOSCHTON shall only be required to pay a monthly minimum charge which is equal to the cost of purchasing 300,000 gallons of water per day at the set rate for K/gal per 30-day period. However, the CITY OF HOSCHTON shall be required to pay for all water pulled above the minimum on a per 1,000-gallon basis at the rate stated above. Once BARROW COUNTY determines that system improvements can accommodate a larger volume GPD average, BARROW COUNTY will notify the CITY OF HOSCHTON accordingly.

If BARROW COUNTY is unable to provide the required minimum GPD to the CITY OF HOSCHTON due to a system failure or inability to produce the required GPD of the Take or Pay Clause, then, in that event, the CITY OF HOSCHTON shall only be responsible to pay for the amount of actual GPD supplied.

If at any time during the term of this Agreement, the BARROW COUNTY's cost for treated water from the Upper Oconee Basin Water Authority or the cost to deliver wholesale water change, the price will be adjusted by the required percentage rate to reflect such change after 30 days' written notice from BARROW COUNTY to the CITY OF HOSCHTON of such change.

9. Additional Consideration. CITY OF HOSCHTON and BARROW COUNTY will enter into a separate sewer agreement setting forth details as to the understanding between the parties, CITY OF HOSCHTON shall make available to BARROW by December 1, 2028, the collection system infrastructure with a sewer flowmeter a minimum of 250,000 GPD of wastewater treatment capacity as needed will be available to BARROW. BARROW will provide the collection system infrastructure necessary to connect to HOSCHTON collection system (at a general site identified by the Parties). BARROW shall pay HOSCHTON standard Tap/Capacity connection fees. Hoschton will establish an annual wholesale rate based on audited treatment costs on a per thousand-gallon basis, less depreciation and less debt service, plus (5%) five percent. An annual rate will be established in March of each year based on the previous audited financial statement and wastewater treatment facility operating records.

10. Payment. If the CITY OF HOSCHTON fails to fully satisfy any invoice for any water delivered to the CITY OF HOSCHTON by BARROW COUNTY within the period herein provided, then BARROW COUNTY shall have the right to cease delivering water to the CITY OF HOSCHTON at any time it elects to do so, provided BARROW COUNTY first provides at least fifteen (15) days' notice of intent to do so to the CITY OF HOSCHTON and the CITY OF HOSCHTON fails to cure all past due amounts, including a penalty of two percent (2%) per month of all amounts remaining past due, within such fifteen (15) day period.

The obligation of the CITY OF HOSCHTON to pay for water delivered under this agreement shall never be construed to be a debt of the CITY OF HOSCHTON 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 expense of such system. The CITY OF HOSCHTON shall, at all times, establish, maintain, prescribe and collect fees, tolls and charges for water facilities furnished to its customers sufficient to provide funds for the payment of all obligations of the CITY OF HOSCHTON under this agreement.

11. Rules and Regulations. BARROW COUNTY and the CITY OF HOSCHTON will collaborate and obtain such permits, certificates and the like, or as may be required to comply with State law. The CITY OF HOSCHTON agrees to comply with all rules and regulations, which BARROW COUNTY has now or may in the future, impose on its water customers. These rules and regulations may include, but shall not be limited to, any imposed water reduction requirements or such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar issues. Any fees or penalties imposed on BARROW COUNTY for violation of any required water reduction or restriction or any emergency measures that are caused by or result from the CITY OF HOSCHTON's water use hereunder shall be passed through to and shall be paid by the CITY OF HOSCHTON.

12. Notice. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing by US certified mail, return receipt requested, and shall be addressed and delivered to each Party at the address set forth below. By giving prior written notice thereof, either Party may from time to time and at any time change its address for notices hereunder.

Barrow County Board of Commissioners
30 North Broad Street
Winder, Georgia 30680

City of Hoschton
61 City Square
Hoschton, Georgia 30548

13. Georgia Law. It is the intention of the Parties that the laws of the State of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

14. Cooperation. On and after the date of this Agreement, either Party shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this Agreement.

15. Power. The Parties signing this Agreement hereby state that they have the power to do so on behalf of the entity for which they are signing.

16 Effective. This Agreement shall be effective upon the Parties hereto and their assigns, and successors in office.

17. Cumulative. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or inequity.

18. Force Majeure. In case by reason of force majeure, any Party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement then if such shall give notice and full particulars of such force majeure in writing to the other Party writing 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. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States, of the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslide, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of Government and people, civil disturbances, explosions, breakage or accident(s) to machine or pipelines, or any other cause(s) outside the parties control which prevent performance under this agreement. Should interpretations and or lowering of pressure occur, the CITY OF HOSCHTON shall be foreclosed from any action against Barrow County and shall hold BARROW COUNTY harmless from any fees including attorney’s fees and court costs incurred from any action by one or more of the CITY OF HOSCHTON customers.

19. Supersede. This Agreement shall supersede and replace all letters, memoranda, or other letters or documents signed by the Parties hereto with respect to the sale of potable water by BARROW COUNTY to the CITY OF HOSCHTON.

20. Water Supply. The CITY OF HOSCHTON is aware BARROW COUNTY has limited control over any source of water, therefore if for any reason the BARROW COUNTY does not receive the expected amount of water from Bear Creek Treatment Facility, BARROW COUNTY may reduce the amount of water to be furnished to the CITY OF HOSCHTON under this agreement.

In the event of such a reduction, or any reduction due to force majeure, BARROW COUNTY shall act in good faith and not unduly reduce the amount of water furnished under this agreement to CITY OF HOSCHTON.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals effective as of the date first above written.

BARROW COUNTY, GEORGIA, by and through its Board of Commissioners

By: _____
Pat Graham, Chairman

Attest: _____
County Clerk

(Affix County Seal)

CITY OF HOSCHTON, GEORGIA, by and through its Mayor and City Council

By: _____
Debbie Martin, Mayor

Attest: _____
Jennifer Kidd-Harison, City Manager and City Clerk

(Affix City Seal)

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #10

Sewer Agreement with Rocklyn Homes

RESOLUTION 2023-031

**Approval of Water and Sanitary Sewer Agreement between Rocklyn Homes, Inc. and
the City of Hoschton**

WHEREAS, on September 18, 2023, the City of Hoschton ("City") approved Ordinance Z-23-03 ("Ordinance"), annexing and rezoning property for development by Rocklyn Homes, Inc. ("Rocklyn"); and

WHEREAS, Condition #18 of the Ordinance contemplates an agreement between Rocklyn and the City related to the provision of sewer; and

WHEREAS, the City desires to satisfy Condition #18 of the Ordinance by execution of an agreement in substantially the same form as that Water and Sanitary Sewer Agreement ("Agreement") attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City does hereby approve and adopt the Agreement with Rocklyn attached hereto and does hereby authorize the Mayor, City Manager, and City Attorney to execute an agreement in substantially the same form as the Agreement attached hereto, as well as such other documents and agreements that may be necessary to effectuate the provisions of the Agreement.

Adopted this 18th day of December, 2023.

Debbie Martin, Mayor

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

ATTEST:

City Clerk

WATER AND SANITARY SEWER SERVICE AGREEMENT

This Water and Sanitary Sewer Service Agreement (the “Agreement”), dated as of the ___ day of _____, 2023, is made by and between Rocklyn Homes, Inc., a Florida corporation, (“Rocklyn”) and The City of Hoschton, a political subdivision of the State of Georgia (the “City”).

WHEREAS, Rocklyn is the contract purchaser of a tract of land (the “Property”) located in Jackson County, Georgia more particularly described in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Rocklyn intends to develop the Property for a mixed-use development including 1,055 homes and other uses (the “Development”) as set forth on the site plan depicted in Exhibit “B” attached hereto and incorporated herein by reference; and

WHEREAS, in furtherance of the Development, Rocklyn submitted annexation and rezoning applications to the City; and

WHEREAS, on September 18, 2023, the City approved the annexation and rezoning applications with conditions, which approval is more particularly set forth in Ordinance Z-23-03, a true and correct copy of which is attached hereto and incorporated herein by reference as Exhibit “C” (the “Ordinance”); and

WHEREAS, as set forth in the Jackson County Service Delivery Strategy dated December 21, 2022, and the Jackson County Water and Sewer Service Territory Map contained therein, the Property is located within the water and sewer service territory of the City; and

WHEREAS, the City intends to serve the Development with municipal services including water and sanitary sewer; and

WHEREAS, in order to aid the construction of wastewater service infrastructure necessary to provide sanitary sewer service to the City, including the Property and for the Development, Rocklyn agreed to a condition of zoning requiring Rocklyn to prepay sewer connection fees to the City in the amount of \$6,330,000.00 at the rate of \$6,000.00 per home for 1,055 homes, which condition is more particularly described as Condition 18 in the Ordinance; and

WHEREAS, as of the date of this agreement, the City’s existing sanitary sewer service facilities (the “Sewer Facilities”) have the capacity to serve 500,000 gallons of wastewater per day; and

WHEREAS, the City is pursuing and plans to construct improvements to the Sewer Facilities to increase the capacity of the Sewer Facilities by 450,000 gallons per day to a total of 950,000 gallons per day (the “Phase I Expansion”); and

WHEREAS, the City is pursuing and plans to construct further improvements to the Sewer Facilities in addition to the Phase I Expansion to increase the capacity of the Sewer Facilities by 1,050,000 gallons per day to a total of 2,000,000 gallons per day (the “Phase II Expansion”); and

WHEREAS, the City anticipates the completion of the Phase I Expansion by December 31, 2025; and the completion of the Phase II Expansion by December 31, 2028.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The above statements of facts, including all defined terms, are true and current and are incorporated into this Agreement by reference.
2. Rocklyn shall pay to the City the sum of six million three hundred thirty thousand dollars (\$6,330,000.00) (the "Sewer Connection Fee") prior to the issuance of the first building permit for the Development. The parties acknowledge and agree that Rocklyn may pay the Sewer Connection Fee, in full or in part, at any time prior to the issuance of the first residential building permit for the Development. Provided, however, that if, due to engineering or other constraints, the total number of residential dwelling units approved on the Property, as set forth on the approved land disturbance permit and/or development permit, decreases, the Sewer Connection Fee shall be reduced accordingly to the amount which is six thousand dollars (\$6,000.00) per residential dwelling unit. The Sewer Connection Fee shall represent the full prepayment of the sewer connection fees charged by the City for 1,055 residential units.
3. Upon execution of this Agreement, the City shall reserve wastewater treatment capacity in the amount necessary to serve 1,055 residential connections (the "Sewer Capacity Reservation") for a period of nine (9) years (the "Development Period"), for the benefit of and use by the Property. Upon payment of the Sewer Connection Fee and the execution of this Agreement, Rocklyn shall be vested with the right to utilize the Sewer Capacity Reservation and to connect 1,055 residential dwelling units to the City's sanitary sewer infrastructure (each individual connection being a "Sewer Connection"). The reserved capacity shall consist of 250 residential connections within the Phase I Expansion to 0.95 MGD and 805 residential connections within the Phase II Expansion, unless the City determines that additional capacity is available, taking into consideration whether the available capacity meets the anticipated needs of the City and whether the allowance of additional capacity would be in the best interest of the health, safety or welfare of the citizens of Hoschton. In the event Rocklyn elects to pay a portion of the Sewer Connection Fee prior to the time it would otherwise be obligated to do so pursuant to Paragraph 2 of this Agreement, Rocklyn shall be vested with the right to utilize that same portion of the Sewer Capacity Reservation and connect the same portion of residential dwelling units to the City's sanitary sewer infrastructure. At the expiration of the Development Period, the City may buy back any remaining capacity related to unused Sewer Connections. Said re-purchase of the connections shall be at the original cost. During the Development Period, Rocklyn may transfer one or more of the Sewer Connections as well as the portion of the Sewer Capacity Reservation pertaining to said Sewer Connection(s). Rocklyn shall provide written notice (the "Transfer Notice") of any such transfers to the City at least 30 days prior to such transfer. The Transfer Notice shall include the name of the transferee, the date of the transfer, and the number of Sewer Connections being transferred. Provided, however, that Rocklyn's right to transfer such Sewer Connections and related Sewer Capacity Reservation for use outside the scope of

the Property shall be subject to a right of first refusal on part of the City whereby the City may, within 15 days of the Transfer Notice, elect to purchase, at the rate of \$6,000.00 per Sewer Connection, all, and not less than all, of the Sewer Connections and Sewer Capacity Reservation reflected in the Transfer Notice. The City shall provide written notice of such election (the "Right of First Refusal Notice") to Rocklyn within 15 days of the Transfer Notice. In the event the City exercises its right of first refusal by timely providing the Right of First Refusal Notice, Rocklyn may (i) proceed with a transfer of the Sewer Connections to the City only with the City's approval, which approval the City may withhold as set forth in Section 20-119 of the Hoschton Code of Ordinances, at a date which is mutually acceptable to Rocklyn and the City or (ii) cancel any proposed transfer of Sewer Connections and Sewer Capacity Reservation by providing written notice to the City within 15 days of the Right of First Refusal Notice. Rocklyn hereby acknowledges that neither Rocklyn, nor the Development, shall be vested with the right to connect to the City's sanitary sewer infrastructure until the Sewer Connection Fee is paid and this Agreement is duly executed. The number of connections shall be limited to those outlined above.

4. The City has the full power and authority to enter into this Agreement and to perform its obligations hereunder and, upon executing this Agreement, this Agreement became and is, a valid and binding obligation, enforceable against the City in accordance with its terms. The execution and delivery of this Agreement by the City has been validly authorized by all necessary corporate or governmental action and does not conflict with any other agreements entered into by the City.
5. The City shall diligently pursue the permitting and construction of the Phase I Expansion and the Phase II Expansion. The City shall operate the wastewater system in a reasonable and customary manner; however, the parties acknowledge that interruptions of service may occur, in which event the City shall take all reasonable means to restore the wastewater system to operation as soon as possible in accordance with good and reasonable engineering practices.
6. Rocklyn and its assigns agree to be bound by all rules and regulations promulgated by the Environmental Protection Division of the Georgia Department of Natural Resources from time to time for use of the treatment facilities and wastewater infrastructure.
7. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any event or circumstance which (i) is beyond the reasonable control of the party affected (the "Affected Party"), (ii) occurs or exists without fault or negligence on the part of the Affected Party, and (iii) prevents, wholly or in part, the Affected Party from performing its duties and obligations under this Agreement (other than obligations of the Affected Party to pay or expend monies for or in connection with its performance under this Agreement). Force Majeure includes, but is not limited to, acts of God, fires, floods, droughts, earthquakes, windstorms, hurricanes, strikes, lockouts, explosions, riots, insurrections, acts of a public enemy, wars, acts of sabotage, actions or orders of governmental authorities (civil or military), and breakage of or damage to pipelines, machinery, or equipment. Notwithstanding any other provision of this Agreement, a delay or failure on the part of the Affected Party in performing its duties and obligations under this Agreement shall be excused if, and to the extent, such delay or failure in performance is

caused by Force Majeure but only during the continuance of such Force Majeure; provided however, that written notice of such Force Majeure and the reason(s) therefore shall be promptly given by the Affected Party to the other party; and provided further that the Affected Party shall act diligently in attempting to remove or eliminate such Force Majeure. In such event, neither party shall be liable to the other party for any loss or damage caused by such Force Majeure.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served: (a) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested; (b) by overnight delivery using a nationally recognized overnight courier; (c) by personal delivery; or (d) by e-mail transmittal. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. Eastern Time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by City's counsel shall be deemed given by City and notices given by Rocklyn's counsel shall be deemed given by Rocklyn.

a. Notices to Rocklyn:

Rocklyn Homes, Inc.
3505 Koger Boulevard, Suite #275
Duluth, Georgia 30096
Attn: Tim Jenkins
Email: tjenkins@rocklynhomes.com

With a copy to:

Jeffrey R. Mahaffey, Esq.
Mahaffey Pickens Tucker, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
Email: jmahaffey@mptlawfirm.com

b. Notices to City:

City of Hoschton
61 City Square
Hoschton, Georgia 30548
Attn: Jennifer Kidd-Harrison, City Manager
Email: jkidd@cityofhoschton.com

With a copy to:

Abbott S. Hayes, Jr., Esq.
Hulsey, Oliver, & Mahar, LLP
200 E.E. Butler Parkway
Gainesville, Georgia 30501
Email: ash@homlaw.com

9. Partial Invalidity. If any term or provision or portion thereof of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
12. Professional Fees. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit and any appeals therefrom, and enforcement of any judgment in connection therewith, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom.
13. Entire Agreement. This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
14. Time of Essence/Business Days. Rocklyn and City hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions

hereof by either party shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the party so failing to perform. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Eastern Time) on such date or dates, and references to "days" shall refer to calendar days except if such references are to "business days" which shall refer to days which are not Saturday, Sunday or a legal holiday. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or a legal holiday, under the laws of the State of Georgia, the termination of such period shall be on the next succeeding business day.

15. Construction. This Agreement shall be construed and performed in accordance with the laws of the State of Georgia. Any action to protect or enforce rights under the provisions of this contract shall be brought in the Superior Court of Jackson County, Georgia.
16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed to constitute one and the same instrument. For purposes of the execution of this Agreement, the signature of a party on a counterpart hereof transmitted by facsimile or electronic mail shall be binding with the same force and effect as if it was manually affixed to a hard copy original of this Agreement.
17. Relocation of Water and Sewer Lines. The City anticipates that the Georgia Department of Transportation ("GDOT") will proceed with improvements to State Highway 53. Therefore, the City and Rocklyn agree that Rocklyn shall use commercially reasonable efforts to minimize the installation of water or sewer lines serving the Development Project within GDOT right-of-way along and including State Highway 53. The parties hereto recognize that GDOT may, pursuant to O.C.G.A. Section 32-6-170, et seq., seek payment from the City for all expenses related to the relocation of water and sewer infrastructure out of GDOT right-of-way along and including State Highway 53. In the event that (i) GDOT approves a roadway improvement project to State Highway 53, (ii) said project necessitates the relocation of water or sewer lines installed by Rocklyn within the right-of-way of State Highway 53, and (iii) GDOT pursues collection of such expenses by sending the City formal written notice or demand within twenty (20) years of payment of the Sewer Connection Fee, Rocklyn, and Rocklyn's successors and assigns, agree to pay all such expenses sought by GDOT relating specifically in any way to water and sewer infrastructure serving the Development which was installed by Rocklyn.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

ROCKLYN:

ROCKLYN HOMES, INC.,
A Florida corporation

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

CITY:

CITY OF HOSCHTON

By: _____

Debbie Martin, Mayor

Attest: _____
Jennifer Kidd-Harrison, City Clerk

Date: _____

CITY SEAL

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

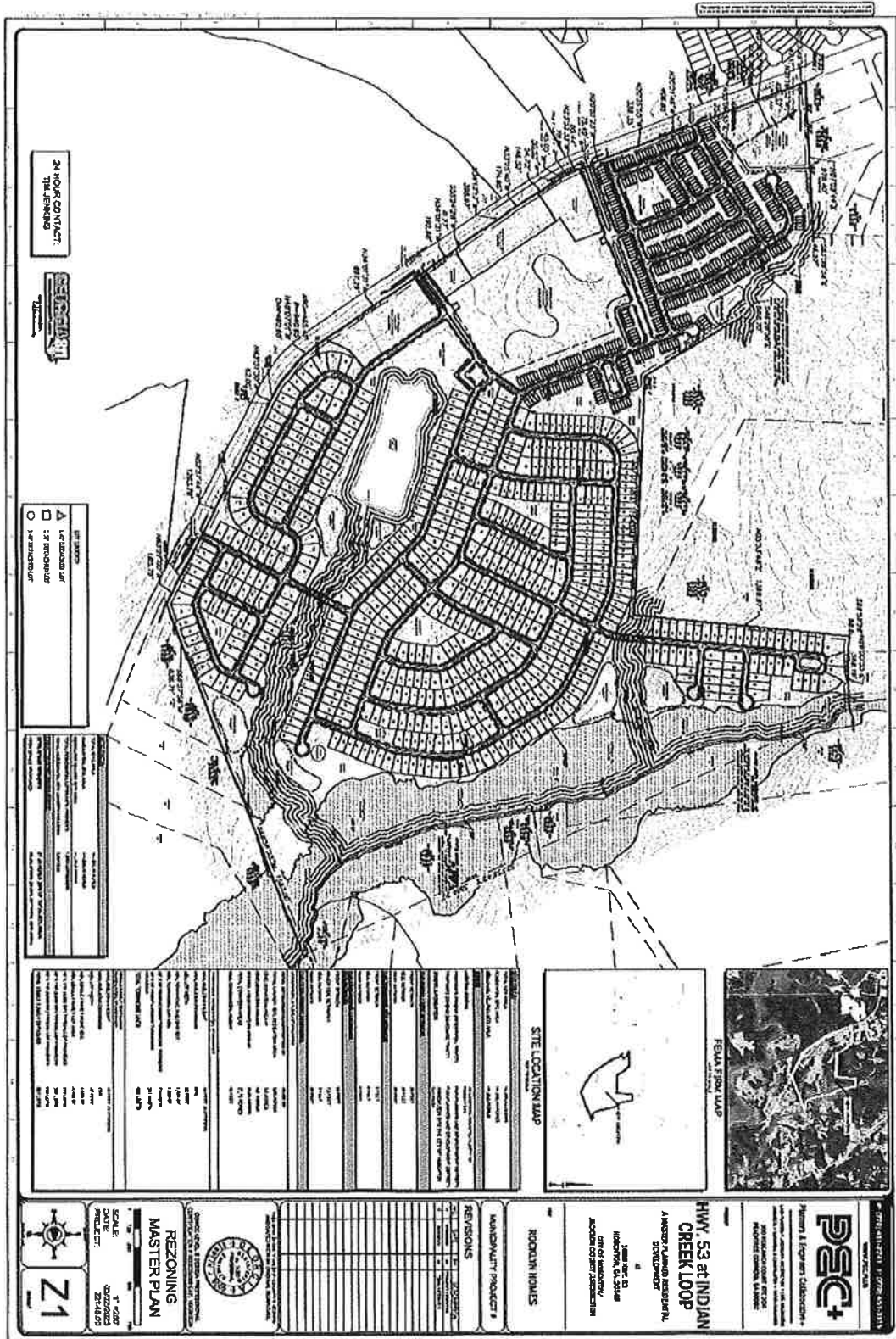
ALL THAT TRACT OR PARCEL OF LAND lying and being in GMD 1407, Jackson County, Georgia and being more particularly described as follows:

BEGIN at a found 1/2 inch rebar, said rebar having coordinates of North: 1,485,399.1 and East: 2,424,919.5, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located on the easterly right of way of GA. Highway 53 (variable 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 46.57 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, 769 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 668.70 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 98.66 feet to a found 1/2 inch open top pipe; thence North 89 degrees 00 minutes 55 seconds East a distance of 368.19 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 68 degrees 57 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 465.41 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 192.98 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 146.52 feet to a point; North 30 degrees 30 minutes 46 seconds West a distance of 54.72 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 46 seconds West a distance of 406.85 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.

EXHIBIT B - SITE PLAN

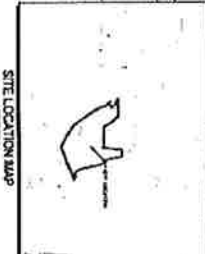


24 HOUR CONTACT
THU JENKINS



LOTS/BLK
 1-27 REZONING
 1-28 REZONING

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY	10/20/05	JW
2	REVISIONS	11/01/05	JW
3	REVISIONS	12/01/05	JW
4	REVISIONS	01/01/06	JW
5	REVISIONS	02/01/06	JW
6	REVISIONS	03/01/06	JW
7	REVISIONS	04/01/06	JW
8	REVISIONS	05/01/06	JW
9	REVISIONS	06/01/06	JW
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99	REVISIONS	12/01/13	JW
100	REVISIONS	01/01/14	JW



Z1

SCALE:
 1" = 200'
 PROJECT NO. 2014-05



REVISIONS
 NO. DATE DESCRIPTION
 1 10/20/05 PRELIMINARY
 2 11/01/05 REVISIONS
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 6 03/01/06 REVISIONS
 7 04/01/06 REVISIONS
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 99 12/01/13 REVISIONS
 100 01/01/14 REVISIONS

MAINLAND PROJECT #
 REVISIONS

ROOMY HOMES
 JAMES H. HARRIS
 HARRIS ASSOCIATES, INC.
 1000 NORTH 10TH STREET
 SUITE 100
 DENVER, CO 80202
 303.733.1111

HWY. 53 at INDIAN CREEK LOOP
 A MASTER PLANNED RESIDENTIAL DEVELOPMENT
 PROJECT NO. 2014-05

Planning & Engineering Collaborative
 1000 NORTH 10TH STREET
 SUITE 100
 DENVER, CO 80202
 303.733.1111

EXHIBIT C – ORDINANCE

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE Z-23-03

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

WHEREAS, Rocklyn Homes, Inc., applicant, Mary Ann Kenerly and New Hope AME Church, property owners, have filed complete applications to annex and zone approximately 287.14 acres with PUD (Planned Unit Development) District zoning classification, said property proposed to be annexed consisting of Map/Parcel 114/001A (approximately 2.54 acres) (New Hope AME Church, owner), Map/Parcel 114/001B1 (approximately 0.12 acres) (New Hope AME Church, owner), Map/Parcel 114/002A (approximately 229.46 acres) (Mary Ann Kenerly, owner), and Map/Parcel 114/001B (approximately 55.76 acres) (Mary Ann Kenerly, owner) said property proposed to be annexed fronting approximately 5,571 feet on the north/east side of State Route 53 south of Pearl Industrial Avenue (the "Subject Property"); and

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

WHEREAS, additionally, the applicant seeks to zone the Subject Property to PUD (Planned Unit Development) District zoning classification; and

WHEREAS, the Subject Property is more particularly described in Exhibit A which by reference is incorporated herein;

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

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

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

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

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

WHEREAS, pursuant to O.C.G.A. §36-36-114, an arbitration panel was appointed to hear the annexation dispute; and

WHEREAS, pursuant to O.C.G.A. §36-36-115(a), the arbitration panel met on August 28, 2023 to receive evidence from the parties to the annexation dispute and rendered its findings on August 29, 2023; and

WHEREAS, none of the parties to the annexation dispute have appealed the decision of the arbitration panel; and

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

WHEREAS, the annexation and zoning application constitute a "development of regional impact;" and

WHEREAS, the City has complied with administrative rules of the Georgia Department of Community Affairs regarding the filing and processing of development of regional impact applications; and

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

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

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

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

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

Now, Therefore, The Council of the City of Hoschton HEREBY ORDAINS as follows:

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Ordinance Z-23-03 Rocklyn Homes PUD

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


Section 6.

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


Section 7.

Pursuant to O.C.G.A. § 36-36-117, the city shall not change the zoning, land use, or density of the annexed property for a period of two years unless such change is made in the service delivery agreement or comprehensive plan and adopted by the affected city and county and all required parties.

So ORDAINED, this the 18th Day of September, 2023.


James Lawson, Acting Mayor

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

ATTEST

Jennifer Kidd-Harrison, City Clerk



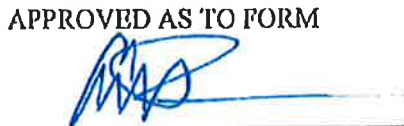
APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

EXHIBIT A
DESCRIPTIONS OF PROPERTY

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: 1,485,399.1 and East: 2,424,919.5, coordinates based on NAD83 State Plane Coordinate system, Georgia West zone, said rebar located on the easterly right of way of GA. Highway 53 (variable 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 46.57 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, 769 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 668.70 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 98.66 feet to a found 1/2 inch open top pipe; thence North 89 degrees 00 minutes 55 seconds East a distance of 368.19 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 3086.20 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 68 degrees 57 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 465.41 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 192.98 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 146.52 feet to a point; North 30 degrees 30 minutes 46 seconds West a distance of 54.72 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 46 seconds West a distance of 406.85 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.

Map/Parcel 114/002A



Map/Parcel 114/001B



Ordinance Z-23-03 Rocklyn Homes PUD

Map/Parcel 114/001A



Map/Parcel 114/001B1

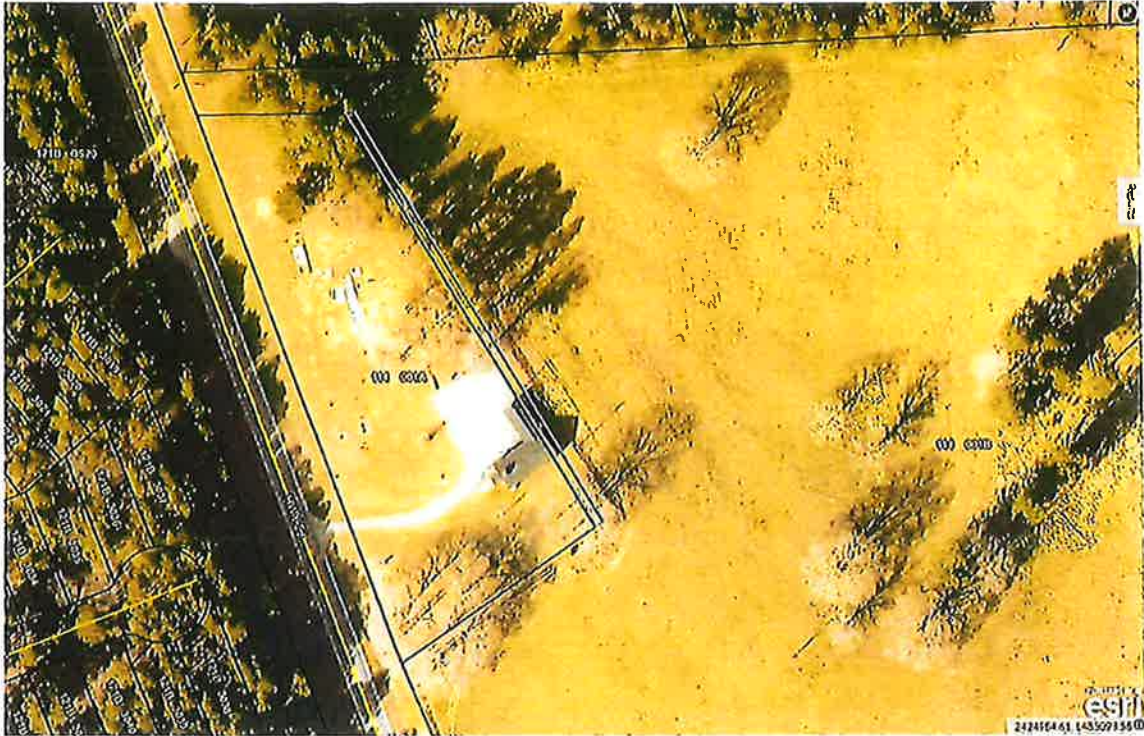


EXHIBIT B
CONDITIONS OF ZONING APPROVAL

The Planned Unit development (PUD) zoning approved per this ordinance shall be subject to the following conditions of approval:

CONDITIONS OF APPROVAL
Z-23-03 PUD ZONING
9-18-23

1. **Substantial accordence with final development plan book.** Unless otherwise required by these conditions of zoning approval, the property shall be developed in substantial accordence with "Exhibit A: Site Plan" and the final development plan book submitted to the City of Hoschton on September 1, 2023 (the "Final Plan Book").
2. **Permitted and required uses.**
 - (a) **Open space.** The PUD must consist of at least 20 percent open space. Any real property within the PUD dedicated to the City of Hoschton shall be subtracted from the total site area of the PUD for purposes of calculating the 20 percent requirement.
 - (b) Only ½ of any open waterway within the PUD can be counted toward meeting the open space requirement. Open space tracts shall be required to be delineated separately from stormwater detention tracts, unless the zoning administrator accepts calculations of open space that separate stormwater facilities from lands authorized to be counted as open space per the PUD requirement for open space in the city's zoning ordinance.
 - (c) **Civic space and recreational amenities.** There shall be civic space and recreational amenities for the PUD provided by the owner/ developer in substantial accordence with those described in the Final Plan Book. There shall be at least three "pocket" parks integrated in the detached, single-family portion of the PUD. There shall be at least one amenity integrated into the townhouse portion of the PUD. There shall be a master amenity which shall be accessible by pedestrians and vehicles from all uses in and areas of the PUD. A trail system shall be incorporated along or within the Indian Creek floodplain/ stream corridor area, and it shall connect to the existing lake which shall be incorporated into the PUD as an amenity feature.
 - (d) **Residential uses.** The PUD shall be authorized to have detached, single-family residential dwelling units (lots) and fee-simple townhouses (lots), as specified in greater detail in these conditions of approval. There shall be no attached or multiple-family residential units authorized (e.g., apartments, condominiums) other than fee simple townhouse units.
 - (e) **Churches and institutional uses.** Churches, cemeteries accessory to churches, and institutional uses shall be permitted within the PUD.
 - (f) **Commercial uses minimum area. generally.** There shall be a minimum of 3.0 acres within the PUD for commercial uses. Commercial uses shall be limited to the +/-3.0

acres depicted as Outparcel #1 and Outparcel #2 on the Final Plan Book. The minimum 3.0 acres excludes the existing church site, cemetery and church expansion area proposed in the PUD application.

- (g) **Commercial uses permitted.** Unless specifically prohibited by these conditions of zoning approval, uses permitted in the C-2 zoning district of the Hoschton zoning ordinance generally shall be permitted in commercial areas of the PUD, and uses listed as conditional in the C-2 zoning district may be authorized as conditional uses following conditional use procedures of the Hoschton zoning ordinance.
 - (h) **Commercial uses prohibited:** That following commercial uses shall be prohibited in the PUD: Adult establishment, automobile-oriented use (sales, service, repair), check cashing/ payday loan facility, gas station, dollar store, fireworks sales, funeral home, hookah/vapor bar or lounge, self-storage or mini-warehouse; smoke or vape shop, tattoo or body piercing parlor, and title loan facility.
 - (i) **Conditional use(s).** One or more uses not authorized by these conditions may (unless specifically prohibited by these conditions) be considered for approval and approved by the Hoschton City Council after the filing of a conditional use permit application in accordance with requirements of the City's zoning ordinance.
3. **Dedication of land.** Subject to the approval of the City of Hoschton, the owner/ developer shall donate, transfer, and convey at no cost to the City of Hoschton the following:
- (a) approximately 3.3 acres of property located along Highway 53 and depicted as "Civic Space #1 Fire/Police/Safety" on Exhibit A: Site Plan for any public purpose deemed appropriate in the sole judgment of the City of Hoschton;
 - (b) approximately 4.0 acres of property located along Highway 53 and depicted as "Civic Area #2 Community Gathering Space" on Exhibit A: Site Plan for any public purpose deemed appropriate in the sole judgment of the City of Hoschton; and
 - (c) approximately 16.35 acres of land adjacent to the Public Safety Complex area and labeled as "School/Civic" on Exhibit A: Site Plan for any public purpose deemed appropriate in the sole judgment of the City of Hoschton.
 - (d) **Timing and condition of dedications.** At the time of conveyance, owner/developer shall deliver the real property in a pad ready condition. Owner/developer shall donate, transfer, and convey said parcels of land no later than one year from the approval of any land disturbance permit.
4. **Residential development; housing units; housing unit mix;**
- (a) The maximum number of dwelling units/lots shall be 1,055.
 - (b) Of the total 1,055 units authorized, at least 60 percent shall be detached, single-family dwellings (i.e., 633 units minimum, if the total number of units authorized are constructed).
 - (c) No more than 40 percent of the total units authorized may be fee simple townhouse units (i.e., 422 units maximum, if the total number of units authorized are constructed).

5. PUD Dimensional requirements generally.

- (a) **Buffer abutting light industrial.** A 25-foot wide buffer, which may be graded and replanted, shall be required to be provided and maintained along the entire north property line of Map/Parcel 114/ 001B abutting the light industrial area.
- (b) **Landscape strip along SR 53 in front of church.** A 25-foot wide landscape strip shall be required to be planted and maintained along the church property frontage abutting SR 53 (Map/Parcel 114/001A).
- (c) A 25-foot wide buffer, which may be graded and replanted to meet the screening requirements of the Hoschton zoning ordinance, shall be provided and maintained along the PUD's south external property line abutting parcels 114/013R, 114/013M, and 114/013H in unincorporated Jackson County. Unless otherwise approved by the zoning administrator, screening tree species shall consist of savannah holly, southern magnolia, and red cedar or combination thereof.
- (d) A natural vegetative buffer shall be maintained for fifty (50) feet, measured horizontally on both banks (as applicable) of streams as measured from the top of the stream bank. An additional setback shall be maintained for twenty-five (25) feet, measured horizontally beyond the undisturbed natural vegetative buffer in which all impervious cover shall be prohibited.
- (e) The principal building setback from a PUD exterior property line shall be 30 feet.

6. Residential dimensional requirements. The residential land uses in the PUD shall be subject to the following dimensional requirements:

- (a) **Maximum building height, all units:** 40 feet and 3 stories.
- (b) **Maximum lot coverage:** 75% detached homes; 90% attached townhomes.
- (c) **Minimum driveway length measured from back of sidewalk** (front loading) or alley (rear loading) to face of garage, all units: 20 feet.
- (d) **Parking, all units:** A minimum two-car garage is required for each unit.
- (e) **Street trees:** 1 per lot.
- (f) **Dimensional requirements by lot type:** The following dimensional requirements and limitations shall apply to residential lots, and the maximum number of the 40-foot detached lots shall not exceed those shown in the Final Plan Book:

Residential Lot Type	Minimum Lot Size (sq. ft.)	Minimum Lot Width (ft.)	Minimum Front, Side, Major Side/Corner, Rear Building Setbacks (ft.)
60-foot Detached	6,100	60	15, 5, 7.5, 20
50-foot Detached	5,100	50	15, 5, 7.5, 20

40-foot Detached	4,100	40	15, 5, 7.5, 20
Attached (townhouses)	1,300	22	0, 0, 0, 0

- (g) **Minimum heated floor area per dwelling unit:** 1,600 square feet (townhouses); 1,600 square feet (one-story detached homes) 1,800 square feet (two-story detached homes)
 - (h) **Minimum separation between townhouse buildings:** 20 feet.
7. **Residential architectural elevations and external building material finishes.** The architectural style of homes shall be in general accordance with the renderings included in the Final Plan Book. Front facades of homes shall be constructed primarily (50% or more) of brick and/or stone. The sides and rear shall be the same or of fiber cement shake, siding, and/or board and batten.
 8. **Residential development dimensional requirement not specified.** Where the Final Plan Book or these conditions of zoning fail to articulate a given regulation for residential development, such as accessory building setbacks and the like, the project shall be required to adhere to dimensional requirements of the MFR (Multi-family Residential) zoning district and general provisions of the Hoschton zoning ordinance, unless a variance is applied for and obtained.
 9. **Commercial dimensional requirements.**
 - (a) **Maximum building height:** 40 feet.
 - (b) **Maximum building coverage (% of site area):** 80%
 - (c) **Principal building setbacks:** 20' front, 20' side, 20' rear.
 - (d) **Frontage landscape strip (width):** 10'.
 - (e) **Minimum tree canopy and minimum landscaped open space (% of lot):** 20%.
 10. **Commercial architectural elevations and external building material finishes.** The owner/developer shall submit for City Council's consideration and approval, prospective front, side and rear elevations of commercial architecture included in the PUD, prior to issuance of a building permit for any such building. In addition, the owner/developer shall submit as a part of this package uniform standards and guidelines for commercial signage and PUD project entrances. Once approved the elevation drawings and standards and guidelines shall be binding on all builders and enforceable at the time of commercial building permit issuance.

11. **Commercial development dimensional requirement not specified.** Where the approved PUD application and these conditions of zoning fail to articulate a given regulation for commercial development, such as accessory building setbacks, maximum lot coverage, and the like, the project shall be required to adhere to dimensional requirements of the C-2 zoning district and general provisions of the Hoschton zoning ordinance, unless a variance is applied for and obtained.

12. **Internal subdivision street standards.** All local subdivision streets serving residential development within the PUD shall be required to meet or exceed the following requirements:

- (a) Minimum right of way width: 50 feet
- (b) Minimum pavement width: 26 feet as measured from back-of-curb to back-of-curb
- (c) Minimum centerline horizontal radius: 125 feet
- (d) Minimum alley right-of-way or access/utility easement width: 25 feet
- (e) Minimum alley pavement width: 18 feet
- (f) Rolled curbs shall be authorized
- (g) Sidewalk standards: Minimum sidewalk width: 5 feet; Minimum landscape strip between back of curb and sidewalk: 2 feet
- (h) Minimum radius for cul-de-sac right of way: 50 feet
- (i) Minimum radius for cul-de-sac roadway: 40 feet (measured to face of curb)
- (j) Hammerhead turnarounds shall be a permitted turnaround design, so long as they are less than 150 feet meeting Appendix D of the Fire Code

13. **Improvement of State Route 53.**

- (a) Prior to any final plat approval for the respective property with frontage, or prior to the issuance of a development permit in the case of commercial use, the owner/developer shall be required to install at owner/developer's expense improvements as may be required by the Georgia Department of Transportation (GDOT).
- (b) Unless otherwise approved by the GDOT, the entrances/exits onto SR 53 shall be limited to the number and shall be improved to the standards recommended by the traffic engineer in the traffic study submitted with the application for Development of Regional Impact (DRI) and the Planned Unit Development (PUD) zoning.
- (c) The owner/developer shall install a traffic signal at the PUD project entrance aligning with Crystal Lake Parkway, if and when warranted and approved by GDOT.
- (d) Construction of multi-use trail/Life Path. The owner/developer shall at no cost to the city construct an 8-foot wide multi-use path along the subject property's frontage on Highway 53.

14. **Sewage system lift station requirements.**

- (a) The PUD shall be designed so that there is no more than one sanitary sewer lift station to serve the entire development. In the event that it is impossible or impracticable to serve the entire development with a single sanitary sewer lift station, a second sanitary sewer lift station may be provided, if approved by the Director of the City of Hoschton Water and Utilities Department.

- (b) The sewage lift station(s) shall be constructed by the owner/developer at no cost to the city, except as otherwise conditionally provided in this zoning condition.
 - (c) The sewage lift station shall be located on a lot with a minimum area of 10,000 square feet. Said lot shall have at least 30 feet of frontage on a public street and shall be deeded, in fee simple title to the city of Hoschton, within one year of final construction approval.
 - (d) After construction of the sewage lift station by the owner/developer and dedication to the city, if determined in the public interest by the city, the city may on its own initiative initiate a capital project to oversize the lift station to serve subsequent additional development upstream of the sewer lift station.
15. **Pedestrian connection to Sell's Mill Park.** Prior to the issuance of the final certificate of occupancy the owner/developer shall, if authorized by the county, construct a pedestrian connection from the PUD and its open space and pedestrian access network (i.e, trail network along Indian Creek) to county-owned Sell's Mill Park (Map/Parcel 114/ 003B). Said trail connection shall be provided as a natural surface (i.e., mulch or gravel) trail.
16. **Arbitration Panel Finding.** The City of Hoschton shall levy the Jackson County impact fees at the time of building permit issuance and remit the impact fees to Jackson County.
17. **Collection of Jackson County impact fees.** Collection of Jackson County impact fees as set forth in the preceding section shall be subject to the negotiation and finalization of an intergovernmental agreement between the City of Hoschton and Jackson County, in a form satisfactory to the City Council of the City of Hoschton.
18. **Sewer connection fees and capacity.**
- (a) In order to have the capital funds needed to construct wastewater treatment plant capacity to serve the subject PUD, the city will, prior to and as a condition of preliminary plat approval require the owner/ developer to pay in advance of building permitting the amount of \$6,330,000.00, which is the prepayment of sewer connection fees for the development of 1,055 residential units.
 - (b) The condition set forth in this section shall be further outlined in an agreement between the owner/developer and the City of Hoschton. As part of said agreement, the owner/developer shall acknowledge that the PUD project shall not be vested with rights to connect to sanitary sewer until the connection fees are paid and until an agreement between the owner/developer and the City of Hoschton as to this condition is approved and executed by both the owner/developer and the City of Hoschton.
19. **Water line(s) serving the PUD.**
- (a) The owner/ developer shall at no cost to the city extend a water trunk main (size and type to be determined and approved by the city engineer) to the PUD and provide for all water lines necessary to serve the PUD with city water.
 - (b) The city engineer may require any such water lines to be looped for adequate water pressure.

(c) The city engineer may require any such water lines to be connected or interconnected to other water system components, including future water supplies and as may be determined appropriate and as may be required by these zoning conditions.

20. Water supply.

(a) The owner/ developer agrees to authorize the city to explore the subject property for potential tapping of groundwater supply via a public well or wells.

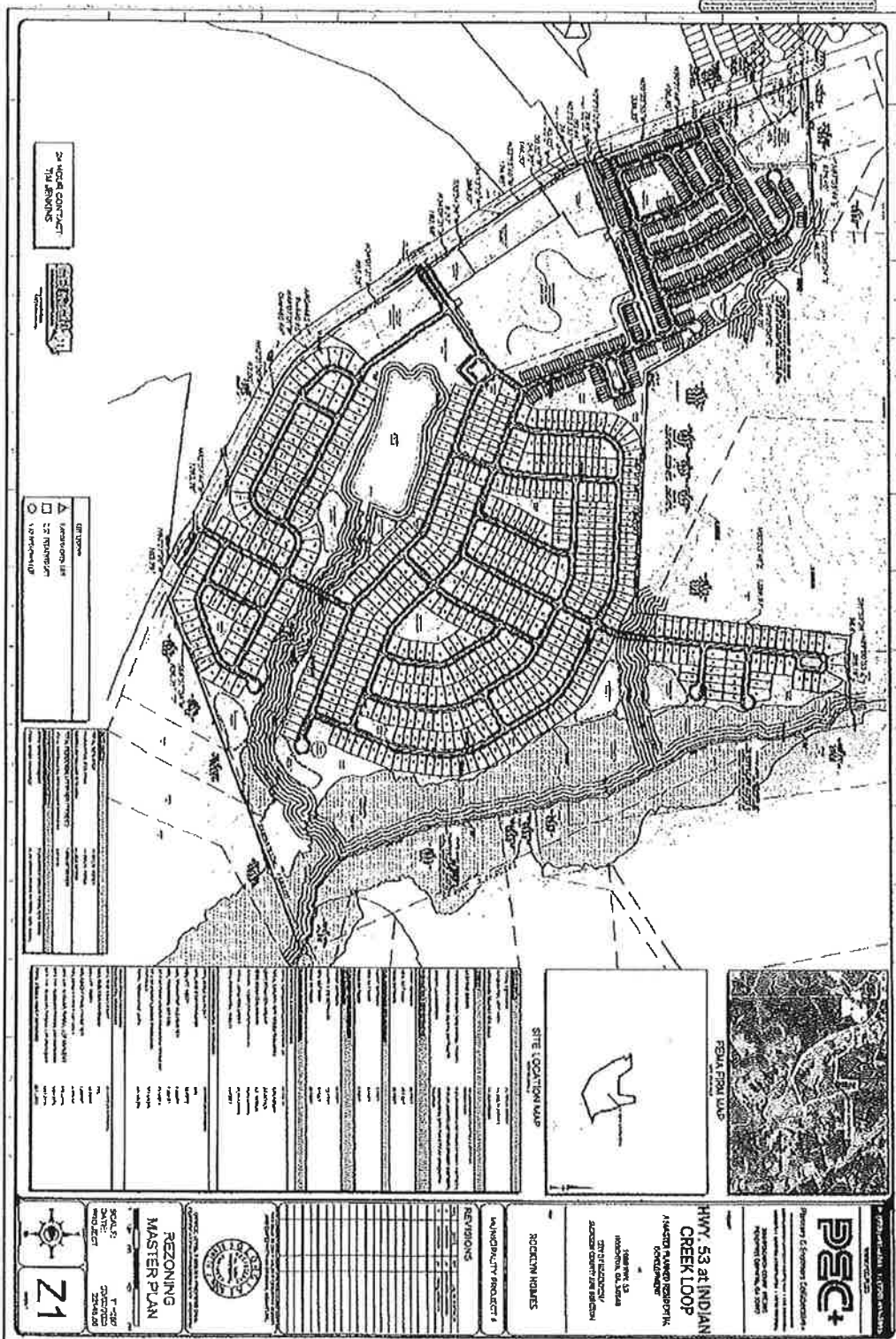
(b) If one or more well water sites are considered appropriate by the city and the owner/developer after such explorations or studies, the owner/ developer agrees to negotiate with the city in good faith for the dedication of such water well site(s) at no cost to the city or in exchange for reduction, waiver or credit of certain subsequent water connection fees.

(c) The city may require the participation of the owner/ developer in the construction of water well capital facilities in exchange for the reduction, waiver, or credit of subsequent water connection fees, subject to the approval of and acceptance by the owner/ developer.

(d) This condition shall be satisfied prior to the issue of any development permit involving connection to the city or other public water system.

21. Public street connection. To provide for a potential future public (local) through street connection, the owner/developer shall provide a publicly dedicated street right of way with a minimum 50-foot wide right of way and a local street with a pavement width of at least 26 feet from back of curb to back of curb within the Planned Unit Development, connecting SR 53 to the common property line between Map/Parcel 114/001B and 113/015A. The right of way shall extend to said common property line, and the pavement shall extend to within 25 feet of said common property line.

EXHIBIT "A": SITE PLAN



NEW BUSINESS

ITEM #11

Phase 1B Water Distribution System
Improvements-EMI Addendum #4

November 9, 2023

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

RE: Proposed Phase 1B, Water Distribution System Improvements for the City of Hoschton, Addendum Number Four- Final planning, permitting, bid and Construction Services

Dear Jennifer:

The Phase IA, water project is nearing completion, with several small items to finish up. Phase 1B, which will extend the 12' main north along White Street, along West Jefferson Street, and north along SR 53 and ultimately to the North water tank will consist of about 4,400 liner feet of new main and appurtenances.

We understand that funds are budgeted in FY 2024 for this next phase, and the City wishes to advertise for bids in December and open bids in early January.

Enclosed, please find EMI's proposed addendum number four which will cover all engineering and construction services for final permitting for this phase to construction completion.

The addendum details the steps involved and details the general scope of work and proposed fees.

We are hopeful to have improved bidder participation and have been encouraged by recent bid activity of public works projects.

Please review the proposed addendum, and if acceptable, please sign same and forward one copy to our office.

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

Sincerely,

ENGINEERING MANAGEMENT, INC.


Jerry E. Hood, CEO

Enclosures: Addendum Number four; Project Map

C: Mr. Russ Brink, EMI

Mr. Brett Day, Superintendent, Mr. Greg Bennett, EMI

Z:\PROJECTS\18\18054 Hoschton waterlines/phase1B/jkiddaddendumno4 11 09 2023fs2

ADDENDUM

Addendum No. Four (4)

Date: November 9, 2023

Engineer's Project No.: 18-054

Project: City of Hoschton Water Main Upgrades, Phase IA

Client : City of Hoschton, Georgia

Contract for: Surveying, Design, Permitting, Bidding and Engineering during Construction Services

Original Contract date: April 22, 2021

As Engineer for this Project, we shall perform the following changes to the above referenced project: PHASE 1B SCOPE OF WORK-

- *Project Bids – Revise Existing plans to include Phase 1B only from SR 53 and White Street north along White Street and SR 53 to West Jackson Road, as shown on map exhibit attached. The total length of new waterline is approximately 4,300LF. Services shall include revised erosion control plans, a new land disturbance permit, and a new GDOT permit at SR 53 & Jefferson Street. EMI will assist the Owner in advertising the project for bids, including website advertisements and individual notices to Contractors. Following the receipt of bids, EMI will evaluate the bids, prepare a certified tabulation of all bids received and perform a due diligence review of the three lowest responsive, responsible bidders. EMI will also prepare a recommendation of award to the lowest responsive, responsible bidder. Fee- Not-to-exceed \$19,500.*

- *Award and Preconstruction Activities - Following the award of the construction contract, EMI will prepare construction contract documents and facilitate the proper execution of bonds and insurance certificates by the successful Contractor. EMI will also facilitate the signing of the contracts by the Contractor and Owner and final review by the Owner's attorney. EMI will also facilitate the planning and organization of a pre-construction conference and the issuance of a notice to proceed to the Contractor. Proper notices of the beginning of construction will also be facilitated by EMI including federal and state agencies as well as affected property owners. Fee- Not-to-exceed \$4,500.*

- *Construction Activities - As authorized by the Owner, EMI will review shop drawings submitted by the Contractor, facilitate testing and material quality control, on-site inspections, agency compliance reviews, wage rate reviews, quantity measurement and similar construction management tasks. EMI will also provide budgetary controls and reporting and periodic financial drawdowns for funds from the participating agencies. Monthly or periodic construction pay requests will be verified in the field and submitted to the Owner for approval. Ongoing verification of construction "as-built" drawings will be kept ensuring accurate records of the Owner's facilities will be preserved. Fee- Not-to-exceed \$38,000.*

• *Project Closeout Activities - Upon completion of the project, EMI will conduct a semi-final inspection of the project with the Owner, Contractor, and appropriate parties. This procedure will include "start-up" activities of all major project components and will include participation by the manufacturer's representative and any other entity involved in the project's components. Fee- Not-to-exceed \$5,000.*

• *Final Inspection and Project Delivery - Once the project is deemed substantially complete, EMI will complete all final documents including final payments, warranty information, as-built records, substantial completion certificates, final funding draws, lien releases, and associated reports to all entities involved in the project. Fee- not-to-exceed \$4,500*

• *Post Construction Activities - EMI will be available to assist the Owner in evaluating and troubleshooting any operational issues and warranty deficiencies during the Contractor's warranty period. EMI will also assist the Owner with periodic reports to the funding agency relative to project outcomes and achieved goals. Fee- not-to-exceed \$2,500.*

The changes result in the following adjustment of Contract Price and Contract Time:

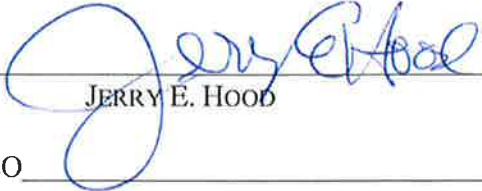
Net Increase in Contract Price Resulting from this Change: Not-to-Exceed \$74,000

Net Increase in Contract Time: N/A

The above changes are accepted: _____
The City of Hoschton
CLIENT

DATE: _____ BY: _____

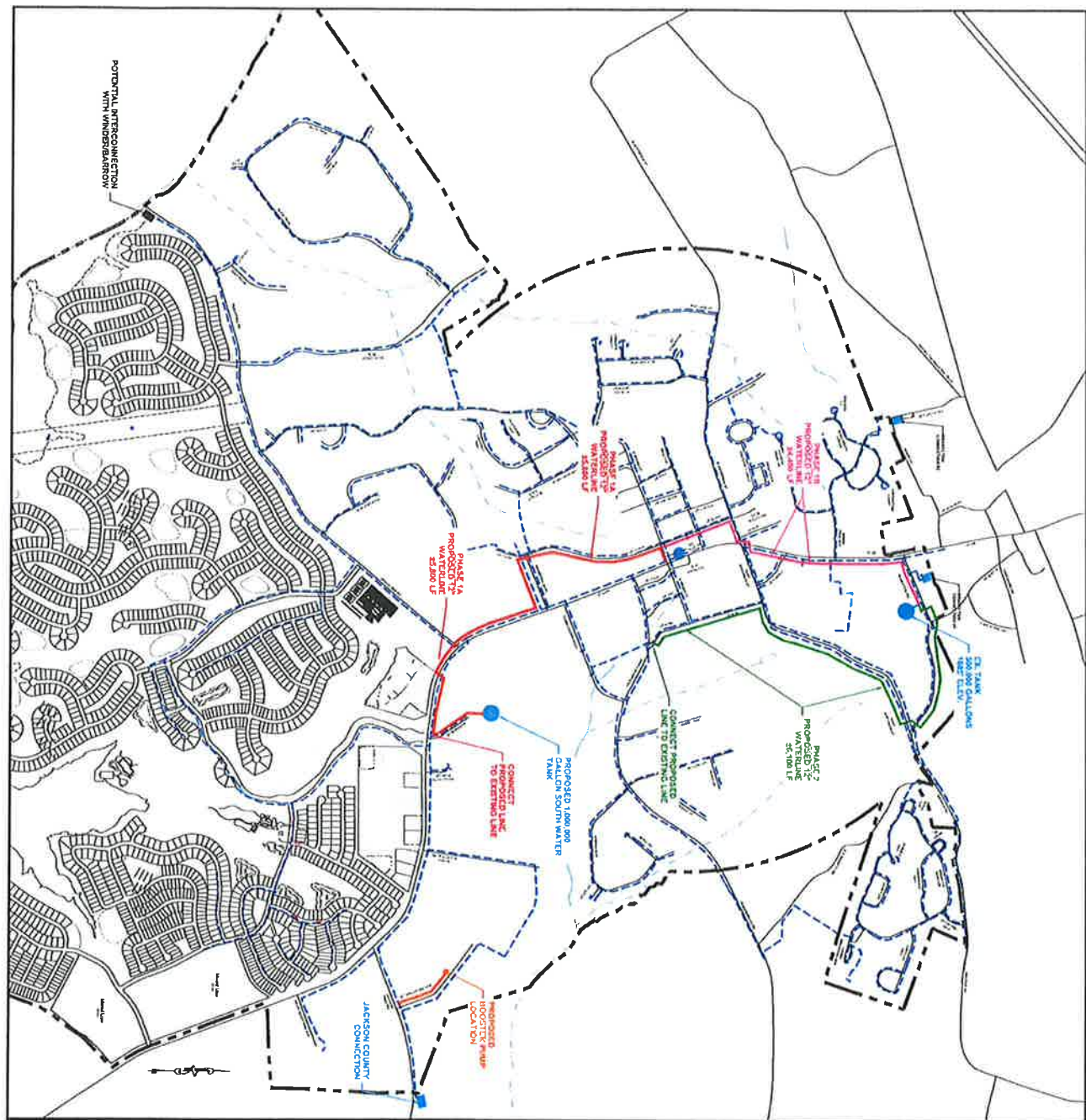
ENGINEERING MANAGEMENT, INC. acknowledges the above-described changes in the scope of service for the above referenced project.

APPROVED BY: _____ BY: 
JERRY E. HOOD

TITLE: CEO _____

DATE: 11-8-2023

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**PROPOSED WATER
DISTRIBUTION
SYSTEM
IMPROVEMENTS**

**CITY OF HOSCHTON
OVERALL SITE
PLAN
2023**



LEGEND

EXISTING	SOLID LINE
PROPOSED	DASHED LINE
CONNECTION	DOTTED LINE
POTENTIAL INTERCONNECTION	DASHED LINE WITH DOTS

EMI ENGINEERING MANAGEMENT
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 764-1100
 Fax: (405) 764-1101
 Email: info@emi-engineering.com
 Website: www.emi-engineering.com

NEW BUSINESS

ITEM #12

Disposition of Surplus Property

Documentation to
follow

NEW BUSINESS

ITEM #13

2024 Meeting Schedule

(Discussion Only)

NEW BUSINESS

ITEM #14

Discussion of Rental Restrictions