

CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, FEBRUARY 8, 2024 AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



WORK SESSION
AGENDA

CALL TO ORDER

AGENDA APPROVAL

REPORTS BY MAYOR, COUNCIL, AND STAFF

OLD BUSINESS

1. Garland Contractors, Inc. Public Works Building Estimate

NEW BUSINESS

1. Creekside Townhomes Elevations Approval
2. Resolution 24-03: City of Civility Designation
3. Resolution 24-04: Property Acquisition from Bobby L. Blankenship and Dianne S. Blankenship
4. Resolution 24-05: Awarding Construction Contract for the South Water Tank Project
5. Resolution 24-06: Awarding Contract for Phase 1B Water Distribution System Improvements
6. Resolution 24-07: Updating Authorized Signers on Bank Accounts
7. Resolution 24-08: A Resolution Accepting from KH Twin Lakes, LLC, the Dedication of 0.027 acre of right of way along the southeast side of Peachtree Road.
8. Resolution 24-09: A Resolution Accepting from Hog Mountain Properties, LLC, the Dedication of 0.092 acre of right of way along the southeast side of Peachtree Road.
9. Resolution 24-10: A Resolution Accepting from Hog Mountain Properties, LLC, the Dedication of right of way along the northwest side of Peachtree Road.
10. Resolution 24-11: A Resolution Accepting from DCH Montebello, LLC, the Dedication of right of way along the northwest side of Peachtree Road.

11. Request that the Hoschton City Council initiate an application for variance (V-24-01) to the Hoschton zoning ordinance, Article IV, "Zoning Districts," Section 4.11, "C-2, General Commercial Highway Oriented District," (Table 4.4, "Dimensional Requirements for Non-Residential Zoning Districts," to reduce the required front building setback of Peachtree Road Extension right of way (east property line) from 15 feet to 5 feet for property (Map/Parcel 120/013I; 1.54 acre) fronting on the east side of SR 53 and the south side of Towne Center Parkway) on behalf of the property owner (Towne Center 53, LLC, Property Owner) (C-2 zoning)

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)

ADJOURN

MONTHLY
DEPARTMENTAL
REPORTS

**CITY MANAGER REPORT
JANUARY 2024**

Met with our Engineering team to discuss capital projects

Met with Brewer Engineering to discuss the layout for the public park at 153 Mulberry Street

Met with the department heads to discuss day to day projects

Department heads, human resource and myself met with all employees individually and reviewed goals for themselves and their department for 2024.

Bidding for Water Line Upgrade for Phase 2

Met with Councilmember Dave Brown, Water/Sewer Superintendent Brett Day, Mayor Debbie Brown, Jerry Hood, Engineer and myself to review capital projects for water and sewer and concerns at Deer Creek.

Meeting with Senator Frank Ginn along with other counties and cities to discuss future water supply project.

Mayor and myself met with GDOT and discussed the upcoming Q&A that they will present. City Manager, Water Supervisor, Mr. Brett Day and Mr. Greg Bennet and our Engineering team met with contractor to discuss finalizing the last steps for Phase 1 Water Update

Water / Sewer Supervisor, Mr. Brett Day met with the GA EPD to conduct a water audit. This is a routine inspection of the water system they perform about every three years to ensure the city is in compliance with all the rules and regulations of the GA Safe Drinking Water Act and that we are following the guidelines of our State issued Water system permit and GA Groundwater Permit.

City Manager met with Councilmember Tina Brown, President of Hoschton Historic Preservation, Ms. Karen Wittry along with Ms. Carol Tanner to discuss the renovation needs for the home at 153 Mulberry Lane. We look forward to sharing this report with Mayor and Council soon.

Our Team met with Kolter and our well exploring team to determine if their would be good well sites on the Kolter Development Site. We hope to have a report back to share with all Mayor and Council soon.

Mayor Martin, Councilmember Dave Brown, City Manager, City engineer, Mr. Jerry Hood and Water Supervisor, Mr. Brett Day met with Barrow County Water Supervisor, Mr. Chris Yancy to discuss infrastructure for future needs of more capacity.

Mayor and City Manager set up interviews with 7 individuals that have shown interest in being apart of the Planning and Zoning Committee on March 31, 2024. 30 min interviews between 9am – 12:30pm. Mayor Martin will have updates for all Council.

Best Regards,
Jennifer Harrison
City Manager

Police Department Report 01/31/2024

1. **Reports and Citations**- The Police Department generated right at 250 incident numbers since Jan. 1 and wrote 58 citations in the month of January.
2. **Court**- We will have court again on February 15th at City Hall.
3. **Training**- Officer Kesler has been on light duty and has completed several online courses this month including community policing, use of force, human trafficking and several others.

PW Department Activity Report-January 2024

A. Week 1 (1.1.24)

- a. Removed Christmas lights and decorations
- b. Removed trash along Josh Pirkle, West Jefferson, and East Jefferson
- c. Set-up speed limit sign in front of WJES
- d. Weekly trash pick-up-City Hall/City Square
- e. Weekly set-up at community center
- f. Weekly check of all streets signs for damage and maintenance
- g. Weekly check for illegal R-O-W signs

B. Week 2 (1.8.24)

- a. Remove debris from Deer Creek Cross Drain
- b. Check all city storm system during storm event of 1.9.24
- c. Cleared storm drain at 94 Deer Creek Trail
- d. Removed trash along Town Center Pkwy, New Street, Broad Street
- e. Weekly trash pick-up-City Hall/City Square
- f. Weekly set-up at community center
- g. Weekly check of all streets signs for damage and maintenance
- h. Weekly check for illegal R-O-W signs
- i.

C. Week 3 (1.15.24)

- a. Weekly Truck checks (Maintenance and tools)
- b. Weekly trash pick-up-City Hall/City Square
- c. Weekly set-up at community center

- d. Weekly check of all streets signs for damage and maintenance
- e. Weekly check for illegal R-O-W signs
- f. Removed trash along Hwy 53, Nancy Blvd, and Jackson Trail

D. Week 4 (1.22.24)

- a. Weekly Truck checks (Maintenance and tools)
- b. Assisted W/S with jetting Brook Glen sewer lines
- c. Started reshaping Nancy ditches and removed debris from storms
- d. Weekly trash pick-up-City Hall/City Square
- e. Weekly set-up at community center
- f. Weekly check of all streets signs for damage and maintenance
- g. Weekly check for illegal R-O-W signs
- h. Removed trash along Peachtree road
- i. Monthly Safety and MS4 staff meeting

E. Week 5 (1.29.24)

- a. Weekly Truck checks (Maintenance and tools)
- b. Weekly trash pick-up-City Hall/City Square
- c. Weekly set-up at community center
- d. Weekly check of all streets signs for damage and maintenance
- e. Weekly check for illegal R-O-W signs
- f. Assisted W/S by taking chemicals to wells
- g. Unloaded sewer rings and lids donated by dirt works
- h. Located sewer manholes along Bell Ave., Board Street, West Jefferson, and hall street for clean-up



**SAFETY & MS4 MEETING
ATTENDANCE SIGN IN**

Date: 1-26-24

Department: Water/sewer/public works

Safety Topic: Excavation Safety

MS4 Topic: Illicit Stormwater Discharges

Attendees:

| | |
|-------------------------|-------------------------|
| <u>Joe Hayes</u> | <u>[Signature]</u> |
| <u>John Fouts</u> | <u>[Signature]</u> |
| <u>Derrick Ethridge</u> | <u>Derrick Ethridge</u> |
| <u>Jack Wain</u> | <u>[Signature]</u> |
| <u>Wayne Croniz</u> | <u>[Signature]</u> |
| <u>Scott Wilkes</u> | <u>Scott Wilkes</u> |
| <u>Jason Blocher</u> | <u>[Signature]</u> |
| <u>Tiffany Wheeler</u> | <u>[Signature]</u> |
| <u>Brett Day</u> | <u>Brett Day</u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |
| <u> </u> | <u> </u> |

Safety Coordinator: _____



Hazards posed by striking buried underground utilities include property damage, injury, electrocutions, and even explosions.

In addition to OSHA rules, workers should be aware that there may be specific state, municipal, or local rules for “Call before you dig” where the work is being done.

- Always respect the markings and flags placed by the locating service.

OSHA Standard 1926.651(b)(1) states that *the estimated location of utility installations, such as sewer, telephone, fuel, electric, water lines, or any other underground installations that reasonably may be expected to be encountered during excavation work, shall be determined prior to opening an excavation.*

- Call **811** from anywhere in the country a few days prior to working on excavations or trenches and the call will automatically be routed to the local one call center.
- Prior to excavation and calling before you dig some states require contractors to “white line” the area proposed for excavation.
- “White line” the area by painting arrows, dashes, dots, or lines in the area the crew will be digging before the locate service arrives.

OSHA Standard 1926.651(b)(2) says that *utility companies or owners shall be contacted within established or customary local response times, advised of the proposed work, and asked to establish the location of the utility underground installations prior to the start of actual excavation.*

| COLOR CODE FOR MARKING UNDERGROUND UTILITIES |
|--|
| PROPOSED EXCAVATION |
| TEMP SURVEY MARKINGS |
| ELECTRIC – POWER |
| GAS – OIL – STEAM |
| TELCO – COMMUNICATIONS |
| POTABLE WATER |
| RECLAIMED WATER |
| SEWER – DRAIN LINES |

Not for resale or unauthorized redistribution. For all terms & conditions that apply, please visit www.weeklysafety.com.



January 2024 Monthly Report

Water

- Daily water route check of connections, water tank and random sample sites
- Daily checks and operations of both city wells
- Daily water sampling
- Weekly well cleanings
- Monthly Meter high usage and non-read meter reading
- Pulled monthly Reporting EPD Samples
- Pulled monthly Bacteriological samples throughout water system
- Replenished Chemicals at both Wells
- Daily utility locates, 272 water/sewer locates for the month of January
- Recorded all daily, weekly, and monthly Data
- Completed and Submitted Monthly Water Reports to EPD
- EPD came and completed a Sanitary Survey Inspection on the Water System
- Repaired Well vent at Cabin Drive Well
- Repaired chemical leak at Cabin Drive Well
- Deep Cleaned Both Well Buildings
- Repaired Water Sampling station in WildFlower subdivision
- Repaired 3 water leaks in system
- Flushed Sampling stations around town
- Meeting with Emory & Garrett and Kolter about potential well sites, walked the property
- Met with Barrow County again regarding Purchase Water
- Had Bid Opening for South Water Tank
- Had Bid Opening for Water System Improvements phase 1B
- In depth truck inventory was Completed and updated the Monthly/weekly Checklists

- Installed 11 new water Meters
- The Village Sidewalks were repaired from Decembers Water leak Repair

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, 272 water/sewer locates for the month of January
- Completed and Submitted Monthly Wastewater Report (DMR) to EPD
- Finished New Pump Station Startup (Twin Lakes #2)
- Removed trash barrels from Lift Stations
- Oliver Electric repaired Sludge pump issue
- Replaced level Transducer for EQ Pond
- Jetted sewer Backup in Brook Glen subdivision
- Clean/jetted several sewer lines in Brook Glen
- Started Sewer line/Right of Way inspection and Cleaning
- Found several older and buried Sewer Manholes
- Raised three Manholes to make visible
- Met with EMI and done a field evaluation of the grinder pump system at Panther court and West Jefferson Street.
- Oliver Electric Repaired Decant Valve on Digester Tank
- Fixed Driveway at Towne Park Lift Station
- In depth truck inventory was Completed and updated the Monthly/weekly Checklists

OLD BUSINESS

ITEM #1

Garland Contractors, Inc. Estimate-
Public Works Building



Contractors, Inc.

PO Box 370
Bogart, GA 30622

General Contractors

OFF (770)725-9000
FAX (770)725-8900

Hoschton Public Works Project

374 Cabin Dr, Hoschton GA 30548

Budget Site & Building Estimate Summary

January 3, 2024

Based on preliminary drawings by DuSouth and Garland

| | | | |
|---|--|-----------|--------------|
| 1 Mobilization | | | \$ 2,500.00 |
| 2 Site - clearing, gravel pad, dumpster pad, concrete apron building pad grading, safety fence | | | \$ 91,700.00 |
| 3 Earthwork - grading | | | \$ 80,500.00 |
| 4 Erosion Control | | | \$ 28,500.00 |
| 5 Water - 1.5" PVC waterline - tap/meter by the owner | | By owner | \$ - |
| 6 Sanitary Sewer - does not include pump station | | By owner | \$ - |
| 7 Storm Sewer | | | \$ 8,500.00 |
| 8 Landscaping | | allowance | \$ 15,000.00 |
| 9 Survey, layouts and as-builts | | | \$ 5,200.00 |
| 10 Pre-engineered building material | | | \$ 75,548.00 |
| PEMB roof and wall insulation | | | \$ 6,700.00 |
| Labor to erect PEMB | | | \$ 34,000.00 |
| Building Details: | | | |
| 58' x 66' x 21' high eave | | | |
| Design Loads - IBC 2018 | | | |
| 20 PSF live load, 108 MPH wind load | | | |
| Standard gutters & downspouts | | | |
| Roof material - 24 gauge standing seam galvalume | | | |
| Wall material - 26 gauge exposed fastener with standard finish | | | |



Contractors, Inc.

PO Box 370
Bogart, GA 30622

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FAX (770)725-8900

| | | |
|---|-----------|---------------|
| 11 Concrete - building footings and slab 6" concrete slab with 3,000 PSI concrete Pier estimated - to be confirmed with PEMB reactions | | \$ 60,657.00 |
| 12 HVAC - restroom HVAC and warehouse heat Restroom exhaust fans, warehouse exhaust fans | | \$ 12,000.00 |
| 13 Electrical - per plans No low voltage. No service lateral included. | | \$ 35,000.00 |
| 14 Plumbing Sanitary waste and vent piping in schedule 40 PVC Provide and install floor drains in shop Provide and install one water heater Provide and install fixtures as shown on the plan | | \$ 34,000.00 |
| 15 Overhead doors (4) 14' x 14' doors (3) 10' x 10' doors | | \$ 36,420.00 |
| 16 Painting | | \$ 2,500.00 |
| 17 Personel Doors | | \$ 2,500.00 |
| 18 Fencing - allowance only for perimeter fencing if needed | Allowance | \$ 16,450.00 |
| 19 Office and bathrooms Framing, insulation and drywall | | \$ 7,000.00 |
| Restroom accessories | | \$ 2,215.00 |
| 20 Architectural, structural and MEP Design Cost (No engineer stamp on MEP - by subcontractor) | | \$ 15,000.00 |
| 21 Supervision, Travel, Tools, Equipment Temporary Toilet, Utilities | | \$ 129,000.00 |
| 22 Insurance | | \$ 9,600.00 |

Garland

Contractors, Inc.

PO Box 370
Bogart, GA 30622

General Contractors

OFF (770)725-9000
FAX (770)725-8900

| | | |
|------------------------------------|-----------|--------------|
| 23 Testing and special inspections | Allowance | \$ 10,000.00 |
| 24 Final Clean Up | | \$ 2,500.00 |
| 25 Permits & Fees | | by owner |
| 26 Payment and Performance Bond | | \$ 15,905.00 |

| | |
|-----------------------------|----------------------|
| Total Building Cost: | \$ 738,895.00 |
| G.C. Overhead - 6% | \$ 44,333.70 |
| GC Profit - 4% | \$ 29,555.80 |
| | \$ 812,784.50 |

NOTES

- 1 No building signage
- 2 No contingency money has been included.
- 3 No low voltage or security
- 4 No fire alarm system
- 5 No painting of exposed roof and wall steel structure
- 6 No interior liner panels
- 7 No pipe bollards
- 8 No shop equipment including racks, tools, lifts, etc.



DU SOUTH

Land Surveying
Civil Engineering
3700 Highway 107
Jacksonville, FL 32218
Phone: 904-450-1500
Fax: 904-450-1501
www.dusouth.com

Prepared for:
CITY OF HOSCHTON
615 CITY SQUARE ST
HOSCHTON, GA 30548
STEVEN CHRISTIAN
404-606-5892
steven@du-south.com

Engineering Plans for:
**HOSCHTON
PUBLIC WORKS**
37A CABIN DRIVE
HOSCHTON, GA 30548
JACKSON COUNTY
PARCEL: 120 03R

24 Hour Contact:
STEVEN CHRISTIAN
404-606-5892
steven@du-south.com

Prepared for:
CITY OF HOSCHTON
615 CITY SQUARE ST
HOSCHTON, GA 30548
STEVEN CHRISTIAN
404-606-5892

Date
11/14/2023

Project Number
23-197

Sheet Title
SITE PLAN

Sheet Number
C3.0

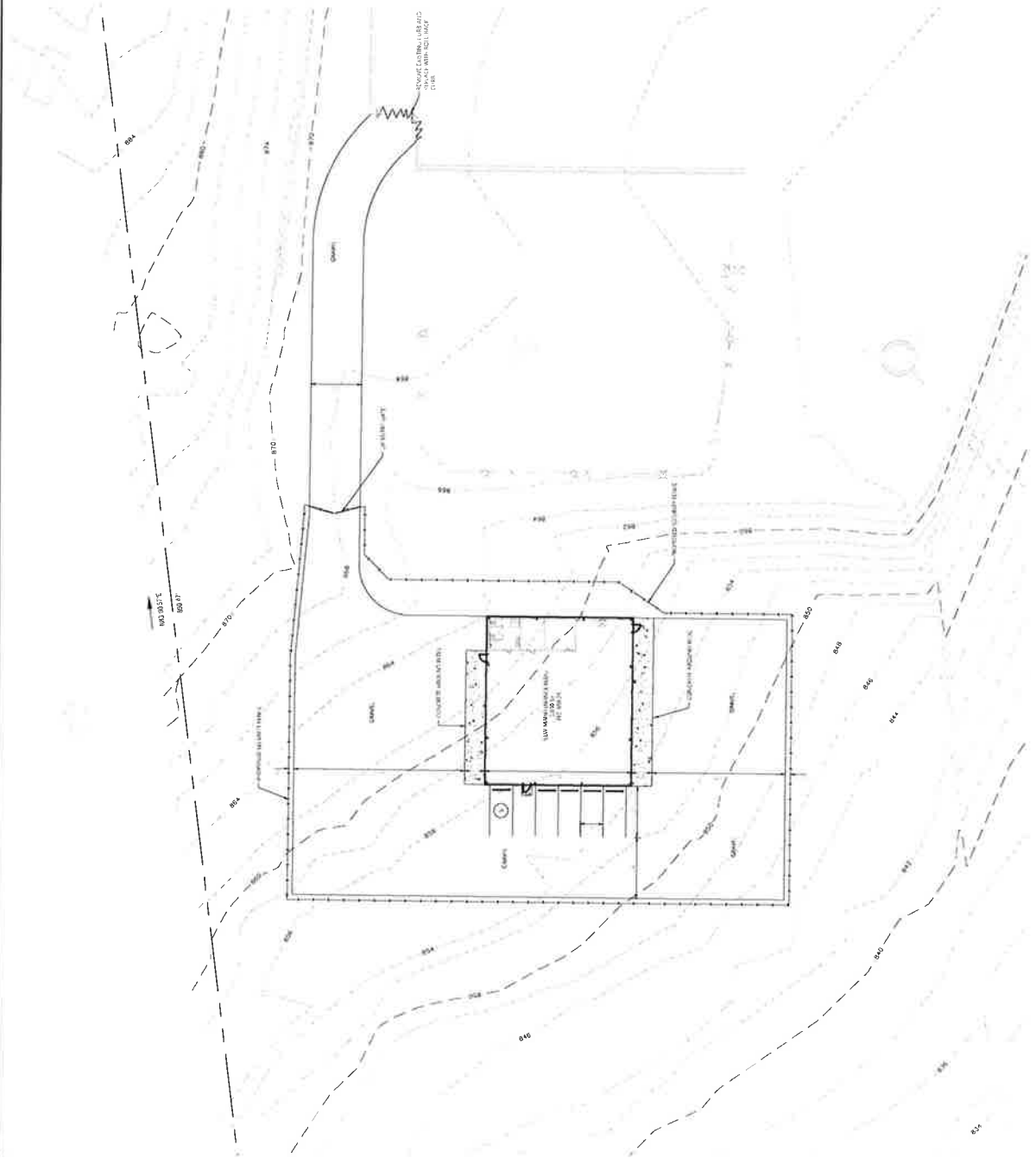


VICINITY MAP
SHEET #121-03-01A

| Project Summary | |
|---------------------------|--|
| DEVELOPMENT TEAM | OWNER: CITY OF HOSCHTON PROJECT MANAGER: STEVEN CHRISTIAN DESIGNER: DU SOUTH |
| PROPERTY DATA | ADDRESS: 37A CABIN DRIVE CITY: HOSCHTON, GA 30548 COUNTY: JACKSON PARCEL: 120 03R AREA: 0.24 AC ZONING: RS-10 OWNER: CITY OF HOSCHTON PREPARED BY: STEVEN CHRISTIAN DATE: 11/14/2023 |
| ENVIRONMENTAL DATA | WETLANDS: NONE IDENTIFIED WATERWAYS: NONE IDENTIFIED ENVIRONMENTAL SENSITIVE AREAS: NONE IDENTIFIED |
| ZONING DATA | ZONING DISTRICT: RS-10 PERMITTED USES: SINGLE-FAMILY RESIDENTIAL REQUIREMENTS: SEE ZONING ORDINANCE |



GRAPHIC SCALE
SCALE: 1" = 20'



UTILITY CAUTION NOTE:
THIS PLAN IS FOR INFORMATION ONLY. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE USER SHALL MAINTAIN ALL UTILITIES AT ALL TIMES. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE USER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.





Land Surveying Civil Contract
 27 Sweet Briar Road
 Duluth, GA 30133
 Phone: 404-436-5633
 Email: dsouthsurveying@gmail.com
 Website: www.dsouthsurveying.com

Engineering Plans for:
HOSCHTON PUBLIC WORKS
 374 CABIN DRIVE
 JACKSON COUNTY
 JACKSON, GA 30548
 PARCEL: 192 008R
24 Hour Contact:
 STEVEN CHRISTIAN
 404-506-9932
 steve@ghlandconstruction.com

Prepared for:
 CITY OF HOSCHTON
 CITY SQUARE ST
 HOSCHTON, GA 30550
 STEVEN CHRISTIAN
 404-506-9932



VICINITY MAP
(NOT TO SCALE)

| CHANGES | DATE |
|---------|------|
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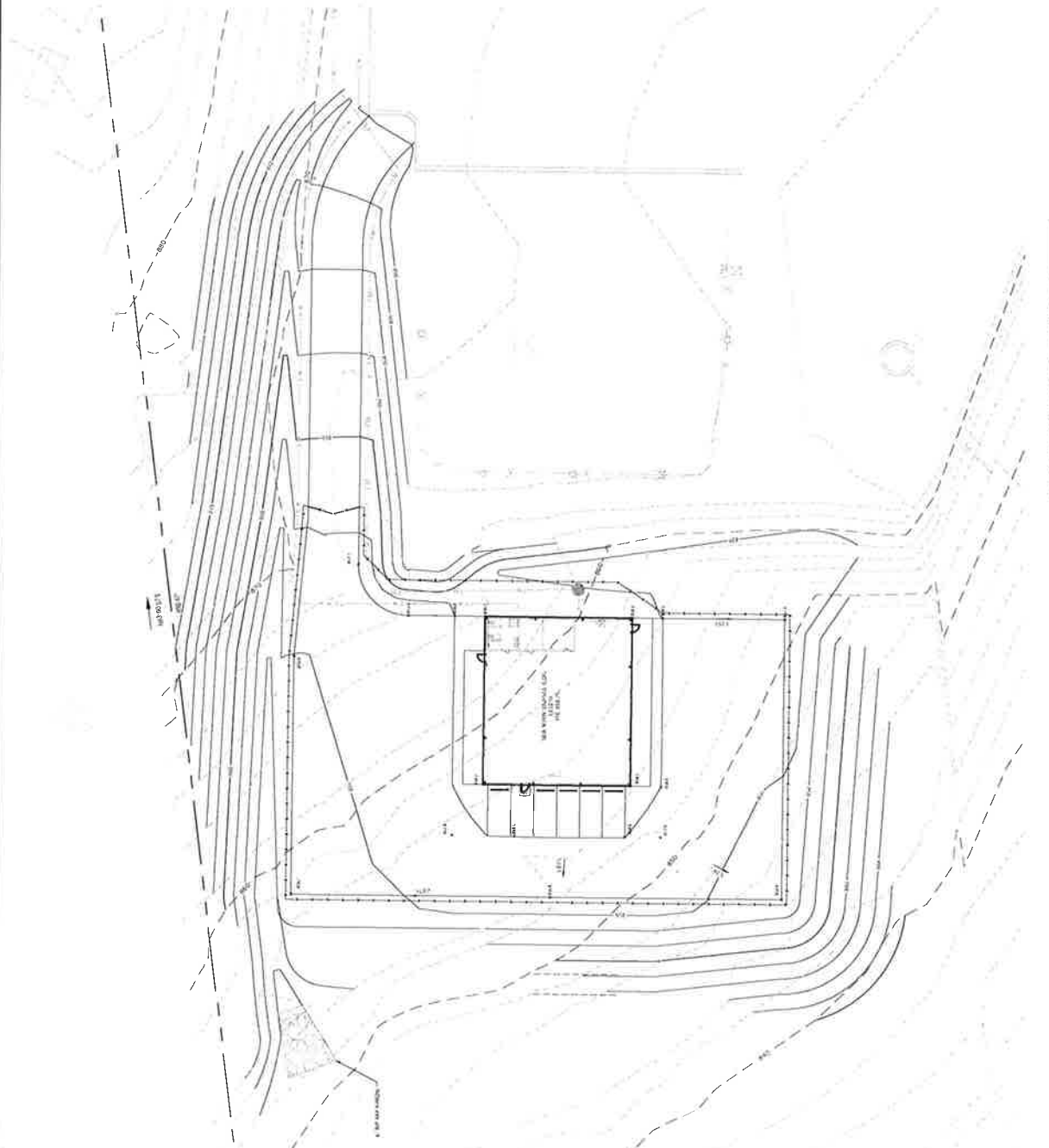
Date
 11/14/2023

Project Number
 23-197

Sheet Title
 GRADING & DRAINAGE PLAN

Sheet Number
 C4.0

GRADING NOTES:
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND LOCATION OF CUTTING AND FILLING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE SPECIFICATIONS AND THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND STATE AGENCIES.



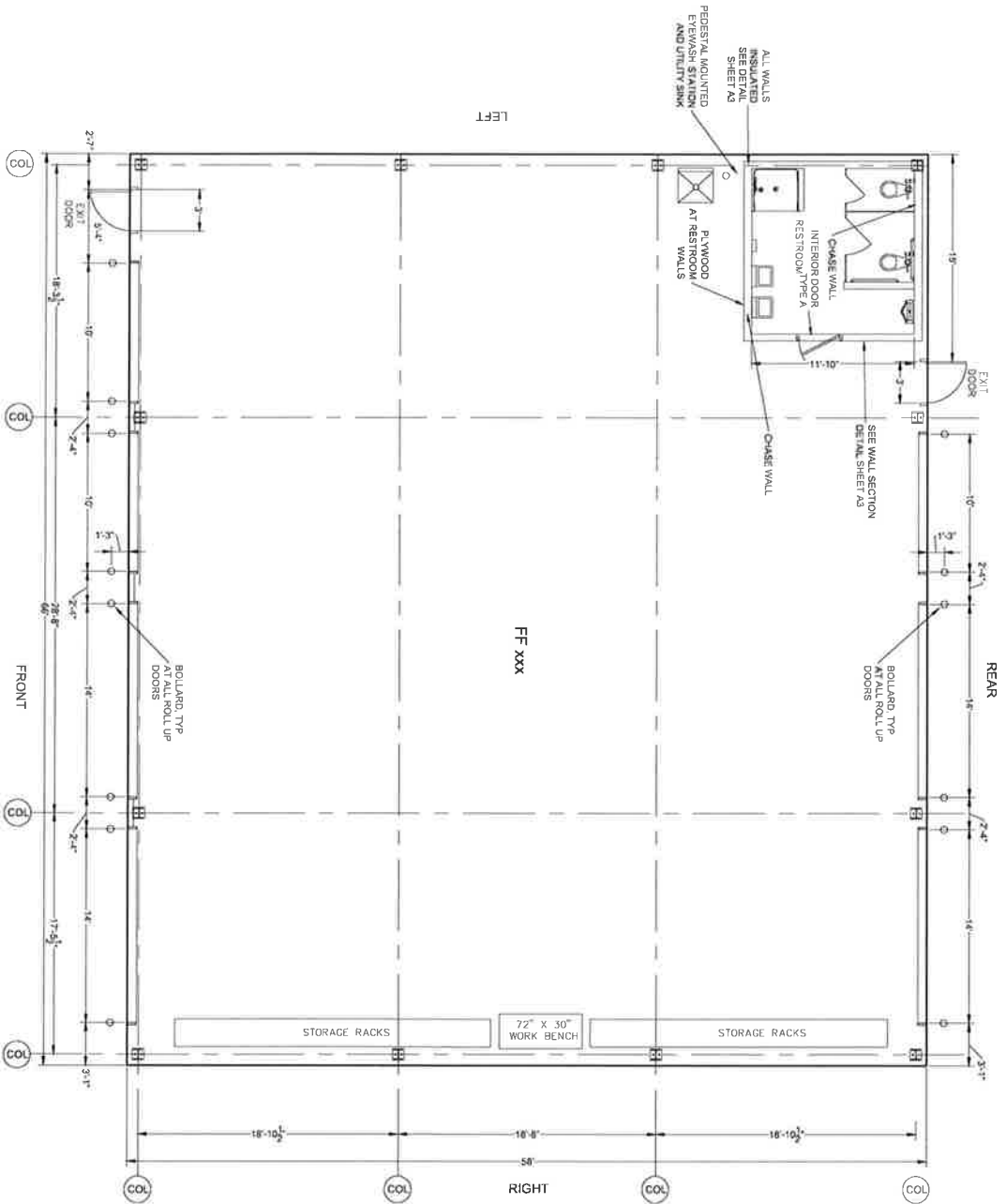
CITY OF HOSCHTON GRADING AND DRAINAGE NOTICE:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES AND STATE AGENCIES.

UTILITY CAUTION NOTE:
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SEE SHEET A2 FOR ELEVATIONS AND SPECIFICATIONS

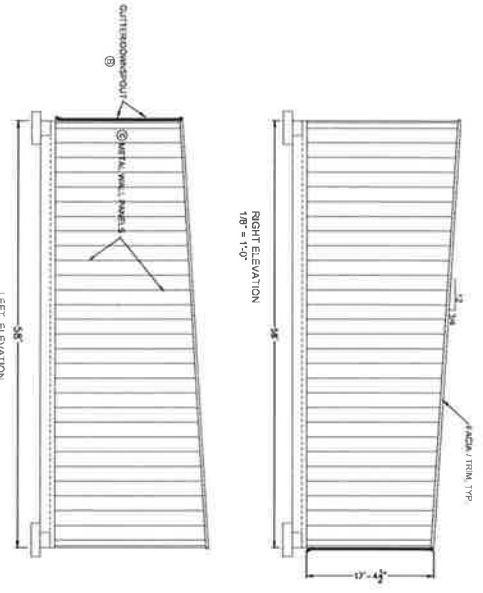
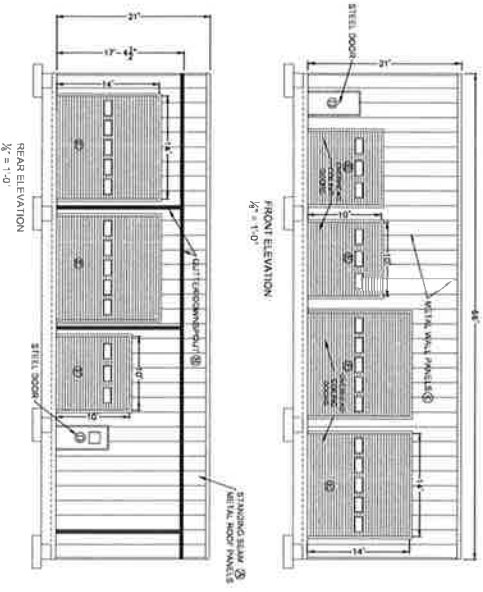
ARCHITECTURAL
PLAN VIEW
1/4" = 1'-0"



| | |
|--|--|
| <p>Garland & Associates Contractors, Inc.</p> <p>GENERAL CONTRACTORS</p> <p>1020 Garland Dr. - Suite 400 PO Box 370 Bogert, GA 30622 www.garland-contractors.com Commercial Industrial Design/Build</p> <p>Phone: 770-725-9000 Fax: 770-725-8900</p> | |
| <p>PROJECT NUMBER</p> | |
| <p>SHEET NUMBER</p> <p>A1</p> | |
| <p>DATE</p> | |
| <p>BY</p> | |
| <p>CHECKED</p> | |
| <p>APPROVED</p> | |
| <p>PROJECT NAME</p> <p>PUBLIC WORKS BUILDING</p> <p>CITY OF HOSCHTON</p> <p>374 CHERRY DRIVE HOSCHTON, GA 30648</p> | |
| <p>SCALE</p> <p>1/4" = 1'-0"</p> | |

GENERAL BUILDING NOTES

- A METAL ROOF PANELS, VERTICAL, RIB STRANDING SEAM MECHANICALLY SEALED, ZINC-COATED (GALVANIZED) OR ALUMINUM-ZINC ALLOY-COATED 24 GAUGE STEEL. FINISH SHALL BE THREE COAT FLUOROPOLYMER. COLORS SELECTED BY OWNER.
- B METAL BUILDING FRAME, STANDARD EIGHT RECTANGULAR ALUMINUM CUTTERS AND FINCH RECTANGULAR DOWNSPOUTS WITH ACCESSORIES AND TRIM FOR COMPOSITE INSULATION. COLOR TO MATCH ROOF PANELS.
- C METAL WALL PANELS, EXPOSED FASTENING SYSTEM USING AIR WALL PANELS UTILIZING PENCLIP RIBS. ZINC-COATED (GALVANIZED) OR STEEL. FINISH SHALL BE THREE COAT FLUOROPOLYMER. COLORS SELECTED BY OWNER.
- D EXTERIOR DOORS, DOORS AND FRAMES SHALL MEET THE REQUIREMENTS OF SECTION A103.1. METAL DOOR FRAMES PER SO. ACS 11. DOORS SHALL HAVE METALIC COATED STEEL SHEET. ALL DOORS SHALL BE 3'0" X 7'2" X 1 3/4". DOOR-HARDWARE PER SO. ACS 6. PRODUCTS SHALL BE SERRAVALLO FOR EXTERIOR DOORS. PROVIDE ALL HARDWARE AND LOCKS FOR INTERIOR DOORS. PROVIDE SHOP DRAWINGS FOR REVIEW WITH A 7' X 18' TEmPERED INSULATED GLASS WINDOW. EXTERIOR DOOR FRAMES SHALL BE 18 GAUGE FULL PROFILE WELDED. USE GHT ANCHORS AND SUB FRAMES FOR DOOR FRAME INSTALLATION.
- E INTERIOR DOORS, INTERIOR DOORS SHALL BE SO LEVEL 2. PHYSICAL PERFORMANCE LEVEL 9. INTERIOR DOOR FRAMES SHALL BE 14 GAUGE KNOCK DOWN. WALL ANCHORS FOR DRYWALL FRAMES SHALL BE MANUFACTURERS STANDARD ADJUSTABLE WITH FLOOR ANCHORS.
- F STEEL, SECTIONAL OVERHEAD DOORS, THERE SHALL BE THREE (3) 10' W X 10' H OVERHEAD DOORS AND FOUR (4) 14' W X 14' H OVERHEAD DOORS. DOOR SECTIONS SHALL BE 2" THICK HOLLOWING PLAIN SECTIONS. EXTERIOR SIDE 25 GAUGE COMMERCIAL QUALITY MORGAN TEXTILES OR ALUMINUM OVER TO SELECT COLOR. 12" X 24" VISION LITES SET WITH SILICONE SEALANT AND SCREWS SHALL BE PART OF OVERHEAD DOOR WHITE POLYESTER PRIMER AND TOPCOAT. INTERIOR SIDE 27 GAUGE COMMERCIAL QUALITY STEEL. HOT DIPPED GALVANIZED GAO COATING.
- G DOOR TRACKS FOR 10' HIGH DOORS TO BE 27 TRACKS. ROLL-FORMED 11 GAUGE. 14" HIGH DOORS TO BE ROLLED FORMED 14 GAUGE. ALL INSTALLATION REQUIREMENTS TO BE INCLUDED.
- H OVERHEAD DOOR TRACKS SHALL BE INSIDE SLIDE. ELECTRICAL OFFSHOOT SHALL BE 220 VAC, SINGLE PHASE, SUFFICIENT POWER TO OPERATE DOOR STATION SHALL BE 24 VDC. PUSH BUTTON WITH OPEN, CLOSE AND STOP BUTTONS. SAFETY SERVICE SHALL BE ELECTRIC EDGE. WITH SELECT OPERATION AND REVERSE DOOR UPON CONTACT WITH ELECTRIC STRIP IN VITAL HOUSING.
- I DOORS SHALL BE BY CH. OVERHEAD DOORS MODEL 1035. ALL INSTALLATION SHALL BE PER MANUFACTURER'S RECOMMENDATIONS.
- J EXTERIOR FRAMES FOR 10' HIGH DOORS SHALL BE 27 TRACKS. ROLL-FORMED 11 GAUGE. 14" HIGH DOORS TO BE ROLLED FORMED 14 GAUGE. ALL INSTALLATION REQUIREMENTS TO BE INCLUDED.
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METAL BUILDING NOTES

- 1 FURNISH ALL LABOR MATERIALS AND ENGINEERING SERVICES TO COMPLETE THE ROOF AND WALL FRAMING SYSTEM, ROOF DECK, AND WALL CUTTERS, INSULATION AND OTHER COMPONENTS REQUIRED FOR COMPOSITE JOBS.
- 2 ANCHOR BOLTS, AN ANCHOR BOLT SETTING PLAN AND ANCHOR BOLT TEMPLATES SHALL BE PROVIDED BY THE METAL BUILDING SYSTEM CONTRACTOR.
- 3 THE METAL BUILDING SHALL MEET OR EXCEED THE LIVE LOAD AND WIND LOAD REQUIREMENTS OF THE STANDARD BUILDING CODE FOR THIS REGION OF THE COUNTY.
- 4 STRUCTURAL SYSTEMS SHALL BE DESIGNED TO CONFORM TO ENGINEERING STANDARDS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION AND THE AMERICAN IRON AND STEEL INDUSTRIES.
- 5 CONTRACTOR SHALL PROVIDE ERECTION, INFORMATION AND DRAWINGS AS REQUIRED TO DESCRIBE AND DEFINE SYSTEM. DRAWINGS SHALL INCLUDE ANCHOR BOLT SETTING PLAN AND PIECE MARKS ON ALL MAJOR PARTS FOR EASY FIELD IDENTIFICATION.
- 6 SHIRT LETTERS OF DESIGN CERTIFICATION FOR THE STRUCTURAL FRAMING AND CHANGING PANELS OF THE METAL BUILDING SYSTEM. LETTERS OF CERTIFICATION TO BE SIGNED AND SEALED BY A GEORGIA REGISTERED PROFESSIONAL ENGINEER.
- 7 PRIMARY MEMBERS FABRICATED FROM PLATE. PLATE COILS STRIP MILL PLATE OR FLAT BAR STOCK SHALL HAVE FLANGES AND WEBS JOINED ON ONE SIDE BY THE WELDER. A CONTINUOUS WELDING PROCESS. MINIMUM WELD STRENGTH OF 50,000 PSI.
- 8 TRANSVERSE WINDSEISMIC FORCES SHALL BE TRANSFERRED TO THE FOUNDATION THROUGH THE USE OF RODDABLE "X" BRACING IN THE PLANE OF THE ROOF.

GENERAL NOTES

- 1 THE CONTRACTOR IS REQUIRED TO GET A BUILDING ELECTRICAL, PLUMBING, AND GAS PERMIT. FORMS ARE AVAILABLE ON THE TOWN WEBSITE.
- 2 THE TOWN WILL BE WARRANT.
- 3 THE TOWN WILL PROVIDE A WATER METE AND BACK FLOW PREVENTER FOR THE CONTRACTOR'S USE. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF THE WATER SERVICE CONNECTION.

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FOR CITY OF HOSCHTON
 324 CABIN DRIVE
 HOSCHTON, GA 30548

PUBLIC WORKS BUILDING

DATE: 11/14/2017
 DRAWN BY: [Name]

PROJECT NUMBER: **A2**

BUILDING INSULATION

- SUBMIT PRODUCT DATA FOR EACH TYPE OF INSULATION.
- BLANKET INSULATION SHALL MEET ASTM G991, G918 AND G1104
- CLOSED CELL FOAM SHALL MEET ASTM G991, G918 AND G1104
- CELL FOAM SPECIFICATIONS AND INSTALL REQUIREMENTS

INSULATION SCHEDULE:

- METAL BUILDING WALLS AND ROOF: FLEXIBLE BLANKET GLASS FIBER TYPE, FACED WITH WHITE VINYL, UL FLAME SPREAD CLASSIFICATION OF 25 OR LESS WHERE EXPOSED. INSTALL WITH VINYL TOWARDS THE CONDITIONED SPACE. HOLD IN PLACE WITH INSULATION ROOF R-13 (4-3/8" THICKNESS)
- WALLS - R-13 (4-3/8" THICKNESS)
- GYPSUM WALLS (NOT AGAINST BUILDING) AND RAFTERS ABOVE BATHROOM, OFFICE, AND STORAGE ROOM - R-10 (3-3/8" THICKNESS) FACE NOT REQUIRED

- SPRAY FOAM ALTERNATE
- EXPOSED METAL BUILDING WALLS: 2" CLOSED CELL FOAM
- METAL BUILDING EXPOSED ROOF LINE: 3" CLOSED CELL FOAM
- PAINT DRAFTS IGNITION BARRIER TO ALL EXPOSED
- FOAM INSULATION ON METAL WALLS AND ROOF LINE

PAINTING

- PAINT SYSTEMS SHALL BE PER THE MASTERS PAINTERS INSTITUTE (MPI)/ARCHITECTURAL PAINTING SPECIFICATION MANUAL AND SHALL BE PREMIUM GRADE. SURFACES TO RECEIVE PAINT SHALL BE CLEANED AND PREPARED IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS
- PAINT SYSTEMS
- SUBSTRATE TYPE MPI SYSTEM
- GYPSUM BOARD LATEX MPI INT 9.2A
- GALVANIZED METAL LATEX MPI INT 5.3A
- WOOD (PAINT) LATEX MPI INT 6.4A
- WOOD (STAIN) MPI INT 6.30
- SUBMIT 8 1/2" x 11" PAINT SAMPLES SHOWING COLOR AND FINISH OF EACH PAINT

DIV 01 ROUGH CARPENTRY

- AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA)
- DOUGLAS FIR PROTECTION ASSOCIATION (DFPA)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

A. LUMBER GRADING/MATERIAL

- DOUGLAS FIR - STANDARD GRADING AND DRESSING RULES, NO. 17 WEST COAST LUMBER INSPECTION BUREAU
 - PLYWOOD - U.S. PRODUCT STANDARD PS1 (LATEST EDITION) GRADE THE ENGINEERED WOOD ASSOCIATION
 - FASTENING:
 - NAILS AND SPIKES - COMMON WIRE UNLESS OTHERWISE NOTED.
 - NAILING OF WOOD MEMBERS SHALL CONFORM TO UNIFORM BUILDING CODE AND/OR AS INDICATED. BOX NAILS ARE NOT PERMITTED
 - SPACING AND SIZE OF WALLS TO BE SUCH THAT SPLITTING WILL OCCUR OR WOOD MEMBERS FOR NAILS WHEREVER NECESSARY TO RESIST WIND LOADS
 - SCREWS ARE TO BE TURNED INTO PLACE, NOT DRIVEN. SELF-TAPPING WHERE REQUIRED FOR FASTENING TO METAL FRAMING
 - COUNTERSINK WHERE HEADS WILL INTERFERE OR AS REQUIRED
 - USE GALVANIZED OR CADMIUM PLATED SCREWS ON FASTENINGS EXPOSED TO WEATHER OR WHERE MEMBERS ARE BUILT-IN TO ROOFING
 - BOLTS - STANDARD MILD STEEL, SQUARE OR HEX HEAD MACHINE BOLTS WITH SQUARE NUTS AND WALLEABLE IRON OR STEEL PLATE TO BE INSTALLED IN DRILLED HOLES THE DIAMETER OF THE BOLT, 1/2" TO 1 1/4" OVER SIZE
 - ROUTING OF WOOD MEMBERS SHALL CONFORM TO CBC
 - REQUIREMENTS AND AS CALLED FOR ON THE DRAWINGS
 - TO WEATHER OR WHERE MEMBERS ARE BUILT-IN TO ROOFING
- C. WORKMANSHIP**
- ROUGH CARPENTRY SHALL PRODUCE JOINTS TRUE, TIGHT, AND WELL MAILED WITH MEMBERS ASSEMBLED IN ACCORDANCE WITH THE DRAWINGS AND WITH PERTINENT CODES AND REGULATIONS
 - INSTALL FRAMING IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF CBC CHAPTER 23

DIV 08 FINISH HARDWARE REFERENCES

- AMERICAN NATIONAL STANDARD INSTITUTE (ANSI)
- DOOR AND HARDWARE INSTITUTE (DHI)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
- UNDERWRITERS LABORATORIES, INC. (UL)
- WARNOCK HERSEY
- AMERICANS WITH DISABILITIES ACT (ADA)

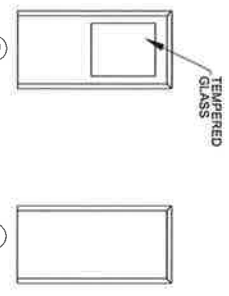
DIV 08 STEEL DOORS AND FRAMES

- DOORS AND FRAMES SHALL MEET THE REQUIREMENTS OF ANSII/A123.1
- FIRE RATED DOORS SHALL BE IN COMPLIANCE WITH NFPA 80, ASTM 152 AND UL 10C
- PRODUCTS SHALL BE THOSE MANUFACTURED BY STEELCRAFT, CECCO OR CURRIES
- EXTERIOR DOOR SHALL BE SDI LEVEL 3, PHYSICAL PERFORMANCE LEVEL A, MODEL 2, EXTERIOR DOOR FRAMES
- INTERIOR DOOR SHALL BE SDI LEVEL 2, PHYSICAL PERFORMANCE B, MODEL 1, INTERIOR DOOR FRAMES PER SDI A250.11
- INSTALL DOOR FRAMES PER A250.11
- LOCATE DOOR HARDWARE PER SDI A250.8
- DOOR FRAMES SHALL HAVE METALLIC COATED STEEL SHEET A80, 1/8" THICK AND SHALL BE ADJUSTABLE
- DOOR FRAMES FOR MASONRY WALLS SHALL BE ADJUSTABLE. PROVIDE ONE ANCHOR PER 24" OF JAMB HEIGHT
- WALL ANCHORS FOR DRYWALL FRAMES SHALL BE MANUFACTURED STANDARD ADJUSTABLE WITH FLOOR ANCHORS

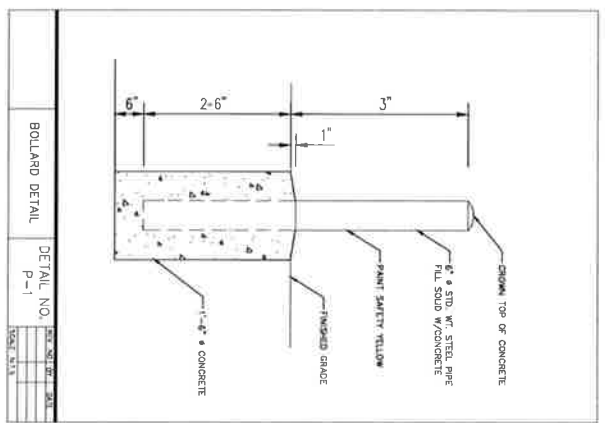
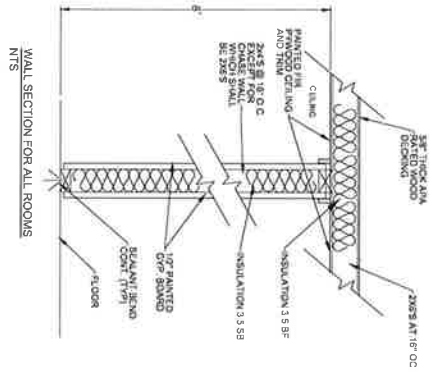
DIV 08 GYPSUM BOARD SYSTEMS

- GYPSUM BOARD SHALL MEET THE REQUIREMENTS OF ASTM C 36
- IN MAXIMUM LENGTH, EDGES SHALL BE TAPERED
- MOISTURE RESISTANT GYPSUM BACKING BOARD MEETING THE REQUIREMENTS OF ASTM C 650 SHALL BE PROVIDED AT ALL WET LOCATIONS
- PRODUCTS SHALL BE THOSE MANUFACTURED BY USG
- CORROSION OR EQUAL
- ASTM C 919 SEALANTS SHALL MEET THE REQUIREMENTS OF FINISHING SHALL COMPLY WITH ASTM C 840, GA-216 AND GA-214 FOR LEVEL 4 FINISH
- GYPSUM BOARD CONSTRUCTION SHALL COMPLY WITH GYPSUM ASSOCIATION PUBLICATION GA-216-2000

| DOOR SCHEDULE | | FRAME | | REMARKS | |
|---------------|---------------|----------|---------|----------|---|
| DIV TYPE | SIZE | MATERIAL | FINISH | MATERIAL | TYPE |
| 2 | 3'-0" x 7'-0" | M.W. | PAINTED | M.W. | EXTERIOR DOOR, PAINT BAR, CLOSER, THRESHOLD |
| 1 | 3'-0" x 7'-0" | M.W. | PAINTED | M.W. | INTERIOR DOOR, PASSAGE DOOR, GLOBE, KNOCKDOWN |



DOOR TYPES



| | | | |
|----------|-----|----|-------|
| DATE | NO. | BY | CHKD. |
| 11/24/11 | 001 | MM | MM |

274 CHAIN DRIVE HOUGHTON, GA 30548

DETAILS AND NOTES

Garland & Associates Contractors, Inc.

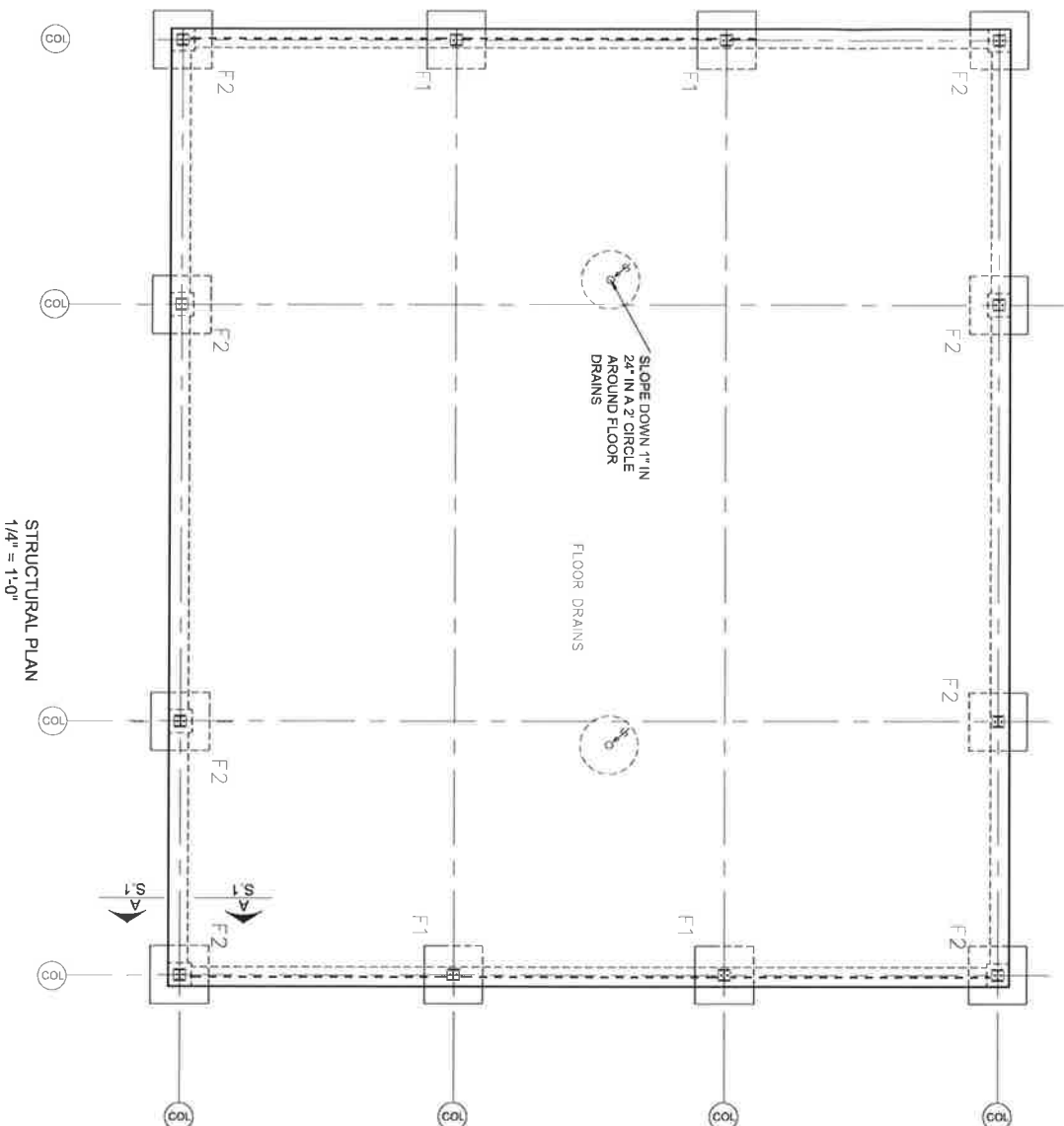
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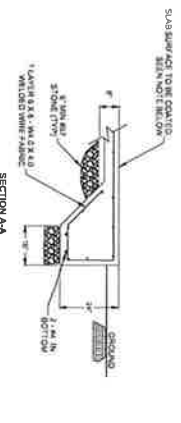
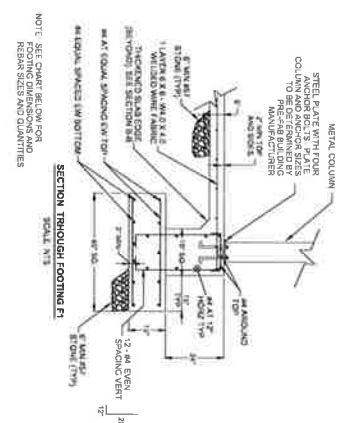
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Commercial - Industrial - Design/Build

Garland & Associates Contractors, Inc. is an Equal Opportunity Employer. Minorities and women are encouraged to apply.



STRUCTURAL PLAN
1/4" = 1'-0"



- SLAB SURFACE COATING**
1. SHOWN WITH LASS SUPERGRAB RIB PART A STRIPES SERIES OR CLASS PART B GROVER OR MANAGER.
 2. THROUGHLY CLEANED AND DRYED. CONCRETE AND MORTAR MUST BE CURED AT LEAST 21 DAYS @ 95% RELATIVE HUMIDITY. FLOORING CONTRACTOR SHALL REMOVE ALL OILS, GREASES, POLYMERES, AND OTHER CONTAMINANTS FROM THE SURFACE OF THE CONCRETE. FILL, BUSHINGS, AIR POCKETS AND OTHER Voids WITH STEEL-SPAW TYPE FIBER REQUIRED.
 3. APPLICATION EQUIPMENT: TROWEL, TROWEL MANIPULATOR, SURFACE AND MATERIAL RELATIVE HUMIDITY MONITORING EQUIPMENT.
 4. APPLICATION EQUIPMENT: CLEANUP. TROWEL THE BASE REQUIRES REDUCTION OF 5 PERCENT BY VOLUME.
 5. BRUSH OR COMPRESSOR OR MANUAL INSISTE. REDUCTION - AS NOTED UP TO 10 PERCENT BY VOLUME.
 6. ROLLER - 1/2" - 3/8" WOVEN WITH SOLVENT RESISTANT CORE. REDUCTION - AS NOTED UP TO 10 PERCENT BY VOLUME. FOR PRIMER COAT ONLY.

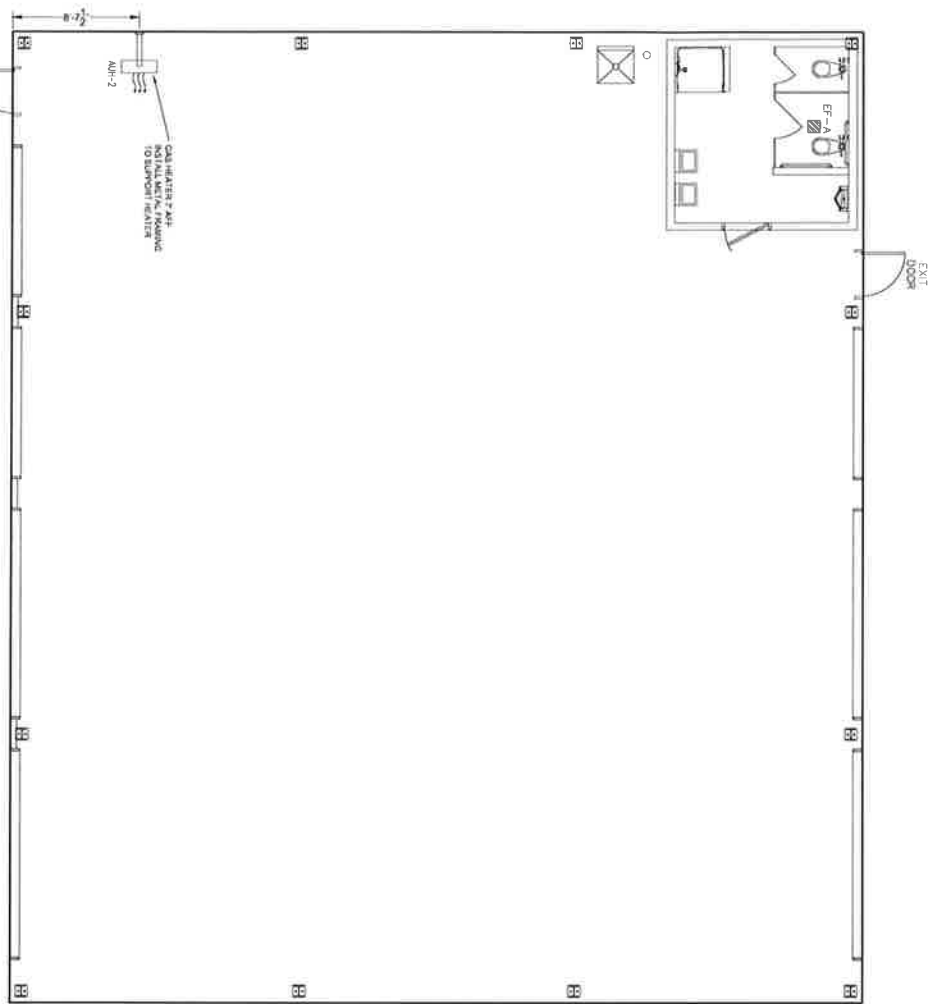
FOOTING DIMENSIONS AND REBAR SIZES AND QUANTITIES

| MARK SIZE | THICKNESS | TOP BAR | BOTTOM BAR | DOWEL | DOWEL LENGTH |
|-----------|-----------|-------------|-------------|---------|--------------|
| F1 | 15" | (8) #4 E.W. | (8) #4 E.W. | (12) #4 | 1'-8" |
| F2 | 6'x6' | (9) #5 E.W. | (6) #5 E.W. | (12) #4 | 2'-8" |

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DATE: 11/14/23
 PROJECT: PUBLIC WORKS BUILDING
 FOR: CITY OF HOSCHTON
 374 CABIN DRIVE
 HOSCHTON, GA 30548

FOUNDATION PLAN



**MECHANICAL
PLAN VIEW**
1/4" = 1'-0"

NOTE:
THIS DRAWING FOR REFERENCE ONLY.
CONTRACTOR TO SUBMIT THEIR DESIGN
TO TOWN FOR REVIEW AND APPROVAL.

- MECHANICAL NOTICES AND SPECIFICATIONS**
1. THE SHOP AREA SHALL BE KEPT CLEAR OF ALL OBSTRUCTIONS AND SHALL BE MAINTAINED AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
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 4. ALL LOW VOLTAGE CONTROL WIRING SHALL BE UNDER THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
 5. ALL MECHANICAL EQUIPMENT WHICH HAVE ELECTRICAL CONNECTIONS SHALL BE SUPPLIED WITH DISCONNECT PROVIDED BY ELECTRICAL CONTRACTOR.

| MARK | SERVICE | TYPE | QTY | WARRANTY | SPR | PAINT | INSTALL | UNIT WT | BASED ON DESIGN | REMARKS |
|------|-----------|----------|-----|----------|-----|-------|---------|---------|-----------------|---------|
| EF-A | PUBLIC RR | COINTEGR | 45 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | 1.5 | ①②③④ |

① BACKWASH DAMPER ② DISCONNECT SWITCH ③ CONTROLLED WITH LIGHTS ④ INTERNAL LIGHT ⑤ SPEED CONTROLLER ⑥ SEAT RESTROOM FAN/EXHAUST FAN/RR COOL

AIR HANDLING UNITS (TO BE COMPLETED BY CONTRACTOR)

| MARK | BRAND | HEATING CAP | COOLING CAP | ELECTRICAL | UNIT WT | BASED ON DESIGN | REMARKS |
|-------|----------|-------------|-------------|------------|---------|-----------------|---------|
| AHU-1 | RESTROOM | 1000 | 1000 | 1.5 | 220 | 1.5 | ①②③ |
| AHU-2 | RESTROOM | 1000 | 1000 | 1.5 | 220 | 1.5 | ①②③ |

TANKLESS WATER HEATER SHALL BE RHEINIK RWK 5 CPW 220 V 20 AMP MAX DRAW

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PUBLIC WORKS BUILDING
 FOR
 CITY OF HOSCHTON
 374 CANNON DRIVE
 HOSCHTON, GA 30648

MECHANICAL PLAN

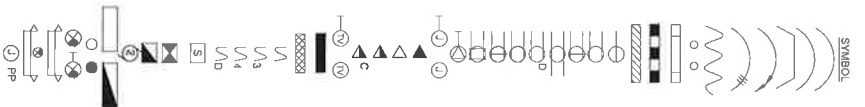
DATE: 11/23/23
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]
 PROJECT NUMBER: [REDACTED]

M1

ELECTRICAL GENERAL NOTES

1. ALL WORK WITHIN THIS DIVISION SHALL COMPLY WITH ALL LOCAL BUILDING REGULATION CODES, LAWS, ORDINANCES, AND REQUIREMENTS OF THE 2014 NATIONAL ELECTRICAL CODE.
2. CONSTRUCTION OF THE CONCRETE SHALL BE IN ACCORDANCE WITH THE SCHEDULED DRAWINGS AND THE CONTRACTOR SHALL SUBMIT AS-BUILT DRAWINGS TO THE OWNER.
3. DRAWINGS SHALL BE GENERALLY DIMENSIONAL AND DO NOT NECESSARILY HAVE TO INDICATE EVERY FITTING AND DIMENSION.
4. ALL WORK SHALL BE INSTALLED SO THAT JUNCTION BOXES AND COMPONENTS SHALL BE ACCESSIBLE FOR SERVICE, COVERED BY A COMPLETE TWO YEAR GUARANTEE STARTING AT THE TIME OF FINAL APPROVAL, AND ACCEPTANCE OF THE WORK SHALL BE CORRECTED AT NO CHARGE. THIS GUARANTEE SHALL INCLUDE PROVIDING ALL NECESSARY MATERIALS, LABOR, CUTTING, REPAIRING, ETC. TO ENSURE THE WORK IS COMPLETE AND NEW.
5. ALL WORK SHALL BE PERFORMED IN A NEAT AND WORKMANLIKE MANNER ACCORDING TO GENERAL ACCEPTED PRACTICES.
6. THESE DRAWINGS INDICATE THE GENERAL ARRANGEMENT AND LOCATION OF ELECTRICAL COMPONENTS. DATA SHOWN ON THESE DRAWINGS IS FOR PLANNING ONLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING A FINAL ELECTRICAL PLAN. CONTRACTOR SHALL REVIEW ALL CIVIL, STRUCTURAL, AND MECHANICAL DRAWINGS AND SHALL VERIFY ALL ELECTRICAL EQUIPMENT AND OUTLETS SHALL BE PROPERLY COORDINATED. CONDUIT, FITTINGS, AND EQUIPMENT BEAMS, JOINTWORK, OR OTHER OBSTRUCTIONS.
7. WORK BY THE GENERAL CONTRACTOR RESULTS IN THE RELOCATION, REMOVAL, OR RE-FEEDING OF ELECTRICAL DEVICES OR LIGHTING FIXTURES. THE ELECTRICAL CONTRACTOR SHALL DISCONNECT OR RECONNECT ALL ACTIVE DEVICES OR LIGHTING FIXTURES TO THE ELECTRICAL CONTRACTOR'S DRAWINGS AND SPECIFICATIONS OR BETWEEN DIFFERENT TRADES, AS WELL AS CASES OF ANY OMISSION OF INFORMATION NOTIFY THE OWNER TO RESOLVE AND OBTAIN RESOLUTION OF THE CONTRACTOR'S CONCERNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
8. PROVIDE "HACK" TYPE BREAKERS FOR ALL MECHANICAL EQUIPMENT.
9. PROVIDE "HACK" TYPE BREAKERS FOR ALL MECHANICAL EQUIPMENT.
10. IN CASES WHERE CONFLICT OCCURS BETWEEN DRAWINGS AND SPECIFICATIONS OR BETWEEN DIFFERENT TRADES, AS WELL AS CASES OF ANY OMISSION OF INFORMATION NOTIFY THE OWNER TO RESOLVE AND OBTAIN RESOLUTION OF THE CONTRACTOR'S CONCERNS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
11. ALL CONDUIT IS CROSSING EXPANSION JOINTS SHALL HAVE EXPANSION TYPE FITTINGS. WIRING SHALL BE INSTALLED AT LEAST 6" ABOVE EXPANSION JOINTS.
12. DEPTH OF FLOOR FINISH ABOVE FINISH FLOOR SLAB AND SUB-BASE LEVELS PER NEC 300.5.
13. PROVIDE ALL GROUNDING AS REQUIRED PER NEC.
14. ALL ELECTRICAL WORK SHALL BE PROVIDED BY THE NEC FOR ALL THREE BRANCH CIRCUITS. A SEPARATE NEUTRAL SHALL BE PROVIDED FOR ALL CIRCUITS CONNECTED TO GROUND FAULT CIRCUIT INTERRUPTER (GFCI.) TYPE DEVICES.
15. ALL BRANCH CIRCUIT CONDUCTORS SHALL INCLUDE A SEPARATE GREEN GROUND WIRE, SIZED PER NEC AS INDICATED ON DRAWINGS. ALL BRANCH CIRCUIT CONDUCTORS SHALL BE INSTALLED IN CONDUIT OR RACEWAY.
16. PROVIDE RULL BOXES AT ALL BEINGS, ETC.
17. EQUIPMENT SHALL BE GROUNDED TO THE SERVICE EQUIPMENT UNLESS OTHERWISE NOTED. ALL
18. ALL CONDUCTORS SHALL BE COPPER WITH TYPE "THW" OR "THHN" INSULATION. THE MINIMUM WIRE SIZE SHALL BE #12 AWG WITH 1/8" DEGREE TEMPERATURE RATING.
19. ALL CONDUIT SHALL BE 7/8" EMT WITH 1/2" STRAW CONDUCTORS UNLESS NOTED.
20. ALL CONDUIT SHALL BE CONCEALED IN WALLS OR ABOVE THE CEILING UNLESS OTHERWISE NOTED.
21. ANCHORED CABLE SHALL BE USED IN WALLS AND MILLWORK ONLY AS WELL AS LIGHTING CIRCUITS ABOVE CEILING AND IN MINIMUM OF TWO (2) 1/2" CONDUITS FOR FUTURE USE. TELEPHONE, DATA, ETC. SHALL HAVE A SHILL STRONG PULLED IN THE CONDUIT AND SECURED AT BOTH ENDS UNLESS OTHERWISE NOTED. TWO CONDUITS ARE TO RUN FROM SERVICE ELECTRICAL WALL PENETRATION TO VALVE BOX LOCATED NEAR FROM OF BUILDING.
22. ELECTRICAL WALL PENETRATIONS TO VALVE BOX LOCATED NEAR FROM OF BUILDING SHALL BE 4" DIA. AND LONGER THAN 1/2" OF SHALL BE 48 AWG.
23. ALL RECESSED LIGHTING FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH NEC 410.
24. RECESSED LIGHTING FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH NEC 410.
25. ALL LIGHTING FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH NEC 410.
26. ALL LIGHTING FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH NEC 410.
27. ALL LIGHTING FIXTURES SHALL BE SUPPORTED IN COMPLIANCE WITH NEC 410.
28. ALL EXIT SIGNS AND EMERGENCY FIXTURES SHALL BE CONNECTED WITH CLOSEST EMERGENCY CIRCUIT. ALL EXIT SIGNS AND EMERGENCY FIXTURES SHALL BE CONNECTED WITH CLOSEST EMERGENCY CIRCUIT.
29. ALL EXIT SIGNS AND EMERGENCY FIXTURES SHALL BE CONNECTED WITH CLOSEST EMERGENCY CIRCUIT.
30. VERIFY LOCATION OF ALL MOTORS AND EQUIPMENT BEFORE INSTALLATION.
31. DISCONNECT SWITCHES SHALL NOT BE MOUNTED ON DUCTWORK OR HVAC EQUIPMENT.
32. PERMANENT NUMERALS AS SPECIFIED OR INDICATED ABOVE TO IDENTIFY CIRCUITS.
33. ALL POWERBUSES SHALL BE PROTECTED BY 20AMP BREAKERS UNLESS OTHERWISE NOTED.
34. DRIVE MOUNTING HEIGHTS SHALL BE MEASURED CENTERLINE TO THE DEVICE.
35. ALL PENETRATIONS THROUGH WALLS, FLOORS, AND CEILING SHALL BE FIRE STOPPED PER NEC 300.21.
36. MAIN FLOOR WATERFIGHT IN EQUIPMENT WITH ANY PENETRATIONS.
37. MAIN FLOOR WATERFIGHT IN EQUIPMENT WITH ANY PENETRATIONS.
38. CONTROL DIRECTOR FOR ALL PANELS. UPDATE EACH PANEL DIRECTOR NOTING ALL CHANGES AND ADDITIONS. CONTROL DIRECTOR FOR ALL PANELS. UPDATE EACH PANEL DIRECTOR NOTING ALL CHANGES AND ADDITIONS.

ELECTRICAL SYMBOL LEGEND



| SYMBOL | DESCRIPTION | ON CENTER MOUNTING HEIGHT |
|--------|---|---------------------------|
| (1) | CONCEALED CONDUIT IN CEILING OR WALL | |
| (2) | CONCEALED CONDUIT IN FLOOR OR UNDERGROUND EXPOSED CONDUIT | |
| (3) | CIRCUIT HOMERUN TO PANEL EACH ARROWHEAD = 1 CIRCUIT (NUMBER OF CONDUCTORS IN CONDUIT. EACH TICKMARK = 1 WIRE (GROUND WIRE NOT INDICATED)) | |
| (4) | FLEXIBLE CONDUIT OR S.O. (CORD) | |
| (5) | CONDUIT STUBBED UP OR STUBBED DOWN | |
| (6) | SURFACE MOUNTED RACEWAY | |
| (7) | MULTI-OUTLET SURFACE MOUNTED RACEWAY | |
| (8) | FIRE RETARDANT PL WOOD BACKBOARD | |
| (9) | WALL MOUNTED SINGLE RECEPTACLE OUTLET | 18" A.F.F. |
| (10) | WALL MOUNTED DUPLEX RECEPTACLE OUTLET | 18" A.F.F. |
| (11) | WALL MOUNTED ABOVE COUNTER DUPLEX RECEPTACLE OUTLET | 18" A.F.F. |
| (12) | CEILING MOUNTED DUPLEX RECEPTACLE OUTLET | 18" A.F.F. |
| (13) | WALL MOUNTED DUPLEX RECEPTACLE OUTLET ON ITS OWN CIRCUIT | 18" A.F.F. |
| (14) | WALL MOUNTED G.F.C.I. DUPLEX RECEPTACLE OUTLET ABOVE COUNTER G.F.C.I. DUPLEX RECEPTACLE OUTLET | 18" A.F.F. |
| (15) | WALL MOUNTED DUPLEX RECEPTACLE OUTLET | 18" A.F.F. |
| (16) | WALL MOUNTED SPECIAL PURPOSE RECEPTACLE OUTLET | 18" A.F.F. |
| (17) | JUNCTION BOX SIZE AND MOUNTING AS REQUIRED | AS REQUIRED |
| (18) | WALL MOUNTED TELEPHONE OUTLET | 48" A.F.F. |
| (19) | WALL MOUNTED DATA OUTLET | 48" A.F.F. |
| (20) | CEILING MOUNTED DATA TELEPHONE OUTLET | 48" A.F.F. |
| (21) | CABLE TV OUTLET-WALL, CEILING MOUNTED | 48" A.F.F. |
| (22) | 120/240 VOLT PANELBOARD | AS REQUIRED |
| (23) | WALL MOUNTED SINGLE POLE SINGLE THROW TOGGLE SWITCH | AS REQUIRED |
| (24) | WALL MOUNTED 3-WAY TOGGLE SWITCH | AS REQUIRED |
| (25) | WALL MOUNTED 4-WAY TOGGLE SWITCH | AS REQUIRED |
| (26) | DISCONNECT SWITCH (FRAME SIZE/POLE/USE-F REQUIRED) | AS REQUIRED |
| (27) | MOTOR STARTER SUPPLIED BY DIVISION 15 | AS REQUIRED |
| (28) | COMBINATION MOTOR STARTER/DISCONNECT SWITCH | AS REQUIRED |
| (29) | MOTOR NUMBER INDICATES HORSEPOWER (F-FRACTIONAL) | AS REQUIRED |
| (30) | 24V FLUORESCENT LIGHT FIXTURE-NORMAL POWER EMERGENCY POWER | AS REQUIRED |
| (31) | EXIT SIGN-CEILING, WALL MOUNTED | AS REQUIRED |
| (32) | EMERGENCY LIGHT FIXTURE WITH BATTERY BACKUP | AS REQUIRED |
| (33) | COMBINATION EMERGENCY LIGHT FIXTURE AND EXIT SIGN WITH BATTERY BACKUP | AS REQUIRED |
| (34) | POWER POLE FOR CONNECTION TO MODULAR FURNITURE. PROVIDE ALL REQUIRED CONNECTIONS FOR POWER AND DATA/COMMUNICATIONS | AS REQUIRED |

Garland & Associates Contractors, Inc.
GENERAL CONTRACTORS
 1020 Garland Dr. - Suite 400 Phone: 770-725-9000
 PO Box 370 Fax: 770-725-8900
 Bogart, GA 30622
 www.garland-contractors.com
 Commercial • Industrial • Design/Build

PERMIT INFORMATION

PROJECT NUMBER: _____

DATE: _____

BY: _____

PUBLIC WORKS BUILDING

CITY OF HOUGHTON

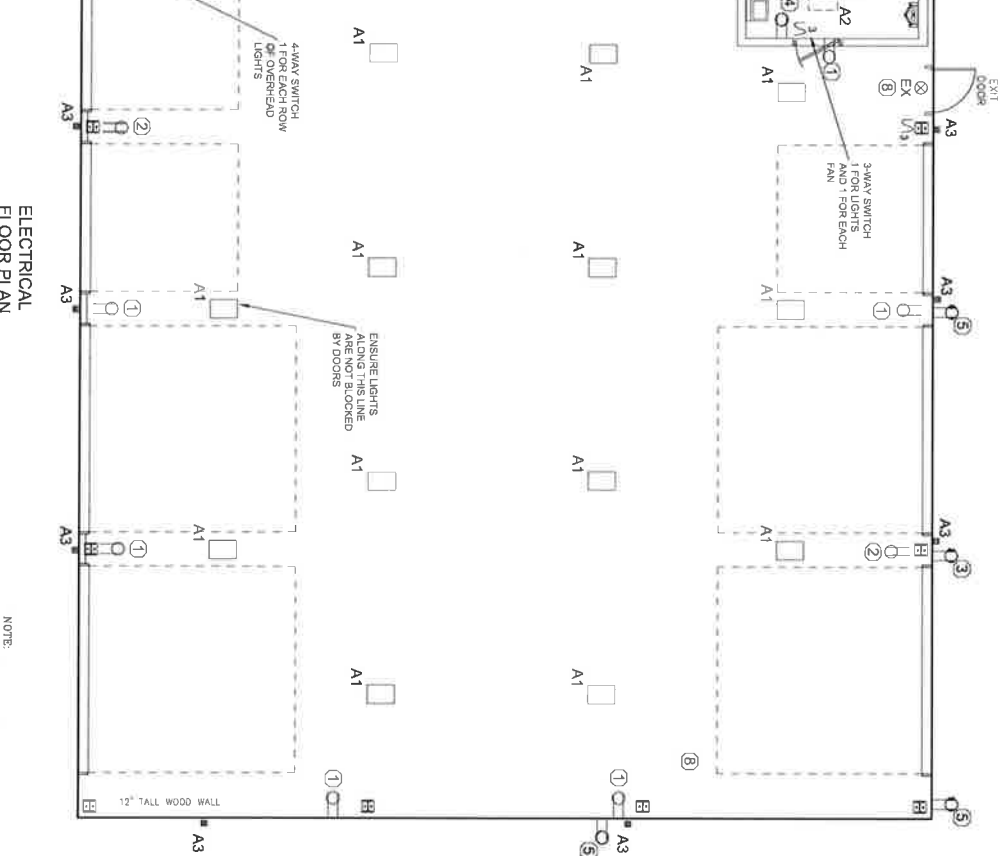
374 CABIN DRIVE
HOUGHTON, GA 30548

ELECTRICAL NOTES

E1

ELECTRICAL FLOOR PLAN
1/4" = 1'-0"

NOTE: DRAWING FOR REFERENCE ONLY. CONTRACTOR TO SUBMIT THEIR DESIGN TO TOWN FOR REVIEW AND APPROVAL.



| TYPE | DESCRIPTION | QUANTITY | MANUFACTURER | REMARKS |
|------|--------------------------------|------------------------|------------------------|--|
| A1 | 15' X 24" HIGH BAY LED FIXTURE | 1500 LUMENS LED, 145 W | UTRONA BAY LED FIXTURE | INSTALL 15' X 24" HIGH BAY LED FIXTURES PER CONDUIT RUNS |
| A2 | RECESSED 2' X 2' LED FIXTURE | 3500 LUMENS, 25 W | UTRONA BAY LED FIXTURE | INSTALL 2' X 2' RECESSED LED FIXTURES PER CONDUIT RUNS |
| A3 | WALL MOUNTED | NEW | UTRONA GFCI 20 AMP | INSTALL 20 AMP GFCI CONTROLLED OUTLETS WHERE SHOWN |

- LEGEND NOTES**
- ① INSTALL WALL MOUNTED 110V DUPLEX RECEPTACLE OUTLETS WHERE SHOWN, 20 AMP SERVICE
 - ② INSTALL 220 V, 60 AMP, 1 PHASE OUTLET
 - ③ INSTALL EXTERIOR 220 V, 60 AMP, 1 PHASE OUTLET
 - ④ INSTALL DUPLEX RECEPTACLE GFCI CONTROLLED OUTLET WHERE SHOWN
 - ⑤ INSTALL EXTERIOR DUPLEX OUTLET GFCI CONTROLLED OUTLETS WHERE SHOWN, 20 AMP SERVICE
 - ⑥ INSTALL 120/240 CIRCUIT PANEL ON OUTSIDE WALL OF STORAGE ROOM
 - ⑦ INSTALL ALL CONDUITS FOR THE FOLLOWING:
- CONDUITS FOR ELECTRICAL FEED. CONTRACTOR TO COORDINATE WITH CITY AND POWER COMPANY TO DETERMINE THE CLOSEST POWER SUPPLY FOR THE NEW BUILDING. CONTRACTOR WILL INSTALL THE NECESSARY CONDUITS AND POWER LINES TO THE BUILDING AND TO THE POWER SUPPLY. THE POWER TO THE BUILDING SHALL BE 240V 1 PHASE.
 - ⑧ INSTALL COMBINATION EMERGENCY LIGHT FIXTURE AND EXIT SIGN WITH BATTERY BACKUP

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 PO Box 370 Fax: 770-725-8900
 Bogart, GA 30622
 www.garland-contractors.com
 Commercial • Industrial • Design/Build

PROJECT NUMBER: _____

DATE: 11.14.23

BY: [Signature]

FOR: PUBLIC WORKS BUILDING CITY OF HOSCHTON

374 CAIN DRIVE HOSCHTON, GA 30648

SHEET NO. E2

NEW BUSINESS

ITEM #1

Approval of Creekside Townhomes Elevations



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: February 2, 2024

RE: February 8, 2024 City Council Work Session Agenda Items: Request to Approve Architectural Elevations of proposed fee-simple townhouses (Creekside Village Towns) (Final Plat for Creekside Village Towns, 31 lots on 3.03 acres fronting the south side of Eagles Bluff Way, along Creekside Commons Drive (Mixed Use Zoning)

As a condition of final plat approval, the applicant agreed to submit architectural elevation drawings for city council approval prior to building permits being issued. The proposed elevation drawing and photos of similar dwellings have already been made a part of the county package. The Hoschton zoning ordinance has the following code requirement for the architectural material finishes for fee simple townhouses:

Exterior material finishes. For any unit in a fee simple townhouse development that is preliminary platted after June 3, 2021, no less than 50% of all building sides, excluding windows and doors, shall be comprised of brick (masonry), stone, brick veneer and/or natural stone veneer. The remainder of the exterior walls shall be finished with fiber cement siding and other trim or accent materials approved by the zoning administrator. This provision shall not apply to fee simple townhouses authorized per a PUD, Planned Unit Development zoning district master plan approved prior to June 3, 2021. (Sec. 6.55, zoning ordinance).

Based on this code section and the elevation drawings submitted, the proposal does not meet code requirements. It appears that some of the front elevation is proposed to be brick but it is not 50%. Also, the rear elevation (the ones facing SR 53) do not have an brick or stone proposed).

Staff recommends that the applicant provide revised architectural elevation drawings that meet the code, or that City Council approve the request subject to full compliance with Sec. 6.55 of the zoning ordinance regarding approved material finishes.



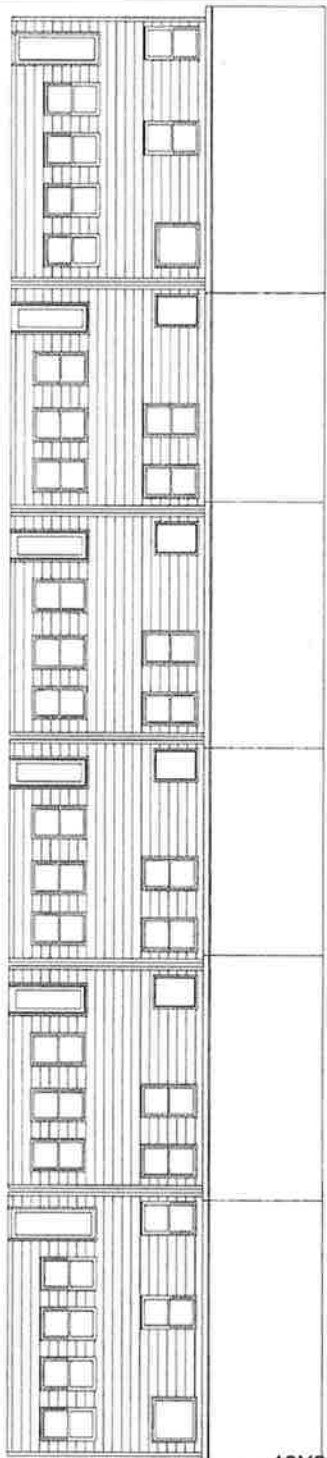
Proposed Front Elevation



Proposed Rear Elevation

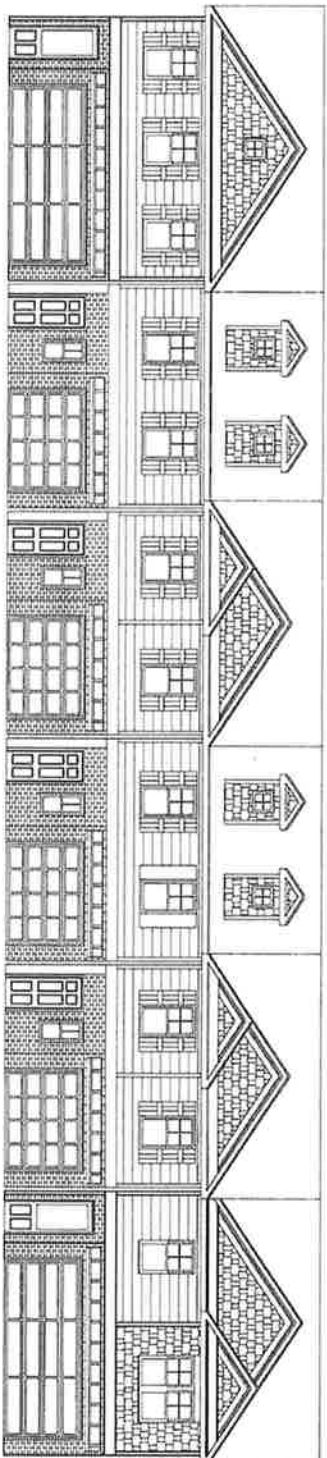


Property Location Map



REAR ELEVATION

18X24 PAPER



FRONT ELEVATION

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) RELEASED FOR CONSTRUCTION.

1-A

DATE: 01-12-24
 DWG. BY: PIV/SAM
 SHEET:

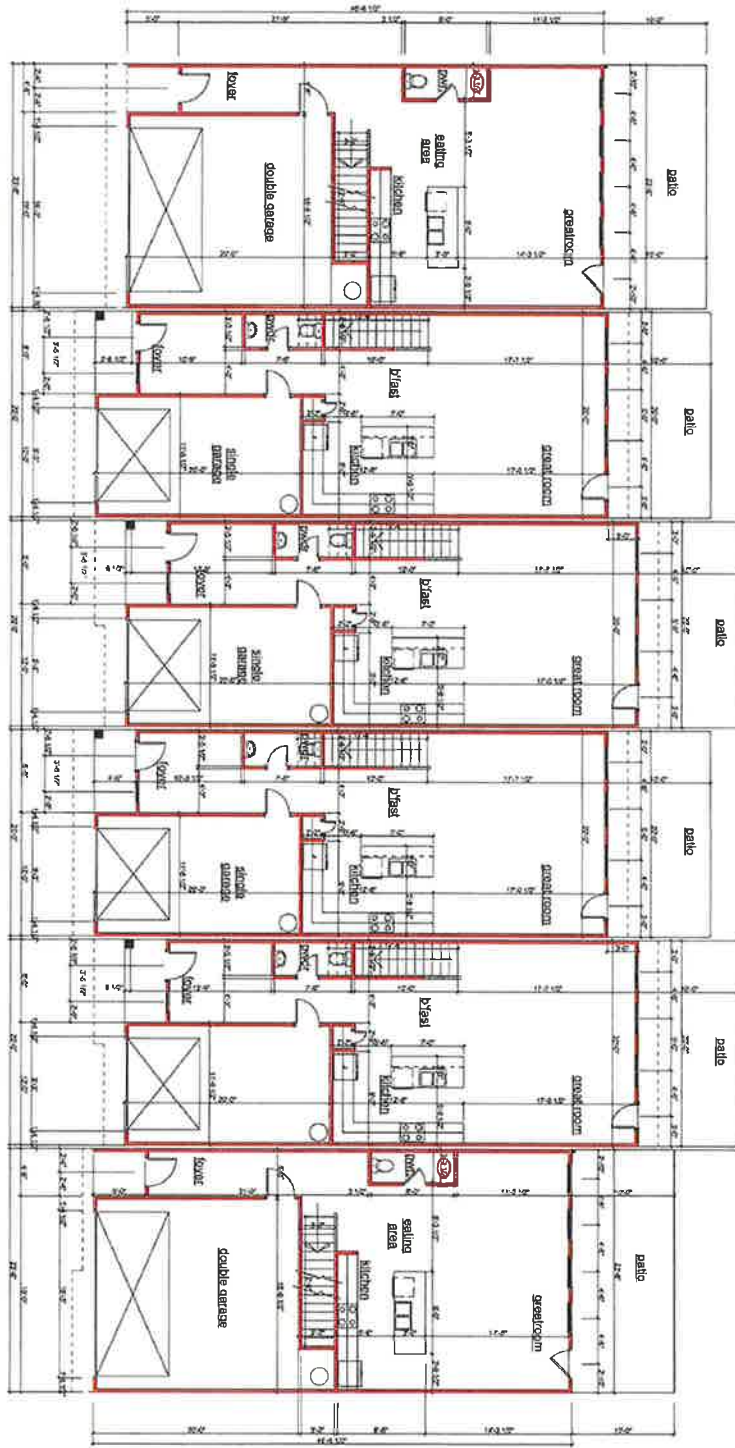
CREEKSIDE VILLAGE TOWNS
 ELEVATION-BLD LAYOUT

WE PLAN HOMES
 TEL: (504) 831-1111 WWW.WEPLANHOMES.COM

ALL PLANS HAVE BEEN
 COPYRIGHTED © BY
 WE PLAN HOMES

| DATE | REV. |
|------|------|
| | |
| | |

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) RELEASED FOR CONSTRUCTION



| SQUARE FOOTAGE CALCULATION | |
|----------------------------|-----|
| NET AREA | 118 |
| WALLS | 18 |
| CEILING | 18 |
| TOTAL AREA | 154 |

| SQUARE FOOTAGE CALCULATION | |
|----------------------------|-----|
| NET AREA | 118 |
| WALLS | 18 |
| CEILING | 18 |
| TOTAL AREA | 154 |

| SQUARE FOOTAGE CALCULATION | |
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| NET AREA | 118 |
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|----------------------------|-----|
| NET AREA | 118 |
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| TOTAL AREA | 154 |

| SQUARE FOOTAGE CALCULATION | |
|----------------------------|-----|
| NET AREA | 118 |
| WALLS | 18 |
| CEILING | 18 |
| TOTAL AREA | 154 |

| SQUARE FOOTAGE CALCULATION | |
|----------------------------|-----|
| NET AREA | 118 |
| WALLS | 18 |
| CEILING | 18 |
| TOTAL AREA | 154 |

3

DATE:
01-12-24
SHEET:

DRG. BY:
PW/USAM

CREEKSIDE VILLAGE TOWNS
FIRST FLOOR-BLD LAYOUT

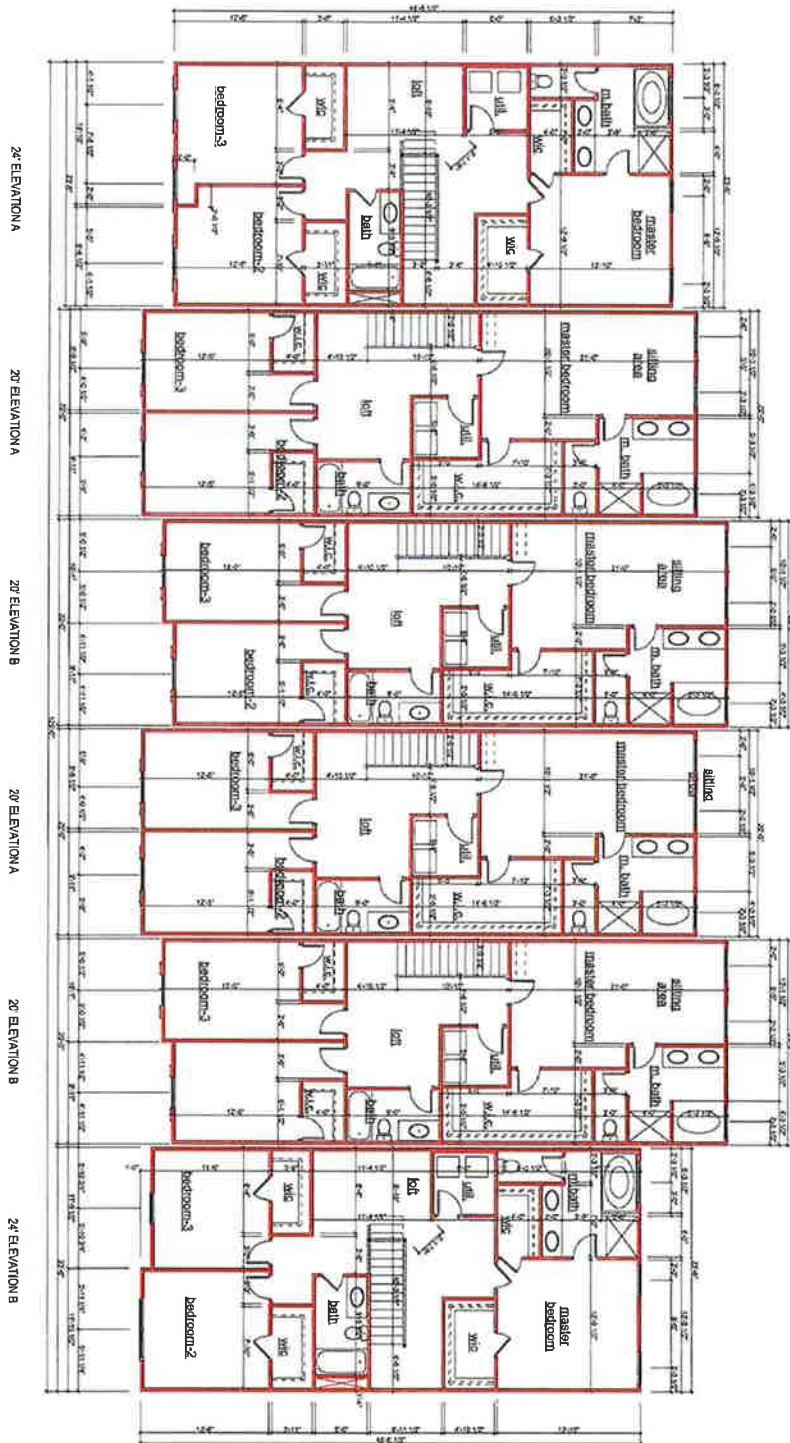


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DATE

REV.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS)-RELEASED FOR CONSTRUCTION



4-A

DATE:
01-12-24
SHEET:

CREEKSIDE VILLAGE TOWNS
SECOND FLOOR-BLD LAYOUT

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TEL: 774-482-0241 WWW.WEPLANHOMES.COM

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| DATE | REV. |
|------|------|
| | |
| | |







NEW BUSINESS

ITEM #2

Resolution 2024-03: City of Civility

**CITY OF HOSCHTON
STATE OF GEORGIA**

RESOLUTION 24-03

**A RESOLUTION PLEDGING TO PRACTICE AND PROMOTE
CIVILITY IN THE CITY OF HOSCHTON**

WHEREAS, the City Council of the City of Hoschton (the “Council”), the governing body of the City of Hoschton, Georgia (the “Municipality”), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

WHEREAS, the Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

WHEREAS, the members of the Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

WHEREAS, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

WHEREAS, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

WHEREAS, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

WHEREAS, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

WHEREAS, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the Council has determined to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION ONE

The City of Hoschton pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

SECTION TWO

The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Hoschton.

SECTION THREE

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

SECTION FOUR

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

SECTION FIVE

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the Council’s commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

SECTION SIX

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

SECTION SEVEN

The City of Hoschton expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

ADOPTED this ____ day of _____, 2024.

Debbie Martin, Mayor

Christina Brown, Councilmember

David Brown, Councilmember

Scott Courter, Councilmember

Jonathan Jackson, Councilmember

James Lawson, Councilmember

Fredria Sterling, Councilmember

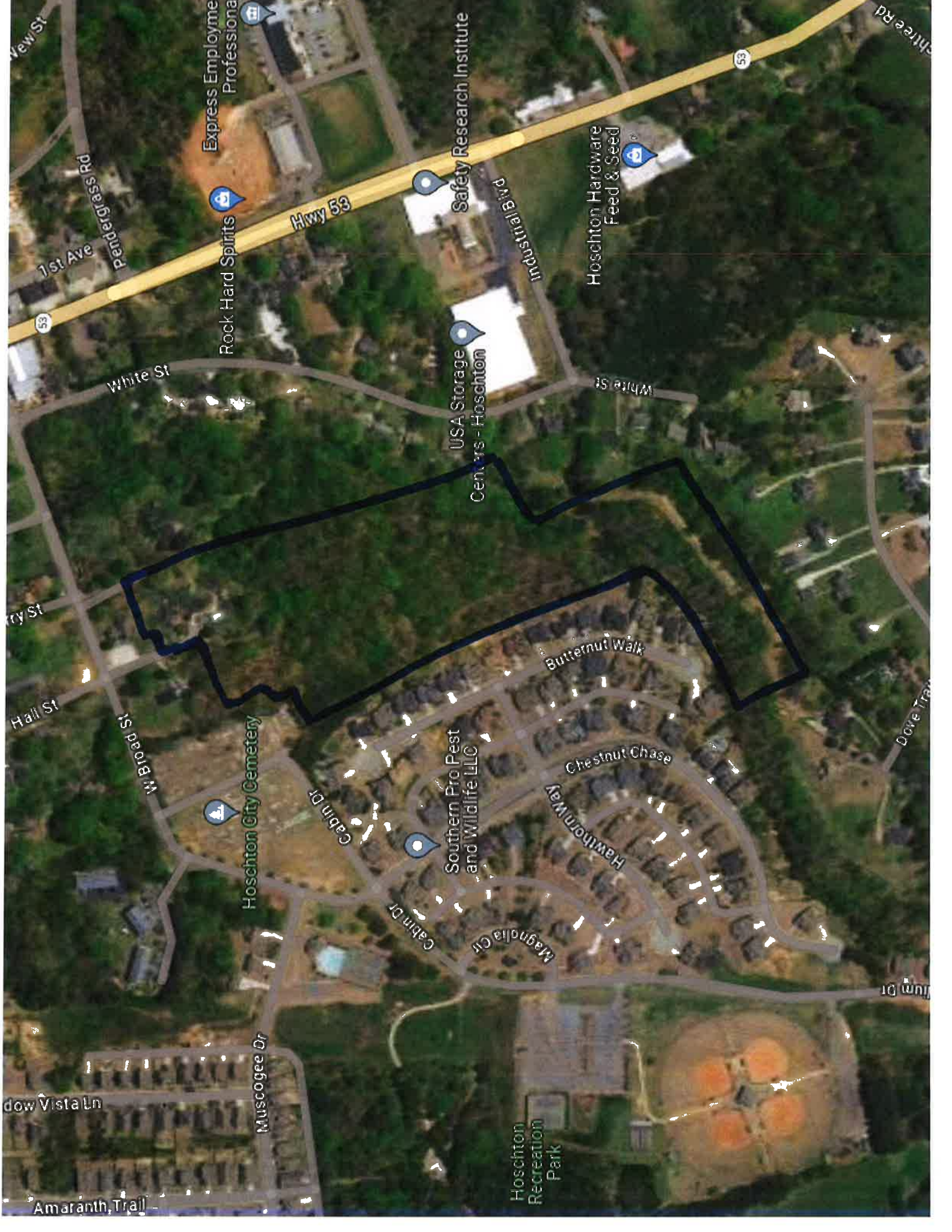
ATTEST:

City Clerk

NEW BUSINESS

ITEM #3

Resolution 2024-04: Property Acquisition
from Blankenships



Express Employment Professionals

Rock Hard Spirits

USA Storage Centers - Hoschton

Safety Research Institute

Hoschton Hardware Feed & Seed

Hoschton City Cemetery

Southern Pro Pest and Wildlife LLC

Hoschton Recreation Park

Hwy 53

White St

1st Ave

Hall St

W. Broad St

Cabin Dr

Cabin Dr

Magolia Ct

Hawthornway

Chestnut Chase

Butternut Walk

Amethyst Ln

Amaranth Trail

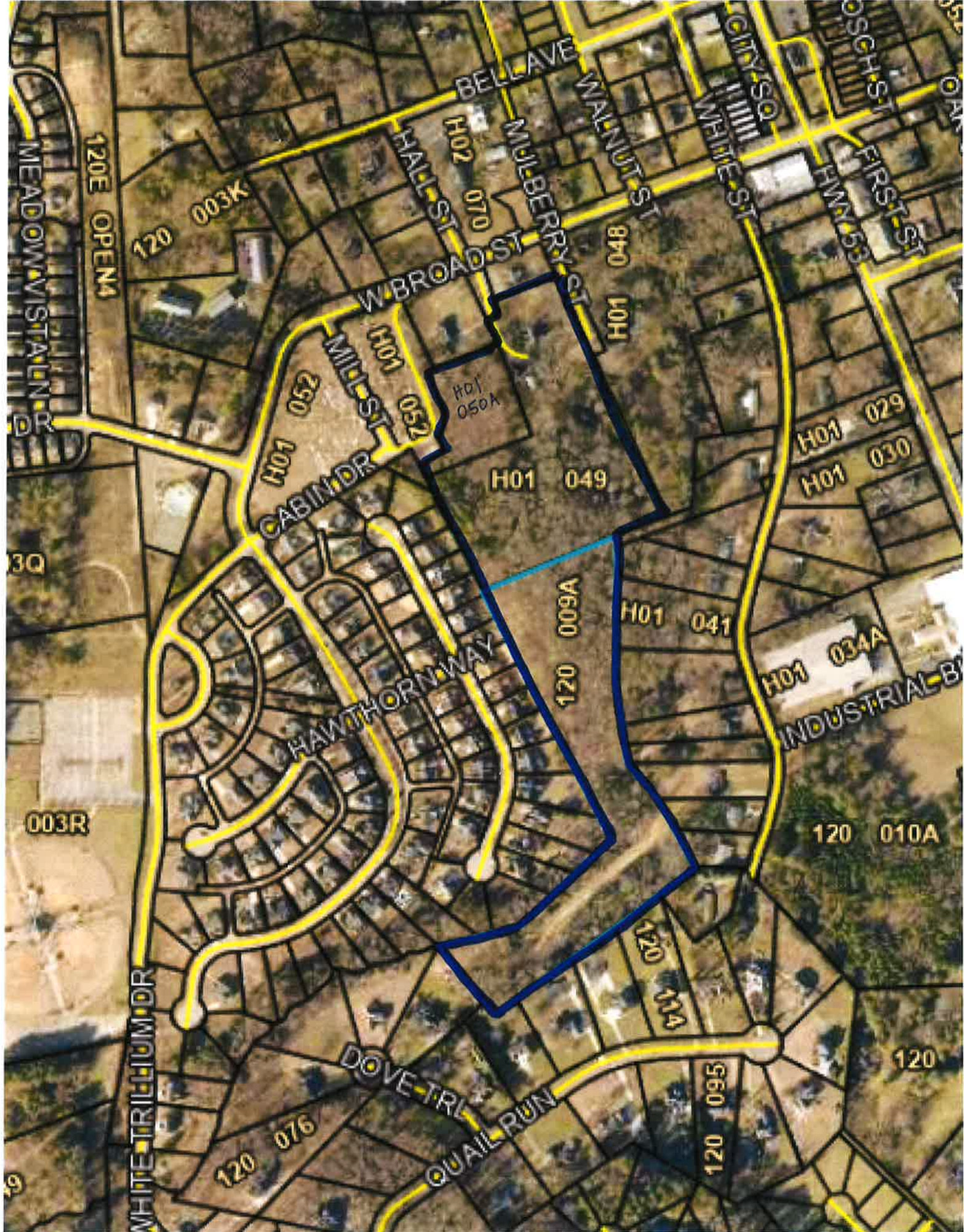
Turn Dr

Dove Trail

Shree Rd

Industrial Blvd

White St



RESOLUTION 2024-04

Property Acquisition from Bobby L. Blankenship and Dianne S. Blankenship

WHEREAS, the City of Hoschton (the "City") has a desire to continue its efforts to provide parks and recreational opportunities to the citizens of the City and surrounding areas; and

WHEREAS, the City has identified a tract of real property owned by Bobby L. Blankenship and Dianne S. Blankenship, as more particularly described in the attached Real Estate Purchase and Sale Agreement, First Amendment to Real Estate Purchase and Sale Agreement, and Second Amendment to Real Estate Purchase and Sale Agreement (hereinafter collectively referred to as "the Agreement"); and

WHEREAS, the real property described in the Agreement is hereinafter referred to as "the Property;" and

WHEREAS, the governing body for the City desires to purchase the Property.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City does hereby adopt the Agreement and does hereby authorize the purchase of the Property and directs the Mayor, the City Manager and the City Attorney to execute all such documents that may be necessary to complete the closing of the purchase of the Property pursuant to the Agreement.

Adopted this ____ day of _____, 2024.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Kidd-Harrison, City Clerk

STATE OF GEORGIA
COUNTY OF JACKSON

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into by and between Bobby L. Blankenship and Dianne S. Blankenship (collectively the "Seller"), and The City of Hoschton, Georgia (the "Purchaser");

WHEREAS, Seller is the owner of that certain parcel of real property located in Jackson County, Georgia, being tax parcel numbers: (1) H01 050A; (2) H01 049; and (3) 120 009A, which property is more particularly described as set forth in those deeds attached hereto as Exhibit "A" (collectively the "Property").

WHEREAS, Purchaser desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement;

WITNESSETH:

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, Seller and Purchaser hereby agree as follows:

1.1 Agreement of Purchase and Sale. Purchaser agrees to purchase and the Seller agrees to sell, subject to the terms and conditions set forth in this Agreement, the Property.

1.2 Purchase Price. The purchase price to be paid by the Purchaser to the Seller for the Property shall be One Million Two Hundred Thousand and no/100 (1,200,000.00) Dollars (the "Purchase Price") and shall be paid by Purchaser to Seller by payment of \$290,000 at closing, with the remaining balance due in equal monthly installments of \$8,000. No interest shall be charged on the purchase price.

1.3 INTENTIONALLY OMITTED.

1.4 Purchaser's obligations are contingent upon satisfactory completion of any and all inspections set forth below.

1.5 Effective Date. The parties hereto agree that for all purposes of this Agreement, the Effective Date of this Agreement shall be the date that this Agreement is executed by Purchaser.

1.6 Inspection Period. Purchaser, at Purchaser's sole cost and expense shall have the right to conduct an inspection of the Property for a period from the effective date, through and including that date which is ninety (90) days after the Effective Date (the

"Inspection Period"). The inspection may include economic, engineering, financing, environmental, regulatory and any other factor relating to Purchaser's use of the Property. During the Inspection Period, and thereafter if Purchaser does not terminate this Agreement, Seller shall give Purchaser and Purchaser's agent and representatives reasonable access to the Property during normal business hours for purposes of inspecting and conducting such tests as are reasonable and necessary for Purchaser to determine if the Property is satisfactory for Purchaser's intended use

In the event that Purchaser's inspection during the Inspection Period reveals issues which lead Purchaser to desire to conduct Phase II testing, then Purchaser shall have the right to extend the Inspection Period for an additional ninety (90) days. Purchaser shall ensure that: (a) all of its affiliates, employees, advisors, contractors, representatives or agents ("Representatives") who enter the Property shall have adequate, commercially reasonable insurance; (b) no liens shall be placed on the Property or levied against Seller as a result of Purchaser's inspection; and (c) the Property is restored to the same or similar condition as existed prior to any entry.

Purchaser expressly agrees that the results of any environmental investigation, review, sampling or analyses obtained by Purchaser in the course of or in connection with the inspections conducted hereunder shall remain confidential to Purchaser and its Representatives through the date of Closing and shall not be disclosed to Seller, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties prior to Closing. These confidentiality obligations shall survive the termination of this Contract.

Purchaser shall indemnify, hold harmless from and defend Seller, and his agents, affiliates, successors and assigns, from and against any and all liabilities, claims, causes of action, damages, losses, penalties, forfeitures, suits, costs and expenses (including without limitation, investigation costs, costs of defense, settlement and reasonable attorneys' fees) incurred or arising in connection with Purchaser's or any Representative's breach of the confidentiality and other obligations set forth in this Contract, entry onto the Property or enforcement of this indemnity. All Indemnification obligations contained herein shall survive the Closing and any termination of this Contract.

"AS IS" PURCHASE

To the maximum extent permitted by applicable law and except for Seller's representations and warranties specifically set forth above ("Seller's Warranties"), the transactions contemplated by this Contract are made and will be made without representation, covenant, or warranty of any kind (whether express, implied, or, to the maximum extent permitted by applicable law, statutory) by Seller. As a material part of the consideration for this Contract, Purchaser agrees to accept the Property on an "AS

IS" and "WHERE IS" basis, with all faults and any and all latent and patent defects, and without any representation or warranty, all of which Seller hereby disclaims, except for Seller's Warranties. Except for Seller's Warranties, no warranty or representation is made by Seller as to (a) fitness for any particular purpose, (b) merchantability, (c) design, (d) quality, (e) condition, (f) operation or income, (g) compliance with drawings or specifications, (h) absence of defects, (i) absence of hazardous or toxic substances, (j) absence of faults, (k) flooding, or (l) compliance with laws and regulations including, without limitation, those relating to health, safety, and the environment. Purchaser acknowledges that Purchaser has entered into this Contract with the intention of making and relying upon its own investigation of the physical, environmental, economic use, compliance, and legal condition of the Property and that Purchaser is not now relying, and will not later rely, upon any representations and warranties made by Seller, respectively, or anyone acting or claiming to act, by, through or under or on Seller's behalf concerning the Property, except for Seller's Warranties.

From and after the date of Closing, Purchaser, for itself and its Representatives, successors-in-title, successors and assigns, hereby releases, indemnifies, holds harmless and forever discharges Seller and his agents, affiliates, successors and assigns (collectively the "releasees") from any and all rights, claims and demands, damages and losses at law or in equity, whether known or unknown at the time of this Contract, which Purchaser has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et seq.) or any similar federal, state or local statute, rule or regulation and any and all matters affecting the Property.

1.7 Right of Termination. If Purchaser discovers any matter during the Inspection Period that is unacceptable to Purchaser for any reason, in Purchaser's sole discretion, Purchaser may terminate this Agreement by giving Seller written notice thereof (the "Termination Notice") at any time prior to the expiration of the Inspection Period. If Purchaser fails to timely give the Termination Notice prior to the expiration of the Inspection Period, upon expiration of the Inspection Period, Purchaser shall be deemed to have waived its rights to terminate this Agreement. If the Purchaser provides the Termination Notice prior to the expiration of the Inspection Period, the parties shall have no further right or obligation hereunder; provided however, Purchaser shall be obligated to comply with its restoration and indemnification obligations set forth in this Section. Time is of the essence in regard to termination as set forth herein.

1.8 Seller's Documentation Delivery. Not later than 5:00 P.M., on the seventh (7th) day after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney any and all such documents concerning the title and condition of the Property as are known to Seller, including but not limited to all deeds, plats, surveys, maps, drawings, plats, title insurance policies, title reports, environmental reports, soils analysis, engineering reports, appraisals, tax bills, tax assessment notices, declarations of covenants or conditions in effect on the Property, any permits applicable to the Property, and the reports of any other kind or nature. Seller will additionally deliver a full

copy of any and all current leases, together with any amendments or extensions thereof, and rent rolls for the property. Purchaser may provide a list of additional requested documentation to Seller and Seller agrees to deliver all such available documents within seven (7) days. The information, other than matters of public record or matters generally known to the public, furnished to, or obtained through inspection of the Property by, Purchaser, its affiliates, lenders, employees, attorneys, accountants and other professionals or agents relating to the Property, will be treated by Purchaser, its affiliates, lenders, employees, agents, and current and prospective investors as confidential.

1.9 Condition of Property. Seller represents that at the closing any and all improvements located thereon will be in the same condition as they are on the Effective Date of this Agreement. Seller shall convey title to the Property to Purchaser via general warranty deed.

1.10 Permitted Exceptions. Title to the Property shall be free and clear of liens and encumbrances, except for: (i) zoning; (ii) current year's and future ad valorem taxes and assessments affecting the Property which are not yet due and payable; (iii) any liens, encumbrances or other title exceptions approved or waived by Purchaser as provided in Section 1.11.

1.11 Title Examination. Purchaser will complete its examination of the title to the Property during the Inspection Period. As part of this examination, Purchaser will obtain, and Purchaser will pay for at closing, a title insurance certificate and commitment showing Seller's title to the Property to be marketable in fact. Purchaser shall notify Seller in writing of any objections or defects to the title. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects, then, no later than ten (10) days after receipt of Seller's notice refusing to cure, or the deemed refusal to cure, Purchaser shall elect as its sole remedy to either: (i) terminate this Agreement by giving written notice thereof to Seller, in which event: (a) this Agreement shall thereupon be of no further force and effect; (b) no party hereto shall have any further rights, duties or obligations hereunder; and (c) Seller shall return the balance of the Earnest Money to Purchaser; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Purchaser is to pay all premiums necessary to convert the title insurance commitment to a Purchaser's title insurance policy in the full amount of the purchase price.

1.12 Survey. Purchaser may obtain at its expense, as soon as practical after the Effective Date, an ALTA/ACSM Survey according to Purchaser's specifications, complete with utilities, and showing the Property and the total acreage to the nearest 1/100th acre. Purchaser shall notify Seller in writing of any objections or defects to the Property revealed by the Survey. If Purchaser delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect:

(i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Purchaser within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Purchaser shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event no party hereto shall have any further rights, duties or obligations hereunder; or (ii) accept the survey to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein.

1.13 INTENTIONALLY OMITTED

1.14 Utilities. Purchaser shall confirm the availability of any and all utilities servicing the Property, including, without limitation, public water, sanitary sewer, storm sewer, electric, natural gas, and telephone and that each such utility service has sufficient capacity to serve the intended use by Purchaser.

1.15 Existing Leases. Seller will not amend, modify, extend, alter or terminate any existing lease, contract or agreement affecting the Property, or enter into any new lease, contract or agreement affecting the Property during the term of this Agreement. Notwithstanding this prohibition, Seller will be permitted to extend any expired or expiring lease on a month-to-month basis.

1.16 Flood Determination. Purchaser shall confirm that the Property is not within the 100-year flood plain as established by FEMA.

1.17 INTENTIONALLY OMITTED

1.18 Closing Date. Closing shall be on or before thirty (30) days following the end of the Inspection Period.

1.19 Closing Location. Closing shall take place at Hulsey, Oliver & Mahar, LLP or at such other location as chosen by Purchaser.

1.20 Title. There shall be conveyed at closing, good and marketable, fee simple title to the Property by general warranty deed. Good and marketable fee simple title is hereby defined as title which is insurable by First American Title Insurance Company at its standard rates on an ALTA Owner's Policy. The Property shall be described according to survey obtained pursuant to Section 1.12 above.

1.21 Seller's Obligations at Closing. At Closing, Seller, at its sole cost and expense, shall deliver to the Purchaser the following:

- a) General Warranty Deed in recordable form conveying good, marketable and insurable title to the Property;
- b) A Non-Foreign Affidavit;

- c) Seller's Affidavit acceptable to Purchaser's title insurance company;
- d) Affidavit allowing Purchaser to properly comply with 1099 reporting requirements;
- e) Certification that there are no existing leases encumbering all or any portion of the Property;
- f) Written confirmation that any and all management and service contracts have been terminated, or assigned to Purchaser, at Purchaser's sole election;
- g) An executed closing statement (the "Closing Statement") setting forth in reasonable detail the financial transaction contemplated by this Agreement, including without limitation the Purchase Price, all prorations, the allocation of costs specified herein, and the source, application and disbursement of all funds. Purchaser shall be responsible for preparing the Closing Statement.

1.22 Purchaser's Obligations at Closing. At Closing, Purchaser, at its sole cost and expense, shall deliver to Seller the following:

- a) Immediately available funds payable to the Seller representing the cash portion of the Purchase Price, prorations and other items reflected on the closing statements;
- b) Such documents as are reasonably required to fully authorize the purchase of the Property by Purchaser and execution of all Closing documents;
- c) The Closing Statement.

1.23 Costs. Purchaser shall pay all costs and fees related to any title policy, title commitment, survey, appraisal, environmental audits and the recording of the deed. Seller shall pay any real estate transfer tax associated with the conveyance that may be imposed on the transaction. Seller and Purchaser shall pay the fees of their own attorneys for services related to the preparation and negotiation of this Agreement and the purchase and sale of the Property.

1.24 Prorations. Ad valorem taxes on the Property for the year of closing shall be prorated at Closing, effective as of the Closing Date, based on actual amounts, if known, and if not, then on the best available estimates thereof. Provided that Seller receives the Purchase Price, the date of closing will be attributable to Purchaser. If tax assessments for the Property for the current year are unavailable as of the Closing Date, said ad valorem taxes shall be prorated or adjusted based upon the immediately preceding tax year figures. The parties shall cooperate to transfer all utility services to the Property, effective as of the Closing Date; provided, however, Seller will be responsible for all charges applicable to the period prior to the Closing Date, and Purchaser shall be responsible for all charges applicable to the period from and after the Closing Date. All taxes, assessments and charges due and payable with respect to the Property after Closing shall be the responsibility of Purchaser. The provisions of this Article shall survive closing. Additionally, any and all rents and other operating expenses, if any, will be pro-rated at closing.

1.25 General Obligations of Purchaser and Seller. At Closing the Seller and Purchaser shall cause to be delivered such other instruments and documents as may be reasonable, necessary and appropriate to complete the Closing of this transaction.

1.26 Possession. Seller agrees to deliver possession of the Property to Purchaser on the Closing Date and after consummation and funding of the transaction described herein.

1.27 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly provided, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Earnest Money deposited by Purchaser as liquidated damages for the breach of this Agreement, it being agreed between the parties that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof.

1.28 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser shall be entitled, as its sole remedy to seek to enforce specific performance of Seller's obligation to do all things reasonably necessary to execute the documents required by this Agreement and to convey title to the Property to Purchaser. Purchaser shall be deemed to have elected to terminate this Agreement if Purchaser fails to file suit for specific performance against Seller on or before thirty (30) days following the date upon which Closing was to have occurred.

1.29 Condemnation. If, at any time prior to the Closing, any action or proceeding is filed or threatened under which the Property, or any portion thereof, may be taken pursuant to condemnation, then, at the option of Purchaser: (a) this Agreement shall terminate and the balance of the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder; or (b) this Agreement shall remain in full force and effect, and Seller, at the time of closing hereunder, shall transfer and assign to Purchaser all of Seller's right, title and interest in and to any proceeds received or which may be received by reason of such taking, or a sale in lieu thereof, said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives from Seller written notice that such suit has been filed or is threatened, but in no event later than the date of closing hereunder. If Purchaser fails to exercise said option within said fifteen (15)-day period, then Purchaser shall be deemed to have elected the alternative set forth in subsection (a) above.

1.30 Commissions. Purchaser and Seller each warrant and represent to the other that such party has not employed a real estate broker or agent in connection with the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by it as a result of the other's representation herein being untrue. This provision shall survive the Closing or any termination of this Agreement.

1.31 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any such prohibited assignment shall be void. Notwithstanding the foregoing Purchaser shall be entitled to assign the rights of Purchaser to another entity controlled by the same owners created for the purpose of this transaction.

1.32 Entire Agreement. This Agreement embodies the entire agreement of the parties hereto and can be modified or varied only by a written instrument subscribed to by all parties hereto.

1.33 Time of Essence. Time is of the essence of this Agreement.

1.34 Notices. Any notice, request, demand, instruction, or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered upon receipt, if hand delivered or delivered by overnight delivery service, or upon deposit in certified mail, return receipt requested, addressed as follows:

If to the City: City of Hoschton
 Attention: Jennifer Harrison
 79 City Square
 Hoschton, GA 30548
 Phone 706-654-3034
 Email: jkidd@cityofhoschton.com

With a copy to: Hulseay, Oliver and Mahar, LLP
 Attention: Abbott S. Hayes, Jr.
 200 E. E. Butler Parkway
 Gainesville, GA 30501
 Phone: 770-532-6312
 Email: ash@homlaw.com

If to Seller: Bobby P. and Dianne S. Blankenship
 140 Mulberry Street
 Hoschton, GA 30542

1.35 Change of Address. The addresses and addressees for the purpose of this Article may be changed by either party by giving notice of such change to the other party in the manner provided for giving notice.

1.36 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used as interpreting the meanings and provisions hereof.

1.37 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

1.38 Responsibility to Cooperate. All parties agree to take all actions and do all things reasonably necessary to fulfill the terms and conditions of this Agreement in good faith and in a timely manner. Purchaser and Seller shall execute and deliver such certifications, affidavits, and statements as are required at closing to meet the requirements of any lender(s) and of federal and state law.

1.39 Construction. The parties acknowledge that their attorneys have reviewed and negotiated the provisions of this Agreement; therefore, the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

1.40 Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Georgia, without regard to any conflicts of law doctrine of such state.

1.41 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the Agreement of the parties.

1.42 Special Stipulations. The following Special Stipulations, if conflicting with any exhibit, addendum or preceding paragraph (including changes thereto made by the parties), shall control:

- A. Seller shall retain a life estate as to that portion of the Property that includes the house in which Seller resides, as well as a reasonable portion of the Property surrounding said house, which portion of the Property is shown approximately as that outlined in red in the attached Exhibit "B." During the Inspection Period, the parties hereto shall work together to survey that portion of the Property to be retained as a life estate, and said survey shall be done at the expense of the Purchaser.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.
Purchaser:

CITY OF HOSCHTON

By: *James Lawson*
James Lawson, Acting Mayor

Attest: *Jennifer Kidd-Harrison*
Jennifer Kidd-Harrison, City Clerk

Date: 10/30/23

CITY SEAL



Approved as to form:

Abbott S. Hayes, Jr., City Attorney

Seller:

Bobby L. Blankenship
Bobby L. Blankenship

Date: 10-27-2023

Dianne S. Blankenship
Dianne S. Blankenship

Date: October 23, 2023

ASH/w286785

4894-4023-2319, v. 2

STATE OF GEORGIA
COUNTY OF JACKSON

Deed Doc 688563
Received 10/19/2016 10:50 AM
County of Jackson \$0.00
Check # 10000000000000000000
10/19/2016

STATE OF GEORGIA
COUNTY OF JACKSON

QUIT DEED

THIS INSTRUMENT, made this 10th day of October, 2016 between **DOBBY L. BLANKENSHIP**, of Jackson County, Georgia, one of the first part, hereinafter called "Grantor", and **DOBBY L. BLANKENSHIP and FARRIS B. BLANKENSHIP**, of Jackson County, Georgia, parties of the second part, hereinafter called "Grantees" (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor for and in consideration of the sum of ONE HUNDRED AND NO/100 (\$1.00) and other good and valuable consideration, in hand paid, at and before the signing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby convey, convey and forever relinquish unto the said Grantees the following described property, to-wit:

All that tract or parcel of land lying, together with all improvements thereon, situate, lying and being in the 140th District, Jackson County, Georgia, located within the City of Milledgeville, containing 7.17 acres, more or less, as shown by plat and survey for Dobby L. Blankenship, prepared by W. T. Dunham & Associates, Inc., OMB# 11877, dated May 16, 1994, recorded in Plat Book 43, Page 100, Jackson County, Georgia records, which plat and the recording thereof are hereby incorporated herein by reference for a more detailed description of the property.

Being the same property conveyed to Grantor from Thomas H. White to Dobby L. Blankenship dated August 8, 1978, filed and recorded in Deed Book 617, Page 364, Jackson County, Georgia records.

AND ALSO:

All that tract or parcel of land, lying and being in the 140th District, OMB, Jackson County, Georgia, containing 8.162 acres, more or less, as shown by plat and survey for Dobby L. Blankenship, prepared by W. T. Dunham & Associates, Inc., OMB# 11877, dated January 23, 1999, recorded in Plat Book 83, Page 209, Jackson County, Georgia records, which plat and the recording thereof are hereby incorporated herein by reference for a more detailed description of the property.

TO HAVE AND TO HOLD the said described premises to Grantees, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim, or demand any right or title to said premises or any part thereof; or any right therein.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of
[Signature]
Official Witness
[Signature]
Notary Public

[Signature]
DOBBY L. BLANKENSHIP



FILED
SUPERIOR COURT
JACKSON COUNTY GA
THIS OCT 19 2016 9:48
CAMPBELL & ASSOCIATES, LLC

Exhibit "A"

Received by
 Deed Book 15/2016 001441
 Georgia Transfer Tax Paid \$0.00
 ARTHUR AND S. HUBBARD, L.P.
 P. O. Box 240
 Winter, Georgia 30680

Deed Book 15/2016 001441
 Georgia Transfer Tax Paid \$0.00
 Chris W. Thomas
 Clerk Superior Court, JACKSON Co., GA
 060074N Pg 0065

FILED
 SUPERIOR COURT
 JACKSON COUNTY, GA
 2016 SEP 15 AM 9:56
 JAMIE W. THOMAS, CLERK

This deed is being re-recorded to correct the Plat Logo Reference to the legal description of the land in the County of BARROW.

WARRANTY DEED

This instrument made this 1st day of September, 2016 between Mitchell Clark and David T. Wood, of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Debby L. Blankenship and Darius S. Blankenship, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns unless the context requires or permits).

WARRANTY DEED Grantor, for and in consideration of the sum of **TEN AND 00/100th (\$10.00)** Dollars and other good and valuable considerations in hand paid at and before the reading and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that parcel or parcel of land lying and being in the City of Marietta, 1407th District, E. 7th, Jackson County, Georgia, being designated as Parcel 2, containing 1.631 acres, more or less, as shown by plat entitled "Final Plat for Mitchell Clark as David Wood", prepared by Grant Land Surveyors, certified by Christopher J. Curran, CIVIL No. 3003, dated August 10, 2016, recorded in Plat Book 78, page 2, Jackson County, Georgia records, which said plat and the recording thereof are incorporated herein by reference for a more detailed description in said tract.


This Deed is given subject to all easements and restrictions of record, if any.


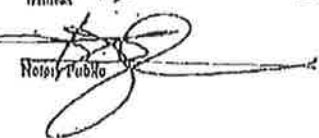
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, incidents and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in HER HEIR AND SUCCESSORS.

AND THIS SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.


 Mitchell Clark (Grantor)


 David T. Wood (Grantor)

Signed, read and delivered in the presence of

 Witness

 Notary Public



FILED
 SUPERIOR COURT
 JACKSON COUNTY, GA
 2016 SEP 15 AM 9:56
 JAMIE W. THOMAS, CLERK

191

After Recording Return To:
Southern Title Agency, LLO
87 First Street
Moochton, GA 30548
708-860-2301

FILED
SUPERIOR COURT
JACKSON COUNTY, GA
2003 OCT 31 AM 10:40
NEVA PAULS, CLERK
DEED BOOK 221 PAGE 41

GEORGIA TRANSFER TAX
DATE 10/31/03
NEVA PAULS
CLERK OF COURT
JACKSON CO., GA

STATE OF GEORGIA
COUNTY OF JACKSON

WARRANTY DEED

THIS INSTRUMENT is made this 30th day of October, 2003 between GARY & OLSON PROPERTIES, LLC, a Georgia Limited Liability Company (hereinafter collectively referred to as "Grantor") and Robert L. Blumenthal and Wilma B. Blumenthal of the County of Jackson, State of Georgia (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF MOUCHTON, GEORGIA, O.G.D. No. 1402, AND BEING DESIGNATED AS THE "OUT PARCEL" ADJACENT TO LOTS 14 AND 15 OF THE VILLAGE AT MOUCHTON SUBDIVISION WHICH "OUT PARCEL" IS REFLECTED ON THE PLAT OF SUBDIVISION FOR THE VILLAGE AT MOUCHTON RECORDED IN PLAT BOOK 61, PAGE 245 JACKSON COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IN BY THIS REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

SUBJECT TO easements, ordinances and restrictions of record

TO HAVE AND TO HOLD the Land, with all and singular the rights, tenures and appurtenances thereto, to the same heirs, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in THIS MANNER.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal (the date above).

Signed, sealed and delivered in the presence of

GARY & OLSON PROPERTIES, LLC

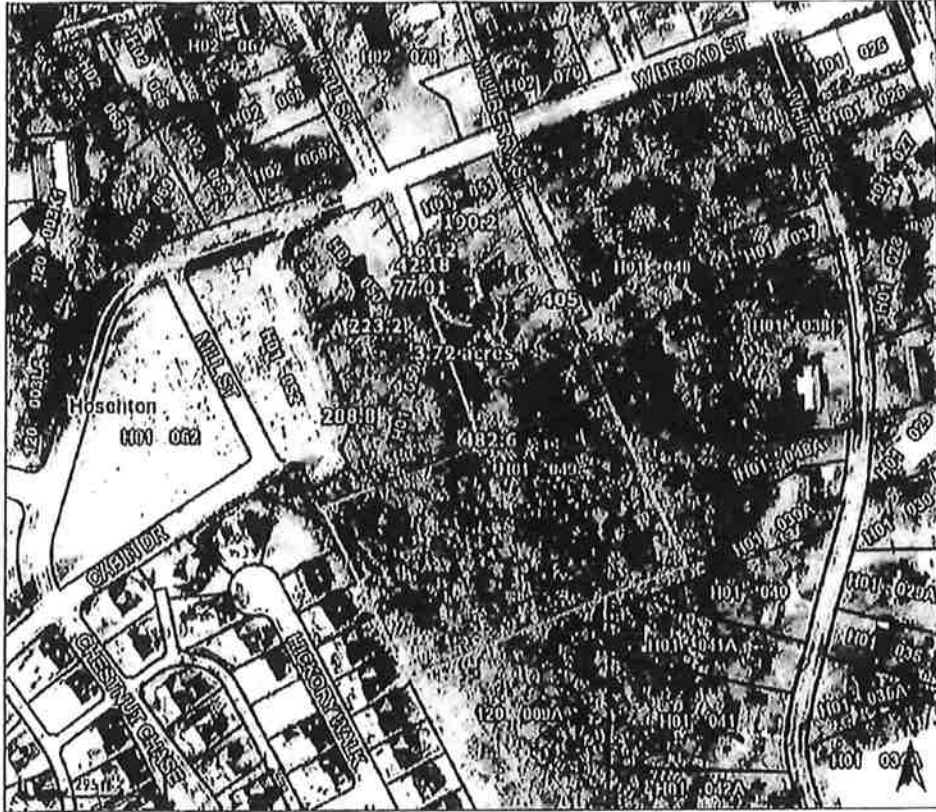
Karen Whitman
Notarial Witness
Karen Whitman
Notary Public

[Signature]
Title: President

Commission Expires:
(NOTARIAL SEAL)



After recording, return to:
Moigenstern & Baker, LLC
37 First Street
Moochton, GA 30548



Overview

Legend

- Parcels
- City Labels
- Roads

| | | | | | | | |
|-----------------|-------------|------------------|------------------------------|--------------|-------|--------|------|
| Parcel ID | H01 049 | Owner | BLANKENSHIP BOBBY L & DIANNE | Last 2 Sales | | | |
| Class Code | Residential | | PO BOX 213 | Date | Price | Reason | Qual |
| Taxing District | HOSCHTON | | HOSCHTON, GA 305480213 | 10/6/2016 | 0 | QC | U |
| Acres | 7.17 | Physical Address | 140 MULBERRY STREET | n/a | 0 | n/a | n/a |
| | | Assessed Value | Value \$307620 | | | | |

(Note: Not to be used on legal documents)

Date created: 10/13/2023

Last Data Uploader: 10/12/2023 6:02:43 PM

Developed by Schneider

Subject Property to be reserved for their use is outlined in Red. Approximately 3.72 acres.

Exhibit B

STATE OF GEORGIA

COUNTY OF JACKSON

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This First Amendment to Real Estate Purchase and Sale Agreement ("First Amendment") is made and entered into by and between Bobby L. Blankenship and Dianne S. Blankenship (collectively the "Seller"), and The City of Hoschton, Georgia (the "Purchaser");

WHEREAS, Seller and Purchase entered into a Real Estate Purchase and Sale Agreement with an Effective Date of October 30, 2023 ("Agreement");

WHEREAS, the Property was defined in the Agreement as including that certain real property located in Jackson County, Georgia, being tax parcel numbers: (1) H01 050A; (2) H01 049; and (3) 120 009A, which property is more particularly described as set forth in those deeds attached to the Agreement as Exhibit "A," and

WHEREAS, Purchaser and Seller desire to expand the definition of the Property to include Jackson County, Georgia tax parcel number 120 009B, which property is more particularly described as set forth in those deeds attached to the Agreement as Exhibit "A."

WITNESSETH:

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, Seller and Purchaser hereby agree as follows:

The Property, as that term is defined in the Agreement, is hereby expanded to include Jackson County, Georgia tax parcel number 120 009B, which property is more particularly described as set forth in those deeds attached to the Agreement as Exhibit "A."

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

CITY OF HOSCHTON



By: *James Lawson*
James Lawson, Acting Mayor

Attest: *Jennifer Kidd-Harrison*
Jennifer Kidd-Harrison, City Clerk

Date: 11/7/23

CITY SEAL

Approved as to form:

Abbott S. Hayes, Jr.
Abbott S. Hayes, Jr., City Attorney

Seller:

Bobby L. Blankenship
Bobby L. Blankenship

Date: 11-3-23

Dianne S. Blankenship
Dianne S. Blankenship

Date: Nov. 3, 2023

STATE OF GEORGIA
COUNTY OF JACKSON

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Second Amendment to Real Estate Purchase and Sale Agreement ("Second Amendment") is made and entered into by and between Bobby L. Blankenship and Dianne S. Blankenship (collectively the "Seller"), and The City of Hoschton, Georgia (the "Purchaser");

WHEREAS, Seller and Purchase entered into a Real Estate Purchase and Sale Agreement with an Effective Date of October 30, 2023, and a First Amendment to Real Estate Purchase and Sale Agreement dated November 3, 2023, by Seller and November 7, 2023, by Purchaser ("Agreement");

WHEREAS, Purchaser and Seller desire to clarify the definition of the Property, as well as the definition of the life estate to be retained by Seller, as set forth herein; and

WHEREAS, Purchaser and Seller wish to extend the Inspection Period, as that term is defined in the Agreement.

WITNESSETH:

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, Seller and Purchaser hereby agree as follows:

The "Property," as that term is defined in the Agreement, is hereby defined to include that 17.109 acres of real property shown as Tract 1 and Tract 2 on that plat of survey for Seller dated January 9, 2024, prepared by Warren S. Wood, Georgia Registered Land Survey No. 2849, a true and correct copy of which is attached hereto as Exhibit "C."

Special Stipulation 1.42(A) of the Agreement is hereby amended by striking it in its entirety and replacing it with the following: "Seller shall retain a life estate to that 3.733 acres of real property shown as Tract 1 on that plat attached hereto as Exhibit "C."

The "Inspection Period," as that term is defined in the Agreement, is hereby defined to include that period of time through February 21, ~~2023~~ 2024.

IN WITNESS WHEREOF, this instrument has been executed in multiple copies of the dates set forth below, and each executed copy shall be deemed an original for all purposes.

Purchaser:

CITY OF HOSCHTON

By: *Debbie Martin*
Debbie Martin, Mayor

Attest: *Josh Harris*
City Clerk

Date: 1/22/24

CITY SEAL

Approved as-to-form:
Abbott S. Hayes, Jr.
Abbott S. Hayes, Jr., City Attorney



Seller:
Bobby L. Blankenship
Bobby L. Blankenship

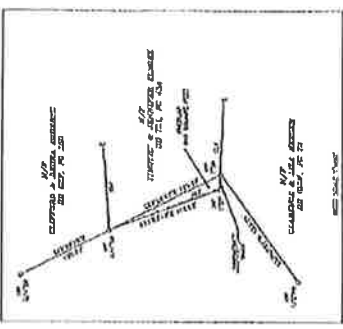
Date: 1-17-24

Dianne S. Blankenship
Dianne S. Blankenship

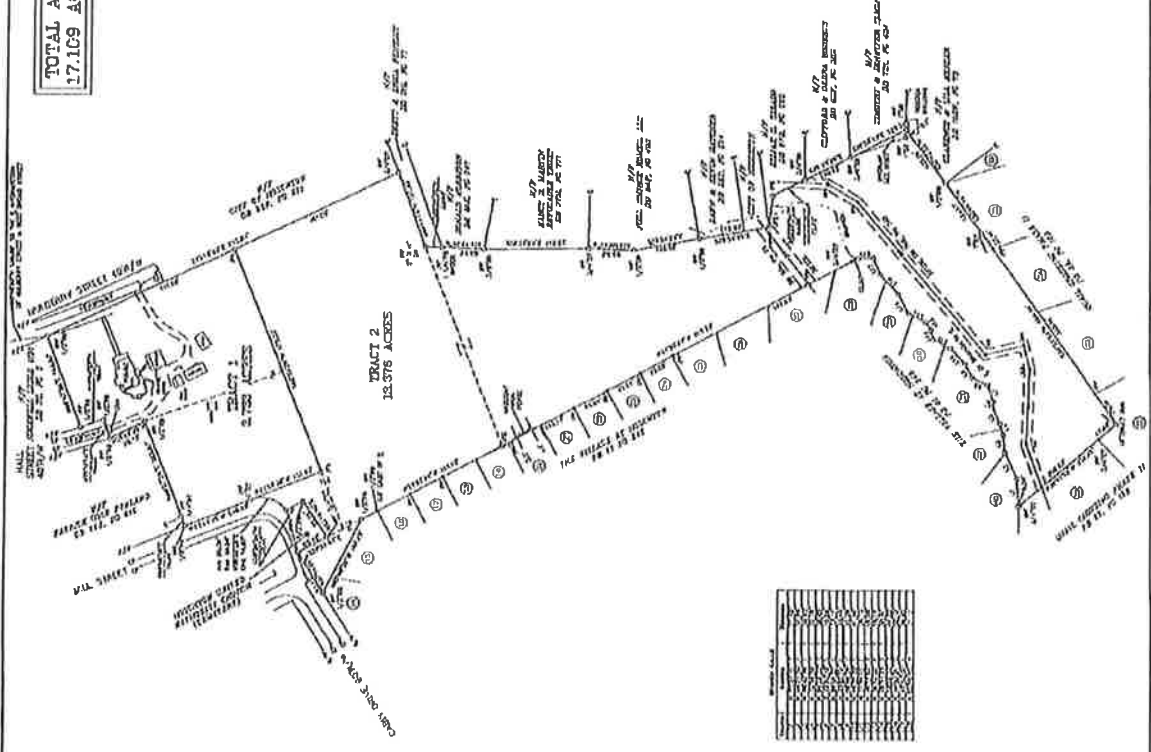
Date: January 17, 2024



GENERAL NOTES:
 1. The information shown on this map is based on the information provided by the applicant and is not a guarantee of accuracy.
 2. The applicant is responsible for obtaining all necessary permits and approvals from the appropriate authorities.
 3. The applicant is responsible for ensuring that all work is completed in accordance with the applicable codes and regulations.
 4. The applicant is responsible for ensuring that all work is completed in a timely manner.
 5. The applicant is responsible for ensuring that all work is completed in a safe manner.
 6. The applicant is responsible for ensuring that all work is completed in a professional manner.
 7. The applicant is responsible for ensuring that all work is completed in a cost-effective manner.
 8. The applicant is responsible for ensuring that all work is completed in a sustainable manner.
 9. The applicant is responsible for ensuring that all work is completed in a socially responsible manner.
 10. The applicant is responsible for ensuring that all work is completed in an environmentally responsible manner.



**TOTAL AREA
 17,109 ACRES**



| Lot No. | Area (Acres) | Notes |
|---------|--------------|-------|
| 1 | 0.1 | |
| 2 | 0.1 | |
| 3 | 0.1 | |
| 4 | 0.1 | |
| 5 | 0.1 | |
| 6 | 0.1 | |
| 7 | 0.1 | |
| 8 | 0.1 | |
| 9 | 0.1 | |
| 10 | 0.1 | |
| 11 | 0.1 | |
| 12 | 0.1 | |
| 13 | 0.1 | |
| 14 | 0.1 | |
| 15 | 0.1 | |
| 16 | 0.1 | |
| 17 | 0.1 | |
| 18 | 0.1 | |
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LEGEND:
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 - LOT 120 009A
 - LOT 120 009B
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112
 Exhibit C

NEW BUSINESS

ITEM #4

Resolution 2024-05: South Water Tank
Construction Contract

**RESOLUTION NUMBER 2024-05
A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HOSCHTON, GEORGIA
AWARDING THE CONSTRUCTION CONTRACT FOR THE
SOUTH WATER STORAGE TANK PROJECT
ARC GRANT NUMBER GA-21051
SAID RESOLUTION ALSO AUTHORIZES
THE MAYOR AND CLERK TO EXECUTE APPROPRIATE
DOCUMENTS FOR IMPLEMENTATION OF THE PROJECT**

WHEREAS, the City of Hoschton, Georgia has planned a project for improvements to its water supply system consisting of a new elevated water storage tank; and

WHEREAS, the City of Hoschton, Georgia has authorized their Engineers to prepare detailed plans and specifications for the project; and

WHEREAS, the City has applied for and received project funding assistance from the Appalachian Regional Commission ; and

WHEREAS, all required rights and permits have been secured for the project; and

WHEREAS, plans and specifications were prepared for the project; and

WHEREAS, said plans were approved by the Georgia Environmental Protection Division; and

WHEREAS, the project was appropriately advertised for bids; and

WHEREAS, bids were duly opened by the City on January 10, 2024; and

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

WHEREAS, an appropriate review of the bids indicates that the most qualified firm and the best bid for the project is that of Phoenix Fabricators and Erectors, LLC of Avon, Indiana for the alternative 750,000 Gallon Tank, in the amount of Three Million, Fifteen Thousand, Nine Hundred Six and 0/100 Dollars (\$3,015,906.00).

NOW THEREFORE be it resolved by the City Council of the City of Hoschton to award the Water Storage Improvement Project to Phoenix Fabricators and Erectors, LLC of Avon, Indiana in the amount of Three Million, Fifteen Thousand, Nine Hundred Six and 0/100 Dollars (\$3,015,906.00).

BE IT FURTHER RESOLVED to authorize the Honorable Debbie Martin, Mayor, and City Manager/Clerk, Jennifer Kidd-Harrison, to execute the construction contracts and other appropriate documents on behalf of the City.

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

By: _____
Debbie Martin, Mayor

By: _____
Jennifer Kidd- Harrison City Manager/ Clerk
(Seal)

January 29, 2024

Honorable Debbie Martin, Mayor
City of Hoschton
City Hall, 61 City Square
Hoschton, Georgia 30548

**Re: Report on Bids Received, City of Hoschton South Water Storage tank, ARC Project
Number GA21051**

Dear Mayor Martin:

Following completion of plans and permitting for the subject project, the City duly advertised construction bids for the required four weeks. The project was posted locally, on the EMI website, and the project was advertised in the Georgia Procurement Registry. Direct invitations for bids were also sent out to licensed Water Tank Contractors.

Bids were officially opened at City Hall on January 10, 2024, at 2:00 PM. The City received two valid bids from qualified contracting firms. The City received bids for a 1 million gallon elevated water storage tank and several alternatives, as shown on the attached certified bid tabulation.

We have reviewed the bids as prepared by the Contractors, and they are qualified, have adequate references and were responsive. Typically, we have received three or less bids for this size tank in Georgia during the past 20 years.

The lowest responsive responsible bidder for the 1 Million gallon tank is that of Phoenix Fabricators and Erectors, LLC of Avon Indiana, in the amount of \$3,841,831.00. Construction costs for every type of water and sewer utility have accelerated rapidly during the past three years.

Evaluation of alternatives is recommended for this water tank project. We have attached several cost comparison documents to this report.

The last project cost estimate for this facility was made on May 17, 2022, with a total project cost indicated of \$3,800,000.00. Considering a \$1 million ARC grant the City's local share was budgeted at \$2,800,000.00

The post bid analysis indicated the total project cost, based on the lowest bid price, would be \$4,225,000.00. This would require an increase in the local share of \$425,000 to \$3,225,000.00.

In the alternative, the City could consider awarding the contract based on a 750,000 gallon water tank. There is some loss of storage, but the City would still have substantial and adequate storage for many decades to come.

The total project cost for this alternative is \$3,349,075, which is \$875,925.00 less than the 1 Million gallon tank.

Honorable Debbie Martin, Mayor
City of Hoschton
Report on Water tank Bids
January 29, 2024
Page Two

The City has numerous other capital improvement projects in the planning stages, and we believe that this alternative will provide adequate water storage for many years and result in substantial savings.

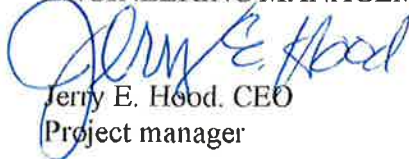
Therefore, we recommend that the City consider awarding the Water Tank Contract to Phoenix Fabricators and Erectors, LLC of Avon Indiana for the Alternative 750,000 gallon tank in the amount of three million, fifteen thousand, nine hundred and six and 00/100 dollars (3,015,906.00).

If this award recommendation is acceptable to the City, please find enclosed a copy of a Notice of Award and a suggested Resolution of Award. If satisfactory to the City, please sign and return the Resolution and Notice of Award to us for inclusion in the Contract Documents. Following that action, the Contractor will be notified, and completion of contract documents may proceed, followed by the scheduling of a preconstruction conference and issuance of a notice to proceed with construction.

We sincerely appreciate our association with the City of Hoschton.

Sincerely,

ENGINEERING MANAGEMENT, INC.



Jerry E. Hood, CEO
Project manager

Enclosures

C: Ms. Jennifer Kidd- Harrison, City Manager jkidd@cityofhoschton.com
Ms. Tiffany Wheeler, Finance Director twheeler@cityofhoschton.com
Mr. Brett Day, Superintendent, Bday@cityofhoschton.com
Ms. Jen Williams, Assistance City Clerk jwilliams@cityofhoschton.com

Z:\PROJECTS\22\22017-Hoschton-southwatertank \Bid Phase\BP4-Eng's Recommendation of Award-Budget Analysis\dmartinaward
recommend 01262024.docx BP4

Elevated Water Storage Improvements
 South Multi-Columned Water Storage Tank
 Post Bid Evaluation 750,000 Tank

| Water Tank and Facilities | Units | QTY | Unit Cost | Total Cost | ARC | Local |
|--|-------|-----|-------------|--------------------|--------------------|--------------------|
| 0.75 MG Elevated Tank 175' to o'flow | LS | 1 | \$2,792,849 | \$2,792,849 | | |
| Site Grading and Fencing | LS | 1 | \$93,610 | \$93,610 | | |
| Telemetry (electrical Panel) | LS | 1 | \$15,000 | \$15,000 | | |
| 12" Diameter Waterline | LF | 171 | \$257 | \$43,947 | | |
| Fire hydrant | EA | 1 | \$11,500 | \$11,500 | | |
| Connect to Existing Waterline | EA | 1 | \$5,000 | \$5,000 | | |
| Erosion Control and NPDES Monitoring | LS | 1 | \$9,500 | \$9,500 | | |
| Tank Logo & Misc. | LS | 1 | \$40,000 | \$40,000 | | |
| Miscellaneous | LS | 1 | \$4,500 | \$4,500 | | |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | \$3,015,906 | \$1,000,000 | \$2,015,906 |
| Project Support Costs: | | | | | | |
| Preliminary Engineering | | | | \$9,000 | | \$9,000 |
| Survey and Design Engineering | | | | \$181,000 | | \$181,000 |
| Water Model Update | | | | \$6,500 | | \$6,500 |
| Permitting -EPD | | | | \$3,000 | | \$3,000 |
| Permitting -LDA | | | | \$3,000 | | \$3,000 |
| Permitting -NPDES | | | | \$3,000 | | \$3,000 |
| Erosion Control Plan | | | | \$2,500 | | \$2,500 |
| Bid Phase Management | | | | \$4,500 | | \$4,500 |
| Construction Observation | | | | \$35,000 | | \$35,000 |
| Land and Acquisiton | | | | | | |
| Legal and Administration | | | | \$10,000 | | \$10,000 |
| Contingencies | | | | \$75,669 | | \$75,669 |
| TOTAL | | | | \$3,349,075 | \$1,000,000 | \$2,349,075 |

Option 1-City of Hoschton
Elevated Water Storage Improvements
South Multi-Columned Water Storage Tank
Probable Cost Estimate

05/17/2022

| Water Tank and Zoning | Units | QTY | Unit Cost | Total Cost | ARC | Local |
|--|-------|-----|-------------|--------------------|--------------------|--------------------|
| 1.0 MG Elevated Tank 175' to o'flow | LS | 1 | \$3,100,000 | \$3,100,000 | | |
| Site Grading and Fencing | LS | 1 | \$30,000 | \$30,000 | | |
| Telemetry | LS | 1 | \$40,000 | \$40,000 | | |
| 12" Diameter Waterline | LF | 100 | \$75 | \$7,500 | | |
| 12" Gate Valve | EA | 3 | \$8,000 | \$24,000 | | |
| Connect to Existing Waterline | EA | 1 | \$6,500 | \$6,500 | | |
| Erosion Control and NPDES Monitoring | LS | 1 | \$3,000 | \$3,000 | | |
| Tank Logo & Lighting | LS | 1 | \$40,000 | \$40,000 | | |
| Grassing | LS | 1 | \$1,000 | \$1,000 | | |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | \$3,252,000 | \$1,000,000 | \$2,252,000 |
| Project Support Costs: | | | | | | |
| Preliminary Engineering | | | | \$9,000 | | \$9,000 |
| Survey and Design Engineering | | | | \$195,000 | | \$195,000 |
| Water Model Update | | | | \$6,500 | | \$6,500 |
| Permitting -EPD | | | | \$3,000 | | \$3,000 |
| Permitting -LDA | | | | \$3,000 | | \$3,000 |
| Permitting -NPDES | | | | \$3,000 | | \$3,000 |
| Erosion Control Plan | | | | \$2,500 | | \$2,500 |
| Bid Phase Management | | | | \$4,500 | | \$4,500 |
| Construction Observation | | | | \$35,000 | | \$35,000 |
| Land and Acquisiton | | | | | | |
| Legal and Administration | | | | \$10,000 | | \$10,000 |
| Contingencies | | | | \$276,500 | | \$276,500 |
| TOTAL | | | | \$3,800,000 | \$1,000,000 | \$2,800,000 |

City of Hoschton
 Elevated Water Storage Improvements
 South Multi-Columned Water Storage Tank
 Post Bid Evaluation

01/12/2024

| Water Tank and Facilities | Units | QTY | Unit Cost | Total Cost | ARC | Local |
|--|-------|-----|-------------|--------------------|--------------------|--------------------|
| 1.0 MG Elevated Tank 175' to o'flow | LS | 1 | \$3,618,774 | \$3,618,774 | | |
| Site Grading and Fencing | LS | 1 | \$93,610 | \$93,610 | | |
| Telemetry (electrical Panel) | LS | 1 | \$15,000 | \$15,000 | | |
| 12" Diameter Waterline | LF | 171 | \$257 | \$43,947 | | |
| Fire hydrant | EA | 1 | \$11,500 | \$11,500 | | |
| Connect to Existing Waterline | EA | 1 | \$5,000 | \$5,000 | | |
| Erosion Control and NPDES Monitoring | LS | 1 | \$9,500 | \$9,500 | | |
| Tank Logo & Misc. | LS | 1 | \$40,000 | \$40,000 | | |
| Miscellaneous | LS | 1 | \$4,500 | \$4,500 | | |
| TOTAL ESTIMATED CONSTRUCTION COST | | | | \$3,841,831 | \$1,000,000 | \$2,841,831 |
| Project Support Costs: | | | | | | |
| Preliminary Engineering | | | | \$9,000 | | \$9,000 |
| Survey and Design Engineering | | | | \$231,000 | | \$231,000 |
| Water Model Update | | | | \$6,500 | | \$6,500 |
| Permitting -EPD | | | | \$3,000 | | \$3,000 |
| Permitting -LDA | | | | \$3,000 | | \$3,000 |
| Permitting -NPDES | | | | \$3,000 | | \$3,000 |
| Erosion Control Plan | | | | \$2,500 | | \$2,500 |
| Bid Phase Management | | | | \$4,500 | | \$4,500 |
| Construction Observation | | | | \$35,000 | | \$35,000 |
| Land and Acquisiton | | | | | | |
| Legal and Administration | | | | \$10,000 | | \$10,000 |
| Contingencies | | | | \$75,669 | | \$75,669 |
| TOTAL | | | | \$4,225,000 | \$1,000,000 | \$3,225,000 |

NOTICE OF AWARD
City of Hoschton
South Elevated Water Storage Tank
ARC Grant No: GA-21051

TO: Phoenix Fabricators and Erectors, LLC
182 South County Road 900 E
Avon Indiana,46123

Project Description

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

Construction of one 750,000 gallon elevated water storage tank, installation of approximately 171 L.F. of 12-inch DIP, 1 fire hydrant assembly, 444 feet of chain link fencing, 12' wide sliding gate, concrete retaining wall, and associated appurtenances.

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of Three Hundred and Sixty (360) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

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

You are hereby notified that your Bid has been accepted for the Contract Price of \$3,015,906.00 for the 750,000 Gallon Elevated Water Storage Tank project which is based on the Unit and Lump Sum Prices shown on the Bid Form (Section 00300).

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

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

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

Dated this ____ day of _____, 2024.

CITY OF HOSCHTON, GEORGIA
OWNER

BY: _____
Debbie Martin, Mayor

ACKNOWLEDGEMENT OF NOTICE

Phoenix Fabricators and Erectors, LLC
CONTRACTOR

BY: _____

DATE: _____

TITLE: _____

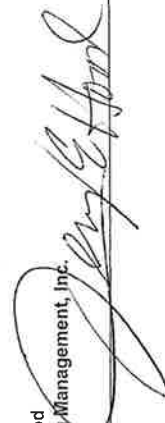
END OF SECTION

**TABULATION OF BIDS FOR
CITY OF HOSCHTON, GEORGIA
ELEVATED WATER STORAGE TANK
01-10-24
ARC GA21051**

| ITEM NO. | DESCRIPTION | UNIT | Est. No. of Units | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM |
|--------------------------------------|---|------|-------------------|------------------------|-----------------------|----------------|-----------------------|
| 025.00 | Video Taping the Project Site (USB or DVD Format) | LS | 1 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| 227.00 | Rock Removal Base Cost | CY | 100 | \$40.00 | \$4,000.00 | \$40.00 | \$4,000.00 |
| 270.00 | Erosion Control | | | | | | |
| 270.1 | Erosion Control-Complete per sheet EC1 | LS | 1 | \$9,400.00 | \$9,400.00 | \$9,500.00 | \$9,500.00 |
| 575.00 | Restoring Pavements, Curbs, Sidewalks, and Storm Drainage Structures | | | | | | |
| 575.01 | 12' Gravel Access Drive and Gravel Area on sheet TS-2 of the Plans | SY | 1,566 | \$12.00 | \$18,792.00 | \$13.00 | \$20,358.00 |
| 575.02 | Curb Cut - Concrete Valley Gutter | LS | 1 | \$2,500.00 | \$2,500.00 | \$12,500.00 | \$12,500.00 |
| 645.00 | Fire Hydrant Assemblies | | | | | | |
| 645.01 | Fire Hydrant Assemblies - Complete | EA | 1 | \$9,500.00 | \$9,500.00 | \$11,500.00 | \$11,500.00 |
| 660.00 | Water distribution Systems | | | | | | |
| 660.01 | 12" Dia. Class 350 Ductile Iron Pipe, Includes Fittings, Restraints, etc. | LF | 171 | \$250.00 | \$42,750.00 | \$257.00 | \$43,947.00 |
| 660.02 | Connect to existing 12" Dia. Waterline | LS | 1 | \$5,000.00 | \$5,000.00 | \$3,500.00 | \$3,500.00 |
| 830.00 | Fencing | | | | | | |
| 830.01 | 8' High Chain Link Fence | LF | 444 | \$22.00 | \$9,768.00 | \$58.00 | \$25,752.00 |
| 660.02 | 12' Wide Sliding Gate | LS | 1 | \$2,600.00 | \$2,600.00 | \$1,500.00 | \$1,500.00 |
| 300.00 | Concrete Retaining Wall | LS | 1 | \$25,000.00 | \$25,000.00 | \$75,000.00 | \$75,000.00 |
| 210.00 | Elevated Water Storage Tank | | | | | | |
| 210.01 | 1,000,000 Gallon Elevated Water Storage (LEG) Tank - Complete with all site work, grading, retaining wall, piping, painting, etc. | LS | 1 | \$3,790,490.00 | \$3,790,490.00 | \$3,618,774.00 | \$3,618,774.00 |
| 400.00 | Electrical | | | | | | |
| 400.01 | Electrical Panel | LS | 1 | \$21,000.00 | \$21,000.00 | \$15,000.00 | \$15,000.00 |
| | | | | TOTAL BASE BID: | \$3,941,300.00 | | \$3,841,831.00 |
| MANDATORY ALTERNATE BID ITEMS | | | | | | | |
| ITEM NO. | DESCRIPTION | UNIT | Est. No. of Units | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM |
| 3210.01A | 750,000 Gallon Elevated Water Storage (LEG Tank) Complete with all site work, grading pipe, painting, etc. | LS | 1 | \$3,232,390.00 | \$3,232,390.00 | \$2,792,849.00 | \$2,792,849.00 |
| 3210.01B | 600,000 Gallon Pedesphere (PED) Water Storage Tank - Complete with all site work, grading pipe, painting, etc. | LS | 1 | \$3,156,790.00 | \$3,156,790.00 | \$2,881,269.00 | \$2,881,269.00 |
| 3210.01C | 500,000 Gallon Fluted (FLC) Water Storage Tank - Complete with all site work, grading pipe, painting, etc. | LS | 1 | \$3,848,890.00 | \$3,848,890.00 | \$0.00 | \$0.00 |

I hereby certify this to be a true and accurate tabulation of bids received by Hoschton, Ga. For the Elevated Water Storage Tank on January 10, 2024

Harry E. Hood
Engineering Management, Inc.



NEW BUSINESS

ITEM #5

Resolution 2024-06: Phase 1B Water
Distribution System Improvements Contract

RESOLUTION NUMBER 2024-06
A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF HOSCHTON, GEORGIA
AWARDING THE CONSTRUCTION CONTRACT FOR THE
WATER DISTRIBUTION SYSTEM IMPROVEMENTS, PHASE IB
SAID RESOLUTION ALSO AUTHORIZES
THE MAYOR AND CLERK TO EXECUTE APPROPRIATE
DOCUMENTS FOR IMPLEMENTATION OF THE PROJECT

WHEREAS, the City of Hoschton, Georgia has planned a project for improvements to its water distribution system, consisting of new 12” water mains and appurtenances, and

WHEREAS, the City of Hoschton, Georgia has authorized their Engineers to prepare detailed plans and specifications for the project; and

WHEREAS, all required rights and permits have been secured for the project; and

WHEREAS, plans and specifications were prepared for the project; and

WHEREAS, said plans were approved by all appropriate agencies; and

WHEREAS, the project was appropriately advertised for bids; and

WHEREAS, bids were duly opened by the City on January 17, 2024; and

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

WHEREAS, an appropriate review of the bids indicate that the most qualified firm and the best bid for the project is that of Griffin Bros., Inc. of Maysville, Georgia in the amount of nine hundred forty-eight thousand, four hundred thirty-one and 84/100 Dollars (\$948,431.84).

NOW THEREFORE be it resolved by the City Council of the City of Hoschton to award the Water Distribution System Improvements, Phase IB to Griffin Bros., Inc. of Maysville, Georgia in the amount of nine hundred forty-eight thousand, four hundred thirty-one and 84/100 Dollars (\$948,431.84).

BE IT FURTHER RESOLVED to authorize the Honorable Debbie Martin, Mayor, and City Manager/Clerk, Jennifer Kidd-Harrison to execute the construction contracts and other appropriate documents on behalf of the City.

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

By: _____
Ms. Debbie Martin, Mayor

By: _____
Ms. Jennifer Kidd- Harrison City Clerk

(Seal)

January 29, 2024

Honorable Debbie Martin, Mayor
City of Hoschton
City Hall, 61 City Square
Hoschton, Georgia 30548

**Re: Report on Bids Received, City of Hoschton Water Distribution System Improvements
Phase 1B, EMI Project Number 18-054**

Dear Mayor Martin:

Following completion of plans and permitting for the subject project, the City duly advertised for construction bids for the required four weeks. The project was posted locally, on EMI's website, and was advertised in the Georgia Procurement Registry. Direct invitations to bids were sent out to licensed utility Contractors.

Bids were duly opened at City Hall on January 17, 2024, at 2:00 PM. The City received seven valid bids from qualified contracting firms, as indicated in the enclosed bid tabulation.

The bids are well within the budgeted funds, as we understand.

We have reviewed the bids as prepared by the Contractors, and they are qualified, have adequate references and were responsive.

The lowest responsive responsible bidder is that of Griffin Bros., Inc. of Maysville, Georgia with a low bid price of \$948,431.84.

The City and EMI have worked with Griffin Bros., Inc. on past projects, and they have provided quality and professional work. We have reviewed their qualifications and references and all have been favorable.

Based on the detailed review of the bids and contractor qualifications, we see no reason not to award the contract to Griffin Bros., Inc. in the amount of \$948,431.84.

If this award recommendation is acceptable to the City, please find enclosed a copy of a Notice of Award and a suggested Resolution of Award. If satisfactory to the City, please sign and return the Resolution and Notice of Award to us for inclusion in the Contract Documents. Following that action, the Contractor will be notified, and completion of contract documents may proceed, followed by the scheduling of a preconstruction conference and issuance of a notice to proceed with construction.

Honorable Debbie Martin, Mayor
January 29, 2024
Page 2 of 2

Please feel free to contact us at any time should you have questions. We truly appreciate our association with the City of Hoschton.

Sincerely,

ENGINEERING MANAGEMENT, INC.



Greg Bennett, P.E.
gbennett@eminc.biz

Enclosures

cc: Ms. Jennifer Kidd-Harrison, City Manager
Ms. Tiffany Wheeler, Finance Director
Ms. Jen Williams, Assistant City Clerk
Mr. Brett Day, Public Utilities Director
Mr. Jerry Hood, EMI

Z:\PROJECTS\18\18054-Hoschton-Hwy 53 Water Tank Water Lines\Bid Phase\BP4-Engr's Recommendation of Award-Budget Analysis\DMartin award recommendation Water Sys Imp Ph 1B 01-29-24.docx BP4

NOTICE OF AWARD
City of Hoschton
Water Distribution System Phase 1B

TO: Griffin Brothers, Inc.
103 Griffin Drive
Maysville, GA 30558
(706) 677-3549

Project Description

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

Installation of approximately 3,765 LF of 12-inch waterline, 145 LF of jack and bores, abandonment of existing waterlines, reconnection to existing waterlines, meter reconnections, fire hydrants, valves and associated appurtenances.

CONTRACTOR agrees to commence work on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete all work associated with this project in a total construction time of One Hundred and Eighty (180) consecutive calendar days from the date of the "Notice to Proceed" from the OWNER.

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

You are hereby notified that your Bid has been accepted for the Contract Price of \$948,431.84 for Water Distribution System Improvements Phase 1B project which is based on the Unit Prices shown on the Bid Form (Section 00300).

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

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

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

Dated this ___ day of _____, 2024.

CITY OF HOSCHTON, GEORGIA

OWNER

BY: _____

Debbie Martin, Mayor

ACKNOWLEDGEMENT OF NOTICE

Griffin Bros., Inc.
CONTRACTOR

BY: _____

DATE: _____

TITLE: _____

END OF SECTION

Water Distribution Systems Improvements Phase 1B
for the City of Hoschton, Georgia
Bid Tabulation
January 17, 2024

| ITEM | UNIT | ESL. No. | DESCRIPTION | Griffin Bros., Inc. 103 Griffin Drive Maysville, GA 30558 706-677-3849 | | Civil Construction & Utilities LLC 3620 Jackson Trail Road Jefferson, GA 30549 770-560-9026 | | Dale Construction Company P.O. Box 314/960 Unity Church Road Maysville, GA 30558 706-215-4380 | | Dirt Work Grading and Construction, Inc. 1351 Indian Woods Dr. Greensboro, GA 30642 678-863-8888 | | F.S. SCARBROUGH, LLC P.O. Box 2613 Peachtree City, GA 30269 770-486-1905 | | Anderson, Grading and Pipeline 221 Midland Ave. Monroe, GA 30655 770-395-1018 | | Cleary Construction 2006 Edmonson Road Tompkinsville, KY 42167 270-487-1784 | |
|----------|------|----------|--|---|----------------|--|----------------|--|----------------|---|----------------|---|----------------|--|----------------|--|----------------|
| | | | | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM |
| 00001.00 | LS | 1 | ALLOWANCE FOR UNFORESEEN ISSUES TO BE USED AT THE DISCRETION OF THE OWNER | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | \$60,000.00 | |
| 00002.00 | LS | 1 | MOBILIZATION AND SETUP - THE TOTAL OF MOBILIZATION & DE-MOBILIZATION SHALL NOT EXCEED 3% OF THE TOTAL BID PRICE. | \$25,404.42 | \$25,404.42 | \$15,000.00 | \$15,000.00 | \$5,000.00 | \$5,000.00 | \$8,500.00 | \$8,500.00 | \$31,036.97 | \$31,036.97 | \$7,500.00 | \$7,500.00 | \$45,000.00 | |
| 00003.00 | LS | 1 | DE-MOBILIZATION - THE TOTAL OF MOBILIZATION & DE-MOBILIZATION SHALL NOT EXCEED 3% OF THE TOTAL BID PRICE. | \$25,404.42 | \$25,404.42 | \$15,000.00 | \$15,000.00 | \$20,000.00 | \$20,000.00 | \$8,500.00 | \$8,500.00 | \$4,608.05 | \$4,608.05 | \$7,500.00 | \$7,500.00 | \$13,880.00 | |
| 00320.00 | LS | 1 | PERFORMANCE BOND - THE TOTAL OF BONDS AND INSURANCE SHALL NOT EXCEED 2% OF THE TOTAL BID PRICE. | \$16,936.28 | \$16,936.28 | \$16,000.00 | \$16,000.00 | \$5,000.00 | \$5,000.00 | \$7,500.00 | \$7,500.00 | \$13,314.97 | \$13,314.97 | \$9,317.00 | \$9,317.00 | \$5,000.00 | |
| 00530.00 | LS | 1 | LABOR & MATERIAL PAYMENT BOND - THE TOTAL OF BONDS AND INSURANCE SHALL NOT EXCEED 2% OF THE TOTAL BID PRICE. | \$16,936.28 | \$16,936.28 | \$16,000.00 | \$16,000.00 | \$5,000.00 | \$5,000.00 | \$7,500.00 | \$7,500.00 | \$13,314.97 | \$13,314.97 | \$9,317.00 | \$9,317.00 | \$5,000.00 | |
| 00700.00 | LS | 1 | INSURANCE - THE TOTAL OF BONDS AND INSURANCE SHALL NOT EXCEED 2% OF THE TOTAL BID PRICE. | \$16,936.28 | \$16,936.28 | \$14,000.00 | \$14,000.00 | \$5,000.00 | \$5,000.00 | \$3,500.00 | \$3,500.00 | \$13,127.14 | \$13,127.14 | \$17,778.00 | \$17,778.00 | \$5,000.00 | |
| 01025.00 | LS | 1 | VIDEO TAPING OF THE PIPELINE ROUTES AND ABANDONMENT AREAS | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | |
| 02227.00 | CY | 150 | ROCK REMOVAL - TRENCH ROCK | \$70.00 | \$10,500.00 | \$70.00 | \$10,500.00 | \$70.00 | \$10,500.00 | \$70.00 | \$10,500.00 | \$70.00 | \$10,500.00 | \$70.00 | \$10,500.00 | \$70.00 | |
| 02270.00 | LF | 2,100 | EROSION CONTROL | \$4.00 | \$8,400.00 | \$4.00 | \$8,400.00 | \$4.00 | \$8,400.00 | \$3.50 | \$7,350.00 | \$3.19 | \$6,699.00 | \$2.00 | \$4,200.00 | \$2.00 | |
| 02270.01 | EA | 5 | SILT FENCE - TYPE A | \$245.00 | \$1,225.00 | \$150.00 | \$750.00 | \$150.00 | \$750.00 | \$125.00 | \$625.00 | \$365.60 | \$1,828.00 | \$306.00 | \$1,530.00 | \$320.00 | |
| 02270.02 | EA | 5 | HAYBALE CHECKDAMS | \$150.00 | \$750.00 | \$150.00 | \$750.00 | \$150.00 | \$750.00 | \$125.00 | \$625.00 | \$365.60 | \$1,828.00 | \$306.00 | \$1,530.00 | \$320.00 | |
| 02300.00 | LF | 145 | BORING AND JACKING | \$559.65 | \$81,149.25 | \$75.00 | \$6,375.00 | \$60.00 | \$7,200.00 | \$650.00 | \$94,250.00 | \$1,271.40 | \$177,105.00 | \$668.00 | \$96,860.00 | \$1,240.00 | |
| 02300.01 | LF | 145 | 12" DIA RESTRAINED JOINT DR18 C900 PVC CARRIER PIPE, SPACERS, END SEALS, ETC. | \$55.00 | \$7,975.00 | \$55.00 | \$7,975.00 | \$55.00 | \$7,975.00 | \$55.00 | \$7,975.00 | \$55.00 | \$7,975.00 | \$55.00 | \$7,975.00 | \$55.00 | |
| 02300.02 | LF | 50 | 24" DIA STEEL CASING AND JACKING THROUGH ROCK - COMPLETE WITH ADD ON CHARGE - BORING AND JACKING THROUGH ROCK - COMPLETE WITH CARRIER PIPE, SPACERS, END SEALS, ETC. | \$100.00 | \$5,000.00 | \$100.00 | \$5,000.00 | \$100.00 | \$5,000.00 | \$100.00 | \$5,000.00 | \$100.00 | \$5,000.00 | \$100.00 | \$5,000.00 | \$100.00 | |
| 02300.03 | LF | 40 | 12" FREEBORE - COMPLETE INCLUDING 12" DR18 C900 PVC ETC. | \$151.20 | \$6,048.00 | \$75.00 | \$3,000.00 | \$145.00 | \$5,800.00 | \$350.00 | \$14,000.00 | \$325.07 | \$13,002.80 | \$234.00 | \$9,360.00 | \$510.00 | |
| 02300.04 | LF | 40 | 2" FREEBORE - COMPLETE INCLUDING 2" C901 SDR9 PE etc. | \$32.78 | \$1,311.20 | \$55.00 | \$2,200.00 | \$60.00 | \$2,400.00 | \$150.00 | \$6,000.00 | \$132.94 | \$5,317.60 | \$97.00 | \$3,880.00 | \$170.00 | |
| 02575.01 | LF | 38 | GRAVEL DRIVE REPAIR | \$48.50 | \$1,843.00 | \$25.00 | \$950.00 | \$20.00 | \$760.00 | \$35.00 | \$1,330.00 | \$156.47 | \$5,945.86 | \$16.00 | \$608.00 | \$20.00 | |
| 02575.02 | LF | 1072 | ASPHALT PAVEMENT CUT AND REPAIR | \$86.15 | \$92,352.80 | \$125.00 | \$134,000.00 | \$65.00 | \$69,680.00 | \$160.00 | \$171,520.00 | \$101.47 | \$108,775.84 | \$162.00 | \$173,664.00 | \$115.00 | |
| 02575.03 | LF | 70 | CONCRETE PAVEMENT CUT AND REPAIR | \$77.15 | \$5,400.50 | \$90.00 | \$6,300.00 | \$60.00 | \$4,200.00 | \$250.00 | \$17,500.00 | \$173.12 | \$12,118.40 | \$92.00 | \$6,440.00 | \$50.00 | |
| 02575.04 | LF | 20 | Speed Hump Cut & Repair - Height to Match Existing | \$112.15 | \$2,243.00 | \$75.00 | \$1,500.00 | \$250.00 | \$5,000.00 | \$250.00 | \$5,000.00 | \$44.45 | \$889.00 | \$667.00 | \$13,340.00 | \$45.00 | |
| 02645.00 | EA | 2 | FIRE HYDRANTS | \$6,308.34 | \$12,616.68 | \$6,750.00 | \$13,500.00 | \$7,250.00 | \$14,500.00 | \$7,800.00 | \$15,600.00 | \$9,744.16 | \$19,488.32 | \$9,486.00 | \$18,972.00 | \$11,000.00 | |
| 02645.01 | EA | 2 | REMOVE EXISTING HYDRANT AND DELIVER TO CITY | \$1,200.00 | \$2,400.00 | \$375.00 | \$750.00 | \$1,500.00 | \$3,000.00 | \$1,500.00 | \$3,000.00 | \$2,692.96 | \$5,385.92 | \$1,254.00 | \$2,508.00 | \$2,000.00 | |
| 02645.02 | EA | 1 | STATION 39+50; RELOCATE EX. FIRE HYDRANT TO NEW 6" TAPPING SLEEVE AND VALVE. INSTALL M.J. PLUG ON EXISTING VALVE. | \$8,751.26 | \$8,751.26 | \$2,950.00 | \$2,950.00 | \$1,500.00 | \$1,500.00 | \$6,950.00 | \$6,950.00 | \$3,449.30 | \$3,449.30 | \$2,737.00 | \$2,737.00 | \$10,000.00 | |
| 02660.00 | EA | 1 | WATER DISTRIBUTION SYSTEM | \$107.08 | \$107.08 | \$103.50 | \$103.50 | \$152.00 | \$152.00 | \$170.00 | \$170.00 | \$150.64 | \$150.64 | \$210.00 | \$210.00 | \$220.00 | |
| 02660.01 | LF | 3,764 | 12" DIA DR 18 C900 PVC WATERLINE | \$2,836.76 | \$10,654.88 | \$2,836.76 | \$10,654.88 | \$2,836.76 | \$10,654.88 | \$2,836.76 | \$10,654.88 | \$2,836.76 | \$10,654.88 | \$2,836.76 | \$10,654.88 | \$2,836.76 | |
| 02660.02 | LF | 190 | 2" DIA C901 SDR9 PE WATERLINE | \$14.93 | \$2,836.76 | \$55.00 | \$10,450.00 | \$22.75 | \$4,322.50 | \$75.00 | \$14,250.00 | \$38.61 | \$7,335.90 | \$56.00 | \$10,640.00 | \$65.00 | |
| 02660.03 | EA | 8 | 12" GATE VALVES - COMPLETE INCLUDING VALVE BOX, CONCRETE PAD, MARKER, ETC. | \$4,558.07 | \$36,464.56 | \$4,750.00 | \$38,000.00 | \$5,272.00 | \$42,176.00 | \$5,200.00 | \$41,600.00 | \$7,703.22 | \$61,625.76 | \$5,739.00 | \$45,904.00 | \$6,000.00 | |
| 02660.04 | EA | 1 | 6" GATE VALVE - INSTALLED VIA CUT-IN ON EXISTING 6" WATERLINE - COMPLETE INCLUDING VALVE BOX, CONCRETE PAD, MARKER, ETC. | \$2,428.52 | \$2,428.52 | \$2,100.00 | \$2,100.00 | \$9,000.00 | \$9,000.00 | \$5,500.00 | \$5,500.00 | \$3,167.63 | \$3,167.63 | \$11,881.00 | \$11,881.00 | \$10,000.00 | |
| 02660.05 | EA | 2 | EXISTING VALVE BOX ABANDONMENT, INCLUDING REMOVAL OF EXISTING VALVE BOX AND BACKFILLING WITH CONCRETE | \$300.00 | \$600.00 | \$105.00 | \$210.00 | \$250.00 | \$500.00 | \$225.00 | \$450.00 | \$280.12 | \$560.24 | \$1,093.00 | \$2,186.00 | \$1,750.00 | |

**Water Distribution Systems Improvements Phase 1B
for the City of Hoschton, Georgia
Bid Tabulation
January 17, 2024**

| ITEM | DESCRIPTION | UNIT | Est. No. UNITS | Griffin Bros., Inc. | | Civil Construction & Utilities LLC | | Dale Construction Company | | Dirt Work Grading and Construction, Inc. | | F.S. SCARBROUGH, LLC | | Anderson Grading and Pipeline | | Cleary Construction | | |
|------------------------|--|------|----------------|---------------------|---------------------|------------------------------------|---------------------|---------------------------|-----------------------|--|-----------------------|----------------------|-----------------------|-------------------------------|-----------------------|---------------------|-----------------------|-------------|
| | | | | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE | TOTAL FOR ITEM | UNIT PRICE |
| 02600.06 | STATION 5+18: CONNECT TO EXISTING 6" WATERLINE WITH 8" TAPPING SLEEVE AND VALVE AND ±5 L.F. OF 6" C900 DR18 PVC WATERLINE | EA | 1 | \$6,649.55 | \$6,649.55 | \$10,000.00 | \$10,000.00 | \$5,300.00 | \$5,300.00 | \$7,200.00 | \$7,200.00 | \$10,654.28 | \$10,654.28 | \$10,365.00 | \$10,365.00 | \$10,365.00 | \$10,365.00 | |
| 02600.07 | STATION 9+43: CONNECT TO EXISTING 6" WATERLINE WITH 6" TAPPING SLEEVE AND VALVE AND ±22 L.F. OF 6" C900 DR18 PVC WATERLINE STATION 12+95: CONNECT TO EXISTING 6" WATERLINE VIA CUT IN WITH A 90DEG FITTING, 6" DIA GATE VALVE, AND ±16 L.F. OF 6" C900 DR18 PVC WATERLINE | EA | 1 | \$7,549.56 | \$7,549.56 | \$10,000.00 | \$10,000.00 | \$5,300.00 | \$5,300.00 | \$7,200.00 | \$7,200.00 | \$10,872.95 | \$10,872.95 | \$12,558.00 | \$12,558.00 | \$12,558.00 | \$12,558.00 | |
| 02600.08 | STATION 14+71: CONNECT TO EXISTING 8" WATERLINE WITH 8" TAPPING SLEEVE AND VALVE AND ±22 L.F. OF 8" C900 DR18 PVC WATERLINE | EA | 1 | \$9,256.53 | \$9,256.53 | \$12,750.00 | \$12,750.00 | \$6,700.00 | \$6,700.00 | \$9,500.00 | \$9,500.00 | \$13,376.56 | \$13,376.56 | \$14,843.00 | \$14,843.00 | \$14,843.00 | \$14,843.00 | |
| 02600.10 | STATION 26+76: CONNECT TO EXISTING 8" WATERLINE WITH 8" TAPPING SLEEVE AND VALVE AND ±20 L.F. OF 8" C900 DR18 PVC WATERLINE | EA | 1 | \$9,256.53 | \$9,256.53 | \$11,250.00 | \$11,250.00 | \$5,700.00 | \$5,700.00 | \$9,500.00 | \$9,500.00 | \$12,808.54 | \$12,808.54 | \$11,923.00 | \$11,923.00 | \$11,923.00 | \$11,923.00 | |
| 02600.11 | STATION 30+50: INSTALL 12" X6" TAPPING SLEEVE AND VALVE ON EXISTING 12" WATERLINE FOR HYDRANT RELOCATION | EA | 1 | \$9,808.72 | \$9,808.72 | \$9,000.00 | \$9,000.00 | \$5,790.00 | \$5,790.00 | \$7,200.00 | \$7,200.00 | \$15,083.92 | \$15,083.92 | \$6,996.00 | \$6,996.00 | \$6,996.00 | \$6,996.00 | |
| 02600.12 | INSTALL AIR/VACUUM VALVE ON WATERLINE AT HIGHEST POINT IN LINE | EA | 2 | \$11,110.29 | \$22,220.58 | \$9,000.00 | \$18,000.00 | \$6,000.00 | \$12,000.00 | \$8,500.00 | \$17,000.00 | \$4,117.96 | \$8,235.92 | \$9,479.00 | \$18,958.00 | \$18,958.00 | \$18,958.00 | \$18,958.00 |
| 02600.13 | 12" RESTRAINED JOINTS (BY FIELD ORDER ONLY) | EA | 20 | \$347.95 | \$6,959.00 | \$350.00 | \$7,000.00 | \$4,000.00 | \$8,000.00 | \$375.00 | \$7,500.00 | \$91.65 | \$1,833.00 | \$524.00 | \$10,480.00 | \$525.00 | \$10,500.00 | |
| 02600.14 | WATERLINE ABANDONMENT, CUT AND PLUG 6" WATERLINE | EA | 1 | \$2,750.00 | \$2,750.00 | \$7,500.00 | \$7,500.00 | \$4,000.00 | \$4,000.00 | \$5,500.00 | \$5,500.00 | \$1,705.50 | \$1,705.50 | \$7,411.00 | \$7,411.00 | \$4,600.00 | \$4,600.00 | |
| 02600.15 | WATERLINE ABANDONMENT, CUT AND PLUG 8" WATERLINE | EA | 1 | \$2,800.00 | \$2,800.00 | \$7,500.00 | \$7,500.00 | \$4,000.00 | \$4,000.00 | \$5,500.00 | \$5,500.00 | \$1,705.50 | \$1,705.50 | \$7,642.00 | \$7,642.00 | \$4,600.00 | \$4,600.00 | |
| 02665.00 | WATER SERVICE CONNECTIONS | | | | | | | | | | | | | | | | | |
| 02665.01 | SHORT SIDE SERVICE RECONNECTIONS - 3/4" | EA | 1 | \$1,462.00 | \$1,462.00 | \$1,750.00 | \$1,750.00 | \$1,200.00 | \$1,200.00 | \$950.00 | \$950.00 | \$1,633.08 | \$1,633.08 | \$1,951.00 | \$1,951.00 | \$3,000.00 | \$3,000.00 | |
| 02665.02 | SHORT SIDE SERVICE RECONNECTION AND RELOCATION - 3/4" | EA | 1 | \$1,962.00 | \$1,962.00 | \$2,250.00 | \$2,250.00 | \$2,500.00 | \$2,500.00 | \$1,800.00 | \$1,800.00 | \$1,633.08 | \$1,633.08 | \$1,951.00 | \$1,951.00 | \$3,000.00 | \$3,000.00 | |
| 02631.00 | MULCH WITH PERMANENT GRASSING | LF | 2600 | \$3.40 | \$8,840.00 | \$7.00 | \$18,200.00 | \$3.00 | \$7,800.00 | \$3.00 | \$7,800.00 | \$0.78 | \$2,028.00 | \$6.00 | \$15,600.00 | \$17.00 | \$44,200.00 | |
| TOTAL BASE BID: | | | | | \$948,431.84 | | \$974,459.00 | | \$1,035,416.50 | | \$1,270,155.00 | | \$1,275,408.47 | | \$1,539,053.00 | | \$1,550,000.00 | |

I hereby certify this to be a true and accurate tabulation of bids received by the City of Hoschton on January 17, 2024 at 2:00 PM.

Greg Bennett, PE
Engineering Management, Inc.



NEW BUSINESS

ITEM #6

Resolution 2024-07: Update to Bank
Account Signers

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2024-07

A RESOLUTION AUTHORIZING SIGNERS ON CITY BANK ACCOUNTS

WHEREAS, the City of Hoschton recognizes the need to have multiple officials who are authorized to sign checks and other bank documents in the regular course of business; and

WHEREAS, the City of Hoschton desires to update the authorized signers on all city-owned bank accounts.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Hoschton hereby authorizes Mayor Debbie Martin, Mayor Pro Tem David Brown, and City Manager Jennifer Harrison to act as signers on all city-owned bank accounts.

SO RESOLVED this 20th day of February, 2024.

Debbie Martin, Mayor

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

ATTEST:

City Clerk

NEW BUSINESS

ITEM #7

Resolution 2024-08: Right-of-Way
Dedication along Peachtree Rd.
from KH Twin Lakes, LLC



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

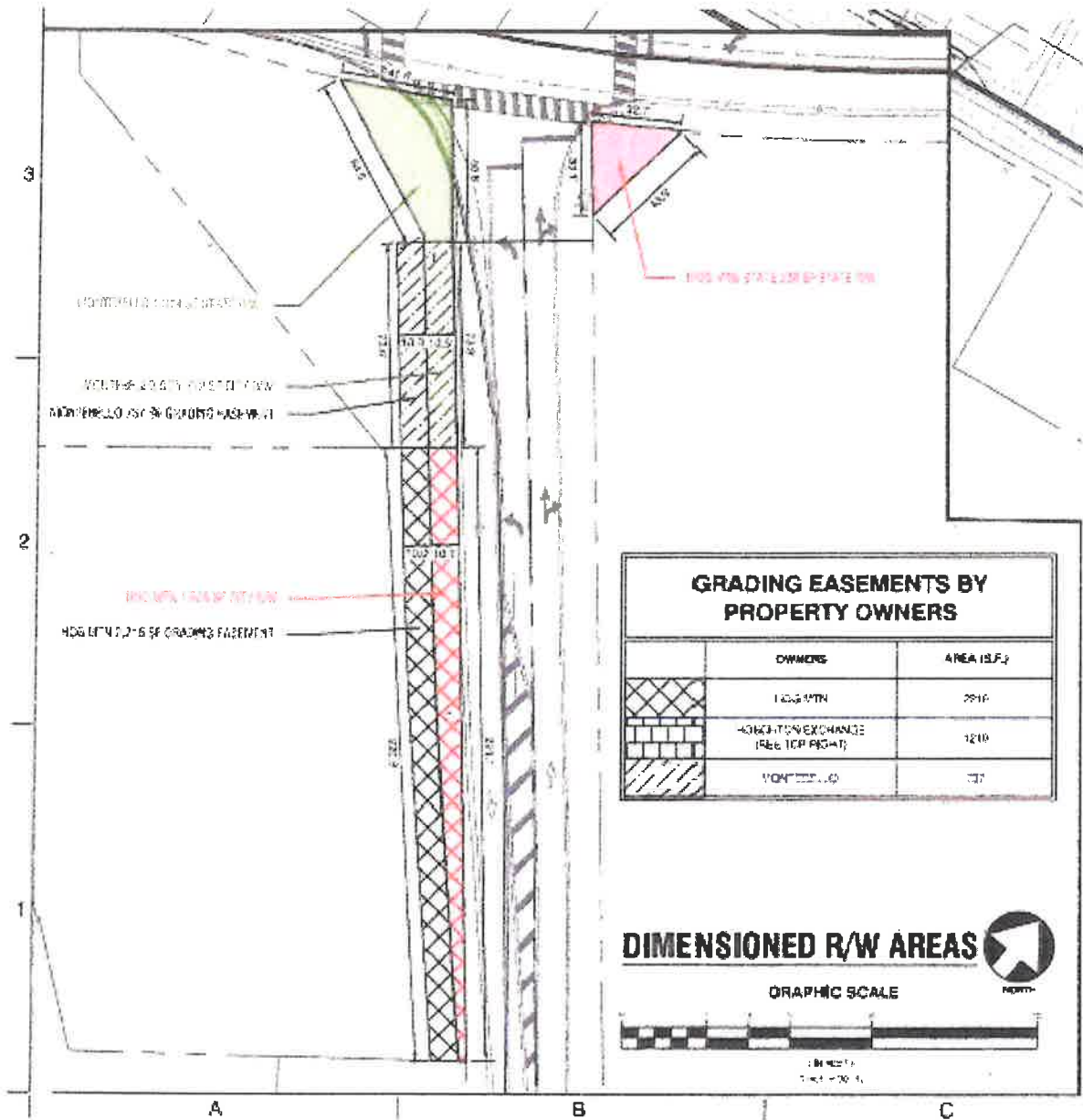
DATE: February 2, 2024

RE: February 8, 2024 City Council Work Session Agenda Items: Resolutions 24-08, 24-09, 24-10 and 24-11 (Acceptance of Additional Right of Way along Peachtree Road)

There is a deceleration lane constructed on Peachtree Road at the entrance of Gateway Crossing Parkway, which leads to the new Publix site (under construction). This is also the location where there is a multi-use path crossing of Peachtree Road. Additional right of way is needed for the deceleration lane and for the crossing area. Two resolutions have been prepared, Resolution 24-08 and 24-09, that would if approved formally accept these proposed additional right of way dedications. Upon approval by council, the proposed right of way deeds will be authorized to be recorded.

In addition to the two right of way dedications proposed in Resolution 24-08 and Resolution 24-09 (prepared and part of the agenda package), there are additional right of way dedications proposed on the west side of Peachtree Road between Alma Farms subdivision and SR 53 (see attached graphic). Southeastern, the group working on the Kroger property assemblage, is in the process of dedicating additional right of way to the Georgia Department of Transportation and is required to provide additional right of way to the city to accomplish the intersection improvement proposed at State Route 53, Peachtree Road, and the proposed Peachtree Road Extension. There are two resolutions proposed (24-10 and 24-11) because there are two different property owners (Hog Mountain Properties and DCH Montebello LLC) along the road segment, from which right of way is needed. Southeastern has arranged for these property owners to agree to dedicate the additional right of way at no cost to the city.

Staff recommends approval of these resolutions. The city attorney will have final review authority over the form and content of the deeds of dedication. The property descriptions are in for the dedications on the west side of Peachtree Road are in the process of being prepared by the land surveyor for Southeastern. Staff considered it appropriate to request these other right of way dedications be added to the February 8th agenda, because there were already other dedication resolutions on the agenda and because Southeastern desires that the acceptance of the right of ways by the city be expedited.



Right of Way Dedication Exhibit for R-24-10 and R-24-11)

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2024-08

**A RESOLUTION ACCEPTING FROM KH TWIN LAKES, LLC, THE DEDICATION OF 0.027 ACRE OF
RIGHT OF WAY ALONG THE SOUTH SIDE OF PEACHTREE ROAD**

WHEREAS, KH Twin Lakes, LLC is the owner of property on the south side of Peachtree Road; and

WHEREAS, the owner desires to dedicate 0.027 acre of land to the City of Hoschton for additional right of way for Peachtree Road; and

WHEREAS, the owner has prepared and submitted a right of way deed for purposes of conveying the land to the city;

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

Section 1.

The right of way, described by metes and bounds in Exhibit A of this resolution, is hereby accepted.

Section 2.

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

SO RESOLVED this 20th day of February, 2024.

Debbie Martin, Mayor

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description: KH Twin Lakes, LLC – Right-of-Way Dedication

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

Beginning at the intersection of the southeastern right-of-way of Peachtree Road, a.k.a. Hog Mountain Road (R/W varies) and the southwestern right-of-way of State Route 53 (100' R/W); thence along the Right-of-Way of said Peachtree Road the following courses and distances: South 38°59'33" West, a distance of 484.94 feet to a point; thence 383.49 feet along the arc of a curve to the right having a radius of 5217.39 feet and a chord bearing and distance of South 39°14'57" West 383.40 feet to the True Point of Beginning; thence leaving said right-of-way and along the property now or formerly belonging to Hog Mountain Properties, LLC North 81°54'11" East, a distance of 31.84 feet to a point; thence into the property now or formerly belonging to KH Twin Lakes LLC South 39°49'27" West, a distance of 21.46 feet to a point; thence South 54°53'39" West, a distance of 94.09 feet to a point on the southeastern right-of-way of said Peachtree Road; thence 88.74 feet along the arc of a curve to the left having a radius of 5217.39 feet and a chord bearing and distance of North 41°50'32" East 88.74 feet to the True Point of Beginning.

Said tract contains 0.027 acre or 1,172 square feet.

Prepared by:

Walker, Ball & Dimo, LLC
Carla J. Walker, Esq.
340 Jesse Jewell Parkway, Suite 650
Gainesville, GA 30501
carla@wbdlawfirm.com

**STATE OF GEORGIA,
COUNTY OF JACKSON**

RIGHT-OF-WAY DEED

THIS CONVEYANCE is made and executed the ____ day of January, 2024.

WITNESSETH that KH Twin Lakes, LLC, the undersigned (hereinafter referred to as “Grantor”), is the owner of a tract of land in JACKSON COUNTY, GEORGIA, on Peachtree Road, and is hereby granting to the CITY OF HOSCHTON, additional right-of-way for said Peachtree Road.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said roadway, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby sell, remise, release and forever quitclaim to said CITY OF HOSCHTON, and their successors in office, additional right-of-way for said roadway, being more particularly described as follows:

ALL THAT TRACT or parcel of land lying and being in GMD 1407, City of Hoschton, Jackson County, Georgia, and being more particularly described on Exhibit “A” attached hereto and made a part hereof by this reference.

Said right-of-way is hereby conveyed, containing 0.027 acres, more or less, is shown as the “cross-hatched” area on the Overall Site Plan for Gateway Crossing Hoschton, LLC dated February 7, 2023, prepared BDG a Foresite Group Company, said site plan being attached hereto as Exhibit “B” and made a part hereof by this reference.

TO HAVE AND TO HOLD the said conveyed premises in fee simple, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances, or any rights therein.

IN WITNESSETH WHEREOF, Grantor has caused this deed to be executed by its duly authorized representative(s) with its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

KH Twin Lakes, LLC,
a Georgia limited liability company

By: _____ [SEAL]

Name: _____

Its: _____

Witness

Notary Public
My commission expires: _____

[NOTARY SEAL]

[Signature page to R/W deed for deceleration lane, Peachtree Road, January, 2024]

CONSENT AND ACKNOWLEDGMENT

City of Hoschton, Georgia does hereby consent to the foregoing right-of-way deed and accepts such area for public dedication.

Signed, sealed and delivered
in the presence of:

City of Hoschton,
a Georgia municipal corporation

Witness

By: _____
_____, County Manager

Notary Public
My Comm. Expires: _____

Attest: _____
_____, City Clerk

(Notary Seal)

(City Seal)

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

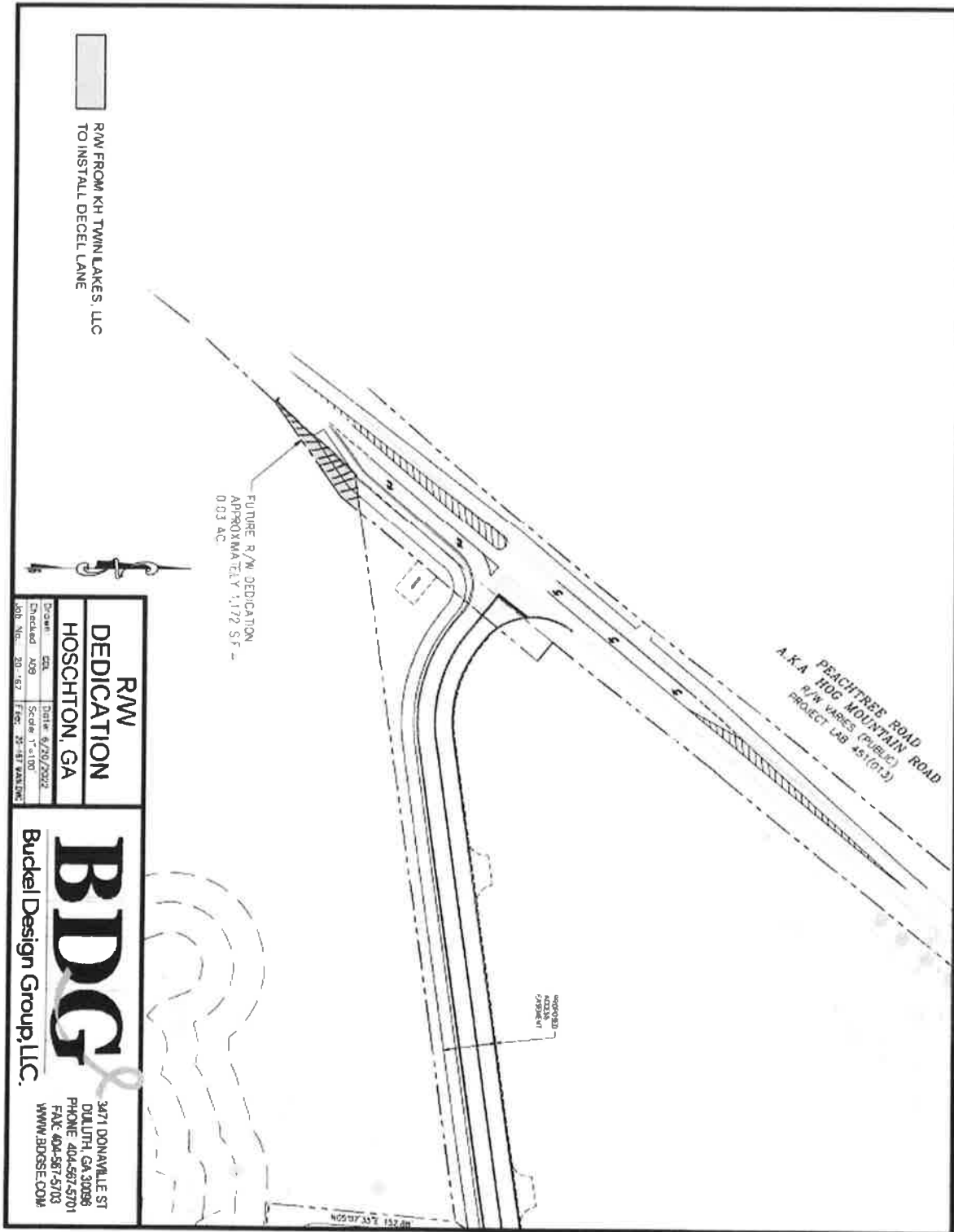
Legal Description: **KH Twin Lakes, LLC – Right-of-Way Dedication**

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

Beginning at the intersection of the southeastern right-of-way of Peachtree Road, a.k.a. Hog Mountain Road (R/W varies) and the southwestern right-of-way of State Route 53 (100' R/W); thence along the Right-of-Way of said Peachtree Road the following courses and distances: South $38^{\circ}59'33''$ West, a distance of 484.94 feet to a point; thence 383.49 feet along the arc of a curve to the right having a radius of 5217.39 feet and a chord bearing and distance of South $39^{\circ}14'57''$ West 383.40 feet to the **True Point of Beginning**; thence leaving said right-of-way and along the property now or formerly belonging to Hog Mountain Properties, LLC North $81^{\circ}54'11''$ East, a distance of 31.84 feet to a point; thence into the property now or formerly belonging to KH Twin Lakes LLC South $39^{\circ}49'27''$ West, a distance of 21.46 feet to a point; thence South $54^{\circ}53'39''$ West, a distance of 94.09 feet to a point on the southeastern right-of-way of said Peachtree Road; thence 88.74 feet along the arc of a curve to the left having a radius of 5217.39 feet and a chord bearing and distance of North $41^{\circ}50'32''$ East 88.74 feet to the **True Point of Beginning**.

Said tract contains 0.027 acre or 1,172 square feet.

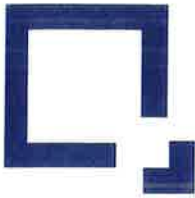
EXHIBIT "B"
Overall Site Plan



NEW BUSINESS

ITEM #8

Resolution 2024-09: Right-of-Way
Dedication along Peachtree Rd.
from Hog Mountain Properties, LLC



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

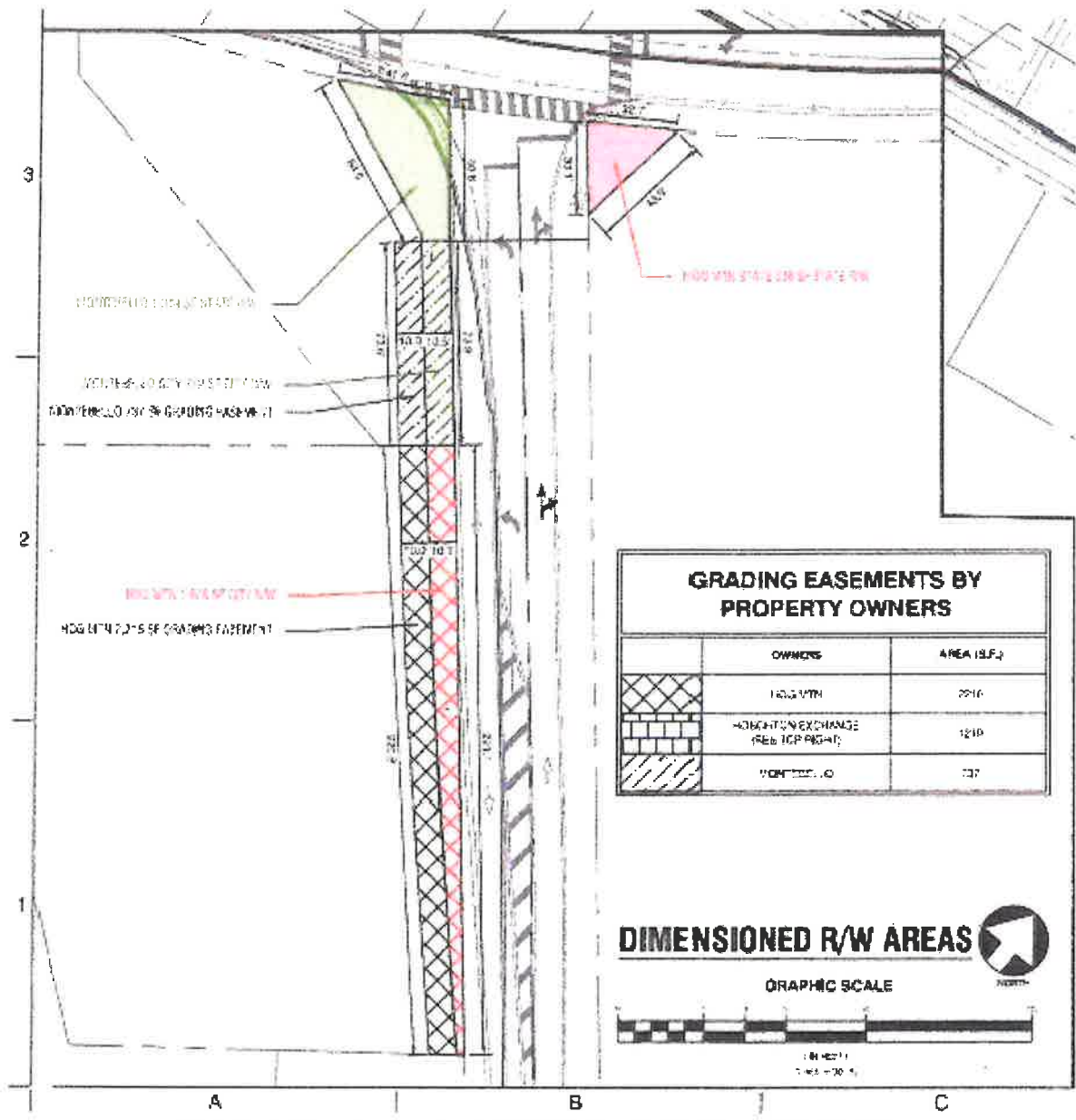
DATE: February 2, 2024

RE: February 8, 2024 City Council Work Session Agenda Items: Resolutions 24-08, 24-09, 24-10 and 24-11 (Acceptance of Additional Right of Way along Peachtree Road)

There is a deceleration lane constructed on Peachtree Road at the entrance of Gateway Crossing Parkway, which leads to the new Publix site (under construction). This is also the location where there is a multi-use path crossing of Peachtree Road. Additional right of way is needed for the deceleration lane and for the crossing area. Two resolutions have been prepared, Resolution 24-08 and 24-09, that would if approved formally accept these proposed additional right of way dedications. Upon approval by council, the proposed right of way deeds will be authorized to be recorded.

In addition to the two right of way dedications proposed in Resolution 24-08 and Resolution 24-09 (prepared and part of the agenda package), there are additional right of way dedications proposed on the west side of Peachtree Road between Alma Farms subdivision and SR 53 (see attached graphic). Southeastern, the group working on the Kroger property assemblage, is in the process of dedicating additional right of way to the Georgia Department of Transportation and is required to provide additional right of way to the city to accomplish the intersection improvement proposed at State Route 53, Peachtree Road, and the proposed Peachtree Road Extension. There are two resolutions proposed (24-10 and 24-11) because there are two different property owners (Hog Mountain Properties and DCH Montebello LLC) along the road segment, from which right of way is needed. Southeastern has arranged for these property owners to agree to dedicate the additional right of way at no cost to the city.

Staff recommends approval of these resolutions. The city attorney will have final review authority over the form and content of the deeds of dedication. The property descriptions are in for the dedications on the west side of Peachtree Road are in the process of being prepared by the land surveyor for Southeastern. Staff considered it appropriate to request these other right of way dedications be added to the February 8th agenda, because there were already other dedication resolutions on the agenda and because Southeastern desires that the acceptance of the right of ways by the city be expedited.



Right of Way Dedication Exhibit for R-24-10 and R-24-11)

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2024-09

**A RESOLUTION ACCEPTING FROM HOG MOUNTAIN PROPERTIES, LLC, THE DEDICATION OF
0.092 ACRE OF RIGHT OF WAY ALONG THE SOUTH SIDE OF PEACHTREE ROAD**

WHEREAS, HOG MOUNTAIN PROPERTIES, LLC is the owner of property on the south side of Peachtree Road; and

WHEREAS, the owner desires to dedicate 0.092 acre of land to the City of Hoschton for additional right of way for Peachtree Road; and

WHEREAS, the owner has prepared and submitted a right of way deed for purposes of conveying the land to the city;

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

Section 1.

The right of way, described by metes and bounds in Exhibit A of this resolution, is hereby accepted.

Section 2.

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

SO RESOLVED this 20th day of February, 2024.

Debbie Martin, Mayor

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

ATTEST:

City Clerk

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Legal Description: Hog Mountain Properties, LLC – Right-of-Way Dedication

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

Beginning at the intersection of the southeastern right-of-way of Peachtree Road, a.k.a. Hog Mountain Road (R/W varies) and the southwestern right-of-way of State Route 53 (100' R/W); thence along the Right-of-Way of said Peachtree Road the following courses and distances: South 38°59'33" West, a distance of 484.94 feet to a point; thence 170.04 feet along the arc of a curve to the right having a radius of 5217.39 feet and a chord bearing and distance of South 38°04'38" West 170.04 feet to the True Point of Beginning; thence leaving said right-of-way and into the property now or formerly belonging to Hog Mountain Properties, LLC South 50°46'45" East, a distance of 20.00 feet to a point; thence South 39°49'27" West, a distance of 190.00 feet to a point; thence along the property now or formerly belonging to KH Twin Lakes LLC South 81°54'11" West, a distance of 31.84 feet to a point on the southern right-of-way of said Peachtree Road; thence along said right-of-way 213.45 feet along the arc of a curve to the right having a radius of 5217.39 feet and a chord bearing and distance of North 40°10'58" East 213.43 feet and a radius of 5217.39 feet to the True Point of Beginning.

Said tract contains 0.092 acre or 4,006 square feet.

Prepared by:

Walker, Ball & Dimo, LLC
Carla J. Walker, Esq.
340 Jesse Jewell Parkway, Suite 650
Gainesville, GA 30501
carla@wbdlawfirm.com

**STATE OF GEORGIA,
COUNTY OF JACKSON**

RIGHT-OF-WAY DEED

THIS CONVEYANCE is made and executed the ____ day of January, 2024.

WITNESSETH that HOG MOUNTAIN PROPERTIES, L.L.C., the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in JACKSON COUNTY, GEORGIA, on Peachtree Road, and is hereby granting to the CITY OF HOSCHTON, additional right-of-way for said Peachtree Road.

NOW THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said roadway, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby sell, remise, release and forever quitclaim to said CITY OF HOSCHTON, and their successors in office, additional right-of-way for said roadway, being more particularly described as follows:

ALL THAT TRACT or parcel of land lying and being in GMD 1407, City of Hoschton, Jackson County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right-of-way being hereby conveyed, containing 0.092 acres, more or less, is shown as the "cross-hatched" area on the Overall Site Plan for Gateway Crossing Hoschton, LLC dated February 7, 2023, prepared BDG a Foresite Group Company, said site plan being attached hereto as Exhibit "B" and made a part hereof by this reference.

TO HAVE AND TO HOLD the said conveyed premises in fee simple, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances, or any rights therein.

IN WITNESSETH WHEREOF, Grantor has caused this deed to be executed by its duly authorized representative(s) with its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

HOG MOUNTAIN PROPERTIES, L.L.C.,
a Georgia limited liability company

By: _____ [SEAL]
Name: William A. Brogdon
Its: Executive Vice President

Witness

Notary Public

[NOTARY SEAL]

My commission expires: _____

[Signature page to R/W deed for deceleration lane, Peachtree Road, January, 2024]

CONSENT AND ACKNOWLEDGMENT

City of Hoschton, Georgia does hereby consent to the foregoing right-of-way deed and accepts such area for public dedication.

Signed, sealed and delivered
in the presence of:

City of Hoschton,
a Georgia municipal corporation

Witness

By: _____
_____, County Manager

Notary Public
My Comm. Expires: _____

Attest: _____
_____, City Clerk

(Notary Seal)

(City Seal)

Approved as to form:

Abbott S. Hayes, Jr., City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

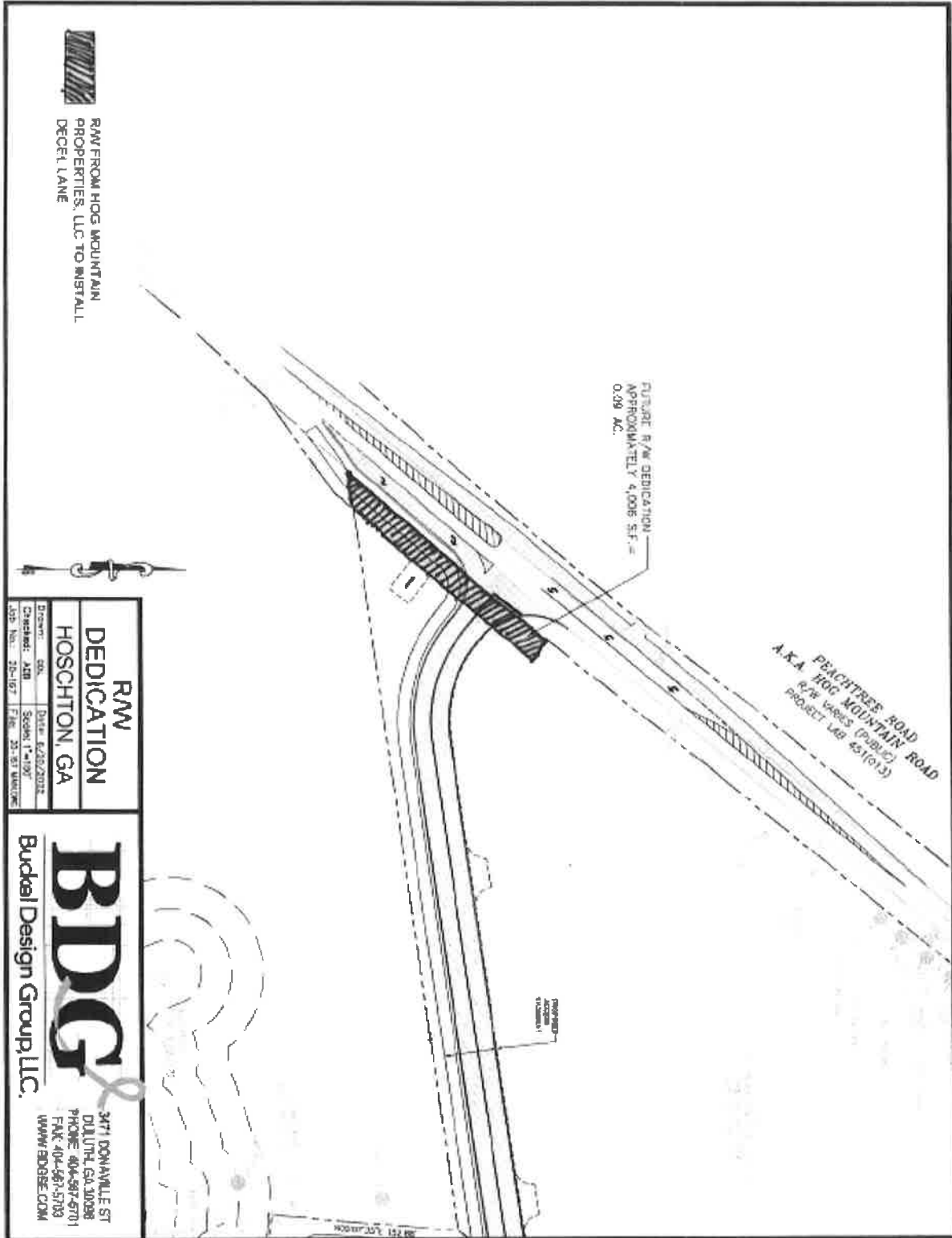
Legal Description: **Hog Mountain Properties, LLC – Right-of-Way Dedication**

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Said tract contains 0.092 acre or 4,006 square feet.

EXHIBIT "B"
Overall Site Plan



R/W FROM HOG MOUNTAIN
PROPERTIES, LLC TO INSTALL
DECEL LANE

| | |
|---------------------------|--------------------------|
| R/W DEDICATION | |
| HOSCHTON, GA | |
| Drawn: DB | Date: 8/20/2012 |
| Checked: ADB | Scale: 1"=100' |
| App. No.: 20-107 | File: 21-81-WR008 |

BDG
Buckel Design Group, LLC.

3711 DONAYVILLE ST
DUBLIN, GA 30098
PHONE 404-587-6701
FAX 404-587-5703
WWW.BDGE.COM

NEW BUSINESS

ITEM #9

Resolution 24-10: Right-of-Way Dedication along
Peachtree Rd. from Hog Mountain Properties, LLC

(Documentation to follow on 2/7/24)



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

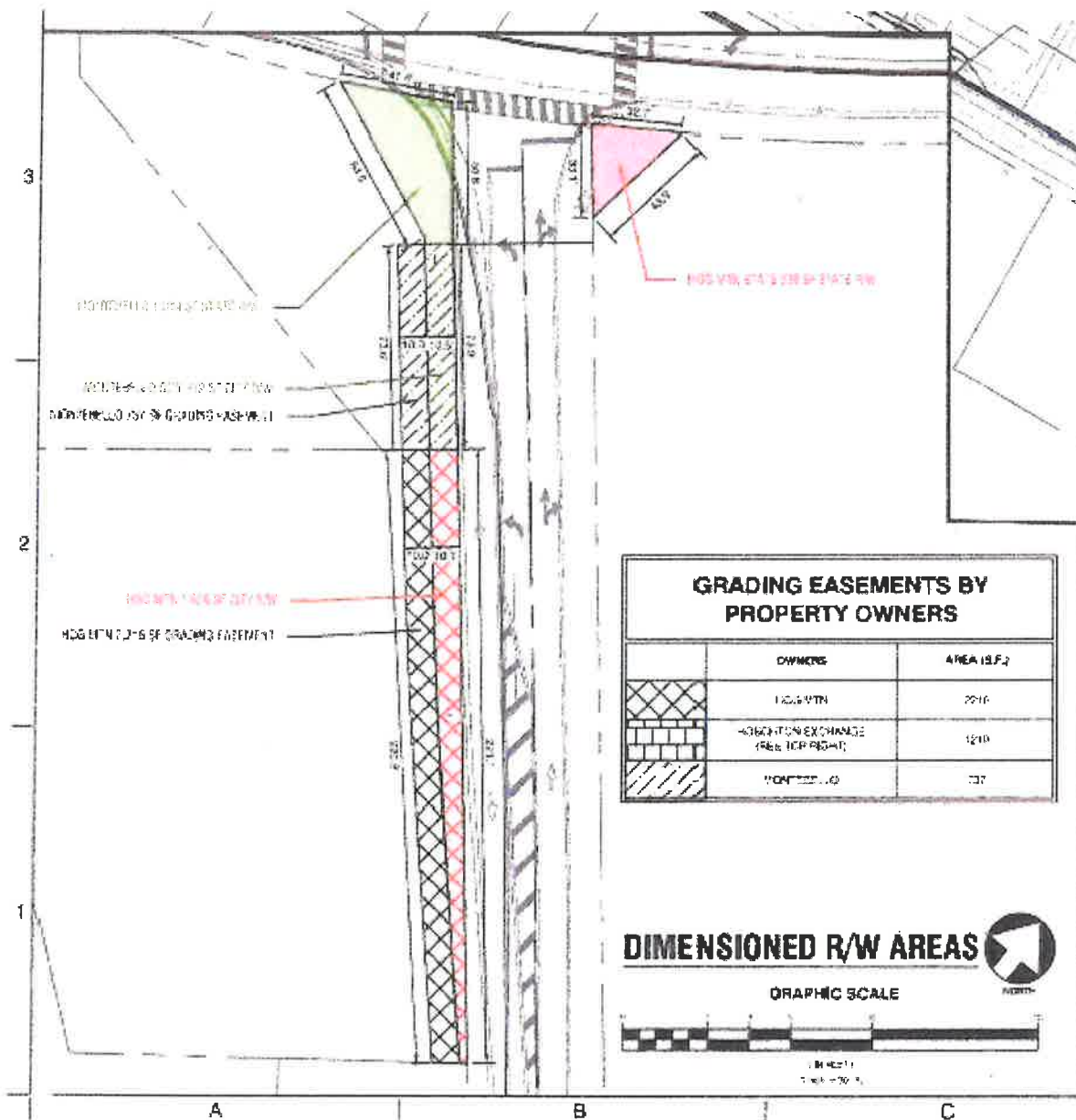
DATE: February 2, 2024

RE: February 8, 2024 City Council Work Session Agenda Items: Resolutions 24-08, 24-09, 24-10 and 24-11 (Acceptance of Additional Right of Way along Peachtree Road)

There is a deceleration lane constructed on Peachtree Road at the entrance of Gateway Crossing Parkway, which leads to the new Publix site (under construction). This is also the location where there is a multi-use path crossing of Peachtree Road. Additional right of way is needed for the deceleration lane and for the crossing area. Two resolutions have been prepared, Resolution 24-08 and 24-09, that would if approved formally accept these proposed additional right of way dedications. Upon approval by council, the proposed right of way deeds will be authorized to be recorded.

In addition to the two right of way dedications proposed in Resolution 24-08 and Resolution 24-09 (prepared and part of the agenda package), there are additional right of way dedications proposed on the west side of Peachtree Road between Alma Farms subdivision and SR 53 (see attached graphic). Southeastern, the group working on the Kroger property assemblage, is in the process of dedicating additional right of way to the Georgia Department of Transportation and is required to provide additional right of way to the city to accomplish the intersection improvement proposed at State Route 53, Peachtree Road, and the proposed Peachtree Road Extension. There are two resolutions proposed (24-10 and 24-11) because there are two different property owners (Hog Mountain Properties and DCH Montebello LLC) along the road segment, from which right of way is needed. Southeastern has arranged for these property owners to agree to dedicate the additional right of way at no cost to the city.

Staff recommends approval of these resolutions. The city attorney will have final review authority over the form and content of the deeds of dedication. The property descriptions are in for the dedications on the west side of Peachtree Road are in the process of being prepared by the land surveyor for Southeastern. Staff considered it appropriate to request these other right of way dedications be added to the February 8th agenda, because there were already other dedication resolutions on the agenda and because Southeastern desires that the acceptance of the right of ways by the city be expedited.



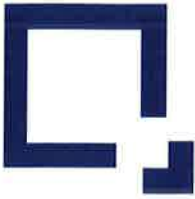
Right of Way Dedication Exhibit for R-24-10 and R-24-11)

NEW BUSINESS

ITEM #10

Resolution 24-11: Right-of-Way Dedication along
Peachtree Rd. from DCH Montebello, LLC

(Documentation to follow on 2/7/24)



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 Hoschtton

FROM: Jerry Weitz, Consulting City Planner

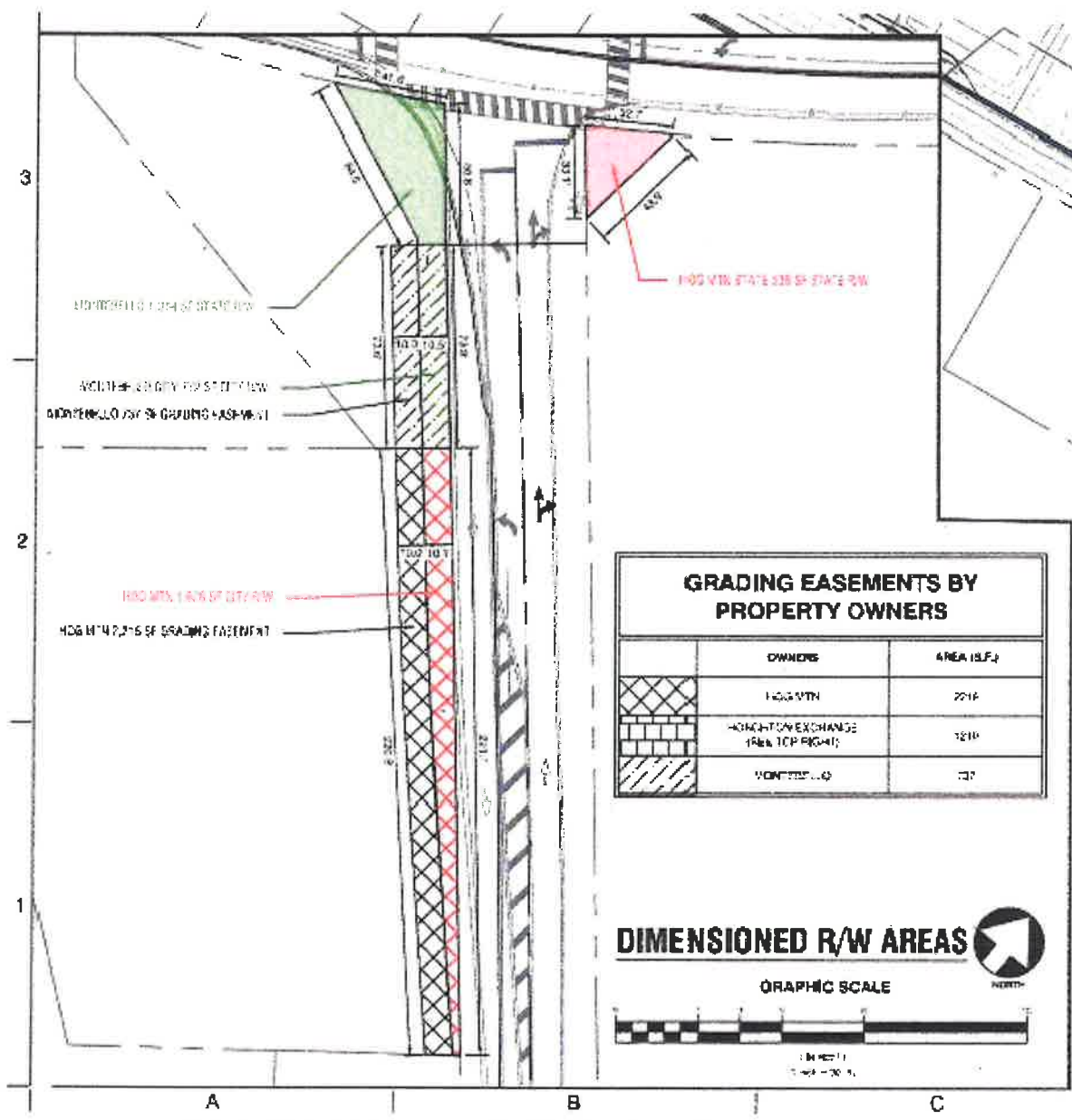
DATE: February 2, 2024

RE: February 8, 2024 City Council Work Session Agenda Items: Resolutions 24-08, 24-09, 24-10 and 24-11 (Acceptance of Additional Right of Way along Peachtree Road)

There is a deceleration lane constructed on Peachtree Road at the entrance of Gateway Crossing Parkway, which leads to the new Publix site (under construction). This is also the location where there is a multi-use path crossing of Peachtree Road. Additional right of way is needed for the deceleration lane and for the crossing area. Two resolutions have been prepared, Resolution 24-08 and 24-09, that would if approved formally accept these proposed additional right of way dedications. Upon approval by council, the proposed right of way deeds will be authorized to be recorded.

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Staff recommends approval of these resolutions. The city attorney will have final review authority over the form and content of the deeds of dedication. The property descriptions are in for the dedications on the west side of Peachtree Road are in the process of being prepared by the land surveyor for Southeastern. Staff considered it appropriate to request these other right of way dedications be added to the February 8th agenda, because there were already other dedication resolutions on the agenda and because Southeastern desires that the acceptance of the right of ways by the city be expedited.



Right of Way Dedication Exhibit for R-24-10 and R-24-11)

NEW BUSINESS

ITEM #11

Request to Initiate Variance Application for
property fronting Towne Center Pkwy/Hwy 53

(related to obtaining right-of way for the new
Peachtree Road Ext. to be built as part of the
larger Kroger development)



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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Phone: (404) 502-7228 E-Mail: jweitz@bellsouth.net

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MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting City Planner

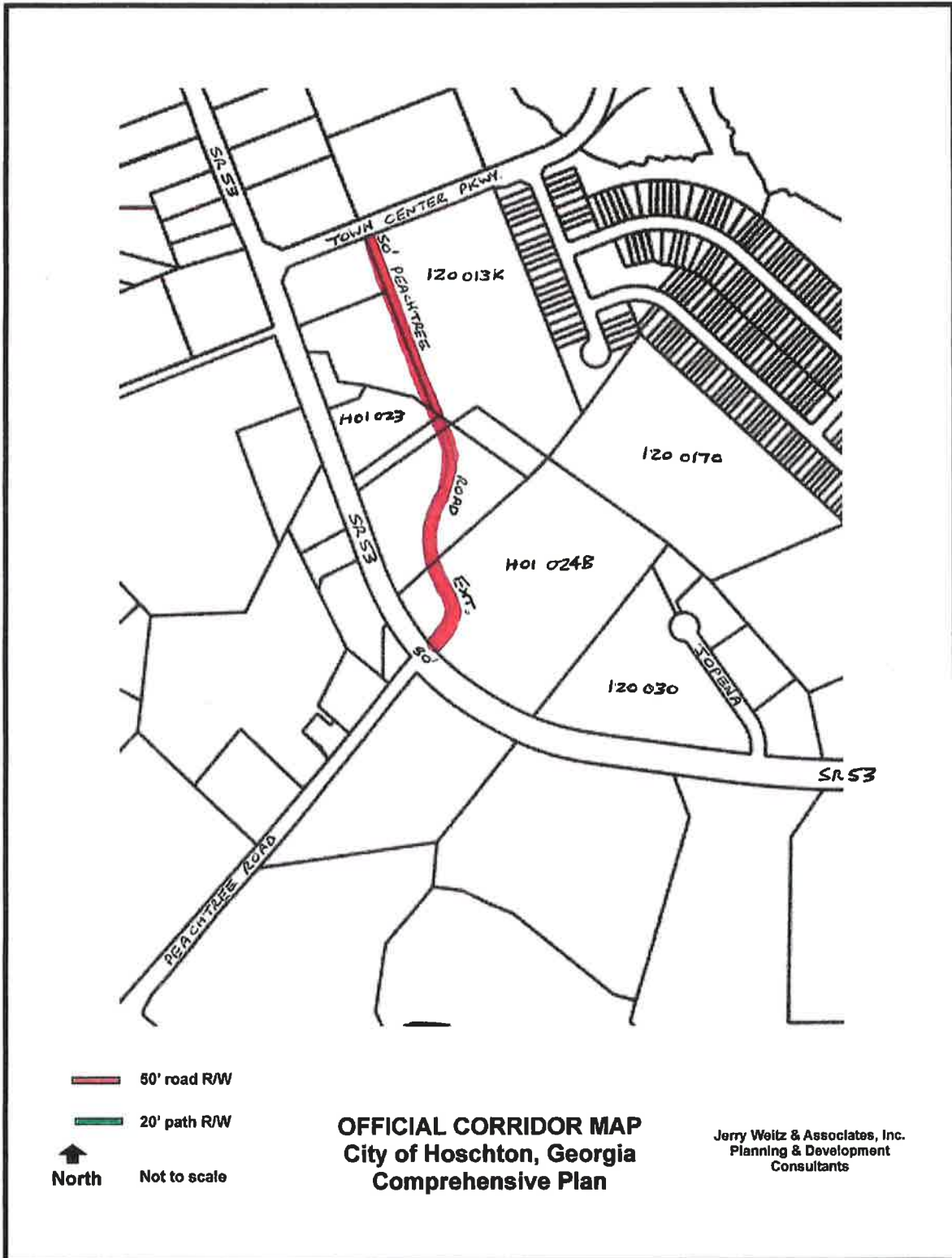
DATE: February 2, 2024

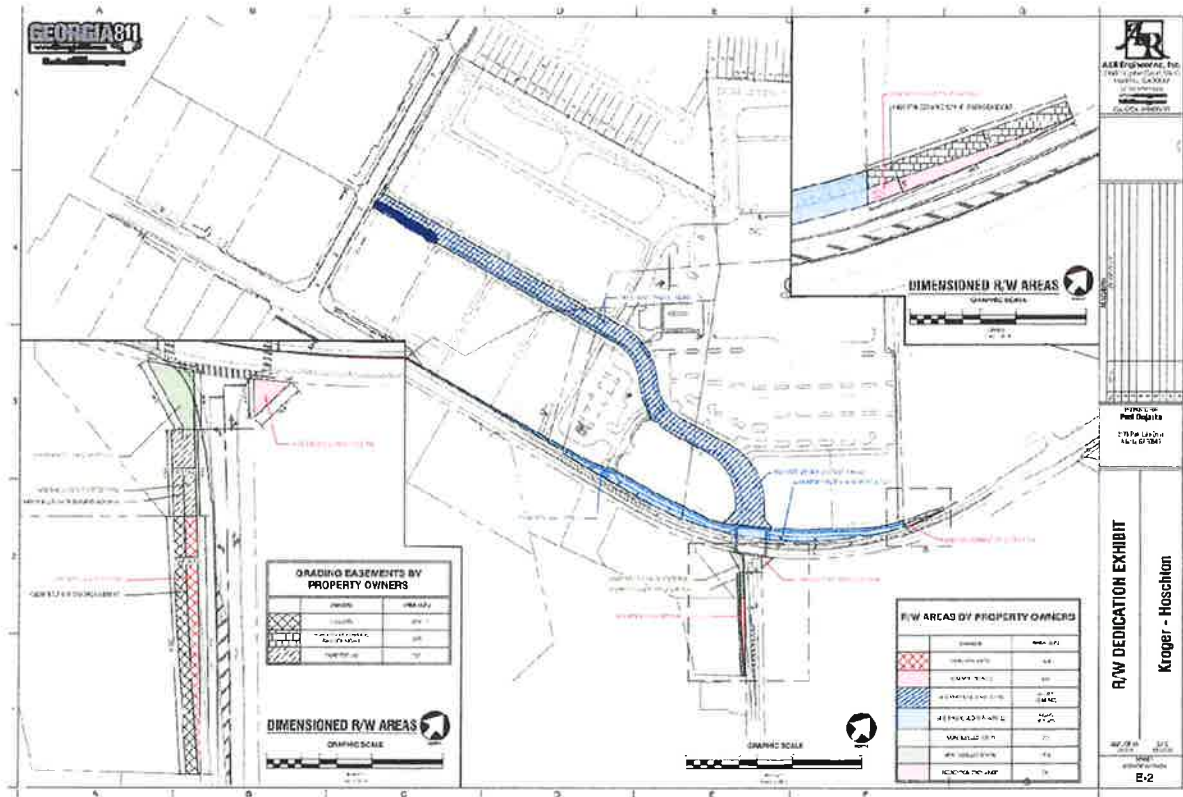
RE: February 8, 2024 City Council Work Session Agenda Item (requested addition): Request that the Hoschton City Council initiate an application for variance (V-24-01) to the Hoschton zoning ordinance, Article IV, "Zoning Districts," Section 4.11, "C-2, General Commercial Highway Oriented District," (Table 4.4, "Dimensional Requirements for Non-Residential Zoning Districts," to reduce the required front building setback of Peachtree Road Extension right of way (east property line) from 15 feet to 5 feet for property (Map/Parcel 120/013I; 1.54 acre) fronting on the east side of SR 53 and the south side of Towne Center Parkway) on behalf of the property owner (Towne Center 53, LLC, Property Owner) (C-2 zoning)

This request originates with the planning staff based on discussions with the group (Southeastern) working on the Kroger commercial development assemblage. The group is moving ahead with plans to eventually build and dedicate a new road and right of way referred to as the "Peachtree Road Extension." The Council has already established policy to acquire this road right of way via conditions of zoning and conditional use approval for the Kroger project and also by adopting via Resolution 23-14 the Peachtree Road Extension as part of the city's official corridor map (attached is a map excerpt).

The group (Southeastern) controls all of the land needed to dedicate the full right of way to the city, with the exception of ½ of the right of way (the western portion) at the proposed road's intersection with Towne Center Parkway (shown as a solid blue line on the attached graphic). There is currently a 44-foot-wide access easement, 22 feet of which is off-site and owned by Towne Center 53, LLC. Southeastern has been in contact with Towne Center 53, LLC in an effort to get that owner to voluntarily dedicate the small remainder of right of way needed to make the Peachtree Road extension a public street/ right of way.

Southeastern communicated to staff yesterday that Town Center 53, LLC's major concern with dedicating the requested right of way (25 feet from the current property line) is that doing so would create a building setback of 15 feet from the new right of way line, and that any such additional setback may make it more difficult to place a building on the site. Accordingly, planning staff suggested that this concern could be alleviated if a variance was granted to reduce the building setback abutting the east property line (or the right of way of the proposed Peachtree Road extension) from 15 feet to 5 feet. It is staff's belief that approval of such a variance will be sufficient to get the owner to agree to dedicate the right of way.





The proposal is therefore that the city council initiate the request for variance under its own name and waive the application fee. Consulting planner recommends approval of this request to initiate the variance application. If approved by Council, it will be scheduled for public hearing at the March, 2024 city council work session. The variance requested would only apply to the east property line and would not authorize a reduction of the required minimum building setback line from SR 53 and Towne Center Parkway.



Tax Map of Subject Property