

CITY OF HOSCHTON
CITY COUNCIL
TUESDAY, APRIL 30, 2024 AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



REGULAR MEETING
AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

AGENDA APPROVAL

MINUTES APPROVAL

1. February 8, 2024 Special Called Meeting Minutes
2. February 8, 2024 Work Session Minutes
3. February 20, 2024 Regular Meeting Minutes
4. March 14, 2024 Public Hearing Minutes
5. March 14, 2024 Work Session Minutes
6. March 19, 2024 Regular Meeting Minutes
7. March 26-28, 2024 Council Retreat Minutes

OLD BUSINESS

1. **Ordinance O-2024-02:** An Ordinance Amending the Code of Ordinances of the City of Hoschton, Georgia, Chapter 3, "Administration," Article VIII, "Boards and Commissions" To Adopt a New Section 3-801, "Planning and Zoning Commission;" To Repeal Conflicting Ordinances; To Provide For Severability; To Provide an Effective Date; and for Other Purposes (Second Reading)
2. **Ordinance O-2024-03:** An Ordinance To Amend the Hoschton Subdivision and Land Development Ordinance, Article III, "General Provisions," Section 303, "City Council Authority" To Retitle Said Section and Assign Roles to The Hoschton Planning Commission; To Amend Article IV, "Preliminary Plat," Section 405, "Preliminary Plat Process Administration," To Repeal the Existing Process Flow Chart and To Adopt a New Process Flow Chart; To Adopt a New Section 408, "Planning Commission Review and Recommendation," To Amend Section 1204, "Variances" To Establish a Role For The Planning Commission; To Amend Section 1207, "Amendment" to Establish a Role for the Planning Commission;" To Repeal Conflicting Ordinances; To Provide for Severability; To Provide an Effective Date; and For Other Purposes (Second Reading)
3. **Ordinance TA 2024-01:** An Ordinance To Amend the Hoschton Zoning Ordinance, Article I, "General," Section 1.04, "Purposes," Paragraph 5 to Assign Roles to the Hoschton Planning and Zoning Commission; To Amend Article VIII, "Zoning

Amendments and Applications,” Section 8.01, “Procedures for Calling and Conducting Public Hearings,” Section 8.02, “Text Amendments,” Section 8.03, “Amendment to the Official Zoning Map,” Section 8.04, “Conditional Uses,” and Section 8.05, “Variances” To Assign Roles For The Planning Commission; To Repeal Conflicting Ordinances; To Provide for Severability; To Provide an Effective Date; and for Other Purposes (Second Reading)

NEW BUSINESS

1. Planning and Zoning Commission Members and Terms
2. Planning and Zoning Commission 2024 Meeting Schedule
3. Recommendation to Initiate a Zoning Ordinance Text Amendment Regarding the Planned Unit Development (PUD) District of the zoning ordinance (Sec. 408)
4. Recommendation to Initiate a Zoning Ordinance Text Amendment Regarding the MU (Mixed Use) District of the zoning ordinance (Sec. 414)
5. Recommendation to Initiate a Zoning Ordinance Text Amendment to Establish a Time Limit Regarding Development Pursuant to a Conditional Zoning Approval
6. Resolution 2024-014: Awarding CMAR Contract for WWTF Expansion to 0.95MGD to Reeves Young, LLC
7. Statewide Mutual Aid Agreement
8. Audio/Visual Quotes for Community Center sound system
9. Resolution 2024-013: Amending the Personnel Policy Re: Cell Phone Stipend
10. Resolution 2024-012: Amending the Personnel Policy Re: Use of City-Owned Vehicles
11. Police Department Mobile Computer Quote
12. Police Department Software Agreement with i3 Verticals
13. Resolution 2024-015: Transfer of City-Owned Property to Ultra Superior Homes, LLC
14. Proclamation: Professional Municipal Clerks Week May 5-11, 2024

EXECUTIVE SESSION (if needed)

ADJOURN

ANNOUNCEMENTS:

Saturday, May 4th 10:00am-5:00pm : Spring Festival, Downtown Hoschton

CIVILITY PLEDGE

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

CITY OF HOSCHTON RULES OF DECORUM

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

a. Rules applicable to the public

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

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

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

CITY OF HOSCHTON
CITY COUNCIL AGENDA
THURSDAY, FEBRUARY 8, 2024
HOSCHTON COMMUNITY ROOM AT 5:55PM
65 CITY SQUARE, HOSCHTON



SPECIAL CALLED MEETING
DRAFT MINUTES

WELCOME AND CALL TO ORDER *at 5:55pm by Mayor Martin*

INVOCATION *by Councilmember Lawson*

PLEDGE OF ALLEGIANCE *by Ross Billingsley*

NEW BUSINESS

1. Update to 2024 Council Meeting Schedule

Motion to approve by Councilmember Jackson, seconded by Councilmember Sterling, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; JACKSON-YES; LAWSON-YES;
STERLING-YES]

ADJOURN *Motion to adjourn at 5:58pm by Councilmember C. Brown, seconded by Councilmember Jackson, and all in favor.*

ROLL CALL:

Mayor Debbie Martin
Councilmember Christina Brown
Councilmember David Brown
Councilmember Scott Courter
Councilmember Jonathan Jackson
Councilmember James Lawson
Councilmember Fredria Sterling

ALSO PRESENT:

City Planner Dr. Jerry Weitz
City Engineer Jerry Hood
City Manager Jennifer Harrison
City Attorney Abb Hayes
Asst. City Clerk Jen Williams

Approved:

Debbie Martin, Mayor

Date

Jennifer Williams, Assistant City Clerk



WORK SESSION
DRAFT MINUTES

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

AGENDA APPROVAL *Motion to approve with no changes by Councilmember Sterling, seconded by Councilmember Courter, and all in favor.*

REPORTS BY MAYOR, COUNCIL, AND STAFF

OLD BUSINESS

1. Garland Contractors, Inc. Public Works Building Estimate
The project is in the budget.

NEW BUSINESS

1. Creekside Townhomes Elevations Approval
The new architectural elevations which have been presented to the Council comply with the 50% brick or stone rule; the staff recommendation is approval.
2. Resolution 24-03: City of Civility Designation
This designation is a promise from the Council to set a positive example through their conduct.
3. Resolution 24-04: Property Acquisition from Bobby L. Blankenship and Dianne S. Blankenship
The City has entered into a contract to acquire 17.109 acres from the Blankenships. The property will be purchased entirely from impact fees collected from developers. The park impact fee balance is currently just over \$800,000; those funds must be used to acquire park land. The property is ideal because it is centrally located, accessible, and contiguous to other city property.
4. Resolution 24-05: Awarding Construction Contract for the South Water Tank Project
Jerry Hood of EMI shared that the lowest bid received for a 1 million gallon water tank was \$4,225,000.00. EMI recommends consideration of awarding the contract based on a 750,000 gallon tank at a total project cost of \$3,349,075.00 to Phoenix Fabricators, which is \$875,925.00 less than the 1 million gallon tank. While there would be some loss of storage, the City would still have substantial and adequate storage for decades to come. The current and future redundancy and connectivity (with Braselton, Jackson County, and Barrow County) negates some need for elevated storage. Coupled with the

new 12" grid through the city, the new water tank could increase water pressure by 40-50psi (fire hydrants @1000-2000 gallons/minute).

5. Resolution 24-06: Awarding Contract for Phase 1B Water Distribution System Improvements
Jerry Hood of EMI explained that the lowest bid was received from Griffin Bros. in the amount of \$948,431.84.
6. Resolution 24-07: Updating Authorized Signers on Bank Accounts
This resolution would change the bank account signers to Mayor Debbie Martin, Mayor Pro Tem David Brown, and City Manager Jennifer Harrison.
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.
Staff recommendation: approval
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.
Staff recommendation: approval
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.
Staff recommendation: approval
10. Resolution 24-11: A Resolution Accepting from DCH Montebello, LLC, the Dedication of right of way along the northwest side of Peachtree Road.
Staff recommendation: approval
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)
There is one segment of the planned Peachtree Road Extension that is not controlled by the Kroger development. The property owner has been reluctant to dedicate that land to the city because they are worried about creating a new setback of 15 feet from the new right of way line. Planning staff suggests a variance reducing the building setback abutting the east property line from 15 feet to 5 feet. Zoning would remain C-2.

CITIZEN INPUT *none*

EXECUTIVE SESSION (IF NEEDED) *none needed*

ADJOURN Motion to adjourn at 7:15pm by Councilmember Sterling, seconded by Councilmember Lawson, and all in favor.

ROLL CALL:

Mayor Debbie Martin
Councilmember Christina Brown
Councilmember David Brown
Councilmember Scott Courter
Councilmember Jonathan Jackson
Councilmember James Lawson
Councilmember Fredria Sterling

ALSO PRESENT:

City Planner Dr. Jerry Weitz
City Engineer Jerry Hood
City Manager Jennifer Harrison
City Attorney Abb Hayes
Asst. City Clerk Jen Williams

Approved:

Debbie Martin, Mayor

Date

Jennifer Williams, Assistant City Clerk



REGULAR MEETING
MINUTES

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

PLEDGE OF ALLEGIANCE *led by Martin*

INVOCATION *by Sterling*

AGENDA APPROVAL *Motion to approve with no changes by Courter, seconded by C. Brown, and all in favor.*

MINUTES APPROVAL

1. January 11, 2024 Public Hearing Minutes
2. January 11, 2024 Work Session Minutes
3. January 15, 2024 Regular Session Minutes

Motion to approve with no changes by Councilmember D. Brown, seconded by Councilmember Courter, and all in favor.

OLD BUSINESS

1. Garland Contractors, Inc. Public Works Building Estimate

Motion to approve the estimate of \$812,784.50 for the construction of the building on Cabin Drive behind the tennis courts by D. Brown, seconded by Courter, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

NEW BUSINESS

1. Creekside Townhomes Elevations Approval

Motion to approve by Sterling, no second, so the motion is not considered.

Motion to not approve the elevations by Martin, seconded by D. Brown, and the motion carries with a 4-1 vote.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-NO]

Sterling questioned why the Council did not approve the elevations. Courter replied that he thought the Council should review other architecture options as this building is at the start of the downtown corridor and the elevations presented were not necessarily what they want to see. Sterling responded that Mr. Tripp has worked with the City to appease all of its requests up to this point, unlike the previous property owner/developer.

Motion to table until March to allow further discussion among Council by Martin, seconded by Sterling, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

Courter then asked the property owner, Mr. Tripp, if tabling the elevation approval would affect his project. Mr. Tripp replied that it would affect him as he now has a loan of \$2 million that he is paying interest on. His elevations include 50% brick, unlike some of the other developments in town. He wants to work with the city and to be a good neighbor in the City of Hoschton; he would just like to move forward and be able to build something. C. Brown explained that her main concerns are with single-car garages, single-width driveways, and street parking, and issues arising from those plans. D. Brown acknowledged that some existing projects don't have any brick, but that doesn't mean that it should continue that way going forward. He wishes for this project to be more attractive to the city since it is located at its entrance, perhaps with 100% brick fronts. Mr. Tripp responded that the front of the townhome units will be facing the back of Creekside Village. They are planting 100 arborvitaes as a buffer to Creekside Village and they are expected to be 18-20 ft tall within a couple of years. That said, he is amenable to putting a few extra bricks on the front of some of the units. Addressing the concerns about single-car garages and driveways, Mr. Tripp pointed out that the variance was already approved for those. He went on to say that they like to produce an attractive product to be competitive in the market, but if he has to change things too much, the additional cost would be passed on to buyers, potentially affecting the affordability of the homes. His price point will already be higher than Cambridge. Martin pointed out that the rear elevations are also 50% brick and that is what will be seen from Hwy 53. Mr. Tripp add that the rear of this project will also contain a 6ft wooden fence along with arborvitaes, as he wants to buffer his units from the car wash that has been approved. D. Brown asked if Mr. Tripp's timeline would be affected if this item was tabled and he was given an answer in a week or two. Mr. Tripp answered that he can't get building permits until the elevations are approved and would like to avoid additional carrying costs.

Motion to approve the elevations by Sterling, seconded by C. Brown, and the motion carries with a 4-1 vote.

[MARTIN-YES; C. BROWN-YES; D. BROWN-NO; COURTER-YES; STERLING-YES]

2. Resolution 24-03: City of Civility Designation

Motion to approve by Sterling, seconded by Courter, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

3. Resolution 24-04: Property Acquisition from Bobby L. Blankenship and Dianne S. Blankenship

The purchase price of \$1,200,000 will be paid entirely with impact fees collected from developers and designated for parks.

Motion to approve by C. Brown, seconded by Sterling, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

4. Resolution 24-05: Awarding Construction Contract for the South Water Tank Project

Motion to award a contract in the amount of \$3,015,906.00 to Phoenix Fabricators for the construction of a 750,000 gallon water tank by D. Brown, seconded by Sterling, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

5. Resolution 24-06: Awarding Contract for Phase 1B Water Distribution System Improvements

Motion to award a contract in the amount of \$948,431.00 to Griffin Bros. for Phase 1B water system improvements by D. Brown, seconded by Courter, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

6. Resolution 24-07: Updating Authorized Signers on Bank Accounts

Motion to approve by Martin, seconded by D. Brown, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

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.

Motion to approve by C. Brown, seconded by Sterling, and the motion carries with a 4-1 vote.

[MARTIN-NO; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

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.

Motion to approve by Courter, seconded by D. Brown, and the motion carries with a 4-1 vote.

[MARTIN-NO; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

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.

Motion to approve by Courter, seconded by C. Brown, and the motion carries with a 4-1 vote.

[MARTIN-NO; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

10. Resolution 24-11: A Resolution Accepting from DCH Montebello, LLC, the Dedication of right of way along the northwest side of Peachtree Road.

Motion to approve by D. Brown, seconded by Courter, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

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 120/013); 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)

Motion to approve by D. Brown, seconded by C. Brown, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; STERLING-YES]

EXECUTIVE SESSION (If needed) *none*

ADJOURN *Motion to adjourn at 6:37pm by Sterling, seconded by Courter, and all in favor.*

ROLL CALL

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

ALSO PRESENT:

Jennifer Harrison City Manager
Jen Williams, Assistant City Clerk
Media

ABSENT

Jonathan Jackson, Councilmember
James Lawson, Councilmember

CITY OF HOSCHTON
CITY COUNCIL
THURSDAY, MARCH 14, 2024 AT 6:00PM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



PUBLIC HEARING
MINUTES

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

INVOCATION by Councilmember Lawson

PLEDGE OF ALLEGIANCE by resident Ace Acevedo

AGENDA APPROVAL Motion to approve as-is by Courter, seconded by Lawson, and all in favor.

NEW BUSINESS:

1. **Z-24-01 Rezoning (formerly Z-23-13):** Southeastern Property Developers, LLC, applicant, seeks to rezone to PUD (Planned Unit Development) five parcels of land totaling 12.74 acres from the existing zoning shown below:
 - (1) 1909, LLC, property owner, rezone from C-1, Neighborhood Business District, 1.7 acres (Map/Parcel 120/014A) fronting approximately 150 feet on the east side of State Route 53 and fronting approximately 360 on the south side of Pendergrass Road (SR 332); and
 - (2) Hilliard L. Lott, property owner, rezone from R-1, Single Family Low Density District, 2.73 acres (Map/Parcel 120/014) fronting on the south side of Pendergrass Road (SR 332); and
 - (3) Queen Frank as Trustee of The Queen Family Trust, property owner, from C-2 (General Commercial/Highway Oriented District) 2.31 acres (Map/Parcel 120/013H), fronting on the south side of Pendergrass Road/SR 332 and fronting on the west side of Towne Center Parkway); and
 - (4) Queen Frank as Trustee of The Queen Family Trust, property owner, from C-2 (General Commercial/Highway Oriented District) 4.14 acres (Map/Parcel 120/013G) between Pendergrass Road (SR 332) and Towne Center Parkway; and
 - (5) Queen Frank as Trustee of The Queen Family Trust, property owner, from C-2 (General Commercial/Highway Oriented District) 1.86 acres (Map/Parcel 120/013M) fronting on the southeast side of Towne Center Parkway.

Proposed uses: 292 luxury apartments and a brew pub.

Comments in Support:

Joshua Scoggins, Tribble Gap Rd, Cumming, presented a PowerPoint displaying the project highlights. The apartments would be Class A luxury apartments from an established builder. The 1- to 2- bedroom units would target professionals and empty-nesters not interested in

homeownership, lessening the impact on school system compared to typical apartments. They will build when the sewer capacity is available.

Thomas Harris, Braselton Hwy, Lawrenceville, spoke on behalf of the Queen Family Trust to say that this is the first offer the family has had on the property and they would like to take advantage of this opportunity to liquidate.

Drew Cunningham, Peachtree St, Atlanta, pointed out a nearby project "The Finch" in Braselton; he can share a list of other developments with Council.

Comments in Opposition:

Ace Acevedo, 100 Powell Ct, stated his concerns about traffic, parking, vacant apartments, and the unknown impact of the already in progress build-to-rent neighborhood in the city.

Michael Segal, 86 Powell Ct, stated his concern about the beautification of the city with regard to setbacks, landscaping, and sidewalks.

Scott Butler, 448 Deer Creek Trl, questioned how the developer would mitigate the additional impact from increased traffic: GDOT wants to remove 400 cars from 53; this development would add 2100. He also stated concern about impact on schools.

Jack Flint, 585 Cumberland Trl, asked council to consider the 4th story of the G.P.'s Enterprises development requiring an elevator. What would the development do for the city?

Councilmember Christina Brown stated that the proposed plan does not adhere to the future land use component of the city's comprehensive plan. The city must preserve its commercial property/ economic base. The property assemblage is currently zoned 78.6% commercial and the proposed plan would decrease that to 1.6% commercial. As zoned, there are many reasonable uses for the property.

Councilmember David Brown questioned what the developer would do about traffic on Hwy 53. Scoggins: Whatever GDOT requires. They are happy to contribute turn/decel lanes as required by GDOT or the city.

Brown: this plan exceeds allowable density; what would you do to meet our guidelines?

Scoggins: The PUD zoning would allow for greater density, like in some other Hoschton developments.

- 2. V-24-01 Variance:** City of Hoschton, applicant, for Towne Center 53, LLC, Property Owner, seeks a variance 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 waive or reduce the required front building setback of the proposed Peachtree Road Extension right of way (east property line) from 15 feet to 5 feet or 0 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) (C-2 zoning). Proposed use: Commercial.

Dr. Weitz stated that the City has still not heard from the property owner regarding this variance initiated on their behalf. He further explained that the variance is only in effect if the property owner dedicates the right of way to the City.

- 3. Ordinance O-2024-02:** An Ordinance Amending the Code of Ordinances of the City of Hoschton, Georgia, Chapter 3, "Administration," Article VIII, "Boards and Commissions" To Adopt a New Section 3-801, "Planning and Zoning Commission;" To Repeal Conflicting Ordinances; To Provide For Severability; To Provide an Effective Date; and for Other Purposes

Dr. Weitz, Mayor, and Councilmembers discussed the following changes to the proposed version of the ordinance:

- change the number of members from 7 to 5
- change initial terms as follows, then staggered 3-year terms to provide continuity:
 - 1 member-1 year term
 - 2 members- 2 year term
 - 2 members- 3 year term
- remove "due cause shown" language
- vacancies will be filled by appointment for the unexpired term
- eliminate the absence provision
- a secretary will not be necessary; records will be kept to include at minimum: members present, members absent, and any votes taken
- the quorum shall be changed from 4 to 3 members
- meetings: the city will set the meeting dates/time

Councilmember Lawson wants it made clear that the commission will be making recommendations, not policies. Dr. Weitz replied that it is made clear in the regulations. (page 8 of TA-24-01)

Councilmember Sterling stressed that the planning and zoning commission needs to understand their role and the chain of command. Final decisions will lie with the Mayor and Council. City Attorney Abb Hayes stated that the ordinances will spell out the role of the commission and that the members of the commission will receive training.

Hayes further stated that under the charter, since changes have been made to the proposed ordinance, it will need two readings before it is in effect. If the majority approve in a vote at the March regular meeting, then a second reading will take place in April.

- 4. Ordinance O-2024-03:** An Ordinance To Amend the Hoschton Subdivision and Land Development Ordinance, Article III, "General Provisions," Section 303, "City Council

Authority” To Retitle Said Section and Assign Roles to The Hoschton Planning Commission; To Amend Article IV, “Preliminary Plat,” Section 405, “Preliminary Plat Process Administration,” To Repeal the Existing Process Flow Chart and To Adopt a New Process Flow Chart; To Adopt a New Section 408, “Planning Commission Review and Recommendation,” To Amend Section 1204, “Variances” To Establish a Role For The Planning Commission; To Amend Section 1207, “Amendment” to Establish a Role for the Planning Commission;” To Repeal Conflicting Ordinances; To Provide for Severability; To Provide an Effective Date; and For Other Purposes

5. **Ordinance TA 2024-01:** An Ordinance To Amend the Hoschton Zoning Ordinance, Article I, “General,” Section 1.04, “Purposes,” Paragraph 5 to Assign Roles to the Hoschton Planning and Zoning Commission; To Amend Article VIII, “Zoning Amendments and Applications,” Section 8.01, “Procedures for Calling and Conducting Public Hearings,” Section 8.02, “Text Amendments,” Section 8.03, “Amendment to the Official Zoning Map,” Section 8.04, “Conditional Uses,” and Section 8.05, “Variances” To Assign Roles For The Planning Commission; To Repeal Conflicting Ordinances; To Provide for Severability; To Provide an Effective Date; and for Other Purposes

ADJOURN *Motion to adjourn at 6:54pm by C. Brown, seconded by Jackson, and all in favor.*

ROLL CALL

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

ALSO PRESENT

Dr. Jerry Weitz, City Planner
Abbott S. Hayes, Jr., City Attorney
Jennifer Harrison, City Manager
Jen Williams, Assistant City Clerk
Media



WORK SESSION
MINUTES

CALL TO ORDER at 6:64 pm by Mayor Martin

AGENDA APPROVAL Motion to approve as-is by Sterling, seconded by Lawson, and all in favor.

REPORTS BY MAYOR, COUNCIL, AND STAFF reports as included in packet; Councilmember Jackson added that he is producing a one-minute video to market Hoschton. Mayor Martin mentioned that "Hoschton" will be added to signs on I-85.

NEW BUSINESS

1. Memorandum of agreement for street light on SR 332/Pendergrass Road at Towne Center Parkway
2. Review of Traffic Study (1st draft) and consideration of approval of a roundabout at the intersection of East Jefferson Street, West Jackson Road, and Maddox Road (Z-23-02 PUD, The Providence Group)

The traffic study determined that a roundabout would work better than a 4-way intersection. The Council must decide if a roundabout is acceptable in lieu of the original zoning conditions requiring a traffic signal and monetary contribution of \$100,000. Planning Staff recommendation is approval.

3. 73 City Square (Hoschton Coffee) door replacement

The \$6500.00 cost would include an accessible ramp, awning, and a new door fitting with the historic architecture of the building.

CITIZEN INPUT

Ace Acevedo, 100 Powell Court, shared his thoughts on increasing foot traffic to downtown businesses; asked City to consider "share" signs on Peachtree to funnel golf cart traffic to downtown from Cresswind and other neighborhoods.

EXECUTIVE SESSION (IF NEEDED) Motion to adjourn to executive session for real estate at 7:33pm by Jackson, seconded by Courter, and all in favor.

Motion to exit executive session at 8:01pm by Jackson, seconded by Courter, and all in favor.

ADJOURN Motion to adjourn the Council Meeting at 8:01pm by Sterling, seconded by Lawson, and all in favor.

ROLL CALL

Debbie Martin, Mayor
Christina Brown, Councilmember
David Brown, Councilmember
Scott Courter, Councilmember
Jonathan Jackson, Councilmember
James Lawson, Councilmember
Fredria Sterling, Councilmember

ALSO PRESENT

Dr. Jerry Weitz, City Planner
Abbott S. Hayes, Jr., City Attorney
Jennifer Harrison, City Manager
Jen Williams, Assistant City Clerk
Media



REGULAR MEETING
MINUTES

CALL TO ORDER at 6:01pm by Mayor Martin

INVOCATION by Jennifer Harrison

PLEDGE OF ALLEGIANCE led by Mayor Martin

AGENDA APPROVAL Motion to approve with no changes by Jackson, seconded by Courter, and all in favor.

NEW BUSINESS

1. **Z-24-01 Rezoning (formerly Z-23-13):** Southeastern Property Developers, LLC, applicant, seeks to rezone to PUD (Planned Unit Development) five parcels of land totaling 12.74 acres from the existing zoning shown below:

- (1) 1909, LLC, property owner, rezone from C-1, Neighborhood Business District, 1.7 acres (Map/Parcel 120/014A) fronting approximately 150 feet on the east side of State Route 53 and fronting approximately 360 on the south side of Pendergrass Road (SR 332); and
- (2) Hilliard L. Lott, property owner, rezone from R-1, Single Family Low Density District, 2.73 acres (Map/Parcel 120/014) fronting on the south side of Pendergrass Road (SR 332); and
- (3) Queen Frank as Trustee of The Queen Family Trust, property owner, from C-2 (General Commercial/Highway Oriented District) 2.31 acres (Map/Parcel 120/013H), fronting on the south side of Pendergrass Road/SR 332 and fronting on the west side of Towne Center Parkway); and
- (4) Queen Frank as Trustee of The Queen Family Trust, property owner, from C-2 (General Commercial/Highway Oriented District) 4.14 acres (Map/Parcel 120/013G) between Pendergrass Road (SR 332) and Towne Center Parkway; and
- (5) Queen Frank as Trustee of The Queen Family Trust, property owner, from C-2 (General Commercial/Highway Oriented District) 1.86 acres (Map/Parcel 120/013M) fronting on the southeast side of Towne Center Parkway.

Proposed uses: 292 luxury apartments and a brew pub.

Motion to Deny by C. Brown, seconded by Jackson, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; JACKSON-YES]

2. **V-24-01 Variance:** City of Hoschton, applicant, for Towne Center 53, LLC, Property Owner, seeks a variance 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 waive or reduce the required front building setback of the proposed Peachtree Road Extension right of way (east property line) from 15 feet to 5 feet or 0 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) (C-2 zoning). Proposed use: Commercial.

Motion to Approve by D. Brown, seconded by Courter, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; JACKSON-YES]

3. **Ordinance O-2024-02:** An Ordinance Amending the Code of Ordinances of the City of Hoschton, Georgia, Chapter 3, "Administration," Article VIII, "Boards and Commissions" To Adopt a New Section 3-801, "Planning and Zoning Commission;" To Repeal Conflicting Ordinances; To Provide For Severability; To Provide an Effective Date; and for Other Purposes

First Reading.

4. **Ordinance O-2024-03:** An Ordinance To Amend the Hoschton Subdivision and Land Development Ordinance, Article III, "General Provisions," Section 303, "City Council Authority" To Retitle Said Section and Assign Roles to The Hoschton Planning Commission; To Amend Article IV, "Preliminary Plat," Section 405, "Preliminary Plat Process Administration," To Repeal the Existing Process Flow Chart and To Adopt a New Process Flow Chart; To Adopt a New Section 408, "Planning Commission Review and Recommendation," To Amend Section 1204, "Variances" To Establish a Role For The Planning Commission; To Amend Section 1207, "Amendment" to Establish a Role for the Planning Commission;" To Repeal Conflicting Ordinances; To Provide for Severability; To Provide an Effective Date; and For Other Purposes

First Reading.

5. **Ordinance TA 2024-01:** An Ordinance To Amend the Hoschton Zoning Ordinance, Article I, "General," Section 1.04, "Purposes," Paragraph 5 to Assign Roles to the Hoschton Planning and Zoning Commission; To Amend Article VIII, "Zoning Amendments and Applications," Section 8.01, "Procedures for Calling and Conducting Public Hearings," Section 8.02, "Text Amendments," Section 8.03, "Amendment to the Official Zoning Map," Section 8.04, "Conditional Uses," and Section 8.05, "Variances" To Assign Roles For The Planning Commission; To Repeal Conflicting Ordinances; To Provide for Severability; To Provide an Effective Date; and for Other Purposes

First Reading.

6. Memorandum of agreement for street light on SR 332/Pendergrass Road at Towne Center Parkway

Motion to Approve by Jackson, seconded by Martin, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; JACKSON-YES]

7. Approval of a roundabout at the intersection of East Jefferson Street, West Jackson Road, and Maddox Road (Z-23-02 PUD, The Providence Group)

Motion to Approve by D. Brown, seconded by Jackson, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; JACKSON-YES]

8. 73 City Square (Hoschton Coffee) door replacement

Motion to table until additional quotes can be obtained by D. Brown, seconded by C. Brown, and all in favor.

[MARTIN-YES; C. BROWN-YES; D. BROWN-YES; COURTER-YES; JACKSON-YES]

Mayor Martin mentioned an opportunity for residents to donate items to the upcoming Jackson County Special Olympics event in April. Donations of small prizes, individual size chips, and CapriSuns may be dropped off to City Hall by April 8th.

ADJOURN *Motion to adjourn at 6:06pm by Courter, seconded by Jackson, and all in favor.*

ROLL CALL

PRESENT:

Debbie Martin, Mayor
David Brown, Mayor Pro-Tem
Christina Brown, Councilmember
Scott Courter, Councilmember
Jonathan Jackson, Councilmember

ALSO PRESENT:

Jennifer Harrison, City Manager
Jen Williams, Asst. City Clerk
Media

ABSENT:

James Lawson, Councilmember
Fredria Sterling, Councilmember

Hoschton Council Retreat
March 26, 2024-March 28, 2024
Hoschton Community Center
65 City Square, Hoschton



DRAFT MINUTES

Tuesday, March 26th

9:00am-11:30am – Council Issues/Relations
11:30am-12:30pm – Lunch break for Mayor, Council & Consultants
12:30pm-1:30pm – DCA (Department of Community Affairs)
1:30pm-2:30pm – GMA (Georgia Municipal Association)
2:30pm-3:00pm – Break
3:00pm-4:00pm – Wrap up / Final Reflection of day
Executive Session (if needed)

9:00am—Call to order by Mayor Martin.

9:01am—Motion to go into executive session to discuss litigation and personnel by Sterling, seconded by D. Brown, and all in favor.

10:04am—Motion to come out of executive session by Courter, seconded by D. Brown, and all in favor.

City Manager Jennifer Harrison gave a presentation discussing city-owned rental properties, the Mulberry Park project, a future parking deck, the upcoming public works building, the cemetery, and the new basketball court. She also discussed the collection and purpose of stormwater fees, impact fees, property taxes, SPLOST, and LOST.

Harrison asked Council for their thoughts on what to do with the 20-year-old playground equipment currently located near the Depot and also sought Council input on what to do with the Darby building regarding location. Mayor and Councilmembers unanimously decided that the Darby building would be best seen and appreciated by Citizens if moved to the new Mulberry Park.

City Attorney Abb Hayes explained the role and powers of the City Council, highlighted policies and procedures, and discussed the importance of behaving ethically.

[Council chose to continuing working as they ate lunch]

12:17pm—Motion to go into executive session to discuss real estate by D. Brown, seconded by Lawson, and all in favor.

12:30pm—Motion to come out of executive session by Courter, seconded by D. Brown, and all in favor.

Beth Eavenson, Region 5 Representative for the Georgia Department of Community Affairs, explained the many program, grant, and loan options available to the City.

Sherri Bailey, Member Services Consultant from the Georgia Municipal Association, explained the programs and services offered to cities by GMA.

Mayor and Council discussed changing the number of planned members of the Planning & Zoning Commission back to 7, instead of 5 (as discussed at the last council meeting). All agreed that 7 would be best since there were so many quality applicants.

3:30pm—Motion to adjourn by D. Brown, seconded by Sterling, and all in favor.

Present:

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

Also Present:

Abbott S. Hayes, Jr, City Attorney
Jennifer Harrison, City Manager
Jen Williams, Assistant City Clerk

Absent:

Jonathan Jackson, Councilmember

WEDNESDAY, MARCH 27th

9:00am-11:30am – DDA (Downtown Development Authority)
11:30am-12:30pm – Lunch break for Mayor, Council & Consultants
12:30pm-2:30pm – City Planning for present and future
2:30pm-3:00pm – Break
3:00pm-4:00pm – Wrap up / Final Reflection of day
Executive Session (if needed)

9:00am—Call to order by Mayor Martin.

Hoschton Downtown Development Authority Chair Tracy Jordan began by emphasizing that the DDA's role is to serve as a bridge between the government and private sector/businesses. The DDA will focus on using real estate to accomplish its goals. The DDA and the City will be the most productive if they can trust one another.

Co-Chair Dr. Sri Kumar explained the need to develop 3-, 5-, and 7-year plans. The DDA will hold a half-day retreat in July to brainstorm and establish these plans, perhaps using the UGA design charette completed two years ago as a starting point. The planning stage of the GDOT lifepath project has been on hold waiting on go-ahead from the City. Once completed, it will provide great connectivity to downtown businesses from all over the city.

DDA Board Member Dr. Marsha Hunter also serves on the Historic Preservation Committee (which falls under the DDA umbrella). She is excited about using the new archive catalog software to begin organizing Hoschton's historical artifacts.

Consultant Gary Fesperman shared that the relationship between the DDA and the City Council is key in taking the vision from inception to implementation. He gave examples of how a DDA can use

real estate acquisition to further business development and to generate funds that will build up the DDA bank account. Fesperman emphasized that it will be difficult to accomplish large projects without a paid staffer; DDA could consider use of interns, donors, and fundraising to offset the cost. He further suggested narrowing the initial focus to the immediate downtown City Square area to generate the biggest impact.

Downtown beautification ideas: corner directional signs displaying City Sq. business names, uplighting, rooftop lighting, and murals.

DDA wants to bring back the newsletter used to feature Hoschton businesses and advertise events. Previously, it was sent out with water bills; might move it to electronic format.

[Council chose to continue working as they ate lunch.]

Dr. Jerry Weitz, Consulting City Planner, joined the Council for the afternoon to talk about impact fees, potential changes to PUD zoning requirements, slow-to-start rezoned projects, and the comprehensive plan.

According to the annexation agreement with Jackson County, Hoschton will be collecting the road impact fees imposed by the county on the development. These impact fees will be spent by the county for the benefit of Hoschton. The Council will need to decide how to direct that spending, which must increase capacity and cannot be used for maintenance of existing roads. Ideas mentioned: 53 Bypass (Hwy 60 to Hwy 332 to Jackson Trail), widen Peachtree Rd, purchase of right-of-way/property for roads, corridor map roads. (For example, these fees are not to be used to re-route school traffic.)

The Council would like to tighten the requirements for PUD rezoning applications. They would like to see the zoning classification used for true mixed commercial and residential developments (live, work, play communities) instead of high-density residential with commercial thrown in as an afterthought. On a related note, Dr. Weitz recommended making the “mixed-use” zoning classification inactive.

Discussion was had regarding properties that have had rezoning applications approved, but with no work started. Council would like to initiate a limit on the amount of time allowed to pass with no work started. It is difficult to plan for water/sewer capacity timelines with these potential projects lingering.

2:53pm—Motion to adjourn by Lawson, seconded by D. Brown, and all in favor.

Present:

Debbie Martin, Mayor
David Brown, Mayor Pro-Tem
Christina Brown, Councilmember
Scott Courter, Councilmember
James Lawson, Councilmember
Fredria Sterling, Councilmember
Jonathan Jackson, Councilmember (10:51am-12:00pm)

Also Present:

Dr. Jerry Weitz, Consulting City Planner
Jennifer Harrison, City Manager
Jen Williams, Assistant City Clerk

THURSDAY, MARCH 28th

9:00am-11:30am – EMI (Engineering Management, Inc)

11:30am-12:30pm – Lunch break for Mayor, Council & Consultants

12:30pm-2:30pm – EMI (Engineering Management, Inc)

2:30pm-3:00pm – Break

3:00pm-4:00pm – Wrap up / Final Reflection of day

Executive Session (if needed)

9:04am—Call to order by Mayor Martin.

Jerry Hood and Chip McGaughey from Engineering Management, Inc gave a detailed presentation on the status of water and wastewater in Hoschton.

Water: Hoschton is well-positioned to have a lot of redundancy in its water supply, meaning the City will have plenty of water from multiple sources. Along with its own wells, Hoschton has purchase agreements in place with Jackson County and Braselton, and is close to finalizing an agreement with Barrow County.

The new booster pump should be online by Winter and will enable the new 500,000 gallon North water tank to be filled. The recently approved 750,000 gallon South water tank should be constructed 2024-2025.

Hoschton scores well on its water loss audit, but there is some room for improvement. Consider having a leak detection survey performed to identify leaks in city water supply; Georgia Rural Water could be a cheap option.

Wastewater: The Council is expected to award the construction of the wastewater treatment facility expansion (Phase 2) at its April meeting. The expansion to .95MGD will enable the City to treat 950,000 gallons of wastewater daily. A later Phase 3 will increase wastewater treatment capacity to 2,000,000 gallons per day.

Stormwater: Short- and long-term plans and improvements

Future Projects: Mulberry Park, Public Works Building, Proposed Parking Deck

2:38pm—Motion to adjourn by Courter, seconded by C. Brown, and all in favor.

Present:

Debbie Martin, Mayor

David Brown, Mayor Pro-Tem

Christina Brown, Councilmember

Scott Courter, Councilmember

James Lawson, Councilmember

Fredria Sterling, Councilmember

Also Present:

Brett Day, Director of Utilities

Jennifer Harrison, City Manager

Jen Williams, Assistant City Clerk

Jerry Hood, EMI

Chip McGaughey, EMI

Absent:

Jonathan Jackson, Councilmember

Approved:

Debbie Martin, Mayor

Date

Jennifer Williams, Assistant City Clerk

OLD BUSINESS

ITEM #1

Ordinance 0-2024-02

Amending the Code of Ordinances

Re: Planning & Zoning Commission

1st Reading: March 19, 2024

2nd Reading: April 30, 2024

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE O-2024-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF HOSCHTON, GEORGIA, CHAPTER 3, "ADMINISTRATION," ARTICLE VIII, "BOARDS AND COMMISSIONS" TO ADOPT A NEW SECTION 3-801, "PLANNING AND ZONING COMMISSION"; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City of Hoschton desires to establish a Planning and Zoning Commission and provide for its composition, membership, functions, and meetings; and

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

Section 1.

The Code of Ordinances of the City of Hoschton, Georgia, Chapter 3, "Administration," Article VIII, "Boards and Commissions," is amended to add a new Section 3-801, "Planning and Zoning Commission" as follows:

"Section 3-801 Planning and Zoning Commission"

1. Establishment. The Mayor and City Council recognize that City business is best conducted by reliance on citizen involvement through the use of advisory committees. Accordingly, a Planning and Zoning Commission for the City of Hoschton is hereby established as provided in this section.

2. Appointment and Qualifications. Members of the Planning and Zoning Commission shall be appointed by City Council and shall serve at the pleasure of the City Council. The Commission shall be comprised of seven (7) members. All members of the Commission shall be residents of the City of Hoschton.

3. Term. Initially, the Council shall appoint two members for one-year terms, two members for two-year terms, and three members for three-year terms. After the expiration of the initial terms, the term of office for each member shall be three years.

4. Removal. The City Council may remove any member by majority vote at a regularly scheduled City Council meeting.

5. Vacancies. Vacancies occurring prior to expiration of a term shall be filled by appointment for the unexpired portion of the term.

6. Conflict of Interest. Any member of the Planning Commission who has a property interest in any real property affected by a rezoning action to be considered by the Hoschton City Council, or has a financial interest in any business entity which has a property interest in any real property affected by a rezoning action to be considered by the Hoschton City Council, or who has a family member with such a real property interest or financial interest in a business entity, pursuant to O.C.G.A. 36-67A-2, shall immediately disclose the nature and extent of such interest, in writing, to the Hoschton City Council. The planning commissioner who has an interest as defined in this paragraph shall disqualify himself from voting on the rezoning action. The disqualified planning commissioner shall not take any other action on behalf of himself or herself or any other person to influence action on the application for rezoning. The disclosures provided for in this paragraph shall be a public record and available for public inspection at any time during normal working hours. A member of the Commission may raise the question of conflict of interest of another member regarding a specific issue that is before the Commission. A majority vote of those planning commissioners without such conflict shall determine if such conflict does exist.

8. Officers and Duties.

A. Chairperson. The members of the Planning Commission shall annually elect a chairperson. His/her term of office shall be one year but renewable without restriction. The chairperson shall decide all points of order and procedures. The chairperson may make motions and vote in all matters that come before the Commission.

B. Vice-Chairperson. The members of the Planning Commission shall annually elect a vice-chairperson. His/her term of office shall be for one year but renewable without restriction. The vice chairperson shall serve as acting chairperson in the absence of the chairperson. When acting as chairperson, the vice-chairperson shall have the same powers and duties as the chairperson.

C. Minutes. The commission shall keep records, including an agenda and minutes of every meeting. Meeting minutes shall indicate all votes taken by the members and those members who are in attendance and who are absent from the meeting.

9. Compensation, Quorum, Meetings and Duties.

A. Compensation. The members of the Planning Commission shall not be compensated for their services, but shall be reimbursed for any training and travel expenses approved by City Council.

B. Quorum. A majority of the Commission (four members) shall constitute a quorum for purposes of conducting business.

C. Meetings. The commission shall hold regular meetings once a month on a date of the week and at a time and place approved by the city; provided, however, that the commission shall not be required to meet if there is no business to conduct. Whenever there is no business for the Planning Commission, the city shall notify members at least 48 hours prior to the scheduled meeting that the upcoming regularly scheduled meeting has been canceled. The chair may call a special meeting of the commission, subject to compliance with applicable open meeting laws.

D. Duties. It shall be the duty of the commission to provide recommendations to the City Council regarding the adoption and implementation of the City's comprehensive plan and to serve in those roles assigned to it by the Hoschton zoning ordinance and the subdivision and land development ordinance of the city, as well as any other ordinance that assigns functions to the commission."

Section 2.

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

Section 3.

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

Section 4.

The ordinance shall become effective immediately upon its adoption.

Adopted this 30th day of April, 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 ordinance was adopted as stated and will be recorded in the official minutes.

Ordinance O-24-02 Planning Commission

ATTEST:

Jennifer Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

F:\Planning & Zoning\Jerry Weitz 2020\Planning Commission 2024 Reconstitut\Ordinances March 2024\O-2024-02.docx

OLD BUSINESS

ITEM #2

Ordinance 0-2024-03

Amending the Subdivision and Land Development Ordinance

Re: Planning & Zoning Commission

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE O-2024-03

AN ORDINANCE TO AMEND THE HOSCHTON SUBDIVISION AND LAND DEVELOPMENT ORDINANCE, ARTICLE III, "GENERAL PROVISIONS," SECTION 303, "CITY COUNCIL AUTHORITY" TO RETITLE SAID SECTION AND ASSIGN ROLES TO THE HOSCHTON PLANNING COMMISSION; TO AMEND ARTICLE IV, "PRELIMINARY PLAT," SECTION 405, "PRELIMINARY PLAT PROCESS ADMINISTRATION," TO REPEAL THE EXISTING PROCESS FLOW CHART AND TO ADOPT A NEW PROCESS FLOW CHART; TO ADOPT A NEW SECTION 408, "PLANNING COMMISSION REVIEW AND RECOMMENDATION," TO AMEND SECTION 1204, "VARIANCES" TO ESTABLISH A ROLE FOR THE PLANNING COMMISSION; TO AMEND SECTION 1207, "AMENDMENT" TO ESTABLISH A ROLE FOR THE PLANNING COMMISSION;" TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City of Hoschton desires to establish a Hoschton Planning and Zoning Commission (Planning Commission, for brevity) and assign it functions with regard to the review of preliminary plats, variances to the terms of the subdivision and land development ordinance, and amendments to the subdivision and land development ordinance; and

WHEREAS, Notice of a public hearing before the Hoschton City council was published in a newspaper of general circulation within the City of Hoschton as required by the Hoschton subdivision and land development ordinance; and

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

Now, therefore, Council of the City of Hoschton hereby ordains that the Hoschton Subdivision and Land Development Ordinance, adopted April 4, 2016, as most recently amended December 18, 2023, is hereby amended in the following respects:

Section 1.

The Hoschton subdivision and land development ordinance, Article III, "General Provisions," Section 303, "City Council Authority," is retitled and amended as follows:

"Sec. 303. **Planning Commission and** City Council Authority.

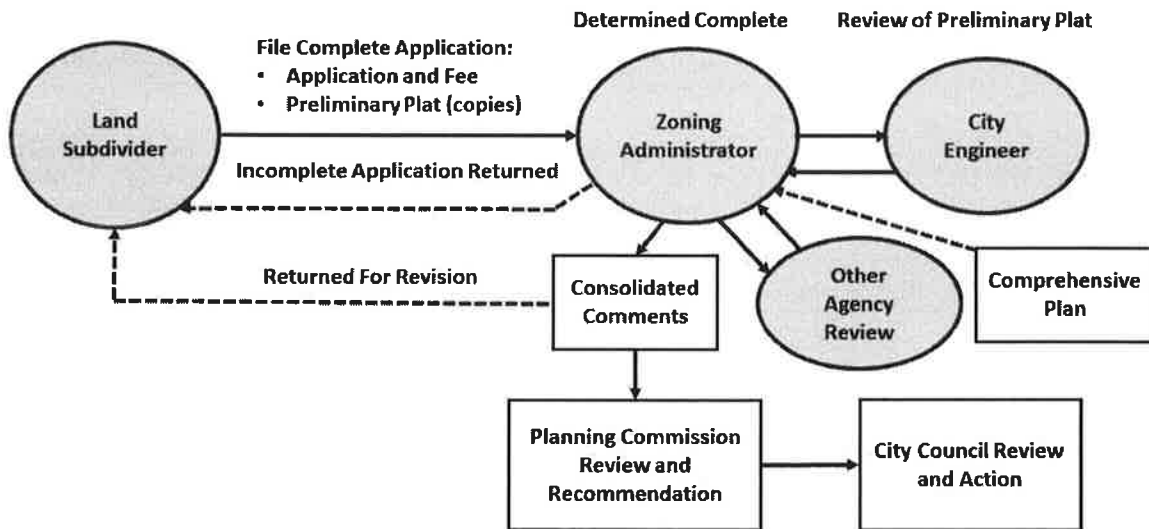
The Planning Commission, as established in the city code, shall have the authority and duty to make recommendations to the City Council regarding preliminary plats for major subdivisions and applications for a variance to the strict terms of this Ordinance. The Hoschton City Council shall review and have decision making authority on applications for

preliminary plat approval and final plat approval for major subdivisions, and applications for a variance to the strict terms of this Ordinance.

Section 2.

The Hoschton subdivision and land development ordinance, Article IV, “Preliminary Plat,” Section 405, “Preliminary Plat Process Administration,” that figure titled “Preliminary Plat” is hereby repealed and replaced with the following figure:

PRELIMINARY PLAT



Section 3.

The Hoschton subdivision and land development ordinance, Article IV, Section 408, “Reserved,” is amended to adopt a new Section 408, retitled “Planning Commission Review and Recommendation,” to read as follows:

“Sec. 408. ~~Reserved~~ Planning Commission Review and Recommendation.

- (a) Upon completion of the agency review for a preliminary plat and plat application, the Zoning Administrator shall schedule the preliminary plat application for the next regularly scheduled meeting of the Planning Commission and forward all pertinent materials in the application to the commission for review and recommendation.
- (b) The applicant or his or her authorized representative shall attend the Planning Commission meeting at which preliminary plat approval is sought. The Planning Commission may elect to take no action on a preliminary plat application unless the subdivider or his or her authorized representative is present.

- (c) Meetings of the Planning Commission during which a preliminary plat is considered shall be open to the public, but the Planning Commission shall not be required to provide notice to adjacent or nearby property owners of the application and shall not be required to convene a public hearing on the matter. This shall not preclude the Planning Commission from recognizing and hearing from any member of the public, when in its judgment it may be advantageous to do so.
- (d) The Planning Commission shall recommend approval, conditional approval, or denial of the application within thirty-five (35) calendar days from the date it first considers a preliminary plat application at one of its public meetings. The time limitation imposed in this Section shall be suspended when an applicant fails to attend the meeting at which his preliminary plat application is scheduled for consideration by the Planning Commission.
- (e) The basis of the Planning Commission’s review of and action on a preliminary plat shall be whether the preliminary plat meets the purposes and requirements of this Ordinance and other applicable laws and is consistent with the comprehensive plan.”

Section 4.

The Hoschton subdivision and land development ordinance, Article XII, “Administrative and Legal Status Provisions,” Section 1204, “Variances,” is amended to read as follows:

“Sec. 1204. Variances.

- (a) Standard for Approval of Variances. Upon application by the subdivider or land developer and after review by the Planning Commission, the Hoschton City Council shall be authorized to grant a variance or variances upon a showing that one or more of the following criteria has been met:
 - 1. There are unusual, exceptional or extraordinary circumstances or conditions applying to the property that do not apply generally to other property in the same vicinity or use district, and such conditions are not the result of the owner’s or occupant’s own actions. Such conditions may include topography, unique natural conditions, surroundings of the subject property, or the size or peculiar shape of the lot.
 - 2. As a result of such unusual circumstance or conditions, there is an unnecessary hardship or practical difficulties that render it difficult to carry out the provisions of this Ordinance.
 - 3. The authorization of such variance will not be materially detrimental to the public welfare or injurious to property in the vicinity or district in which the property is located, and the variance will be in harmony with the general purposes and intent of the provisions of this Ordinance.

4. The variance approved is the minimum variance that will reasonably make possible the legal use of the lots, land, building or structure.

(b) Procedure for Obtaining Variance.

1. Application. Application for a variance shall be filed with the Zoning Administrator on a form prescribed by the City.
2. **Hearing before Planning Commission. Upon receiving a completed application for a variance, the Zoning Administrator shall arrange for the application to be scheduled for public hearing before the Planning Commission. The applicant shall be notified in writing of the date, time, and place of the hearing. The public shall be given notice of the date, time, place, and nature of the hearing by publication in the City's legal organ at least fifteen (15) days prior to the public hearing. At the public hearing, the applicant shall have an opportunity, personally or through counsel, to present evidence and argument in support of his or her application for a variance.**
3. **Recommendations and Report to Council. The Planning Commission shall review the application at the advertised public hearing. The Planning Commission shall determine whether the evidence supports a finding that the required criteria have been met and recommend approval, conditional approval, or denial of the application to the Hoschton City Council. The Zoning Administrator may write a report and provide findings or recommendations, including conditions of approval.**
4. Hearing before Hoschton City Council. The Hoschton City Council shall consider and act upon (i.e., approve, conditionally approve, or deny) the variance application after conducting a public hearing and considering the recommendations of the Planning Commission and, if provided, those findings and recommendations of the Zoning Administrator. The applicant shall be notified in writing of the date, time, and place of the hearing held by the Hoschton City Council, by written mail, personal service, or electronic mail, at least fifteen (15) days prior to the public hearing. The public shall be given notice of the date, time, place, and nature of the hearing by publication in the City's legal organ at least fifteen (15) days prior to the public hearing. At the public hearing, the applicant shall have an opportunity, personally or through counsel, to present evidence and argument in support of his or her application for a variance.
5. Posted Notice of Hearing. In addition to any notice of hearing already specified in this Section, at least fifteen (15) days prior to any public hearing referenced in this Section, the City shall post at least one (1) sign in a conspicuous location on the property where a variance is sought, stating the date, time, and place of the hearing and specifying the name and address of the current owner of the property, the location of the property, the current zoning district of the property, and the nature of the proposed variance. The sign shall remain on the property until the public

Ordinance O-2024-03 Subdivision and Land Development Ordinance Amendment

hearing is held. The City is authorized to charge the applicant a fee for any such sign to cover any costs incurred for its preparation, installation, and removal.

- (c) Compliance with Conditions of Variance and Approved Plans. Compliance with any conditions imposed in the Hoschton City Council’s approval of a variance, and adherence to the submitted plans, as approved, is required. Any departure from such conditions of approval and approved plans constitutes a violation of this Ordinance and invalidates any variance issued subject to such conditions.”

Section 5.

The Hoschton subdivision and land development ordinance, Article XII, “Administrative and Legal Status Provisions,” Section 1207, “Amendment,” is amended as follows:

“Sec. 1207. Amendment.

The Hoschton City Council may amend this Ordinance in a manner consistent with Georgia law. Before enacting such amendment to this Ordinance, **the Planning Commission shall hold a public hearing and provide a recommendation on the proposed amendment.** The Hoschton City Council shall hold a public hearing thereon, notice of which shall be published at least fifteen (15) days prior to such hearing in the City’s legal organ or a newspaper of general circulation in the City.”

Section 6.

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

Section 7.

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

Section 8.

This ordinance shall become effective immediately upon its adoption.

Adopted this ____ day of April, 2024.

Debbie Martin, Mayor

Ordinance O-2024-__ Subdivision and Land Development Ordinance Amendment

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

ATTEST:

Jennifer Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

OLD BUSINESS

ITEM #3

Ordinance TA-2024-01

Amending the Hoschton Zoning Ordinance

Re: Planning & Zoning Commission

CITY OF HOSCHTON
STATE OF GEORGIA

ORDINANCE TA 2024-01

AN ORDINANCE TO AMEND THE HOSCHTON ZONING ORDINANCE, ARTICLE I, “GENERAL,” SECTION 1.04, “PURPOSES,” PARAGRAPH 5 TO ASSIGN ROLES TO THE HOSCHTON PLANNING AND ZONING COMMISSION; TO AMEND ARTICLE VIII, “ZONING AMENDMENTS AND APPLICATIONS,” SECTION 8.01, “PROCEDURES FOR CALLING AND CONDUCTING PUBLIC HEARINGS,” SECTION 8.02, “TEXT AMENDMENTS,” SECTION 8.03, “AMENDMENT TO THE OFFICIAL ZONING MAP,” SECTION 8.04, “CONDITIONAL USES,” AND SECTION 8.05, “VARIANCES” TO ASSIGN ROLES FOR THE PLANNING COMMISSION; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, The City of Hoschton seeks to assign a role for the Hoschton Planning and Zoning Commission (“Planning Commission” for brevity) with regard to the review and recommendations pertaining to applications for text amendments, amendments to the official zoning map, conditional uses, and variances; and

WHEREAS, Notice of public hearings was published in a newspaper of general circulation within the City of Hoschton as required by the zoning procedures law and the Hoschton zoning ordinance for text amendments; and

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

Now, therefore, Council of the City of Hoschton hereby ordains that the Hoschton Zoning Ordinance adopted January 4, 2016, most recently amended September 18, 2023, is hereby amended in the following respects:

Section 1.

The Hoschton zoning ordinance, Article I, “General,” Section 1.04, “Purposes,” paragraph 5 is amended as follows:

5. ~~Reserved~~ **To assign to the planning commission roles and responsibilities with regard to amendments to the text of this zoning ordinance, applications for amendments to the official zoning map, applications for conditional use, and application for variances, and;**

Section 2.

The Hoschton zoning ordinance, Article VIII, “Zoning Amendments and Applications,” Section 8.01, “Procedures for Calling and Conducting Public Hearings,” paragraphs 1, 2, 4, and 13 are amended as follows:

“Section 8.01. Procedures for Calling and Conducting Public Hearings.

1. Applicability. Public hearings held by the Hoschton City Council as required by this ordinance with regard to rezoning requests (amendments to the official zoning map), applications for conditional uses, applications for variances, and appeals of any administrative decision shall be called and conducted in accordance with the procedures of this section. **If the Planning Commission elects to hold a public hearing or is otherwise obligated to hold a public hearing per the requirements of this ordinance, then the Planning Commission shall call and conduct its public hearings in accordance with this section, and this section shall in such cases be interpreted accordingly.** Nothing in this section shall be construed as prohibiting the presiding officer from conducting a public hearing in a fair, orderly, and decorous manner.
2. Presiding Officer. The presiding officer shall preside over the public hearing. In the case of the Hoschton City Council, the Mayor shall preside, or in the absence of the Mayor the Mayor Pro Tempore shall preside, or in the absence of both the Mayor and Mayor Pro Tempore, another member of the City Council shall be designated to preside over the public hearing. **In the case of the Hoschton Planning Commission, if a public hearing is required or held, the chairperson of said commission shall preside, or in the absence of the chairperson, the vice chairperson, or if neither is present to preside, another member of the commission shall be designated to preside.**
4. Report of Zoning Administrator. Upon opening the public hearing, the presiding officer may recognize the Zoning Administrator, who may provide a summary of the application and present any recommendations or results of investigations. **The Zoning Administrator shall also summarize the recommendations made by the Planning Commission.** Any member of the City Council upon recognition by the presiding officer may ask questions of the Zoning Administrator or designee or other city representative providing a report or recommendations. The Zoning Administrator may be represented at the public hearing by written report in lieu of oral testimony.
13. Decision. After the public hearing is closed, the City Council may either vote upon the application or may delay its vote to a subsequent meeting, subject to the limitations of this article, provided that notice of the time, date and location when such application will be further considered shall be announced at the meeting during which the public hearing is held. After hearing evidence, in making a decision, the City Council will apply the evidence to the criteria specified in this article for the application in question and other considerations and recommendations as may be considered appropriate. If the City Council determines from the evidence presented by the applicant has shown that the proposed application promotes the health, safety, morals, and general welfare under applicable criteria, then the application shall be granted, subject to those reasonable conditions as may be imposed by the City Council on its own initiative or as recommended by the ~~Zoning Administrator~~ **Planning Commission**. Otherwise, such application shall be denied.

Section 3.

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," Section 8.02, "Text Amendments," is amended as follows:

1. Authority to Amend. The City Council may amend any article or section of this zoning ordinance, subject to compliance with the requirements of this section.
2. Authority to Initiate. An application to amend this zoning ordinance may be initiated by the City Council, ~~or~~ **the Planning Commission, or** the Zoning Administrator with prior consent of the Mayor. In addition, any person, firm, corporation, or agency may initiate by application to the Zoning Administrator a proposal to amend the text of this zoning ordinance, provided said individual, firm, corporation, or agency is the owner or owner's agent of property in the city and the amendment sought pertains in some way to said property within the city, and provided further that the applicant has attended a pre-application meeting with the Zoning Administrator to discuss the amendment proposal prior to filing.
3. Application. Applications to amend the text of this zoning ordinance shall require submittal of an application fee, application form, and proposed text amendment in a form approved in advance by the Zoning Administrator. The Zoning Administrator shall waive the application fee required by this section when an application is initiated by the City Council or the **Planning Commission or** Zoning Administrator.
4. ~~Reserved.~~ **Referral to and Recommendation by Planning Commission. Upon receipt of a completed application for a text amendment or within a reasonable time thereafter, the Zoning Administrator shall refer the text amendment to the Planning Commission. The meeting at which the Planning Commission considers a text amendment shall be open to the public, but the Planning Commission meeting shall not be required to be an advertised public hearing and the Planning Commission shall not be obligated to but may hold a public hearing on the text amendment. The Planning Commission shall make a recommendation on the text amendment within 35 days of the meeting it is first scheduled to consider the text amendment, and its recommendation shall be submitted to the City Council. The Planning Commission may submit any additional report it deems appropriate. The applicant will be notified in writing by the Zoning Administrator of the recommendation within seven (7) working days of the decision. The recommendation and any report shall upon publication be available upon request to the public. The recommendation of the Planning Commission shall have an advisory effect only and shall not be binding on the City Council.**
5. Notice of City Council Public Hearing. At least 15 but not more than 45 days prior to the date of the public hearing before the City Council, the Zoning Administrator shall cause to be published within a newspaper of general circulation within the territorial boundaries of the city a notice of the public hearing on the text amendment. The notice shall state the time, place, and purpose of the public hearing.

6. City Council Public Hearing and Action. The City Council shall hold a public hearing on the text amendment as advertised **and after review and recommendation by the Planning Commission. In the event that the Planning Commission has not submitted its report and the public hearing has already been advertised, the City Council may elect to proceed with the advertised and scheduled public hearing, or it may reschedule and re-advertise the public hearing for a day after which the Planning Commission's recommendation will be available.** In rendering a decision on any such text amendment, the City Council shall consider all information supplied by the Zoning Administrator **and the Planning Commission**, any information submitted by the applicant, and any information presented at the public hearing. The City Council may approve or disapprove the proposed text amendment as written, or it may modify the proposed text amendment and approve it as modified. The applicant will be notified in writing by the Zoning Administrator of the decision within seven (7) working days of the decision.
7. Withdrawal. Any application for an amendment to the text of this zoning ordinance may be withdrawn at any time at the discretion of the person or entity initiating such a request upon notice to the Zoning Administrator, up until the public hearing by the City Council. When any application for a text amendment is initiated by a party other than the City Council, **or the Planning Commission or the Zoning Administrator,** no refund of the required application fee or portion thereof shall be made once the text amendment has been scheduled for public hearing.

Section 4.

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," Section 8.03, "Amendment to the Official Zoning Map," is amended as follows:

1. Authority to Amend. The City Council may amend any boundary of a zoning district as shown on the official zoning map, subject to compliance with the requirements of this section.
2. Authority to Initiate. An application to amend the official zoning map may be initiated by the City Council. In addition, any person, firm, corporation, or agency may initiate by application to the Zoning Administrator a proposal to amend the official zoning map, provided said individual, firm, corporation, or agency is the owner or owner's agent of the property involved in said application.
3. Application. Applications to amend the official zoning map shall require submittal of an application fee, application form, and supporting materials specified by this. No application described in this section shall be processed by the Zoning Administrator unless it is found to be complete with regard to application materials, payment of fees, supportive materials, and any other application requirements specified by this section. If an application described and regulated by this section does not comply with all the submission requirements of this section, the Zoning Administrator may reject the

application and refuse to process it. The Zoning Administrator shall waive the application fee required by this section when an application is initiated by the City Council.

4. Application Requirements. No application specified in this section shall be processed by the Zoning Administrator unless it meets the requirements of this section as follows:
 - (a) Application fee as established by resolution of the City Council;
 - (b) Application form furnished by the Zoning Administrator, including signed and notarized signature of property owner;
 - (c) Metes and bounds legal description of the property;
 - (d) Boundary survey plat of the property; provided, however, that where no survey is available the Zoning Administrator may but is not obligated to, accept a map of the subject property from the Jackson County Tax Assessors or other reliable source;
 - (e) Letter of intent describing the proposed use of the property or other action requested, which may include any special conditions voluntarily made by the applicant as a part of the request. The applicant is also strongly encouraged to address the extent to which the application meets the criteria specified in this section for amendments to the official zoning map; and
 - (f) Site plan of the property and proposed development at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements. Site plans must show existing roads and streams, flood plains and wetlands where applicable, existing and proposed buildings and structures, parking and loading areas as may be applicable, areas of existing vegetation or parts of the site to be landscaped, conceptual information about drainage and stormwater management, and other information as reasonably required by the Zoning Administrator. Site plans may be waived for rezoning applications for agricultural or residential zoning districts.

5. ~~Reserved.~~ **Referral to and Recommendation by Planning Commission. Upon receipt of a completed application to amend the official zoning map or within a reasonable time thereafter, the Zoning Administrator shall refer the application to the Planning Commission. The meeting at which the Planning Commission considers the application shall be open to the public, but the Planning Commission meeting shall not be required to be an advertised public hearing and the Planning Commission shall not be obligated to but may hold a public hearing on the application. The Planning Commission shall make a recommendation on the application within 35 days of the meeting it is first scheduled to consider the application, and its recommendation shall be submitted to the City Council. The Planning Commission may submit any additional report it deems appropriate. The applicant will be notified in writing by the Zoning Administrator of the recommendation within seven (7) working days of the decision. The recommendation and any report shall**

upon publication be available upon request to the public. The recommendation of the Planning Commission shall have an advisory effect only and shall not be binding on the City Council.

6. Notice of City Council Public Hearing. At least 15 but not more than 45 days prior to the date of the public hearing before the City Council, the Zoning Administrator shall cause to be published within a newspaper of general circulation within the territorial boundaries of the city a notice of the public hearing on the application. The notice shall state the time, place, and purpose of the public hearing. If the application is initiated by a party other than the City Council, then in addition, notice shall include the location of the property, the present zoning classification of the property, and the proposed zoning classification of the property; and a sign containing said required information shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the public hearing before the City Council and which shall remain through the date of any public hearings advertised thereon.
7. City Council Public Hearing and Action. The City Council shall hold a public hearing on the application as advertised. **In the event that the Planning Commission has not submitted its report and the public hearing has already been advertised, the City Council may elect to proceed with the advertised and scheduled public hearing, or it may reschedule and re-advertise the public hearing for a day after which the Planning Commission's recommendation will be available.** In rendering a decision on any such application, the City Council shall consider all information supplied by the Zoning Administrator **and the Planning Commission**, any information submitted by the applicant, any information presented at the public hearing, and the extent to which the application meets the criteria specified for amendments to the official zoning map as prescribed in this section. The City Council may approve or disapprove the application as proposed, or it may place conditions of approval on the application and approve the application with conditions. The applicant will be notified in writing by the Zoning Administrator of the decision within seven (7) working days of the decision.
8. Withdrawal. Any application for an amendment to the official zoning map may be withdrawn at any time at the discretion of the person or entity initiating such a request upon notice to the Zoning Administrator, up until the public hearing by the City Council. When any application is initiated by a party other than the City Council, no refund of the required application fee or portion thereof shall be made once the application has been scheduled for public hearing.
9. Limitations on the Frequency of Filing Applications. No application regulated by this section and affecting the same or any portion of property which was denied by the City Council shall be accepted for filing by a property owner until twelve months shall have elapsed from the date said application was denied by the City Council. The same or any portion of property previously considered in a zoning map amendment which was denied by the City Council may not ~~again~~ be initiated **by the City Council** until the expiration of at least six months immediately following the final decision rendered on the application by the City Council.

Section 5.

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," Section 8.04, "Conditional Uses," is amended as follows:

1. Authority. Upon application, the City Council may approve, conditionally approve, or deny applications for conditional uses as specified in the zoning district regulations of this ordinance, subject to compliance with the requirements of this section.
2. Application. Applications for conditional use approval shall require submittal of an application fee, application form, and supporting materials specified by this section in advance by the Zoning Administrator. No application described in this section shall be processed by the Zoning Administrator unless it is found to be complete with regard to application materials, payment of fees, supportive materials, and any other application requirements specified by this section. If an application described and regulated by this section does not comply with all the submission requirements of this section, the Zoning Administrator may reject the application and refuse to process it.
3. Application Requirements. No application specified in this section shall be processed by the Zoning Administrator unless it meets the requirements of this section as follows:
 - (a) Application fee as established by resolution of the City Council;
 - (b) Application form furnished by the Zoning Administrator, including signed and notarized signature of property owner;
 - (c) Metes and bounds legal description of the property;
 - (d) Boundary survey plat of the property; provided, however, that where no survey is available the Zoning Administrator may but is not obligated to accept a map of the subject property from the Jackson County Tax Assessors or other reliable source;
 - (e) Letter of intent describing the proposed use of the property, which may include any special conditions voluntarily made by the applicant as a part of the request. The applicant is also strongly encouraged to address the extent to which the application meets the criteria specified in this section for conditional uses; and
 - (f) Site plan of the property and proposed development at an appropriate engineering scale showing the proposed use and relevant information regarding proposed improvements. Site plans must show existing roads and streams, flood plains and wetlands where applicable, existing and proposed buildings and structures, parking and loading areas as may be applicable, areas of existing vegetation or parts of the site to be landscaped, conceptual information about drainage and stormwater

management, and other information as reasonably required by the Zoning Administrator.

4. ~~Reserved.~~ **Referral to and Recommendation by Planning Commission. Upon receipt of a completed application for conditional use or within a reasonable time thereafter, the Zoning Administrator shall refer the application to the Planning Commission. The meeting at which the Planning Commission considers the application shall be open to the public, but the Planning Commission meeting shall not be required to be an advertised public hearing and the Planning Commission shall not be obligated to but may hold a public hearing on the application. The Planning Commission shall make a recommendation on the application within 35 days of the meeting it is first scheduled to consider the application, and its recommendation shall be submitted to the City Council. The Planning Commission may submit any additional report it deems appropriate. The applicant will be notified in writing by the Zoning Administrator of the recommendation within seven (7) working days of the decision. The recommendation and any report shall upon publication be available upon request to the public. The recommendation of the Planning Commission shall have an advisory effect only and shall not be binding on the City Council.**
5. Notice of City Council Public Hearing. At least 15 but not more than 45 days prior to the date of the public hearing before the City Council, the Zoning Administrator shall cause to be published within a newspaper of general circulation within the territorial boundaries of the city a notice of the public hearing on the application. The notice shall state the time, place, and purpose of the public hearing. If the application is initiated by a party other than the City Council, then in addition, notice shall include the location of the property, the present zoning classification of the property, and the proposed conditional use of the property; and a sign containing said required information shall be placed in a conspicuous location on the property not less than 15 days prior to the date of the public hearing before the City Council and which shall remain through the date of any public hearings advertised thereon.
7. City Council Public Hearing and Action. The City Council shall hold a public hearing on the application as advertised. **In the event that the Planning Commission has not submitted its report and the public hearing has already been advertised, the City Council may elect to proceed with the advertised and scheduled public hearing, or it may reschedule and re-advertise the public hearing for a day after which the Planning Commission's recommendation will be available.** In rendering a decision on any such application, the City Council shall consider all information supplied by the Zoning Administrator **and the Planning Commission**, any information submitted by the applicant, any information presented at the public hearing, and the extent to which the application meets the criteria specified for conditional uses as prescribed in this section. The City Council may approve or disapprove the application as proposed, or it may place conditions of approval on the application and approve the application with conditions. The applicant will be notified in writing by the Zoning Administrator of the decision within 7 working days of the decision.

8. Withdrawal. Any application for conditional use may be withdrawn at any time at the discretion of the person or entity initiating such a request upon notice to the Zoning Administrator, up until the public hearing by the City Council. When any application is initiated by a party other than the City Council, no refund of the required application fee or portion thereof shall be made once the application has been scheduled for public hearing.
9. Limitations on the Frequency of Filing Applications. No application regulated by this section and affecting the same or any portion of property which was denied by the City Council shall be accepted for filing by a property owner until twelve months shall have elapsed from the date said application was denied by the City Council.

Section 6.

The Hoschton zoning ordinance, Article VIII, "Zoning Amendments and Applications," Section 8.05, "Variances," paragraphs "7" and "10" are amended as follows:

7. ~~Reserved.~~ **Referral to and Recommendation by Planning Commission. Upon receipt of a completed application for variance or within a reasonable time thereafter, the Zoning Administrator shall refer the application to the Hoschton Planning Commission. The meeting at which the Planning Commission considers the application shall be open to the public, but the Planning Commission meeting shall not be required to be an advertised public hearing and the Planning Commission shall not be obligated to but may hold a public hearing on the application. The Planning Commission shall make a recommendation on the application within 35 days of the meeting it is first scheduled to consider the application, and its recommendation shall be submitted to the City Council. The Planning Commission may submit any additional report it deems appropriate. The applicant will be notified in writing by the Zoning Administrator of the recommendation within seven (7) working days of the decision. The recommendation and any report shall upon publication be available upon request to the public. The recommendation of the Planning Commission shall have an advisory effect only and shall not be binding on the City Council.**
10. City Council Public Hearing and Action. The City Council shall hold a public hearing on the application as advertised **and after review and recommendation by the Planning Commission. In the event that the Planning Commission has not submitted its report and the public hearing has already been advertised, the City Council may elect to proceed with the advertised and scheduled public hearing, or it may reschedule and re-advertise the public hearing for a day after which the Planning Commission's recommendation will be available.** In rendering a decision on any such application, the City Council shall consider all information supplied by the Zoning Administrator **and the Planning Commission**, any information submitted by the applicant, any information presented at the public hearing, and the extent to which the application meets the criteria specified for conditional uses as prescribed in this section.

The City Council may approve or disapprove the application as proposed, or it may place conditions of approval on the application and approve the application with conditions. The applicant will be notified in writing by the Zoning Administrator of the decision within seven (7) working days of the decision.

Section 7.

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

Section 8.

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

Section 9.

This ordinance shall become effective immediately upon adoption.

Adopted this ____ day of April, 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 ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Jennifer Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

NEW BUSINESS

ITEM #1

Planning and Zoning Commission
Members & Terms

Planning and Zoning Commission Members

Term Through 2025:

1. Scott Butler
2. Brenda Stokes

Term Through 2026:

1. Ace Acevedo
2. Geoffrey Horney

Term Through 2027:

1. Chuck Jonaitis
2. Christine Moody
3. Tom Viveló

NEW BUSINESS

ITEM #2

Planning and Zoning Commission
2024 Meeting Schedule

Planning & Zoning Commission 2024 Meeting Dates

May 22, 2024

June 26, 2024

July 24, 2024

August 21, 2024

September 25, 2024

October 23, 2024

November 20, 2024 **

December 18, 2024 **

The Commission will meet on the 4th Wednesday of each month
at **6:00pm**

Hoschton Community Center

65 City Square

Hoschton, GA 30548

**Meeting date adjusted from regular schedule by one week to avoid holiday conflict.

NEW BUSINESS

ITEM #3

Recommendation to Initiate a Zoning Ordinance Text Amendment
Regarding the Planned Unit Development (PUD) District



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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

Growth Management
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Land Development Applications
Expert Testimony
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MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting Planner, City of Hoschton

DATE: April 2, 2023

SUBJECT: **Hoschton City Council April 11, 2024, Work Session Agenda Item:** Recommendation to Initiate a Zoning Ordinance Text Amendment Regarding the Planned Unit Development (PUD) District of the zoning ordinance (Sec. 408)

During discussion during the retreat in late March, the city council discussed the need to make changes to the city's Planned Unit Development Ordinance. The city council's formal approval to initiate such an amendment/ordinance is required per Section 802 of the zoning ordinance.

Accordingly, it is recommended that the city council formally vote at its regular session on April 30th to initiate an amendment to the zoning ordinance to revise the PUD zoning district.

If a motion to initiate is approved, it sets in motion the formal process. As council members are aware, we anticipate on April 30th the council will adopt Ordinance O-24-02 establishing the Hoschton Planning and Zoning Commission, appoint the commission members at that time, and also approve an amendment to the zoning ordinance (Ordinance TA 24-01) assigning recommending authority to the planning commission for zoning text amendments.

The schedule for consideration of this matter would therefore be as follows:

1. Planning and Zoning Commission public hearing and recommendation: May 29, 2024
2. City Council public hearing June 13, 2024
3. City Council vote as early as June 18, 2024

The exact content of the amendment need not be fully articulated at this time. However, the council's discussion centered on the following matters, and it is anticipated the amendment would address the following among other considerations as appropriate:

- Establishment of a "cap" on allowable density (the current allowable maximum residential density is 12 units per acre in the MFR (Multiple-Family Residential District).
- Consideration of a requirement that PUD applicant must contain non-residential uses in addition to residential uses (specifics to be determined).
- In general, tailor the regulations to more precisely fit the purposes and intentions of the PUD zoning district.

It is anticipated that the language of the amendment could be ready for council review prior to the April 30th voting session, particularly since the matter must be advertised in advance of the May 29th planning commission meeting.

NEW BUSINESS

ITEM #4

Recommendation to Initiate a Zoning Ordinance Text Amendment
Regarding the MU (Mixed Use) District



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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

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Land Development Applications
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Zoning Administration

MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting Planner, City of Hoschton

DATE: April 2, 2023

SUBJECT: **Hoschton City Council April 11, 2024, Work Session Agenda Item: Recommendation to Initiate a Zoning Ordinance Text Amendment Regarding the MU (Mixed Use) District of the zoning ordinance (Sec. 414)**

During discussion during the retreat in late March, I brought up the point that the city's MU (Mixed Use) zoning district should be revisited and probably inactivated (i.e., retaining it because it is mapped in one location but making it to where one cannot rezone to this district). The city council's formal approval to initiate such an amendment/ordinance is required per Section 802 of the zoning ordinance.

Accordingly, it is recommended that the city council formally vote at its regular session on April 30th to initiate an amendment to the zoning ordinance to revise the MU zoning district.

If a motion to initiate is approved, it sets in motion the formal process. As council members are aware, we anticipate on April 30th the council will adopt Ordinance O-24-02 establishing the Hoschton Planning and Zoning Commission, appoint the commission members at that time, and also approve an amendment to the zoning ordinance (Ordinance TA 24-01) assigning recommending authority to the planning commission for zoning text amendments.

The schedule for consideration of this matter would therefore be as follows:

1. Planning and Zoning Commission public hearing and recommendation: May 29, 2024
2. City Council public hearing June 13, 2024
3. City Council vote as early as June 18, 2024

The exact content of the amendment need not be fully articulated at this time. However, it is anticipated that the language of the amendment could be ready for council review prior to the April 30th voting session, particularly since the matter must be advertised in advance of the May 29th planning commission meeting.

NEW BUSINESS

ITEM #5

Recommendation to Initiate a Zoning Ordinance Text
Amendment to Establish a Time Limit Regarding Development
Pursuant to a Conditional Zoning Approval



Jerry Weitz & Associates, Inc.
Planning & Development Consultants

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

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Zoning Administration

MEMORANDUM

TO: Honorable Mayor and City Council, City of Hoschton

FROM: Jerry Weitz, Consulting Planner, City of Hoschton

DATE: April 2, 2023

SUBJECT: **Hoschton City Council April 11, 2024, Work Session Agenda Item: Recommendation to Initiate a Zoning Ordinance Text Amendment to Establish a Time Limit Regarding Development Pursuant to a Conditional Zoning Approval**

During discussion during the retreat in late March, city council members discussed the need to consider some sort of time limit on development approved per conditional zoning applications. The perceived problem is that property will get rezoned with conditions but then there may be no development activity for years. For instance, the "Pirkle" annexation and zoning to M-1 and PUD was done more than two years ago now but no development has occurred, and there is concern about large projects such as that one (and others) staying "on the books" without any activity. The city council's formal approval to initiate such an amendment/ordinance is required per Section 802 of the zoning ordinance.

Accordingly, it is recommended that the city council formally vote at its regular session on April 30th to initiate an amendment to the zoning ordinance to establish some sort of time limitation associated with conditional zoning approvals. Some communities refer to this as reversion of zoning approval. However, because the calendar (or time) itself cannot on its own change a zoning district, a "reversionary" clause or "sunset" provision would not be allowable (i.e., only the local government elected body can make a legislative decision to change the zoning of a piece of property).

If a motion to initiate is approved, it sets in motion the formal process. As council members are aware, we anticipate on April 30th the council will adopt Ordinance O-24-02 establishing the Hoschton Planning and Zoning Commission, appoint the commission members at that time, and also approve an amendment to the zoning ordinance (Ordinance TA 24-01) assigning recommending authority to the planning commission for zoning text amendments.

The schedule for consideration of this matter would therefore be as follows:

1. Planning and Zoning Commission public hearing and recommendation: May 29, 2024
2. City Council public hearing June 13, 2024
3. City Council vote as early as June 18, 2024

The exact content of the amendment need not be fully articulated at this time. However, it is anticipated that the language of the amendment could be ready for council review prior to the April 30th voting session, particularly since the matter must be advertised in advance of the May 29th planning commission meeting.

NEW BUSINESS

ITEM #6

Wastewater Treatment Facility Expansion to 0.95MGD

Award of CMAR Contract to Reeves Young, LLC

March 25, 2024

Honorable Debbie Martin, Mayor dmartin@cityofhoschton.com
City of Hoschton
79 City Square
Hoschton, GA 30548

**Re: Wastewater Treatment Facility Expansion to 0.95 MGD, Report on
CMAR Proposals Received and Recommendations**

Dear Mayor:

Following completion of draft plans and related documents, the City duly advertised for CMAR proposals for the required four weeks. The project was posted locally on the City's website and on the GLGA website. In addition, the project was advertised in the Georgia Procurement Registry and direct invitations for proposals were sent out to licensed utility Contractors.

Proposals were received by March 15, 2024, at 2:00 PM, and have been reviewed this past week.

The City received two proposals from Qualified Contracting Firms as follows:

Lakeshore Engineering, LLC
1259 Ellsworth Drive
Atlanta, GA 30318

Reeves Young, LLC
45 Peachtree Industrial Boulevard
Sugar Hill, Georgia 30518

A review committee was appointed by the City and, in accordance with the RFQ specifications, the proposals were reviewed, and a complete review of the submittals was completed. Each committee member ranked the proposals in accordance with the rating and selection criteria.

The appointed review committee met on March 21, 2024, to review the scoring and provide a recommendation of award of the CMAR contract.

Both firms scored very high, as both are very qualified and have substantial resources.

Honorable Debbie Martin, Mayor
March 25, 2024
Page 2 of 2

Based on the scoring and review by the Committee, Reeves Young has been selected as the recommended firm for this project. Please find the scoring tabulation attached.

Prior to official award by the City, the selected firm is required to submit proposed Preconstruction Phase Fees as a lump sum cost. This fee consists of 2 parts, for design and for equipment procurement. Reeves Young has proposed total fee of \$125,000. This fee is commensurate with the industry and EMI sees no issue with the amount. Also, Reeves Young is required to submit its Construction Phase Service Fee as a percentage of the total construction costs (yet to be determined). This fee percentage proposed is 6%. This fee is also commensurate with the industry for this size and nature of work, and EMI sees no issue with the amount. Please see these fees attached to the notice of award. Therefore, EMI sees no reason not to award the contract to Reeves Young, LLC of Sugar Hill, Georgia.


If the City Council agrees with this recommendation, we have enclosed an official Notice of Award Form for execution.

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

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

Sincerely,

ENGINEERING MANAGEMENT, INC.


Russ Brink, PE
rbrink@eminc.biz

Enclosures:
Notice of Award

cc: Ms. Jennifer Kidd-Harrison, City Manager
Mr. Brett Day, Superintendent
Mr. Jerry Hood, EMI

Z:\PROJECTS\20\20023-Hoschton WWTF Upgrade 0.95 MGD\Bid Phase\BP4-Engr's Recommendation of Award-Budget Analysis\20023 award recommendation CMAR Proposals 032124BP4.docx BP4

**City of Hoschton
Wastewater Treatment Facility Expansion to 0.95 MGD
CMAR Contractor Evaluation Results**

POINT CATEGORY	REVIEWER 1		REVIEWER 2		REVIEWER 3		REVIEWER 4	
	REEVES/ YOUNG POINT VALUE	LAKESHORE ENGINEERING POINT VALUE	REEVES/ YOUNG POINT VALUE	LAKESHORE ENGINEERING POINT VALUE	REEVES/ YOUNG POINT VALUE	LAKESHORE ENGINEERING POINT VALUE	REEVES/ YOUNG POINT VALUE	LAKESHORE ENGINEERING POINT VALUE
A: Experience and past performance of Proposer	20	20	19	17	20	20	20	17
B: Experience and qualifications of proposed key personnel	25	25	23	21	25	25	25	25
C: Proposer's approach to the Project	35	25	32	29	35	30	35	30
D: Current and projected workload	10	15	18	18	10	10	15	15
TOTAL POINTS	90	85	92	85	90	85	95	87
SUMMARY OF TOTAL POINTS: REEVES - YOUNG = 367 LAKESHORE ENGINEERING = 342								

Certification:

I hereby Certify that the above reflects an accurate tabulation of scoring results for the Wastewater Treatment Facility Expansion to 0.95 MGD for the City of Hoschton, and that the review committee unanimously selected Reeves-Young as the designated CMAR Construction Firm on the 21st day of March, 2024.

By: *Russell C. Brink*

Russell C. Brink, PE, Vice President
Engineering Management, Inc.

NOTICE OF AWARD

Date of Issuance: **April _____, 2024**

Owner: City of Hoschton Project No.: 20-023

Owner's Advisor: Engineering Management, Inc. Project No.: 20-023

Project: Wastewater Treatment Facility Expansion to 0.95 MGD

Proposer: Reeves Young, LLC

Proposer's Address: 45 Peachtree Industrial Boulevard, Sugar Hill, Georgia 30518

You are notified that Owner has accepted your Proposal dated **March 15, 2024**, for the above Contract, and that you are the successful Proposer and are awarded the Contract.

The Total Amount of Contract Award is \$[to be determined] The Contract Price is subject to adjustment based on the provisions of the Contract. Preconstruction CMAR Phase Fees in the total of \$125,000.00 and the Percentage Fee for Construction CMAR Phase Services shall be 6% in accordance with Exhibit B-Section 525 attached.

Five (5) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompany this Notice of Award or has been transmitted or made available to Proposer electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Five (5)** counterparts of the Agreement, signed by successful Proposer, as Construction Manager at Risk.
2. Deliver to Owner the required insurance documentation, as specified in the Request for Proposals and in the General Conditions, Articles 2 and 6, with the signed Agreement.
3. Deliver written confirmation that successful Proposer, as Construction Manager at Risk, will furnish Contract security, such as required performance and payment bonds, when the first Work Authorization is issued, as specified in the General Conditions, Articles 2 and 6. Such confirmation will identify the surety that will issue the bonds, if bonds are required.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your proposal security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Dated, This _____ day of April 2024, by:

Debbie Martin, Mayor

Jennifer Kidd Harrison, City Manager

**WASTEWATER TREATMENT FACILITY EXPANSION to 0.95 MGD
FOR THE
CITY OF HOSCHTON, GEORGIA
EXHIBIT B CMAR 525 AGREEMENT**

CMAR PRE-CONSTRUCTION PHASE SERVICES FEES	
1. Basic Pre-Construction Services for Design (Lump Sum)	\$ <u>\$75,000</u>
2. Basic Procurement Services for Equipment (Lump Sum)	\$ <u>\$50,000</u>
Total CMAR Pre-Construction Services Fee= \$ <u>\$125,000</u>	
Note: Shall any additional Basic Pre-Construction Services or Basic Procurement Services be determined necessary by Owner during Preconstruction Phase. These services shall be determined on a negotiated fee and added in a Contract amendment.	

CMAR CONSTRUCTION PHASE SERVICES FEE AS A PERCENTAGE OF TOTAL ESTIMATED COST OF CONSTRUCTION WORK AGREED UPON PRIOR TO STARTING PRE-CONSTRUCTION PHASE SERVICES, PRIOR TO DETERMINATION OF A GUARANTEED MAXIMUM PRICE. PERCENT FEE IS BINDING
Note: For Construction Services, per Article 7 of the Agreement (Section 525) Owner shall pay CMAR a fee for overhead and profit in accordance with Article 7 as a percentage of the total Cost of the Work , These costs are excluding work in the Pre-Construction Services Phase.
CMAR Construction Services Fee= <u>6</u> %

Submitted by Reeves Young, LLC

NEW BUSINESS

ITEM #7

Statewide Mutual Aid Agreement

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: ____/____/____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: ____/____/____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____ (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Date: _____ / _____ / _____

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for _____

(county/municipality) for the purpose of reimbursement sought for mutual aid:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____ / _____ / _____

Chief Executive Officer – Print Name

NEW BUSINESS

ITEM #8

Audio/Visual Quotes for the
Community Center Sound System

QUOTE

Quote: 3/22/24
Quote # 1132

Bradley Electronics
26 E Midland Ave
Winder, GA 30680
770-408-0272
www.bradleyelectronics.com
matthewb@bradleyelectronics.com

City of Hoschton

<i>Salesperson</i>	<i>Job</i>	<i>Payment Terms</i>	<i>Due Date</i>
Matthew Bradley	Community Center Audio Video	Net 15	

<i>Qty</i>	<i>Description</i>	<i>Unit Price</i>	<i>Line Total</i>
1	Behringer 18 Channel Digital Mixer*		\$1,100
1	Wall mount, shelving, PDU**		\$215
1	Mini PC for Streaming and Video Capture***		\$550
1	Various patch cables and adapters		\$50
1	Labor for mounting equipment and installation		\$500
Subtotal			\$2,415
Sales Tax			
Total			\$2,415

*Mixer includes a tablet that is used to control volume for each microphone

**All equipment will be mounted in the back room (speakers will still need to be placed out front)

***PC includes HDMI capture device, cables and software

Existing mics will be used. All existing cables will be routed through a 4in duct installed in the wall for easy access



Thank you for your business!



Sound Enterprises
2990 Chamonix Drive
Cumming, Georgia 30041
United States

(678) 377-1659
soundenterprisetracking@gmail.com
www.sound-enterprises.com
John Hall
soundenterprisetracking@gmail.com

Ovehauled Audio



City of Houschton

61 City Square Street
Jackson County
Hoschton, Georgia 30548
United States

jkidd@cityofhoschton.com
(678) 767-2271

Presented By
Sound Enterprises

Presented On
Mar 15, 2024

Version
1

SCOPE OF WORK

Audio and Streaming System Upgrade for the City of Hoschton

We understand the importance of clear, consistent audio and streaming quality for your operations. We've taken note of the current issues you're facing - from poor and inconsistent audio and streaming quality to feedback issues in the room from desktop mics, and the limitations of your current analog console. We've crafted a solution that not only addresses these issues but also enhances your overall audio-visual capabilities.

Proposed Solution:

Our proposed solution involves replacing your current soundboard with an **Allen & Heath CQ18T Touch Screen Mixer**. This state-of-the-art mixer is renowned for its ease of use, making it a perfect fit for your team. Its touchscreen interface simplifies the control of your audio environment, allowing for quick adjustments and real-time feedback.

We propose adding a Sennheiser Wireless EW-D System with an 865 Handheld Mic to further enhance your audio quality. This will provide you with a reliable, great-sounding wireless solution for fielding questions and engaging with your audience.

To ensure stable and pristine audio for your streams, we will run a USB out of the new soundboard directly into the streaming computer. This direct connection bypasses potential issues with streaming audio to a laptop, providing a cleaner, more reliable audio feed.

Optional Upgrade:






For an even more reliable and consistent connection for your streams, we propose running a network cable from the network room to the AV rack.

This hardwired connection can provide a significant boost in reliability and consistency compared to a wireless connection.

With this upgrade, the City of Hoschton will be well-equipped to deliver high-quality audio and video streams, enhancing the experience for all viewers and listeners.

Av System

AV System

ITEM		QTY	UNIT PRICE	TOTAL
	Allen-Heath CQ18T Ultra-Compact 18in / 8out Digital Mixer with Wi-Fi Compact digital mixer with 16 Mic/Line inputs, 6 Monitor Outputs, 7" Touchscreen, Smart Rotaries, Custom SoftKeys, FX Assist, Built-in WiFi, USB/SD Recording and playback	1	\$1,125.00	\$1,125.00
	Various Cables Audio and USB Cables	1	\$50.00	\$50.00
	Sennheiser EW-D SKM-S Set EW-D SKM-S Set includes EW-D EM receiver, EW-D SKM-S handheld transmitter	1	\$285.00	\$285.00
	Elite Core Audio SFM-25 SuperFlex GOLD SFM-25-SD Standard Duty 25' Microphone Cable	1	\$18.99	\$18.99
	Sennheiser MME 865-1 BK Supercardioid Condenser Microphone Capsule for Handheld Wireless Transmitter, Black	1	\$249.00	\$249.00
				\$1,727.99
				\$1,727.99

Service Plan

Opt-In for 4 Check-Ups Per Year

RECOMMENDED

ADDED TO QUOTE

\$0.00
per quarter

Selected

Please read below for more details about pricing. To OPT-IN, select this option.

Plan Features

1 - Proactive Maintenance 2 - System Optimization 3 - Priority Support 4 - Exclusive Discounted Support 5 - Exclusive Discounted Upgrades 6 - Peace of Mind

Preventative maintenance visits include an inspection of your Audio, Lighting, Video, and Networking systems. This on-site visit is \$125.00 per hour + Truck Roll during business hours.

This plan automatically renews after 1 fiscal year (12 months) unless you OPT-OUT.

Maintenance Check-Up at \$125/hr + Truck Roll Fee

Maintenance Check ups will include a thorough diagnostic to enhance and repair any suboptimal systems underperforming. if you have an issue that they can be resolve at the date of inspection, the additional service call will be completed at \$125.00 per Hour.

Length

12 months

Billing Frequency

Quarterly

Terms and Conditions

1. Services to be Provided

1.1 The Service Provider agrees to provide audio, video, and lighting installation and maintenance services as outlined in the selected service plan.

2. Term of Service

2.1 The initial term of this Contract shall be 12 month period, commencing on the Effective Date.

2.2 After the initial term, this Contract shall automatically renew for subsequent terms of 12 months, unless either party provides written notice of termination at least 30 days prior to the end of the current term.

3. Service Agreement*

3.1 The provider agrees to test and service the audio, video, lighting, and networking systems. Should additional equipment be required, the provider will inform the customer before performing services.

4. Payment

4.1 The Customer shall pay the Service Provider according to the pricing and payment terms outlined in the Service Agreement.

5. Schedule of Check-Ups

5.1 Upon signing the Service Agreement, the parties will work together to schedule routine check-ups and maintenance visits as described in the selected service plan.

6. Termination

6.1 Either party may terminate this Contract in accordance with the terms and conditions outlined in the Service Agreement.

3. Service Agreement*

3.1 The provider agrees to test and service the audio, video, lighting, and networking systems. Should additional equipment be required, the provider will inform the customer before performing services.

4. Payment

4.1 The Customer shall pay the Service Provider according to the pricing and payment terms outlined in the Service Agreement.

5. Schedule of Check-Ups

5.1 Upon signing the Service Agreement, the parties will work together to schedule routine check-ups and maintenance visits as described in the selected service plan.

6. Termination

6.1 Either party may terminate this Contract in accordance with the terms and conditions outlined in the Service Agreement.

7. Confidentiality

7.1 Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of this Contract.

8. Governing Law

8.1 This Contract shall be governed by and construed in accordance with the laws of service location.

9. Entire Agreement

9.1 This Contract, along with the Service Agreement, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether oral or written.

Additional Notes

- By signing, the Customer acknowledges that they have read, understood, and agree to the terms and conditions of this Contract and the selected service plan.

PAYMENT TERMS

Check:

- The check should be made payable to Sound Enterprises and mailed to 2990 Chamonix Dr. Cumming, GA 30041.

Credit Card/ACH:

- A convenience fee of 3% will be added to the total amount charged for credit card and ACH payments.

TERMS & CONDITIONS

The Parties
This Contract ("Agreement") is made between "Client",
and "Supplier", Sound Enterprises (SE), located at 2990
Chambers Road, Cumming, GA 30041. This contract
requires the Client to review, and if acceptable, sign and
return it before SE begins any processing or activity.

1

Costs and Payment Summary

Please note typically labor charges include installation, rental, training, travel (if applicable), and warranties. You will be required to pay a deposit before we can start ordering and scheduling products and labor. You will also be required to pay the balance due when all contracted services have been completed.

*As most customers pay by credit card or ACH, we have automatically added a 3% processing fee to your invoice total to cover those institution handling fees. If you wish to pay by personal or company checks, please let us know and we will remove this fee from your total.

2

Warranties and Guarantees

All equipment provided by SE will be new and warranted by the manufacturer. All work order changes made after the initiation of this document are subject to additional charges which the client must agree to before that work is done. SE guarantees their work for 1 year from the date of completion. Recalibration of settings shall be considered billable time to the church at standard service rates. It is recommended that all key staff members read the owners' manuals for general maintenance procedures. If equipment purchased through SE fails, SE can help facilitate getting the unit repaired or replaced where possible.

3

Church Furnished Equipment (CFE)

SE does not warrant or guarantee items provided by the client and takes no responsibility for the operation, performance, appearance, or effects of (CFE) before, during, or after its integration into the project. SE will notify the client in advance of estimated charges to troubleshoot and/or fix CFE.

4

Obstruction of Work

Once the client has agreed to project timelines, they are responsible for making sure the working area is completely accessible for SE workers and all required electrical work is complete. A representative needs to be readily available during the work for questions as they arise. If SE is obstructed from their planned schedules as a result of client-related responsibilities, the associated costs will be passed on and billable to the client. This includes rental equipment. The client will be responsible for providing all necessary access information such as wifi and other network ID, routing, and password information at the beginning of the project.

5

Training

A 30-minute system overview at installation completion is included. Supplemental training is available for an additional charge. All system operators should attend this overview. All available manuals will be left in the care of The Church. Typically most manufacturers make their manuals available via their website.



Signature

Signature

Date



Audio Video Excellence
6020 Parkway North Dr Suite 100
Cumming, GA 30040
United States

+1 (855) 856-9289
robert@myavx.com
www.myavx.com
Ryan Mosier
ryan@myavx.com

City Hall Video Upgrades



Jennifer Harrison

61 City Square Street
Jackson County
Hoschton, Georgia 30548
United States

jkidd@cityofhoschton.com

(678) 767-2271

Presented By
Audio Video Excellence

Quote Number
Q-395

Presented On
Mar 6, 2024

Version
2




Project Description

Installation of New wireless Microphone and new Data line

Locations

Meeting Hall

\$1,004.24

ITEM		QTY	LABOR	UNIT PRICE
	AVX Single Cat6 Plenum Data Location Single Cat6 Plenum Data Wiring	1	1 h	\$55.00
	Sense SE-350-WR-1CHD UHF Wireless Microphone Receiver	1	1 h	\$549.29
	Sense SE-350-WT-HAND Sense UHF Wireless Condenser Microphone	1	0 h	\$399.95

Labor

Installation 2 h \$390.00

Total 2 h **\$390.00**

Summary

Product + Labor	\$1,394.24
Subtotal	\$1,394.24
Tax	\$70.30
Total Price	\$1,464.54

Payment Terms

	Billing Date	Due Date	Amount
 Deposit (65%)			\$951.95
Upon Completion (35%)			\$512.59

Signature

Signature

Date

NEW BUSINESS

ITEM #9

Update to Personnel Policy:
Cell Phone Stipend

CITY OF HOSCHTON
STATE OF GEORGIA

**RESOLUTION 2024-013
AMENDING THE PERSONNEL POLICY REGARDING PAYMENT OF A CELL PHONE STIPEND**

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

WHEREAS, the City has review the personnel policy and wishes to amend Section 12.4, “Cell Phones” as attached hereto in “Exhibit A”.

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

Adopted this 30th day of April, 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

Exhibit A

make a decision about the propriety of the activity. The City Council will give final approval in any questionable situations.

12.2 POLITICAL ACTIVITIES

City employees may participate in political or partisan activities of their choosing provided that City resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions. Employees may not campaign on City time or in a City uniform or while representing the City in any way. Employees may not allow others to use City facilities or funds for political activities.

Any City employee who meets with or may be observed by the public or otherwise represents the City to the public, while performing his/her regular duties, may not wear or display any button, badge or sticker relevant to any candidate or ballot issue during working hours. Employees shall not solicit, on City property or City time, for a contribution for a partisan political cause.

Except as noted in this policy, City employees are otherwise free to fully exercise their Constitutional First Amendment rights.

12.3 NO SMOKING/TOBACCO POLICY

For health and safety considerations, the City prohibits smoking or tobacco use by employees in all City facilities, including City buildings, vehicles, offices or other facilities rented or leased by the City, including individual employee offices.

12.4 CELL PHONES

General Use of Cell Phones or Similar Devices:

The City of Hoschton gives each Full Time employee a \$30.00 Cell Phone stipend once a month on the first pay check of each month. If an employee has a City given work phone this stipend would not apply to them.

CELL PHONE includes a cellular telephone, push to talk, blackberry, laptop, netbook or similar device.

CELL PHONE USE includes receiving or placing calls, text messaging, surfing the internet, receiving or responding to e-mail, checking for phone messages, or any other purposes.

NEW BUSINESS

ITEM #10

Update to Personnel Policy:
Use of City-Owned Vehicles

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2024-012
AMENDING THE PERSONNEL POLICY REGARDING TAKE-HOME VEHICLES

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

WHEREAS, the City has review the personnel policy and wishes to add Section 12.13.7, "Take Home Vehicles" as attached hereto in "Exhibit A".

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

Adopted this 30th day of April, 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

Exhibit A

12.13.7 TAKE HOME VEHICLES

1. The City Manager has the authority to determine which employees will be issued a take-home vehicle except for the Public Safety Department which are all assigned vehicles to take home.
2. Take-home vehicles are not to be used for personal use and are to be driven only for city-related business.
3. Any employee issued a take home vehicle must live within 30 miles of the city limits.

12.14 ACCIDENT INVOLVEMENT

12.14.1 REPORT REQUIRED

All the following, collectively referred to throughout this Section as an "Accident," shall be reported to the immediate supervisor by the employee involved in the event and any City employees who witness the event:

1. All injuries to an employee or other person occurring during the course of business;
2. All accidents involving City-owned or issued vehicles or equipment, whether or not occurring during the course of business;
3. All accidents involving personal vehicles or equipment used during the course of business; and
4. All property damage occurring during the course of business.

12.14.2 EMPLOYEE RESPONSIBILITIES

Unless transported from the accident scene for medical treatment, the employee involved in a job-related accident involving a vehicle or equipment will:

1. Render aid to other parties if possible and necessary;
2. Report the Accident and any injuries immediately to local law enforcement in the event of a vehicular accident;
3. Immediately notify their supervisor or designee, as soon as possible if the supervisor is not available;

NEW BUSINESS

ITEM #11

Police Department:

Mobile Computer Cost

(to place a computer & related equipment
in each vehicle)



City of Hoschton Police Department
Chief Brad Hill



Mobile Computer Quote

1. Brother Pocket Jet Printer and Mount
\$575.00 each/ \$2300.00 total (i3)

2. GPS
\$75.00 each/\$300.00 total (i3)

3. Citation Paper
\$295.00/ 1 case (i3)

4. Wireless Hotspot (Verizon or Firstnet)
Price?

5. RAM Computer Mount
~\$300.00 each/\$1200.00 total (Amazon)

6. i3 Mobile Contract
\$2400.00 Installation and Training;
\$450.00 monthly service



City of Hoschton Police Department
Chief Brad Hill



Breakdown of Cost

Cost Now

1. \$2300.00 printers
2. \$300.00 GPS
3. \$295.00 citation paper
4. \$1200.00 vehicle mounts
5. \$2400.00 installation and training

\$6495.00 Total Upfront Cost

Cost Monthly

\$450.00 i3 service + hotspot service

NEW BUSINESS

ITEM #12

Police Department:

Mobile Computer Software Agreement

with i3 Verticals



MASTER AGREEMENT

Effective as of March 15, 2024(the "Effective Date").

By and Between

i3 Verticals, LLC ("i3")

40 Burton Hills Blvd., Ste. 415

Nashville, TN 75482

Attention: _____

Telephone No.: _____

E-mail Address: _____

And

**City of Hoschton, Georgia Police Department
("Client")**

79 City Square

Hoschton, GA 30548

Attention: Brad Hill

Telephone No.: (706) 684-6000

E-mail Address: bhill@cityofhoschton.com

Client and i3 may each be referred to individually as a "Party" and together as the "Parties."

The purpose of this Master Agreement ("Agreement") is to provide a framework within which i3 and its family of companies may provide software, Software as a Service and other services and equipment to Client (each a "Solution"). This Agreement is comprised of this Signature Page, the General Terms and Conditions, any Solution-specific additional terms and conditions in each Annex noted below and the applicable quote or proposal (each an "Ordering Document"), each of which is incorporated by reference and expressly made a part of the Agreement.

WebJury Annex

GFA, Payroll, Payroll Online Annex

Clerk Connect Annex

i-Ticket Annex

uVisionPLUS PRO Annex

Law Enforcement Annex

CJT Case Management Annex

GHS Collections Annex

TrueSign Annex

iLEMS Annex

ODR Annex

InterOP Annex

EZCourt Pay Payment Platform

Credit/Debit Payment Processing

This Agreement may be executed in counterparts, and each counterpart will be deemed an original. Facsimiles, any documents executed, scanned and transmitted electronically either with or without electronic signatures will be deemed original signatures for purposes of this Agreement.

The parties have executed this Master Agreement as of the Effective Date.

i3:

By: _____
Signature

Name: _____

Title: _____

Date: _____

Client:

By: _____
Signature

Name: _____

Title: _____

Date: _____



GENERAL TERMS AND CONDITIONS

1. SaaS Solution Subscription; Solution Software License.

- (a) **Software as a Service.** i3 will provide Client with a subscription for cloud-based access, exercisable through Client and its Users, to the i3 Solution identified in the applicable Annex and Ordering Document, including hosting, maintenance and support thereof. i3 hereby grants to Client and its Users, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to access, use, and display the SaaS Solution. i3 reserves the right to require Client to update Client's software to remain compatible the SaaS Solution. Client is responsible for each of its Users' acts and omissions.
- (b) **Solution Software License.** For Clients with software code to the Solution or any part thereof identified in the Ordering Document ("Solution Software") installed on their machines or equipment, i3 hereby grants a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to maintain and use one (1) copy of the Solution Software in no more than the number of single-user computers, workstations, servers or terminals of a local area network as set forth in the Ordering Document. Client may make one copy of the Solution Software, and related User Documentation, solely for back up or archival purposes.
- (c) **Scope.** Permitted access, number and type of Users granted to Client hereunder is limited as set forth in the Ordering Document. Client is required to purchase one user access for each server.
- (d) **Add-Ons.** Client may add Users ("Add-Ons") for an additional fee. Such Fees will be calculated based upon the pricing set forth in the applicable Solution Annex for the remaining months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is included.
- (e) **Updates.** i3 may update features or functionality that Client accesses ("Enhancements") provided that such Enhancements will be at no cost to Client and will not materially degrade existing features and functionality. From time-to-time i3 may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Solution Software other than the version Client currently accesses ("New Features"). In the event Client desires to purchase New Features, i3 will update Client's account, pricing model, or Solution Software version to facilitate the provision of such New Features.
- (f) **Restrictions on Use.**
- i. Client agrees to only use the Solution for its internal business use and agrees not grant any third party access. Client agrees that only Users will be permitted access to the Solution.
 - ii. Client will not edit, alter, abridge or otherwise modify, in any manner, the content of any Solution, including, without limitation, all copyright and proprietary rights notices. Client may not, and may not permit others to, reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the Solution. Nor may Client modify, translate, adapt, alter, or create derivative works from the Solution; copy (other than the one permitted back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Solution; distribute, sublicense, rent, lease, loan, or grant any third party access to or use of the Solution; attempt to access other areas outside permitted access to the Solution or its network or platform; or systematically access or extract or "Scrape" information from the Solution (except features designed for exporting data) including by the use of engine, software, agent, spider, bot or other devise or mechanism. The Solutions are made available for use solely in the United States of America.

i3 will be entitled to rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, plans and specifications provided by Client, including without limitation, reports, plans, specifications, data, field notes, test data, calculations, estimates, schedules, spreadsheets, or other documents furnished by Client. Client acknowledges that its right to utilize these documents will continue only so long as Client is not in default of the terms and conditions of this Agreement, including Client's performance obligations.

2. Additional Services.

- (a) Maintenance and Support.** i3 will perform standard system maintenance for Solutions including bug fixes and minor enhancements and provide any additional support as set forth in the applicable Annex and Ordering Document.
- (b) Configuration and Training.** i3 will provide configuration and installation services and training to Client as set forth in the applicable Annex and Ordering Document.
- (c) Custom Programming: Professional Services.** Client may request that i3 perform professional services including software development, customization, and/or integration services (hereinafter, "Professional Services") not included in the Solution that will be further described in the Ordering Document or in a Scope of Work for Professional Services.
- (d) Equipment.** i3 may provide Equipment to Client as set forth in the Ordering Document. Client acknowledges that i3 may substitute equipment of at least equivalent functionality and performance if any of the specified equipment in the proposal is unavailable at the time of shipment. All shipping is FOB i3 shipping point.
- (e) Credit Card Processing.** Client acknowledges that Credit Card Processing Services will be governed by the terms of a separate Merchant Application and Payment Processing Agreement.
- (f) Training.** Training may consist of both a classroom setting at i3 facilities and onsite at Client's facilities. The number of training Hours quoted in an Ordering Document is an estimate. Circumstances that may lead to training hours in excess of the estimate include: i) Client interruption, ii) Client personnel not being prepared, or iii) unavailability of Client personnel to attend the entire training schedule. Additional hours may be purchased at the time of training at i3's then current hourly rate. When training is at Client's site, Client will provide a centralized, suitable training area. Written cancellation must be received by i3 within ten (10) business days in advance of scheduled training to avoid a cancellation fee equal to 50% of the training cost for the scheduled time plus any travel expenses or cancellation charges incurred.

3. Fees. Client will pay i3 the Fees as set forth in the Ordering Document. If Client fails to pay the Fees by the due date specified on the invoice, i3 will be entitled to interest from the day on which the Fees are due at the rate of interest of 1.5%/month.

4. Term and Termination. Unless the applicable Annex provides otherwise:

- (a)** Either Party may terminate this Agreement without cause after the Initial Term of the most recent Annex by giving the other Party ninety (90) days written notice of its intention to terminate.
- (b)** Either Party may terminate this Agreement based on a material breach of the Agreement; however, the Party alleged to be in material breach must be notified in writing of the alleged material breach and given thirty (30) days to cure the alleged material breach.

5. Security; Client Data; Intellectual Property.

(a) Security.

- (i)** As a part of each SaaS Solution, i3 will maintain industry standard administrative, physical, and technical safeguards for the security and integrity of any data or information input, edited, authored, generated, managed, or otherwise submitted by Client or its Users into Client's subscription account ("Client Data"), which may include maintaining a backup server at a separate location, the use of firewalls, or other standards. In the event i3 learns that there has been unauthorized access to Client's subscription account on i3's systems or premises, i3 will give

notice to Client, unless prohibited by law. Upon such occurrence, i3 will promptly take such steps it reasonably deems appropriate to contain and control unauthorized access and prevent unauthorized access to or misuse of the Client Data, and unless prohibited by law, will continue to provide regular updates relating to the occurrence.

- (ii) Client acknowledges that Client is responsible for the supervision, management and control of its use of the Solutions, including but not limited to maintaining proper machine configuration and operating methods and procedures, establishing adequate backup procedures, anti-virus protection, administrative, physical and technical safeguards and other procedures.
- (iii) Client will acquire, install, operate and maintain, at its expense, all communication lines, equipment, software, services and related technology necessary to use and maintain the applicable Solution as determined by i3.
- (iv) Client acknowledges that it has sole control over access to and responsibility for the security and integrity of its network and data including the operating procedures, controls, back-up procedures (either on or off site), anti-virus protection, administrative, physical and technical safeguards and other procedures necessary to protect its network and prevent loss of data.
- (v) Client will notify i3 promptly if it becomes aware of any breach of security of its network or the Solutions, or the disabling, avoidance or circumvention of any access control or security device, process or procedure.
- (vi) Client will not cause, facilitate or permit any attempt to breach the security of any of the networks, software and systems within Client's network, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates. Client will notify i3 immediately if it becomes aware of: i) any breach of confidentiality or security of and/or the data within its network, or ii) any attempted breach of the security of any Solution or Solution Software, or the disabling, avoidance or circumvention of any access control or security device, process or procedure established or required by i3 or any of its affiliates.

(b) Client Data.

- (i) Client will have full access to data it submits, uploads, transfers or otherwise maintains via the Solution.
- (ii) i3 will provide the Solution in accordance with applicable laws and government regulations, including without limitation those related to data privacy and the exportation of technical or personal data. Client is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Solution. Client consents to i3's use of all Client Data, and acknowledges that i3 will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content provided to it.
- (iii) Client will not attempt to access other areas outside the applicable Solution, or any part of the network or servers provided to Client by i3.
- (iv) Client will maintain backup media in a secure location either on site or off site and perform backup procedures as necessary to prevent loss of data in the event of system malfunction.

(c) Intellectual Property.

- (i) Client agrees that the Solutions are i3's property and proprietary information. Client agrees that it will not provide or make available to third parties the Solution or any part thereof, including use of the Solution, any physical embodiment of Solution, or any materials supplied by i3 in connection with Solution. Client will take all steps necessary to protect the confidentiality of the Solution and the proprietary rights of i3.
- (ii) Each Solution, and all i3 deliverables pursuant to this Agreement will be the property of i3; provided, however, that a copy of the final documents will be made available to Client upon request. These documents are not intended, nor represented to be, suitable for reuse by Client or any others, and are solely intended for Client's internal use. Any modification or reuse

without specific written verification and adoption by i3 for the specific purposes intended will be at User's sole risk.

6. Limited Warranty.

- (a) i3 warrants that: (a) the Solution will be free from material defects in design and functionality provided such Solution (1) has been properly installed and used, and (2) has not been modified by persons other than i3; (b) it will use commercially reasonable efforts to correct material defects that are reported by Client or its Users and (c) Services will be provided in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services.
 - (b) THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. i3 EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
 - (c) CLIENT ACKNOWLEDGES THAT EACH SAAS SOLUTION IS PROVIDED VIA THIRD PARTY CLOUD HOSTING PROVIDER AND AGREES THAT (A) FROM TIME TO TIME, THE SAAS SOLUTION MAY BE INACCESSIBLE OR INOPERABLE FOR ANY REASON, INCLUDING: (1) EQUIPMENT MALFUNCTIONS; (2) PERIODIC MAINTENANCE PROCEDURES; OR (3) CAUSES BEYOND THE CONTROL OF i3 OR WHICH ARE NOT REASONABLY FORESEEABLE BY i3 INCLUDING THE INTERRUPTION OF TRANSMISSION LINKS; AND (B) i3 DOES NOT MANUFACTURE EQUIPMENT, HARDWARE, OR THIRD-PARTY SOFTWARE, MAKES NO WARRANTY AS TO EQUIPMENT, HARDWARE OR THIRD-PARTY SOFTWARE PROVIDED TO THE CLIENT, ALL OF WHICH IS SOLD OR LICENSED "AS-IS." CLIENT AGREES TO LOOK SOLELY TO THE WARRANTIES AND REMEDIES, IF ANY, PROVIDED BY THE MANUFACTURER(S) OF SUCH EQUIPMENT OR THIRD PARTY SOFTWARE.
 - (d) Client will be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that i3 will not be liable for Client-caused data errors.
- 7. Indemnity.** i3 will indemnify and hold harmless Client, its officials, directors and employees from and against third-party claims and damages, including reasonable attorney fees, arising out of the performance of the services described herein, only to the extent caused the grossly negligent acts or omissions or willful misconduct of i3, except to the extent caused by the negligence or willful misconduct of Client. The parties will cooperate with each other with respect to resolving any claim, liability or loss for which indemnification may be required hereunder, including by making, or causing the indemnified party to make, all commercially reasonable efforts to mitigate any such claim, liability, or loss. Neither Party will have an obligation to indemnify the other Party for any losses to the extent they are caused by the actions or failure to act of the indemnified Party, including without limitation, the failure to take actions to mitigate such losses.
- 8. Insurance.** i3 will maintain in force adequate workers' compensation, commercial general liability, errors and omissions, cyber insurance and other forms of insurance.
- 9. Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, i3 AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES WILL HAVE NO LIABILITY TO CLIENT, ITS USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES. IN NO EVENT WILL i3'S LIABILITY ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY CLIENT FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

10. Confidentiality. Each Party acknowledges that it may learn or obtain Confidential Information (as defined below) about the other during the course of this Agreement. Each Party will: (i) maintain it in confidence, except to the extent necessary to carry out the purposes of this Agreement, in which event written confidentiality restrictions will be imposed upon the third parties to whom such disclosures are made; (ii) use at least the same degree of care in maintaining its secrecy as you uses in maintaining the secrecy of its own Confidential Information, but in no event less than a reasonable degree of care; and (iii) return all documents, copies, computer memory media, and all other materials containing any portion of the Confidential Information upon its request. "Confidential Information" means (a) all information about the business of the other Party or its affiliates, whether or not marked as proprietary, secret or confidential, and (b) all information or data relating to the Party's operations, employees, products, pricing, merchant agreements, services, clients, customers, or potential customers, that is not generally known. Confidential Information will not include information that: (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; (iii) is disclosed to the Receiving Party by a third party that was not bound by a confidentiality obligation to the Disclosing Party; or (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order.

11. Non-Solicitation by Client. During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement, Client will not: (1) provide, directly or indirectly, any information relating to any of i3's customers which are known to Client to be customers of i3 to any person or entity that provides credit card merchant processing or related services; (2) solicit or otherwise encourage any customer of i3, either directly or indirectly, for its own purposes or those of another, without the prior written consent of i3, (3) to use the credit card merchant processing or related services of any person or entity other than i3; or (4) solicit or otherwise encourage any employee, agent, vendor or independent contractor of i3 to curtail, suspend or otherwise terminate such person's or entity's business relationship with i3, and will not offer to employ or employ any of i3's employees or any person who was an employee of i3 in the twelve (12) months prior to such offer or hiring by Client.

12. Audit. For the purpose of verifying compliance with this Agreement, i3 will have the right, during normal business hours and upon reasonable advance notice and without material disruption to Client's business, to audit and inspect the use made of the Solution and the manner in which each are accessed by Client. If Client's records pursuant to this Section or otherwise indicate that (i) more Users are accessing the Solution than Client has paid for, or (ii) more Solutions are being accessed by Users than Client has been billed for, Client will pay i3 the shortfall in Fees retrospectively to the date of the applicable increase.

13. Miscellaneous.

(a) **Notice.** All notices to a Party hereunder will be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth in this Master Agreement. Notice will be deemed delivered and received on the date it is actually received.

(b) **Force Majeure.** Any failure or delay by i3 in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of i3.

(c) **Independent Contractors.** i3 and Client hereby acknowledge and agree that this Agreement does not create and does not intend to create a partnership, association, joint venture, or other legal entity or form an employment relationship.

(d) **Assignment.** This Agreement will be binding upon the successors and assigns of the parties, provided, however, that Client may not assign this agreement to a third party without the prior written consent of i3.

(e) **Survival.** The obligations, agreements and covenants contained in Sections 5, 7, 9, 10 and 11 hereof will survive the termination or expiration of this Agreement.

- (f) Severability. If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction. The parties agree that any such unenforceable term, provision or restriction will be deemed modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
- (g) **Governing Law.** This Agreement will be governed by and interpreted, construed and enforced in accordance with the Laws of the State of Tennessee, excluding any conflicts of law, rule or principle that would refer the governance, interpretation, construction or enforcement of this Agreement to the laws of another jurisdiction.

14. Definitions.

- (a) “**Documentation**” means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Solution Software, if any, including any updates thereto provided by i3.
- (b) “**Users**” means those individuals that Client provides (or that i3 provides at Client’s request) user identifications and passwords to Client’s account.
- (c) “**Third Party Software**” means software and services authored by a third party

InterOp Annex

This InterOp Annex supplements the terms of the Master Agreement.

1.0 LICENSING

The System(s) listed herein and in reference to i3 Verticals quotes in the following addendum for

InterOp® Mobile – 5 Subscription License

2.0 FEES

Fees for the services and products specified herein are specified in Exhibit B. The fees identified as ONE TIME or UP FRONT FEES shall be due upon execution of this Agreement. Fees identified as Subscription or Maintenance shall be due or begin upon installation.

2.1 CLIENT will be responsible for any hardware not explicitly outlined in this proposal ex: laptops, mounts, servers, thermal printers and etc,

3.0 HARDWARE

CLIENT will be responsible for any hardware, i.e. workstations, laptops, mounts, servers, thermal printers and replacement hardware etc beyond what is specifically listed in Exhibit B as well as third party vehicle installation.

4.0. **MINIMUM TERM.** This Agreement, you agree to a minimum thirty-six (36)-month Service period ("Initial Term"), which will automatically renew from month to month thereafter unless terminated sooner in accordance with this Agreement (each a "Renewal Term").

5.0 **TECHNICAL SUPPORT SERVICES.** I3 will provide technical support as necessary to InterOp systems so long as CLIENT is in good standing with all charges and CLIENT has an active technical support plan. Technical support will be provided on a best efforts basis and may require onsite work to be determined by I3.

CrimiNet Annex

This CrimiNet Annex supplements the terms of the Master Agreement.

PRELIMINARY STATEMENT –

SSI owns or has the right to license software known as “CrimiNet-GA” which consists of MS Windows compatible computer software programs in machine-readable form and related user documentation for use only on the GCIC computer network. Such materials are referred to in this Agreement as the “Application Programs.” This Agreement grants the Client a right and license to the use of these Application Programs.

ACCEPTANCE –

This Agreement shall not become effective until accepted by SSI. Such acceptance shall be evidenced by the signature and the entry of the acceptance date in the space below. This Agreement shall be governed by and construed under the laws of the State of Georgia.

THIS MASTER LICENSE AGREEMENT (this “Agreement”) is being entered into between i3-SSI, LLC dba Synergistic Software Integrated (this “Client”) and Summerville Police Department (“Client”).

Client

i3-SSI, LLC dba Synergistic Software Integrated
i3 Verticals

By: _____

Authorized Signature

By: _____
Authorized Signature

Printed Name and Title and Date

Printed Name and Title and Date

SCHEDULE A - LICENSE AGREEMENT

The "Approved Location(s)" & quantity per location are any locations approved by the GCIC and all terminal quantities that include a unique ORI connected to a GCIC Metro header. Any modification or addition to the Approved Location(s) stated above may be made at any time by Client. The intent of this paragraph is to protect the Clients rights under Section 5 (herein) and to protect the SSI from any loss of revenue.

SCHEDULE B - MAINTENANCE TERMS AND CONDITIONS:

Client is required to identify and designate a GCIC authorized individual on their staff as a "Key Operator". This individual agrees to be generally available by phone or other means to support the SSI in the event of Client problems using CrimiNet-GA software. Client agrees to have a phone available for use by the Key Operator to troubleshoot the CrimiNet-GA software with the help of the SSI. CrimiNet-GA software failures caused by Client error or neglect and repaired by SSI are not covered under this agreement and may be billed to the Client by SSI at the then current rate. It is imperative that Client sign this agreement or SSI claims the right to refuse service or support of CrimiNet-GA software or to supply upgrades, such as Images, and other revisions for CrimiNet-GA software as they become available .

AGENCY NAME:

DESIGNATED OPERATORS NAME:

DESIGNATED OPERATORS SIGNATURE:

DATE

Section 1 - GRANT OF NONEXCLUSIVE RIGHTS –

Subject to compliance by Client with the terms hereof, SSI hereby grants to Client a personal, nonexclusive, nontransferable license to install, use, and execute the Application Programs on Equipment owned or leased or otherwise provided for use by Client in the Approved Quantities & at the Approved Locations (as specified in Schedule A herein) in support of the internal business activities of Client. Subject only to the right and license expressly granted hereunder, all right, title, and interest in and to the Application Programs, including all associated intellectual property rights, are and shall remain with SSI. SSI’s grant to Client does not include any right to grant or otherwise transfer sublicenses or to transfer any other interest whatsoever in the Application Programs. No exclusive right of any kind is granted to Client by the terms of this Agreement.

Section 2 - PROPRIETARY RIGHTS; CONFIDENTIALITY –

Client acknowledges that the Application Programs, including associated report formats, screen displays, and menu features, constitute copyrighted works protected by federal and international copyright laws. Client shall not permit any personnel to remove any proprietary or other legends or restrictive notices contained or included in any materials provided by SSI, and Client shall not permit any personnel to copy or modify any such materials without specific authority from SSI. CrimiNet software is the proprietary property of i3-SSI, LLC and i3-SSI, LLC is the sole source provider of CrimiNet software.

Section 3 - FEES AND PAYMENT –

In consideration of the rights and licenses granted hereunder, Client shall pay SSI a one-time set up fee per CrimiNet license in the amount stated on the then current SSI price list at the time of purchase. Payment terms are net 30 days after receipt of invoice from SSI. Late payment fees apply.

Section 4 – MAINTENANCE and LICENSE FEE –

Per Schedule B herein, SSI offers maintenance in support of CrimiNet-GA software.

- A) First year of maintenance is included at no additional cost to Client.
- B) Annual maintenance can be renewed at a cost of \$480 per year per CrimiNet-GA license for a total of **\$480 for 1 license(s)**.
- C) Renewals for ALL installed licenses will occur at one time in the month the first license was installed. Client must renew all licenses in their possession at the same time to avoid different revision levels of CrimiNet.
- D) This agreement shall continue for successive three (3)-year terms at the then current rates, unless terminated in writing by either party with at least thirty (30) days notice.

Section 5 - APPROVED LOCATIONS & QUANTITIES –

The Approved Location(s) are specified in Schedule A hereto. The parties may add, delete, or change the Approved Locations at any time. License quantities per location are controlled by SSI with unique license numbers and Client is specifically denied the right to duplicate or modify CrimiNet software for its use on any non-approved locations or terminals connected to the GCIC/CJIS network..

Section 6 – TRAINING –

Before commencing its use of the CrimiNet-GA software, Client shall make its “Key Operator” available to SSI during normal business hours for training of such duration and scope as SSI may reasonably require. This “Key Operator” shall be responsible for training all other Client CrimiNet-GA users unless SSI agrees to provide additional training to Client at an added cost to Client.

Section 7 – TERMINATION –

No termination of this Agreement shall release Client from any obligation to pay SSI any amount that has accrued or become payable at or prior to the date of termination. All SSI property shall be promptly returned to SSI; especially CrimiNet-GA software.

Section 8 - WARRANTIES AND LIMITATIONS –

EXCEPT AS SET FORTH IN THIS AGREEMENT OR ANOTHER WRITTEN AGREEMENT SIGNED BY A DULY APPOINTED OFFICER OF SSI, SSI MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE APPLICATION PROGRAMS OR ANY OUTPUT BASED ON USE OF THE APPLICATION PROGRAMS. SSI SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The total liability of SSI (including its subcontractors and suppliers) for all claims, whether in contract, tort (including negligence and product liability) or otherwise, arising out of, connected with, or resulting from the license, delivery, installation, use, support, or maintenance of the Application Programs shall not exceed the royalty fee paid by Client.

QUESTIONS? - Email to support@getssi.com



VERTICALS

City of Hoschton
PO Box 1227
Hoschton GA 30124
City, State, Zip code
(706) 533-1100

To: Hoschton Police Department

Valid till: 04/14/2024

Attention: bhill@cityofhoschton.com

Quote #: DOC-41

**79 City Square
Hoschton , GA 30548**

Prepared by: Shannon Garza

Contact: sgarza@getssi.com

Products/Services

Detailed description of proposed products, hardware and services

Category	Name	Quantity	Unit Price	Billing Cycle	Total Price
Software	InterOp® Mobile Subscription (block of 5) InterOp Mobile Data Platform includes AVL, NCIC (where available), Mobile CAD (where available), Field Reporting and E-citation. - Billed Monthly. Includes support and maintenance agreement.	1	\$450	36	\$450
Service	Installation Basic Installation Package - includes remote configuration and (2) two days of onsite desktop installation and configuration updates during live.	1	\$1,200	--	\$1,200
Service	Training Basic Training Package - includes remote installation and (2) two days of onsite training	1	\$1,200	--	\$1,200



VERTICALS

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Category	Name	Quantity	Unit Price	Billing Cycle	Total Price
Software	CrimiNet CrimiNet Standalone GCIC Terminal. Integrates seamlessly with InterOp RMS to populate entry screens with just the touch of a button. Sold per workstation. Billed annually upon installation. Subscription includes support, maintenance and system updates.	1	\$40	36	\$40
Subtotal					\$2,890
Total					\$2,890

Total Up Front/One Time Fees	Total Monthly Subscription
\$ 2,400	\$ 490

Project Details

Mobile Add on with GCIC. No hardware. Agency to source mounts, laptops, gps devices and printers.

Terms and Conditions

Please read the terms and conditions carefully. This forms the contract between the customer and our company and in the event of a conflict, these terms and conditions shall prevail.

- 1. Estimate.** This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the client will be notified. Estimate valid until the Good Thru date listed above.
Hardware quote valid for 30 days ONLY.
- 2. Services.** Upon acceptance by you, i3 Verticals will perform the printing or other services described in the estimate. Any additional services requested by you and not covered by the estimate will incur additional charges.



VERTICALS

10000
10000
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10000

- 3. **Schedule.** The services will be completed and delivery will be made in accordance with the schedule in the estimate, or as otherwise approved by the parties in writing.
- 4. **Changes.** Changes in the specifications, quantities, schedule or other aspects of the services that are requested or approved by you do not become binding upon live unless accepted by i3 Verticals in writing. Any such changes may result in additional or increased charges, and you agree to pay such increased charges.
- 5. **Payment.** Please DO NOT pay this quote. Once accepted, you will receive an invoice for any hardware and start up costs detailed above. Final payment of any remaining balance, unless otherwise outlined in terms above, shall be due upon installation. Any subscription payments will begin upon installation unless, unless otherwise outlined in terms above. Invoices are generated monthly by default, but can be billed annually if preferred.
- 6. **Citation Payments.** Client shall be responsible for notifying the court provider of any amount due to i3 per citation. If applicable, fees should be remitted monthly. Should i3 not be able to collect fees due, for any reason, account shall be converted to a monthly subscription at a rate not less than \$2,700 per month.
- 7. **Minimum Term.** CLIENT agrees to a minimum three (3) year or thirty six (36) month Service period ("Initial Term"), which will automatically renew annually thereafter unless terminated sooner in accordance with this Agreement (each a "Renewal Term").

Accepted by Signature:

Date:

NEW BUSINESS

ITEM #13

Resolution 2024-015: Transfer of City-Owned
Property to Ultra Superior Homes, LLC

(sale of .278 acre narrow strip on Bell Ave.)

RESOLUTION 2024- 015

**TRANSFER OF CITY OF HOSCHTON, GEORGIA - OWNED PROPERTY TO
ULTRA SUPERIOR HOMES, LLC**

WHEREAS, the City of Hoschton owns the 0.278-acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property"); and

WHEREAS, the Hoschton City Manager has made Determinations pursuant to Sec. 1-113(b) of the Hoschton Code of Ordinances and recommendations of transfer pursuant to Sec. 1-113(d) of the Hoschton Code of Ordinances; and

WHEREAS, the City of Hoschton agrees with the recommendations made by the City Manager; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Hoschton hereby approves of the transfer of the Property to the abutting property owner, Ultra Superior Homes, LLC, or its designee, as specifically set forth in the City Manager Determinations related to the Property.

BE IT FURTHER RESOLVED THAT the governing body for the City of Hoschton hereby authorizes the Mayor, the City Manager and City Attorney to execute all such documents and agreements that may be necessary to complete the transfer of the Property.

Adopted this 30th day of April, 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:

Jen Williams, Assistant City Clerk

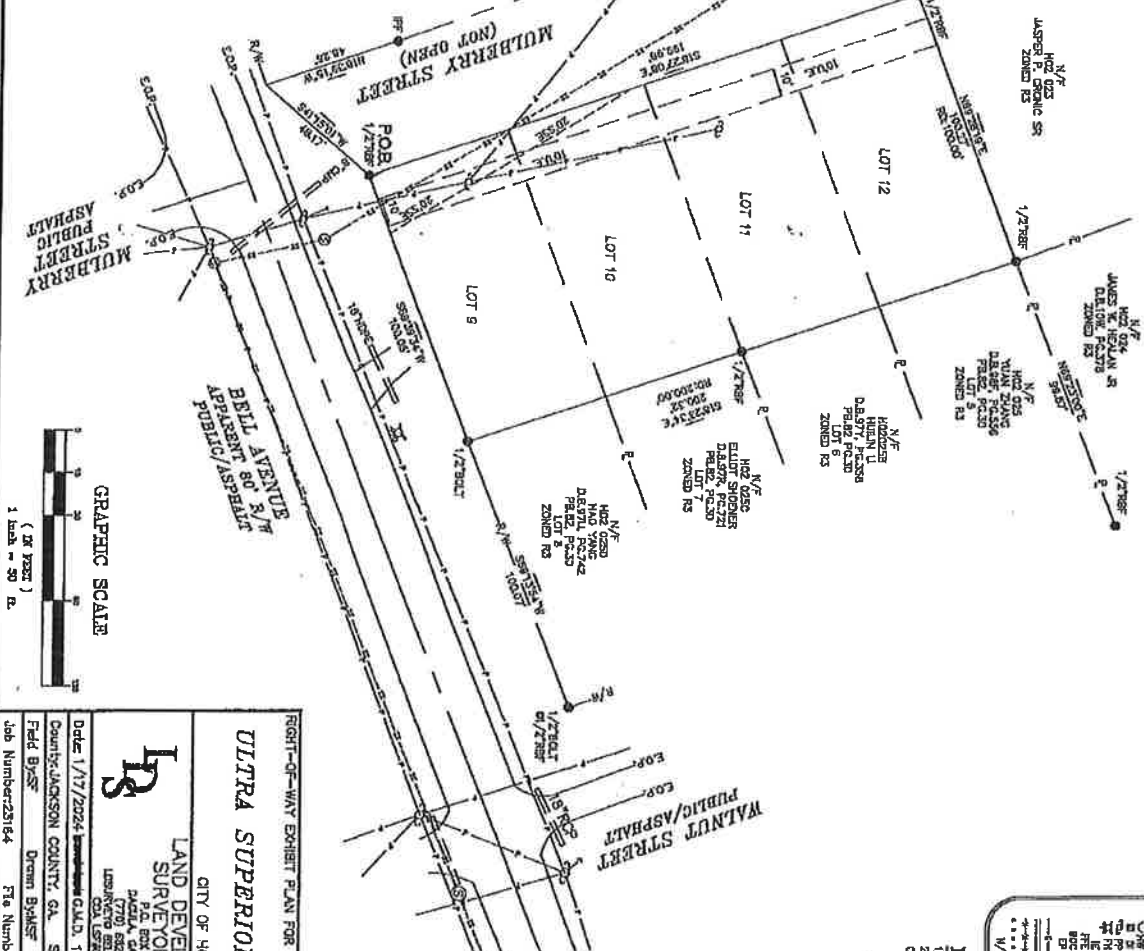
GENERAL SITE NOTES:

- 1) THIS IS A PRELIMINARY PLAN FOR THE CITY OF HOUGHTON AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.
- 2) THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS ISSUED HIS APPROVAL HEREON.
- 3) THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS ISSUED HIS APPROVAL HEREON.
- 4) THE ENGINEER HAS REVIEWED THE SUBJECT PROPERTY AND HAS FOUND THAT THE PROPOSED IMPROVEMENTS ARE IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS AND SPECIFICATIONS.
- 5) THE ENGINEER HAS REVIEWED THE SUBJECT PROPERTY AND HAS FOUND THAT THE PROPOSED IMPROVEMENTS ARE IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS AND SPECIFICATIONS.
- 6) THE ENGINEER HAS REVIEWED THE SUBJECT PROPERTY AND HAS FOUND THAT THE PROPOSED IMPROVEMENTS ARE IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS AND SPECIFICATIONS.

FLOOD HAZARD NOTE

THE ENGINEER HAS REVIEWED THE SUBJECT PROPERTY AND HAS FOUND THAT THE PROPOSED IMPROVEMENTS ARE IN ACCORDANCE WITH THE CITY ENGINEER'S STANDARDS AND SPECIFICATIONS.

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LEGEND

---	1/2" BENCH MARK
---	1/4" BENCH MARK
---	1" BENCH MARK
---	1/2" BENCH MARK
---	1/4" BENCH MARK
---	1" BENCH MARK
---	1/2" BENCH MARK
---	1/4" BENCH MARK
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---	1/4" BENCH MARK
---	1" BENCH MARK
---	1/2" BENCH MARK
---	1/4" BENCH MARK
---	1" BENCH MARK

REFERENCES

- 1) DE. 914. P.2/78
- 2) P. 24. P. 148
- OTHERS AS DERIVED ON PLAT

RIGHT-OF-WAY EXHIBIT PLAN FOR
ULTRA SUPERIOR HOMES, LLC
CITY OF HOUGHTON

LAND DEVELOPMENT SURVEYORS, INC.
1030 E. WILSON AVENUE
DUBLIN, GA 30108
(770) 682-6285
GEOGRAPHIC INFORMATION SYSTEMS

Date: 1/17/2024
County: JACKSON COUNTY, GA
Field By: [Name]
Job Number: 23114
Sheet: 1 OF 1

R/W LAND DESCRIPTION OVERALL

All that tract or parcel of land lying and being in Georgia Militia District 1407, Jackson County, Georgia and being more particularly described as follows:

Beginning at a ½" Rebar Found along the intersection of the Northerly Right-of-Way of Bell Avenue (apparent 80-foot Right-of-Way) and the Easterly Right-of-Way of Mulberry Street (Not Open), which is the True Point of Beginning.

THENCE following along the Northerly Bell Avenue Right-of-Way (apparent 80-foot Right-of-Way), South 41 degrees 15 minutes 01 seconds West for a distance of 48.17 feet to a Point; THENCE North 18 degrees 39 minutes 15 seconds West for a distance of 48.26 feet to an Iron Pin Found;

THENCE following along the Westerly Mulberry Street Right-of-Way (Not Open), North 19 degrees 37 minutes 56 seconds West for a distance of 151.37 feet to an Axle at a Fence Post;

THENCE following along the Southerly Mulberry Street Right-of-Way (Not Open), South 88 degrees 44 minutes 14 seconds West for a distance of 130.39 feet to a point;

Thence following along the Northerly Mulberry Street Right-of-Way (Not Open) North 71 degrees 12 minutes 29 seconds East for a distance of 149.66 feet to a ½ inch rebar found;

Thence continuing along the Mulberry Street Right-of-Way (Not Open), South 71 degrees 46 minutes 20 seconds East for a distance of 24.68 feet to a ½ inch rebar found;

THENCE continuing along the Mulberry Street Right-of-Way (Not Open), South 18 degrees 27 minutes 08 seconds East for a distance of 199.98 feet to a ½" Rebar Found, which is the True Point of Beginning.

Said property contains 12,129 square feet, 0.278 acres
Including Basements within.

CITY MANAGER DETERMINATIONS

Jennifer Harrison, City Manager of the City of Hoschton, Georgia, hereby makes the following determinations pursuant to Sec. 1-113 of the Hoschton Code of Ordinances:

The 0.278-acre tract of real property shown on the attached Exhibit "A" (hereinafter referred to as "the Property"), is a narrow strip of land, so shaped and so small as to be incapable of being used independently as zoned and under applicable subdivision and other development ordinances, and is also incapable of being used as a street, whether owned in fee or used by easement. The transfer of the Property to Ultra Superior Homes, LLC will facilitate the enjoyment of the highest and best use of the abutting owners' property and will also benefit the City tax base and contribute to the overall development of the City. The reasonable fair market value of the Property, based upon an appraisal conducted by a licensed real estate appraiser within the last twelve (12) months, is \$36,400.00.

Based on the aforementioned determinations, the abutting property owner, Ultra Superior Homes, LLC, has been notified of the availability of the Property, and Ultra Superior Homes, LLC has expressed its desire to purchase the Property for the sum of \$27,000.00. The sum offered by Ultra Superior Homes, LLC is reasonable, given the City's need to retain easements on the Property.

I hereby recommend that the governing body of the City of Hoschton authorize the sale of the Property to Ultra Superior Homes, LLC or its designee, subject to any easements which the City needs to maintain on the Property for needed infrastructure.

This 17th day of April, 2024.



Jennifer Harrison, City Manager

R/W LAND DESCRIPTION OVERALL

All that tract or parcel of land lying and being in Georgia Militia District 1407, Jackson County, Georgia and being more particularly described as follows:

Beginning at a ½" Rebar Found along the intersection of the Northerly Right-of-Way of Bell Avenue (apparent 80-foot Right-of-Way) and the Easterly Right-of-Way of Mulberry Street (Not Open), which is the True Point of Beginning.

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Said property contains 12,129 square feet, 0.278 acres
Including Easements within.

NEW BUSINESS

ITEM #14

Proclamation:
Professional Municipal Clerks Week
May 5-11, 2024

Proclamation

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 5 - 11, 2024

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, **Debbie Martin**, Mayor of Hoschton, do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, **Jennifer Harrison** and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this _____ day of _____, 2024

Mayor _____

Attest _____