



WORK SESSION
AGENDA

CALL TO ORDER

AGENDA APPROVAL

REPORTS BY MAYOR, COUNCIL, AND STAFF

NEW BUSINESS

1. Recognizing the scholarship award hosted by the Hoschton Women's Civic Club
2. Resolution 2025:13: Road Closure for Depot Event (Railroad Ave) May 17, 2025, for a special Event Hosted by The Depot
3. IGA - T-SPLOST: *Intergovernmental Agreement Between Jackson County, Georgia, The Cities Of Arcade, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass And Talmo, And The Town Of Braselton For The Jackson County 2025 Transportation Special purpose local option sales tax.*
4. Special Alcohol License Permit – Requested by Pasta Master, CASA Rica, 4 Brothers at the Depot and Sliced Pizza to host the monthly car show event.
5. Resolution 2025:14: Town of Braselton - Road Signage Request on Henry Street
6. Water Vault Easement – McDonalds
7. Park Grant Discussion (153 Mulberry Street)

CITIZEN INPUT

EXECUTIVE SESSION (IF NEEDED)

ADJOURN

Upcoming Events & Public Meetings:

May 15 th @ 6:00pm	City Council Meeting (Voting Session)
May 22 th @ 3:00pm	Historic Preservation Committee Meeting
May 28 th @ 6:00pm	Planning & Zoning Commission Meeting

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.

MONTHLY REPORT

APRIL 2025

CITY MANAGER REPORT

- Comprehensive Plan is in motion. We had our first kick-off meeting on Tuesday, April 1 with North Georgia Regional Commission hosting, along with our City Planner.
- The following day we met with the Hoschton Transportation committee and had our first kick-off meeting to discuss Master Traffic Plan.
- The DDA announced two new members of their board. Ms. Cona with Juke N Jive and Ms. Jessica with Putters Golf Cart. Both local businesses are in Downtown Hoschton. We are excited to have them aboard!
- We have been in the hiring process for additional employees and look forward to growing the team to best serve our community.
- Networking has been a great success. These monthly morning meetings are held in the community room for all City Businesses and Surrounding.
- City Manager and Mayor met with Georgia Power is regards to community growth.
- City Manager, City Engineer and Staff met with Reeves and Young to kick off the expansion of the Sewer Plant from .5 to .95.
- The City hosted GA Cities Week from April 21-April 24
- City Manager attended the monthly MPO Technical Committee for Jackson/Hall county to stay on top of capital projects within the counties and GDOT.
- Historic Preservation Committee hosted Hoschton Harvest Days on April 26th, to receive historical items to put in the Hoschton archive.

Other Highlights:

Kroger is set to open August 2025

Signal Light (Peachtree Road/Highway 53) – Summer 2025

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

Respectfully submitted,

Jennifer Harrison

City Manager

2025 On-Going Projects

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

Updated 4/1/2025



PUBLIC WORKS DEPARTMENT

MONTHLY REPORT APRIL 2025

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

- **Met with EMI several times and worked on new routes for the booster pump to feed the North Tank. We are making progress on that.**
- **Met with Chris Wilson (Aberdeen Development) for a progress meeting and draining at a citizen's residence from this development.**
- **Met With Brandon Pitts (Tribute Development) for a progress meeting and looked at some "walls" they are trying to install.**
- **Attended the South Tank Groundbreaking.**
- **Had the storm inlet at Bell Ave and White Street repaired.**
- **Met with Reeves and Young along with City Manager and EMI regarding the WWTP upgrade.**
- **The City Manager and I met with Town of Braselton City Manger and Public Works Director to discuss signage they wanted to install on Henry Street/Piedmont Ave.**
- **We participated in the Georgia Cities Week the City hosted. Touch a Truck and the Downtown Clean up.**

- **We are continuing to work with the WJ Fire Department while they continue to pressure test the fire hydrants in the City. We have several older hydrants that we are looking to replace within the next year.**
- **Twin Lakes phases 6A, 6B, and 7 Bond Release. – in progress**
- **Alma Farms Bond Release– in progress**

Police Department Report 05/02/2025

1. **Reports and Citations**- The Police Department has generated over 1800 case numbers since January 1 and wrote 98 citations in the month of April.
2. **Court**- We will have court again on June 26th at City Hall.
3. **Personnel**: Tal Parden was hired and will be taking on the role of Captain with the department. Tal has many years of experience and will be a great asset. Brandon Bryan was hired as an Officer and also has many years of experience in law enforcement.
4. **Activity**:
 - Cpt. Parden attended a breakfast at the Sheriff's Office for Public Safety Leaders in the county.
 - We had a touch-a-truck event during Cities Week
 - We assisted in cleaning up around the City Hall during Cities Week
 - Chief Hill and Cpt Parden spoke at Georgia Kids Academy about safety and showed off two Police Vehicles
 - We had our Radars and Lasers certified this month for the year
 - We are coordinating with multiple agencies to hold a safety checkpoint on June 13th
 - Attended a reception for the new Braselton Chief of Police

**CITY OF HOSCHTON, GA
BUILDING AND PLANNING REPORT
ACTIVE, ONGOING AND FUTURE TASKS**

Category	Description of Task	Status	Notes
Rezoning	Z-25-01 SEK Hoschton (C-2 to C-3)	P&Z recommended approval	On CC agenda for May
LAND DISTURBANCE AND DEVELOPMENT PERMITS			
Development Permit App.	McDonald's (Gateway outlot)	Engineering & Planning Review Complete	
Development Permit App.	Tractor Equipment Company Warehouse Addition 3218 Highway 53 (113/021)	Land Disturbance Permit only issued 2/5/25	Development permit pending
Development Permit App.	Tribute sewage lift station	5 th review received and routed to EMI 04/10/25	
Development Permit App.	Tribute Planned Unit Development	Land Disturbance Permit only issued 2/5/25	GSWCC approved 9/23/2024; EMI 3 rd received 2-7-25
Development Permit App.	Aylo Health	distributed file copies for 2 nd review 12/31/24	GSWCC approved 2-5-25; See also final plat (minor)
Development Permit App.	Aberdeen POD A land disturbance and development permit and POD B land disturbance permit	Land Disturbance Permit only issued 11/27/24	Development permit pending
Development Permit App.	Aberdeen POD C land disturbance and development permit	Land Disturbance Permit only issued 2/5/25	Development permit pending
Development Permit App.	Aberdeen sewer pump station	Issued 12/31/24	
Development Permit App.	Henry Street Townhomes (24 fee simple townhouses)	3 rd submission received and routed to EMI 04/14/25	
LDP and Development Permit	Peachtree Daycare	Received and routed of EMI and GSWCC 04/17/25	
DEDICATIONS			
SUBDIVISION PLATS			
Final plat (major)	Alma Farms Revision	Received 04/30/25	
SPECIAL PROJECTS			
Special Projects	5-Year update of comprehensive plan (requires steering committee)	Steering Committee and kick off meeting complete	October 2025 deadline

BUILDING REPORT				
	Total	Single Family Residential	Commercial	Other
Permits Issued	66	45	3	18
Certificates of Occupancy	54	54	0	0
	Total	Passed	Failed	
Inspections	488	391	97	80% Passed

LINE #1

Recognizing the scholarship award hosted
by the Hoschton Women's Civic Club

LINE #2

Resolution 2025:13: Road Closure for
Depot Event (Railroad Ave) May 17,
2025, for a special Event Hosted by The
Depot

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-13

**A RESOLUTION AUTHORIZING THE CLOSURE OF A PUBLIC ROAD DURING
PROS AT THE DEPOT**

WHEREAS, the City of Hoschton is sponsoring Pros at the Depot to provide recreational opportunities for the citizens of Hoschton and surrounding areas.

NOW, THEREFORE, BE IT RESOLVED that Railroad Avenue will be closed for this event beginning Friday, May 16, 2025 at 12:00am until Saturday, May 17, 2025 at 12:00am.

SO RESOLVED, this 15th day of May, 2025.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Harrison, City Clerk

LINE #3

*IGA - T-SPLOST: Intergovernmental Agreement
Between Jackson County, Georgia, The Cities Of
Arcade, Commerce, Hoschton, Jefferson,
Maysville, Nicholson, Pendergrass And Talmo, And
The Town Of Braselton For The Jackson County
2025 Transportation Special purpose local option
sales tax.*

**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY,
GEORGIA, THE CITIES OF ARCADE, COMMERCE, HOSCHTON,
JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS AND TALMO, AND THE
TOWN OF BRASELTON FOR THE JACKSON COUNTY 2025 TRANSPORTATION
SPECIAL PURPOSE LOCAL OPTION SALES TAX**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is entered into, effective as of this _____ day of _____, 2025, by and between JACKSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), the cities of ARCADE, COMMERCE, HOSCHTON, JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS and TALMO, municipalities of the State of Georgia located in the County (hereinafter individually referred to as the “City” and collectively referred to as the “Cities”), and the Town of Braselton, a municipality of the State of Georgia located in the County (hereinafter the “Town”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes the entry of intergovernmental agreements by counties and municipalities for the provision of services, activities, and facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (hereinafter the “Act”), authorizes the levy of a one percent Transportation Special Purpose Local Option Sales Tax (hereinafter “TSPLOST”) within the special district which is coterminous with the boundaries of the County (hereinafter “Special District”) upon the approval of the voters therein;

WHEREAS, the Cities and the Town constitute all of the qualified municipalities located within the Special District;

WHEREAS, the County is not located within a special district levying a special sales and use tax pursuant to Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not located in a region of the State wherein a referendum on a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia has been proposed, as defined by O.C.G.A. 48-8-262(a)(1);

WHEREAS, a tax is currently being levied and collected in the County pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not a Metropolitan County Special District as defined in and governed by Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County, the Cities, and the Town desire for the County to submit to the voters thereof on November 4, 2025 the question of whether to impose a one percent TSPLOST in the Special District beginning on April 1, 2026 (hereinafter the “2025 TSPLOST”);

WHEREAS, the Act authorizes the County, the Cities, and the Town to enter into an intergovernmental agreement in order, among other things, to memorialize their agreement to the imposition of the 2025 TSPLOST and the rate of said tax, to establish the distribution of the proceeds of the 2025 TSPLOST, and to establish the transportation purposes and projects that will be funded with said proceeds;

WHEREAS, on _____, the County, the Cities, and the Town met to discuss the imposition of the 2025 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. § 48-8-262(a)(2);

WHEREAS, said meeting between the County, the Cities, and the Town was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities and the Town such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. § 48-8-262(a)(2); and

WHEREAS, the County, the Cities, and the Town desire to enter into this Agreement for the imposition of the 2025 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Cities consent and agree as follows:

SECTION 1 **REPRESENTATIONS OF THE CITIES**

Each of the Cities and the Town hereby represents that:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the City or Town, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City or Town, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or Town or by which the City or Town is bound.

(c) To the knowledge of the City or Town, there is no litigation pending or threatened challenging the existence or powers of the City or the Town or the ability of the City or the Town to enter into this Agreement, or seeking to restrain or enjoin the City or the Town from entering into this Agreement or acquiring, constructing or installing any of

the transportation purposes or projects of the City or Town sought to be financed from the proceeds of the 2025 TSPLOST.

SECTION 2

REPRESENTATIONS OF THE COUNTY

The County hereby represents that:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Agreement, or seeking to restrain or enjoin the County from entering into this Agreement, imposing the 2025 TSPLOST or acquiring, constructing or installing any of the transportation purposes or projects of the County sought to be financed from the proceeds of the 2025 TSPLOST.

SECTION 3

EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall commence upon the date that it is last signed by a party hereto and shall terminate upon the earlier of:

- (a) The failure of the referendum election described in this Agreement;
- (b) The expenditure of the last dollar of money collected from the 2025 TSPLOST after its expiration; or
- (c) The passage of fifty (50) years from the date of the commencement of this Agreement.

SECTION 4

REFERENDUM ELECTION FOR IMPOSITION OF TSPLOST

4.1 The County agrees that it will take all actions necessary to cause to be called a referendum election, to be held in all the voting precincts in the County, on the 4th day of

November, 2025 for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the Special District, as authorized by the Act, for six years to raise approximately \$200,000,000.00 for transportation purposes. The distribution of the proceeds from said 2025 TSPLOST, the transportation purposes and projects for which said funds are to be expended, and the estimated amount of the 2025 TSPLOST to be allocated to each such transportation purpose and project are set forth on Schedule A to this Agreement.

4.2 The County, the Cities, and the Town agree to the imposition of said 2025 TSPLOST, the holding of said referendum election, and the distribution and uses of the proceeds of the 2025 TSPLOST set forth herein.

SECTION 5 **CONDITIONS PRECEDENT**

The obligations of all parties under this Agreement are conditioned upon the following events:

- (a) The adoption of a resolution by the Board of Commissioners of Jackson County authorizing the imposition of the 2025 TSPLOST and directing the Jackson County Board of Elections and Registration to call the referendum election described herein.
- (b) The calling by the Jackson County Board of Elections and Registration of the referendum election described herein.
- (c) The approval of the imposition of the 2025 TSPLOST by a majority of the voters in the County voting in the referendum election.

SECTION 6 **PROCEEDS AND TERM**

6.1 Upon the approval of the Jackson County voters, the 2025 TSPLOST tax referenced herein will be collected beginning on April 1, 2026 and terminating on March 31, 2032.

6.2 The proceeds from the 2025 TSPLOST shall be used by the County, the Cities, and the Town exclusively for the transportation purposes specified in the resolution of the County calling for the imposition of the 2025 TSPLOST, except as otherwise provided by law.

6.3 A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2025 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on Schedule A hereto.

6.4 The list of transportation purposes and projects set forth in Schedule A hereto reflects the expenditure of at least 30 percent of the estimated revenue from the 2025 TSPLOST on projects consistent with the State-wide Strategic Transportation Plan, as referenced in O.C.G.A. § 32-2-22(a)(6).

6.5 The County shall create and maintain a separate bank account in which the County's proceeds of the 2025 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2025 TSPLOST received by the County shall be kept separate from all other funds of the County and shall not be commingled therewith. Each City and Town shall create and maintain a separate bank account in which that City's and Town's share of the proceeds of the 2025 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2025 TSPLOST received by each City or Town shall be kept separate from all other funds of such City or Town and shall not be commingled therewith.

6.6 The County shall receive from the Georgia Department of Revenue (hereinafter "DOR") all proceeds of the 2025 TSPLOST, other than the amount paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1).

6.7 Upon the receipt by the County of the proceeds of the 2025 TSPLOST collected by the DOR, the County shall immediately deposit said proceeds in the County's separate bank account created pursuant to this Section. Within ten (10) business days after the County's receipt of said proceeds, the County shall disburse to the Cities and Town their respective shares of said proceeds pursuant to Section 7 of this Agreement. Should any City or Town cease to exist as a legal entity before all proceeds of the 2025 TSPLOST are distributed under this Agreement, that City's or Town's share of the proceeds subsequent to dissolution shall be paid to the County and shall become part of the County's share of the proceeds unless an act of the Georgia General Assembly makes the defunct City or Town part of another successor city or town. If such an act is passed, the defunct City's or Town's share shall be paid to the successor city or town in addition to all other funds to which the successor city or town would otherwise be entitled.

6.8 The proceeds of the 2025 TSPLOST shall be maintained in separate accounts and utilized exclusively for the purposes specified for such funds.

6.9 The transportation purposes and projects included in this Agreement shall be funded from the proceeds of the 2025 TSPLOST, except as otherwise agreed in writing by the parties hereto.

SECTION 7

SCHEDULE OF DISBURSEMENTS

7.1 Within ten (10) days after the County's monthly receipt from the DOR of the proceeds of the 2025 TSPLOST, the County shall disburse said proceeds pursuant in the following percentages:

<u>Jurisdiction</u>	<u>Percentage</u>
Jackson County	71.3%
Arcade	2.2%
Braselton	2.5%
Commerce	7.4%
Hoschton	2.3%
Jefferson	10.1%
Maysville	1.0%
Nicholson	1.9%
Pendergrass	0.8%
Talmo	0.5%

7.2 Said funds shall be disbursed in said percentages until the expiration or termination of the 2025 TSPLOST. The County and each of the Cities and Town shall use their respective shares of the proceeds of the 2025 TSPLOST for the transportation purposes and projects identified for each on Schedule A hereto.

SECTION 8

COUNTY AND CITIES NOT LIABLE FOR INSUFFICIENT PROCEEDS

8.1 Should the proceeds generated by the 2025 TSPLOST be insufficient to complete the transportation purposes and projects listed on Schedule A hereto, the County, Cities, and Town shall have no obligation to pay additional funds from sources other than the 2025 TSPLOST for the completion of any of the same.

8.2 The County and each of the Cities and Town shall not be obligated to pursue such jurisdiction's transportation purposes and projects set forth on Schedule A to the extent that such jurisdiction's share of the proceeds from the 2025 TSPLOST is insufficient to complete all of the same. In such event, the governing body of such jurisdiction may elect to not pursue certain of the transportation projects and purposes set forth on Schedule A for that jurisdiction, or to modify such projects and purposes to the extent necessary to remedy such shortfall.

SECTION 9
RECORDKEEPING, AUDITS, AND REPORTS

9.1 The governing authorities of the County, the Cities, and the Town shall each maintain a record of each and every purpose/project for which the proceeds of the 2025 TSPLOST are used. A schedule shall be included in the annual audit of the County and of each of the Cities and Town setting forth the County's, City's, or Town's transportation purposes/projects to be funded by the proceeds of the 2025 TSPLOST and for each such transportation purpose/project shall set forth: the original estimated cost, the current estimated cost if different than the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditors for the County and for each City and Town shall verify and test expenditures in a manner sufficient to assure that the schedule is fairly presented in relation to the financial statements. The auditors' reports on the financial statements of the County and each of the Cities and Town shall include an opinion, or a disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

9.2 The governing authority of the County and of each of the Cities and Town shall, by no later than December 31 of each year, publish in the *Jackson Herald* the report required by O.C.G.A. § 48-8-269.6.

SECTION 10
COMPLETION OF PROJECTS AND EXCESS FUNDS

10.1 The County, Cities, and Town acknowledge that the costs shown for each transportation purpose and project described on Schedule A are estimated amounts.

10.2 If a transportation purpose or project of the County has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended County proceeds of the 2025 TSPLOST allocated to such purpose or project to any other County transportation project(s) or purpose(s) as listed in Schedule A. Any County proceeds of the 2025 TSPLOST in excess of the total actual costs of the County transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing County debt and, if such excess proceeds exceed the outstanding indebtedness of the County, then such excess proceeds shall be paid into the general fund of the County for the purpose of reducing ad valorem taxes.

10.3 If a transportation purpose or project of a City or Town has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, that City or Town may apply its remaining unexpended proceeds of the 2025 TSPLOST allocated to such purpose or project to any other transportation project(s) or purpose(s) of that City or Town as listed in Schedule A. Any of that City's or Town's proceeds of the 2025 TSPLOST in excess of the total actual costs of that City's or Town's transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing that City's or Town's debt and, if such excess proceeds exceed the outstanding indebtedness of that City or Town, then such excess proceeds shall be paid into the general fund of that City or Town for the purpose of reducing ad valorem taxes.

SECTION 11
NO GENERAL OBLIGATION DEBT

No general obligation debt is to be issued in conjunction with the imposition of the 2025 TSPLOST.

SECTION 12
ENTIRE AGREEMENT

This Agreement, including Schedule A, constitutes all of the understandings and agreements existing between the County, the Cities, and the Town with respect to use of the proceeds from the 2025 TSPLOST. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the 2025 TSPLOST. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County, the Cities, and the Town.

SECTION 13
GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 14
AUTHORITY

Each of the signatories below represents that he or she has the authority to execute this Agreement on behalf of the party for which he or she has signed it.

SECTION 15
SEVERABILITY

Should any provision of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force.

SECTION 16
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

SECTION 17
NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been given upon being sent by United States certified mail, return receipt requested, and postage prepaid, addressed as set forth below:

- (a) As to Jackson County:
Jackson County Board of Commissioners
Attention: Chairman
67 Athens Street
Jefferson, GA 30549

- (b) As to the City of Arcade:
City of Arcade
Attention: Mayor
3325 Athens Highway
Jefferson, GA 30549

- (c) As to the City of Commerce:
City of Commerce
Attention: Mayor
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

- (d) As to the City of Hoschton:
City of Hoschton
Attention: Mayor
61 City Square Street
Hoschton, GA 30548

- (e) As to the City of Jefferson:
City of Jefferson
Attention: Mayor
147 Athens Street
Jefferson, GA 30549

- (f) As to the City of Maysville:
City of Maysville
Attention: Mayor
4 Homer Street
Maysville, GA 30558

- (g) As to the City of Nicholson:
City of Nicholson
Attention: Mayor
5488 US Hwy 441 South
Nicholson, GA 30565
- (h) As to the City of Pendergrass:
City of Pendergrass
Attention: Mayor
65 Smith Bridges Street
Pendergrass, GA 30567
- (i) As to the City of Talmo
City of Talmo
Attention: Mayor
45 AJ Irvin Road
Talmo, GA 30575
- (j) As to the Town of Braselton
Town of Braselton
Attention: Mayor
4982 Highway 53
Braselton, GA 30517

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of this ____ day of _____, 2025.

JACKSON COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Clerk

CITY OF ARCADE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF COMMERCE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2025 TSPI.OST]

CITY OF HOSCHTON

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF JEFFERSON

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF MAYSVILLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2025 TSPLOST]

CITY OF NICHOLSON

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF PENDERGRASS

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF TALMO

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2025 TSPLOST]

TOWN OF BRASELTON

By: _____
Mayor

(SEAL)

Attest:

Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2025 TSPLOST]

SCHEDULE A

EXHIBIT A

**Jackson County Transportation Special Purpose Local Options Sales Tax
(TSPLOST) Program**

2024 TSPLOST proceeds, to the extent available, shall be allocated to the Projects shown in the table below. The Projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

JACKSON COUNTY	
Bridge Projects	\$12,600,000
Roadway Capacity and Widening Projects	\$66,400,000
Intersection Improvements	\$31,300,000
Transportation Improvements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use paths and trails)	\$12,387,200
Road Resurfacing/Paving	\$13,689,600
Airport Projects	\$6,223,200
Jackson County Total Est.:	\$142,600,000
ARCADE	
Road Improvements	\$880,000
Paving & Resurfacing Projects	\$3,520,000
Arcade Total Est.:	\$4,400,000
BRASELTON	
Construction of roads, bridges, sidewalks, multi-use paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects	\$2,500,000
Resurfacing, including full-depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects	\$2,500,000
Braselton Total Est.:	\$5,000,000
COMMERCE	
Transportation Improvements (sidewalks, curbing, drainage structures, stormwater management, striping, signage); Road Paving & Resurfacing; Intersection Improvements	\$14,800,000
Commerce Total Est.:	\$14,800,000

HOSCHTON	
Transportation Improvements (streets, bridges, sidewalks, curbing, drainage structures, striping signage, multi-use paths)	\$2,000,000
Road resurfacing and paving	\$2,600,000
Hoschton Total Est.:	\$4,600,000
JEFFERSON	
Transportation Improvements and Resurfacing/Paving	\$20,200,000
Jefferson Total Est.:	\$20,200,000
MAYSVILLE	
Transportation Improvements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use paths and trails)	\$1,500,000
Road Resurfacing/Paving	\$500,000
Maysville Total Est.:	\$2,000,000
NICHOLSON	
Transportation Enhancements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use path and trails)	\$1,900,000
Roads Resurfacing/Paving	\$1,520,000
Traffic Efficiency (Intersection improvements) and Roadway Capacity/Widening	\$380,000
Nicholson Total Est.:	\$3,800,000
PENDERGRASS	
Road Resurfacing/Paving	\$900,000
Transportation Improvements (sidewalks, curbing, striping, signage, and lighting)	\$700,000
Pendergrass Total Est.:	\$1,600,000
TALMO	
Transportation Improvements (add sidewalks, upgrade roadway signage, add crosswalks)	\$500,000
Road Resurfacing/Paving	\$500,000
Talmo Total Est.:	\$1,000,000

Allocation based on collections of \$200,000,000

<u>Jurisdiction</u>	<u>Miles</u>	<u>% of total</u>	<u>Amount</u>
Arcade	18.98	2.2%	\$4,400,000
Braselton	21.57	2.5%	5,000,000
Commerce	62.73	7.4%	14,800,000
Hoschton	19.49	2.3%	4,600,000
Jefferson	86.28	10.1%	20,200,000
Maysville	8.77	1.0%	2,000,000
Nicholson	15.74	1.9%	3,800,000
Pendergrass	6.60	0.8%	1,600,000
Talmo	4.38	0.5%	1,000,000
<u>County(uninc.)</u>	<u>607.76</u>	<u>71.3%</u>	<u>142,600,000</u>
Total	852.30	100%	\$200,000,000

Total County miles – 607.76

Total City miles – 244.54

30% of estimated revenue required to be spent on projects consistent with the State-wide Strategic Transportation Plan - \$60,000,000

**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY,
GEORGIA, THE CITIES OF ARCADE, COMMERCE, HOSCHTON,
JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS AND TALMO, AND THE
TOWN OF BRASELTON FOR THE JACKSON COUNTY 2024 TRANSPORTATION
SPECIAL PURPOSE LOCAL OPTION SALES TAX**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into, effective as of this 1st day of July, 2024, by and between JACKSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), the cities of ARCADE, COMMERCE, HOSCHTON, JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS and TALMO, municipalities of the State of Georgia located in the County (hereinafter individually referred to as the "City" and collectively referred to as the "Cities"), and the Town of Braselton, a municipality of the State of Georgia located in the County (hereinafter the "Town").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes the entry of intergovernmental agreements by counties and municipalities for the provision of services, activities, and facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (hereinafter the "Act"), authorizes the levy of a one percent Transportation Special Purpose Local Option Sales Tax (hereinafter "TSPLOST") within the special district which is coterminous with the boundaries of the County (hereinafter "Special District") upon the approval of the voters therein;

WHEREAS, the Cities and the Town constitute all of the qualified municipalities located within the Special District;

WHEREAS, the County is not located within a special district levying a special sales and use tax pursuant to Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not located in a region of the State wherein a referendum on a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia has been proposed, as defined by O.C.G.A. 48-8-262(a)(1);

WHEREAS, a tax is currently being levied and collected in the County pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not a Metropolitan County Special District as defined in and governed by Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County, the Cities, and the Town desire for the County to submit to the voters thereof on November 5, 2024 the question of whether to impose a one percent TSPLOST in the Special District beginning on April 1, 2025 (hereinafter the "2024 TSPLOST");

WHEREAS, the Act authorizes the County, the Cities, and the Town to enter into an intergovernmental agreement in order, among other things, to memorialize their agreement to the imposition of the 2024 TSPLOST and the rate of said tax, to establish the distribution of the proceeds of the 2024 TSPLOST, and to establish the transportation purposes and projects that will be funded with said proceeds;

WHEREAS, on May 6, 2024, the County, the Cities, and the Town met to discuss the imposition of the 2024 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. § 48-8-262(a)(2);

WHEREAS, said meeting between the County, the Cities, and the Town was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities and the Town such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. § 48-8-262(a)(2); and

WHEREAS, the County, the Cities, and the Town desire to enter into this Agreement for the imposition of the 2024 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Cities consent and agree as follows:

SECTION 1 **REPRESENTATIONS OF THE CITIES**

Each of the Cities and the Town hereby represents that:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the City or Town, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City or Town, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or Town or by which the City or Town is bound.

(c) To the knowledge of the City or Town, there is no litigation pending or threatened challenging the existence or powers of the City or the Town or the ability of the City or the Town to enter into this Agreement, or seeking to restrain or enjoin the City or the Town from entering into this Agreement or acquiring, constructing or installing any of

the transportation purposes or projects of the City or Town sought to be financed from the proceeds of the 2024 TSPLOST.

SECTION 2

REPRESENTATIONS OF THE COUNTY

The County hereby represents that:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Agreement, or seeking to restrain or enjoin the County from entering into this Agreement, imposing the 2024 TSPLOST or acquiring, constructing or installing any of the transportation purposes or projects of the County sought to be financed from the proceeds of the 2024 TSPLOST.

SECTION 3

EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall commence upon the date that it is last signed by a party hereto and shall terminate upon the earlier of:

- (a) The failure of the referendum election described in this Agreement;
- (b) The expenditure of the last dollar of money collected from the 2024 TSPLOST after its expiration; or
- (c) The passage of fifty (50) years from the date of the commencement of this Agreement.

SECTION 4

REFERENDUM ELECTION FOR IMPOSITION OF TSPLOST

4.1 The County agrees that it will take all actions necessary to cause to be called a referendum election, to be held in all the voting precincts in the County, on the 5th day of

November, 2024 for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the Special District, as authorized by the Act, for six years to raise approximately \$200,000,000.00 for transportation purposes. The distribution of the proceeds from said 2024 TSPLOST, the transportation purposes and projects for which said funds are to be expended, and the estimated amount of the 2024 TSPLOST to be allocated to each such transportation purpose and project are set forth on Schedule A to this Agreement.

4.2 The County, the Cities, and the Town agree to the imposition of said 2024 TSPLOST, the holding of said referendum election, and the distribution and uses of the proceeds of the 2024 TSPLOST set forth herein.

SECTION 5 **CONDITIONS PRECEDENT**

The obligations of all parties under this Agreement are conditioned upon the following events:

- (a) The adoption of a resolution by the Board of Commissioners of Jackson County authorizing the imposition of the 2024 TSPLOST and directing the Jackson County Board of Elections and Registration to call the referendum election described herein.
- (b) The calling by the Jackson County Board of Elections and Registration of the referendum election described herein.
- (c) The approval of the imposition of the 2024 TSPLOST by a majority of the voters in the County voting in the referendum election.

SECTION 6 **PROCEEDS AND TERM**

6.1 Upon the approval of the Jackson County voters, the 2024 TSPLOST tax referenced herein will be collected beginning on April 1, 2025 and terminating on March 31, 2031.

6.2 The proceeds from the 2024 TSPLOST shall be used by the County, the Cities, and the Town exclusively for the transportation purposes specified in the resolution of the County calling for the imposition of the 2024 TSPLOST, except as otherwise provided by law.

6.3 A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2024 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on Schedule A hereto.

6.4 The list of transportation purposes and projects set forth in Schedule A hereto reflects the expenditure of at least 30 percent of the estimated revenue from the 2024 TSPLOST on projects consistent with the State-wide Strategic Transportation Plan, as referenced in O.C.G.A. § 32-2-22(a)(6).

6.5 The County shall create and maintain a separate bank account in which the County's proceeds of the 2024 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2024 TSPLOST received by the County shall be kept separate from all other funds of the County and shall not be commingled therewith. Each City and Town shall create and maintain a separate bank account in which that City's and Town's share of the proceeds of the 2024 TSPLOST shall be maintained until disbursed as provided for herein. The proceeds of the 2024 TSPLOST received by each City or Town shall be kept separate from all other funds of such City or Town and shall not be commingled therewith.

6.6 The County shall receive from the Georgia Department of Revenue (hereinafter "DOR") all proceeds of the 2024 TSPLOST, other than the amount paid into the general fund of the state treasury pursuant to O.C.G.A. § 48-8-267(a)(1).

6.7 Upon the receipt by the County of the proceeds of the 2024 TSPLOST collected by the DOR, the County shall immediately deposit said proceeds in the County's separate bank account created pursuant to this Section. Within ten (10) business days after the County's receipt of said proceeds, the County shall disburse to the Cities and Town their respective shares of said proceeds pursuant to Section 7 of this Agreement. Should any City or Town cease to exist as a legal entity before all proceeds of the 2024 TSPLOST are distributed under this Agreement, that City's or Town's share of the proceeds subsequent to dissolution shall be paid to the County and shall become part of the County's share of the proceeds unless an act of the Georgia General Assembly makes the defunct City or Town part of another successor city or town. If such an act is passed, the defunct City's or Town's share shall be paid to the successor city or town in addition to all other funds to which the successor city or town would otherwise be entitled.

6.8 The proceeds of the 2024 TSPLOST shall be maintained in separate accounts and utilized exclusively for the purposes specified for such funds.

6.9 The transportation purposes and projects included in this Agreement shall be funded from the proceeds of the 2024 TSPLOST, except as otherwise agreed in writing by the parties hereto.

SECTION 7 **SCHEDULE OF DISBURSEMENTS**

7.1 Within ten (10) days after the County's monthly receipt from the DOR of the proceeds of the 2024 TSPLOST, the County shall disburse said proceeds pursuant in the following percentages:

<u>Jurisdiction</u>	<u>Percentage</u>
Jackson County	71.3%
Arcade	2.2%
Braselton	2.5%
Commerce	7.4%
Hoschton	2.3%
Jefferson	10.1%
Maysville	1.0%
Nicholson	1.9%
Pendergrass	0.8%
Talmo	0.5%

7.2 Said funds shall be disbursed in said percentages until the expiration or termination of the 2024 TSPLOST. The County and each of the Cities and Town shall use their respective shares of the proceeds of the 2024 TSPLOST for the transportation purposes and projects identified for each on Schedule A hereto.

SECTION 8

COUNTY AND CITIES NOT LIABLE FOR INSUFFICIENT PROCEEDS

8.1 Should the proceeds generated by the 2024 TSPLOST be insufficient to complete the transportation purposes and projects listed on Schedule A hereto, the County, Cities, and Town shall have no obligation to pay additional funds from sources other than the 2024 TSPLOST for the completion of any of the same.

8.2 The County and each of the Cities and Town shall not be obligated to pursue such jurisdiction's transportation purposes and projects set forth on Schedule A to the extent that such jurisdiction's share of the proceeds from the 2024 TSPLOST is insufficient to complete all of the same. In such event, the governing body of such jurisdiction may elect to not pursue certain of the transportation projects and purposes set forth on Schedule A for that jurisdiction, or to modify such projects and purposes to the extent necessary to remedy such shortfall.

SECTION 9

RECORDKEEPING, AUDITS, AND REPORTS

9.1 The governing authorities of the County, the Cities, and the Town shall each maintain a record of each and every purpose/project for which the proceeds of the 2024 TSPLOST are used. A schedule shall be included in the annual audit of the County and of each of the Cities and Town setting forth the County's, City's, or Town's transportation purposes/projects to be funded by the proceeds of the 2024 TSPLOST and for each such transportation purpose/project shall set forth: the original estimated cost, the current estimated cost if different than the original estimated cost, amounts expended in prior years, and amounts expended in the current year. The auditors for the County and for each City and Town shall verify and test expenditures in a manner sufficient to assure that the schedule is fairly presented in relation to the financial statements. The auditors' reports on the financial statements of the County and each of the Cities and Town shall include an opinion, or a disclaimer of opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

9.2 The governing authority of the County and of each of the Cities and Town shall, by no later than December 31 of each year, publish in the *Jackson Herald* the report required by O.C.G.A. § 48-8-269.6.

SECTION 10

COMPLETION OF PROJECTS AND EXCESS FUNDS

10.1 The County, Cities, and Town acknowledge that the costs shown for each transportation purpose and project described on Schedule A are estimated amounts.

10.2 If a transportation purpose or project of the County has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended County proceeds of the 2024 TSPLOST allocated to such purpose or project to any other County transportation project(s) or purpose(s) as listed in Schedule A. Any County proceeds of the 2024 TSPLOST in excess of the total actual costs of the County transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing County debt and, if such excess proceeds exceed the outstanding indebtedness of the County, then such excess proceeds shall be paid into the general fund of the County for the purpose of reducing ad valorem taxes.

10.3 If a transportation purpose or project of a City or Town has been satisfactorily completed at an actual cost less than the estimated cost listed for that project in Schedule A, that City or Town may apply its remaining unexpended proceeds of the 2024 TSPLOST allocated to such purpose or project to any other transportation project(s) or purpose(s) of that City or Town as listed in Schedule A. Any of that City's or Town's proceeds of the 2024 TSPLOST in excess of the total actual costs of that City's or Town's transportation projects and purposes listed on Schedule A hereof shall be used solely for the purpose of reducing that City's or Town's debt and, if such excess proceeds exceed the outstanding indebtedness of that City or Town, then such excess proceeds shall be paid into the general fund of that City or Town for the purpose of reducing ad valorem taxes.

SECTION 11
NO GENERAL OBLIGATION DEBT

No general obligation debt is to be issued in conjunction with the imposition of the 2024 TSPLOST.

SECTION 12
ENTIRE AGREEMENT

This Agreement, including Schedule A, constitutes all of the understandings and agreements existing between the County, the Cities, and the Town with respect to use of the proceeds from the 2024 TSPLOST. This Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the 2024 TSPLOST. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County, the Cities, and the Town.

SECTION 13
GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 14
AUTHORITY

Each of the signatories below represents that he or she has the authority to execute this Agreement on behalf of the party for which he or she has signed it.

SECTION 15
SEVERABILITY

Should any provision of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force.

SECTION 16
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

SECTION 17
NOTICES

All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been given upon being sent by United States certified mail, return receipt requested, and postage prepaid, addressed as set forth below:

- (a) As to Jackson County:
Jackson County Board of Commissioners
Attention: Chairman
67 Athens Street
Jefferson, GA 30549

- (b) As to the City of Arcade:
City of Arcade
Attention: Mayor
3325 Athens Highway
Jefferson, GA 30549

- (c) As to the City of Commerce:
City of Commerce
Attention: Mayor
P.O. Box 348
27 Sycamore Street
Commerce, GA 30529

- (d) As to the City of Hoschton:
City of Hoschton
Attention: Mayor
61 City Square Street
Hoschton, GA 30548

- (e) As to the City of Jefferson:
City of Jefferson
Attention: Mayor
147 Athens Street
Jefferson, GA 30549

- (f) As to the City of Maysville:
City of Maysville
Attention: Mayor
4 Homer Street
Maysville, GA 30558

- (g) As to the City of Nicholson:
City of Nicholson
Attention: Mayor
5488 US Hwy 441 South
Nicholson, GA 30565
- (h) As to the City of Pendergrass:
City of Pendergrass
Attention: Mayor
65 Smith Bridges Street
Pendergrass, GA 30567
- (i) As to the City of Talmo
City of Talmo
Attention: Mayor
45 AJ Irvin Road
Talmo, GA 30575
- (j) As to the Town of Braselton
Town of Braselton
Attention: Mayor
4982 Highway 53
Braselton, GA 30517

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 1st day of July, 2024.



JACKSON COUNTY, GEORGIA

By: [Signature]
Chairman

Attest:

[Signature]
Clerk

CITY OF ARCADE

By: [Signature]
Mayor

(SEAL)

Attest:

[Signature]
Clerk

CITY OF COMMERCE

By: [Signature]
Mayor

(SEAL)

Attest:

[Signature]
Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2024 TSPLOST]



(SEAL)

Attest:

Amie Miller
Clerk

CITY OF HOSCHTON

By: *Debbie Marti*
Mayor



Attest:

Wendy Wilson
Clerk

CITY OF JEFFERSON

By: *[Signature]*
Mayor

(SEAL)

Attest:

Linda Helton
Clerk

CITY OF MAYSVILLE

By: *Paul Perry*
Mayor

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2024 TSPLOST]



(SEAL)

Attest:


Clerk

CITY OF NICHOLSON

By: 
Mayor



(SEAL)

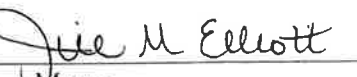
Attest:


Clerk

CITY OF PENDERGRASS


By: 
Mayor

CITY OF TALMO

By: 
Mayor

(SEAL)

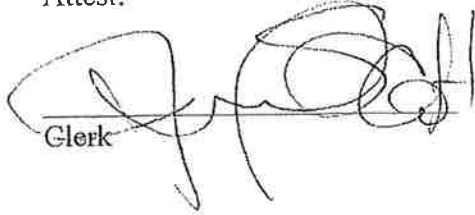
Attest:


Clerk

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2024 TSPLOST]



Attest:


Clerk

TOWN OF BRASELTON

By: 

Mayor

[INTERGOVERNMENTAL AGREEMENT FOR JACKSON COUNTY 2024 TSPLOST]

SCHEDULE A

EXHIBIT A

**Jackson County Transportation Special Purpose Local Options Sales Tax
(TSPLOST) Program**

2024 TSPLOST proceeds, to the extent available, shall be allocated to the Projects shown in the table below. The Projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

JACKSON COUNTY	
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Roadway Capacity and Widening Projects	\$66,400,000
Intersection Improvements	\$31,300,000
Transportation Improvements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use paths and trails)	\$12,387,200
Road Resurfacing/Paving	\$13,689,600
Airport Projects	\$6,223,200
Jackson County Total Est.:	\$142,600,000
ARCADE	
Road Improvements	\$880,000
Paving & Resurfacing Projects	\$3,520,000
Arcade Total Est.:	\$4,400,000
BRASELTON	
Construction of roads, bridges, sidewalks, multi-use paths, intersection improvements, traffic safety enhancements, road widening, and stormwater projects pertaining to roadway and other transportation projects	\$2,500,000
Resurfacing, including full-depth reclamation, base and paving, culvert repair, traffic markers, patching, shoulder preparation, and related projects	\$2,500,000
Braselton Total Est.:	\$5,000,000
COMMERCE	
Transportation Improvements (sidewalks, curbing, drainage structures, stormwater management, striping, signage); Road Paving & Resurfacing; Intersection Improvements	\$14,800,000
Commerce Total Est.:	\$14,800,000

HOSCHTON	
Transportation Improvements (streets, bridges, sidewalks, curbing, drainage structures, striping signage, multi-use paths)	\$2,000,000
Road resurfacing and paving	\$2,600,000
Hoschton Total Est.:	\$4,600,000
JEFFERSON	
Transportation Improvements and Resurfacing/Paving	\$20,200,000
Jefferson Total Est.:	\$20,200,000
MAYSVILLE	
Transportation Improvements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use paths and trails)	\$1,500,000
Road Resurfacing/Paving	\$500,000
Maysville Total Est.:	\$2,000,000
NICHOLSON	
Transportation Enhancements (sidewalks, curbing, drainage structures, striping, signage, guardrails, multi-use path and trails)	\$1,900,000
Roads Resurfacing/Paving	\$1,520,000
Traffic Efficiency (Intersection improvements) and Roadway Capacity/Widening	\$380,000
Nicholson Total Est.:	\$3,800,000
PENDERGRASS	
Road Resurfacing/Paving	\$900,000
Transportation Improvements (sidewalks, curbing, striping, signage, and lighting)	\$700,000
Pendergrass Total Est.:	\$1,600,000
TALMO	
Transportation Improvements (add sidewalks, upgrade roadway signage, add crosswalks)	\$500,000
Road Resurfacing/Paving	\$500,000
Talmo Total Est.:	\$1,000,000

2024-_____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF JACKSON COUNTY, GEORGIA AUTHORIZING THE IMPOSITION OF A ONE PERCENT TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX PURSUANT TO PART 1 OF ARTICLE 5a OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE ALLOCATION OF THE PROCEEDS OF THE SAME TO JACKSON COUNTY AND THE CITIES AND TOWN THEREIN; SPECIFYING THE TRANSPORTATION PURPOSES AND PROJECTS FOR WHICH THE PROCEEDS OF SAID TAX ARE TO BE USED AND THE ESTIMATED COSTS OF THE SAME; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; DIRECTING THE JACKSON COUNTY BOARD OF ELECTIONS AND REGISTRATION TO CALL A SPECIAL ELECTION TO PUT TO THE VOTERS OF JACKSON COUNTY THE QUESTION OF WHETHER A ONE PERCENT SALES AND USE TAX SHOULD BE IMPOSED IN THE SPECIAL DISTRICT CONSISTING OF JACKSON COUNTY FOR SIX YEARS TO RAISE AN ESTIMATED NET AMOUNT OF \$200,000,000,000 FOR TRANSPORTATION PURPOSES; AND APPROVING THE INTERGOVERNMENTAL AGREEMENT ENTERED BY JACKSON COUNTY AND THE CITIES AND TOWN THEREIN; AND FOR OTHER PURPOSES

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (the "Act"), authorizes the imposition of a one percent transportation special purpose local sales and use tax ("TSPLOST"); and

WHEREAS, Jackson County (the "County") is eligible to impose a one (1) percent sales and use tax for transportation purposes for six (6) years within the special district consisting of the County, pursuant to the Act;

WHEREAS, a meeting was held by the County and the Cities of Arcade ("Arcade"), Commerce ("Commerce"), Hoschton ("Hoschton"), Jefferson ("Jefferson"), Maysville ("Maysville"), Nicholson ("Nicholson"), Pendergrass ("Pendergrass"), and Talmo ("Talmo") and the Town of Braselton ("Braselton") on May 6, 2024, at least 30 days prior to the issuance of a call for the special election, to discuss the imposition of a sales and use tax for transportation purposes to begin on April 1, 2025 (the "2024 TPSLOST"), the rate of said tax, the allocation of proceeds therefrom, and transportation purposes and projects to be funded therefrom; and

WHEREAS, Arcade, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, Talmo and Braselton constitute all of the qualified municipalities within the special district of Jackson County; and

WHEREAS, the Board of Commissioners of Jackson County (the "Board") delivered written notice in the manner prescribed by law to each of the Cities and Town, notifying them of the date, time, location and purpose of the meeting; and

WHEREAS, the County previously authorized the execution, delivery and performance of the Intergovernmental Agreement between Jackson County, Georgia, and the Cities of Arcade, Commerce, Hoschton, Jefferson, Maysville, Nicholson, Pendergrass, and Talmo and the Town of Braselton for the Jackson County 2024 Transportation Special Purpose Local Option Sales Tax, attached hereto as Exhibit "A" (the "Contract"), among the County, the Cities and the Town; and

WHEREAS, the Board has determined that it is in the best interest of the citizens of the special district of Jackson County that a one percent sales and use tax be imposed in the County to raise an estimated net amount of \$200,000,000 for transportation purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Jackson County, Georgia, and it is hereby resolved by authority of the same as follows:

Section 1. Approval of Execution and Delivery of Contract. The execution, delivery and performance of the Contract was previously authorized by the Board. The Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Board, and the execution of the Contract by the Chairman or Vice Chairman and County Clerk as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Authorization of Sales and Use Tax. There is hereby authorized to be levied and collected within the special district of Jackson County, subject to the approval of the voters of Jackson County, a one percent sales and use tax, to raise an estimated net amount of \$200,000,000 for transportation purposes, as provided by the Act. Such sales and use tax is hereby authorized to be imposed for a period of six (6) consecutive years beginning on April 1, 2025.

Section 3. Disbursements. The proceeds of the sales and use tax, after payment of the amount into the general fund of the state treasury prescribed by O.C.G.A. § 48-8-267(a)(1), shall be disbursed as follows:

<u>Jurisdiction</u>	<u>Percentage</u>
Jackson County	71.3%
Arcade	2.2%
Braselton	2.5%

Commerce	7.4%
Hoschton	2.3%
Jefferson	10.1%
Maysville	1.0%
Nicholson	1.9%
Pendergrass	0.8%
Talmo	0.5%

Section 4. Transportation Purposes and Estimated Costs. The proceeds of said sales and use tax shall be used for the transportation purposes having the estimated costs set forth in Schedule A to the Contract. Said Schedule A is incorporated herein by reference.

Section 5. Call for Election. The Jackson County Board of Elections and Registration (the "Board of Elections") is hereby requested to call an election to be held in all of the voting precincts in the County on the 5th day of November, 2024, for the purpose of submitting to the qualified voters of the County the question set forth in Section 6 below.

Section 6. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following:

<input type="checkbox"/> YES	Shall a special one percent sales and use tax be imposed in the special district consisting of Jackson County for a period of time of six (6) years and for the raising of an estimated net amount of \$200,000,000 for transportation purposes?
<input type="checkbox"/> NO	

Section 7. Manner of Election. The Board of Elections shall conduct said special election in the manner prescribed by law and shall canvas the returns and declare and certify the results to the Secretary of State and to the State Revenue Commissioner.

Section 8. No General Obligation Debt to be Issued. No general obligation debt is to be issued in conjunction with the 2024 TSPLOST.

Section 9. Publication of Notice of Election. The Board of Elections is hereby authorized and requested to publish notice of the date and purpose of said special election in the October 9, 16, 23, and 30 editions of the Jackson Herald.

Section 10. Notice to Board of Elections. The Clerk of the Board of Commissioners of the County is hereby authorized and directed to deliver a copy of this resolution to the Board of Elections, with a request that the Board of Elections issue the call for an election.

Section 11. Further Authority. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of such sales and use tax and the transportation purposes and projects herein described.

Section 12. Public Inspection. This resolution, including the list of transportation purposes referenced herein, shall be available for public inspection during regular business hours in the office of the County Clerk.

Section 13. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED this 1st day of July, 2024.

JACKSON COUNTY BOARD OF
COMMISSIONERS

By: 
Tom Crow, Chairman

ATTEST: By: 
Ericka Johnson, Deputy Clerk



Exhibit "A"

INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY, GEORGIA, THE CITIES
OF ARCADE, COMMERCE, HOSCHTON, JEFFERSON, MAYSVILLE, NICHOLSON,
PENDERGRASS, AND TALMO, AND THE TOWN OF BRASELTON FOR THE JACKSON COUNTY
2024 TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX

[Attached]

**INTERGOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY,
GEORGIA, THE CITIES OF ARCADE, COMMERCE, HOSCHTON,
JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS AND TALMO, AND THE
TOWN OF BRASELTON FOR THE JACKSON COUNTY 2025 TRANSPORTATION
SPECIAL PURPOSE LOCAL OPTION SALES TAX**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “Agreement”) is entered into, effective as of this _____ day of _____, 2025, by and between JACKSON COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”), the cities of ARCADE, COMMERCE, HOSCHTON, JEFFERSON, MAYSVILLE, NICHOLSON, PENDERGRASS and TALMO, municipalities of the State of Georgia located in the County (hereinafter individually referred to as the “City” and collectively referred to as the “Cities”), and the Town of Braselton, a municipality of the State of Georgia located in the County (hereinafter the “Town”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes the entry of intergovernmental agreements by counties and municipalities for the provision of services, activities, and facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, O.C.G.A. § 48-8-260, *et seq.* (hereinafter the “Act”), authorizes the levy of a one percent Transportation Special Purpose Local Option Sales Tax (hereinafter “TSPLOST”) within the special district which is coterminous with the boundaries of the County (hereinafter “Special District”) upon the approval of the voters therein;

WHEREAS, the Cities and the Town constitute all of the qualified municipalities located within the Special District;

WHEREAS, the County is not located within a special district levying a special sales and use tax pursuant to Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not located in a region of the State wherein a referendum on a special sales and use tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia has been proposed, as defined by O.C.G.A. 48-8-262(a)(1);

WHEREAS, a tax is currently being levied and collected in the County pursuant to Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County is not a Metropolitan County Special District as defined in and governed by Part 2 of Article 5a of Chapter 8 of Title 48 of the Official Code of Georgia;

WHEREAS, the County, the Cities, and the Town desire for the County to submit to the voters thereof on November 4, 2025 the question of whether to impose a one percent TSPLOST in the Special District beginning on April 1, 2026 (hereinafter the “2025 TSPLOST”);

WHEREAS, the Act authorizes the County, the Cities, and the Town to enter into an intergovernmental agreement in order, among other things, to memorialize their agreement to the imposition of the 2025 TSPLOST and the rate of said tax, to establish the distribution of the proceeds of the 2025 TSPLOST, and to establish the transportation purposes and projects that will be funded with said proceeds;

WHEREAS, on _____, the County, the Cities, and the Town met to discuss the imposition of the 2025 TSPLOST, the rate of said tax, the allocation of the proceeds therefrom, and possible transportation purposes and projects to be funded from the proceeds therefrom, pursuant to O.C.G.A. § 48-8-262(a)(2);

WHEREAS, said meeting between the County, the Cities, and the Town was preceded by a written notice of the date, time, place, and purpose of said meeting being mailed or delivered by the County to the mayor of each of the Cities and the Town such that said notice was received by each mayor at least ten days prior to said meeting, pursuant to O.C.G.A. § 48-8-262(a)(2); and

WHEREAS, the County, the Cities, and the Town desire to enter into this Agreement for the imposition of the 2025 TSPLOST, the rate thereof, the allocation of the proceeds therefrom, and the identification of the transportation purposes and projects to be funded therefrom.

NOW THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Cities consent and agree as follows:

SECTION 1 **REPRESENTATIONS OF THE CITIES**

Each of the Cities and the Town hereby represents that:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the City or Town, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City or Town, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or Town or by which the City or Town is bound.

(c) To the knowledge of the City or Town, there is no litigation pending or threatened challenging the existence or powers of the City or the Town or the ability of the City or the Town to enter into this Agreement, or seeking to restrain or enjoin the City or the Town from entering into this Agreement or acquiring, constructing or installing any of

the transportation purposes or projects of the City or Town sought to be financed from the proceeds of the 2025 TSPLOST.

SECTION 2

REPRESENTATIONS OF THE COUNTY

The County hereby represents that:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Agreement by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Agreement, or seeking to restrain or enjoin the County from entering into this Agreement, imposing the 2025 TSPLOST or acquiring, constructing or installing any of the transportation purposes or projects of the County sought to be financed from the proceeds of the 2025 TSPLOST.

SECTION 3

EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall commence upon the date that it is last signed by a party hereto and shall terminate upon the earlier of:

- (a) The failure of the referendum election described in this Agreement;
- (b) The expenditure of the last dollar of money collected from the 2025 TSPLOST after its expiration; or
- (c) The passage of fifty (50) years from the date of the commencement of this Agreement.

SECTION 4

REFERENDUM ELECTION FOR IMPOSITION OF TSPLOST

4.1 The County agrees that it will take all actions necessary to cause to be called a referendum election, to be held in all the voting precincts in the County, on the 4th day of

November, 2025 for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the Special District, as authorized by the Act, for six years to raise approximately \$200,000,000.00 for transportation purposes. The distribution of the proceeds from said 2025 TSPLOST, the transportation purposes and projects for which said funds are to be expended, and the estimated amount of the 2025 TSPLOST to be allocated to each such transportation purpose and project are set forth on Schedule A to this Agreement.

4.2 The County, the Cities, and the Town agree to the imposition of said 2025 TSPLOST, the holding of said referendum election, and the distribution and uses of the proceeds of the 2025 TSPLOST set forth herein.

SECTION 5

CONDITIONS PRECEDENT

The obligations of all parties under this Agreement are conditioned upon the following events:

- (a) The adoption of a resolution by the Board of Commissioners of Jackson County authorizing the imposition of the 2025 TSPLOST and directing the Jackson County Board of Elections and Registration to call the referendum election described herein.
- (b) The calling by the Jackson County Board of Elections and Registration of the referendum election described herein.
- (c) The approval of the imposition of the 2025 TSPLOST by a majority of the voters in the County voting in the referendum election.

SECTION 6

PROCEEDS AND TERM

6.1 Upon the approval of the Jackson County voters, the 2025 TSPLOST tax referenced herein will be collected beginning on April 1, 2026 and terminating on March 31, 2032.

6.2 The proceeds from the 2025 TSPLOST shall be used by the County, the Cities, and the Town exclusively for the transportation purposes specified in the resolution of the County calling for the imposition of the 2025 TSPLOST, except as otherwise provided by law.

6.3 A list of the transportation purposes and projects proposed to be funded by the proceeds of the 2025 TSPLOST and the estimated or projected dollar amounts for each such transportation purpose and project is set forth on Schedule A hereto.

LINE #4

Special Alcohol License Permit – Requested by Pasta Master, CASA Rica, 4 Brothers at the Depot and Sliced Pizza to host the monthly car show event.

**CITY OF HOSCHTON, GEORGIA
TEMPORARY OUTDOOR ALCOHOL SPECIAL EVENT PERMIT**

Alcohol Vendor Details

The Depot by Four Brothers
Business Name of Established Alcohol Licensee

5/5/25
Date of Application

Juan Santiago
Name of Established Manager Responsible for the Sale of Alcoholic Beverages at Special Event

City Hall
Location of Business

4272 Hwy 53
Mailing Address

Type(s) of Alcohol to be Served by Licensee at Special Event: **BEER/WINE/MIXED DRINKS(PRE MADE)**

Beer_Wine_Mixed_Drinks

Telephone Number

Email Address

Event Details

Car show
Name of Event

6/21/25, 10/18/25
Date(s) and hours of serving alcohol at event

City Square
Location of authorized area to serve alcohol outdoors (Lawson funeral Home Lawn, Depot, Municipal Parking lot, City Hall Green Space)

Description of mandatory barriers for approved area and estimate of how many seats will be provided

Details of mandatory provision for food service

Name and Phone Number of Host or Sponsor of the Event (including name and number of host representative in attendance)

Name and Phone Number of Person Providing Food for the Event

Oath:

"I solemnly swear that the above facts are true to the best of my knowledge and that I am actively participating in the management of the operation."

Juan Santiago

Applicant

Signature of Event Organizer

Subject to Mayor and City Council approval at a regularly scheduled Council meeting.

Council Meeting Date
Clerk

Approved: JENNIFER HARRISON, City

**CITY OF HOSCHTON TEMPORARY
OUTDOOR ALCOHOL SPECIAL EVENT PERMIT**

CHECK LIST

- ☐ Temporary Outdoor Alcohol Special Event Permit Application.
- ☐ Photocopy of the applicant's valid alcoholic beverage license to sell retail or pour malt beverages and/or wine by the drink and applicable State of Georgia alcohol licensing.

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at <https://gtc.dor.ga.gov>.
- Mailing address - update at <https://gtc.dor.ga.gov>.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licensees. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit <https://dor.georgia.gov/> and click the Alcohol & Tobacco tab, or call the Athens Regional Office at (706) 389-6977.

Georgia Department of Revenue

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STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2025

LICENSE EXPIRES 31-Dec-2025

BOND EXPIRES

STATE TAXPAYER IDENTIFIER
20283053072

LICENSE NUMBER
0102673

DATE ISSUED
13-Dec-2024

LICENSE FEE
\$200.00

LOCAL LICENSE ISSUED BY
City HOSCHTON

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL

4 BROTHERS HOLDINGS LLC: Consumption on Premises - Beer, Wine and Liquor

DBA

THE DEPOT BY FOUR BROTHERS

AT THE FOLLOWING LOCATION

4272 HIGHWAY 53 HOSCHTON GA 30548

COUNTY

JACKSON

**4 BROTHERS HOLDINGS LLC
304 PEPIN CT
HOSCHTON GA 30548-2313**

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue

Frank M. Russell

State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

CITY OF HOSCHTON, GEORGIA
TEMPORARY OUTDOOR ALCOHOL SPECIAL EVENT PERMIT

Alcohol Vendor Details

Sliced, LLC 5/2/25
Business Name of Established Alcohol Licensee Date of Application

Josh Tedder
Name of Established Manager Responsible for the Sale of Alcoholic Beverages at Special Event

21 City Sq
Location of Business

21 City Sq
Mailing Address

Beer / Wine
Type(s) of Alcohol to be Served by Licensee at Special Event: **BEER/WINE/MIXED DRINKS(PRE MADE)**

770-262-5648 jted78@yahoo.com
Telephone Number Email Address

Event Details

Car Show 7/19/25
Name of Event Date(s) and hours of serving alcohol at event

Green space
Location of authorized area to serve alcohol outdoors (Lawson funeral Home Lawn, Depot, Municipal Parking lot, City Hall Green Space)

Description of mandatory barriers for approved area and estimate of how many seats will be provided

Details of mandatory provision for food service

Name and Phone Number of Host or Sponsor of the Event (including name and number of host representative in attendance)

Name and Phone Number of Person Providing Food for the Event

Oath:

"I solemnly swear that the above facts are true to the best of my knowledge and that I am actively participating in the management of the operation."

[Signature] _____
Applicant Signature of Event Organizer

Subject to Mayor and City Council approval at a regularly scheduled Council meeting.

Council Meeting Date

Approved: JENNIFER HARRISON, City Clerk

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STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2025 LICENSE EXPIRES 31-Dec-2025 BOND EXPIRES

STATE TAXPAYER IDENTIFIER
20236129347

LICENSE NUMBER
0078945

DATE ISSUED
10-Dec-2024

LICENSE FEE
\$100.00

LOCAL LICENSE ISSUED BY
City HOSCHTON

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL
JOSHUA TEDDER: Retail - Beer and Wine

DBA

AT THE FOLLOWING LOCATION

21 CITY SQ HOSCHTON GA 30548-2062

SLICED LLC
21 CITY SQ
HOSCHTON GA 30548-2062

COUNTY
JACKSON

Failure to pay any tax accruing under said Act to the Department of
Revenues, or violation of any provisions of said Act or any valid rule and
regulation made pursuant thereto, shall be grounds for cancellation of
this license by the Commissioner of Revenues

Paul A. Rogers

State Revenues Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

CITY OF HOSCHTON, GEORGIA
TEMPORARY OUTDOOR ALCOHOL SPECIAL EVENT PERMIT

Alcohol Vendor Details

Ruppel Hospitality, LLC/DAB – Pasta Masters

April 29, 2025

Business Name of Established Alcohol Licensee

Matt Ruppel, Serina Bergeron

Date of Application

Name of Established Manager Responsible for the Sale of Alcoholic Beverages at Special Event

Location of Business

69 City Square Street Hoschton, GA 30548

Mailing Address

9924 Davis St STE 1 Braselton, GA 30517

Type(s) of Alcohol to be Served by Licensee at Special Event: BEER/WINE/MIXED DRINKS(PRE MADE)

Telephone Number

706-983-3009

Email Address

yang@atldevco.com

Event Details

American Street Rodders

5/17, 9/20

Name of Event

Date(s) and hours of serving alcohol at event

Location of authorized area to serve alcohol outdoors (Lawson funeral Home Lawn, Depot, Municipal Parking lot, City Hall Green Space)

Pasta Master - Front Door

Description of mandatory barriers for approved area and estimate of how many seats will be provided

Details of mandatory provision for food service

Bread, Pasta, Desserts

Name and Phone Number of Host or Sponsor of the Event (including name and number of host representative in attendance)

Pasta Masters - 706-684-1081, Matt Ruppel

Name and Phone Number of Person Providing Food for the Event

Oath:

“I solemnly swear that the above facts are true to the best of my knowledge and that I am actively participating in the management of the operation.”

Matt Ruppel

Matt Ruppel

Applicant

Signature of Event Organizer




Subject to Mayor and City Council approval at a regularly scheduled Council meeting.

Council Meeting Date

Approved: JENNIFER HARRISON, City Clerk

CITY OF HOSCHTON TEMPORARY OUTDOOR ALCOHOL SPECIAL EVENT PERMIT

CHECK LIST

-  **Temporary Outdoor Alcohol Special Event Permit Application.**
-  **Photocopy of the applicant's valid alcoholic beverage license to sell retail or pour malt beverages and/or wine by the drink and applicable State of Georgia alcohol licensing.**
-  **Check or Credit Card for \$50.00 (non-refundable) temporary outdoor alcohol special event permit fee/admin fee.**

ARTICLE IV. TEMPORARY SPECIAL EVENT LICENSE

Section 40-401. Eligibility for Issuance of a Temporary Special Event

A. License.

1. A temporary license may be issued to any person, firm or corporation, for a period not to exceed ten (10) days in any one year, for an approved special event. The person, firm or corporation must make application and pay the fee that may be required by the ordinances and shall be required to comply with all the general ordinances and the licensing and regulations for a consumption on the premises establishment with the exception of the full service kitchen requirement.
2. The special event must meet the following criterion before the issuance of a license to sell alcoholic beverages:
 - a. The special event must be associated with and benefit the cause of a charitable or civic organization.
 - b. The special event must receive approval from the Mayor or their designee on crowd control and security measures.
 - c. The special event must receive approval from the Mayor and City Council on traffic control measures; and if road closures are requested, the request must be placed on the agenda and heard by City Council at a regularly scheduled city council meeting. Highway road closures must

receive approval by the Georgia Department of Transportation. All road closure requests must be received at least ninety (90) days in advance of the date of the special event.

- d. The location at which the special event is to take place must be properly zoned.
 - e. The premises at which the special event is to take place must be approved by the City of Hoschton Mayor and City Council.
3. Any volunteer of the special event licensee working the special event in any position, dispensing, selling, serving, taking orders or mixing alcoholic beverages shall not be required to obtain a pouring permit for the special event.
 4. The Mayor or their designee may immediately revoke any temporary license for a special event if continued alcohol sales may endanger the health, welfare or safety of the public.
 5. As a condition on the issuance of a temporary special event license, the licensee shall indemnify and hold the City of Hoschton harmless from claims, demand or cause of action that may arise from activities associated with the special event.

(Code 1991, § 40-401)

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at <https://gtc.dor.ga.gov>.
- Mailing address - update at <https://gtc.dor.ga.gov>.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licences. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit <https://dor.georgia.gov/> and click the Alcohol & Tobacco tab, or call the Athens Regional Office at (706) 389-6977.

Georgia Department of Revenue

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STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 27-Mar-2025

LICENSE EXPIRES 31-Dec-2025

BOND EXPIRES

STATE TAXPAYER IDENTIFIER
20300918086

LICENSE NUMBER
0114250

DATE ISSUED
27-Mar-2025

LICENSE FEE
\$200.00

LOCAL LICENSE ISSUED BY
City HOSCHTON

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL

MATTHEW RUPPEL: Consumption on Premises - Beer, Wine and Liquor

DBA

PASTA MASTERS

AT THE FOLLOWING LOCATION

69 CITY SQUARE STREET HOSCHTON GA 30548

COUNTY

JACKSON

MATT RUPPEL
RUPPEL HOSPITALITY, LLC
9924 DAVIS ST STE 1
BRASELTON GA 30517-3143

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue

Frank M. Russell

State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

CITY OF HOSCHTON, GEORGIA
TEMPORARY OUTDOOR ALCOHOL SPECIAL EVENT PERMIT

Alcohol Vendor Details

Casa Rica 0110643
Business Name of Established Alcohol Licensee

05-02-2025
Date of Application

Giovanni Macias
Name of Established Manager Responsible for the Sale of Alcoholic Beverages at Special Event

115 Towne Center Parkway STE 101 / 102. Hoshton GA. 30648
Location of Business

bravogiovanni340@gmail.com
Mailing Address

Type(s) of Alcohol to be Served by Licensee at Special Event: BEER/WINE/MIXED DRINKS(PRE MADE)

706 391 33 52
Telephone Number

Email Address

Event Details

American Street Rodders
Name of Event

8/16/25
Date(s) and hours of serving alcohol at event

City Square
Location of authorized area to serve alcohol outdoors (Lawson funeral Home Lawn, Depot, Municipal Parking lot, City Hall Green Space)

Description of mandatory barriers for approved area and estimate of how many seats will be provided

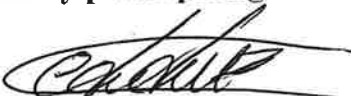
Details of mandatory provision for food service

Name and Phone Number of Host or Sponsor of the Event (including name and number of host representative in attendance)

Name and Phone Number of Person Providing Food for the Event

Oath:

"I solemnly swear that the above facts are true to the best of my knowledge and that I am actively participating in the management of the operation."



Applicant

Signature of Event Organizer

Subject to Mayor and City Council approval at a regularly scheduled Council meeting.

Council Meeting Date

Approved: JENNIFER HARRISON, City Clerk

This license must be posted in a conspicuous place at the location and available for immediate inspection at all times that the location is open.

For changes to your license:

- Ownership - you must reapply at <https://gtc.dor.ga.gov>.
- Mailing address - update at <https://gtc.dor.ga.gov>.

To ensure you have your license please reapply by November 1 of each year.

Monthly returns and/or reports are required for some licences. For more information on filing requirements, required signs, or to view applicable laws and regulations, visit <https://dor.georgia.gov/> and click the Alcohol & Tobacco tab, or call the Athens Regional Office at (706) 389-6977.

Georgia Department of Revenue

(Cut here before displaying)

STATE OF GEORGIA - DEPARTMENT OF REVENUE

License to Sell Alcoholic Beverages

As set forth and defined in Title 3

Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

Not Valid Without Local License If Required - Non Transferable

EFFECTIVE DATE 01-Jan-2025

LICENSE EXPIRES 31-Dec-2025

BOND EXPIRES

STATE TAXPAYER IDENTIFIER
20286254760

LICENSE NUMBER
0110643

DATE ISSUED
19-Nov-2024

LICENSE FEE
\$200.00

LOCAL LICENSE ISSUED BY
City HOSCHTON

THIS LICENSE AUTHORIZES THE BELOW LICENSEE TO SELL

CASA RICA FAMILY MEXICAN RESTAUR: Consumption on Premises - Beer, Wine and Liquor

DBA

AT THE FOLLOWING LOCATION

115 TOWNE CENTER PKWY STE 101/102 HOSCHTON GA 30548-2213

COUNTY

JACKSON

MIKE BARRETT
CASA RICA FAMILY MEXICAN RESTAURANT LLC
115 TOWNE CENTER PKWY STE 101/102
HOSCHTON GA 30548-2213

Failure to pay any tax accruing under said Act to the Department of Revenue, or violation of any provisions of said Act or any valid rule and regulation made pursuant thereto, shall be grounds for cancellation of this license by the Commissioner of Revenue



State Revenue Commissioner

THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON

LINE #5

**Resolution 2025:14: Town of Braselton - Road
Signage Request on Henry Street**

CITY OF HOSCHTON
STATE OF GEORGIA

RESOLUTION 2025-14

**A RESOLUTION AUTHORIZING THE TOWN OF BRASELTON TO INSTALL NO THRU
TRUCK SIGNS ON HENRY STREET/PIEDMONT AVE.**

WHEREAS, the City of Hoschton is authorizing the Town of Braselton to install NO THRU TRUCK signs on Henry Street/Piedmont Ave.

NOW, THEREFORE, BE IT RESOLVED the governing body of the City of Hoschton hereby authorizes the Town of Braselton to install NO THRU TRUCKS signs to Henry Street/Piedmont Ave.

SO RESOLVED, this 15th day of May, 2025.

Debbie Martin, Mayor

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

ATTEST:

Jennifer Harrison, City Clerk

LINE #6

Water Vault Easement – McDonalds

Prepared by / Return to:

Walker, Ball & Dimo, LLC

Carla J. Walker, Esq.

340 Jesse Jewell Pkwy, Suite 650, Gainesville, GA 30501

carla@wbdlawfirm.com

GRANT OF EASEMENT

STATE OF GEORGIA,
COUNTY OF HALL.

THIS GRANT OF EASEMENT (this "Agreement") is made effective as of the ____ day of _____, 2025 (the "Effective Date"), by and between **GATEWAY CROSSING HOSCHTON, LLC**, a Georgia limited liability company ("Gateway"), **MCDONALD'S USA, LLC**, a Delaware limited liability company ("McDonald's"), and the **CITY OF HOSCHTON**, a Georgia municipal corporation (the "City") (each, a "Party" and collectively the "Parties").

W I T N E S S E T H :

WHEREAS, Gateway is the fee owner of that certain parcel of property, being 1.13 acres, more or less, known and designated as Jackson County Tax Parcel # 121 001A1 and located off of Highway 53 on Anglers Lane (the "Gateway Property"); and

WHEREAS, the City desires to access the water vault located at the northeasterly corner of the Gateway Property, as more particularly shown on the second page of Exhibit "A" (the "Water Vault Easement Area") and connect water lines and a water meter thereto; and

WHEREAS, McDonald's is the holder of a leasehold interest on the Gateway Property and consents to this grant of easement hereinbelow;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100ths Dollars (\$10.00) in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated in their entirety.

2. Grant of Easement. Gateway hereby establishes for the benefit of, and grants and conveys to, the City a perpetual, non-exclusive easement to install and maintain water lines and for the reasonable use of the water vault and water meter located or to be located on the Gateway Property, which location is described on Exhibit "A" attached hereto and incorporated herein by reference, for the benefit of the City, its customers and other persons doing business with the City.

3. Right of Access and Maintenance Responsibility. Gateway further hereby grants to the City the right of access for the purpose of entering upon the Gateway Property to perform construction, maintenance, operations and repairs to the City's water lines and their appurtenances on both a routine and emergency basis. Any invasive work or land-disturbing work in the easement area should be repaired to its previous condition at City's sole cost. The maintenance of piping, backflow preventers, metering devices and all other appurtenances located within the above-described Water Vault Easement Area and owned by the City shall be the sole responsibility of the City.

4. Covenants to Run with the Land. It is intended that the easement rights and obligations set forth herein shall run with the land and create the equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. Upon conveyance of a Property or a portion thereof, the party making such conveyance shall be relieved from obligations, duties and responsibilities hereunder arising from and after the date of such conveyance as to such Property or portion thereof conveyed, and the successor party shall become obligated hereunder for all matters arising from and after the date of conveyance, except for any obligations that arose or are deemed to have arisen from during the transferring party's period of ownership.

5. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to the general public or for any public use or purpose whatsoever, it being the intention of the parties and their successors in title that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors in title, any rights or remedies under or by reason of this Agreement. Additionally, no easements, except those expressly set forth herein, shall be implied by this Agreement.

6. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

8. Entire Agreement; Modification; Interpretation. This Agreement, including each exhibit referenced herein and attached hereto, constitutes the entire agreement between the parties

hereto with respect to the subject matter hereof. This Agreement shall not be amended or modified except by an Amendment in writing, signed by the parties hereto. Section headings are inserted for convenience of reference only and shall be disregarded in the interpretation of this Agreement. The provisions of this Agreement shall be construed without regard to the party responsible for the drafting and preparation hereof.

9. Governing Law; Attorney's Fees. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Jackson County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Jackson County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

10. Time. Time is of the essence as to every provision of this Agreement.

11. Counterparts; Authority. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of such counterparts shall constitute one Agreement. The undersigned parties hereby represent and warrant that they have the full power and authority to execute this Agreement on behalf of their respective entities and to bind the same to the terms hereof.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Grant of Easement to be executed by its duly authorized representatives with its company seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Comm. Expires: _____

(Notary Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Comm. Expires: _____

(Notary Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Comm. Expires: _____

(Notary Seal)

GATEWAY:

Gateway Crossing Hoschton, LLC,
a Georgia limited liability company

By: _____
James W. Cobb, Jr., Manager

(Company Seal)

Consented to by Leasehold Tenant:

McDonald's USA, LLC:

a Delaware limited liability company

By: _____

Name: _____

Its: _____

(Company Seal)

Accepted by City:

CITY OF HOSCHTON:

By: _____
Debbie Martin, Mayor

Attest _____
Jennifer Harrison, City Manager

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney

LENDER CONSENT TO EASEMENT

SOUTHSTATE BANK, N.A., a national banking association ("Lender"), is the holder and beneficiary of those certain Security Deed and Security Agreements from GATEWAY CROSSING HOSCHTON, LLC, a Georgia limited liability company, to Lender dated as of August 22, 2022, filed for record on August 31, 2022 in Deed Book 103U, Page 213, Jackson County, Georgia records and dated as of July 19, 2024, filed for record on July 22, 2024 in Deed Book 111U, Page 43, Jackson County, Georgia records (the "Security Deeds"), which Security Deeds encumber the "Hog Mountain Property" as that term is defined in the foregoing Grant of Easement (the "Agreement"). Lender hereby consents to the terms of the Agreement. Lender further agrees that all rights granted to it under the Security Deeds shall be, and hereby are, subject and subordinate to the terms of the Agreement and that the foreclosure by Lender pursuant to its rights under the Security Deeds shall not extinguish or affect the easements, rights and covenants contained in or established by the Agreement.

EXECUTED as of the ____ day of _____, 2025.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public
My Commission Expires: _____

Lender:

SOUTHSTATE BANK, N.A., a national
banking association

By: _____
Name: _____
Its: _____

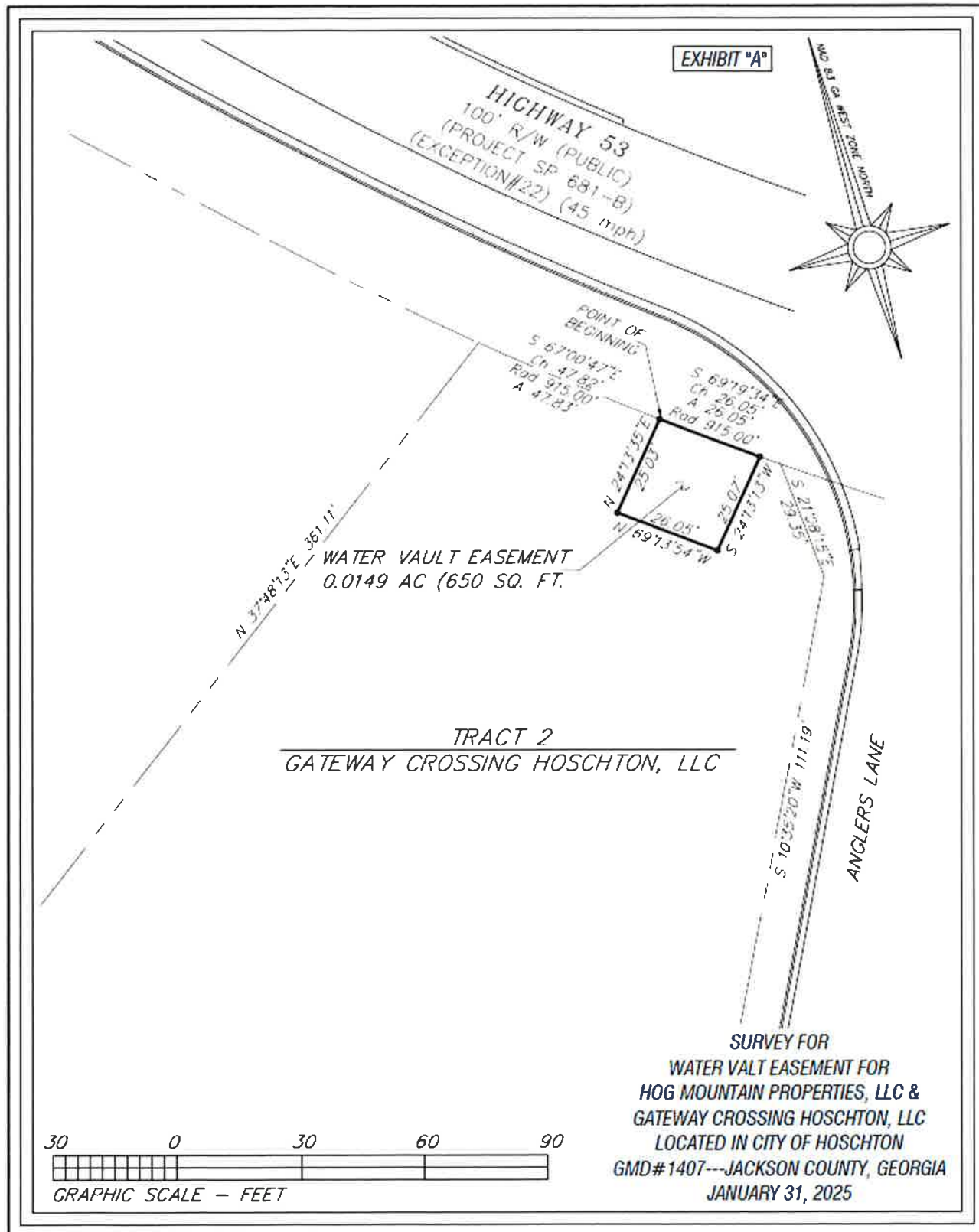
[AFFIX NOTARIAL SEAL & STAMP]

EXHIBIT "A"
LEGAL DESCRIPTION
WATER VAULT EASEMENT AREA

ALL THAT TRACT OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, LYING AND BEING IN G.M.D. 1407, JACKSON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN RIGHT-OF-WAY OF PEACHTREE ROAD, A.K.A HOG MOUNTAIN ROAD (R/W VARIES) AND THE SOUTHWESTERN RIGHT-OF-WAY OF STATE ROUTE 53 (100 FOOT R/W); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 926.11 FEET AND AN ARC LENGTH OF 304.08 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 52 DEGREES 28 MINUTES 31 SECONDS EAST A DISTANCE OF 302.72 FEET ALONG SAID RIGHT-OF-WAY OF STATE ROUTE 53 TO A POINT; THENCE SOUTH 61 DEGREES 52 MINUTES 54 SECONDS EAST A DISTANCE OF 54.65 FEET ALONG SAID RIGHT OF WAY OF STATE ROUTE 53 TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 915.00 FEET AND AN ARC LENGTH OF 58.04 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 63 DEGREES 41 MINUTES 55 SECONDS EAST A DISTANCE OF 58.03 FEET ALONG SAID RIGHT OF WAY OF STATE ROUTE 53 TO AN IRON PIN SET (1/2 INCH REBAR WITH A YELLOW PLASTIC CAP STAMPED ("ROCHESTER LSF000484")); THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 915.00 FEET AND AN ARC LENGTH OF 47.83 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 67 DEGREES 00 MINUTES 47 SECONDS EAST A DISTANCE OF 47.82 FEET ALONG SAID RIGHT OF WAY OF STATE ROUTE 53 FEET TO THE POINT OF BEGINNING; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 915.00 FEET AND AN ARC LENGTH OF 26.05 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 69 DEGREES 19 MINUTES 34 SECONDS EAST A DISTANCE OF 26.05 FEET ALONG SAID RIGHT OF WAY OF STATE ROUTE 53 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF- WAY AND RUNNING SOUTH 24 DEGREES 13 MINUTES 13 SECONDS WEST A DISTANCE OF 25.07 FEET TO A POINT; THENCE NORTH 69 DEGREES 13 MINUTES 54 SECONDS WEST A DISTANCE OF 26.05 FEET TO A POINT; THENCE NORTH 24 DEGREES 13 MINUTES 35 SECONDS EAST A DISTANCE OF 25.03 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 0.0149 ACRE (650 SQUARE FEET) .



LINE #7

Park Grant Discussion (153 Mulberry Street)