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REGULAR SESSION  
AGENDA

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**CALL TO ORDER**

**INVOCATION/ MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

**MINUTE APPROVAL**

April 10, 2025 – Work Session Minutes

April 17, 2025 – Regular Session Minutes

**NEW BUSINESS**

1. Z-25-01 Rezoning: Applicant, SEK Hoschton, LLC, seeks rezoning from C-2 (General Commercial/Highway Oriented District to a C-3 Commercial Motor Vehicles Services and Repair District. Portion of Parcel 120 013K & H01 024D; Lots 11 & 12 per Towne Center Marketplace Preliminary Plat Approved on 04/23/24. Lot 11: 1.32 acres; Lot 12 1.06 acres. Lot 11: Car Wash; Lot 12: Auto Service. Lot 11 & Lot 12: Commencing at the mitered intersection of the southerly right-of-way of Towne Center Parkway (60' right-a-way) and the easterly right-a-way of Georgia Highway 53 (right-of-way width varies). *(Tabled on March 26, 2025, by Planning and Zoning Commission, Voted by Planning and Zoning Commission on April 23, 2025, recommendation for approval from Planning and Zoning Commission. Staff recommendation for approval)*
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, Four Brothers at Train Depot, Sliced Pizza
5. Resolution 2025:14: Town of Braselton - Road Signage Request on Henry Street
6. Water Vault Easement – McDonalds

**ADJOURN**

**Upcoming Events & Public Meetings:**

May 22 <sup>th</sup> @ 3:00pm	Historic Preservation Committee Meeting
May 28 <sup>th</sup> @ 6:00pm	Planning & Zoning Commission Meeting
June 7 <sup>th</sup> @ 11:00am	Spring Festival (City Square)



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WORK SESSION  
MINUTES

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**CALL TO ORDER** at 6pm by Mayor Debbie Martin

**INVOCATION/ MOMENT OF SILENCE** By Councilmember James Lawson

**PLEDGE OF ALLEGIANCE** by Mayor Debbie Martin

**AGENDA APPROVAL** Motion for agenda approval with no changes by Jackson, seconded by Lawson and all in favor.

**REPORTS BY MAYOR, COUNCIL, & STAFF** Provided in packet for review

**OLD BUSINESS** None

**NEW BUSINESS**

1. 2024 Annual Audit Presentation Auditor presented a drafted copy for Mayor and Council to review for Y2024.
2. Resolution 2025-10: Approving the amendment of the Fiscal Year 2024.  
*Amendment for American Rescue Plan. Funds were used for Water Line Upgrade project*
3. Resolution 2025-11: Approving the amendment of the Fiscal Year 2024 Impact Fee Budget. *To amend impact fee funding to reflect buying property.*
4. Resolution 2025-12: Use of Public Roads during Spring Festival; June 7, 2025.  
*To close down City Square during spring festival*
5. Final Plat, Cresswind, Phase 6A: Rochester DDCM, the applicant, and KH Twin Lakes, LLC., the property owner, for 47 lots on 34.036 acres fronting on the south side of Peachtree and including the dedication of 2,343 linear feet of water line and 5,340 linear feet of sanitary sewer within easements or within street rights of Geneva Way and Tellico Court. (Planned Unit Development Conditional zoning).  
*Staff recommendation is for approval.*

**CITIZEN INPUT** None

**EXECUTIVE SESSION (If needed)** *Motion to go into executive session for real estate by Martin, seconded by Sterling and all in favor.*

*Motion to go out of executive session by Lawson, seconded by D. Brown and all in favor.*

**ADJOURN** *Motion to adjourn by Lawson, seconded by D. Brown and all in favor at 6:55pm*

**Members Present:**

Debbie Martin, Mayor

David Brown, Councilmember

Christina Brown, Councilmember

Scott Courter, Councilmember

James Lawson, Councilmember

Fredria Sterling, Mayor Pro-Tem

Jonathan Jackson, Councilmember

**Also Present:**

Jennifer Harrison, City Manager

Tiffany Wheeler, Finance Director

Ben Munro, Media



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REGULAR COUNCIL MEETING  
MINUTES

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

**INVOCATION/ MOMENT OF SILENCE** *Led by City Manager, Jennifer Harrison*

**PLEDGE OF ALLEGIANCE** *Led by Mayor Martin*

**AGENDA APPROVAL** *Councilmember Courter motion that we add a temporary alcohol special event permit to the agenda to reflect as Line Item #5. Seconded by D. Brown all in favor.*

**COUNCIL MINUTE APPROVAL**

March 13, 2025: Public Hearing Minutes

March 13, 2025: Work Session Meeting Minutes

March 17, 2025: Regular Council Meeting Minutes

*Motion to approve all minutes with no changes by T. Brown, seconded by Courter and all in favor.*

**OLD BUSINESS**

1. Bid 2025-002: Demolition of home at Mulberry Park

*Motion to approve Complete Demolition Services to conduct demo for \$39,399.00*

**NEW BUSINESS**

1. Resolution 2025-10: Approving the amendment of the Fiscal Year 2024 American Rescue Plan

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

2. Resolution 2025-11: Approving the amendment of the Fiscal Year 2024 Impact Fee Budget

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

3. Resolution 2025-12: Use of Public Roads during Spring Festival; June 7, 2025.

*Motion to approve as is by T. Brown, seconded by Courter and all in favor*

4. Final Plat, Cresswind, Phase 6A: Rochester DDCM, the applicant, and KH Twin Lakes, LLC., the property owner, for 47 lots on 34.036 acres fronting on the south side of Peachtree and including the dedication of 2,343 linear feet of water line and 5,340 linear feet of sanitary sewer within easements or within street rights of Geneva Way and Tellico Court. (Planned Unit Development Conditional zoning).  
*Motion to approve as is by Martin, seconded by D. Brown and all in favor.*
5. *Temporary Alcohol Special Event Permit for Petting Zoo / Movie on the green space of Meek Reality on the corner of Highway 53 and West Jefferson for May 23, June 13, July 11 and August 22<sup>nd</sup>. All events are from 7pm-10pm. The Depot by Four Brothers will host the alcohol.*  
*Motion to approve by Courter, seconded by T. Brown and all in favor.*

## **ADJOURN**

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

### **Members Present:**

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

### **Also Present:**

Jennifer Harrison, City Manager  
Tiffany Wheeler, Finance Director  
Ben Munro, Media

CITY OF HOSCHTON  
COUNTY OF JACKSON  
STATE OF GEORGIA

ORDINANCE NO. Z-25-01

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF  
HOSCHTON, ADOPTED AS PART OF THE HOSCHTON ZONING ORDINANCE

**WHEREAS**, City of Hoschton, applicant, SEK Hoschton, LLC property owner, has applied for rezoning of lot 11 and lot 12 of the preliminary plat of Kroger development. Both lots front Peachtree Exchange Road.

**WHEREAS**, the Property to be rezoned consists of all that tract or parcel of land lying and being in Jackson County Georgia, consisting of Lot 11 (120 013K): 1.32 acres; Lot 12 (H01 024D): 1.06 acres; Total: 2.38 acres).

**WHEREAS**, the Applicant has applied for rezoning of the property in the City of Hoschton from C-2 (General Commercial Highway Oriented District) to C-3 (Commercial Motor Vehicles Services and Repair District), to modify certain zoning conditions.

**WHEREAS**, the City Council of the City of Hoschton has authority pursuant to the Hoschton Zoning Ordinance to amend the City of Hoschton's Official Zoning Map; and

**WHEREAS**, the city's planning consultant has prepared a report evaluating the criteria for zoning decisions as they pertain to the requested zoning and finds that the application meets the vast majority of criteria, including compatibility with surrounding properties if approved with conditions; and

**WHEREAS**, an advertised public hearing before the Hoschton Planning Commission was held on the requested zoning; and

**WHEREAS**, the Hoschton City Council held an advertised public hearing on the application and have complied with all applicable laws and ordinances with respect to the processing of such application; and

**WHEREAS**, it has been determined by the City Council that it is desirable, necessary and within the public's interest to approve the institutional zoning classification as applied to the subject property and to amend the City of Hoschton's Official Zoning Map accordingly.

**NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING  
AUTHORITY OF THE CITY OF HOSCHTON AS FOLLOWS:**

**Section 1.** The Property, legally described in Exhibit A attached to this ordinance, is hereby rezoned to modify certain zoning conditions.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY REZONED**

Property to be rezoned consists of all that tract or parcel of land lying and being in Jackson County Georgia, consisting of Lot 11 (120 013K): 1.32 acres; Lot 12 (H01 024D): 1.06 acres; Total: 2.38 acres).

**Location of Property**



**Preliminary Plat**



**Tax Map 1 of 2**



**Tax Map 2 of 2**

**EXHIBIT B**  
**CONDITIONS OF ZONING APPROVAL (Z-25-01)**

- 1) Overnight, outdoor parking shall be limited to 72 hours.
- 2) Land development and landscaping techniques shall screen major activities from Hwy 53 and Cambridge at Towne Center townhomes.
- 3) Dryers for car wash shall be limited to 65 decibels at the property line
- 4) Car wash shall be equipped with a water filtration and reclamation system.
- 5) Hours of operation shall be limited to between 7 AM and 9 PM
- 6) Servicing (emptying) dumpsters shall occur within business hours.
- 7) Outdoor storage areas shall be prohibited.

**Section 2.** The City Clerk is hereby directed to amend the Official Zoning Map to reflect C3.

SO ORDAINED THIS 15<sup>th</sup> DAY OF MAY, 2025

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Debbie Martin, Mayor

ATTEST:

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Jennifer Kidd-Harrison, City Clerk

Approved as to Form:

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Abbott S. Hayes, Jr., City Attorney



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 15<sup>th</sup> day of May, 2025.

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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:

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Jennifer Harrison, City Clerk

**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

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.

<b>JACKSON COUNTY</b>	
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
<b>Jackson County Total Est.:</b>	<b>\$142,600,000</b>
<b>ARCADE</b>	
Road Improvements	\$880,000
Paving & Resurfacing Projects	\$3,520,000
<b>Arcade Total Est.:</b>	<b>\$4,400,000</b>
<b>BRASELTON</b>	
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
<b>Braselton Total Est.:</b>	<b>\$5,000,000</b>
<b>COMMERCE</b>	
Transportation Improvements (sidewalks, curbing, drainage structures, stormwater management, striping, signage); Road Paving & Resurfacing; Intersection Improvements	\$14,800,000
<b>Commerce Total Est.:</b>	<b>\$14,800,000</b>

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

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

<b><u>Jurisdiction</u></b>	<b><u>Miles</u></b>	<b><u>% of total</u></b>	<b><u>Amount</u></b>
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

**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 licenses. 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**  
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. Rouse*

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."**

\_\_\_\_\_  
Applicant

[Signature]  
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



License to Sell Alcoholic Beverages  
As set forth and defined in Title 3  
Georgia Alcoholic Beverage Code and Regulations Pertaining Thereto

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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	LOCAL LICENSE ISSUED BY
		DATE ISSUED	10-Dec-2024	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 in the Department of  
Revenues, or violation of any provisions of said Act or any valid rule and  
regulations made pursuant thereto, shall be grounds for cancellation of  
this license by the Commissioner of Revenues

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



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. 30548  
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

*Frank M. McConnell*

State Revenue Commissioner

**THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION SHOWN HEREON**

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 15<sup>th</sup> 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

Prepared by / Return to:

Walker, Ball & Dimo, LLC

Carla J. Walker, Esq.

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

carla@wbdlawfirm.com

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### **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).

