

CITY OF HOSCHTON  
CITY COUNCIL  
**THURSDAY, AUGUST 21, 2025, AT 6:00PM**  
HOSCHTON COMMUNITY CENTER  
65 CITY SQUARE, HOSCHTON



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REGULAR COUNCIL  
AGENDA

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**WELCOME AND CALL TO ORDER**

**INVOCATION/ MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL**

**MINUTE APPROVAL**

- July 10, 2025- Public Hearing Minutes
- July 10, 2025 - Work Session Minutes
- July 17, 2025 – Regular Council Minutes
- July 26-27, 2025 – Council Retreat Minutes

**NEW BUSINESS**

1. **Z-25-03** Rezoning: Applicant, The Providence Group of Georgia seeks to modify the conditions of Z-23-02. Parcels 113-003A, 119-018, 119-019K, & 119-019M, 109.73 acres. Applicants request modification to conditions regarding the timeline for road improvements.
2. **V-25-02** Variance: Applicant, McDonald's USA, LLC, seeks variance of RZ-18-05 "Signage". Parcel 121-001A1, 1.13 Acres. Zoning Conditions for the subject property allow for one wall sign, applicant requests two additional wall signs.
3. Water Distribution System Flushing Program
4. Nomination from DDA to accept Ms. Anita Boyd as Dr. Kumar's Replacement
5. IGA between City of Hoschton and West Jackson Fire Department
6. Cresswind Phase 6B Final Plat & As-builts
7. New Consulting – City Planning contract for Mr. Rich Atkinson / Revolution Planning
8. Resolution 2025-018: Annual Capital Improvement Element Update

**ADJOURN**

CITY OF HOSCHTON  
CITY COUNCIL  
**THURSDAY, JULY 10 2025, AT 6:00PM**  
HOSCHTON COMMUNITY CENTER  
65 CITY SQUARE, HOSCHTON



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PUBLIC HEARING  
MINUTES

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**WELCOME AND CALL TO ORDER** at 6pm by *City Manager, Jennifer Harrison*

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

**PLEDGE OF ALLEGIANCE** by *City Manager, Jennifer Harrison*

**AGENDA APPROVAL** *Motion to approve as is Mayor Martin, seconded by Councilmember Brown and all in favor.*

**NEW BUSINESS**

1. **Z-25-02** Rezoning: Applicant, Brookfield Kolter Land Acquisitions, LLC, seeks rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development) Amendment to the conditions of Z-18-05. Parcel 121 002, 26.73 Acres. Proposed use Residential Townhome Community  
*City Planner stated that the applicant has withdrawn their rezoning application.*
2. **V-25-01** Variance: Applicant, Sullins Engineering, LLC, seeks variance of Zoning Ordinance Section 10.10 Minimum Number of On-Site Parking Spaces. Parcel 120 013A, 1.066 Acres  
*City planner stated that they have revised their request for parking, and can now be reviewed and approved administratively.*

**ADJOURN** at 6:05pm

**Members Present:**

Debbie Martin, Mayor

David Brown, Councilmember

Christina Brown, Councilmember

Scott Courter, Councilmember – By Phone

**Also Present:**

Jennifer Harrison, City Manager

Abb Hayes, City Attorney

Tiffany Wheeler, Finance Director

Ben Munro, Media

**Absent:**

Fredria Sterling, Mayor Pro-Tem

James Lawson, Councilmember

JJ Jackson, Councilmember



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WORK SESSION  
MINUTES

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**CALL TO ORDER** 6:05pm by Jennifer Harrison, City Manager

**AGENDA APPROVAL** with no changes by Councilmember T. Brown, Seconded by Mayor Martin and all in favor.

**REPORTS BY MAYOR, COUNCIL, AND STAFF**

*City Manager stated that all reports are available to the public on the city website for review.*

**NEW BUSINESS**

1. Aberdeen Elevation  
*No questions or additional from the council.*
2. Intergovernmental agreement between Hoschton and DDA  
*City Manager stated that an added paragraph to this document will give the DDA the authority to help implement a process for the project at 29 Broad Street to move forward.*
3. O-25-04 Sign Ordinance  
City Planner explained the recommended changes to the council. Councilmember Dave Brown stated that he would like to remove “residential” from Section 43-121, Flags from Section A. and just expresses this statement to be for any establishment or institutional property.
4. O-2025-05 Compensation for Mayor and Council  
*City Manager stated that this compensation would be in place for 2025 and only affect the Mayor and Council after the election is completed. Also stated that with Mayor and Council taking this increase, they agree to not have benefits. Councilmember Dave Brown stated that he would like to have some procedure in place to increase accountability at training classes, council meetings and is in hope that we can put a policy in place for such.*
5. Alma Farms Deed – *City Manager did explain this is a common request from developers once the development has been completed that includes provisions establishing, in this particular request for the right-of-way for the golf cart/multi use path. No comments were made from the council.*

**CITIZEN INPUT** *No comments were made*

**EXECUTIVE SESSION (IF NEEDED)** *Not needed*

**ADJOURN** at 6:16pm by T. Brown, seconded by Mayor Martin and all in favor

**Members Present:**

Debbie Martin, Mayor

David Brown, Councilmember

Christina Brown, Councilmember

Scott Courter, Councilmember – By Phone

**Also Present:**

Jennifer Harrison, City Manager

Abb Hayes, City Attorney

Tiffany Wheeler, Finance Director

Ben Munro, Media

**Absent:**

Fredria Sterling, Mayor Pro-Tem

James Lawson, Councilmember

JJ Jackson, Councilmember



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REGULAR SESSION  
MINUTES

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**WELCOME AND CALL TO ORDER** at 6:01pm by Mayor Martin

**INVOCATION/ MOMENT OF SILENCE** by Councilmember Fredria Sterling

**PLEDGE OF ALLEGIANCE** by Councilmember Dave Brown

**AGENDA APPROVAL** Mayor Martin stated that she would like to make a motion to add line item #6, Recommendation to fill open board seat for Planning and Zoning by Mayor Martin, seconded by Jackson and all in favor.

**MINUTE APPROVAL**

6-12-2025: Work Session Minutes

6-17-2025: Regular Voting Minutes

*Motion to approve minutes as is by Martin, seconded by Lawson and all in favor.*

**NEW BUSINESS**

1. Aberdeen Elevation  
*Motion to approve by Martin, seconded by Jackson and all in favor.*
2. Intergovernmental agreement between Hoschton and DDA  
*Motion to approve as is with no changes by Mayor Martin, seconded by Martin, seconded D. Brown and all in favor.*
3. O-25-04 Sign Ordinance: Mayor Martin stated that this will be the first read since we do not have a full board tonight and will schedule a special called meeting for second read and vote.
4. O-2025-05 Compensation for Mayor and Council: Mayor Martin stated that this will be a first read since we do not have a full board tonight and will schedule a special called meeting for second read and vote.
5. Alma Farms Right of Way Warranty Deed: Motion to approve by Martin, seconded by Lawson and all in favor
6. Recommendation to fill open board seat for Planning and Zoning: Mayor Martin recommended Ms. Megan Reid as the board member to fill Ms. Christine Moody's open seat, for the term of May 22, 2024-May 21, 2027

**ADJOURN** Motion to adjourn at 6:10pm by Martin, seconded by Lawson and all in favor.

## **ROLL CALL**

### **Members Present:**

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

### **Also Present:**

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

### **Absent:**

Scott Courter, Councilmember

CITY OF HOSCHTON  
CITY COUNCIL  
**SATURDAY & SUNDAY, JULY 26-27, 2025**  
BRASSTOWN VALLEY RESORT  
6321 US-HWY 76  
YOUNG HARRIS, GEORGIA 30582



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RETREAT MINUTES

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**CALL TO ORDER** *By Mayor Martin at 12:02pm, seconded by Sterling and all in favor*

**AGENDA APPROVAL** *No changes to be made by Martin, seconded by Sterling and all in favor*

**SATURDAY JULY 26, 2025**

12PM – 4PM	COUNCIL/STAFF RELATIONS, Y2026 BUDGET, MILEAGE RATE, BETTER WAYS TO COMMUNICATE WITH CITIZENS, FUTURE PLANS FOR DOWNTOWN WATER TANK  EXCUTIVE SESSION (IF NEEDED)
4:00PM	WRAP UP/DISMISSAL
NOTES	<b>NO LUNCH PROVIDED</b>  <b>SNACKS &amp; DRINKS PROVIDED DURING MEETING</b>

*Mayor and Council spoke on strengthening communication amongst themselves and with staff. The Finance director touched on budget process to final product and findings on the mileage rate as well. City Manager asked council, once the downtown water tank is no longer in use, we need to find a future vision for the tank. We also discussed hiring a Community Development Director to take care of marketing, events and economic development, staffed by the City of Hoschton and Downtown Development Authority. Council gave lots of feedback and we will continue to work toward future visioning for the City.*

*Adjourned at 4:33pm Martin, seconded by Jackson and all in favor.*

**Roll Call**

**Members Present:**

Debbie Martin, Mayor  
Fredria Sterling, Mayor Pro-Tem  
David Brown, Councilmember  
Christina Brown, Councilmember



JJ Jackson, Councilmember

**Also Present:**

Jennifer Harrison, City Manager

Tiffany Wheeler, Finance Director

Jessica Martin, DDA

**Absent:**

James Lawson, Councilmember

*Adjourn was motioned at 4:33pm by Martin, seconded by Jackson and all*

**SUNDAY JULY 27, 2025**

**CALL TO ORDER** by Mayor Martin at 9:04am

8AM-9AM	BREAKFAST BUFFET/NETWORKING
9AM	DOWNTOWN REVITALIZATION STRATEGIES PRESENTED BY DDA AND GMA
	EXECUTIVE SESSION (IF NEEDED)
12-1PM	BOX LUNCH IN CONFERENCE ROOM
1:00PM	DOWNTOWN REVITALIZATION STRATEGIES PRESENTED BY GMA AND DDA EXECUTIVE SESSION (IF NEEDED)
NOTES	<b>LUNCH WILL BE PROVIDED IN THE CONFERENCE ROOM</b> <b>SNACKS &amp; DRINKS PROVIDED DURING MEETING</b>

*Mayor Martin introduced, Chair Ms. Jessica Martin to present and give an update of the Downtown Development Authority and some ideas that Jessica would love to present with the blessing from the council to her board. A great feedback was given from the council for the DDA to move forward with enhancing some beautification on City Square, Update the DDA Logo along with supporting the idea to hire a staff partner to help market, Events, along with other needs from the DDA.*

*Next, Mayor Martin introduced Ms. Sherri Bailey along with Ms. Emily Davenport from Georgia Municipal Association. A highlight to how to build a downtown was the main attraction to their presentation.*

*Motion to go into Executive Session at 2pm to discuss Real estate and Litigation by Martin, seconded by Sterling and all in favor.*

*Motion to go out of executive session at 3:36pm after discussing Real Estate and Litigation by Sterling and all in favor.*

**Roll Call**

**Members Present:**

Debbie Martin, Mayor  
Fredria Sterling, Mayor Pro-Tem  
David Brown, Councilmember  
Christina Brown, Councilmember  
JJ Jackson, Councilmember

**Also Present:**

Jennifer Harrison, City Manager  
Tiffany Wheeler, Finance Director  
Sherrie Bailey, GMA  
Emily Davenport, GMA  
Jessica Martin, DDA  
Jason Martin, Citizen of Hoschton

**Absent:**

James Lawson, Councilmember

**ADJOURN**

*Motion to adjourn by Martin, seconded by Sterling and all in favor at 3:37pm.*

CITY OF HOSCHTON  
COUNTY OF JACKSON  
STATE OF GEORGIA

ORDINANCE NO. Z-25-03

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, The Providence Group of Georgia property owner, has applied to modify the conditions of Z-230-02.

**WHEREAS**, the Property to be rezoned consists of all that tract or parcel of land lying and being in Jackson County Georgia, consisting of parcels 113-003A, 119-018, 119-019K, & 119-019M, on 109.73 acres.

**WHEREAS**, the Applicant has requested modification to conditions regarding the timeline of road improvement.

**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



## EXHIBIT B

- ## CONDITIONS OF ZONING APPROVAL (Z-25-03)

SO ORDAINED THIS 21st DAY OF AUGUST, 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  
COUNTY OF JACKSON  
STATE OF GEORGIA

ORDINANCE NO. V-25-02

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, The Applicant, McDonald's USA, LLC, seeks variance of RZ-18-05 "Signage".

**WHEREAS**, the Property to be rezoned consists of all that tract or parcel of land lying and being in Jackson County Georgia, consisting of parcels 121-001A1, 1.13 Acres. Zoning Conditions for the subject property allow for one wall sign, applicant requests two additional wall signs.

**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 parcels 121-001A1, 1.13 Acres. Zoning Conditions for the subject property allow for one wall sign, applicant requests two additional wall signs.



**EXHIBIT B**  
**CONDITIONS OF ZONING APPROVAL (Z-25-03)**

1. There will be a maximum of one wall or building sign per road frontage.
2. Signs will comply with all sections of the Hoschton Sign Ordinance.

SO ORDAINED THIS 21st DAY OF AUGUST, 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



February 25, 2025

Mr. Jamie Wheeler  
Public Works Director  
City of Hoschton  
City Hall, 79 City Square  
Hoschton, Georgia 30548

**Re: Proposal for Professional Services  
Water Distribution System Flushing Program**

Dear Jamie:

Engineering Management, Inc. is privileged to offer this proposal to render professional engineering services in connection with this project to assist the City in developing a Flushing Program.

Following a routine maintenance program for a water system that includes a periodic flushing program will provide multiple benefits to a system. The objectives to a flushing program are listed below:

1. Minimize customer complaints and maintain customer satisfaction
2. Compliance with Safe Drinking Water Act Primary Drinking Water Standards
3. Avoidance of water quality fees and penalties
4. Reduce or eliminate public health problems such as microbiological and chemical contaminants
5. Reduce or eliminate taste, odor, or color in the water
6. Maintain structural condition of the pipe interior, and maintain pressure, by removing biofilm and biomass in the system with shear flow produced from the higher water velocity
7. Exercise hydrants and valves
8. Discover distribution system problems, such as breaks, leaks, partially-closed valves, etc.

The Program Report would contain the following elements:

- **Pre-Planning**
  - Scheduling
  - Public Notification
  - Equipment
  - Training and Safety
- **Flushing Strategy**
  - Manageable Loops and Flushing Runs
  - Guidelines

- **Flushing Program**
  - Velocity
  - Sampling
  - Flushing Procedure
- **Flushing Loop List**
  - Example Flushing Procedure
- **Water Maps Exhibits for Flushing the Entire System**
- **Examples for Public Notification and Recording Flushing Records**

The final product will include 3 copies of the bound report.

EMI can provide this on an hourly basis not to exceed \$17,500. Copies of our hourly rates and General Terms and Conditions are enclosed.

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this copy of this letter in the space provided below and returning it to us.

We sincerely appreciate the opportunity to submit this proposal for its consideration.

Very truly yours,

ENGINEERING MANAGEMENT, INC.



Fletcher Holliday  
President

C: Mrs. Jennifer Kidd Harrison, City Manager

Accepted this \_\_\_\_ Day of \_\_\_\_\_, 2025.

City of Hoschton

By:

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INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF HOSCHTON AND THE WEST JACKSON FIRE DISTRICT

This Intergovernmental Agreement (the "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Hoschton, a municipal corporation of the State of Georgia (hereinafter referred to as "City") and the West Jackson Fire District, a fire district created by local constitutional Amendment (hereinafter referred to as "WJFD").

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, as well as O.C.G.A. § 36-71-11, the WJFD and the City are authorized to enter into agreements for the administration and collection of impact fees to ensure proper allocation of resources and adherence to state law;

WHEREAS, per Hoschton Resolution No. R-20-07, also known as WJFD Resolution No. 20-001, a true and correct copy of which is attached hereto as Exhibit "A," the City and WJFD agreed to work together to administer impact fee funds collected by the City for capital improvements for Fire Services; and

WHEREAS, the City, on September 21, 2020, the City passed Ordinance No. 0-20-06, a true and correct copy of which is attached hereto as Exhibit "B," which, in part, established a fire facilities development impact fee Trust Fund; and

WHEREAS, a number of Kolter entities file suit against the City related to Ordinance No. 0-20-06, which lawsuit was settled pursuant to a Settlement Agreement approved by the City by Resolution 2022-16 on August 15, 2022, a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, as of July 29, 2025, the City held the sum of \$311,689.66, which amount increases on a monthly basis due to interest accrual, in the City's fire facilities development impact fee Trust Fund (said funds hereinafter referred to as "the Fire Funds").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the WJFD and the City agree as follows:

**Section 1. Status of existing intergovernmental agreements.**

This agreement supplements but does not abrogate or amend the existing countywide service delivery strategy or any existing intergovernmental agreement as it relates to the provision of Fire Services in Jackson County.

**Section 2. Reporting of impact fees to state.**

It is the City's sole responsibility to report impact fee funds collected, encumbered and expended to the Georgia Department of Community Affairs in accordance with applicable state administrative rules.

### **Section 3. Capital improvement.**

The City and the WJFD have consulted about the use of the Fire Funds and have agreed that the Fire Funds shall be used toward the purchase of a fire engine, which fire engine is an improvement with a useful life of ten years or more, and which fire engine shall be utilized to improve and increase the capacity of the WJFD to provide Fire Services to the citizens of the City (hereinafter referred to as "the Fire Engine").

### **Section 4. Payment of the Fire Funds.**

Attached as Exhibit "D" is an invoice and check related to the future purchase of the Fire Engine. Attached as Exhibit "E" is a letter from WJFD Chief Ben Stephens, which sets forth where the Fire Engine shall be assigned and used. Within fourteen (14) days of the approval of this Agreement by both the City and the WJFD, the City shall pay the Fire Funds, less statutorily authorized administrative fees, to the WJFD for use in payment of the invoice.

### **Section 5. Reservation of functions.**

The WJFD, through its administration and staffing of the fire department serving the Hoschton Post, explicitly reserves its rights and responsibilities to make programming decisions regarding the equipping and staffing of Fire Facilities, and nothing in this Agreement shall be construed to transfer such rights or responsibilities from the WJFD to the City or to give the City influence in the administrative decisions regarding Fire Service functions. This Agreement gives no specific warranties or promises to the City regarding the exact nature or level of equipping, staffing, or operation of future Fire Facilities, or the timing for operating any new Fire Facilities, whether or not Fire Facilities are paid for in whole or in part with impact fee funds collected by the City.

**Section 6. Effective date and contingency.**

This Agreement shall become effective immediately upon its adoption by the governing body of the City and the WJFD.

CITY OF HOSCHTON

By: \_\_\_\_\_  
Debbie Martin, Mayor

ATTEST: \_\_\_\_\_  
Jennifer Harrison, City Clerk

Approved as to Form:

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

WEST JACKSON FIRE DISTRICT

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

COUNTY OF JACKSON  
STATE OF GEORGIA

<sup>R-20-07</sup>  
RESOLUTION NO. \_\_\_\_ CITY OF HOSCHTON

<sup>20-001</sup>  
RESOLUTION NO. \_\_\_\_ WEST JACKSON FIRE DISTRICT

**A JOINT RESOLUTION BETWEEN THE CITY OF HOSCHTON, GEORGIA, AND THE WEST JACKSON FIRE DISTRICT REGARDING CAPITAL FACILITIES FOR FIRE SERVICES AND FOR OTHER PURPOSES**

WHEREAS, the City of Hoschton (the "City") has approved a major new residential development that will require at least one additional fire station or multiple municipal safety facility to provide fire services in the near future; and

WHEREAS, the West Jackson Fire District was created by a local constitutional Amendment to provide fire services to the City and other areas in West Jackson County, as described in said Amendment, which Amendment and its existence has been renewed with each adoption of a new constitution by local act of the Georgia Legislature as required by law (the "Fire District"); and

WHEREAS, the Fire District is governed by a five-member board, composed of members elected from each of the five Posts established in the District (the "Board"); and

WHEREAS, the City and Fire District recognize that additional development in the City will generate demand for additional fire services that are the responsibility of the City and Fire District (said fire services hereinafter referred to as "Fire Services"); and

WHEREAS, the City desires and intends to adopt a development impact fee program for Fire Services to generate capital funds for the acquisition of real estate, and/or the construction or equipping of additional fire stations and/or multi use public safety facilities upon such real estate (the "Fire Facilities"); and

WHEREAS, the City and Fire District acknowledge the City's development impact fee program is completely separate from, unrelated to and will have no effect upon, the Fire District's existing authority to levy and receive ad valorem taxes as set forth in the local constitutional Amendment referenced above; and

WHEREAS, local governments in Georgia are authorized, after planning in accordance with applicable rules of the Georgia Department of Community Affairs and applicable state law, to implement development impact fee programs for certain capital expenditures for facilities, including Fire Facilities; and

WHEREAS, the City has prepared a capital improvements element of its comprehensive plan pertaining to future capital facilities for Fire Services and has done so in consultation with the Fire District; and

WHEREAS, this Resolution is to authorize the development of joint plans between the City and Fire District to provide Fire Services with Fire Facilities to existing residents of the Hoschton Post within the Fire District as well as additional future residents of the Fire District, as a result of new development, optimally located to serve all residents and businesses; and

WHEREAS, a purpose of this Resolution is to establish a joint understanding of the responsibilities of the City (as impact fee collector) and the Fire District (as Fire Services provider) regarding the collection, accounting, administration, encumbrance, expenditure, and reporting of impact fee funds collected by the City for capital improvements for Fire Services.

**EXHIBIT**

"A"



Resolution No. \_\_\_\_\_ (West Jackson Fire District); Resolution No. \_\_\_\_\_ (City of Hoschton)

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Now, therefore, IT IS RESOLVED by the governing body of the City and the Board as follows:

## ARTICLE I – CITY OBLIGATIONS

### Section 1. Status of existing intergovernmental agreements.

This agreement supplements but does not abrogate or amend the existing countywide service delivery strategy or any existing intergovernmental agreement as it relates to the provision of Fire Services in Jackson County.

### Section 2. Collection of impact fees for Fire Facilities.

For any Fire Facilities impact fee program adopted by the City and applied within the City limits, the City will collect Fire Facilities impact fees for residential and nonresidential development within the City limits of Hoschton, in accordance with applicable state rules and laws.

### Section 3. Reporting of impact fees to state.

For any Fire Facilities impact fee program adopted by the City and applied within the City limits, it is the City's sole responsibility to report impact fee funds collected, encumbered and expended to the Georgia Department of Community Affairs in accordance with applicable state administrative rules.

### Section 4. Accounting of impact fee funds.

For any Fire Facilities impact fee program adopted by the City and applied within the City limits, the City will account for the collection, encumbrance, expenditure, refunding, and crediting of Fire Facilities impact fees collected by the City in accordance with applicable state rules and laws, the City development impact fee ordinance, and generally accepted accounting principles.

### Section 5. Reporting of impact fees to Fire District.

The City will report at least semi-annually to the Fire District the amount of Fire Facilities impact fees collected by the City, so that the Fire District may develop appropriate plans to provide additional services when Fire Facilities become available.

## ARTICLE II – CAPITAL IMPROVEMENTS PROJECTS

### Section 1. Land Acquisition.

The City and Fire District will consult about the location of new capital improvements for Fire Facilities that serve the Hoschton Post. After consultation and due consideration of the expert opinion of the Fire District as to locations, type, size and design of Fire Facilities best suited to the City's needs, the City shall expend Fire Facilities impact fee funds collected by the City for land acquisition, facility construction, and/or equipment. Any site chosen shall meet the schedule of improvements adopted in the City's capital improvements element of its comprehensive plan, which calls for land acquisition for fire and rescue facilities. The City may purchase land for Fire Facilities construction as part of a multi-purpose municipal complex.

Resolution No. \_\_\_\_ (West Jackson Fire District); Resolution No. \_\_\_\_ (City of Hoschton)

**Section 2. Retention of administrative fees by the city.**

Any administrative fees adopted by the City per an adopted development impact fee ordinance and collected by the City for a Fire Facilities impact fee program will be retained by the City.

**Section 3. Ongoing capital improvement programming.**

The City is solely responsible for annually updating the capital improvements element of its comprehensive plan as it pertains to Fire Facilities. The Fire District agrees to participate in the annual review of the City's capital improvements element for Fire Facilities. The City agrees not to amend the schedule of improvements pertaining to use of fire and rescue impact fee funds without notice and consultation with the Fire District.

**Section 4. Reservation of functions.**

The Fire District, through its administration and staffing of the fire department serving the Hoschton Post, explicitly reserves all of its rights and responsibilities to make programming decisions regarding the equipping and staffing of Fire Facilities, and nothing in this Agreement shall be construed to transfer or limit in anyway such rights or responsibilities from the Fire District to the City or to give the City influence in the administrative decisions regarding Fire Service functions or otherwise interfere with the authority of the Fire District under the local Constitutional amendment. This Resolution gives no specific warranties or promises to the City regarding the exact nature or level of equipping, staffing, or operation of future Fire Facilities, or the timing for operating any new Fire Facilities, whether or not Fire Facilities are paid for in whole or in part with impact fee funds collected by the City.

**Section 5. Effective date and contingency.**

This Resolution shall become effective immediately upon its adoption by the governing body of the City and the Board; provided, however, that the execution of the actions set forth herein are contingent upon adoption of a development impact fee program (including capital improvements element and development impact fee ordinance) for Fire Facilities by the City.

So RESOLVED by the governing body of the City of Hoschton, this the 17 day of August, 2020.

By:   
Shannon Sell, Mayor

ATTEST:

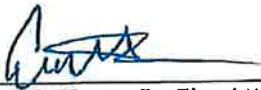
  
Jennifer Kidd-Harrison, City Clerk





Resolution No. \_\_\_\_ (West Jackson Fire District); Resolution No. \_\_\_\_ (City of Houston)

Approved as to Form:

  
Abbott S. Hayes, Jr. City Attorney

So RESOLVED by the Board of the West Jackson Fire District, this the 11<sup>th</sup> day of August, 2020.

By:   
Board Member

By:   
Board Member

By:   
Board Member

By: \_\_\_\_\_  
Board Member

By: \_\_\_\_\_  
Board Member

JAR/nmk/14284/W239399

**CITY OF HOSCHTON  
STATE OF GEORGIA**

**ORDINANCE NO. 0-20-06**

**AN ORDINANCE RELATING TO THE REGULATION OF THE USE AND DEVELOPMENT OF LAND IN THE CITY OF HOSCHTON, GEORGIA; IMPOSING A DEVELOPMENT IMPACT FEE ON LAND DEVELOPMENT IN THE CITY OF HOSCHTON FOR PROVIDING PUBLIC SAFETY, PARK AND RECREATION AND RELATED FACILITIES NECESSITATED BY SUCH NEW DEVELOPMENT; STATING THE AUTHORITY FOR ADOPTION OF THE ORDINANCE; MAKING LEGISLATIVE FINDINGS; PROVIDING DEFINITIONS; PROVIDING A SHORT TITLE AND APPLICABILITY; PROVIDING INTENTS AND PURPOSES; PROVIDING RULES OF CONSTRUCTION; PROVIDING DEFINITIONS; PROVIDING FOR THE COMPUTATION OF THE AMOUNT OF THE DEVELOPMENT IMPACT FEE; PROVIDING FOR THE PAYMENT OF A DEVELOPMENT IMPACT FEE; PROVIDING FOR A DEVELOPMENT IMPACT FEE SERVICE AREA; PROVIDING FOR THE ESTABLISHMENT OF A DEVELOPMENT IMPACT FEE TRUST FUND; PROVIDING FOR THE USE OF FUNDS; PROVIDING FOR THE REFUND OF FEES PAID; PROVIDING FOR EXEMPTIONS AND CREDITS; PROVIDING FOR REVIEW OF THE FEE SCHEDULE; PROVIDING FOR APPEALS; PROVIDING A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

NOW THEREFORE THE COUNCIL OF THE CITY OF HOSCHTON HEREBY ORDAINS as follows:

**Section 1. Legislative findings.**

The City Council of the City of Hoschton has considered the feasibility of imposing development impact fees and finds, determines, and declares that:

- A. The Georgia Legislature, through the enactment of the Georgia Development Impact Fee Act, O.C.G.A. §§ 36-71-1 through 36-71-13, has authorized the City of Hoschton to enact development impact fees;
- B. The City of Hoschton established a Development Impact Fee Advisory Committee pursuant to the Georgia Development Impact Fee Act, O.C.G.A. § 36-71-5, and that Committee has served in an advisory capacity and assisted and advised the City of Hoschton with regard to the development and adoption of this development impact fee ordinance;
- C. The City of Hoschton comprehensive plan contains within it a Capital Improvements Element which establishes a level of service standard for park and recreation capital facilities for the planning horizon to 2040; and the Capital Improvements Element has

been submitted to the Northeast Georgia Regional Commission and determined by the Georgia Department of Community Affairs to be in compliance with the rules of the Georgia Department of Community Affairs, Chapter 110-12-2, Development Impact Fee Compliance Requirements;

- D. The City of Hoschton must expand its multiple public safety and park and recreation systems in order to maintain its level of service standard if new development is to be accommodated without decreasing the current standards as adopted . This must be done in order to promote and protect the health, safety, morals, convenience, order, prosperity, and the general welfare of the City of Hoschton, Georgia;
- E. The imposition of development impact fees is a preferred method of ensuring the availability of capital facilities necessary to accommodate new development;
- F. Each of the types of land development described in this ordinance will create a need for the construction, equipping, or expansions of City of Hoschton capital facilities;
- G. The fees established by Section 7 are derived from, are based upon, and do not exceed a proportionate share of the costs of providing additional public safety and park and recreation land and improvements necessitated by the new land developments for which the fees are levied; and
- H. The report entitled "A Report on Impact Fees Prepared for Hoschton, Georgia," dated July 20, 2020, sets forth a reasonable methodology and analysis for the determination of the development impact of new development on the need for, and costs of additional facilities in the City of Hoschton.

**Section 2. Short title and applicability.**

- A. This ordinance shall be known and may be cited as the "The City of Hoschton Impact Fee Ordinance."
- B. This ordinance shall apply throughout the incorporated area of the City of Hoschton.

**Section 3. Intent and purposes.**

- A. This ordinance is intended to assist in the implementation of the City of Hoschton comprehensive plan, as amended, and in accordance with Title 36, Chapter 70 of the Official Code of Georgia and pursuant to the minimum standards and procedures established by the Georgia Department of Community Affairs.
- B. The purpose of this ordinance is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide certain specified facilities in the City of Hoschton.
- C. This ordinance is intended to comply fully with each and every relevant provision of the

Georgia Development Impact Fee Act, O.C.G.A. §§ 36-71-1 through 36-71-13, and shall be interpreted and implemented to so comply.

- D. Nothing in this ordinance shall be deemed to prevent or prohibit private development agreements between property owners and the City of Hoschton.

#### Section 4. Rules of construction.

- A. The provisions of this ordinance shall be liberally construed so as to effectively carry out its purpose to promote and protect the health, safety, morals, convenience, order, prosperity, and the general welfare of the City of Hoschton, Georgia;
- B. For the purposes of administration and enforcement of this ordinance, unless otherwise stated in this ordinance, the following rules of construction shall apply to the text of this ordinance:
1. In case of any difference of meaning or implication between the text of this ordinance and any caption, illustration, summary table, or illustrative table, the text shall control.
  2. The word "shall" is always mandatory and not discretionary; the word "may" is permissive.
  3. Words used in the present tense shall include the future; and words used in the singular number shall include the plural, and the plural shall include the singular, unless the context clearly indicates the contrary.
  4. The phrase "used for" includes "arranged for", "designed for", "maintained for", or "occupied for."
  5. The word "person" includes an individual, a corporation, a limited liability company, a partnership, an incorporated association, or any other similar entity.
  6. Unless the context clearly indicates the contrary, where a regulation involves two (2) or more items, conditions, provisions, or events connected by the conjunction "and", "or" or "either...or", the conjunction shall be interpreted as follows:
    - a. "And" indicates that all the connected terms, conditions, provisions or events shall apply.
    - b. "Or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.
    - c. "Either...or" indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

7. The word "includes" shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

#### **Section 5. Definitions.**

"Applicant" is a person applying for the issuance of a building permit.

"Building permit" is the approval issued by the City of Hoschton that authorizes the construction or permanent placement of a building, dwelling or other structure on a site.

"Capital equipment" is buildings and other improvements which increase the service capacity of a public facility all with an expected use life of ten years or more.

"Capital improvement" means useful planning, land acquisition, site improvements, and capital equipment all with an expected useful life of ten years or more, but excludes maintenance and operation.

"City" means the City of Hoschton, Georgia.

"Developer" means any person or legal entity undertaking development.

"Development" means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any change in the use of land, any of which creates additional demand and need for capital facilities.

"Development approval" means any written authorization from the City of Hoschton which authorizes the commencement of construction.

"Development Impact Fee" means a payment of money imposed upon development as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve new growth and development.

"Dwelling Unit" means a building or portion thereof designed, arranged, used, or intended to be used principally for residential occupancy of one family or household. The term "dwelling unit" applies regardless of the type of dwelling unit and includes but is not limited to an apartment unit, a cluster dwelling, a multi-family dwelling, a single-family dwelling, a townhouse dwelling, a factory-built housing unit, and a manufactured home.

"Encumber" means to legally obligate by contract or otherwise commit to use by appropriation or other official act of the City of Hoschton.

"Feepayer" means that person who pays a development impact fee or his/her successor in interest. In the absence of any express transfer or assignment of the right or entitlement to any refund of previously paid development impact fees, the right or entitlement shall be deemed "not to run with the land."

"Floor area" shall have the same meaning as in the International Building Code.

"Living area" shall have the same meaning as in the International Building Code.

"Individual Fee Calculation Study" means the documentation prepared by a fee payor to allow determination of a development impact fee other than by use of the fee schedule of this ordinance as required by O.C.G.A. § 36-71-4(g).

"Individual Fee Determination" means a development impact fee determined by the Impact Fee Administrator on the basis of an individual fee calculation study.

"Present Value" means the current value of past, present, or future payments, contributions or dedications of goods, services, materials, construction, or money.

"Private Park and/or Recreational Facility" is an area which is not owned by or dedicated to any governmental entity and is an area designed and equipped for sports and leisure activities but does not include areas not readily accessible to all residents of the city for such activities.

"Project" means a particular development on an identified parcel of land.

"Project Improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project and are not system improvements. The character of the improvement shall control a determination of whether an improvement is a project improvement or system improvement and the physical location of the improvement on-site or off-site shall not be considered determinative of whether an improvement is a project improvement or a system improvement. If an improvement or facility provides or will provide more than incidental service or facilities capacity to persons other than users or occupants of a particular project, the improvement or facility is a system improvement and shall not be considered a project improvement. No improvement or facility included in a plan for public facilities approved by the governing body of the municipality or county shall be considered a project improvement.

"Proportionate Share" means that portion of the cost of system improvements which is reasonably related to the service demands and needs of the project.

"Service Area" means a geographic area defined by the City of Hoschton in which a defined set of public facilities provide service to development within the area. Service areas shall be designated on the basis of sound planning or engineering principles or both.

"System Improvement Costs" means cost incurred to provide additional public facilities capacity needed to serve growth and development for planning, design and construction, land acquisition, land improvement, design and engineering related thereto, including the cost of constructing or reconstructing system improvements or facility expansions, including but not limited to the construction contract price, surveying and engineering fees, related land acquisition costs

(including land purchases, court awards and costs, attorneys' fees, and expert witness fees), and expenses incurred for qualified staff or any qualified engineer, planner, architect, landscape architect, or financial consultant for preparing or updating the capital improvement element, and administrative costs, provided that such administrative costs shall not exceed 3 percent of the total amount of development impact fee receipts. Projected interest charges and other finance costs may be included if the development impact fees are to be used for the payment of principal and interest on bonds, notes, or other financial obligations issued by or on behalf of the municipality or county to finance the capital improvements element but such costs do not include routine and periodic maintenance expenditures, personnel training, and other operating costs.

"System Improvements" means capital improvements that are public facilities and are designed to provide service to the community at large, in contrast to "project improvements."

"Impact Fee Administrator" means the City of Hoschton City Planner or other municipal official designated to carry out the administration of this ordinance.

**Section 6. Imposition of development impact fee.**

- A. Any person who, after the effective date of this ordinance, seeks to develop land within the City of Hoschton, Georgia, by applying for a residential building permit is hereby required to pay a development impact fee in the manner and amount set forth in this ordinance.
- B. No new building permit for any activity requiring payment of a development impact fee pursuant to this ordinance shall be issued unless and until the development impact fee amount as determined by the Impact Fee Administrator has been paid.

**Section 7. Computation of the amount of development impact fee.**

- A. At the option of the applicant, the amount of the development impact fee may be determined by the following fee schedule.

**Residential Development Impact Fee Schedule  
(per dwelling unit)**

RESIDENTIAL	Park/Open Space Impact Fee (\$)	Police Impact Fee (\$)	Fire Impact Fee (\$)	Admin Fee (3%) (\$)	Total Impact Fees (\$)
Per dwelling unit	\$1,079.21	\$791.96	\$940.60	\$84.35	\$2,896.12



**Non-residential Development Impact Fee Schedule**  
(\$ per 1,000 square feet of building unless indicated otherwise)

INDUSTRIAL AND RELATED	NAICS	Police Impact Fee (\$)	Fire Impact Fee (\$)	Admin. Fee (3%) (\$)	Total Impact Fees (\$)
Construction company	23	962.96	1143.69	63.19	2169.84
Data processing	5182	1095.84	1301.51	71.92	2469.27
General freight trucking	4841	439.98	522.55	28.87	991.40
Industrial, light	--	315.31	374.49	20.69	710.49
Industrial, heavy	--	157.51	187.07	10.33	354.91
Materials recovery facility	56292	1842.04	2187.76	120.89	4150.69
Mini-warehouse	--	62.77	74.55	4.11	141.43
Mining (acre)	21231	20.53	24.38	1.34	46.25
Nursery stock wholesaler (acre)	42493	199.75	237.23	13.10	450.08
Manufacturing	31-33	504.51	599.19	33.11	1136.81
Petroleum bulk storage (acre)	4247	711.00	844.44	46.66	1602.10
Research laboratory	--	1095.84	1301.51	71.92	2469.27
Septic tank services	562991	1036.29	1230.79	68.01	2335.09
Solid waste collection	562111	1513.53	1797.58	99.33	3410.44
Warehousing	4931	439.98	522.55	28.87	991.40
Wholesale trade	42	315.31	374.49	20.69	710.49
RETAIL TRADE/SERVICE	NAICS	Police Impact Fee (\$)	Fire Impact Fee (\$)	Admin. Fee (3%) (\$)	Total Impact Fees (\$)
Amusement arcade	71312	733.30	870.92	48.12	1652.34
Amusement park (acre)	713	3154.06	3746.02	207.00	7107.08
Arena	--	1576.88	1872.83	103.49	3553.20
Art store	45392	602.18	715.20	39.52	1356.90
Automobile, new car dealer	44111	630.63	748.99	41.38	1421.00
Automobile, used car dealer	44112	733.30	870.92	48.12	1652.34
Automotive repair/maintenance	8111	1211.41	1438.76	79.50	2729.67
Automotive parts store	44131	630.63	748.99	41.38	1421.00
Automobile rental and leasing	53211	733.30	870.92	48.12	1652.34
Bank	52211	1261.27	1497.99	82.77	2842.03
Baked goods store	445291	733.30	870.92	48.12	1652.34
Bar, drinking place or tavern	7224	906.35	1076.46	59.48	2042.29
Beer, wine and liquor store	44531	418.27	496.77	27.45	942.49
Book store	4512	733.30	870.92	48.12	1652.34
Bowling center	71395	733.30	870.92	48.12	1652.34
Building materials store	4441	188.89	224.35	12.39	425.63
Car wash (principal use)	811192	1202.61	1428.31	78.92	2709.84
Caterer	72232	1173.28	1393.48	77.00	2643.76
Cemetery (acre)	81222	25.22	29.95	1.65	56.82
Clothing store	4481	526.50	625.32	34.55	1186.37
Consumer lending	522291	1022.51	1214.41	67.10	2304.02
Cosmetic or beauty supply store	44612	556.42	660.85	36.51	1253.78
Day care center	6244	788.44	936.41	51.74	1776.59



Ordinance O-20-06, City of Hoschton Development Impact Fees

	NAICS	Police Impact Fee (\$)	Fire Impact Fee (\$)	Admin. Fee (3%) (\$)	Total Impact Fees (\$)
Department store	4521	733.30	870.92	48.12	1652.34
Dry cleaning/laundry	8123	1446.94	1718.50	94.96	3260.40
Electronics store	443142	733.30	870.92	48.12	1652.34
Fitness center	71394	733.30	870.92	48.12	1652.34
Florist	4531	256.65	304.82	16.84	578.31
Formal wear/ costume rental store	53222	526.50	625.32	34.55	1186.37
Fuel dealer	45431	657.91	781.39	43.17	1482.47
Funeral home	81221	457.57	543.45	30.03	1031.05
Furniture or home furnishings store	442	339.66	403.41	22.29	765.36
Gasoline with convenience store	44711	1627.92	1933.45	106.84	3668.21
Golf course/country club (acre)	71391	78.90	93.71	5.17	177.78
Hardware store	44413	299.18	355.33	19.63	674.04
Hobby, toy, game store	45112	526.50	625.32	34.55	1186.37
Home improvement store	44411	526.50	625.32	34.55	1186.37
Household appliance store	443141	733.30	870.92	48.12	1652.34
Insurance carrier	5241	1261.27	1497.99	82.77	2842.03
Janitorial service	56172	1242.21	1475.34	81.52	2799.07
Jewelry store	44831	733.30	870.92	48.12	1652.34
Landscaping services	56173	1361.00	1616.45	89.32	3066.75
Linen or uniform supply	81233	434.99	516.63	28.54	980.16
Lodging (hotel or motel, including extended stay (per guest room)	72111	252.25	299.59	16.55	568.39
Lodging, bed and breakfast inn (per guest room)	721191	126.12	149.79	8.27	284.18
Marina	71393	1173.28	1393.48	77.00	2643.76
Merchandise (general) store	4529	733.30	870.92	48.12	1652.34
Merchandise (used) store	4533	526.50	625.32	34.55	1186.37
Mobile food service (per vehicle)	72233	1041.28	1236.71	68.33	2346.32
Movie Theater	71111	469.31	561.92	30.93	1062.16
Museum	71211	366.65	435.46	24.06	826.17
Musical instrument store	45114	526.50	625.32	34.55	1186.37
Nursery, garden, farm supply store	44420	340.25	404.10	22.33	766.68
Office, general	--	945.95	1123.49	62.08	2131.52
Office, medical or dental	--	1891.91	2246.98	124.16	4263.03
Office supply store	4532	733.30	870.92	48.12	1652.34
Optical goods store	44613	733.30	870.92	48.12	1652.34
Paint or wallpaper store	44412	414.46	492.24	27.20	933.90
Personal care service	8121	916.91	1089.00	60.17	2066.08
Pet care (excludes veterinary)	81291	1085.28	1288.96	71.22	2445.46
Pet/pet supply store	45391	398.62	473.43	26.16	898.21
Pharmacy or drug store	44611	526.50	625.32	34.55	1186.37
Recreational vehicle dealer	44121	526.50	625.32	34.55	1186.37
Recreational vehicle park or campground (per camp site)	7212	21.99	26.12	1.44	49.55
Rental center	53231	733.30	870.92	48.12	1652.34
Restaurant	7225	1531.13	1818.49	100.48	3450.10

Ordinance O-20-06, City of Houghton Development Impact Fees

	NAICS	Police Impact Fee (\$)	Fire Impact Fee (\$)	Admin. Fee (3%) (\$)	Total Impact Fees (\$)
Securities brokerage	52312	1085.28	1288.96	71.22	2445.46
Shoe store	44821	526.50	625.32	34.55	1186.37
Specialty food store	4452	733.30	870.92	48.12	1652.34
Supermarket/ grocery	44511	526.50	625.32	34.55	1186.37
Sporting goods store	45111	526.50	625.32	34.55	1186.37
Tennis or racquet club (principal court)	--	75.67	89.87	4.96	170.50
Tire store	44132	526.50	625.32	34.55	1186.37
Tobacco/vape store	453991	733.30	870.92	48.12	1652.34
Veterinary or animal hospital	54194	890.81	1057.99	58.46	2007.26
Video rental	53223	623.30	740.28	40.90	1404.48
<b>TRANSPORTATION AND COMMUNICATION</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Fire Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Ambulance services	62191	1217.27	1445.73	79.89	2742.89
Courier or express delivery	4921	747.96	888.34	49.08	1685.38
Limousine service	48532	868.22	1031.17	56.98	1956.37
Motor vehicle towing	48841	1217.27	1445.73	79.89	2742.89
Newspaper publisher	51111	629.75	747.95	1377.70	1419.03
Parking lot/garage (acre)	81293	2103.69	2498.50	138.06	4740.25
Radio/TV broadcasting	5151	377.20	448.00	24.75	849.95
Sound recording studio	51224	246.38	292.63	16.17	555.18
Taxi service	48531	1217.27	1445.73	79.89	2742.89
Wireless telecommunication carrier	51721	733.30	870.92	48.12	1652.34
<b>INSTITUTIONAL</b>	<b>NAICS</b>	<b>Police Impact Fee (\$)</b>	<b>Fire Impact Fee (\$)</b>	<b>Admin. Fee (3%) (\$)</b>	<b>Total Impact Fees (\$)</b>
Church/religious organization	8131	157.51	187.07	10.33	354.91
Civic or social organization	8134	315.31	374.49	20.69	710.49
Crisis center	6242	824.81	979.61	54.13	1858.55
Hospital	622	1025.15	1217.55	67.28	2309.98
Nursing home/ assisted living	623	1488.59	1767.97	97.69	3354.25
Recreational community center	--	630.63	748.99	41.38	1421.00
School, general education	61111	315.31	374.49	20.69	710.49
School, business	6114	733.30	870.92	48.12	1652.34
School, technical/trade	6115	513.31	609.64	33.68	1156.63
School, cosmetology/barber	611511	733.30	870.92	48.12	1652.34
School, fine arts	61161	733.30	870.92	48.12	1652.34
Rooming or boarding house	7213	1692.45	2010.09	111.07	3813.61

1. If a building permit is requested for mixed uses, then the fee shall be determined through using the above schedule by apportioning the space committed to uses specified on the schedule.
2. In the case of change of use, redevelopment, or expansion or modification of an

existing use which requires the issuance of a building permit, the development impact fee shall be based upon the net positive increase in the development impact fee for the new use as compared to the previous use.

- B. If an applicant opts not to have the development impact fee determined according to paragraph (A) of this section, then the applicant shall prepare and submit to the Impact Fee Administrator an Independent Fee Calculation study for the land development activity for which a building permit is sought. The documentation submitted shall show the basis upon which the Independent Fee Calculation was made. The Impact Fee Administrator shall consider the documentation submitted by the applicant but is not required to accept such documentation as he/she shall reasonably deem to be inaccurate or not reliable and may, in the alternative, require the applicant to submit additional or different documentation for consideration. If an acceptable Independent Fee Calculation study is not presented, the applicant shall pay development impact fees based upon the schedule shown in paragraph (A) of this section. If an acceptable Independent Fee Calculation study is presented, the Impact Fee Administrator may adjust the fee to that appropriate to the particular development. The adjustment may include a credit against the fee otherwise payable up to 50% for private capital facilities constructed or deed restricted or otherwise set aside for public purposes covered by this ordinance by the applicant which serve the same purposes and functions as set forth for facilities in the City of Hoschton comprehensive plan. Determinations made by the Impact Fee Administrator pursuant to this paragraph may be appealed to the City Council by filing a written request with the City Clerk within ten (10) days of the impact fee administrator's determination.
- C. On the request of an applicant, the Impact Fee Administrator shall certify the development impact fee schedule or development impact fees resulting from an individual assessment, whichever is applicable, and said certification shall establish the applicable development impact fee for a period of 180 days from the date thereof.

#### **Section 8. Payment of fee.**

- A. The applicant shall pay the development impact fee required by this ordinance to the Impact Fee Administrator or his/her designee prior to the issuance of a building permit.
- B. All funds collected shall be properly identified purpose and promptly transferred for deposit in the appropriate development impact fee trust fund to be held in separate accounts as determined in Section 10 of this ordinance and used solely for the purposes specified in this ordinance.

#### **Section 9. Service Areas Established.**

There is hereby established a service area which shall be the entire incorporated area of the City of Hoschton. By appropriate intergovernmental agreement as set forth in O.C.G.A. § 36-71-11, the City of Hoschton may develop plans for joint use capital facilities with any other local government or authority.

**Section 10. Impact Fee Trust Fund Established.**

- A. There is hereby established one (1) park and recreation development impact fee Trust Fund for the park and recreation development impact fee Service Area established by Section 9 of this ordinance.
- B. There is hereby established one (1) police development impact fee Trust Fund for the police development impact fee Service Area established by Section 9 of this ordinance.
- C. There is hereby established one (1) fire facilities development impact fee Trust Fund for the fire service development impact fee Service Area established by Section 9 of this ordinance.
- D. Development impact fees placed in the Trust Funds shall be maintained in interest bearing accounts.
- E. All development impact fees collected shall be promptly deposited in the Trust Funds established for that purpose and maintained there, including interest thereon, until withdrawn pursuant to this ordinance.
- F. Funds withdrawn from the Trust Fund accounts must be used in accordance with the provisions of Section 11 of this ordinance.

**Section 11. Use of funds.**

- A. Funds collected from park and recreation development impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to park and recreation facilities under the jurisdiction of the City of Hoschton, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.
- B. Funds collected from police development impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to police facilities under the jurisdiction of the City of Hoschton, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.
- C. Funds collected from fire facilities development impact fees shall be used solely for the purpose of acquiring and/or making capital improvements to fire facilities under the jurisdiction of the City of Hoschton, and related expenses as permitted by the Georgia Development Impact Fee Act, and shall not be used for maintenance or operations.
- D. Funds shall be used exclusively for acquisitions, expansions, or capital improvements within the development impact fee service area from which the funds were collected.
- E. In the event that bonds or similar debt instruments are issued for advanced provision of

capital facilities for which development impact fees may be expended, development impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type described in this section.

- F. In the event a developer enters into an agreement with the City to construct, fund or contribute system improvements such that the amount of the credit created by such construction, funding or contribution is in excess of the development impact fee otherwise due, the developer shall be reimbursed for such excess construction funding or contribution from development impact fees paid by other development located in the service area which is benefited by such improvements.
- G. At least once each fiscal period the Impact Fee Administrator should present to the City Council a report describing the amount of development impact fees collected, encumbered and used, and a proposed capital improvement program for capital facilities, assigning funds, including any accrued interest, from the Development Impact Fee Trust Funds to specific improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the appropriate Development Impact Fee Trust Fund until the next fiscal period except as provided by the refund provisions of this ordinance.
- H. Funds may be used to provide refunds as described in Section 12.
- I. Funds shall be considered expended on a first in, first out basis.

**Section 12. Refund of fees paid.**

- A. If a building permit expires without commencement of construction, then the fee payor shall be entitled to a refund, without interest, of the development impact fee paid as a condition for its issuance, except that the City shall retain three percent (3%) of the fee to offset a portion of the costs of collection and refund. The fee payor must submit an application for such a refund to the Impact Fee Administrator within 30 days of the expiration of the permit.
- B. In the event that development impact fees have not been expended or encumbered by six (6) years from the date the development impact fee was paid, the impact fee administrator shall provide written notice of entitlement to a refund to fee payors or their successors in interest.
- C. If funds are not expended or encumbered following six (6) years from the date the Development Impact Fee was paid, upon application of the then current landowner, they must be returned to such fee payor with interest that is a pro rata share of the interest earned by the fund. A fee payor must submit an application for a refund to the Impact Fee Administrator within one year of the expiration of the six-year period or the publication of the notice of entitlement, whichever is later. Refunds shall be made to the fee payor within 60 days after it is determined that a sufficient proof of claim for a refund has been made.

**Section 13. Exemptions and credits.**

A. The following shall be exempted from payment of the development impact fee:

1. Alterations, repairs, or expansion of an existing building where the use and size are not changed.
2. The construction of residential accessory buildings or structures.
3. The replacement of a building or structure with a new building or structure of the same size and use. As provided in Section 7 (A) (3), in the case of a change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a building permit, the development impact fee shall be based upon the net positive increase in the development impact fee for the new use as compared to the previous use.

Any claim of exemption must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

B. Credits:

1. Land and/or capital improvements may be offered by the applicant as total or partial payment of the required development impact fee. The applicant must request a development impact fee credit. If the Impact Fee Administrator accepts such an offer, the credit shall be determined and provided in the following manner:
  - a. Credit for the dedication of land shall be valued at:
    - i. 115% of the most recent assessed value by the County Property Tax Assessors, or
    - ii. By fair market value established by private appraisers acceptable to the City. Credit for the dedication of land shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the Impact Fee Administrator.
  - b. Applicants for credit for construction of capital improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the Impact Fee Administrator. The Impact Fee Administrator shall determine credit for construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the impact fee administrator determines that such estimates submitted by the applicant are either unreliable or inaccurate. The Impact Fee Administrator shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or

other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the Impact Fee Administrator before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

- c. Except as provided in subparagraph (d), credit against development impact fees otherwise due will not be provided until:
    - i. The construction is completed and accepted by the City; and
    - ii. A suitable maintenance and warranty bond is received and approved by the Impact Fee Administrator, when applicable.
  - d. Credit may be provided before completion of specified improvements if adequate assurances are given by the applicant that the standards set out above will be met and if the applicant posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit, cash or escrow agreement shall be posted with and approved by the Impact Fee Administrator in an amount determined by the Impact Fee Administrator. If the construction project will not be constructed within one (1) year of the acceptance of the offer by the Impact Fee Administrator, the amount of the security shall be increased by ten percent (10%) compounded, for each year of the life of the security.
2. An applicant may apply for credit against park and recreation development impact fees otherwise due for private park and/or recreation facilities. In no circumstance shall credit for private park and/or recreation facilities exceed 50% of the park and recreation development impact fees otherwise due. An applicant requesting credit must show that:
- a. The private park and/or recreation facility for which credit is sought serves a public recreational need;
  - b. The private park and/or recreation facility for which credit is sought is consistent with the park and recreation capital improvement elements of the City of Hoschton's Comprehensive Plan, and
  - c. The request complies with the security provisions set forth in (B)(1)(c) of this section.
3. Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.
4. Credits shall not be transferable from one project or development to another unless so

provided in a development impact fee credit agreement.

**Section 14. Appeals.**

- A. Any applicant or fee payor aggrieved by a decision of the Impact Fee Administrator made pursuant to this ordinance shall have the right to appeal to the Hoschton City Council. Prior to any such appeal the aggrieved applicant or fee payor shall file a request for reconsideration with the Impact Fee Administrator who shall act upon such request within fifteen (15) days.
- B. All appeals shall be taken within fifteen (15) days of the Impact Fee Administrator's decision on the request for reconsideration by filing with the Impact Fee Administrator a notice of appeal specifying the grounds therefore. The Impact Fee Administrator shall forthwith transmit to the City Council all papers constituting the record upon which the action appealed from is taken. The City Council shall thereafter establish a reasonable date and time for a hearing on the appeal, give due notice thereof, and decide the same within a reasonable period of time following the hearing. Any applicant or fee payor taking an appeal shall have the right to appear at the hearing, to present evidence and may be represented by counsel.
- C. An applicant may pay a Development Impact Fee under protest to obtain a building permit, and by making such payment, shall not be estopped from:
  - 1. Exercising the right of appeal provided for in this section or
  - 2. Receiving a refund of any amount deemed to have been illegally collected.

**Section 15. Review of fee schedule.**

The fee schedule contained in Section 7 (A) should be reviewed by the City Council at least once every two years.

**Section 16. Penalty provision.**

A violation of this ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted and upon conviction the violator shall be punishable according to law; however, in addition to or in lieu of any prosecution the City of Hoschton shall have the power to sue in civil court to enforce the provisions of this ordinance.

**Section 17. Severability.**

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.



**Section 18. Repealer.**

Any ordinances covering the subject matter contained in this ordinance are hereby repealed, and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

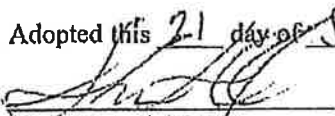
**Section 19. Codification.**

This ordinance may be codified as part of the Code of Ordinances of the City of Hoschton and may be reorganized or renumbered to effectuate that intent.

**Section 20. Effective date.**

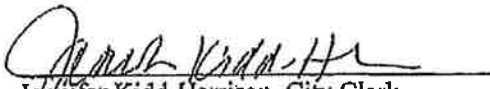
The effective date of this ordinance shall be upon final approval by the Mayor of the City of Hoschton pursuant to Section 2.14(b) of the City Charter.

Adopted this 21 day of September, 2020.


  
Shannon Sell, Mayor

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

ATTEST:

  
Jennifer Kidd-Harrison, City Clerk

APPROVED AS TO FORM

  
Abbott S. Hayes, Jr., City Attorney




RESOLUTION 2022- 16

SETTLEMENT OF LITIGATION WITH KOLTER ENTITIES

WHEREAS, the City of Hoschton ("City") wishes to settle all issues with Kolter related entities, as set forth in the attached Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City hereby approves the attached Settlement Agreement and hereby authorizes the Mayor, the City Manager and City Attorney to sign such documents as necessary to effectuate the terms of said Settlement Agreement.

Adopted this 15<sup>th</sup> day of August, 2022.

  
Lauren O'Leary, Mayor

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


ATTEST:  
  
Jennifer Kidd-Harrison, City Clerk



EXHIBIT "C"

### **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 between Kolter Acquisitions LLC, KH Twin Lakes LLC, KH Twin Lakes II LLC, and KLP Twin Lakes LLC (collectively, "Kolter") and the City of Hoschton, Georgia (the "City"). (Kolter and the City collectively may be referred to as the "Parties").

### **RECITALS**

**WHEREAS**, Kolter filed a lawsuit in the Superior Court of Jackson County, Civil Action File No. 20CV0776 (the "Lawsuit"), against the City of Hoschton Mayor and City Council, Shannon Sell, Shantwon Astin, Tracy Carswell, James Lawson, Adam Ledbetter, Gary Fesperman, and Jerry Weitz regarding the City's impact fee ordinance;

**WHEREAS**, Kolter and the City conducted extensive discovery during the course of the Lawsuit, including the cross-examination of numerous witnesses and the production of voluminous documents;

**WHEREAS**, as a result of testimony and information shared during discovery, Kolter provided information to support a modification of the City's impact fee ordinance;

**WHEREAS**, Kolter and representatives of the City participated in mediation on June 29, 2022 in an effort to resolve the Lawsuit; and

**WHEREAS**, Kolter and the City now wish to enter into this Agreement concerning the Lawsuit, the City's impact fee ordinance, and other claims asserted by Kolter against the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and consideration identified herein and other good and valuable consideration exchanged, the receipt and sufficiency of which are acknowledged, Kolter and the City, intending to be legally bound, hereby agree as follows:

1. Obligations of Kolter. Kolter will agree to dismiss the Lawsuit with prejudice and will agree to forgo any claims it has or could have had regarding any permit fees imposed by the City prior to the execution of this Settlement Agreement, if the City fulfills all of its obligations contained in the section titled "Obligations of the City" and amends the City of Hoschton Impact Fee Ordinance (City of Hoschton Ordinance No. O-20-06) (hereafter, "impact fee ordinance") in the manner described below in Section 2, Table A. Kolter acknowledges that the City can only obligate itself by majority vote of its governing body in an open meeting. If, however, the City does not amend its impact fee ordinance as shown in Table A and fulfill the other obligations in Section 2, below, then neither the City nor Kolter will have obligations to the other arising from this Agreement.

2. Obligations of the City. The City agrees to consider amending its impact fee ordinance as shown in Table A herein:

**Table A:**  
**Residential Development Impact Fee Schedule**  
(per dwelling unit)

RESIDENTIAL	Park/Open Space Impact Fee (\$)	Police Impact Fee (\$)	Fire Impact Fee (\$)	Admin Fee (3%) (\$)	Total Impact Fees (\$)
Per dwelling unit (other than dwelling units that are in age-restricted subdivisions and townhome dwelling units)	\$935.59	\$791.96	\$0.00	\$51.83	\$1,779.38
Per dwelling unit in age-restricted subdivisions	\$701.73	\$657.33	\$0.00	\$40.77	\$1,399.83
Per townhome dwelling unit	\$776.54	\$657.33	\$0.00	\$43.02	\$1,476.89

The City further agrees to pay KH Twin Lakes LLC the sum of \$296,150.00 from previously paid Fire Impact Fees no later than 30 days following final approval by the City of its

amendment to the Impact Fee Ordinance and any necessary approvals by the State. The City shall diligently pursue such approvals. The City shall not refund any other prior Impact Fees paid except as provided in this paragraph, except that the City shall refund the difference between the amount actually paid on or after July 1, 2022 and the amount contained in Table A, above.

3. This Agreement shall be governed by the substantive and procedural laws of the State of Georgia. Any suit brought to enforce any provision of this Agreement must be brought in Jackson County Superior Court.

4. This Agreement sets forth the entire agreement among the Parties and all previous discussions, understandings, and agreements with respect to the matters included in this Agreement are merged herein. This Agreement may not be changed orally, but only in writing, signed by the Parties hereto, and shall be binding upon and inure to the benefit of the Parties, their respective heirs, successors, assigns, affiliates, legal representatives, officers, employees, agents, contractors, attorneys and insurers.

5. In entering into this Agreement, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their choice, that the terms of this Agreement have been completely read and explained by their attorneys, and that those terms are fully understood and voluntarily accepted.

6. Each of the Parties and each of the undersigned individuals hereby warrant to the other Parties that the undersigned have the authority to execute this Agreement and to bind the respective Parties to this Agreement.

7. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid, such provision shall be ineffective only to the extent of such

prohibition of invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or any other provision of this Agreement.

8. Time is of the essence of this Agreement.

9. No failure of any party hereto to exercise any power given hereunder or to insist upon strict compliance with the terms hereof and no custom or practice at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

10. Any notice or communication required or permitted in accord with the terms hereof shall be sufficiently given if delivered in person, by nationally recognized overnight delivery service, or by certified mail, return receipt requested, to the address listed herein or to such other address as a party may furnish in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed as received.

Kolter:

105 NE 1st Street, Delray Beach, FL, 33444

City of Hoschton:

Mayor and City Council of Hoschton

ATTN: Mayor

79 City Square, Hoschton, Georgia 30548

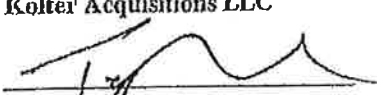
11. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude nor waive the right to use any or all other remedies. Said right and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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

Mayor, City Manager, and City Attorney of the City are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement.

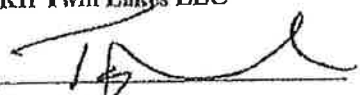
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names and caused their respective seals to be hereunto affixed, all as of the day first above written.

**Kolter Acquisitions LLC**

  
Tony Adams  
Regional Vice President  
Kolter Homes LLC

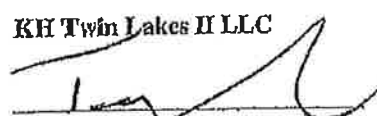
Date: 8/15/22

**KH Twin Lakes LLC**

  
Tony Adams  
Regional Vice President  
Kolter Homes LLC

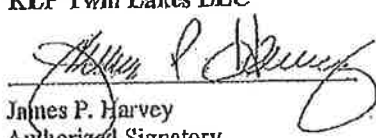
Date: 8/15/22

**KH Twin Lakes II LLC**

  
Tony Adams  
Regional Vice President  
Kolter Homes LLC

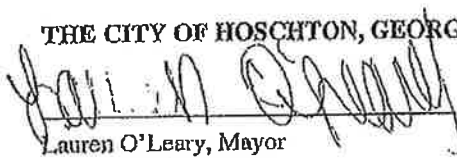
Date: 8/15/22

**KLP Twin Lakes LLC**

  
James P. Harvey  
Authorized Signatory  
Kolter Land LLC

Date: 8-11-2022


**THE CITY OF HOSCHTON, GEORGIA**

  
Lauren O'Leary, Mayor

Date: 8-15-22

Attest:   
Jennifer Kidd Harrison, City Clerk

Approved as to form

  
Abbott S. Hayes, Jr., City Attorney





## INVOICE

**Date:**

**Invoice# 8564**

**Sold To:** West Jackson Fire Department  
69 West Jackson Road  
Braselton GA 30517

**Dealer:** Tactical Fire

*This invoice represents the amount due for the Fire Apparatus described below.*

<b>Type of Apparatus:</b>	Prepay
<b>Chassis Make, Model, (and Year):</b>	N/A
<b>Engine Make &amp; Model:</b>	N/A
<b>VIN#</b>	N/A
<b>TID#</b>	N/A

### INVOICE AMOUNT:

Prepayment Due Upon Signing of Contract

**\$ 883,382.96**

**Thank you for your business!**

**EXHIBIT**

"D"

104 Grapple Avenue Breda, IA 51476 P 712 673 2320 F 712 673 2200 [www.toyne.com](http://www.toyne.com)

*Built to take the call™*

WEST JACKSON FIRE DISTRICT  
OPERATING ACCOUNT  
PO BOX 398  
HOSCHTON, GA 30548

6081

64 129/611

6/10/2025

Date

CHECK AMOUNT

Pay to the  
Order of

Toyne

\$883,382.96

eight hundred eighty three thousand three  
hundred eighty two dollars 96/100

Dollars



Photo  
safe  
deposit  
box



For

Repair

*[Signature]*

⑆061101294⑆ 100091313⑆ 6081

ISN# 002008181386

Date 6/23/2025

PAY TO THE ORDER OF  
IOWA SAVINGS BANK  
CARROLL, IOWA  
073906092  
FOR DEPOSIT ONLY  
TOYNE, INC.  
7103245



# WEST JACKSON FIRE DEPARTMENT

Station 1 69 West Jackson Rd, Braselton, GA 30517

Station 2 1875 Ednaville Rd, Braselton GA 30517

706-654-2500 Office



July 30, 2025

To: Jennifer Harrison, City Manager, City of Hoschton  
From: Ben Stephens, Fire Chief  
Ref: Impact Fee monies and Engine 34

Greetings,

The Fire Board approved the purchase of a new Fire Engine at their June 2025 meeting and the attached Invoice is the prepayment made for that truck. The truck is intended to be used at a future Station 4 that will be located in the City of Hoschton, and in the meantime will be assigned to Station 1, which is also located in the City of Hoschton. The current delivery date is approximately 2 years based upon construction timelines of the Fire Apparatus Industry.

Best Regards,

Chief Ben Stephens  
West Jackson Fire Department  
706-654-2500 X 105 Office  
943-212-1359 Mobile  
bstephens@wjfd.org  
[www.wjfd.org](http://www.wjfd.org)

**Fortis Fortuna Adiuvat**



EXHIBIT

"E"

**AN AGREEMENT**  
**BETWEEN THE CITY OF HOSCHTON, GEORGIA**  
**and**  
**REVOLUTION PLANNING SERVICES, LLC**  
**for**  
**ZONING ADMINISTRATION AND CURRENT PLANNING SERVICES**

**THIS AGREEMENT**, entered into this 11th day of August 2025 (hereinafter referred to as the "effective date" of this Agreement), by and between **CITY OF HOSCHTON, GEORGIA**, (hereinafter referred to as "the City"), acting through its duly elected Mayor and City Manager, and **REVOLUTION PLANNING SERVICES, LLC** a (hereinafter referred to as "the Consultant"), a Georgia LLC operating at 4322 Lansmoore Xing, Suwanee, Georgia, 30024.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the City and the Consultant agree as follows:

**SECTION 1 — CONSULTANT'S SERVICES**

**1.1 Retention of Consultant**

The City retains the Consultant and the Consultant accepts retention by the City to render the services as hereinafter defined and required, and to perform such services in accordance with the Scope of Services described herein and as may be amended or extended in writing by mutual agreement of the parties.

**1.2 Retention of Subconsultants**

The Consultant may retain, at the Consultant's sole expense, through subcontract another firm or firms as appropriate and necessary to fully execute the services included in this Agreement. The Consultant shall act as Project Manager and shall be responsible for the completion of all services in a timely and acceptable manner. Any such subconsultant shall be subject to the same provisions as contained in this Agreement between the Consultant and the City. The consultant is authorized to hire a junior and/or senior planner to assist with research or plan review if workload dictates. However, Consultant does not intend and will not be authorized to substitute another professional person for the Project Manager's on-site time in Hoschton unless the city grants written permission.

**1.3 Scope of Services**

Upon approval and execution of this agreement by all parties, the Consultant shall commence such activities as required and appropriate under the Scope of Services, attached hereto and incorporated herein as Attachment A, and shall professionally and faithfully perform said duties and activities in the completion of the services described in Attachment A. The scope of services, as more fully described in Attachment A, is to provide zoning administration and development plan reviews and other current planning services.

#### **1.4 Time of Performance**

The Consultant shall undertake the activities described under the Scope of Services, attached hereto and incorporated herein as Attachment A, with all due diligence and speed as set forth in Attachment A. The time frame for performance shall be starting the date this agreement is signed, and this agreement shall be valid until January 1, 2027. This agreement may be extended.

#### **1.5 City Responsibilities**

The City should supply to the Consultant a workstation, and internet and photocopier access for performance of the work described in the scope of services. The City shall supply or provide access by the Consultant to such records and information as may be needed and reasonably available for the completion of the Consultant's services. The City may provide records retention and server space on the city's server for work products prepared by the Consultant for the city. The City shall designate a supervisor to work with the Consultant who unless otherwise specified by the City shall be the City Manager. The city is also expected to provide certain administrative support for the services provided by the Consultant, including but not limited to assistance in preparing agendas for public meetings and the collection of application fees.

#### **1.6 City's Immunity**

Nothing contained in this agreement shall be construed to be a waiver of the sovereign immunity of the City, or of any individual's official immunity or qualified good faith immunity.

### **SECTION 2 — COMPENSATION**

#### **2.1 Consultant's Fee**

The services to be provided by the Consultant in accordance with the Scope of Services, attached hereto and incorporated herein as Attachment A, shall be billed on an hourly basis according to the schedule below. Monthly progress invoices shall be submitted by the Consultant on the basis of the work performed during the preceding month. Invoices will be due upon receipt by the City and payable within 15 calendar days, subject to approval that such work has been performed. Such approval shall not be unreasonably withheld or delayed. There will be no mileage compensation requested or authorized under this part of the arrangement.

Hourly Rates:

Richard Atkinson, Principal and Project Manager: \$135.00 per hour.

Senior Planner: \$135.00 per hour.

Junior Planner: \$100.00 per hour.

## **2.2 Additional Services**

Additional services may be performed by the Consultant upon the specific request of the City. Payment for such services shall be made on the basis of the hours expended by the Consultant times the standard hourly rates of the individuals involved, according to hourly rates shown in Section 2.1 of this agreement or as mutually agreeable to the City and the Consultant, plus the actual cost of expenses associated with said additional services and travel at .70¢ per mile. If proposed to be different from those specified in this agreement, hourly rates for the individuals to be involved will be submitted to the City in writing upon request for additional services but prior to commencement of any work under the request. These additional services must be approved by the City's designated Project Manager before any work may proceed.

## **2.3 Renegotiations**

If any action is taken or request made by the City that materially increases the cost to the Consultant of providing the services required under this agreement, the City and the Consultant agree to negotiate in good faith the amount of additional compensation that will be paid by the City as a result of said increase in cost.

## **2.4 City's Right of Inspection**

At all reasonable times, for the purpose of review, the City shall have access to the pertinent offices, books, records, and costs incurred for services performed by the Consultant under this Agreement.

# **SECTION 3 — TERMINATION**

## **3.1 Termination for Convenience**

The City or the Consultant may terminate this agreement at any time for any reason by giving written notice thirty (30) days in advance to the other party of the intention to terminate the agreement. Following receipt of said notice of termination, the Consultant shall be compensated by the City for those services accomplished up to and including the date of receipt of said notice of termination and for such other services provided by mutual consent between the City and the Consultant from the date of receipt of the notice of termination to the effective date of said termination. All work products completed as of the date of notice of termination, and all work products completed between the date of receipt of the notice of termination to the effective date of said termination, shall be delivered to the City.

# **SECTION 4 — MISCELLANEOUS PROVISIONS**

## **4.1 Independent Consultant**

Nothing contained herein shall be deemed to create a relationship other than that of independent consultant between the City and the Consultant. Under no circumstances shall the Consultant, its principals, employees, associates, subcontractors, successors or assigns be deemed employees, agents, partners, successors, assigns, or legal representatives of the City except as specifically required herein.

#### **4.2 Conflict of Interest and Professional Ethics**

The Consultant represents and warrants that it presently has no other interest, direct or indirect, and covenants and agrees that it will not, during the term of this agreement, acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Consultant hereby discloses prior professional work for Jackson County, Georgia, Government, as well as current work for the the Cities of Jefferson and Arcade, in Jackson County, Georgia.

#### **4.3 Notice**

All notices or other communications required to be given between the parties under this agreement shall be in writing and shall have been duly given when delivered personally in hand, or upon delivery by mail or other carrier or delivery service, to the City and the Consultant.

Consultant	City
Richard Atkinson, President	City Manager
Revolution Planning Services, LLC	City of Hoschton
4322 Lansmoore Xing	79 City Square
Suwanee, Georgia 30024	Hoschton, Georgia 30548

#### **4.4 Entire Agreement**

This agreement, along with any attachments incorporated herein by reference, constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements oral or otherwise that have been made in connection therewith. No modification or amendment to this agreement shall be binding upon the parties unless it is in writing and executed by the duly authorized representatives of the City and the Consultant.

#### **4.6 Governing Law**

This agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia.

**IN WITNESS HEREOF**, the parties hereto have set their hands and seals.

*Richard Atkinson*

---

RICHARD ATKINSON, PRESIDENT

## **ATTACHMENT A SCOPE OF SERVICES**

The consultant will work directly with the City Manager, Building Inspector, and other city staff and elected officials to complete all necessary services related to zoning administration, subdivision administration, development review (excluding civil engineering), and land use regulatory ordinance amendments for the City of Hoschton.

1. **Development and zoning administration forms, processes, and guides.** Update as needed forms for rezoning, variances, development permits, home occupations, sign permits, building permits, administrative variances, letters of zoning confirmation, responses to open records requests, and any other applications for land use, development, and building approval.
2. **Correspondence with public.** For on-site services, Consultant will schedule and meet with applicants, field walk-in visitations regarding zoning and development matters, and answer requests for information by phone and internet (e-mail). The city staff will be authorized to make appointments for Consultant in Hoschton city offices on dates Consultant will be present. Consultant agrees to monitor e-mail inquiries about work matters from outside the office as well, if remote access is provided, and if such access is provided Consultant will ensure responses to such inquiries within 72 hours.
3. **Rezoning, annexation, conditional use, and variance applications.** Consultant will prepare staff reports with findings and a recommendation for the City Council with regard to annexations, rezonings, and variance and conditional use applications.
4. **Development impact fees.** Serve in role as development impact fee administrator or assist city staff in such role.
5. **Comprehensive plan.** Prepare annual update of the comprehensive plan including capital improvements element for impact fees. Prepare or participate in preparation of a five-year update of the comprehensive plan due in 2024.
6. **Public hearing and meetings.** Subject to availability, Consultant agrees to attend city work sessions and voting sessions, when annexation, rezoning, subdivision plats, or other planning and zoning-related applications are scheduled for public hearing before them. Consultant may attend other city meetings if required, if available.
7. **Other administrative.** For illustrative purposes consultant will: prepare letters of zoning compliance, issue administrative variances, etc. The consultant may write letters on city letterhead but is not an employee of the City. All work described in this scope includes some limited field work with regard to inspections, which will normally be done when accompanied by the building inspector.
8. **Development plan and development review.** Consultant will review development permit applications and corresponding plans for compliance with zoning and other



requirements of the City's regulations, as assigned. This review does not include civil engineering and soil erosion review. The city will separately retain/ arrange for civil engineering services needed for development plan review. This review does not include building inspections and building or technical (plumbing, electrical, HVAC, etc.) code compliance.

- 9. Subdivision plats.** Consultant will review all proposed subdivision plats, as assigned, and make recommendations for approval or disapproval and act on administrative platting decisions. This review does not include civil engineering and soil erosion reviews, which are not included in this scope. This includes authority to sign subdivision plats on behalf of the city for purposes of authorizing recording in the plat books of Jackson County records.
- 10. Website.** Consultant may provide content for changes to the city of Hoschton's website as it relates to development information (e.g., revision of standard forms and descriptions of processes such as annexation). This does not include website services but rather, provision of material for a webmaster to post.
- 11. Supervision.** The consultant will work quasi-independently but under the supervision of the City Manager. No final determinations of importance (i.e., administrative decisions on formal applications, except subdivision plats and sign permits) will be made independently by the Consultant without consent of the supervisor.
- 12. Work Schedule.** Consultant's project manager will typically work in person in the office of the City of Hoschton four hours or more per week. Regular hours will be scheduled which unless otherwise arranged will be on Tuesday and/or Wednesday afternoon (this may change with holidays or other scheduling requirements of the city and/or consultant); Consultant may work more hours or schedule more onsite time if workload dictates, and if authorized. In addition, Consultant's project manager will typically attend City Council work sessions and regular meetings. As needed Consultant may assign a junior or senior planner to work onsite as appropriate.
- 13. E-mail correspondence.** Correspondence will typically be made via the city's e-mail address provided for use by the consultant but may also be provided via the consultant's own e-mail address.
- 14. Remote time.** Time spent on the scope of services outside the office (off-site) will be limited mostly to correspondence via e-mail (including monitoring of city e-mail remotely) with applicants and city staff but may also include plan review, writing staff reports if not completed during the on-site time, and any additional tasks assigned, such as ordinance amendments.

CITY OF HOSCHTON  
STATE OF GEORGIA

**RESOLUTION 2025-018**

**TRANSMITTAL RESOLUTION**

WHEREAS, the City of Hoschton has prepared an annual update to a Capital Improvements Element; and

WHEREAS, the annual update of the Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements established by the Georgia Department of Community Affairs, and a Public Hearing was held on Date, at Hoschton Community Center, 65 City Square, Hoschton, Georgia 30548;

BE IT THEREFORE RESOLVED, that the Local Government Council does hereby submit the annual update of the Capital Improvements Element and covering the five-year period 2025-2045 to the Northeast Georgia Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

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.

**Adopted this 21st day of August, 2025.**

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Debbie Martin, Mayor

ATTEST:

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City Clerk

# Hoschton Capital Improvements Element

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EXPLANATION AND CHANGES



# Summary

1. What is a Capital Improvements Element?
2. Components of a CIE
3. Changes made



# What is a CIE?

A Capital Improvements Element (CIE) is a component of your comprehensive plan that:

1. Sets out **projected needs** for system improvements
2. **Improvements needed** for these system improvements
3. **A description of anticipated funding sources** for each improvement

A CIE is required for any government that collects **impact fees**, which funds infrastructure improvements needed as your population increases. The CIE lays out how much additional infrastructure the City will need to create as your population increases.

# Components of a CIE

## **CIE Main Document**

*Usually requires amendment to make any change*

Projections and  
Forecasts

Level of Service  
Calculation

## **Annual CIE Update**

*Must be updated annually*

Schedule of  
Improvements

Annual Fiscal Report

# Main CIE - Projections and Forecasts

**Table 1: Projections and Forecasts, 2020-2044**

PROJECTION/FORECAST	2020	2024	2029	2044
Total Housing Units	1,123	2,472	5,794	7,284
Households	1,066	2,472	5,794	7,284
Persons Per Unit	2.70	2.68	2.51	2.54
Household Population	2,878	6,645	14,573	18,543
Group Quarters Population	0	0	0	280
Total Population	2,878	6,645	14,573	18,823
Employment	532	1,000	3,555	4,366
Functional Population (Total Population + Employment)	3,410	7,645	18,128	23,189

Source: Jerry Weitz & Associates, Inc. May 2024

**Table 2: 5-year and 20-year Increases in Population and Functional Population  
2024-2029 and 2024-2044**

PROJECTION/FORECAST	2024 Existing	Net Increase 2024-2029	Net Increase 2024-2044
Housing Units	2,472	3,322	4,812
Population	6,645	7,928	12,178
Employment	1,000	2,555	3,366
Functional Population	7,645	10,483	15,544

Source: Jerry Weitz & Associates, Inc. May 2024

The city's population forecast is used to determine how much system improvements will be needed in the future.

# Main CIE – Level of Service Calculation

<b>Table 5</b> <b>Projection of Park and Open Space Land Demands, 2024-2044</b> <b>(@ Newly Adopted Level of Service Standard of 4.00 acres per 1,000 Residents)</b>			
Type of Land	2024	2029	2044
Total Population (persons)	6,645	14,573	18,823
Existing park and open space land (see inventory, Table 3) (acres)	37.10	--	--
Total park and open space acres (@ LOS standard of 4.00 acres per 1,000 residents) (acres)	26.58	58.29	75.29
Additional park and open space required (@ LOS standard of 4.00 acres per 1,000 residents) (acres)	--	21.19	38.19

Source: Jerry Weitz & Associates, May 2024, Revised July 16, 2024.

<b>Table 8</b> <b>Projection of Police and Court Building Space Demands, 2024-2044</b> <b>(@Level of Service Standard of 0.60 square foot per functional population)</b>			
	2024	2029	2044
Functional population of Hoschton	7,645	18,128	23,189
Total police and court building space (square feet) needed (@ LOS standard of 0.60 square feet per functional population)	4,587	10,877	13,913

Source: Jerry Weitz & Associates, July 16, 2024

Anticipated needs based on:

1. **Population increase**
2. **Existing Inventory, and**
3. **Level of service calculation**

The CIE determines how much additional infrastructure is needed

## 2029 Parks Example:

*(Population \* LOS) – existing parks inventory = Needed Additional Park Land*

$$[(14,573/1,000) * 4] - 37.10 = 21.19$$




# Changes Made

**No substantial changes have been made to the main CIE document, as this usually requires an amendment and a full public input process.**

- The only change made is in the last two sentences of the summary stating what is included in the main CIE document vs. the annual update.

## **Annual CIE Update Changes**

- In the Schedule of Improvements, the year 2025 has been dropped, and the year 2030 has been added.
  - Tiffany has provided a new fiscal report for impact fees collected and expended up to the end of calendar year 2024.
- 

# Annual CIE Update – Schedule of Improvements (Parks and Police)

For each Schedule of Improvement, the current year is dropped (2025), and a new year is added on at the end (2030).



Retained from previous Annual Update



Added in this annual update


Capital Improvement/ Authorized expenditure	2026	2027	2028	2029	2030	Total 2026-2030	Source of Funds	% Eligible for Funding with Impact Fees
Blankenship property acquisition (payments of impact fee funds committed)	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000	\$480,000	Impact Fees	100%
Acquire 22.32 acres of park and open space land (@ \$75,000 per acre)			\$784,625	\$794,625	\$85,000	\$1,674,250	Impact Fees	100%
<b>Total</b>	<b>\$96,000</b>	<b>\$96,000</b>	<b>\$880,625</b>	<b>\$890,625</b>	<b>\$181,000</b>	<b>\$2,154,250</b>		


Capital Improvement/ Authorized Expenditure	2026	2027	2028	2029	2030	Total 2026- 2030	Source of Funds	% Eligible for Funding with Impact Fees
Architecture and engineering @ 15% of cost of building space for 13,913 square feet	\$ 626,085					\$ 626,085	IF; capital funds; SPLOST	Current impact fees held (100%); plus future impact fees (67.03%)
Construct 13,913 square feet of police and court space @ \$300 per square foot				\$4,173,900		\$4,173,900	IF; capital budget; SPLOST	Current impact fees held (100%); plus future impact fees (67.03%)
<b>TOTAL SHOWN</b>	<b>\$ 626,085</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,173,900</b>	<b>\$0</b>	<b>\$4,799,985</b>		

IF = impact fees; SPLOST = special local option sales tax

# Annual CIE Update – Schedule of Improvements (Fire & Rescue)

While Fire & Rescue impact fees are no longer being collected, the City still holds Fire & Rescue impact fees. These must be reported on in the annual update until they have been fully expended. The City is in the process of transferring these fees to the Fire Department, who will use them towards a fire engine purchased this year.

 Retained from previous Annual Update

 Added in this annual update

<b>Table 3</b> <b>Schedule of Improvements, 2025-2030</b> <b>Fire and Rescue Building and Vehicles (Dollars)</b>									
Capital Improvement/Authorized expenditure	2025	2026	2027	2028	2029	2030	Total 2025-2030	Source of Funds	% Eligible for Funding with Impact Fees
Purchase Fire Engine	\$350,000						\$350,000	Impact Fees	100%
TOTAL SHOWN	\$350,000	\$0	\$0	\$0	\$0	\$0	\$350,000		

# Annual CIE Update – Fiscal Report

- Fiscal Report reflect impact fee balance to the end of calendar year 2024.
- Fire & Rescue still included because there is still a positive balance

(1) Public Facility Type	Parks & Recreation	Police	Fire**	Total Administrative Fees	TOTAL
(2) Service Area	CITYWIDE	CITYWIDE	CITYWIDE	CITYWIDE	
(3) Beginning Impact Fee Fund Balance	\$803,425.21	\$971,900.52	\$296,272.70	\$84,026.33	\$2,155,626.76
(4) Impact Fees Collected	\$534,644.74	\$485,428.27	\$0.00	\$54,235.48	\$1,074,308.49
(5) Accrued Interest	\$28,968.21	\$43,391.38	\$10,833.87	\$3,484.79	\$86,670.25
(6) Project Expenditures	(\$635,025.67)	(\$544,250.00)	\$0.00	(\$109,905.69)	(\$1,289,175.67)
(7) Administrative Fee*	\$0.00	\$0.00	\$0.00	(\$25.00)	(\$25.00)
(8) Impact Fee Refunds	(\$1,531.13)	\$0.00	\$0.00	\$0.00	(\$1,531.13)
(9) Ending Impact Fee Fund Balance	\$729,573.36	\$956,470.17	\$307,106.57	\$41,723.60	\$2,034,873.70
(10) Impact Fees Encumbered	0	0	0	0	0

\* Administrative fee column shows \$25.00 fee that was charged by the bank on accident but was out back in the account as on 1.2025

\*\* Although the Fire and Rescue was removed from Hoeshton's Capital Improvement elements in its 2023 update, the City still has impact fee funds that have not been spent. Therefore, these impact fees will be included in this Annual Update until all Fire and Rescue impact fees have been expended.

# City of Hoschton, Georgia 2025 CIE Annual Update

Adopted: Enter Adoption Date

**CREATED BY JERRY WEITZ, JERRY WEITZ & ASSOCIATES, AND THE CITY OF HOSCHTON  
ANNUAL UPDATE BY THE NORTHEAST GEORGIA REGIONAL COMMISSION**

## Park and Open Space Schedule of Improvements

The schedule of improvements for park and open space land is shown in Table 1. It provides for the purchase of 22.32 acres of park and open space land during the next five years to meet the level of service standard of 4.00 acres per 1,000 residents.

**Table 1**  
**Schedule of Improvements, 2026-2030**  
**Park and Open Space Land Impact Fee Program (Dollars)**

Capital Improvement/ Authorized expenditure	2026	2027	2028	2029	2030	Total 2026-2030	Source of Funds	% Eligible for Funding with Impact Fees
Blankenship property acquisition (payments of impact fee funds committed)	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000	\$480,000	Impact Fees	100%
Acquire 22.32 acres of park and open space land (@ \$125,000 per acre)			\$1,324,375	\$1,324,375	\$141,667	\$2,790,417	Impact Fees	100%
<b>Total</b>	<b>\$96,000</b>	<b>\$96,000</b>	<b>\$1,420,375</b>	<b>\$1,420,375</b>	<b>\$237,667</b>	<b>\$3,270,417</b>		

## Police and Municipal Court Schedule of Improvements

The schedule of improvements for police and court facility space is provided in Table 2. Increases in residential population and employment (i.e., the “functional” population) will create the need for a substantial capital improvement (building space) for police and municipal court. The city wants to move all of its current police facility space and municipal court (3,188 square feet) into a new facility and free up the current space at 79 City Square for commercial uses. The city must factor in the replacement of the 3,188 square feet of space now used for police and court but which will no longer be utilized. Hence, the future building improvement must take into account the current deficiency of 1,399 square feet, plus the total existing inventory that will be discontinued (3,188 square feet), for a total of 4,587 square feet. The city is able to utilize all law enforcement impact fees currently held, for the purpose of building new facilities.

**Table 2**  
**Schedule of Improvements, 2026-2030**  
**Police and Municipal Court (Dollars)**

Capital Improvement/ Authorized Expenditure	2026	2027	2028	2029	2030	Total 2026-2030	Source of Funds	% Eligible for Funding with Impact Fees
Architecture and engineering @ 15% of cost of building space for 13,913 square feet	\$ 626,085					\$ 626,085	IF; capital funds, SPLOST	Current impact fees held (100%); plus future impact fees (67.03%)
Construct 13,913 square feet of police and court space (@ \$300 per square feet)				\$ 4,173,900		\$ 4,173,900	IF; capital budget; SPLOST	Current impact fees held (100%); plus future impact fees (67.03%)
<b>TOTAL SHOWN</b>	<b>\$ 626,085</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 4,173,900</b>	<b>\$0</b>	<b>\$ 4,799,985</b>		

IF = Impact fees; SPLOST = special local option sales tax

More than two-thirds of the total cost of the police facility space can be paid for with impact fees, including current impact fee fund balance and future impact fee collections.

## Fire and Rescue Schedule of Improvements

Although the Fire and Rescue was removed from Hoschton's Capital Improvement elements in its 2023 update, the City still has impact fee funds that have not been spent. Therefore, these impact fees will be included in this Annual Update until all Fire and Rescue impact fees have been expended.

The City is in the process of transferring its impact fees to the West Jackson Fire Department, which will use these towards the purchase of a Fire Engine. This expenditure will use all remaining Fire and Rescue impact fee funds.

**Table 3**  
**Schedule of Improvements, 2025-2030**  
**Fire and Rescue Building and Vehicles (Dollars)**

Capital Improvement/Authorized expenditure	2025	2026	2027	2028	2029	2030	Total 2025-2030	Source of Funds	% Eligible for Funding with Impact Fees
Purchase Fire Engine	\$350,000						\$350,000	Impact Fees	100%
<b>TOTAL SHOWN</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>		



**Table 4**  
**Annual Financial Report for Calendar Year 2024**

(1) Public Facility Type	Parks & Recreation	Police	Fire**	Total Administrative Fees	TOTAL
(2) Service Area	CITYWIDE	CITYWIDE	CITYWIDE	CITYWIDE	-----
(3) Beginning Impact Fee Fund Balance	\$803,425.21	\$971,900.52	\$296,272.70	\$84,028.33	\$2,155,626.76
(4) Impact Fees Collected	\$534,644.74	\$485,428.27	\$0.00	\$54,235.48	\$1,074,308.49
(5) Accrued Interest	\$28,960.21	\$43,391.38	\$10,833.87	\$3,484.79	\$86,670.25
(6) Project Expenditures	(\$635,925.67)	(\$544,250.00)	\$0.00	(\$100,000.00)	(\$1,280,175.67)
(7) Administrative Fee*	\$0.00	\$0.00	\$0.00	(\$25.00)	(\$25.00)
(8) Impact Fee Refunds	(\$1,531.13)	\$0.00	\$0.00	\$0.00	(\$1,531.13)
(9) Ending Impact Fee Fund Balance	\$729,573.36	\$956,470.17	\$307,106.57	\$41,723.60	\$2,034,873.70
(10) Impact Fees Encumbered	0	0	0	0	0

\* Administrative fee column shows \$25.00 fee that was charged by the bank on accident but was out back in the account as on 1.2025

\*\* Although the Fire and Rescue was removed from Hoschton's Capital Improvement elements in its 2023 update, the City still has impact fee funds that have not been spent. Therefore, these impact fees will be included in this Annual Update until all Fire and Rescue impact fees have been expended.

# City of Hoschton, Georgia Capital Improvement Element

Originally Adopted: August 31st, 2020

Last Amended: September 17th, 2024

CREATED BY JERRY WEITZ,  
JERRY WEITZ & ASSOCIATES, INC.

\*Prominent Changes to this document would require an amendment with public input.

## Contents

Introduction .....	3
Summary .....	3
Requirements .....	3
Projections, Forecast, and Land Use Assumptions .....	3
Park and Open Space Land .....	5
Service Area .....	5
Inventory .....	5
Existing Level of Service (LOS) and Level of Service Standard .....	5
Assessment and Projection of Demands .....	6
Revised Level of Service Standard .....	7
Law Enforcement (Police and Municipal Court) .....	8
Service Area .....	8
Inventory .....	8
Level of Service (LOS) Measures and Standards .....	8
Assessment and Projection of Demands .....	8
APPENDIX A: SERVICE AREA MAP (CITY LIMITS) .....	11

# Introduction

## Summary

This document is an element of the City of Hoschton's comprehensive plan. It specifies capital improvements for which development impact fees are charged in Hoschton. This capital improvements element (CIE) includes information for parks and open space and public safety (police). This document includes projections, forecast, quantifiable level of service standards for included improvements, and long-term needs. The annually updated Short-Term Work Program of scheduled improvements and annual financial report is included in a separate document.

## Requirements

To support a development impact fee program, the city's comprehensive plan must meet state administrative rules for Capital Improvements Elements (CIEs).<sup>1</sup> The rules, among other things, require that, for each facility included in the development impact fee program, the following must be included: a service area must be established; a quantifiable level of service (LOS) standard must be specified; long-term needs (demands) shall be assessed; and a schedule of improvements identifying projects to be funded with impact fees during the next five years must be submitted and then annually updated after its adoption.

## Projections, Forecast, and Land Use Assumptions

Total population is the sum of household population (i.e., persons living in households) and group quarters population (i.e., persons residing in nursing homes, jails, dormitories, etc.). Hoschton does not currently have any group quarters population. Occupied housing units are the same thing as households.

The city's estimated population (100% decennial census population count) as of April 2020 was 2,666 persons living in 1,038 housing units (977 occupied), for an average household size of 2.73 persons per occupied dwelling unit (Source: U.S. Census Bureau, PL 94-171 data accessible at [www.data.census.gov](http://www.data.census.gov)). All but about 40 of the 1,038 housing units were detached, single-family dwelling units. As of the decennial census, Hoschton did not have any fee simple townhouses or senior apartments. As of April 2020, only an estimated 31 dwelling units had been constructed within the Twin Lakes Planned Unit Development (PUD), which was annexed and zoned in 2018.

Based on review of building permit activity reports, the housing stock in Hoschton has more than doubled since 2020 to an estimated 2,472 units as of April 1, 2024. The increase in housing units has included detached, single-family dwelling units, fee-simple townhouses and age-restricted (senior) attached and non-attached units. Because of the diversification of types of units in Hoschton, the average household size of 2.73 persons per household in 2020 has been reduced slightly to an estimated 2.68 persons per unit as of April 1, 2024. Table 1 provides projections and forecasts for the city, which were updated in May 2024. Table 2 shows increases for the next five years and twenty years.

---

<sup>1</sup> Rules of Georgia Department of Community Affairs, Chapter 110-12-2, Development Impact Fee Compliance Requirements

**Table 1: Projections and Forecasts, 2020-2044**

PROJECTION/FORECAST	2020	2024	2029	2044
Total Housing Units	1,123	2,472	5,794	7,284
Households	1,066	2,472	5,794	7,284
Persons Per Unit	2.70	2.68	2.51	2.54
Household Population	2,878	6,645	14,573	18,543
Group Quarters Population	0	0	0	280
Total Population	2,878	6,645	14,573	18,823
Employment	532	1,000	3,555	4,366
Functional Population (Total Population + Employment)	3,410	7,645	18,128	23,189

Source: Jerry Weitz & Associates, Inc. May 2024

**Table 2: 5-year and 20-year Increases in Population and Functional Population  
2024-2029 and 2024-2044**

PROJECTION/FORECAST	2024 Existing	Net Increase 2024-2029	Net Increase 2024-2044
Housing Units	2,472	3,322	4,812
Population	6,645	7,928	12,178
Employment	1,000	2,555	3,366
Functional Population	7,645	10,483	15,544

Source: Jerry Weitz & Associates, Inc. May 2024

Hoschton's functional population in 2044 is projected to be 23,189 persons, and the residential population in 2044 is projected to be 18,823 persons. Population growth in Hoschton is definitely not expected to be spread uniformly across the 20-year planning period (horizon). Rather, the vast majority of the new housing units in Hoschton will be constructed by 2029, with housing starts weighted proportionally much heavier in the next five years. The projections of housing units and population in Table 1 are based on the assumption that the city will buildout (almost entirely, if not entirely) its residential lands within the city limits during the twenty-year planning horizon (2044). As noted above, the city does not have any nursing homes or other "group quarters" population. The projections of population include the forecast that, later in the planning horizon, Hoschton will become home to one or more institutionalized residential living arrangements such as nursing or congregate care homes, adding 280 persons in group quarters.

Hoschton has a relatively modest economic base, consisting of restaurants, retail trade establishments, services, and institutions and industries. Employment data for transportation analysis zones (TAZs), prepared as a part of the Jackson County Transportation Plan in 2019, were used to prepare initial employment estimates for this CIE. For the 2024 update, the city's consulting planner utilized a buildout analysis of nonresidential lands and estimated employment on the basis of 1 employee per 1,000 square feet of nonresidential space of new nonresidential development. Employment increases are forecasted to also be more heavily weighted during the next five years, rather than being spread evenly over the 20-year planning horizon.

Hoschton's impact fee program includes public safety facilities and services (police). The service population for police is the population plus employment, or in other words, the "functional" population.

As indicated in Table 1, the population is added together with employment to determine the functional population.

## Park and Open Space Land

### Service Area

The service area for park and open space land is the city limits.

### Inventory

Table 3 shows the inventory of park and open space lands within the City of Hoschton as of May 2024. The inventory does not include part of a ballfield that is owned by the Jackson County Board of Education, since the city does not own that portion of the ballfield.

**Table 3: Park and Open Space Land Inventory, May 2024**  
**City of Hoschton**

Parcel No.	Address	Acres	Description
120 003R	374 Cabin Drive	8.73	4 ball fields, 2 tennis courts
119 0022	4727 Hwy 53	4.20	Ball field (part)
H02 056	E. Broad St	0.23	Building and open space
H02 082 (pt.)	79 City Square	0.25	Pavilion and open space
H02 058 (pt.)	Highway 53	0.15	Playground beside Depot
H01 003A	New Street	0.32	Undeveloped/open space
H01 003B	Pendergrass Rd	0.18	Undeveloped/open space
H01 004	Pendergrass Rd	0.22	Undeveloped/open space
H01 005	Oak Street	0.22	Undeveloped/open space
H01 006	67 Oak Street	0.20	Undeveloped/open space
H01 007	Oak Street	0.17	Undeveloped/open space
H01 008	Oak Street	0.09	Undeveloped/open space
H01 009	29 Oak Street	0.22	Undeveloped/open space
H01 00	15 Oak Street	0.16	Undeveloped/open space
H01 048	153 Mulberry Street	4.78*	Undeveloped/open space
H01 050A	Hall Street	1.65	Undeveloped/open space
H01 049	140 Mulberry Street	7.17	Home and lot
120 009A	Mulberry Street	8.16	Undeveloped/open space
		37.10	TOTAL

Source: Jerry Weitz & Associates, Inc., July 2023, updated May 2024.

\* Total tract is 6.78 acres but 2 acres are subtracted for other uses.

### Existing Level of Service (LOS) and Level of Service Standard

Since residents are the users of park and open space lands, the level of service measure and standard for park and open space land is based on the residential population. The city established the following level of service measure in the first CIE in 2020: acres of park and open space land per 1,000 residents.

In the initial CIE, adopted in September 2020, the city adopted a level of service standard for park and open space land of 5.33 acres per 1,000 residents, the same as the existing level of service in 2020.

Since 2020 and the adoption of park and open space impact fees, the city has added significantly to its park land but has also added thousands of new residents. The existing level of service for park and open space land in Hoschton as of May 2024 is 37.10 acres of park and open space land for 6,645 residents, or 5.58 acres per 1,000 resident population. With the city's purchase of additional park and open space land via from the Blankenship family, the city has kept up with rapidly increasing demands attributed to the increased population. As a result, the city has a slight surplus of land as of May 2024, because the existing level of service of 5.58 acre per 1,000 exceeds the adopted level of service standard of 5.33 acres per 1,000. However, the current surplus will be short lived, because of even more intensive population growth projected during the next five years as described further in the next section.

## Assessment and Projection of Demands

Table 4 provides a projection of park and open space land demands based on the projected residential population. The city has a current park and open space land inventory of 37.10 acres as of 2024 (see Table 4 above).

**Table 4**  
**Projection of Park and Open Space Land Demands, 2024-2044**  
**(@ Current Level of Service Standard of 5.33 acres per 1,000 Residents)**

<b>Type of Land</b>	<b>2024</b>	<b>2029</b>	<b>2044</b>
Total Population	6,645	14,573	18,823
Cumulative demand for new park and open space acres (@ LOS standard of 5.33 acres per 1,000 residents)	35.10	77.67	100.32

*Source: Jerry Weitz & Associates, May 2024.*

Looking at the population growth projected during the upcoming five years, at the adopted level of service standard of 5.33 acres of park and open space land per 1,000 residents, the city would have to add another 42.57 acres of park and open space land in just five years, meaning the current inventory would have to more than double in size. That substantial additional demand is based on expected residential development of the "Tribute" planned unit development (annexed and zoned in 2023) and anticipated development of other PUD rezonings for additional dwelling units in 2023. Looking at the entire 20-year planning horizon, Hoschton's park/open space land inventory would have to increase to more than 100 acres (a 200% increase) to meet the currently adopted level of service standard (see Table 3).

There are several reasons why maintaining the adopted level of service standard of 5.33 acres per 1,000 residents is problematic in the future. First, the accelerated pace of development in Hoschton means that the supply of tracts of land inside the city limits that are vacant and available for purchase by the city for park and open space land is dwindling substantially. It appears increasingly unrealistic that the city will be able to purchase land within the city limits to meet the adopted park and open space land standard of 5.33 acres per 1,000 population.<sup>2</sup> The city must spend its park and open space impact fees

<sup>2</sup> The city's rezoning of the Pirkle tract included conditions of approval that require the extensive dedication of open space land at or about the time that property develops. However, due to the change in ownership of the Pirkle tract, future development is expected to change, and development of that tract is not imminent. Because it

within the service area which is the city limits, so purchasing land outside the city with impact fees is not an option.

Secondly, the vast majority of the population growth that is anticipated in Hoschton will occur within planned unit developments, which by definition provide 20 percent or more of the land area as open space. This means that some of the demands for park and open space land are anticipated to be met with open spaces and parks within these new planned unit developments. This is another reason to consider and adopt a reduced level of service standard for park and open space land.

Another factor that positively supports a reduction of level of service standard is that the city currently meets and exceeds the adopted level of service standard for park and open space land. This means it is a most opportune time to change the level of service standard, if necessary, because there is no current “deficiency” of park and open space land that would have to be funded with monies other than impact fees.

## Revised Level of Service Standard

For the reasons provided in the foregoing paragraphs, this Capital Improvements Element includes a formal change in the level of service standard from 5.33 acres per 1,000 population to a lower standard of 4.00 acres per 1,000 population. The city hereby adopts the level of service standard of 4.00 acres per 1,000 for the city’s impact fee program. Even at this newly adopted level of service standard, the city will still have its work cut out for itself, because it is still an extensive amount of land to acquire.

Table 5 shows the demands for park and recreation land and the revised level of service standard of 4.00 acres per 1,000 residential population. Even at this proposed (lower) standard, the city will still have to acquire extensive park and open space lands to maintain the newly adopted standard of 4.00 acres of park and open space land per 1,000 residents. During the next five years, the city will need to add 21.19 additional acres to its current (2024) supply of park and open space land. And during the 20-year planning period (2044), the city will need to add 38.19 acres to its park and open space inventory. See Table 5.

**Table 5**  
**Projection of Park and Open Space Land Demands, 2024-2044**  
**(@ Newly Adopted Level of Service Standard of 4.00 acres per 1,000 Residents)**

<b>Type of Land</b>	<b>2024</b>	<b>2029</b>	<b>2044</b>
Total Population (persons)	6,645	14,573	18,823
Existing park and open space land (see inventory, Table 3) (acres)	37.10	--	--
Total park and open space acres (@ LOS standard of 4.00 acres per 1,000 residents) (acres)	26.58	58.29	75.29
Additional park and open space required (@ LOS standard of 4.00 acres per 1,000 residents) (acres)	--	21.19	38.19

*Source: Jerry Weitz & Associates, May 2024, Revised July 16, 2024.*

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may be years before that tract develops, the city is unable to count on the dedication of additional Open space land from the Pirkle tract that would count toward meeting the currently adopted level of service standard for park and open space land.



## Law Enforcement (Police and Municipal Court)

Hoschton was served exclusively by the Jackson County Sheriff for sworn officer law enforcement functions, but as of August 2021 the city hired a police chief and established its own police force. Jackson County Sheriff's Department still serves backup functions and covers time periods when city police are not working. Since establishment of the police department, the city has added additional personnel.

### Service Area

The service area for law enforcement (police and municipal court) is the city limits of Hoschton.

### Inventory

In 2023, Hoschton opened its new city hall and community center at City Square. The building that used to be city hall (3,188 square feet at 79 City Square) was then devoted exclusively to police and municipal court space. The inventory is shown in Table 7.

**Table 6**  
**Inventory of Law Enforcement Building Space, City of Hoschton, 2024**

Location of Building Space	Total Building Space (Square Feet)
79 City Square (old city hall)	3,188

*Source: City of Hoschton, July 2023*

### Level of Service (LOS) Measures and Standards

Since both residential and nonresidential development are served by law enforcement facilities and services, the level of service measure and standard for police facilities are based on the functional population.

In September 2020, the city adopted a level of service measure for law enforcement (police and courts) of square feet of police building space per functional population. Police vehicles are not included in the impact fee program, because they do not qualify as "capital improvements" (i.e., they do not have a useful life of 10 years or more). In September 2020, the city adopted a level of service standard for law enforcement (police and court) facilities of 0.95 square feet of public safety (police and court) building space per functional population. A change is proposed to the adopted level of service standard, as described later in this plan element. The city hereby adopts a level of service standard of 0.60 square feet of public safety (police and court) building space per functional population.

### Assessment and Projection of Demands

Table 8 provides a projection of police and court (law enforcement) space needed at the currently adopted level of service standard of 0.95 square feet of police and court space per 1,000 functional population.

**Table 7**  
**Projection of Police and Court Building Space Demands, 2024-2044**  
**(@ Current Level of Service Standard of 0.95 square foot per functional population)**

	<b>2024</b>	<b>2029</b>	<b>2044</b>
Functional population of Hoschton	7,645	18,128	23,189
Total police and court building space (square feet) needed (@ LOS standard of 0.95 square feet per functional population)	7,262	17,221	22,029

*Source: Jerry Weitz & Associates, May 2024*

With a current inventory of 3,188 square feet, the city is currently far short of meeting the current demand for police facility space. There is a current deficiency of 4,074 square feet of law enforcement space that must be reconciled (paid for and provided) by the city within a reasonable period of time without using impact fees (except for those fees that have already been collected and have not been expended). In other words, except for current police facility impact fee balance of funds, the 4,074 square feet of additional space needed is attributed to the existing functional population and cannot be funded with impact fees from new development. That point is factored into the schedule of improvements below.

By 2029, at the adopted level of service standard, the city would need 17,221 square feet of police and court space to serve the projected functional population, plus it would ultimately want to plan for the replacement of existing space (3,188 square feet) as a result of relocation of police facilities to a new building. That would mean the city would need to plan for 20,409 square feet of facility space by 2029 25,217 square feet of police/court space by the year 2044.

As of July 2024, the city is engaged in a 10-year study projecting various city government needs. As a part of that effort, additional information has been acquired and reviewed by city administration and the police chief. As a result of discussions, it was recommended to City Council that the level of service standard for police (law enforcement, including court space) be reduced from 0.95 square feet per functional population to 0.60 square feet. That change is recommended based on the following rationale.

When the level of service standard of 0.95 per functional population was established, the city did not have an operational police force. The standard adopted was significantly higher than a standard of 0.60 that was initially recommended by the consulting planner (impact fee consultant). With establishment of a police force and the hiring of a police chief, better information is available on the necessary scope of the city's police department. Further, the 10-year study (in progress) has helped administration determine the number of future police officers needed and, hence, a better estimate of building space needs. The city does not need as much space as called for in the level of service standard based on this new information.

Table 9 provides a projection of police and court (law enforcement) space needed at the revised level of service standard of 0.60 square feet of police and court space per 1,000 functional population.

**Table 8**  
**Projection of Police and Court Building Space Demands, 2024-2044**  
**(@Level of Service Standard of 0.60 square foot per functional population)**

	<b>2024</b>	<b>2029</b>	<b>2044</b>
Functional population of Hoschton	7,645	18,128	23,189
Total police and court building space (square feet) needed (@ LOS standard of 0.60 square feet per functional population	4,587	10,877	13,913

*Source: Jerry Weitz & Associates, July 16, 2024*

## APPENDIX A: SERVICE AREA MAP (CITY LIMITS)



**City Limits of Hoschton (Service Area)**  
Source: Jackson County Q Public

# City of Hoschton, Georgia 2025 CIE Annual Update

Adopted: Enter Adoption Date

CREATED BY JERRY WEITZ, JERRY WEITZ & ASSOCIATES, AND THE CITY OF HOSCHTON  
ANNUAL UPDATE BY THE NORTHEAST GEORGIA REGIONAL COMMISSION

## Park and Open Space Schedule of Improvements

The schedule of improvements for park and open space land is shown in Table 1. It provides for the purchase of 22.32 acres of park and open space land during the next five years to meet the level of service standard of 4.00 acres per 1,000 residents.

Table 1  
Schedule of Improvements, 2026-2030  
Park and Open Space Land Impact Fee Program (Dollars)

Capital Improvement/ Authorized expenditure	2026	2027	2028	2029	2030	Total 2026-2030	Source of Funds	% Eligible for Funding with Impact Fees
Blankenship property acquisition (payments of impact fee funds committed)	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000	\$480,000	Impact Fees	100%
Acquire 22.32 acres of park and open space land (@ \$125,000 per acre)			\$1,324,375	\$1,324,375	\$141,667	\$2,790,417	Impact Fees	100%
Total	\$96,000	\$96,000	\$1,420,375	\$1,420,375	\$237,667	\$3,270,417		

## Police and Municipal Court Schedule of Improvements

The schedule of improvements for police and court facility space is provided in Table 2. Increases in residential population and employment (i.e., the “functional” population) will create the need for a substantial capital improvement (building space) for police and municipal court. The city wants to move all of its current police facility space and municipal court (3,188 square feet) into a new facility and free up the current space at 79 City Square for commercial uses. The city must factor in the replacement of the 3,188 square feet of space now used for police and court but which will no longer be utilized. Hence, the future building improvement must take into account the current deficiency of 1,399 square feet, plus the total existing inventory that will be discontinued (3,188 square feet), for a total of 4,587 square feet. The city is able to utilize all law enforcement impact fees currently held, for the purpose of building new facilities.

**Table 2**  
**Schedule of Improvements, 2026-2030**  
**Police and Municipal Court (Dollars)**

Capital Improvement/ Authorized Expenditure	2026	2027	2028	2029	2030	Total 2026-2030	Source of Funds	% Eligible for Funding with Impact Fees
Architecture and engineering @ 15% of cost of building space for 13,913 square feet	\$626,085					\$626,085	IF; capital funds, SPLOST	Current impact fees held (100%); plus future impact fees (67.03%)
Construct 13,913 square feet of police and court space (@ \$300 per square feet)				\$4,173,900		\$4,173,900	IF; capital budget; SPLOST	Current impact fees held (100%); plus future impact fees (67.03%)
<b>TOTAL SHOWN</b>	<b>\$ 626,085</b>	<b>\$0</b>	<b>\$0</b>	<b>\$ 4,173,900</b>	<b>\$0</b>	<b>\$ 4,799,985</b>		

IF = Impact fees; SPLOST = special local option sales tax

More than two-thirds of the total cost of the police facility space can be paid for with impact fees, including current impact fee fund balance and future impact fee collections.

## Fire and Rescue Schedule of Improvements

Although the Fire and Rescue was removed from Hoschton's Capital Improvement elements in its 2023 update, the City still has impact fee funds that have not been spent. Therefore, these impact fees will be included in this Annual Update until all Fire and Rescue impact fees have been expended.

The City is in the process of transferring its impact fees to the West Jackson Fire Department, which will use these towards the purchase of a Fire Engine. This expenditure will use all remaining Fire and Rescue impact fee funds.

**Table 3**  
**Schedule of Improvements, 2025-2030**  
**Fire and Rescue Building and Vehicles (Dollars)**

Capital Improvement/Authorized expenditure	2025	2026	2027	2028	2029	2030	Total 2025-2030	Source of Funds	% Eligible for Funding with Impact Fees
Purchase Fire Engine	\$350,000						\$350,000	Impact Fees	100%
<b>TOTAL SHOWN</b>	<b>\$350,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$350,000</b>		

Table 4  
Annual Financial Report for Calendar Year 2024

(1) Public Facility Type	Parks & Recreation	Police	Fire**	Total Administrative Fees	TOTAL
(2) Service Area	CITYWIDE	CITYWIDE	CITYWIDE	CITYWIDE	-----
(3) Beginning Impact Fee Fund Balance	\$803,425.21	\$971,900.52	\$296,272.70	\$84,028.33	\$2,155,626.76
(4) Impact Fees Collected	\$534,644.74	\$485,428.27	\$0.00	\$54,235.48	\$1,074,308.49
(5) Accrued Interest	\$28,960.21	\$43,391.38	\$10,833.87	\$3,484.79	\$86,670.25
(6) Project Expenditures	(\$635,925.67)	(\$544,250.00)	\$0.00	(\$100,000.00)	(\$1,280,175.67)
(7) Administrative Fee*	\$0.00	\$0.00	\$0.00	(\$25.00)	(\$25.00)
(8) Impact Fee Refunds	(\$1,531.13)	\$0.00	\$0.00	\$0.00	(\$1,531.13)
(9) Ending Impact Fee Fund Balance	\$729,573.36	\$956,470.17	\$307,106.57	\$41,723.60	\$2,034,873.70
(10) Impact Fees Encumbered	0	0	0	0	0

\* Administrative fee column shows \$25.00 fee that was charged by the bank on accident but was put back in the account as on 1.2025

\*\* Although the Fire and Rescue was removed from Hoschton's Capital Improvement elements in its 2023 update, the City still has impact fee funds that have not been spent. Therefore, these impact fees will be included in this Annual Update until all Fire and Rescue impact fees have been expended.