

CITY OF HOSCHTON
DOWNTOWN DEVELOPMENT AUTHORITY
WEDNESDAY, JULY 2, 2026 AT 9:00AM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



AGENDA

Call to Order

Agenda Approval

Approval of Minutes

June 4, 2026 – Minutes

Business Items:

1. Intergovernmental Agreement with the City of Hoschton – adding 4162 Hwy 53, Suite 120
2. Lease Agreement with Juke n Jive – 4162 Hwy 53, Suite 120
3. 29 Broad St. “The Garage” update
4. Hoschton Beautification Project
5. Back to School Bash update
6. Farmers & Art Market update
7. 2026-2027 Projects

Upcoming Dates for DDA Board:

Next Meeting: Thursday, July 2nd, 9am

Upcoming Events:

Hoschton Farmers and Art Market: Saturday, July 11th, 12-5pm, Meek Realty

Back to School Bash: Friday, July 17th, 6-8pm, Hoschton Community Center

Movie on the Lawn: July 24th, 6:30pm, Meek Realty

Citizen Input

Executive Session (if needed)

Adjourn

CITY OF HOSCHTON
DOWNTOWN DEVELOPMENT AUTHORITY
WEDNESDAY, JUNE 4, 2026 AT 9:00AM
HOSCHTON COMMUNITY CENTER
65 CITY SQUARE, HOSCHTON



MINUTES

Call to Order Meeting called to order by Chair Jessica Martin at 9 am

Agenda Approval Jessica Martin made a motion for agenda approval. 2nd by Cona Durham, All in favor.

Approval of Minutes – May 2026

Michell Clark made a motion to approve May 2026 minutes, 2nd by Clay Meek, All in favor

Business Items:

29 Broad St. “The Garage” update - have potential buyer update in more detail within the next couple months. This item is still in the executive process.

Open Board Seat Applications - Still looking for the best fit for this seat. Board is looking for someone with financial or banking experience.

Metal Archway “The Back Porch” update - Metal archway was to be installed already but issues came up with 811 (Call before you dig). New install date 6/11.

Hoschton Beautification Project - Board looked through 3 quotes. Cameron from Georgia Professional Landscape Group was present at the meeting for clarification and questions from the board. Board discussed his quote. This quote presented the most product with the best price coming well under budget for this project. Jessica Martin made a motion to approve Georgia Professional Landscape Group for the Job and was 2nd by Clay Meeks, All in favor.

Back to School Bash update - All items have been donated. Will need volunteers to help with this event.

Farmers & Art Market update - These events are going great. Board talked about how to get the Heritage Art Council and other ART related community members to participate in these events.

Upcoming Dates for DDA Board:

Next Meeting: Thursday, July 2nd, 9am

Upcoming Events:

Hoschton Farmers and Art Market: Saturday, June 13th, 12-5pm

Petting Zoo: Saturday, June 6th, 12-4pm

Movie on the Lawn: June 19th, 6:30pm

Citizen Input *No citizen input requested*

Executive Session (if needed) *Not needed*

Adjourn *Jessica Martin motion to Adjourn, 2nd Mitchell Clark, All in favor.*

Roll Call

Jessica Martin, Chair

Cona Durham, Co-Chair & Secretary

Clay Meek

Mitchell Clark

Tracy Jordan-By Phone

Len Maddox-Absent

**COMPREHENSIVE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
CITY OF HOSCHTON, GEORGIA AND HOSCHTON DOWNTOWN DEVELOPMENT
AUTHORITY REGARDING MULTIPLE PROPERTIES LOCATED IN THE DOWNTOWN
DEVELOPMENT AREA OF THE CITY OF HOSCHTON WITH EFFECTIVE DATE OF
JULY 9, 2026**

This Agreement is made and entered into with an effective date as of the 9th day of July, 2026, by and between the City of Hoschton, Georgia, hereinafter called “Hoschton” and the Hoschton Downtown Development Authority (hereinafter called “the Authority”) for the purpose of agreeing as to various interests related to real property, as set forth below, in furtherance of Hoschton and the Authority’s mission and purpose.

WHEREAS, this Agreement shall amend and supersede the Comprehensive Intergovernmental Agreement By And Between City of Hoschton, Georgia and Hoschton Downtown Development Authority Regarding Multiple Properties Located In The Downton Development Area Of The City of Hoschton relating to the following Intergovernmental Agreements: (a) IGA dated February 12, 2024, related to real property located at 73 City Square (hereinafter referred to as “Coffee”) and real property located at 4272 Highway 52 (hereinafter referred to as “Depot”); (b) IGA dated May 21, 2024, related to real property located at 4162 Highway 53, Units 100 and 110 (hereinafter referred to as “Putters”); (c) IGA dated January 17, 2024, related to real property located in the interior of the building at 69 City Square (hereinafter referred to as “Pasta”); (d) IGA dated May 21, 2024, related to real property located at 29 West Broad Street (hereinafter referred to as “Garden”); and (e) Comprehensive IGA dated July 17, 2025; and

WHEREAS, Hoschton owns real property located in the interior of the building at 65 City Square, which real property is commonly known as the Council Room (hereinafter referred to as “Council”); and

WHEREAS, Hoschton owns real property located at 4162 Hwy 53, Suite 120, Hoschton, Georgia 30548, which real property is commonly known as Juke N Jive (hereinafter referred to as (“Juke”)); and

WHEREAS, Coffee, Depot, Putters, Pasta, Garden, Council, and Juke are hereinafter referred to collectively as “the Premises;” and

WHEREAS, the Premises is located in the Downtown Development Area of Hoschton; and

WHEREAS, pursuant to O.C.G.A. § 36-42-2, the purpose of the Authority is to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities; and

WHEREAS, pursuant to Section 6.33 of the Hoschton Charter, Article IX, Section III, Par. I of the Georgia Constitution, and O.C.G.A. § 36-42-8, Hoschton and the Authority have the power to enter into this Intergovernmental Agreement for the purpose of Hoschton and the Authority agreeing as to the authority relating to the Premises to fulfill the purpose of the Authority as set forth herein; and

WHEREAS, Hoschton and the Authority desire to enter into this Agreement to provide for the conveyance and establishment of rights to the Premises to enable the Authority to deal with the Premises to fulfill the purpose of the Authority as set forth herein.

NOW THEREFORE, Hoschton and the Authority agree to the following:

- A. The Authority shall have the right to continue as Lessor under that Lease Agreement dated January 25, 2024, related to Coffee. The Authority's power to lease Coffee shall terminate on February 28, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated January 25, 2024, related to Coffee, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Coffee.
- B. The Authority shall have the right to continue as Lessor under that Lease Agreement dated January 15, 2024, related to Depot. The Authority's power to lease Depot shall terminate on January 31, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated January 15, 2024, related to Depot, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Depot.
- C. The Authority shall have the right to continue as Lessor under that Lease Agreement dated May 13, 2024, related to Putters. The Authority's power to lease Putters shall terminate on May 31, 2027, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Lessee under the Lease Agreement dated May 13, 2024, related to Putters, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Putters.
- D. The Authority shall have the right to continue as Landlord under that Retail Lease Agreement dated January 8, 2023, related to Pasta (hereinafter referred to as "the Pasta Lease"). The Authority's power to lease Pasta shall terminate as of the termination of the Pasta Lease, unless extensions are negotiated and agreed to between Hoschton and the Authority. If the current Tenant under the Pasta Lease shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Pasta. The Authority shall also have the right to defer rental payments due under the Pasta Lease through January 31, 2025, to allow the current Tenant under the Pasta Lease to continue working to obtain a certificate of occupancy.
- E. The Authority shall work diligently to sell and/or lease Garden for such an amount as will result in, at a minimum, Hoschton recouping all sums paid related to the acquisition and servicing of the loan relating to Garden. All net proceeds of rental income and/or the sale of Garden, after deduction of reasonable and customary costs associated with the leasing and/or sale of Garden, shall be paid to Hoschton. Any proposed lease and/or sales agreement relating to Garden shall be subject to the review and approval of Hoschton, prior to execution by the Authority. The Authority shall enlist the services of a commercial realty firm with particular expertise in the area of retail tenants and/or purchasers, with a goal of finding a tenant and/or purchaser whose use of Garden will help revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, and employment opportunities and promote the general welfare of Hoschton and surrounding communities. The Authority's right to market Garden shall terminate on December 31, 2026, unless Hoschton agrees to an extension of the rights of the Authority related to Garden.
- F. The Authority shall have the right to grant a right of first refusal relating to the leasing of Council to the current Tenant under the Pasta Lease, so long as said current Tenant shall not be in default of the Pasta Lease.

G. The Authority shall have the right to continue as Lessor under that Lease Agreement dated June 1, 2023, related to Juke N Jive. The Authority's power to lease Juke shall terminate on August 31, 2027, unless extensions are negotiated and agreed to between Hoschton and Authority. If the current Lessee under the Lease Agreement dated June 1, 2023, related to Juke N Jive, shall default, then Hoschton, in Hoschton's sole discretion, may terminate this Agreement as to Juke N Jive.

H. Hoschton and the Authority shall execute such documents as are necessary to carry out the terms and purposes of this Agreement.

I. The Authority shall work diligently to lease the Premises to revitalize and redevelop the Downtown Development Area of Hoschton, so as to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of Hoschton and surrounding communities.

J. The net proceeds of all rental income relating to the Premises, after deduction of reasonable and customary costs associated with the leasing of the Premises, shall be paid to Hoschton. The Authority may, with the consent of Hoschton, enter into an agreement with a third party to manage any or part of the Premises.

K. The Authority agrees to hypothecate its interest in the Premises to any lender as collateral for any loans related to the Premises.

L. All notices under this Agreement shall be in writing and shall be deemed to have been given by delivering it to person or by certified mail:

As to the Authority:

Hoschton Downton Development Authority
Attn: Chairperson
61 City Square
Hoschton, GA 30548

As to Hoschton:

City of Hoschton
Attn: City Manager
61 City Square
Hoschton, GA 30548

M. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

N. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between the parties and not incorporated herein shall be of any force of effect. Any amendment to this Agreement shall be in writing and executed by the parties.

- O. This Agreement may not be assigned or transferred by either party without the written consent of the other party. The provisions of this Agreement shall inure to the benefit or and be binding upon the parties hereto and the respective success and assigns.
- P. Time is of the essence with respect to this Agreement.
- Q. This Agreement and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- R. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- S. 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, Clerk, City Manager, and City Attorney of Hoschton are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement. The Chairperson and Secretary of the Authority are hereby authorized to sign such documents as are necessary to effectuate the provisions of this Agreement.

IN WITNESS THEREOF, the parties have set their hand and seal as of the effective date first above written.

HOSCHTON DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Chairperson

ATTEST: _____
Secretary

CITY OF HOSCHTON

By: *Debbie Martin*
Debbie Martin, Mayor

ATTEST: *Jennifer Harrison*
Jennifer Harrison, City Clerk

APPROVED AS TO FORM

Abbott S. Hayes, Jr., City Attorney



LEASE EXTENSION AGREEMENT

Nocona Durham (“Lessee”) and the Hoschton Downtown Development Authority (the “Authority”) (Lessee and the Authority, collectively, the “Parties”) enter into this Lease Extension Agreement as of the 9th day of July, 2026 (the “Effective Date”).

On or about June 1, 2023, Debi Yorke and the City of Hoschton (the “City”) entered into a Lease Agreement relating to property at 4162 Hwy 53, Suite 120, Hoschton, GA 30548. Said Lease Agreement is hereinafter referred to as “the Lease.” The City has assigned the right to lease the property to the Authority. Debie Yorke has assigned the right to lease the property to Lessee. The Lease expired on May 31, 2026, and is now on a month-to-month basis. The Parties hereby extend the term of the Lease, such that the Lease will terminate on August 31, 2027. The Parties hereby agree the rent due under the Lease will increase to \$1,500.00 per month on August 1, 2026.

Except as set forth herein, all terms and conditions of the Lease shall remain unchanged.

The Parties execute this **LEASE EXTENSION AGREEMENT** as of the Effective Date.

By: _____
Nocona Durham

APPROVED AS TO FORM

**HOSCHTON DOWNTOWN
DEVELOPMENT AUTHORITY**

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP

By: _____
Jessica Martin
Chairperson