



**City Council - Regular Session  
The Chambers at City Center**

**8534 Main Street, Woodstock GA  
(Main) 770.592.6000 (Fax) 770.926.1375  
<http://www.woodstockga.gov>**

**\*Hearing Assistance Available Upon Request**

**AGENDA**

**Monday, May 11, 2026**

**City Council - Regular Session  
7:00 PM**

**ITEM 1. MEETING CALLED TO ORDER**

7:00 PM Meeting called to order at The Chambers at City Center,  
8534 Main Street, Woodstock, GA.

**ITEM 2. RECOGNITION OF GUESTS AND VISITORS**

1. **Proclamation - Kids to Parks Day** (Michael Caldwell)

**ITEM 3. ANNOUNCEMENTS**

1. **Announcements** (Colin Ake)  
On Thursday, May 21st from 5 to 9 pm, Visit Woodstock kicks off the 2026 Family Fun Night Series with fun from a galaxy far far away.... Calling all Jedi to join us for an exciting night celebrating all things Star Wars at Family Fun Night! The featured movie will be "Star Wars: Episode IV – A New Hope" on the Woodstock Arts Event Green.

The May 25th Regular Meeting of Mayor and Council is canceled. City offices will be closed that day in observance of Memorial Day.

The City of Woodstock's Memorial Day Ceremony will take place on Monday, May 25 at 10 a.m. in the Park at City Center. American Legion Post 316, Marine Corps League Detachment 1311, Warrior's Watch Riders, and other local veterans' groups will join us in honoring those who fought and died to keep us free.

**ITEM 4. MEETING DECORUM**

**ITEM 5. PRESENTATIONS AND DISCUSSION ITEMS**

1. **Woodstock High School Student Presentation** (Coty Thigpen)
2. **FY 2027 Annual Operating Budget Official Presentation** (Crystal Welch)
3. **Police Vehicle Accident Reduction Presentation** (Brian Aligood)

**ITEM 6. PUBLIC COMMENT**

**ITEM 7. CONSENT AGENDA**

1. **Approve Surplus & Disposal of Building Department Vehicle** (Duane Helton)  
Request for approval to surplus Building Department vehicle FXA 2260 - a 2008 Honda CRV. This vehicle is no longer in use.
2. **Approve Alcohol License - Catalina Cucina Corporation** (Melissa Sigmund)  
Request for approval of on-premise consumption with Sunday sale of distilled spirits, malt beverages, and wine at a restaurant located at 8320 Main Street, Building 14. Catalina Cucina Corporation is owned by Martin Garcia Acevedo. The registered agent will be Tracy Garcia Guerrero. The minimum separation distance from a school or college for a business requesting on premise consumption license in the Central Business District is 150' per Section 4.25 of the City Code of Ordinance. The business in question is only 134' from Chattahoochee Technical College per the survey provided by the applicant. The ordinance does allow Council at its sole discretion to approve the requested license by granting a waiver reducing the distance requirements based on the same criteria used for approving or denying any alcohol license. The applicant has requested such a waiver. Staff finds no evidence that granting such a waiver for reduction of the required separation distance would create negative impacts on the community. Other restaurants located in the same vicinity slightly outside of the 150' requires separation distance hold alcohol licenses in good standing.
3. **Approve Alcohol License - Succulent Hospitality, LLC dba Oishii Sushi & Noodles** (Melissa Sigmund)  
Request for approval of Sunday sale of distilled spirits, malt beverages, and wine at a restaurant located at 61 Linton Street, Suite 2304 within the City limits of Woodstock. Succulent Hospitality, LLC dba Oishii Sushi and Noodles is owned by Jason Sheetz and William Sigley. The registered agent will be Jason Sheetz.
4. **Approve City Center Parking Deck Elevator Contract** (Jeremy Parker)  
Request for approval and award of a 5 (Five) year maintenance contract with Schindler Elevator Corporation for the City Center parking deck.
5. **Approve Amendment 1 to IGA with Cherokee County - Resurfacing Project (LMIG)** (Jeff Moon)  
Request for approval of an amendment to the IGA with Cherokee County for the Resurfacing LMIG paving project Phase 3. This is the County's Phase 3 program and they are including work within the City of Woodstock.
6. **Approve Agreement with Georgia Northeastern Railroad Company LLC for Preliminary Engineering Services related to the Haney Road Extension Project** (Chris Luly)  
Request for approval to enter into an agreement with Georgia Northeastern Railroad Company LLC for preliminary engineering services associated with a proposed new roadway crossing (Haney Road Extension). Under the agreement, the railroad will perform preliminary engineering, develop cost estimates, and review layouts. The City will provide a deposit of \$30,000.00 and reimburse the Railroad for all actual costs incurred, with provisions for additional payments or refunds depending on final expenses.
7. **Approve MAJBA JE 21174 - To Recognize Sale of Fixed Asset Proceeds & Fund Chambers Roof Project and Various Equipment Purchases** (Ron Shelby)  
Request for approval of MAJBA JE 21174 which recognizes sale of fixed asset proceeds and funds the purchase of various equipment and partial roof replacement at the Chambers building.

8. **Adopt Ordinance No. 2026-009 Amending Chapter 34, Article III Adding Section 34-74 Relating to Defense of Actions (2nd Reading & Final Vote)** (Robyn Adams)  
Request for approval to adopt Ordinance No. 2026-009 amending Chapter 34 Personnel, Article III Compensation of the City Code to add Section 34-74 relating to the Defense of Actions arising out of the performance of duties; to provide definitions, procedures, and limitations as identified in the ordinance. The first reading of this ordinance was heard at the April 27, 2026 Council Meeting. This will serve as the second reading and final vote.
9. **Adopt Ordinance No. 2026-010 Amending Chapter 2, Article I Adding Section 2-6 Relating to Service of Process (2nd Reading & Final Vote)** (Robyn Adams)  
Request for approval to adopt Ordinance No. 2026-010 amending Chapter 2 Administration, Article I In General, of the City Code to add Section 2-6 relating to the Service of Process as identified in the ordinance. The first reading of this ordinance was held at the April 27, 2026 Council Meeting. This will serve as the second reading and final vote.
10. **Adopt Ordinance No. 2026-011 Amending Chapter 30, Article III - Special Events (2nd Reading & Final Vote)** (Melissa Sigmund)  
Request for approval of Ordinance No. 2026-011 amending Chapter 30 - Offenses and Miscellaneous Provisions, Article III Special Events of the City Code to provide for revised provisions for special events. Proposed changes are shown in the redline document included in the agenda packet. The first reading of this ordinance was heard at the April 27, 2026 Council Meeting. This will serve as the second reading and final vote.
11. **Approve Contract with GDOT for Acquisition of Right-of-Way State-Aid or Federal-Aid Project (Ridgewalk DDI)** (Chris Luly)  
Request for approval of a contract with the Georgia Department of Transportation for acquisition of right of way for the Ridgewalk Diverging Diamond Interchange project.
12. **Approve Agreement for Professional Services for Dobbs Road at Main Street and Dobbs Road at Arnold Mill Road Roundabouts** (Chris Luly)  
Request for approval of an agreement with Kimley-Horn and Associates, Inc. for providing professional roadway and transportation engineering services for the Dobbs Road at Main Street roundabout and Dobbs Road at Arnold Mill Road roundabout. Roundabout concept plans for each intersection were shared in a March 2026 Work Session presentation. This agreement is for services to advance these projects from the conceptual design phase to preliminary, final design and limited construction phase services.
13. **Approve License Agreement for Dumpster Enclosure with Rreal Tacos, LLC** (Brian Stockton)  
Request for approval of the attached license agreement allowing Rreal Tacos, LLC to build a dumpster enclosure on city-owned property behind their location.
14. **Reclassification of Deputy Chief Information Officer (PC #153507) to Senior Systems Administrator (PC #153504)** (Katy Leggett)  
Request for approval to reclassify Deputy Chief Information Officer (PC# 153507), Grade 209 to Senior Systems Administrator (PC#153504), Grade 208, with corresponding salary adjustment, effective May 28, 2026.

**ITEM 8. NEW BUSINESS**

**ITEM 9. MINUTES APPROVAL**

1. **Consideration of Approval to Adopt Council Meeting Minutes - April 27, 2026**

(Robyn Adams)

**ITEM 10. DEPARTMENTAL REPORTS**

1. **Police Monthly Report (March 2026)** (Roland Castro)
2. **Community Development Hot Sheet (May 2026)** (Melissa Sigmund)

**ITEM 11. MAYOR AND COUNCIL COMMENTS**

**ITEM 12. CITY MANAGER AND STAFF COMMENTS**

**ITEM 13. EXECUTIVE SESSION - Personnel, Litigation, Real Estate**

**ITEM 14. FINAL ADJOURNMENT**

# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 11, 2026

**SUBMITTED BY:** Robyn Adams, City Clerk

**ITEM TYPE:** Proclamation

**AGENDA SECTION:** RECOGNITION OF GUESTS AND VISITORS

**SUBJECT:** **Proclamation - Kids to Parks Day**

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[PRO - Kids to Parks Day 2026.pdf](#)



**A PROCLAMATION BY THE MAYOR AND COUNCIL  
OF THE CITY OF WOODSTOCK, GEORGIA**

**KIDS TO PARKS DAY - NATIONAL PARK TRUST**

**WHEREAS**, May 16, 2026, is the 16<sup>th</sup> Annual Kids to Parks Day organized and launched by the National Park Trust and is held each year on the third Saturday of May; and

**WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

**WHEREAS**, We should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension, and hypercholesterolemia; and

**WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

**WHEREAS**, This special day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

**NOW THEREFORE**, I, Michael Caldwell, Mayor of the City of Woodstock, Georgia, do hereby proclaim May 16, 2026, as **Kids to Parks Day**.

**Proclaimed this 11<sup>th</sup> day of May 2026.**

\_\_\_\_\_  
Michael Caldwell, Mayor

Attest \_\_\_\_\_  
Robyn Adams, City Clerk

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Stacy Brown, Communications

**ITEM TYPE:** Announcements

**AGENDA SECTION:** ANNOUNCEMENTS

**SUBJECT:** **Announcements**

**SUGGESTED ACTION:** On Thursday, May 21st from 5 to 9 pm, Visit Woodstock kicks off the 2026 Family Fun Night Series with fun from a galaxy far far away.... Calling all Jedi to join us for an exciting night celebrating all things Star Wars at Family Fun Night! The featured movie will be “Star Wars: Episode IV – A New Hope” on the Woodstock Arts Event Green.

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**ATTACHMENTS:**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Coty Thigpen, Administration

**ITEM TYPE:** Presentation and Discussion Items

**AGENDA SECTION:** PRESENTATIONS AND DISCUSSION ITEMS

**SUBJECT:** **Woodstock High School Student Presentation**

**SUGGESTED ACTION:**

**ATTACHMENTS:**

# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 11, 2026

**SUBMITTED BY:** Crystal Welch, Finance Department

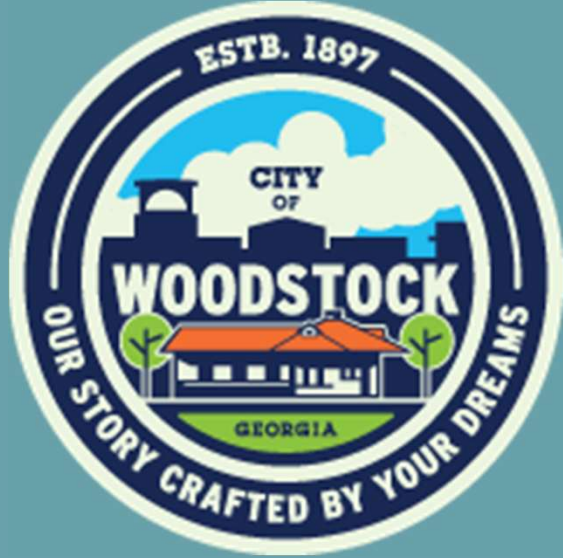
**ITEM TYPE:** Presentation and Discussion Items

**AGENDA SECTION:** PRESENTATIONS AND DISCUSSION ITEMS

**SUBJECT:** **FY 2027 Annual Operating Budget Official Presentation**

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[FY 2027 Budget - Official Presentation 05.11.2026.pdf](#)



Budget Committee:

Jeff Moon  
Coty Thigpen  
Ron Shelby  
Crystal L. Welch  
Katy Leggett  
Melissa Sigmund  
Mindy Nobis

# FY 2027 PROPOSED BUDGET

## OFFICIAL PRESENTATION

05/11/2026

# FY 2027 Budget Fund Status

- General Fund
  - *Balanced*
  - *Property Tax*
    - Budget predicated upon estimated 2.5% new construction growth & rollback millage rate
- Water/Sewer Fund
  - *Balanced*
  - *Water rate increase (4%)*
    - Full Water/Sewer rate study budgeted
- Storm Water Fund
  - *Balanced*
  - *Storm Water rate increase (4%)*
- Parks Bond Fund (Debt Service Fund)
  - *Balanced*
  - *Separate millage rate to be set*
- All Other Funds
  - *Balanced*

# Changes Suggested Since Initial Distribution to Mayor/Council

- Adjusted COLA to 1%
- Adjusted Police & Fire vacancy rates to 5%
- Adjusted Add'l Comp for Service Rendered to remain flat
- Decreased health insurance allocation
  - *\$1,066,062 Total city-wide*
- Decreased property & casualty allocation
  - *\$57,222 Total city-wide*
- Decreased Workers' Comp allocation
  - *\$95,000 Total city-wide*
- Reduced General Fund capital equipment/projects \$340,880
- Reduced General Fund new personnel requests \$577,666
- Re-evaluated and adjusted revenues and operating expenditures

# Budget Committee Suggestions/Assumptions

- Health Insurance Fund allocation increased 7% from FY 2026
  - *Using Health Insurance Fund Reserves to offset \$1,800,000*
  
- GMEBS (Pension) contribution increase 9% (\$138,101)
  - *Budgeted actuarial recommendation*
  
- Property & Casualty Insurance increase 5% over FY 2026
  
- 2025 URA Bond (Fire Stns) Debt Service Payment (GF & SPLOST VII)
  - *GF transfer to Debt Service \$300,000*
  - *SPLOST VII transfer to Debt Service \$504,169*

# Budget Committee Suggestions/Assumptions

(continued)

- Out-of-town retreat included
- No lobbyist funding included
- Sequoyah Regional Library System (SRLS) contribution \$10,000
- County Economic Development contribution \$20,000
- Cherokee Co Sheriff's Office (CCSO) Real-Time Intelligence Center (RTIC) participation \$75,000
- Some use of reserves for one-time expenditures in General Fund & Water/Sewer Fund

# Budget Committee Suggestions/Assumptions (continued)

- Compensation:
  - *1% Cost of Living Adjustments (COLA) (full year)*
  - *Merit Program Pooled Funding (effective Apr) (\$151,418)*
- Personnel:
  - New Personnel
    - 1 part-time pooled funding (full year)
    - 1 full-time position (full year)
    - 5 full-time positions (Jan - Jun)
  - Reclassified Positions – 31 positions
    - 18 related to 2 new fire stations
  - Current Personnel Adjustments
  - Training & development \$425,581 city-wide
- Some dept salaries include budgeted vacancies:
  - Police budgeted at 95% (\$252,113 savings)
  - Fire budgeted at 95% (\$255,801 savings)

# Budget Committee Suggestions/Assumptions (continued)

Position Count by Fund (FY26 vs. FY27)				
	FY 2026 Amended		FY 2027 Proposed	
Fund	Full-Time	Part-Time	Full-Time	Part-Time
101 – General Fund	211*	13	216*	13
505 – Water/Sewer	16*	-	16*	-
507 – Stormwater	8	-	8	-
556 – Parking Ops	-	-	1	-
742 – Hotel/Motel	3	2	3	4
<b>Total Positions</b>	<b>238</b>	<b>15</b>	<b>244</b>	<b>17</b>

\*1 position in General Fund is split 50/50 between General Fund & W/S.

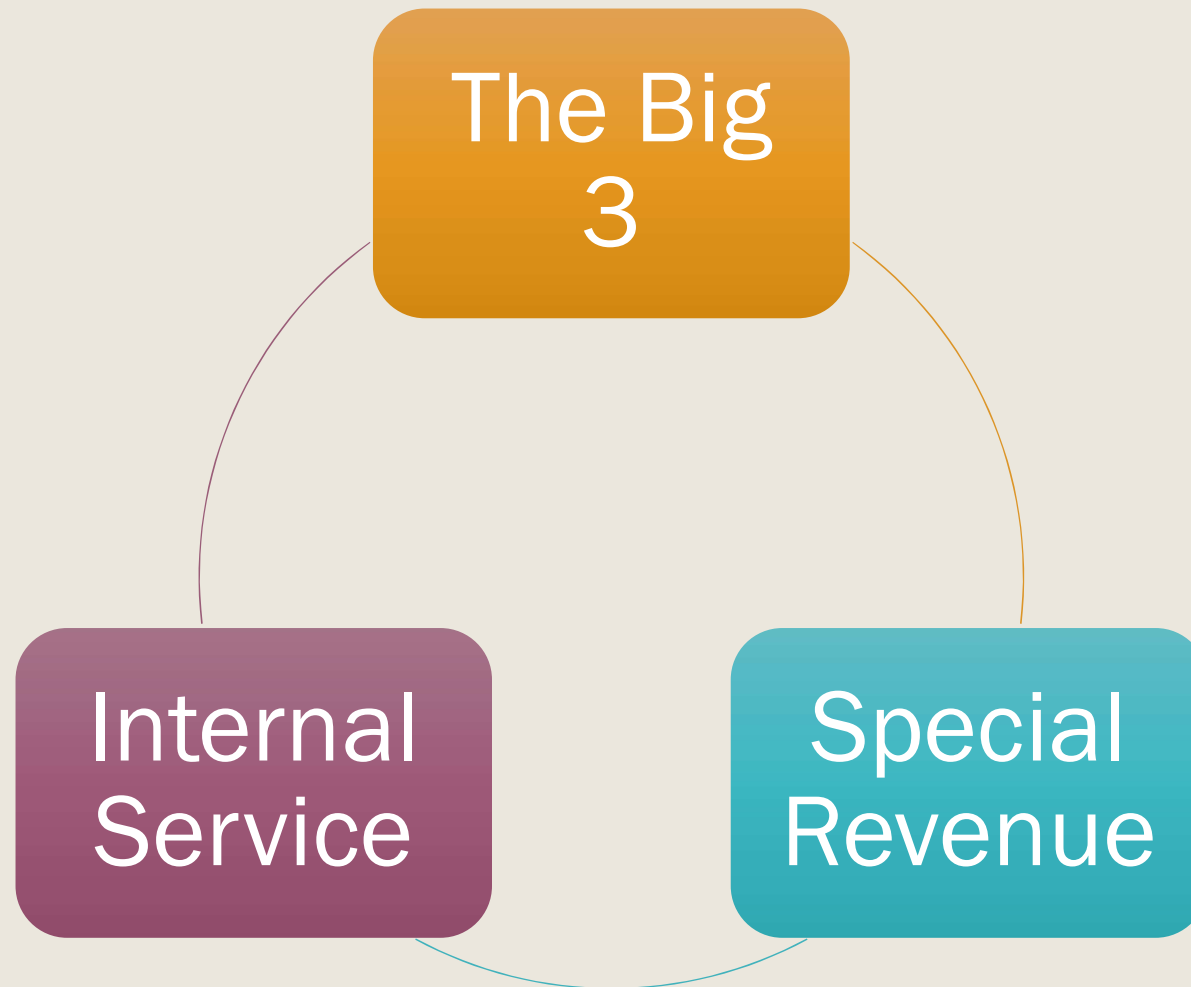
# Compensation Changes - FY 2027

- FY 2026 implemented Employee health insurance share – Long-Term Targets
  - *Set employee contribution*
    - 10% Employee Only
    - 15% Employee +1 and Family
    - Except for high-deductible plan
- Increased percentage of employee contribution of health insurance cost in accordance with phase in plan

# Major Budget Ordinance Provisions

- Encourage the use of comp time rather than overtime
- No “cashing in” leave time
- City Manager authorized to approve use of operating contingency reserves funds with minor budget amendment.
- CFO & City Manager authorized to re-allocate funds for projects that cross years unexpectedly from fund balance to respective accounts with minor budget amendment
- Personnel adjustment requests are to be handled during the annual budget process (exceptions: those due to legal issues or inability to fill positions)
- City Manager authorized to approve starting pay higher than entry-level for Police and Fire and related use of operating contingency reserves fund with minor budget amendment.
- Establish multi-year (i.e., project-length) budgets for capital projects

# Fund Categories



## The Big 3

- 101 – General Fund
- 505 – Water/Sewer Fund
  - 504 – W/S Tap Fee Fund
- 507 – Storm Water Fund

## Special Revenue

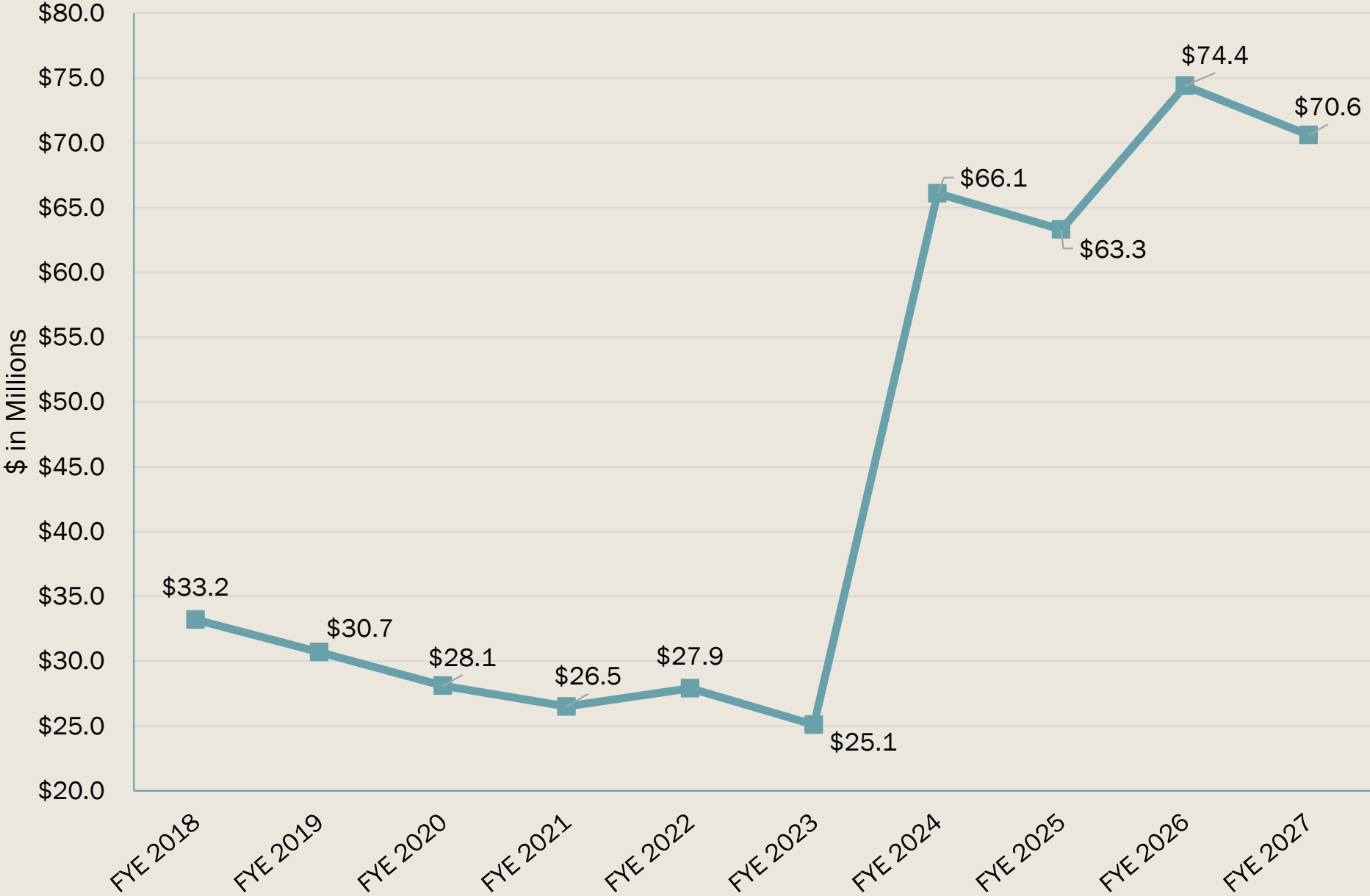
- 201 – TAD
- 207 – Tree Preservation
- 210 – Confiscated Assets
- 213 – Opioid Settlements
- 250 – Multiple Grant Fund
- 280 – Excise Tax
- 301 – Parking Deck/Redev
- 311 – Capital Equipment Fund (CEF)
- 312 – Parking Deck (Bond) Fund
- 313 – 2024 Parks Bond Project Fund
- 315 – Impact Fees
- 320 – Green Prints
- 335 – TSPLOST I
- 350 – Capital Project Fund
- 435 – SPLOST V
- 437 – SPLOST VII
- 556 – Parking Operations
- 742 – Hotel/Motel Fund

## Internal Service

- 400 – Debt Service Fund
- 410 – Debt Service Fund (Park Bond 2024)
- 601 – Health Insurance
- 602 – Workers' Comp
- 603 – Dental Fund
- 604 – Property & Casualty

# Debt Balance History at FYE

(\$ in Millions)



# Debt Balance History (continued)

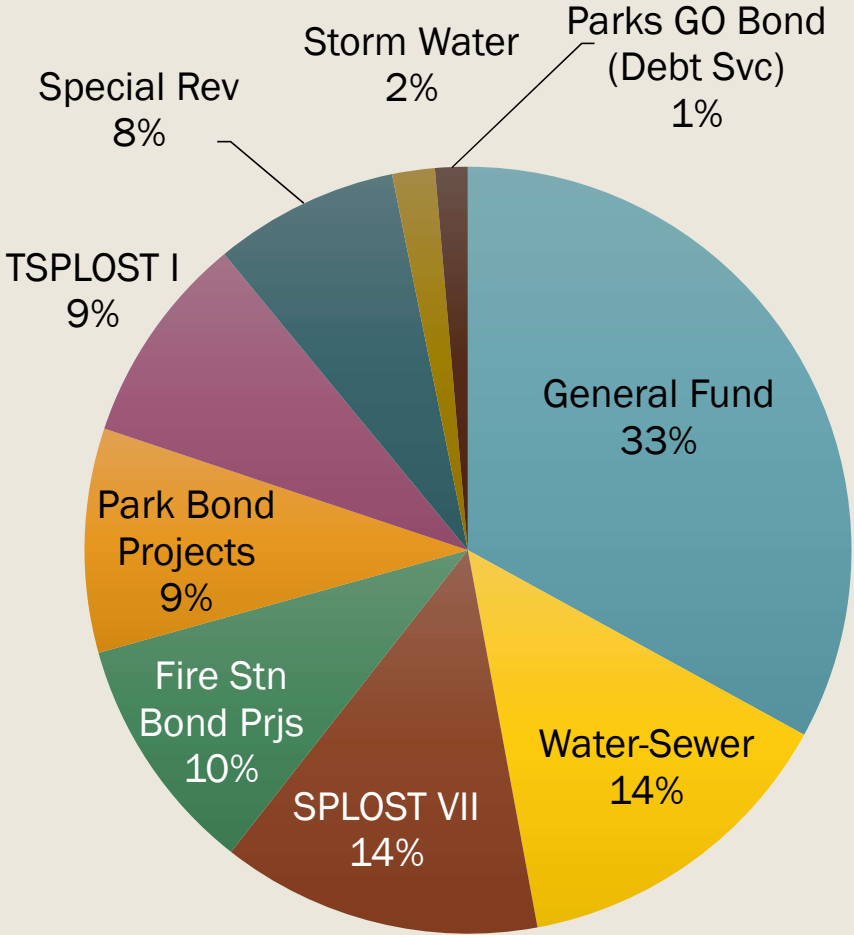
- In December 2025 (FY 2026), early payoff of 2020 DDA Bond (Morgan's)
  - *Paid off 5 years early*
- In December 2025 (FY 2026), issued new \$14.6M Fire Stations Bond
  - *2025 URA Bond (Fire Stations)*

# General Fund Unassigned Fund Balance History

Fiscal Year End	Unassigned Fund Balance*	Percentage (Target 25% of GF Revenues)
FYE 2025	\$ 12,418,757	43.5%
FYE 2024	\$ 14,672,976	53.1%
FYE 2023	\$ 14,336,180	53.9%
FYE 2022	\$ 9,997,824	47.8%
FYE 2021	\$ 7,006,326	35.5%
FYE 2020	\$ 5,933,891	30.4%
FYE 2019	\$ 6,268,509	33.9%
FYE 2018	\$ 6,042,101	32.0%
FYE 2017	\$ 5,466,373	33.6%
FYE 2016	\$ 4,675,003	32.6%
*Audited Unassigned Fund Balance as of 06/30 FYE		

# FY 2027 Budget Overview

General Fund	\$ 34,318,130
Water-Sewer	\$ 14,678,162
Storm Water	\$ 1,867,420
SPLOST VII	\$ 14,038,856
TSPLOST I	\$ 9,253,058
Fire Stn Bond Prj	\$ 10,500,000
Parks GO Bond (Debt Service Fund)	\$ 1,428,930
Park Bond Projects	\$ 9,838,050
Special Rev	<u>\$ 8,109,375</u>
Proposed FY27	<u>\$ 104,031,981*</u>
Amended FY26	\$ 94,772,204**

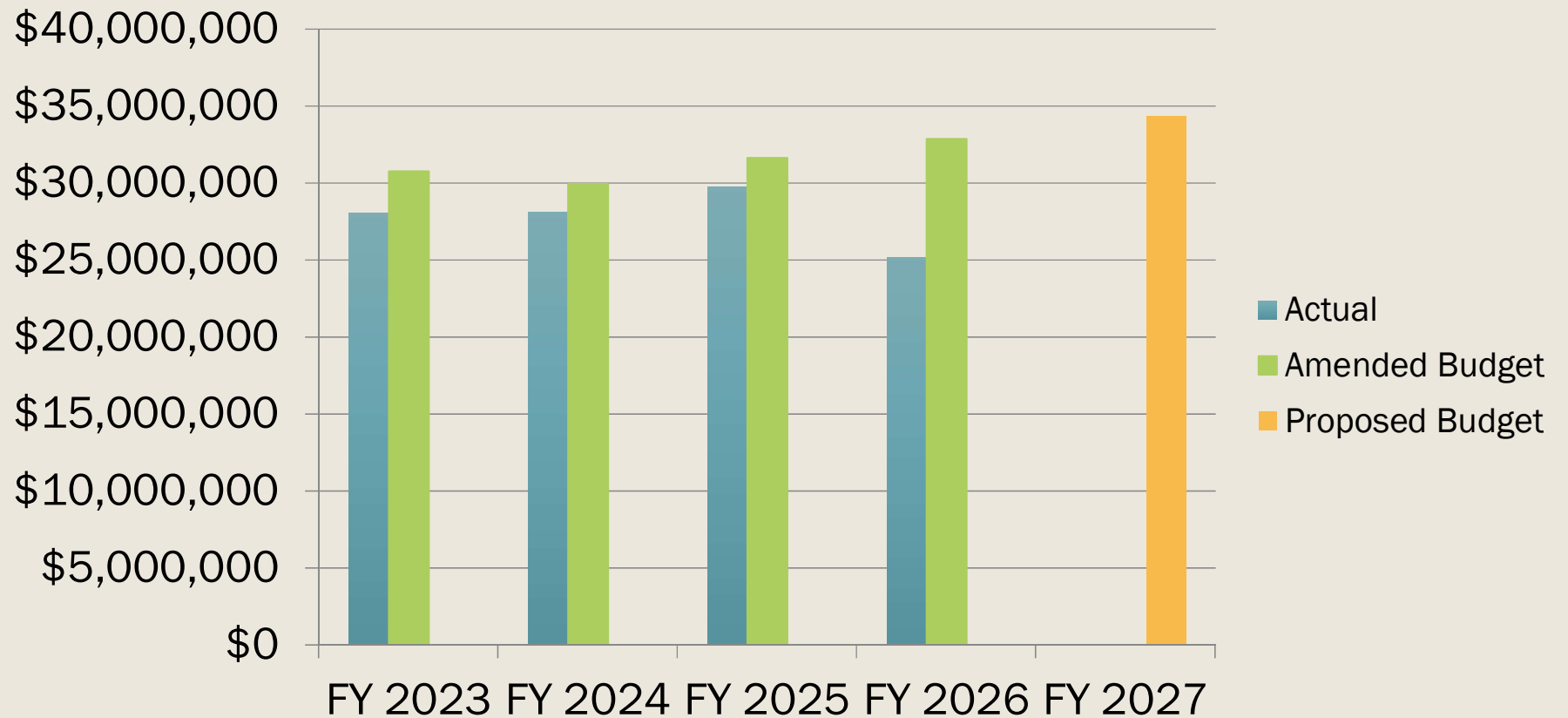


FY 2027 Budget By Fund

\*Debt & Internal Service Funds netted out of total budgets FY26 & FY27.

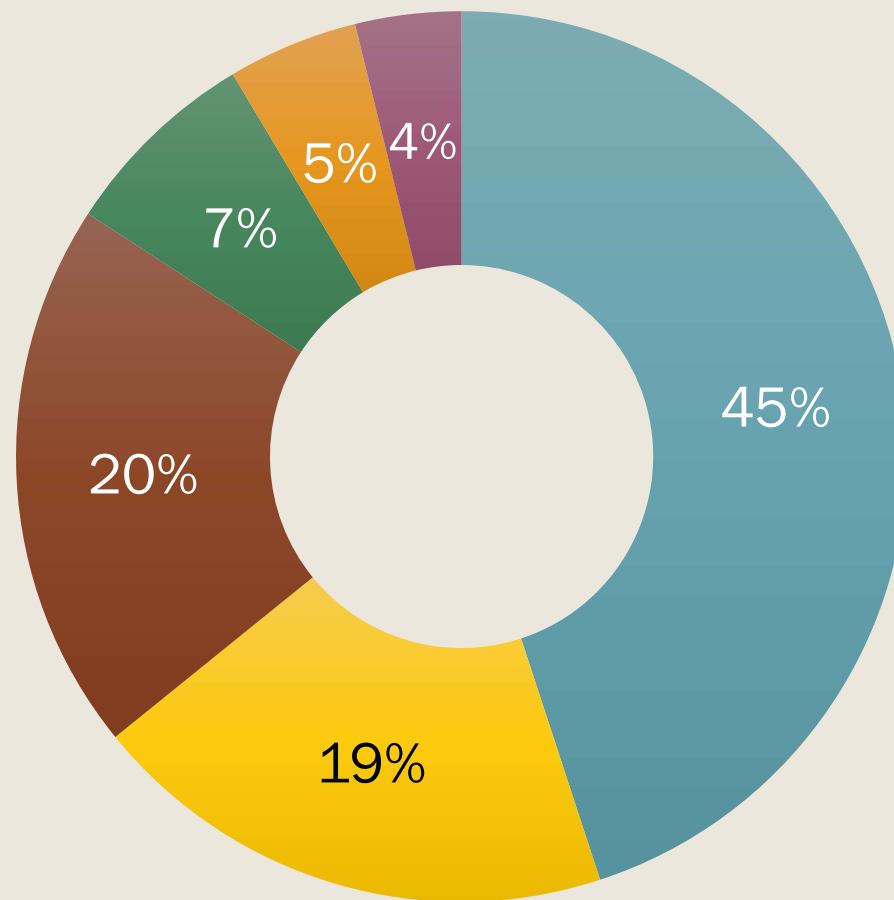
# General Fund – FY 2027

FY 2026 Amend.	\$32,832,598
FY 2027 Proposed	<u>\$34,318,130</u>
Increase	\$ 1,485,532
% Increase	5%



# General Fund Revenue

## \$ 34,318,130

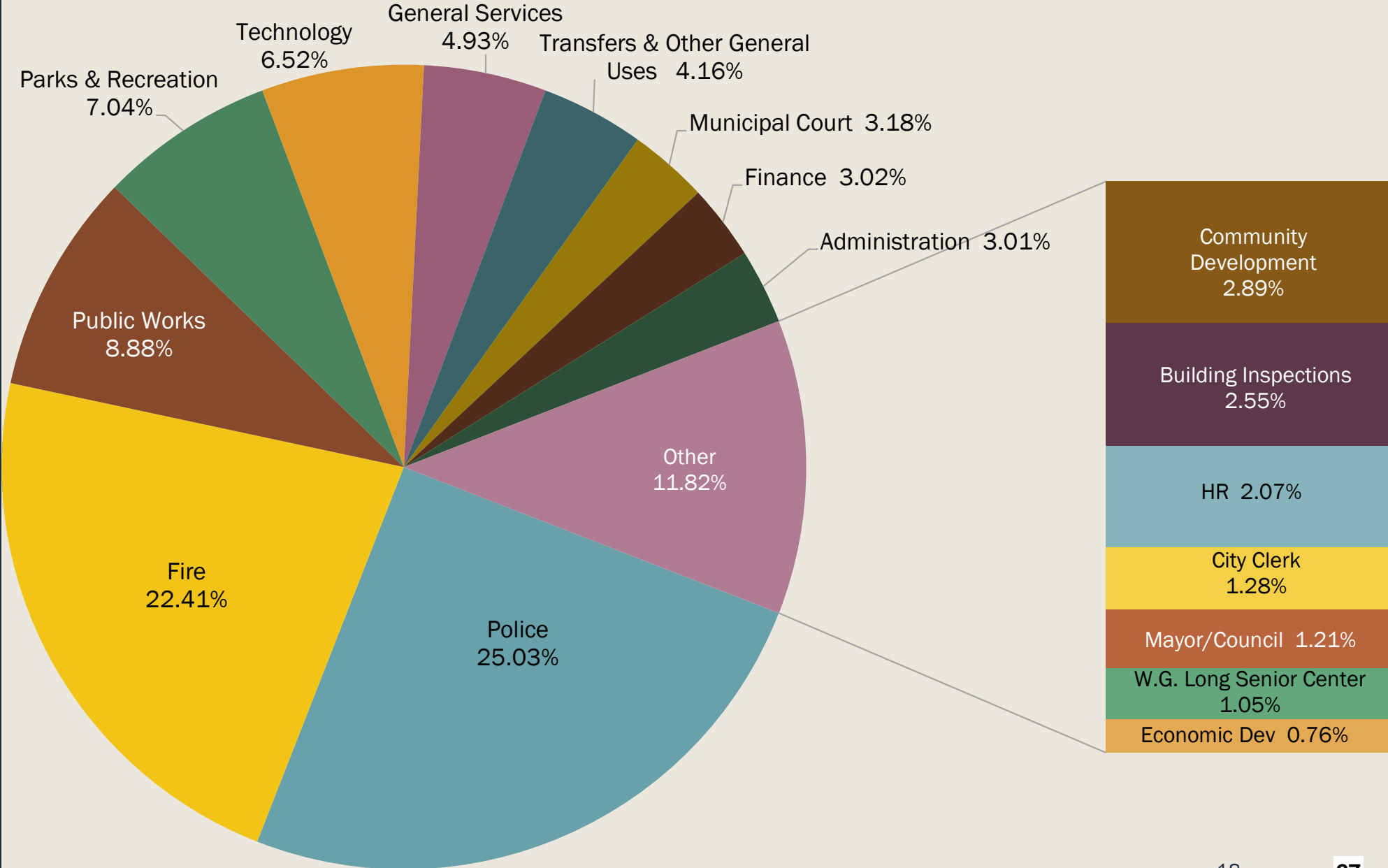


Operating

- Taxes
- Licenses
- Other
- Gen. Govt.
- Fines
- Building

# General Fund Expenditure

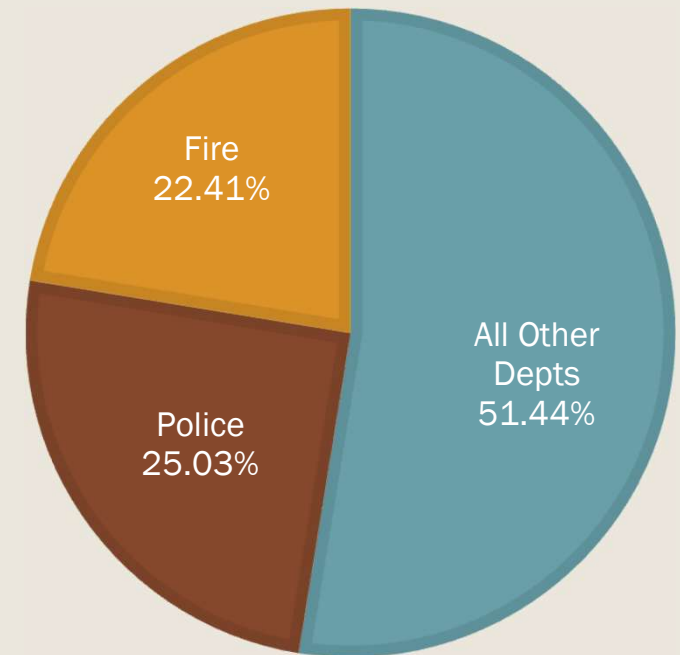
## \$ 34,318,130



# 101 GENERAL FUND PUBLIC SAFETY OPERATING FUNDING OVERVIEW

Dept	FY 2026 Amended	FY 2027 Proposed*	Net Variance FY26 vs FY27
Police	\$ 8,780,305	\$ 8,590,545	(\$ 189,760)
Fire	\$ 7,255,116*	\$ 7,689,285	\$ 434,169
Net Variance FY 26 vs FY 27		Funding Increase	\$ 244,409

% OF GENERAL FUND



\*Fire Dept added 12 new FF positions in FY 2026

\*\*Other Public Safety expenditures reside in capital projects funds (e.g., SPLOST V & VII)

# 101 GENERAL FUND OVERVIEW

FY 26 Amend.     \$ 32,832,598

FY 27 Proposed   \$ 34,318,130

Increase             \$ 1,485,532

- Recurring Revenues are projected to be up 3%
- Property Tax Revenue is predicated upon estimated 2.5% new construction growth & rollback millage rate
- Transfer for capital
- Some use of reserves for fire station personnel plan (year 1), transfer to debt service and transfer to property & casualty insurance fund \$1,255,495

# 101

## GENERAL FUND OVERVIEW

(Continued)

- \$95,000 Council Contingency Reserves
- \$40,000 Operating Contingency Reserves
- Contribution to Sequoyah Regional Library System (SRLS) \$10,000
- Contribution to County Economic Development \$20,000
- CCSO Real Time Intelligence Center Participation \$75,000
- Transfers to Capital Project Fund \$220,000
- Transfer to Debt Service Fund \$453,500
- Transfer to Property & Casualty Fund \$200,000
- Transfer to Parking Operations \$100,000

# 101 GENERAL FUND PERSONNEL OVERVIEW

- New positions - 5 full-time positions
  - *Fire Administrative Division Chief (Jan – Jun)*
  - *HR Coordinator (Jan – Jun)*
  - *Park Maintenance Crew Leader (Jan – Jun)*
  - *Park Maintenance Worker (Qty 2) (Jan - Jun)*
  - *Downtown Grounds Technician Pooled Funding – seasonal positions*
    - Funded by DDA
- Reclassifications
  - *IT Engineer I to IT Engineer II*
  - *K9 Officer to K9 Corporal*
  - *Parks & Rec. Program Manager to Parks & Rec. Assistant Director*
  - *Special Events Recreation Specialist to Administrative Assistant I*
  - *Senior Planner to Planning Manager*
  - *Building Inspector to Senior Building Inspector*

# 101

## GENERAL FUND

### PERSONNEL OVERVIEW (continued)

#### ■ Reclassifications (continued)

- *Development Services Rep. to Senior Development Services Rep.*
- *Fire Sergeants to Fire Captains – Qty 6*
  - Qty 3 Aug – Jun & Qty 3 Jan – Jun
- *Fire Master FF to Fire Sergeants – Qty 12*
  - Qty 6 Aug – Jun & Qty 6 Jan – Jun
- *Tourism Info Coordinator (Qty 2) – from seasonal to permanent part-time*
  - Funded by DDA

#### ■ Salary Adjustments – Current Personnel

- *Some salary adjustments for certification attainment*
- *1% COLA (Jul - Jun) \$216,580 (across all funds)*
- *Merit program pool funding (eff. April) \$151,418 (across all funds)*

# 505 WATER/SEWER

## OVERVIEW

FY 26 Amend.     \$ 14,182,074

FY 27 Proposed   \$ 14,678,162

Increase             \$ 496,088

- Water rate increase
  - 4% rate increase
    - Water/Sewer Rate Study
  - Effective July 1, 2026
- WWTP EOM contract – no increase
- Increased cost allocation to G/F
- Capital Equipment & Projects

# 505

## WATER/SEWER FUND CAPITAL OVERVIEW

- Total Water/Sewer Fund Capital \$184,500
  - *Sewer Mains Capital \$129,500*
    - Qty 2 Service Trucks (replacements)
  - *Water/Sewer Rate Study \$50,000*
  - *UB Office Carpet Replacement \$5,000*
  
- \*Additional capital in 504 Tap Fee Fund

# 505

## WATER/SEWER FUND PERSONNEL OVERVIEW

- No new personnel
  
- Reclassifications
  - *UB Supervisor to UB Manager*
  - *W/S Maintenance Tech to W/S Equipment Operator (Qty 2)*
  
- Salary Adjustments – Current Personnel
  - *1% COLA (Jul - Jun) \$216,580 (across all funds)*
  - *Merit program pool funding (eff. April) \$151,418 (across all funds)*

# 504 WATER/SEWER TAP FEE FUND

## OVERVIEW

FY 26 Amend.	\$ 3,216,726
FY 27 Proposed	<u>\$ 2,270,502</u>
Decrease	(\$ 946,224)

- No water tap fee increase
- No sewer tap fee increase
- Use of reserves for capital projects \$1,510,985

# 504

## WATER/SEWER TAP FEE FUND

### CAPITAL OVERVIEW

- Total Water/Sewer Fund Capital \$2,170,502
  - *Sewer Mains Capital \$1,150,000*
    - Sewer Infrastructure Rehabilitation \$250,000
    - Sewer Infrastructure Upgrades \$350,000
    - Sanitary Sewer System Master Plan & Specifications \$150,000
    - Water Line Upgrade @ WWTP \$400,000
  - *Water Transmissions Capital \$400,000*
    - Water Distribution System Master Plan & Specifications \$100,000
    - Water Line Replacement Project \$100,000
    - Utility (W/S) Relocations \$100,000
    - Groundwater Well exploration \$100,000

# 504

## WATER/SEWER TAP FEE FUND

### CAPITAL OVERVIEW (continued)

- *WWTP Capital \$620,502*
  - Membrane Cleaning (biannual) \$100,000
  - MBR Tank Repair \$180,000
  - Various Equipment/Machinery Replacements & Repairs \$241,982
  - Various area improvements at WWTP \$98,520

# 507 STORM WATER

## OVERVIEW

FY 26 Amend.     \$ 1,590,100

FY 27 Proposed   \$ 1,867,420

Increase             \$    277,320

- Storm Water rate increase
  - 4% rate increase
  - Effective July 1, 2026
- Increased cost allocation to G/F
- Capital Projects

# 507

## STORM WATER FUND CAPITAL OVERVIEW

- Total Storm Water Fund Capital \$290,568
  - *Stormwater Pipe Spray Lining \$100,000*
  - *SW Improvements Washington Ave \$75,000*
  - *SW Pipe Repair Dream Catcher Dr \$82,000*
  - *Undesignated Projects \$33,568*

# 507

## STORM WATER FUND PERSONNEL OVERVIEW

- No new personnel
  
- Reclassifications
  - *SW Maintenance Tech to SW Equipment Operator*
  
- Salary Adjustments – Current Personnel
  - *1% COLA (Jul - Jun) \$216,580 (across all funds)*
  - *Merit program pool funding (eff. April) \$151,418 (across all funds)*

# SPECIAL REVENUE FUND – 313 PARKS BOND PROJECT FUND

## OVERVIEW

Total Projects      \$ 26,953,193

Project-Length Budget

- 2024 Parks GO Bond
  - Issued Apr 2024
  - \$26,953,193
- Approved park and trail projects

# 313

## PARKS BOND PROJECT FUND OVERVIEW (CONTINUED)

- FY 2027 Proposed
  - Little River Park All Phases and FF&E \$6,188,050
  - Rubes Creek South Connector \$1,000,000
  - Buckhead Crossing Boardwalk \$2,500,000
  - Park & Trail Signage \$150,000
- Future Fiscal Years
  - Rubes Creek West Connector \$461,401
  - Water Trail \$130,000
  - Neese & Arnold Mill Rd Connections \$2,966,711
  - Parks Projects (Undesignated) \$3,828,278

# SPECIAL REVENUE FUND – 314 FIRE STATION BOND PROJECT FUND

## OVERVIEW

Total Projects      \$ 14,685,000

Project-Length Budget

- 2025 URA Bond
  - Issued Dec 2025
  - \$14,685,000
  
- Construction of 2 fire stations
  - Stn 28 Ridgewalk Pkwy
    - FY 2027 \$4,500,000
  
  - Stn 34 Long Dr
    - FY 2027 \$6,000,000

# SPECIAL REVENUE FUND – 335 TSPLOST I

## OVERVIEW

FY 26 Amended	\$ 500,000
FY 27 Proposed	<u>\$ 9,253,028</u>
Increase	\$ 8,753,028

## Project-Length Budgets

- Began April 2026
- FY 2027 First full year of collections
- Large capital transportation projects

# 335

## TSPLOST I OVERVIEW

- City's Referendum Total: \$65,379,686 (total over 6 years)
- Referendum Categories:
  - Maintenance and Resurfacing \$2,000,000
  - Pedestrian Connections \$3,000,000
  - Road Project – Intersection Improvements \$11,500,000
  - Road Project – New Roadway \$27,500,000
  - Shared Projects - \$21,379,686

# 335

## TSPLOST I OVERVIEW –FY 2027

- FY 2027 Capital Projects \$9,253,058
  - Paden St Extension \$2,000,000
  - I-575 DDI Ridgewalk Interchange \$2,039,600
  - Goshen Ln Extension \$192,362
  - Neese Rd East Sidewalk \$348,056
  - Haney Rd Extension \$75,000
  - Barnesdale Terrace Improvement Project \$50,000
  - Trickum Rd/Ragsdale Rd Improvement Project \$40,000
    - Joint City/County project
  - LMIG Asphalt Paving Project \$571,426
  - Comprehensive Transportation Master Plan (city-wide) \$200,000
  - Comprehensive Plan Update (transportation portion) \$20,000
    - FY 2027 split between TSPLOST, Capital Prj Fund & Tree Preservation
  - Undesignated Projects \$3,716,614

# SPECIAL REVENUE FUND – 437 SPLOST VII

## OVERVIEW

FY 26 Amended \$ 16,150,479  
FY 27 Proposed \$ 14,038,856  
Decrease \$2,111,623

### Project-Length Budgets

- Third year of collections
- Transfer to Debt Service Fund
  - Debt Payments
- Large capital projects

# 437

## SPLOST VII OVERVIEW

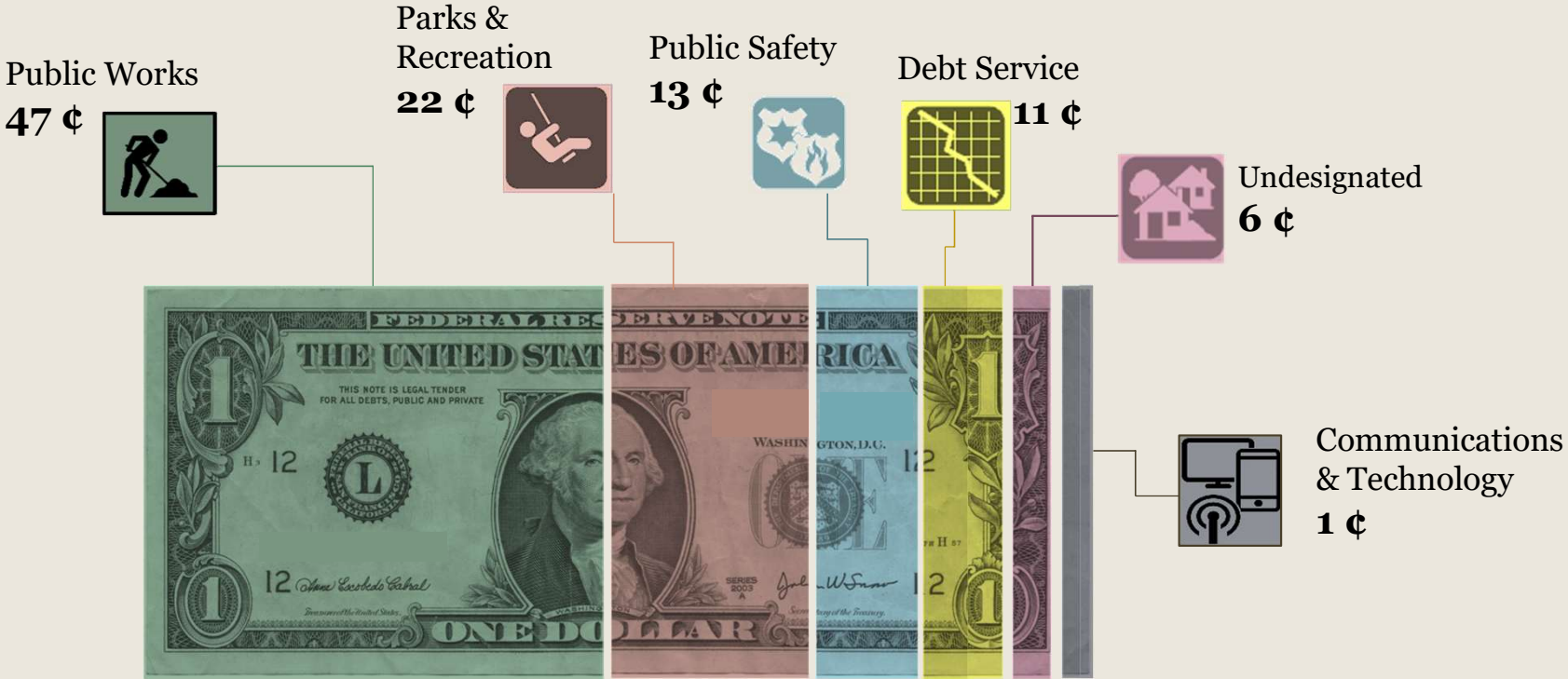
(CONTINUED)

- City's Referendum Total: \$49,513,890 (total over 6 years)
- Referendum Categories:
  - Public Works \$30,087,357
  - Parks & Recreation \$9,469,365
  - Public Safety \$7,429,900
  - Business & Economic Development, Land Acquisition, Infrastructure & Facilities \$1,142,268
  - Parking & Transportation Improvement \$700,000
  - Communications & Technology \$685,000
  - Debt Service for such projects

# 437

## SPLOST VII OVERVIEW

### FY 2027 Only



# 437

## SPLOST VII OVERVIEW – FY 2027

- Information Technology \$161,775
  - Facility Door Controller Project \$148,000
  - Server Replacement \$13,775
  
- Parks & Recreation \$3,028,500
  - Dupree Park Tennis Court Reconstruction \$100,000
  - Dupree Park Playground Reconstruction \$400,000
  - Noonday Creek Trail Connection/Hogan Plaza \$125,000
  - Noonday Creek Trail Extension \$2,200,000
  - Johnston Farm Property Park Master Plan \$30,000
  - Qty 2 Vehicles (replacements) \$95,000
  - Various equipment \$78,500

# 437

## SPLOST VII OVERVIEW – FY 2027

- Police Dept \$972,613
  - Laptops Replacement Project \$211,680
  - Evidence Room Improvements \$79,287
  - Taser Contract Implementation \$55,010
  - Flock Cameras (Qty 4) \$14,600
  - Driver Management Anticollision Cameras \$50,040
  - Patrol Drone (Qty 1) \$16,940
  - Qty 7 Patrol Vehicles (replacements) \$545,056
  
- Fire Dept \$816,898
  - Fire Engine Refurbishment (Stn 34) \$590,000
  - Fire Stn 34 Networking & IT Equipment \$110,000
  - Traffic Signal Preemption \$49,800
  - Fire Hose \$20,398
  - Fire Gear (10 sets) \$46,700

# 437

## SPLOST VII OVERVIEW – FY 2027

- Public Works – Streets \$6,634,266
  - Sidewalk Improvement Program \$50,000
  - Trail Improvement Program \$50,000
  - Roundabout Splitter Island Rehabilitation \$45,000
  - Neese Rd Northern Segment (GTIB 2) Construction \$3,688,963
  - Towne Lake Pkwy Widening (GTIB 3) \$1,492,631
  - Market Street Extension \$1,033,468
    - Row & construction
  - Dobbs Sidewalks Project \$50,000
    - Phase 3 ROW
  - Vehicles (Qty 4) \$208,204
  - Lawn mower \$16,000

# ALL OTHER SPECIAL REVENUE FUNDS

## OVERVIEW

FY 26 Amend.     \$ 13,720,683

FY 27 Proposed\*   \$ 8,499,385

Decrease         (\$ 5,221,298)

## Project-Length Budgets

### ■ Major Items

- TAD
- Tree Preservation
- Parking Deck Fund
- Impact Fee Fund
- Capital Project Fund
- Parking Operations Fund

# 201 TAD Overview

- Streetscapes VI \$228,000
  - *ROW & Construction*
- Traffic Signal Preemption \$33,200
- Chambers Decorative Enhancement \$28,000
  - *Sofit/siding trim replacement*
- Decorative Sign Post Replacements \$25,000
  - *Downtown corridor*
- Any current FY projects rolling over into FY 2027

# 207

## Tree Preservation Fund Overview

- Comprehensive Plan Update (Tree preservation portion) \$20,000
  - *FY 2027 split between TSPLOST, Capital Prj Fund & Tree Preservation*

# 301

## Parking Deck Fund Overview

- Wayfinding Sign Program \$120,000

# 315

## Impact Fee Fund

- Parks & Trails Master Plan \$50,000
  - *System-wide plan*
  - *Full Impact Fee Study currently in progress*

# 350

## Capital Project Fund

- Comprehensive Plan Update \$160,000
  - FY 2027 split between TSPLOST, Capital Prj Fund & Tree Preservation
- Economic Development Plan \$60,000

# 556

## Parking Operations Fund Overview

- Parking Management Services \$452,000
- General Operating Costs \$207,505
  
- New Personnel – 1 full-time position
  - *Downtown Building Services Technician (Jul – Jun)*

# Additional Items

## ■ Digest timeline

- *Assessment notices mid-May (typically)*
- *Appeal period ends 45 days from assessment notice date*
- *Certified digest typically received in July*

# CITY OF WOODSTOCK

- Thank Staff, Department Directors & Budget Committee
- Appreciate Council's Input
- Questions?

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Valerie Williams, Police Department

**ITEM TYPE:** Presentation and Discussion Items

**AGENDA SECTION:** PRESENTATIONS AND DISCUSSION ITEMS

**SUBJECT:** **Police Vehicle Accident Reduction Presentation**

**SUGGESTED ACTION:**

**ATTACHMENTS:**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Duane Helton, Finance Department

**ITEM TYPE:** Surplus Request

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Surplus & Disposal of Building Department Vehicle**

**SUGGESTED ACTION:** Request for approval to surplus Building Department vehicle FXA 2260 - a 2008 Honda CRV. This vehicle is no longer in use.

**ATTACHMENTS:**  
[Building Department Surplus.pdf](#)

CITY OF WOODSTOCK, GEORGIA  
 ASSET RETIREMENT / TRANSFER ORDER

DATE \_\_\_\_\_

DEPARTMENT TRANSFERRED FROM BUILDING DEPARTMENT

DEPARTMENT/VENDOR TRANSFERRED TO \_\_\_\_\_

PROPERTY TAG # (if a vehicle this is the tag #)	SERIAL # (if a vehicle this is the VIN #)	DESCRIPTION (Year, Make, Model)	METHOD OF RETIREMENT * & REASON FOR RETIREMENT
GV92601	3CZRE48528G701950	2008 Honda CRV	Surplus - Age

\* Transfer, Sell, Trade, Surplus, Destroy, Other (Describe)

REQUESTED BY *Deane Helton* Deane Helton DATE 4-13-26  
 (Department Head)

REVIEWED Connor JENKINS C Senior DATE 04/13/26  
 (Finance)

APPROVED *Jeffrey Moon* DATE 4/13/2026  
 (City Manager)

DELIVERED BY Deane Helton *Deane Helton* DATE 4-13-26  
 (Print & Sign Name)

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 (Print & Sign Name)

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Delana Price, Community Development

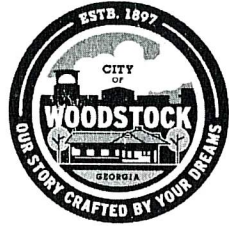
**ITEM TYPE:** License Approval

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Alcohol License - Catalina Cucina Corporation**

**SUGGESTED ACTION:** Request for approval of on-premise consumption with Sunday sale of distilled spirits, malt beverages, and wine at a restaurant located at 8320 Main Street, Building 14. Catalina Cucina Corporation is owned by Martin Garcia Acevedo. The registered agent will be Tracy Garcia Guerrero. The minimum separation distance from a school or college for a business requesting on premise consumption license in the Central Business District is 150' per Section 4.25 of the City Code of Ordinance. The business in question is only 134' from Chattahoochee Technical College per the survey provided by the applicant. The ordinance does allow Council at its sole discretion to approve the requested license by granting a waiver reducing the distance requirements based on the same criteria used for approving or denying any alcohol license. The applicant has requested such a waiver. Staff finds no evidence that granting such a waiver for reduction of the required separation distance would create negative impacts on the community. Other restaurants located in the same vicinity slightly outside of the 150' requires separation distance hold alcohol licenses in good standing.

**ATTACHMENTS:**  
[Catalina\\_Cucina\\_-\\_supporting\\_docs\\_Redacted.pdf](#)



Development Services Division  
12453 Highway 92, Woodstock, GA 30188  
Office: (770) 592-6054  
businesslicense@woodstockga.gov

ALCOHOL LICENSE APPLICATION (For office use only)

Business Name: Catalina Cucina Corporation  
 Street Location: 8320 Main St  
**OFFICE USE ONLY:** Date Received 3/26/2026 Payment \$ 700.<sup>00</sup> (+annual fee)  
 Method of Payment Received: CHK Fingerprint appointment: 3/30/26  
 Note: Office recommendation: Any office recommending denial shall attach written justification and any documents necessary to support the recommendation then forward to the next office for review.

Office 3/27/2026  Requirements met  Recommend denial  
 Development Srv Rep Signature Date  
 Comment

William M. Donnell 6 April 2026  Requirements met  Recommend denial  
 Community Development Signature Date  
 Comment Requires council approval of distance waiver (134 ft from Chatt Tech, 150 ft required)

[Signature] 4-16-26  Requirements met  Recommend denial  
 Records Clerk Signature Date  
 Comment

Ron Hughes 4/16/26  Requirements met  Recommend denial  
 Police Signature Date  
 Comment

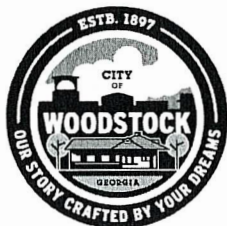
AD E-MAILED TO CHEROKEE TRIBUNE, DATE: 4/23/26 TO RUN ON THE FOLLOWING DATES: 4/30 ; 5/7

COMPLETED SIGNS; NOTIFIED APPLICANT OF HEARING AND TO PLACE SIGNS AT LOCATION.

VERIFIED PUBLIC NOTICE SIGN IS PROPERLY POSTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPLETE AGENDA REQUEST AND FORWARD WITH APPLICATION TO LICENSE ADMINISTRATOR.

CITY COUNCIL ACTION:  APPROVED  DENIED DATE: 5/11/26



Development Services Division  
12453 Highway 92, Woodstock, GA 30188  
Office: (770) 592-6054  
businesslicense@woodstockga.gov

### ALCOHOL LICENSE APPLICATION

New Application & Ad Fee, \$700

DISTILLED SPIRITS \$5,000/yr Plus monthly excise tax	MALT BEVERAGE \$1,000/yr	WINE \$1,000/yr
<input checked="" type="checkbox"/> Restaurant	<input checked="" type="checkbox"/> Restaurant	<input checked="" type="checkbox"/> Restaurant
<input type="checkbox"/> Bar/Lounge	<input type="checkbox"/> Bar/Lounge	<input type="checkbox"/> Bar/Lounge
<input type="checkbox"/> Private Club	<input type="checkbox"/> Private Club	<input type="checkbox"/> Private Club
<input type="checkbox"/> Package Store	<input type="checkbox"/> Package Store	<input type="checkbox"/> Package Store
<input type="checkbox"/> Live Entertainment	<input type="checkbox"/> Live Entertainment	<input type="checkbox"/> Live Entertainment
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Convenience Store	<input type="checkbox"/> Convenience Store
	<input type="checkbox"/> Grocery/Super Store	<input type="checkbox"/> Grocery/Super Store
	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Manufacturing

- Sunday Sales (Consumption only), \$500
- Ancillary Tasting, no fee    Circle all that apply:    MALT BEVERAGE    WINE    DISTILLED SPIRITS\*  
\*for manufacturing only
- Ancillary Package, \$1,000 ea.    Circle all that apply:    MALT BEVERAGE    WINE
- Brown-Bagging, \$100    Circle all that apply:    MALT BEVERAGE    WINE    DISTILLED SPIRITS
- Special Event Facility License – separate application with applicable fees required
- Change of Registered Agent, \$100

**BUSINESS INFORMATION** -If Business Owner is Different from Applicant – Fingerprint and Consent Form required for each

Sole Proprietorship     Partnership     Corporation     LLC

Full Name of Business: CATALINA CUCINA CORPORATION

D/B/A: CATALINA CUCINA

Street Address of Business: 8320 MAIN STREET, BUILDING 14, WOODSTOCK GA 30188

Location Phone Number: 678-778-5296

Name of Business Owner: Martin Garcia Acevedo

Mailing Address: [REDACTED] [REDACTED] [REDACTED] [REDACTED] GA 30188

FEDERAL TAX ID#: 84-3069634    GA SALES & USE TAX #: 309-116625

Owner Phone Number: 678-778-5296    Fax Number: 877-750-4877



NEAREST SCHOOL: ±134'  
 CHATTAHOOCHEE TECHNICAL  
 COLLEGE - WOODSTOCK  
 CAMPUS  
 8371 MAIN ST,  
 WOODSTOCK, GA 30188

NEAREST CHURCH: ±1,805'  
 CHEROKEE SDA CHURCH  
 101 ROPE MILL RD,  
 WOODSTOCK, GA 30188

SITE ADDRESS:  
 8320 MAIN STREET, BLD 14  
 WOODSTOCK, GA 30188

NEAREST ALCOHOL/BEER SALES: ±1,109'  
 IPP'S PASTARIA & BAR  
 8496 MAIN ST,  
 WOODSTOCK, GA 30188

NEAREST DAYCARE: ±4,275'  
 PRIMROSE SCHOOL OF WOODSTOCK  
 401 SHERWOOD DR,  
 WOODSTOCK, GA 30188

UNLESS OTHERWISE PROVIDED BY LAW, ALL MEASUREMENTS TO DETERMINE DISTANCES REQUIRED BY THIS CHAPTER FOR THE ISSUANCE OF CITY BEVERAGE LICENSES SHALL BE MEASURED IN LINEAL FEET BY THE MOST DIRECT ROUTE OF TRAVEL ON THE GROUND AS DETAILED BELOW.

(1) A. DISTANCE FROM CHURCHES SHALL BE MEASURED FROM THE FRONT DOOR OF THE PROPOSED PREMISES OF A LICENSE TO THE FRONT DOOR OF THE CHURCH. INCLUDES CENTRAL BUSINESS DISTRICT (CBD).  
 B. DISTANCE FROM SCHOOLS AND COLLEGES SHALL BE MEASURED FROM THE FRONT DOOR OF THE PROPOSED PREMISES OF A LICENSE TO THE NEAREST PROPERTY LINE OF THE REAL PROPERTY BEING USED FOR SCHOOL OR EDUCATIONAL PURPOSES.

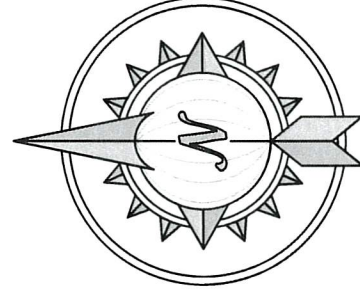
THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON FOR ALCOHOL PERMIT OR LICENSE APPLICATION PURPOSES ONLY AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

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**BOUNDARY**  
**zone, inc.** SURVEYORS, ENGINEERS  
 AND LAND PLANNERS

WWW.BOUNDARYZONE.COM 800 SATELLITE BLVD.  
 (770) 271-5772 / (919) 363-9226 SUWANEE, GA 30024

GRAPHIC SCALE - IN FEET



MAGNETIC NORTH  
 SCALE: 1" = 200'

**ALCOHOL PERMIT SURVEY**

Prepared for: CATALINA CUCINA

8320 MAIN STREET, BLD 14

WOODSTOCK, GA 30188

LAND LOT 995 of the 15th DISTRICT, 2nd SECTION  
 CHEROKEE COUNTY, GEORGIA - 03/17/2026



03-17-2026

FOR THE FIRM  
 BOUNDARY ZONE, INC.  
 LSF #839

NOT VALID WITHOUT  
 ORIGINAL SIGNATURE

PROJECT  
 5078301

SHEET  
 1 OF 1

A.02



Catalina Cucina Restaurant (Woodstock, GA) - Concept Rendering Presentation

1201 w peachtree street nw | suite 2300 | atlanta, ga 30309 | p 404.817.3700 | www.innerworksdesign.com



A.04

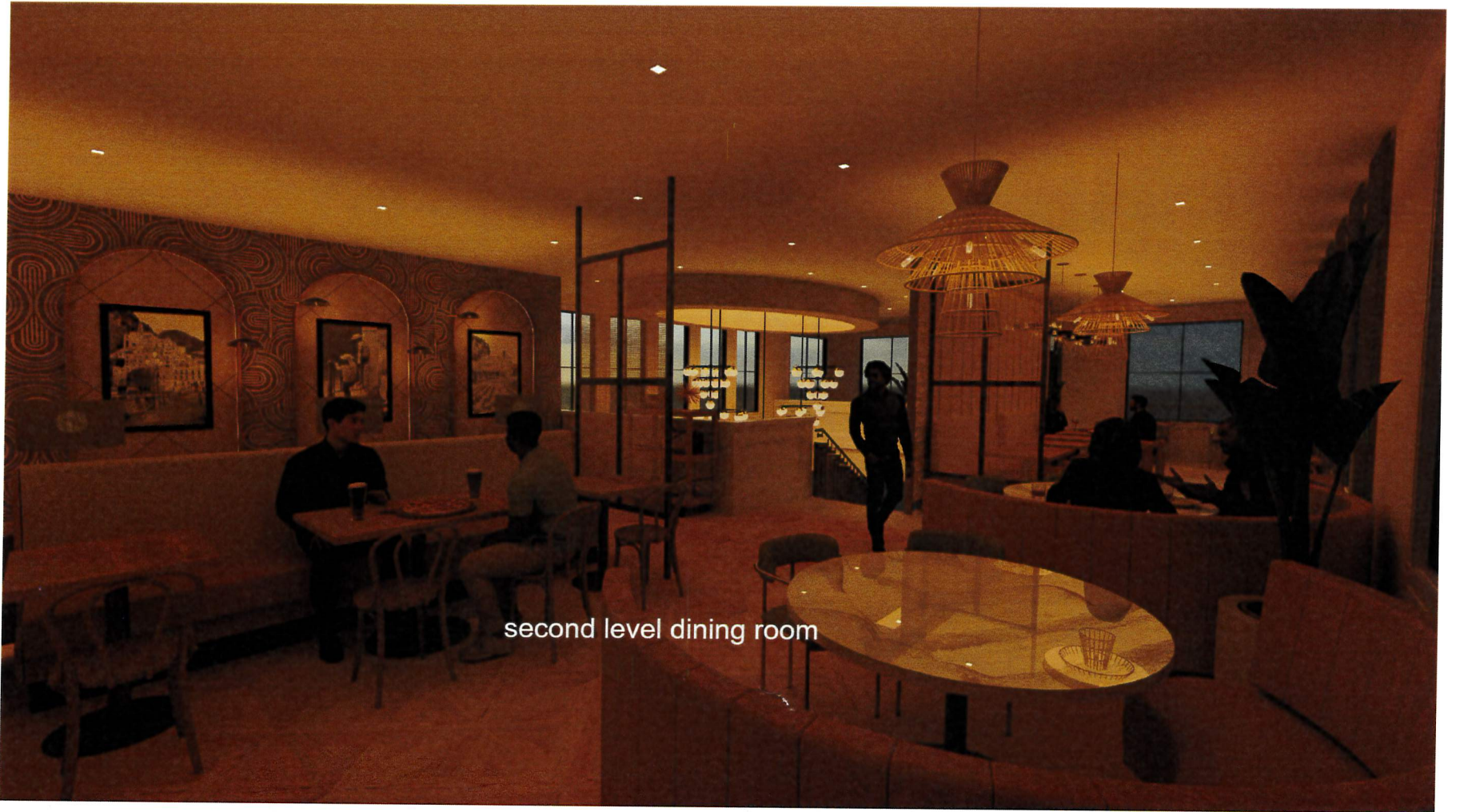


Catalina Cucina Restaurant (Woodstock, GA) - Concept Rendering Presentation

1201 w peachtree street nw | suite 2300 | atlanta, ga 30309 | p 404.817.3700 | www.innerworksdesign.com



A.06



second level dining room

Catalina Cucina Restaurant (Woodstock, GA) - Concept Rendering Presentation

1201 w peachtree street nw | suite 2300 | atlanta, ga 30309 | p 404.817.3700 | www.innerworksdesign.com



A.08



Catalina Cucina Restaurant (Woodstock, GA) - Concept Rendering Presentation

1201 w peachtree street nw | suite 2300 | atlanta, ga 30309 | p 404.817.3700 | www.innerworksdesign.com



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Delana Price, Community Development

**ITEM TYPE:** License Approval

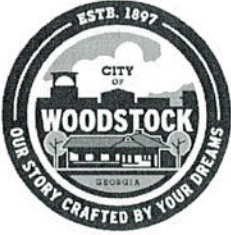
**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Alcohol License - Succulent Hospitality, LLC dba Oishii Sushi & Noodles**

**SUGGESTED ACTION:** Request for approval of Sunday sale of distilled spirits, malt beverages, and wine at a restaurant located at 61 Linton Street, Suite 2304 within the City limits of Woodstock. Succulent Hospitality, LLC dba Oishii Sushi and Noodles is owned by Jason Sheetz and William Sigley. The registered agent will be Jason Sheetz.

**ATTACHMENTS:**

- [Succulent Hospitality . part 1\\_Redacted.pdf](#)
- [Succulent Hospitality . part 2.pdf](#)



**Development Services Division**  
 12453 Highway 92, Woodstock, GA 30188  
 Office: (770) 592-6054  
[businesslicense@woodstockga.gov](mailto:businesslicense@woodstockga.gov)

**ALCOHOL LICENSE APPLICATION (For office use only)**

Business Name: Succulent Hospitality LLC dba Dishii Sushi & Noodles  
 Street Location: 161 Dinton St Ste 2304 30188  
**OFFICE USE ONLY:** Date Received 3/31/2026 Payment \$ 700.00  
 Method of Payment Received: 4/1/26 Fingerprint appointment: N/A  
*pmt links sent*  
 Note: Office recommendation: Any office recommending denial shall attach written justification and any documents necessary to support the recommendation then forward to the next office for review.

Drice 4/1/26  Requirements met  Recommend denial  
 Development Srv Rep Signature Date

William McDowell 6 April 26  Requirements met  Recommend denial  
 Community Development Signature Date

CL 4/16/26  Requirements met  Recommend denial  
 Records Clerk Signature Date

Ron Hughes 4/16/26  Requirements met  Recommend denial  
 Police Signature Date

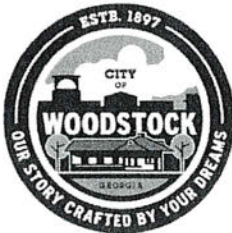
AD E-MAILED TO CHEROKEE TRIBUNE, DATE: 4/23/26 TO RUN ON THE FOLLOWING DATES: 4/30 ; 5/7

COMPLETED SIGNS; NOTIFIED APPLICANT OF HEARING AND TO PLACE SIGNS AT LOCATION.

VERIFIED PUBLIC NOTICE SIGN IS PROPERLY POSTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPLETE AGENDA REQUEST AND FORWARD WITH APPLICATION TO LICENSE ADMINISTRATOR.

CITY COUNCIL ACTION:  APPROVED  DENIED DATE: 5/11/26



Development Services Division  
 12453 Highway 92, Woodstock, GA 30188  
 Office: (770) 592-6054  
[businesslicense@woodstockga.gov](mailto:businesslicense@woodstockga.gov)

ALCOHOL LICENSE APPLICATION (For office use only)

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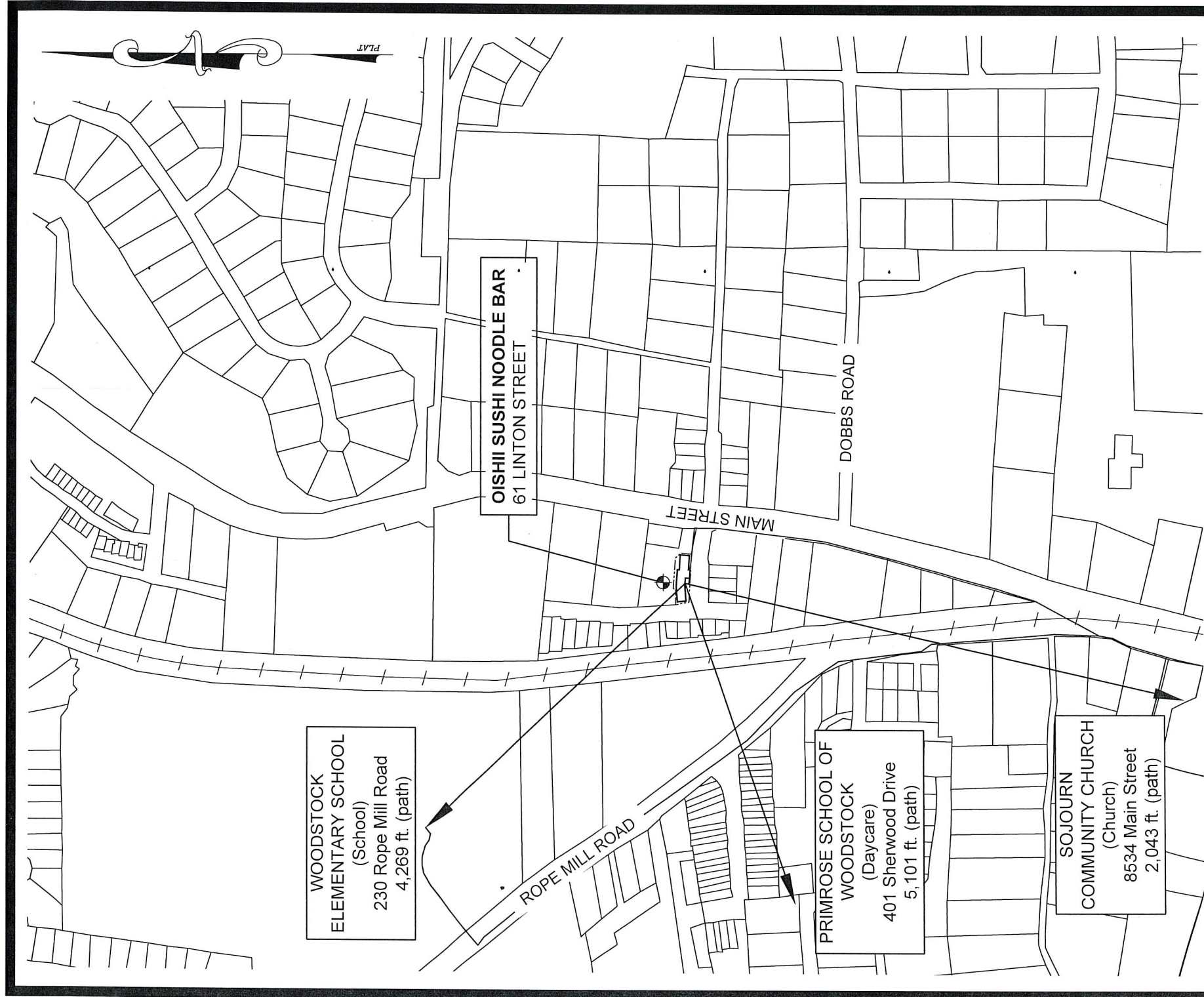
*Alvie* 4/1/26  Requirements met  Recommend denial  
 Development Srv Rep Signature Date  
 Comment \_\_\_\_\_  
*William McDonald* 6 April 26  Requirements met  Recommend denial  
 Community Development Signature Date  
 Comment \_\_\_\_\_  
*CL* 4/16/26  Requirements met  Recommend denial  
 Records Clerk Signature Date  
 Comment \_\_\_\_\_  
*Ron Hughes* 4/16/26  Requirements met  Recommend denial  
 Police Signature Date  
 Comment \_\_\_\_\_

- AD E-MAILED TO CHEROKEE TRIBUNE, DATE: 4/23/26 TO RUN ON THE FOLLOWING DATES: 4/30 ; 5/7
- COMPLETED SIGNS; NOTIFIED APPLICANT OF HEARING AND TO PLACE SIGNS AT LOCATION.
- VERIFIED PUBLIC NOTICE SIGN IS PROPERLY POSTED BY: see attached pic DATE: 4/29/26
- COMPLETE AGENDA REQUEST AND FORWARD WITH APPLICATION TO LICENSE ADMINISTRATOR.
- CITY COUNCIL ACTION:  APPROVED  DENIED DATE: 5/11/26



CITY OF WOODSTOCK *Supportive Housing*  
**PUBLIC NOTICE**  
APPLICANT: *Disha Sush and Nicolas*  
LOCATION: *411 Lincoln Street, Suite 23*  
REQUEST: *Change of Zoning from Single-Family Residential to Supportive Housing*  
DATE/TIME OF PUBLIC HEARING: *Monday, 06/16 at 7:00 PM*  
IF YOU HAVE OBJECTION TO THIS APPLICATION YOU MUST BE IN WRITING AND RECEIVED BY THE ADMINISTRATOR OF THE CITY OF WOODSTOCK ON OR BEFORE THE DATE OF THE HEARING.  
THE CHAMBERS AT CITY CENTER  
8534 MAIN STREET



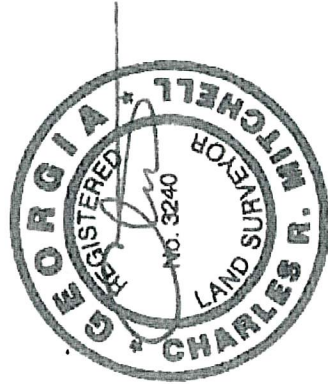


(NOT TO SCALE)

<p><b>PROPERTY DESCRIPTION</b>          PARCEL ID # 15-0995-0052          ADAIR PARK, PHASE 1, BUILDING 2,          AS RECORDED IN DEED BOOK 14580, PAGE 1631          CLERK OF SUPERIOR COURT OFFICE,          CITY OF WOODSTOCK,          CHEROKEE COUNTY, GEORGIA          61 LINTON STREET,          WOODSTOCK, GEORGIA, 30188          LAND LOT 995, 15TH DISTRICT, 2ND SECTION</p>	<p><b>SURVEY TYPE:</b> ALCOHOL SURVEY</p> <p><b>DATE OF FIELD SURVEY:</b> N/A</p> <p><b>MAP ISSUE DATE:</b> 3/20/2026</p> <p><b>JOB No.</b> 26033.00</p>
--	--

PREPARED FOR  
**OISHII, LLC**

**MITCHELL SURVEYING & CONSULTING, LLC**  
 Surveying • Construction Layout • Consulting  
 631 East Main Street  
 Canton, GA 30114  
 Tel. 770-924-2955  
 Email: cmitchell@msc-survey.com  
 Website: MSC-Survey.com



3/20/2026



REVISIONS

#	DATE

FIT-UP FOR:

OISHII SUSHI BAR

3RD FLOOR OF 61 LINTON STREET

SUITE 2304

ADAIR PARK BUILDING TWO

WOODSTOCK, GA



**RIDDLE ARCHITECTURE**  
1481 Hodges Mill Rd.  
Watkinsville, GA 30677  
404.285.8646



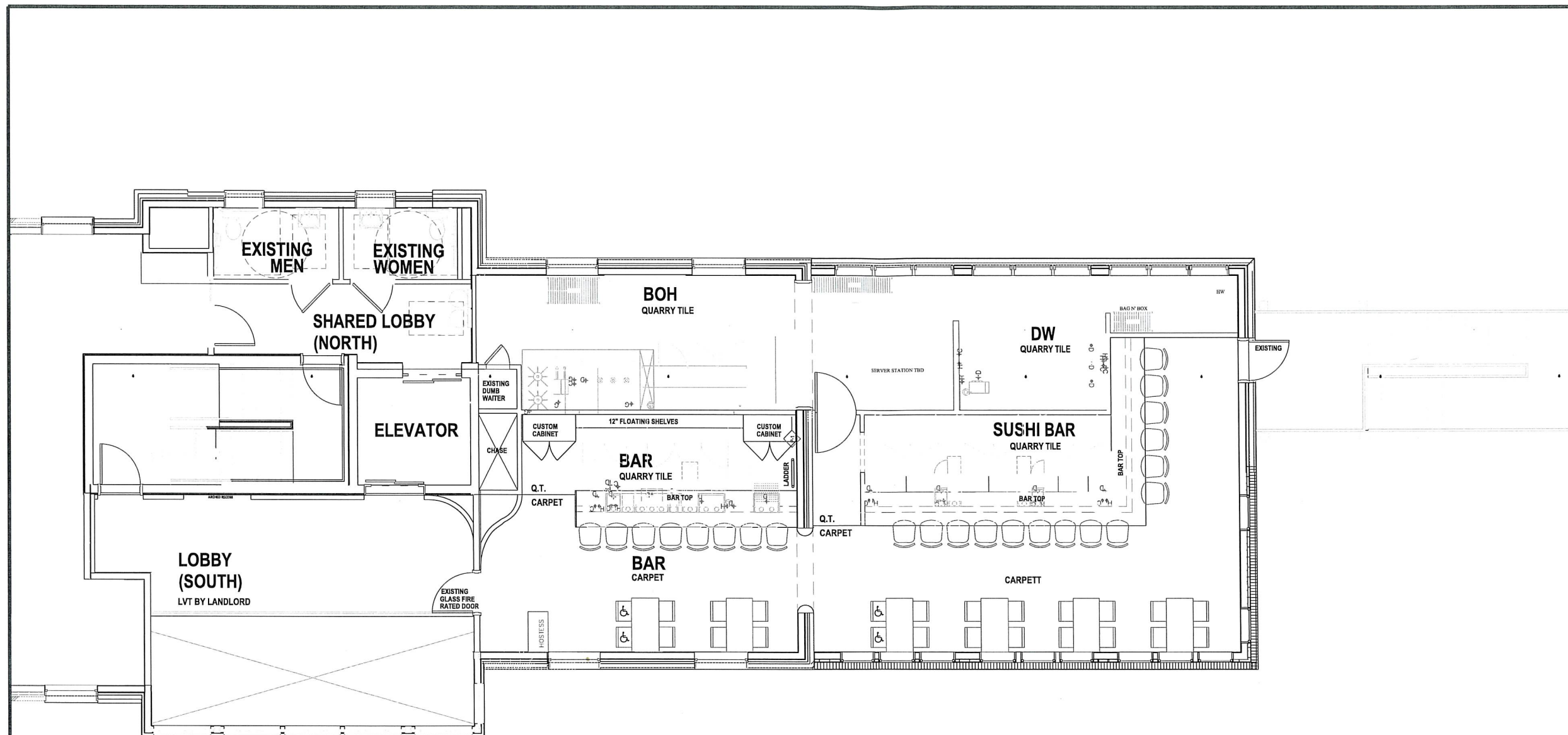
TITLE: EQUIPMENT PLAN

JOB #: 2105.03

DATE: 06.14.24

SHEET #

**A-1.1**



**1** EQUIPMENT PLAN  
A1.1 SCALE: 1/4" = 1'-0"

Item No	Qty	Equipment Category	Item No	Qty	Equipment Category
1	1	FRYER, GAS	15	1	UNDERBAR ALL-IN-ONE STATION
1A	1	GAS CONNECTOR KIT	16	1	UNDERBAR DRY WASTE
2	1	RANGE, GAS	17	1	UNDERBAR GLASS RACK
2A	1	GAS CONNECTOR KIT	18	1	BY OTHER
3	1	RANGE, STOCK POT	19	1	COOLER, ONE ZONE
3A	1	GAS CONNECTOR KIT	20	1	FROSTER, ONE ZONE
4	1	PASTA COOKER, GAS	21	1	UNDERBAR GLASS RACK
4A	1	GAS CONNECTOR KIT	22	1	SPARE NUMBER
5	1	SPARE NUMBER	23	1	DISHTABLE
6	1	REFRIGERATOR, PIZZA PREP	23A	1	PRE-RINSE FAUCET
7		N/A	24	1	BY OTHER
7A	1	WALL SHELF	25	1	DISHTABLE
7B	1	WALL SHELF	26	1	3-COMP SINK
8	1	PREP TABLE W/ SINK	26A	1	PRE-RINSE FAUCET
8A	1	WALL SHELF	27	1	SPARE NUMBER
8B	1	WALL SHELF	28	1	SPARE NUMBER
9	4	WIRE SHELING	29	3	BACK BAR COOLER
10	1	DISH CABINET	30	3	DISH CABINET
11	1	WORK TABLE	31	2	UNDERBAR SINK
11A	1	FOOD WARMER	32	2	HAND SINK
12	4	WIRE SHELING	33	2	UNDERBAR DRY WASTE
13	1	SPARE NUMBER	34	1	SUSHI CASE
14	1	HAND SINK			

# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 11, 2026

**SUBMITTED BY:** Jeremy Parker, Public Works

**ITEM TYPE:** Bids, Authorize, Solicit, Award, Reject, Rebid

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve City Center Parking Deck Elevator Contract**

**SUGGESTED ACTION:** Request for approval and award of a 5 (Five) year maintenance contract with Schindler Elevator Corporation for the City Center parking deck.

**ATTACHMENTS:**  
[Woodstock City Center Parking\\_Revised 5 Year Full Coverage\\_0137123996\\_2512512.pdf](#)



**Schindler**



## Schindler Plus

**Date:** December 18, 2025

**Prepared For:**

WOODSTOCK CITY CENTER PARKING  
ARNOLD MILL RD  
WOODSTOCK, GA 30188



**Schindler**

**Date:** December 18, 2025

**Estimate Number:** 0137123996

**To:**  
WOODSTOCK CITY CENTER  
PARKING  
12453 Highway 92 - Attn: Accounts  
Payable, GA 30188

**Building Name:**  
WOODSTOCK CITY CENTER  
PARKING  
ARNOLD MILL RD  
WOODSTOCK, GA 30188

**From:**  
SCHINDLER ELEVATOR  
CORPORATION  
SMYRNA GA 30082-4855  
Phone: 770 319 2900  
Fax: 973-397-3619

**EQUIPMENT DESCRIPTION**

Qty	Description	Type	Landing Doors	Car Doors	Load	Speed	Equipment Number
1	ELEV 02 CAB#973	Gearless	5	1	3,000 lbs	150 fpm	96001052134
1	ELEV 01 CAB#973	Gearless	6	1	3,000 lbs	150 fpm	96001052133

**SCHINDLER ELEVATOR CORPORATION** (“Schindler”, “we”, “us”) and **WOODSTOCK CITY CENTER PARKING** (“you”) agree as follows:

**PREVENTIVE MAINTENANCE PROGRAM**

**Equipments:**

ELEV 02 CAB#9735679466 [96001052134] | ELEV 01 CAB#9735678952 [96001052133]

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

**TRACTION ELEVATORS**

**Basic components:**

- **Machine Room Equipment**  
Overspeed governors, selectors, minor contacts, wiring, coils, and brushes
- **Controller Equipment**  
Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**  
Roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**  
Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs



● **Hoistway and Pit Equipment**

Limit switches, buffers (car and counterweight), and tension sheaves (governor and selector)

● **Signals and Accessories**

Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

**Major components:**

● **Machine Room Equipment**

Machines, motors and motor assemblies, sheaves and sheave assemblies, brakes and brake assemblies (including pads, linings, and disks or shoes), selector tape, bearings, hoist ropes or belts, and governor ropes

● **Controller Equipment**

Solid state devices, drives, and PC boards

● **Hoistway and Pit Equipment**

Compensation rope/chain and associated assemblies

● **Additional Items**

Traveling cables and other miscellaneous wiring

**CALLBACK COVERAGE**

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall provide emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

**REPAIRS**

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved, third-party suppliers.

**TESTING OF SAFETY DEVICES**

Equipment	Test	Frequency
96001052134	CAT 1	Annually
96001052134	CAT 5	Every 5 Years
96001052133	CAT 1	Annually
96001052133	CAT 5	Every 5 Years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising



**Schindler**

out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

### **HOURS OF SERVICE**

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

### **SCHINDLER AHEAD**

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler Ahead, your Subscription package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for \$2,000 per unit for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days and will utilize existing elevator wiring. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

Your contract includes the above features as well as the following core package:

**Enhanced** – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

Enhanced has been added at a cost of \$30.00 per unit, per month and is reflected in the Price section below

The following digital services are also available:

**SafeCall** – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

SafeCall has been added at a cost of \$40.00 per unit, per month and is reflected in the Price section below



**Schindler**

**Visual Alarm Module (VAM) Monitoring** – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

VAM has been added at a cost of \$45.00 per unit, per month and is reflected in the Price section below

### **EXCLUSIONS**

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.

### **TERM**

This Agreement commences on August 1, 2026, and continues until July 31, 2031, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

### **PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$1,030.00 per month, payable annually in advance (per installment), exclusive of applicable taxes, unless another payment option is accepted below:



**Schindler**

<b>Payment Option</b>	<b>Revised Monthly Price</b>	<b>Acceptance (Initial)</b>
Annual in Advance	\$1,030.00	
Semi-Annual in Advance	\$1,050.60	
Quarterly in Advance	\$1,071.20	
Monthly in Advance	\$1,091.80	

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

- Direct Debit (Attach copy of voided check)
- Credit Card (Complete "Other" section within included Customer Information Sheet)

**PRICE ADJUSTMENT**

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead Connect tiers as additional value added features and functionality are added to the selected offering.



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### **SPECIAL TERMS AND PRICING**

Termination on Occurrence of Stated Events with a written 30-day notice:

- A** Bankruptcy, insolvency or assignment for the benefit of creditors of either party
- B** Sale of the Business of either party
- C** Sale of the property by owner
- D** Assignment of the contract by either party without prior written consent of the other party
- E** Change of management of the property by owner
- F** Termination by owner for default of contract – Should Contractor default in the performance ( or fail to perform under the terms) of this contract and/or materially breach any of its provisions, and to fail to cure any such breach or default is received by contractor, owner, at owner's sole option, may terminate this contract immediately by given written notice to contractor.



**Schindler**

**The attached terms and conditions** are incorporated herein by reference. Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Eri Cooper
Email: eri.cooper@schindler.com
For: Schindler Elevator Corporation
Title:
Date: December 18, 2025

Accepted:

By:
Email:
For:
Title:
Date:

Approved:

By:
Title:
Date:



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**CUSTOMER INFORMATION**

**Owner / Manager Information**

<b>Legal Name of Company:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Federal Tax ID #:</b>	<b>Tax Exempt? (if Yes, provide Certificate)</b>	
<b>Primary Contact Name:</b>	<b>Title:</b>	
<b>Email:</b>	<b>Phone:</b>	

**Bill To Information**

<b>Legal Name of Company:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Purchase Order? (if Yes, provide applicable Number)</b>		
<b>Bill To Email #1 (required):</b>		
<b>Bill To Email #2 (optional):</b>		
<b>Accounts Payable Contact Name:</b>		
<b>Email:</b>	<b>Phone:</b>	



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**Other (if applicable)**

<b>Credit Card:</b>	<b>VISA</b>	<b>MC</b>
<b>Name:</b>		
<b>Number:</b>		
<b>Expiration:</b>	<b>Billing Zip:</b>	
<b>Signature:</b>		



**TERMS AND CONDITIONS**

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions. Schindler will not be responsible for the repair or replacement of any Covered Major Components during renewal periods of less than twelve (12) months.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other



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cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/ Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.



**Schindler**

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Jeremy Parker, Public Works

**ITEM TYPE:** Contracts, Agreements, Leases

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Amendment 1 to IGA with Cherokee County - Resurfacing Project (LMIG)**

**SUGGESTED ACTION:** Request for approval of an amendment to the IGA with Cherokee County for the Resurfacing LMIG paving project Phase 3. This is the County's Phase 3 program and they are including work within the City of Woodstock.

**ATTACHMENTS:**

- [2026 Resurfacing Project - Woodstock - Amendment 1 to IGA.pdf](#)
- [2026 Resurfacing Project PH 3 - Woodstock IGA - Exhibit A - 4-8-2026.pdf](#)

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

**AMENDMENT ONE TO  
INTERGOVERNMENTAL AGREEMENT  
FOR CHEROKEE COUNTY  
TO PROVIDE RESURFACING AND ROAD REPAIRS FOR VARIOUS  
ROADS IN THE CITY OF WOODSTOCK**

This Amendment (“Amendment One”) to the Intergovernmental Agreement for Cherokee County to Provide Resurfacing and Road Repairs for Various Roads in the City of Woodstock, dated April 21, 2026, (the “Agreement”) made and entered into by and between CHEROKEE COUNTY, GEORGIA (the “County”), and the CITY OF WOODSTOCK, GEORGIA (“the City”),

WHEREAS, the County and City entered into the Agreement to provide certain services generally described as Resurfacing and Road Repairs for Various Roads;

WHEREAS, the City would like to add deliverables to the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the sufficiency of which are acknowledged by both the City and the County, the City and the County agree as follows:

1. The City has been awarded Local Road Assistance (LRA) funds from the Georgia Department of Transportation and would like to utilize those funds for additional roadway resurfacing and road repairs on various City roadways.
2. The City and the County hereby agree to continue their performance under the Agreement up to and including the date of execution of this Amendment One.
3. The City and the County agree to amend Section 1. Services; Fees under this Amendment One by revising the Scope or Services to **add** the work as follows:
  - a. City requests additional roads to be paved for a total length of 3.281 miles, as depicted in Exhibit “A” (the “Work”).
  - b. City shall reimburse the County for the additional Work actually completed and measured (estimated amount equal to \$626,767.37), to be paid to the County after June 30, 2026, also as depicted in Exhibit “A”.
4. Except so far as modified by the above items, this Amendment One in no way modifies or changes the scope of work in the original Agreement and tasks that are to be performed under the specifications thereof and the original Agreement continues in full force and effect.

April 9, 2026

5. All capitalized terms in this Amendment One shall have the same meaning as in the original Agreement except if otherwise noted.
6. This Amendment One may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.
7. Each of the individuals executing this Amendment One on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

WHEREFORE, the Parties having read and understood the terms of this Amendment One, they do hereby agree to such terms by execution of their signatures below.

THIS AMENDMENT WILL BECOME EFFECTIVE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this \_\_\_\_ day of \_\_\_\_\_, 2026.

**City of Woodstock**

**Cherokee County**

\_\_\_\_\_  
By: Michael Caldwell, Mayor

\_\_\_\_\_  
By: Harry B. Johnston, Chairman

Attest: \_\_\_\_\_  
City Clerk (Seal)

Attest: \_\_\_\_\_  
County Clerk (Seal)

Exhibit A (4-8-2026)

Woodstock					
Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS	\$ 31,338.37	\$ 31,338.37
210-0200	SHOULDER BUILDING	0.000	MI	\$ 19,500.00	\$ -
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	0	TN	\$ 180.00	\$ -
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	0	TN	\$ 135.00	\$ -
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	3,652	TN	\$ 120.00	\$ 438,240.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	0	TN	\$ 125.00	\$ -
413-0750	TACK COAT	4,203	GAL	\$ 5.00	\$ 21,015.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL & H LIME	0	TN	\$ 150.00	\$ -
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	42,017	SY	\$ 3.00	\$ 126,051.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	0	SY	\$ 3.00	\$ -
611-8050a	ADJUST MANHOLE WITH RISER	5	EA	\$ 400.00	\$ 2,000.00
611-8050b	ADJUST MANHOLE WITH CONCRETE COLLAR	0	EA	\$ 2,350.00	\$ -
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	1	EA	\$ 3,850.00	\$ 3,850.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	0	EA	\$ 110.00	\$ -
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	8	EA	\$ 100.00	\$ 800.00
653-0210	THERMOPLASTIC PVMT MARKING, WORD, TP 1	0	EA	\$ 175.00	\$ -
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	50	LF	\$ 10.00	\$ 500.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	430	LF	\$ 3.00	\$ 1,290.00
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	619	LF	\$ 1.00	\$ 619.00
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	317	LF	\$ 1.00	\$ 317.00
653-2611	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN WHITE	43	GLF	\$ 1.00	\$ 43.00
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	0	SY	\$ 8.00	\$ -
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	88	SY	\$ 8.00	\$ 704.00

<b>Cost Estimate</b>	<b>\$ 626,767.37</b>
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## 2026 Resurfacing - Woodstock

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Roadway Length (MI)	4" Mill & Patch	Pave (mm)	Milling (IN)	Inlay (IN)	Asphalt					Milling		Adjustments		Striping									
										Paving Width (LF)	Roadway (SY)	Turn Lanes or Additional Cul-de-sacs (SY)	Total (SY)	9.5 mm (#/SY)	9.5 mm (TN)	Tack (GAL)	1.5" (SY)	Manhole (EA)	Traffic Loops (EA)	6" White Solid (LF)	6" Yellow Solid (LF)	6" White Skips (GLF)	8" White (FL)	24" white (LF)	Yellow (SY)	Type 2 Arrows (EA)		
	Park View	Stoneforest Dr (Entrance)	Towne Lake Pkwy	120 Stoneforest Dr	0.150		9.5	1.5	1.5	60	5,280		5,280	165	457	528	5,280			1	80			14	430	10	88	4
	Park View	Stoneforest Dr	120 Stoneforest Dr	Cul-de-sac	0.440		9.5	1.5	1.5	20	5,163		5,163	165	447	516	5,163				212	57	2					
	Park View	Parkridge Dr	Stoneforest Dr	Cul-de-sac	0.166		9.5	1.5	1.5	20	1,948		1,948	165	169	195	1,948				144	156	13		10		3	
	Park View	Parkview Pl	Stoneforest Dr	Cul-de-sac	0.115		9.5	1.5	1.5	20	1,349		1,349	165	117	135	1,349				36		3		10			
	Park View	Parkview Ct	Parkview Pl	Cul-de-sac	0.057		9.5	1.5	1.5	20	669		669	165	58	67	669				147	104	11		10		1	
	Park View	Parkstone Ln	Stoneforest Dr	Cul-de-sac	0.243		9.5	1.5	1.5	20	2,851		2,851	165	247	285	2,851								10			
	Driftwood Forest	Randy Ct	Driftwood Ln	Cul-de-sac	0.070		9.5	1.5	1.5	20	821		821	165	71	82	821											
	Driftwood Forest	Cristy Ln	Sabrina Ct	Cul-de-sac	0.130		9.5	1.5	1.5	20	1,525		1,525	165	132	153	1,525											
	Driftwood Forest	Audrey Dr	Rivercrest Dr	Cul-de-sac	0.090		9.5	1.5	1.5	20	1,056		1,056	165	91	106	1,056											
	Driftwood Forest	Ann Ct	Rivercrest Dr	Cul-de-sac	0.140		9.5	1.5	1.5	20	1,643		1,643	165	142	164	1,643											
	Driftwood Forest	Doris Dr	Rivercrest Dr	Sabrina Ct	0.210		9.5	1.5	1.5	20	2,464		2,464	165	213	246	2,464											
	Driftwood Forest	Summer Ct	Sabrina Ct	Cul-de-sac	0.130		9.5	1.5	1.5	20	1,525		1,525	165	132	153	1,525											
	Driftwood Forest	Driftwood Ln	105 Driftwood Ln	Cristy Ln	0.390		9.5	1.5	1.5	20	4,576		4,576	166	399	458	4,576											
	Driftwood Forest	Sabrina Court	Rivercrest Dr	Cul-de-sac	0.950		9.5	1.5	1.5	20	11,147		11,147	167	977	1,115	11,147											
		As Directed																		5								
		<b>Totals</b>			<b>3.281</b>										<b>3,652</b>	<b>4,203</b>	<b>42,017</b>		<b>5</b>	<b>1</b>	<b>619</b>	<b>317</b>	<b>43</b>	<b>430</b>	<b>50</b>	<b>88</b>	<b>8</b>	

PS Paved Shoulder  
P PROFILE MILL  
T TRANSITION MILL  
Manhole quantities are for inventory purposes only.  
**MUST BE FIELD VERIFIED for adjustments prior to paving.**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Chris Luly, Special Projects

**ITEM TYPE:** Contracts, Agreements, Leases

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Agreement with Georgia Northeastern Railroad Company LLC for Preliminary Engineering Services related to the Haney Road Extension Project**

**SUGGESTED ACTION:** Request for approval to enter into an agreement with Georgia Northeastern Railroad Company LLC for preliminary engineering services associated with a proposed new roadway crossing (Haney Road Extension). Under the agreement, the railroad will perform preliminary engineering, develop cost estimates, and review layouts. The City will provide a deposit of \$30,000.00 and reimburse the Railroad for all actual costs incurred, with provisions for additional payments or refunds depending on final expenses.

**ATTACHMENTS:**

[GNRR - Haney Rd - PE Agreement 20260130.pdf](#)

## **AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES**

THIS AGREEMENT, effective this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **Georgia Northeastern Railroad Company LLC, a Delaware limited liability company**, with its corporate address at 10752 Deerwood Park Blvd., Suite 300, Jacksonville, Florida 32256, hereinafter called the “Railroad”; and **City of Woodstock** a Political Subdivision of the State of Georgia, with an address of 12453 Highway 92, Woodstock, GA 30188, hereinafter referred to as “Proponent”; and individually, hereinafter referred to as “Party,” and collectively, as “Parties.”

NOW, THEREFORE, in consideration of the premises, and the promises and conditions hereinafter set forth, the Parties hereto agree as follows.

### **1. The Project and Work.**

The Proponent has stated its intention to proceed initially with a project for a new public grade crossing at Haney Road, (hereinafter referred to as “the Project”). The Proponent has requested that the Railroad conduct preliminary engineering services, develop cost estimates and review preliminary layouts in connection with the Project. Any of the Railroad’s work (whether performed directly by Railroad or by others they contract with) associated with such services is called the “Work” in this Agreement. The Railroad is agreeable to complying with the Proponent’s request, subject to the terms and conditions of this Agreement.

### **2. Payment and Deposit for Work.**

The Proponent authorizes the Railroad to proceed with the Work relating to the Project. The Proponent shall pay and reimburse the Railroad for all actual Cost that Railroad incurs in performing such Work. On the date of execution of this Agreement, the Proponent tenders to Railroad a deposit in the amount \$30,000 (hereinafter, this is referred to as the “Deposit”). The

Railroad will apply the Deposit to the total Cost of the Work. If the Deposit is insufficient to pay for the actual Cost of the Work, Railroad will notify the Proponent of the estimated or actual shortfall and the Proponent within ten (10) days shall pay that additional amount to the Railroad. Railroad is not required to proceed with the Work until the additional payment for the Work is received. If the Deposit and any additional payment for the Work exceeds the actual Cost of the Work, Railroad will either refund the overage or apply it to the Cost of future Railroad work associated with the Project after the preliminary services are performed, at the Proponent's election.

3. "Cost" as used herein means all costs and expenses of labor, supplies, travel and material incurred for or in connection with the Railroad's performance of the Work, including, without limitation, direct and indirect labor additives, delivery charges, and Railroad's additives and overhead, as such are in effect on the date Railroad prepares its estimates or final billing.

4. If the Proponent elects to go forward with the Project after these preliminary services are performed, Railroad and Proponent agree to enter into the separate Agreement for the construction and maintenance of the project and other activities, identified as the Crossing License and Maintenance Agreement.

**For Railroad:**

By: Georgia Northeastern Railroad Company LLC, a Delaware limited liability company

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Proponent:**

By: City of Woodstock

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 11, 2026

**SUBMITTED BY:** Martyn Detz, Finance Department

**ITEM TYPE:** Budget Approval/Amendment

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve MAJBA JE 21174 - To Recognize Sale of Fixed Asset Proceeds & Fund Chambers Roof Project and Various Equipment Purchases**

**SUGGESTED ACTION:** Request for approval of MAJBA JE 21174 which recognizes sale of fixed asset proceeds and funds the purchase of various equipment and partial roof replacement at the Chambers building.

**ATTACHMENTS:**  
[MAJBA JE 21174 - 1510 Recognize Proceeds from Sale of Fixed Assets & Fund Chambers Roof Prj & Various Equip.pdf](#)

**City of Woodstock, GA  
Major Budget Amendment**

**Name of Department** 1510 Finance  
**Budget Amendment #** MAJBA JE 21174

**Explanation of Request**

To accelerate and fund replacement of a portion of the roof at the Chambers building and accelerate various equipment purchases. This major budget amendment is to recognize revenue related to the disposal of assets and fund these projects/purchases.

ACCOUNT NUMBER	ACCOUNT NAME	DEBIT	CREDIT
101-1335-531610-00	Minor Equipment	\$ 2,000.00	
101-1335-531610-00	Minor Equipment	\$ 300.00	
101-1535-531610-00	Minor Equipment	\$ 1,750.00	
101-1535-531610-00	Minor Equipment	\$ 6,638.00	
101-1535-531610-00	Minor Equipment	\$ 1,500.00	
101-1535-531610-01	Minor Equipment - Tech	\$ 1,500.00	
101-1535-531610-01	Minor Equipment - Tech	\$ 1,500.00	
101-1535-531610-01	Minor Equipment - Tech	\$ 2,000.00	
101-1535-531610-01	Minor Equipment - Tech	\$ 1,200.00	
101-1535-531610-01	Minor Equipment - Tech	\$ 1,600.00	
101-3210-531610-00	Minor Equipment	\$ 5,000.00	
101-3210-531610-00	Minor Equipment	\$ 3,112.00	
101-3210-531610-00	Minor Equipment	\$ 5,700.00	
350-4121-541310-00-CHROOF	Chambers Roof	\$ 37,000.00	
101-1510-392110-00	Sale of Fixed Assets		\$ 70,800.00
101-9999-636000-00	Transfer Out - CPF	\$ 37,000.00	
350-1599-391010-00	Transfer In - GF		\$ 37,000.00
<b>TOTALS</b>		<b>\$ 107,800.00</b>	<b>\$ 107,800.00</b>

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Robyn Adams, City Clerk

**ITEM TYPE:** Ordinance 1st or 2nd Reading

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Adopt Ordinance No. 2026-009 Amending Chapter 34, Article III Adding Section 34-74 Relating to Defense of Actions (2nd Reading & Final Vote)**

**SUGGESTED ACTION:** Request for approval to adopt Ordinance No. 2026-009 amending Chapter 34 Personnel, Article III Compensation of the City Code to add Section 34-74 relating to the Defense of Actions arising out of the performance of duties; to provide definitions, procedures, and limitations as identified in the ordinance. The first reading of this ordinance was heard at the April 27, 2026 Council Meeting. This will serve as the second reading and final vote.

**ATTACHMENTS:**  
[Ordinance\\_2026-009 Defense of Actions 5.11.26.pdf](#)

**ORDINANCE NO. 2026-009**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, TO AMEND CHAPTER 34 OF THE CODE OF ORDINANCES TO ADD SECTION 34-74 RELATING TO THE DEFENSE OF ACTIONS ARISING OUT OF THE PERFORMANCE OF DUTIES; TO PROVIDE FOR DEFINITIONS, PROCEDURES, AND LIMITATIONS**

**WHEREAS**, the City of Woodstock, Georgia (“City”) is a municipality duly formed and existing pursuant to Georgia law; and

**WHEREAS**, the 1983 Constitution of the State of Georgia provides for the self-government of municipalities without the necessity of action by the General Assembly; and

**WHEREAS**, the City of Woodstock Georgia has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs and local government for which no provision has been made by general laws or which are expressly allowed by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

**WHEREAS**, In accordance with O.C.G.A. § 45-9-21, as part of the compensation and terms of employment, the City shall undertake to defend civil, criminal or quasi-criminal actions brought or maintained against the City’s elected officials, appointees, and employees arising out of the performance of their official duties or in any way connected therewith; and

**WHEREAS**, the Mayor and Council find it necessary and appropriate to clarify the scope of such defense, establish procedures for requesting representation, and ensure alignment with state law and municipal best practices; and

**WHEREAS**, the Mayor and Council desire to add Sec. 34-74 of the Code of Ordinances to provide clear definitions, procedural safeguards, and limitations on the City’s obligations.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the City of Woodstock, Georgia, and it is hereby ordained by the authority of the same, as follows:

**CHAPTER 34 – PERSONNEL - SECTION 34-74. DEFENSE OF ACTIONS ARISING OUT OF PERFORMANCE OF DUTIES**

Section 34-74 of the Code of Ordinances of the City of Woodstock, Georgia, is hereby added to read as follows:

**Sec. 34-74. - Defense of Actions Arising Out of Performance of Duties.**

**(a) Definitions.** For purposes of this section:

1. **Covered Individual** means any elected official, appointee, or employee of the City, including former officials or employees for acts occurring during their service.
2. **Scope of Duties** means actions undertaken in good faith within the course and scope of the individual’s assigned job responsibilities or official authority, including discretionary acts,

but excluding conduct that is willful, malicious, fraudulent, or undertaken for personal gain.

3. **Defense** means legal representation provided by the City Attorney or by outside counsel approved by the City.

**(b) Criminal or Quasi-Criminal Actions.** In accordance with O.C.G.A. § 45-9-21, the City shall provide a Defense to any Covered Individual in criminal or quasi-criminal actions arising out of the performance of their duties, provided the conduct at issue appears to fall within the Scope of Duties. This subsection shall not apply to any person charged with a criminal offense involving theft, embezzlement, fraud, or similar offenses relating to City property or funds. If such charges are dismissed with prejudice or the Covered Individual is acquitted, the City may reimburse reasonable defense costs.

**(c) Civil Actions.** In accordance with O.C.G.A. § 45-9-21, as part of the compensation and terms of employment, the City shall provide a Defense to any Covered Individual to include the City's elected officials, appointees, and employees in civil actions arising out of the performance of their duties or in any way connected thereto, provided the conduct at issue appears to fall within the Scope of Duties. The City may defend both official-capacity and individual-capacity claims to the extent permitted by law.

**(d) Control of Defense; Conflicts of Interest.**

1. The City Attorney shall control the Defense unless a conflict of interest exists.
2. If a conflict exists between the City and the Covered Individual, the City may authorize independent counsel at City expense, subject to reasonable rate and billing requirements.
3. A Covered Individual may not select their own attorney at City expense without prior written approval.

**(e) Costs and Expenses.** The City may expend state, federal, or local funds to effectuate this section, including but not limited to reasonable attorney's fees, court costs, deposition expenses, witness fees, compensation and other necessary litigation expenses.

**(f) Cooperation Requirement.** As a condition of receiving a Defense or reimbursement, the Covered Individual must fully cooperate with the City and its counsel, including providing truthful information, attending meetings, and participating in the Defense as reasonably requested.

**(g) Insurance Coverage.** If the City maintains liability insurance applicable to the claim, such coverage shall be primary to the extent permitted by the policy. The City Attorney shall tender the claim to the insurer and coordinate the Defense in accordance with policy terms.

**(h) No Waiver of Immunity.** Nothing in this section shall be construed as a waiver of any immunity, defense, or limitation of liability available to the City or any Covered Individual under state or federal law, including sovereign immunity, official immunity, or qualified immunity.

**SO ORDAINED**, this 11<sup>th</sup> day of May, 2026.

**FIRST READING:** April 27, 2026

**SECOND READING & ADOPTION:** May 11, 2026

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Michael Caldwell, Mayor  
City of Woodstock, Georgia

ATTEST:

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Robyn Adams, City Clerk  
City of Woodstock, Georgia

REVIEWED FOR LEGAL CONTENT

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S. Jeffrey Rusbridge, City Attorney  
Dyer Rusbridge Argo, P.C.

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Robyn Adams, City Clerk

**ITEM TYPE:** Ordinance 1st or 2nd Reading

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Adopt Ordinance No. 2026-010 Amending Chapter 2, Article I Adding Section 2-6 Relating to Service of Process (2nd Reading & Final Vote)**

**SUGGESTED ACTION:** Request for approval to adopt Ordinance No. 2026-010 amending Chapter 2 Administration, Article I In General, of the City Code to add Section 2-6 relating to the Service of Process as identified in the ordinance. The first reading of this ordinance was held at the April 27, 2026 Council Meeting. This will serve as the second reading and final vote.

**ATTACHMENTS:**

[Ordinance\\_2026-010 Service of Process 5.11.26.pdf](#)

**ORDINANCE NO. 2026-010**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, TO AMEND THE CODE OF ORDINANCES, CHAPTER 2 ADMINISTRATION, BY ADDING SECTION 2-6 RELATING TO SERVICE OF PROCESS.**

**WHEREAS**, the City of Woodstock, Georgia (“City”) is a municipality duly formed and existing pursuant to Georgia law; and

**WHEREAS**, the 1983 Constitution of the State of Georgia provides for the self-government of municipalities without the necessity of action by the General Assembly; and

**WHEREAS**, the City of Woodstock Georgia has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs and local government for which no provision has been made by general laws or which are expressly allowed by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

**WHEREAS**, the Mayor and Council find it necessary to clarify the officials authorized to accept service of process on behalf of the City; and

**WHEREAS**, the Mayor and Council desire to add Section 2-6 of the Code of Ordinances to ensure proper and consistent procedures for service of Summons and Complaints asserting claims against the City;

**NOW, THEREFORE**, the Mayor and Council of the City of Woodstock, Georgia, hereby ordain as follows:

**CHAPTER 2 – ADMINISTRATION - SECTION 2-6. SERVICE OF PROCESS**

Section 2-6 of the Code of Ordinances of the City of Woodstock, Georgia, is hereby added to read as follows:

**Sec. 2-6. - Service of Process.**

Service of any Summons and Complaint asserting a claim against the City shall be affected by delivering a copy of the Summons together with a copy of the Complaint to one of the following authorized officials: the City Attorney, the Mayor, the City Manager, the City Clerk, or the Deputy City Manager. Delivery to any other individual, office, or department shall not constitute valid service upon the City. This section does not apply to the submission of open records requests or ante litem notices.

**SO ORDAINED**, this 11<sup>th</sup> day of May, 2026.

**FIRST READING:** April 27, 2026

**SECOND READING & ADOPTION:** May 11, 2026

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Michael Caldwell, Mayor  
City of Woodstock, Georgia

ATTEST:

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Robyn Adams, City Clerk  
City of Woodstock, Georgia

REVIEWED FOR LEGAL CONTENT

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S. Jeffrey Rusbridge, City Attorney  
Dyer Rusbridge Argo, P.C.

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Melissa Sigmund, Community Development

**ITEM TYPE:** Ordinance 1st or 2nd Reading

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Adopt Ordinance No. 2026-011 Amending Chapter 30, Article III - Special Events (2nd Reading & Final Vote)**

**SUGGESTED ACTION:** Request for approval of Ordinance No. 2026-011 amending Chapter 30 - Offenses and Miscellaneous Provisions, Article III Special Events of the City Code to provide for revised provisions for special events. Proposed changes are shown in the redline document included in the agenda packet. The first reading of this ordinance was heard at the April 27, 2026 Council Meeting. This will serve as the second reading and final vote.

**ATTACHMENTS:**  
[Special Events Ordinance.pdf](#)

**ORDINANCE 2026-011**

**AN ORDINANCE AMENDING CHAPTER 30 – OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE III – SPECIAL EVENTS – OF THE CODE OF WOODSTOCK, GEORGIA, TO PROVIDE FOR REVISED PROVISIONS FOR SPECIAL EVENTS**

**WHEREAS**, the City of Woodstock, Georgia (hereinafter sometimes referred to as the “City”) is a municipality duly formed and existing pursuant to Georgia Law; and

**WHEREAS**, the 1983 Constitution of the State of Georgia provides for the self-government of municipalities without the necessity of action by the Georgia General Assembly; and

**WHEREAS**, the City of Woodstock, Georgia has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs, and local government for which no provision has been made by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

**WHEREAS**, the City Council of the City of Woodstock, Georgia desires to amend Chapter 30 of the Code of Woodstock, Georgia as set forth herein.

**NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF WOODSTOCK HEREBY DECLARE, by the lawful authority vested in them as follows:**

**Section 1.** That Chapter 30 – Offenses and Miscellaneous Provisions, Article 3 – Special Events; Sec. 30-77 and Section 30-96 are hereby repealed, and replaced as follows:

**Sec. 30-77. Definitions.**

*Downtown Woodstock* means the area approved in the Downtown Entertainment District Map, found in Chapter 4, Section 4-105.

*Nonprofit organization or group* means any entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, any entity incorporated under Chapter 3 of Title 14 of the Georgia Nonprofit Corporation Code, or a sponsored organization of a public or private elementary or secondary school in the State, with a physical address in the County.

*Parades, marches, and processions* means a group or number of people or vehicles, or the combination thereof, consisting of five or more vehicles or ten or more persons or a combination of three or more vehicles and five or more persons, proceeding or moving in a body or in concert along the streets.

*Road race* means any race on public rights-of-way that require the closing of such rights-of-way or otherwise impedes the flow of normal traffic.

*Special events.*

- (1) The term "special event" means: any organized activity, assembly, or gathering held on public or private property that, due to its nature, scope, operations, or

location, will: (1) affect the ordinary use of city facilities, including parks, plazas, streets, sidewalks, trails, or other city-owned property; or (2) impact the delivery of public safety services, including police, fire, EMS, or other city services.

- (2) Special events include, but are not limited to, celebrations, concerts, demonstrations, fairs, festivals, parades, parties, protests, rallies, races, tours, or walks. Special events do not include private gatherings or commercial activities that do not make use of the streets or facilities beyond their ordinary or routine use. Garages sales, lawn sales, rummage sales, flea market sales, or any similar casual sale of tangible personal property are not included.
- (3) For carnivals, please see Chapter 24, Article VIII.

*Special events permit* means the permit required by this Article for a special event.

*Weekend* means the period from Saturday morning to Sunday evening.

**Sec. 30-96. Penalties for offenses; misrepresentation.**

- (a) No person shall conduct, organize, promote, or sponsor a special event with knowledge that a permit was not obtained.
- (b) No person shall knowingly attend or participate in a special event for which a permit was not obtained; provided that no person shall be in violation of this section unless first given an order to disperse or cease such activity and an opportunity to do so.
- (c) Any violation of this section shall, upon conviction, be punishable as a misdemeanor as provided by this Code. Each day such violation is committed or permitted to continue shall constitute a separate offense.
- (d) If, at the discretion of the City Manager or his or her designee, the City has to provide additional personnel due to the applicant misrepresenting facts on the application, or failure to provide agreed-upon private security/staffing, or for any other just and lawful reason and for protection of public safety, it shall be at the sole expense of the applicant.

**Section 3.** Should any provisions of this Ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The Mayor and Council hereby declare that it would have passed this Ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one of more subsections, sentences, clauses or phrases may be declared illegal, invalid, or unconstitutional.

**Section 4.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026

First Reading Date: April 27, 2026

Second Reading Date: May 11, 2026

Final Adoption Date: May 11, 2026

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MICHAEL CALDWELL, MAYOR  
CITY OF WOODSTOCK, GEORGIA

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ROBYN ADAMS, CLERK  
CITY OF WOODSTOCK, GEORGIA

REVIEWED FOR LEGAL CONTENT

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JEFF RUSBRIDGE, CITY ATTORNEY  
CITY ATTORNEY

# Item Cover Page

## CITY COUNCIL AGENDA ITEM REPORT

**DATE:** May 11, 2026

**SUBMITTED BY:** Chris Luly, Special Projects

**ITEM TYPE:** Contracts, Agreements, Leases

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Contract with GDOT for Acquisition of Right-of-Way State-Aid or Federal-Aid Project (Ridgewalk DDI)**

**SUGGESTED ACTION:** Request for approval of a contract with the Georgia Department of Transportation for acquisition of right of way for the Ridgewalk Diverging Diamond Interchange project.

**ATTACHMENTS:**  
[PI 0019632 City of Woodstock Reimbursable ROW Agreement.pdf](#)

**CONTRACT FOR ACQUISITION OF RIGHT-OF-WAY  
STATE-AID OR FEDERAL-AID PROJECT  
Reimbursable**

**PROJECT: N/A  
LOCAL GOVERNMENT: WOODSTOCK  
FEDERAL/STATE ROUTE: I-575  
P.I. NO.: 0019632**

**STATE OF GEORGIA  
CHEROKEE COUNTY**

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by and between the **GEORGIA DEPARTMENT OF TRANSPORTATION** (hereinafter called the **DEPARTMENT**) and the **CITY OF WOODSTOCK, a political subdivision of the State of Georgia** (hereinafter called the **LOCAL GOVERNMENT**).

- CFDA # 20.205 Highway Plan and Construction Cluster**
- CFDA # 20.219 Recreation Trails Program**

**WITNESSETH THAT:**

**WHEREAS**, the **DEPARTMENT** and the **LOCAL GOVERNMENT** propose to let to construction the above indicated project located **I-575 @ CS 698/RIDGEWALK PKWY**, with the cost of the right-of-way being distributed between the **LOCAL GOVERNMENT** and the **DEPARTMENT** as hereinafter specified; and

**WHEREAS**, rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed; and

**WHEREAS**, rights of way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right-of-way; and

**WHEREAS**, rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT'S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT'S** name; and

**WHEREAS**, rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT'S** name and remain in the **LOCAL GOVERNMENT'S** name; and

**WHEREAS**, the **DEPARTMENT** is authorized to enter into this contract with the **LOCAL GOVERNMENT** by virtue of Section 32-2-2(a) of the Official Code of Georgia Annotated; and

**WHEREAS**, the **LOCAL GOVERNMENT** is authorized to enter into this contract by virtue of Sections 32-3-3(e), 32-4-41(6), 32-4-42, 32-4-61 and 32-5-25 of the Official Code of Georgia Annotated and by a certain resolution of the City Council, adopted the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; and

**WHEREAS**, said rights of way are to be acquired by **LOCAL GOVERNMENT** in accordance with certain specified requirements of the Federal-Aid Highway Act of 1970, as amended, and regulations of the **DEPARTMENT** in order for the construction cost of said project to be eligible for State or Federal participation.

**NOW, THEREFORE**, in consideration of Ten (\$10.00) Dollars in hand paid to the **LOCAL GOVERNMENT**, the receipt of which is hereby acknowledged, and the mutual promises and covenants hereinafter set out, the **DEPARTMENT** and the **LOCAL GOVERNMENT** agree as follows:

#### **ITEM I**

The **PROJECT** Detailed ROW Cost Estimate as prepared by the **LOCAL GOVERNMENT** estimated that the **PROJECT** Right-of-Way cost is **One Million Five Hundred Ninety Thousand DOLLARS and No CENTS (\$1,590,000.00)**. The maximum amount which the **DEPARTMENT** shall be obligated to reimburse the **LOCAL GOVERNMENT** for eligible reimbursable right-of-way costs is up to **One Million Two Hundred Seventy-Two Thousand DOLLARS and No CENTS (\$1,272,000.00)**, which represents the Maximum Federal Participation of the costs of the **PROJECT** for eligible right-of-way costs. Reimbursable right-of way-costs includes land and improvement costs and other costs as specified in 23 CFR 710.203(b). It is also agreed that the **LOCAL GOVERNMENT**'s Participation/Match of the Right-of-Way cost of the **PROJECT** is **Three Hundred Eighteen Thousand DOLLARS and No CENTS (\$318,000.00)**.

The obligation of the **DEPARTMENT** to reimburse the **LOCAL GOVERNMENT** is expressly limited to the amount of funds remitted to the **DEPARTMENT** by the **FHWA**. In the event the funds made available to the **DEPARTMENT** by the **FHWA** are insufficient for the Project, the **DEPARTMENT**'s reimbursement obligations shall not exceed the availability of such **FHWA** funds, and the **DEPARTMENT** shall have the right at its sole discretion to terminate this agreement immediately upon notice to the **LOCAL GOVERNMENT** without further obligation of the **DEPARTMENT**. If the total dollar amount of the reimbursable costs is more than the estimated Right-of-Way **PROJECT** cost set forth in the Detailed ROW Cost Estimate, the **DEPARTMENT** shall have no obligation for any actual reimbursable costs that exceed the maximum amount provided for herein.

Rights of way lying on a designated state or federal route (on-system) are to be acquired in the **DEPARTMENT**'S name by the **LOCAL GOVERNMENT** when closed by deed. Rights of

way lying on a designated state or federal route (on-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT’S** name and then transferred to the **DEPARTMENT** by quit claim deed after the condemnation is complete and after the **LOCAL GOVERNMENT** has full and final possession of the right-of-way. Rights of way lying on a non-designated state or federal route (off-system) are to be acquired in the **LOCAL GOVERNMENT’S** name by the **LOCAL GOVERNMENT** when closed by deed and remain in the **LOCAL GOVERNMENT’S** name. Rights of way lying on a non-designated state or federal route (off-system) requiring condemnation are to be condemned in the **LOCAL GOVERNMENT’S** name and remain in the **LOCAL GOVERNMENT’S** name.

Reimbursement of acquisition costs will be eligible after completion of the following: all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the project. Further, before any reimbursement of costs occurs, the **LOCAL GOVERNMENT** shall certify in writing to the **DEPARTMENT** that title to all parcels has been acquired and that all property management, all demolition and all relocation have been completed. Said certification will include a statement that “All parcels are vacant and immediately available for construction purposes”.

Each valuation and damage expert utilized on this project must be selected from the **DEPARTMENT’S** “Approved Appraiser List”. The **DEPARTMENT** shall review and approve each selection prior to the **LOCAL GOVERNMENT** contracting with the appraiser. All appraisals will be submitted to the **DEPARTMENT** for review, for approval and to establish fair market value prior to negotiations.

The **LOCAL GOVERNMENT** is responsible for properly flagging, staking, and marking all required right-of-way and all required easement (temporary or permanent) surveyed boundary lines **PRIOR** to the appraiser inspecting and appraising the property and **PRIOR** to the on-site Negotiation Agent meeting with the property owner to review the required right-of-way and/or required easement(s).

Except as specified in **ITEM V** of this contract, all counter offers, administrative settlements and legal settlements authority above the fair market value must be reviewed and approved by the **DEPARTMENT** if the **LOCAL GOVERNMENT** desires that the **DEPARTMENT** participate in any increased settlement agreement above the fair market value. It is understood and agreed that the **DEPARTMENT** may participate in a court directed award above the fair market value subject to the availability of funds identified for the project. The **DEPARTMENT** will not be required to participate in any such award increase that is not supported by a court order. It is further agreed between the parties that the **DEPARTMENT** shall be the final arbiter of whether an increase in an award or expense will be reimbursable to the **LOCAL GOVERNMENT**.

## **ITEM II**

The **LOCAL GOVERNMENT** shall ensure at the time of closing that the current, approved deed or easement document reflects the latest revised or current required right of way description and/or easement(s) description.

The **LOCAL GOVERNMENT** will be responsible for the preparation of deeds, legal descriptions, and plats. The **LOCAL GOVERNMENT** will provide its own legal counsel associated with acquiring properties by deed.

The **LOCAL GOVERNMENT**, or its designated representative, will prepare all Condemnation Petitions in the name of the **LOCAL GOVERNMENT** and will provide all legal counsel and/or litigation associated with acquiring properties through condemnation.

After receipt of the approved and accepted certification from the **LOCAL GOVERNMENT** to the **DEPARTMENT** and where after all acquired parcels on designated state or federal routes, whether by deed or by condemnation, have been executed, quitclaimed, transferred in name from the **LOCAL GOVERNMENT** and recorded in the name of the **DEPARTMENT**, the **DEPARTMENT** will reimburse the **LOCAL GOVERNMENT** pursuant to **ITEM III** herein.

### **ITEM III**

Invoices for eligible reimbursable right-of-way costs in **ITEM I** will be paid to the **LOCAL GOVERNMENT** at eighty percent (80%). **The procedure for reimbursement is as follows:**

All files and reimbursement requests shall be directed to the District Local Government Right-of-way Coordinator (**DLGC**) in the **Cartersville District Office**. All reimbursement matters shall first be reviewed at the District Level in accordance with current guidelines and policies. Reimbursement to **LOCAL GOVERNMENT** will be issued from the **General Office in Atlanta** following receipt of all approved documents and the accepted and approved **LOCAL GOVERNMENT ROW** certification.

**One (1) electronic copy of the following items shall be included for each parcel and activity cost to be reimbursed:**

- 1) **Reimbursement of eligible costs associated with properties acquired by deed or easement:**
  - a) **Recorded Deed or Easement;**
  - b) **Copy of the Approved Option;**
  - c) **Executed Closing Statement;**
  - d) **Copy of approved Review Appraisers Report (Form 532);**
  - e) **DETAILED COST ESTIMATE ONLY IF NFS; and**
  - f) **Approved Administrative Settlement Analysis (if applicable)**
  
- 2) **Reimbursement of eligible costs associated with properties acquired through condemnation:**
  - a) **Copy of the filed, recorded Condemnation Petition with identified docket number;**

- b) Copy of receipt for monies deposited into court;
- c) Copy of Quitclaim Deed from LOCAL GOVERNMENT to DEPARTMENT for on-system only; and
- d) Approved Settlement Authority Request (if applicable)

**3) Reimbursement of eligible property management costs:**

- a) Copy of verifiable and detailed invoice from the contractor and receipt for payment from the LOCAL GOVERNMENT and any fee contractors employed by the LOCAL GOVERNMENT for Property Management activities.

**4) Reimbursement of eligible relocation costs:**

- a) Copy of Relocation Payment Checks;
- b) Copy of Executed Relocation Claim Forms; and
- c) Copy of the Approval Authorization of Payment Amount

**5) Reimbursement for any other cost(s) as specified in 23 CFR 710.203(b), but not specifically listed above, must include an invoice and any other supporting documentation as may be requested by the DEPARTMENT.**

**Any deviation from or change in the above-described procedure must be approved by the State Right-of-way Administrator in the Atlanta General Office.**

**ITEM IV**

The LOCAL GOVERNMENT will ensure that the demolition and removal in their entirety of all buildings, walls, fences, gates, underground storage tanks, other hazardous materials, signs, or any other improvements and structures of any nature or description, lying wholly or partially situated within the right-of-way and/or easement area, whether surface or subsurface shall be conducted in accordance with and pursuant to any and all pertinent state and federal laws, regulations and procedures, including but not limited to all current laws, regulations and procedures of the U.S. Environmental Protection Agency and the Georgia Environmental Protection Division.

Any demolition and removal shall be in accordance with procedures approved by the DEPARTMENT. The DEPARTMENT will not remove any improvements or structures as clearing and grubbing items.

Any and all contaminated properties will require the DEPARTMENT's approval before being acquired by the LOCAL GOVERNMENT.

**ITEM V**

The **LOCAL GOVERNMENT** has the authority to approve a counteroffer or an administrative settlement up to \$20,000 or 10% above the approved Fair Market Value. On legal settlement authority for condemned parcels, the **LOCAL GOVERNMENT** authority level is 20% or \$20,000, whichever is greater. All other counter offers, administrative settlements and legal settlement authority on condemned parcels must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased cost. Any modification whatsoever or any special provision included as an agreement to any document must first be approved and appropriately accepted by the **DEPARTMENT**. The DLGC in the Cartersville District Office will function as the **LOCAL GOVERNMENT** liaison with the **DEPARTMENT**. All counter offers, check requests, and any matters to be considered for agreement will be submitted through the DLGC.

Once a determination has been made by the General Office, the DLGC will notify the **LOCAL GOVERNMENT**, in writing, of either approval or rejection of the submitted proposal.

The **DEPARTMENT** will not participate in any portion of a counter proposal which is closed prior to **DEPARTMENT** review, approval and acceptance.

#### **ITEM VI**

During the life of this contract and prior to completion of the construction work and final acceptance of the project by the **DEPARTMENT**, the **LOCAL GOVERNMENT** agrees not to use convict labor in any way on the project.

#### **ITEM VII**

Once the environmental clearance is obtained and the right of way plans are approved, but **prior to right of way authorization, the LOCAL GOVERNMENT can begin pre-acquisition activities**. However, acquisition activities including the making of offers cannot be made until the following has been completed: an acceptable project cost estimate has been submitted, reviewed and approved; right of way funds have been authorized in accordance with 23 CFR Part 710; and, the **DEPARTMENT** has issued a Notice to Proceed for ROW to the **LOCAL GOVERNMENT** for any eligible, reimbursable right of way acquisition activities.

The **LOCAL GOVERNMENT** agrees to defend itself from and against any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of Rights of Way by deed or condemnation.

#### **ITEM VIII**

The **LOCAL GOVERNMENT** will, as required by law, proceed within fifteen (15) days after being notified by the **DEPARTMENT** to acquire the rights of way for said project free of all encumbrances by gift, deed, easements or condemnation in accordance with the approved plans.

#### **ITEM IX**

The **LOCAL GOVERNMENT** will, in the right-of-way acquisition procedure, observe and comply with Title 49 Code of Federal Regulations Part 24; Title 23 Code of Federal Regulations Part 710; Georgia Laws 1972, p. 931, as amended; and, in accordance with the requirements as outlined in the Relocation Assistance Manual prepared by the **DEPARTMENT**. The **LOCAL GOVERNMENT** will be responsible for making payments to owners as required under this procedure for any incidental expenses for the transfer of real property for rights of way purposes and any other moving and relocation expenses as required under the law and determined to be proper by the **DEPARTMENT**. Appeals of relocation assistance benefits will be submitted to the **DEPARTMENT** for review. Response to an appeal will be the responsibility of the **DEPARTMENT**. The **LOCAL GOVERNMENT** will, in their acquisition of the right-of-way, comply with the procedures set forth in Attachment No. 1 - Memorandum of Instructions, attached hereto. During the performance of this contract, the **LOCAL GOVERNMENT** will also comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in State Aid or Federally-assisted programs of said Department in accordance with the stipulations as indicated under APPENDIX A and APPENDIX E of Attachment No. 2, attached hereto.

The **LOCAL GOVERNMENT** shall also comply with all provisions as set forth in Attachment No. 2 - The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances, DOT Order No. 1050.2A, attached hereto, inclusive of APPENDIX A, APPENDIX B, APPENDIX C, APPENDIX D, and APPENDIX E of Attachment No. 2.

#### **ITEM X**

Where determined to be desirable, **LOCAL GOVERNMENT** will provide rodent control measures as required by the U. S. Department of Transportation prior to the demolition or removal of improvements located within the right-of-way of the project. The measures employed shall be in accordance with procedures approved by state and local laws and regulations governing rodent control.

#### **ITEM XI**

This Agreement sets forth the entire understanding between the Parties relating to the subject contained herein and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. It is understood that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless evidenced by an amendment to this Agreement signed by both the **DEPARTMENT** and the **LOCAL GOVERNMENT**.

#### **ITEM XII**

The **LOCAL GOVERNMENT** shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs associated with this Agreement and used in support of its activities and shall make such material available at all reasonable times during the period of this Agreement, and for three years from the date of final payment under this Agreement, for inspection by the GDOT, and any reviewing agencies, and copies thereof shall be furnished upon request.

The **LOCAL GOVERNMENT** shall comply with federal administrative procedures in accordance with the requirements of the Uniform Grant Guidance, 2 CFR Part 200, as well as related federal and state regulations and instructions. The **LOCAL GOVERNMENT** will ensure that appropriate corrective action is taken within three months after receipt of any audit for all instances of noncompliance.

### **ITEM XIII**

1. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
2. **TERM OF CONTRACT. UNLESS OTHERWISE AMENDED BY THE MUTUAL WRITTEN AGREEMENT OF THE PARTIES HERETO, THIS CONTRACT WILL EXPIRE NO LATER December 31, 2029.**
3. This Agreement is made and entered into in Fulton County, Georgia, and shall be governed and construed under the laws of the State of Georgia.
4. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
5. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.
6. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
7. The Preamble, Recitals, Exhibits, Addendums and Appendices hereto are a part of this Agreement and are incorporated herein by reference.

**{REMAINDER OF PAGE LEFT INTENTIONALLY BLANK}**

**IN WITNESS WHEREOF**, this instrument has been and is executed on behalf of the **DEPARTMENT** by the Commissioner of the **DEPARTMENT** and on behalf of **LOCAL GOVERNMENT** being duly authorized to do so by the Board of Commissioners.

Executed on Behalf of the  
**GEORGIA DEPARTMENT OF  
TRANSPORTATION**

Executed on Behalf of the **CITY OF  
WOODSTOCK, GEORGIA, a political  
subdivision of the State of Georgia**

**By:**

**By:**

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
MAYOR

This Contract was approved by the  
**LOCAL GOVERNMENT** City Council  
meeting held this the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

ATTEST:

\_\_\_\_\_  
CLERK (SEAL)

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
FEIN

**RESOLUTION OF THE LOCAL GOVERNMENT**

**STATE OF GEORGIA  
CITY OF WOODSTOCK LOCAL GOVERNMENT**

**BE IT RESOLVED** by the **LOCAL GOVERNMENT** City Council and it is hereby resolved that the foregoing attached Agreement, relative to **P.I. 0019632**, be entered into by the **LOCAL GOVERNMENT** City Council, and that the Mayor and City Clerk, be and they are, thereby authorized and directed to execute the same for and on behalf of said City Council.

**PASSED AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
CLERK

BY: \_\_\_\_\_  
WITNESS

**STATE OF GEORGIA  
CHEROKEE COUNTY**

I, \_\_\_\_\_ as Clerk of the **LOCAL GOVERNMENT** City Council do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office and was passed by the **LOCAL GOVERNMENT** City Council.

Witness by hand and official signature, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_  
CLERK (SEAL)

## ATTACHMENT NO. 1

### MEMORANDUM OF INSTRUCTIONS

These instructions are to set forth the procedures necessary for the Political Subdivisions of the State of Georgia to follow when acquiring right-of-way on highway projects where it is proposed to acquire or construct said project with Federal participation for on system projects. On systems projects are those on designated state or federal routes. The Political Subdivision shall make every effort to acquire expeditiously all real property when authorized to proceed.

The Political Subdivision may, when they consider it appropriate, attempt to secure the right-of-way by donation. To assure the property owner is fully informed of his rights, the request for donation must be made in writing and also set forth that they are entitled to full just compensation, if they so desire. A letter prepared by the Department will be made available to use as a guide. If a property owner requests payment of just compensation, the provisions of paragraph one (1) must be followed.

Nothing herein shall be construed to prevent a person whose real property is being acquired from making a gift or donation of such property, or any part thereof, or of any compensation paid therefore, after such person has been fully informed of his right to receive just compensation for the acquisition of his property.

1. At the initiation of negotiations each owner must be fully informed of his right to receive just compensation for the acquisition of his property. In order to assure just compensation is being offered, the following steps must be taken:
  - A) A General Certified Appraiser and other valuation or damage experts, who is on the Department's approved list, must utilize an appropriate valuation method (appraisal/data book/cost estimate) as determined by the Department.
  - B) The appraiser must give the owner or his designated representative an opportunity to accompany him during his inspection of the property. A statement is to be in the report that this opportunity was provided.
  - C) The report must be adequately documented to support the conclusion of the appraiser and shall be prepared in accordance with the guidelines set forth by the Department.
  - D) The Department must review the appraisal and approve in writing the estimated amount of just compensation to be offered to the property owner.
  - E) The offer must be made in writing for the full amount of the aforesaid estimate of just compensation. Where appropriate, the written offer must state separately the amount for the real property being acquired and the amount attributable to damages to the remaining property.
2. No person occupying real property shall be required to move from his home, farm, or business without at least three (3) months written notice or two (2) months written notice from the time of the closing or condemnation.
3. The Department will furnish copies of letters, settlement and disbursements statements and such other forms, as it may deem necessary or desirable.
4. Copies of all letters, forms, deeds and status reports used in the acquisition of Rights of Way for this project must be forwarded to the Department upon request, for future reference.
5. The LOCAL GOVERNMENT will be responsible for determining benefits and preparing relocation assistance packages. Packages must be submitted to the Department for review and approval prior to offers of benefits being made.

6. Any consultant contracted for negotiation services for the acquisition of right-of-way for the LOCAL GOVERNMENT must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA Title 43 Chapter 40 unless identified as an exception under Title 43, Chapter 40 of the Official Code of Georgia Annotated. Said consultant must attend any present and all future mandatory training classes required by the DEPARTMENT.

## APPENDIX “A”

- A. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the regulations), which are herein incorporated by reference and made a part of this contract.
- B. **NONDISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in APPENDIX “B” of the regulations.
- C. **SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitation either by competitive bidding or negotiation made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the regulations relative to nondiscrimination on the grounds or race, color or national origin.
- D. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Department of Transportation, or the Federal Highway Administrative as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the contractor or under the contract until the contractor complies, and/or
  2. Cancellations, termination or suspension of the contract, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The contractor shall include the provisions of Paragraphs “A” through “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the State Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the State Department of Transportation to enter into such a result of such direction, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## ATTACHMENT NO. 2

### **The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination Assurances** **DOT Order No. 1050.2A**

The Georgia Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

#### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding *source*:

"The Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, *use*, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligated the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Georgia Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Georgia Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by Georgia Department of Transportation. You must keep records, reports, and submit the material for review upon request to the Georgia Department of Transportation, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Georgia Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Georgia, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Georgia Department of Transportation  
(Name of Recipient)

by   
(Signature of Authorized Official)

DATED 07/15/20

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration) as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct

as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the GDOT will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with **Title 23 U.S. Code § 107**, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the U.S Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the GDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto GDOT and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the GDOT, its successors and assigns.

The GDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that GDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non- discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the GDOT pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the GDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the GDOT and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by GDOT pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, GDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, GDOT will there upon revert to and vest in and become the absolute property of GDOT and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: PI NUMBER: 0019632

I-575 @ CS 698/RIDGEWALK PKW

Name of Contracting Entity: City of Woodstock

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

**CERTIFICATION OF COMPLIANCE WITH  
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/  
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Chris Luly, Special Projects

**ITEM TYPE:** Contracts, Agreements, Leases

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve Agreement for Professional Services for Dobbs Road at Main Street and Dobbs Road at Arnold Mill Road Roundabouts**

**SUGGESTED ACTION:** Request for approval of an agreement with Kimley-Horn and Associates, Inc. for providing professional roadway and transportation engineering services for the Dobbs Road at Main Street roundabout and Dobbs Road at Arnold Mill Road roundabout. Roundabout concept plans for each intersection were shared in a March 2026 Work Session presentation. This agreement is for services to advance these projects from the conceptual design phase to preliminary, final design and limited construction phase services.

**ATTACHMENTS:**  
[2026 04 12\\_Dobbs Rd RABs Combined\\_KH Proposal\\_KH Draft Signed.pdf](#)



April 17, 2026

Coty Thigpen  
City of Woodstock, Georgia  
12453 Highway 92  
Woodstock, GA 30188

**Re: Letter Agreement for Professional Services for  
Dobbs Road at Main Street & Dobbs Road at Arnold Mill Road Roundabouts**

Dear Mrs. Thigpen

**Kimley-Horn and Associates, Inc.** (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to the **City of Woodstock, Georgia** (“Client” or “City”) for providing professional roadway and transportation engineering services for the Dobbs Road at Main Street Roundabout & Dobbs Road at Arnold Mill Road Roundabout (“Project”) in Woodstock, GA. These engineering services will be provided to advance the conceptual geometry developed in the previous letter proposal and if authorized prepare preliminary, final design, and limited construction phase services for the above referenced Project.

### **Project Understanding**

Kimley-Horn understands the Client would like to engage Kimley-Horn to advance the two (2) concepts developed from a previous task order. The two (2) concepts consist of:

- Converting the existing two-way stop-controlled intersection of Dobbs Road at Main Street to a single lane compact roundabout.
- Converting the existing one-way stop-controlled intersection of Dobbs Road at Arnold Mill Road to a single lane compact roundabout.

The concepts were developed to accommodate two (2) future developments in proximity to the intersections. The Client is seeking the advancement of the concept geometry to 60% design to determine limits of right-of-way and easement acquisition. If authorized, Kimley-Horn will advance the 60% design to final 100% design construction documentation and provide limited construction phase services.

Kimley-Horn will obtain the services of **Davis Engineering & Survey (DES)** for topographic survey services for the two (2) subject intersections. Kimley-Horn will review the survey deliverable before proceeding with design.

### **Scope of Services:**

The tasks are comprised of professional design services aimed at advancing the conceptual

geometry developed in the previous letter proposals using CAD software. Kimley-Horn will provide the services specifically set forth below and additional services “if authorized”:

Our scope of services, fee, and schedule are as follows:

## **Task 1A – Project Management**

Kimley-Horn will provide the following meetings for the projects as outlined:

- Monthly Progress Meetings
  - Representatives from Kimley-Horn, up to two (2), will attend monthly up to one (1) hour virtual meetings to discuss progress for both intersection projects for the duration of the task order term and until final sealed plan acceptance by the City has occurred.

Kimley-Horn will provide monthly project schedule updates, and monthly invoicing for the project.

## **Task 1B – Data Collection**

DES will field-collect a Topographic Survey (two-foot contour interval) of the project area of both intersections. DES’s scope of work is shown below:

DES will collect drone LiDAR topographic data on the areas shown on the KMZ file provided by Kimley-Horn on 04/10/2026 to produce a topographic map with data at 2-foot intervals. Field check shots will be collected, as needed, to supplement and check the lidar topo data. Data will be detailed on the plat and may be exported in CAD file format for later use, if requested.

Limits of Survey are shown below:

Dobbs Rd at Main St.

Dobbs Rd at Arnold Mill Rd.



Kimley-Horn will review and perform one (1) field walk verification of the survey deliverable provided by DES. The field walk will be performed to verify existing infrastructure and validate the survey deliverable.

Kimley-Horn will perform a desktop-level environmental screening of the project boundaries, utilizing readily available resources and databases. These resources will be used to identify potential environmental constraints and issues of concern for each project. Kimley-Horn will perform a site visit and provide a brief overview memorandum of findings.

Kimley-Horn will hold one (1) Kickoff Meeting with the City to discuss the project design schedule, utility coordination, development team(s) coordination, construction phasing, agency/developer review policies, and responsibilities for each agency. Up to two (2) Kimley-Horn staff will attend the Kickoff meeting.

#### Task 1A-1B Deliverables List:

- Meeting Minutes
- Monthly schedule updates and invoices
- DES Topographic Survey Database
- Environmental Desktop Screening Memo
- Kickoff Meeting Minutes

#### **Task 2 – Dobbs/Main & Dobbs/Arnold Mill 60% Preliminary Design**

Upon receipt of the Task 1 deliverables, acceptance, and approval of the City administered pavement design method, Kimley-Horn will begin preliminary design of the project to 60% design plan completion. The intent of the 60% design is to determine the limits of construction and determine right-of-way and easement boundaries. Kimley-Horn proposes developing two (2) separate construction document packages for the two (2) intersections. Specific design components will consist of:

- Cover Sheet
- Index
- General Notes
- Typical Sections
- Summary of Quantities
- Construction Layout (Alignment(s))
- Mainline Plans
- Mainline Profiles
- Sideroad Profiles
- Driveway Locations and Profiles
- Special Grading
- Drainage Area Map
- Drainage Profiles (if needed)
- Earthwork Cross Sections

- Existing Utility Plans
- Lighting Plans
  - Preliminary light pole location and details
- Signing and Marking Plans
- Retaining Wall Envelopes
- Retaining Wall Plans
- Preliminary Landscaping Plans
- Preliminary Erosion Control Plans Best Management Practice BMP
  - It is anticipated that improvements will not disturb more than one (1) acre, at each intersection, and a Notice of Intent (NOI) and full permit EPD plans will not be required. Preliminary submittal will only include 54 series.
- Preliminary Right of Way Plans
- Special Construction Details
- All CAD/DGN files

Kimley-Horn will coordinate the first of a two-phase utility submittal with the City.

- Kimley-Horn will coordinate with utility contacts and provide the cover and plan sheets highlighting the area of disturbance to utility owners. Utility owners will have sixty (60) days to provide facility locations and location verifications.

Once 60% plans are completed, Kimley-Horn will submit the plans and engineer's opinion of probable construction costs (OPCCs). Representatives from Kimley-Horn will attend one (1) combined meeting for both projects, to review the City's comments. Kimley-Horn will also provide formal responses to the City's comments within two (2) weeks of receiving the comments

This task includes one (1) meeting with two (2) Kimley-Horn staff:

- One (1) meeting to discuss reasonable comments from the City for both intersection design packages.

Kimley-Horn will provide comment responses to the City and confirm comment resolution with the agency before proceeding to Task 3.

#### Task 2 Deliverables List:

- 1<sup>st</sup> Utility Submittal (for both intersections)
- 60% Plans Packages (for both intersections)
- Roundabout design check packages (for both intersections)
- Engineer's Opinion of Probable Construction Costs (OPCCs) (for both intersections)
- 60% Review Comment Responses (for both intersections)

## **Task 3 – Final Sealed Plans (If Authorized)**

Kimley-Horn will revise the design plans per the 60% comment responses and will provide these revised plans to utility owners as a 2nd utility submittal. Utility owners will verify conflicts and provide necessary relocations and quantities.

- Cover Sheet
- Index
- General Notes
- Typical Sections
- Summary of Quantities
- Construction Layout (Alignment(s))
- Mainline Plans
- Mainline Profiles
- Sideroad Profiles
- Driveway Locations and Profiles
- Special Grading
- Drainage Area Map
- Drainage Profiles (if needed)
- Earthwork Cross Sections
- Existing Utility Plans
- Utility Relocation Plans (provided by others)
- Lighting Plans & Details
  - Wire schedule and final details
- Signing and Marking Plans
- Landscaping/Tree Protection Plans
- Retaining Wall Envelopes
- Retaining Wall Plans
- Preliminary Erosion Control Plans Best Management Practice (BMP)
  - It is anticipated that improvements will not disturb more than one (1) acre and a Notice of Intent (NOI) and full permit EPD plans will not be required.
- Special Construction Details
- Final Right of Way Plans
- All CAD/DGN files

Kimley-Horn will coordinate a 2nd utility submittal with the City.

- Kimley-Horn will revise 60% submittal plans, per comments received from the City, and submit updated plans to utility contacts to finalize locations and provide relocation plans and cost estimates.



- Kimley-Horn will coordinate with utility contacts and provide utility owners forty-five (45) days to provide utility relocation plans to be inserted into contract plans for each intersection.

Once final plans are completed, Kimley-Horn will submit the plans and engineer's OPCC to the City for review. Representatives from Kimley-Horn will attend one (1) meeting, to review the City's comments. Kimley-Horn will also provide formal responses to City comments within two (2) weeks of receiving the comments

This task includes one (1) combined meeting for both projects with up to two (2) Kimley-Horn staff:

- One (1) meeting to discuss both intersection design packages and reasonable comments from the City

Kimley-Horn anticipates that up to two (2) rounds, for each intersection, of reasonable right-of-way revisions will be required due to City coordination with the development and effected property owners.

Once final contract plans are completed, Kimley-Horn will provide professional seal by registered professional engineer in Georgia and submit electronically to the City and up to two (2) 11x17 hard copies of the plans may be requested, for each intersection design package.

Task 3 Deliverables List (if authorized):

- Two (2) - 2<sup>nd</sup> Utility Submission (for both intersections)
- Right-of-Way Revisions (for both intersections)
- Final Plans Submittal (for both intersections)
- Final Plan Review Responses to City (for both intersections)
- Engineer's Final OPCC (for both intersections)
- Contract Sealed Plans Submittal (for both intersections)

**Task 4 – Limited Bid Administration and Construction Services (If Authorized)**

Kimley-Horn will provide the following services for limited bid administration and construction services, for both intersections.

Kimley-Horn will prepare and issue up to two (2) addenda or modifications for both construction document packages during the bidding process.

Kimley-Horn will review and evaluate submittals of materials, for both construction document packages, proposed by Contractor in accordance with the Contract Documents. The scope includes up to five (5) submittals per intersection.

Kimley-Horn will respond up to ten (10) requests for information (RFIs), per intersection, from the Contractor regarding the interpretation of the design, conflicting field conditions, or minor modifications in the construction of the Work.



Kimley-Horn will attend up to one (1) preconstruction meeting, per intersection, with the selected contractors. Up to one (1) Kimley-Horn representative will attend each.

Kimley-Horn will review and provide comments for the bid tabulation and recommendation of selected contractor, per intersection.

Kimley-Horn will provide up to four (4) site visits for construction observation and photo documentation to observe the progress of work at both intersections.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, or techniques selected by Contractor, and safety at the site. Kimley-Horn will not be responsible for acts or omissions of the Contractor or any of its subcontractors, suppliers, or vendors. The Contractor is responsible for providing notes of all field changes. Kimley-Horn does not guarantee Contractor's performance.

#### **Deliverables:**

Deliverables are as described in the scope of services above.

#### **Schedule**

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule after receiving an executed agreement and notice to proceed.

#### **Information Provided by Client**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the Project, including but not limited to the following:

- Geotechnical reports or preferred pavement design from the development design team
- Existing survey topographic database from development
- Development Plans and Concepts
- Utility owner information
- Stakeholders contact information
  - Chattahoochee Technical College
  - 4Ever Young Med Spa & Wellness Center
  - Additional directly affected property owners
  - Utility Owner Contacts

## **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Property and Topographical surveys beyond proposed scope
- Environmental documentation beyond proposed scope
- Subconsultant Services beyond proposed scope
- Public Meetings/Public Involvement
- Attendance at meetings beyond proposed scope
- Value Engineering Studies/Services
- Landscape Architecture Services beyond proposed scope
- Bid Phase Services beyond proposed scope
- Limited Construction Phase Services beyond proposed scope
- Submittals not specified
- Agency coordination not specified
- Right-of-way cost estimation or acquisition services
- Utility coordination or design services beyond proposed scope
- Construction documentation
- Pavement design per GDOT small project model

## **Fees and Expenses:**

Kimley-Horn will perform the services of Task 1-4 described herein on a labor fee plus expense bases with the not-to-exceed fee of **\$316,000.00**. Included below is a breakdown of fee per task. Where applicable, the Not To Exceed Fee consists of a budgeted effort (number of hours) as stated within the Scope of Services. The Client will be notified, and an amendment agreed upon in the event that additional effort will be required.

Task 1A – Project Management	\$ 25,000.00
Task 1B* - Data Collection	\$ 21,000.00
Task 2 – Dobbs/Main & Dobbs/Arnold Mill 60% Preliminary Design	\$160,000.00
<b>Total Not-to-Exceed Fee</b>	<b>\$206,000.00</b>
<i>*Sub-contractor fee</i>	

## **If Authorized Tasks**

Task 3 – Final Sealed Plans and Right of Way Plans	\$ 70,000.00
Task 4 – Limited Bid Administration and Construction Services	\$ 40,000.00
<b>Additional if Authorized Not-to-Exceed Fee</b>	<b>\$110,000.00</b>

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.



Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



**Closure:**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Woodstock, Georgia.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

Adam Gomez, P.E.

**KIMLEY-HORN AND ASSOCIATES, INC.**

Eric Gunderson  
Vice President

Adam Gomez  
Project Manager

**CITY OF WOODSTOCK, GEORGIA**

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment – Standard Provisions

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement ("Services"). Any services that are not set forth in the scope of Services described herein will constitute additional services ("Additional Services"). If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
  - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
  - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. The Client will remit all payments electronically to:

Account Name: KIMLEY-HORN AND ASSOCIATES, INC.  
Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104  
Account Number: 2073089159554  
ABA#: 121000248
  - c. The Client will send the project number, invoice number and other remittance information by e-mail to [payments@kimley-horn.com](mailto:payments@kimley-horn.com) at the time of payment.
  - d. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
  - e. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - f. If Kimley-Horn initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.

Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

- g. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Deliverables.** All documents, data, and other deliverables prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's deliverables, or any reuse of the deliverables without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for Client pursuant to the Agreement and use of such deliverables is governed by section 5 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys' fees, or damages whatsoever arising out of or in any way related to the services

under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
  - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to

augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
  
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Brian Stockton, Economic Development

**ITEM TYPE:** License Approval

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Approve License Agreement for Dumpster Enclosure with Rreal Tacos, LLC**

**SUGGESTED ACTION:** Request for approval of the attached license agreement allowing Rreal Tacos, LLC to build a dumpster enclosure on city-owned property behind their location.

**ATTACHMENTS:**  
[REVOCABLE DUMPSTER LICENSE AGREEMENT \(AA edit 05.04.26\).pdf](#)

## REVOCABLE DUMPSTER LICENSE AGREEMENT

This Revocable Dumpster License Agreement (the “**Agreement**”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between City of Woodstock, Georgia (“**Licensor**”), and Rreal Tacos Woodstock, LLC (“**Licensee**”). Licensor and Licensee may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Licensor is the owner of certain real property located at 8534 Main Street, Woodstock, Georgia 30188, as more particularly described in “**Exhibit A**” (“**Licensor Property**”).

WHEREAS, Licensee operates a business on property adjacent to the Licensor Property.

WHEREAS, Licensee has requested permission to place one dumpster (including dumpster pad, enclosure, and dumpster) and related waste collection equipment on a limited portion of the Licensor Property (“**Dumpster**”).

WHEREAS, Licensor is willing to permit such use solely as a revocable license, subject to the terms of this Agreement.

### **1. Grant of Revocable License**

**1.1 Limited License.** Subject to this Agreement, Licensor grants to Licensee a personal, non-exclusive, temporary, and fully revocable license to place and use one Dumpster only within the area shown on “**Exhibit B**” (the “**Licensed Area**”), solely for the collection of ordinary non-hazardous business waste generated by Licensee at Rreal Tacos, Woodstock, Georgia.

**1.2 No Property Interest.** This Agreement creates a license only. It does not create a lease, easement, tenancy, possessory right, covenant, or any other estate or interest in real property. Licensee acknowledges that it has no right to exclusive possession of the Licensed Area.

**1.3 Personal Right Only.** The license granted under this Agreement is personal to Licensee and may not be assigned, delegated, transferred, pledged, sublicensed, or otherwise conveyed, whether voluntarily, involuntarily, by operation of law, merger, sale of assets, change in control, or otherwise, without Licensor’s prior written consent, which may be withheld in Licensor’s sole discretion.

**1.4 No Recordation.** Licensee shall not record this Agreement or any memorandum, notice, affidavit, or other document relating to this Agreement in the real property records.

### **2. Term; Revocation; Immediate Termination**

**2.1 Term.** The term begins on the date this Agreement is executed by all Parties and continues on a month-to-month basis until revoked or terminated as provided in this Agreement.

**2.2 Revocation for Any Reason.** Licensor may revoke this license at any time, with or without cause, in Licensor's sole and absolute discretion, by giving Licensee thirty (30) days' written notice.

**2.3 Immediate Revocation.** Licensor may revoke this license immediately upon written notice, or oral notice followed by written confirmation, if Licensor determines, in its sole discretion, that: (a) Licensee has breached this Agreement; (b) the Dumpster or its use creates or may create a nuisance, unsanitary condition, safety hazard, security concern, environmental concern, or legal noncompliance; (c) the Dumpster interferes, or may interfere, with Licensor's use, redevelopment, repair, leasing, sale, financing, parking, deliveries, traffic flow, utilities, drainage, or operations; (d) the Dumpster adversely affects Licensor's insurance, lender requirements, tenant rights, or governmental compliance; (e) the Dumpster is damaged, leaking, overflowing, unsecured, or improperly maintained; or (f) Licensor desires to use the Licensed Area for any other purpose.

**2.4 Termination by Licensee.** Licensee may terminate this Agreement upon fifteen (15) days' prior written notice, provided that Licensee remains responsible for all obligations accruing before and after termination, including removal, restoration, indemnity, and reimbursement obligations.

**2.5 No Vested Rights.** Licensee acknowledges that it is relying on a revocable privilege only and assumes the risk that this Agreement may be terminated on short notice or immediately.

### **3. Permitted Use; Strict Restrictions**

**3.1 Permitted Use Only.** The Dumpster may be used solely for ordinary dry, non-hazardous solid waste generated by Licensee's business operations.

**3.2 Prohibited Materials.** Licensee shall not place, store, dispose of, or permit in or around the Dumpster any: (a) hazardous substances or hazardous waste; (b) regulated medical waste; (c) chemicals, oils, fuels, solvents, paints, pesticides, or corrosive materials; (d) flammable, explosive, or reactive materials; (e) sludge, liquids, grease, or wastewater; (f) asbestos-containing materials; (g) radioactive materials; (h) biohazardous materials; (i) tires, batteries, refrigerants, electronics, or special waste requiring separate disposal; or (j) any material prohibited by law, ordinance, permit, or hauler requirements.

**3.3 No Overflow or Accumulation.** Licensee shall keep the Dumpster enclosure doors closed and secured when not in active use and shall not permit overflow, loose trash, odor, liquid leakage, staining, pest infestation, scavenging, or accumulation of debris in or around the Licensed Area.

**3.4 No Other Use.** Licensee shall not use the Licensed Area for storage of pallets, boxes, equipment, grease containers, compactors, recycling bins, construction debris, or any other personal property unless specifically approved in writing by Licensor.

**3.5 Hours and Access.** Licensor may impose restrictions on delivery, servicing, pickup times, access routes, truck size, and hours of use. Licensee shall comply with all such restrictions as modified by Licensor from time to time.

**3.6 No Interference.** Licensee shall not interfere with Licensor's tenants, invitees, employees, customers, contractors, deliveries, parking, traffic flow, ingress, egress, or sight lines.

#### **4. Licensor Control; Rules; Relocation**

**4.1 Rules and Regulations.** Licensee shall comply with any rules, procedures, site requirements, security requirements, and operational directives established by Licensor from time to time in Licensor's sole discretion.

**4.2 Inspection Rights.** Licensor and Licensor's agents may enter the Licensed Area at any time, without prior notice, to inspect the Dumpster, the condition of the Licensed Area, and Licensee's compliance with this Agreement.

**4.3 Relocation.** Licensor may require Licensee to relocate the Dumpster to another location on the Licensor Property at any time upon notice that Licensor deems reasonable under the circumstances, or immediately in an emergency. All relocation costs shall be borne solely by Licensee.

**4.4 Temporary Removal.** Licensor may require temporary removal of the Dumpster for paving, repairs, maintenance, construction, events, utility work, inspections, lender requirements, tenant requirements, or any other reason determined by Licensor. All costs and delays associated with such temporary removal shall be borne by Licensee.

#### **5. Charges**

**5.1 Annual License.** Licensee shall pay Licensor \$100 annually for the use of Licensor's Property. The first payment shall be due upon the execution of this Agreement by both parties and thereafter on the annual anniversary of the full execution of this Agreement by both parties.

**5.2 Charges.** Licensee shall reimburse Licensor, within five (5) days after demand, for all costs, expenses, and damages incurred by Licensor in connection with Licensee's use of the Licensed Area or any breach of this Agreement, including cleanup, repairs, removal, restoration, environmental response costs, administrative costs, and attorneys' fees.

#### **6. Delivery, Installation, Maintenance, and Removal**

**6.1 Approval of Dumpster and Hauler.** The Dumpster size, type, appearance, color, lid type, enclosure, screening, and servicing company are subject to Licensor's prior written approval through Licensor's normal development review process, which may be withheld or conditioned in Licensor's sole discretion.

**6.2 Protective Measures.** At Licensor's request, Licensee shall install and maintain, at Licensee's sole cost, protective measures such as pads, bollards, wheel stops, screening, fencing, spill containment, or other improvements required by Licensor.

**6.3 Condition.** Licensee shall keep the Dumpster and Licensed Area in a clean, sanitary, safe, sightly, leak-free, and well-maintained condition at all times.

**6.4 Servicing.** Licensee shall cause the Dumpster to be emptied as frequently as necessary to prevent overflow, odor, leakage, infestation, or nuisance, and in any event at the frequency reasonably required by Licensor.

**6.5 Removal at End of Term.** Upon expiration, revocation, or termination of this Agreement, or upon Licensor's earlier demand, Licensee shall immediately cease use of the Licensed Area and, within twenty four (24) hours, remove the Dumpster and, unless Licensor requests for Licensee to leave the dumpster enclosure and pad on Licensor's Property, all related items and restore the Licensed Area and any affected portions of the Licensor Property to the condition existing before Licensee's use, ordinary wear excluded only to the extent approved by Licensor. In the event that Licensor requests for Licensee to leave the dumpster enclosure and pad, Licensee shall transfer to Licensor all ownership interests it may have in the dumpster enclosure and pad.

**6.6 Failure to Remove.** If Licensee fails to timely remove the Dumpster or restore the Licensed Area, Licensor may do so without liability to Licensee, and Licensee shall reimburse Licensor on demand for all resulting costs, including hauling, disposal, labor, repairs, storage, and administrative costs.

## **7. Compliance with Law; No Licensor Representation**

**7.1 Compliance.** Licensee shall, at its sole cost, comply with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, codes, permit requirements, zoning requirements, fire code requirements, health and sanitation requirements, environmental laws, private restrictions, and insurance requirements relating to the Dumpster and Licensee's use of the Licensed Area.

**7.2 Permits.** Licensee shall obtain and maintain all permits, licenses, approvals, and consents required for the placement, use, servicing, screening, or enclosure of the Dumpster.

**7.3 No Representation or Warranty.** Licensor makes no representation or warranty of any kind, express or implied, regarding the Licensed Area, including its suitability, legality, accessibility, condition, drainage, weight-bearing capacity, compliance status, or fitness for Licensee's intended use.

**7.4 As-Is Condition.** The Licensed Area is licensed strictly on an "as is," "where is," and "with all faults" basis.

## **8. Risk; Release; Waiver of Claims**

**8.1 Risk Assumed by Licensee.** Licensee assumes all risk of loss, theft, vandalism, damage, contamination, casualty, injury, and business interruption arising from or relating to the Dumpster, its contents, and Licensee's use of the Licensed Area.

**8.2 Release.** To the fullest extent permitted by law, Licensee releases Licensor and Licensor's members, managers, officers, directors, shareholders, employees, agents, contractors, tenants, mortgagees, and property managers from any and all claims, losses, damages, liabilities, and causes of action arising from or related to the condition of the Licensed Area or Licensee's use of the Licensed Area, except to the extent finally determined by a court of competent jurisdiction to have resulted solely from Licensor's willful misconduct.

**8.3 No Duty to Protect.** Licensor shall have no duty to secure, monitor, maintain, repair, light, patrol, or otherwise protect the Dumpster, its contents, or the Licensed Area for the benefit of Licensee.

## **9. Insurance**

**9.1 Required Coverage.** At all times during the term and any holdover period, Licensee shall maintain, at its sole cost: (a) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate; (b) business automobile liability insurance with limits of not less than \$1,000,000 combined single limit; (c) workers' compensation insurance as required by law; (d) employer's liability insurance of not less than \$1,000,000; and (e) umbrella or excess liability insurance of not less than \$3,000,000.

**9.2 Additional Insureds.** Licensor shall be named as additional insured on the liability and umbrella policies.

**9.3 Primary and Non-Contributory.** Such insurance shall be primary and non-contributory with respect to any insurance maintained by Licensor.

**9.4 Waiver of Subrogation.** Licensee shall cause its insurers to waive all rights of subrogation against the Licensor parties.

**9.5 Evidence of Insurance.** Before placing the Dumpster on the Licensor Property, and thereafter upon renewal, Licensee shall provide certificates of insurance and endorsements reasonably satisfactory to Licensor. Failure to maintain or provide evidence of insurance is an immediate default.

## **10. Indemnity**

**10.1 Broad Indemnity.** To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless Licensor and Licensor's members, managers, officers, directors, shareholders, employees, agents, contractors, tenants, property manager, mortgagees, successors, and assigns (collectively, the "**Licensor Indemnified Parties**") from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, judgments, fines, penalties, liens, costs, and expenses, including attorneys' fees, expert fees, court costs, and environmental response costs, arising out of or related to: (a) the Dumpster or its contents; (b) the placement, servicing, use, maintenance, relocation, or removal of the Dumpster; (c) Licensee's use of the Licensed Area; (d) any act or omission of Licensee or its employees, agents, contractors, invitees, customers, or waste

hauler; (e) any breach of this Agreement; (f) any injury to persons or damage to property occurring in or about the Licensed Area in connection with Licensee's use; and (g) any actual or alleged release, discharge, disposal, migration, or presence of hazardous or prohibited materials by or through Licensee, except to the extent finally determined by a court of competent jurisdiction to have been caused solely by the willful misconduct of Licensor.

**10.2 Duty to Defend.** Licensee's duty to defend arises immediately upon written tender by Licensor.

**10.3 Survival.** This Section survives expiration, revocation, or termination of this Agreement indefinitely.

## **11. Environmental Responsibility**

**11.1 Environmental Prohibition.** Licensee shall not cause or permit any spill, leak, discharge, release, or disposal of hazardous or prohibited materials on, under, or about the Licensor Property.

**11.2 Response and Remediation.** If any spill, release, or suspected contamination occurs as a result of Licensee's use of the Licensed Area, Licensee shall immediately notify Licensor and all required governmental authorities and shall, at its sole cost, take all response, containment, cleanup, investigation, monitoring, and remediation measures required by law or reasonably required by Licensor.

**11.3 Licensor Self-Help.** Licensor may, but is not obligated to, take any action Licensor deems necessary to address contamination or threatened contamination. Licensee shall reimburse Licensor on demand for all associated costs.

## **12. Damage; Restoration; Self-Help**

**12.1 Damage Responsibility.** Licensee is responsible for all damage to the Licensor Property arising from or related to the Dumpster, delivery trucks, pickup trucks, overloading, leakage, dragging, servicing, or the acts or omissions of Licensee or its contractors.

**12.2 Restoration Standard.** Licensee shall restore all affected areas, including paving, curbs, striping, drainage, landscaping, fencing, and improvements, to a condition satisfactory to Licensor in Licensor's sole reasonable judgment.

**12.3 Self-Help by Licensor.** If Licensee fails to promptly clean, repair, remove, restore, or otherwise comply with this Agreement, Licensor may, without obligation and without liability, perform such work or cause it to be performed, and Licensee shall reimburse all costs on demand.

**12.4 Emergency Action.** In an emergency or suspected emergency, Licensor may take immediate action without prior notice to Licensee.

## **13. Default; Remedies**

**13.1 Events of Default.** Each of the following is a default by Licensee: (a) failure to pay any sum when due; (b) failure to maintain insurance; (c) any prohibited use or prohibited disposal; (d) any spill, leak, overflow, nuisance, odor, infestation, or sanitation issue; (e) failure to timely remove the Dumpster or restore the Licensed Area; (f) any assignment or transfer prohibited by this Agreement; (g) any violation of law; or (h) any other breach of this Agreement.

**13.2 Cure Period.** No cure period is required unless Licensor elects to provide one in writing. Any cure period granted by Licensor is a courtesy only and does not waive Licensor's right to immediate revocation.

**13.3 Licensor Remedies.** Upon default, Licensor may exercise any one or more of the following remedies, cumulatively and without prejudice to any other rights: (a) revoke this Agreement immediately; (b) enter the Licensed Area and remove or disable the Dumpster; (c) clean, repair, restore, or secure the Licensed Area; (d) recover all damages, costs, fees, charges, and expenses; (e) apply the security deposit; (f) obtain injunctive relief or specific performance; and (g) recover attorneys' fees and expenses incurred in enforcement or collection.

#### **14. Holdover**

**14.1** If Licensee fails to timely remove the Dumpster or continues to use the Licensed Area after revocation or termination, such use shall not create any tenancy or continuing right of use.

**14.2** During any holdover period, Licensee shall pay a holdover fee equal to the greater of: (a) \$100 per day; or (b) three times the monthly license fee, prorated on a daily basis, in addition to all other damages and remedies available to Licensor.

#### **15. Waivers; Jury Trial; Attorneys' Fees**

**15.1 No Waiver.** No waiver by Licensor is effective unless in writing. No failure or delay by Licensor in exercising any right shall operate as a waiver.

**15.2 Attorneys' Fees.** Licensee shall pay all attorneys' fees, court costs, and expenses incurred by Licensor in connection with negotiating enforcement, default, collection, cleanup, removal, restoration, environmental response, or litigation relating to this Agreement.

**15.3 Jury Trial Waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR R6.

#### **Notices**

All notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail return receipt requested, or email, to the addresses below:

#### **If to Licensor:**

City of Woodstock, Georgia  
ATTN : City Manager's Office

12453 Highway 92  
Woodstock, GA 30188  
jmoon@woodstockga.gov

**If to Licensee:**

Michelle Almeida Turner  
VP of Legal & Finance | Corporate Office Leader  
Rreal Hospitality LLC  
227 Sandy Springs Pl, Ste 520  
Atlanta, GA 30328  
michelle@rrealtacos.com

Notice is effective upon receipt, except that email notice is effective only if actually received or acknowledged.

**17. Miscellaneous**

**17.1 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter and supersedes all prior discussions and understandings.

**17.2 Amendment.** This Agreement may be amended only by a written instrument signed by Licensor and Licensee.

**17.3 Severability.** If any provision is unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

**17.4 Governing Law.** This Agreement is governed by the laws of the State of Georgia.

**17.5 Venue.** Any action arising out of or relating to this Agreement shall be brought exclusively in the state courts of Cherokee, Georgia, or, if applicable, the United States District Court for the Northern District of Georgia, and Licensee irrevocably submits to such jurisdiction and venue.

**17.6 Time of the Essence.** Time is of the essence with respect to all obligations of Licensee.

**17.7 Authority.** Each signatory represents that such signatory has full authority to bind the applicable Party.

**17.8 Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seal the day and year first above written.

**LICENSOR:**

City of Woodstock, Georgia

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

Rreal Tacos Woodstock, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**

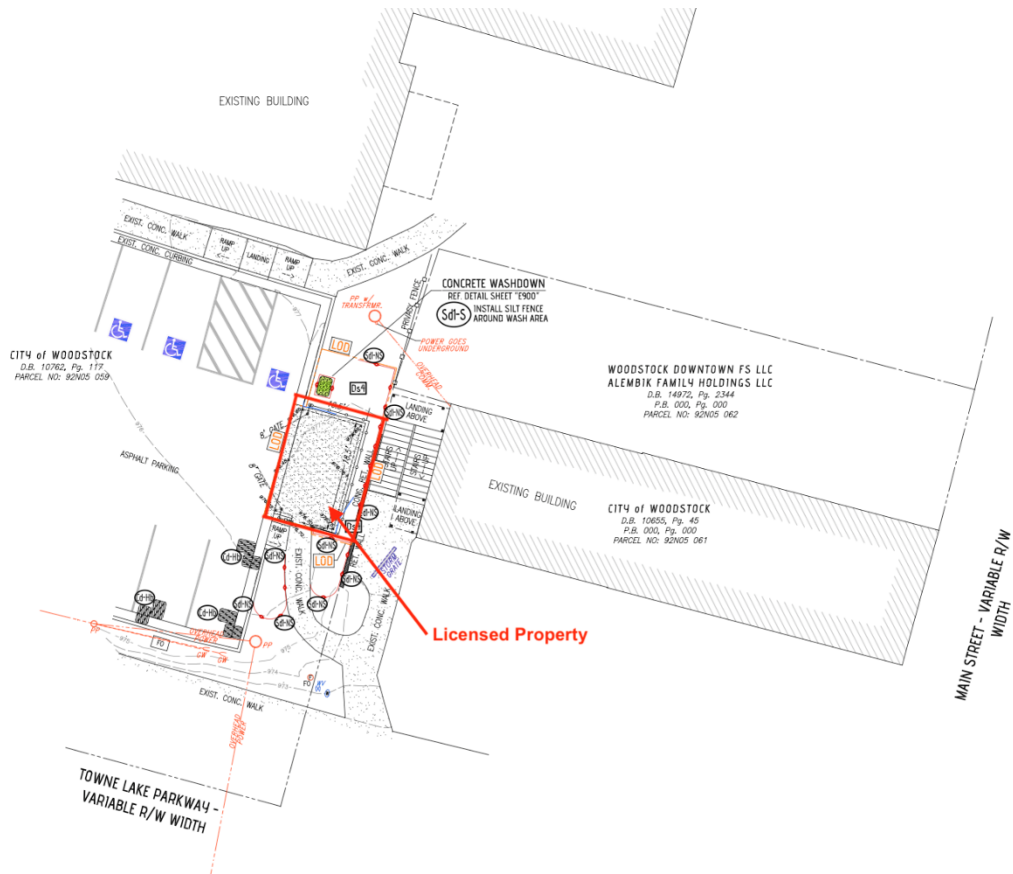
**Licensor Property**

**EXHIBIT "A"**

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 1021 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the southeast corner of a building, located at the corner of the intersection of the northerly right of way of West Church Street (having a 30 foot right of way) and the west right of way of Georgia Highway No. 5 (having a 60 foot right of way); thence north 75 degrees 12 minutes 40 seconds west along the northerly right of way of West Church Street, 91.45 feet to a nail set in the southeast corner of said building and the TRUE POINT OF BEGINNING; thence north 73 degrees 59 minutes 35 seconds west, 52.85 feet to a point; thence north 73 degrees 17 minutes 00 seconds west, 67.65 feet to a point; thence north 73 degrees 57 minutes 30 seconds west 344.25 feet to a point; thence north 74 degrees 45 minutes 40 seconds west 56.00 feet to an iron pin found; thence north 16 degrees 26 minutes 35 seconds east 161.15 feet to an iron pin found; thence north 79 degrees 07 minutes 55 seconds west, 99.97 feet to an iron pin found; thence north 15 degrees 02 minutes 20 seconds east, 57.50 feet to an iron pin found; thence north 04 degrees 48 minutes 30 seconds east 34.45 feet to a 2x6 foot marble monument found; thence south 84 degrees 23 minutes 00 seconds east 317.30 feet to an iron pin found; thence south 25 degrees 03 minutes 30 seconds west 69.30 feet to an iron pin set; thence south 76 degrees 59 minutes 30 seconds east 276.00 feet to an iron pin set; thence south 20 degrees 14 minutes 45 seconds east 60.25 feet to an iron pin set; thence south 75 degrees 15 minutes 35 seconds east 103.00 feet to an iron pin found; thence south 15 degrees 05 minutes 25 seconds west 125.60 feet to the northeast corner of a building located at the corner of the intersection of the northerly right of way of West Church Street and the west right of way of Georgia Highway No. 5 and THE TRUE POINT OF BEGINNING.

**Exhibit "B"**  
**Licensed Property**



# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Katy Leggett, Information Technology

**ITEM TYPE:** Personnel

**AGENDA SECTION:** CONSENT AGENDA

**SUBJECT:** **Reclassification of Deputy Chief Information Officer (PC #153507) to Senior Systems Administrator (PC #153504)**

**SUGGESTED ACTION:** Request for approval to reclassify Deputy Chief Information Officer (PC# 153507), Grade 209 to Senior Systems Administrator (PC#153504), Grade 208, with corresponding salary adjustment, effective May 28, 2026.

**ATTACHMENTS:**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Robyn Adams, City Clerk

**ITEM TYPE:** Minutes

**AGENDA SECTION:** MINUTES APPROVAL

**SUBJECT:** **Consideration of Approval to Adopt Council Meeting Minutes - April 27, 2026**

**SUGGESTED ACTION:**

**ATTACHMENTS:**

**CITY OF**  
**WOODSTOCK**  
**POLICE DEPARTMENT**

**Supervisor Report**

March 2026

Table of Contents

Departmental Updates .....	2
Field Services/Patrol Operations .....	3
NIBRS Reportable Offenses (March) .....	4
NIBRS Reportable Offenses YTD 2026 .....	5
Overall Accident Analysis .....	6
Accident Monthly Comparison Chart .....	7
Accident Monthly Map .....	8
H.E.A.T. & Traffic Unit .....	9
Social Media Engagement Report .....	10
CID and K9 .....	11
Community Outreach Initiatives .....	12
Technical Services and Accreditation .....	13
Training and Recruiting .....	14
Alpha Shift Stats .....	15
Bravo Shift Stats .....	17
Charlie Shift Stats .....	19
Delta Shift Stats .....	21
SOG Stats .....	23

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**Vision Statement**

To be the most professional law enforcement agency in the state of Georgia.

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**Mission Statement**

It is the mission of the Woodstock Police Department to improve public safety by working with the citizens of our city for the advancement of the community we serve, to prevent crime, and to protect the lives and property of our citizens, businesses, and visitors. While doing so, we will always hold ourselves accountable and to the highest ethical and moral standards to maintain public trust.



# Departmental Updates

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## APRIL WORK ANNIVERSARIES

Tiffani Wingfield	15 Years
Joshua Buckner	10 Years
Carlos Martinez	1 Year

## March Guardian Entries

Sophia Mendoza	Officer Reed
A/C Aligood	Cpl. Haile
Det. Godfrey	Det. Mutasa
Sgt. LeCour	Sgt. Hornes

**Woodstock Police Department Monthly Reporting Summary**  
**Field Services/Patrol Operations 2026**

Current Type of Activity	Alpha Watch	Bravo Watch	Charlie Watch	Delta Watch	HEAT	Traffic Unit	Nghd. Services	March	YTD: 2026
Case #'s	114	103	85	118	5	15	1	441	1197
Foot Patrols	231	333	157	248	9	23	-	1,001	3136
Bike Patrols	-	3	-	-	-	-	-	3	28
Suspicious Persons	12	8	30	25	-	-	2	77	265
FI Card	-	-	-	-	-	-	-	-	0
Unoccupied Suspicious Vehicles	1	2	12	3	-	-	2	20	84
Alarms	41	32	15	61	-	-	-	149	418
Open Door	1	3	-	-	-	-	-	4	26
Incident Reports (non crash)	67	60	93	61	4	9	2	296	746
Traffic Crash W/ Injury	2	4	7	-	1	-	-	14	53
Traffic Crash W/O Injury	53	25	13	7	1	-	-	99	254
DUI Arrests	-	-	-	13	13	13	-	39	93
Other Traffic Arrests	3	10	2	3	1	-	-	19	75
Fatality Crashes	-	-	-	-	-	-	-	-	0
Hit and Run Crashes	3	6	2	4	-	-	-	15	40
Traffic Crashes Roadway	37	25	12	7	1	1	-	83	253
Traffic Crashes Private Property	17	11	10	1	1	-	-	40	88
Traffic Citations	62	51	46	29	25	100	-	313	856
Tag Reader Citations	-	4	-	-	-	-	-	-	9
Parking Citations	-	1	-	-	-	-	-	-	6
Traffic Written Warnings	18	17	28	12	4	95	3	177	485
Traffic Verbal Warnings	78	116	134	127	14	5	12	486	1519
Drug Arrests	1	7	10	7	-	2	-	27	82
Fugitive Arrests	3	3	8	-	-	-	1	15	34
Ordinance Citations	-	-	4	-	-	-	-	4	12
D-Runs	1,945	1,647	1,420	1,188	24	-	26	6,250	12879
Courtesy Rides	-	-	-	2	1	-	1	4	18
Other Arrests	1	2	11	2	-	-	-	16	55



# Group A Offense Report

Printed On: 04/03/2026

Beginning Date: 03/01/2026

Ending Date: 03/31/2026

Page 1 of 1

Agency: WOODSTOCK POLICE DEPARTMENT

Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	0	0	NA	0	0.00%	0.00%	0.00
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	1	1	0.00%	0	0.00%	5.26%	2.52
Aggravated Assault	5	5	0.00%	0	0.00%	26.32%	12.62
Simple Assault	6	14	-57.14%	3	50.00%	31.58%	15.15
Intimidation	7	6	16.67%	1	14.29%	36.84%	17.67
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
<b>Crimes Against Persons Total</b>	<b>19</b>	<b>26</b>	<b>-26.92%</b>	<b>4</b>	<b>21.05%</b>	<b>24.36%</b>	<b>47.96</b>
Robbery	0	0	NA	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	0	1	-100.00%	0	0.00%	0.00%	0.00
Larceny/Theft Offenses	21	21	0.00%	4	19.05%	56.76%	53.01
Motor Vehicle Theft	0	0	NA	0	0.00%	0.00%	0.00
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	7	5	40.00%	1	14.29%	18.92%	17.67
Counterfeiting/Forgery	3	0	NA	0	0.00%	8.11%	7.57
Fraud Offense	6	8	-25.00%	0	0.00%	16.22%	15.15
Embezzlement	0	0	NA	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
<b>Crimes Against Property Total</b>	<b>37</b>	<b>35</b>	<b>5.71%</b>	<b>5</b>	<b>13.51%</b>	<b>47.44%</b>	<b>93.4</b>
Drug/Narcotic Violations	14	18	-22.22%	14	100.00%	63.64%	35.34
Drug Equipment Violations	7	3	133.33%	7	100.00%	31.82%	17.67
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	1	0	NA	0	0.00%	4.55%	2.52
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	0	1	-100.00%	0	0.00%	0.00%	0.00
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
<b>Crimes Against Society Total</b>	<b>22</b>	<b>22</b>	<b>0%</b>	<b>21</b>	<b>95.45%</b>	<b>28.21%</b>	<b>55.54</b>
<b>Total Group "A" Offenses</b>	<b>78</b>	<b>83</b>	<b>-6.02%</b>	<b>30</b>	<b>38.46%</b>	<b>100%</b>	<b>196.91</b>



# Year to Date Comparison Report

Beginning Date: 01/01/2026

Ending Date: 03/31/2026

## Analysis of Offense Clearance

Agency: WOODSTOCK POLICE DEPARTMENT

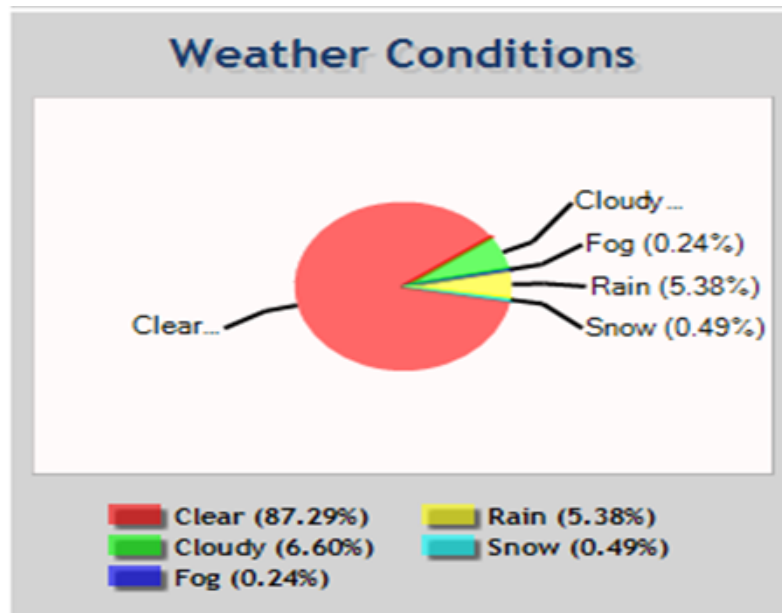
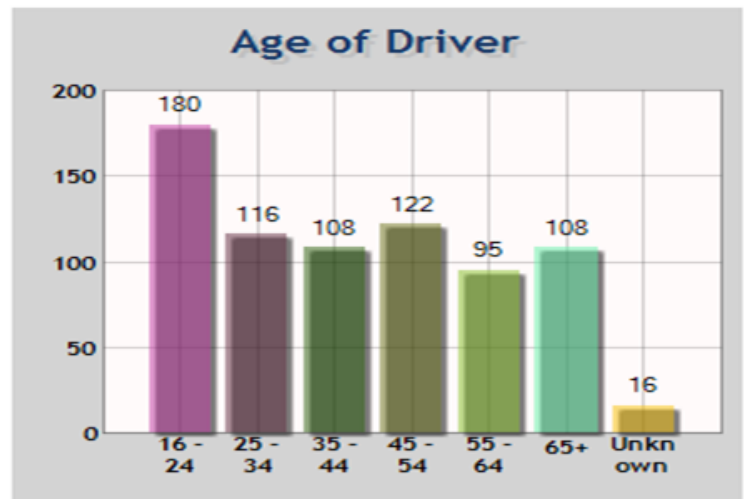
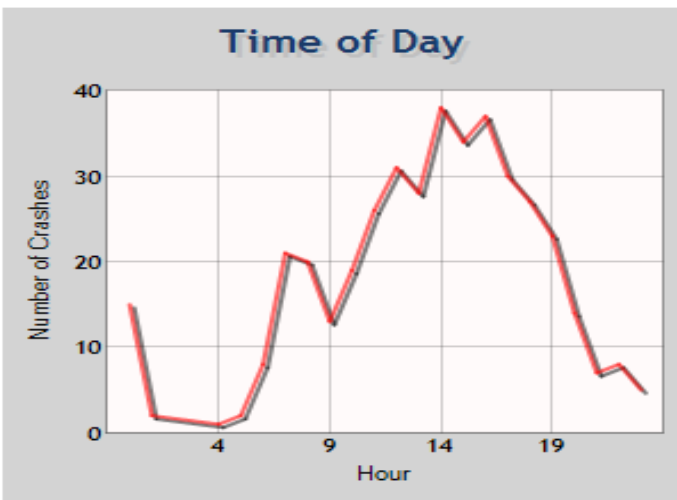
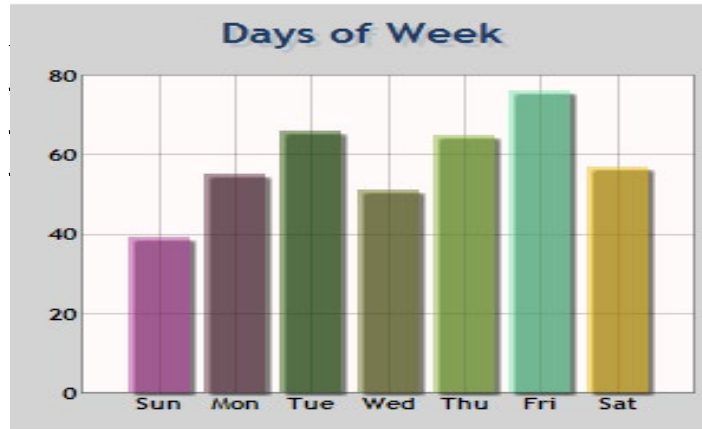
Offense : All

State Totals	This Year to Date						Last Year to Date							
	Classification Of Offense	Reported	Unfounded	Actual	Cleared	Percent Cleared	Juvenile <sup>1</sup>	Reported	Unfounded	Actual	Cleared	Percent Cleared	Juvenile <sup>1</sup>	Percent Actual Change
<b>1. Criminal Homicide, Total</b>	1	0	1		-				0	0		-		0.000
a. Murder	1	0	1		-				0	0		-		0.000
b. Manslaughter*		0	0		-				0	0		-		0.000
<b>2. Forcible Rape, Total</b>		0	0		-				0	0		-		0.000
a. Rape		0	0		-				0	0		-		0.000
b. Attempts to Commit Rape		0	0		-				0	0		-		0.000
<b>3. Robbery, Total</b>	1	0	1	1	100.00%				0	0		-		0.000
a. Firearm	1	0	1	1	100.00%				0	0		-		0.000
b. Knife or Cutting Instrument		0	0		-				0	0		-		0.000
c. Other Weapons		0	0		-				0	0		-		0.000
d. Strong-Arm (Hands, Fists, Feet, Etc.)		0	0		-				0	0		-		0.000
<b>4. Assault - Aggravated, Total</b>	38	0	38	13	34.20%	2	44	0	44	31	70.50%	2	-13.636	
a. Firearm		0	0		-				0	0		-		0.000
b. Knife or Cutting Instrument		0	0		-				0	0		-		0.000
c. Other Weapons	2	0	2		-		1	0	1		-		100.000	
d. Hands, Fists, Feet, Etc.	6	0	6	2	33.30%		8	0	8	8	100.00%		-25.000	
e. Other Assaults - Simple*	30	0	30	11	36.70%	2	35	0	35	23	65.70%	2	-14.286	
<b>5. Burglary Total</b>	2	0	2		-		4	0	4	1	25.00%	1	-50.000	
a. Forcible Entry		0	0		-		2	0	2		-		-100.000	
b. Unlawful - No Force	2	0	2		-		2	0	2	1	50.00%	1	0.000	
c. Attempted Forcible Entry		0	0		-			0	0		-		0.000	
<b>6. Larceny - Theft, Total</b>	61	0	61	15	24.60%		78	0	78	29	37.20%	13	-21.795	
<b>7. Motor Vehicle Theft, Total</b>	2	0	2		-		2	0	2	1	50.00%	1	0.000	
a. Autos	2	0	2		-			0	0		-		0.000	
b. Trucks and Buses		0	0		-			0	0		-		0.000	

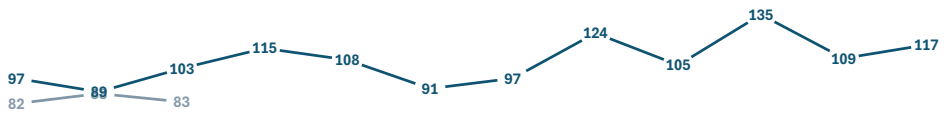


# Roadway Crash Analysis

2026 Total - 329

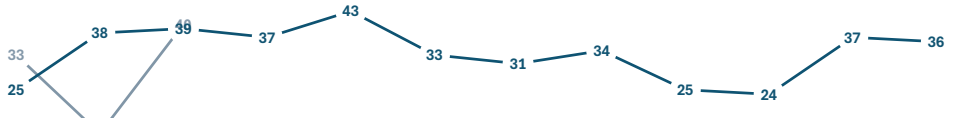


REPORTED ROADWAY TRAFFIC CRASHES 2025-2026



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	82	88	83									
2025	97	89	103	115	108	91	97	124	105	135	109	117

REPORTED PRIVATE PROPERTY CRASHES 2025 - 2026



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	33	15	40									
2025	25	38	39	37	43	33	31	34	25	24	37	36

All Reported Crashes 2025 - 2026



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	115	103	123									
2025	122	127	142	152	151	124	128	158	130	159	146	153

INJURY CRASHES 2025 - 2026



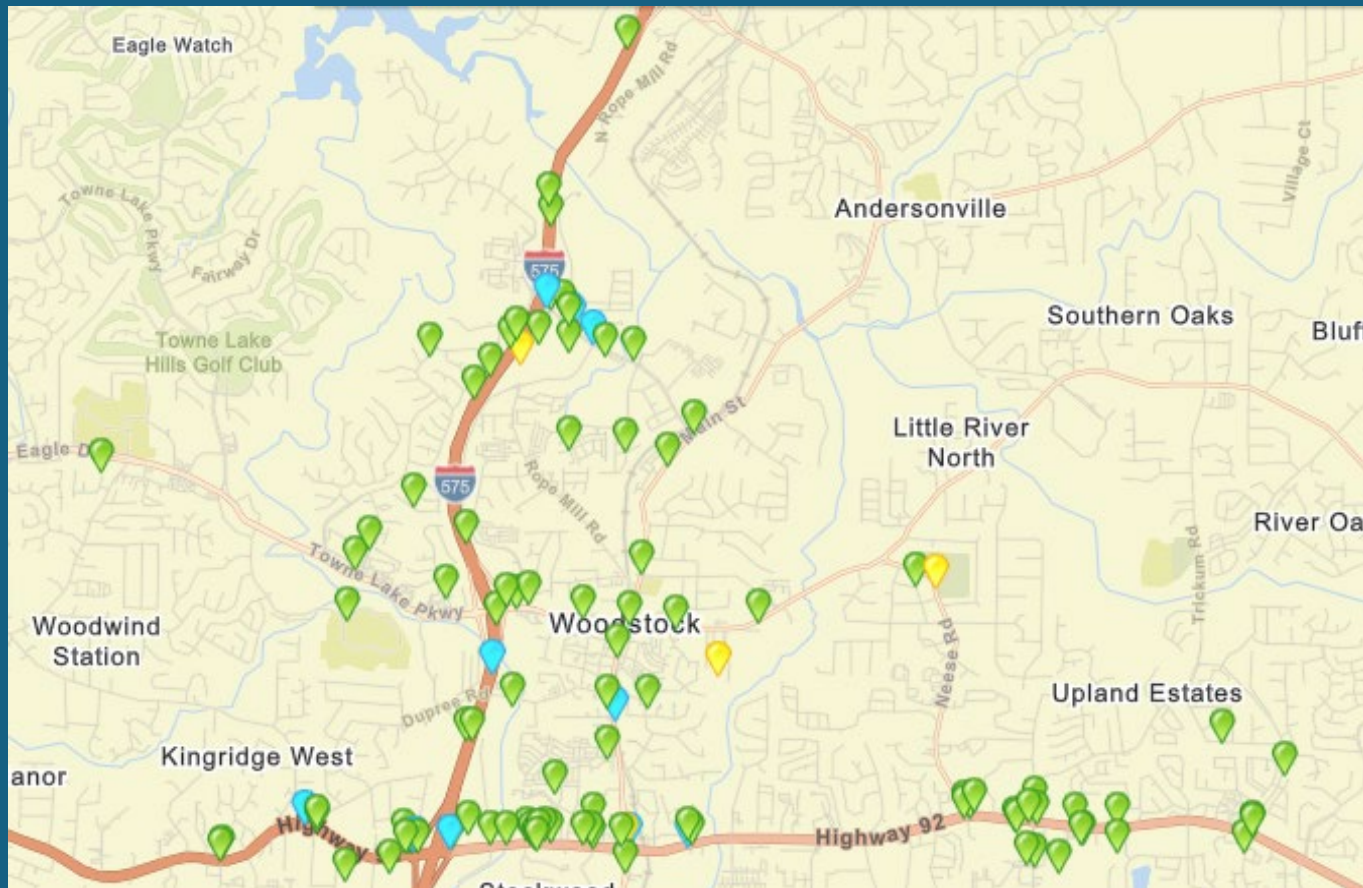
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	17	22	14									
2025	15	15	26	17	24	18	26	22	29	35	33	119

NON INJURY CRASHES 2025 - 2026



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	87	68	99									
2025	107	112	116	135	127	106	102	136	101	124	113	119

# March 2026 Crash Map





# H.E.A.T./DUI Unit

Sgt. Jeremy Cochran

2026						
Description of Activities	March	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	YTD 2026
DUI Arrests	13	37				37
DUI Contacts	14	46				46
Speeding Citations	34	120				120
Speeding Written Warnings	35	118				118
Dist Driving Hands Free Citations	14	44				44
Dist Driving Hands Free Warnings	31	66				66
Seatbelt Citations	8	29				29
Seatbelt Warnings	20	64				64
Community Events	2	4				4

# Traffic Unit

Sgt. Jeremy Cochran

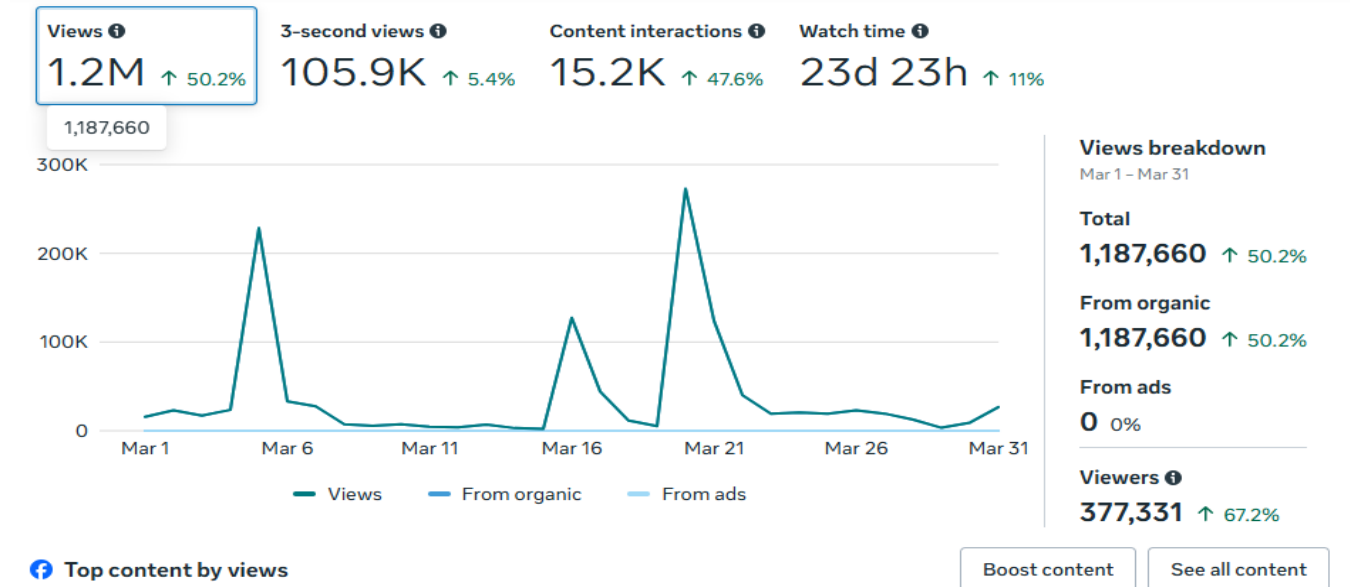
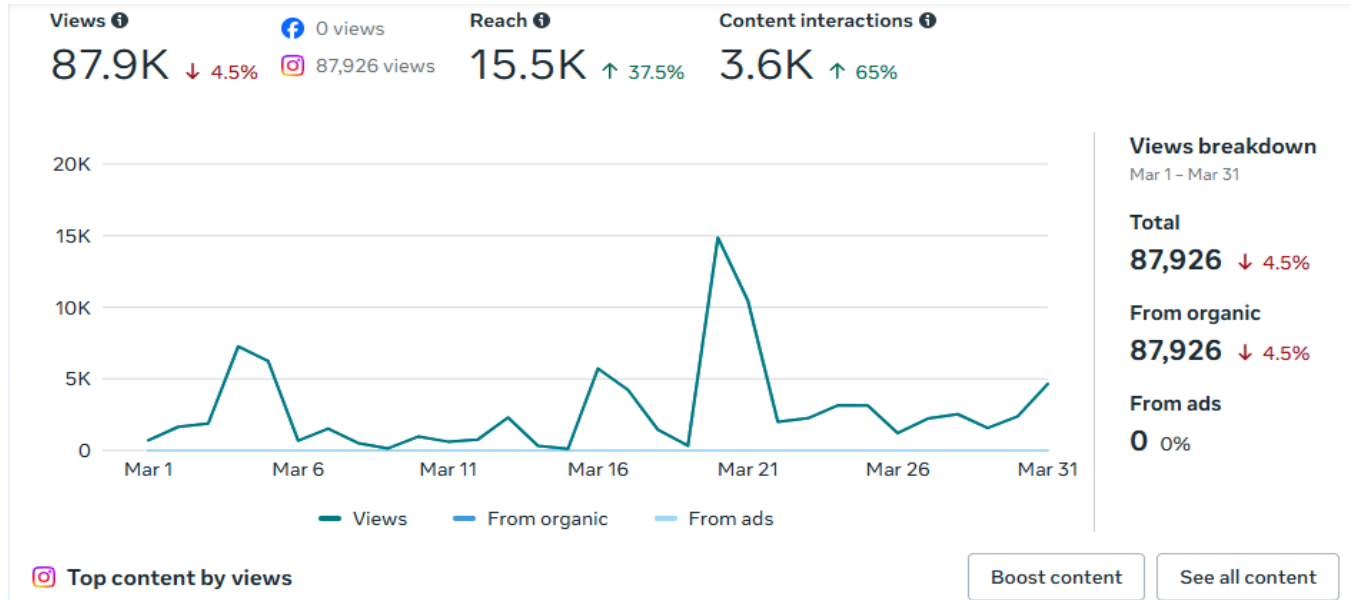
2026						
Description of Activities	March	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	YTD 2026
Crashes Without Injury	1	3				3
Crashes With Injury	0	1				1
Hit and Runs	0	1				1
DUI	2	4				4
Arrests	2	6				6
Arrest Warrants Taken	5	36				36
Traffic Stops	25	228				228
Cases Closed	3	10				10
Search Warrants	2	3				3
Other Unit Assists	4	36				36
Extra Partol Requests/Details	3	10				10



# Social Media

## Audience and Audience Engagement

Instagram





# Criminal Investigations Division

2026						
March		Jan/Feb/Mar 2026	Apr/May/June 2026	July/Aug/Sept 2026	Oct/Nov/Dec 2026	YTD 2026
Active Cases	11	44				44
Call Outs	6	13				13
Interviews	18	52				52
Search Warrants	9	38				38
Arrests and Arrest Warrants	19	31				31



# Canine Unit

2026						
March		Jan/Feb/Mar 2026	Apr/May/June 2026	July/Aug/Sept 2026	Oct/Nov/Dec 2026	YTD 2026
Training Hours	139.4	277.4				277.4
Deployments	43	139				139
Arrests	11	47				47
People Found	3	7				7



# Community Outreach

- Read Across America
- Holbrook 1st Responder
- Fire Safety Day at FBCW
- Pitner Elem. Career Day



## Technical Services

2026						
Terminal	March	Jan/Feb/Mar 2026	Apr/May/June 2026	July/Aug/Sept 2026	Oct/Nov/Dec 2026	YTD 2026
Wanted persons entries	4	38				38
Cleared wanted persons	5	18				18
Gun entries	0	1				1
Cleared guns	0	0				0
Vehicle entries	2	5				5
Cleared vehicles	1	3				3
License plates entries	2	4				4
Cleared License Plates	1	3				3
Manager Permits	10	121				121
Background Requests	69	147				147
Fingerprints	13	28				28

Erika Calderon, Terminal Agency Coordinator

2026						
Records	March	Jan/Feb/Mar 2026	Apr/May/June 2026	July/Aug/Sept 2026	Oct/Nov/Dec 2026	YTD 2026
Open Records Requests	241	652				652

Amber Massey, Records Specialist

## Accreditation and Compliance

2026						
2026	March	Jan/Feb/Mar 2026	Apr/May/June 2026	July/Aug/Sept 2026	Oct/Nov/Dec 2026	YTD 2026
New Policies	0	2	0	0	0	4
Policies Reviewed	0	7	0	0	0	11
Policies Updated	0	6	0	0	0	9
Forms Created or Revised	0	0	0	0	0	0
CALEA Files Completed	0	34	0	0	0	46
GLECP Files Completed	0	0	0	0	0	0
Policy Signatures	0	376	0	0	0	599

Stephanie Mari, Accreditation & Compliance Coordinator

# Training and Recruiting

Commander: Sgt. Dennis Hornes

2026								
Description of Activities	Commander Sgt. Hornes	Certified Instructors	March	Jan/Feb/Mar 2026	Apr/May/June 2026	July/Aug/Sept 2026	Oct/Nov/Dec 2026	YTD 2026
Open Positions	8		8	19	0	0	0	19
Recruiting Events/Trips	1		1	1	0	0	0	1
Recruiting Hours	45		45	75	0	0	0	75
Applicant Interviews	6		6	6	0	0	0	6
Offer Letters Extended	1		1	1	0	0	0	1
PTO Meetings	0		0	0	0	0	0	0
Number of Recruits in Field Training	2		2	8	0	0	0	8
Training Requests Received	19		19	38	0	0	0	38
Training Requests Approved	14		14	31	0	0	0	31
Training Requests Denied	5		5	7	0	0	0	7
Officers Attending Training Classes	50		50	140	0	0	0	140
Roll Call Training Hours	0		0	0	0	0	0	0
Innerdepartmental Training Hours	217		217	937	0	0	0	937
Outsourced Training Hours	667		667	1270	0	0	0	1270
Canine Training Hours	34		34	236.3	0	0	0	236.3
Total Departmental Training Hours	918		918	2396	0	0	0	2396
Departmental Instructional Hours	80	108.75	189	332.75	0	0	0	332.8
Academy Hours	352		352	1312	0	0	0	1312

Sophia Mendoza, Training Division



# WOODSTOCK POLICE DEPARTMENT

## WATCH ADMINISTRATION

ALPHA	MARCH	2026
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### OPERATIONS

	New	Previous	% Change
INCIDENT #'s ISSUED	133	98	36%
TRAFFIC CITATIONS	68	55	24%
WRITTEN WARNINGS	46	13	254%
VERBAL WARNINGS	74	56	32%

### ADMINISTRATION

	Authorized	Assigned	Available
CURRENT STAFFING	8	5	5
AIC'S	New	YTD	
ALLEGATION.....	0	0	
INQUIRY.....	0	0	
COMMENDATION.....	0	0	
EMPLOYEE TRAFFIC ACCIDENTS.....	1	1	
EMPLOYEE INJURIES.....	0	0	
USE OF FORCE REPORTS.....	3	4	

FOLLOW-UP TASKING (FROM PREVIOUS MEETING)

**ALPHA Page -2-**

**NOTABLE EVENTS/ISSUES**

Incident reports-78

Accident reports-60

Arrests-14

D-Runs-2,189

Bike-0

Foot Patrols-270

Tag Reader-0

Use of Force:

Ofc. Rivers turned on and pointed his taser at a disorderly male at 9880 Main St. The male was 1013d.  
K9 Ofc. Lukaszewicz's K9 bit a suspect hiding in a shed at 329 Davis Lane and he pointed his gun at the suspect.

Motor vehicle crash:

Ofc. Rivers ran over a street sign that was laying on the grassy area near the on ramp to I-575 North responding to an accident.

**UPCOMING SIGNIFICANT EVENTS**

K9 Ofc. Lukaszewicz

Calls for Service-13

Arrests-5

Citations-0

Written Citations-1

Verbal-4

K9 Searches-6

K9 Call Outs-4



# WOODSTOCK POLICE DEPARTMENT

## WATCH ADMINISTRATION

<b>BRAVO</b>	<b>March</b>	<b>2026</b>
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### OPERATIONS

	<b>New</b>	<b>Previous</b>	<b>% Change</b>
INCIDENT #'s ISSUED	<b>84</b>	<b>86</b>	<b>-2%</b>
TRAFFIC CITATIONS	<b>47</b>	<b>45</b>	<b>4%</b>
WRITTEN WARNINGS	<b>13</b>	<b>15</b>	<b>-13%</b>
VERBAL WARNINGS	<b>68</b>	<b>104</b>	<b>-35%</b>

### ADMINISTRATION

	<b>Authorized</b>	<b>Assigned</b>	<b>Available</b>
CURRENT STAFFING	<b>8</b>	<b>7</b>	<b>7</b>
AIC'S	<b>New</b>	<b>YTD</b>	
ALLEGATION.....	<b>0</b>	<b>0</b>	
INQUIRY.....	<b>0</b>	<b>0</b>	
COMMENDATION.....	<b>0</b>	<b>0</b>	
EMPLOYEE TRAFFIC ACCIDENTS.....	<b>0</b>	<b>0</b>	
EMPLOYEE INJURIES.....	<b>0</b>	<b>0</b>	
USE OF FORCE REPORTS.....	<b>0</b>	<b>0</b>	

FOLLOW-UP TASKING (FROM PREVIOUS MEETING)

**Bravo Page -2-**

**NOTABLE EVENTS/ISSUES**

Bravo Shift found the missing special needs juvenile on 3-31-26 at Woodstock First Baptist.

Sgt. Thorpe became Drone Operator Certified.

**UPCOMING SIGNIFICANT EVENTS**

Module two of In Service in June.

Qualifications on May 19th at 0800

First concert of the Summer Concert Series in May



# WOODSTOCK POLICE DEPARTMENT

## WATCH ADMINISTRATION

CHARLIE      MARCH      2026

### OPERATIONS

	New	Previous	% Change
INCIDENT #'s ISSUED	66	48	38%
TRAFFIC CITATIONS	40	47	-15%
WRITTEN WARNINGS	24	29	-17%
VERBAL WARNINGS	111	139	-20%

### ADMINISTRATION

	Authorized	Assigned	Available
CURRENT STAFFING	8	6	6
AIC'S	New	YTD	
ALLEGATION.....	0	0	
INQUIRY.....	0	0	
COMMENDATION.....	0	0	
EMPLOYEE TRAFFIC ACCIDENTS.....			
EMPLOYEE INJURIES.....	0	0	
USE OF FORCE REPORTS.....	3	4	

#### FOLLOW-UP TASKING (FROM PREVIOUS MEETING)

Incident Reports-72  
 Accident Reports-18  
 Arrests-24  
 D-Runs-1,136  
 Foot patrol-110  
 Tag Reader Citations-0

**Charlie Page -2-**

**NOTABLE EVENTS/ISSUES**

Uses of Force:

Ofc. Morris wrestled a male out of the back seat of a vehicle for not following his verbal commands. Ofc Morris pointed his gun at a suspect during a traffic stop because the male failed to comply with repeated orders.

Ofc. Morris wrestled with a suspect hiding in a shed at 329 Davis Lane.



# WOODSTOCK POLICE DEPARTMENT

## WATCH ADMINISTRATION

DELTA	MARCH	2026
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### OPERATIONS

	New	Previous	% Change
INCIDENT #'s ISSUED	66	77	-14%
TRAFFIC CITATIONS	45	36	25%
WRITTEN WARNINGS	12	25	-52%
VERBAL WARNINGS	112	91	23%

### ADMINISTRATION

	Authorized	Assigned	Available
CURRENT STAFFING	8	7	6
AIC'S	New	YTD	
ALLEGATION.....	0	0	
INQUIRY.....	1	1	
COMMENDATION.....	0	0	
EMPLOYEE TRAFFIC ACCIDENTS.....	1	1	
EMPLOYEE INJURIES.....	0	0	
USE OF FORCE REPORTS.....	0	1	

FOLLOW-UP TASKING (FROM PREVIOUS MEETING)

## **DELTA PAGE 2**

### **NOTABLE EVENTS/ISSUES**

Ofc. Voeltner had a patrol car accident on Arnold Mill Rd at Neese.

There was a complaint on Cpl. Buckner regarding a traffic stop and arrest

Sgt. Alleyne graduated from IT School. Congrats!

Sgt. Alleyne took the Lt's test

Cpl. Buckner took the Sgt.'s test.

Ofc. Gregory took both the Detective and Cpl. test

### **UPCOMING SIGNIFICANT EVENTS**

You got Egged in April

Summer Concert Series Begins in May

Mod Two of In Service in June  
Annual Qualifications

Sgt. Alleyne and Ofc. Gregory plan to take SWAT level 2 in  
June



# WOODSTOCK POLICE DEPARTMENT

## SPECIAL OPERATIONS

March      2026

### ADMINISTRATION

	Authorized	Assigned	Available
TOTAL STAFFING	8	7	1
CURRENT STAFFING			
TRAFFIC UNIT	2	1	1
HEAT/DUI UNIT	2	2	-
NEIGHBORHOOD SERVICES	4	4	-
AIC'S			
ALLEGATION	-	-	
INQUIRY	-	-	
COMMENDATION		3	
EMPLOYEE TRAFFIC ACCIDENTS	-	-	
EMPLOYEE INJURIES	-	-	
USE OF FORCE REPORTS		3	

### FOLLOW-UP TASKING (FROM PREVIOUS MEETING)

- Read Across America
- Holbrook 1st Responder
- Summer Concert Series Pre-Meeting
- Boston Elem Career Day
- Lt, Sgt, Cpl Test
- Fire Safety Day at FBCW
- Pitner Elem Career Day
- Outlet Mall Meeting for Active Shooter Training
- YBE Routes & Finalization

## OPERATIONS

	March 2026	Feb 2026	% Change	Total 2026	YTD 2026
FATALITIES (ALL CITY)	-	-	0%	1	-
INJURY ACCIDENTS (ALL CITY)	16	21	-24%	227	49
INJURY ACCIDENTS (SOG)	1	1	0%	28	4
NON-INJURY ACCIDENTS (ALL CITY)	107	80	34%	1,546	284
NON-INJURY ACCIDENTS (SOG)	1	1	0%	95	6
HIT & RUN ACCIDENTS (ALL CITY)	19	12	58%	151	42
HIT & RUN ACCIDENTS (SOG)	1	1	0%	13	3
DUI'S (ALL CITY)	-	-	0%	-	-
DUI'S (SOG)	17	11	55%	71	44
TRAFFIC CITATIONS (SOG)	134	108	24%	1,012	376
WRITTEN WARNINGS (SOG)	109	100	9%	592	310
ARRESTS (SOG)	5	8	-38%	52	20
VGCSA ARRESTS (SOG)	2	7	-71%	15	11

## NEIGHBORHOOD SERVICES

	March 2026	February 2026	% Change	Total 2026	YTD 2026
COMMUNITY EVENTS	3	12	-75%	81	19
HOA MEETINGS	-	-	0%	-	-

EDUCATIONAL CLASSES TAUGHT	3	3	0%	29	6
CRIME PREVENTION CLASSES	-	1	-100%	5	4
SAFETY EDUCATION CLASSES	2	3	-33%	6	5
# OF CITIZENS EDUCATED	278	10	2680%	538	325
SCHOOL VISITS	3	6	-50%	21	9
# OF STUDENTS EDUCATED	240	615	-61%	1,220	347
EXPLORER MEETINGS / FUNCTIONS	-	-	0%	14	-
	Previous	Lost	Gained	Total 2026	Members 2026
EXPLORER UNIT MEMBERSHIP	0	0	0	0	0
RESERVE MEMBERSHIP	0	0	0	2	0
AUXILIARY MEMBERSHIP	0	0	0	6	0

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** May 11, 2026

**SUBMITTED BY:** Maria Chang, Community Development

**ITEM TYPE:** Departmental Reports

**AGENDA SECTION:** DEPARTMENTAL REPORTS

**SUBJECT:** **Community Development Hot Sheet (May 2026)**

**SUGGESTED ACTION:**

**ATTACHMENTS:**  
[2026 CD Hot Sheet 05\\_04.pdf](#)



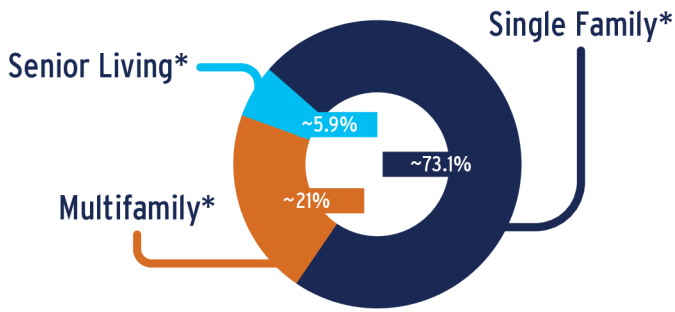
# COMMUNITY DEVELOPMENT HOT SHEET

UPDATED THROUGH MAY 4, 2026

## OVERVIEW

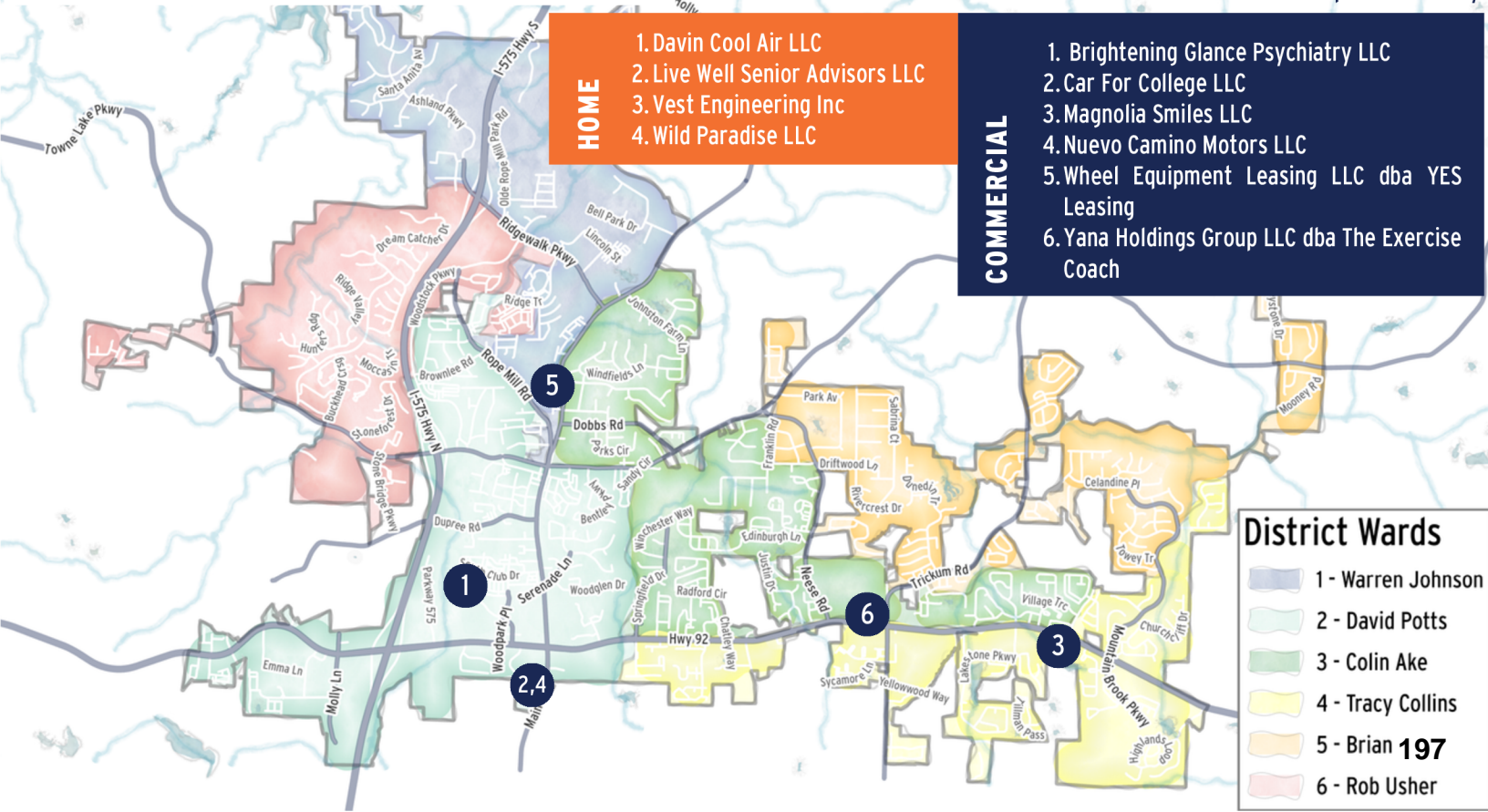
Public Hearing Cases in Progress: **17**  
 Business Licenses Issued: **10**  
 Development Projects Under Review: **10**

## HOUSING DATA



\*Note: Values are approximate and indicative of development trends.

## BUSINESS LICENSES



## LOOKING AHEAD

Next Council Meeting: **May 11, 2026**  
 Next Planning Commission Meeting: **May 7, 2026**  
 Next Public Hearing Application Deadline: **June 5, 2026**

## CONSTRUCTION HEALTH INDICATOR

	SFR BUILDING PERMITS	SFR COS	SFR BLG PERMITS AS A % OF SFR COS
CY 2025	221	219	101%
2026 YTD	63	43	147%

If the number of permits issued gets too far ahead of COs issued, it could mean that sales are waning; conversely, if COs get too far ahead of permits and unit inventory is declining, it could mean the builders are preparing for a demand slowdown.

\*COs updated monthly

# PUBLIC HEARING CASES

## AT BAT - MAY 2026

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### **A#131-26 291 Rope Mill Rd & 295 Rope Mill Rd**

Richard Goff, on behalf of Faith Community Church, Incorporated, is requesting annexation, rezoning, and a conditional use permit to rezone the property to Office Institutional in order to expand the church. The request for the conditional use permit is consistent with the existing use of the adjacent parcel.

**Planning Commission:** May 7, 2026

**City Council:** May 18, 2026

**Project Planner:** Niwana Ray

### **Z#168-26 Barnesdale Terrace Redevelopment**

J. Kevin Moore, Esq., on behalf of Toll Southeast LP Company, Inc., is requesting a Rezoning, a Conditional Use Permit, and Variances. The applicant proposes the assemblage of individual parcels and their rezoning to DT-MR-A for the development of a single-family residential community consisting of both attached and detached residences. The requested variances relate to the site development standards of the Downtown District and Chapter XVIII. The site is currently zoned DT-LR - Low-Density Residential.

**Planning Commission:** May 7, 2026

**City Council:** May 18, 2026

**Project Planner:** Natalie Faustine

### **Z#169-26 8261 Main St**

Dinesh Vudutha is requesting Condition Amendments and Variances for a project already approved under the provisions of Project Z#162-24. The proposed Condition Amendments would allow additional parking spaces and permit a new architect to work on the project. The requested Variances are to site development standards of the Downtown District.

**Planning Commission:** May 7, 2026

**City Council:** May 18, 2026

**Project Planner:** Cameron Dunn

### **Z#170-26 125 Lorraine Prwy**

Parks F. Huff, on behalf of Hickory Real Estate Partners, LLC, is requesting a rezoning from General Commercial (GC) to Light Industrial (LI). The property is subject to multiple zoning overlays. The rezoning request would not affect the boundaries of the existing zoning overlays present on the property. A conditional use permit to allow a warehouse distribution use in LI zoning with concurrent variances to reduce the front setback and to allow tilt wall (non-brick). The project sites are located in GC - General Commercial with Technology Park Overlay.

**Planning Commission:** May 7, 2026

**City Council:** May 18, 2026

**Project Planner:** Cameron Dunn

### **CUP#095-26 9845 Main St**

Tejas Patel, is requesting is requesting a Conditional Use Permit to restore the site's original use as a gas station with retail, along with concurrent variances for the setbacks and parking requirements. The project site is located in GC (General Commercial) with Gateway Overlay.

**Planning Commission:** May 7, 2026

**City Council:** May 18, 2026

**Project Planner:** Natalie Faustine

# PUBLIC HEARING CASES

## AT BAT - MAY 2026 (CONTINUED)

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### **V#221-26 9026 Main St & 105 Barnesdale Terrace**

Parks F. Huff, on behalf of Paragon Accounting & Tax Solutions LLC, is requesting a variance to allow angled parking on Main Street. The project sites are located in DT-RO (Residential/Office) with Historic Overlay.

Planning Commission: May 7, 2026

City Council: May 18, 2026

Project Planner: Niwana Ray

## IN THE HOLE - JULY 2026

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### **Z#171-26 South on Main Condition Amendment**

Michelle Horstemeyer, on behalf of JW Collection, is requesting a Condition Amendment, Conditional Use Permit, and concurrent Variances to allow 73 townhomes and 6 residential units above the commercial on Main Street for a total count of 79 residences. The project site is located in DT-MR-A (Medium-Density Residential) zoning.

Planning Commission: July 9, 2026

City Council: July 27, 2026

Project Planner: Niwana Ray

**The following applications were received on May 1, 2026. Staff is in the process of reviewing them for completeness.**

- 681 Stone Bridge Pkwy & 200 Dupree Rd (Annexation)
- 7950 & 8020 Main St (Rezoning, Conditional Use Permit & Variance)
- 10020 Hwy 92 Ste 130 (Conditional Use Permit)

Once accepted, these projects may proceed to Planning Commission on **July 9, 2026** & City Council on **July 27, 2026** or **August 6, 2026** & City Council on **August 24, 2026**.

## ON THE BENCH - TABLED

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### **V#218-25 64/68 Linton St**

Eric Richards, on behalf of Adair Park West, has applied for variances. Requesting Variance to allow two residential units in one building in Historic Overlay. The project site is located in the DT-CBD (Central Business District) zoning district and Historic Overlay.

Planning Commission: TBD

City Council: TBD

Project Planner: Natalie Faustine

### **V#217-25 117 Mill St**

Parks Huff, on behalf of DMC Towne Lake, LLC, is requesting five variances. The request includes Variances related to parking location; allowing three curb cuts; open space; street and sidewalk area requirements; and the applicability criteria for stormwater management standards. The project site is located in the DT-CBD (Central Business District) zoning district.

Planning Commission: TBD

City Council: TBD

Project Planner: Niwana Ray

# PUBLIC HEARING CASES

## ON THE BENCH - TABLED (CONTINUED)

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### **CUP#085-24 7950 Main St**

Eric Richards, on behalf of Adair Park Holding Company, has applied for a Conditional Use Permit and concurrent Variances to develop 9 single family detached homes at 7950 Main St. The proposed development would additionally include nine detached garage units, three accessory dwelling units, and two rooftop amenities. The Applicant has proposed to extend Short St through the subject parcel with this project.

**Planning Commission:** TBD

**City Council:** TBD

**Project Planner:** Cameron Dunn

### **CUP#086-24 216 & 218 Rope Mill Rd (Adair Park West)**

Eric Richards, on behalf of Adair Park West, has applied for a Conditional Use Permit and concurrent Variances to develop 30 single family attached homes (townhomes) at 216 & 218 Rope Mill Rd. The Applicant requests variances to allow a density increase to 9.38 u/ac and to allow units to face open space. The Applicant has proposed to use the City owned parcel (218 Rope Mill Rd) for a new roadway across the railroad to connect Rope Mill Rd to Main St through the Adair Park street network.

**Planning Commission:** TBD

**City Council:** TBD

**Project Planner:** Cameron Dunn

### **CUP#087-24 8104 Main St (Adair Park - Johnson)**

Eric Richards, on behalf of Adair Park, has applied for a Conditional Use Permit and concurrent Variances to develop 22 single family attached homes (townhomes), a multi-family residential building with 56 units, and ground floor retail, including a grocery store. The Applicant requests variances to allow increased density, to allow units to face open space, and to pipe the stream. Access to the parcel will be achieved via the Main St roundabout and through the existing Adair Park street network.

**Planning Commission:** TBD

**City Council:** TBD

**Project Planner:** Cameron Dunn

### **Z#167-26 Reagan & CUP#094-26, Reagan & Ridgewalk - The Pitch**

Joe Knight, has requested a Rezoning, Conditional Use Permit, and associated Variances for a ~12.81 acre project located at the southeast corner of Reagan Street and Ridgewalk Parkway (Z#166-25, CUP#094-26). The application seeks to rezone the property from NC to GC-VMU and requests a Conditional Use Permit to allow multifamily rental units and to allow the residential units to be located on the ground floor of buildings within the development. Associated Variances are requested to the development standards of the LDO for the amounts and locations of provided parking.

**Planning Commission:** April 2, 2026

**City Council:** TBD

**Project Planner:** Melissa Sigmund