**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, September 14, 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 - America the Entrepreneurial Day 2026** (Michael Caldwell)

2. **Proclamation - Childhood Cancer Awareness Month** (Michael Caldwell)

3. **Proclamation - Respect for Firefighters Week** (Michael Caldwell)

4. **Recognition of Promotions in Fire** (Shane Dobson)
   - Master Firefighter David Sargenski Promoted to Sergeant
   - Master Firefighter Nick Young Promoted to Sergeant
   - Master Firefighter Keith Delorme Promoted to Sergeant

5. **Recognition of Promotion in Police** (Roland Castro)
   - Lieutenant Robert Johnson Promoted to Captain

6. **Recognition of Award - Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - 32nd Consecutive Year** (Michael Caldwell)

## ITEM 3. APPOINTMENTS/OATH OF OFFICE

1. **Oath of Office - Deputy Police Chief Todd Hood** (Michael Caldwell)

## ITEM 4. ANNOUNCEMENTS

1. **Announcements** (Colin Ake)
   Join the Woodstock Police Department on Tuesday, October 6th from 5 to 8 pm for National Night Out at the Woodstock Arts Event Green. Meet local public safety

agencies and connect with your neighbors for an evening of fun.

The Cobb New Horizons Symphonic Band will perform in the Northside Hospital Cherokee Amphitheater on Friday, September 25th at 7:30 p.m. Bring your picnic basket and enjoy a relaxing evening out on the lawn. Admission is free.

**ITEM 5. MEETING DECORUM**

**ITEM 6. PUBLIC COMMENT**

**ITEM 7. CONSENT AGENDA**

1. **Approve Alcohol License - Dhakal Brothers, LLC dba Gyro Aegean Grill** (Melissa Sigmund)
   Tapobal Dhakal has applied to the City of Woodstock on behalf of Dhakal Brothers, LLC dba Gyro Aegean Grill for on-premise consumption with Sunday sale of distilled spirits, malt beverages, and wine at a restaurant located at 9770 Main Street, within the city limits of Woodstock. Dhakal Brothers LLC dba Gyro Aegean Grill is owned by Uday Dhakal, Tapobal Dhakal, Jun Maya Khatri, and Biraj Dhakal. The registered agent will be Biraj Dhakal.

2. **Approve MAJBA JE 22051 to Reallocate TSPLOST I Project Funds to the Reeves Street Connection Project** (Jeremy Parker)

   Request for approval of MAJBA JE 22051 to reallocate T-SPLOST funds from the Paden Street project to the Reeves Street Connection project. Due to right-of way acquisition delays on Paden Street, funds are requested to be redirected to Reeves Street, which is nearly ready for construction. Additional funds beyond the initial estimate are required to cover expanded engineering costs, construction, and other City expenses, including street lighting, asbestos survey and abatement, Rectangular Rapid Flashing Beacons (RRFBs), and site testing. Right-of-way acquisition and engineering for the Reeves Street are almost complete, and the project will soon be ready for bid.

3. **Approve Change Order 1 and Related MAJBA JE 22141 for Main Street at Elm Pedestrian Intersection Improvement Project** (Jeremy Parker)
   Request approval of Change Order 1 (CO 1) and the related MAJBA JE 22141 for additional funding for the Main Street at Elm Street Intersection Improvement contract with R & B Developer. Construction required increased quantities of asphalt, tack coat, and concrete sidewalk, along with an added stormwater inlet and temporary thermoplastic crosswalk striping. MAJBA JE 22141 reallocates SPLOST VII funds from the Sidewalk and Trail Improvement projects to cover this expanded scope.

4. **Approve Development and Funding Agreement with Toll Southeast LP Company, Inc.** (Chris Luly)
   Request for approval of a development and funding agreement with Toll Southeast LP Company, Inc. for infrastructure improvement work. The agreement assigns funding and construction responsibilities for roadway and intersection improvements along Barnesdale Terrace and the intersection of Barnesdale Terrace and Main Street. Work includes engineering and constructing a traffic signal, improving roadway width and surfacing and constructing other roadway and pedestrian improvements associated with a proposed residential development.

5. **Ratify Purchase of Previously Completed Acquisition of Right-of-Way and Easements Associated with Parcel 4 - Market Street Extension** (Chris Luly)
   Request for approval to ratify the purchase of previously completed acquisition of 12,930.00 square feet of fee simple right of way, 583.23 square feet of permanent easement and 6,600.62 square feet of temporary easement from Parcel 4 for the Market

Street Extension project.

6. **Ratify Purchase of Previously Completed Acquisition of Right-of-Way and Easements Associated with Parcel 7 - Rope Mill Road Trail and Stormwater Improvements** (Chris Luly)
Request for approval to ratify the purchase of the previously completed acquisition of 3,953.00 square feet of fee simple right of way and 7,866.98 square feet of temporary easement from Parcel 7 - Rope Mill Road Trail and Stormwater Improvement project.

7. **Approve Resolution No. 2026-016 - Cable and Video Franchise Fee Rate Adoption** (Ron Shelby)
Request for approval to adopt Resolution No. 2026-016 for the establishment of a franchise fee applicable to holders of cable and video franchises issued by the State of Georgia.

8. **Approve Road Closure Request - Claremore Manor Street** (Coty Thigpen)
Request for approval of partial road closure for a community event to be held on Saturday, October 3, 2026. They are requesting to close the portion of Barnett Street from the front of the landscaped island to the pool from 5:00 p.m. to 10:00 p.m.

9. **Approve Proposal For Long-Term Monitoring of Watershed Assessment Area** (Jeremy Parker)
Request for approval of a proposal with RINDT to perform mandatory monitoring and reporting activities to meet annual requirements and maintain permit compliance.

10. **Approve FY 2026 Fiscal Year End Budget Amendments** (Ron Shelby)
Request for approval of FYE 2026 budget amendments as presented. This is to close out the FY 2026 budgets prior to audit. This is an annual requirement of the State of Georgia to close the budget to actual revenues/expenditures. Final budget amendment(s) will be brought back to Council, if necessary, after the audit is complete and audit entries, if any, have been posted.

11. **Approve Amendment to the Council Policy Manual - Administration and Government Chapter - Section 000-0002 Civility Code** (Robyn Adams)
Request for approval of an amendment to the Council Policy Manual under Administration and Government. Revisions to Section 000-0002 Civility Code (Item #5) as identified in the redline document included in the agenda packet.

12. **Approve Contract with Baker Tilly - Comprehensive Water and Sewer Rate Analysis** (Coty Thigpen)
Request for approval of a contract between Baker Tilly and the City of Woodstock to conduct a comprehensive water and sewer rate analysis.

## ITEM 8. PUBLIC HEARING

1. **Consideration of Approval to Adopt Resolution No. 2026-017 Amending the Fee Schedule - Chapter 7.0 Water, Sewer, and Stormwater - Sections 7.1.1, 7.1.3, and 7.1.4** (Robyn Adams)
Request for approval to adopt Resolution No. 2026-017 to formally amend the Fee Schedule - Chapter 7 Water, Sewer, and Stormwater, Section 7.0 Water, Sewer Rates and Charges and Stormwater Fees, Sections 7.1.1 Commodity Charges, 7.1.3 Connection and System Development Charges (Water), and 7.1.4 Connection and System Development Charges (Wastewater). The changes were approved as part of the FY 27 Budget at the June 8, 2026 Council Meeting.

## ITEM 9. NEW BUSINESS

1. **Discussion of Bridge Aesthetic Addition to Ridgewalk DDI Project** (Coty Thigpen)
   Discussion to obtain Council feedback on the proposed addition of a bridge aesthetic to the Ridgewalk Diverging Diamond Interchange project.

**ITEM 10. OLD BUSINESS**

1. **Consideration of Z#167-26 & CUP#94-26, Reagan & Ridgewalk - The Pitch (Vote)** (Melissa Sigmund)
   Request for approval of a Zone Map Amendment, Conditional Use Permit (CUP), and Variances to allow for the construction of a ± 12.81 acre mixed-use development located at the southeast corner of Reagan Street and Ridgewalk Parkway (Z#166-25, CUP#094-26) that would include up to approximately 26,000 sf of commercial uses, a soccer stadium for semi-professional/professional soccer teams, and a maximum of 236 multi-family rental units. The application seeks to rezone the property from NC to GC-VMU and requests a Conditional Use Permit to allow multi-family 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. This item was originally heard at the April 27, 2026 City Council meeting and tabled to allow the applicant to provide additional information to the City Council for use in their determination. The item was tabled again at the August 10, 2026 meeting to allow all Council members to be in attendance for the discussion and action. All attachments from the August 10, 2026 item have been included.

**ITEM 11. MINUTES APPROVAL**

1. **Consideration of Approval to Adopt Council Meeting Minutes - August 24, 2026** (Robyn Adams)

**ITEM 12. DEPARTMENTAL REPORTS**

1. **Parks And Recreation Monthly Report (July & August 2026)** (Brian Borden)

**ITEM 13. MAYOR AND COUNCIL COMMENTS**

**ITEM 14. CITY MANAGER AND STAFF COMMENTS**

**ITEM 15. EXECUTIVE SESSION - Personnel, Litigation, Real Estate**

**ITEM 16. FINAL ADJOURNMENT**

**AGENDA ITEM NO. 2.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, City Clerk |
| **ITEM TYPE:** | Proclamation |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Proclamation - America the Entrepreneurial Day 2026** |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

PRO - America The Entrepreneurial Day 2026.pdf

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

## AMERICA THE ENTREPRENEURIAL DAY

**WHEREAS**, as America marks its 250th startup birthday in 2026, we must celebrate the entrepreneurial spirit that built our nation, states, and cities, forged by starters, makers, doers, and dreamers who pursued a better future; and

**WHEREAS**, the American Dream is at risk, and because America belongs to the living generation, it is our turn to renew the nation's entrepreneurial spirit; and

**WHEREAS**, entrepreneurs are essential to fostering economic prosperity, creating homegrown jobs, raising incomes, generating wealth, building stronger communities, diversifying goods and services, and reducing inequality and poverty; and

**WHEREAS**, each of us has the power to be a Founder of our nation's future, and we encourage every resident to take action that builds a more perfect union; and

**WHEREAS**, entrepreneurs have played a critical role in revitalizing Woodstock and it is fitting to publicly recognize and celebrate the vital contributions of entrepreneurs to the prosperity and well-being of our community; and

**NOW THEREFORE,** I, Michael Caldwell, Mayor of the City of Woodstock, Georgia, do hereby proclaim that Woodstock will join "America the Entrepreneurial" and take actions to encourage more entrepreneurship across our city. The City of Woodstock shall celebrate its entrepreneurs and entrepreneurial spirit throughout 2026 as "**Woodstock the Entrepreneurial**" during our nation's 250th startup birthday year.

**Proclaimed this 14th day of September 2026.**

_____
**Michael Caldwell, Mayor**

**Attest** _____
**Robyn Adams, City Clerk**

**AGENDA ITEM NO. 2.2**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, City Clerk |
| **ITEM TYPE:** | Proclamation |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Proclamation - Childhood Cancer Awareness Month** |

**SUGGESTED ACTION:**

**ATTACHMENTS:**
PRO - Childhood Cancer Awareness Month 9.14.26.pdf

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

# CHILDHOOD CANCER AWARENESS MONTH

**WHEREAS**, Childhood cancer affects 47 new children each day nationwide and impacts entire families and communities. Hundreds of children in Georgia are diagnosed each year, including some of Woodstock's youngest residents; and

**WHEREAS**, *Childhood Cancer Awareness Month (CCAM)* is recognized each September to raise awareness, to honor children undergoing treatment, those who have survived, and those who have passed away, and stand with families whose lives have been changed forever by childhood cancer; and

**WHEREAS,** While advances in research have improved outcomes for many children, there remains an urgent need for more effective, less toxic treatments; and

**WHEREAS,** Progress depends on researchers, health care providers, nonprofit organizations, advocates, donors, and communities working together to fund research and support children and families who are fighting or have fought childhood cancer.

**NOW THEREFORE,** I, Michael Caldwell, Mayor of the City of Woodstock, Georgia, honor the children and families in our community impacted by childhood cancer and do hereby proclaim the month of September 2026 as **Childhood Cancer Awareness Month** in the City of Woodstock. We encourage all residents to join us in raising awareness, supporting childhood cancer research, remembering the children we have lost, celebrating the survivors, and standing with families affected by childhood cancer.

**Proclaimed this 14th day of September 2026.**

_____
**Michael Caldwell, Mayor**

**Attest** _____
**Robyn Adams, City Clerk**

**AGENDA ITEM NO. 2.3**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, City Clerk |
| **ITEM TYPE:** | Proclamation |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Proclamation - Respect for Firefighters Week** |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

PRO - Respect for Firefighters Week 9.14.26.pdf

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

# RESPECT FOR FIREFIGHTERS WEEK

**WHEREAS**, Optimist International is one of the world's largest service club organizations, with more than 80,000 members across the United States, Canada, the Caribbean, Mexico and other nations around the world; and

**WHEREAS**, One of the purposes of Optimist International is to inspire "Respect for Firefighters", a program created to encourage all citizens to recognize and appreciate the men and women who serve as first responders. The Woodstock Midday Optimist Club believes it is vital for all citizens to foster respect for those who dedicate their lives to safeguarding life and property; and

**WHEREAS,** The men and women of the Woodstock Fire Department consistently go above and beyond in their efforts to protect and keep our community safe; and

**NOW THEREFORE,** I, Michael Caldwell, Mayor of the City of Woodstock, Georgia, do hereby proclaim the week of September 14 - 18, 2026, as **Respect for Firefighters Week** and encourage all citizens – as well as public and private institutions and businesses within the City of Woodstock – to support the Woodstock Midday Optimist Club in its efforts to inspire respect for firefighters. We ask everyone to contribute to the development of a safe community and take time to reflect on the sacrifices made by all firefighters and first responders.

**Proclaimed this 14th day of September 2026.**

_____
**Michael Caldwell, Mayor**

**Attest** _____
**Robyn Adams, City Clerk**

**AGENDA ITEM NO. 2.4**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Faye Doss, Fire Department |
| **ITEM TYPE:** | Award, Recognition |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Recognition of Promotions in Fire** |
| **SUGGESTED ACTION:** | • Master Firefighter David Sargenski Promoted to Sergeant<br>• Master Firefighter Nick Young Promoted to Sergeant<br>• Master Firefighter Keith Delorme Promoted to Sergeant |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 2.5**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Valerie Williams, Police Department |
| **ITEM TYPE:** | Personnel |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Recognition of Promotion in Police** |
| **SUGGESTED ACTION:** | • Lieutenant Robert Johnson Promoted to Captain |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 2.6**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Ron Shelby, Finance Department |
| **ITEM TYPE:** | Award, Recognition |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Recognition of Award - Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting - 32nd Consecutive Year** |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

5 - Certificate.pdf

6 - Press Release.pdf

Announcement of Award.pdf

Government Finance Officers Association

# Certificate of Achievement for Excellence in Financial Reporting

Presented to

## City of Woodstock
## Georgia

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2025

*and issued to the public 169 days after the fiscal year end*



Executive Director/CEO

GOVERNMENT FINANCE OFFICERS ASSOCIATION

# NEWS RELEASE

## FOR IMMEDIATE RELEASE

7/7/2026

**For more information contact:**
**Michele Mark Levine, Director/TSC**
**Phone: (312) 977-9700**
**Fax: (312) 977-4806**
**Email: mlevine@gfoa.org**

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Woodstock** for its annual comprehensive financial report for the fiscal year ended June 30, 2025. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.*

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

7/7/2026

Jeff Moon
Manager
City of Woodstock, Georgia

Dear Jeff:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2025 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,



Michele Mark Levine
Director, Technical Services

**AGENDA ITEM NO. 3.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Valerie Williams, Police Department |
| **ITEM TYPE:** | Appointments to Boards, Committees, Oaths of Office |
| **AGENDA SECTION:** | APPOINTMENTS/OATH OF OFFICE |
| **SUBJECT:** | **Oath of Office - Deputy Police Chief Todd Hood** |
| **SUGGESTED ACTION:** | |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 4.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Stacy Brown, Communications |
| **ITEM TYPE:** | Announcements |
| **AGENDA SECTION:** | ANNOUNCEMENTS |
| **SUBJECT:** | **Announcements** |
| **SUGGESTED ACTION:** | Join the Woodstock Police Department on Tuesday, October 6th from 5 to 8 pm for National Night Out at the Woodstock Arts Event Green. Meet local public safety agencies and connect with your neighbors for an evening of fun.<br><br>The Cobb New Horizons Symphonic Band will perform in the Northside Hospital Cherokee Amphitheater on Friday, September 25th at 7:30 p.m. Bring your picnic basket and enjoy a relaxing evening out on the lawn. Admission is free. |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 7.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Delana Price, Community Development |
| **ITEM TYPE:** | License Approval |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Alcohol License - Dhakal Brothers, LLC dba Gyro Aegean Grill** |
| **SUGGESTED ACTION:** | Tapobal Dhakal has applied to the City of Woodstock on behalf of Dhakal Brothers, LLC dba Gyro Aegean Grill for on-premise consumption with Sunday sale of distilled spirits, malt beverages, and wine at a restaurant located at 9770 Main Street, within the city limits of Woodstock. Dhakal Brothers LLC dba Gyro Aegean Grill is owned by Uday Dhakal, Tapobal Dhakal, Jun Maya Khatri, and Biraj Dhakal. The registered agent will be Biraj Dhakal. |

**ATTACHMENTS:**

SUPPORTING DOCS - DHAKAL BROTHERS LLC_Redacted.pdf

**Development Services Division**
12453 Highway 92, Woodstock, GA 30188
Office: (770) 592-6054

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

Business Name: Dhakal Brothers LLC dba Byro Aegean Grill

Street Location: 9770 Main St

**OFFICE USE ONLY:** **Date Received** 7/31/2026 **Payment $** 700.00

**Method of Payment Received:** CC **Fingerprint appointment:** completed

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.

D Price — 7/31/26 — ☑ Requirements met ☐ Recommend denial
Development Srv Rep Signature — Date
Comment OCC Tax License applied for

Catherine McDonald — 4 August 2026 — ☑ Requirements met ☐ Recommend denial
Community Development Signature — Date
Comment

EC — 8-20-2026 — ☑ Requirements met ☐ Recommend denial
Records Clerk Signature — Date
Comment

[signature] — 18 August 26 — ☑ Requirements met ☐ Recommend denial
Police Signature — Date
Comment

☑ AD E-MAILED TO CHEROKEE TRIBUNE, DATE: 8/21/26 TO RUN ON THE FOLLOWING DATES: 9/3 ; 9/10

☑ 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: 9/14/26

**Development Services Division**
12453 Highway 92, Woodstock, GA 30188
Office: (770) 592-6054

# 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** |
|---|---|---|
| ☐ Restaurant | ☑ Restaurant | ☑ Restaurant |
| ☐ Bar/Lounge | ☐ Bar/Lounge | ☐ Bar/Lounge |
| ☐ Private Club | ☐ Private Club | ☐ Private Club |
| ☐ Package Store | ☐ Package Store | ☐ Package Store |
| ☐ Live Entertainment | ☐ Live Entertainment | ☐ Live Entertainment |
| ☐ Manufacturing | ☐ Convenience Store | ☐ Convenience Store |
| | ☐ Grocery/Super Store | ☐ Grocery/Super Store |
| | ☐ Manufacturing | ☐ 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: DHAKAL BROTHERS LLC

D/B/A: GYRO AEGEAN GRILL

Street Address of Business: 9770 MAIN ST, WOODSTOCK, GA, 30188

Location Phone Number: 770-485-5236

Name of Business Owner: TARGAL DHAKAL

Mailing Address: 9770 MAIN ST, WOODSTOCK, GA, 30188.

FEDERAL TAX ID#: 87-3392215 GA SALES & USE TAX #: 308-640859

Owner Phone Number: [redacted] Fax Number: ~~gyrode~~ email gyrodegeangrillga@gmail.com.

RECEIVED 7/31/26

**Development Services Division**
12453 Highway 92, Woodstock, GA 30188
Office: (770) 592-6054

Are you married? ☑ Yes ☐ No If yes, please answer the following:

Spouse's Name: Smriti Amal

Social Security Number: [redacted] Driver's License #: [redacted]

Does Spouse Have 10% or More Interest in this Business? ☐ Yes ☑ No

Have you or your spouse ever been convicted of a felony within ten (10) years and/or misdemeanor within five (5) years immediately prior to filing this application relating to any Alcohol Beverage Business or any state law, county or municipal ordinance violation relating to any Alcohol Beverage business? ☐ Yes ☑ No

If yes, please give name, association with business, the year of conviction and the crime as charged: N/A.

Are there any pending charges or citations against you by any law enforcement entity? ☐ Yes ☑ No If yes, please explain:

Are you or your spouse related to any distributor or wholesaler of malt beverages or employees thereof, within the first degree of consanguinity or affinity as computed according to the civil law so that there might be special concessions granted the license to give him a competitive advantage over others not similarly privileged? ☐ Yes ☑ No

**OWNERSHIP INFORMATION** - *Fingerprint and Consent Form required for each*

For corporations or LLC, complete the following:

Name of corporation: Dhakal Brothers LLC.

Date Incorporated: 06/28/2021 Place of Incorporation: GA.

Address: [redacted]

City: [redacted] State: GA. Zip: [redacted]

Complete the following for any partners, officers, directors and/or stockholders. If anyone listed has 10% or more interest in the business, an Owner Information Form for each is required:

Name: Uday Dhakal Percent of Interest: 40 %

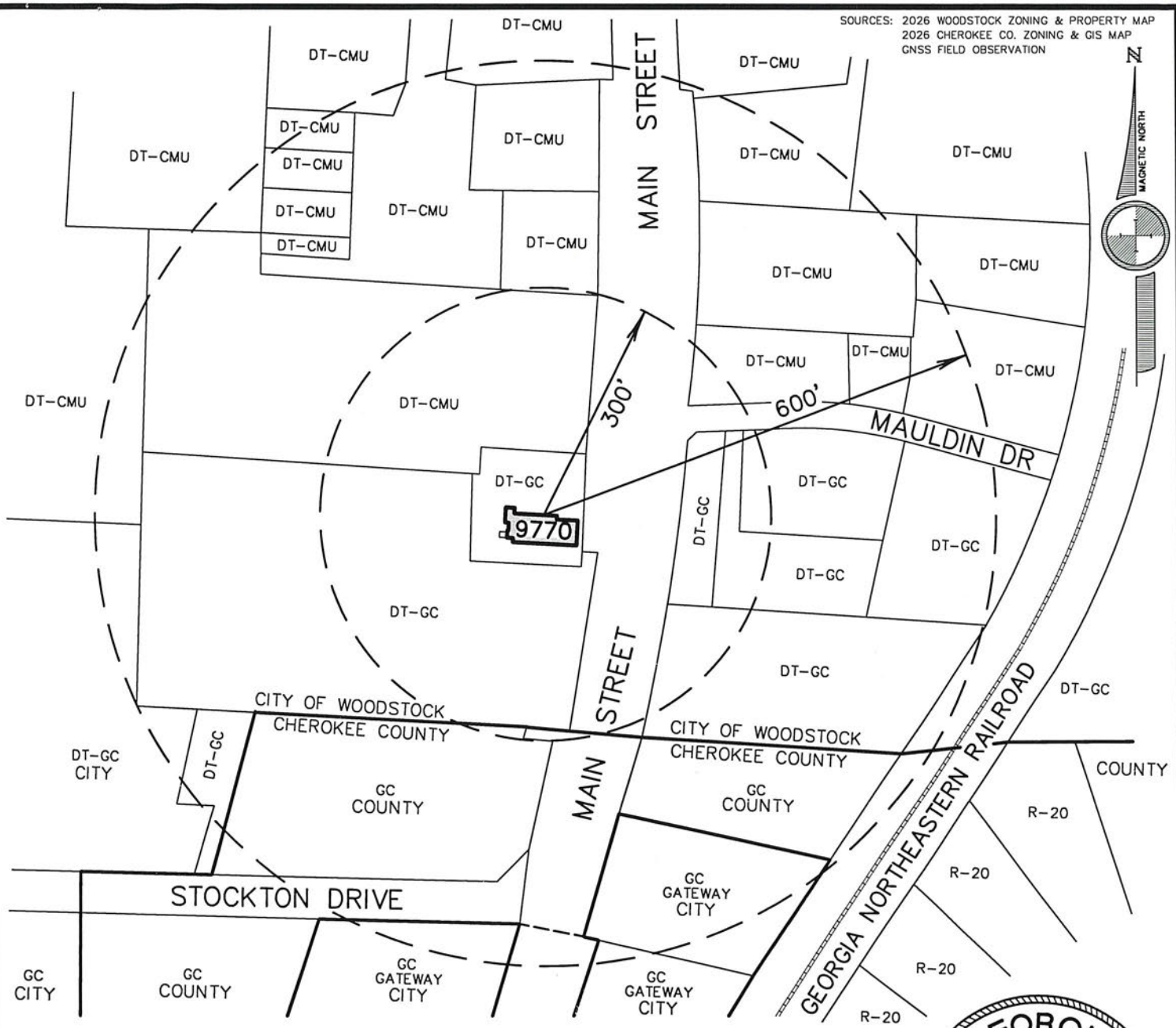
Name: Tapolal Dhakal Percent of Interest: 20 %

Name: Biraj Dhakal. Percent of Interest: 20 %

Name: Jun Maya Khatri Percent of Interest: 20 %

Name: Percent of Interest: %

Name: Percent of Interest: %




| FACILITY | NAME/ADDRESS | DISTANCE |
|---|---|---|
| ① RESIDENTIAL (R-20): | 145 TIMBERLAND ST. | 684 FT. |
| ② SCHOOL: | WOODSTOCK ELEM. SCH.: 230 ROPER RD. | 8,765 FT. |
| ② SCHOOL: | CHATTAHOOCHEE TECHNICAL COLLEGE: 8371 MAIN ST. | 7,286 FT. |
| ③ CHURCH: | THE FACTORY CHURCH: 9872 MAIN ST. | 676 FT. |
| ④ DAYCARE: | TOP KNOTCH KIDS CARE: 9914 HWY 92 | 1,190 FT. |
| ⑤ ALCOHOL TREATMENT: | FIRM FOUNDATION TREATMENT CENTER: 325 CREEKSTONE RIDGE | 2,904 FT. |

200 0 100 200 400

GRAPHIC SCALE: 1" = 200'

ZONING DEFINITIONS
DT-GC: DOWNTOWN GENERAL COMMERCIAL
DT-CMU: DOWNTOWN COMMERCIAL MIXED USE
R-20: RESIDENTIAL 20,000 SF (CHEROKEE CO)

NOTE:
THE DISTANCES SHOWN WERE MEASURED IN ACCORDANCE WITH RULE 560-2-2-.12 OF THE RULES OF THE STATE OF GEORGIA.

GEORGIA REGISTERED No. 2569 PROFESSIONAL LAND SURVEYOR MICHAEL A. HUGHES

ACCESS CONSULTANTS
LAND PLANNING – CIVIL DESIGN – LAND SURVEYING
104 HAYGOOD DRIVE
WOODSTOCK, GA 30188
TELEPHONE (770) 560-8849

# ALCOHOLIC BEVERAGE LICENSE SURVEY

## GYRO AEGEAN GRILL

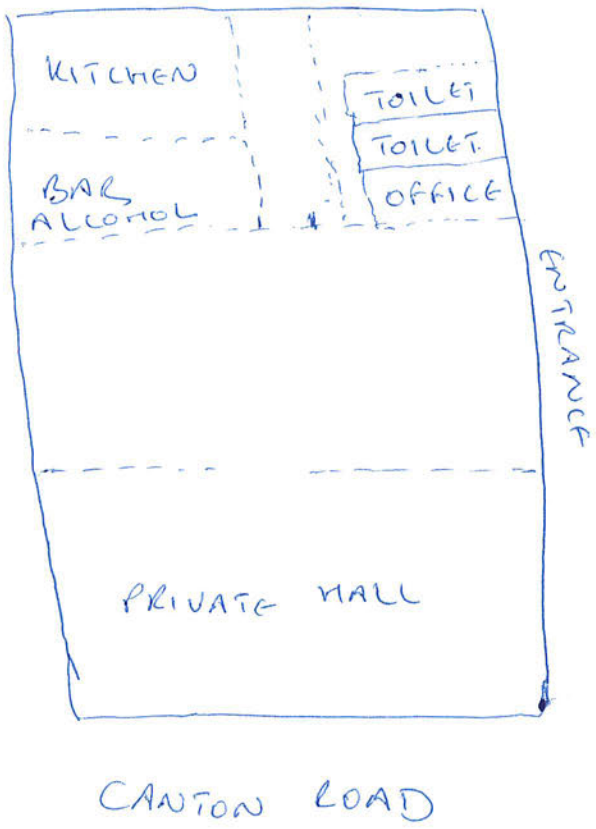
9770 MAIN STREET
ZONED: DT-GC DOWNTOWN GENERAL COMMERCIAL
TAX I.D.: 15N12228
LAND LOT 1211 & 1212; 15th DIST.; 2nd SECT.
CITY OF WOODSTOCK
CHEROKEE COUNTY, GEORGIA
SCALE: 1"= 200' JULY 23, 2026

© COPYRIGHT 2026 – ACCESS CONSULTANTS

JOB NAME: GYRO AEGEAN/WDSTK

9770 MAIN ST. WOODSTOCK, GA, 30188

GYRO AEGEAN GRILL



**AGENDA ITEM NO. 7.2**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Karen Gammill, Public Works |
| **ITEM TYPE:** | Budget Approval/Amendment |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve MAJBA JE 22051 to Reallocate TSPLOST I Project Funds to the Reeves Street Connection Project** |

**SUGGESTED ACTION:**

Request for approval of MAJBA JE 22051 to reallocate T-SPLOST funds from the Paden Street project to the Reeves Street Connection project. Due to right-of way acquisition delays on Paden Street, funds are requested to be redirected to Reeves Street, which is nearly ready for construction. Additional funds beyond the initial estimate are required to cover expanded engineering costs, construction, and other City expenses, including street lighting, asbestos survey and abatement, Rectangular Rapid Flashing Beacons (RRFBs), and site testing. Right-of-way acquisition and engineering for the Reeves Street are almost complete, and the project will soon be ready for bid.

**ATTACHMENTS:**

MAJBA JE 22051 - 4215 To Move Funds to Reeves St Extension.pdf

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

**Name of Department** **335 - 4215 T-SPLOST**
**Budget Amendment #** **MAJBA JE 22051**

**Explanation of Request**

This major budget amendment reallocates T-SPLOST funding from the Paden Street project to the Reeves Street connection project. Due to right-of-way acquisition delays on Paden Street, funds are requested to be redirected to Reeves Street, which is ready for construction. Additional funding above the original estimate is required to cover expanded engineering costs and City expenses, such as street lighting, asbestos survey and abatement, Rectangular Rapid Flashing Beacons (RRFBs), and site testing.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 335-4215-541442-00-REEVES | Reeves Street Extension | $ 1,250,000.00 | |
| 335-4215-541442-00-PADEN0 | Paden Street Extension | | $ 1,250,000.00 |
| **TOTALS** | | **$ 1,250,000.00** | **$ 1,250,000.00** |

**AGENDA ITEM NO. 7.3**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Karen Gammill, Public Works |
| **ITEM TYPE:** | Budget Approval/Amendment |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Change Order 1 and Related MAJBA JE 22141 for Main Street at Elm Pedestrian Intersection Improvement Project** |
| **SUGGESTED ACTION:** | Request approval of Change Order 1 (CO 1) and the related MAJBA JE 22141 for additional funding for the Main Street at Elm Street Intersection Improvement contract with R & B Developer. Construction required increased quantities of asphalt, tack coat, and concrete sidewalk, along with an added stormwater inlet and temporary thermoplastic crosswalk striping. MAJBA JE 22141 reallocates SPLOST VII funds from the Sidewalk and Trail Improvement projects to cover this expanded scope. |

**ATTACHMENTS:**

MAJBA JE 22141 - 4215 Addl Funds Main St Elm St Project.pdf

2026 - 07 - RB Developer - Quantity Additions Change Order.pdf

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

**Name of Department** **437 - 4215 SPLOST VII**
**Budget Amendment #** **MAJBA JE 22141**

**Explanation of Request**

This major budget amendment reallocates SPLOST VII funding from the Sidewalk Improvement and Trail Improvement projects to the Main Street at Elm Pedestrian Intersection improvement project due to additional quantities of asphalt, tack coat, and concrete sidewalk work. Additionally, an extra stormwater inlet was installed, along with temporary thermoplastic striping for the crosswalk until final specialized striping can be completed.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 437-4215-541410-00-MSESII | Main St/Elm St Intersection Improvement | $ 39,464.38 | |
| 437-4215-541410-00-00TIMP | Trail Improvement Plan | | $ 19,732.19 |
| 437-4215-541410-00-00SIMP | Sidewalk Improvement Plan | | $ 19,732.19 |
| **TOTALS** | | **$ 39,464.38** | **$ 39,464.38** |

**CONTRACT CHANGE ORDER**

| | | |
|---|---|---|
| Contract No. 2026-07 | Order No. 0001 | Date: 09/01/2026 |
| Project Title: RFP# 2026-07 Main at Elm St Pedestrian Improvements | | State: Georgia |
| Owner: City of Woodstock, Georgia | | County: Cherokee |

TO: R & B Developer, Inc.
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications.

| Description of Changes (Supplemental Plans & Specs. Attached) | Decrease In Contract Price | Increase In Contract Price |
|---|---|---|
| RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | | $150.00 |
| RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME | | $4,900.50 |
| RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME | | $17.50 |
| TACK COAT | | $18,200.00 |
| MILL ASPH CONC PVMT, 1 ½ IN DEPTH | | $3,652.80 |
| CONC SIDEWALK, 4 IN | | $1,620.00 |
| CLASS B CONC, BASE OR PVMT WIDENING | | $794.20 |
| DROP INLET, GP 1 | | $5,500.00 |
| THERMOPLASTIC TRAF STRIPING, YELLOW | | $45.38 |
| RAISED PVMT MARKERS TP 1 | | $12.00 |
| RAISED PVMT MARKERS TP 3 | | $12.00 |
| CONDUIT, NONMETL, TP 3, 2IN | | $2,600.00 |
| DIRECTIONAL BORE – 5” | | $400.00 |
| THERMOPLASTIC CROSSWALK STRIPING | | $1,560.00 |
| TOTAL | | $39,464.38 |

Justification: Additional asphalt and tack material along with striping were needed as initial estimated calculations had an error with tack quantities. New electrical conduit was required after discovering the original conduit was located beneath the sidewalk; to prevent future damage of this conduit, the new conduit was relocated outside the sidewalk limits into the grass. One additional stormwater drop inlet was also required after it was discovered that the area was sinking. Thermoplastic striping was touched up on the pedestrian crossing as required.

Previous Contract Amount: $291,766.00

Amount of Change Order: $39,464.38

Current Contract Amount: $331,230.38

---

Previous Contract Time Days NA_____ Date NA_____

Change in Contract Time Days NA_____

Current Contract Time Days NA_____ Date _____

REQUESTED:_____ _____
(City Manager) (Date)

RECOMMENDED:_____ _____
(Public Works Director) (Date)

ACCEPTED: _____ 09/03/2026
Haresh G. Kachchi (Contractor) (Date)

This document will be used as a record of any changes to the original construction contract.

**AGENDA ITEM NO. 7.4**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Chris Luly, Special Projects |
| **ITEM TYPE:** | Contracts, Agreements, Leases |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Development and Funding Agreement with Toll Southeast LP Company, Inc.** |
| **SUGGESTED ACTION:** | Request for approval of a development and funding agreement with Toll Southeast LP Company, Inc. for infrastructure improvement work. The agreement assigns funding and construction responsibilities for roadway and intersection improvements along Barnesdale Terrace and the intersection of Barnesdale Terrace and Main Street. Work includes engineering and constructing a traffic signal, improving roadway width and surfacing and constructing other roadway and pedestrian improvements associated with a proposed residential development. |

**ATTACHMENTS:**

Woodstock Toll - Barnesdale Terrace - Development and Funding Agreement FINAL w Exhibits 20260904r.pdf

# DEVELOPMENT AND FUNDING AGREEMENT

**This DEVELOPMENT AND FUNDING AGREEMENT** (this "Agreement") is made and entered into as of the ___ day of _____ 2026 (the "Effective Date"), by and between **TOLL SOUTHEAST LP COMPANY, INC.**, a Delaware corporation ("Developer"), and the **CITY OF WOODSTOCK, GEORGIA** ("City").

R E C I T A L S:

A. Developer is under contract to acquire or is the owner of certain real property located in Woodstock, Cherokee County, Georgia, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Developer Parcel").

B. Developer anticipates constructing a single-family residential project on the Developer Parcel (the "Project").

C. In connection with the anticipated development of the Developer Parcel, the City and Developer have agreed to perform certain infrastructure improvement work with respect to the Project upon the occurrence of certain events, all as more particularly described in this Agreement. The City has determined that the Infrastructure Improvement Work, as defined herein, serves a valid public purpose by improving traffic safety, transportation operations, public infrastructure, and access within the City, and that the City's participation is authorized by applicable law and subject to the terms and conditions of this Agreement.

A G R E E M E N T:

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

Section 1. Recitals. The above recitals are true and correct and fully incorporated into the body of this Agreement as if fully restated herein.

Section 2. Infrastructure Improvement Work.

(a) The following activities shall collectively constitute the "Infrastructure Improvement Work" or "Work" to be performed pursuant to this Agreement, which Work shall be completed by the party as set forth below and the scope of the Work shall be limited to that scope as shown on the plans attached and made a part hereto as Exhibit B (the "Plans"):

(i) The City shall install a traffic signal at the intersection of Barnesdale Terrace and Main Street ("City Work");

(ii) Developer shall provide two uniform lanes of asphalt paving, each a minimum width of 10.5 feet from the intersection with Main Street to the new terminus of Barnesdale Terrace;

(iii) Developer shall improve the South side of Barnesdale Terrace in accordance with City standards; and

(iv) There shall be no requirement to improve the North side of Barnesdale Terrace (beyond any additional asphalt paving), unless during permitting review it is determined by the hydrology analysis prepared by Developer that any property located along the North side of Barnesdale Terrace will be negatively impacted by additional stormwater runoff and erosion ("Hydrology Analysis"). Developer shall provide the City with a copy of the Hydrology Analysis contemporaneous with the Effective Date. The City shall have the right to have an independent third party of its choosing review the Hydrology Analysis, and if such independent third party disagrees with the findings of the Hydrology Analysis, the independent third party shall make a determination as to the requirements regarding improving the North side of Barnesdale Terrace, which Developer shall follow if such determination is received by Developer within thirty (30) days of the Effective Date otherwise the Hydrology Analysis shall control. If there are improvements requirements for the North side of Barnesdale Terrace, the Developer shall install curb and gutter to protect such property locations that would otherwise be negatively impacted by the additional stormwater runoff and erosion from the Project, as shall be set forth on the LDP and confirmed as an as-built recertification, however, the City shall have the sole responsibility to acquire any required right-of-way needed to install the curb and gutter.

(b) The Infrastructure Improvement Work shall be limited to the improvements expressly shown on the Plans. There shall be no expansion of the scope of work as set forth above and on the Plans unless approved by the Developer and the Mayor and City Council or other duly authorized City representative, as applicable. All Infrastructure Improvement Work must be reviewed and approved by the City's Project Review Team and shall be constructed in accordance with City standards.

(c) City, at City's sole cost and expense, shall be solely responsible for the design, construction and traffic safety of the City Work including, without limitation, the acquisition of any required easements or rights-of-way. City agrees (i) not to delay the issuance of, condition or otherwise withhold the issuance of any permits, inspections or certificates of occupancy with respect to the Project due to the City Work, (ii) to schedule all final inspections and obtain all applicable approvals for all of the City Work from all appropriate governmental authorities, and (iii) to perform and complete the City Work in strict accordance with the requirements of this Agreement and all applicable rules, regulations, ordinances, and laws. Developer's review of City's plans, specifications, drawings and similar documents shall create no responsibility or liability on the part of Developer for the completeness, design sufficiency, or compliance with applicable rules, regulations, ordinances, or laws with respect to such documents or any work performed based upon such documents. The City reserves the right to withhold the certificate of

occupancy for the final home to be built at the Project should the Developer fail to properly perform their responsibilities of the Infrastructure Work, until the time that Developer does perform.

(d) The City's obligations under this Agreement are subject to approval by the Mayor and City Council, availability and appropriation of legally available funds, compliance with all applicable public procurement requirements, receipt of all required permits, easements, rights-of-way, utility approvals, GDOT approvals, and other third-party approvals, and the City's determination that the Infrastructure Improvement Work is feasible, lawful, and serves a valid public purpose.

(e) The design, procurement, contracting, and construction of the Infrastructure Improvement Work shall be performed in accordance with all applicable federal, state, and local laws, including without limitation applicable public works, purchasing, bidding, bonding, and procurement requirements and the City's purchasing policies.

(f) Developer shall, at its sole cost and expense, design, permit, construct, install, dedicate, warrant, and maintain until acceptance all infrastructure improvements required for or attributable to the Project under applicable law, City ordinances, development approvals, traffic studies, stormwater requirements, utility requirements, approved plans, and permit conditions, except only those specific portions of the Infrastructure Improvement Work expressly identified in this Agreement as the City's responsibility. All permits, inspections, approvals, certificates of occupancy, and other governmental authorizations for the Project shall remain subject to Developer's compliance with all applicable laws, ordinances, regulations, development conditions, building codes, fire codes, stormwater requirements, transportation requirements, and other applicable City requirements.

(g) Nothing in this Agreement shall limit, impair, waive, or restrict the City's legislative, governmental, regulatory, zoning, permitting, inspection, enforcement, or police powers.

Section 3. Funding; Commencement and Completion of Work.

(a) In consideration of the City's performance of the City Work, Developer agrees to pay the City the full cost of engineering for the traffic signal at the intersection of Barnesdale Terrace and Main Street, up to the sum of One Hundred and Fifty Thousand and No/100 Dollars ($150,000.00) towards engineering for the traffic signal at the intersection of Barnesdale Terrace and Main Street (the "Developer Contribution"). Developer shall pay the Developer Contribution to the City in immediately available funds within thirty (30) days following issuance of the LDP for the Project, but in no event prior to the time that Developer has acquired legal title to the Developer Parcel. The Developer Contribution shall be non-refundable other than for (A) a City default, (B) the City's failure to complete engineering for the traffic signal at the intersection of Barnesdale Terrance and Main Street within seven (7) months after issuance of the LDP for the Project, or (C) the City's failure to have such traffic signal installed and operational within twenty-four (24) months after issuance of the LDP for the Project. Upon the occurrence of either (B) or (C) above, the City shall repay the Developer Contribution to Developer in full within fifteen (15)

days after Developer's written demand therefor. The Developer Contribution may only be used by the City for engineering of the traffic signal at the intersection of Barnesdale Terrace and Main Street.

(b) The City shall have no obligation to commence or complete any portion of the Infrastructure Improvement Work unless and until sufficient funds have been appropriated and are legally available for such purpose and all required governmental and third-party approvals have been obtained. Nothing in this Agreement shall require the City to expend funds in excess of amounts lawfully appropriated for the Infrastructure Improvement Work.

Section 4. Default. Developer's failure to timely pay the Developer Contribution shall constitute a material default. Upon such default, following notice and a ten (10) day period to cure, the City may suspend all obligations under this Agreement and pursue all remedies available at law, but in no event shall Developer be liable for indirect, consequential, special, or punitive damages. City's failure to timely complete the City Work shall constitute a material default. Upon such default, following notice and a ten (10) day period to cure, Developer may suspend all obligations under this Agreement and pursue all remedies available at law, but in no event shall Developer be entitled to specific performance, mandamus, damages, or other relief compelling the City to exercise legislative, regulatory, permitting, or police powers in any particular manner.

Section 5. Indemnification. Developer shall indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, and representatives from and against all claims, damages, losses, liabilities, costs, expenses, and attorneys' fees arising out of or relating to: (i) the Project; (ii) Developer's work or omissions; (iii) the acts or omissions of Developer or its contractors, subcontractors, consultants, employees, or agents; (iv) Developer's breach of this Agreement; or (v) any claim for bodily injury, death, property damage, lien, or regulatory violation caused by Developer or its contractors, subcontractors, consultants, employees, or agents. To the extent allowed by State law, City shall indemnify, defend, and hold harmless the Developer and its officers, employees, agents, and representatives from and against all claims, damages, losses, liabilities, costs, expenses, and attorneys' fees arising out of or relating to (i) the City's Work or omissions; (iii) the acts or omissions of City or its contractors, subcontractors, consultants, employees, or agents; (iv) City's breach of this Agreement; or (v) any claim for bodily injury, death, property damage, lien, or regulatory violation caused by City or its contractors, subcontractors, consultants, employees, or agents. These indemnities shall not apply to the extent caused by the gross negligence or willful misconduct of the indemnified party.

Section 6. Time of Essence. Time is of the essence with respect to Developer's payment obligations. The City shall use commercially reasonable efforts to perform the City's Work in accordance with the applicable schedule; however, the City shall not be responsible for delays caused by force majeure events, procurement requirements, third-party approvals, utility coordination, right-of-way acquisition, or other matters outside the City's reasonable control. The schedule for the City's Work shall be extended for the period of any such delay, provided that the total extension under this provision shall not exceed one hundred twenty (120) days in the aggregate.

Section 7. Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively, "Notices") shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered by hand or by receipted overnight courier service (such as Federal Express), sender paid, or if it is mailed by registered or certified mail, return receipt requested, postage paid to the parties at the addresses shown below. Initial notice addresses are as follows:

To Developer:

Toll Southeast LP Company, Inc.
2400 Lakeview Parkway, Suite 650
Alpharetta, GA 30009
Attn: Eric White, Division President
Email: ewhite1@tollbrothers.com

With a copy to:

Toll Brothers
12020 Sunrise Valley Drive, Suite 200
Reston, VA 20191
Attn: Michael R. Macaninch
Email: mmacaninch@tollbrothers.com

To City of Woodstock, Georgia:

City of Woodstock, Georgia
12453 Hwy 92
Woodstock, Georgia 30188
Attn: City Manager
Email: Jmoon@woodstockga.gov

With a copy to:

Dyer Rusbridge Argo, P.C.
687 Marietta Highway
Canton, Georgia 30114
Attention: Jeffrey Rusbridge, Esq.

Any Notice so given shall be deemed given on the date of delivery (where hand delivered) or on the date of deposit as aforesaid with the overnight courier service or U.S. Postal Service. The period in which response to notice must be given or taken, however, shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt. Upon at least ten (10) days' prior written notice, each party shall have the right to change its address or the address or party designated to receive copies of notice set to it to any other address or party within the United States of America. Notices may be given by a party's attorney or other authorized representative.

Section 8. Successors and Assigns. The terms and conditions of this Agreement shall run with the land, and be binding upon and inure to the benefit of all of the parties having any right, title or interest in or to same, or any part thereof, and their respective successors in interest and assigns; provided, however, that this Agreement is not assignable by either party, except Developer

may assign this Agreement to the single purpose entity that acquires fee simple title to the Developer Parcel.

Section 9. Cooperation. Each party agrees to provide reasonable cooperation to each other so as to timely affect and carry out the intention of the parties as to those matters addressed in this Agreement.

Section 10. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between City and Developer.

Section 11. Costs and Attorneys' Fees. If any party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorneys' fees, incurred at all trial and appellate levels.

Section 12. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

Section 13. Consent. Wherever the consent or approval of a party is required hereunder and to the extent not otherwise specifically provided herein, such party's consent shall not be unreasonably withheld, conditioned or delayed.

Section 14. Interpretation of Agreement. Each party hereto has been represented in the negotiation of this Agreement by legal counsel of its choosing and has contributed to and participated in the preparation of the final form of this Agreement. Accordingly, no party shall be deemed to be the preparer of this Agreement for any purpose, nor have any ambiguities in this Agreement interpreted against their interests as a result of their being the preparer of this Agreement in any matter or proceeding in which the interpretation of this Agreement is at issue.

Section 15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 16. Severable Provisions. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, the provision in question to any other extent, and the application thereof to any other person or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 17. Captions. The titles or captions contained in this Agreement are for convenience only and shall neither restrict nor amplify the provisions hereof.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements,

written or oral. This Agreement shall not be amended or changed except by written instrument signed by the parties hereto.

Section 19. No Third-Party Beneficiaries. This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person or entity whatsoever shall have the rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 20. Waiver. Failure of either City or Developer to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of City's or Developer's right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.

Section 21. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. Executed counterpart copies of this Agreement transmitted by electronic means shall be valid as originals.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the date first set forth above.

**Developer:**

_____
Witness

Toll Southeast LP Company, Inc.,
a _____

By:_____
Its:_____

_____
Notary Public

Date: _____

**City:**

_____
Witness

**CITY OF WOODSTOCK, GEORGIA,**
a municipality incorporated under the law of the State of Georgia

_____
Notary Public

By:_____
Its: Mayor

Attest: _____
Name: _____
Its:_____

Date: _____

[MUNICIPAL SEAL]

# EXHIBIT A

## LEGAL DESCRIPTION OF THE DEVELOPER PARCEL

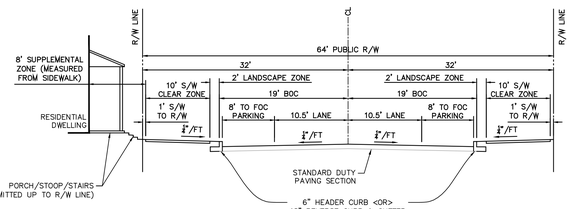
All that tract or parcel of land lying and being in Land Lot 1093 of the 15th District, 2nd Section, City of Woodstock, Cherokee County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING commence at a 3/4" rebar found at the intersection of the westerly Right of Way of Main Street (Variable R/W) and the southerly Right of Way of Barnesdale Terrace (30' R/W); thence running along said Right of Way of Barnesdale Terrace South 89° 27' 45" West a distance of 150.25 feet to a 1/2" rebar found; thence South 89° 44' 46" West a distance of 149.70 to a 1/2" rebar found and the TRUE POINT OF BEGINNING; from the point thus established and leaving said Right of Way South 08° 03' 16" East a distance of 179.80 feet to a 1/2" rebar found; thence South 89° 38' 55" West a distance of 317.15 feet to a 1/2" rebar found; thence South 00° 23' 09" East a distance of 264.43 feet to a 1/2" rebar found on the Land Lot line common to Land Lots 1093 & 1140; thence running along said Land Lot line the following courses: North 87° 49' 39" West a distance of 225.25 feet to a 1/2" rebar found; thence North 88° 29' 13" West a distance of 29.64 feet to a 1/2" rebar with cap found; thence North 87° 57' 15" West a distance of 166.19 feet to a point; thence North 87° 57' 15" West a distance of 403.92 feet to a 1/2" rebar found; thence North 87° 57' 15" West a distance of 178.14 feet to a point; thence North 87° 57' 15" West a distance of 209.77 feet to a 3/4" rebar found; thence leaving said Land Lot line North 01° 20' 34" East a distance of 395.13 feet to a 3/4" open top pipe found on the aforementioned Right of Way of Barnesdale Terrace; thence running along said Right of Way the following courses: North 89° 48' 01" East a distance of 201.04 feet to a 1/2" rebar found; thence North 89° 51' 30" East a distance of 177.94 feet to a 1/2" rebar found; thence North 89° 34' 43" East a distance of 200.84 feet to a 1/2" rebar found; thence South 89° 50' 02" East a distance of 201.57 feet to a 1/2" rebar found; thence North 89° 53' 44" East a distance of 195.86 feet to a 1/2" rebar found; thence North 89° 52' 55" East a distance of 144.97 feet to a 1/2" rebar found; thence North 89° 30' 40" East a distance of 370.84 feet to the TRUE POINT OF BEGINNING. Said tract contains 12.832 Acres (558,959 Square Feet).

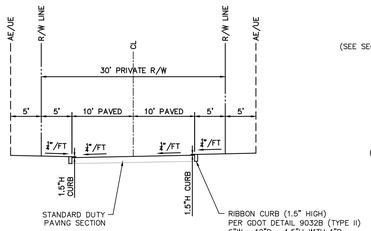
**EXHIBIT "B"**

**PLANS**

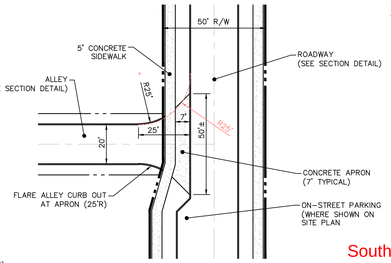
See Following Page



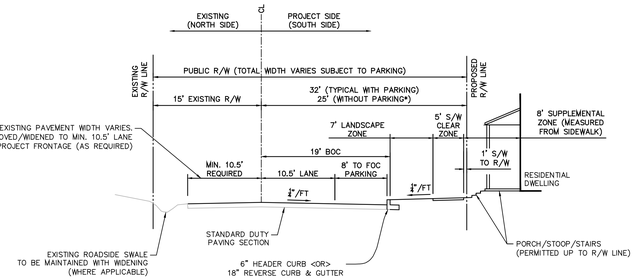

1 25 MARKET STREET ROADWAY SECTION
SCALE: NONE




4 25 TYPICAL ALLEY SECTION
SCALE: NONE



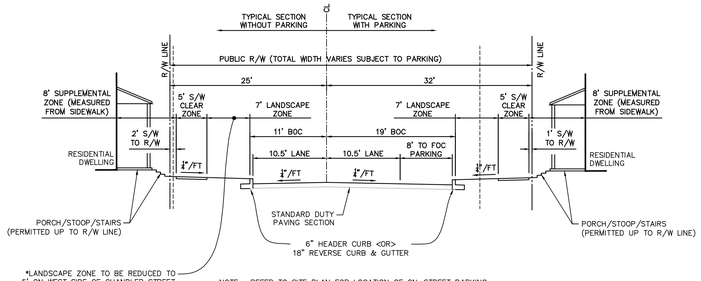

5 25 TYPICAL ALLEY APRON
SCALE: 1" = 30'




* REFER TO TYPICAL ROADWAY SECTION WITHOUT PARKING

BARNESDALE ROAD IMPROVEMENTS TO BE ALONG ENTIRE PROJECT FRONTAGE EXCEPT FOR PORTION OF ROAD WEST OF THE INTERSECTION WITH CHANDLER STREET.

2 25 BARNESDALE TERRACE ROADWAY SECTION
SCALE: NONE




*LANDSCAPE ZONE TO BE REDUCED TO 5' ON WEST SIDE OF CHANDLER STREET TO ALIGN WITH EXISTING SIDEWALK LOCATION IN ROADWAY TO THE SOUTH.

LANDSCAPE ZONE TO INCREASE TO TYPICAL 7' NORTH OF PROPOSED ALLEY INTERSECTION.

NOTE: REFER TO SITE PLAN FOR LOCATION OF ON-STREET PARKING

THIS SECTION SHALL APPLY TO REEVES STREET, CHANDLER LANE & PROPOSED INTERNAL ROADWAYS (WITH NOTED EXCEPTION TO CHANDLER LANE AT CONNECTION TO EXISTING STUB FROM SOUTH).

3 25 TYPICAL ROADWAY SECTION
SCALE: NONE

Asphalt paving two uniform lanes a minimum width of 10.5 feet from the intersection of Main Street to the new terminus of Barnesdale Terrace

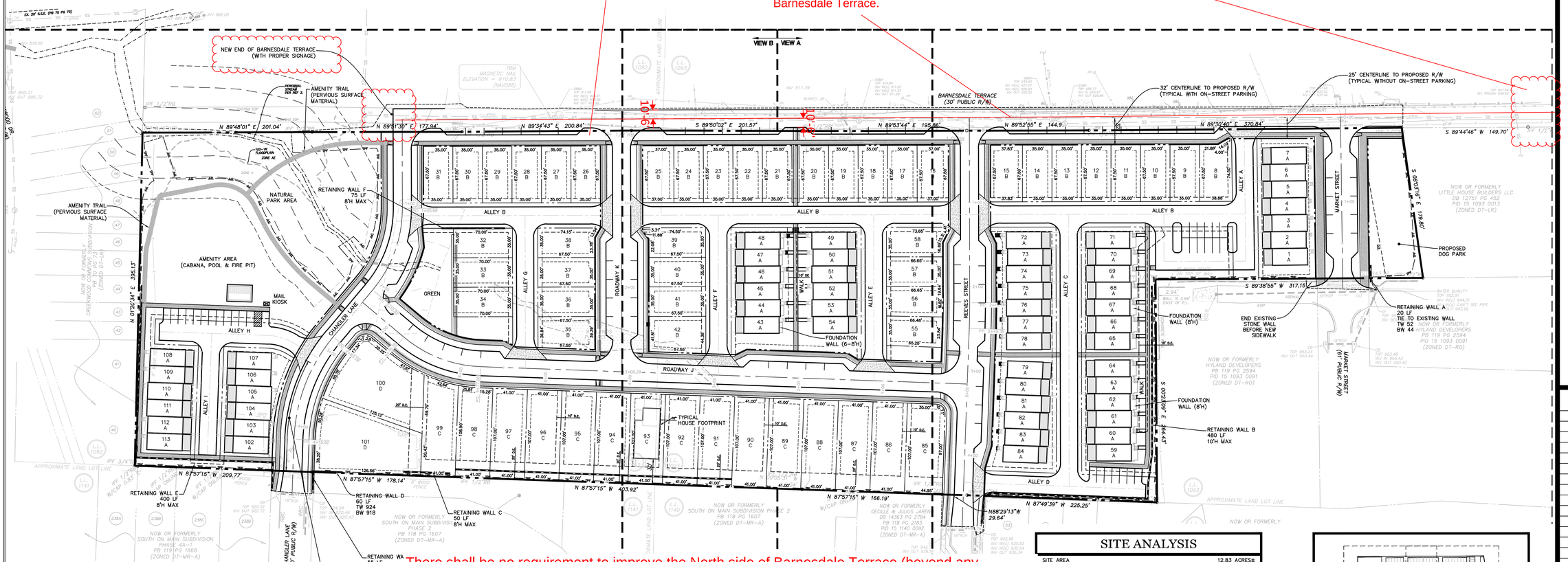
The Infrastructure Improvement Work shall be limited to the improvements expressly shown on the Plans. There shall be no expansion of the scope of work as set forth above and on the Plans unless approved by the Developer and the Mayor and City Council or other duly authorized City representative, as applicable. All Infrastructure Improvement Work must be reviewed and approved by the City's Project Review Team and shall be constructed in accordance with City standards.

South side of Barnesdale Terrace (property frontage) shall be improved in accordance with City standard

Line is mid-point/centerline of Barnesdale Terrace.

UTILITY PLACEMENT NOTE:

DEVELOPER/CONTRACTOR TO COORDINATE WITH UTILITY PROVIDERS ON UTILITY LOCATION WITHIN STREETS & ALLEYS. HOMES TO BE SERVICED FROM THE ALLEYS (WHERE APPLICABLE) TO AVOID POTENTIAL CONFLICT WITH STREET TREES. WATER & GAS LINES WITHIN THE STREET 50' R/W TO BE PLACED UNDER THE SIDEWALK LOCATION (TYPICAL). REFER TO ROAD/ALLEY CROSS SECTIONS (ALLEYS HAVE AN ADDITIONAL 5 FT UTILITY EASEMENT BEYOND THE PRIVATE R/W).



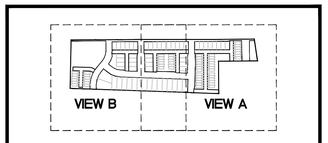

A 25' STATE UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
B 50' CITY UNDISTURBED STREAM BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
C 75' CITY IMPERVIOUS SETBACK (AS MEASURED FROM POINT OF WRESTED VEGETATION)

There shall be no requirement to improve the North side of Barnesdale Terrace (beyond any additional asphalt paving), unless during permitting review it is determined by the hydrology analysis prepared by Developer that any property located along the North side of Barnesdale Terrace will be negatively impacted by additional stormwater runoff and erosion ("Hydrology Analysis"). Developer shall provide the City with a copy of the Hydrology Analysis contemporaneous with the Effective Date. The City shall have the right to have an independent third party of its choosing review the Hydrology Analysis, and if such independent third party disagrees with the findings of the Hydrology Analysis, the independent third party shall make a determination as to the requirements regarding improving the North side of Barnesdale Terrace, which Developer shall follow if such determination is received by Developer within thirty (30) days of the Effective Date otherwise the Hydrology Analysis shall control. If there are improvements requirements for the North side of Barnesdale Terrace, the Developer shall install curb and gutter to protect such property locations that would otherwise be negatively impacted by the additional stormwater runoff and erosion from the Project, as shall be set forth on the LDP and confirmed as an as-built recertification, however, the City shall have the sole responsibility to acquire any required right-of-way needed to install the curb and gutter.

## SITE ANALYSIS

| | | |
|---|---|---|
| SITE AREA | | 12.83 ACRES± |
| RESIDENTIAL YIELD | (A) 20' REAR ENTRY TOWNHOMES | 57 UNITS |
| | (B) 35' REAR ENTRY DETACHED LOT | 39 UNITS |
| | (C) 40' FRONT ENTRY DETACHED LOT | 15 UNITS |
| | (D) 7,500 S.F. FRONT ENTRY LOT | 2 UNITS |
| | TOTAL | 113 UNITS |
| RESIDENTIAL DENSITY | | 8.81 UNITS/AC |
| OPEN SPACE PROVIDED | | 32.0% (4.11 AC±) |
| DT-MR-A ZONING CRITERIA | | |
| MAXIMUM DENSITY PERMITTED | | 9.0 UNITS/AC |
| MINIMUM LOT AREA | | 1,200 S.F. |
| MINIMUM LOT WIDTH | | 16 FEET |
| OPEN SPACE REQUIRED | | 20% (2.57 AC±) |
| REQUIRED BUILDING SETBACKS | SUPPLEMENTAL ZONE | 8 FT* |
| | SIDE | 5 FEET |
| | REAR | 5 FEET |
| PARKING REQUIRED | 113 UNITS X 2 SP/UNIT | 226 SPACES |
| PARKING PROVIDED | 2 DRIVEWAY SPACES/UNIT | 226 SPACES |
| | PRIVATE ALLEY GUEST PARKING | 32 SPACES |
| | PUBLIC ON-STREET PARKING | 67 SPACES |
| | TOTAL PROVIDED | 325 SPACES |

* AS MEASURED FROM SIDEWALK (VARIANCE REQUESTED TO ALLOW 7 FT ENCROACHMENT INTO SUPPLEMENTAL ZONE FOR PORCH/STOOP/STAIRS/ETC)




PLAN KEY MAP
1" = 500'

NORTH

0 25' 50' 100' 200'
SCALE: 1"= 50'

CP&E
CHRISTOPHER PLANNING & ENGINEERING
GEORGIA REGISTERED No. 029998 PROFESSIONAL ENGINEER CHRISTOPHER SCOTT CROWE
8/5/2026
GSWCC LEVEL II CERTIFIED
DESIGN PROFESSIONAL #05744
(EXP. 03.21.2027)
12460 CRABAPPLE ROAD, SUITE 202-612
ALPHARETTA, GA 30004
PHONE 770.331.7303
schristopher@christopherplanning.com

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CONSTRUCTION PLANS

FOR:

# BARNESDALE TERRACE TRACT

LAND LOTS 1092-1093 & 1140-1141
15th DISTRICT
CITY OF WOODSTOCK
CHEROKEE COUNTY, GEORGIA

FOR:

Toll Brothers
AMERICA'S LUXURY HOME BUILDER

2400 LAKEVIEW PARKWAY
SUITE 650
ALPHARETTA, GA 30009

24 HR CONTACT:
J.R. CROWE (#74061)
678.699.1403
jcrowe1@tollbrothers.com

REVISIONS

DATE: AUGUST 5, 2026
CP&E DRAWING NO: 2025147.10c.dwg

OVERALL SITE PLAN
(WITH STREET SECTIONS)

SHEET NO. 2 OF 31

**AGENDA ITEM NO. 7.5**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Chris Luly, Special Projects |
| **ITEM TYPE:** | Deeds, Easements, ROW Abandonments |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Ratify Purchase of Previously Completed Acquisition of Right-of-Way and Easements Associated with Parcel 4 - Market Street Extension** |
| **SUGGESTED ACTION:** | Request for approval to ratify the purchase of previously completed acquisition of 12,930.00 square feet of fee simple right of way, 583.23 square feet of permanent easement and 6,600.62 square feet of temporary easement from Parcel 4 for the Market Street Extension project. |

**ATTACHMENTS:**

ROW Deed(recorded).pdf

Right of Way Plans - Market St - 012226.pdf

DEED BOOK:15138 PG:834 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed

Return to:
Dyer Rusbridge Argo, P.C.
687 Marietta Hwy.
Canton, Georgia 30114

---------- [Space Above This Line for Recording Date] ----------

# CITY OF WOODSTOCK, GEORGIA
# RIGHT OF WAY DEED

GEORGIA, CHEROKEE COUNTY Project: Market Street Connector

THIS CONVEYANCE made and executed the 27 day of August, 20 24

WITNESSETH that **Wawa Capital Group, LLC**, a Georgia limited liability company, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in Cherokee County through which the Market Street Connector Project, has been laid out by the City of Woodstock being more particularly described in a map and drawing of said road in the office of the City of Woodstock, 12453 GA-92, Woodstock, GA 30188, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to the **City of Woodstock, Georgia**, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 1140 of the 15th Land District, 2nd Section of Cherokee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.297 acres, more or less, as shown on the plat of the property prepared by Calco Engineering, which plat is attached hereto and made a part of this deed as Exhibit "B".

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Woodstock. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind itself, its heirs, executors and administrators, successors and assigns, forever to defend by virtue of these presents.

**DEED BOOK:15138 PG:835 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262**
**Rec: $25.00 TRANSFER TAX $0.00**
**Patty Baker, Clerk of Superior Court - Cherokee County, GA**
**e-Filed**

IN WITNESSETH WHEREOF, Grantor has hereunto set his/her/its/their hand and seal the day above written.

**Wawa Capital Group, LLC,**
a Georgia limited liability company

By: William Pu
Its: Member

Signed, Sealed and Delivered

this 27 day of August,
2026, in the presence of:

Witness

Notary Public

AUDREY N CONLEY
NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES
NOVEMBER 05, 2027

DEED BOOK:15138 PG:836 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed



## Legal Description for Parcel 4 – Required Right-Of-Way:

All that parcel or tract of land lying and being in land lot 1140, 15th Land District, 2nd Section, in the City of Woodstock, Cherokee County, Georgia and being more particularly described as follows:

Commencing from a point formed by the intersection of the Easterly right-of-way line of Market Street (50' right-of-way width) and the Southerly right-of-way line of Ingram Street (variable right-of-way width); Thence North 21 degrees 48 minutes 56 seconds West a distance of 6.78 feet to a point on the northerly right-of-way line of Ingram Street and being the property corner of now or formerly WAWA Capital Group, LLC; said point being the TRUE POINT OF BEGINNING. Thence continuing along said northerly right-of-way line of Ingram Street North 88 degrees 10 minutes 55.0 seconds West a distance of 58.54 feet to a point; Thence leaving said right-of-way line North 19 degrees 33 minutes 11.8 seconds West a distance of 53.94 feet to a point. Thence running along a curve to the right with a radius of 233.50 feet, being subtended by a chord having a Chord bearing of North 03 degrees 22 minutes 52.8 seconds West and a chord distance of 130.07 feet (having an arc length of 131.81 feet) to a point; Thence North 12 degrees 47 minutes 26.1 seconds East a distance of 35.34 feet to a point at the property corner common to now or formerly WAWA Capital Group, LLC and now or formerly unknown owner; Thence along said common property line South 87 degrees 14 minutes 10.6 seconds East a distance of 34.93 feet to a point at the property corner common to now or formerly WAWA Capital Group, LLC and now or formerly Elise M. Christ; Thence along said common property line South 10 degrees 54 minutes 56.0 seconds East a distance of 211.00 feet to a point on the northerly right-of-way line of Ingram Street and being the property corner common to now or formerly WAWA Capital Group, LLC and now or formerly Elise M. Christ; Thence along said northerly right-of-way line of Ingram Street South 10 degrees 54 minutes 51.80 seconds East a distance of 8.28 feet to the TRUE POINT OF BEGINNING.

Said tract or parcel containing 0.297 acres or 12,930.38 square feet, more or less.

DEED BOOK:15138 PG:837 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed



## Legal Description for Parcel 4 – Permanent Drainage Easement:

All that parcel or tract of land lying and being in land lots 1140, 15th Land District, 2nd Section, in the City of Woodstock, Cherokee County, Georgia and being more particularly described as follows:

Granted is the right to construct and maintain any required slopes and drainage within the easement area shown on the attached plat.

Commencing from a point formed by the intersection of the Easterly right-of-way line of Market Street (50' right-of-way width) and the Southerly right-of-way line of Ingram Street (variable right-of-way width); Thence North 21 degrees 48 minutes 56 seconds West a distance of 6.78 feet to a point on the northerly right-of-way line of Ingram Street and being the property corner of now or formerly WAWA Capital Group, LLC; Thence continuing along said northerly right-of-way line of Ingram Street North 88 degrees 10 minutes 55 seconds West a distance of 58.54 feet to a point; Thence North 19 degrees 33 minutes 12 seconds West a distance of 17.00 feet to a point; said point being the TRUE POINT OF BEGINNING. Thence South 70 degrees 26 minutes 07 seconds West a distance of 15.12 feet to a point; Thence North 88 degrees 10 minutes 55 seconds West a distance of 45.09 feet to a point; Thence North 01 degrees 49 minutes 05 seconds East a distance of 10.00 feet to a point; Thence South 88 degrees 10 minutes 55 seconds East a distance of 43.20 feet to a point; Thence North 70 degrees 26 minutes 07 seconds East a distance of 13.24 feet to a point; Thence South 19 degrees 33 minutes 12 seconds East a distance of 10.00 feet to the TRUE POINT OF BEGINNING.

Said tract or parcel containing 0.013 acres or 583.23 square feet, more or less.

DEED BOOK:15138 PG:838 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed



## Legal Description for Parcel 4 - Temporary Construction Easement Area 1:

All that parcel or tract of land lying and being in land lot 1140, 15th Land District, 2nd Section, in the City of Woodstock, Cherokee County, Georgia and being more particularly described as follows:

Granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as the City of Woodstock, Georgia may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement areas shown on the attached plats. Any slopes constructed will remain in place and the City of Woodstock, Georgia will cease to maintain said slopes upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Woodstock, Georgia.

Commencing from a point formed by the intersection of the Easterly right-of-way line of Market Street (50' right-of-way width) and the Southerly right-of-way line of Ingram Street (variable right-of-way width); Thence North 21 degrees 48 minutes 56 seconds West a distance of 6.78 feet to a point on the northerly right-of-way line of Ingram Street and being the property corner of now or formerly WAWA Capital Group, LLC; Thence continuing along said northerly right-of-way line of Ingram Street North 88 degrees 10 minutes 55 seconds West a distance of 58.54 feet to a point; said point being the TRUE POINT OF BEGINNING. Thence North 88 degrees 10 minutes 55 seconds West a distance of 64.97 feet to a point; Thence leaving said right-of-way line North 00 degrees 23 minutes 23 seconds West a distance of 10.33 feet to a point; Thence South 88 degrees 10 minutes 55 seconds East a distance of 45.09 feet to a point; Thence North 70 degrees 26 minutes 07 seconds East a distance of 15.12 feet to a point; Thence South 19 degrees 33 minutes 12 seconds East a distance of 17.00 feet to the TRUE POINT OF BEGINNING.

Said tract or parcel containing 0.016 acres or 696.49 square feet, more or less.

DEED BOOK:15138 PG:839 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed



## Legal Description for Parcel 4 - Temporary Construction Easement Area 2:

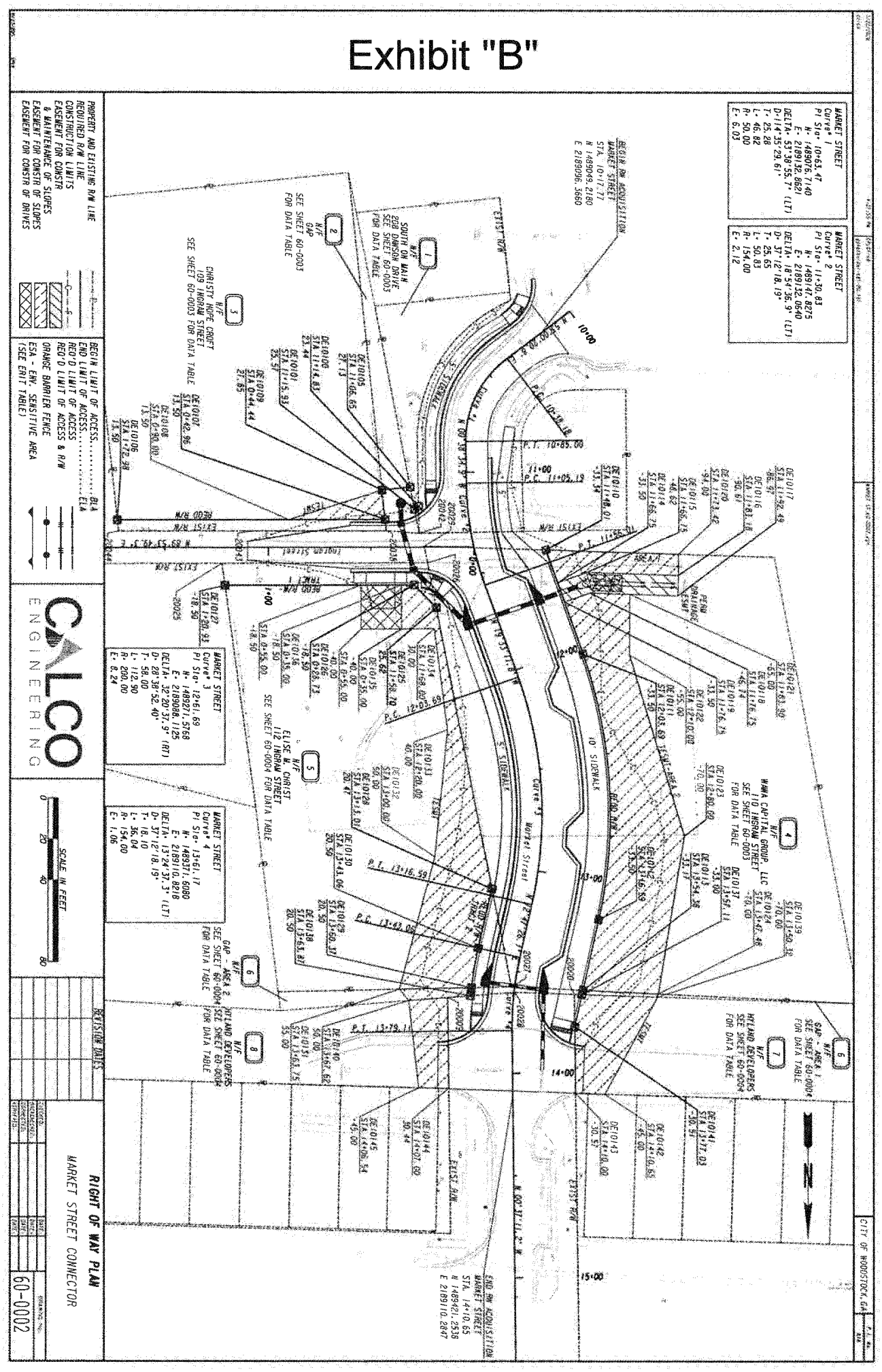
All that parcel or tract of land lying and being in land lots 1140, 15th Land District, 2nd Section, in the City of Woodstock, Cherokee County, Georgia and being more particularly described as follows:

Granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as the City of Woodstock, Georgia may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement areas shown on the attached plats. Any slopes constructed will remain in place and the City of Woodstock, Georgia will cease to maintain said slopes upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Woodstock, Georgia.

Commencing from a point formed by the intersection of the Easterly right-of-way line of Market Street (50' right-of-way width) and the Southerly right-of-way line of Ingram Street (variable right-of-way width); Thence North 21 degrees 48 minutes 56 seconds West a distance of 6.78 feet to a point on the northerly right-of-way line of Ingram Street and being the property corner of now or formerly WAWA Capital Group, LLC; Thence continuing along said northerly right-of-way line of Ingram Street North 88 degrees 10 minutes 55 seconds West a distance of 58.54 feet to a point; Thence North 19 degrees 33 minutes 12 seconds West a distance of 27.00 feet to a point; said point being the TRUE POINT OF BEGINNING. Thence South 70 degrees 26 minutes 07 seconds West a distance of 13.24 feet to a point; Thence North 88 degrees 10 minutes 55 seconds West a distance of 19.61 feet to a point; Thence North 00 degrees 26 minutes 14 seconds East a distance of 29.62 feet to a point; Thence North 16 degrees 50 minutes 04 seconds West a distance of 92.80 feet to a point; Thence North 09 degrees 27 minutes 32 seconds East a distance of 77.90 feet to a point on the property line common to now or formerly WAWA Capital Group, LLC and now or formerly unknown owner; Thence along said property line South 87 degrees 14 minutes 11 seconds East a distance of 37.10 feet to a point; Thence leaving said property line South 12 degrees 47 minutes 26 seconds West a distance of 35.34 feet to a point; Thence running along a curve to the left with a radius of 233.50 feet being subtended by a chord having a chord bearing of South 03 degrees 22 minutes 53 seconds East and a chord distance of 130.07 feet (having an arc length of 131.81 feet) to a point; Thence South 19 degrees 33 minutes 12 seconds East a distance of 26.94 feet to the TRUE POINT OF BEGINNING.

Said tract or parcel containing 0.135 acres or 5,904.13 square feet, more or less.

**DEED BOOK:15138 PG:840 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262**
**Rec: $25.00 TRANSFER TAX $0.00**
**Patty Baker, Clerk of Superior Court - Cherokee County, GA**
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**DEED BOOK:15138 PG:841 Filed: 09/02/2026 11:11 AM Clerk File Number: 28-2026-027262**
**Rec: $25.00 TRANSFER TAX $0.00**
**Patty Baker, Clerk of Superior Court - Cherokee County, GA**
**e-Filed**

# Exhibit "B"

PAR 1 - REQD RW DE101
REQ'D R/W

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10100 | 23.44 R | 11+14.83 | Market Street C/L |
| | 13.19 | N 1°11'15.4" W | |
| 20042 | 24.62 R | 11+26.19 | Ingram Street C/L |
| | 11.97 | S 11°04'28.6" E | Market Street C/L |
| DE10101 | 25.57 R | 11+15.93 | Market Street C/L |
| | 2.49 | S 54°33'43.0" W | Market Street C/L |
| DE10100 | 23.44 R | 11+14.83 | |
| REQD R/W | 13.55 SF | ACRES | |
| REQD R/W | 0.000 | ACRES | |
| REMAINDER | +/- 0.048 | ACRES | |

PAR 2 - REQD RW DE103
REQ'D R/W

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 20042 | 24.62 R | 11+26.19 | |
| | 16.20 | S 85°40'14.8" E | Market Street C/L |
| 20038 | 8.00 R | 0+42.39 | |
| | 19.96 | S 6°00'34.7" E | Ingram Street C/L |
| DE10109 | 27.85 R | 0+44.44 | |
| | 13.91 | S 83°59'25.3" W | Ingram Street C/L |
| DE10105 | 27.13 R | 11+06.65 | Market Street C/L |
| | 22.95 | N 11°04'28.6" W | |
| 20042 | 24.62 R | 11+26.19 | Market Street C/L |
| REQD R/W | 318.00 SF | | |
| REQD R/W | 0.007 ACRES | | |
| REMAINDER | +/- 0.025 ACRES | | |

PAR 3 - REQD RW DE104
REQ'D R/W

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 20038 | 8.00 R | 0+42.39 | |
| | 65.00 | N 83°59'49.3" E | Ingram Street C/L |
| 20043 | 8.00 R | 0+42.39 | |
| | 65.00 | N 83°59'06.1" E | Ingram Street C/L |
| 20044 | 8.00 R | 1+72.39 | |
| | 5.53 | S 6°00'29.7" E | Ingram Street C/L |
| DE10106 | 13.50 R | 1+72.98 | |
| | 130.02 | S 83°59'49.3" W | Ingram Street C/L |
| DE10107 | 13.50 R | 0+42.96 | |
| | 5.53 | S 6°00'34.7" W | Ingram Street C/L |
| 20038 | 8.00 R | 0+42.39 | |
| REQD R/W | 7.14 SF | | |
| REMAINDER | 0.016 ACRES | | |

PAR 3 - TEMP ESMT REQ'D TEMP. EASM'T. DE105
REQ'D TEMP. EASM'T.

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10107 | 13.50 R | 0+43.96 | Ingram Street C/L |
| DE10108 | 23.50 R | 0+90.00 | Ingram Street C/L |
| DE10109 | 23.50 R | 0+42.96 | Ingram Street C/L |
| DE10105 | 23.50 R | 0+42.96 | Ingram Street C/L |
| REQD EASMT AREA = 3311.52 SF | | | |

PAR 4 - REQD RW DE106
REQ'D R/W

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10110 | 33.34 L | 11+48.01 | Market Street C/L |
| | 53.94 | N 8°33'11.8" W | |
| DE10111 | 33.50 L | 12+03.89 | Market Street C/L |
| ARC LENGTH = 130.07 | | | |
| CHORD BEAR = N 3°22'52.8" W | | | |
| LNTH CHORD = 130.07 | | | |
| RADIUS = 231.50 | | | |
| DEGREE = 24°32'16.1" | | | |
| DE10112 | 33.50 L | 13+16.59 | Market Street C/L |
| | 35.34 | N 12°47'26.1" E | |
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |
| | 34.93 | S 87°14'10.6" E | |
| 20027 | 1.62 R | 13+57.88 | Market Street C/L |
| | 211.00 | S 10°54'56.0" E | |
| 20026 | 23.33 R | 11+39.12 | Market Street C/L |
| | 8.28 | S 10°54'51.8" E | |
| 20029 | 23.18 R | 11+31.93 | Market Street C/L |
| | 48.54 | N 88°10'55.0" W | |
| DE10110 | 33.34 L | 11+48.01 | Market Street C/L |
| REQD R/W | 0.293 SF | | |
| REQD R/W | 0.293 ACRES | | |
| REMAINDER | +/- 0.54 ACRES | | |

PAR 4 - PERM ESMT REQ'D PERM. EASM'T. DE107

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10114 | 33.50 L | 11+66.75 | Market Street C/L |
| | 15.12 | S 10°28'06.8" W | |
| DE10115 | 48.62 L | 11+66.75 | Market Street C/L |
| | 25.09 | N 88°10'55.0" W | |
| DE10116 | 90.61 L | 11+83.19 | Market Street C/L |
| | 10.00 | N 1°49'05.0" E | |
| DE10117 | 86.97 L | 11+92.49 | Market Street C/L |
| | 43.20 | S 88°10'55.0" E | |
| DE10118 | 46.74 L | 11+76.75 | Market Street C/L |
| | 13.24 | N 10°28'06.8" E | |
| DE10119 | 33.50 L | 11+76.75 | Market Street C/L |
| | 10.00 | S 79°31'11.8" E | |
| DE10114 | 33.50 L | 11+66.75 | Market Street C/L |
| REQD EASMT | 583.23 SF | | |
| | 0.013 ACRES | | |

PAR 4 - TEMP ESMT - AREA 1 REQ'D TEMP. EASM'T. DE108

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10120 | 33.34 L | 11+48.01 | Market Street C/L |
| DE10121 | 94.00 L | 11+83.19 | Market Street C/L |
| DE10122 | 90.61 L | 11+83.19 | Market Street C/L |
| DE10123 | 46.62 L | 11+66.75 | Market Street C/L |
| DE10124 | 33.50 L | 11+66.75 | Market Street C/L |
| DE10120 | 33.34 L | 11+48.01 | Market Street C/L |
| REQD EASMT AREA = 696.49 SF | | | |

PAR 4 - TEMP ESMT - AREA 2 REQ'D TEMP. EASM'T. DE109

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10119 | 33.50 L | 11+76.75 | Market Street C/L |
| DE10118 | 46.74 L | 11+76.75 | Market Street C/L |
| DE10121 | 65.00 L | 11+83.90 | Market Street C/L |
| DE10122 | 55.00 L | 12+10.00 | Market Street C/L |
| DE10123 | 70.00 L | 12+80.00 | Market Street C/L |
| DE10124 | 70.00 L | 13+47.48 | Market Street C/L |
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |
| DE10112 | 33.50 L | 13+16.59 | Market Street C/L |
| ARC LENGTH = 131.81 | | | |
| CHORD BEAR = S 3°22'52.8" E | | | |
| LNTH CHORD = 130.07 | | | |
| RADIUS = 231.50 | | | |
| DEGREE = 24°32'16.1" | | | |
| DE10119 | 33.50 L | 12+03.69 | Market Street C/L |
| DE10116 | 33.50 L | 11+76.75 | Market Street C/L |
| REQD EASMT AREA = 5904.13 SF | | | |

TOTAL TEMP ESMT AREA = 6600.62 SF

CALCO ENGINEERING

CITY OF WOODSTOCK, GA

REVISION DATES

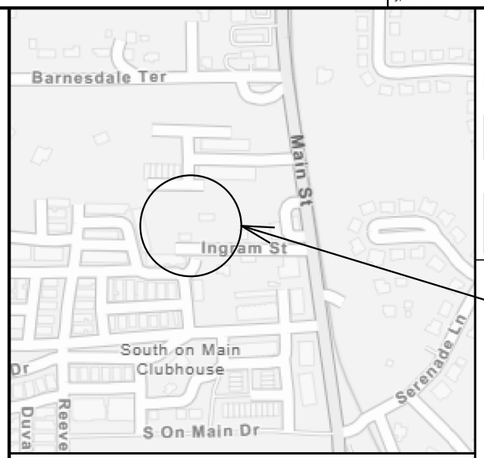
**RIGHT OF WAY PLAN**

MARKET STREET CONNECTOR

60-0003

# CITY OF WOODSTOCK
# DEPARTMENT OF PUBLIC WORKS

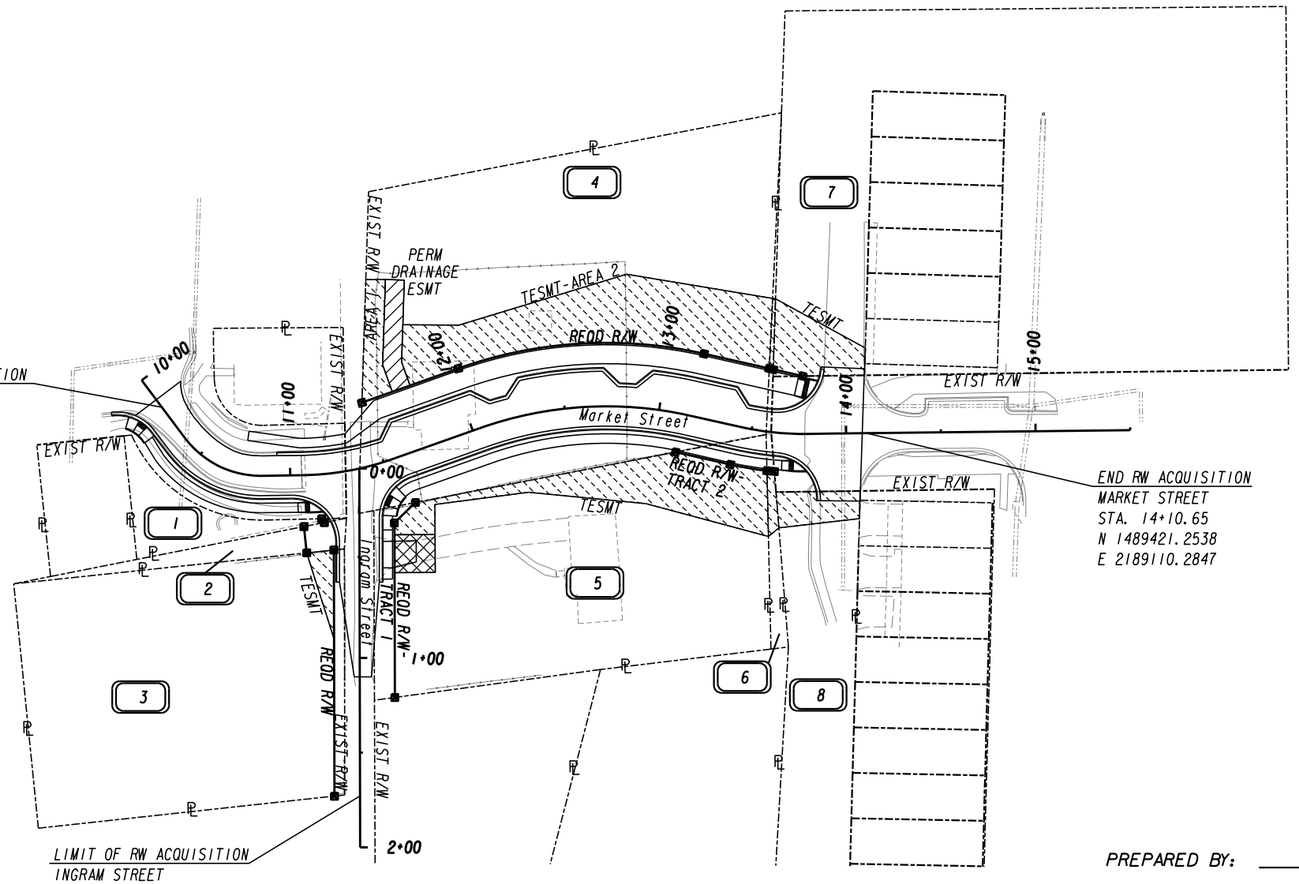
## RIGHT OF WAY OF PROPOSED
## ***MARKET STREET CONNECTOR***




PROJECT LOCATION

LOCATION SKETCH

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD)OF 1988.




BEGIN RW ACQUISITION
MARKET STREET
STA. 10+17.77
N 1489049.2180
E 2189096.3660

END RW ACQUISITION
MARKET STREET
STA. 14+10.65
N 1489421.2538
E 2189110.2847

LIMIT OF RW ACQUISITION
INGRAM STREET
STA. 1+72.98
N 1489153.7419
E 2189301.7642

### CONVENTIONAL SIGNS

| | | |
|---|---|---|
| LAND LOT LINE | | |
| PROPERTY LINE | | |
| RIGHT OF WAY LINE | EXISTING | |
| | REQUIRED | |
| | EXISTING LIMIT OF ACCESS | |
| | REQD LIMIT OF ACCESS | |
| | EXISTING LIMIT OF ACCESS & R/W | |
| | REQD LIMIT OF ACCESS & R/W | |
| | R/W MARKERS | |
| FENCE | | |

PREPARED BY: _____
CHARLIE A. LANZ, PE

GEORGIA REGISTERED No. 034645 PROFESSIONAL ENGINEER CHARLIE A. LANZ

PLANS PREPARED BY:
CALCO ENGINEERING

SCALE IN FEET
0 40 80 160

CHEROKEE COUNTY

THIS PROJECT IS 100% IN CHEROKEE COUNTY AND IS 100% IN CONG. DIST. NO. 11.

| LENGTH OF RW PROJECT COUNTY: CHEROKEE (057) | MILES |
|---|---|
| NET LENGTH OF RIGHT OF WAY | 0.107 |
| NET LENGTH OF BRIDGES | 0.000 |
| NET LENGTH OF EXCEPTIONS | 0.000 |
| GROSS LENGTH OF RIGHT OF WAY | 0.107 |

LAND LOT: 1140
LAND DISTRICT: 15

| | |
|---|---|
| PLANS COMPLETED XX-XX-2026 | |
| REVISIONS | |
| | |
| | |
| | |
| | |
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| | |
| | |

DRAWING No. 60-0001

**MARKET STREET**
Curve° 1
PI Sta° 10+63.47
N° 1489076.7140
E° 2189132.8621
DELTA° 53°38'55.7" (LT)
D°114°35'29.61"
T° 25.28
L° 46.82
R° 50.00
E° 6.03

**MARKET STREET**
Curve° 2
PI Sta° 11+30.83
N° 1489147.8275
E° 2189132.0640
DELTA° 18°54'36.9" (LT)
D° 37°12'18.19"
T° 25.65
L° 50.83
R° 154.00
E° 2.12

BEGIN RW ACQUISITION
MARKET STREET
STA. 10+17.77
N 1489049.2180
E 2189096.3660

END RW ACQUISITION
MARKET STREET
STA. 14+10.65
N 1489421.2538
E 2189110.2847

1 N/F SOUTH ON MAIN 208 DAWSON DRIVE SEE SHEET 60-0003 FOR DATA TABLE

2 N/F GAP SEE SHEET 60-0003 FOR DATA TABLE

3 N/F CHRISTY HOPE CROFT 109 INGRAM STREET SEE SHEET 60-0003 FOR DATA TABLE

4 N/F WAWA CAPITAL GROUP, LLC 110 INGRAM STREET SEE SHEET 60-0003 FOR DATA TABLE

5 N/F ELISE M. CHRIST 112 INGRAM STREET SEE SHEET 60-0004 FOR DATA TABLE

6 N/F GAP - AREA 1 SEE SHEET 60-0004 FOR DATA TABLE

7 N/F HYLAND DEVELOPERS SEE SHEET 60-0004 FOR DATA TABLE

6 N/F GAP - AREA 2 SEE SHEET 60-0004 FOR DATA TABLE

8 N/F HYLAND DEVELOPERS SEE SHEET 60-0004 FOR DATA TABLE

DE10100 STA 11+14.83 23.44
DE10101 STA 11+15.93 25.57
DE10105 STA 11+06.65 27.13
DE10107 STA 0+42.96 13.50
DE10108 STA 0+90.00 13.50
DE10106 STA 1+72.98 13.50
DE10109 STA 0+44.44 27.85
DE10110 STA 11+48.01 -33.34
DE10111 STA 12+03.69 -33.50
DE10112 STA 13+16.59 -33.50
DE10113 STA 13+54.38 -33.17
DE10114 STA 11+66.75 -33.50
DE10115 STA 11+66.75 -48.62
DE10116 STA 11+83.18 -90.61
DE10117 STA 11+92.49 -86.97
DE10118 STA 11+76.75 -46.74
DE10119 STA 11+76.75 -33.50
DE10120 STA 11+73.42 -94.00
DE10121 STA 11+83.90 -65.00
DE10122 STA 12+10.00 -55.00
DE10123 STA 12+80.00 -70.00
DE10124 STA 13+47.48 -70.00
DE10125 STA 11+58.70 25.62
DE10126 STA 0+28.73 -18.50
DE10127 STA 1+20.93 -18.50
DE10128 STA 13+13.01 20.47
DE10129 STA 13+60.37 20.50
DE10130 STA 13+43.06 20.50
DE10131 STA 13+63.75 55.00
DE10132 STA 13+00.00 50.00
DE10133 STA 12+20.00 40.00
DE10134 STA 11+68.00 30.00
DE10135 STA 0+35.00 -40.00
DE10136 STA 0+35.00 -18.50
DE10137 STA 13+57.11 -33.00
DE10138 STA 13+63.87 20.50
DE10139 STA 13+50.32 -70.00
DE10140 STA 13+67.62 50.00
DE10141 STA 13+77.03 -30.51
DE10142 STA 14+10.65 -45.00
DE10143 STA 14+10.00 -30.57
DE10144 STA 14+07.00 30.44
DE10145 STA 14+06.54 -45.00
STA 0+55.00 -40.00
STA 0+55.00 -18.50

P.C. 10+38.18
P.T. 10+85.00
P.C. 11+05.19
P.T. 11+55.11
P.C. 12+03.69
P.T. 13+16.59
P.C. 13+43.06
P.T. 13+79.11

Curve °1 N 00°38'34.9" W Curve °2 N 19°33'11.8" W Curve °3 Market Street N 12°41'26.1" E Curve °4 N 00°37'11.2" W

N 53°00'20.8" E

N 89°53'49.3" E

10+00 11+00 12+00 13+00 14+00 15+00 0+00 1+00

20025 20026 20027 20028 20029 20038 20042 20043 20044 20000 20009

PERM DRAINAGE ESMT AREA 1 TESMT-AREA 2 TESMT TESMT TESMT REQD R/W 10' SIDEWALK 5' SIDEWALK 5' REQD R/W TRACT 2 REQD R/W TRACT 1 Industrial Street EXIST R/W EXIST R/W EXIST R/W EXIST R/W EXIST R/W 5' SIDEWALK

**MARKET STREET**
Curve° 3
PI Sta° 12+61.69
N° 1489271.5768
E° 2189088.1125
DELTA° 32°20'37.9" (RT)
D° 28°38'52.40"
T° 58.00
L° 112.90
R° 200.00
E° 8.24

**MARKET STREET**
Curve° 4
PI Sta° 13+61.17
N° 1489371.6080
E° 2189110.8218
DELTA° 13°24'37.3" (LT)
D° 37°12'18.19"
T° 18.10
L° 36.04
R° 154.00
E° 1.06

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

CALCO ENGINEERING

SCALE IN FEET
0 20 40 80

REVISION DATES

**RIGHT OF WAY PLAN**
MARKET STREET CONNECTOR

| | | | |
|---|---|---|---|
| CHECKED: | | DATE: | DRAWING No. |
| BACKCHECKED: | | DATE: | 60-0002 |
| CORRECTED: | | DATE: | |
| VERIFIED: | | DATE: | |

PAR 1 - REQD RW REQ'D R/W DE101

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10100 | 23.44 R | 11+14.83 | Market Street C/L |
| | 13.19 | N 1°11'15.4" W | |
| 20042 | 24.62 R | 11+26.19 | Market Street C/L |
| | 11.97 | S 11°04'28.6" E | |
| DE10101 | 25.57 R | 11+15.93 | Market Street C/L |
| | 2.49 | S 54°33'43.0" W | |
| DE10100 | 23.44 R | 11+14.83 | Market Street C/L |

REQD R/W = 13.55 SF
REQD R/W = 0.000 ACRES
REMAINDER = +/- 0.048 ACRES

PAR 2 - REQD RW REQ'D R/W DE103

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 20042 | 24.62 R | 11+26.19 | Market Street C/L |
| | 16.20 | S 85°40'14.8" E | |
| 20038 | 8.00 R | 0+42.39 | Ingram Street C/L |
| | 19.96 | S 6°00'34.7" E | |
| DE10109 | 27.85 R | 0+44.44 | Ingram Street C/L |
| | 13.91 | S 83°59'25.3" W | |
| DE10105 | 27.13 R | 11+06.65 | Market Street C/L |
| | 22.95 | N 11°04'28.6" W | |
| 20042 | 24.62 R | 11+26.19 | Market Street C/L |

REQD R/W = 318.00 SF
REQD R/W = 0.007 ACRES
REMAINDER = +/- 0.025 ACRES

PAR 3 - REQD RW REQ'D R/W DE104

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 20038 | 8.00 R | 0+42.39 | Ingram Street C/L |
| | 65.00 | N 89°53'49.3" E | |
| 20043 | 8.00 R | 1+07.39 | Ingram Street C/L |
| | 65.00 | N 89°54'06.1" E | |
| 20044 | 8.01 R | 1+72.39 | Ingram Street C/L |
| | 5.53 | S 6°08'29.7" E | |
| DE10106 | 13.50 R | 1+72.98 | Ingram Street C/L |
| | 130.02 | S 89°53'49.3" W | |
| DE10107 | 13.50 R | 0+42.96 | Ingram Street C/L |
| | 5.53 | N 6°00'34.7" W | |
| 20038 | 8.00 R | 0+42.39 | Ingram Street C/L |

REQD R/W = 714.88 SF
REQD R/W = 0.016 ACRES
REMAINDER = +/- 0.49 ACRES

PAR 3 - TEMP ESMT REQ'D TEMP. EASM'T. DE105

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10107 | 13.50 R | 0+42.96 | Ingram Street C/L |
| DE10108 | 13.50 R | 0+90.00 | Ingram Street C/L |
| DE10109 | 27.85 R | 0+44.44 | Ingram Street C/L |
| DE10107 | 13.50 R | 0+42.96 | Ingram Street C/L |

REQD EASMT AREA = 337.52 SF

PAR 4 - REQD RW REQ'D R/W DE106

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10110 | 33.34 L | 11+48.01 | Market Street C/L |
| | 53.94 | N 19°33'11.8" W | |
| DE10111 | 33.50 L | 12+03.69 | Market Street C/L |

ARC LENGTH = 131.81
CHORD BEAR = N 3°22'52.8" W
LNTH CHORD = 130.07
RADIUS = 233.50
DEGREE = 24°32'16.1"

| | | | |
|---|---|---|---|
| DE10112 | 33.50 L | 13+16.59 | Market Street C/L |
| | 35.34 | N 12°47'26.1" E | |
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |
| | 34.93 | S 87°14'10.6" E | |
| 20027 | 1.62 R | 13+57.88 | Market Street C/L |
| | 211.00 | S 10°54'56.0" E | |
| 20026 | 23.33 R | 11+39.12 | Market Street C/L |
| | 8.28 | S 10°54'51.8" E | |
| 20029 | 23.18 R | 11+31.93 | Market Street C/L |
| | 58.54 | N 88°10'55.0" W | |
| DE10110 | 33.34 L | 11+48.01 | Market Street C/L |

REQD R/W = 12930.38 SF
REQD R/W = 0.297 ACRES
REMAINDER = +/- 0.54 ACRES

PAR 4 - PERM ESMT REQ'D PERM. EASM'T. DE107

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10114 | 33.50 L | 11+66.75 | Market Street C/L |
| | 15.12 | S 70°26'06.8" W | |
| DE10115 | 48.62 L | 11+66.75 | Market Street C/L |
| | 45.09 | N 88°10'55.0" W | |
| DE10116 | 90.61 L | 11+83.18 | Market Street C/L |
| | 10.00 | N 1°49'05.0" E | |
| DE10117 | 86.97 L | 11+92.49 | Market Street C/L |
| | 43.20 | S 88°10'55.0" E | |
| DE10118 | 46.74 L | 11+76.75 | Market Street C/L |
| | 13.24 | N 70°26'06.8" E | |
| DE10119 | 33.50 L | 11+76.75 | Market Street C/L |
| | 10.00 | S 19°33'11.8" E | |
| DE10114 | 33.50 L | 11+66.75 | Market Street C/L |

REQD EASMT = 583.23 SF
REQD EASMT = 0.013 ACRES

PAR 4 - TEMP ESMT - AREA 1 REQ'D TEMP. EASM'T. DE108

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10110 | 33.34 L | 11+48.01 | Market Street C/L |
| DE10120 | 94.00 L | 11+73.42 | Market Street C/L |
| DE10116 | 90.61 L | 11+83.18 | Market Street C/L |
| DE10115 | 48.62 L | 11+66.75 | Market Street C/L |
| DE10114 | 33.50 L | 11+66.75 | Market Street C/L |
| DE10110 | 33.34 L | 11+48.01 | Market Street C/L |

REQD EASMT AREA = 696.49 SF

PAR 4 - TEMP ESMT - AREA 2 REQ'D TEMP. EASM'T. DE109

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10119 | 33.50 L | 11+76.75 | Market Street C/L |
| DE10118 | 46.74 L | 11+76.75 | Market Street C/L |
| DE10121 | 65.00 L | 11+83.90 | Market Street C/L |
| DE10122 | 55.00 L | 12+10.00 | Market Street C/L |
| DE10123 | 70.00 L | 12+80.00 | Market Street C/L |
| DE10124 | 70.00 L | 13+47.48 | Market Street C/L |
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |
| DE10112 | 33.50 L | 13+16.59 | Market Street C/L |

ARC LENGTH = 131.81
CHORD BEAR = S 3°22'52.8" E
LNTH CHORD = 130.07
RADIUS = 233.50
DEGREE = 24°32'16.1"

| | | | |
|---|---|---|---|
| DE10111 | 33.50 L | 12+03.69 | Market Street C/L |
| DE10119 | 33.50 L | 11+76.75 | Market Street C/L |

REQD EASMT AREA = 5904.13 SF

TOTAL TEMP ESMT AREA = 6600.62 SF

CALCO ENGINEERING

REVISION DATES

**RIGHT OF WAY PLAN**

MARKET STREET CONNECTOR

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 60-0003 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

**********
PAR 5 - REQD RW - TRACT 1 REQ'D R/W DE110
**********

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 20026 | 23.33 R | 11+39.12 | Market Street C/L |
| | 22.36 | N 10°54'56.0" W | |
| DE10125 | 25.62 R | 11+58.70 | Market Street C/L |
| | 15.48 | S 44°04'23.2" E | |
| DE10126 | 18.50 L | 0+28.73 | Ingram Street C/L |
| | 92.20 | N 89°53'49.3" E | |
| DE10127 | 18.50 L | 1+20.93 | Ingram Street C/L |
| | 10.83 | S 7°40'50.5" E | |
| 20025 | 7.77 L | 1+22.35 | Ingram Street C/L |
| | 100.17 | S 89°50'40.1" W | |
| 20026 | 23.33 R | 11+39.12 | Market Street C/L |

REQD R/W = 1131.08 SF
REQD R/W = 0.026 ACRES
REMAINDER = +/- 0.47 ACRES

**********
PAR 5 - REQD RW - TRACT 2 REQ'D R/W DE111
**********

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10128 | 20.47 R | 13+13.01 | Market Street C/L |
| | 48.75 | N 10°54'56.0" W | |
| 20027 | 1.62 R | 13+57.88 | Market Street C/L |
| | 19.07 | N 88°45'45.0" E | |
| DE10129 | 20.50 R | 13+60.37 | Market Street C/L |

ARC LENGTH = 19.61
CHORD BEAR = S 9°34'15.2" W
LNTH CHORD = 19.60
RADIUS = 174.50
DEGREE = 32°50'03.3"

| | | | |
|---|---|---|---|
| DE10130 | 20.50 R | 13+43.06 | Market Street C/L |
| | 29.69 | S 12°47'26.1" W | |
| DE10128 | 20.47 R | 13+13.01 | Market Street C/L |

REQD R/W = 478.14 SF
REQD R/W = 0.011 ACRES
REMAINDER = +/- 0.47 ACRES

TOTAL REQD R/W AREA = 1609.22 SF
TOTAL REQD R/W AREA = 0.037 ACRES

1 DRIVEWAY EASEMENT

**********
PAR 5 - TEMP ESMT REQ'D TEMP. EASM'T. DE112
**********

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10125 | 25.62 R | 11+58.70 | Market Street C/L |
| DE10128 | 20.47 R | 13+13.01 | Market Street C/L |
| DE10130 | 20.50 R | 13+43.06 | Market Street C/L |

ARC LENGTH = 19.61
CHORD BEAR = N 9°34'15.2" E
LNTH CHORD = 19.60
RADIUS = 174.50
DEGREE = 32°50'03.3"

| | | | |
|---|---|---|---|
| DE10129 | 20.50 R | 13+60.37 | Market Street C/L |
| DE10131 | 55.00 R | 13+63.75 | Market Street C/L |
| DE10132 | 50.00 R | 13+00.00 | Market Street C/L |
| DE10133 | 40.00 R | 12+20.00 | Market Street C/L |
| DE10134 | 30.00 R | 11+68.00 | Market Street C/L |
| DE10135 | 40.00 L | 0+35.00 | Ingram Street C/L |
| DE10136 | 18.50 L | 0+35.00 | Ingram Street C/L |
| DE10126 | 18.50 L | 0+28.73 | Ingram Street C/L |
| DE10125 | 25.62 R | 11+58.70 | Market Street C/L |

REQD EASMT AREA = 3502.93 SF

**********
PAR 6 - REQD RW REQ'D R/W DE113
**********

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |
| | 2.15 | N 12°47'26.1" E | |
| DE10137 | 33.00 L | 13+57.11 | Market Street C/L |
| | 33.05 | S 88°07'55.5" E | |
| 20028 | 0.08 L | 13+60.39 | Market Street C/L |
| | 20.91 | N 85°28'29.3" E | |
| DE10138 | 20.50 R | 13+63.87 | Market Street C/L |

ARC LENGTH = 3.96
CHORD BEAR = S 5°42'02.1" W
LNTH CHORD = 3.96
RADIUS = 174.50
DEGREE = 32°50'03.3"

| | | | |
|---|---|---|---|
| DE10129 | 20.50 R | 13+60.37 | Market Street C/L |
| | 19.07 | S 88°45'45.0" W | |
| 20027 | 1.62 R | 13+57.88 | Market Street C/L |
| | 34.93 | N 87°14'10.6" W | |
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |

REQD R/W = 147.83 SF
REQD R/W = 0.003 ACRES
REMAINDER = +/- 0.018 ACRES

**********
PAR 6 - TEMP ESMT - AREA 1 REQ'D TEMP. EASM'T. DE114
**********

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |
| DE10124 | 70.00 L | 13+47.48 | Market Street C/L |
| DE10139 | 70.00 L | 13+50.32 | Market Street C/L |
| DE10137 | 33.00 L | 13+57.11 | Market Street C/L |
| DE10113 | 33.17 L | 13+54.38 | Market Street C/L |

REQD EASMT AREA = 67.88 SF

**********
PAR 6 - TEMP ESMT - AREA 2 REQ'D TEMP. EASM'T. DE115
**********

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10129 | 20.50 R | 13+60.37 | Market Street C/L |

ARC LENGTH = 3.96
CHORD BEAR = N 5°42'02.1" E
LNTH CHORD = 3.96
RADIUS = 174.50
DEGREE = 32°50'03.3"

| | | | |
|---|---|---|---|
| DE10138 | 20.50 R | 13+63.87 | Market Street C/L |
| 20009 | 31.24 R | 13+65.37 | Market Street C/L |
| DE10140 | 50.00 R | 13+67.62 | Market Street C/L |
| DE10131 | 55.00 R | 13+63.75 | Market Street C/L |
| DE10129 | 20.50 R | 13+60.37 | Market Street C/L |

REQD EASMT AREA = 156.30 SF

TOTAL TEMP EASMT AREA = 224.18 SF

**********
PAR 7 - REQD RW REQ'D R/W DE116
**********

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 20000 | 29.28 L | 13+57.57 | Market Street C/L |
| | 3.74 | N 88°07'55.5" W | |
| DE10137 | 33.00 L | 13+57.11 | Market Street C/L |
| | 16.00 | N 12°47'26.1" E | |
| DE10141 | 30.51 L | 13+77.03 | Market Street C/L |
| | 15.73 | S 0°42'23.0" E | |
| 20000 | 29.28 L | 13+57.57 | Market Street C/L |

REQD R/W = 29.37 SF
REQD R/W = 0.001 ACRES
REMAINDER = +/- 0.95 ACRES

**********
PAR 7 - TEMP ESMT REQ'D TEMP. EASM'T. DE117
**********

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE10137 | 33.00 L | 13+57.11 | Market Street C/L |
| DE10139 | 70.00 L | 13+50.32 | Market Street C/L |
| DE10142 | 45.00 L | 14+10.65 | Market Street C/L |
| DE10143 | 30.57 L | 14+10.00 | Market Street C/L |
| DE10141 | 30.51 L | 13+77.03 | Market Street C/L |
| DE10137 | 33.00 L | 13+57.11 | Market Street C/L |

REQD EASMT AREA = 1308.48 SF

**********
PAR 8 - TEMP ESMT REQ'D TEMP. EASM'T. DE118
**********

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 20009 | 31.24 R | 13+65.37 | Market Street C/L |
| DE10144 | 30.44 R | 14+07.00 | Market Street C/L |
| DE10145 | 45.00 R | 14+06.54 | Market Street C/L |
| DE10140 | 50.00 R | 13+67.62 | Market Street C/L |
| 20009 | 31.24 R | 13+65.37 | Market Street C/L |

REQD EASMT AREA = 729.67 SF

CALCO ENGINEERING

REVISION DATES

**RIGHT OF WAY PLAN**

MARKET STREET CONNECTOR

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 60-0004 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

**AGENDA ITEM NO. 7.6**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Chris Luly, Special Projects |
| **ITEM TYPE:** | Deeds, Easements, ROW Abandonments |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Ratify Purchase of Previously Completed Acquisition of Right-of-Way and Easements Associated with Parcel 7 - Rope Mill Road Trail and Stormwater Improvements** |
| **SUGGESTED ACTION:** | Request for approval to ratify the purchase of the previously completed acquisition of 3,953.00 square feet of fee simple right of way and 7,866.98 square feet of temporary easement from Parcel 7 - Rope Mill Road Trail and Stormwater Improvement project. |

**ATTACHMENTS:**

ROW Deed (Recorded).pdf

Pages from Rope Mill Rd Trail Connection - Right of Way Plans 041326.pdf

DEED BOOK:15137 PG:1478 Filed: 08/31/2026 10:13 AM Clerk File Number: 28-2026-026886
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed

Return to:
Dyer Rusbridge Argo, P.C.
687 Marietta Hwy.
Canton, Georgia 30114

[Space Above This Line for Recording Date]

# CITY OF WOODSTOCK, GEORGIA
# RIGHT OF WAY DEED

GEORGIA, CHEROKEE COUNTY Project: Rope Mill Road Trail Connection

THIS CONVEYANCE made and executed the 27 day of August, 20 26

WITNESSETH that **FAITH COMMUNITY CHURCH, INCORPORATED**, the undersigned, (hereinafter referred to as 'Grantor'), is the owner of a tract of land in Cherokee County through which the Rope Mill Road Trail Connection, has been laid out by the City of Woodstock being more particularly described in a map and drawing of said road in the office of the City of Woodstock, 12453 GA-92, Woodstock, GA 30188, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to the **City of Woodstock, Georgia**, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 926 of the 15th Land District, 2nd Section of Cherokee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereto by this reference.

Said right of way is hereby conveyed, consisting of 0.091 acres, more or less, as shown on the plat of the property prepared by Calco Engineering, which plat is attached hereto and made a part of this deed as Exhibit "B".

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Woodstock, Georgia. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind itself, its heirs, executors and administrators, successors and assigns, forever to defend by virtue of these presents.

DEED BOOK:15137 PG:1479 Filed: 08/31/2026 10:13 AM Clerk File Number: 28-2026-026886
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed

IN WITNESSETH WHEREOF, Grantor has hereunto set his/her/its/their hand(s) and seal(s) the day above written.

**FAITH COMMUNITY CHURCH, INCORPORATED**

**By: Richard Goff a/k/a Donald Richard Goff**
**Its: Authorized Signatory**

Signed, Sealed and Delivered

this 27 day of August, 2026, in the presence of:

Witness

Notary Public

AUDREY N CONLEY
NOTARY PUBLIC
CHEROKEE COUNTY, GEORGIA
MY COMMISSION EXPIRES NOVEMBER 05, 2027

DEED BOOK:15137 PG:1480 Filed: 08/31/2026 10:13 AM Clerk File Number: 28-2026-026886
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed

EXHIBIT "A"

Legal Description of Required Right of Way

Required Right of Way – 291 Rope Mill Road (Parcel 7)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 926, 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

Point of beginning at a property corner (with Georgia West Zone State Plane coordinates of North: 1497043.61, East: 2186974.79) on the western right of way of Rope Mill Road, at station 16+36.22, 18.16 feet left of construction centerline of Rope Mill Road; running thence N 88°02'41.6" W a distance of 6.22 feet; thence northwesterly 220.70 feet along the arc of a curve (said curve having a radius of 874.00 feet and a chord distance of 220.11 feet on a bearing of N 10°44'27.2" W); thence N 3°30'24.7" W a distance of 65.97 feet; thence N 8°44'39.7" W a distance of 71.21 feet; thence N 3°30'24.7" W a distance of 28.58 feet; thence northeasterly 58.88 feet along the arc of a curve (said curve having a radius of 933.51 feet and a chord distance of 58.87 feet on a bearing of N 2°25'57.6" E); thence S 89°49'53.6" E a distance of 9.04 feet; thence S 3°18'15.5" E a distance of 20.05 feet; thence S 3°36'44.6" E a distance of 78.67 feet; thence S 3°36'44.6" E a distance of 169.53 feet; thence southeasterly 176.52 feet along the arc of a curve (said curve having a radius of 610.43 feet and a chord distance of 175.91 feet on a bearing of S 11°38'49.6" E) back to the point of beginning.

Containing 3953.00 square feet or 0.091 acres, more or less, as shown on the Right-of-Way Plans of Rope Mill Road Trail Connection Project by Calco Engineering, dated 4-26-2022.

Legal Description of Temporary Construction Easement

Temporary Construction Easement – 291 Rope Mill Road (Parcel 7)

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 926, 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

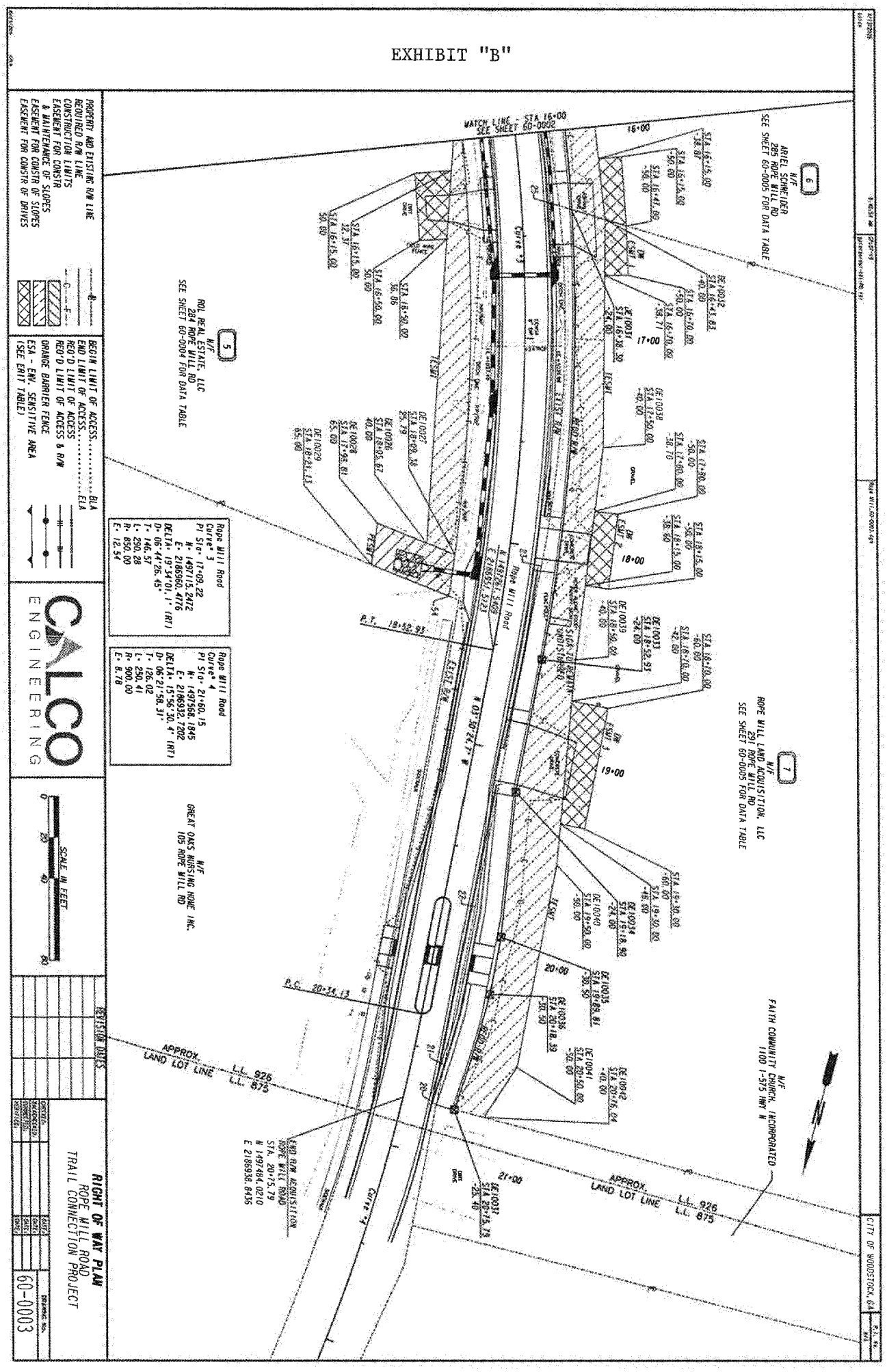
Also, granted is the right to execute certain construction over and upon my land abutting on and adjacent to the right of way in such manner as the City of Woodstock, Georgia may deem proper to support or accommodate the improvement of said road, including the right to slope the adjacent ground to tie in with the roadway or sidewalk elevations and to construct any required slopes within the easement area shown on the attached plats. Any slopes constructed will remain in place and the City of Woodstock, Georgia will cease to maintain said slopes upon expiration of said easement. Said easement is to become effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the City of Woodstock, Georgia.

Point of beginning with Georgia West Zone State Plane coordinates of North: 1497043.82, East: 2186968.58 on the western proposed right of way of Rope Mill Road, at station 16+38.30, 24.00 feet left of construction centerline of Rope Mill Road; running thence N 88°02'41.6" W a distance of 17.00 feet; thence N 14°01'25.0" W a distance of 111.09 feet; thence N 7°04'30.1" W a distance of 104.65 feet; thence N 9°12'45.5" W a distance of 100.64 feet; thence N 3°30'24.7" W a distance of 100.88 feet; thence N 18°41'33.7" E a distance of 29.16 feet; thence S 89°49'53.6" E a distance of 14.60 feet; thence

southwesterly 58.88 feet along the arc of a curve (said curve having a radius of 933.51 feet and a chord distance of 58.87 feet on a bearing of S 2°25'57.6" W); thence S 3°30'24.7" E a distance of 28.58 feet; thence S 8°44'39.7" E a distance of 71.21 feet; thence S 3°30'24.7" E a distance of 65.97 feet; thence southeasterly 220.70 feet along the arc of a curve (said curve having a radius of 874.00 feet and a chord distance of 220.11 feet on a bearing of S 10°44'27.2" E) back to the point of beginning.

Containing 7866.98 square feet or 0.181 acres, more or less, as shown on the Right-of-Way Plans of Rope Mill Road Trail Connection Project by Calco Engineering, dated 4-26-2022.

**DEED BOOK:15137 PG:1482 Filed: 08/31/2026 10:13 AM Clerk File Number: 28-2026-026886**
**Rec: $25.00 TRANSFER TAX $0.00**
**Patty Baker, Clerk of Superior Court - Cherokee County, GA**
**e-Filed**



DEED BOOK:15137 PG:1483 Filed: 08/31/2026 10:13 AM Clerk File Number: 28-2026-026886
Rec: $25.00 TRANSFER TAX $0.00
Patty Baker, Clerk of Superior Court - Cherokee County, GA
e-Filed

# EXHIBIT "B"



CALCO ENGINEERING

RIGHT OF WAY PLAN
ROPE MILL ROAD
TRAIL CONNECTION PROJECT

CITY OF WOODSTOCK, GA

REVISION DATES
03/24/22

DRAWING No. 60-0005

6
N/F
ARIEL SCHNEIDER
285 ROPE MILL RD
SEE SHEET 60-0005 FOR DATA TABLE

7
N/F
ROPE MILL LAND ACQUISITION, LLC
291 ROPE MILL RD
SEE SHEET 60-0005 FOR DATA TABLE

N/F
FAITH COMMUNITY CHURCH, INCORPORATED
1100 I-575 HWY N

APPROX. LAND LOT LINE L.L. 926 L.L. 875

MATCH LINE - STA 16+00 SEE SHEET 60-0002

STA 16+15.00 -38.87
STA 16+15.00 -50.00
STA 16+47.00 -50.00
DE10032 STA 16+43.83 -40.00
STA 16+70.00 -50.00
STA 16+70.00 -38.71
DE10031 STA 16+38.30 -24.00
DW ESMT 1
16+00
17+00
TESMT
ASPHALT DRIVE
REQD R/W
EXIST R/W
MAILBOX
DITCH LINE
I.E.=1026.96
CCWSA 8" DIP
24"RCP
25
Curve #3
I.E.=1027.49
RIP/RAP
DITCH LINE
TESMT
DIRT DRIVE
BARB WIRE FENCE
STA 16+50.00 36.86
STA 16+50.00 50.00
STA 16+15.00 32.37
STA 16+15.00 50.00

STA 17+80.00 -50.00
STA 17+80.00 -38.70
DE10038 STA 17+50.00 -40.00
GRAVEL
STA 18+15.00 -50.00
STA 18+15.00 -38.60
DW ESMT 2
18+00
CONCRETE DRIVE
NEVER ALONE FOOD PANTRY SIGN
SIGN TO REMAIN UNDISTURBED
FLAG POLE
STA 18+70.00 -60.00
STA 18+70.00 -42.00
DE10033 STA 18+52.93 -24.00
DE10039 STA 18+50.00 -40.00
GRAVEL
DW ESMT 3
19+00
23
Rope Mill Road
N 1497261.5409
E 2186951.5123
N 03°30'24.7" W
EXIST R/W
SIDEWALK
54
P.T. 18+52.93
DE10027 STA 18+09.38 25.79
DE10026 STA 18+05.67 40.00
DE10028 STA 17+98.81 65.00
DE10029 STA 18+21.13 65.00
PESMT

STA 19+30.00 -60.00
STA 19+30.00 -48.00
DE10034 STA 19+18.90 -24.00
DE10040 STA 19+50.00 -50.00
DE10035 STA 19+89.81 -30.50
DE10042 STA 20+76.04 -40.00
DE10041 STA 20+50.00 -50.00
20+00
DE10036 STA 20+18.39 -30.50
TESMT
CONCRETE DRIVE
REQD R/W
22
21
20
21+00
DE10037 STA 20+75.79 -25.40
DIRT DRIVE
Curve #4
SIDEWALK
P.C. 20+34.13

END R/W ACQUISITION
ROPE MILL ROAD
STA. 20+75.79
N 1497484.0210
E 2186938.8436

APPROX. LAND LOT LINE L.L. 926 L.L. 875

5
N/F
ROL REAL ESTATE, LLC
284 ROPE MILL RD
SEE SHEET 60-0004 FOR DATA TABLE

| Rope Mill Road Curve° 3 | |
|---|---|
| PI Sta° | 17+09.22 |
| N° | 1497115.2472 |
| E° | 2186960.4776 |
| DELTA° | 19°34'01.1" (RT) |
| D° | 06°44'26.45" |
| T° | 146.57 |
| L° | 290.28 |
| R° | 850.00 |
| E° | 12.54 |

| Rope Mill Road Curve° 4 | |
|---|---|
| PI Sta° | 21+60.15 |
| N° | 1497568.1845 |
| E° | 2186932.7202 |
| DELTA° | 15°56'30.4" (RT) |
| D° | 06°21'58.31" |
| T° | 126.02 |
| L° | 250.41 |
| R° | 900.00 |
| E° | 8.78 |

N/F
GREAT OAKS NURSING HOME INC.
105 ROPE MILL RD

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

CALCO ENGINEERING

SCALE IN FEET
0 20 40 80

REVISION DATES

**RIGHT OF WAY PLAN**
ROPE MILL ROAD
TRAIL CONNECTION PROJECT

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING No. 60-0003

**AGENDA ITEM NO. 7.7**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Ron Shelby, Finance Department |
| **ITEM TYPE:** | Fees, Adoption, Amendment or Recission |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Resolution No. 2026-016 - Cable and Video Franchise Fee Rate Adoption** |
| **SUGGESTED ACTION:** | Request for approval to adopt Resolution No. 2026-016 for the establishment of a franchise fee applicable to holders of cable and video franchises issued by the State of Georgia. |

**ATTACHMENTS:**

RES 2026-016 Cable and Video Franchise Fee Rate Adoption 9.14.26.pdf

Comcast Statewide Franchise Letter.pdf

CITY OF WOODSTOCK
STATE OF GEORGIA

# RESOLUTION NO. 2026-016

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA FOR THE ESTABLISHMENT OF A FRANCHISE FEE APPLICABLE TO HOLDERS OF CABLE AND VIDEO FRANCHISES ISSUED BY THE STATE OF GEORGIA**

**WHEREAS**, the City of Woodstock, Georgia (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 General Assembly; and;

**WHEREAS,** the City considers collecting a franchise fee from a cable or video provider utilizing the public rights of way as compensation to the public for the use of the rights of way and a means of promoting the public health, safety, welfare and economics development of the City and to protect public works infrastructure;

**WHEREAS,** the City of Woodstock is authorized to collect a franchise fee of 5% the maximum amount established by federal and state law of each cable or video provider's gross revenues received from the provision of cable or video service generated within the City;

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and Council of the City of Woodstock hereby requires a franchise fee of 5% of any cable or video state franchise holder's gross revenues received from the provision of cable or video service generated within the corporate boundaries of the City of Woodstock, pursuant to a franchise issued by the State of Georgia pursuant to O.C.G.A. 36-76-1 et seq. known as the "Consumer Choice for Television Act" of 2007.

**Adopted this 14th day of September 2026**.

_____
**Michael Caldwell, Mayor**

**Attest:** _____
**Robyn Adams, City Clerk**

COMCAST

*Via United Parcel Service*

August 13, 2026

The Honorable Mr. Jeffrey Moon
City Manager, City of Woodstock
12453 Highway 92
Woodstock, GA 30188

**Re: Notice of Intent to Obtain a Georgia State Cable Franchise**

Dear City Manager Moon and Members of the City of Woodstock Council,

I am writing on behalf of Comcast to provide advance notice of an important administrative development concerning the authority under which Comcast provides cable television service in the City of Woodstock. Comcast intends to apply to the Georgia Secretary of State for a state franchise covering the City pursuant to the Consumer Choice for Television Act, O.C.G.A. § 36-76-1 et seq. I want to take this opportunity to ensure that you and the Council are fully informed about what this change means — and, equally important, what it does not change — for your community.

The Consumer Choice for Television Act has authorized state cable and video franchises since January 1, 2008. Under this framework, a cable or video service provider may elect to operate under either a qualifying locally negotiated franchise or a state franchise issued by the Georgia Secretary of State. A state franchise is nonexclusive, is issued for a ten-year term subject to renewal, and authorizes the provision of cable or video service within the service area described in the application.

This transition changes the legal mechanism by which Comcast is authorized to provide cable service. It does not, by itself, change the cable services available to Comcast customers or Comcast's commitment to serving the residents and institutions of the City of Woodstock.

We also want to clarify the City's continuing rights and the obligations applicable to Comcast under Georgia law:

First, the City retains the right to establish a franchise-fee rate applicable to state-franchise holders, up to the maximum rate permitted by federal law—currently five percent (5%) of applicable gross revenues. Under O.C.G.A. § 36-76-6, the City or its authorized designee must provide written notice of the applicable rate to both the Georgia Secretary of State and Comcast. Provided that the City designates its current [5%] rate in accordance with the statute, Comcast will continue to remit franchise-fee payments directly to the City at that rate. Payments will be made quarterly in accordance with Georgia law. To help ensure an orderly transition, Comcast respectfully requests that the City provide written confirmation of its designated state-franchise fee rate.

Second, Comcast will continue to satisfy its applicable obligations concerning public, educational, and governmental—or PEG—programming. Any legacy PEG-support obligations

COMCAST

preserved by O.C.G.A. § 36-76-4(g) will continue through the date on which the local franchise would otherwise have expired. Thereafter, PEG channel capacity and carriage will be governed by O.C.G.A. § 36-76-8, including the applicable channel-capacity and usage requirements. Existing PEG programming will not be discontinued solely because Comcast receives a state franchise, subject to the requirements and usage criteria established by Georgia law.

Third, Third, complimentary cable television service to public schools, libraries, and other eligible public institutions will continue as required by applicable law and consistent with Comcast's existing commitments.

Fourth, the City retains its authority over Comcast's work in the public rights-of-way. The City may continue to enforce lawful and reasonable ordinances governing excavation, permitting, bonding, indemnification, and the placement and maintenance of facilities, provided those requirements are generally applicable to users of the public rights-of-way. Under Georgia law, however, the state-franchise fee is in lieu of separate permit, encroachment, degradation, or similar fees for a state-franchise holder's occupation of or work within the public rights-of-way.

What changes is the regulatory relationship: Once the state franchise becomes controlling, the Georgia Secretary of State will serve as the sole franchising authority for Comcast within the covered service area. State law will govern the issuance and renewal of the franchise, PEG requirements, customer-service standards, and the other matters addressed by the Consumer Choice for Television Act. Georgia law does not permit a state agency or local government to impose a cable or video build-out requirement on a state-franchise holder; The City nevertheless retains the local responsibilities and regulatory rights expressly preserved by the Act.

Your dedicated Comcast Government Affairs representative remains Shaneak Brown, who is available at (251) 259-8664 and Shaneak_Brown@comcast.com. Comcast values its longstanding relationship with the City. We are committed to a transparent and orderly transition and to continuing to serve the residents and institutions of the community.

We appreciate the City's partnership and look forward to continuing to serve the City of Woodstock for years to come.

Sincerely,

Shaneak Brown
Sr. Director, Government & Community Affairs
Comcast of Georgia/Massachusetts, LLC

**AGENDA ITEM NO. 7.8**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Coty Thigpen, Administration |
| **ITEM TYPE:** | Permits - Road Closings, Special Events |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Road Closure Request - Claremore Manor Street** |
| **SUGGESTED ACTION:** | Request for approval of partial road closure for a community event to be held on Saturday, October 3, 2026. They are requesting to close the portion of Barnett Street from the front of the landscaped island to the pool from 5:00 p.m. to 10:00 p.m. |

**ATTACHMENTS:**

**AGENDA ITEM NO. 7.9**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Karen Gammill, Public Works |
| **ITEM TYPE:** | Bids, Authorize, Solicit, Award, Reject, Rebid |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Proposal For Long-Term Monitoring of Watershed Assessment Area** |
| **SUGGESTED ACTION:** | Request for approval of a proposal with RINDT to perform mandatory monitoring and reporting activities to meet annual requirements and maintain permit compliance. |

**ATTACHMENTS:**
Woodstock Long Term Monitoring Proposal FY 27.pdf

RINDT
ENGINEERING + ENVIRONMENTAL

**February 9, 2026**

Jeremy Parker
Public Works Director, City of Woodstock
2453 Highway 92
Woodstock, Georgia 30188

RE: **Proposal for Long-Term Monitoring of Watershed Assessment Area**

Dear Mr. Parker,

RINDT, Inc. sincerely appreciates the opportunity to submit this proposal to the City of Woodstock. The services we are proposing herein would be to provide the annual services for the City's Watershed Protection Plan (WPP) and Impaired Waters Plan (IWP). The proposal is for RINDT to perform mandatory monitoring and reporting activities to meet annual requirements to maintain permit compliance. Specific activities include: planning and conducting long-term water quality monitoring, habitat and benthic macroinvertebrate assessment and preparation of the Watershed Protection Plan (WPP) Annual Progress Reports due to Georgia Environmental Protection Division (GA EPD) by June 30th of each year.

**SCOPE OF WORK**

1. **Water Quality Assessments (WPP WQ):**
   A total of four sampling events (three dry and one wet) shall be conducted as well as 2 geometric mean samples for E. coli for five (5) sites during the year 2026. All samples are to be collected per the terms of the WPP.

   Water quality monitoring will be conducted at five (5) study locations in 2026:
   - ND-1A, Noonday Creek at Stone Bridge Parkway (34.101527, -84.537241)
   - RB-A, Rubes Creek Tributary at Independence Way (34.100278, -84.500556)
   - RB-B1, Rubes Creek Tributary at Brooke Blvd (34.113014, -84.502747)
   - RB-3, Rubes Creek at 227 Woodglen Dr. (34.091779, -84.510635)
   - LR-1, Little River Tributary at Trickum Rd. (34.093991, -84.475030)

**1a. Impaired Waters Plan Water Quality (IWP WQ):** Four (4) geometric mean samples for E. coli for three (3) sites during the year 2026:
   - LRIMP-1, Little River (34.102700, -84.454750)
   - LRIMP-2, Little River (34.132085, -84.522862)
   - ND-1A, Noonday Creek at Stone Bridge Parkway (34.101527, -84.537241)

2. **Annual Report:** Submitted to EPD each June 30th including an annual certification statement documenting that the plan is being implemented as approved; all watershed plan data collected during the previous year in an electronic format developed in coordination with EPD; a progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements, including any necessary changes to the WPP.

## COMPENSATION & INVOICING

RINDT proposes to complete the scope of services describes herein based on a fixed fee**.** This fee includes labor and all expenses required to complete the work stated in the scope of services. A detailed breakdown for this work can be provided upon request. Invoicing will occur monthly, on a percent-complete basis. Cost itemizations are shown below:

| **Task** | **Cost** |
|---|---|
| ***Annual Tasks (Fees shown per year)*** | |
| 1 – Long-Term Monitoring (2026) * | $31,100.00 |
| 2 – Annual Report | $9,700.00 |
| **Annual Tasks Total** | **$40,800.00** |

*For all sites in WPP and IWP

## EXCLUSIONS

The above cost is for work performed during years that have the assessments included. On the year that no assessments are required, the costs of the work will be adjusted accordingly.

RINDT can provide many other services that may be beneficial to you, essentially all of the excluded services. Please contact us if you have any questions or needs that we have not anticipated.

The following tasks are excluded from the scope of work for this contract:

- BMP implementation, coordination, and/or measurement
- Modifications due to new/changed regulations after the date of this proposal
- Meetings
- Project funding assistance

## SCHEDULE

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

A. Long-term monitoring for Current Reporting Year
B. Draft Report Submittal – April 30 Following the Reporting Year
C. Final Report Submittal – June 30 Following the Reporting Year

**ACCEPTANCE**

Thank you for your review of this proposal. Our Standard Contract Conditions (Attachments B&C) are attached to this proposal and will be a part of our contract. We welcome the opportunity to discuss this project further with the City of Woodstock. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,
**Rindt, Inc.**

Sasha Pavluscenco, P.E.
Project Manager

Attachments:
B&C - Standard Contract Conditions

**AGREED AND ACCEPTED:**
**City of Woodstock**

_____
Signature

_____
Print Name

_____
Title

_____
Date

**ATTACHMENT B**
**RINDT, INC.**

# STANDARD CONTRACT CONDITIONS

## TRANSFER OF RIGHTS HEREUNDER

It is agreed that the Client and RINDT, Inc. (Consultant) each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

## CREDIT APPROVAL, STOP WORK AND HOLDING WORK PRODUCT

Contract contingent upon credit approval. Consultant may "stop work" on Client's project if Consultant's invoices have not been paid within 45 days of the date of issuance. All of Consultant's Work Product may be held by Consultant until Consultant has been paid in full for the Work.

## TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost plus interest (0.8% per month) since the date of installation.

## REMEDIES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

## CONSULTANT'S STANDARD OF CARE

The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

## LIMIT OF LIABILITY

The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed $50,000 or the Consultant's total fee for services rendered on this project, whichever is less. However, at Client's discretion, the Consultant's limit of liability may be increased to $1,000,000. The consideration to the Consultant for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. If the Client desires to have the $1,000,000 limit of liability, along with the increased fees, please initial the box at the end of this paragraph. ☐

## HOLD HARMLESS

The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

## PAST DUE PAYMENTS

Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.

## SAFETY

Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.

## EXCLUSIONS

Specifically excluded from the Consultant's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
- Project cost estimates.

# ATTACHMENT C
# RINDT, INC.

1. RIGHT OF ENTRY AND RIGHT TO PROCEED: Owner grants a right of entry from time to time to RINDT, Inc. (RINDT), its agents, staff, consultants, contractors and subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including the making of tests and evaluations pursuant to the services provided hereunder.

2. DOCUMENT, TITLE, CONFIDENTIALITY: Owner will furnish or cause to be furnished from time to time as requested by RINDT all such reports, data, studies, plans, specifications, documents and other information deemed necessary by RINDT for performance of the services contemplated hereunder. RINDT may rely upon Owner-provided documents in performing the services contemplated hereunder; however, RINDT assumes no responsibility or liability for the accuracy of such documents. Owner-provided documents will remain the property of Owner. Owner agrees that all documents of any nature furnished by RINDT to Owner or Owner's agents or designees, if not paid for, will be returned upon demand and will not be used by Owner for any purpose whatsoever. Owner further agrees that under no circumstances shall any documents produced by RINDT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without such consent of RINDT. Owner shall to the maximum extent permitted by law save RINDT harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document delivered by RINDT to Owner shall be reproduced or distributed, whether for advertising or any other purpose, without the prior written consent of RINDT. Any such reproduction or distribution shall be at Owner's sole risk and without liability or legal exposure to RINDT.

3. SAMPLE HANDLING AND RETENTION: Generally, test samples or specimens are consumed and/or substantially altered during the conduct of tests and RINDT, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless requested in writing by the Owner to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Owner's written request, RINDT will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of RINDT's report to Owner free of storage charges. After the initial thirty (30) days and upon written request, RINDT will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents," respectively), RINDT will, after completion of testing and at Owner's expense, (I) return such samples to Owner; (ii) using a manifest signed by Owner as generator, will have such samples transported to a location selected by Owner for final disposal. Owner agrees to pay all costs associated with the storage, transport, and disposal of such samples. Owner recognizes and agrees that RINDT is acting as a bailee and at no time does RINDT assume title of said waste.

4. HAZARDOUS SUBSTANCES AND CONSTITUENTS: Owner agrees to promptly notify RINDT of any Hazardous Substances and any special risk to human health, the environment or equipment on the site of which client is or becomes aware. By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connections with Hazardous Substances and Constituents, Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify RINDT from and against any and all claims and liabilities resulting from the following: (a) Owner's violation of any federal, state or local statutes, regulations or ordinances relating to the disposal of Hazardous Substances or Constituents; (b) Owner's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Substances or Constituents found or identified at the site; and (c) Changed conditions or Hazardous Substances or Constituents introduced at the site by Owner or third persons before or after the completion of services herein.

5. REPORTING: By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for federal, state or local public agencies for any conditions at the site that may present a potential danger to health, safety or the environment. RINDT will assist the Client in his efforts to understand and take action on Owner's federal, state or local reporting responsibilities relative to the presence of contamination on Owner's property. RINDT agrees to assist in the preparation of licenses and permits in the name of the Owner for the services provided, and submit such applications to the Owner for review and further action. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose on a timely manner any information that may be necessary to prevent any danger to health, safety or the environment.

6. CONTAMINATED EQUIPMENT: All laboratory and field equipment contaminated in performing the services contemplated hereunder which cannot be reasonably decontaminated by RINDT shall become the responsibility of the Owner to decontaminate, or become the property and responsibility of Owner. All such equipment shall be delivered to Owner or disposed of in a manner similar to that indicated for hazardous samples. Owner agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

7. LIABILITY OF RINDT: (a) GENERAL: Owner recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and affect subsurface vegetation, buildings, structures and equipment in, at or upon the site. Owner hereby acknowledges that this is inherent to RINDT's work and will not hold RINDT liable or responsible for any such effect, alteration or damage except that which is a direct result of the negligence of RINDT; (b) DAMAGE AT SITE: RINDT will not be liable for any property damage or bodily injury arising from damage to, or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.), which are not called to RINDT's attention in writing and correctly shown on the plans furnished by Owner in connection with work performed under this Agreement unless such damage or injury is the direct result of the negligence of RINDT.

8. UNFORESEEN OCCURRENCES: If, during the performance of RINDT's services hereunder, any unforeseen Hazardous Substances or Constituents or other unforeseen conditions or occurrences are encountered which, in RINDT's sole judgment, significantly affect the services, the risk involved in providing such services, or the recommended scope of services, RINDT will promptly notify Owner thereof. Subsequent to the notification RINDT may: (a) If practicable, in RINDT's sole judgment, complete the original scope of services; (b) Agree with Owner to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date specified by RINDT in writing.

9. RCRA COMPLIANCE: Nothing contained in this Agreement shall be construed or interpreted as requiring RINDT to assume the status of a generator, storer, treater, transporter or disposal facility within the meaning of any similar federal, state or local regulation or law.

10. FORCE MAJEURE: RINDT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

11. ENTIRE AGREEMENT: Owner agrees that this Agreement is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto.

12. SEVERABILITY: In the event that any provision herein shall be deemed invalid or unenforceable the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.

13. SURVIVAL: All obligations arising prior to the termination of this Agreement allocating responsibility or liability between Owner and consultant shall survive the completion of the services a written instrument signed by both parties.

14. INTEGRATION: This Agreement and the documents attached hereto, and which are incorporated herein, constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

15. GOVERNING LAW, JURISDICTION: The parties agree that all lawsuits or other claims which either of them may bring against the other shall be commenced and maintained only in the federal or state court which sits in the jurisdiction of RINDT's home office.

16. CAPTIONS: Title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

17. COMMON USAGE: The term Owner as used herein shall refer to the party to the contract who is receiving the services provided thereunder, the Owner of the property or the agent of the property Owner, as appropriate.

**AGENDA ITEM NO. 7.10**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Crystal Welch, Finance Department |
| **ITEM TYPE:** | Budget Approval/Amendment |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve FY 2026 Fiscal Year End Budget Amendments** |
| **SUGGESTED ACTION:** | Request for approval of FYE 2026 budget amendments as presented. This is to close out the FY 2026 budgets prior to audit. This is an annual requirement of the State of Georgia to close the budget to actual revenues/expenditures. Final budget amendment(s) will be brought back to Council, if necessary, after the audit is complete and audit entries, if any, have been posted. |

**ATTACHMENTS:**

MAJBA JE 22119 - FY 2026 - FYE 06.30.2026 - Fund 101 - Pre-Audit.pdf
MAJBA JE 22120 - FY 2026 - FYE 06.30.2026 - Fund 505 - Pre-Audit.pdf
MAJBA JE 22121 - FY 2026 - FYE 06.30.2026 - Fund 507 - Pre-Audit.pdf
MAJBA JE 22122 - FY 2026 - FYE 06.30.2026 - Fund 210 - Pre-Audit.pdf
MAJBA JE 22123 - FY 2026 - FYE 06.30.2026 - Fund 213 - Pre-Audit.pdf
MAJBA JE 22124 - FY 2026 - FYE 06.30.2026 - Fund 301 - Pre-Audit.pdf
MAJBA JE 22125 - FY 2026 - FYE 06.30.2026 - Fund 312 - Pre-Audit.pdf
MAJBA JE 22126 - FY 2026 - FYE 06.30.2026 - Fund 313 - Pre-Audit.pdf
MAJBA JE 22127 - FY 2026 - FYE 06.30.2026 - Fund 315 - Pre-Audit.pdf
MAJBA JE 22128 - FY 2026 - FYE 06.30.2026 - Fund 335 - Pre-Audit.pdf
MAJBA JE 22129 - FY 2026 - FYE 06.30.2026 - Fund 350 - Pre-Audit.pdf
MAJBA JE 22130 - FY 2026 - FYE 06.30.2026 - Fund 435 - Pre-Audit.pdf
MAJBA JE 22131 - FY 2026 - FYE 06.30.2026 - Fund 437 - Pre-Audit.pdf
MAJBA JE 22132 - FY 2026 - FYE 06.30.2026 - Fund 556 - Pre-Audit.pdf
MAJBA JE 22133 - FY 2026 - FYE 06.30.2026 - Fund 601 - Pre-Audit.pdf
MAJBA JE 22134 - FY 2026 - FYE 06.30.2026 - Fund 602 - Pre-Audit.pdf
MAJBA JE 22135 - FY 2026 - FYE 06.30.2026 - Fund 603 - Pre-Audit.pdf
MAJBA JE 22136 - FY 2026 - FYE 06.30.2026 - Fund 604 - Pre-Audit.pdf
MAJBA JE 22137 - FY 2026 - FYE 06.30.2026 - Fund 742 - Pre-Audit.pdf

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

| | |
|---|---|
| **Name of Department** | **Fund 101 - General Fund** |
| **Budget Amendment #** | **MAJBA JE 22119** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 101-1110-513010-00 | INSURANCE - DENTAL | 0.04 | |
| 101-1110-521220-00 | CONTRACT SERVICES | 60.00 | |
| 101-1110-523510-00 | TRAVEL & TRAINING | 2,270.68 | |
| 101-1320-511414-00 | EMPLOYEE ALLOWANCE | 2,648.51 | |
| 101-1320-513010-00 | INSURANCE - DENTAL | 0.04 | |
| 101-1320-531115-00 | POSTAGE | 90.42 | |
| 101-1320-582210-00 | LEASE EXPENSE - LAND | 3,341.64 | |
| 101-1335-511110-00 | SALARIES AND WAGES | 823.71 | |
| 101-1335-512915-00 | EMPLOYEE RECOGNITION | 123.91 | |
| 101-1510-512120-00 | HSA - CITY CONTRIBUTION | 460.17 | |
| 101-1510-513010-00 | INSURANCE - DENTAL | 0.04 | |
| 101-1535-512120-00 | HSA - CITY CONTRIBUTION | 954.50 | |
| 101-1535-512810-00 | INSURANCE - LIFE | 14.50 | |
| 101-1535-513010-00 | INSURANCE - DENTAL | 0.04 | |
| 101-1535-521220-00 | CONTRACT SERVICES | 1,900.20 | |
| 101-1545-512110-00 | INSURANCE - HEALTH | 0.04 | |
| 101-1545-512215-00 | SOCIAL SECURITY TAXES | 7,434.88 | |
| 101-1545-512410-00 | GMEBS - DEFINED BENEFIT | 0.32 | |
| 101-1545-513010-00 | INSURANCE - DENTAL | 0.04 | |
| 101-1599-512915-00 | EMPLOYEE RECOGNITION | 2,203.65 | |
| 101-1599-519900-00 | PENALTIES AND FINES | 2,908.11 | |
| 101-1599-521210-00 | PROFESSIONAL SERVICES | 2.00 | |
| 101-1599-521232-00 | LEGAL SERVICES | 65,429.75 | |
| 101-1599-523120-00 | INSURANCE V/B/E | 770,554.44 | |
| 101-1599-541114-00 | LAND EXPENSE | 258,559.30 | |
| 101-2115-511110-00 | SALARIES AND WAGES | 3,869.34 | |
| 101-2115-512410-00 | GMEBS - DEFINED BENEFIT | 0.24 | |
| 101-2115-512412-00 | 401 A - CITY MATCH | 1,828.85 | |
| 101-2115-521210-05 | MUNICIPAL COURT APPOINTED ATTORNEYS | 670.00 | |
| 101-2115-521220-00 | CONTRACT SERVICES | 91.82 | |
| 101-3210-511110-00 | SALARIES AND WAGES | 10,991.58 | |
| 101-3210-511115-00 | EMPLOYEE REFERRAL PROGRAM | 2,000.00 | |
| 101-3210-512110-00 | INSURANCE - HEALTH | 0.08 | |
| 101-3210-512120-00 | HSA - CITY CONTRIBUTION | 862.50 | |
| 101-3210-552210-00 | INSURANCE -- SELF | 45,673.28 | |
| 101-3510-511112-00 | SPECIAL DUTY PAY | 6,595.76 | |
| 101-3510-512110-00 | INSURANCE - HEALTH | 0.04 | |
| 101-3510-512120-00 | HSA - CITY CONTRIBUTION | 3,899.69 | |
| 101-3510-512410-00 | GMEBS - DEFINED BENEFIT | 0.44 | |
| 101-3510-512900-00 | OTHER EMPLOYEE BENEFITS -- CANCER POLICY | 8,748.00 | |
| 101-3510-521210-00 | PROFESSIONAL SERVICES | 210.00 | |
| 101-4121-511317-00 | OVERTIME | 2,610.40 | |
| 101-4121-512120-00 | HSA - CITY CONTRIBUTION | 1,247.24 | |

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 101-4121-512810-00 | INSURANCE - LIFE | 7.25 | |
| 101-4121-531230-00 | UTILITY EXPENSE - ELECTRICITY | 15,117.87 | |
| 101-4121-531270-00 | VEHICLE FUEL & OPERATIONS | 102.32 | |
| 101-4215-511414-00 | EMPLOYEE ALLOWANCE | 329.78 | |
| 101-4215-512110-00 | INSURANCE - HEALTH | 0.04 | |
| 101-4215-512410-00 | GMEBS - DEFINED BENEFIT | 0.08 | |
| 101-4215-512810-00 | INSURANCE - LIFE | 64.22 | |
| 101-4215-521220-00 | CONTRACT SERVICES | 14,862.78 | |
| 101-4215-531710-00 | STREET MARKING MATERIAL | 0.30 | |
| 101-4215-552210-00 | INSURANCE -- SELF | 360.86 | |
| 101-5525-511317-00 | OVERTIME | 1,867.38 | |
| 101-5525-512410-00 | GMEBS - DEFINED BENEFIT | 0.32 | |
| 101-5535-511110-04 | SALARIES AND WAGES - LONGEVITY | 1,280.00 | |
| 101-5535-511115-00 | EMPLOYEE REFERRAL PROGRAM | 500.00 | |
| 101-5535-512120-00 | HSA - CITY CONTRIBUTION | 843.02 | |
| 101-5535-512810-00 | INSURANCE - LIFE | 50.75 | |
| 101-5535-531110-00 | OFFICE SUPPLIES/PRINTING | 111.56 | |
| 101-5535-552210-00 | INSURANCE -- SELF | 1,100.00 | |
| 101-7220-523310-00 | PUBLIC NOTIFICATION | 30.00 | |
| 101-7410-512110-00 | INSURANCE - HEALTH | 0.04 | |
| 101-7410-512120-00 | HSA - CITY CONTRIBUTION | 1,908.55 | |
| 101-7410-523310-00 | PUBLIC NOTIFICATION | 45.00 | |
| 101-7410-531115-00 | POSTAGE | 111.92 | |
| 101-1510-316210-00 | INSURANCE PREMIUM TAX | | 197,803.93 |
| 101-3210-383142-00 | INSURANCE REIMBURSEMENT | | 106,921.79 |
| 101-3210-389110-00 | HIDTA OVERTIME R/I | | 19,660.72 |
| 101-3510-371001-00 | CONTRIBUTIONS & DONATIONS | | 100.00 |
| 101-4215-383142-00 | INSURANCE REIMBURSEMENT | | 5,842.59 |
| 101-7220-316110-00 | OCCUPATION TAX | | 10,424.29 |
| 101-1110-512110-00 | INSURANCE - HEALTH | | 0.04 |
| 101-1110-523610-00 | PUBLICATIONS & DUES | | 2,330.68 |
| 101-1320-512215-00 | SOCIAL SECURITY TAXES | | 2,648.55 |
| 101-1320-523315-00 | ADVERTISING & MARKETING | | 15,000.00 |
| 101-1320-531110-00 | OFFICE SUPPLIES/PRINTING | | 3,432.06 |
| 101-1320-579110-00 | CONTINGENCY - OPERATING | | 29,200.00 |
| 101-1335-512412-00 | 401 A - CITY MATCH | | 823.71 |
| 101-1335-531110-00 | OFFICE SUPPLIES/PRINTING | | 123.91 |
| 101-1510-512215-00 | SOCIAL SECURITY TAXES | | 460.21 |
| 101-1535-512215-00 | SOCIAL SECURITY TAXES | | 969.04 |
| 101-1535-531167-00 | SOFTWARE EXPENSE | | 100,000.00 |
| 101-1545-511110-00 | SALARIES AND WAGES | | 5,524.18 |
| 101-1545-512412-00 | 401 A - CITY MATCH | | 1,911.10 |
| 101-1599-512710-00 | WORKERS COMPENSATION | | 37,944.00 |
| 101-1599-513111-00 | LONG TERM DISABILITY | | $ 385.45 |
| 101-1599-572000-00 | PAYMENTS TO OTHER AGENCIES | | 5,349.07 |
| 101-2115-511110-05 | SALARIES AND WAGES - RELIEF JUDGES | | 5,698.43 |
| 101-2115-521210-00 | PROFESSIONAL SERVICES | | 10,000.00 |
| 101-2115-525117-00 | PEACE OFFICER'S TRAINING | | 20,000.00 |
| 101-3210-511112-00 | SPECIAL DUTY PAY | | 100,000.00 |
| 101-3210-531610-00 | MINOR EQUIPMENT | | 45,673.28 |
| 101-3510-512215-00 | SOCIAL SECURITY TAXES | | 19,243.93 |
| 101-3510-512412-00 | 401 A - CITY MATCH | | 25,000.00 |
| 101-3510-521220-00 | CONTRACT SERVICES | | 210.00 |
| 101-4121-512412-00 | 401 A - CITY MATCH | | 1,100.00 |
| 101-4121-521220-00 | CONTRACT SERVICES | | 2,500.00 |
| 101-4121-522242-00 | BUILDINGS & GROUNDS MAINT | | 8,000.00 |

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 101-4121-531210-00 | UTILITY EXPENSE - WATER/SEWERAGE | | 7,000.00 |
| 101-4121-531725-00 | MAINTENANCE SUPPLIES | | 485.08 |
| 101-4215-512215-00 | SOCIAL SECURITY TAXES | | 394.12 |
| 101-4215-521210-00 | PROFESSIONAL SERVICES | | 15,223.94 |
| 101-4215-522215-00 | STREET LIGHT MAINTENANCE | | 40,000.00 |
| 101-5525-512215-00 | SOCIAL SECURITY TAXES | | 1,867.70 |
| 101-5535-512215-00 | SOCIAL SECURITY TAXES | | 2,673.77 |
| 101-5535-531117-00 | CLEANING SUPPLIES | | 111.56 |
| 101-5535-531716-00 | RECREATION PROGRAM SUPPLIES | | 1,100.00 |
| 101-7220-531270-00 | VEHICLE FUEL & OPERATIONS | | 30.00 |
| 101-7410-512215-00 | SOCIAL SECURITY TAXES | | 1,908.59 |
| 101-7410-531110-00 | OFFICE SUPPLIES/PRINTING | | 156.92 |
| 101-9999-511110-00 | SALARIES AND WAGES | | 45,116.09 |
| 101-9999-579110-00 | CONTINGENCY | | 11,679.00 |
| 101-9999-611400-00 | TRANSFER TO DEBT SERVICE | | 335,746.50 |
| **TOTALS** | | **$ 1,247,774.23** | **$ 1,247,774.23** |

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

| | |
|---|---|
| **Name of Department** | **Fund 505 -Water/Sewer Fund** |
| **Budget Amendment #** | **MAJBA JE 22120** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 505-1510-572000-00 | PAYMENTS TO OTHER AGENCIES | 2,112.94 | |
| 505-1512-512120-00 | HSA - CITY CONTRIBUTION | 2,372.24 | |
| 505-1512-512410-00 | GMEBS - DEFINED BENEFIT | 0.44 | |
| 505-1512-521220-00 | CONTRACT SERVICES | 17,055.85 | |
| 505-1512-531115-00 | POSTAGE | 92.40 | |
| 505-1512-573000-00 | E BILLING/PYMT CREDIT | 14,227.20 | |
| 505-1522-561110-00 | DEPRECIATION EXPENSE | 300,000.00 | |
| 505-1599-523120-00 | INSURANCE V/B/E | 104,929.61 | |
| 505-4315-521220-00 | CONTRACT SERVICES | 50,550.45 | |
| 505-4315-531230-00 | UTILITY EXPENSE - ELECTRICITY | 8,075.35 | |
| 505-4335-511110-00 | SALARIES AND WAGES | 21,583.90 | |
| 505-4335-511317-00 | OVERTIME | 13,271.26 | |
| 505-4335-512120-00 | HSA - CITY CONTRIBUTION | 837.26 | |
| 505-4335-512410-00 | GMEBS - DEFINED BENEFIT | 0.32 | |
| 505-4335-512810-00 | INSURANCE - LIFE | 9.17 | |
| 505-4335-513010-00 | INSURANCE - DENTAL | 0.12 | |
| 505-4335-531220-00 | UTILITY EXPENSE - NATURAL GAS | 245.45 | |
| 505-4335-531270-00 | VEHICLE FUEL & OPERATIONS | 1,860.56 | |
| 505-4335-532125-00 | CONSTRUCTION MATERIALS | 1,575.91 | |
| 505-4415-511110-00 | SALARIES AND WAGES | 1,246.57 | |
| 505-4415-511317-00 | OVERTIME | 2,266.61 | |
| 505-4415-512412-00 | 401 A - CITY MATCH | 24.12 | |
| 505-4415-521220-00 | CONTRACT SERVICES | 254.66 | |
| 505-4415-531510-00 | WATER PURCHASED FOR RESALE | 15,653.41 | |
| 505-4415-531595-00 | BROOKSHIRE SEWER FLOW | 6,973.60 | |
| 505-1510-361172-00 | INTEREST INCOME | | 137,291.93 |
| 505-1510-381125-00 | PARKING LOT RENTAL | | 100.00 |
| 505-1510-389110-00 | MISC. LOCAL REVENUE | | 328.80 |
| 505-1512-344210-00 | WATER SALES | | 10,539.90 |
| 505-1512-344216-00 | LATE CHARGES | | 143,246.03 |
| 505-1512-344218-00 | METER MONITORING FEE | | 26,470.00 |
| 505-1512-344263-00 | MISC.-COLLECTIONS FEES | | 350.00 |
| 505-1522-521220-00 | CONTRACT SERVICES | | 13,795.20 |
| 505-1535-523210-00 | TELEPHONE EXPENSE | | 1,795.54 |
| 505-1535-531167-00 | SOFTWARE EXPENSE | | 6,868.75 |
| 505-1535-531610-01 | MINOR EQUIPMENT - TECH | | 2,001.59 |
| 505-1599-512710-00 | WORKERS COMPENSATION | | 2,338.00 |
| 505-4315-521210-00-00EOMO | PROFESSIONAL SERVICES - EOM | | 12,988.87 |
| 505-4335-511114-00 | ON-CALL PAY | | 36,349.86 |
| 505-4335-521210-00 | PROFESSIONAL SERVICES | | 3,500.00 |
| 505-4335-521220-00 | CONTRACT SERVICES | | 3,058.04 |
| 505-4335-531167-00 | SOFTWARE EXPENSE | | 5,000.00 |
| 505-4335-531230-00 | UTILITY EXPENSE - ELECTRICITY | | 15,277.06 |

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 505-4335-531610-01 | MINOR EQUIPMENT - TECH | | 1,822.29 |
| 505-4415-522220-00 | VEHICLE MAINTENANCE | | 1,000.00 |
| 505-4415-522231-02 | OPERATING - WELL C2B DUPREE PARK TENNIS | | 1,000.00 |
| 505-4415-531230-01 | ELECTRIC - WELL C2ALT DUPREE PARK ROAD | | 4,264.41 |
| 505-4415-531230-02 | ELECTRIC - WELL C2B DUPREE PARK TENNIS | | 5,469.56 |
| 505-4415-531230-03 | ELECTRIC - WELL C2C DUPREE PARK NEW | | 1,599.09 |
| 505-4415-531230-04 | ELECTRIC - WELL C7 140 BENTLEY PKWY | | 543.08 |
| 505-4415-531230-05 | ELECTRIC - WELL C6 612 RIVERCREST DR | | 2,936.15 |
| 505-4415-531230-06 | ELECTRIC - WELL WSK D-1 REVERE | | 9,493.17 |
| 505-4415-531270-00 | VEHICLE FUEL & OPERATIONS | | 3,700.88 |
| 505-9999-579110-00 | CONTINGENCY - WATER/SEWER | | 50,000.00 |
| 505-1510-394110-00 | USE OF RESERVES | | 62,091.20 |
| **TOTALS** | | **$ 565,219.40** | **$ 565,219.40** |

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

| | |
|---|---|
| **Name of Department** | **Fund 507 - Storm Water Fund** |
| **Budget Amendment #** | **MAJBA JE 22121** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 507-1599-523120-00 | INSURANCE V/B/E | 34,977.19 | |
| 507-4325-511317-00 | OVERTIME | 132.92 | |
| 507-4325-512410-00 | GMEBS - DEFINED BENEFIT | 0.16 | |
| 507-4325-521220-00 | CONTRACT SERVICES | 507.60 | |
| 507-4325-522220-00 | VEHICLE MAINTENANCE | 3,151.93 | |
| 507-4325-531270-00 | VEHICLE FUEL & OPERATIONS | 87.25 | |
| 507-4325-561110-00 | DEPRECIATION EXPENSE | $ 30,000.00 | |
| 507-4325-512412-00 | 401 A - CITY MATCH | | $ 133.08 |
| 507-4325-521210-00 | PROFESSIONAL SERVICES | | $ 13,367.00 |
| 507-4325-521215-00 | EMERGENCY MAINTENANCE CONTRACTS | | $ 5,000.00 |
| 507-4325-522140-00 | LANDSCAPE MAINTENANCE | | $ 2,000.00 |
| 507-4325-523310-00 | PUBLIC NOTIFICATION | | $ 500.00 |
| 507-4325-531110-00 | OFFICE SUPPLIES/PRINTING | | $ 304.86 |
| 507-4325-531610-01 | MINOR EQUIPMENT - TECH | | $ 500.00 |
| 507-4325-531620-00 | UNIFORMS & PERSONAL EQUIP | | $ 1,495.27 |
| 507-4325-532020-00 | HOT MIX, ASPHALT & GRAVEL | | $ 1,300.00 |
| 507-4325-532125-00 | CONSTRUCTION MATERIALS | | $ 2,969.02 |
| 507-4325-541410-00 | INFRASTRUCTURE | | $ 41,287.82 |
| **TOTALS** | | **$ 68,857.05** | **$ 68,857.05** |

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

| | |
|---|---|
| **Name of Department** | **Fund 210 - Confiscated Assets** |
| **Budget Amendment #** | **MAJBA JE 22122** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 210-3210-523310-00 | PUBLIC NOTIFICATION | 64.80 | |
| 210-3210-542000-00 | CAPITAL OUTLAY | 2,125.00 | |
| 210-3210-351300-00 | CONFISCATIONS - STATE | | $ 1,268.00 |
| 210-3210-394110-00 | USE OF RESERVES | | $ 921.80 |
| **TOTALS** | | **$ 2,189.80** | **$ 2,189.80** |

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

| | |
|---|---|
| **Name of Department** | **Fund 213 - Opioid Settlement Fund** |
| **Budget Amendment #** | **MAJBA JE 22123** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 213-1599-531610-00 | MINOR EQUIPMENT | 2,357.41 | |
| 213-5535-531610-00 | MINOR EQUIPMENT | 4,520.00 | |
| 213-1599-351920-00 | OPIOID SETTLEMENT PAYMENTS - LOCAL GOV | | $ 6,171.42 |
| 213-3510-531610-00 | MINOR EQUIPMENT | | $ 705.99 |
| **TOTALS** | | **$ 6,877.41** | **$ 6,877.41** |

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

| | |
|---|---|
| **Name of Department** | **Fund 301 - Parking Deck/Redevelopment Fund** |
| **Budget Amendment #** | **MAJBA JE 22124** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 301-3210-511112-00 | SPECIAL DUTY PAY | 8,238.42 | |
| 301-3210-512215-00 | SOCIAL SECURITY TAXES | 630.22 | |
| 301-7510-521220-00 | CONTRACT SERVICES | | $ 1,826.36 |
| 301-7510-541410-00-00WFSP | WAYFINDING SIGN PROGRAM | | $ 7,042.28 |
| **TOTALS** | | **$ 8,868.64** | **$ 8,868.64** |

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

| | |
|---|---|
| **Name of Department** | **Fund 312 - Park Deck (2023 DDA Bond Fund)** |
| **Budget Amendment #** | **MAJBA JE 22125** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 312-9999-611400-00 | TRANSFER TO DEBT SERVICE | 25,827.29 | |
| 312-1599-394110-00 | USE OF RESERVES | | $ 25,827.29 |
| **TOTALS** | | **$ 25,827.29** | **$ 25,827.29** |

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

| | |
|---|---|
| **Name of Department** | **Fund 313 - Park Bond 2024 (Project Fund)** |
| **Budget Amendment #** | **MAJBA JE 22126** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 313-1599-584055-00 | MISC BOND ISSUE COST | 2,543.95 | |
| 313-5535-541411-00 | PARKS PROJECTS - UNDESIGNATED | 500,000.00 | |
| 313-1510-361172-00 | INTEREST INCOME | | $ 502,543.95 |
| **TOTALS** | | **$ 502,543.95** | **$ 502,543.95** |

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

| | |
|---|---|
| **Name of Department** | **Fund 315 - Impact Fee Fund** |
| **Budget Amendment #** | **MAJBA JE 22127** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 315-5535-541110-00 | PARK-CAPITAL OUTLAY | 193.52 | |
| 315-5535-582210-00 | LEASE EXPENSE - GNRR TRAIL EASEMENT | 633.22 | |
| 315-9999-579110-00 | CONTINGENCY | | $ 826.74 |
| **TOTALS** | | **$ 826.74** | **$ 826.74** |

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

| | |
|---|---|
| **Name of Department** | **Fund 335 - TSPLOST I** |
| **Budget Amendment #** | **MAJBA JE 22128** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 335-4215-541410-00-NREAST | NEESE RD EAST SIDEWALK | 247.50 | |
| 335-4215-541442-00-00RWIN | I-575 DDI (RIDGEWALK INTERCHANGE) | 19,340.00 | |
| 335-4215-541442-00-BDTIMP | BARNESDALE TERRACE IMPROVEMENT PROJECT | 270.00 | |
| 335-4215-541442-00-PADEN0 | PADEN STREET EXTENSION | 14,777.88 | |
| 335-4215-541442-00-REEVES | REEVES ST EXTENSION | 1,009,504.06 | |
| 335-1510-313500-01 | TSPLOST I (2026-2032) | | $ 1,044,139.44 |
| **TOTALS** | | **$ 1,044,139.44** | **$ 1,044,139.44** |

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

| | |
|---|---|
| **Name of Department** | **Fund 350 - Capital Project Fund** |
| **Budget Amendment #** | **MAJBA JE 22129** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 350-4215-541410-00-DRMUTR | DOBBS RD MULTI-USE TRAIL | 600.00 | |
| 350-1599-541110-00 | LAND COST | | $ 600.00 |
| **TOTALS** | | **$ 600.00** | **$ 600.00** |

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

| | |
|---|---|
| **Name of Department** | **Fund 435 - SPLOST V Fund** |
| **Budget Amendment #** | **MAJBA JE 22130** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 435-3510-541410-00-00FS#3 | 3RD FIRE STATION (FS 28 RIDGEWALK PKWY) | 85,915.78 | |
| 435-3510-541410-00-00FST4 | 4TH FIRE STATION (FS 34 LONG DR) | 259,389.70 | |
| 435-3510-542510-00 | OTHER EQUIPMENT | 476.16 | |
| 435-1510-361172-00 | INTEREST INCOME | | $ 28,850.19 |
| 435-4215-393510-00-00NRN1 | SRTA/GTIB LOAN PROCEEDS-NEESE RD NORTHERN | | $ 58,416.80 |
| 435-4215-541442-00-00RWIN | STREET CONSTRUCTION-I-575/RIDGEWALK INTE | | $ 258,514.65 |
| **TOTALS** | | **$ 345,781.64** | **$ 345,781.64** |

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

| | |
|---|---|
| **Name of Department** | **Fund 437 - SPLOST VII Fund** |
| **Budget Amendment #** | **MAJBA JE 22131** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 437-1535-542510-00 | OTHER EQUIPMENT | 1,395.80 | |
| 437-4215-541442-00-00TNIN | TRICKUM & NOCATEE ROUNDABOUT CONSTRUCTION | 525,804.49 | |
| 437-1599-394110-00 | USE OF RESERVES | 363,896.17 | |
| 437-4215-334110-00 | GA - LMIG GRANT REVENUE | | $ 79,667.84 |
| 437-4215-393510-00-00NRN1 | SRTA/GTIB LOAN PROCEEDS-NEESE RD NORTHERN | | $ 539,428.62 |
| 437-1599-389125-00-00TNIN | CHEROKEE COUNTY - IGA REVENUE | | $ 272,000.00 |
| **TOTALS** | | **$ 891,096.46** | **$ 891,096.46** |

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

| | |
|---|---|
| **Name of Department** | **Fund 556 - Parking Operations Fund** |
| **Budget Amendment #** | **MAJBA JE 22132** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 556-7564-521227-00 | CREDIT CARD FEES | 56,782.80 | |
| 556-7564-522242-00 | BUILDINGS & GROUNDS MAINT | 5,782.14 | |
| 556-1510-521226-00 | BANK SERVICE CHARGES | | $ 44,605.00 |
| 556-7564-531167-00 | SOFTWARE EXPENSE | | $ 130.99 |
| 556-7564-531230-00 | UTILITY EXPENSE - ELECTRICITY | | $ 17,828.95 |
| **TOTALS** | | **$ 62,564.94** | **$ 62,564.94** |

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

| | |
|---|---|
| **Name of Department** | **Fund 601 - Health Insurance Fund** |
| **Budget Amendment #** | **MAJBA JE 22133** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 601-0000-512114-00 | HSA ADMINISTRATION | 127.00 | |
| 601-0000-512211-00 | PRESCRIPTION CLAIMS | 698,875.99 | |
| 601-0000-512212-00 | EXCESS STOP LOSS FEES | 397,294.54 | |
| 601-0000-800000-00 | EMPLOYEE CONTRIBUTION | | $ 29,083.55 |
| 601-1599-393600-00 | INSURANCE RECEIPT -- EXCESS STOP | | $ 514,773.65 |
| 601-1599-393601-00 | PRESCRIPTION REBATES | | $ 199,412.53 |
| 601-0000-512210-00 | MEDICAL CLAIMS | | $ 116,000.00 |
| 601-0000-512213-00 | WELLNESS PROGRAM | | $ 7,400.00 |
| 601-0000-521210-00 | PROFESSIONAL SERVICES | | $ 33,000.00 |
| 601-1510-394110-00 | USE OF RESERVES | | $ 196,627.80 |
| **TOTALS** | | **$ 1,096,297.53** | **$ 1,096,297.53** |

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

| | |
|---|---|
| **Name of Department** | **Fund 602 - Workers Comp Fund** |
| **Budget Amendment #** | **MAJBA JE 22134** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 602-1545-512710-02 | EXCESS PREMIUMS | 10,520.42 | |
| 602-1545-512710-01 | W/C CLAIMS COSTS | | $ 10,520.42 |
| **TOTALS** | | **$ 10,520.42** | **$ 10,520.42** |

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

| | |
|---|---|
| **Name of Department** | **Fund 603 - Dental Insurance Fund** |
| **Budget Amendment #** | **MAJBA JE 22135** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 603-0000-512210-00 | DENTAL CLAIMS | 21,678.03 | |
| 603-0000-512212-00 | EXCESS INSURANCE PREMIUMS | | $ 4,400.00 |
| 603-1510-394110-00 | USE OF RESERVES | | $ 17,278.03 |
| **TOTALS** | | **$ 21,678.03** | **$ 21,678.03** |

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

| | |
|---|---|
| **Name of Department** | **Fund 604 - Property & Casualty Fund** |
| **Budget Amendment #** | **MAJBA JE 22136** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 604-3210-552210-00 | INSURANCE -- SELF - POLICE | 56,789.95 | |
| 604-3510-552210-00 | INSURANCE -- SELF - FIRE | 4,553.54 | |
| 604-4121-552210-00 | INSURANCE -- SELF - BUILDINGS & GROUNDS | 5,000.00 | |
| 604-4215-552210-00 | INSURANCE -- SELF - STREETS | 2,438.00 | |
| 604-4335-552210-00 | INSURANCE -- SELF - SEWER MAINS | 3,594.09 | |
| 604-3210-383142-00 | INSURANCE REIMBURSEMENT | | $ 61,343.49 |
| 604-4121-383142-00 | INSURANCE REIMBURSEMENT | | $ 5,000.00 |
| 604-4215-383142-00 | INSURANCE REIMBURSEMENT | | $ 3,272.51 |
| 604-4335-383142-00 | INSURANCE REIMBURSEMENT | | $ 2,759.58 |
| **TOTALS** | | **$ 72,375.58** | **$ 72,375.58** |

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

| | |
|---|---|
| **Name of Department** | **Fund 742 - Hotel/Motel Fund** |
| **Budget Amendment #** | **MAJBA JE 22137** |

**Explanation of Request** Pre-audit to adjust the fiscal year end budget to meet the actual revenue and expenditures for the fiscal year 2026. This function is a state requirement (O.C.G.A 36-81-7) and does not appropriate any new money.

| ACCOUNT NUMBER | ACCOUNT NAME | DEBIT | CREDIT |
|---|---|---|---|
| 742-7610-511317-00 | OVERTIME | 154.43 | |
| 742-7610-572110-00 | DDA CONTRIBUTION | 92,287.76 | |
| 742-7610-572111-00 | CVB CONTRIBUTION | 58,372.82 | |
| 742-7610-314194-00 | HOTEL/MOTEL TAX | | 22,634.04 |
| 742-7610-314195-00 | HOTEL/MOTEL - STVR TAX | | 116,988.25 |
| 742-7610-511110-00 | SALARIES AND WAGES | | 3,221.74 |
| 742-7610-511110-02 | SALARIES AND WAGES - TOURISM INFO. COORD | | 5,534.58 |
| 742-7610-512215-00 | SOCIAL SECURITY TAXES | | 1,857.29 |
| 742-7610-512410-00 | GMEBS - DEFINED BENEFIT | | 0.24 |
| 742-7610-512412-00 | 401 A - CITY MATCH | | 142.45 |
| 742-7610-513010-00 | INSURANCE - DENTAL | | 0.04 |
| 742-7610-531270-00 | VEHICLE FUEL & OPERATIONS | | 436.38 |
| **TOTALS** | | **$ 150,815.01** | **$ 150,815.01** |

**AGENDA ITEM NO. 7.11**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, City Clerk |
| **ITEM TYPE:** | Fees, Adoption, Amendment or Recission |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Amendment to the Council Policy Manual - Administration and Government Chapter - Section 000-0002 Civility Code** |
| **SUGGESTED ACTION:** | Request for approval of an amendment to the Council Policy Manual under Administration and Government. Revisions to Section 000-0002 Civility Code (Item #5) as identified in the redline document included in the agenda packet. |

**ATTACHMENTS:**
Civility Code Revision 9.14.26.pdf

## 000-0002 Civility Code

CITY OF WOODSTOCK CIVILITY CODE As adopted by the Mayor and Council on February 8, 2005, as now or hereafter revised, the following Civility Code shall govern proceedings and conduct of matters brought before the City of Woodstock City Council and Boards:

1. All electronic devices, including cell phones, shall be turned off or placed in silent mode.
2. Prolonged conversations shall be conducted outside the Council Chambers.
3. Disruptive conduct including clapping, whistling, heckling, gesturing, or loud conversations is prohibited.
4. Only individuals who have submitted a speaker form and have been formally recognized by the Mayor or Chair may address the Council or Board.
5. Public Comments may be offered on matters that are not pending zoning decisions (as defined in O.C.G.A. § 36-66-3) ~~subject to a Public Hearing~~, and only by parties who have completed and submitted a Public Comment Card. Each regularly scheduled meeting provides the opportunity for up to three parties to provide public comment during the public comment agenda item, with up to five minutes allotted per party. Any additional speakers or extended time may be permitted at the discretion of the Mayor and Council.
6. Public Hearing Comments may be offered only on matters designated for a Public Hearing and only by individuals who have signed up on the required form before the hearing begins. Proponents and opponents are each allotted fifteen minutes to present their information, which may be divided among multiple speakers as they choose. Speakers will be called in the order listed on the sign-up form. Any additional speakers or extended time may be permitted at the discretion of the Mayor and Council.
7. All comments must pertain to City matters, be directed to the Council or Board, and must avoid personal attacks, abusive language, and unnecessary repetition.
8. No person attending a Council or Board meeting may harass, annoy or otherwise disturb any other person.
9. Proponents or Opponents of City matters shall not contact Council Members, City Employees, Committee Members or Commission Members at their personal residences. Concerns should be expressed through official channels, including Public Hearings, Public Comments, or written correspondence submitted to the City Annex or via email to the appropriate recipient.
10. Any member of the public who engages in disruptive conduct in violation of the City of Woodstock Civility Code may be removed from the Council or Board meeting by an officer and may be subject to fines enforced by the City of Woodstock Police Department and the Woodstock Municipal Court.

**AGENDA ITEM NO. 7.12**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, Administration |
| **ITEM TYPE:** | Agreement/Memorandum of Understanding |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Contract with Baker Tilly - Comprehensive Water and Sewer Rate Analysis** |
| **SUGGESTED ACTION:** | Request for approval of a contract between Baker Tilly and the City of Woodstock to conduct a comprehensive water and sewer rate analysis. |

**ATTACHMENTS:**
Woodstock_GA_City_and_Baker_Tilly_Agreement revised 091026.pdf

Docusign Envelope ID: E01A42D3-DCDC-8759-8028-24005B84C980

# CONSULTING & MANAGED SERVICES MASTER SERVICES AGREEMENT

EFFECTIVE DATE: SEPTEMBER 1, 2026

This Consulting & Managed Services Master Services Agreement ("Consulting MSA") represents the terms and conditions relating to services to be provided to City of Woodstock, Georgia, with an address at 12453 Hwy 92, Woodstock, Georgia 30188, United States on behalf of itself and its subsidiaries and affiliated entities set forth in a Statement of Work (collectively "you," "your," and "Client") by Baker Tilly Advisory Group, LP ("Baker Tilly," "we," "us," and "our"). To the extent Client subsidiaries or affiliated entities utilize this Consulting MSA, such subsidiary or affiliated entity shall be designated in the Statement of Work and all references to "you," "your," and "Client" throughout this Consulting MSA shall be deemed references to such subsidiary or affiliated entity.

## 1. Agreement Scope

a. The terms and conditions of this Consulting MSA apply to all consulting services we provide to you and any other entities or individuals for whom services are performed at your request (the "Services"). The nature and scope of our Services may be set forth in a Statement of Work ("SOW") signed by Baker Tilly and you. However, all consulting Services we provide to you or at your request, whether or not set forth in a SOW, are subject to the terms of this Agreement unless expressly governed by the terms of a separate agreement executed between the parties.

b. This Consulting MSA, any attachments hereto, any SOW issued hereunder and, where applicable, any online terms and conditions or terms of use ("Online Terms") related to online products or services ("Online Offering") or third-party software ("Third-Party Software") made available to Client by Baker Tilly (collectively, the "Agreement"), constitute the entire understanding and agreement between Client and Baker Tilly with respect to the Services. For clarity and avoidance of doubt, this Consulting MSA and any applicable SOW govern Baker Tilly's provision of Services, and the Online Terms govern Client's use of the Online Offering or Third-Party Software.

c. This Agreement shall supersede and replace all prior or contemporaneous representations, understandings or agreements with regard to the Services, and may not be modified or amended except by an agreement in writing signed between the parties hereto. In the event of a conflict between this Consulting MSA and the terms of any SOW, this Consulting MSA shall govern.

d. You may enter into SOWs for consulting services with certain Baker Tilly affiliates under the terms of this Consulting MSA, provided the SOW expressly references this Consulting MSA as the governing agreement, and is executed by you and the applicable affiliate. For the purposes of such SOW, all references to Baker Tilly in this Consulting MSA will be deemed to refer to such affiliate. Baker Tilly shall have no liability for the acts or omissions of such affiliate, and the affiliate who is party to a SOW shall be solely liable for the Services under such SOW.

e. In addition to consulting services, Client acknowledges that Baker Tilly and its affiliates provide a variety of unrelated services, including without limitation, financial audit, wealth management, and tax services (collectively "Out of Scope Services"). Should Client wish to engage Baker Tilly or an affiliate in connection with any Out of Scope Services, the terms

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and conditions for such Out of Scope Services must be captured in a separate written engagement agreement.

**2. Deliverables**

a. Unless otherwise expressly agreed in an applicable SOW, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own completed deliverables developed under this Agreement ("Deliverables") and may use, copy and distribute Deliverables internally for Client's internal business purposes. Disclosure of Deliverables to any third-party is subject to Baker Tilly's prior written consent and execution of Baker Tilly's standard access letter. Baker Tilly will maintain all ownership right, title and interest to all of Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's Confidential Information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly.

b. The documentation for the engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly, and constitutes Confidential Information. We may retain the documentation for a period of time sufficient to satisfy our firmwide document retention policy and any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records, and we will return such records to you at the completion of the Services. When such records are returned to Client, it is Client's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. Client acknowledges and agrees that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy its engagement files, including its workpapers related to an engagement. If Baker Tilly is required by law, regulation or professional standards to make certain documentation available to regulators, Client hereby authorizes Baker Tilly to do so.

**3. Acceptance**

Client shall accept Deliverables which (i) substantially conform to the specifications in the SOW or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the SOW. Client will promptly give Baker Tilly written notification of any nonconformance of the Deliverables with such requirements ("Nonconformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the

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start of such acceptance testing as specified or otherwise determined under the SOW, then the Deliverable shall be deemed irrevocably accepted by Client.

**4. Standards of Performance**

Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

**5. Warranty**

a. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

b. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement.

c. Baker Tilly warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

d. Baker Tilly does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement.

e. This Section 5 is Baker Tilly's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

**6. Confidentiality**

a. With respect to this Agreement and any information supplied by the disclosing party (the "Disclosing Party") in connection with this Agreement that should reasonably be treated as confidential and/or proprietary ("Confidential Information"), the receiving party (the "Recipient") agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (a) publicly known, other than as a result of a breach of this Agreement by Recipient, (b) already known to the Recipient, (c) disclosed to Recipient by a third party who, to the best of Recipient's knowledge, owes no obligation of confidentiality to the Disclosing Party, or (d) independently developed by Recipient. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information (y) to its Subcontractors and subsidiaries, or (z) when required to comply with a legal requirement or order, or as required by regulations or professional standards governing the Services performed.

b. Baker Tilly may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that Baker Tilly receives a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, Baker Tilly will promptly notify Client, unless otherwise prohibited. In the event Baker Tilly is requested by Client, or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to services rendered to Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

**7. Limitation on Damages and Indemnification**

a. THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS CURRENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, COSTS, EXPENSES OR LOSSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND OPPORTUNITY COSTS) ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO

EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

b. As Baker Tilly is performing the Services solely for the benefit of Client, Client agrees, to the extent allowed by Georgia law, to indemnify and hold harmless Baker Tilly, its subsidiaries, and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third party claim relating to or arising as a result of this Agreement or the Services provided hereunder, including but not limited to, Client's use of the Deliverables, or such third party's use or possession of or reliance upon Baker Tilly's advice, recommendations, information or work product. This indemnification obligation shall not apply to third party claims to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly.

c. Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

d. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

e. The terms of this Section 7 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Agreement.

f. Client accepts and acknowledges that any legal proceedings arising from or in connection with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

**8. Personnel**

During the term of this Agreement, and for a period of twelve (12) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party during this period will be a fee equal to the hired person's annual salary at the time of the violation, so as to reimburse the party for the costs of hiring and training a replacement.

**9. Data Privacy and Security**

a. To the extent the Services require Baker Tilly to receive personal data or personal information, excluding protected health information, from Client, Baker Tilly may process,

and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) not process personal data or personal information for commercial purposes other than related to the Client's engagement; (d) notify Client if it becomes aware it can no longer comply with applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing; and (e) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and subsidiaries, including Baker Tilly One India LLP, may process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between these entities. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

b. Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related

incidents or breaches related to this Agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

**10. Term & Termination**

a. Unless earlier terminated as provided below, or unless otherwise agreed upon in writing by the parties, this Consulting MSA shall be effective as of the Effective Date and shall automatically terminate on the third (3rd) anniversary thereof (the "Expiration Date"). Any renewals or extensions of this Consulting MSA must be agreed to by the parties in writing.

b. To the extent any SOWs are in effect on the Expiration Date, the terms of this Consulting MSA shall remain in effect solely with regard to such SOW(s) until completion of the applicable Services. Any other termination of this Consulting MSA prior to the Expiration Date shall terminate all SOWs remaining in effect at the time of termination. Notwithstanding the foregoing, the termination of any particular SOW shall not affect the validity of this Consulting MSA or any other SOWs.

c. This Agreement may be terminated at any time by either party upon written notice to the other.

d. This Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

e. Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination. In the event that collection procedures are required, Client agrees to be responsible for all expenses of collection including related attorneys' fees.

f. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations; any accrued rights to payment; and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement.

**11. Alternative Dispute Resolution**

a. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies of every kind and nature arising out of or in connection with this Agreement and/or the Services, or any services subsequently provided to Client by Baker Tilly, or as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement and/or the continuation or termination of any services ("Dispute(s)") shall be resolved as set forth in this section using the following procedure. In the unlikely event that a Dispute is not resolved by mutual agreement, the parties to the Dispute agree to attempt in good faith to settle the Dispute in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party

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shall bear its own expenses from mediation, and the fees and expenses of the mediator shall be shared equally by the parties.

b. If mediation does not settle the Dispute, then the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services subject to the Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrators upon a showing of substantial need. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrators shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrators have power to make an award that would be inconsistent with the Agreement or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrators may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction and subject to the choice of law provision set forth below, including the contractual limitations set forth in this Agreement, and shall have no power to decide the Dispute in any manner not consistent with such limitations period.

c. Client and Baker Tilly agree that if a party breaches any of its obligations hereunder, and if such breach will cause irreparable harm, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation or arbitration procedures set forth in this section in order to seek injunctive or declaratory relief.

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### 12. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God; fire, casualty, flood, war, strike, lockout, failure of public utilities, or injunction; any act, exercise, assertion or requirement of any governmental authority; any epidemic, destruction of production facilities or insurrection; any inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs; or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

### 13. Taxes

Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any sales taxes, VAT or other tax withholdings imposed on this transaction, the fees, or on Client's use of the Services or possession of any deliverable (individually or collectively, the "Taxes"). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. If any applicable law requires Client to deduct or withhold taxes from any payment due to Baker Tilly, Client shall gross up such payment so that, after such deduction or withholding, Baker Tilly receives the full amount originally invoiced. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 13.

### 14. Notices

Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to the applicable party (sending it to the attention of the signatory hereto) at the address specified in this Agreement or such other address as either party may from time to time designate to the other using this procedure.

### 15. Miscellaneous

a. Any terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded no legal effect and are specifically hereby objected to by Baker Tilly. This Agreement cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

b. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by

mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission or the AICPA with respect to Client, such that any provision of this Agreement would impair the independence of Baker Tilly or its related entities under the rules, such provision(s) shall be of no effect.

c. Neither this Agreement, nor any claims, rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

d. The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.

e. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. The failure of either party at any time to enforce any of the provisions of this Agreement will in no way be construed as a waiver of such provisions and will not affect the right of either party thereafter to enforce each and every provision thereof in accordance with its terms.

f. Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.

g. Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

h. The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

i. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International Limited ("Baker Tilly International"). Baker Tilly International is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of

Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International have any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

j. If you request or require that we submit invoices through your vendor management or payment portal system ("VMS"), we will not be responsible for any management, administration or fees of any kind (including as a deduction or set-off to fees due to us) associated with our use of such VMS, and we shall not be subject to any additional terms and conditions of such VMS, notwithstanding a requirement that we click-through or agree to such terms in order to submit invoices. Any such terms will be void. Further, handwritten edits to this Agreement are expressly rejected and are void.

**16. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws. Any non-arbitrable action arising under this Agreement shall be brought exclusively in the State of Illinois, and both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

**ACCEPTED AND AGREED:**

The undersigned hereby executes this Consulting and Managed Services Master Services Agreement on behalf of the party indicated, with full authority to do so.

| **Baker Tilly Advisory Group, LP** | **City of Woodstock, Georgia** |
|---|---|
| **By:** Signed by: Andre Riley 424AA5019EA649C... | **By:** |
| **Name:** Andre Riley | **Name:** Michael Caldwell |
| **Title:** Principal | **Title:** |
| **Date:** September 10, 2026 | **Date:** |

Docusign Envelope ID: E01A42D3-DCDC-8759-8028-24005B84C980

# STATEMENT OF WORK

## WATER AND SEWER - 2026 ATB | CITY OF WOODSTOCK, GEORGIA

SEPTEMBER 1, 2026

This Statement of Work ("Statement of Work" or "SOW") is issued pursuant to the Master Services Agreement (the "Master Services Agreement" or "Consulting MSA") dated September 1, 2026, between City of Woodstock, Georgia ("Client," "you," and "your") and Baker Tilly Advisory Group, LP ("Baker Tilly," "we," "us," and "our"), and incorporates all terms and conditions thereof as if fully set forth herein. This Statement of Work is effective as of the date set forth above and confirms our acceptance and understanding of the nature and scope of our engagement, the limitations of the Services, and the responsibilities of Baker Tilly and Client in connection therewith. This SOW and the Consulting MSA are made part of the Agreement, as set forth in the Consulting MSA. Any capitalized terms not defined herein shall have the meaning set forth in the Consulting MSA.

### Summary of Services

Our services to you under this engagement (the "Services") will include the following:

Baker Tilly agrees to furnish and perform a water and sewer rate study for the Client. The scope of services is described in the City of Woodstock, Georgia Proposal for Water and Sewer Utility Rate Analysis dated August 12, 2026. Specifically, the scope of services associated with the water and sewer across-the-board increases.

### Your Assistance

It is your responsibility to provide all the information required for the performance of the services outlined in the *Summary of Services* above. You agree to bring to our attention any matters that may reasonably be expected to require further consideration. You also agree to bring to our attention any changes in the information as originally provided to us as soon as such information becomes available.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and is supported by records as required by law. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you to clarify some of the information. **To the extent the information that you provide is incorrect, incomplete or has other errors, we are not responsible for how those errors impact the correctness of our work product.**

Baker Tilly's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Baker Tilly will not perform any management functions or make management decisions for Client in connection with this engagement.

In addition, you agree to perform the following in connection with these non-attest Services:

- Make all management decisions and perform all management functions and assume all management responsibilities.

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- Oversee the Services by designating one or more individuals, preferably within senior management, who possess the skill, knowledge and/or experience to oversee the Services performed. Such an individual is not required to possess the expertise to perform or reperform the Services.
- Evaluate the adequacy and results of the Services performed.
- Accept responsibility for the results of the Services.

It is our understanding that the Client has or will designate an appropriate person to oversee our Services and that, in the opinion of the Client, such person is qualified to oversee the Services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

**Additional Services**

During the term of this Agreement we may suggest, or you may request, that we provide services outside the scope of services described in the Summary of Services section above. If these additional services are either closely related to the engagement **and** expected to cost less than $10,000, or are minor and require minimal time (such as answering a quick question), they may be provided under the authority of this Agreement. **All such additional services must be mutually agreed upon and documented in writing or electronic communication.**

**Fees**

Our fees are based upon the hourly rates of individuals assigned to provide the services at issue. Fees will be billed monthly as incurred on a time and materials basis and will not exceed $45,000 without further authorization from the Client. Our hourly rates are as follows:

| Title | Hourly Rate |
|---|---|
| Principal & Managing Director | $630 |
| Director | $545 |
| Senior Manager | $425 |
| Manager | $350 |
| Senior Consultant | $280 |
| Consultant | $225 |

**Additional Fees**

The amount of our fee for services is based on the assumption that we will receive the complete information and assistance as detailed in this Agreement on a timely basis. In the event we believe an additional fee is required as the result of an unforeseen difficulty in completing the engagement, a change in the underlying facts or law or your failure to provide complete information and timely assistance, we will inform you promptly and agree on a revised fee with you at that time.

In addition to our professional fees, our invoices will include a 5% fee for software, technology and data security. Any travel, subsistence and other out-of-pocket expenses related to the engagement

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will be billed separately. Interim billings will be submitted on a monthly basis as work progresses and expenses are incurred. Our invoices are due and payable upon receipt.

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**ACCEPTED AND AGREED:**

The undersigned hereby executes this SOW on behalf of the party indicated with full authority to do so.

| **Baker Tilly Advisory Group, LP** | **City of Woodstock, Georgia** |
|---|---|
| By: Signed by: Andre Riley 424AA5019EA649C... | By: |
| Name: Andre Riley | Name: Ronald Shelby |
| Title: Principal | Title: |
| Date: September 10, 2026 | Date: |

## Certificate Of Completion

Envelope Id: E01A42D3-DCDC-8759-8028-24005B84C980
Status: Delivered
Subject: Woodstock, GA, City and Baker Tilly Agreement for Signature
Source Envelope:
Document Pages: 16
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Baker Tilly Contracts
AutoNav: Enabled
BakerTillyContracts@bakertilly.com
EnvelopeId Stamping: Enabled
IP Address: 35.185.192.36
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original
9/9/2026 8:32:12 AM
Holder: Baker Tilly Contracts
BakerTillyContracts@bakertilly.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Andre Riley<br>andre.riley@bakertilly.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br><br>424AA5019EA649C...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 216.194.98.224 | Sent: 9/9/2026 8:32:14 AM<br>Viewed: 9/9/2026 10:30:36 AM<br>Signed: 9/10/2026 6:01:31 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 9/9/2026 10:30:36 AM<br>ID: 0be6b1e2-4823-4761-b473-2d126f4aa532 | | |
| Ronald Shelby<br>rshelby@woodstockga.gov<br>CFO<br>Security Level: Email, Account Authentication (None) | | Sent: 9/10/2026 6:01:33 AM<br>Viewed: 9/10/2026 6:20:47 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 9/10/2026 6:20:47 AM<br>ID: db3dce03-9288-44d2-a3ca-00e871f1ca81 | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 9/9/2026 8:32:14 AM |
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| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Baker Tilly Advisory Group, LP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Baker Tilly Advisory Group, LP:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jaclyn.smith@bakertilly.com

**To advise Baker Tilly Advisory Group, LP of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jaclyn.smith@bakertilly.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Baker Tilly Advisory Group, LP**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jaclyn.smith@bakertilly.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Baker Tilly Advisory Group, LP**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jaclyn.smith@bakertilly.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Baker Tilly Advisory Group, LP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Baker Tilly Advisory Group, LP during the course of your relationship with Baker Tilly Advisory Group, LP.

**AGENDA ITEM NO. 8.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, City Clerk |
| **ITEM TYPE:** | Fees, Adoption, Amendment or Recission |
| **AGENDA SECTION:** | PUBLIC HEARING |
| **SUBJECT:** | **Consideration of Approval to Adopt Resolution No. 2026-017 Amending the Fee Schedule - Chapter 7.0 Water, Sewer, and Stormwater - Sections 7.1.1, 7.1.3, and 7.1.4** |
| **SUGGESTED ACTION:** | Request for approval to adopt Resolution No. 2026-017 to formally amend the Fee Schedule - Chapter 7 Water, Sewer, and Stormwater, Section 7.0 Water, Sewer Rates and Charges and Stormwater Fees, Sections 7.1.1 Commodity Charges, 7.1.3 Connection and System Development Charges (Water), and 7.1.4 Connection and System Development Charges (Wastewater). The changes were approved as part of the FY 27 Budget at the June 8, 2026 Council Meeting. |

**ATTACHMENTS:**

Redline Doc Fee Sched Amend Ch 7 Water & Sewer Rates 9.14.26.pdf

RES 2026-017 Fee Sched Ch 7 Water Sewer Rates 09.14.26.pdf

# CHAPTER 7 WATER, SEWER AND STORMWATER

SECTION 7.0 WATER, SEWER RATES AND CHARGES AND STORMWATER FEES

## SECTION 7.0 WATER, SEWER RATES AND CHARGES AND STORMWATER FEES

7.1.1 Commodity Charges
7.1.2 Other Charges And Deposits
7.1.3 Connection And System Development Charges (Water)
7.1.4 Connection And System Development Charges (Wastewater)
7.1.5 Stormwater Management Fees
7.1.6 Site Inspection Fees

### 7.1.1 Commodity Charges

Water: Charge Per 1,000 Gallon Unit

~~$ 13.50~~ $14.04 Minimum Charge per Customer for any gals. up to and including 1,000 gals.
~~$ 6.65~~ $6.92 From above 1,000 gals. up to and including 10,000 gals. (Tier 2)
~~$ 7.01~~ $7.29 above 10,000 gals. (Tier 3)

Sewer: Charge Per 1,000 Gallon Unit

$ Base Customer Charge regardless of amount used is ~~$8.87~~ $9.22 per billing statement
(Tier 1)$~~ 9.55~~ $9.93 From above 0 gals. up to and including 10,000 gals. (Tier 2)
~~$ 11.14~~ $11.59 above 10,000 gals. (Tier 3)

Sample Calculations

Customer has metered bill of 5,500 gallons of water.
Water (4,500/1,000*~~$6.65~~ $6.92)+~~$13.50~~ $14.04 ~~$ 43.43~~ $45.17 Sewer (5,500/1 ,000*~~$9.55~~ $9.93)+~~$8.87~~ $9.22 ~~$ 61.40~~ $63.86
Customer has metered bill of 15,000 gallons of water.

Water (15,000-10,000)/1 ,000*~~$7.01~~ $7.29 +(9,000/1 ,000)*~~$6.65~~ $6.92)+~~$ 13.50~~ $14.04 ~~$108.40~~ 112.74
Sewer (15,000-10,000)/1 ,000*~~$11.14~~ $11.59)+(10,000/1 ,000)*~~$9.55~~ $9.93)+~~$8.87~~ $9.22 ~~$160.07~~ $166.47

Irrigation:

~~$12.99~~ $13.51 Minimum Charge per Customer for any gals. up to and including 1,000 gallons (Tier 1)~~$6.96~~ $7.24 Per 1,000 gallon unit, from above 1,000 gals. up to and including 10,000 gallons (Tier 2)~~$7.33~~ $7.62 Per 1,000 gallon unit, above 10,000 gals. (Tier 3)

Master Metered Multi-family Rate Structure – Three tiered rate structure to also apply the per-unit calculation on the middle tier – tier 2, as well as tier 1 and tier 3.

Beverage Bottler/Canner Rate Structure – Beverage Bottler/Canner companies may have their bottling/canning production volume (in gallons) deducted from the metered water gallons used for the calculation of sewer portion of the commodity charges.

HISTORY
*Adopted by Res. 8352-2023 on 1/9/2023*

### 7.1.2 Other Charges And Deposits

| | |
|---|---|
| Deposit Residential Accounts | |
| Owner Occupied | $100.00 |
| Rental Unit | $125.00 |
| Deposit Commercial Accounts | |
| Up to 2” meters | $250.00 |
| 2” meters and above (including Apt Complexes) | $500.00 |
| Hotels/Senior Living/Nursing Facilities | $100.00 per room |
| Apartment/Condo Complexes | $100.00 per unit |
| Hydrant Meters | $1,250.00 |
| Additional Deposit (As Listed Above) May Be Required if Service is Disconnected for Non-Payment or Returned Check Twice in a 6-Month Period – 6-Month Cash Only Status. | |
| Service Charges: (For Delinquent Accounts Placed on Disconnect List and Reconnects for Returned Checks or Failure to Meet Terms of Payment Arrangement) | $50.00 |
| Small Meters (4 2” and smaller) | $50.00 |
| Large Meters (6” and larger) | $100.00 |
| Service Charges (If Meter is Locked By City Personnel and Lock is Broken or Removed by Customer) | $75.00 |
| Small Meters (4 2” and smaller) | $250.00 |
| Large Meters (6” and larger) | $750.00 |
| Service Charges: (For Reinstallation of a Pulled Meter) | |
| Current Cost of a New Meter, plus applicable service charges and payment of delinquent bill in full. (Cash or money order only.) | |
| Special Charges: | |
| Return Check Fee | $30.00 |
| Stop Payment Fee | $30.00 |
| Late Fee | 10% of Balance Due |
| (SEE CHAPTER 1 Administration and Finance for eCheck and Credit/Debit Card Fees) | |

| | |
|---|---|
| Bad Debt Collection: Once an account is turned over to a collection agency, whatever the agreed upon percentage is that is retained by the agency as collection fees will be added to the bill as an additional charge to the customer's account in order to recoup the expense. | |
| Service Charges: (For meter monitoring and maintenance) | $1.00 per month |
| Current cost of new meter, new electronic transmitter, or both, plus applicable service charges, and/or $500 for unauthorized use of unmetered water if applicable. | |

## 7.1.3 Connection And System Development Charges (Water)

1. Water Development Fees: Fees are determined by the size of the water meter required for the project as follows:

| Meter Size (Inches) | Water Development Fee |
|---|---|
| 3/4" | ~~$922~~* $959 |
| 1" | ~~$1,317~~* $1370 |
| 2" | ~~$2,170~~* $2257 |
| 6" | ~~$11,867~~** $12,342 |
| 8" | ~~$15,804~~** $16,436 |
| 10" | ~~$22,385~~** $23,280 |
| | |
| | |

Note:
*Applicant is required to install the meter box, while the City will install the meter and backflow device.
**Applicant is required to install a City approved meter box, meter and backflow device.
***Residential customer with domestic account in good standing applying for additional irrigation-only account is not considered as New Development and is exempted from this fee.

2. Double Detector Check Valves: (Fire Protection Only) Applicant is required to install a City approved double detector check valve.

| | | | |
|---|---|---|---|
| 6" | ~~$5,624~~ $5,849 | 10" | ~~$10,123~~ $10,528 |
| 8" | ~~$7,874~~ $8,189 | | |

## 7.1.4 Connection And System Development Charges (Wastewater)

1. Wastewater Development Fees: Wastewater fees are based on Equal Residential Units (ERU). A typical residential house: 1 ERU = 400 gallons per day.

   1 & 2 Bedroom = 300 G.P.D; 3 Bedroom = 400 G.P.D. (Apartments Only)

300 x number of 1 & 2 Bedroom Apartments
400 x number of 3 Bedroom Apartments

Total G.P.D. divided by 400 G.P.D. = E.R.U.'s
Total E.R.U.'s x ~~$5,062~~ $5,264 per E.R.U.

| | |
|---|---|
| Residential (Single Family) | ~~$5,062~~ $5,264 per ERU [includes single family detached, fee simple town homes, apartments and condominiums] |
| Commercial and Industrial | All commercial and industrial wastewater fees are calculated by Woodstock Engineering Planning and Development to determine ERU's. Calculations for ~~$5,624~~ $5,849 per ERU. 1 ERU = 400 G.P.D. |
| Retail | Per 1,000 Square Feet: 100 G.P.D.<br><br>Example: 10,000 S.F. Shopping Center<br>10 x 100 = 1,000 G.P.D.<br>1,000/400=2.5 ERU's<br>2.5 x ~~$5,624~~ $5,849 = ~~$14,060~~ $14,622 |
| Office | Per 1,000 Square Feet: 100 G.P.D.<br><br>Example 1: 10,000 S.F. Office<br>10 x 100 = 1,000 G.P.D.<br>1,000/400 = 2.5 ERU's<br>2.5 x ~~$5,624~~ $5,849 = ~~$14,060~~ $14,622 |
| Warehouse | Per 1,000 Square Feet: 50 G.P.D.<br>Or 25 G.P.D. per employee, whichever is greater<br><br>Example: 20,000 S.F. Warehouse employing 10 persons<br>50 x 20 = 1,000 G.P.D.<br>1,000/400 = 2.5 ERU's<br>2.5 x ~~$5,624~~ $5,849 = ~~$14,060~~ $14,622 |
| Hotel/Motel | Per Room: 75 G.P.D. (100 G.P.D. / Room with Restaurant)<br><br>Example: 100 Rooms (no restaurant)<br>75 x 100 = 7,500 G.P.D.<br>7,500/400 = 18.75 ERU's<br>18.75 x ~~$5,624~~ $5,849 = ~~$105,450~~ $109,668 |

| | |
|---|---|
| Full Service Food | 25 G.P.D. per Dining Seat including<br><br>Food Counter Seats<br><br>*This category includes specialty restaurants, even those with limited menus, if they have been designed for high volume activity*<br><br>Example: 100 Dining Seats<br>(100x25) = 2500 G.P.D.<br>2500/400 = 6.25 ERU's<br>6.25 x ~~$5,624~~ $5,849 = ~~$35,150~~ $36,556 |
| Fast Food & Fast Specialties | 20 G.P.D. per Dining Seat including<br><br>Food Counter Seats<br><br>*This category includes coffee bars, donut shops, and similar specialties, if designed for high volume activity that may include drive-thru window and/or stand-alone facility*<br><br>Example: 100 Dining Seats<br>(100x20) = 2000 G.P.D.<br>2000/400 = 5.0 ERU's<br>5.0 x ~~$5,624~~ $5,849 = ~~$28,120~~ $29,245 |
| Other Food/Beverage | Per 1,000 Square Feet: 100 G.P.D.<br><br>*This category includes coffee bars and pastry shops and similar establishments, with the exception of establishments that include stand-alone facilities and drive-thru windows designed for high volume (to be categorized as Fast Food)*<br>Example 1: 10,000 S.F. Office<br>10 x 100 = 1,000 G.P.D.<br>1,000/400 = 2.5 ERU's<br>2.5 x ~~$5,624~~ $5,849 = ~~$14,060~~ $14,622 |

| | |
|---|---|
| Mixed-Use Food/Beverage | Per 1,000 Square Feet: 100 G.P.D. (To be calculated based upon square footage utilized by Food/Beverage component, over and in addition to base charges applied for the non-Food/Beverage calculation.)<br>This category includes retail and other traditional commercial areas that add Food/Beverage capability within the business as a mixed-use offering where Food/Beverage component represents less than 50% of the floor space and the food service includes only pre-cooked offerings. (Any mixed-use Food/Beverage utilizing more than 50% of the space or offering on-site cooking, must be treated as a restaurant in another category.<br>Example 1: $10,000 S.F. Office<br>10 x 100 = 1000 G.P.D.<br>1000/400 = 2.5 ERU's<br>2.5 x ~~$5,624~~ $5,849 = ~~$14,060~~ $14,622 |
| **Assembly Occupancies (Other than restaurants, theaters, and churches)** | Assembly: Per 1000 square feet 100 G.P.D.<br><br>Example: 10,000 SF Clubhouse<br>10 x 100 = 1000 G.P.D.<br>1000 divided by 400 = 2.5 E.R.U.'s<br>2.5 x ~~$5,624~~ $5,849 = ~~$14,060~~ $14,622 |
| Assisted Living Facilities | Based on number of beds for commercial at 145 G.P.D. per unit |
| Laundries | 75 G.P.D. / Washing Machine |
| Church | 5 G.P.D. / Seat |
| Hospital | 200 G.P.D. / Bed |
| Schools | 12 G.P.D. / Student (Add 8 G.P.D. / Student for cafeteria, and 8 G.P.D. for Gym) |
| Theater | 5 G.P.D. / Seat |
| Industrial-Light | Use Warehouse Calculation |
| Industrial-Heavy | Base Flow on data to be supplied |
| Single Family Residence | 400 G.P.D. |
| Car Wash | 6000 G.P.D. / Automated Tunnel Bay and/or 500 G.P.D. / Manual Bay |
| Any Other Facility | 25 G.P.D. / Person |

2. If a structure is demolished and replaced with a new structure, the customer is responsible for paying the Connection and System Development charges based upon the increased ERU calculation (if any.)
3. A restaurant locating in a building that has not previously paid the Connection and System Development charges for a restaurant shall be responsible for paying the Connection and System Development charges based upon the increased ERU calculation (if any.)

4. Alternate New Employer Economic Development Water/Sewer Tap Incentive Program - The Mayor and Council may authorize to waive water and sewer tap connection fees for economic development purposes for large employers which connect to the water and sewer system after April 1, 2021. For purposes of this section, large employers mean employers making new connections to the water and sewer system which reasonably expect, within one year of commencement of operation to employ 50 or more full-time, year-round employees with medical and retirement benefits. Restaurants are not eligible for this economic development incentive. As a condition of such connection fee waivers, such large employers must enter into a water and sewer service agreement which will specify the conditions of the waiver, to include retroactively charging for the previously waived tap fees for failure to meet the number of new jobs created. [Cross Reference: CPM#800-0001]

## 7.1.5 Stormwater Management Fees

$4.37 per ERU. One ERU = 2700 square feet (footprint). This is for residential and non-residential. No exemptions.
The Stormwater Utility Fee is billed annually on the property tax bills. Fees are $52.44/yr for residential and $52.44/yr per ERU for non-residential. One ERU = 2700 sq. ft of impervious surface. Owned suite units in mixed-use facilities will have fee of $52.44/yr for residential units and the higher of $52.44/yr or $52.44 per ERU for commercial units. Tax-exempt customers are not exempt from paying the Stormwater Utility Fee.

HISTORY
*Adopted by Res. 7971-2022 on 7/11/2022*
*Adopted by Res. 8352-2023 on 1/9/2023*

## 7.1.6 Site Inspection Fees

**Section 7.1.6 Site Inspection Fees**

Re-inspection fees for any type of site inspection. The following re-inspection fees shall be assessed for any inspection requested,
scheduled and not ready or approved unless cancelled by the requester before the inspector arrives onsite:

**Initial Inspection $ 0.00**;
the initial inspection is provided under the permit fee when the permit is initially obtained.

**1st Re-inspection $ 50.00**;
if the inspection fails for the initial called in inspection the following fees shall apply.

**2nd Re-inspection $ 100.00**;
if the corrections are not made and the re-inspection fails for any of the same remarks the following fees shall apply.

**3rd Re-inspection $ 250.00**;
if the corrections are not made and the re-inspection fails for the same remarks the following fees shall apply.

**A stop work order or the actions necessary to receive proceeds from bonds or deposits may be applied to the job following the 3rd re-inspection fee.**

CITY OF WOODSTOCK
STATE OF GEORGIA

# RESOLUTION NO. 2026-017

**A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA TO FORMALLY ADOPT FEE SCHEDULE REVISIONS CHAPTER 7 WATER, SEWER, AND STORMWATER, SECTION 7.0 WATER, SEWER RATES AND CHARGES, SECTIONS 7.1.1, 7.1.3, 7.1.4**

**WHEREAS**, the Mayor and Council of the City of Woodstock, Georgia establishes the City's Finance Matters, and;

**WHEREAS**, the Mayor and Council of the City of Woodstock, Georgia shall consider amendments to the Fee Schedule prior to implementation, action, or enforcement by city staff; and;

**NOW, THEREFORE, BE IT RESOLVED** the Mayor and Council of the City of Woodstock, Georgia do hereby formally adopt Fee Schedule revisions to:

Chapter 7 Water, Sewer, and Stormwater, Section 7.0 Water, Sewer Rates and Charges, 7.1.1 Commodity Charges

Chapter 7 Water, Sewer, and Stormwater, Section 7.0 Water, Sewer Rates and Charges, 7.1.3 Connection and System Development Charges (Water)

Chapter 7 Water, Sewer, and Stormwater, Section 7.0 Water, Sewer Rates and Charges, 7.1.4 Connection and System Development Charges (Wastewater)

**Adopted this 14th day of September 2026**

_____
**Michael Caldwell, Mayor**

**Attest:** _____
**Robyn Adams, City Clerk**

**AGENDA ITEM NO. 9.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Coty Thigpen, Administration |
| **ITEM TYPE:** | Request Council Direction |
| **AGENDA SECTION:** | NEW BUSINESS |
| **SUBJECT:** | **Discussion of Bridge Aesthetic Addition to Ridgewalk DDI Project** |
| **SUGGESTED ACTION:** | Discussion to obtain Council feedback on the proposed addition of a bridge aesthetic to the Ridgewalk Diverging Diamond Interchange project. |

**ATTACHMENTS:**

**AGENDA ITEM NO. 10.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Melissa Sigmund, Community Development |
| **ITEM TYPE:** | Ordinance 1st or 2nd Reading |
| **AGENDA SECTION:** | OLD BUSINESS |
| **SUBJECT:** | **Consideration of Z#167-26 & CUP#94-26, Reagan & Ridgewalk - The Pitch (Vote)** |
| **SUGGESTED ACTION:** | Request for approval of a Zone Map Amendment, Conditional Use Permit (CUP), and Variances to allow for the construction of a ± 12.81 acre mixed-use development located at the southeast corner of Reagan Street and Ridgewalk Parkway (Z#166-25, CUP#094-26) that would include up to approximately 26,000 sf of commercial uses, a soccer stadium for semi-professional/professional soccer teams, and a maximum of 236 multi-family rental units. The application seeks to rezone the property from NC to GC-VMU and requests a Conditional Use Permit to allow multi-family 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. This item was originally heard at the April 27, 2026 City Council meeting and tabled to allow the applicant to provide additional information to the City Council for use in their determination. The item was tabled again at the August 10, 2026 meeting to allow all Council members to be in attendance for the discussion and action. All attachments from the August 10, 2026 item have been included. |

**ATTACHMENTS:**

Z#167-26 CC Memo 8.10.26.pdf
Exhibit A The_Pitch_Rezoning_Letter.pdf
Exhibit B 185 Unit Site Plan - Parcels.pdf
Exhibit C FBCW Letter.pdf
Exhibit D FINAL_SAS-2018-00031 AJD_applicant packet.pdf
Exhibit E Partial Physical Cemetery Boundary Delineation of Enon Cemetery,.pdf
Exhibit F Draft Parking MOU Woodstock.pdf
Exhibit G The_Pitch_Development_Agreement_Framework - June 10.pdf
Exhibit H Woodstock_Knoll_Sewer_Summary.pdf
Additional Public Comments received.pdf
Ordinance The Pitch Legal review copy w exhibits.pdf

**DATE:** August 10, 2026

**TO:** Woodstock City Council

**FROM:** Melissa Sigmund, AICP, MPA, Community Development Director

**SUBJECT:** Project Z#167-26, CUP#094-26 Ridgewalk & Reagan – The Pitch

---

## EXECUTIVE SUMMARY

Joe Knight, on behalf of Freestone Realty, has submitted an application to rezone a 12.81 acre parcel located at the southeast corner of Reagan Street and Ridgewalk Parkway from NC (Neighborhood Commercial) to GC-VMU (General Commercial-Mixed Use) for the purposes of developing a mixed use project with approximately 26,000 sf of commercial uses, a soccer stadium that would be home to a professional soccer team, and a maximum of 236 multi-family rental units. The property is also located in the Ridgewalk Overlay District. In addition to the rezoning, the applicant has requested a Conditional Use Permit to allow the multi-family rental units and allow the residential units to be located on the ground floor of buildings within the development, along with Variances to the development standards of the LDO for parking amounts and locations.

## PREVIOUS ACTION BY THE CITY COUNCIL

The case came before City Council on April 27, 2026. At that time City Council voted to table the request to allow the developer more time to address Council's concerns, including the city's homeownership ratio and traffic impacts from the project. Councilmembers indicated that they would like to have more information regarding traffic and pedestrian safety for the project, as well as ADA accessibility.

## APPLICANT RESPONSE

The applicant has continued work on the items requested by Council and has provided several updated documents included as attachments. This includes:

- Exhibit A: a letter from the applicant outlining the work that has been done and changes that have been made to the proposal
- Exhibit B: a revised site plan that illustrates a layout that reduces the number of multi-family apartments from 236 to 185, a 51-unit reduction, as well as a buffer area to be donated to First Baptist Church Woodstock
- Exhibit C: A letter from Woodstock First Baptist Church expressing gratitude to the developer for proposing donation of a portion of the project site directly adjacent to the neighboring Enon Cemetery

- Exhibit D: A letter from the US Army Corps of Engineers for an approved jurisdictional determination stating which features on the site are considered waters of the United States and subject to Section 404 of the Clean Water Act, commonly known as features subject to “404 Permits” should they be modified.
- Exhibit E: Letter regarding cemetery delineation
- Exhibit F: Draft Parking MOU with Woodstock City Church
- Exhibit G: Three-party Development Agreement Framework with DDA and Georgia Impact
- Exhibit H: Woodstock Knoll Sewer Summary

## PLANNING COMMISSION RECOMMENDATION

On April 2, 2026, the Planning Commission considered the project. The link to the Planning Commission agenda and video can be found online at: https://www.woodstockga.gov/your_government/meetings_agendas_and_minutes.php

Planning staff provided an overview of the applicant’s requests and the Development Process Committee recommendation. The applicant team provided a brief presentation to the Commission regarding the proposed development and soccer team activities. Members of the public commented regarding traffic in the area currently and concerns regarding traffic increases. The applicant’s traffic engineer also provided information to the Commission regarding their analysis of the proposed project a well as other traffic improvements planned for the vicinity. Commission discussion included benefits and trade-offs of increasing the ratio of approved multi-family to single-family housing in the city and other members expressing interest in the quality and mixed use character of the proposed development.

Following discussion, the Planning Commission voted (4-2) to recommend City Council approval of the Rezoning, CUP, and Variances with staff’s recommended conditions of approval and additional changes noted in red:

1) The Development Agreement between the DDA, Developer, and the Georgia Impact soccer club shall be executed within (1) year of approval of this rezoning. If the Development Agreement is not executed within the (1) timeframe, all entitlements included in this package (Rezoning, CUP, Variances) shall be immediately null and void and the zoning of the property shall revert to Neighborhood Commercial without any required notification or Council approval process.
2) Eastbound left turn lane on Ridgewalk Parkway shall be installed by the developer with other site infrastructure.
3) Final agreement for water and sewer service delivery shall be executed prior to Site Plan application package.
4) Development shall develop and remain in substantial compliance with the conceptual site plans and renderings attached hereto as Exhibit A and hereinafter

referred to as the “Concept Plans.” Where the zoning code conflicts with the substantial compliance requirement, the zoning code will be enforced except where explicit variance or administrative relief has been granted in writing by Mayor and City Council or the DPC. The aforementioned notwithstanding, all site plans submitted to the City for review shall comply with all adopted building and fire safety requirements. Exterior elevations for all buildings shall be provided with the Site Plan application package for consistency review with the approved Concept Plans.

a. If amendments or modifications are requested by the Developer, the Community Development Director shall determine at their sole discretion: (1) whether the requested amendment or modification is minor; and (2) whether the requested amendment or modification is consistent with the approved project. If the Director finds that it is both minor and consistent, the amendment shall be determined to be an “Administrative Amendment,” subject to review and approval by the DPC.
   No administrative amendment will be effective until after thirty (30) days’ notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests amendment within the 30-day notice period, then the administrative amendment will not be effective unless there is a final determination approving it. In the event Council requests consideration of an administrative amendment, staff will agendize the matter for Council discussion.
b. Any written request by the Developer for an amendment that is determined by the Community Development Director to be either: (1) not minor, or (2) inconsistent with the approved project, shall be determined not to be an Administrative Amendment and shall be subject to review by the City Council.
c. If applicant disagrees with decision by Community Development Director, applicant may appeal said decision to City Council in accordance with LDO Section 10.162.
d. Changes in the use of specific exterior building colors may be considered minor changes if deemed consistent with the approved design style from the Concept Plans.

5) All required on and off-site infrastructure for the project shall be completed in a single phase. The Site Plan application package shall include all infrastructure improvements for the entirety of the project, including but not limited to, all parking, grading, drainage, landscaping, and utilities. All infrastructure improvements shall be completed before the first Certificate of Occupancy can be issued for any buildings on the site.

6) Restroom facilities to serve the initial soccer stadium capacity must be provided and designed as public restrooms outside of any suites for retail, restaurant, or other commercial uses in accordance with applicable code.
7) A comprehensive sign program shall be submitted to the Community Development Department at the time of first Site Plan submittal. The plan shall indicate signage type and location proposed, identify materials used in the composition of signs, indicate engineering specifications for fixture to buildings/walls, and the size (in square feet) of any signage proposed. The sign program shall be subject to sign waiver review and shall be appealable to City Council.
8) The total square footage of the proposed commercial (retail, office, and restaurant) buildings shall be consistent with the Concept Plan.
9) Hours of operation for events on the outdoor field including lighting and noise shall be addressed in the private lease agreement between the DDA and tenant.
10) Outdoor amplified sound shall be limited to between the hours of 7:00am to 11:00pm.
11) No fencing shall be required along Ridgewalk Parkway. However, a decorative streetscape design shall be provided, consisting of some combination of shrub hedgerows, columns, fences, or other landscape features. Any decorative streetscape elements shall be specifically approved by the DPC during site plan review for consistency and compatibility with the renderings and design concepts included as exhibits to this approval.
12) An approved plan for pedestrian access across Ridgewalk Parkway to the ancillary parking at Woodstock City Church, as well as an executed parking agreement between the development and Woodstock City Church must be submitted and approved at or before Site Plan submittal.
13) 6' Privacy fence or minimum 10' wide opaque buffer of evergreen trees shall be installed along the shared property line with the Ridgewalk Landing Subdivision located to the northeast of the site.
14) No trash service or deliveries shall occur between the hours of 10:00pm and 6:00am.
15) If any human remains are found during grading, work must stop immediately, and the County Coroner, the City, and the adjacent cemetery must be alerted.

FREESTONE
REAL ESTATE

July 8, 2026

The Honorable Michael Caldwell, Mayor
Members of the Woodstock City Council
City of Woodstock
12453 Highway 92
Woodstock, GA 30188

**Re: Rezoning Request — The Pitch**

Dear Mayor Caldwell and Members of the City Council:

On behalf of Freestone Real Estate, I respectfully ask for your approval of our rezoning request for The Pitch. This project did not come to Woodstock from the outside — the idea was originally brought to us by the Woodstock Economic Development office, and we have been working with the City for more than a year and have met with each of you individually to shape it into what it is today.

In addition, the Pitch has already been recommended for approval by your professional staff and the Planning Commission.

Woodstock has always been forward-thinking in its development, and this project is no different. With your approval, Woodstock will gain a professional team and stadium while providing no public money. You know Georgia Impact, and you know what good partners they are to the City and its residents.

The opportunity was brought to us because of our long-term experience in Woodstock as the developer and owner of Walton Woodstock, the multi-family community in downtown. Through that work, we have proven ourselves to be good operators and good partners with the City.

We have also gone above and beyond in providing information prior to rezoning that normally is not required until after rezoning, including:

- Wetlands studies and jurisdictional determinations
- Cemetery delineations
- Full traffic studies
- Sewer studies and drawdown tests
- Framework for the Development Agreement and parking agreement

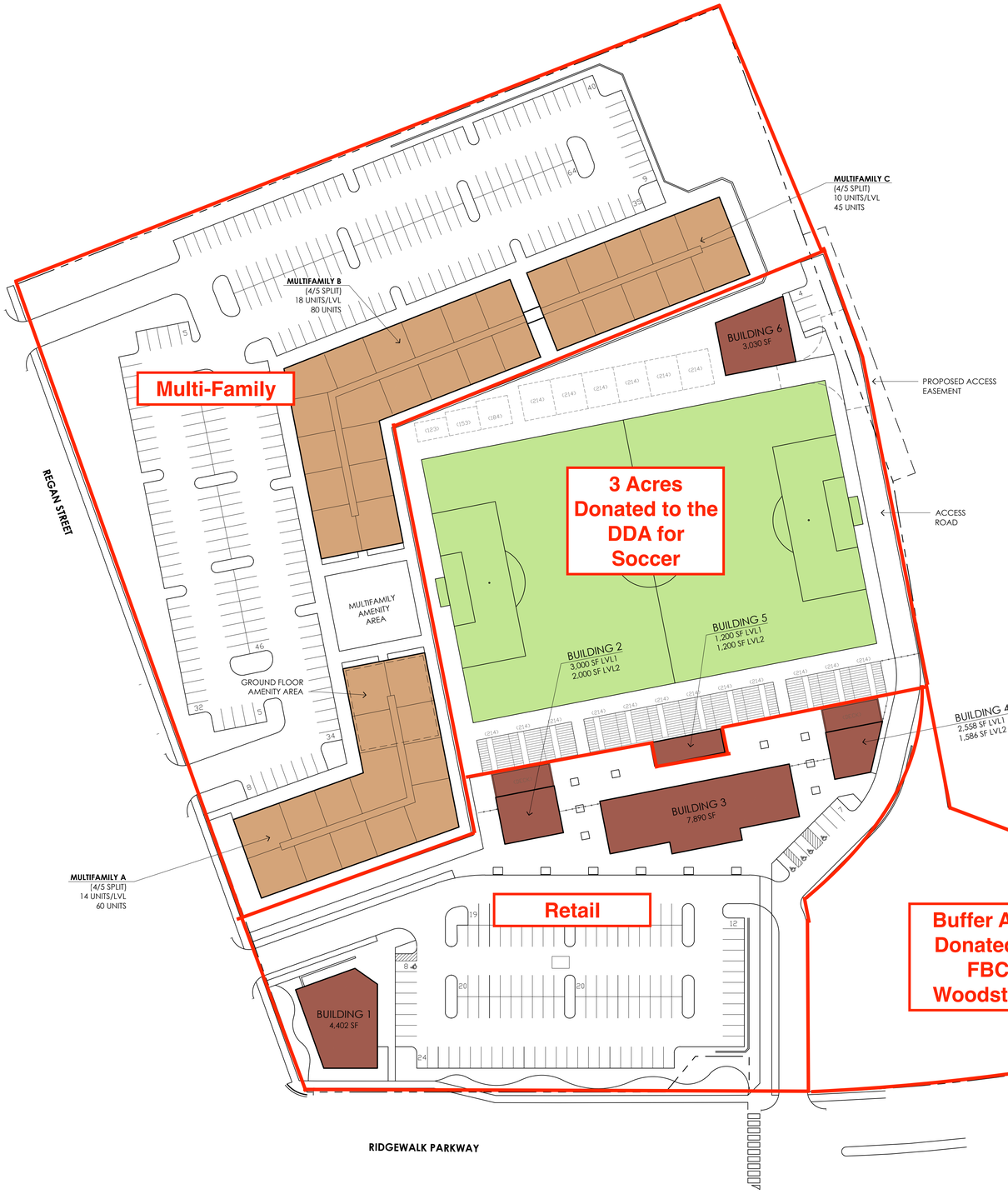
We understand that traffic is a concern. That is why we have agreed to pay for a new traffic light at the intersection with the church's driveway, which will improve traffic flow and pedestrian safety along the entire corridor.

We also understand the concern about new apartments. In response, we have reduced our unit count from 236 to 185 — matching the number of units given up by JW Homes — so this project will not change the current homeowner-to-renter ratio in the city. Also as part of the Development Agreement, we have set substantial financial penalties for ourselves if we do not deliver the retail portion of the project.

We respectfully request your approval of the rezoning and look forward to continuing our partnership with Woodstock.

Sincerely,

W. David Knight
Principal
Freestone Real Estate




## MULTIFAMILY SITE DATA

| | #UNITS | AREA |
|---|---|---|
| BUILDING A | 60 | 83,667 SF |
| BUILDING B | 80 | 96,870 SF |
| BUILDING C | 45 | 55,138 SF |
| **TOTAL** | **185** | **235,675 SF** |

**UNIT BREAKDOWN**

| | % | QTY | PARK REQ | # REQ |
|---|---|---|---|---|
| 1 BR | 50% | 92.5 | 1/UNIT | 92.5 SP |
| 2 BR | 40% | 74 | 1.5/UNIT | 111 SP |
| 3 BR | 10% | 19 | 2/UNIT | 37 SP |
| **TOTAL** | | **185** | | **241 SP** |
| **TOTAL PARKING PROVIDED** | | | | **278 SP** |
| | | | | 1.503 /UNIT |

## COMMERCIAL SITE DATA

| | | USE | AREA | PARK REQ | # REQ |
|---|---|---|---|---|---|
| BUILDING 1 | | RESTAURANT | 4,402 SF | 7/ 1000 | 31 SP |
| BUILDING 2 | LVL1 | RETAIL | 3,000 SF | 1/ 250 | 12 SP |
| | LVL2 | OFFICE | 2,000 SF | 1/ 300 | 7 SP |
| BUILDING 3 | | RESTAURANT | 7,890 SF | 7/ 1000 | 55 SP |
| BUILDING 4 | LVL1 | OFFICE | 2,558 SF | 1/ 300 | 18 SP |
| | LVL2 | OFFICE | 1,586 SF | 1/ 300 | 11 SP |
| BUILDING 5 | LVL1 | FIELD | 1,200 SF | N/A | 0 SP |
| | LVL2 | FIELD | 1,200 SF | N/A | 0 SP |
| BUILDING 6 | | FIELD | 3,030 SF | N/A | 0 SP |
| **TOTAL** | | | **26,866 SF** | | **134 SP** |
| **TOTAL PARKING PROVIDED** | | | | | **134 SP** |

SITE PLAN

NORTH 0' 10' 25' 50'

PLACE MAKER DESIGN

| REV # | DATE | DESCRIPTION |
|---|---|---|
| --- | --- | --- |

**THE PITCH**
RIDGEWALK PARKWAY
WOODSTOCK, GEORGIA
**FREESTONE REAL ESTATE**

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**PLACE MAKER DESIGN**
280 INTERSTATE NORTH CIRCLE
SUITE 510
ATLANTA, GEORGIA 30339
404.549.4499

| | |
|---|---|
| ISSUE DATE | 04/30/26 |
| DRAWN BY | TMV |
| CHECKED BY | TMV |
| PMD PROJ # | 25055 |

SHEET TITLE

SITE PLAN

SHEET # **SP.03**

Woodstock
FIRST BAPTIST CHURCH

April 21, 2026

Dear Woodstock City Council,

As staff overseer of Enon Cemetery and on behalf of First Baptist Church of Woodstock, I would like to express our gratitude to Joe Knight and Freestone Real Estate for the proposed donation of approximately one acre of land that is adjacent to our beloved Enon Cemetery. This parcel will provide a buffer on the western side of the cemetery along Ridgewalk Parkway and will allow us to ensure preservation of a very important part of the cemetery. Again, we are extremely grateful.

Enon Cemetery has a very special place in the heart of First Baptist Woodstock as it is on that property in 1837 that Enon Baptist Church, which would later become First Baptist Church of Woodstock, was founded. Church founders, pastors, family and friends are buried there as well as many important figures who had a part to play in the development of the city of Woodstock which we love so dearly.

Should you have any questions or need any additional information, please feel free to reach out.

Sincerely,

Craig Ormsby
Mission Pastor

11905 HIGHWAY 92
WOODSTOCK, GA 30188
TEL: 770.926.4428
FAX: 770.591.2508
**WWW.FBCW.ORG**

**DEPARTMENT OF THE ARMY**
**U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT**
**4751 BEST ROAD, SUITE 140**
**COLLEGE PARK, GEORGIA 30337**

May 26, 2026

Regulatory Division
SAS-2018-00031

Joe Knight
Freestone Real Estate
1380 W Paces Ferry Rd NW
Suite 1000
Atlanta, GA 30327
Via Email: joe@freestonere.com

Dear Mr. Knight:

This letter is in response to your request to the Savannah District, Piedmont Branch for an approved jurisdictional determination (AJD). The project/review area is located northeast of Ridgewalk Parkway, northwest of Main Street, and southeast of Sherman Street, at Latitude 34.1176 and Longitude -84.5142; in Woodstock, Cherokee County, Georgia. The review area for this determination is limited to an approximately 12.7 acre area, which is illustrated on the enclosed site maps. This request has been assigned the file number SAS-2018-00031. This file number should be referenced in all correspondence concerning this project.

The features labeled “W1”, “W2”, and “I1”, as depicted on the enclosed exhibit entitled, “Figure 6: Aquatic Resources Map”, prepared by Corblu Ecology Group and dated September 29, 2025, are waters of the United States and are therefore within the jurisdiction of Section 404 of the Clean Water Act (33 United States Code § 1344). Department of the Army authorization, pursuant to Section 404 of the Clean Water Act (33 United States Code § 1344), is required for dredge and/or fill activities in jurisdictional waters.

The feature labeled “W3”, as depicted on the enclosed exhibit entitled, “Figure 6: Aquatic Resources Map”, prepared by Corblu Ecology Group and dated September 29, 2025, is not a water of the United States and is therefore not within the jurisdiction of Section 404 of the Clean Water Act (33 United States Code § 1344). Department of the Army authorization, pursuant to Section 404 of the Clean Water Act (33 United States Code § 1344), is not required for dredge and/or fill activities in non-jurisdictional waters.

This determination was made in accordance with the U.S. Army Corps of Engineers (Corps) regulatory authority pursuant to Section 404 of the Clean Water Act, and based

upon criteria contained in the 1987 Corps Wetland Delineation Manual and the Eastern Mountains and Piedmont Regional Supplement. This determination is valid for a period of **five years** from the date of the letter, unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.

This letter contains an approved jurisdictional determination for your subject site. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and request for appeal (RFA) form. If you request to appeal this determination you must submit a completed RFA form to the Division Appeals Officer at the address listed on the RFA form. In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received by the Corps by July 25, 2026. **It is not necessary to submit an RFA form to the Division Office if you do not object to the determination in this correspondence.**

Section 404 of the Clean Water Act requires a Department of the Army (DA) permit be obtained prior to the discharge of dredged or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 requires a DA permit be obtained for any work in, on, over or under navigable waters of the United States.

This determination has been conducted to identify the limits of Corps' Clean Water Act jurisdiction for the review area identified in this request. The determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA Program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

If you intend to sell property that is part of a project that requires Department of the Army Authorization, it may be subject to the Interstate Land Sales Full Disclosure Act. The Property Report required by Housing and Urban Development Regulation must state whether, or not a permit for the development has been applied for, issued or denied by the Corps (Part 320.3(h) of Title 33 of the CFR).

This communication does not convey any property rights, either in real estate or material, or any exclusive privileges. It does not authorize any injury to property, invasion of rights, or any infringement of federal, state or local laws, or regulations. It does not obviate your requirement to obtain state or local assent required by law for the development of this property. If the information you have submitted, and on which the Corps has based its determination is later found to be in error, this decision may be revoked.

You are cautioned that work performed below the mean high water line or ordinary high water line in waters of the United States; and/or, the discharge of dredged or fill material into any areas identified on the enclosed information as within Federal jurisdiction, without a Department of the Army permit could subject you to enforcement action. Receipt of a permit from a state or local municipality does not obviate the requirement for obtaining a Department of the Army permit.

Thank you in advance for completing our on-line Customer Survey Form located at https://regulatory.ops.usace.army.mil/customer-service-survey/. We value your comments and appreciate your taking the time to complete a survey each time you have interaction with our office.

If you have any questions concerning this correspondence, please contact me at 770-919-6143, by mail at the above address, or by email at heidi.i.bailey@usace.army.mil.

Sincerely,

Heidi Bailey

Heidi Bailey
Project Manager, Piedmont Branch

Enclosures

cc: Micah Whiteside, Corblu Ecology Group, LLC (via mwhiteside@corblu.com)

U.S. Army Corps of Engineers (USACE)

# NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

***Form Approved –***
***OMB No. 0710-0003***
***Expires 2027-10-31***

**DATA REQUIRED BY THE PRIVACY ACT OF 1974**

| | |
|---|---|
| **Authority** | The authorities for requesting this information are Sections 9, 10, 13, and 14, Rivers and Harbors Act of March 3, 1899; Section 404, Clean Water Act; and Section 103 Marine Protection Research and Sanctuaries Act of 1972. |
| **Principal Purpose** | This information serves as notification to affected parties regarding the USACE administrative appeal options and process, as well as to facilitate requests for appeal of USACE decisions with which they disagree. |
| **Routine Uses** | Routine uses will include: (a) To serve as notification to affected parties of the Corps administrative appeal options and process and to facilitate requests for appeal of Corps decisions with which they disagree. (b) Records may be referred to the Department of Justice for possible criminal prosecution. (c) Records may be referred to other Federal, State, and local agencies for evaluation and enforcement purposes. |
| **Disclosure** | Disclosure of this information is voluntary on your part. However, failure of individual to provide requested information could result in inability to determine all pertinent information regarding a Department of the Army permit matter. |

**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 1 hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE**: This form is used to facilitate the initiation of the administrative appeals process. The appeals process allows an affected party to pursue an administrative appeal of certain Corps of Engineers decisions with which they disagree.

Upon release, this form will also be available on the Corps website https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/

| Applicant: Joe Knight | File Number: SAS-2018-00031 | Date: 5/26/2026 |
|---|---|---|

| Documents Attached (*select all that apply*): | | Form Reference Section: |
|---|---|---|
| ☐ | INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission) | A |
| ☐ | PROFFERED PERMIT (Standard Permit or Letter of permission) | B |
| ☐ | PERMIT DENIAL WITHOUT PREJUDICE | C |
| ☐ | PERMIT DENIAL WITH PREJUDICE | D |
| ☒ | APPROVED JURISDICTIONAL DETERMINATION | E |
| ☐ | PRELIMINARY JURISDICTIONAL DETERMINATION | F |

**SECTION I**

The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at https://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/appeals/ or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- OBJECT: If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C. PERMIT DENIAL WITHOUT PREJUDICE: Not appealable

You received a permit denial without prejudice because a required Federal, state, and/or local authorization and/or certification has been denied for activities which also require a Department of the Army permit before final action has been taken on the Army permit application. The permit denial without prejudice is not appealable. There is no prejudice to the right of the applicant to reinstate processing of the Army permit application if subsequent approval is received from the appropriate Federal, state, and/or local agency on a previously denied authorization and/or certification.

D: PERMIT DENIAL WITH PREJUDICE: You may appeal the permit denial

You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information for reconsideration

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.

- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

- RECONSIDERATION: You may request that the district engineer reconsider the approved JD by submitting new information or data to the district engineer within 60 days of the date of this notice. The district will determine whether the information submitted qualifies as new information or data that justifies reconsideration of the approved JD. A reconsideration request does not initiate the appeal process. You may submit a request for appeal to the division engineer to preserve your appeal rights while the district is determining whether the submitted information qualifies for a reconsideration.

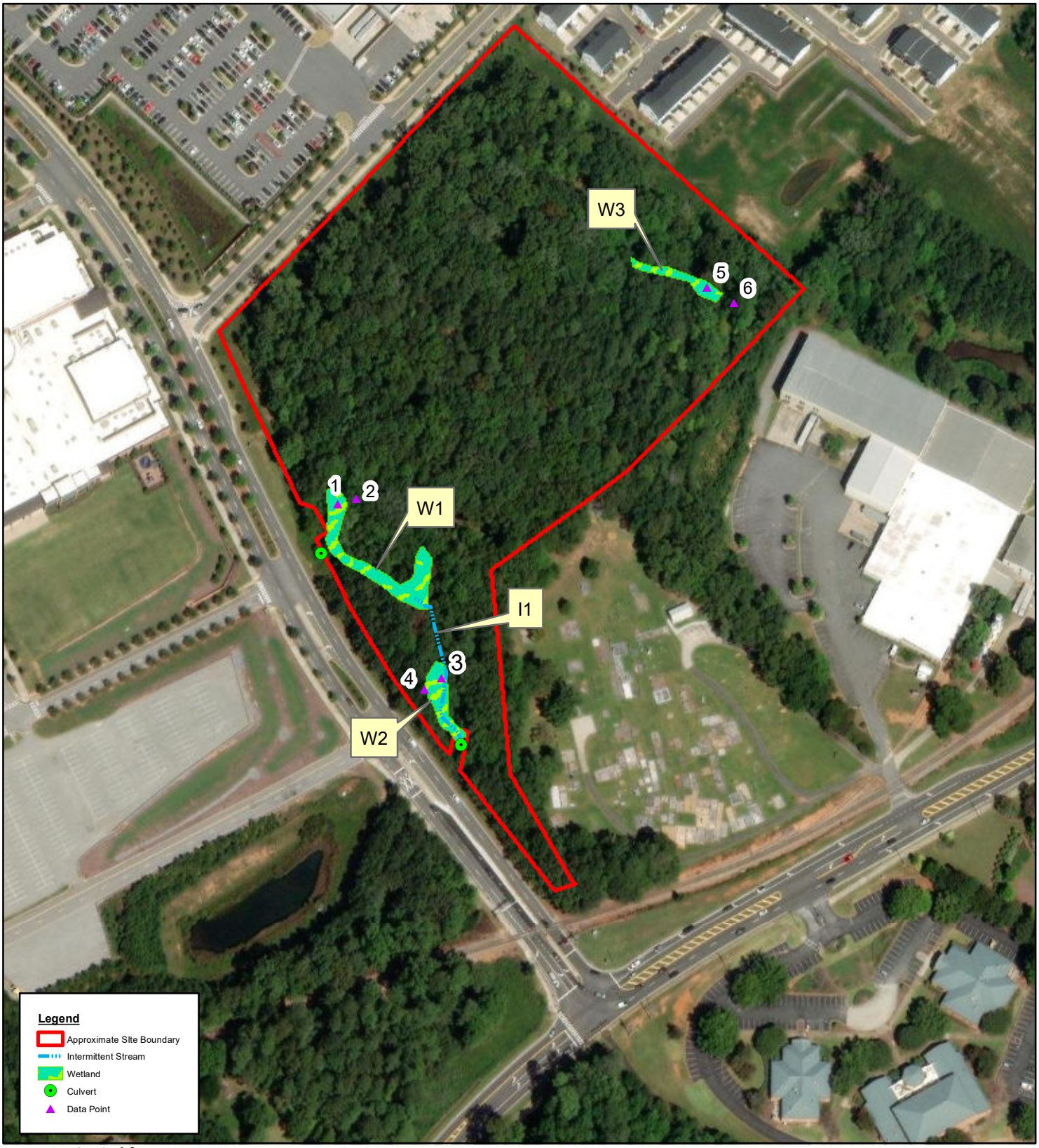
F: PRELIMINARY JURISDICTIONAL DETERMINATION: Not appealable

You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also, you may provide new information for further consideration by the Corps to reevaluate the JD.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION:**

| If you have questions regarding this decision you may contact: | If you have questions regarding the appeal process, or to submit your request for appeal, you may contact: |
|---|---|
| Name: Heidi Bailey | Name: Krista Sabin, Regulatory Appeals Review Officer |
| Street Address, City, State:<br>4751 Best Road Suite 140<br>College Park, GA 30337 | Street Address, City, State:<br>60 Forsyth Street SW Room 9M 15<br>Atlanta, Georgia 30303-8801 |
| Phone: 770-919-6143 | Phone: 904-314-9631 |
| Email: heidi.i.bailey@usace.army.mil | Email: CESAD-Regulatory@usace.army.mil |

| SECTION II – REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT | |
|---|---|
| REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. Use additional pages as necessary. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.) | |
| ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record. | |
| RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations. | |
| Email address of appellant and/or agent | Telephone number |
| Signature of appellant or agent | Date |




**Base map: ESRI Aerial Imagery**
**GPS Data Collected: 9/29/2025**

0 75 150 300 450 600 Feet

1 inch = 218 feet

N

**Reagan at Ridgewalk**
**USACE Approved JD Request**
**Woodstock, Georgia**

corblu ECOLOGY GROUP
Lawrenceville & Woodstock, Georgia

**Figure 6**
**Aquatic Resources Map**
**Corblu Project No. 02-081425**

**DEPARTMENT OF THE ARMY**
**U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT**
**PIEDMONT BRANCH**
**4751 BEST ROAD SUITE 140**
**COLLEGE PARK GEORGIA 30337-5600**

CESAS-RD-P May 26, 2026

MEMORANDUM FOR RECORD

SUBJECT: US Army Corps of Engineers (Corps) Pre-2015 Regulatory Regime Approved Jurisdictional Determination in Light of *Sackett v. EPA*, 143 S. Ct. 1322 (2023) ,[1] SAS-2018-00031[2]

BACKGROUND. An Approved Jurisdictional Determination (AJD) is a Corps document stating the presence or absence of waters of the United States on a parcel or a written statement and map identifying the limits of waters of the United States on a parcel. AJDs are clearly designated appealable actions and will include a basis of JD with the document.[3] AJDs are case-specific and are typically made in response to a request. AJDs are valid for a period of five years unless new information warrants revision of the determination before the expiration date or a District Engineer has identified, after public notice and comment, that specific geographic areas with rapidly changing environmental conditions merit re-verification on a more frequent basis.[4] For the purposes of this AJD, we have relied on section 10 of the Rivers and Harbors Act of 1899 (RHA),[5] the Clean Water Act (CWA) implementing regulations published by the Department of the Army in 1986 and amended in 1993 (references 2.a. and 2.b. respectively), the 2008 *Rapanos-Carabell* guidance (reference 2.c.), and other applicable guidance, relevant case law and longstanding practice, (collectively the pre-2015 regulatory regime), and the *Sackett* decision (reference 2.d.) in evaluating jurisdiction.

This Memorandum for Record (MFR) constitutes the basis of jurisdiction for a Corps AJD as defined in 33 CFR §331.2. The features addressed in this AJD were evaluated consistent with the definition of “waters of the United States” found in the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. This AJD did not rely on the 2023 “Revised Definition of ‘Waters of the United States,’” as

[1] While the Supreme Court’s decision in *Sackett* had no effect on some categories of waters covered under the CWA, and no effect on any waters covered under RHA, all categories are included in this Memorandum for Record for efficiency.
[2] When documenting aquatic resources within the review area that are jurisdictional under the Clean Water Act (CWA), use an additional MFR and group the aquatic resources on each MFR based on the TNW, interstate water, or territorial seas that they are connected to. Be sure to provide an identifier to indicate when there are multiple MFRs associated with a single AJD request (i.e., number them 1, 2, 3, etc.).
[3] 33 CFR 331.2.
[4] Regulatory Guidance Letter 05-02.
[5] USACE has authority under both Section 9 and Section 10 of the Rivers and Harbors Act of 1899 but for convenience, in this MFR, jurisdiction under RHA will be referred to as Section 10.

amended on 8 September 2023 (Amended 2023 Rule) because, as of the date of this decision, the Amended 2023 Rule is not applicable in Georgia due to litigation.

1. SUMMARY OF CONCLUSIONS.

    a. Provide a list of each individual feature within the review area and the jurisdictional status of each one (i.e., identify whether each feature is/is not a water of the United States and/or a navigable water of the United States).

| Name of Aquatic Resource | JD or Non-JD | Section 404/Section 10 |
|---|---|---|
| I1 (2026) | Jurisdictional | Section 404 |
| W2 (2026) | Jurisdictional | Section 404 |
| W1 (2026) | Jurisdictional | Section 404 |
| W3 (2026) | Non-Jurisdictional | Section 404 |

2. REFERENCES.

    a. Final Rule for Regulatory Programs of the Corps of Engineers, 51 FR 41206 (November 13, 1986).

    b. Clean Water Act Regulatory Programs, 58 FR 45008 (August 25, 1993).

    c. U.S. EPA & U.S. Army Corps of Engineers, Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* (December 2, 2008)

    d. *Sackett v. EPA*, 598 U.S. 651, 143 S. Ct. 1322 (2023)

    e. Memorandum to the field between the U.S. Department of the Army, U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency concerning the proper implementation of "continuous surface connection" under the definition of "waters of the United States" under the Clean Water Act (March 12, 2025).

3. REVIEW AREA.
    a. Project Area Size (in acres): 12.7
    b. Location Description: The project/review area is located northeast of Ridgewalk Parkway, northwest of Main Street, and southeast of Sherman Street
    c. Center Coordinates of the Project Site (in decimal degrees)
    Latitude: 34.1176 , Longitude: -84.5142

d. Nearest City or Town: Woodstock
e. County: Cherokee
f. State: Georgia

**4.** NEAREST TRADITIONAL NAVIGABLE WATER (TNW), INTERSTATE WATER, OR THE TERRITORIAL SEAS TO WHICH THE AQUATIC RESOURCE IS CONNECTED.

a. The Etowah River is the nearest TNW and is located approximately 50,000 linear feet northwest of the review area.

A. This determination was made based on a review of desktop data resources listed in Section 9 of this memorandum and a review of the SAS Section 10 list (for a water body that is navigable-in-fact under federal law for any purpose (such as Section 10, RHA), that water body categorically qualifies as a Section 404 "traditional navigable water" subject to CWA jurisdiction under 33 CFR 328.3(a)(1)) and documented occurrences of boating traffic on the identified water.

5. FLOWPATH FROM THE SUBJECT AQUATIC RESOURCES TO A TNW, INTERSTATE WATER, OR THE TERRITORIAL SEAS

I1 is a relatively permanent water (RPW) and is an unnamed tributary to Rubes Creek, an RPW. Rubes Creek is a tributary to Mill Creek, an RPW. Mill Creek is a tributary to Little River, an RPW. Little River flows to the Etowah River, a traditionally navigable water (TNW).

The wetlands meet the hydrophytic vegetation, wetland hydrology, and hydric soil criteria of the 1987 Corps of Engineers Wetland Delineation Manual and the Eastern Mountains and Piedmont Regional Supplement and are contiguous with the unnamed tributary.

6. SECTION 10 JURISDICTIONAL WATERS[6]: Describe aquatic resources or other features within the review area determined to be jurisdictional in accordance with Section 10 of the Rivers and Harbors Act of 1899. Include the size of each aquatic

[6] 33 CFR 329.9(a) A waterbody which was navigable in its natural or improved state, or which was susceptible of reasonable improvement (as discussed in § 329.8(b) of this part) retains its character as "navigable in law" even though it is not presently used for commerce, or is presently incapable of such use because of changed conditions or the presence of obstructions.

resource or other feature within the review area and how it was determined to be jurisdictional in accordance with Section 10.[7] N/A

7. SECTION 404 JURISDICTIONAL WATERS: Describe the aquatic resources within the review area that were found to meet the definition of waters of the United States in accordance with the pre-2015 regulatory regime and consistent with the Supreme Court's decision in *Sackett*. List each aquatic resource separately, by name, consistent with the naming convention used in section 1, above. Include a rationale for each aquatic resource, supporting that the aquatic resource meets the relevant category of "waters of the United States" in the pre-2015 regulatory regime. The rationale should also include a written description of, or reference to a map in the administrative record that shows, the lateral limits of jurisdiction for each aquatic resource, including how that limit was determined, and incorporate relevant references used. Include the size of each aquatic resource in acres or linear feet and attach and reference related figures as needed.

   a. Traditional Navigable Waters (TNWs (a)(1): N/A

   **b.** Interstate Waters (a)(2): N/A

   **c.** Other Waters (a)(3): N/A

   **d.** Impoundments (a)(4): N/A

   e. Tributaries (a)(5):

| Name of Aquatic Resource | Size | Rationale and Determination Methodology |
|---|---|---|
| I1 (2026) | 273 acre | I1 is a RPW and is an unnamed tributary to the Etowah River, a TNW. Intermittent flow was observed during agent's and project manager's (PM) site visits. |

   **f.** The territorial seas (a)(6): N/A

   g. Adjacent wetlands (a)(7):

[7] This MFR is not to be used to make a report of findings to support a determination that the water is a navigable water of the United States. The district must follow the procedures outlined in 33 CFR part 329.14 to make a determination that water is a navigable water of the United States subject to Section 10 of the RHA.

| Name of Aquatic Resource | Size | Rationale and Determination Methodology |
|---|---|---|
| W2 (2026) | 0.076 acre | W2 is a non-tidal wetland that directly abuts and has continuous surface connection to jurisdictional tributary I1 (a RPW). |
| W1 (2026) | 0.174 acre | W1 is a non-tidal wetland that directly abuts and has continuous surface connection to jurisdictional tributary I1 (a RPW). |

8. NON-JURISDICTIONAL AQUATIC RESOURCES AND FEATURES

   a. Describe aquatic resources and other features within the review area identified as "generally non-jurisdictional" in the preamble to the 1986 regulations (referred to as "preamble waters").[8] Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA as a preamble water. N/A

   b. Describe aquatic resources and features within the review area identified as "generally not jurisdictional" in the *Rapanos* guidance. Include size of the aquatic resource or feature within the review area and describe how it was determined to be non-jurisdictional under the CWA based on the criteria listed in the guidance. N/A

   c. Describe aquatic resources and features identified within the review area as waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA. Include the size of the waste treatment system within the review area and describe how it was determined to be a waste treatment system. N/A

   d. Describe aquatic resources and features within the review area determined to be prior converted cropland in accordance with the 1993 regulations (reference 2.b.). Include the size of the aquatic resource or feature within the review area and describe how it was determined to be prior converted cropland. N/A

   e. Describe aquatic resources (i.e. lakes and ponds) within the review area, which do not have a nexus to interstate or foreign commerce, and prior to the January 2001 Supreme Court decision in "*SWANCC*," would have been jurisdictional based solely on the "Migratory Bird Rule." Include the size of the aquatic resource or feature, and how it was determined to be an "isolated water" in accordance with *SWANCC*. N/A

[8] 51 FR 41217, November 13, 1986.

f. Describe aquatic resources and features within the review area that were determined to be non-jurisdictional because they do not meet one or more categories of waters of the United States under the pre-2015 regulatory regime consistent with the Supreme Court's decision in *Sackett* (e.g., tributaries that are non-relatively permanent waters; non-tidal wetlands that do not have a continuous surface connection to a jurisdictional water).

| Name of Aquatic Resource | Size | Type of resource generally not jurisdictional |
|---|---|---|
| W3 | 0..052 acre | W3 is a non-tidal wetland that does not have continuous surface connection to a jurisdictional water. Per desktop verification and site visit observations by the agent and PM, this wetland area is disconnected from the off-site tributary by a natural berm. |

9. DATA SOURCES. List sources of data/information used in making determination. Include titles and dates of sources used and ensure that information referenced is available in the administrative record.

a. Office (Desk) Determination: April 2026

b. Dates of Field Determinations: January 21, 2026, by the CESAS-RDP project manager (PM) and September 29, 2025, by the agent

c. Data sources used to support this determination (included in the administrative record).
   i. **Aquatic Resources delineation submitted by, or on behalf of, the requestor:** "Figure 6: Aquatic Resources Map", prepared by the agent and dated September 29, 2025.
   ii. **Aerial Imagery maps:** Prepared by the PM and dated 2025, 2017, 2005, and 1991.
   iii. **StreamStats Map:** Prepared by the PM in April 2026.
   iv. **Photographs:** Site photographs (Photos 1-7), prepared by the agent and dated September 29, 2025; Site visit supplemental photographs (Photos 8-20), taken by PM on January 21, 2026.
   v. **Wetland Determination Data Sheets:** Prepared by the agent and dated September 29, 2025.
   vi. **NC Stream Data Sheet:** Prepared by the agent and dated September 29, 2025.
   vii. **LiDAR:** 3DEP DEM and Hillshade imagery map, retrieved from the National Regulatory Viewer (NRV) by the PM in April 2026.
   viii. **Soil Map:** Prepared by the agent.

ix. **Hydric Soil Map and Report:** Prepared by the PM and dated January 14, 2026.
x. **USFWS NWI map:** Prepared by the agent.
xi. **USGS topographic map:** Prepared by the agent.
xii. **USGS NHD map:** Retrieved from the National Regulatory Viewer (NRV) by the PM in April 2026.
xiii. **FEMA Flood Map:** Prepared by the agent.
xiv. **Antecedent Precipitation:** APT analysis, for both agent and PM site visit dates, were prepared by the PM in April 2026.

10. OTHER SUPPORTING INFORMATION. N/A

11. NOTE: The structure and format of this MFR were developed in coordination with the EPA and Department of the Army. The MFR's structure and format may be subject to future modification or may be rescinded as needed to implement additional guidance from the agencies; however, the approved jurisdictional determination described herein is a final agency action.

# R.S. Webb & Associates

*Cultural Resource Management Consultants*
*2800 Holly Springs Parkway, Suite 200 • P.O. Drawer 1319*
*Holly Springs, Georgia 30142*
*Phone: 770-345-0706 • Fax: 770-345-0707*

December 9, 2025

Mr. Joe Knight
Freestone Real Estate
1380 West Paces Ferry Road, Suite 1000
Atlanta, Georgia 30327

**Subject: Findings - Partial Physical Boundary Delineation of Enon Cemetery**
**The Ridgewalk-Reagan Development Tract**
**Woodstock, Cherokee County, Georgia**
**R.S. Webb & Associates No. 25-979-001**

Dear Mr. Knight:

## BACKGROUND

On November 20, 2025, R.S. Webb & Associates (RSWA), physically delineated the northwest, west and southwest boundaries of Enon Cemetery (hereafter referred to as the Cemetery), which are common to the Ridgewalk-Reagan development tract (hereafter referred to as the "Common Boundaries") . The Cemetery is north of the intersection of Ridgewalk Parkway and State Route 5/Main Street in Woodstock, Cherokee County, Georgia (Figures 1 and 2).

RSWA conducted the delineation for Freestone Real Estate to comply with state law governing the treatment of cemeteries prior to development/disturbance of a property containing a cemetery or the property adjacent to a cemetery (Georgia Code Title 36, Chapter 72). Since preservation is the goal, the current study focused on delineating the Common Boundaries. Mr. Steve Webb (Senior Principal Archeologist and Osteo-Archeologist, RSWA) conducted the physical delineation of the subject boundaries.

## METHODS

*Physical Delineation*: Mr. Webb physically delineated the Cemetery Boundaries through probing and intensive surface inspection techniques. Probing was used to search for unmarked grave shafts and fallen/buried headstones within approximately 20 feet beyond the current fenced cemetery boundaries. Probing involved systematically inserting a 4-foot tile probe into the ground at 1 to 6-foot intervals along transects spaced 1 to 4-feet apart. Surfaces within approximately 30 feet beyond the fenced cemetery boundaries were systematically inspected for grave depressions, standing/fallen grave stones, grave plot markers, ornamental plantings, etc. Observed depressions/surface irregularities (and areas immediately around them) were probed to confirm origin (e.g., graves, stumps, other non-grave-related features, etc.). The 20 to 30-foot study swath just beyond the Cemetery Boundaries constitutes the "Delineation Corridor".

*Boundary Marking*: Because no graves were detected within the Delineation Corridor, there was no need for Mr. Webb to set a cemetery boundary pin flag line along the Common Boundaries.

## RESULTS

*Cemetery Delineation*: The Delineation Corridor is situated on moderately steep to steep side slopes located along the southwest and east project tract boundaries (Figure 2). In most places along the corridor, Mr. Webb encountered land exhibiting at least 10 percent slope, and some times slope in excess of 25 percent (Photos 1 and 2). At the time of the current study, the Delineation Corridor was in a canopy of mostly mature Piedmont hardwoods with some pines and a generally open understory.

While there are over 1,000 burials within Enon Cemetery, none of them appear to be located outside the existing Common Boundaries. In several locations, graves were found to be abutting the cemetery fence (Photos 3 and 4), but none appear to extend into the project tract. Also, there are locations within the Delineation Corridor where spoil soils and debris from the Cemetery have been discarded (Photos 5 and 6). Probing and surface inspection in these areas were negative for human graves.

## CONCLUSIONS AND RECOMMENDATIONS

Based on the current physical findings, RSWA considers it unlikely that additional human graves lie beyond the existing Common Boundaries between Enon Cemetery and the Ridgeway-Reagan development tract. It is however, always possible that small graves or graves in heavily disturbed areas may not be detected through probing/surface inspection, or through geophysical means . If you find what you think may be human remains, please contact RSWA and we will assist you.

The local governing authority may require buffering along the Common Boundaries. It is recommended that prior to construction, high-visibility barrier fencing be established along the outside edge of whatever buffer is required by local government. It is also recommended that this fencing remain in place until construction in the area is complete.

## CLOSING COMMENTS

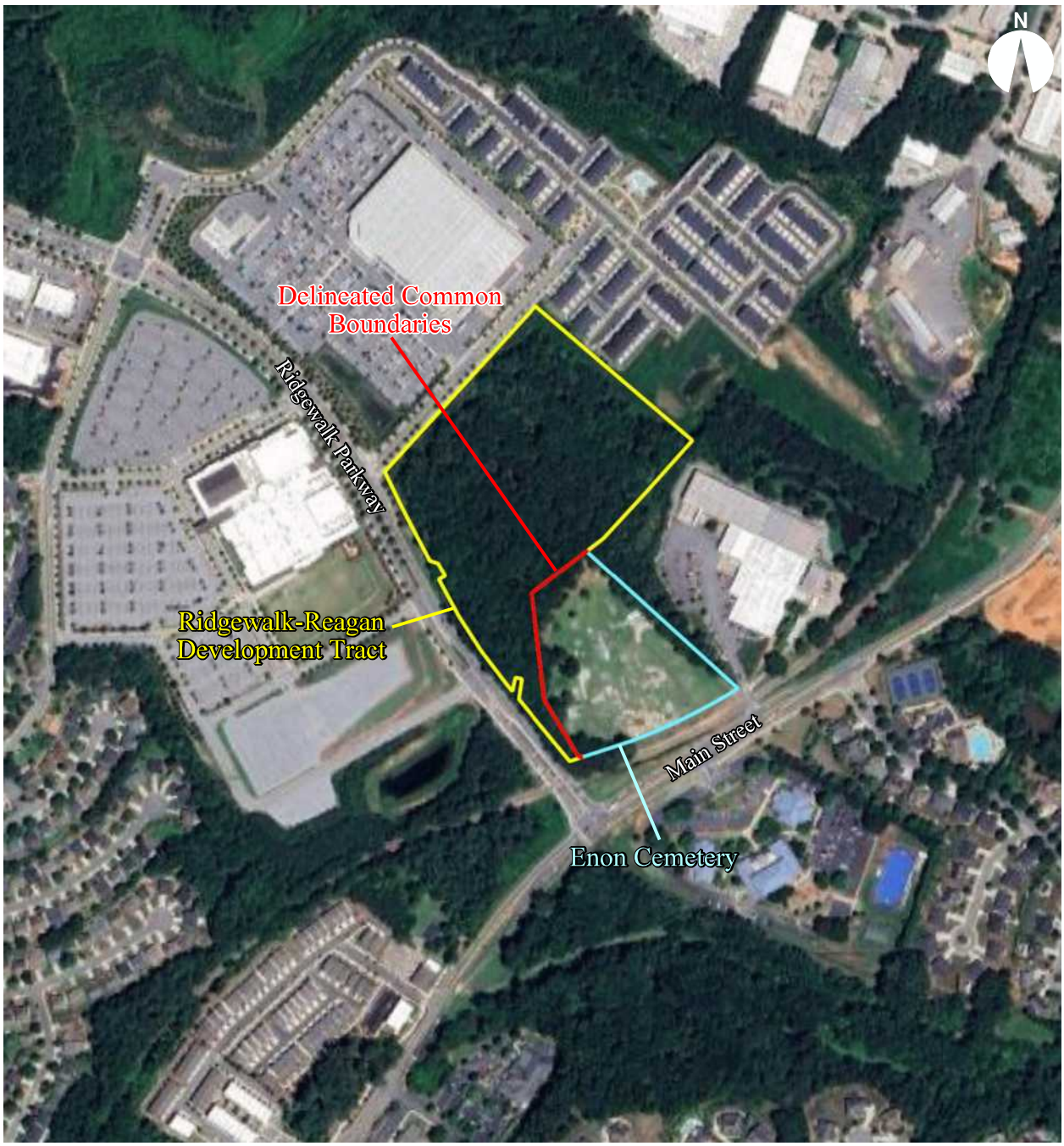
Mr. Knight, we appreciate the opportunity to work with Freestone Real Estate on this project. Please contact me at 770-345-0706 if you have any questions concerning our findings.

Sincerely,
R.S. WEBB & ASSOCIATES



Robert S. Webb
President and Senior Principal Archeologist

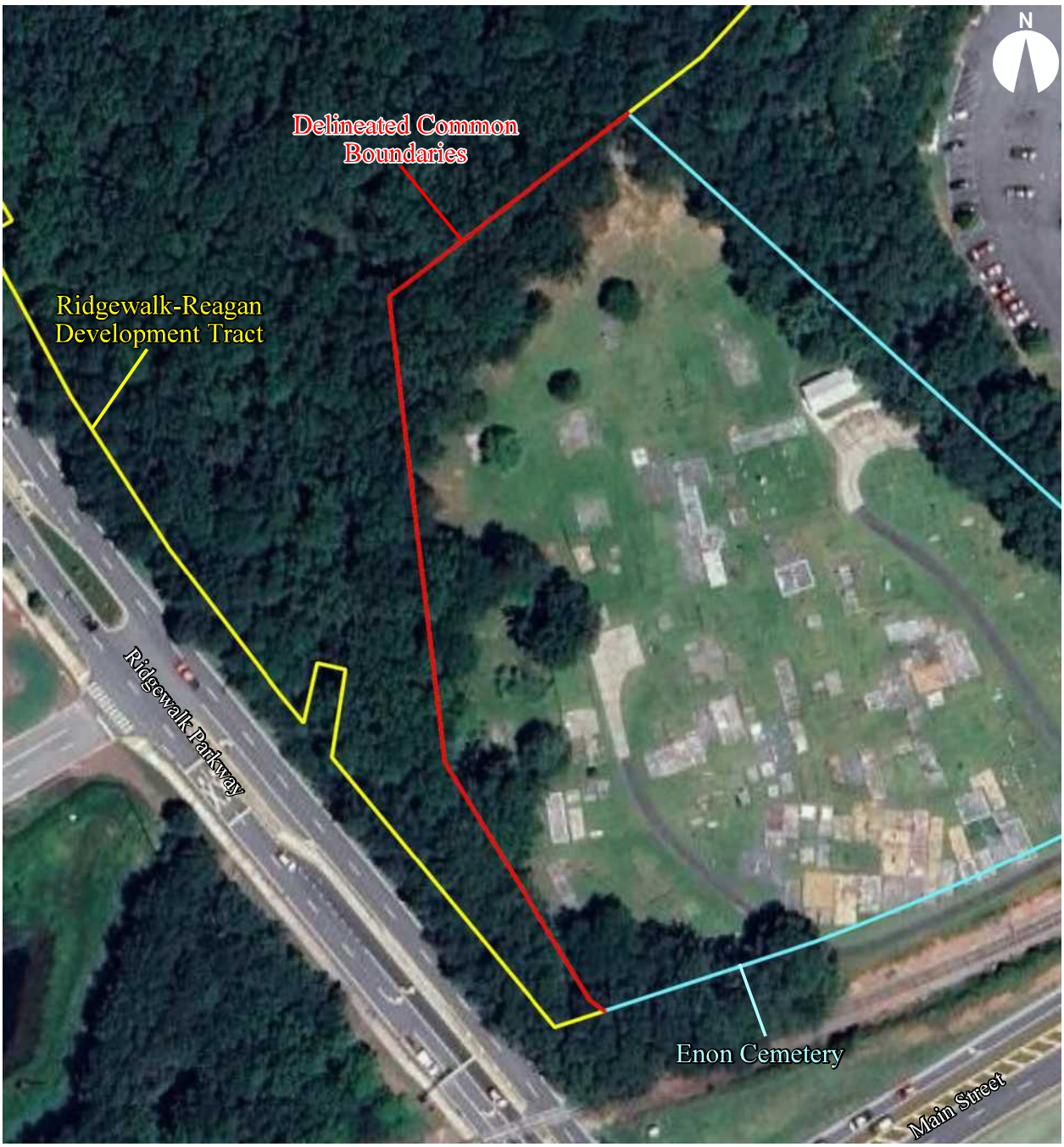
Attachments: Figures 1-2; Photos 1-6




Map Reference: Google Earth (2025)

Scale
0 152 meters
0 500 feet

Figure 1 Aerial Photograph Showing Location of Common Boundaries Between Enon Cemetery and the Ridgewalk-Reagan Development Tract




Map Reference: Google Earth (2025)

Scale
0 35 meters
0 115 feet

Figure 2 Common Boundaries Delineated During the Current Study



Photo 1 - Steep Topography Adjacent to Northwest Cemetery Fence Line, Facing North

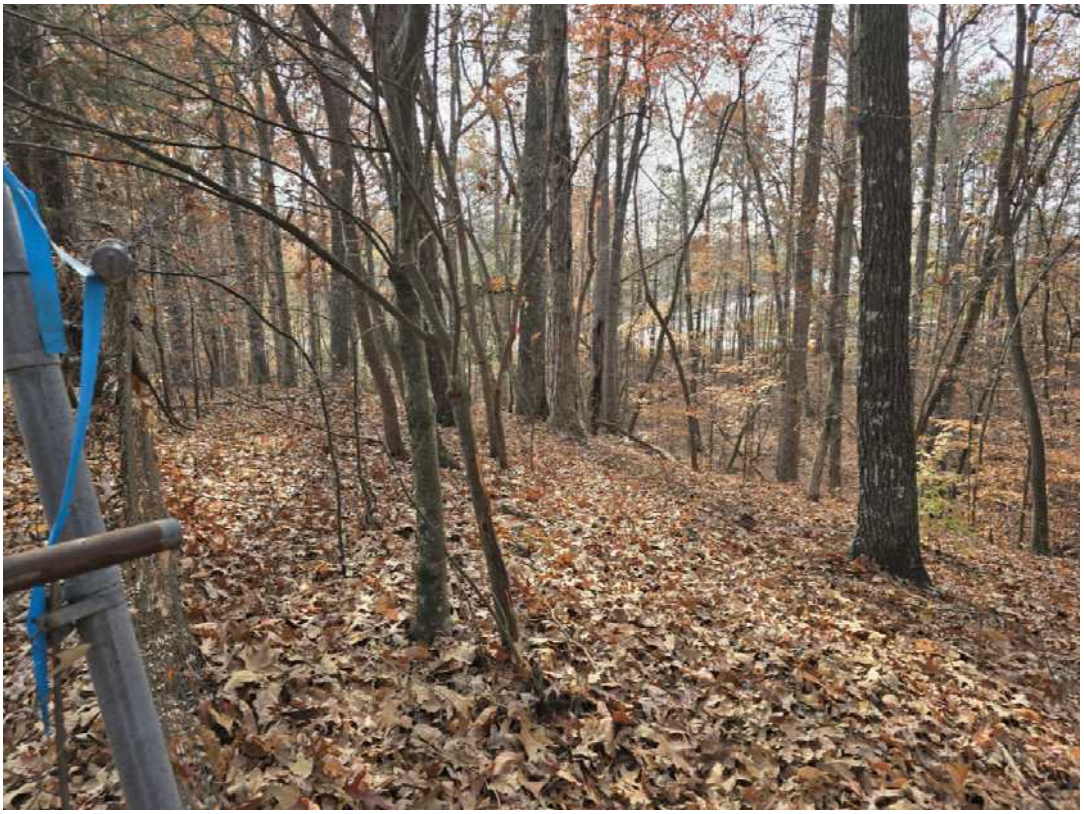


Photo 2 - Steep Topography Adjacent to Northwest Cemetery Corner, Facing Northwest



Photo 3 - Grave Plots Adjacent to West-Southwest Cemetery Fence Line, Facing North



Photo 4 - Grave Plots Adjacent to Southwest Cemetery Fence Line, Facing West



Photo 5 - Discard Area West of West Cemetery Fence Line, Facing South-Southeast



Photo 6 - Discard Area West of West Cemetery Fence Line, Facing South-Southeast

# MEMORANDUM OF UNDERSTANDING

## Parking Agreement

This Memorandum of Understanding (this **"MOU"**) is entered into as of _____, 20__ (the **"Effective Date"**), by and between **Woodstock City Church**, a Georgia nonprofit corporation (the **"Church"** or **"Owner"**), and the **Woodstock Downtown Development Authority**, a public body corporate and politic created under the laws of the State of Georgia (the **"DDA"** or **"User"**). The Church and the DDA are referred to individually as a **"Party"** and collectively as the **"Parties."**

This MOU is acknowledged by **Freestone Real Estate** (the **"Developer"**), the developer of The Pitch, and **Georgia Impact Soccer** (the **"Sponsor"**), in each case solely with respect to the obligations expressly attributed to it herein.

## Recitals

**A.** The Church owns and operates a campus located in Woodstock, Cherokee County, Georgia, with frontage and an entrance off Ridgewalk Parkway, including parking facilities on the campus (the **"Parking Lot"**).

**B.** The Developer is developing a soccer and community-event venue known as **"The Pitch"** in downtown Woodstock, and the DDA supports and coordinates community use of The Pitch.

**C.** Events held at The Pitch are expected to generate parking demand that the Parking Lot is well suited to accommodate, and the Parties desire to establish a framework permitting the use of the Parking Lot for such events on the terms set forth below.

**NOW, THEREFORE,** in consideration of the mutual promises set forth herein, the Parties agree as follows:

## 1. Purpose

This MOU establishes the framework under which the Church will make the Parking Lot available to the DDA for parking in connection with soccer matches and other community events held at The Pitch (each, an **"Event"**). It sets out the Parties' mutual understanding regarding the use of the Parking Lot, related improvements, cost-sharing, insurance, event-day operations, and schedule coordination.

## 2. Grant of Parking Use

Subject to the terms of this MOU, the Church grants the DDA a non-exclusive license to use the Parking Lot for Event parking. The Church's own use of the Parking Lot—including for Sunday services, worship gatherings, and other Church activities—shall at all times take priority, and Event parking shall be scheduled so as not to conflict with the Church's use as coordinated under Section 10.

## 3. Term and Renewal

(a) **Initial Term.** This MOU shall commence on the Effective Date and continue for an initial term of ten (10) years.

(b) **Renewal Term.** Upon expiration of the initial term, this MOU shall automatically renew for one (1) additional term of ten (10) years (the "Renewal Term"), unless a Party provides written notice of non-renewal to the other Party not less than one hundred eighty (180) days prior to the end of the then-current term.

(c) **Total Term.** The initial term and the Renewal Term together provide for two (2) consecutive ten (10) year terms.

## 4. Traffic Signal

The Developer shall, at its sole cost and expense, design, permit, and install a new traffic signal at the Church's entrance off Ridgewalk Parkway (the **"Signal"**), subject to obtaining all required approvals from the Georgia Department of Transportation, Cherokee County, and/or the City of Woodstock, as applicable. The Developer shall coordinate the design and operation of the Signal with the Church so that the Church is able to use and control the Signal to manage Sunday-morning traffic at its entrance.

## 5. Paving and Maintenance of the Parking Lot

The Church shall be responsible for paving the Parking Lot in a condition suitable for Event parking. Following completion of the paving, the Church shall be responsible for the ongoing repair and maintenance of the Parking Lot, ordinary wear and tear excepted, except as otherwise provided in Sections 8 and 9 with respect to Event-day operations and clean-up.

## 6. Up-Front Payment

The Developer shall pay the Church a one-time payment of **Seventy-Five Thousand and 00/100 Dollars ($75,000.00) (?)**, to be applied by the Church toward the cost of paving the Parking Lot. Such payment shall be made within thirty (30) days following the issuance of the LDP for the paving, or on such other date as the Developer and the Church may agree in writing.

## 7. Ongoing Use Fee

For each use of the Parking Lot for an Event, the DDA shall pay the Church a use fee of **Two Hundred Fifty and 00/100 Dollars ($250.00) per use (?)** (the "Use Fee"). The Use Fee is intended to be reimbursed to the DDA by the Sponsor of the applicable Event, primarily Georgia Impact Soccer. The DDA's obligation to pay the Use Fee to the Church shall not, however, be contingent upon the DDA's receipt of reimbursement from the Sponsor.

## 8. Insurance

(a) **Coverage.** Throughout the term of this MOU, the DDA shall maintain, or cause to be maintained, commercial general liability insurance covering its use of the Parking Lot for Events, with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, together with such other coverage as is reasonable and customary for activities of this nature. Coverage may be satisfied through the DDA's own policies, through the Sponsor's policies, or through a combination thereof.

(b) **Additional Insured; Certificates.** The Church shall be named as an additional insured under such liability coverage with respect to Event use of the Parking Lot. The DDA shall furnish the Church with a certificate of insurance evidencing the required coverage upon request and prior to the first Event use of the Parking Lot.

## 9. Event-Day Operations

(a) **Parking Attendants.** The Sponsor of each Event shall provide a sufficient number of parking attendants to direct vehicular traffic within the Parking Lot and to safely direct pedestrians between the Parking Lot and The Pitch.

(b) **Clean-Up.** Following each Event, the Sponsor shall be responsible for walking the Parking Lot and collecting and properly discarding any trash or debris, leaving the Parking Lot in substantially the same condition as before the Event.

## 10. Coordination of Schedules

On a semi-annual basis, representatives of Georgia Impact Soccer, the DDA, and the Church shall meet to coordinate Event and Parking Lot schedules. Events held at The Pitch that rely on the Parking Lot shall be limited during the month of December in order to avoid contributing to seasonal traffic at the nearby outlet mall and to avoid conflicts with the Church's December activities. The Parties shall cooperate in good faith to schedule Events so as to avoid conflicts with the Church's services and other campus activities.

## 11. General Provisions

(a) **Nature of MOU.** This MOU reflects the Parties' mutual understanding and serves as the framework for their parking arrangement. The Parties intend the commercial terms set forth herein—including those relating to payment, insurance, and indemnification—to be honored as written, and they may, if they elect, memorialize these terms in a further definitive agreement. [Confirm with counsel whether the Parties intend this MOU to be legally binding in whole or in part.]

(b) **Indemnification.** To the fullest extent permitted by law, the DDA and the Sponsor shall indemnify, defend, and hold harmless the Church and its officers, directors, employees, and volunteers from and against claims, damages, and liabilities arising out of the use of the Parking Lot for Events, except to the extent caused by the Church's own negligence

or willful misconduct. Any indemnification obligation of the DDA is subject to applicable limitations of Georgia law governing public authorities.

(c) **Notices.** All notices under this MOU shall be in writing and delivered to the Parties at the addresses set forth beneath their signatures, or to such other address as a Party may designate in writing.

(d) **Assignment.** No Party may assign its rights or obligations under this MOU without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(e) **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict-of-laws principles.

(f) **Entire Understanding; Amendment.** This MOU constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior discussions. It may be amended only by a written instrument signed by the Parties.

(g) **Counterparts.** This MOU may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

## Signatures

**IN WITNESS WHEREOF,** the Parties have executed this MOU as of the Effective Date, and the Developer and the Sponsor have joined for the limited purposes set forth herein.

**WOODSTOCK CITY CHURCH**
*Owner / Lessor*

By: _____
Name: _____
Title: _____
Date: _____

**WOODSTOCK DOWNTOWN DEVELOPMENT AUTHORITY**
*User / Lessee*

By: _____
Name: _____
Title: _____
Date: _____

**FREESTONE REAL ESTATE**
*Developer — joined for the limited purposes of Sections 4 and 6*

By: _____
Name: _____
Title: _____
Date: _____

**GEORGIA IMPACT SOCCER**
*Sponsor — joined for the limited purposes of Sections 7, 8, 9, and 10*

By: _____
Name: _____
Title: _____
Date: _____

# THE PITCH

## Development Agreement Framework

*Woodstock, Georgia*

**DRAFT — FOR DISCUSSION PURPOSES ONLY**

Prepared: May 11, 2026

Parties: Freestone (Developer) • Georgia Impact (Club) • City of Woodstock DDA

# 1. Background & Purpose

This Framework Agreement (the "Agreement") establishes the obligations, timelines, and deliverables among the three principal parties for the mixed-use development known as The Pitch, located in Woodstock, Georgia. The Agreement is contingent upon approval of the applicable zoning request and shall be formalized into a binding Development Agreement and Master Declaration prior to the issuance of any land disturbance permits.

The Project encompasses approximately 12.8 acres and includes a professional-quality soccer stadium, commercial retail buildings, multifamily residential units, and associated infrastructure. The parties intend for The Pitch to serve as a civic and athletic destination that activates Downtown Woodstock and supports professional and semi-professional soccer in the region.

## 1.1 Parties

| Party | Role | Contact / Entity |
|---|---|---|
| Freestone | Developer | Joe Knight, joe@freestonere.com |
| Georgia Impact | Club / Operator | Shane Moore, s.moore@gaimpact.com |
| City of Woodstock DDA | Public Authority | Brian Stockton, bstockton@woodstockga.gov |

## 1.2 Project Overview

- Total site: approximately 12.8 acres in Woodstock, Georgia
- Soccer Stadium for 1,000 fans in Phase 1 and 2,500 fans in Phase 2
- Commercial buildings consistent with approved site plan
- Multifamily with 185 Units

# 2. Conditions Precedent — All Parties

The following obligations apply jointly to all parties and must be satisfied as prerequisites to proceeding with construction:

## 2.1 Development Agreement & Declaration

- An executed Development Agreement, Master Declaration and Parking Agreement among Developer, Club, and DDA must be in place prior to issuance of any land disturbance permits (LDPs).
    - **Timeline:** 365 days from date of zoning approval.

### 2.2 Zoning Reversion Clause

- If the Development Agreement isn't executed and the Developer hasn't applied for an LDP within 365 days of zoning approval, the approved zoning shall automatically revert to its prior classification.
    - **Timeline:** 365 days from date of zoning approval.

---

## 3. Freestone (Developer) — Obligations & Deliverables

### 3.1 Land Acquisition

- Freestone shall purchase and take title to the full 12.8-acre Project site.

### 3.2 Development Agreement and Master Declaration

- Freestone shall assist the DDA in drafting a Development Agreement and Master Declaration among the Club, DDA, and Developer setting forth rights and responsibilities for the Project and the long-term operations of The Pitch.
    - **Timeline:** Execution of Development Agreement and Master Declaration within 365 days of rezoning.

### 3.3 Horizontal Development — Entire Site

Freestone shall manage the design, entitlement, and construction of all horizontal improvements across the full Project site, including:

- Rough grading of the entire property
- Installation of all utilities (water, sewer, electric, telecom)
- Stormwater management systems
- Site walls as required by approved grading and site plans
- Parking lot for the retail/commercial portion of the Project
- Installation of a traffic light at the entrance to The Pitch, aligned with the exterior of Woodstock City Church, to serve as a signalized pedestrian crossing to the soccer stadium for events held at the soccer stadium
    - **Timeline:** Within 365 days of the rezoning, Freestone must apply for a LDP.

### 3.4 Stadium Pad Ready Site (~3 Acres)

Freestone shall deliver a pad ready site of approximately 3 acres for construction of the soccer stadium. The pad ready condition shall include:

- Rough graded
- All utility stubs (water, sewer, electric, telecom) extended to the pad boundary
- Vehicular and pedestrian access constructed and operational
- Sufficient access for field construction, sports lighting, bleacher areas, and accessory buildings
- Upon acceptance, Freestone shall deed the stadium parcel to the DDA at no cost. This donation is mutually understood to be valued at $3.0 million.

- **Timeline:** Pad ready site must be accepted and deeded to DDA prior to issuance of any building permits for apartment buildings.

### 3.5 Commercial Buildings

Freestone and its partners shall manage the design, entitlement, and construction of commercial buildings consistent with the approved site plan.

- **Timeline:** If Freestone hasn't commenced construction on the commercial buildings by the time of issuance of the final CO for the multi-family, then Freestone will be obligated to donate the commercial land to the DDA at no cost to the DDA.

### 3.6 Multi-Family

Freestone and its partners shall manage the design, entitlement, and construction of the multi-family buildings consistent with the approved site plan and renderings.

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## 4. City of Woodstock DDA — Obligations & Deliverables

### 4.1 Long-Term Stadium Lease to Georgia Impact

- Upon receipt of the deeded stadium pad from Freestone, the DDA shall provide Georgia Impact with a long-term lease for the construction and ongoing operation of the soccer stadium on the DDA-owned parcel.
- The lease shall be contingent upon receipt of Georgia Impact's operational and funding plan, satisfactory to the DDA in its reasonable discretion.
  - **Timeline:** Lease shall be fully executed within 120 days of the stadium pad turnover from Developer to DDA.

### 4.2 Master Declaration

- DDA shall execute the Master Declaration with Developer and Club prior to issuance of LDPs.

### 4.3 Additional DDA Commitments

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## 5. Georgia Impact (Club) — Obligations & Deliverables

### 5.1 Operational & Funding Plan

- Prior to execution of the DDA lease, Georgia Impact shall deliver to the DDA a complete operational and funding plan demonstrating financial capacity and a viable operations model for the stadium.

### 5.2 Stadium Design & Construction — Two-Phase Delivery

### Phase 1 — Minimum Operational Stadium

Georgia Impact shall manage the design, entitlement, and construction of Phase 1, which shall include at minimum:

- Natural or synthetic turf field meeting standards for professional and amateur play
- Irrigation system (if needed)
- Sports lighting consistent with professional play standards
- Minimum seating capacity of 1,000 spectators (movable/temporary bleachers are acceptable in this phase)
- Scoreboard
    - **Timeline:** Phase 1 shall be substantially complete within 365 days of the donation of the land to the DDA.

### Phase 2 — Permanent Stadium

Georgia Impact shall complete Phase 2, which shall include at minimum:

- Permanent fixed bleachers with a minimum seating capacity of 2,500 spectators
- Press box
- Permanent restroom facilities
- Utility and locker room building
    - **Timeline:** Phase 2 shall be substantially complete within 730 days of Phase 1 completion.

## 5.3 Stadium Operations

- Georgia Impact shall operate the stadium and/or lease to a minimum of one (1) professional and two (2) semi-professional soccer teams.
- Georgia Impact shall host a minimum of thirty (30) total ticketed soccer matches each calendar year at the stadium.

## 5.4 Parking & Traffic Management

- Georgia Impact shall maintain an ongoing agreement with Woodstock City Church for use of church parking facilities to manage parking and traffic operations for all events.
- The parking agreement shall be a long-term arrangement with the Church to allow for all event parking in the church's parking lot.
- Georgia Impact shall pay for a traffic controller to monitor the retail parking lot during event dates to prevent event parking from taking retail parking.

## 5.5 Performance Escrow Account

- Upon execution of the donation of the land to the DDA, Georgia Impact shall deposit $750,000 in a performance escrow account with will be overseen by a third-party escrow agent and the DDA. The money in the escrow account must be solely for the development of the soccer stadium. If in the event, Georgia Impact elects to stop construction, walk away or doesn't meet the timeline, the DDA will have the ability to use the money in the escrow account to construct the field.

### 5.6 Regional Event Solicitation

- Georgia Impact shall partner with Visit Woodstock GA to actively solicit and bid on statewide and regional soccer events that can be hosted at the stadium.

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## 6. Master Declaration

A Master Declaration shall be drafted and executed by all three parties prior to issuance of any LDPs. The Master Declaration shall address, at minimum:

- Ownership, easement, and access rights across the Project site
- Maintenance responsibilities for shared infrastructure (parking, stormwater, access drives, landscaping)
- Long-term governance structure for The Pitch as a mixed-use development
- Event management protocols, including parking, traffic, and noise
- Default and cure provisions applicable to long-term operations
- Rights of first offer/refusal among parties for any sale or transfer of interests

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## 7. Default & Remedies

The following default provisions apply to each party's obligations under this Agreement:

### 7.1 Zoning Reversion

- Failure by all parties to execute the Development Agreement and apply for an LDP within 365 days of zoning approval shall result in automatic reversion of the zoning to its prior classification.

### 7.2 Developer Default

- If Freestone fails to deed the stadium pad to the DDA by the required deadline, no building permits shall be issued for apartment buildings until the land is donated.
- If Freestone fails to comply with the commercial building construction timeline, Freestone shall be obligated to donate the commercial land to the DDA at no cost to the DDA.

### 7.3 Club Default

- If Georgia Impact fails to complete Phase 1 within 365 days of pad turnover, the DDA may draw on Georgia Impact's Performance Escrow Account.
- If Georgia Impact fails to complete Phase 2 within 730 days of Phase 1 completion, it shall constitute an operational default subject to cure provisions, including termination of the lease.
- Failure to maintain the minimum annual match schedule (30 ticketed matches) shall constitute an operational default subject to cure provisions, including termination of the lease.

### 7.4 DDA Default

- Failure by the DDA to execute the long-term stadium lease with Georgia Impact within 120 days of pad turnover shall constitute a DDA default.

## 8. Master Timeline Summary

The table below summarizes key milestones, responsible parties, and triggering deadlines. All dates are relative to the applicable trigger event as noted.

| Milestone | Party Responsible | Deadline / Trigger | Consequence of Default |
|---|---|---|---|
| Development Agreement + Declaration executed | All Parties | 365 days from the rezoning. | No LDPs issued and zoning reversion |
| LDP Application | Freestone | 365 days from the rezoning. | Zoning reverts to prior classification |
| Long-term Parking Agreement with Woodstock City Church | Georgia Impact | LDP Application | No LDP issued |
| Stadium pad ready site deeded to DDA | Freestone | Issuance of Building Permit | No Building permit issued |
| Construction commenced on the commercial buildings. | Freestone | Issuance of CO for the Multi-Family | Donation of the commercial land to the DDA at no cost to the DDA. |
| DDA long-term lease executed with Georgia Impact | DDA | Within 120 days of stadium pad turnover | To be drafted |
| Phase 1 stadium complete (turf, lighting, 1,000 seats) | Georgia Impact | Within 365 days of donation of the soccer land to the DDA | Performance Escrow Account draw and default provisions apply |
| Phase 2 stadium complete (2,500 perm. seats, press box, etc.) | Georgia Impact | Within 730 days of Phase 1 completion | Subject to cure provisions of lease, including potential termination of lease. |

## 9. Open Items & Items for Further Negotiation

The following items remain to be resolved and inserted prior to execution of the binding Development Agreement:

- Performance Escrow Account terms for Georgia Impact (Section 5.5): draw conditions, issuing bank, exact events, cure period, payment schedule
- Church parking threshold — minimum attendee count that triggers the Woodstock City Church parking agreement (Section 5.4)
- DDA operational & funding plan requirements — minimum standards for Club's plan submission (Section 5.1)
- Parcel donation terms — legal description, timing, conditions
- Additional DDA incentives or commitments (Section 4.3)
- Default cure periods and notice requirements for all parties (Section 7)
- Master Declaration full draft
- Legal entity names and addresses for all three parties (party table, Section 1.1)

---

## 10. General Provisions

The following general provisions shall be incorporated into the binding Development Agreement:

- Governing Law: This Agreement shall be governed by the laws of the State of Georgia.
- Venue: Any disputes arising under this Agreement shall be resolved in Cherokee County, Georgia.
- Amendment: This Agreement may only be amended by a written instrument signed by authorized representatives of all three parties.
- Entire Agreement: This Framework and the resulting Development Agreement, together with the Master Declaration, constitute the entire agreement among the parties with respect to The Pitch and supersede all prior negotiations.
- Severability: If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- Counterparts / Electronic Signatures: This Agreement may be executed in counterparts, and electronic signatures shall be deemed valid.

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# Signature Page

IN WITNESS WHEREOF, the parties have executed this Development Agreement Framework as of the date first set forth below.

## FREESTONE (DEVELOPER)

Name: _____

Title: _____

Date: _____

## GEORGIA IMPACT (CLUB)

Name: _____

Title: _____

Date: _____

## CITY OF WOODSTOCK DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Name: _____

Title: _____

Date: _____

# Woodstock Knoll Sewer Capacity – Status Summary

*The Pitch Development | City of Woodstock, GA | Updated May 14, 2026*

## Background

The project must connect to the City of Woodstock sewer system via the Woodstock Knoll pump station. The City's checklist calls for a capacity study of the gravity sewer from the site all the way to the wastewater treatment plant. DCE's field assessment shows the pump station cycle rate stays well under the manufacturer's threshold with the proposed flows, so DCE's position is that only the gravity sewer between the site and the pump station needs to be surveyed – not the system between the pump station and the treatment plant. The City has not yet confirmed this reduced scope.

## Woodstock Knoll Pump Station Assessment

| Metric | Existing | Proposed | Notes |
|---|---|---|---|
| Pump cycles / hour | 6.4 | 8.3 | Flygt spec max = 30 cycles/hr |
| Avg inflow (Qavg) | 83.2 gpm | 129.9 gpm | From loading calculation |
| Peak inflow (Qi) | 207.9 gpm | 324.8 gpm | From loading calculation |
| Pump capacity (Qd) | 900 gpm | 900 gpm | Drawdown test: 896 gpm (P1), 859 gpm (P2) |

*Conclusion: With proposed flows, pump cycling rises from 6.4 to 8.3 cycles/hr – well under the Flygt-rated maximum of 30. The existing wetwell and pumps are adequate for the proposed development as-is, and since the pump rate does not increase, the force main and downstream system to the treatment plant should not require additional study.*

## Projected Sewer Flow Summary – The Pitch Development

| Land Use | Units | AADF (gpm) | Peak Hour (gpm) |
|---|---|---|---|
| Restaurants | 492 seats | 8.54 | 21.35 |
| Retail | 3,000 sf | 0.21 | 0.52 |
| Office | 6,200 sf | 0.43 | 1.08 |
| Assembly (Stadium) | 4,500 persons | 15.63 | 39.06 |
| Apartments (1 BR) | 130 units | 9.93 | 24.83 |
| Apartments (2 BR) | 88 units | 9.47 | 23.68 |
| Apartments (3 BR) | 18 units | 2.56 | 6.41 |
| **Total** | **67,350 gpd** | **46.77** | **116.93** |

## Open Items / Next Steps

- City to confirm the gravity sewer survey scope is limited to the site-to-pump-station segment.
- Field survey required at 55 manholes (horizontal location, invert elevations, pipe sizes, manhole top elevations); City has no as-builts or GIS data for these lines.
- City has no flow-meter data for the route; flows will need to be estimated absent metering.
- Meeting with the City to discuss next steps has been requested but not yet scheduled.

**From:** Diane Geeslin <
**Sent:** Sunday, August 2, 2026 2:21 PM
**To:** Robyn Adams
**Subject:** Fwd: Formal Notice

**CAUTION:** This message originated outside of the City of Woodstock mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.

---------- Forwarded message ---------
From: **Diane Geeslin** >
Date: Sun, Aug 2, 2026 at 12:26 PM
Subject: Formal Notice

Subject: Formal Notice of unmarked 19th Century Burials Across the Entire 13-Acre parcel of “The Pitch” Development (Reagan Street & RidgeWalk Pkwy) Letter One of a Continuous

Series.

Dear Mayor Caldwell and Members of the City Council,

I am writing to formally enter into the public record a critical historical preservation and legal concern regarding the 12.81- acre parcel proposed for “The Pitch” a mix- use stadium development. Please note that this communication is the first of several individual letters that I will be sending the city leadership throughout the week to detail exactly why “The Pitch “ development should be denied. Each letter with present distinct pieces of evidence and historical content to ensure full documentation of why this site is entirely unsuitable for construction.

I recently had a casual conversation with an African American gentleman whom I did not know previously and I did not obtain his name. However, during our conservation he shared vital historical information passed down by his grandfather. His grandfather explicitly stated that historic unmarked graves exist well outside the fenced perimeter of Enon Cemetery, specifically located deep in the woods and one his grandfather mentioned was anchored by a large natural boulder extending downward toward Rope Mill corridor. The geographic details align with the 13 acres now targeted for development.

To date, that developer has claimed that “no grave yards exist “ based on a minimal 30-foot boundary line check using a basic metal soil probe. As a matter of historical and archaeological science, that method is entirely useless across this property and fails to clear the land for development due to following facts:

The 1879 Railroad Division and Historic Layout:

Founded in 1837 Enon Cemetery served as the churchyard for Enon Baptist Church. In 1879, the arrival of the railroad physically severed the church from the graveyard, causing the congregation to relocate. The extensive surrounding 13-acre parcel- historically used for peripheral, segregated, and marginalized burial- was out off from the main hilltop church hub and left completely unprotected by modern fencing.

The Reality of 19th Century Minority Burial:

While affluent white families were buried on the flat crest hill with marble monuments, Black and Native Americans populations were historically relegated to the outer sections of the property. Following 19th century customs, their graves were marked with organic materials like wooden stakes, rocks or commemorative plantings (periwinkle) or natural

uncraved fieldstones.

Why the Probe and Minimal Buffer Trails: A soil probe is only designed to strike modern concrete vaults or steel caskets. In the 19th-century minority plots, bodies were in simple pine boxes or shrouds. After 150 years in Georgia high acidic red clay this wood and remains have entirely skeletonized into soft earth leaving nothing for a metal rod to “hit”. Skeletonized remains can last for many years. Furthermore, even if the developer extended the probe survey 50 feet outside the fence line it remains utterly meaningless, generations of heavy storm water runoff down hillsides have buried these older graves beneath deep layers of shifted soil and eroded clay across the Entire 13-acre parcel, far beyond any superficial boundary line or localized probe depth.

The Legal Mandate under Georgia Law:

Under Georgia law it is a felony to intentionally disturb or build over an abandoned or unmarked cemetery. Because historic minority graves were systematically denied stone monuments Georgia cemetery preservation explicitly recognize local community oral histories- such as the grandfather’s testimony shared with me as a primary legal evidence to halt development and protect these spaces. The lack of a formal name as a casual community tip does not diminish the legal weight under state archaeological guidelines, which prioritize the preservation of endangered historical sites.

Because the Woodstock City Council has successfully tabled The Pitch development, the City of Woodstock holds immediate authority and obligation to protect this land. I urge the City of Woodstock to enforce state law and mandate that the developer halt all plans and fund a comprehensive independent landscape assessment using Ground-Penetrating Radar (GPR) across entire 13 acre parcel- not just a superficial 30-foot or 50 - foot fence line boundary before any development or grading permits can be lawfully considered.

Woodstocks early minorities pioneers and laborers built the foundation of this city. We cannot allow their final resting places to be illegally bulldozed.

Thank you for your immediate attention on this urgent matter.

Please expect further individual letters detailing additional reasons for denial later this week.

Please add this to the official record and meeting agenda.

Sincerely

Diane Geeslin

**From:** Diane Geeslin
**Sent:** Sunday, August 2, 2026 10:50 PM
**Subject:** Second Installment

**CAUTION:** This message originated outside of the City of Woodstock mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.

Letter: Formal Zoning Objection and Evidence Submission

Project “The Pitch” Mixed Use and Soccer Stadium Development Federal Wetland Case number SAS-2018-00031

Mayor Caldwell and Members of City Council,

This document severs as my second Installment letter to formally place newly verified legal and environmental evidence into the permanent public record regarding the proposed 12.8 acre stadium and mix-use development known as “The Pitch”. The City Council must deny or immediately table this project due to fatal property title conflicts and documented

environmental violations that threaten the City with severe liability.

As detailed in my previous submission in official Open Records Request surfaced an independent ecological assessment conducted for this exact site by biologist Heidi Bailey with Cornu Ecology Group under Federal Case number SAS-2018-00031. This report explicitly confirms that three major features on the property-designated as W1(Wetland) W2(Wetland) 11 Tributary Stream-are federally jurisdictional water of the United States protected under section 404 of the Clean Water Act.

The developer's current site layout is drawn "barely outside" these lines to bypass federal mitigation fees and avoid the multi-year Army Corp permit process. However, this tight footprint creates to critical liabilities that the City cannot legally ignore.

1) The active 2003 YMCA Deed controls-The federally protected features under the SAS-2018-00031 are directly bound to a permanent legal easement executed and recorded in 2003, held by YMCA. Crucially an evaluation of county land records completed as of last week confirms that the legal deed to the easement corridor remains active, unamended, and firmly in YMCA hands. The current stadium plan represents a blatant infringement on recorded property rights.

2) Inevitable Clean Water Act Violations:

It is physically impossible to perform mass grading and lay the massive concrete foundations for 2,500 up to 5,000 seat stadium bowl on this tight 12.8 acre site without heavy machinery encroaching directly into W1 and W2 and 11 any mud, silt, or equipment tracking that crosses into federal zones with section 404 permit will trigger an immediate federal Stop Work Order, freezing construction and dragging the City into major regulatory mess.

The developer is playing a high-stakes game on land they do not fully control. The fact that the environment firm regional agents and developer are ducking outside inquiries confirms that this site plan hides a massive title and environmental liability.

My Formal Demand that council immediately stop this project from moving forward.

Place this in Formal Record keeping and place this in the agenda packet.

Sincerely,

Diane Geeslin

**From:** Diane Geeslin
**Sent:** Tuesday, August 4, 2026 12:30 AM
**Subject:** Three Party MOU

**CAUTION:** This message originated outside of the City of Woodstock mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.

Subject Urgent Concerns Regarding Lopsided Framework in Three Party MOU
for "The Pitch"

Dear City Officials

This communication serves as my third installment letter regarding "The Pitch" soccer stadium following my previous correspondence. I am writing to reinforce my strong opposition to Memorandum of Understanding- (MOU) framework. While the developer paints a remarkably rosy outcome for this project, one has to wonder what reality is being obscured behind such an optimistic picture. This document clearly defines what each investor holds to what is needed, permanently locking in the obligations, risk, and financial distribution of the parties involved as written, this framework places an unfair burden and excessive liabilities on local taxpayers while disproportionately protecting and enriching

private entities.

Components by Component Breakdown of Project Vulnerabilities.

The 2028 Infrastructure Delay vs. Current Over-Development

The GDOT Diverging Diamond Interchange (DDI) meant to fix the RidgeWalk bottleneck is not slated to begin construction until 2028. Meanwhile, massive high-density developments are already active on the city's books, with the colossal Woodstock Mill District heading toward final completion; Dumping a targeted 5,000- seat stadium complex into this grid before the states actual traffic infrastructure even breaks ground is planning for catastrophic local gridlock.

The Developer's Biased nearly 900 page Traffic Study:

I'am fully aware that the developer completed an extensive study last year-a document spanning nearly 900 pages of text and further growth projections. However, a developer funded study is inherently designed to justify the developer's project. Taxpayers will not accept a massive volume of corporate projections as a substitute for an independent, city commissioned public safety audit. This is especially true given how radically the infrastructure layout has shifted since last year, including the elimination of pedestrian Hawk beacon control signal.

Under-engineered High-Risk Traffic Infrastructure:

A basic Hawk pedestrian beacon was rightfully ruled out because the pedestrian risk was far too high. However,  replacing it with standard signal next to an active railroad line, and Highway 5 is an engineering failure waiting to happen. This intersection requires specialized, tailored-preemption technology to prevent cars from being trapped on the tracks when a train approaches. This can be a complex $500,000 engineering project, yet the developer is treating it like a standard, low cost fix while the city inherits the ultimate public safety liability.

The $750,000 Default Trap:

The framework mandates that Georgia Impact Soccer club set aside $750,000 to forfeit if the operation goes under. This clause proves the project to highly speculative. If the stadium fails and the DDA absorbs the property, this small amount will nowhere near cover the long-term structural maintenance, operational, deficits, or public liabilities of a failed

commercial area.

Total Church Immunity and False Legal Security:

The draft explicitly waives liability for Woodstock City Church, claiming they hold no responsibility for harm or loss on their property. But the real-world lawsuits don't work that way. A piece of paper signed by DDA cannot stop an injured citizen or their family of the right to sue. Any good attorney will easily establish that the church played a knowing, active part in this arrangement by commercially leasing their lot for stadium profit. This clause provides a false sense of security, and when a lawsuit inevitably pierces the DDA policy-taxpayers will be left holding the bag.

Guaranteed Private Payouts:

The church secures a $75,000 lump sum for parking lot plus $250 and up per event. They collect public backed benefits while holding zero legal or financial risk.

Unsecured Public infrastructure:

The developer (Freestone Realty) shifts traffic signal installation cost but builds few parking spaces the local code requires. The draft leaves critical overflow parking entirely dependent on a private church agreement rather than permanent, guaranteed public infrastructure.

While taxpayers shoulder the overarching DDA insurance policy the stadium's operational control and direct benefits are handed straight to Georgia Impact Soccer Club for their semi-professional sports teams.

Dismantling the Draft Form Excuse

I anticipate the administration defense that this document is only a draft form. However, we must be clear a draft provides the literal "bones" and trajectory of a deal. The fact these lopsided figures exist in writing proves that the negotiations starting direction flavors private profit over public protection or consideration.

Formally Requested Actions:

Before this framework proceeds I demand that the City Council

Reject the MOU; Strip all public liability cushions from draft

2) Deny all variances

Force the developer to build 100% of code required infrastructure and parking on site.

Let me be entirely clear: this opposition is not against the sport of soccer but against this specific location.

Please put this in official record keeping and apply it to the agenda.

Sincerely,

Diane Geeslin

**From:** Robyn Adams
**To:** Melissa Sigmund
**Subject:** FW: YMCA Property (RidgeWalk Parkway)
**Date:** Tuesday, August 4, 2026 2:13:17 PM
**Attachments:** image001.png

**Robyn Adams**
**City of Woodstock**
City Clerk & Administrative Services Director

O) 770-592-6000 ext. 1011
12453 Highway 92, Woodstock, GA 30188
www.woodstockga.gov

**From:** Diane Geeslin <4wingflyhigh@gmail.com>
**Sent:** Tuesday, August 4, 2026 2:11 PM
**To:** Michael Caldwell <mcaldwell@woodstockga.gov>; Robyn Adams <radams@woodstockga.gov>; Rob Usher <rusher@woodstockga.gov>; Brian Wolfe <bwolfe@woodstockga.gov>; Warren Johnson <wjohnson@woodstockga.gov>; Colin Ake <cake@woodstockga.gov>; David Potts <dpotts@woodstockga.gov>; Tracy Collins <tcollins@woodstockga.gov>; Planning <planning@woodstockga.gov>
**Subject:** YMCA Property (RidgeWalk Parkway)

**CAUTION:** This message originated outside of the City of Woodstock mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.

Dear Mayor, Council Members, and City Staff

Installment 4

The Property:

The 12-acre tract off of RidgeWalk Parkway which was transferred to YMCA of Metro Atlanta along with all historical land liabilities attached to it. Notably, the YMCA has held this property under a non-tax-exempt status for over twenty years and stands to make millions of dollars off the current transaction.

The Transaction Contradiction:

While the YMCA prepares to walk away with millions from a property they held as a taxable

asset, the developer is currently positioning a “donation “ of 3 acres to Downtown Development Authority (DDA) as if it were a charitable gift to build a stadium on. A transactional gift should not be used to gloss over a 20-year history of unfulfilled public and vehicular infrastructure.

Because the YMCA’s corporate legal team has ignored my direct correspondence and deadlines, l’am bringing these facts to the city so this history is officially documented before any further development or permits are considered for this land.

Here is the history of the 2003 agreement signed between RidgeWalk Holding and Riverside Bank.

The Property: The 12-acre tract off of RidgeWalk Parkway which was later transferred to the YMCA of Metro Atlanta along with a historical land liabilities attached to it.

The Access Obligation:

In 2003 RidgeWalk Holding had accumulated debt to the  Riverside Bank in which  the two parties signed a legal binding agreement deeding a 12-acre property off of RidgeWalk Parkway over to the YMCA and in that legal agreement it required the construction by the YMCA to establish vital public and vehicular access to a piece of land that still to this day remains landlocked because that infrastructure was never built.

The Monument & Payment Term:

The 2003 contract also mandated that a monument be erected by the YMCA on the property and tied a $100,000 completion payment to RidgeWalk Holding by YMCA directly to the fulfillment of the terms.

The Strict Timeline:

The contract explicitly stated that “Time is of the Essence” and mandated that the infrastructure and monument and financial terms be fully executed and completed before 2008.

The Unresolved Status:

The 2008 deadline passed, that Required public and vehicular access road was never delivered and land remains landlocked. Because the YMCA refused to communicate, the

fulfillment status of these infrastructure, monument, and financial obligations remain entirely unverified. What I assume is at that time this agreement was put together it was to come off as a setup for YMCA youth programs but that was never fulfilled and the agreement was never met.

As of last week the YMCA holds the title to this land, meaning they hold the responsibility for legal agreements and restrictions attached to it.

They should not be granted a clean slate to develop or alter the property while these historic access and contract requirement remain open question.

The written contract terms speak for themselves. The burden of proof is not one for me to figure out what happened; it is on the YMCA and the city to look up the records and publicly explain how and when these obligations will be properly resolved.

Please put this Formal Record keeping on placed on the agenda.

Sincerely

Diane Geeslin

**ORDINANCE No. 2026-XXX**

**CITY OF WOODSTOCK ZONING ORDINANCE**

**CASES Z#167-26 and CUP#094-26**

**REZONING** property consisting of tax parcel 15N17001A in Land Lots 878, 879, 922 & 923 of the 15th District of Cherokee County, Georgia, totaling ± 12.81 acres, located northeast of Ridgewalk Parkway and southeast of Reagan St, in Woodstock, Georgia, 30188, from NC (Neighborhood Commercial) to GC-VMU (General Commercial-Vertical Mixed Use) and maintaining the existing Ridgewalk Overlay District designation.

**WHEREAS,** the City of Woodstock (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 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 law, and which are not inconsistent with the Constitution or any charter provision applicable thereto; and

**WHEREAS**, the Mayor and Council of the City of Woodstock have determined that rezoning the above identified property would be in the best of interest of the property owners of the area and of the citizens of the City of Woodstock; and

**WHEREAS**, said rezoning request application is and has been accessible to members of the public who are, or may be, affected by it, having been kept and maintained for public inspection during the normal business hours at Woodstock City Hall, and notice of intent to take action having been published in the Cherokee Tribune, a newspaper of general circulation within the territorial boundaries of the municipality of the City of Woodstock, for a period of at least fifteen (15) days prior to but no more than forty-five (45) days prior to the public hearing date; and

**WHEREAS,** the governing authority of the City of Woodstock has read and considered the proposed rezoning request;

**NOW THEREFORE, BE IT RESOLVED AND ORDAINED** by the Mayor and Council of the City of Woodstock that the aforesaid rezoning request shall now and hereafter be maintained for public inspection during the normal business hours at the City Hall under the custody of the City Clerk of the City of Woodstock; and

**NOW THEREFORE, BE IT RESOLVED AND ORDAINED** by the City of Woodstock,

Georgia, by the lawful authority vested in them that the property more particularly described on Exhibit “A” attached hereto and made a part hereof by reference is hereby designated as zoning designation GC-VMU (General Commercial-Vertical Mixed use) with the Ridgewalk Overlay District Designation. Said rezoning is defined and regulated by the City of Woodstock Land Development Ordinance and is subject to the Approvals and Conditions of Zoning attached hereto as Exhibit “B” and made a part hereof by reference. The rezoning of said property as provided herein shall take effect upon annexation of same by the City Council.

**Date of Public Hearing**: April 27, 2026

**Advertisement**: Cherokee Tribune: March 12, 2026 & March 19, 2026

**APPROVED, ADOPTED, AND ENACTED** this 14th day of September, 2026.

_____
Michael Caldwell, Mayor
City of Woodstock, Georgia

_____
Robyn Adams, City Clerk (Municipal Seal)
City of Woodstock, Georgia

**EXHIBIT "A"**

**Area to be Rezoned**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 850 and 879 of the 15th District, 2nd Section of Cherokee County, Georgia. and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at an aluminum monument found at the common land lot comer of Land Lots 851, 806, 807 and 850 of Cherokee County, Georgia; running thence along the west land lot line of Land Lot 850 South 01 degrees 14 minutes 22 seconds West, a distance of 404.77 feet to an iron pin found (1.5 inch rod); thence leaving the west land lot line of Land Lot 850 and running South 51 degrees 29 minutes 41 seconds East, a distance of 248.60 feet to an iron pin found (1.5 inch open top pipe); running thence South 62 degrees 54 minutes 02 seconds East, a distance of 215.18 feet to an iron pin found (1.5 inch rod); running thence South 53 degrees 59 minutes 08 seconds East, a distance of 165.48 feet to an iron pin found (1.5 inch open top pipe); running thence South 68 degrees 21 minutes 29 seconds East, a distance of 18.93 feet to an iron pin set and the TRUE POINT OF BEGINNING; running thence South 68 degrees 21 minutes 29 seconds East, a distance of 709.15 feet to an iron pin set; running thence South 58 degrees 14 minutes 53 seconds East, a distance of 138.61 feet to an iron pin found (½ inch rebar) at the common land lot corner of Land Lots 850, 849, 880 and 879; running thence South 43 degrees 33 minutes 06 seconds West, a distance of 837.20 feet to an iron pin set; running thence North 46 degrees 43 minutes 32 seconds West, a distance of 792.45 feet to an iron pin set; running thence North 43 degrees 25 minutes 49 seconds East, a distance of 548.08 feet to an iron pin set and the TRUE POINT OF BEGINNING.

Said property is comprised of 12.8097 acres and is more particularly shown on that certain Boundary Survey for YMCA of Metropolitan Atlanta, Inc. and Chicago Title Insurance Company prepared by David A. Burre Engineers & Surveyors, Inc., David A. Burre, Georgia Registered Land Surveyor No. 1965, dated May 27, 2003.

## EXHIBIT "B"

## Approvals of Zoning

1. Approve Rezoning of property to GC-VMU, maintaining Ridgewalk Overlay District.
2. Approve Conditional Use Permit to allow multi-family residential uses, and to allow residential uses on the first floor of buildings (LDO Section 7.506.23).
3. Approve Variance to LDO Section 7.805.3.b to allow more than two rows of parking between a primary structure and any streets.
4. Approve Variance to LDO Chapter 7, Article 5 [7.511-7.521] to allow the numbers and locations of parking and loading spaces per the provided plans.

## Conditions of Zoning

1) The project shall be limited to a maximum of 185 multi-family residential rental units (i.e. apartments).
2) The Development Agreement between the DDA, Developer, and the Georgia Impact soccer club shall be executed within (1) year of approval of this rezoning. If the Development Agreement is not executed within the (1) timeframe, all entitlements included in this package (Rezoning, CUP, Variances) shall be immediately null and void and the zoning of the property shall revert to Neighborhood Commercial without any required notification or Council approval process.
3) Eastbound left turn lane on Ridgewalk Parkway shall be installed by the developer with other site infrastructure.
4) Final agreement for water and sewer service delivery shall be executed prior to Site Plan application package.
5) Development shall develop and remain in substantial compliance with the conceptual site plans and renderings attached hereto as Exhibit C and hereinafter referred to as the "Concept Plans." The site plan included in the Concept Plans shall prevail for matters of site layout. Where the zoning code conflicts with the substantial compliance requirement, the zoning code will be enforced except where explicit variance or administrative relief has been granted in writing by Mayor and City Council or the DPC. The aforementioned notwithstanding, all site plans submitted to the City for review shall comply with all adopted building and fire safety requirements. Exterior elevations for all buildings shall be provided with the Site Plan application package for consistency review with the approved Concept Plans.

a. If amendments or modifications are requested by the Developer, the Community Development Director shall determine at their sole discretion: (1) whether the requested amendment or modification is minor; and (2) whether the requested amendment or modification is consistent with the approved project. If the Director finds that it is both minor and consistent, the amendment shall be determined to be an “Administrative Amendment,” subject to review and approval by the DPC.

   No administrative amendment will be effective until after thirty (30) days’ notice to the City Council and posting in the same manner as agendas. If any member of the City Council requests amendment within the 30-day notice period, then the administrative amendment will not be effective unless there is a final determination approving it. In the event Council requests consideration of an administrative amendment, staff will agendize the matter for Council discussion.

b. Any written request by the Developer for an amendment that is determined by the Community Development Director to be either: (1) not minor, or (2) inconsistent with the approved project, shall be determined not to be an Administrative Amendment and shall be subject to review by the City Council.
c. If applicant disagrees with decision by Community Development Director, applicant may appeal said decision to City Council in accordance with LDO Section 10.162.
d. Changes in the use of specific exterior building colors may be considered minor changes if deemed consistent with the approved design style from the Concept Plans.

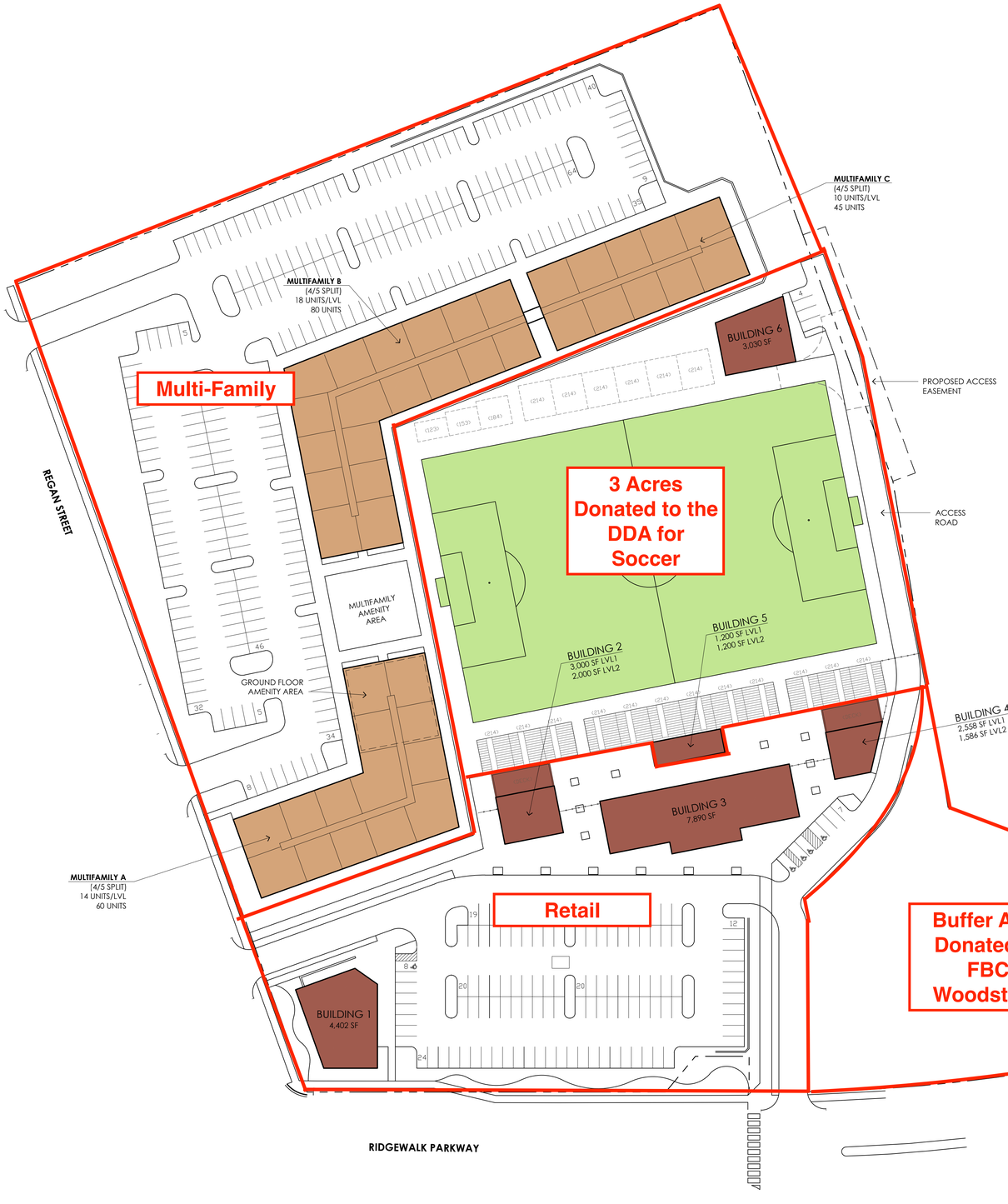
6) All required on and off-site infrastructure for the project shall be completed in a single phase. The Site Plan application package shall include all infrastructure improvements for the entirety of the project, including but not limited to, all parking, grading, drainage, landscaping, and utilities. All infrastructure improvements shall be completed before the first Certificate of Occupancy can be issued for any buildings on the site.
7) Restroom facilities to serve the initial soccer stadium capacity must be provided and designed as public restrooms outside of any suites for retail, restaurant, or other commercial uses in accordance with applicable code.
8) A comprehensive sign program shall be submitted to the Community Development Department at the time of first Site Plan submittal. The plan shall indicate signage type and location proposed, identify materials used in the composition of signs, indicate engineering specifications for fixture

to buildings/walls, and the size (in square feet) of any signage proposed. The sign program shall be subject to sign waiver review and shall be appealable to City Council.

9) The total square footage of the proposed commercial (retail, office, and restaurant) buildings shall be consistent with the Concept Plan.
10) Hours of operation for events on the outdoor field including lighting and noise shall be addressed in the private lease agreement between the DDA and tenant.
11) Outdoor amplified sound shall be limited to between the hours of 7:00am to 11:00pm.
12) No fencing shall be required along Ridgewalk Parkway. However, a decorative streetscape design shall be provided, consisting of some combination of shrub hedgerows, columns, fences, or other landscape features. Any decorative streetscape elements shall be specifically approved by the DPC during site plan review for consistency and compatibility with the renderings and design concepts included as exhibits to this approval.
13) An approved plan for pedestrian access across Ridgewalk Parkway to the ancillary parking at Woodstock City Church, as well as an executed parking agreement between the development and Woodstock City Church must be submitted and approved at or before Site Plan submittal.
14) 6’ Privacy fence or minimum 10’ wide opaque buffer of evergreen trees shall be installed along the shared property line with the Ridgewalk Landing Subdivision located to the northeast of the site.
15) No trash service or deliveries shall occur between the hours of 10:00pm and 6:00am.
16) If any human remains are found during grading, work must stop immediately, and the County Coroner, the City, and the adjacent cemetery must be alerted.

**EXHIBIT "C"**

CONCEPT PLANS




## MULTIFAMILY SITE DATA

| | #UNITS | AREA |
|---|---|---|
| BUILDING A | 60 | 83,667 SF |
| BUILDING B | 80 | 96,870 SF |
| BUILDING C | 45 | 55,138 SF |
| **TOTAL** | **185** | **235,675 SF** |

**UNIT BREAKDOWN**

| | % | QTY | PARK REQ | # REQ |
|---|---|---|---|---|
| 1 BR | 50% | 92.5 | 1/UNIT | 92.5 SP |
| 2 BR | 40% | 74 | 1.5/UNIT | 111 SP |
| 3 BR | 10% | 19 | 2/UNIT | 37 SP |
| **TOTAL** | | **185** | | **241 SP** |
| **TOTAL PARKING PROVIDED** | | | | **278 SP** |
| | | | | 1.503 /UNIT |

## COMMERCIAL SITE DATA

| | | USE | AREA | PARK REQ | # REQ |
|---|---|---|---|---|---|
| BUILDING 1 | | RESTAURANT | 4,402 SF | 7/ 1000 | 31 SP |
| BUILDING 2 | LVL1 | RETAIL | 3,000 SF | 1/ 250 | 12 SP |
| | LVL2 | OFFICE | 2,000 SF | 1/ 300 | 7 SP |
| BUILDING 3 | | RESTAURANT | 7,890 SF | 7/ 1000 | 55 SP |
| BUILDING 4 | LVL1 | OFFICE | 2,558 SF | 1/ 300 | 18 SP |
| | LVL2 | OFFICE | 1,586 SF | 1/ 300 | 11 SP |
| BUILDING 5 | LVL1 | FIELD | 1,200 SF | N/A | 0 SP |
| | LVL2 | FIELD | 1,200 SF | N/A | 0 SP |
| BUILDING 6 | | FIELD | 3,030 SF | N/A | 0 SP |
| **TOTAL** | | | **26,866 SF** | | **134 SP** |
| **TOTAL PARKING PROVIDED** | | | | | **134 SP** |

SITE PLAN

NORTH 0' 10' 25' 50'

PLACE MAKER DESIGN

| REV # | DATE | DESCRIPTION |
|---|---|---|
| --- | --- | --- |

**THE PITCH**
RIDGEWALK PARKWAY
WOODSTOCK, GEORGIA

**FREESTONE REAL ESTATE**

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**PLACE MAKER DESIGN**
280 INTERSTATE NORTH CIRCLE
SUITE 510
ATLANTA, GEORGIA 30339
404.549.4499

| | |
|---|---|
| ISSUE DATE | 04/30/26 |
| DRAWN BY | TMV |
| CHECKED BY | TMV |
| PMD PROJ # | 25055 |

SHEET TITLE

SITE PLAN

SHEET # **SP.03**


THE PITCH
Woodstock, Georgia
PLACE MAKER DESIGN


THE PITCH
Woodstock, Georgia
PLACE MAKER DESIGN


CARTA ROJA
THE PITCH
Woodstock, Georgia
PLACE MAKER DESIGN


MARKET
HOME SLICE
THE PITCH
Woodstock, Georgia
PLACE MAKER DESIGN


CLUBHOUSE STORE
GAME FLAME
THE PITCH
Woodstock, Georgia
PLACE MAKER DESIGN




# THE PITCH

Woodstock, Georgia

PLACE MAKER DESIGN


THE PITCH
Woodstock, Georgia
PLACE MAKER DESIGN

**AGENDA ITEM NO. 11.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Robyn Adams, City Clerk |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | MINUTES APPROVAL |
| **SUBJECT:** | **Consideration of Approval to Adopt Council Meeting Minutes - August 24, 2026** |

**SUGGESTED ACTION:**

**ATTACHMENTS:**
Council Meeting Minutes 8.24.26 Final.pdf

**City Council Meeting**
**The Chambers at City Center**
**8534 Main Street**
**(Main) 770 592-6000 (Fax) 770 926-1375**
**http://www.woodstockga.gov**

# ~MINUTES~

***Monday, August 24, 2026***

## City Council ~ 7:00 PM

**Attendees:** Mayor Michael Caldwell, Mayor Pro Tem Colin Ake, Council Member Warren Johnson, Council Member David Potts, Council Member Tracy Collins, Council Member Brian Wolfe, Council Member Rob Usher, City Manager Jeff Moon, Deputy City Manager Coty Thigpen, City Clerk Robyn Adams, City Attorney Alicia Argo, Police Chief Roland Castro, Fire Chief Shane Dobson, Chief Financial Officer Ron Shelby, Chief Information Officer Katy Leggett, IT Engineer Caleb Fox, Community Development Director Melissa Sigmund, Human Resources Director Mindy Nobis, Capital Improvement Plan Administrator Chris Luly, Projects Manager Amanda Sutter, Communications and Marketing Manager Stacy Brown.

### ITEM 1) MEETING CALLED TO ORDER

- 7:00 PM Meeting called to order at The Chambers at City Center, 8534 Main Street, Woodstock, GA.
- Mayor Pro Tem Colin Ake led the group in The Pledge of Allegiance and Pastor Colby Chester with First Baptist Church of Woodstock delivered the invocation.

### ITEM 2) ANNOUNCEMENTS

**2.1) Announcements** (Administration)

Mayor Pro Tem Colin Ake read the announcements.

- City offices will be closed on Monday, September 7th in observance of Labor Day.
- The 2025 Woodstock Scarecrow Invasion will take place in downtown Woodstock from October 1st through the 31st. Registration takes place on Tuesday, September 1st at the Woodstock Visitors Center. More information is available online at visitwoodstockga.com.
- The Brown Bag Concert Series takes place Thursdays in September from 12 to 1 p.m. in the Park at City Center. Bring a chair and pack a lunch or pick up takeout from a downtown restaurant and enjoy these free lunchtime concerts. Schedule available in the special events section of woodstockparksandrec.com.
- Visit Woodstock's Annual Taste of Woodstock will be Thursday, September 10th at the Woodstock Arts Event Green in downtown Woodstock. See the details including a list of participating restaurants at tastewoodstock.com

### ITEM 3) MEETING DECORUM

- City Clerk Robyn Adams read the Meeting Decorum.

### ITEM 4) PUBLIC COMMENT

- *Mayor Michael Caldwell opened the Public Comment portion of the meeting.*

- *City Clerk Robyn Adams stated Gustavo Fernandez Vega, Steven Rogers, & Martha Jean Schindler signed up to speak.*
- *Mr. Vega spoke about his concerns with the Ansley Park case.*
- *Mr. Rogers spoke about data centers, stop signs on Putnam, and helping seniors.*
- *Ms. Schindler spoke about her concerns with the Ansley Park case.*
- *Mayor Michael Caldwell closed the Public Comment portion of the meeting.*

**ITEM 5) CONSENT**

**5.1) Ratify Purchase of Previously Completed Acquisition of Right-of-Way and Easements Associated with Parcel 3 - Market Street Extension** (Administration)

- Request for approval to ratify the purchase of the previously completed acquisition of 714.88 square feet of right of way and 337.52 square feet of temporary construction easement from Parcel 3 for the Market Street Extension roadway project.

**5.2) Ratify Purchase of Previously Completed Acquisition of Right-of-Way and Easements Associated with Parcel 1 - Neese Road Sidewalk Improvements** (Administration)

- Request for approval to ratify the purchase of previously completed acquisition of 2,810.42 square feet of right of way and 12,313.25 square feet of temporary construction easement from Parcel 1 for the Neese Road Sidewalk Improvement project.

**5.3) Ratify Purchase of Previously Completed Acquisition of Right-of-Way Associated with Parcel 2 - Neese Road Sidewalk Improvement Project** (Administration)

- Request for approval to ratify the purchase of previously completed acquisition of 29.16 square feet of right of way from Parcel 2 for the Neese Road Sidewalk Improvement Project.

**5.4) Accept Right-of-Way Dedication of Market Street Tract from South on Main, LLC (Market Street Extension Roadway Project)** (Administration)

- Request acceptance of Market Street tract from South of Main, LLC. South on Main, LLC has deeded the City 5,191 SF of right of way that includes a completed street segment. The street is fully constructed in this tract and will connect to the City's future Market Street Extension roadway project.

**5.5) Approve First Amendment to GTIB Agreement for Grant Program (Hub Transformation Key Extension / Towne Lake Parkway Widening)** (Administration)

- Request for approval of an amendment to the Georgia Transportation Infrastructure Bank (GTIB) grant agreement with the State Road and Tollway Authority (SRTA). The purpose of the amendment is to provide a time extension to the grant agreement in order to carry the grant through the contract completion date for the project which is 1/12/27. The extension for the grant is to 8/28/27. This is related to an accompanying amendment to a loan agreement for the same project.

**5.6) Approve First Amendment to GTIB Agreement for Loan Program (Hub Transformation Key Extension / Towne Lake Parkway Widening)** (Administration)

- Request for approval of an amendment to the Georgia Transportation Infrastructure Bank (GTIB) loan agreement with the State Road and Tollway Authority (SRTA). The purpose of the amendment is to provide an extension to the loan agreement in order to carry the loan through the contract completion date for the project which is 1/12/27. The extension for the loan is to 8/28/27. This is related to an accompanying amendment to extend the timing for a grant agreement.

**5.7) Approve Agreement with Kimley-Horn - Comprehensive Transportation Plan** (Administration)

- Request for approval of an agreement between Kimley-Horn and Associates and the City of Woodstock for providing professional services to support the development of the Woodstock Comprehensive Transportation Plan. The scope of services is provided in the letter of agreement included in the agenda packet.

**5.8) Approve Destruction of Records Per State Retention Schedule - Police, Fire, and Parks and Recreation** (City Clerk)

- Request for approval to destroy records in accordance with the State Retention Schedule. The list of records scheduled for destruction from the Police Department, the Fire Department, and the Parks and Recreation Department is included as part of the agenda packet.

**5.9) Approve Payment in Lieu of Construction Agreement for Ruisseau Development** (Administration)

- Request for approval of a payment of $24,444.00 from Ruisseau developers in lieu of the construction of required sidewalk and guardrail per the site plan approval. Funds will be utilized by the City for the adjacent Arnold Mill Road Trail project that is currently in design.

**5.10) Approve MAJBA JE 22025 to Fund Purchase of Fire Station 34 Furniture, Fixtures, and Equipment** (Fire)

- Request for approval to use Fire Bond reserves to fund the purchase of furniture, fixtures and equipment (FF&E) for Fire Station 34, Long Drive. Due to extended delivery times, there is a need to accelerate these purchases to meet the deadline of the Fire Station opening in December. This budget amendment will recognize the use of reserves in the Fire Station Bond fund.

- *Council Member David Potts made a motion to approve Consent Agenda Items 5.1-5.10*

- *Council Member Rob Usher seconded the motion.*

- *Motion carried (6-0)*

**ITEM 6) NEW BUSINESS**

**6.1) Consideration of Approval to Adopt the Calendar 2026 Maintenance and Operations Property Tax Millage Rate** (Finance)

- Request for approval to adopt the Calendar 2026 Maintenance and Operations Property Tax Millage Rate to be set at the calculated rollback rate of 5.13 mils as advertised. Chief Financial Officer Ron Shelby presented the information. Mr. Shelby explained with the Maintenance and Operations Millage Rate full rollback of 5.13 mils and the 2024 Parks Bond Debt Serv Millage Rate of .52 mils, the net total proposed millage at rollback is 5.65 mils.

- *Mayor Pro Tem Colin Ake made a motion to approve Item 6.1.*

- *Council Member David Potts seconded the motion.*

- *Motion carried (6-0).*

**6.2) Consideration of Approval to Adopt the Calendar 2026 Parks Bond Debt Service Property Tax Millage Rate** (Finance)

- Request for approval to adopt the Calendar 2026 Parks Bond Debt Service Property Tax Millage Rate at 0.52 mils to meet debt service needs, as advertised. Chief Financial Officer Ron Shelby presented the information. Mr. Shelby explained with the Maintenance and Operations Millage Rate full rollback of 5.13 mils and the 2024 Parks Bond Debt Serv Millage Rate of .52 mils, the net total proposed millage at rollback is 5.65 mils.

- *Council Member David Potts made a motion to approve Item 6.2.*
- *Mayor Pro Tem Colin Ake seconded the motion.*
- *Motion carried (6-0).*

**6.3) Consideration of A#132-26, 200 Dupree Road Annexation, Rezoning, and Associated Variances - Request to Remand to Planning Commission** (Community Development)

- Request for approval of the applicant's request to remand this item back to Planning Commission to allow additional information to be presented. The property owner is in agreement with this request. Community Development Director Melissa Sigmund presented the item. She stated at the applicant's request, staff is requesting that Council remand this case back to Planning Commission. If approved, the case would be scheduled for the November 5th Planning Commission Meeting and the November 16th Council Meeting.
- *Council Member Rob Usher made a motion to approve Item 6.3 remanding the case back to Planning Commission.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (6-0).*

*Mayor Michael Caldwell announced a 5-minute break.*

*Mayor Michael Caldwell called the meeting back to order.*

**Item 6.4 added as an action item after Executive Session.**

**6.4) Consideration of Approval of Condemnation of Right-of-Way for Paden Street Extension** (Administration)

- Request for approval of the condemnation of a portion of right-of-way from K&C Development & Construction Co. for the Paden Street Extension. City Manager Jeff Moon presented the item and explained that the parcel is a remnant piece of property. He noted that staff and the City's attorneys have completed the full legal process of investigation and notification, and the City needs this parcel in order to move forward with the Paden Street Extension project.
- *Mayor Pro Tem Colin Ake made a motion to approve Item 6.4.*
- *Council Member David Potts seconded the motion.*
- *Motion carried (6-0).*

**ITEM 7) OLD BUSINESS**

**7.1) Consideration of Approval of Event Green Renovation Project** (Administration)

- Request for approval to renovate the event green to include excavating/grading and installation of drainage and turf. The existing conditions of the event green are poor and cause concerns for public safety. Due to the urgent nature of this project Young Earth Systems is the low bidder of this project. City Manager Jeff Moon stated this was what was presented to Council at the Work Session. He stated the City would approve the expenditure using SPLOST VII reserve funds to cover the costs and the City would pay the contractor directly for the cost of the project.
- *Council Member David Potts made a motion to approve Item 7.1.*
- *Council Member Warren Johnson seconded the motion.*
- *Motion carried (6-0).*

**7.2) Consideration of Approval of MAJBA JE 22045 to Fund Event Green Renovation** (Parks and Recreation)

- Request for approval of MAJBA JE 22045 to use SPLOST VII reserves (parks and recreation undesignated funds) to fund the downtown event green renovation. This renovation includes excavation, grading, installation of drainage and turf and any other related work as necessary. Due to the poor conditions of the event green, there are public health and safety concerns therefore the urgency to complete this project now is imperative.
- *Council Member David Potts made a motion to approve Item 7.2.*
- *Council Member Brian Wolfe seconded the motion.*
- *Motion carried (6-0).*

**ITEM 8) MINUTES APPROVAL**

**8.1) Consideration of Approval to Adopt Council Meeting Minutes - August 10, 2026** (City Clerk)

- *Council Member Tracy Collins made a motion to approve Item 8.1 adopting the August 10, 2026 Council Meeting Minutes.*
- *Council Member Brian Wolfe seconded the motion.*
- *Motion carried (5-0) Mayor Pro Tem Colin Ake Abstained.*

**8.2) Consideration of Approval to Adopt Work Session Minutes - August 17, 2026** (City Clerk)

- *Mayor Pro Tem Colin Ake made a motion to approve Item 8.2 adopting the August 17, 2026 Work Session Minutes.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (6-0).*

**ITEM 9) DEPARTMENTAL REPORTS**

**9.1) Investment Report (July 2026)** (Finance)

**9.2) Information Technology Monthly Report (July 2026)** (IT)

**9.3) Communications Monthly Report (July 2026)** (Communications & Marketing)

**9.4) EOM Monthly Report (July 2026)** (Public Works)

**9.5) Public Works Monthly Project Status Update (August 2026)** (Public Works)

**9.6) Capital Projects Monthly Report (August 2026)** (Administration)

**ITEM 10) MAYOR AND COUNCIL COMMENTS**

**ITEM 11) CITY MANAGER STAFF COMMENTS**

- City Manager Jeff Moon stated he needs to request an Executive Session and staff anticipates adding an action item after the session.

**ITEM 12) EXECUTIVE SESSION – PERSONNEL, LITIGATION, REAL ESTATE**

- *Mayor Pro Tem Colin Ake made a motion to retreat into Executive Session.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (6-0).*

- *Council Member Rob Usher made a motion to return from Executive Session.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (6-0).*

*City Manager Jeff Moon requested that Council add an action item under New Business, Item 6.4, to consider the condemnation of a portion of right-of-way from K&C Development & Construction Co. for the Paden Street Extension Project.*

*Mayor Michael Caldwell requested a motion to add Item 6.4 to the agenda.*

- *Council Member Brian Wolfe made a motion to add Item 6.4 to the agenda.*
- *Council Member Rob Usher seconded the motion.*
- *Motion carried (6-0).*

**ITEM 13) FINAL ADJOURNMENT**

- *Council Member Tracy Collins made a motion to adjourn.*
- *Mayor Pro Tem Colin Ake seconded the motion.*
- *Motion carried (6-0).*

_____
Michael Caldwell, Mayor

_____
Robyn Adams, City Clerk

**AGENDA ITEM NO. 12.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 14, 2026 |
| **SUBMITTED BY:** | Brian Borden, Parks & Recreation |
| **ITEM TYPE:** | Departmental Reports |
| **AGENDA SECTION:** | DEPARTMENTAL REPORTS |
| **SUBJECT:** | **Parks And Recreation Monthly Report (July & August 2026)** |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
July Monthly Report 2026.pdf
August_Monthly_Report_2026.pdf

Woodstock Parks & Recreation Department
July 2026
Monthly Report

## 1. Administration:

- Recognized Employee Myia Little for her 2 Years of Service to the Parks & Recreation Department.
- Staff Conducted Interviews for Administrative Assistant 1 Position.
- Jamie Scott was promoted from PT Recreation Aide to Administrative Assistant 1.
- Heather Gaddis has been Training – Jamie Scott for new position.
- Staff worked with HR to post the vacant PT Recreation Aide position and scheduled Interviews.
- Staff attended the Parks and Recreation Appreciation Luncheon hosted by the City's HR Department.
- Staff attended Weekly Leadership Team Meetings.
- Brian and Heather attended Bi-Weekly Little River Site Meetings.
- Staff attended the Johnston Park Draft Master Plan Review Meeting.
- Heather Gaddis hosted Weekly 1:1 Meetings with her direct report staff.
- Staff attended the July 4th pre and post-race meetings.
- Staff attended the Post July 4th parade, Festival and Fireworks meeting.
- 
- Technology Advisory Committee Meeting

## 2. Park Project Update:

Little River Park Project Update:

- ICAN began framing at the Trickum restroom building and is waiting for materials to be delivered by Romtec.
- ICAN completed the framing of Woodland's restroom building.
- ICAN continued moving building materials from the Public Works storage yard to the project site.
- ICAN continued to pour the multi-use trails at the Woodland's open space field.
- ICAN completed the installation of the gravity sewer line at Trickum.
- ICAN began the installation of the 8" fire line at Trickum and is waiting on the vault and MJ saddle tee to be provided by CCWSA.
- ICAN poured the headwall at the Linear Corridor spillway crossing.
- ICAN installed the concrete storm drain on the main multi-trail at the Woodland's.
- ICAN extended the drainpipe at the northwest corner of Woodland's parking lot.
- ICAN completed the framing for the Trickum restroom.
- ICAN block filled and painted the restroom interiors at Trickum and Woodland's.
- ICAN continued moving building materials from the Public Works storage yard to the project site.
- ICAN continued the utility work at Trickum.
- ICAN demolished the existing sidewalk at the Linear Corridor.
- ICAN prep the subgrade for the remaining multi-use trail along the Linear Corridor.
- ICAN graded the trail connection from the parking lot to the lower field at Woodland's.

- ICAN trimmed the grass along the Linear Corridor.
- ICAN received the remaining restroom cedar plywood from Romtec on July 15th.
- ICAN continued moving building materials from the Public Works storage yard to the project site.
- ICAN set the 75' prefabricated bridge at the Linear Corridor.
- ICAN poured 150 lf of multi-use trail at the Linear Corridor.
- ICAN installed rebar on both bridges that connect the Linear Corridor to Trickum.
- ICAN poured the concrete deck on bridges that connect the Linear Corridor to Trickum.
- ICAN continued the utility work at Trickum.
- Site was limited due to substantial rainfall over the weekend and throughout the week.
- ICAN continued with MEP installation at both restroom structures.
- ICAN continued moving building materials from the Public Works storage yard to the project site.
- ICAN continued the utility work at Trickum and Woodland's.
- ICAN poured 180 LF of multi-use trail at the Linear Corridor.
- ICAN installed the irrigation at the Woodland's east circle.
- ICAN began backfilling around the multi-use trail circles at the Woodland's.
- ICAN began forming the multi-use trail sections with root bridging around the Trickum pond.

Rubes Creek Update:

- Sean and his team submitted the CLOMR (Certified Letter of Map Revision) to FEMA on April 30th. The FEMA still shows "Review In Progress", and with the 90 day timeframe they indicated on the application, that would be around Sept. 9. We will keep checking.

Buckhead Trail Crossing:

- Falcon Design received the borings report on July 31st. The report has been sent to their structural engineer for review. Sean and his team will get us an estimate on their timeframe for completion of the wall designs and bridge footings.

**Recreation Division**:

- Staff hosted the following recreation programs during the month of June:
    - AMPED in the Park with Orange Theory Fitness, although participation was low. I think this was partially due to the gym management changing over and information did not get shared about the event until later.
    - Discovering Pickleball had a good sign-up for July once again.
    - Adult Pickleball Practice and Play had the maximum participant registrations in July.
    - Therapeutic Recreation Walk/Roll/Run Club had good participation in July.

- Facility Rentals:

  - Field space rental at Dupree Park 0
  - Pickle Ball Court rental at Dupree Park 33
  - Pavilion Rental at Dupree Park 6
  - Tennis Court Rental at Dupree Park 20
  - Chambers Rental in May 2
  - Chambers Reservations Internal May 20 (Woodstock Arts Camp)

A) Demographics:

| | Registrations | Reservations | Memberships | Check-Ins | Profiles Created |
|---|---|---|---|---|---|
| All | 392 | 60 | 69 | 1701 | 146 |
| Residents | 110 | 52 | 24 | 577 | 30 |
| Non-Residents | 282 | 4 | 45 | 1124 | 116 |
| <18 | 18 | 0 | 0 | 0 | 9 |
| 18-65 | 83 | 46 | 5 | 19 | 93 |
| 65+ | 291 | 10 | 64 | 1628 | 44 |
| Male | 98 | 17 | 18 | 392 | 52 |
| Female | 294 | 39 | 51 | 1309 | 94 |
| | | | | | |
| Online | 210 | 35 | 13 | N/A | 129 |
| In Person | 182 | 21 | 56 | N/A | 17 |
| | | | | | |

**3. <u>Special Events</u>**:

- <u>July 4th Spectacular</u>
- 96 units in the parade.
- 6,400 came to watch the parade.
- 2,500 stayed to enjoy the festival.
- 1,263 runners in the Freedom Run.
- Best Holiday Float – PalmSet Pools
- Most Original Float – Dixie Speedway
- History & Heritage Award – Cherokee County Republican Party
- People's Choice Award – The Home Depot Woodstock
- Most Spirited Golf Cart – Reformation Brewery
- Most Spirited Jeep – David Adam Belanger
- Meeting to discuss the 2027 Freedom Run.
- Midnight Star Concert 3,400 in attendance.
- City Council Meeting – Trophies Awarded to Float Winners
- Post July 4th Spectacular and Christmas Jubilee Time Change Discussion
- Meeting with Freedom Run organizer, Tony Crawford to discuss 2027.

4. **Senior Center**:

- We had 1600 membership check-ins for the month of July and currently have 729 members! Myia is getting the hang of things, every day brings new adventures and ideas, and Margaret and Shelly have been especially helpful with showing her the ropes and giving suggestions. Myia also has been very helpful with giving suggestions and showing her support at the center.

- Myia and I picked up the bus from the Bus Center after having the rear A/C and a few other items serviced. Myia said that the A/C was blowing so well when she drove the bus back to the office that she had to turn it off as she was too COLD!

- We let the members know that the City increased the non-city residential rate to $35.00 which started July 1, 2026, for all members outside the Woodstock city limits**

- We had our monthly luncheon for July 4th on Friday July 10.

- We had a Summer Beach party hosted by Insurance and Other Red Tape and Centerwell Friday July 17

- Myia celebrated 2-year work anniversary with the City Wednesday July 22. The members went to Kia Production facility in West Point on the bus for the first time since it's been out of the shop. Nothing but good reports about the trip as a whole. Raquel stopped by for After Hours Karaoke that day as well. Myia joined in on the fun singing two songs during the event.

- We had a group of members that went to see Annie at Woodstock Arts Theatre Friday July 24

- Friday July 31, the members embarked on a trip to Stone Mountain for the boat tour. From what I've heard the boat tour was nice, however we hit a snag going to lunch and unexpected fee to enter the food hall which only 4 members were able to enter and enjoy a meal. Our bus drivers did their best to get everyone together.

| | |
|---|---|
| • Total senior Center Active Memberships | 729 |
| • Total Senior Check – Ins | 1,600 |
| • Total Senior Center Rentals | 0 |
| • Senior Center Club Meetings | 2 |

5. **Park Maintenance**:

- Staff came in and set up for Fourth of July parade and festival.
- Staff worked the 4th of July parade and festival.
- Staff assisted with the set up for 4th of July fireworks.
- Staff assisted Public Works with the tear down and clean up after 4th of July fireworks.
- Staff completed the set up, tear down and clean up after the July Concert.
- Staff replace broken boards on pedestrian bridge on Town Lake Pass trail.
- Staff cleaned Noonday Creek Trail after flooding.
- Staff cleaned Town  Lake pass trail after floating.
- Staff cleaned Rubes Creek bridge after flooding.
- Staff spread the new mulch new mulch was delivered to Woofstock Dog Park.
- Staff continued to maintain the parks on a daily basis.

Woodstock Parks & Recreation Department
August 2026
Monthly Report

1. **Administration**:

- Staff Completed Open Enrollment.
- Staff conducted interviews for PT Recreation Aide position.
- Staff completed background screening Process- PT Recreation Aide candidate.
- Staff completed background screening process- Seasonal Recreation Aide candidate.
- Heather Gaddis ongoing training with Jamie Scott in new Administrative Assistant role.
- Staff participated in the August Parks and Recreation Advisory Board meeting.
- Staff assisted with preparation for August concert.
- Staff coordinated with vendor for Johnston Park Level 3 Soils Testing.
- Staff attended weekly leadership team meetings.
- Staff attended Bi-Weekly Little River Site Meetings.
- Staff attended the Little River Park Site Meeting- Linear Corridor Tree Evaluations.
- Staff attended the Little River Park Site Meeting- Playground Vendor.
- Staff attended the virtual Little River Park Mural Selection Committee meeting.
- Staff attended the Project Review Team Meeting- DT Playground Phase 2 Project.
- Heather Gaddis attended the Noonday Creek Trail Extension Site Meeting- Preview Maintenance Needs.
- Staff ordered Capital Equipment Items- Chevrolet Traverse, Grasshopper Mower, Polaris Side by Sides, Message Board Trailer.

2. **Park Project Update**:

Little River Park Project Update:

- Site work was limited due to substantial rainfall throughout the week.
- ICAN continued with MEP installation at both restroom structures.
- ICAN continued the utility work at Trickum and Woodland's.
- ICAN poured 217 LF of multi-use trail at the Linear Corridor.
- ICAN continued the irrigation installation at the Woodland's east circle.
- ICAN completed backfilling around the multi-use trail circles at Woodland's.
- ICAN poured 215LF of multi-use trail with root bridging around the Trickum pond.
- ICAN prepped the connection trail from the Woodlands parking area to the lower fields.
- Site work was substantially limited due to significant rainfall throughout the week.
- ICAN continued with MEP installation at both restroom structures.
- ICAN continued the utility work at Trickum and Woodland's.
- ICAN completed the irrigation installation at the Woodland's east circle.
- ICAN continued backfilling around the multi-use trail circles at Woodland's.
- ICAN poured 180 LF of multi-use trail at the Woodland's from water meter northeast.
- ICAN installed GAB on the connection trail from the Woodlands parking area to the lower fields.

Rubes Creek Update:

- Sean and his team submitted the CLOMR (Certified Letter of Map Revision) to FEMA on April 30th. The FEMA still shows "Review In Progress", and with the 90 day timeframe they indicated on the application, that would be around Sept. 9. We will keep checking.

Buckhead Trail Crossing:

- After reviewing the updated Geotechnical report from UES, the structural engineer informed me that an additional Bridge Foundation Investigation (BFI) was needed because our revised design is for a two-span bridge, versus the original design of four spans.

**Recreation Division**:

- Staff hosted the following recreation programs during the month of June:
  - AMPED in the Park with Pure Barre. Participation for the AMPED in the Park events remains low. These are scheduled through October, but I do not plan on having the community gyms continue these programs.
  - Discovering Pickleball had a good sign-up for August once again, and September is already looking good.
  - Adult Pickleball Practice and Play had the maximum participant registrations in August again as well.
  - Therapeutic Recreation Walk/Roll/Run Club was canceled in July due to no registrations. This program is being evaluated for ways to increase participation.

- Facility Rentals:

| | |
|---|---|
| • Field space rental at Dupree Park | 19 |
| • Pickle Ball Court rental at Dupree Park | 30 |
| • Pavilion Rental at Dupree Park | 0 |
| • Tennis Court Rental at Dupree Park | 18 |
| • Chambers Rental in August | 3 |
| • Chambers Reservations Internal August | 7 |

A) Demographics:

| | Registrations | Reservations | Memberships | Check-Ins | Profiles Created |
|---|---|---|---|---|---|
| All | 430 | 42 | 52 | 1,534 | 142 |
| Residents | 119 | 29 | 23 | 556 | 39 |
| Non-Residents | 311 | 9 | 29 | 978 | 103 |
| <18 | 39 | 1 | 0 | 0 | 22 |
| 18-65 | 100 | 36 | 2 | 66 | 83 |
| 65+ | 286 | 1 | 50 | 1,466 | 37 |
| Male | 90 | 24 | 15 | 363 | 49 |
| Female | 340 | 14 | 37 | 1,171 | 93 |
| | | | | | |
| Online | 247 | 31 | 13 | N/A | 128 |
| In Person | 183 | 7 | 39 | N/A | 14 |
| | | | | | |

**3. Special Events**:

- **Pop 2000 Tour Concert**
- 7,700 were in attendance.
- $3,502.35 in Concession Revenue from Premier Events.
- Concert was postponed and then cancelled due to lightning and rain.
- Concert was just at the halfway point when cancelled.

**4. Senior Center**:

- We had 1620 membership check-ins for the month of August and currently have 729 members! Myia and I are getting in the swing of things. Learning our new roles and figuring out the best way to handle some of the programs here at the center together. Each month brings fresh ideas and organization from the staff for most of our events and daily activities.

- 1st trip of the month Tuesday August 4th, we have another incident with the bus. James managed to scrape the bus on the SCAD building while picking up the members during the rain. I had my first bus incident as the Coordinator to handle. Heather Gaddis guided me through the process of what forms needed to be filled out and by whom and having to send James over to have a drug test completed.

- We have continued let the members know that the City increased the non-city residential rate to $35.00 which started July 1, 2026, for all members outside the Woodstock city limits.

- Last year, the volunteer group at the center made over 200 comfort dolls that were donated to DFCS, Georgia Division of Family and Children Services. This year they are planning to do the same, but with SOCKS! The members worked on the dolls Thursday August 13, 20. The members who worked on the socks will present a representative from DFCS with sock dolls will have their pictures taken by one of our members.

- N. GA Jukebox Revue 50's & 60's Musical Rewind Evening trip Friday August 14, 2026, was a hit. The restaurant, Farm to Fork, that they had lunch at was excellent. The members had a private room with a limited menu to get them in and out.

- We had our monthly luncheon for National Senior Citizens Day on Friday August 21. We've continued to have assigned seating with little pushback from the members. Robert Garcia came in to help with the event. I want to say that this was the first luncheon in a very long time that we had 100% attendance.

- Last Tuesday August 25, a group of 12 members from the Painters club got together on their own and went to Marietta Art Museum for a visit. One of the pictures attached is from their outing. I've made a note to plan a trip for them next year as I might be able to fill a bus up if there is any interest in going again.

- We had to reschedule After Hours Family Feud to Wednesday September 9, due to me and Myia being out for the afternoon.

| | |
|---|---|
| • Total senior Center Active Memberships | 729 |
| • Total Senior Check – Ins | 1,620 |
| • Total Senior Center Rentals | 0 |
| • Senior Center Club Meetings | 3 |

5. **Park Maintenance**:

- Staff set up broke down for August concert.
- Staff cut, weed eat, and blow Noonday Creek Trail.
- Staff cut, weed eat and blow Town Lake pass Trail.
- Staff cut, weed eat, and blow Rubes Creek Trail.
- Staff cut, weed eat and blow the Community Garden.
- Staff fixed water leak in small breed section at dog park.
- Staff drained and cleaned the fountain at city park.
- Staff cleaned the filter on the fountain at Dupree Park pond.
- Staff replaced rotten boards at the dog park.
- Staff replaced rotten boards at the pavilion on Noonday Creek Trail.