**City Council - Regular Session of the City Council**
**City of Woodstock, GA**
**The Chambers at City Center - 8534 Main Street**
**770 592-6000 (Main) 770 592-6002 (City Clerk) 770 926-1375 (Fax)**
**http://www.woodstockga.gov** ***Hearing Assistance Available Upon Request**

# AGENDA

***Monday, October 9, 2023***

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

## ITEM 1. MEETING CALLED TO ORDER

7:00 PM Meeting called to order on Replace with Month, Day, 2023 at The Chambers at City Center,
8534 Main Street, Woodstock, GA.

## ITEM 2. RECOGNITION OF GUESTS AND VISITORS

1. **Proclamation - Support Our Seniors Day - October 18, 2023** (Michael Caldwell)
   See Attached Proclamation.

## ITEM 3. APPOINTMENTS/OATH OF OFFICE

1. **Reappointment of URA Commissioners** (Jeff Moon)
   Request approval to reappoint Melissa Potts and Nancy Wolfe to the Urban Redevelopment Authority.

## ITEM 4. ANNOUNCEMENTS

1. **Announcements** (Colin Ake)

Woodstock Fire Department has received a grant from Firehouse Subs Public Safety Foundation to ensure first responders have the necessary equipment to keep community members and themselves safe. The grant will be used to purchase a side-by-side all terrain vehicle fulfilling a critical need within the department.

The Woodstock Scarecrow Invasion is taking place in downtown Woodstock through Halloween. Vote for your favorite scarecrow in the Woodstock Visitors Center. Votes are $1 each. Proceeds benefit IN Season and their work to help downtown Woodstock in all four seasons.

## ITEM 5. PRESENTATIONS AND DISCUSSION ITEMS

## ITEM 6. PUBLIC COMMENT

## ITEM 7. CONSENT AGENDA

1. **Approve the 2024 Mayor and Council Meeting Calendar** (Coty Thigpen)

2. **Approve MAJBA JE 15656 - Little River Park House Renovation** (Brian Borden)
Council previously approved on 09/25/2023 a construction document scope extension to Earth Elements NM, LLC for Little River Park for house renovation design services at Little River Park. This major budget amendment is to use excess SPLOST V to cover the cost of the Earth Elements NM, LLC services in the amount of $35,000. Request Council approve MAJBA JE 15656 as presented.

3. **2nd Reading - ZTA#006-23 Modifications to Sign Waiver Review Process** (Hannah Menard)
Staff recommends that the City Council approve an Ordinance approving ZTA#006-23, a Zone Text Amendment that would amend Land Development Ordinance (LDO) Chapter VI, Article VII (Sign Standards, Administration and Enforcement) to revise and consolidate the sign waiver process. The proposed changes were adopted by City Council on September 25, 2023.

4. **Master Meter Solar Repeater System from Consolidated Pipe** (Jeremy Parker)
This repeater system is necessary to gain signal strength in areas currently not receiving consistent signals and thereby necessitating manual meter reads.

   This vendor was chosen due to the necessity of achieving compatibility with the rest of the system.

5. **Approve Agreement with Nicole Naylor as Court Interpreter** (Coty Thigpen)
Attached is the agreement between Nicole Naylor and City of Woodstock for her to be the interpreter for the City.

6. **Approve Purchase & Installation of Preemption System Equipment from Temple, Inc. at 3 Intersections** (Jeremy Parker)
Recommending the purchase and installation of Glance Preemption System for the traffic lights at Hubbard and Arnold Mill Rd, City Center Main Intersection, and the Main St at Mill St intersection. The system is used to clear out the intersections when emergency vehicles from station 14 are responding to an emergency call. Temple, Inc. is being recommended as the vendor in order to maintain compatibility with existing city traffic signals and equipment. The budget for the preemption project is $50,000. This has come in under budget at $40,677.43.

7. **Ratify Paden Street Parcel 1 of the Paden Street Extension** (Jeff Moon)
See the attached closing statement for Paden Street Parcel 1. This is part of the Paden Street Extension

8. **Woodstock City Center CO5 - Phase 1 Open Space + Landscaping** (Brian Stockton)
This change order #5 allows Winter Construction to proceed with the public open space located in front of the depot as part of phase 1 construction. The open space will be complete this fall/winter at or around the same time as the re-opening of Chambers Street Extension. The funding has been contemplated within the budget(s) for city center construction.

   Approval of CO#5 as presented.

9. **Woodstock City Center - Phase 1A StreetIght Agreement** (Brian Stockton)

The attached agreement between the city and GA Power will install 5 streetlights on Chambers Street Extension and Wheeler Street adjacent to the open space being constructed in Phase 1. The agreement is consistent with other contracts for streetlights throughout downtown.

Approval of agreement as presented.

10. **Approve RFB 2024 - 05 Melanie Lane Drainage Improvements RFB Award and Contract**

(Rob Hogan)
The City issued RFB 2024 - 05 for the purpose of installing new storm water infrastructure along Melanie Lane. The City received nine (9) RFB Responses.

After reviewing the submittals, the review committee determined it was in the best interest of the City to recommend award of RFB 2024 - 05 and contract to the lowest, responsible, responsive bidder, DAF Concrete, in an amount not to exceed $150,735.00. The evaluation committee is recommending award to DAF Concrete. Payment and Performance bonds shall be received from contractor prior to issuance of notice to proceed. The bid tabulation is attached for ease or reference.

Requesting Council to award RFB 2024 - 05 and contract as recommended and authorize the Mayor to execute the contract.

11. **Water Well Filtering Project**

(Jamie Palmer)
This project adds carbon activated filtering processes at 4 groundwater locations, in anticipation of new 2024 standards for drinking water.

12. **Requesting Council to Accept the 2023 Firehouse Subs Public Safety Foundation Grant** (Shane Dobson)
The City of Woodstock on behalf of the Woodstock Fire Department has been awarded $21,129.95 through the Q4 2023 Firehouse Subs Public Safety Foundation Grant. The funds will be used to purchase a 6-seat Kawasaki Mule UTV (Utility Task Vehicle). The vehicle will be used to perform emergency response missions on terrain that fire trucks or other rescue vehicles cannot reach. It will also allow first responders to perform emergency services during events. There is no cost to the city and no match needs to be met.

13. **Requesting Council to Accept the U.S. Department of Justice - Office of Justice Programs Division Patrick Leahy Bulletproof Vest Partnership Grant** (Robert Jones)
The City of Woodstock on behalf of the Woodstock Police Department has been awarded $16,214.50 through the U.S. Department of Justice - Office of Justice Programs Division Patrick Leahy Bulletproof Vest Partnership Grant. The funds will be used to purchase bulletproof vests for the officers. There is a 50% match required.

14. **WCC Parcel 6 Quit Claim Deed** (Brian Stockton)
Attached is a quit claim deed to transfer ownership of a portion of city owned property at 100 Hubbard Road to the Downtown Development Authority. The parcel will be contained in a property swap between the DDA and the Woodstock Downtown Residential Association. As part of the City Center project, the agreed upon reconstruction of Durham Place as private access for the adjacent townhome owners will be located on the property.

Approval of the attached quit claim deed for WCC Parcel 6 to the DDA as drafted by the City Attorney and attached is requested.

15. **GDOT - Title VI and NDA Annual Adoption** (Jamie Palmer)
This is the annual adoption of our Title VI Non-Discrimination Agreement with GDOT.

16. **Approve Purchase of new Firewall Gateways** (Katy Leggett)
Approve the purchase of new Check Point Firewall Gateways and related equipment, replacing outdated hardware that is End-of-life/End-of-support. This is a budgeted SPLOST V item for FY24. Total project budget is $95,000 ($57,000 hardware & $38,000 professional services) Actual Hardware Cost is lower than budgeted at $42,757.86 (-$14,242.14). Seeking approval to purchase $42,757.86 in hardware and equipment. This purchase includes items part of the SYNNEX GSA SCHEDULE (SLED) (47QTCA19D00MM) contract, and has already been competitively bid.

17. **2nd Reading - Pet Shop Ordinance** (Jeff Moon)
Please see the attach ordinance for Pet Shops.

## ITEM 8. PUBLIC HEARINGS

1. **Public Hearing and Vote: CUP #075-23 at 207-209 Woodpark Place (Conditional Use Permit & Variances)** (Tracy Albers)
Staff recommends that the City Council deny the proposed 29-unit townhome project generally located at 207-209 Woodpark Place (CUP#075-23) in the DT-CMU zone. These two parcels are part of a trio commonly referred to as the "Cain Properties" based on their former ownership. The proposed project would require a CUP for attached units, a CUP to allow for a residential development on a parcel less than five acres in size, and several Variances. The Development Process Committee (DPC) considered the proposed project and recommended denial by a unanimous vote. On July 6, 2023, the Planning Commission considered the proposed item as part of a duly-noticed public hearing and recommended City Council denial of the proposed project by a 5 to 1 vote.

   This item was originally considered by the City Council as part of their regular meeting on July 24, 2023. At this meeting the item was tabled for 60 days (or until such time staff deemed fit) to allow the Applicant to prepare a Master Plan for properties in the existing SOM residential community and other properties acquired (or under contract) for development by The JW Collection. The Applicant has responded to this request. The staff recommendation has not changed in light of information contained in the Master Plan submitted by the Applicant.

   As requested, the October 9, 2023, public hearing was noticed in the Cherokee Tribune & Ledger News on September 21, 2023.

## ITEM 9. NEW BUSINESS

## ITEM 10. OLD BUSINESS

## ITEM 11. MINUTES APPROVAL

1. **Approve Minutes from September 25, 2023, Regular Council Meeting** (Cassandra Henry)
See attached minutes for approval.

**ITEM 12.** **DEPARTMENTAL REPORTS**

1. **Community Development Hot Sheet 9.25.2023**

**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:** | October 9, 2023 |
| **SUBMITTED BY:** | Cassandra Henry, City Clerk |
| **ITEM TYPE:** | Proclamation |
| **AGENDA SECTION:** | RECOGNITION OF GUESTS AND VISITORS |
| **SUBJECT:** | **Proclamation - Support Our Seniors Day - October 18, 2023** |
| **SUGGESTED ACTION:** | See Attached Proclamation. |

**ATTACHMENTS:**

PRO - Support Our Seniors Day 2023.doc

# Proclamation

WHEREAS, The Late President Ronald Reagan, first proclaimed August 21st as "National Senior Citizens Day" in 1988, in honor and recognition of our older generation who have achieved much for our families, our communities and our country; and

WHEREAS, Our community is blessed to have a non-profit organization known as Cherokee County Stand Up for Seniors or VAC committed to raising funds to benefit the Cherokee County Senior Services Programs such as Meals on Wheels, "Last Stop" Emergency Fund, Home Safety Projects, and Fan / A.C. and Heater Drive as well as many other helpful assistance programs.

NOW, BE IT RESOLVED, The Mayor and Council of the City of Woodstock, Georgia hereby Proclaim Wednesday, October 18, 2023, (the day of the "Tee Off Fore VAC" Charity Golf Tournament) as "SUPPORT OUR SENIORS DAY" and encourage all citizens, elected officials and City staff to support the fundraising efforts of the Stand Up for Seniors, so that the programs in place to aid and assist our elderly seniors and senior veterans can continue. We further encourage everyone to use this day to:

- Spend some time with senior citizens
- Show your appreciation for senior citizens
- Do volunteer work in support of the elderly

As proclaimed this 9th day of October 2023.

_____

Michael Caldwell, Mayor

**AGENDA ITEM NO. 3.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Cassandra Henry, Administration |
| **ITEM TYPE:** | Appointments to Boards, Committees, Oaths of Office |
| **AGENDA SECTION:** | APPOINTMENTS/OATH OF OFFICE |
| **SUBJECT:** | **Reappointment of URA Commissioners** |
| **SUGGESTED ACTION:** | Request approval to reappoint Melissa Potts and Nancy Wolfe to the Urban Redevelopment Authority. |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 4.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

**DATE:** October 9, 2023

**SUBMITTED BY:** Cassandra Henry, Administration

**ITEM TYPE:** Announcements

**AGENDA SECTION:** ANNOUNCEMENTS

**SUBJECT:** **Announcements**

**SUGGESTED ACTION:**

Woodstock Fire Department has received a grant from Firehouse Subs Public Safety Foundation to ensure first responders have the necessary equipment to keep community members and themselves safe. The grant will be used to purchase a side-by-side all terrain vehicle fulfilling a critical need within the department.

The Woodstock Scarecrow Invasion is taking place in downtown Woodstock through Halloween. Vote for your favorite scarecrow in the Woodstock Visitors Center. Votes are $1 each. Proceeds benefit IN Season and their work to help downtown Woodstock in all four seasons.

**ATTACHMENTS:**

**AGENDA ITEM NO. 7.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Cassandra Henry, Administration |
| **ITEM TYPE:** | Adoption |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve the 2024 Mayor and Council Meeting Calendar** |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Meeting Calendar 2024.docx

# CITY OF WOODSTOCK, GEORGIA

## Mayor/Council and Planning Commission Meeting Schedule

## 2024

| MONTH | 2ND MONDAY Regular Meeting | 3RD MONDAY Work Session | 4TH MONDAY Regular Meeting | Planning Commission Meeting | NOTES |
|---|---|---|---|---|---|
| JAN | January 8 | January 15 - MLK Jr. Holiday Meeting Cancelled | January 22 | January 04 | |
| FEB | February 12 | February 19 – Winter Break CCSD Meeting Cancelled | February 26 | February 01 | |
| MAR | March 11 | March 18 | March 25 | March 07 | |
| APR | April 8 | April 15 – no work session, budget meetings TBD | April 22 | April 04 | |
| MAY | May 13 | May 20 (Regular Meeting) | *May 27- cancelled for Memorial Day observance* | May 02 | |
| JUNE | June 10 | June 17 | *June 24 – Cancelled GMA Conf.* | June 06 | |
| JULY | July 8 | July 15 | July 22 | July 11 – *resch due to July 4th* | |
| AUG | August 12 | August 18 | August 26 | August 01 | |
| SEPT | September 9 | Sept. 16 – Fall Break CCSD Meeting Cancelled | September 23 | September 05 | |
| OCT | October 14 | October 21 | October 28 | October 03 | |
| NOV | November 11 – Cancelled Veterans Day | Nov 18 – (Regular Meeting) | November 25 Thanksgiving Break CCSD Meeting Cancelled | November 07 | |
| DEC | December 9 | Dec. 16 (Regular Meeting) | December 23 – Christmas Break CCSD Meeting Cancelled | December 05 | |

**AGENDA ITEM NO. 7.2**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Crystal Welch, Parks & Recreation |
| **ITEM TYPE:** | Budget Approval/Amendment |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve MAJBA JE 15656 - Little River Park House Renovation** |
| **SUGGESTED ACTION:** | Council previously approved on 09/25/2023 a construction document scope extension to Earth Elements NM, LLC for Little River Park for house renovation design services at Little River Park. This major budget amendment is to use excess SPLOST V to cover the cost of the Earth Elements NM, LLC services in the amount of $35,000. Request Council approve MAJBA JE 15656 as presented. |

**ATTACHMENTS:**
MAJBA JE 15656 - 5535 Little River Park House Reno.pdf

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

**Name of Department** **5535 Parks & Recreation**
**Budget Amendment #** **MAJBA JE 15656**

**Explanation of Request**

This major budget amendment is to use excess SPLOST V to cover the cost of the Earth Elements NM, LLC change order in the amount of $35,000 for design work for Little River Park House renovation for Little River Park design contract. This change order was previously approved by Council on 09/25/2023.

| | | To | From |
|---|---|---|---|
| **ACCOUNT NUMBER** | **ACCOUNT NAME** | **DEBIT** | **CREDIT** |
| 435-5535-541411-01-LRP1 | Little River Park - Design | $ 35,000.00 | |
| 435-1510-381120-00 | Use of Reserves (Excess SPLOST) | | $ 35,000.00 |
| **TOTALS** | | **$ 35,000.00** | **$ 35,000.00** |

**AGENDA ITEM NO. 7.3**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Hannah Menard, Community Development |
| **ITEM TYPE:** | Ordinance 1st or 2nd Reading |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **2nd Reading - ZTA#006-23 Modifications to Sign Waiver Review Process** |
| **SUGGESTED ACTION:** | Staff recommends that the City Council approve an Ordinance approving ZTA#006-23, a Zone Text Amendment that would amend Land Development Ordinance (LDO) Chapter VI, Article VII (Sign Standards, Administration and Enforcement) to revise and consolidate the sign waiver process. The proposed changes were adopted by City Council on September 25, 2023. |

**ATTACHMENTS:**

ZTA00623 Staff Report CC.pdf
Attachment A - ZTA#006-23 Ordinance.pdf
Attachment B - Minutes from 8.15.22 Special Called Meeting.pdf

**DATE:** September 25, 2023

**TO:** Woodstock Mayor & City Council

**FROM:** Hannah Menard, Planner I

**SUBJECT:** Zone Text Amendment (ZTA#006-23) Modifications to LDO Chapter VI, Article VII (Sign Standards, Administration and Enforcement) Related to the Review of Sign Waivers

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## RECOMMENDATION:

Staff recommends that the City Council approve an Ordinance approving ZTA#006-23, a Zone Text Amendment that would amend Land Development Ordinance (LDO) Chapter VI, Article VII (Sign Standards, Administration and Enforcement) to revise and consolidate the sign waiver process (Attachment A).

## BACKGROUND

New commercial construction or a change in commercial tenancy often results in the need for new business signage. It is not uncommon for businesses to seek flexibility from the development standards regulating signage in the LDO to overcome property hardship, meet corporate branding requirements, provide greater visibility to the public, or provide additional signage in a multi-tenant situation.

Whether it is a locally owned business in the infancy of its operations or an established brand moving into the city for the first time, signage is critical to its success. The City's process for the consideration of relief from the sign code does not reflect this sensitivity. Staff believe the process for consideration of a sign waiver could be made more efficient. By delegating approval of sign waivers to the Development Process Committee (DPC), with an appeal authority to Council, unnecessary hurdles to new businesses in Woodstock can be removed or minimized.

On August 15, 2022, staff presented this proposal to Council for consideration as a work session item. The minutes from this meeting are provided in Attachment A. Council was generally supportive of the idea, with the understanding that a future process would include an opportunity for appeal, as well as a process for notifying interested parties of the decision.

When staff resumed preparation of this Ordinance this spring, a thorough analysis of the LDO revealed that there are three ways in which a business could seek relief from the Sign Code, summarized below.

| 1. Administrative Sign Variance | |
|---|---|
| Decision Maker | DPC (Council on Appeal) |
| Eligibility | • Situations where the visibility of the sign is impaired.<br>• Situations where the proposed sign is no more than 25% over the max size allowed.<br>• No safety hazard would result. |
| Cost | ? (not specifically listed in fee schedule, Admin Variance is $50) |
| Time to Review | Average, 2-3 weeks |
| # Processed Since FY18/19 | 0 |

| 2. Sign Variance | |
|---|---|
| Decision Maker | City Council |
| Eligibility | • Situations where the visibility of the sign is impaired.<br>• Situations where the property is ineligible for the type of sign sought.<br>• Situations where an alternate placement would not remedy the obstruction. |
| Cost | ? (not specifically listed in fee schedule, Variance is $300, plus $100 per additional variance) |
| Time to Review | Average, 3 months |
| # Processed Since FY18/19 | 0 |

| 3. Sign Waiver | |
|---|---|
| Decision Maker | City Council |
| Eligibility | All reasons other than hardship |
| Cost | $200 |
| Time to Review | Average, 2 months |
| # Processed Since FY18/19 | 35 |

Although the LDO provides three options for relief, staff does not believe most Applicants are aware of the Administrative Sign Variance or Variance. Admittedly, staff was not either. Historically, regardless of what is laid out in the LDO, Applicants have been drawn to the sign waiver process as a way to address deviations caused by hardship or otherwise. Staff would prefer to continue to this approach in lieu of the tiered approach because the criteria for "eligibility" for the Administrative Sign Variance and Variance are largely subjective. Also, the assumed costs do not reflect the work done to process the request, as they are either too low or too high.

Staff believes that these options could be eliminated in lieu of the Sign Waiver process, assuming that the Sign Waiver process is revised to delegate approval authority to DPC, with an appeal ability to City Council.

## PROPOSED CHANGES

City staff recommends the following changes to LDO Chapter VI, Article VII (Sign Standards, Administration and Enforcement):

1. LDO Section 6.7.8 Administrative Variances *(delete)*
2. LDO Section 6.7.9 Variances *(delete)*
3. LDO Section 6.7.10 Sign Waivers *(amend)*
    - Revise language saying that sign waivers are for reasons other than hardship.
    - Replace Mayor and City Council with Development Process Committee.
    - Update fee language
    - Add additional evaluation questions about hardship, visibility of sign from street, visual obstruction, and safety hazards. (This language is similar to current sign variance standards.)
4. LDO Section 6.7.11 Appeals *(add)*
    - Add language that outlines the appeal process for sign waivers.

Staff would also recommend amending the Fee Schedule Section 2.5.3 (Variance/Waiver /Zone Text Amendment Applications) to reduce the Sign Waiver Fee from $200 to $150 and would add a $50 appeal fee for sign waivers. Staff believes that a fee reduction would be proportionate to the cost associated with preparing a staff report or presentation for Planning Commission and Council. If the decision were appealed to Council, that $50 fee would be charged to ensure cost recovery. The City Fee Schedule is updated twice annually, in June and December. If the Commission or Council would prefer the fees be updated before the planned update in December, staff would prepare an amendment to the Fee Schedule that would be considered by the Council in October.

## COMPREHENSIVE PLAN CONSISTENCY

The proposed changes would work to satisfy a Short-Term Work Program item in the 2023 Comprehensive Plan. From FY23 to FY28, Community Development Staff are instructed to "Identify and execute ways to improve the development process. This may include but is not limited to: website content, handouts and/or primers, application forms, expedited processing, etc., with an emphasis on small-scale residential projects."

## PLANNING COMMISSION RECOMMENDATION

The Planning Commission heard this proposal at their September 7th meeting and voted, unanimously (4-0), to recommend approval.

The video of the September 7th Planning Commission meeting can be found here:

https://woodstockga.granicus.com/player/clip/181?view_id=1&redirect=true&h=fc42f06c5c777701ed661229fbc35f25

## CONCLUSION

The proposed changes would streamline the review process for businesses who seek to deviate from the LDO requirements for signage, but still allow for thoughtful review and consideration by the DPC. Applications that are approved may realize a time savings of four to eight weeks, which is critical when a business is preparing to open or recently has opened. For those applications that are denied, the business reserves the right to appeal the decision or modify their application to be LDO compliant.

As such, staff recommends City Council approval of the proposed ordinance approving ZTA#006-23.

## ATTACHMENTS

Attachment A – Ordinance
Attachment B – Minutes from August 15, 2022 City Council Work Session

ATTACHMENT A

**ORDINANCE 462-23**

**AN ORDINANCE AMENDING CHAPTER VI – SIGN STANDARDS, ARTICLE VII – ADMINISTRATION AND ENFORCEMENT, OF THE LAND DEVELOPMENT CODE OF THE CITY OF WOODSTOCK, GEORGIA**

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

**Whereas**, the 1983 Constitution of the State of Georgia provides for the self-government of municipalities without the necessity of action by the General Assembly[1]; and

**Whereas**, the City of Woodstock, Georgia has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs and local government for which no provision has been made by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto[2]; and

**Whereas**, the City Council of the City of Woodstock, Georgia desires to amend Chapter VI, Article VII of the Code of Woodstock, Georgia as set forth herein.

**NOW THEREFORE BE IT RESOLVED, THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK HEREBY ORDAINS:**

**Section 1.** That, Section 6.7.8. – Administrative Variances of Chapter VI – Sign Standards, is hereby deleted.

**Section 2.** That, Section 6.7.9. – Variances of Chapter VI – Sign Standards, is hereby deleted.

**Section 3.** That, Section 6.7.10. – Waivers of Chapter VI – Sign Standards, is hereby deleted and replaced as follows:

(a) Waivers from the regulations of this chapter shall be considered by the Development Process Committee (DPC). The DPC shall render a decision on waivers using the

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[1] Ga. Const. 1983, Article IX, Section II, Paragraph II provides in pertinent part as follows:

"The General Assembly may provide by law for the self government of municipalities and to that end is expressly given the authority to delegate its power so that matters pertaining to the municipalities may be dealt with without the necessity of action by the General Assembly."

[2] O.C.G.A. §36-35-3(a) provides as follows:

"(a) The governing authority of each municipal corporation shall have 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 hereto. Any such charter provision shall remain in force and effect until amended or repealed as provided in subsection (b) of this Code Section. This Code Section, however, shall not restrict the authority of the General Assembly, by general law, to define this home rule power further or to broaden, limit, or otherwise regulate the exercise thereof. The General Assembly, shall not pass any local law to repeal, modify or supersede any action taken by a municipal governing authority under this Code section, except as authorized under Code Section 36-35-6."

criteria set forth below. Fees assessed for sign waivers shall be subject to the most current fee schedule.

(b) Waiver Evaluation Criteria. Each waiver requested will be evaluated by the DPC using these criteria:

(1) Are the proposed sign(s) visually compatible with the character of the surrounding area?

(2) Are the proposed sign(s) of a consistent size and scale to existing Signs in the immediate area?

(3) Are the proposed sign(s) reasonably scaled to the size of the subject structure and/or premises?

(4) Do unusual circumstances exist that warrant granting this waiver?

(5) Would visibility of a conforming sign from the proposed street and within fifty (50) feet of the proposed sign be substantially impaired by existing trees, plants, natural features, signs, buildings, or structures on a different lot?

(6) Would the placement of the sign elsewhere remedy a visual obstruction?

(7) Was the visibility obstruction created by the owner of the subject property?

(8) Would the proposed sign not create a safety hazard to pedestrian or vehicular traffic?

(c) No sign waiver shall transfer to a new owner or occupant of the parcel.

**Section 4.** That, Section 6.7.11. – Appeals of Chapter VI – Sign Standards, is hereby inserted:

In the event an applicant disputes the decision of the DPC regarding a sign waiver, applicant may file a written appeal with the Mayor and City Council as per Chapter 10, section 10.162, of this Land Development Ordinance. The written appeal should detail the reasons why the decision of the DPC should be vacated. Upon receiving the written appeal, the Mayor and City Council shall hear arguments and decide whether to uphold the administrative decision, modify the administrative decision, or negate the administrative decision. The decision of the Mayor and City Council shall be final. A written copy of the findings and decision of the Mayor and City Council shall be transmitted to the applicant and City. Fees for Sign Waiver Appeals shall be subject to the most current fee schedule.

**Section 5.** Should any provisions of this Ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any provision thereof other than the provisions specifically declare to be invalid. The Mayor and Council hereby declare that it would have passed this Ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared illegal, invalid or unconstitutional.

**Section 6.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, THIS 9 DAY OF OCTOBER 2023.

First Reading Date: September 25, 2023

Second Reading Date: October 9, 2023

_____
COTY THIGPEN, INTERIM CITY CLERK
CITY OF WOODSTOCK, GEORGIA

_____
MICHAEL CALDWELL, MAYOR
CITY OF WOODSTOCK, GEORGIA

REVIEWED FOR LEGAL CONTENT

_____
ELDON L. BASHAM
CITY ATTORNEY

ATTACHMENT B



restaurants will serve delicious tastes of their best dishes and compete in a variety of categories. The event benefits the Woodstock High School Band Program. Admission is free. Tickets cost $0.50 each and packages start at $5. Tastes will be priced between one and eight tickets each. More info at tastewoodstock.com.

The 2022 WDSTK Scarecrow Invasion will take place in Downtown Woodstock from October 1st through the 31st. Registration for the event will open up on September 1st at 10am at the Woodstock Visitors Center. You are required to register for the event in person and it's recommended you arrive before 10am to get in line. Spaces are limited. The scarecrow location map and rules for the 2022 event will be posted soon at visitwoodstockga.com/scarecrow.

**ITEM IV. Work Session Items**

DISCUSSION BEGINS HERE

1. **Presentations and Discussion Items (ID # 8073) Reorganization of Planning Application Procedures (Cont. Discussion)**

Various sections of the Land Development Ordinance (LDO) prescribe procedures for City consideration of various types of planning applications including sign waivers, Variances, Conditional Use Permits (CUP), and other planning permits and entitlements. As currently structured, these applications are subject to review by the Development Process Committee (DPC) and Planning Commission (PC), both of whom serve as recommending bodies. They are also subject to final review and approval by City Council (CC), regardless of their scope and magnitude. This 90-day review process has identified as being unnecessarily burdensome by homeowners, businesses, and developers alike, for those projects that would have negligible impacts to the community.

At the July 18, 2022 work session, staff presented the CC with information about the City's planning applications, review process, and timing for review. The Council provided direction to staff to return as part of a future work session with information on three items:
(1) a tentative structure for Commission-level decision on sign waivers, (2) examples of past Variance requests where the process seems disproportionate to the request, and (3) impediments to the launch of a small business. This follow-up presentation responds to that request.

Tracy Albers, Community Development Director, presented options for consideration for Sign Waiver Planning Reorganization Process.

- Process as it exists today.
  - 90-day process
  - No notice requirements,
  - No public input meeting
- Time savings if decision by DPC or PC
- DPC translates to savings of 4-6 weeks
- PC translates to savings of 1-2 weeks
- Appeal Process
- Staff recommends Zone test amendment to change DPC to be decision maker

- Make process less burdensome
- Volume of Sign Waivers and Results since 2018
- Criteria to be used will be same as for Council
- LED may require most scrutiny
- Email sent to Council to inform them of decisions made will be a Standard Form
- Consensus was for Staff to bring back a Zoning Text Amendment for Council Approval in October with review of process in 6 months.

2. **Presentations and Discussion Items (ID # 8075) Update on City Benefit Plan Enhancements**

Coty Thigpen, Assistant City Administrator, presented overview of new High Deductible Option for Health Insurance Coverage.

3. **One- and Two-Family Residential Fire Requirements (Cont. Discussion)**

Tracy Albers, Community Development Director, presented continued discussion of threshold of number of dwellings before a second fire access road is required.

After discussion and Staff recommendation to maintain the threshold as is (30 units) , Council agreed with Staff.

Staff will track developments seeking exceptions and revisit later if needed. Request for additional info -

4. **Road Construction Projects Update**

Rob Hogan, Assistant City Manager, gave update on major construction projects in the City.

- Hub Transformation Project
- Arnold Mill Road Streetscapes/Underground
- Neese at 92 Intersection
- Intense Construction for the next 3 months
- Traffic Control will attempt to minimize disruption
- Public Response and Timing
- Special arrangements are being made for Sept Concerts and Oct Scarecrow Invasion
- Landscaping Streetscape Designs best come afterwards and are best awarded to specialists, with timing consideration of planting seasons.
- Traffic Signal Plan
- Innovation – Vision
    - Adjust Infrastructure in innovative ways
    - Include the Vision within the Comprehensive Plan

**AGENDA ITEM NO. 7.4**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Karen Gammill, Public Works |
| **ITEM TYPE:** | Bids, Authorize, Solicit, Award, Reject, Rebid |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Master Meter Solar Repeater System from Consolidated Pipe** |
| **SUGGESTED ACTION:** | This repeater system is necessary to gain signal strength in areas currently not receiving consistent signals and thereby necessitating manual meter reads.<br><br>This vendor was chosen due to the necessity of achieving compatibility with the rest of the system. |

**ATTACHMENTS:**
Consolidated Pipe Quote - Master Meter Repeaters & Installation.pdf

# C O N S O L I D A T E D  P I P E  A N D  S U P P L Y  C O ., I N C .
## C U S T O M E R  Q U O T E

194 Hurricane Shoals Rd.
Lawrenceville GA 30046

**Quote Nbr:** 359599 000 Page 1
**Quote Date:** 7/25/2023

0011 - CHRIS K
Phone 770-822-9664
Fax 770-822-9323
Toll Free 800-844-9585

**Job:** SOLAR REPEATERS

264559 - WOODSTOCK CITY OF
12453 HWY 92
WOODSTOCK GA 30188

**Good Until:** 8/25/2023
**To:** CHRIS
**Email:** CHRIS.KAVOUKLIS@CPSPIPE.COM

| Qty | Item | Size/Wall/Description | Price | Extended Price |
|---|---|---|---|---|
| 2.0 | 749804 | MSTR MTR 199-009-81 SOLAR REPEATER | 3,850.00 EA | 7,700.00 |
| 2.0 | | 80' POLES WITH INSTALLATION | 12,500.00 EA | 25,000.00 |

**Total:** 32,700.00

**AGENDA ITEM NO. 7.5**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Misty Smith, Courts |
| **ITEM TYPE:** | Contracts, Agreements, Leases |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Agreement with Nicole Naylor as Court Interpreter** |
| **SUGGESTED ACTION:** | Attached is the agreement between Nicole Naylor and City of Woodstock for her to be the interpreter for the City. |

**ATTACHMENTS:**
CON - Nicole Nayler.pdf

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into as of the 10th of July, 2023, by and between **Nicole Naylor**, a resident of the State of Georgia currently residing at 108 Nelson Oaks Dr., Ball Ground, GA 30107 (hereinafter the "Interpreter"), and the City of Woodstock, Georgia, a Georgia municipal corporation having its principal place of business at 12435 Highway 92, Woodstock, Georgia 30188 (hereinafter the "City").

WITNESSETH:

WHEREAS, the City desires to hire the Interpreter, and the Interpreter desires to perform services for the city; and

WHEREAS, the Interpreter and the City desire to enter into this Agreement to establish the terms and conditions of the relationship between them.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which and hereby acknowledged, the parties hereto do hereby agree as follows:

1. Engagement. The City hereby engages Interpreter, and Interpreter accepts such engagement, to provide City the following services:

Serve as the Municipal Court Spanish Interpreter for the City in accordance with the City Charter, the Ordinances of the City, and the Laws of the State of Georgia

2. Place of Work. The Interpreter will perform the services as required by the City on a part-time basis at such times and places as Interpreter shall determine except that court shall be held at places designated by the City.

3. Duties. Interpreter shall use her best efforts and judgment in performing services set forth in Section I of this Agreement on behalf of the City. The duties of the Interpreter shall include contract with the City's customers and the general public and as such the

Interpreter shall always conduct herself in a professional manner in representing the interests of the City. The Interpreter shall be free to arrange the manner of performance of her duties hereunder and will not be expected to maintain a schedule of duties, except as necessary to comply with the reasonable assignments requested by City from time to time.

4. Manner of Performance. Interpreter will determine the method, details, and means of performing the service on behalf of City. City shall have no right to, and shall not, control the manner or determine the method of accomplishing Interpreter's services. Interpreter will be responsible for supplying all equipment and instrumentalities required to perform the services under this Agreement; provided, however, upon the execution of this Agreement, City shall provide Interpreter with court staff sufficient to manage the court services.

5. Compensation. For the services to be rendered and performed hereunder by the Interpreter the Interpreter shall be paid Two Hundred Twenty-Five Dollars ($225.00) per session for services rendered pursuant to this Agreement. The Interpreter acknowledges that she is an independent Interpreter and shall be responsible for payment of any and all taxes on the compensation paid to Interpreter hereunder and agree to indemnify and hold harmless the City therefrom. As an independent Interpreter, the Interpreter shall not be entitled to receive any fringe benefits that are generally available to the Employees of the City, and shall only be entitled to receive the cash compensation specifically set forth herein.

6. Independent Interpreter. The parties agree that the Interpreter will act as an independent Interpreter in performing her duties hereunder as is not an employee, agent, joint venturer, or partner of City. The Interpreter shall comply with all federal, state, and local laws in performing her duties hereunder. The Interpreter shall not incur any obligations on behalf of the City without the City's written consent. The Interpreter is not an employee of the City and the Interpreter shall have the exclusive responsibility for appropriate withholding of the taxes relating to her remuneration hereunder and the City shall not withhold any federal, state, or local taxes thereon. Further, the City is not obligated to and will not withhold FICA (Social Security) from payments made to Interpreter and will not make state or federal unemployment insurance contributions on behalf of Interpreter. Upon request by City, Interpreter shall provide proof of compliance

with the provisions of this section and failure to comply with the same shall constitute a breach of this Agreement by Interpreter.

7. Term. This Agreement shall be an at will term, terminable upon notice by either party, provided however, Interpreter agrees to give the City at least two-week's notice prior to any scheduled court date of Interpreter's intent to terminate this Agreement.

8. Expenses. City shall only reimburse Interpreter for expenditures if Interpreter had prior authorization from City to incur such expenditures.

9. Certification. Pursuant to the Supreme Court of Georgia Rule on Interpreters and the Georgia Commission on Interpreters, the Interpreter agrees to maintain an active and valid license as a Certified or Registered Court Interpreter while performing services as an independent contractor with the City of Woodstock, Georgia.

10. Assignment. The City of specifically contracts for services of the Interpreter, but from time to time in the event Interpreter is unavailable, Interpreter may assign, subcontract, or delegate her duties hereunder.

11. Construction. The parties acknowledge that each had a part in the preparation of this Agreement, and this Agreement shall not be strictly construed against either party.

12. Georgia Law. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Georgia.

13. Severability. Should any provision of this Agreement be held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.

14. Captions. The captions or headings of the sections or other subdivision hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative and the Interpreter has caused this Agreement to be executed as of the date first written above.

"Interpreter"

BY: _____

Print Name: Nicole Naylor

"City of Woodstock, Georgia"

BY: _____

Print Name:

Title:

**AGENDA ITEM NO. 7.6**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Karen Gammill, Public Works |
| **ITEM TYPE:** | Request Council Direction |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Purchase & Installation of Preemption System Equipment from Temple, Inc. at 3 Intersections** |
| **SUGGESTED ACTION:** | Recommending the purchase and installation of Glance Preemption System for the traffic lights at Hubbard and Arnold Mill Rd, City Center Main Intersection, and the Main St at Mill St intersection. The system is used to clear out the intersections when emergency vehicles from station 14 are responding to an emergency call. Temple, Inc. is being recommended as the vendor in order to maintain compatibility with existing city traffic signals and equipment. The budget for the preemption project is $50,000. This has come in under budget at $40,677.43. |

**ATTACHMENTS:**
Temple Inv 0233475 REQ 10614.pdf

# INVOICE
# INV0233475

**Temple, Inc.**
**PO Box 2066**
**Decatur, AL 35602-2066**
**PH: 800-633-3221**


Date 8/29/2023

Bill To: **City of Woodstock**
General Fund
12453 Hwy. 92
Woodstock GA 30188

Ship To: **City of Woodstock**
210 Bell Place
Woodstock GA 30188

*Chris Knock Street Supervisor*

| Purchase Order No. | Customer ID | Job# | City/County | Project# | Shipping Method | Payment Terms | Req Ship Date |
|---|---|---|---|---|---|---|---|
| 1092 | GA2848 | | | | FED-EX GROUND | Net 30 Days | 8/28/2023 |

| Ordered | Shipped | B/O | Item Number | Description | Unit Price | Ext. Price |
|---|---|---|---|---|---|---|
| 1 | 1 | 0 | EMAIL INVOICE | cknock@woodstockga.gov | | |
| 5 | 5 | 0 | ITEM #1 | AI Glance Pre-empt In Vehicle SystemIncludes: AI 500-065 In Vehicle Preempt/Priority Un | $4,453.00 | $22,265.00 |
| 3 | 3 | 0 | ITEM #2 | AI Glance Pre-empt In Vehicle System Includes: AI 500-086-02 Intersection Preempt Equip | $5,720.81 | $17,162.43 |
| 1 | 1 | 0 | ITEM #1 | Temple Technical Assistance | $1,250.00 | $1,250.00 |

156843PB Bill
Ship 156843P

Tracking#

| | |
|---|---|
| **Subtotal** | $40,677.43 |
| **Misc** | $0.00 |
| **Tax** | $0.00 |
| **Freight** | $0.00 |
| **Trade Discount** | $0.00 |
| **Total** | $40,677.43 |

**AGENDA ITEM NO. 7.7**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Cassandra Henry, Administration |
| **ITEM TYPE:** | Deeds, Easements, ROW Abandonments |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Ratify Paden Street Parcel 1 of the Paden Street Extension** |
| **SUGGESTED ACTION:** | See the attached closing statement for Paden Street Parcel 1. This is part of the Paden Street Extension |

**ATTACHMENTS:**

Paden St.Parcel 1.Closing statement.pdf

# AGREEMENT TO PURCHASE RIGHT-OF-WAY AND/OR EASEMENT(S)

**Project: Paden Street Extension**
**Parcel No.: 1**

GEORGIA, CHEROKEE COUNTY

For and in consideration of the sum of One Dollar ($1.00), receipt whereof being acknowledged, the undersigned grants to the City of Woodstock, Georgia, an option to acquire the following described real estate:

Right-of-way and/or easement rights upon that tract or parcel of land located in Land Lot 1069 & 1092 of the 15th District, 2nd Section of Cherokee County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of $ 52,375.00 the undersigned agrees to execute and deliver to the City of Woodstock, Georgia, right-of-way rights upon the land owned by the undersigned as reflected below and on the attached Exhibit "A".

The following conditions are imposed upon the grant of this option:

1) This option shall extend for 90 days from this date.

2) The consideration recited is full payment for the rights conveyed.
5,494.09 square feet of Required Right-of-Way
1,194.42 square feet of Required Temporary Construction Easement

3) All Temporary Easements will terminate upon completion and acceptance of the same by the City.

4) Special Provisions, if any, are listed on Exhibit "B".

**{For multiple sellers only}**

Proceeds shall be allocated among the sellers as follows:

| | | 1. | 2. | 3. |
|---|---|---|---|---|
| 1. Joshuas Landing HOA | $ 52,375.00 | ( ) | ( ) | ( ) |
| 2. | $ | ( ) | ( ) | ( ) |
| 3. | $ | ( ) | ( ) | ( ) |

*Print Name of Payee (s) and show allocated share of each* — *Initials of all Sellers*

Signed, sealed and delivered
this 31 day of August, 2022
in the presence of:

Witness

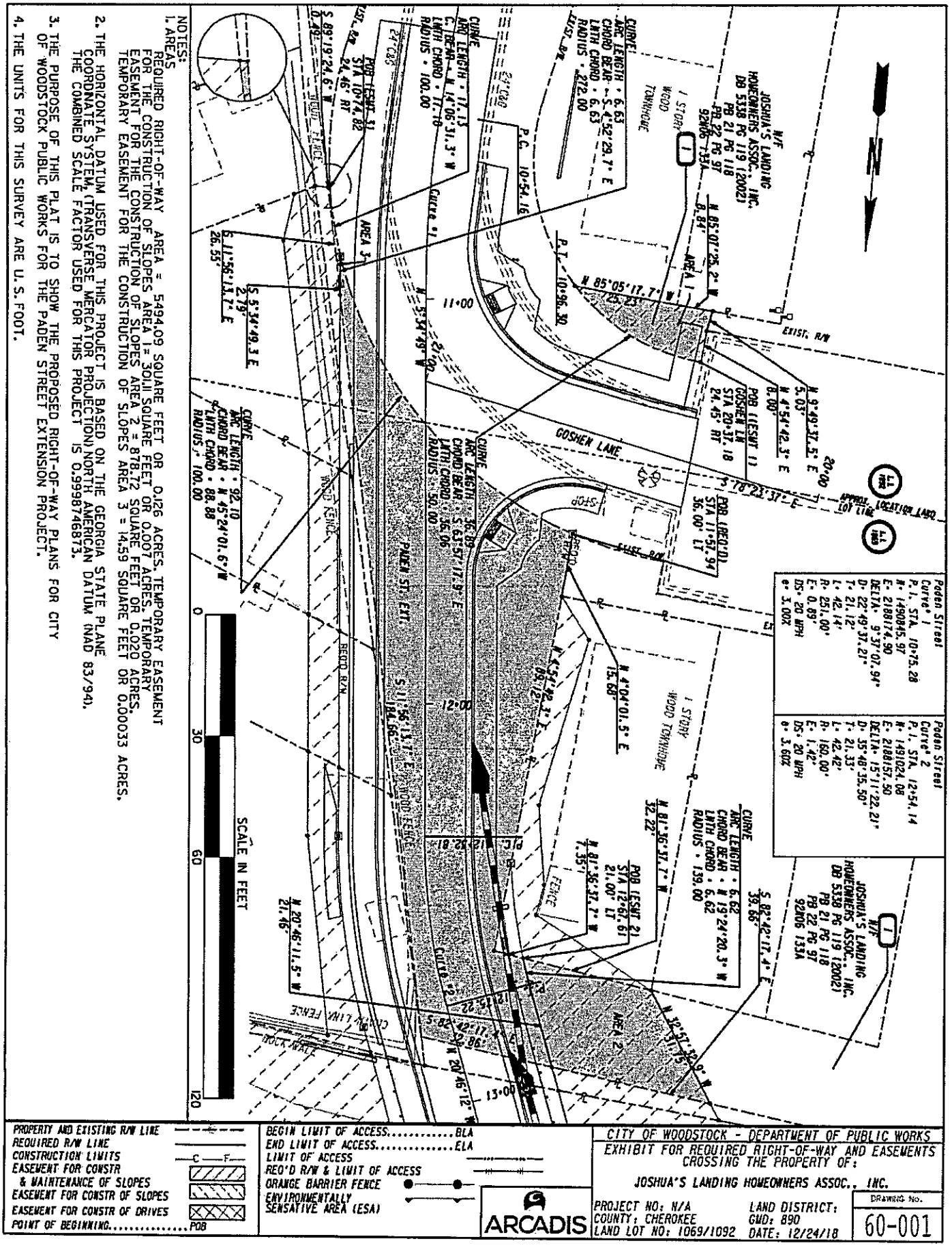
CHERYL D SLUSSER NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 15, 2024

**Joshua's Landing Homeowner's Association, Inc.**

(Seal)
Print Name: Bobby Allen Blackwell
Title: President

(Seal)
Print Name: Jeff Armistead
Title: Vice President

# EXHIBIT "A"


NOTES:
1. AREAS
REQUIRED RIGHT-OF-WAY AREA = 5494.09 SQUARE FEET OR 0.126 ACRES. TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES AREA 1 = 301.11 SQUARE FEET OR 0.007 ACRES. TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES AREA 2 = 878.72 SQUARE FEET OR 0.020 ACRES. TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES AREA 3 = 14.59 SQUARE FEET OR 0.00033 ACRES.
2. THE HORIZONTAL DATUM USED FOR THIS PROJECT IS BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, (TRANSVERSE MERCATOR PROJECTION) NORTH AMERICAN DATUM (NAD 83/94). THE COMBINED SCALE FACTOR USED FOR THIS PROJECT IS 0.999874687873.
3. THE PURPOSE OF THIS PLAT IS TO SHOW THE PROPOSED RIGHT-OF-WAY PLANS FOR CITY OF WOODSTOCK PUBLIC WORKS FOR THE PADEN STREET EXTENSION PROJECT.
4. THE UNITS FOR THIS SURVEY ARE U.S. FOOT.
SCALE IN FEET
0
30
60
120
Paden Street
Curve' 1
P.I. STA. 10+75.28
N: 1490845.97
E: 2188174.90
DELTA: 9°37'07.94"
D: 22°49'37.21"
T: 21.12'
L: 42.14'
R: 251.00'
E: 0.89'
DS: 20 MPH
e: 3.00%
Paden Street
Curve' 2
P.I. STA. 12+54.14
N: 1491024.08
E: 2188157.50
DELTA: 15°11'22.21"
D: 35°48'35.50"
T: 21.33'
L: 42.42'
R: 160.00'
E: 1.42'
DS: 20 MPH
e: 3.00%
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
POINT OF BEGINNING.....POB
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ENVIRONMENTALLY SENSATIVE AREA (ESA)
ARCADIS
CITY OF WOODSTOCK - DEPARTMENT OF PUBLIC WORKS
EXHIBIT FOR REQUIRED RIGHT-OF-WAY AND EASEMENTS CROSSING THE PROPERTY OF:
JOSHUA'S LANDING HOMEOWNERS ASSOC., INC.
PROJECT NO: N/A
COUNTY: CHEROKEE
LAND LOT NO: 1069/1092
LAND DISTRICT: GWD: 890
DATE: 12/24/18
DRAWING No.
60-001

**MOORE INGRAM JOHNSON & STEELE, LLP**
**ATTORNEYS AT LAW**
**EMERSON OVERLOOK – 326 ROSWELL STREET**
**MARIETTA, GEORGIA 30060**
**(770) 429-1499**

## SALE CLOSING STATEMENT

| | |
|---|---|
| Closing Date: | September 28, 2023 |
| Seller: | Joshua's Landing Homeowners Association, Inc. |
| Purchaser: | City of Woodstock, Georgia |
| MIJS File No.: | 23R132.1 |
| Property: | **Right of Way Deed (covering 5,494.09 square feet) and Temporary Construction Easement (covering 1,480.89 square feet) on Paden Street, Woodstock, Cherokee County, Georgia (Parcel 1-Paden Street Extension)** |

| | | |
|---|---|---|
| PURCHASE PRICE: | | $52,375.00 |
| ADJUSTMENTS TO PURCHASE PRICE: | $ -0- | |
| BALANCE OF PURCHASE PRICE: | | $52,375.00 |
| DISBURSEMENTS FOR SELLER: | $ -0- | |
| BALANCE TO SELLER: | | $52,375.00 |

DISBURSEMENTS FOR PURCHASER:

| | | |
|---|---|---|
| 1) | Balance of Purchase Price: | $52,375.00 |
| 2) | Title Exam Fees to Emerson Title | POC |
| 3) | Attorney Fees to MIJS | 450.00 |
| 4) | Title Commitment Fee to 1499, Inc. | 100.00 |
| 5) | Owner's Title Ins. to 1499, Inc. | 500.00 |
| 6) | Recording/Misc. Expenses to MIJS | $ 59.50 |
| | TOTAL | $53,484.50 |

| | |
|---|---|
| CASH TO CLOSE: | |
| FROM SELLER: | $ -0- |
| FROM PURCHASER: | $53,484.50 |

**CONTRACT:**
Those terms and conditions as contained in that certain Agreement to Purchase Right-of-Way and/or Easement(s) for the subject property between Seller and Purchaser which are designated to survive the closing and delivery of the Right of Way Deed, shall so survive.

**REAL ESTATE AGENTS/COMMISSION:**
Seller and Purchaser each warrant to the other that no real estate broker or agent is entitled to a commission as a result of this transaction. Seller and Purchaser each hereby indemnify and agree to hold harmless the other from any claim by any real estate agent or broker for any commission as a result of this transaction, which claim is caused or produced by such party.

**PROPERTY TAXES:**
There shall not be any proration of property taxes between the parties to this transaction.

**DOCUMENT ERROR/OMISSION**
Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.

**SELLER ACKNOWLEDGEMENT OF PROCEEDS**
Seller hereby acknowledges receipt and payment in full of the proceeds due from the within settlement.

**DISBURSEMENTS APPROVED AND AUTHORIZED**
I/We have examined the above closing statement and find it correct; disbursements as above indicated are hereby authorized and directed.

**COUNTERPARTS**
This Sale Closing Statement may be signed in two or more counterparts, each of which will be deemed to be an original agreement, but all of which will constitute one and the same document. A counterpart signed by a party and transmitted to another party electronically will have the same effect as the delivery of the original counterpart.

"SELLER"
JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.

By: _____
Bobby Blackwell
President

"PURCHASER"
CITY OF WOODSTOCK, GEORGIA

By: _____
Name: Jeffrey Moon
Title: City Manager

MOORE, INGRAM, JOHNSON & STEELE, LLP

By: _____
Eldon L. Basham
Closing Attorney

**CERTIFIED RESOLUTION**

I, **CHERYL SLUSSER**, certify that I am the Secretary of **JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation, (hereinafter referred to as the "Corporation"), that the President of the Corporation is **BOBBY BLACKWELL** and that the following is a true and correct copy of a Resolution duly adopted by unanimous consent of said Corporation effective the 28th day of September, 2023, and that such Resolution has not been altered, repealed or amended and remains in full force and effect:

> WHEREAS, **JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.** intends to sell property known as a right-of-way area on Paden Street, Woodstock, Cherokee County, Georgia, together with a temporary construction easement (hereinafter referred to as the "Property") pursuant to a contract previously entered into by the Corporation.
>
> WHEREAS, in connection with the sale, **BOBBY BLACKWELL** must execute certain documents including, without limitation, a Right-of-Way Deed and Owner's Affidavit and other ancillary documentation to consummate the contemplated transaction, and a Resolution is needed to authorize the sale and to specifically authorize the negotiation and execution on behalf of the Corporation of all documents necessary to consummate the sale.
>
> "NOW, THEREFORE, be it resolved, the sale is hereby approved, and **BOBBY BLACKWELL**, President of the Corporation, is hereby authorized to negotiate and execute all documentation necessary or appropriate in his judgment to consummate the sale on such terms, conditions, and provisions as he deems necessary and appropriate, and to affix the seal of the Corporation thereto; provided, however, that neither the seal of the Corporation nor the attestation of the signature of the signing officer shall be required for the due execution and enforceability of any such documentation; and such execution of any document or instrument shall be conclusive evidence that the officers of the Corporation deem the terms, conditions and provisions thereof to be proper and in the best interest of the Corporation."

IN WITNESS WHEREOF, I have hereunto set my hand under this seal this 27 day of September, 2023.

Cheryl Slusser (Seal)
**CHERYL SLUSSER**, Secretary

ATTEST:

**BOBBY BLACKWELL**, President

{CORPORATE SEAL}

STATE OF GEORGIA
COUNTY OF COBB

**OWNER'S AFFIDAVIT,**
**GEORGIA WITHHOLDING TAX AFFIDAVIT**
**AND CERTIFICATE AND AFFIDAVIT OF NON-FOREIGN STATUS**
**WHERE OWNER IS SELLER OR BORROWER AND**
**STATE OF GEORGIA RESIDENT/NOT A FOREIGN PERSON**

Personally appeared before the undersigned officer, duly authorized to administer oaths, **BOBBY BLACKWELL** (hereinafter referred to as "Affiant"), who, being first duly sworn, deposes and says that Affiant is the **President of JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation** (hereinafter referred to as "Owner"), and that Owner is the owner in fee simple of certain real property located in **Cherokee** County, Georgia, (said real property being more particularly described in Exhibit "A" attached hereto and by reference made a part hereof). Affiant further deposes and says that, EXCEPT AS MAY BE EXPRESSLY SET FORTH TO THE CONTRARY ON Exhibit "B" attached hereto and by reference made a part hereof;

Owner is in open and notorious possession of said property and has the lawful right to convey the same; and

There have been no improvements or repairs made to said property within the last ninety-five (95) days; and

There are no liens or claims for past due ad valorem taxes or sanitary taxes, or assessments of any kind against said property. All charges for water and sewer service provided to said property which are currently due have been paid. There are no outstanding unpaid bills for sewage charges, garbage pickup services, street lights, or for the installation of utilities serving said property; and

No party other than Owner claims or has a right to claim any interest in said property, and there is no lien, encumbrance, easement, or other title objection affecting the title to said property; and

There is no claim, pending suit, tax lien, judgment or execution against Owner in any jurisdiction whatsoever that in any way presently affects the title to said property or constitutes a claim, lien or encumbrance thereon or a cloud on the title thereto; and

There is no pending or proposed petition or ordinance for, or proceeding relating to, any condemnation, paving, or assessment for any street improvements or other improvements affecting said property; and

That all compensation due or to become due arising out of any listing agreement or any other agreement for the management, sale, or lease of or otherwise conveying any interest in the real estate has been paid or has been waived in writing by the potential lien claimant entitled to such compensation. This statement is given in accordance with O.C.G.A. Section 44-14-605 in order to dissolve any lien rights which exist pursuant to O.C.G.A. Section 44-14-600, et seq. (Commercial Real Estate Broker Lien Act).

Owner has no knowledge of any use by preceding owners of the property, has not used, nor has permitted any use of the property for any purposes which would have contributed to the contamination of the property by hazardous materials as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended - CERCLA) and or other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such in the Environmental Laws, whether now existing or hereafter enacted or promulgated, or any judicial or administrative interpretation of such Environmental Laws.

Owner is a State of Georgia resident and not a foreign person. If Owner is an entity other than a person it is a domestic U. S. entity.

Affiant is authorized to make this affidavit; and

This affidavit is given for the purpose of inducing **CITY OF WOODSTOCK, GEORGIA** to purchase said property and to induce **CHICAGO TITLE INSURANCE COMPANY** to insure title to said property. Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct and complete.

_____(Seal)
**BOBBY BLACKWELL,** Affiant

Sworn to and subscribed before me,
this 28th day of September, 2023.

_____
NOTARY PUBLIC



**EXHIBIT "A"**
**LEGAL DESCRIPTION PARCEL 1**
**REQUIRED RIGHT-OF-WAY**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point at station 10+90.18, 21.00 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing along the easterly right-of-way of Goshen Lane on a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
Thence North 04°04'02" East, leaving said easterly right-of-way line a distance of 15.68 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc and Kristen L. Parker.
Thence North 04°54'42" East, along said common property line a distance of 89.12 feet to a point;
Thence North 81°36'38" West, along said common property line a distance of 7.35 feet to a point;
Thence along a curve to the left an arc distance of 6.62 feet, having a radius of 139.00 feet the chord bearing of which is North 19°24'20" West, a chord distance of 6.62 feet;
Thence North 20°46'12" West, a distance of 21.46 feet to a point;
Thence South 82°42'17" East, a distance of 32.86 feet to a point;
Thence South 11°56'14" East, a distance of 184.66 feet to a point;
Thence South 05°34'49" East, a distance of 2.79 feet to a point;
Thence along a curve to the right an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is South 04°52'53" East, a chord distance of 6.64 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 5494.096 square feet, or 0.126 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 1)**

All and singular that certain tract of land lying and being in Land Lot 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point;

Thence North 88°36'28" West, leaving said easterly right-of-way line of Goshen Lane a distance of 57.89 feet said point on the common property line of Joshua's Landing Homeowners Assoc., Inc. and Najarian Capital LLC, being the TRUE POINT OF BEGINNING;

Thence North 85°05'18" West, along said common property line a distance of 25.23 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc., Najarian Capital LLC & Tonya L. McKinney;
Thence North 85°05'18" West, a distance of 8.84 feet to a point;
Thence North 09°49'38" East, a distance of 5.02 feet to a point;
Thence North 04°54'42" East, a distance of 8.00 feet to a point;
Thence along a curve to the right an arc distance of 36.89 feet, having a radius of 50.00 feet the chord bearing of which is South 63°57'18" East, a chord distance of 36.06 feet to a point and the TRUE POINT OF BEGINNING;

CONTAINING 301.091 square feet, or 0.007 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 2)**

All and singular that certain tract of land lying and being in Land Lot 1069, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point;
Thence continuing along said easterly right-of-way along a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
Thence North 04°04'02" East, leaving said easterly right-of-way line a distance of 15.68 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc and Kristen L. Parker.
Thence North 04°54'42" East, along said common property line a distance of 89.12 feet to a point;
Thence North 81°36'38" West, along said common property line a distance of 7.35 feet to a point aid point being the TRUE POINT OF BEGINNING;

Thence North 81°36'38" West, a distance of 32.22 feet to a point
Thence North 32°58'41" West, a distance of 36.43 feet to a point
Thence South 85°12'19" East, a distance of 39.91 feet to a point
Thence South 20°46'12" East, a distance of 27.47 feet to a point
Thence along a curve to the right an arc distance of 6.62 feet, having a radius of 139.00 feet the chord bearing of which is South 19°24'20" East, a chord distance of 6.62 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 1057.806 square feet, or 0.024 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 3)**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 403.00 feet to a point at station 10+75.23, 24.46 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing said easterly right-of-way line along a curve to the left an arc distance of 17.12 feet, having a radius of 100.00 feet the chord bearing of which is North 14°06'28" West, a chord distance of 17.10 feet to a point;
Thence leaving said easterly right-of-way line along a curve to the left an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is North 04°52'53" West, a chord distance of 6.64 feet to a point;

Thence North 05°34'49" West, a distance of 2.79 feet to a point;
Thence North 5°34'49" West, a distance of 21.76 feet to a point;
Thence South 12°44'54" East, a distance of 48.80 feet to a point;
Thence South 89°19'25" West, a distance of 3.65 feet to a point on the easterly right-of-way line of Goshen Lane said point being the TRUE POINT OF BEGINNING;

CONTAINING 121.995 square feet, or 0.003 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.

**EXHIBIT "B"**

1. Taxes for the year 2023 and all subsequent years not yet due and payable and any and all taxes and assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, rebillings, or errors by tax officials or their agents.

2. Declaration of Covenants, Conditions, Restrictions and Easements for Joshua's Landing filed for record on December 29, 1982 and recorded in Deed Book 336, page 129, Records of Cherokee County, Georgia.

3. All matters disclosed by that certain plat recorded in Plat Book 20, page 161, Records of Cherokee County, Georgia.

4. All matters disclosed by that certain plat recorded in Plat Book 21, page 118, Records of Cherokee County, Georgia.

5. All matters disclosed by that certain plat recorded in Plat Book 22, page 97, Records of Cherokee County, Georgia.

6. All matters disclosed by those certain plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.

PT-61 (Rev. 2/18) To be filed in **CHEROKEE COUNTY** PT-61 028-2023-009270

| SECTION A – SELLER'S INFORMATION (Do not use agent's information) | | SECTION C – TAX COMPUTATION | |
|---|---|---|---|
| SELLER'S BUSINESS / ORGANIZATION / OTHER NAME<br>Joshua's Landing Homeowners Association, Inc. | | Exempt Code<br>If no exempt code enter NONE | Govt/NonProfit Public Corp |
| MAILING ADDRESS (STREET & NUMBER)<br>P.O. Box 1325 | | 1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown | $52,375.00 |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY<br>Woodstock, GA 30188 USA | DATE OF SALE<br>9/28/2023 | 1A. Estimated fair market value of Real and Personal property | $0.00 |
| SECTION B – BUYER'S INFORMATION (Do not use agent's information) | | 2. Fair market value of Personal Property only | $0.00 |
| BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME<br>City of Woodstock, Georgia | | 3. Amount of liens and encumbrances not removed by transfer | $0.00 |
| MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes)<br>12453 Highway 92 | | 4. Net Taxable Value<br>(Line 1 or 1A less Lines 2 and 3) | $0.00 |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY<br>Woodstock, GA 30188 USA | Check Buyers Intended Use<br>( ) Residential ( ) Commercial<br>( ) Agricultural ( ) Industrial | 5. TAX DUE at .10 per $100 or fraction thereof (Minimum $1.00) | $0.00 |

| SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc)) | | | | | |
|---|---|---|---|---|---|
| HOUSE NUMBER & EXTENSION (ex 265A) | PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION | | | | SUITE NUMBER |
| COUNTY<br>CHEROKEE | CITY (IF APPLICABLE)<br>Woodstock | | MAP & PARCEL NUMBER<br>92N06 133A | | ACCOUNT NUMBER |
| TAX DISTRICT | GMD | LAND DISTRICT<br>15th | ACRES | LAND LOT<br>1069 and 1092 | SUB LOT & BLOCK |

| SECTION E – RECORDING INFORMATION (Official Use Only) | | | | |
|---|---|---|---|---|
| DATE | DEED BOOK | DEED PAGE | PLAT BOOK | PLAT PAGE |

ADDITIONAL BUYERS
None

[Space Above This Line For Recording Data]

RETURN TO:
MOORE INGRAM JOHNSON & STEELE, LLP
Emerson Overlook
326 Roswell Street
Marietta, Georgia 30060
23R132.1

# RIGHT OF WAY D E E D

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

THIS INDENTURE, made the 28th day of September, in the year Two Thousand Twenty-Three, between

**JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.,**
**a Georgia non-profit corporation**

as party or parties of the first part, hereinafter called Grantor, and

**CITY OF WOODSTOCK, GEORGIA**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1069 AND 1092 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED

HERETO AND INCORPORATED HEREIN BY THIS REFERENCE TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" (THE "EASEMENT AREA") TO ALLOW GRANTEE, ITS AGENTS, CONTRACTORS, SUCCESSORS AND ASSIGNS TO ACCESS THE EASEMENT AREA AND TO CONSTRUCT ROAD IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO CURBING AND GUTTERS, WITHIN THE PROPERTY DEEDED HEREBY, AND TO CONSTRUCT AND INSTALL SLOPES AND DRAINAGE TO ACCOMODATE SAID ROAD AND ANY DRIVEWAY ACCESS ADJACENT TO SAID ROAD. THE TEMPORARY CONSTRUCTION EASEMENT BECOMES EFFECTIVE AT THE EXECUTION HEREOF AND THE RIGHT TO CONSTRUCT WILL EXPIRE UPON THE EARLIER OF (I) EIGHTEEN MONTHS FROM THE DATE HEREOF, OR (II) THE COMPLETION OF THE CONSTRUCTION OF SAID ROAD IMPROVEMENTS ON THE AFORESAID PROPERTY.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public
[NOTARY SEAL]
My Commission Expires: _____

PAMELA A. KING NOTARY PUBLIC PAULDING COUNTY, GA EXP. FEB. 21, 2021

**JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.,**
**a Georgia non-profit corporation**

By: _____(Seal)
**Bobby Blackwell**
**President**

(Corporate Seal)

CORPORATE SEAL

**EXHIBIT "A"**
**LEGAL DESCRIPTION PARCEL 1**
**REQUIRED RIGHT-OF-WAY**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point at station 10+90.18, 21.00 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing along the easterly right-of-way of Goshen Lane on a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
Thence North 04°04'02" East, leaving said easterly right-of-way line a distance of 15.68 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc and Kristen L. Parker.
Thence North 04°54'42" East, along said common property line a distance of 89.12 feet to a point;
Thence North 81°36'38" West, along said common property line a distance of 7.35 feet to a point;
Thence along a curve to the left an arc distance of 6.62 feet, having a radius of 139.00 feet the chord bearing of which is North 19°24'20" West, a chord distance of 6.62 feet;
Thence North 20°46'12" West, a distance of 21.46 feet to a point;
Thence South 82°42'17" East, a distance of 32.86 feet to a point;
Thence South 11°56'14" East, a distance of 184.66 feet to a point;
Thence South 05°34'49" East, a distance of 2.79 feet to a point;
Thence along a curve to the right an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is South 04°52'53" East, a chord distance of 6.64 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 5494.096 square feet, or 0.126 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 1)**

All and singular that certain tract of land lying and being in Land Lot 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);

Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point;
Thence North 88°36'28" West, leaving said easterly right-of-way line of Goshen Lane a distance of 57.89 feet said point on the common property line of Joshua's Landing Homeowners Assoc., Inc. and Najarian Capital LLC, being the TRUE POINT OF BEGINNING;

Thence North 85°05'18" West, along said common property line a distance of 25.23 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc., Najarian Capital LLC & Tonya L. McKinney;
Thence North 85°05'18" West, a distance of 8.84 feet to a point;
Thence North 09°49'38" East, a distance of 5.02 feet to a point;
Thence North 04°54'42" East, a distance of 8.00 feet to a point;
Thence along a curve to the right an arc distance of 36.89 feet, having a radius of 50.00 feet the chord bearing of which is South 63°57'18" East, a chord distance of 36.06 feet to a point and the TRUE POINT OF BEGINNING;

CONTAINING 301.091 square feet, or 0.007 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 2)**

All and singular that certain tract of land lying and being in Land Lot 1069, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point;
Thence continuing along said easterly right-of-way along a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
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Thence North 04°54'42" East, along said common property line a distance of 89.12 feet to a point;
Thence North 81°36'38" West, along said common property line a distance of 7.35 feet to a point aid point being the TRUE POINT OF BEGINNING;

Thence North 81°36'38" West, a distance of 32.22 feet to a point
Thence North 32°58'41" West, a distance of 36.43 feet to a point
Thence South 85°12'19" East, a distance of 39.91 feet to a point
Thence South 20°46'12" East, a distance of 27.47 feet to a point

Thence along a curve to the right an arc distance of 6.62 feet, having a radius of 139.00 feet the chord bearing of which is South 19°24'20" East, a chord distance of 6.62 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 1057.806 square feet, or 0.024 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 3)**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 403.00 feet to a point at station 10+75.23, 24.46 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing said easterly right-of-way line along a curve to the left an arc distance of 17.12 feet, having a radius of 100.00 feet the chord bearing of which is North 14°06'28" West, a chord distance of 17.10 feet to a point;
Thence leaving said easterly right-of-way line along a curve to the left an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is North 04°52'53" West, a chord distance of 6.64 feet to a point;

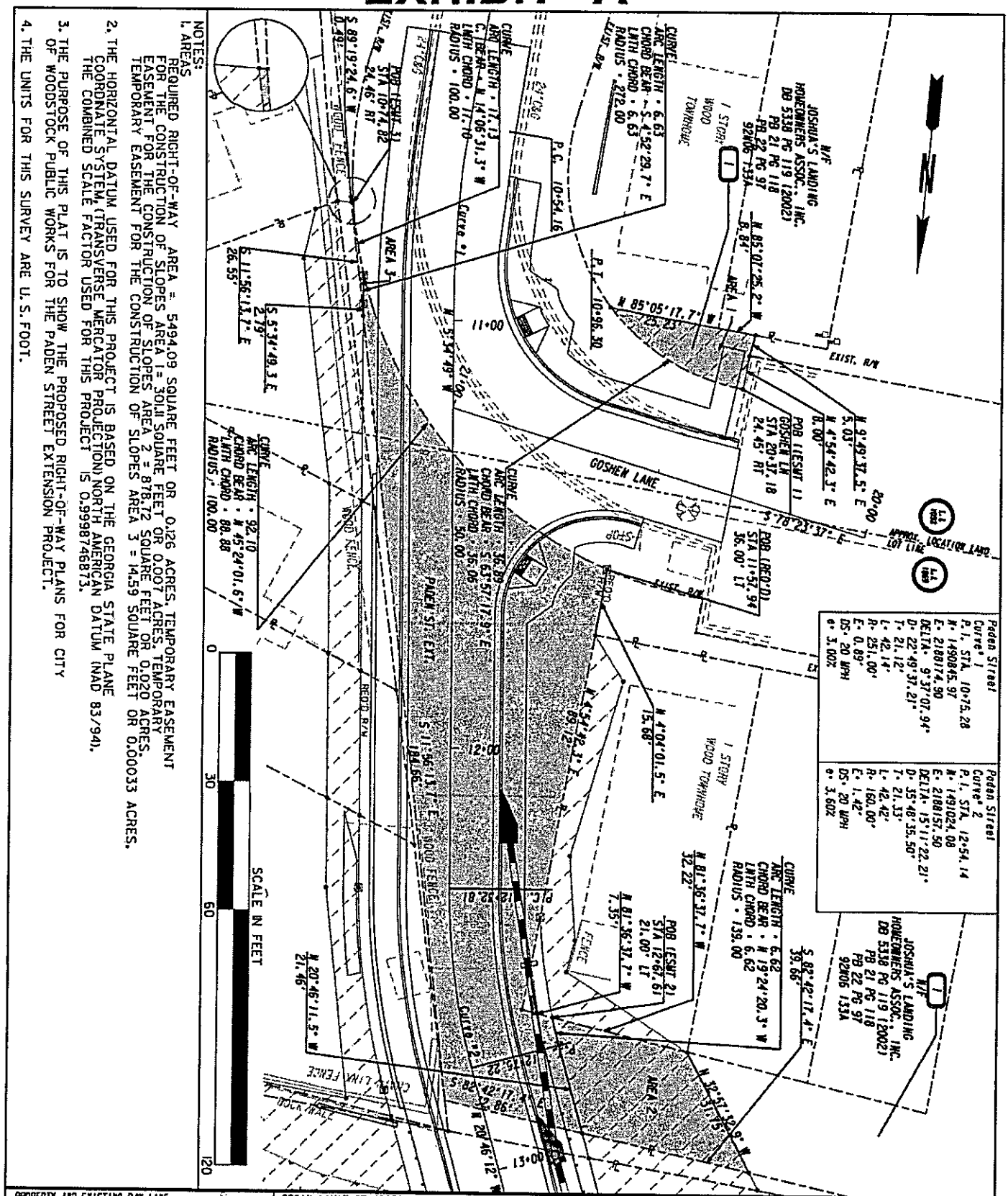
Thence North 05°34'49" West, a distance of 2.79 feet to a point;
Thence North 5°34'49" West, a distance of 21.76 feet to a point;
Thence South 12°44'54" East, a distance of 48.80 feet to a point;
Thence South 89°19'25" West, a distance of 3.65 feet to a point on the easterly right-of-way line of Goshen Lane said point being the TRUE POINT OF BEGINNING;

CONTAINING 121.995 square feet, or 0.003 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.

**EXHIBIT "A"**

**Page 4, Survey showing ROW and Temporary Construction Easement**
**Parcel 1**

# EXHIBIT "A"




NOTES:

1. AREAS
   REQUIRED RIGHT-OF-WAY AREA = 5494.09 SQUARE FEET OR 0.126 ACRES. TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES AREA 1 = 301.11 SQUARE FEET OR 0.007 ACRES. TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES AREA 2 = 878.72 SQUARE FEET OR 0.020 ACRES. TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES AREA 3 = 14.59 SQUARE FEET OR 0.00033 ACRES.
2. THE HORIZONTAL DATUM USED FOR THIS PROJECT IS BASED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, (TRANSVERSE MERCATOR PROJECTION) NORTH AMERICAN DATUM (NAD 83/94). THE COMBINED SCALE FACTOR USED FOR THIS PROJECT IS 0.999874687873.
3. THE PURPOSE OF THIS PLAT IS TO SHOW THE PROPOSED RIGHT-OF-WAY PLANS FOR CITY OF WOODSTOCK PUBLIC WORKS FOR THE PADEN STREET EXTENSION PROJECT.
4. THE UNITS FOR THIS SURVEY ARE U.S. FOOT.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS — C — F —
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
POINT OF BEGINNING..... POB

BEGIN LIMIT OF ACCESS..... BLA
END LIMIT OF ACCESS..... ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ENVIRONMENTALLY SENSATIVE AREA (ESA)

ARCADIS

CITY OF WOODSTOCK - DEPARTMENT OF PUBLIC WORKS
EXHIBIT FOR REQUIRED RIGHT-OF-WAY AND EASEMENTS CROSSING THE PROPERTY OF:
JOSHUA'S LANDING HOMEOWNERS ASSOC., INC.

PROJECT NO: N/A
COUNTY: CHEROKEE
LAND LOT NO: 1069/1092
LAND DISTRICT: GMD: 890
DATE: 12/24/18

Drawing No. 60-001

PT-61 (Rev. 2/18) To be filed in **CHEROKEE COUNTY** PT-61 028-2023-009271

| SECTION A – SELLER'S INFORMATION (Do not use agent's information) | | SECTION C – TAX COMPUTATION | |
|---|---|---|---|
| SELLER'S BUSINESS / ORGANIZATION / OTHER NAME<br>Joshua's Landing Homeowners Association, Inc. | | Exempt Code<br>If no exempt code enter NONE | Deed Confirming Title Already Vested |
| MAILING ADDRESS (STREET & NUMBER)<br>P.O. Box 1325 | | 1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown | $0.00 |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY<br>Woodstock, GA 30188 USA | DATE OF SALE<br>9/28/2023 | 1A. Estimated fair market value of Real and Personal property | $0.00 |
| SECTION B – BUYER'S INFORMATION (Do not use agent's information) | | 2. Fair market value of Personal Property only | $0.00 |
| BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME<br>City of Woodstock, Georgia | | 3. Amount of liens and encumbrances not removed by transfer | $0.00 |
| MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes)<br>12453 Highway 92 | | 4. Net Taxable Value<br>(Line 1 or 1A less Lines 2 and 3) | $0.00 |
| CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY<br>Woodstock, GA 30188 USA | Check Buyers Intended Use<br>( ) Residential ( ) Commercial<br>( ) Agricultural ( ) Industrial | 5. TAX DUE at .10 per $100 or fraction thereof (Minimum $1.00) | $0.00 |

| SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc)) | | | | | |
|---|---|---|---|---|---|
| HOUSE NUMBER & EXTENSION (ex 265A) | PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION | | | | SUITE NUMBER |
| COUNTY<br>CHEROKEE | CITY (IF APPLICABLE)<br>Woodstock | | MAP & PARCEL NUMBER<br>92N06 133A | | ACCOUNT NUMBER |
| TAX DISTRICT | GMD | LAND DISTRICT<br>15th | ACRES | LAND LOT<br>1069 and 1092 | SUB LOT & BLOCK |

| SECTION E – RECORDING INFORMATION (Official Use Only) | | | | |
|---|---|---|---|---|
| DATE | DEED BOOK | DEED PAGE | PLAT BOOK | PLAT PAGE |

ADDITIONAL BUYERS
None

[Space Above This Line For Recording Data]

RETURN TO:
MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GEORGIA 30060
23R132.1

# QUITCLAIM DEED

## STATE OF GEORGIA

## COUNTY OF COBB

THIS INDENTURE made the 28th day of September in the year of Two Thousand Twenty-Three, between

**JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.,**
**a Georgia non-profit corporation**

of the County of Cherokee and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**CITY OF WOODSTOCK, GEORGIA**

of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns, where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey, and forever QUITCLAIM unto the said Grantee

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1069 AND 1092 OF THE 15TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

This Quitclaim Deed is given for the purpose of clearing title to caption property and is given simultaneously with that certain Right of Way Deed from Grantor to Grantee herein upon which transfer tax has been paid.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

PAMELA A KING NOTARY PUBLIC EXP. FEB. 21, 2021 PAULDING COUNTY, GA

**JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC.,**
**a Georgia non-profit corporation**

By: _____(Seal)
**Bobby Blackwell**
**President**

CORPORATE SEAL

**EXHIBIT "A"**
**REQUIRED RIGHT-OF-WAY QUITCLAIM**
**FOR PADEN STREET EXTENSION**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point at station 10+90.18, 21.00 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing along the easterly right-of-way of Goshen Lane on a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
Thence North 04°04'02" East, leaving said easterly right-of-way line of Goshen Lane (50' right-of-way) a distance of 15.68 feet to a point;
Thence North 04°54'42" East, a distance of 67.09 feet to a point;
Thence along a curve to the left an arc distance of 30.29 feet, having a radius of 139.00 feet the chord bearing of which is North 14°31'37" West, a chord distance of 30.23 feet to a point;
Thence North 20°46'12" West, a distance of 27.47 feet to a point;
Thence North 20°46'12" West, a distance of 46.27 feet to a point;
Thence along a curve to the right an arc distance of 55.00 feet, having a radius of 143.00 feet the chord bearing of which is North 09°45'06" West, and chord distance of 54.66 feet to a point;
Thence South 63°23'28" East, a distance of 48.90 feet to a point;
Thence along a curve to the left an arc distance of 17.76 feet, having a radius of 101.00 feet the chord bearing of which is South 15°43'54" East, a chord distance of 17.74 feet to a point;
Thence South 20°46'12" East, a distance of 66.36 feet to a point;
Thence South 20°46'12" East, a distance of 7.38 feet to a point;
Thence along a curve to the right an arc distance of 47.98 feet, having a radius of 181.00 feet the chord bearing of which is South 13°10'30" East, a chord distance of 47.84 feet to a point;
Thence South 05°34'49" East, a distance of 136.51 feet to a point;
Thence along a curve to the right an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is South 04°52'53" East, a chord distance of 6.64 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 11510.743 square feet or 0.264 acres as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.

CHICAGO TITLE INSURANCE COMPANY

**File No.: 23R132.1**

## COMMITMENT FOR TITLE INSURANCE
## Issued by
## CHICAGO TITLE INSURANCE COMPANY
## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**CHICAGO TITLE INSURANCE COMPANY**

Issued By:
Authorized Signatory
Eldon L. Basham
1499, Inc.
326 Roswell Street
Emerson Overlook
Marietta, GA 30060
Tel:770-429-1499
Fax:770-429-8631

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C27( 72C276B10 ALTA Commitment For Title Insurance 08/01/2016 180 days
04/02/2018 C276B_GA

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# CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: 1499, Inc.
Issuing Office: Marietta, Georgia
Issuing Office's ALTA® Registry ID:
Loan ID Number: _____
Commitment Number: 23R132.1
Issuing Office File Number: 23R132.1
Property Address: Right of Way and Easement Areas on Paden Street, Woodstock, Georgia 30188 (Parcel 1; Paden Street Extension Project)
Revision Number:

## SCHEDULE A

1. Commitment Date: September 19, 2023, at 5:00 p.m.

2. Policy to be issued:

   (a) 2006 ALTA® Owner's Policy w/ GA Modifications

   Proposed Insured: **CITY OF WOODSTOCK, GEORGIA**

   Proposed Policy Amount: **$52,375.00**

   (b) 2010 ALTA® Homeowner's Policy of Title Insurance

   Proposed Insured:

   Proposed Policy Amount: $

   (c) 2006 ALTA® Loan Policy w/ GA Modifications

   Proposed Insured:

   Proposed Policy Amount: **$**

3. The estate or interest in the Land described or referred to in this Commitment is **fee simple.**

4. The Title is, at the Commitment Date, vested in: **JOSHUA'S LANDING HOMEOWNERS ASSOCIATION, INC., a Georgia non-profit corporation**

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

**CHICAGO TITLE INSURANCE COMPANY**

**By:**_____
**Authorized Signatory**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**72C165B10**



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**Commitment Number: 23R132.1**

**SCHEDULE B, PART I**
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to-wit:

   a. Right of Way Deed from Joshua's Landing Homeowners Association, Inc., a Georgia non-profit corporation, to City of Woodstock, Georgia conveying title to caption property must be executed and filed for record.

5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.

6. Payment of all taxes and assessments assessed against the Land which are due and payable, to-wit: None.

7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.

8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:

   a. As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land.

   b. As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of The Land, and under what right.


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c. As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.

d. As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable, together with an affidavit from the owner of The Land as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against The Land which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.

9. Payment, cancellation and satisfaction of record of:

NONE


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**Commitment Number: 23R132.1**

**SCHEDULE B, PART II**
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

2. All taxes for the year 2023 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the date herein.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements or claims of easements, not shown by the Public Records.

5. Rights or claims of parties in possession not shown by the Public Records.

6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

7. Taxes or special assessments which are not shown as existing liens by the Public Records.

8. This policy does not insure the exact amount of acreage contained within the Land.

9. Declaration of Covenants, Conditions, Restrictions and Easements for Joshua's Landing filed for record on December 29, 1982 and recorded in Deed Book 336, page 129, Records of Cherokee County, Georgia.

10. All matters disclosed by that certain plat recorded in Plat Book 20, page 161, Records of Cherokee County, Georgia.

11. All matters disclosed by that certain plat recorded in Plat Book 21, page 118, Records of Cherokee County, Georgia.


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**Commitment Number: 23R132.1**

12. All matters disclosed by that certain plat recorded in Plat Book 22, page 97, Records of Cherokee County, Georgia.

13. All matters disclosed by those certain plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018.



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**Commitment Number: 23R132.1**

**EXHIBIT "A"**
**LEGAL DESCRIPTION PARCEL 1**
**REQUIRED RIGHT-OF-WAY**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point at station 10+90.18, 21.00 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing along the easterly right-of-way of Goshen Lane on a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
Thence North 04°04'02" East, leaving said easterly right-of-way line a distance of 15.68 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc and Kristen L. Parker.
Thence North 04°54'42" East, along said common property line a distance of 89.12 feet to a point;
Thence North 81°36'38" West, along said common property line a distance of 7.35 feet to a point;
Thence along a curve to the left an arc distance of 6.62 feet, having a radius of 139.00 feet the chord bearing of which is North 19°24'20" West, a chord distance of 6.62 feet;
Thence North 20°46'12" West, a distance of 21.46 feet to a point;
Thence South 82°42'17" East, a distance of 32.86 feet to a point;
Thence South 11°56'14" East, a distance of 184.66 feet to a point;
Thence South 05°34'49" East, a distance of 2.79 feet to a point;
Thence along a curve to the right an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is South 04°52'53" East, a chord distance of 6.64 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 5494.096 square feet, or 0.126 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.



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**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 1)**

All and singular that certain tract of land lying and being in Land Lot 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point;
Thence North 88°36'28" West, leaving said easterly right-of-way line of Goshen Lane a distance of 57.89 feet said point on the common property line of Joshua's Landing Homeowners Assoc., Inc. and Najarian Capital LLC, being the TRUE POINT OF BEGINNING;

Thence North 85°05'18" West, along said common property line a distance of 25.23 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc., Najarian Capital LLC & Tonya L. McKinney;
Thence North 85°05'18" West, a distance of 8.84 feet to a point;
Thence North 09°49'38" East, a distance of 5.02 feet to a point;
Thence North 04°54'42" East, a distance of 8.00 feet to a point;
Thence along a curve to the right an arc distance of 36.89 feet, having a radius of 50.00 feet the chord bearing of which is South 63°57'18" East, a chord distance of 36.06 feet to a point and the TRUE POINT OF BEGINNING;

CONTAINING 301.091 square feet, or 0.007 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 2)**

All and singular that certain tract of land lying and being in Land Lot 1069, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 417.94 feet to a point;


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Thence continuing along said easterly right-of-way along a curve to the left having an arc 92.11 feet, having a radius of 100.00 feet the chord bearing of North 45°23'58" West, a chord distance of 88.88 feet to a point;
Thence North 04°04'02" East, leaving said easterly right-of-way line a distance of 15.68 feet to a point on the common property line of Joshua's Landing Homeowners Assoc., Inc and Kristen L. Parker.
Thence North 04°54'42" East, along said common property line a distance of 89.12 feet to a point;
Thence North 81°36'38" West, along said common property line a distance of 7.35 feet to a point aid point being the TRUE POINT OF BEGINNING;

Thence North 81°36'38" West, a distance of 32.22 feet to a point
Thence North 32°58'41" West, a distance of 36.43 feet to a point
Thence South 85°12'19" East, a distance of 39.91 feet to a point
Thence South 20°46'12" East, a distance of 27.47 feet to a point
Thence along a curve to the right an arc distance of 6.62 feet, having a radius of 139.00 feet the chord bearing of which is South 19°24'20" East, a chord distance of 6.62 feet to a point said point being the TRUE POINT OF BEGINNING;

CONTAINING 1057.806 square feet, or 0.024 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.

**TOGETHER WITH:**
**LEGAL DESCRIPTION PARCEL 1**
**TEMPORARY EASEMENT FOR THE CONSTRUCTION OF SLOPES (AREA 3)**

All and singular that certain tract of land lying and being in Land Lots 1069 and 1092, 15th District of Cherokee County, Georgia, being more particularly described as follows:

COMMENCING at the northerly right-of-way line of Dupree Road (30' right-of-way) and the easterly line of Goshen Lane (50' right-of-way);
Thence northwesterly along said easterly right-of-way line of Goshen Lane a distance of 403.00 feet to a point at station 10+75.23, 24.46 feet right of construction centerline said point being the TRUE POINT OF BEGINNING;

Thence continuing said easterly right-of-way line along a curve to the left an arc distance of 17.12 feet, having a radius of 100.00 feet the chord bearing of which is North 14°06'28" West, a chord distance of 17.10 feet to a point;


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Thence leaving said easterly right-of-way line along a curve to the left an arc distance of 6.64 feet, having a radius of 272.00 feet the chord bearing of which is North 04°52'53" West, a chord distance of 6.64 feet to a point;

Thence North 05°34'49" West, a distance of 2.79 feet to a point;
Thence North 5°34'49" West, a distance of 21.76 feet to a point;
Thence South 12°44'54" East, a distance of 48.80 feet to a point;
Thence South 89°19'25" West, a distance of 3.65 feet to a point on the easterly right-of-way line of Goshen Lane said point being the TRUE POINT OF BEGINNING;

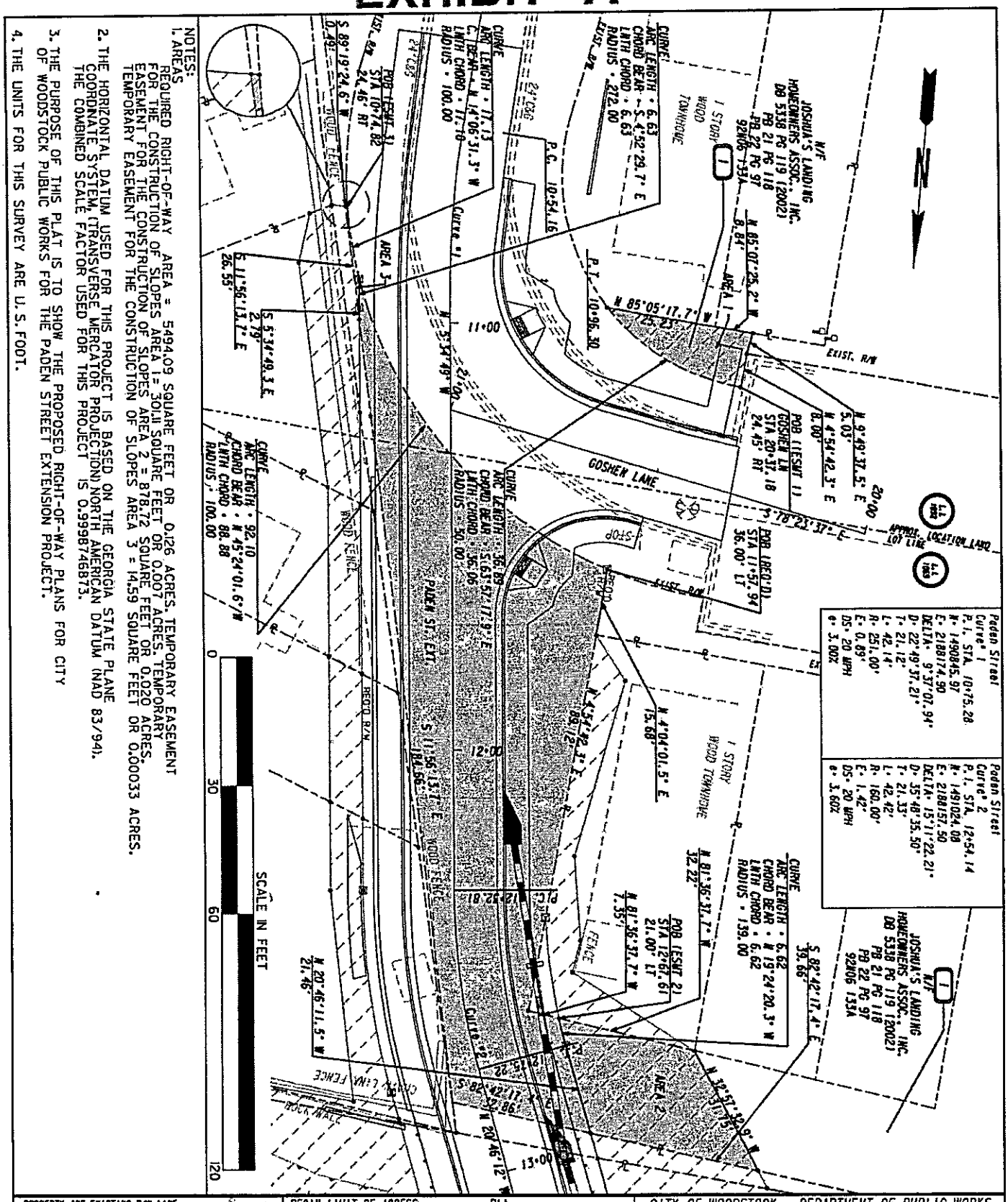
CONTAINING 121.995 square feet, or 0.003 acres, as shown on plans of Paden Street Extension for the City of Woodstock by ARCADIS, Project #30167828, dated 12-24-2018, a copy of which is attached hereto and incorporated herein by reference.



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# EXHIBIT "A"


N/F
JOSHUA'S LANDING HOMEOWNERS ASSOC., INC.
DB 5338 PG 119 (2002)
PB 21 PG 118
PB 22 PG 97
92N06 135A
1 STORY WOOD TOWNHOME
GOSHEN LANE
EXIST. R/W
POB (EASMT 1)
GOSHEN LN
STA 20+37.18
24.45' RT
POB (EASMT 2)
STA 11+57.94
36.00' LT
POB (EASMT 3)
STA 10+74.82
24.46' RT
POB (EASMT 4)
STA 12+67.61
21.00' LT
PADEN ST. EXT.
WOOD FENCE
CHAIN LINK FENCE
ROCK WALL
AREA 1
AREA 2
AREA 3
Curve #1
Curve #2
Curve #3
Curve #4
Curve #5
Curve #6
Curve #7
Curve #8
Curve #9
Curve #10
Curve #11
Curve #12
Curve #13
Curve #14
Curve #15
Curve #16
Curve #17
Curve #18
Curve #19
Curve #20
Curve

## COMMITMENT CONDITIONS

1. **DEFINITIONS**
   a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C276B10 72C276B10 ALTA Commitment For Title Insurance 08/01/2016 180 days 04/02/2018 C276B_GA
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c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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**AGENDA ITEM NO. 7.8**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Brian Stockton, Economic Development |
| **ITEM TYPE:** | Contracts, Agreements, Leases |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Woodstock City Center CO5 - Phase 1 Open Space + Landscaping** |
| **SUGGESTED ACTION:** | This change order #5 allows Winter Construction to proceed with the public open space located in front of the depot as part of phase 1 construction. The open space will be complete this fall/winter at or around the same time as the re-opening of Chambers Street Extension. The funding has been contemplated within the budget(s) for city center construction.<br><br>Approval of CO#5 as presented. |

**ATTACHMENTS:**

20230929 Woodstock City Center CO 05.pdf

20230901 Woodstock City Center - Phase 1 Landscaping Plans.pdf

# AIA® Document G701™ – 2017

*Change Order*

**PROJECT:** *(Name and address)*
Woodstock City Center Project
Chambers Street
Woodstock, GA 30188

**CONTRACT INFORMATION:**
Contract For: Woodstock City Center Project
Date: 11/29/2022

**CHANGE ORDER INFORMATION:**
Change Order Number: 5
Date: 09/29/2023

**OWNER:** *(Name and address)*
City of Woodstock, Ga
12453 Highway 92
Woodstock, GA 30188

**ARCHITECT:** *(Name and address)*
Place Maker Design
280 Interstate North Circle SE
Suite 510
Atlanta, GA 30339

**CONTRACTOR:** *(Name and address)*
The Winter Construction Company
5616 Peachtree Road, Suite 100
Chamblee, GA 30341

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

| IOC # | Description | | Approved Price |
|---|---|---|---|
| 22 | Phase 1 Park & Landscaping Added Scope | | $ 444,252.00 |
| | | Total Change Order Amount: | $ 444,252.00 |

| | | |
|---|---|---|
| The original Guaranteed Maximum Cost was | $ | 3,196,717.00 |
| The net change by previously authorized Change Orders | $ | 21,273,816.00 |
| The Guaranteed Maximum Cost prior to this Change Order was | $ | 24,470,533.00 |
| The Guaranteed Maximum Cost will be increased by this Change Order in the amount of | $ | 444,252.00 |
| The new Guaranteed Maximum Cost including this Change Order will be | $ | 24,914,785.00 |

The Contract Time will be increased by 0 days
The new date of Substantial Completion will be 12/20/2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersed the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| Place Maker Design | The Winter Construction Company | City of Woodstock, Ga |
|---|---|---|
| **ARCHITECT** *(Firm Name)* | **CONTRACTOR** *(Firm Name)* | **OWNER** *(Firm Name)* |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| **DATE** | **DATE** | **DATE** |

**FAX TO:** ( ) - Jeff Moon

**The Winter Construction Company**
5616 Peachtree Road, Suite 100
Chamblee, GA 30341
Phone: 404-710-2941
Fax: 404-223-1146

# PROPOSAL

## for Item of Change #22

## Woodstock City Center Project
## Project No: 23-017

**To:** Jeff Moon
City of Woodstock, Ga
12453 Highway 92
Woodstock, GA 30188

**Submit Date:** 09/29/2023

**Item of Change Date:** 09/07/2023

**Project Location:** Woodstock, GA

**Submit Amount:** $ 444,252.00

In accordance with the above-referenced Item of Change, we propose to perform the following:

Costs associated with the material, labor, equipment, etc. required to provide the added 'Phase 1 Park' scope of work per the Landscape Development Plan drawing set dated 09/01/23 and per Appendix A - Drawing Log dated 09/27/2023.

1. In order to incorporate this change, we estimate that we will require additional time for completion and have based our proposal upon receiving 0 calendar days extension.
2. This Proposal is firm for acceptance within 15 days.
3. This Proposal is based solely on the usual cost elements such as labor, material, and normal mark-ups and does not include any amount for additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, acceleration and/or impact costs, and the right is expressly reserved to make claim for any and all of these and related items of cost prior to any final settlement of this contract.
4. Since an itemized quotation is being submitted for your review, we reserve the right to add to this quotation items that may have been inadvertently missed.

**By:** Barrett Allen

**Title:** Project Manager

**Approved By:** Place Maker Design

**By:** Tim Vaccaro

**Title:**

**Date:**

**Approved By:** City of Woodstock, Ga

**By:** Jeff Moon

**Title:**

**Date:**

**Distribution:**

## Recapitulation Worksheet (Owner) for Item of Change #22

*September 27, 2023*

*Project:* **23017 - Woodstock City Center Project**
*Location:* **Woodstock, GA**
*Architect:* **Place Maker Design**
*Summary By:* **Barrett Allen**
*Description:* **Phase 1 Park & Landscaping**

### Work by Subcontractor:

| *Subcontractor* | *Amount Req by Sub* | *Comments* |
|---|---|---|
| WHEELER SERVICES, INC. | 54,613 | |
| WHITEHEAD ELECTRIC CO. | 121,100 | |
| CHEROKEE GRADING | 11,470 | |
| GIBSON LANDSCAPE | 212,228 | |
| C&C FENCE CO | 9,021 | |

| | % | $ |
|---|---|---|
| Subcontractor Subtotal: | | 408,432 |
| Change Order Fee: | 4.75 | 19,401 |
| G.C. Bond: | .95 | 3,880 |
| GL Insurance: | 1.07 | 4,370 |
| SDI: | 2 | 8,169 |
| Subcontractor Total: | | 444,252 |

### Work by TWCC:

| *Work Description* | *Quantity* | *Units* | *Unit Price* | *Cost* |
|---|---|---|---|---|
| | | | | |

| | % | $ |
|---|---|---|
| TWCC Subtotal: | | 0 |
| : | | |
| TWCC Total: | | 0 |
| Grand Total: | | 444,252 |

CHEROKEE GRADING & UTILITY CONTRACTORS
4390 Earney Road, Suite 130
Woodstock, GA 30188
OFFICE: 770/664-0362 FAX: 770/664-4135
www.cherokeegrading.com

September 25, 2023

**Chambers Street Extension - Change Order Request**

***Landscape Plan***

| | | | | | |
|---|---|---|---|---|---|
| Sleeves - with pullstring & PVC stubs. | 2" PVC Irrigation Sleeve | 30 | LF | $46.00 | $1,380.00 |
| | 4" PVC Utility Sleeve | 300 | LF | $25.20 | $7,560.00 |
| | 6" PVC Irrigation Sleeve | 60 | LF | $33.00 | $1,980.00 |
| | Less than Truckload Delivery | 1 | Each | $550.00 | $550.00 |
| | | | | | **$11,470.00** |

Gibson Landscape Services, LLC
11395 Old Roswell Road Alpharetta, GA 30009
p 404.537.4200

www.gibsonlandscape.com

| | | | |
|---|---|---|---|
| **To:** | Winter Construction | **Contact:** | Barrett Allen |
| **Address:** | 191 Peachtree Street, NE, Suite 2100 | **Phone:** | (404) 588-3300 |
| | Atlanta, GA 30303 | **Fax:** | |
| **Project Name:** | Woodstock City Center Phase I 230913 | **Bid Number:** | |
| **Project Location:** | 109 E Main St, Woodstock, GA | **Bid Date:** | 9/22/2023 |

Gibson Landscape proposes to furnish all labor, materials, tools, equipment and insurance necessary to complete the work for the above reference project as outlined below.

| Item Description | Estimated Quantity | Unit |
|---|---|---|
| **15.01 DRAINAGE** | | |
| **6" Drainage Line \| No Detail** | 312.00 | LF |
| · 6" Pipe Connected to Civil Line | | |
| **12" Area Drain in Landscape \| 3/L5.00** | 13.00 | EACH |
| · 12" Area Drain with Plastic Square Atrium Grate | | |
| · Mexican Beach Pebble at Grates | | |
| **12" Area Drain Under Planters \| No Detail** | 3.00 | EACH |
| · 12" Area Drain with Plastic Square Flat Grate | | |
| **Total Price for above 15.01 DRAINAGE Items:** | | **$17,619.09** |
| **28.01 SITE ELEMENTS** | | |
| **S-03 Monoline Bench \| 2/L9.00** | 2.00 | EACH |
| · Black Monoline Backed Bench by Site Pieces | | |
| · Surface Mount | | |
| **S-04 Monoline Flat Bench \| 3/L9.00** | 3.00 | EACH |
| · Black Monoline Flat Bench with Armrests by Site Pieces | | |
| · Surface Mount | | |
| **S-05 Monoline Lounge Chair \| 4/L9.00** | 2.00 | EACH |
| · Black Monoline Lounge Chair by Site Pieces | | |
| **S-06 Monoline Lounge Bench \| 5/L9.00** | 1.00 | EACH |
| · Black Monoline Lounge Bench by Site Pieces | | |
| · Surface Mount | | |
| **S-07 Monoline 40x20 Open \| 6/L9.00** | 1.00 | EACH |
| · Black Monoline Open Table by Site Pieces | | |
| **S-08 Ping Pong Table \| 8/L9.00** | 1.00 | EACH |
| · Black Monoline Ping Pong Table by Site Pieces | | |
| · Surface Mount | | |
| **S-09 Planter Pot \| 1/L9.00** | 3.00 | EACH |
| · 36" x 36" Precast Downtown Planter by Tournesol | | |
| **S-10 Waste Receptacle \| 7/L9.00** | 2.00 | EACH |
| · Black SDC-45 Waste Receptacle by Victor Stanley | | |
| · Surface Mount | | |
| **S-11 Monoline Bike Rack \| 9/L9.00** | 3.00 | EACH |
| · Black Monoline Bike Rack by Site Pieces | | |
| · Surface Mount | | |
| **Total Price for above 28.01 SITE ELEMENTS Items:** | | **$69,601.33** |
| **29.02 TREES** | | |
| **Carpinus b. 'Frans Fontaine' 3.0"** | 4.00 | EACH |
| **Quercus n. 'Breezeway' 3.0"** | 2.00 | EACH |
| **Zelkova s. 'Green Vase' 3.0"** | 5.00 | EACH |
| **Total Price for above 29.02 TREES Items:** | | **$9,496.98** |
| **29.03 SHRUBS** | | |
| **Cephalotaxus harringtonia #7** | 53.00 | EACH |

| Item Description | Estimated Quantity | Unit |
|---|---|---|
| **Cleyera japonica #7** | 11.00 | EACH |
| **Hydrangea p. 'Little Lime' #7** | 29.00 | EACH |
| **Ilex c. 'Carissa' #7** | 30.00 | EACH |
| **Ilex c. 'Hoogendorn' #7** | 54.00 | EACH |
| **Ilex c. 'Steeds' #15** | 2.00 | EACH |
| **Illicium parviflorum #7** | 20.00 | EACH |
| **Loropetalum c. 'Peack PP18441' #7** | 72.00 | EACH |
| **Miscanthus s. 'Adagio' #7** | 3.00 | EACH |
| **Perovskia atriplicifolia #3** | 11.00 | EACH |
| **Rudbeckia hirta #1** | 10.00 | EACH |
| **Total Price for above 29.03 SHRUBS Items:** | | **$20,665.11** |
| **29.05 GRASSES GROUNDCOVERS AND PERENNIALS** | | |
| **Liriope m. 'Super Blue' #1** | 408.00 | EACH |
| **Seasonal color #4"** | 57.00 | EACH |
| **Total Price for above 29.05 GRASSES GROUNDCOVERS AND PERENNIALS Items:** | | **$4,611.84** |
| **29.06 LAWNS & GRASSES** | | |
| **H-06 Artificial Turf \| 3/L0-10** | 2,889.00 | SF |
| · ForeverLawn Select EL System on Granite Fines with TCool System | | |
| **Aggregate Base at Artificial Turf \| 11/L5-10** | 2,889.00 | SF |
| · 4" Compacted GAB Base | | |
| · Filter Fabric Layer | | |
| **Drainage at Artificial Turf \| No Detail** | 227.00 | LF |
| · 4" Perforated Pipe with Filter Fabric | | |
| **Total Price for above 29.06 LAWNS & GRASSES Items:** | | **$56,797.83** |
| **29.19 MISC LANDSCAPE** | | |
| **Steel Edging \| 7/L5.10** | 91.00 | LF |
| · 6" x 3/16" Black Border Line Steel Edging | | |
| **Planting Soil** | 39.00 | CY |
| · 4" Depth Blackened Topsoil | | |
| **Planting Assembly at Planters \| No Detail** | 29.00 | SF |
| · 12" Depth #57 Stone | | |
| · Filter Fabric Layer | | |
| · 20" Blackened Topsoil | | |
| **Hardwood Shredded Mulch** | 30.00 | CY |
| · 3" Hardwood Shredded Mulch | | |
| **Irrigation - Base System & Sleeving** | 1.00 | EACH |
| · Note: Sleeving to median & median island across Chamber Street are not included. | | |
| · NIC - Others to provide 120 VAC power to controller and a 1" water supply w/ backflow preventer, all in new landscape area. | | |
| · NIC - Others to provide all cores, bores, hydrovac excavation, vertical sleeves, conduit to controller, hanging pipe, penetrations, waterproofing, cut and patch. | | |
| · One year parts and labor guarantee | | |
| **Total Price for above 29.19 MISC LANDSCAPE Items:** | | **$33,436.01** |

**Total Bid Price: $212,228.19**

**Notes:**

- **GENERAL QUALIFICATIONS:** This proposal should be considered valid for a period of 30 (thirty) days from date of submission as a lump sum value. Pricing excludes Performance, Payment or Maintenance Bonds unless specifically proposed. The Contractor reserves the right to retract bid if Owner and Contractor do not reach Contract mutual terms, conditions, and schedule, within that time. Proposal is considered an Appendix to any Contract. Material escalation above 3% during cure period will require cost adjustment. Fuel escalation above 10% during the term of the agreement will require price adjustment. GLS LLC is not responsible for loss or damages due to acts of God, criminal or malicious acts or any negligent acts beyond the control of GLS LLC (i.e., overwatering, underwatering, freeze damage, lightning, drought, vandalism, loss of power, no irrigation, etc.). GLS LLC assumes no responsibility for negligence by those indemnified hereunder. Owner agrees, if Contractor is required to retain legal counsel to collect delinquent compensations pursuant to the contract, Owner shall pay Contractor, in addition to principal and interest, attorney's fees if not paid within 10 (ten) days of receipt of notice of delinquency pursuant to O.C.G.A. @ 13-1-11. Contractor will cease contracted services sixty (60) days from the date of the unpaid invoice until delinquent payments are received.

- **LANDSCAPE QUALIFICATIONS:** All plant material listed shall be selected from licensed growers with certified nursery stock and warranted against defects in materials and/or labor, for the period of 1 year from the date of installation. Plant quantities are quantified by the material drawn on the plans, schedules are for reference related to quantities. Trees are harvested during digging season. All plant material shall be tagged "certified nursery stock", and not collected material. GLS LLC will inspect all root balls, containers, and height to width ratios for conformity to the standards set forth in "AMERICAN STANDARD FOR NURSERY STOCK". All ground prep is assumed to be received at +/- 0.1' of final grade. Plants are perishable. Utilities provided by others within 10' of the clock and designated master valve or shut off connection. Sod installation includes finish grading from +/- .01' and cultivation of amendments as specified. Seed must have 85% soil moisture content maintained for at least 30 days for proper germination. Seed is not Sod. Transplanted material has no warranty. Replacement material is only done once. No additional warranty is assumed or provided if Grounds Maintenance Services with GLS LLC is not purchased.
- **HARDSCAPE QUALIFICATIONS:** All hardscape finishes to be installed according to construction documents and warranted against defects in materials and/or labor, for the period of 1 year from the date of installation. Concrete and hardscape construction will commence from a sub-grade of +/-.1' of sub-grade elevations indicated on the construction documents and again for the landscape at +/-.0.1' at finish grade. Top of footings to be provided within +/- 0.1' with 10' accessibility on all sides by others. Our spoiled material is assumed to be spread for fill within 50' ft. Drainage to be tied-in to infrastructure 10' from end of the detailed assembly. Laydown is done once. All elevated materials is assumed to be placed on the same elevation and within 150' of final work with access. Relocation or storage in other areas or elevations will result in additional cost. Hairline concrete cracks are a part of the curing process. High level of quality control is to be expected for consistency however integral colored concrete will vary between pours based on exterior conditions and ready-mix procedures. Material weathering such as woodchecking and exposed metals is expected.
- **EXCLUSIONS:** The following items are excluded unless specifically proposed. Hoisting, scaffolding, shoring, traffic controls, lane closures or flagmen. Watering systems or management. Irrigation power and water sources, taps, meters, backflows, and infrastructure tie-in. Hanging pipe or routing within conditioned space (plumbing). Grading beyond +/- 0.1'. Demo and remediation work or its disposal. Protection of work once completed. Dewatering. Field engineering. Water, dumpsters, job site access controls, security, and temporary facilities. Material escalation above 3%. More than one (1) mobilization. Mass grading, benching, trench boxes, storage, haul off spoils, temporary erosion, any excavation greater than 4'. Protection of work once completed. Excavation to subgrade, top of footing, backfilling of walls or removal of spoils greater than +/- 0.1'. Coring, boring, GPR, dewatering, hydro-vac excavation, testing, soil cement, cement excavation, or unsuitable soils or rock conditions. Cold or Hot weather concrete mix additives and placement methods. Crystalline admixtures. Prevailing wage or Davis-bacon wages. Warranty replacements if account is delinquent. Joint sealants, flashing, backer rods, caulking, mastics, waterproofing, painting, sealing, and damp-proofing.

| **ACCEPTED:** | **CONFIRMED:** |
|---|---|
| The above prices, specifications and conditions are satisfactory and are hereby accepted. | **Gibson Landscape Services, LLC** |
| **Buyer:** _____ | |
| **Signature:** _____ | **Authorized Signature:** _____ |
| **Date of Acceptance:** _____ | **Estimator:** Vince Olsen<br>volsen@gibsonls.com |

Wheeler Services Inc
3539 Trotter Drive
Alpharetta GA 30004
770-667-0058

License: 9500166

# Proposed Change Order

Order#: PCO #002

Order Date: 09/14/2023

**Contractor:** The Winter Construction
5616 Peachtree Road
Suite 100
Atlanta GA 30341

**Project:** 23038
Woodstock City Center
109 E Main St
Woodstock GA 30188

**Description:** PCO #002 Landscaping dwgs.

The subcontractor agrees to perform and the contractor agrees to pay for the following changes to this contract.

Plans Attached [x]

**Ordered By:** 14 Catalin Pascalau **Submitted To:** Barrett Allen

Specifications Attached [ ]

| Description of Work | Amount |
|---|---|
| Foreman<br>30 hrs. @ $94/hr. | 2,820.00 |
| Carpenters/Finishers<br>5 men 30 hrs. @ $67/hr. | 10,050.00 |
| Concrete 3,000psi<br>34 cyd. @ $183/cyd. | 6,222.00 |
| Dome Inserts<br>11 sqft. @ $22/sqft. | 242.00 |
| Expansion Joint Materials<br>96 lf. @ $1.50/lf. | 242.00 |
| Pavers Sub<br>Per Sub`s request | 29,190.00 |
| Sales Tax - 6% | 402.00 |
| OH + Profit 15% - mat and subs only | 5,445.00 |

**Notes**

Cost associated with ph. 1 landscaping plans

Sidewalks:
- Additional 2,474 sqft. of 4" sidewalks using 3,000 psi exterior mix

This proposed change order pricing is good for 30 days from the date referenced above

**Requested Amount of Change** **54,613.00**

| Description of Work | Amount |
|---|---|

- 1 additional set of truncated domes at the ramp

Pavers:
- Pine Hall Pathway FR Square Edge(4”x8”x2.25”): $27,675.00
Includes: Pavers, 4” GAB, 1” M10 setting sand, Geotextile fabric, Troweled in place edge restraint with #3 rebar. Joints will be sand swept with M10.Polymeric joint sand
Note: as discussed square edge pavers tend to chip along the edge. This is expected and not warranted by the manufacturer. Cleaning and sealing by others

**03. HARDSCAPES**

03.01. Brick Pavers

a. Brick pavers are to be ‘Pine Hall – Pathway Full Range – 4”x8” Square Edge’ to match the selected brick pavers used at Chambers Street & Arnold Mill Streetscapes.

**Whitehead Electric Company**
*"Servicing the South since 1938"*

September 27, 2023

Winter Construction
5616 Peachtree Rd., Suite 100
Atlanta, GA 30341

Attention: Barrett Allen

Subject: Woodstock City Center Project
WECCN #005R – Landscape Lighting - Revised

Dear Barrett:

We have price the change in the electrical work as requested to install landscape lighting and receptacles as shown on landscape drawings L4.00 and L6.00. Our pricing includes the following scope items:

1. Furnish and install (5) street lights, (2) park lights, and (22) uplights.
2. Furnish and install (9) GFI receptacles with Arlington post mounts.
3. Furnish and install (1) 200 amp single phase Nema 3R panel and circuit breakers.
4. Furnish and install (1) 200 amp meter base.
5. Conduit, wiring, trenching, and rough grade backfill are included as required.
6. Hydrovac excavation is included for street lights and park lights as requested.

| | |
|---|---|
| Base Electrical Work: | $ 76,500.00 |
| Lighting Fixture Package: | $ 44,600.00 |
| **Total Cost Add:** | **$ 121,100.00** |

We appreciate the opportunity to provide this pricing and look forward to working closely with Winter Construction and the Owner to accommodate their needs.

If you have questions or need additional information, please do not hesitate to call me at (770) 328-6890.

Sincerely,
**Whitehead Electric Company**

Bill Plotner
Director of Preconstruction




# CNC Fence Temp Fence Agreement

**Contractor:** WINTER CONSTRUCTION

**Job Name:** WOODSTOCK CITY CENTER TOWNHOME DR

**Job Address:** Hubbard Road, Woodstock, Georgia 30188

**Sales Rep:** SES

**Work Order #:** T319981

Install Date: 9/25/2023 Rental Term: 2Months Expiration Date:

| Qty | Item Description | Price/Ft | UOM | Replacement | Extension | Sub Total | Total Costs |
|---|---|---|---|---|---|---|---|
| 708 | 6-FT PANELS | 3.38 | FT | 12.00 | 0.38 | 2389.50 | 2532.87 |
| 20 | 6-Ft SUPPORT POSTS | 10.00 | EA | 18.00 | 1.00 | 200.00 | 212.00 |
| 708 | 6-ft WINDSCREEN | 3.00 | FT | 0.00 | 0.00 | 2124.00 | 2251.44 |
| 6 | 6-ft GATE LEAF (8ft-12ft) | 202.50 | EA | 150.00 | 22.50 | 1215.00 | 1287.90 |
| 6 | 6-ft GATE LEAF [13ft-16ft] | 247.50 | EA | 175.00 | 27.50 | 1485.00 | 1574.10 |
| 59 | SAND BAGS | 9.00 | EA | 0.00 | 0.00 | 531.00 | 562.86 |
| 59 | PANEL STANDS | 0.00 | EA | 24.00 | 0.00 | 0.00 | 0.00 |
| 59 | PANEL CLAMPS | 0.00 | EA | 2.50 | 0.00 | 0.00 | 0.00 |
| 20 | ROCK DRILLING | 10.00 | EA | 0.00 | 0.00 | 200.00 | 200.00 |
| 2 | Mileage Charge | 200.00 | Mi | | | 400.00 | 400.00 |
| | | | | | | 8544.50 | $9,021.17 |

***This is a 1-TIME charge that includes Installation, Removal AND Rental for the specified rental term.***

## LEASE AGREEMENT Terms and Conditions

**Rental agreement is between WINTER CONSTRUCTION(Lessee) and C&C Fence Company (Lessor). The values of each of the components of the leased fence will be as on the proposal, and be based on the final amounts installed.**

# Drawing Log

**Project:** (23-017) Woodstock City Center Project
**Project Owner:** City of Woodstock, Ga
**Architect:** Place Maker Design
**Printed On:** September 27, 2023

WINTER CONSTRUCTION

## Appendix A

| Phase | Type | Sheet # | Drawing Title | Latest Revision | Rev. Date | Stamp Date | Alt Sort |
|---|---|---|---|---|---|---|---|
| Phase 1 - Chambers St. Ex | Civil | C1.0 | Cover Sheet | LDP Permit Set IFC | 05/02/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C2.0 | Topographic Survey | LDP Revision 1 | 02/17/2023 | 02/23/2023 | |
| Phase 1 - Chambers St. Ex | Civil | C3.0 | Demolition Phase - I | LDP Revision 1 | 02/17/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C3.1 | Demolition Phase - II | LDP Revision 2 | 03/24/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C4.0 | Overall Site Layout Plan | LDP Revision 1 | 02/17/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C4.1 | Site Layout Plan | LDP Revision 1 | 02/17/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C5.0 | Site Utility Plan | LDP Permit Set IFC | 05/02/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C6.0 | Site Grading & Drainage Plan | LDP Revision 2 | 03/24/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C6.1 | Storm & Sanitary Profiles | LDP Permit Set IFC | 05/02/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C6.2 | Underground Detention Pond Details | LDP Revision 1 | 02/17/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C7.0 | Erosion, Sedimentation, and Pollution Control Plan - Part I | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C7.1 | Erosion, Sedimentation, and Pollution Control Plan - Part II | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C7.2 | Site Erosion Control - Phase IA | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C7.3 | Site Erosion Control - Phase IB | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C7.4 | Site Erosion Control - Phase 2 | LDP Revision 1 | 02/17/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | C7.5 | Site Erosion Control - Phase 3 | LDP Revision 1 | 02/17/2023 | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D1.0 | Construction Details | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D1.1 | Construction Details II | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D2.0 | Drainage Details | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D2.1 | Drainage Details II | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D3.0 | Sewer Details | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D3.1 | Sewer Details II | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D4.0 | Water Details | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D5.0 | Erosion Control Details | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D5.1 | Erosion Control Details II | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D5.2 | Erosion Control Detials III | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Civil | D4.1 | Water Details II | | | 09/21/2022 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L0.00 | Cover Sheet | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |

| Phase | Type | Sheet # | Drawing Title | Latest Revision | Rev. Date | Stamp Date | Alt Sort |
|---|---|---|---|---|---|---|---|
| Phase 1 - Chambers St. Ex | Lanscaping | L0.20 | Site Reference | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L1.00 | Area A L+M | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L2.00 | Area A Dimention Plan | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L3.00 | Area A G+D | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L4.00 | Furnishing Plan | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L5.00 | Drainage | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L5.10 | Paving | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L6.00 | MEP Schedule | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L7.00 | Area A LA Plan | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L8.00 | LA Note | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L8.10 | Landscape | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | L9.00 | Furnishing | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |
| Phase 1 - Chambers St. Ex | Lanscaping | IR1.00 | Irrigation Coverage | Chambers St Landscape | 09/01/2023 | 09/01/2023 | |

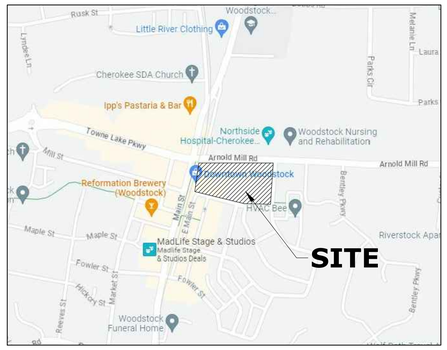
# WOODSTOCK CITY CENTER

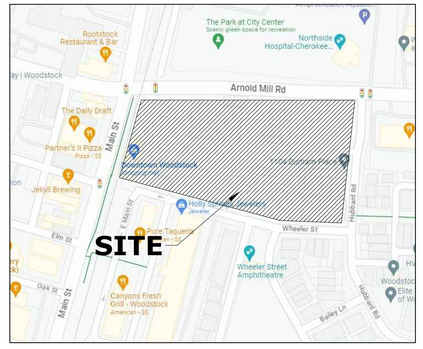
## LANDSCAPE DEVELOPMENT PLANS

PREPARED FOR: CITY OF WOODSTOCK

| | |
|---|---|
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| LANDSCAPE ARCHITECT | B+C STUDIO<br>1320 ELLSWORTH INDUSTRIAL BLVD.<br>SUITE A1400<br>ATLANTA, GA 30318<br>PHONE: 678-990-7691<br>WEB: www.bcstudio.com |
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LOCATION AND VICINITY MAP




Sheet List Table

| | Sheet Number | Sheet Title |
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| HARDSCAPE | L0.00 | COVER SHEET |
| | L0.10 | GENERAL NOTES |
| | L0.20 | SITE REFERENCE |
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| | L2.00 | AREA A DIMENSION PLAN |
| | L3.00 | AREA A G+D |
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| IRRIGATION | IR1.00 | IRRIGATION COVERAGE |


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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT DOUGLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

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PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

LANDSCAPE DEVELOPMENT PLANS

COVER SHEET

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

L0.00

# GENERAL NOTES

1. TOPOGRAPHIC BOUNDARY AND UTILITY INFORMATION WAS TAKEN FROM AUTOCAD FILES PREPARED BY LAND ENGINEERING.
2. THESE PLANS SHOW THE APPROXIMATE LOCATIONS OF SOME OF THE EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING AND PROPOSED UTILITIES AND TAKE PRECAUTIONS TO PROTECT THEM PRIOR TO CONSTRUCTION. HAVE ALL UTILITIES FLAGGED AND OR PAINTED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE WHEN THIS HAS BEEN COMPLETED.
3. CONTRACTOR MUST STAKE ALL MAJOR SITE ELEMENTS AND ASSOCIATED ELEVATIONS, FOR FIELD APPROVAL BY THE OWNER, OWNERS REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR POURING FOOTINGS ASSOCIATED WITH MAJOR ELEMENTS.
4. CONTRACTOR SHALL IDENTIFY ALL CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED ELEMENTS AND MAKE ADJUSTMENTS AS REQUIRED BY THE OWNER OR OWNER'S REPRESENTATIVE. THE OWNER OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE MINOR CHANGES IN THE LAYOUT OR ELEVATION AT NO ADDITIONAL COST TO THE OWNER.
5. DIMENSIONS SHOWN ARE FROM FINISHED FACE TO FINISHED FACE UNLESS OTHERWISE INDICATED.
6. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
7. ALL WALKS SHALL HAVE A CROSS SLOPE OF 3/16" TO 1/4" PER FOOT (1.5%-1.9%). SLOPES THAT EXCEED 1.9% DO NOT MEET THE A.D.A. AND WILL BE REJECTED.
8. NO STRAIGHT SEGMENTS SHALL BE CONSTRUCTED IN CURVED PORTIONS OF WALLS AND/OR WALKWAYS. ALL CURVES SHALL HAVE A SMOOTH TRANSITION INTO STRAIGHT PORTIONS.
9. ALL SAW CUTS MUST BE STRAIGHT LINES UNLESS OTHERWISE INDICATED IN PLANS.
10. WHEREVER EXISTING PAVING MEETS OR CONNECTS TO PROPOSED ELEMENTS, INTERSECTIONS MUST BE CUT STRAIGHT AND CLEAN.
11. PROTECT EXISTING TREES TO REMAIN. DO NOT DUMP WASTE, PAINT, CHEMICALS, SLAG CONCRETE IN THE DRIP LINE OF ANY PROTECTED TREES.
12. REFER TO SPECIFIC ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS FOR DEMOLITION AND CONSTRUCTION ADJOINING OR RELATED TO THAT DISCIPLINE'S WORK. IF ANY SIGNIFICANT DISCREPENCIES EXIST, CONTRACTOR MUST NOTIFY THE RESPECTIVE DISCIPLINES INVOLVED.
13. ANY LIGHTING SHOWN ON THE FOLLOWING PLANS IS FOR LOCATION ONLY. ALL WIRING AND ELECTRICAL PLANS AND DETAILS ARE TO BE PROVIDED BY CONTRACTOR AND OR ELECTRICAL ENGINEER. ROUTING IS APPROXIMATE. CONDUIT SHOULD BE ROUTED AT THE EDGES OF BEDS AND WALKS TO ALLOW MAXIMUM SAFE PLANTING AREA.
14. ALL RETAINING WALLS ARE TO HAVE FRENCH DRAINS AND FLUID APPLIED WATERPROOFING OR POLY MEMBRANE BETWEEN SOIL AND WALL TO PROTECT THEM FROM WATER INTRUSION. LINER OR WATERPROOFING IS TO EXTEND FROM ONE INCH BELOW THE TOP OF WALL TO 12" BELOW THE FINISHED FLOOR OR ADJACENT FINISHED GRADE ON THE LOW SIDE OF THE WALL. ALL FRENCH DRAINS TO BE 4" MIN. PERFORATED PIPE WITH SOCK FILTER, ALL PIPE SLOPED AT A MIN. OF 2%. TIE DRAIN PIPE INTO NEARBY DRAINAGE SYSTEM WHEN POSSIBLE, IF NOT, DAYLIGHT TERMINUS AT PROPOSED / LA PRE-APPROVED LOCATION.
15. ALL BRICK IS TO BE RATED AS NOT MORE THAN "SLIGHTLY EFFLORESCED" PER ASTM C 67. ALL MORTAR AND GROUT SAND IS TO BE PRE-WASHED AND SALT FREE. ENSURE THAT THE SAND IS NOT FROM AN OCEANSIDE SOURCE.
16. ALL COPING BRICK AND PRECAST ELEMENTS ARE TO BE SEALED FOR PROTECTION AGAINST WATER MIGRATION. USE A SEALANT RECOMMENDED BY THE PRECAST OR PAVING MANUFACTURER.
17. ALL FINISHED MASONRY MORTAR AND GROUT JOINTS ARE TO BE TOOLED CONCAVE UNLESS OTHERWISE NOTED ON PLANS.
18. CONSOLIDATE GROUT WITH MECHANICAL VIBRATOR WHEN MIXING TO REDUCE VOIDS.
19. USE A LOW-ALKALI PORTLAND CEMENT IN ALL BRICK CONSTRUCTION TO REDUCE EFFLORESCENCE. CEMENT CONTAINING NOT MORE THAN 0.60 PERCENT ALKALI CALCULATED AS THE PERCENTAGE OF Na2O PLUS 0.658 TIMES THE PERCENTAGE OF K2O MAY BE SPECIFIED WHEN THE CEMENT IS TO BE USED IN CONCRETE WITH AGGREGATES THAT MAY BE DELETERIOUSLY REACTIVE.
20. STORAGE OF MATERIALS - THE METHOD OF STORING MATERIALS AT A CONSTRUCTION PROJECT SITE WILL INFLUENCE THE OCCURRENCE OF EFFLORESCENCE. MATERIALS SHOULD BE STORED IN SUCH A MANNER AS TO AVOID THEIR SATURATION BY WET WEATHER OR GROUND MOISTURE, AS WELL AS CONTAMINATION FROM SALTS OR OTHER MATTER. MASONRY UNITS AND SAND SHOULD BE STORED OFF THE GROUND TO AVOID CONTAMINATION BY DIRT AND GROUND WATER WHICH MAY CONTAIN SOLUBLE SALTS. THEY SHOULD BE COVERED BY A WATERPROOF MEMBRANE TO KEEP THEM DRY.
21. DURING CONSTRUCTION, COVER ALL PARTIALLY COMPLETE OR COMPLETE WALLS WITH WATER MEMBRANE AT THE END OF EACH WORKDAY OR DURING PERIODS OF RAIN AND SNOW. THIS SHOULD BE DONE UNTIL WALLS ARE COMPLETE AND THE MORTAR AND GROUT HAVE SET. THIS IS TO REDUCE THE AMOUNT OF WATER IN THE WALLS AND EFFLORESCENCE.
22. UPON COMPLETION OF ALL CONSTRUCTION AND BEFORE FINAL ACCEPTANCE THE CONTRACTOR OR SUBCONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM AND NOT AN INTEGRAL PART OF HIS WORK. ALL PAVED AREAS TO BE SWEPT AND PRESSURE WASHED IF NECESSARY. THE SITE IS TO BE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.
23. ALL LOCAL, MUNICIPAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS GOVERNING OR RELATED TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE A PART OF THESE SPECIFICATIONS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR. EACH TRADE PROFESSIONAL SHALL BE LICENSED WHERE REQUIRED AND SHALL BE FAMILAR WITH THE LAWS & CODES AFFECTING HIS/HER SCOPE OF WORK AND SHALL PERFORM THEIR WORK ACCORDING TO THE LAW AS REQUIRED.
24. ALL WORK CALLED FOR ON THE DRAWINGS BY NOTES SHALL BE FURNISHED AND INSTALLED WHETHER OR NOT SPECIFICALLY MENTIONED IN THE SPECIFICATIONS AND/OR DETAILS.
25. THE CONTRACTOR SHALL EXAMINE AND TEST THE SITE CAREFULLY. THE CONTRACTOR SHALL CONTEMPLATE THE PROPOSAL, PLANS AND SPECIFICATIONS. IT WILL BE ASSUMED THAT THE CONTRACTOR HAS INVESTIGATED AND IS SATISFIED AS TO THE CONDITIONS TO BE ENCOUNTERED, PERFORMED, AND MATERIALS TO BE FURNISHED, AND AS TO THE REQUIREMENTS OF THE SPECIFICATIONS.
26. THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT SHOP DRAWINGS WHERE SHOP DRAWINGS ARE CALLED FOR. UPON REVIEW BY ALL PARTIES (GENERAL CONTRACTOR, OWNER, AND LANDSCAPE ARCHITECT), IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL PARTIES WITH A FINAL COPY (ELECTRONIC DOCUMENT PREFERRED).
27. CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS, AND RUBBISH INCIDENTAL TO THE WORK OF THE SECTION.
28. DO NOT SCALE FROM DRAWINGS WHERE DIMENSIONS ARE PRESENT, USE DIMENSIONS ONLY.
29. ALL NUMERICAL ELEVATIONS ARE TO TOP OF ELEMENT OR FINISHED GRADE UNLESS OTHERWISE NOTED.
30. CONTRACTOR RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND OWNER/MUNICIPAL AUTHORIZATION PRIOR TO START OF CONSTRUCTION.

## HARDSCAPE MATERIAL SCHEDULE

| SYMBOL | ITEM | SPECIFICATIONS | MANUFACTURER |
|---|---|---|---|
| 1 | CONCRETE 'A' | TYPE: 3,000 PSI STANDARD CONCRETE<br>FINISH: BROOM FINISH<br>LOCATION: SEE PLANS<br>CONTROL JOINTS: TROWELED (NO PICTURE FRAME) | |
| 2 | PAVER | TYPE: HOLLAND STONE WITH SOLDIER COURSE BANDING<br>COLOR: GEORGIA BLEND<br>LOCATION: SEE PLANS | NAME: BELGARD<br>CONTACT: 877-235-4273<br>WEB: WWW.BELGARD.COM |
| 3 | SYNTHETIC TURF | TYPE: FOREVERLAWN SELECT EL<br>FACE WEIGHT: 50 OZ. / SQ. YD.<br>BLADE HEIGHT: 1-3/4"<br>PRIMARY COLOR: FIELD/OLIVE GREEN 2: TURF GREEN/DARK TAN<br>PRIMARY BACKING: 3 LAYER W/ BIOCEL™ POLYURETHANE<br>SELECTION NOTES:<br>1. CONTRACTOR TO PROVIDE MATERIAL SAMPLE PRIOR TO ORDERING.<br>2. COMPRESSED PILE HEIGHT MUST NOT EXCEED 1/2" A.F.G.<br>3. PRODUCT SELECTED FOR HEAT TOLERANCE + DRAINAGE-- DO NOT SUBSTITUTE<br>4. TCOOL TURF SYSTEM INSTALLATION REQUIRED | NAME: FOREVERLAWN GA<br>CONTACT: 706.485.5899<br>WEB: foreverlawnlandscape.com/solutions/foreverlawn-select/ |

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| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

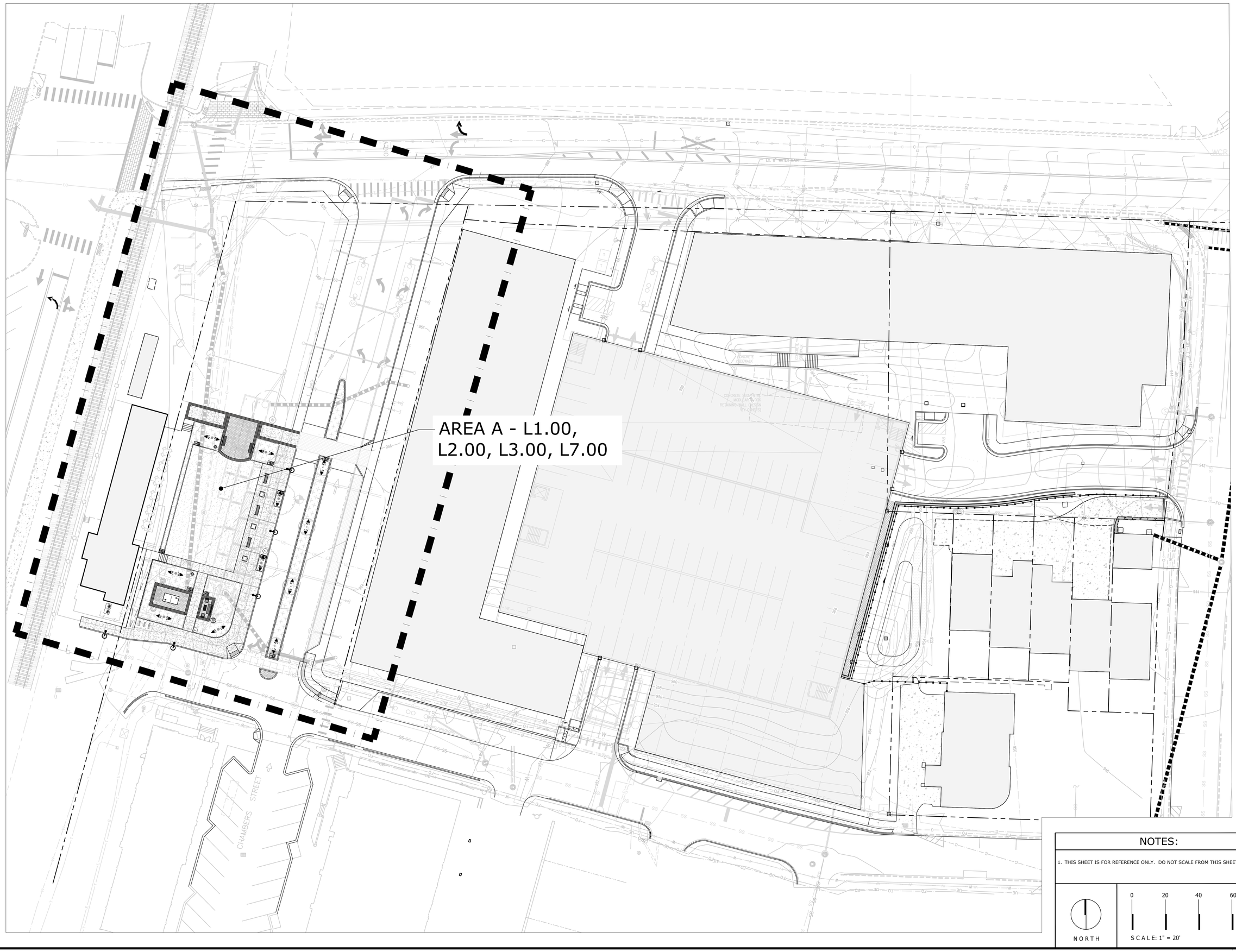
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LANDSCAPE DEVELOPMENT PLANS

GENERAL NOTES

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:
L0.10




## NOTES:

1. THIS SHEET IS FOR REFERENCE ONLY. DO NOT SCALE FROM THIS SHEET.

NORTH

0 20 40 60 FT

SCALE: 1" = 20'

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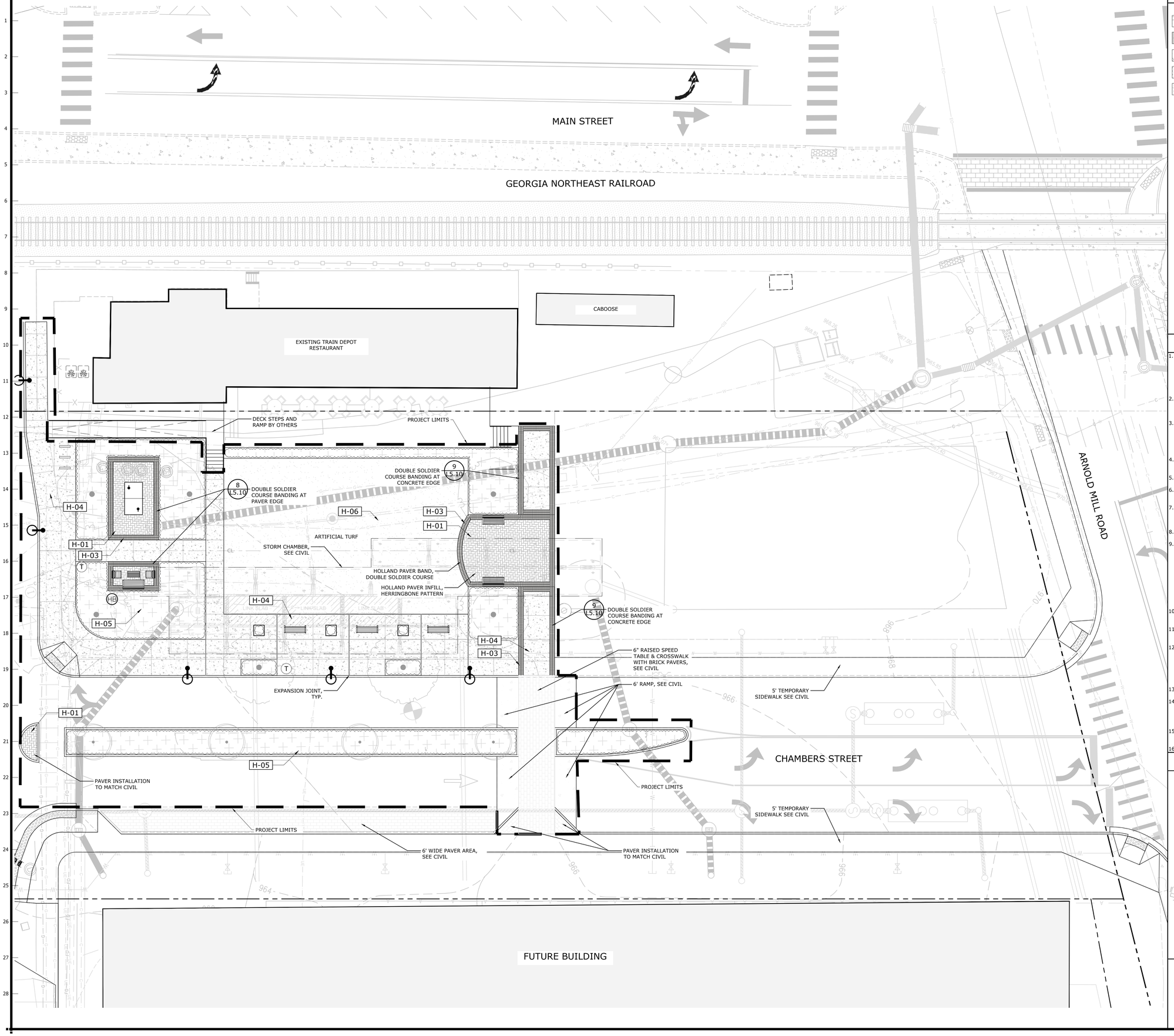
LANDSCAPE DEVELOPMENT PLANS

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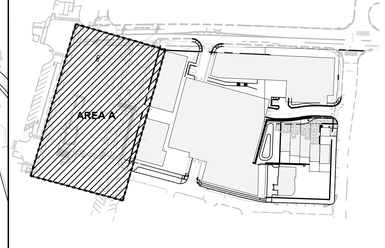

## HARDSCAPE MATERIALS:

| SYMBOL | DESCRIPTION | QTY | DETAIL |
|---|---|---|---|
| H-01 | HERRINGBONE PAVERS | 733 SF | 2/L0.10 |
| H-03 | PAVER BANDING | 647 SF | 2/L0.10 |
| H-04 | CONCRETE - STANDARD BROOM FINISH | 3,287 SF | 1/L0.10 |
| H-05 | PLANTING AREA | 2,902 SF | |
| H-06 | ARTIFICIAL TURF | 2,889 SF | 3/L0.10 |

## NOTES:

1. DURING CONSTRUCTION, CONTRACTOR SHALL IDENTIFY ANY EXISTING OR POTENTIAL CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED ELEMENTS, AND NOTIFY LA/OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING. THE LA/OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE MINOR CHANGES IN THE LAYOUT OR ELEVATION AT NO ADDITIONAL COST TO THE OWNER.
2. SLAB SHALL BE POURED IN PLACE USING STANDARD GRAY, 3000 PSI (@ 28 DAYS), CONCRETE (UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECS). 4" THICKNESS MIN., ANY VARIATIONS NEED TO BE APPROVED.
3. CONTRACTOR SHALL IDENTIFY ALL CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED ELEMENTS AND MAKE ADJUSTMENTS AS DIRECTED THE OWNER OR OWNER'S REPRESENTATIVE. THE OWNER OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE MINOR CHANGES IN THE LAYOUT OR ELEVATION AT NO ADDITIONAL COST TO THE OWNER.
4. DIMENSIONS SHOWN ARE FROM FINISHED FACE TO FINISHED FACE UNLESS OTHERWISE INDICATED.
5. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
6. ALL ADA COMPLIANT WALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 3/16" TO 1/4" PER FOOT (1.5%-1.9%).
7. NO STRAIGHT SEGMENTS SHALL BE CONSTRUCTED IN CURVED PORTIONS OF WORK (WALLS, WALKS). ALL CURVES SHALL HAVE A SMOOTH TRANSITION TO STRAIGHT PORTIONS OF WORK.
8. SAW CUT PAVEMENTS, WALKS, AND CURBS TO NEAT STRAIGHT LINES.
9. ALL RETAINING WALLS AND CHEEK WALLS ARE TO HAVE FRENCH DRAINS AND POLY MEMBRANES BETWEEN SOIL AND WALL TO PROTECT THEM FROM WATER INTRUSION. INSTALL MIN. 6MIL. BLACK POLY LINER AGAINST THE BACK OF WALL (ON THE SIDE TO BE FILLED). THE LINER IS TO EXTEND FROM ONE INCH BELOW THE TOP OF THE WALL TO 12" BELOW THE FINISHED FLOOR (AT THE EXPOSED FACE), OR AS DEEP AS POSSIBLE WHEN 12" IS NOT POSSIBLE. ALL FRENCH DRAINS ARE TO BE 4" MIN. PERFORATED FLEXIBLE PLASTIC PIPE WITH A SOCK FILTER, SLOPING MIN 1-2%. TIE DRAIN PIPE INTO DRAIN SYSTEM OR DAYLIGHT TERMINUS AT PROPOSED / L.A. PRE-APPROVED LOCATION. PROVIDE POSITIVE DRAINAGE FOR ALL SECTIONS OF DRAIN PIPE.
10. ALL "V TYPE" MORTAR AND GROUT JOINTS ARE TO BE TOOLED "V" TYPE UNLESS OTHERWISE NOTED ON PLANS.
11. CONSOLIDATE GROUT IN FORMS WITH MECHANICAL VIBRATOR TO REDUCE VOIDS.
12. PROTECTION - DURING CONSTRUCTION, COVER ALL PARTIALLY COMPLETE OR COMPLETE WALLS WITH PLASTIC OR WATERPROOF TARP AT THE END OF EACH WORK DAY AND DURING PERIODS OF RAIN AND SNOW. THIS SHOULD BE DONE UNTIL WALLS ARE COMPLETE AND THE MORTAR AND GROUT HAVE SET. THIS IS TO REDUCE THE AMOUNT OF WATER IN THE WALLS AND REDUCE EFFLORESCENCE.
13. DO NOT SCALE DRAWINGS.
14. IF CONTRACTOR ENCOUNTERS ISSUES OR CONFLICTS WHILE LAYING PAVERS, POURING OR BLOCKING WALLS, POURING CONCRETE, SETTING FORMS OR STAKING, CONTRACTOR TO CONTACT PROJECT ARCHITECT OR OWNER IMMEDIATELY TO RESOLVE ISSUE.
15. TOPOGRAPHIC, BOUNDARY, AND UTILITY INFORMATION WAS TAKEN FROM AUTOCAD FILES PREPARED BY OTHERS.
16. SURVEY INFORMATION PROVIDED BY OTHERS.

## SITE KEY:




NORTH

0 10 20 30 FT

SCALE: 1" = 10'

b+C STUDIO
1320 Ellsworth Industrial Blvd, Suite A1400
Atlanta, Geogia 30318
Tel. 678.990.7691 | www.bcstudio.com

Landscape Architecture, Design, + Planning

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT DOUGLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

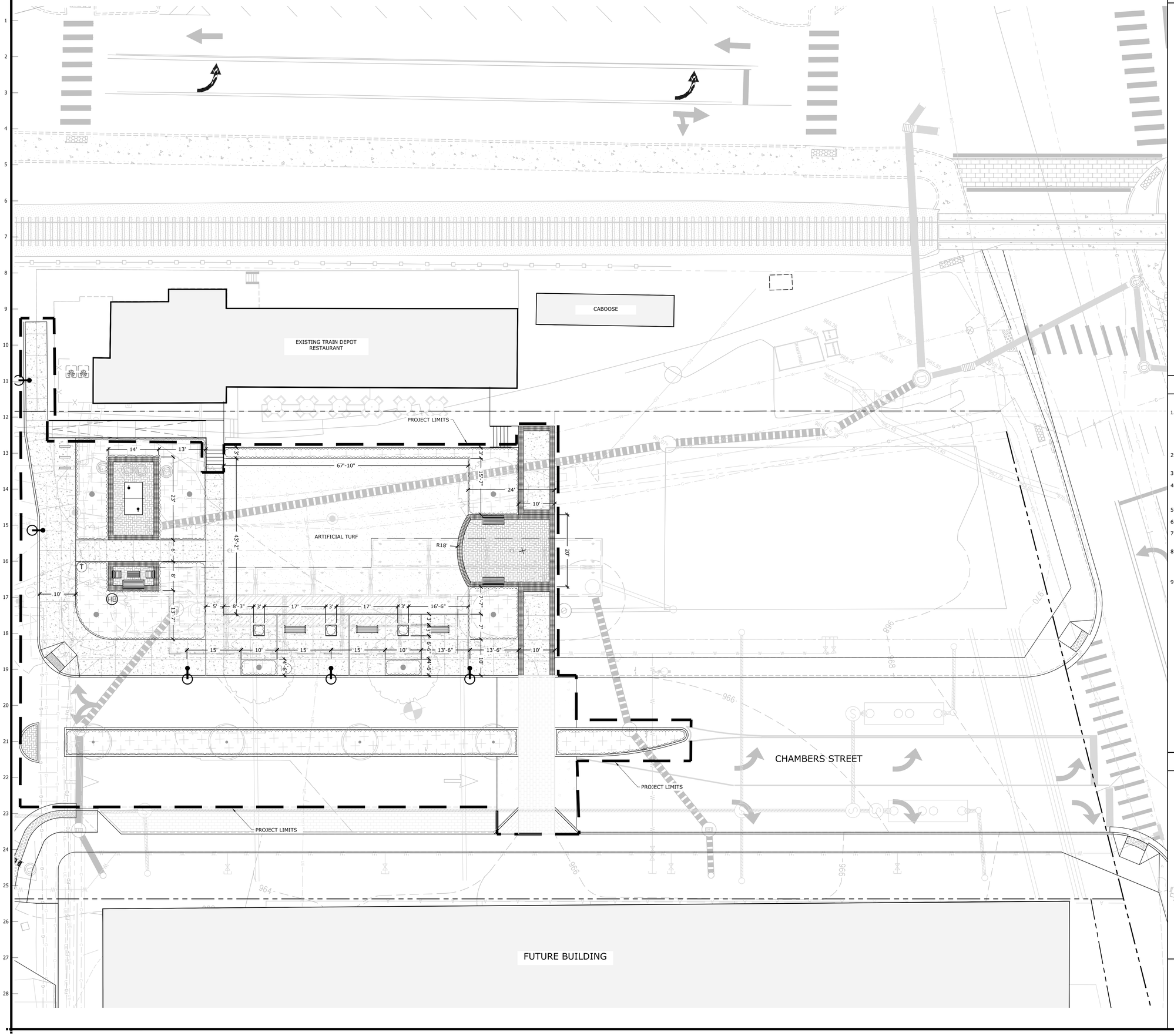
LANDSCAPE DEVELOPMENT PLANS

AREA A L+M

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

L1.00

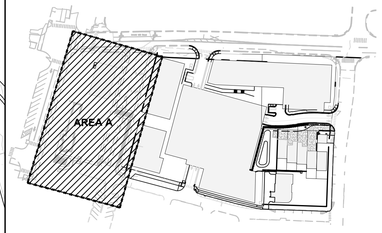



## HARDSCAPE MATERIALS:

## NOTES:

1. DURING CONSTRUCTION, CONTRACTOR SHALL IDENTIFY ANY EXISTING OR POTENTIAL CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED ELEMENTS, AND NOTIFY LA/OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING. THE LA/OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE MINOR CHANGES IN THE LAYOUT OR ELEVATION AT NO ADDITIONAL COST TO THE OWNER.
2. DIMENSIONS SHOWN ARE FROM FINISHED FACE TO FINISHED FACE UNLESS OTHERWISE INDICATED.
3. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
4. NO STRAIGHT SEGMENTS SHALL BE CONSTRUCTED IN CURVED PORTIONS OF WORK (WALLS AND/OR WALKS). ALL CURVES SHALL TRANSITION SMOOTHLY INTO STRAIGHT PORTIONS OF WALLS AND/OR WALKS.
5. SAW CUT PAVEMENTS, WALKS, AND CURBS TO NEAT STRAIGHT LINES.
6. DO NOT SCALE DRAWINGS, UTILIZE DIMENSIONS SHOWN.
7. TOPOGRAPHIC, BOUNDARY, AND UTILITY INFORMATION WAS TAKEN FROM AUTOCAD FILES PREPARED BY OTHERS.
8. IF CONTRACTOR ENCOUNTERS ISSUES OR CONFLICTS WHILE LAYING PAVERS, POURING OR BLOCKING WALLS, POURING CONCRETE, SETTING FORMS OR STAKING, CONTRACTOR TO CONTACT PROJECT ARCHITECT OR OWNER IMMEDIATELY TO RESOLVE ISSUE.
9. SURVEY INFORMATION PROVIDED BY OTHERS.

## SITE KEY:




NORTH

0 10 20 30 FT

SCALE: 1" = 10'

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT DOUGLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

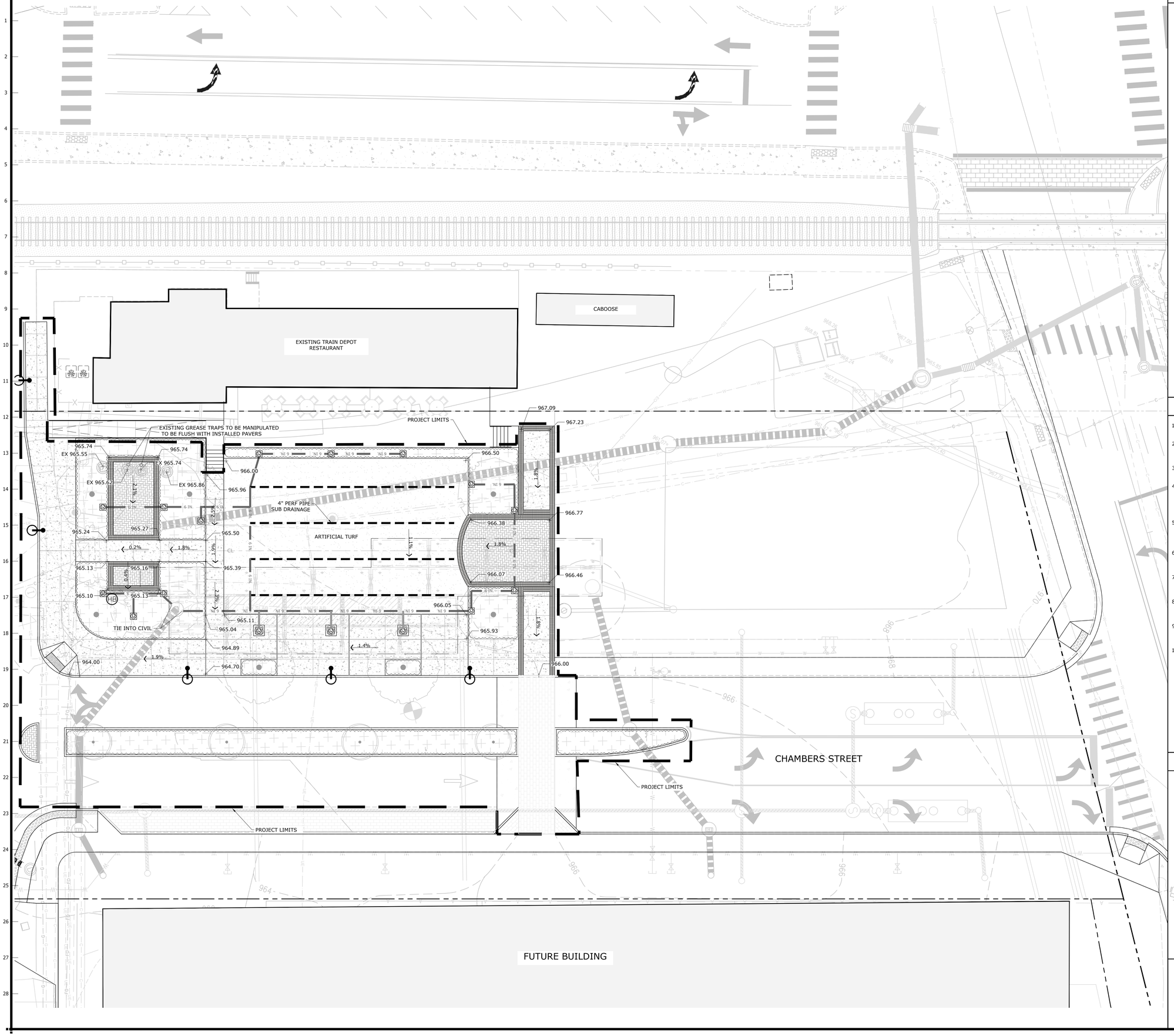
## LANDSCAPE DEVELOPMENT PLANS

## AREA A DIMENSION PLAN

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

L2.00



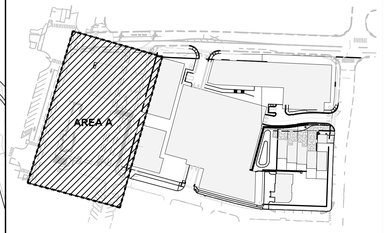

## GRADING + DRAINAGE:

| SYMBOL | DESCRIPTION | QTY | DETAIL |
|---|---|---|---|
| | STAIR STEP | NA | NA |
| | DRAINAGE FLOW DIRECTION | NA | NA |
| 4 IN. | 4" DRAIN PIPE | NA | NA |
| 6 IN. | 6" DRAIN PIPE | NA | NA |
| 8 IN. | 8" DRAIN PIPE | NA | NA |
| 10 IN | 10" DRAIN PIPE | NA | NA |
| 12 IN | 12" DRAIN PIPE | NA | NA |
| | 4" STRIP DRAIN | NA | NA |
| | 6" DOWNSPOUT CONNECTION | NA | NA |
| | 12" AREA DRAIN | 17 | 6/L5.00 |
| FG | FINISHED GRADE | NA | NA |
| BW | BOTTOM OF WALL | NA | NA |
| HP | HIGH POINT | NA | NA |
| LP | LOW POINT | NA | NA |
| TD | TOP OF DRAIN OR INVERT IN | NA | NA |
| TW | TOP OF WALL | NA | NA |
| DS | DOWNSPOUT | NA | NA |

## NOTES:

1. SEE CIVIL FOR MAJOR SITE GRADING WORK AND PROPOSED SITE DRAINAGE. THESE PLANS ARE FOR FINE AESTHETIC GRADING AND DRAINAGE ONLY.
2. TOPOGRAPHIC, BOUNDARY, AND UTILITY INFORMATION WAS TAKEN FROM AUTOCAD FILES PREPARED BY OTHERS, SEE COVER SHEET FOR SURVEYOR AND CIVIL ENGINEER'S CONTACT.
3. ALL NUMERICAL ELEVATIONS ARE TO TOP OF ELEMENT OR FINISHED GRADE UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL IDENTIFY ALL CONFLICTS BETWEEN EXISTING CONDITIONS AND PROPOSED ELEMENTS AND MAKE ADJUSTMENTS AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE. THE OWNER OR OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO MAKE MINOR CHANGES IN THE LAYOUT OR ELEVATION AT NO ADDITIONAL COST TO THE OWNER.
5. THIS PLAN REQUIRES LANDSCAPE MICRO-DRAINAGE. THE CONTRACTOR SHALL ENSURE THAT ALL PIPE IS SLOPED AT 1% OR GREATER FOR POSITIVE DRAINAGE. ALL AREA DRAINS SHALL BE ADJUSTED FOR FINAL GRADES. SEE SHEET L5.00 FOR TYPICAL DETAILS.
6. ALL LANDSCAPE DRAINS SHALL HAVE ATRIUM GRATE-TYPE COVERS AND SHALL BE CONCEALED WITH DECORATIVE ROCK. SEE DETAIL 5/L4.00 FOR ROCK TYPE.
7. ALL WALKS SHALL HAVE A CROSS SLOPE OF 3/16" TO 1/4" PER FOOT (1.5%-1.9%). SLOPES THAT EXCEED 1.9% DO NOT MEET THE A.D.A. AND WILL BE REJECTED.
8. POOL DECKS MUST SLOPE AWAY FROM POOL AT 1% MINIMUM AND A 1.9% MAXIMUM. SEATING AREAS NOT PART OF THE ADA ROUTE MAY EXCEED 2% IN LIMITED AREAS.
9. BOCCE COURTS, PERMEABLE STONE PATIO AREAS, AND/OR ARTIFICIAL TURF SHALL BE UNDER-DRAINED WITH A 4" PERFORATED FRENCH DRAIN TIED TO LANDSCAPE MICRO-DRAINAGE SYSTEM.
10. CONTRACTOR SHALL CONNECT MICRO-DRAINAGE SYSTEM TO EXISTING STORM SEWER. IF NO DETAIL IS PROVIDED BY THE CIVIL FOR JUNCTION CONNECTIONS, CONTRACTOR SHALL UTILIZE THE RECOMMENDATION INCLUDED ON SHEET L5.00 OR PROVIDE SHOP DRAWING FOR APPROVAL OF THIS CONNECTION.

## SITE KEY:




NORTH

0 10 20 30 FT

SCALE: 1" = 10'

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT DOUGLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

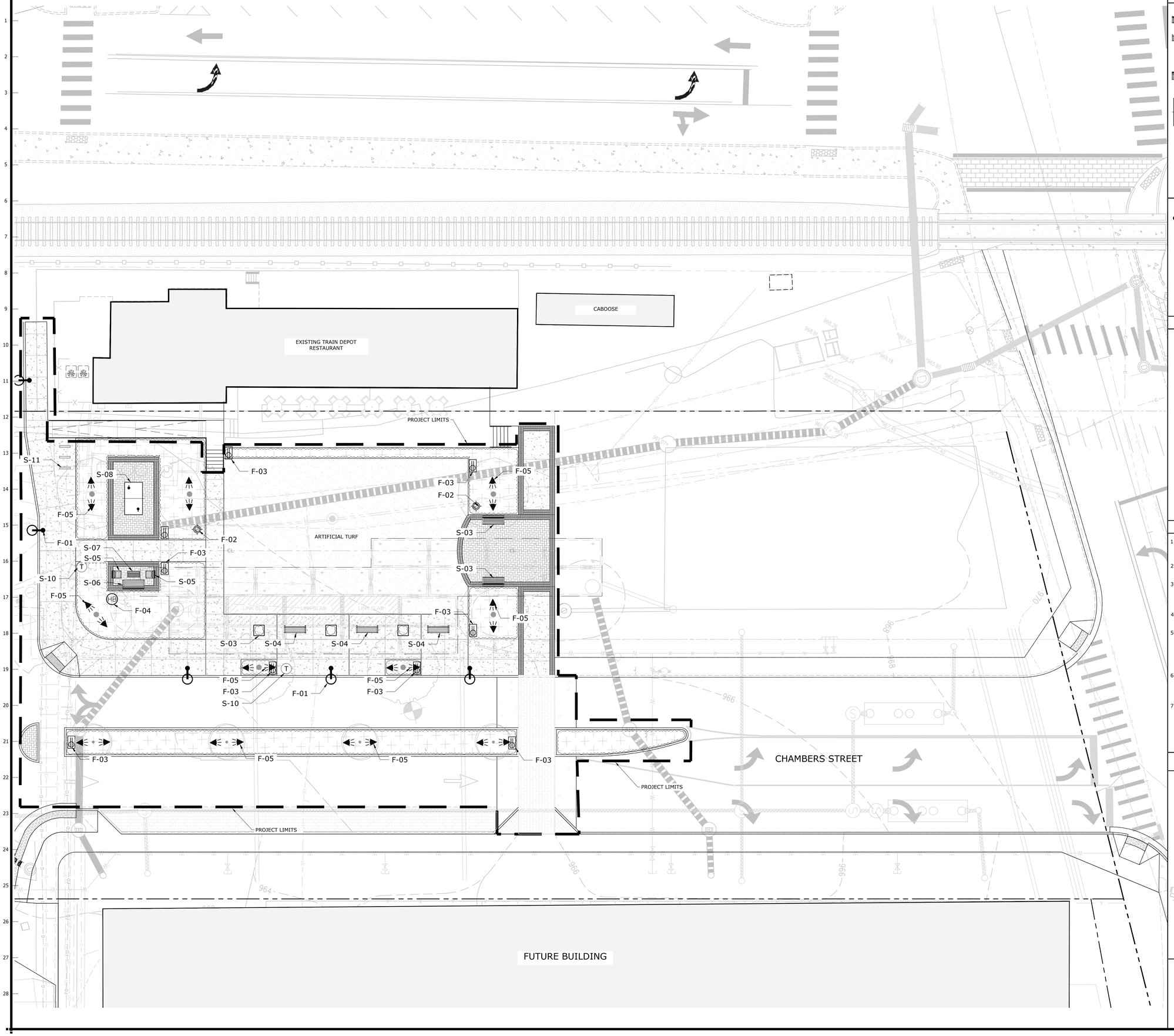
LANDSCAPE DEVELOPMENT PLANS

AREA A G+D

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

L3.00




# FURNISHING:

| | SYMBOL | DESCRIPTION | QTY | DETAIL |
|---|---|---|---|---|
| | S-03 | MONOLINE BENCH | 4 | 2/L9.00 |
| | S-04 | MONOLINE FLAT BENCH | 3 | 3/L9.00 |
| | S-05 | MONOLINE LOUNGE CHAIR | 2 | 4/L9.00 |
| | S-06 | MONOLINE LOUNGE BENCH | 1 | 5/L9.00 |
| | S-07 | MONOLINE 40 X 20 OPEN | 1 | 6/L9.00 |
| | S-08 | PING PONG TABLE | 1 | 8/L9.00 |
| | S-09 | 36X36 POT | 3 | 1/L9.00 |
| T | S-10 | TRASH | 2 | 7/L9.00 |
| | S-11 | MONOLINE STANDARD BIKE RACK | 3 | 9/L9.00 |

# SITE MEP:

| | SYMBOL | DESCRIPTION | QTY | DETAIL |
|---|---|---|---|---|
| | F-01 | STREET LIGHT | 5 | 1/L6.00 |
| | F-02 | PARK LIGHT | 2 | 4/L6.00 |
| | F-03 | MOUNTED GFI | 9 | 6/L6.00 |
| HB | F-04 | GROUND HOSE BIBB | 1 | 7/L6.00 |
| | F-05 | LANDSCAPE UPLIGHT | 22 | 9/L6.00 |

# NOTES:

LIGHT FIXTURE NOTES:

1. ALL LIGHT FIXTURES SHALL BE SUBMITTED TO OWNER FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION.
2. ALL FLUORESCENT LIGHT FIXTURES SHALL BE 3000 DEGREE WARM COLOR LAMP AND HAVE "INSTANT START" BALLAST.
3. THE CONTRACTOR SHALL COORDINATE REQUIREMENTS OF BUILDING EXTERIOR OR CEILING MOUNTED FIXTURES WITH THE LOCAL AUTHORITY HAVING JURISDICTION PRIOR TO INSTALLATION.

PROGRAMMED START BALLAST NOTE:

1. ALL FLUORESCENT FIXTURES CONTROLLED BY A MOTION SENSOR SHALL HAVE PROGRAMMED START BALLASTS. CONTRACTOR SHALL PROVIDE PROGRAMMED START BALLASTS.

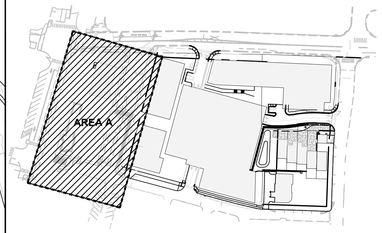
ELECTRICAL GENERAL NOTES:

1. ALL ELECTRICAL WORK MUST BE COMPLETED BY A LICENSED ELECTRICIAN AND ADHERE TO ALL LOCAL ELECTRICAL CODES.
2. REFER TO THE APPROPRIATE DRAWINGS FOR THE EXACT LOCATION OF EQUIPMENT INSTALLED UNDER OTHER DIVISIONS OF THE DOCUMENTS WHICH REQUIRE ELECTRICAL SERVICE.
3. COORDINATE LOCATION OF TELEPHONE JUNCTION BOXES AND CATV SPLITTER BOXES WITH THE RESPECTIVE UTILITIES PRIOR TO BID/ROUGH-IN.
4. METERING AND DIVISION OF METERS MUST BE CONFIRMED WITH OWNERSHIP AND SHALL COMPLY WITH LOCAL UTILITY REQUIREMENTS.
5. BRANCH CIRCUITS FOR LIGHTS, ETC. SHALL BE COPPER. ALL FEEDERS SHALL BE ALUMINUM.
6. CONTRACTOR SHALL FURNISH AND INSTALL RECEPTACLES FOR SERVICING EQUIPMENT AS REQUIRED IN NEC ARTICLE 210-63.

# NOTES:

1. THIS PLAN PROVIDED FOR CONVENIENCE AND ESTIMATING ONLY. QUANTITIES ARE SHOWN AS RECOMMENDED BUT MORE OR LESS FURNITURE MAY BE PROVIDED AT THE OWNER/DEVELOPER'S DISCRETION.
2. FURNISHINGS SHOWN SHALL BE CONSIDERED ONLY AS GUIDES FOR THE SIZE, QUANTITY, AND STYLE.
3. THE SELECTIONS OF FURNISHINGS ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE OWNER/DEVELOPER. DO NOT ORDER ANY FURNISHINGS WITHOUT THE OWNER/DEVELOPER HAVING APPROVED THE SPECIFIC FABRIC, MATERIAL, AND COLOR SELECTIONS.
4. ALL FURNISHINGS SHALL BE OUTDOOR RATED AND COMMERCIAL GRADE MATERIALS AND FINISHES WITH MINIMUM ONE YEAR WARRANTY.
5. PLACEMENT OF ANY CHAIRS OR FURNISHINGS IN THE POOL IS AT THE OWNER/DEVELOPER'S OR OPERATOR'S RISK AND MAY IN SOME JURISDICTIONS, BE ILLEGAL OR AGAINST THE HEALTH CODE. CHAIRS PLACED IN THE POOL CAN DAMAGE THE PARTS OF THE CHAIR AND THE POOL PLASTER SURFACES. THIS IS ESPECIALLY TRUE IN SALT WATER POOLS WHERE METAL PARTS CAN RUST AND STAIN.
6. ALL TRASH RECEPTACLES ARE TO BE PERMANENTLY MOUNTED ACCORDING TO THE DETAILS. WHEREVER POSSIBLE MOUNT RECEPTACLES OVER PERVIOUS LANDSCAPE AREAS TO ALLOW DRAINAGE THAT WILL NOT STAIN PAVED SURFACES.
7. ALL BENCHES ARE TO BE PERMANENTLY MOUNTED UNLESS OTHERWISE NOTED. EACH BENCH SHALL BE MOUNTED TO A CONCRETE FOOTING OR SLAB PER MANUFACTURERS INSTALLATION INSTRUCTIONS. CONCRETE SLABS AT BOLT LOCATIONS SHALL BE MINIMUM OF 4" THICK 3000 PSI CONCRETE AND SHALL EXTEND NOT LESS THAN 6" FROM THE CENTER OF ANY BOLTS OR AS SHOWN ON THE PLANS. ALL HARDWARE SHALL BE STAINLESS OR HOT DIPPED GALVANIZED UNLESS OTHERWISE CALLED FOR BY THE MANUFACTURER.

# SITE KEY:




NORTH

0 # # # FT

SCALE: 1" = ###'

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

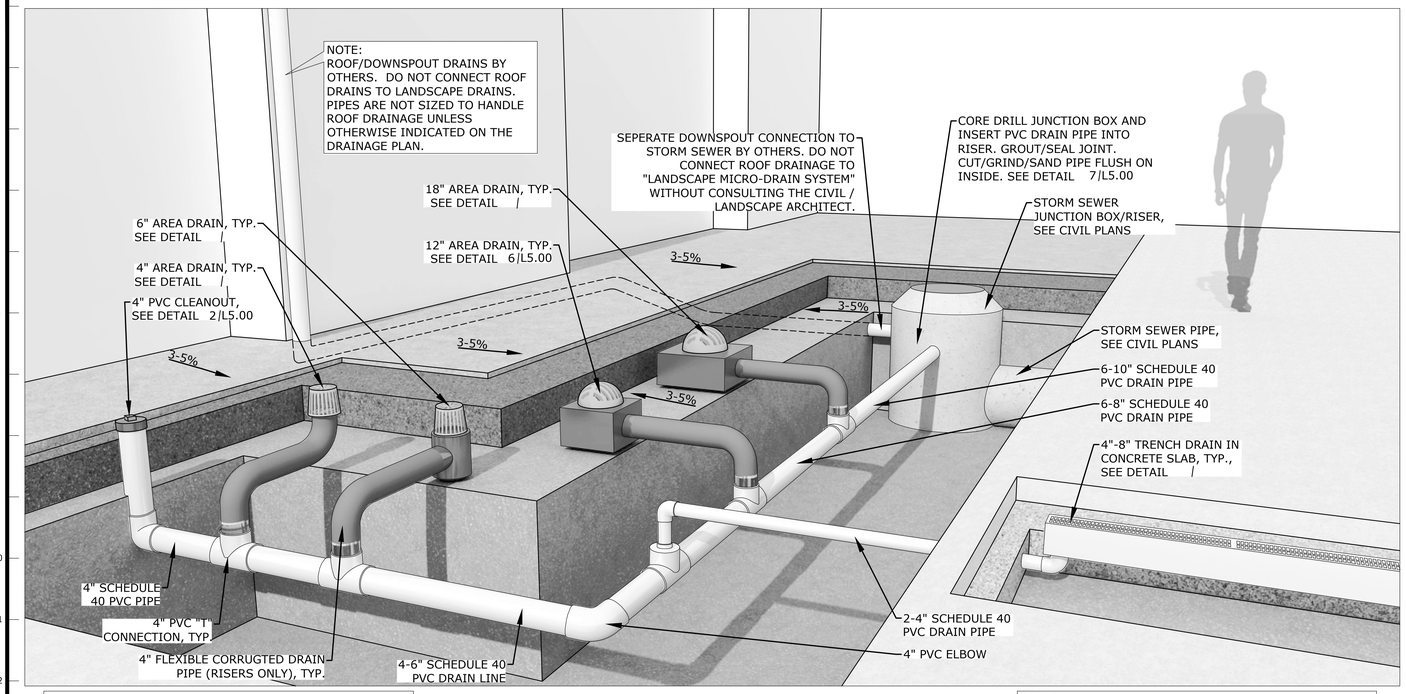
LANDSCAPE DEVELOPMENT PLANS

FURNISHING PLAN

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

L4.00

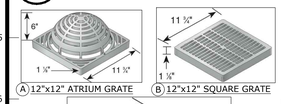



NOTE:
THIS DETAIL IS ILLUSTRATIVE AND CONCEPTUAL IN NATURE AND SUBJECT TO SITE SPECIFIC CONDITIONS. SEE GRADING AND DRAINAGE PLAN FOR SPECIFIC COMPONENTS AND THEIR RELATIVE LOCATIONS.

NOTE:
THIS DETAIL AND ALL DETAILS ON THIS SHEET ARE INCLUDED FOR CONVENIENCE. NOT ALL DRAIN DEVICES OR PARTS WILL APPLY TO THIS SPECIFIC PROJECT. SEE GRADING AND DRAINAGE PLAN FOR SPECIFIC REQUIRED ELEMENTS.

## 1 LANDSCAPE MICRO DRAINAGE SYSTEM - TYPICAL COMPONENTS DIAGRAM (CONCEPTUAL)

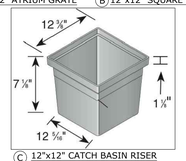
SCALE: NTS



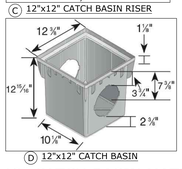

(A) 12"x12" ATRIUM GRATE




(B) 12"x12" SQUARE GRATE




(C) 12"x12" CATCH BASIN RISER




(D) 12"x12" CATCH BASIN

MANUFACTURER INFORMATION:
NAME: NDS
WEB: www.ndspro.com

(A) PRODUCT NAME & INFORMATION:
NAME: 12"x12" ATRIUM GRATE
☐ PART #: 1280 (COLOR: GREEN)
☑ PART #: 1290 (COLOR: BLACK)

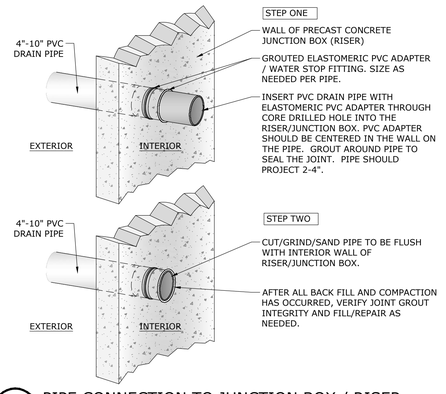
(B) PRODUCT NAME & INFORMATION:
NAME: 12"x12" SQUARE GRATE
☐ PART #: 1210 (COLOR: GRAY)
☑ PART #: 1211 (COLOR: BLACK)
☐ PART #: 1212 (COLOR: GREEN)
☐ PART #: 1212S (COLOR: SAND)

(C) PRODUCT NAME & INFORMATION:
NAME: 12"X12" CATCH BASIN RESER
PART #: 1216
COLOR": BLACK

(D) PRODUCT NAME & INFORMATION:
NAME: 12"x12" CATCH BASIN, 2 OPENINGS
2 OPENING, PART #: 1200
3 OPENING, PART #: 1203
4 OPENING, PART #" 1204
COLOR: BLACK

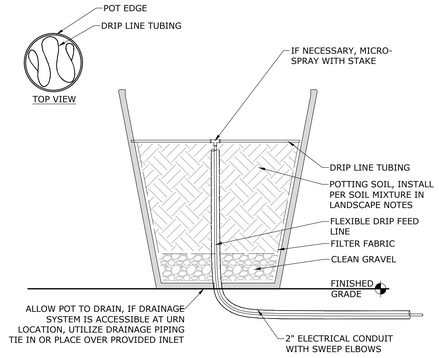
## 6 12" CATCH BASIN MATERIALS

SCALE: NTS



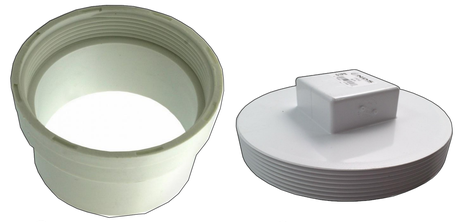

## 7 PIPE CONNECTION TO JUNCTION BOX / RISER

SCALE: NTS




## 8 POT IRRIGATION

SCALE: NTS



(A) 4" PVC FITTING CLEANOUT



(B) 4" PVC CLEANOUT PLUG

MANUFACTURER INFORMATION:
NAME: NDS
WEB: www.ndspro.com
(OR ANY HOME STORE)

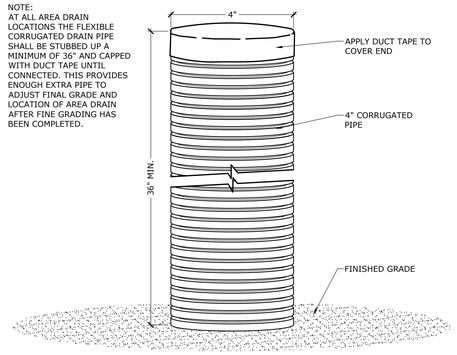
(A) PRODUCT NAME & INFORMATION:
NAME: 4" PVC FITTING CLEANOUT

(B) PRODUCT NAME & INFORMATION:
NAME: 4" ROUND MPT CLEANOUT PLUG

## 2 PVC CLEANOUT MATERIALS

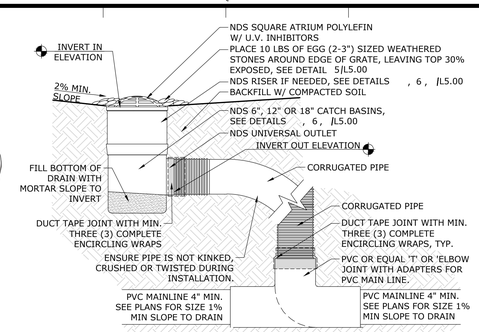
SCALE: NTS

NOTE:
AT ALL AREA DRAIN LOCATIONS THE FLEXIBLE CORRUGATED DRAIN PIPE SHALL BE STUBBED UP A MINIMUM OF 36" AND CAPPED WITH DUCT TAPE UNTIL CONNECTED. THIS PROVIDES ENOUGH EXTRA PIPE TO ADJUST FINAL GRADE AND LOCATION OF AREA DRAIN AFTER FINE GRADING HAS BEEN COMPLETED.




## 4 STUB FOR FUTURE AREA DRAIN

SCALE: NTS

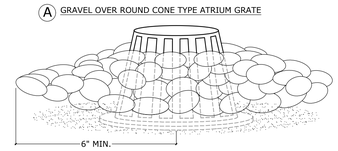



NOTES:
1. WHEN INSTALLING MAIN LINE PRIOR TO AREA DRAINS, STUB UP CORRUGATED PIPE WITH AT LEAST 24-36" EXTRA PIPE TO ALLOW FOR MINOR ADJUSTMENTS IN FINISHED GRADE AND EXACT LOCATION OF DRAIN.
2. CAP OFF CORRUGATED PIPE WITH DUCT TAPE IF STUBBING UP PIPE IN ADVANCE OF DRAIN INSTALLATION. SEE DETAIL 4/L5.00

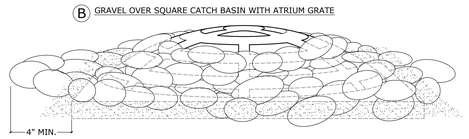
## 3 LANDSCAPE AREA DRAIN CONNECTION

SCALE: NTS

(A) GRAVEL OVER ROUND CONE TYPE ATRIUM GRATE




(B) GRAVEL OVER SQUARE CATCH BASIN WITH ATRIUM GRATE




PEBBLE TYPE:
☑ MEXICAN BEACH PEBBLE - BLACK
☐ RIVER PEBBLE - BROWN/TAN

NOTE:
EACH AREA DRAIN SHALL RECEIVE PARTIAL COVER WITH WEATHERED STONE THAT ARE CONSISTENT 2"-3" SIZES. COVER SHALL BE A MINIMUM 75% TO ENSURE DRAINS ARE FILTERED. (BY LANDSCAPE CONTRACTOR AFTER MULCHING).

## 5 GRAVEL OVER DRAIN INLETS

SCALE: NTS

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Atlanta, Geogia 30318
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Landscape Architecture, Design, + Planning

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT NICHOLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

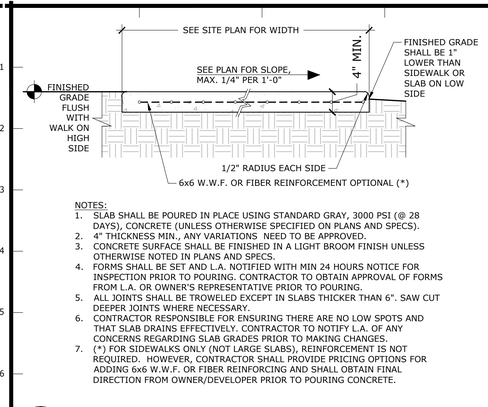
LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188
PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

LANDSCAPE DEVELOPMENT PLANS

DRAINAGE

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

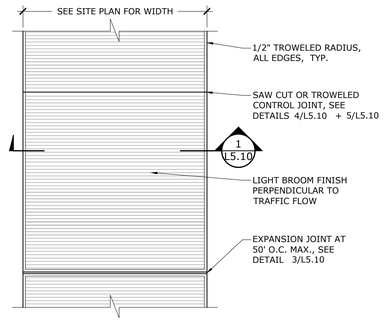
SHEET NUMBER:
L5.00




NOTES:
1. SLAB SHALL BE POURED IN PLACE USING STANDARD GRAY, 3000 PSI (@ 28 DAYS), CONCRETE (UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECS).
2. 4" THICKNESS MIN., ANY VARIATIONS NEED TO BE APPROVED.
3. CONCRETE SURFACE SHALL BE FINISHED IN A LIGHT BROOM FINISH UNLESS OTHERWISE NOTED IN PLANS AND SPECS.
4. FORMS SHALL BE SET AND L.A. NOTIFIED WITH MIN 24 HOURS NOTICE FOR INSPECTION PRIOR TO POURING. CONTRACTOR TO OBTAIN APPROVAL OF FORMS FROM L.A. OR OWNER'S REPRESENTATIVE PRIOR TO POURING.
5. ALL JOINTS SHALL BE TROWELED EXCEPT IN SLABS THICKER THAN 6". SAW CUT DEEPER JOINTS WHERE NECESSARY.
6. CONTRACTOR RESPONSIBLE FOR ENSURING THERE ARE NO LOW SPOTS AND THAT SLAB DRAINS EFFECTIVELY. CONTRACTOR TO NOTIFY L.A. OF ANY CONCERNS REGARDING SLAB GRADES PRIOR TO MAKING CHANGES.
7. (*) FOR SIDEWALKS ONLY (NOT LARGE SLABS), REINFORCEMENT IS NOT REQUIRED. HOWEVER, CONTRACTOR SHALL PROVIDE PRICING OPTIONS FOR ADDING 6x6 W.W.F. OR FIBER REINFORCING AND SHALL OBTAIN FINAL DIRECTION FROM OWNER/DEVELOPER PRIOR TO POURING CONCRETE.

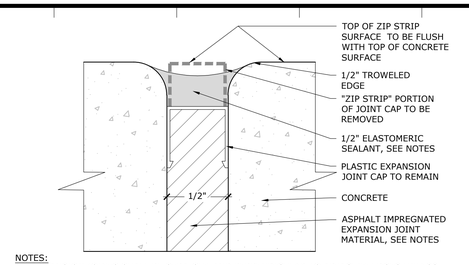
## 1 TYPICAL SIDEWALK SECTION

SCALE: NTS




## 2 TYPICAL SIDEWALK PLAN

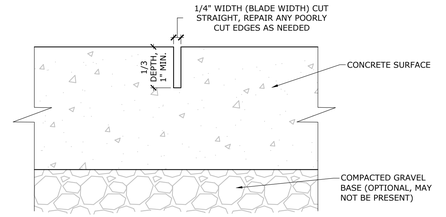
SCALE: NTS




NOTES:
1. EXPANSION JOINTS SHALL BE STRAIGHT AND PERPENDICULAR TO ADJACENT EDGES UNLESS OTHERWISE SPECIFIED ON PLANS.
2. EXPANSION JOINTS SHALL BE SPACED NO GREATER THAN 50' ON CENTER.
3. EXPANSION JOINTS ARE REQUIRED AT ANY LOCATION WHERE NEW CONCRETE IS TO BE POURED AGAINST EXISTING MATERIALS.
4. EXPANSION JOINT MATERIAL IS TO BE POLY VOID FORM OR RUBBER TYPE MATERIAL OR APPROVED EQUAL.
5. THE TOP OF ALL EXPANSION JOINTS SHALL BE 1/4" TO 1/2" BELOW THE FINISHED SURFACE OR AT THE BOTTOM OF THE RADIUS ON TROWELED JOINTS.
6. ALL JOINT MATERIAL SHALL PERFORM TO ASTM D - 1751 AND SHALL BE A MINIMUM OF 1/2" THICK.
7. SEAL ALL EXPANSION JOINTS WITH SELF LEVELING ELASTOMERIC SEALANT PER MANUFACTURER'S RECOMMENDATION. JOINT SEALANT MUST MATCH CONCRETE COLOR.

## 3 TYPICAL EXPANSION JOINT

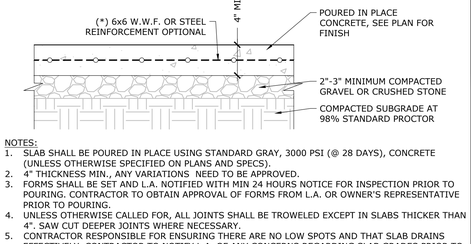
SCALE: NTS




NOTES:
1. SAW CUT CONTROL JOINTS SHALL BE STRAIGHT AND PERPENDICULAR TO ADJACENT EDGES UNLESS OTHERWISE SPECIFIED ON PLANS.
2. CONTROL JOINTS SHALL BE SPACED NO GREATER THAN 10' ON CENTER AND SHALL TYPICALLY BE EQUAL TO THE WIDTH OF THE SIDEWALK IN A REGULAR SPACING PATTERN.
3. CONTROL JOINTS MAY BE PLACED FOR AESTHETIC REASONS, SEE PLANS TO ENSURE SPACING AND LAYOUT ARE CORRECT. IF NO DIRECTION IS PROVIDED, ASSUME TYPICAL SPACING AS NOTED IN NO. 2 ABOVE.
4. WHEN THE DEPTH OF SLAB EXCEEDS 4" A CONCRETE SAW IS REQUIRED TO CUT A DEEPER JOINT THAT IS A MINIMUM OF 1/3 THE DEPTH OF THE SLAB.
5. DAMAGED JOINTS DUE TO EARLY CUTTING SHALL BE REPAIRED WITH PATCHING MORTAR.

## 4 SAW CUT CONTROL JOINT

SCALE: NTS

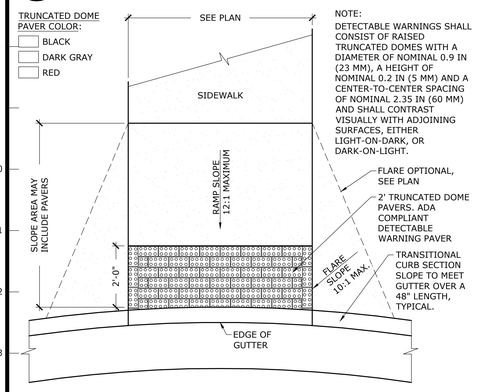



NOTES:
1. SLAB SHALL BE POURED IN PLACE USING STANDARD GRAY, 3000 PSI (@ 28 DAYS), CONCRETE (UNLESS OTHERWISE SPECIFIED ON PLANS AND SPECS).
2. 4" THICKNESS MIN., ANY VARIATIONS NEED TO BE APPROVED.
3. FORMS SHALL BE SET AND L.A. NOTIFIED WITH MIN 24 HOURS NOTICE FOR INSPECTION PRIOR TO POURING. CONTRACTOR TO OBTAIN APPROVAL OF FORMS FROM L.A. OR OWNER'S REPRESENTATIVE PRIOR TO POURING.
4. UNLESS OTHERWISE CALLED FOR, ALL JOINTS SHALL BE TROWELED EXCEPT IN SLABS THICKER THAN 4". SAW CUT DEEPER JOINTS WHERE NECESSARY.
5. CONTRACTOR RESPONSIBLE FOR ENSURING THERE ARE NO LOW SPOTS AND THAT SLAB DRAINS EFFECTIVELY. CONTRACTOR TO NOTIFY L.A. OF ANY CONCERNS REGARDING SLAB GRADES PRIOR TO MAKING CHANGES.
6. W.W.F SHALL BE 6"x6" GRID, W2.9xW2.9 WELDED WIRE FLAT SHEETS OR NO. 3 REINFORCING STEEL PLACED NOT MORE THAN 18" O.C. E.W.
7. OWNER MAY AUTHORIZE REMOVAL OF W.W.F. BY SPECIFYING FIBER REINFORCING. IF BOTH ARE REMOVED, LANDSCAPE ARCHITECT ACCEPTS NO LIABILITY FOR CRACKING OR SETTLING.
8. OWNER MAY AUTHORIZE REMOVAL OF GRAVEL SUB-BASE AT OWNER'S RISK. IF GRAVEL SUB-BASE IS DELETED FOR COST SAVINGS, LANDSCAPE ARCHITECT ACCEPTS NO LIABILITY FOR CRACKING OR SETTLING.
9. (*) FOR SIDEWALKS ONLY (NOT LARGE SLABS), REINFORCEMENT IS NOT REQUIRED. HOWEVER, CONTRACTOR SHALL PROVIDE PRICING OPTIONS FOR ADDING 6x6 W.W.F. OR STEEL REINFORCING AND SHALL OBTAIN FINAL DIRECTION FROM OWNER/DEVELOPER PRIOR TO POURING CONCRETE.

## 5 CONCRETE SLAB

SCALE: NTS

TRUNCATED DOME PAVER COLOR:
- ☐ BLACK
- ☐ DARK GRAY
- ☐ RED




NOTE:
DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH A DIAMETER OF NOMINAL 0.9 IN (23 MM), A HEIGHT OF NOMINAL 0.2 IN (5 MM) AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 IN (60 MM) AND SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES, EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.

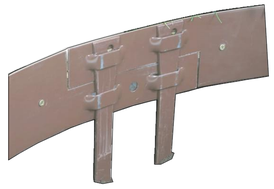
## 6 TYPICAL RAMP DETAIL

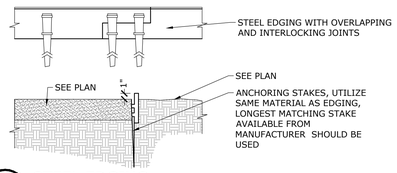
SCALE: NTS

GENERAL PRODUCT INFORMATION:
PRODUCT: BORDER LINE STEEL EDGING

STEEL EDGING SIZES:
THICKNESS OPTIONS:
- ☐ 1/8"
- ☑ 3/16"
- ☐ 1/4"
- ☐ 14 GAUGE

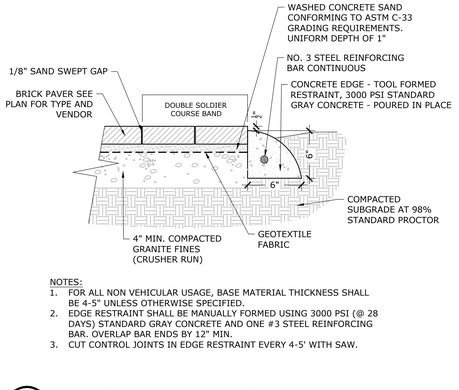
COLOR OPTIONS:
- ☑ BLACK
- ☐ GREEN
- ☐ CORTEN
- ☐ BROWN
- ☐ MATCH EXISTING






## 7 STEEL EDGING

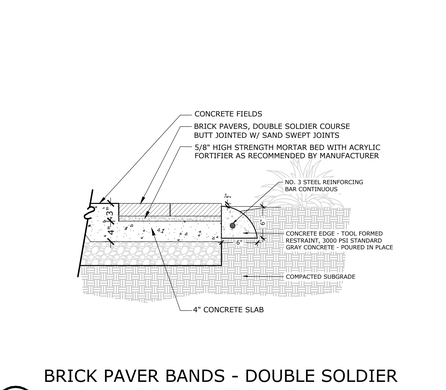
SCALE: NTS




NOTES:
1. FOR ALL NON VEHICULAR USAGE, BASE MATERIAL THICKNESS SHALL BE 4-5" UNLESS OTHERWISE SPECIFIED.
2. EDGE RESTRAINT SHALL BE MANUALLY FORMED USING 3000 PSI (@ 28 DAYS) STANDARD GRAY CONCRETE AND ONE #3 STEEL REINFORCING BAR. OVERLAP BAR ENDS BY 12" MIN.
3. CUT CONTROL JOINTS IN EDGE RESTRAINT EVERY 4-5' WITH SAW.

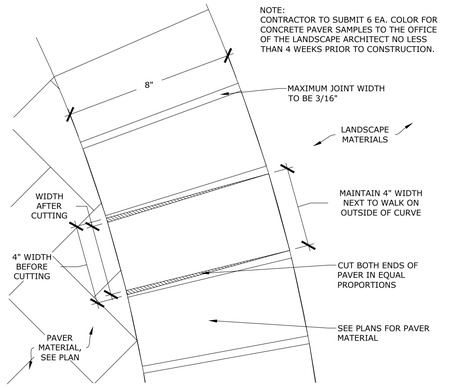
## 8 PAVERS ON FLEXIBLE BASE

SCALE: NTS




## 9 BRICK PAVER BANDS - DOUBLE SOLDIER COURSE AT CONCRETE EDGE

SCALE: NTS

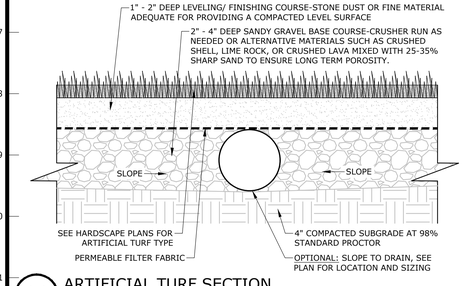



## 10 PAVER BANDING ON RADIUS

SCALE: NTS

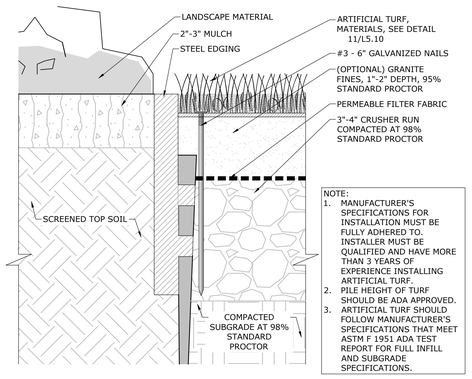
* SUBMIT SAMPLE 4 WEEKS PRIOR TO ORDERING

NOTE:
1. MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION MUST BE FULLY ADHERED TO. INSTALLER MUST BE QUALIFIED AND HAVE MORE THAN 3 YEARS OF EXPERIENCE INSTALLING ARTIFICIAL TURF.
2. PILE HEIGHT OF TURF SHOULD BE ADA APPROVED
3. THE COMPRESSED SYNTHETIC TURF SURFACE TO BE FLUSH WITH THE ADJACENT GROUND SURFACE. COMPRESSED TURF ELEVATION WILL BE WITHIN 1/4" OF FINISHED CONCRETE SURFACE AT ENTRY.
4. ARTIFICIAL TURF SHOULD FOLLOW MANUFACTURER'S SPECIFICATIONS THAT MEET ASTM F 1951 ADA TEST REPORT FOR FULL INFILL AND SUBGRADE SPECIFICATIONS.




## 11 ARTIFICIAL TURF SECTION

SCALE: NTS

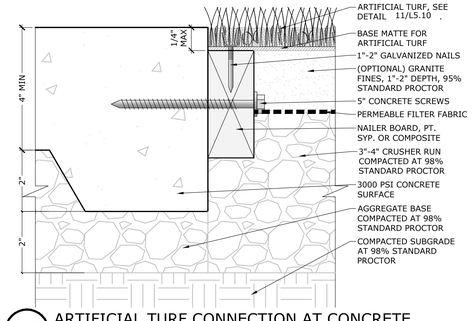



NOTE:
1. MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION MUST BE FULLY ADHERED TO. INSTALLER MUST BE QUALIFIED AND HAVE MORE THAN 3 YEARS OF EXPERIENCE INSTALLING ARTIFICIAL TURF.
2. PILE HEIGHT OF TURF SHOULD BE ADA APPROVED.
3. ARTIFICIAL TURF SHOULD FOLLOW MANUFACTURER'S SPECIFICATIONS THAT MEET ASTM F 1951 ADA TEST REPORT FOR FULL INFILL AND SUBGRADE SPECIFICATIONS.

## 12 ARTIFICIAL TURF CONNECTION AT LANDSCAPE

SCALE: NTS

NOTE:
1. MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION MUST BE FULLY ADHERED TO. INSTALLER MUST BE QUALIFIED AND HAVE MORE THAN 3 YEARS OF EXPERIENCE INSTALLING ARTIFICIAL TURF.
2. PILE HEIGHT OF TURF SHOULD BE ADA APPROVED
3. THE COMPRESSED SYNTHETIC TURF SURFACE TO BE FLUSH WITH THE ADJACENT GROUND SURFACE. COMPRESSED TURF ELEVATION WILL BE WITHIN 1/4" OF FINISHED CONCRETE SURFACE AT ENTRY.
4. ARTIFICIAL TURF SHOULD FOLLOW MANUFACTURER'S SPECIFICATIONS THAT MEET ASTM F 1951 ADA TEST REPORT FOR FULL INFILL AND SUBGRADE SPECIFICATIONS.




## 13 ARTIFICIAL TURF CONNECTION AT CONCRETE

SCALE: NTS

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

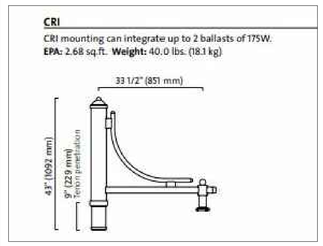
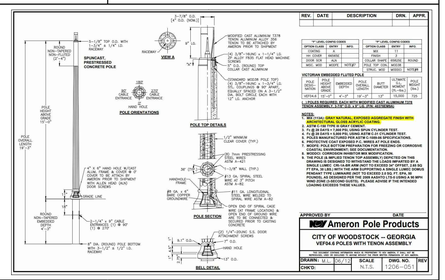
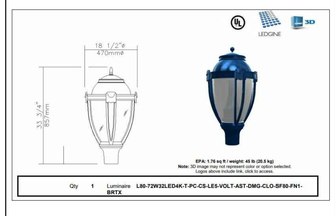
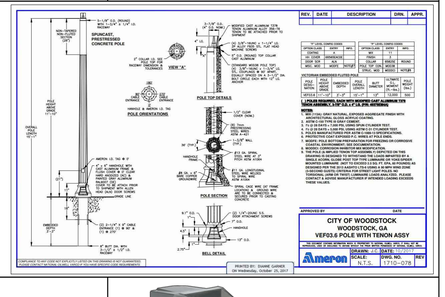
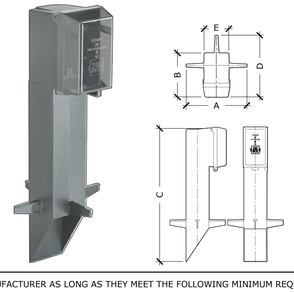
## LANDSCAPE DEVELOPMENT PLANS

PAVING

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:
L5.10

## MEP SCHEDULE

| DETAIL | PRODUCT | IMAGE |
|---|---|---|
| 1 STREET LIGHT | MANUFACTURER<br>LUMEC BY SIGNIFY<br><br>SPECIFICATIONS<br>FINISH: TEXTURED BRONZE<br><br>NOTES<br>MATERIAL: CAST 356 ALUMINUM<br>COLOR: 4000K<br>WATTAGE: 70W<br><br>ORDER: DMS50-70W64LED4K-ACDR-LE3F-UNIV-BRTX<br><br>SEE DETAIL 2/L6.00 FOR MOUNTING BRACKET<br>SEE DETAIL 3/L6.00 FOR LIGHT POLE |  |
| 2 STREET LIGHT BRACKET | MANUFACTURER<br>LUMEC BY SIGNIFY<br><br>SPECIFICATIONS<br>PRODUCT: MEDIUM REACH BRACKETS - CRI<br>FINISH: TEXTURED BRONZE<br><br>NOTES<br>MATERIAL: CAST 356 ALUMINUM<br>ARM: MADE OF ALUMINUM TUBING<br>WEIGHT: 24 LBS<br><br>ORDER: CRI-1A-PH8/VOLT-BRTX<br><br>SEE DETAIL 1/L6.00 FOR LIGHT FIXTURE<br>SEE DETAIL 3/L6.00 FOR LIGHT POLE |  |
| 3 STREET LIGHT POLE | MANUFACTURER<br>NOV AMERICAN POLE PRODUCTS<br><br>SPECIFICATIONS<br>FINISH: SPUNCAST, PRESTRESSED CONCRETE POLE<br><br>NOTES<br>HEIGHT ABOVE GRADE: 15'<br><br>ORDER: VEF4.6 POLES WITH TENON ASSEMBLY<br><br>SEE DETAIL 1/L6.00 FOR LIGHT FIXTURE<br>SEE DETAIL 2/L6.00 FOR MOUNTING BRACKET |  |
| 4 PARK LIGHT | MANUFACTURER<br>LUMEC BY SIGNIFY<br><br>SPECIFICATIONS<br>FINISH: TEXTURED BRONZE<br><br>NOTES<br>GUARD: ROUND SHAPE WITH 4 ARMS<br>COLOR: 4000K<br><br>ORDER: L80-72W32LED4K-G3-PC-CS-LE5-VOLT-AST-SF80-FN1-BRTX<br><br>SEE DETAIL 5/L6.00 FOR LIGHT POLE |  |
| 5 PARK LIGHT POLE | MANUFACTURER<br>NOV AMERICAN POLE PRODUCTS<br><br>SPECIFICATIONS<br>FINISH: SPUNCAST, PRESTRESSED CONCRETE POLE<br><br>NOTES<br>HEIGHT ABOVE GRADE: 11'-10"<br><br>ORDER: VEF03.6 POLE WITH TENON ASSEMBLY<br><br>SEE DETAIL 4/L6.00 FOR LIGHT FIXTURE |  |
| 6 GFI MOUNTING | MANUFACTURER<br>NAME: ARLINGTON INDUSTRIES<br>CONTACT #: (570)562-0270 OR TOLL FREE (800)233-4717<br>WEB: www.aifittings.com<br><br>MODEL<br>NAME: GUARD-N-POST (19.5" LOW PROFILE ENCLOSURE WITH BUILT-IN COVER)<br>MODEL #:<br>☑ GPD19B / BLACK ☐ GPD19BR / BRONZE<br>☐ GPD19G / GREEN ☐ GPD19W / WHITE<br><br>SPECIFICATIONS<br>GENERAL DIMENSIONS:<br>A:7.761", B:6.269", C: 19.50", D:8.177", E:2.964"<br>NOTES<br>1. INSTALL PER MANUFACTURER'S SPECIFICATIONS.<br>2. ORDER WITH GROUNDING CLIP.<br>3. OUTLET ENCLOSURE TO BE SET AT MANUFACTURER'S RECOMMENDED HEIGHT MINIMUM.<br>4. OUTLETS TO BE MOUNTED NO LESS THAN 15 INCHES AFF, MEASURED TO THE BOTTOM OF THE ELECTRICAL BOX.<br>5. ADA NOTE: GFI RECEPTACLE WILL BE ACCESSED BY MAINTENANCE ONLY. WHEN USED BY RESIDENTS, UTILIZE VERTICAL MOUNTING METHOD |  |

## MEP SCHEDULE

| DETAIL | PRODUCT | IMAGE |
|---|---|---|
| 7 GROUND HYDRANT | MANUFACTURER<br>NAME: PRIER<br>CONTACT: (800) 362-9055<br>WEB: www.prier.com<br><br>MODEL<br>NAME: P-650 HEAVY COMMERCIAL GROUND HYDRANT<br>MODEL #:<br>GROUND HYDRANT: P-650N01<br>HYDRANT BOX: C-634BX3<br><br>SPECIFICATIONS<br>GENERAL DIMENSIONS:<br>6.5" X 6"<br><br>NOTES<br>1. FREEZELESS<br>2. ANTI-SIPHON<br>3. DOUBLE BACKFLOW CHECK VALVE<br>4. SELF-DRAINING |  |
| 8 IRRIGATION CONTROLLER | MANUFACTURER<br>NAME: HUNTER<br>WEB: www.hunterindustries.com<br><br>MODEL<br>NAME: ACC2 CONVENTIONAL MODELS<br>MODEL #: A2C-1200-M<br><br>SPECIFICATIONS<br>GENERAL DIMENSIONS:<br>H: 37" W: 15.5" D: 5"<br><br>NOTES<br>1. WARRANTY PERIOD: 5 YEARS<br>2. EXTREME SERVICE LIGHTING PROTECTION<br>3. OUTDOOR RATED<br><br>OR APPROVED EQUAL |  |
| 9 LANDSCAPE UP-LIGHT | MANUFACTURER<br>NAME: HAVEN LIGHTING<br>CONTACT #: (513) 613-3110<br>WEB: www.havenlighting.com<br><br>MODEL<br>NAME: 9 SERIES ALUMINUM UP LIGHTS<br>MODEL #: 9FAU514W-260<br><br>ACCESSORIES<br>9 SERIES TRANSFORMER REQUIRED, SEE DETAIL: 10/6.00<br><br>TECHNICAL SPECIFICATIONS<br>VOLTAGE: 12V - 15V AC<br>WATTAGE: 14W<br>LUMENS: WHITE 1780 |  |
| 10 UP-LIGHT TRANSFORMER | MANUFACTURER<br>NAME: HAVEN LIGHTING<br>CONTACT #: (513) 613-3110<br>WEB: www.havenlighting.com<br><br>MODEL<br>NAME: 9 SERIES SMART TRANSFORMER<br>MODEL #: 9TR150W<br><br>TECHNICAL SPECIFICATIONS<br>MATERIAL: STAINLESS STEEL<br>WATTAGE: 150W<br><br>NOTES<br>THIS TRANSFORMER WORKS EXCLUSIVELY WITH HAVEN LIGHTING 9 SERIES WIFI ENABLED LINE OF LIGHTS |  |

NOTE: THE LIGHTING CONTRACTOR MAY SELECT SIMILAR LIGHTING FIXTURES FROM ANY MANUFACTURER AS LONG AS THEY MEET THE FOLLOWING MINIMUM REQUIREMENTS AND OBTAIN WRITTEN ACCEPTANCE FROM THE OWNER/OWNER'S REPRESENTATIVE, OR LANDSCAPE ARCHITECT. CONTRACTOR SHALL SUBMIT CUT SHEETS AND PRODUCT INFORMATION FOR EACH FIXTURE FOR APPROVAL PRIOR TO ORDERING FIXTURES AND RELATED ACCESSORIES.

b+c STUDIO
1320 Ellsworth Industrial Blvd, Suite A1400
Atlanta, Geogia 30318
Tel. 678.990.7691 | www.bcstudio.com

Landscape Architecture, Design, + Planning
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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT DOUGLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

## LANDSCAPE DEVELOPMENT PLANS

MEP SCHEDULE

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:
L6.00

MAIN STREET

GEORGIA NORTHEAST RAILROAD

EXISTING TRAIN DEPOT
RESTAURANT

CABOOSE

PROJECT LIMITS

ARTIFICIAL TURF

FUTURE BUILDING

ARNOLD MILL ROAD

CHAMBERS STREET

PROJECT LIMITS

PROJECT LIMITS

FUTURE BUILDING

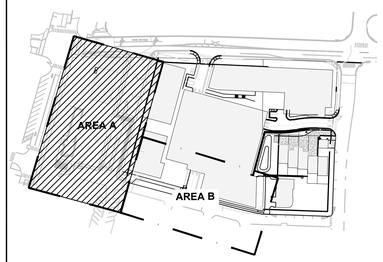
## PLANT SCHEDULE:

| TREES | CODE | QTY | COMMON NAME | CONT | SIZE | CAL |
|---|---|---|---|---|---|---|
| | CF3 | 4 | FRANS FONTAINE HORNBEAM | B & B | | 3" CAL |
| | QNB3 | 2 | BREEZEWAY® NUTTALL OAK | B & B | | 3" CAL |
| | ZSG3 | 5 | GREEN VASE JAPANESE ZELKOVA | B & B | | 3" CAL |

| SHRUBS | CODE | QTY | COMMON NAME | CONT | SIZE | NA |
|---|---|---|---|---|---|---|
| | CHP7 | 53 | SPREADING JAPANESE PLUM YEW | 7 GAL | | |
| | CLJ7 | 11 | CLEYERA | 7 GAL | | |
| | HPL7 | 29 | LITTLE LIME HYDRANGEA | 7 GAL | | |
| | IC7 | 30 | CARISSA HOLLY | 7 GAL | | |
| | IH7 | 54 | HOOGENDORN JAPANESE HOLLY | 7 GAL | | |
| | ICS15 | 2 | STEEDS JAPANESE HOLLY | 15 GAL | | |
| | IP7 | 20 | ANISE | 7 GAL | | |
| | LOP7 | 72 | PURPLE PIXIE LOROPETALUM | 7 GAL | | |
| | MS7 | 3 | ADAGIO EULALIA GRASS | 7 GAL | | |
| | PA3 | 11 | RUSSIAN SAGE | 3 GAL | | |
| | RA1 | 10 | BLACK-EYED SUSAN | 1 GAL | | |

| GROUND COVERS | CODE | QTY | COMMON NAME | CONT | SPACING | NA |
|---|---|---|---|---|---|---|
| | LM18 | 408 | SUPER BLUE LIRIOPE | 1 GAL | 15" O.C. | |
| | SEC8 | 57 | SEASONAL COLOR TO OCCUR IN POTS. TOP SOIL FOR PLANTERS NEEDED | 4" POT | 8" O.C. | |

## SITE KEY:




NORTH

0 10 20 30 FT

SCALE: 1" = 10'

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## LANDSCAPE DEVELOPMENT PLANS

AREA A LA PLAN

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

L7.00

PLANTING NOTES:

1.) CONTRACTOR SHALL BE RESPONSIBLE FOR SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND IDENTIFY ISSUES THAT WILL IMPACT CONSTRUCTION.

2.) CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL EXISTING UNDERGROUND UTILITIES LOCATED IN AREAS OF DISTURBANCE PRIOR TO BEGINNING CONSTRUCTION. ANY DAMAGE CAUSED TO UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3.) PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL VERIFY ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, SCHEDULES OF VALUES, DRAWINGS, OR SITE CONDITIONS WITH THE LANDSCAPE ARCHITECT. IF A DISCREPANCY EXIST BETWEEN A SCHEDULE OF VALUES OR PLANT LIST AND THE PLANS, THE QUANTITY INDICATED ON THE PLANS SHALL PREVAIL.

4.) CONTRACTOR SHALL COMPLETE SOIL TEST IN ALL PLANTING AREAS TO DETERMINE SOIL AMENDMENT REQUIREMENTS AND SUBMIT TEST RESULTS AND PROPOSE SOIL AMENDMENTS TO LANDSCAPE ARCHITECT FOR APPROVAL. CONTRACTOR SHALL ADJUST PH AND FERTILITY BASED UPON THESE RESULTS. NO ADDITION TO OR PLACEMENT OF SOIL IS TO BE DONE PRIOR TO INITIAL SOIL TEST REPORT APPROVAL. TESTING SHALL BE DONE BY SUITABLE LABORATORY. NO PLANTING SHALL BEGIN UNTIL PROPER AMENDMENTS HAVE BEEN DONE.

5.) VERIFY TREES AND SPECIMEN PLANT MATERIAL SUPPLIED BY OWNER PRIOR TO CONSTRUCTION.

6.) CONTRACTOR SHALL LAYOUT TREES AND BED LINES FOR PLANTS FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO PLANTING. A MINIMUM 48 HOURS NOTICE SHOULD BE GIVEN BY THE CONTRACTOR FOR THIS REVIEW. DUE TO EXISTING VEGETATION AND OTHER SITE CONDITIONS, THE CONTRACTOR SHOULD ANTICIPATE FIELD ADJUSTMENTS BY THE LANDSCAPE ARCHITECT. THE STAKED LOCATIONS OF ALL TREES IS TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION UNLESS OTHERWISE AGREED.

MATERIALS:

7.) PLANTS SHALL BE VIGOROUS, WELL ROOTED WITH DENSE GROWTH TYPICAL FOR VARIETIES SPECIFIED AND FREE FROM INJURY, INSECTS AND DISEASES.

8.) PLANTS SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC.

9.) ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE LANDSCAPE ARCHITECT OR OWNER REPRESENTATIVE AT THE JOB SITE. ALL MATERIAL REJECTED SHALL BE REMOVED FROM THE PROJECT SITE AT NO ADDITIONAL COST TO THE OWNER. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT & THE OWNER BEFORE, DURING AND AFTER INSTALLATION. EXAMPLE: A TREE THAT WAS ACCEPTED AT DELIVERY BUT DAMAGED DURING INSTALLATION OR DECLINES SHORTLY FOLLOWING INSTALLATION SHALL BE REPLACED AT NO EXTRA CHARGE.

10.) ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES, AND/OR FOLIAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED.

11.) ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. REJECT ALL CRACKED ROOTBALLS.

12.) ALL TREE TRUNKS SHALL BE STRAIGHT WITH NO SIGNIFICANT SCARING, SUN SCALD OR SHIPPING DAMAGE.

13.) ALL TREES REQUIRED TO BE MATCHING PER THE REMARKS IN THE PLANT LIST SHALL BE APPROXIMATELY EQUAL IN CROTCH HEIGHT, OVERALL HEIGHT AND WIDTH.

14.) ALL TREES SHALL BE WELL FORMED WITH FULL CANOPIES, ONE SIDED OR UN-EVEN CANOPIES WILL NOT BE ACCEPTED.

15.) ALL PLANTS MUST BE CONTAINER GROWN (CONT.) OR BALLED & BURLAPPED (B&B) AS INDICATED ON PLANT LIST.

EXECUTION

16.) FIELD DUG TREES THAT ARE EVERGREEN OR LEAFED OUT PRIOR TO DIGGING, SHALL BE HARDENED OFF AND ACCLIMATED AT THE NURSERY UNDER AN IRRIGATION MISTING SYSTEM FOR A MINIMUM OF TWO (2) WEEKS. THE NURSERY SHALL PROVIDE A LETTER OF VERIFICATION THAT THIS SPEC HAS BEEN MET.

17.) ALL TREES OVER 2" SHALL BE STAKED AND GUYED ON THREE SIDES. SEE PLANTING DETAILS.

18.) ALL SHRUB AND TREE PITS SHALL BE BACK FILLED WITH AN AMENDED SOIL MIXTURE CONSISTING OF A SLOW RELEASE GRANULAR FERTILIZER: ( GRO-TONE BED MIX 1/4 LB. PER GALLON OF PLANT SIZE), 30% COMPOSTED COW MANURE, 30% COMPOSTED SPHAGNUM PEAT MOSS, AND 40% PARENT MATERIAL.

19.) ALL GROUNDCOVER BEDS SHALL HAVE 100 LBS OF COMPOSTED COW MANURE (2 - 50# BAGS) AND 3.8 CF OF COMPOSTED SPHAGNUM PEAT MOSS (1 BALE) PER 100 SF OF BED AREA TILLED INTO THE BED FOR A DEPTH OF 4-6".

20.) BEGIN SHRUB PLANTING AT A MINIMUM 36" FROM FACE OF BUILDING WALL, GROUNDCOVERS SHALL BE 12" FROM BUILDING AS REQUIRED BY PLANT SPECIFICATIONS. FRONT ROW OF SHRUBS SHALL BE PLANTED A MINIMUM OF 24" BEHIND (12" FOR GROUND COVER) BED LINE @ LAWNS OR WALKS AND MINIMUM 36" BACK FROM DRIVEWAY AND PARKING AREAS.

21.) CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 2% POSITIVE DRAINAGE IN ALL PLANT AREAS.

22.) ALL PLANTING AREAS, PLANTING BEDS AND TREE PITS SHALL BE TREATED WITH A GRANULAR PRE-EMERGENT WEED PREVENTATIVE SUCH AS 'PREEN' OR 'RONSTAR G' AT THE MANUFACTURER'S RECOMMENDED RATES.

23.) ALL PLANTING AREAS, PLANTING BEDS AND TREE PITS SHALL BE MULCHED WITH A 3" (AFTER SETTLEMENT) LAYER OF PINE STRAW OR HARDWOOD MULCH AS SPECIFIED ON THE PLANS. NATURAL AREAS SHALL BE MULCHED TO A WIDTH OF 10' FROM PLANTED AREAS. ANNUAL BEDS SHALL BE MULCHED WITH PINE MINI-NUGGETS OR APPROVED EQUAL.

24.) SPADE EDGE OF ALL PLANTING BEDS TO 2" DEPTH TO FORM A NEAT CRISP DEFINITION TO BE LINE. SEE LANDSCAPE DETAILS.

25) CONTRACTOR SHALL REMOVE ALL DEBRIS AND FINE GRADE ALL AREAS FOR APPROVAL BY LANDSCAPE ARCHITECT.

26.) CONTRACTOR TO REMOVE ALL GUY WIRES AND STAKES AT END OF GUARANTEE PERIOD.

WARRANTY AND MAINTENANCE:

27.) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL LANDSCAPE AREAS FOR THE COMPLETE INSTALLATION PERIOD UNLESS OTHERWISE AGREED IN WRITING. RESPONSIBILITIES INCLUDE MOWING, WATERING, WEEDING, DEAD-HEADING OF FLOWERS, REPAIRING SLOPES AND FINISHED GRADES, TOP-DRESSING MULCHED AREAS, FERTILIZING, ETC. MAINTENANCE SHALL CONTINUE UNTIL FINAL ACCEPTANCE BY THE OWNER. THE FREQUENCY OF MOWING, ETC. SHALL BE COMPATIBLE WITH LOCAL STANDARDS AND AT NO TIME SHALL TURF BE ALLOWED TO REACH A HEIGHT WHICH VIOLATES LOCAL CODES.

28A.) FOR ALL FULLY IRRIGATED AREAS THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL THROUGH ONE (1) FULL YEAR BEGINNING ON THE DAY OF FINAL ACCEPTANCE. PLANTS INSTALLED IN WINTER OR AFTER LEAF DROP SHALL BE GUARANTEED TO LEAF OUT AND OR SHOW NEW GROWTH (EVERGREENS). *CONTRACTOR TO DISCUSS ALTERNATIVES WITH OWNER IN THE CASE OF MANDATED WATER RESTRICTIONS OR SEVERE DROUGHT. MANDATED WATER RESTRICTIONS OR SEVERE DROUGHT VOIDS 1 YR. WARRANTIES.

28B.) FOR ALL NON-IRRIGATED AREAS THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL PLANTED IN FALL OR WINTER WILL LEAF OUT AND OR SHOW NEW GROWTH (EVERGREENS). ANY PLANT THAT DOES NOT LEAF OUT IN SPRING WILL PROMPTLY BE REPLACED BY CONTRACTOR AT NO EXTRA CHARGE TO OWNER.

28C.) FOR ALL NON-IRRIGATED AREAS THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL PLANTED IN SPRING OR SUMMER FOR THIRTY (30) DAYS MINIMUM.

29.) ANY PLANT WHICH TURNS BROWN, DEFOLIATES, DIES OR BECOMES INFESTED WITH PESTS OR DISEASE PRIOR TO THE FINAL ACCEPTANCE OR COMPLETION OF THE WARRANTY PERIOD SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED BY CONTRACTOR WITH MATERIAL OF THE SAME SPECIES, CULTIVAR, SIZE, AND OTHER SPECIFICATIONS.

GENERAL PLANTING PROCEDURE:

1.) EXCAVATE SOIL FROM TREE PIT
2.) ADD WATER TO TREE PIT TO SOAK SURROUNDING SOIL AND CHECK FOR POSITIVE DRAINAGE. (NOTE: IF PIT RETAINS WATER FOR MORE THAN TWO OF HOURS CEASE WORK ON AT AREAS AND NOTIFY LANDSCAPE ARCHITECT)
3.) BREAK UP SOIL AT BOTTOM OF PIT TO DEPTH OF 12", ADD SPECIFIED SOIL MIX AND TAMP LIGHTLY.
4.) PLACE THE TREE IN THE PIT BEING CAREFUL NOT TO BREAK OR DAMAGE ROOT BALL.
5.) SET TREE SUCH THAT THE TOP OF THE ROOT BALL IS 2-3" HIGHER THAN THE FINAL GRADE.
6.) FOR BB TREES, USING SNIPS, CUT THE WIRE BASKET OFF IN SEGMENTS, TIP THE TREE SLIGHTLY TO REMOVE ALL OF THE PIECES.
7.) LEVEL THE TREE TRUNK VERTICALLY AND ROTATE THE BEST SIDE OF THE CANOPY TO THE MOST PROMINENT VIEWING ANGLE IF APPROPRIATE.
8.) PARTIALLY BACK FILL PIT WITH SPECIFIED SOIL MIX THEN ADD WATER
9.) TAMP SOIL IN AROUND TREE SIDES WITH A SHOVEL TO REMOVE AIR POCKETS AND ENSURE COMPLETE BACKFILL AROUND ROOT BALL. CONTINUE WATERING AND BACK FILLING AT THE SAME TIME UNTIL COMPLETE.
10.) CONSTRUCT RAISED SAUCER OF APPROXIMATELY 6" HEIGHT AND 12-18" WIDTH.
11.) COVER SAUCER AND TREE ROOT BALL WITH 3" MULCH, BEING CAREFUL NOT TO APPLY TOO MUCH MULCH AGAINST THE TRUNK OF THE TREE.
12.) FILL SAUCER AREA TO THE CREST WITH WATER TO THOROUGHLY SOAK ROOT BALL.
10.) STAKE AND GUY TREE TRUNK AS DIRECTED

ANNUAL COLOR AND PERENNIAL PLANTING NOTES:

1.) EXCAVATE BED TO A DEPTH OF 4 INCHES. REMOVE EXISTING SOIL FROM SITE. BREAK THROUGH "HARDPAN" AND REMOVE ALL STONE, ROOTS, DEBRIS, ETC.

2.) ROTOTILL EXCAVATED BED AN ADDITIONAL 6-8 INCHES IN DEPTH. SLOPE THE BASE OF THE BED TO THE TRENCH EDGE.

3.) PREPARE PLANTING SOIL MIX CONSISTING THE FOLLOWING SOIL AMENDMENTS BY VOLUME.

- 40% SCREENED TOPSOIL
- 30% HUMUS (COMPOSTED PEAT OR NATURES HELPER - SOIL CONDITIONER) 2
- 15% COMPOSTED COW MANURE OR APPROVED EQUAL
- 15% EXPANDED SHALE ('MR. NATURAL' - PERMATILL)

4.) ADD 6 INCHES OF PLANTING SOIL TO EXCAVATED BED & ROTOTILL INTO EXISTING SOIL.

5.) PLACE ADDITIONAL PLANTING SOIL MIX TO RAISE ENTIRE BED 6 INCHES ABOVE FINISHED GRADE FOR SEASONAL COLOR AND 4 INCHES FOR PERENNIALS.

6.) IF SEASONAL BED FRONTS A SHRUB OR GROUNDCOVER BED, MATCH THAT BED'S HEIGHT & CONTINUE POSITIVE SLOPE TOWARD TRENCH EDGE.

7.) EVENLY SPREAD FERTILIZER APPROPRIATE TO A VARIETY OF SEASONAL COLOR AT A MAXIMUM RATE OF 2.5 LBS. PER 100 SQ. FEET AND RAKE INTO TOP 3 INCHES OF SOIL.

8.) PLANT SEASONAL COLOR AS SPECIFIED AND AT INDICATED SPACING SHOWN ON PLANS.

9.) EDGE SEASONAL COLOR BED AND MULCH WITH PINE MINI-NUGGETS OR APPROVED EQUAL, WATER THOROUGHLY.

10.) THOROUGHLY WATER BED AFTER PLANTING AND MULCHING.

| TREES | CODE | QTY | COMMON NAME | CONT | SIZE | CAL |
|---|---|---|---|---|---|---|
| | CF3 | 4 | FRANS FONTAINE HORNBEAM | B & B | | 3" CAL |
| | QNB3 | 2 | BREEZEWAY® NUTTALL OAK | B & B | | 3" CAL |
| | ZSG3 | 5 | GREEN VASE JAPANESE ZELKOVA | B & B | | 3" CAL |

| SHRUBS | CODE | QTY | COMMON NAME | CONT | SIZE | NA |
|---|---|---|---|---|---|---|
| | CHP7 | 53 | SPREADING JAPANESE PLUM YEW | 7 GAL | | |
| | CLJ7 | 11 | CLEYERA | 7 GAL | | |
| | HPL7 | 29 | LITTLE LIME HYDRANGEA | 7 GAL | | |
| | IC7 | 30 | CARISSA HOLLY | 7 GAL | | |
| | IH7 | 54 | HOOGENDORN JAPANESE HOLLY | 7 GAL | | |
| | ICS15 | 2 | STEEDS JAPANESE HOLLY | 15 GAL | | |
| | IP7 | 20 | ANISE | 7 GAL | | |
| | LOP7 | 72 | PURPLE PIXIE LOROPETALUM | 7 GAL | | |
| | MS7 | 3 | ADAGIO EULALIA GRASS | 7 GAL | | |
| | PA3 | 11 | RUSSIAN SAGE | 3 GAL | | |
| | RA1 | 10 | BLACK-EYED SUSAN | 1 GAL | | |

| GROUND COVERS | CODE | QTY | COMMON NAME | CONT | SPACING | NA |
|---|---|---|---|---|---|---|
| | LM18 | 408 | SUPER BLUE LIRIOPE | 1 GAL | 15" O.C. | |
| | SEC8 | 57 | SEASONAL COLOR<br>TO OCCUR IN POTS. TOP SOIL<br>FOR PLANTERS NEEDED | 4" POT | 8" O.C. | |

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT Douglas E. Adams

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

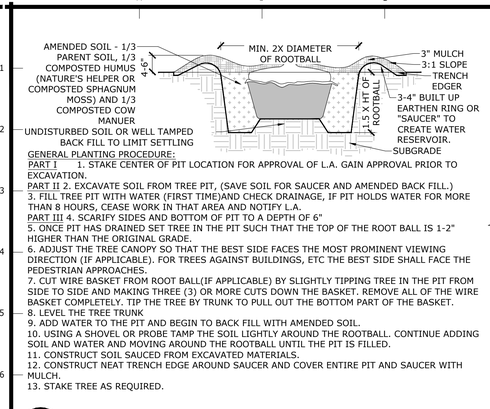
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LANDSCAPE DEVELOPMENT PLANS

LA NOTE

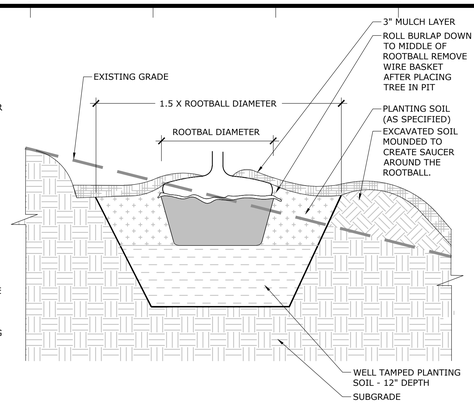
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SHEET NUMBER:
L8.00

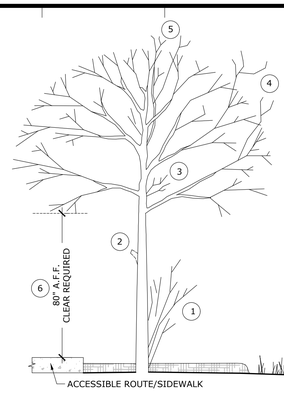



GENERAL PLANTING PROCEDURE:
PART I 1. STAKE CENTER OF PIT LOCATION FOR APPROVAL OF L.A. GAIN APPROVAL PRIOR TO EXCAVATION.
PART II 2. EXCAVATE SOIL FROM TREE PIT, (SAVE SOIL FOR SAUCER AND AMENDED BACK FILL.)
3. FILL TREE PIT WITH WATER (FIRST TIME)AND CHECK DRAINAGE, IF PIT HOLDS WATER FOR MORE THAN 8 HOURS, CEASE WORK IN THAT AREA AND NOTIFY L.A.
PART III 4. SCARIFY SIDES AND BOTTOM OF PIT TO A DEPTH OF 6"
5. ONCE PIT HAS DRAINED SET TREE IN THE PIT SUCH THAT THE TOP OF THE ROOT BALL IS 1-2" HIGHER THAN THE ORIGINAL GRADE.
6. ADJUST THE TREE CANOPY SO THAT THE BEST SIDE FACES THE MOST PROMINENT VIEWING DIRECTION (IF APPLICABLE). FOR TREES AGAINST BUILDINGS, ETC THE BEST SIDE SHALL FACE THE PEDESTRIAN APPROACHES.
7. CUT WIRE BASKET FROM ROOT BALL(IF APPLICABLE) BY SLIGHTLY TIPPING TREE IN THE PIT FROM SIDE TO SIDE AND MAKING THREE (3) OR MORE CUTS DOWN THE BASKET. REMOVE ALL OF THE WIRE BASKET COMPLETELY. TIP THE TREE BY TRUNK TO PULL OUT THE BOTTOM PART OF THE BASKET.
8. LEVEL THE TREE TRUNK
9. ADD WATER TO THE PIT AND BEGIN TO BACK FILL WITH AMENDED SOIL.
10. USING A SHOVEL OR PROBE TAMP THE SOIL LIGHTLY AROUND THE ROOTBALL. CONTINUE ADDING SOIL AND WATER AND MOVING AROUND THE ROOTBALL UNTIL THE PIT IS FILLED.
11. CONSTRUCT SOIL SAUCED FROM EXCAVATED MATERIALS.
12. CONSTRUCT NEAT TRENCH EDGE AROUND SAUCER AND COVER ENTIRE PIT AND SAUCER WITH MULCH.
13. STAKE TREE AS REQUIRED.

## 1 TREE PLANTING
SCALE: NTS



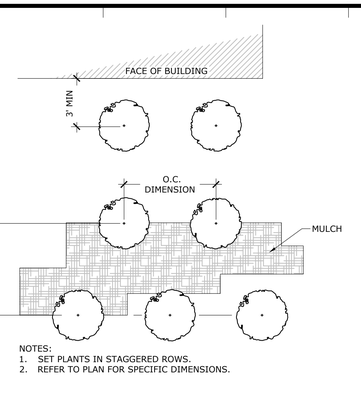

## 2 TREE PLANTING ON SLOPE
SCALE: NTS




GENERAL NOTES:
1. DASHED LINES ILLUSTRATE BRANCHES AND STUMPS THAT ARE TO BE REMOVED.
2. DO NOT REMOVE THE LEADER

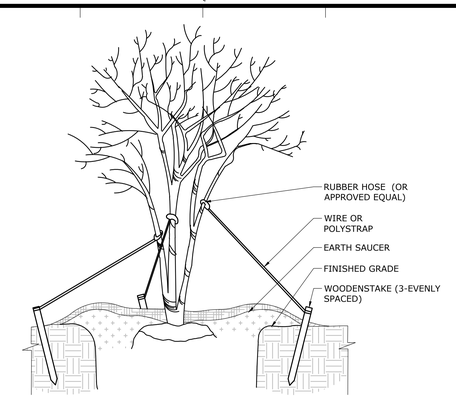
1. REMOVE SUCKERS & SHOOTS AT BASE OF TREE
2. MAKE CLEAN CUTS ON OLD STUBS, IF PRESENT
3. REMOVE ENTIRE SUPPLY OF TWIGS & BUDS ON TRUNK
4. SHAPE TREE BY REMOVING DAMAGED & MISSHAPEN BRANCHES
5. REMOVE CROSS BRANCHES & THOSE DEVELOPING INTO SECONDARY LEADERS
6. TRIM OR REMOVE ANY LOW BRANCHES OVER ALL SIDEWALKS. 80" A.F.F. IS REQUIRED BY F.H.A.G. AND A.D.A.G.

## 3 BRANCH TRIMMING
SCALE: NTS

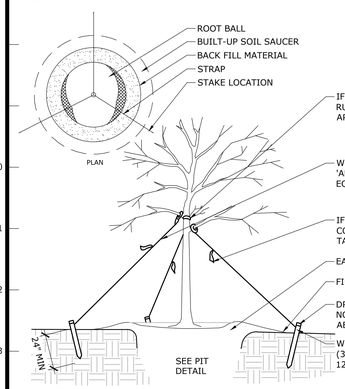



NOTES:
1. SET PLANTS IN STAGGERED ROWS.
2. REFER TO PLAN FOR SPECIFIC DIMENSIONS.

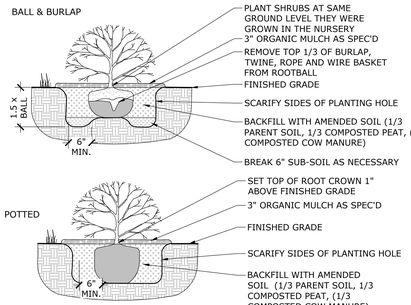
## 4 SHRUB PLANTING, PLAN
SCALE: NTS




## 5 MULTI-TRUNK STAKING
SCALE: NTS

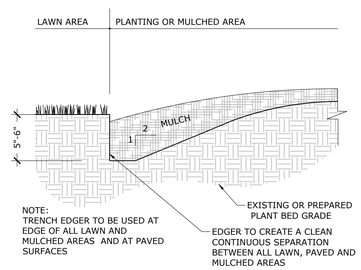



## 6 SINGLE TRUNK STAKING
SCALE: NTS




GENERAL NOTES:
PRUNE ROOTS IF BALL IS ROOTBOUND. REMOVE ALL CONTAINERS AND NON-BIODEGRADEABLE BURLAP. WHEN BACKFILLING PLANT PIT, PLACE PLANTING SOIL IN TWO LIFTS. AFTER FIRST LIFT, PUDDLE SOIL IN WITH WATER TO REMOVE ALL AIR POCKETS. PLACE SECOND LIFT AND REPEAT. CONTINUE TO PUDDLE AND FILL AS NECCESSARY.

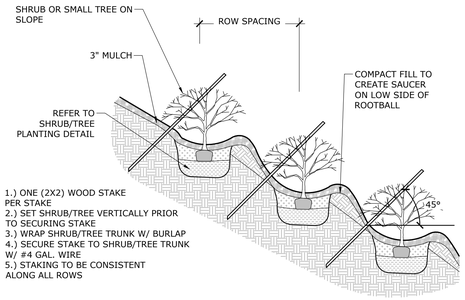
## 7 SHRUB PLANTING
SCALE: NTS




NOTE:
TRENCH EDGER TO BE USED AT EDGE OF ALL LAWN AND MULCHED AREAS AND AT PAVED SURFACES

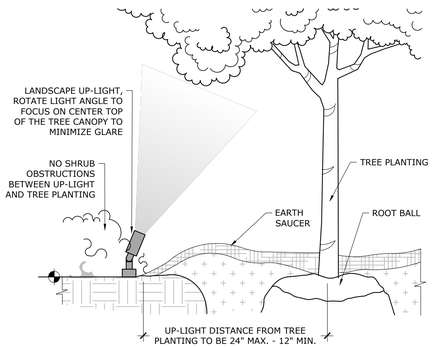
## 8 PLANTING BED EDGE
SCALE: NTS

NOTE:
LENGTH OF WOOD STAKE VARIES W/ HEIGHT OF SHRUB/ SMALL TREE
EACH STAKE TO BE DRIVEN 30" MIN. INTO SLOPE AT ANGLE INDICATED




1.) ONE (2X2) WOOD STAKE PER STAKE
2.) SET SHRUB/TREE VERTICALLY PRIOR TO SECURING STAKE
3.) WRAP SHRUB/TREE TRUNK W/ BURLAP
4.) SECURE STAKE TO SHRUB/TREE TRUNK W/ #4 GAL. WIRE
5.) STAKING TO BE CONSISTENT ALONG ALL ROWS

## 9 SHRUB OR SMALL TREE ON SLOPE PLANTING
SCALE: NTS




## 10 LANDSCAPE UP-LIGHT PLACEMENT
SCALE: NTS

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT NICHOLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER
LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188
PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

LANDSCAPE DEVELOPMENT PLANS
LANDSCAPE

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:
L8.10

## FURNISHING SCHEDULE

| DETAIL | PRODUCT | SPECIFICATIONS | MANUFACTURER | IMAGE |
|---|---|---|---|---|
| 1 | PLANTER POT | PRODUCT NAME & INFORMATION:<br>NAME: DOWNTOWN SQUARE PLANTER<br>ITEM #: DR-3600<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 36"<br>WIDTH: 36"<br>HEIGHT: 34"<br>FINISH: LIGHTWEIGHT CONCRETE<br>COLOR: SHADOW<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: TOURNESOL<br><br>CONTACT: (800) 542-2282<br><br>WEB: www.tournesol.com |  |
| 2 | MONOLINE BACKED BENCH | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE BACKED BENCH<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 72"<br>DEPTH: 27"<br>HEIGHT: 38.5"<br>SKU: ML-BENCH-72<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |
| 3 | MONOLINE FLAT BENCH WITH ARMREST | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE FLAT BENCH<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 72"<br>DEPTH: 24"<br>HEIGHT: 18"<br>SKU: ML-FLATWA-72<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |
| 4 | MONOLINE LOUNGE CHAIR | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE LOUNGE CHAIR<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 25"<br>WIDTH: 30.8"<br>HEIGHT: 44"<br>SKU: ML-LNGECHR-W<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |
| 5 | MONOLINE LOUNGE BENCH | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE LOUNGE BENCH<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 72"<br>DEPTH: 30.8"<br>HEIGHT: 44"<br>SKU: ML-LNGEBNCH-72<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |
| 6 | MONOLINE 40 X 20 OPEN | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE 40 X 20 OPEN<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 40"<br>WIDTH: 20"<br>HEIGHT: 16"<br>SKU: ML-OST-RECT4016<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |
| 7 | WASTE RECEPTACLE | PRODUCT NAME & INFORMATION:<br>NAME: LITTER RECEPTACLE<br>MODEL #: SDC-45<br>DIAMETER: 24¼"<br>HEIGHT: 48⅜"<br>FINISH: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN.<br>3. CONTRACTOR TO PROVIDE PERMANENT MOUNTING METHOD WHICH MEETS MANUFACTURER'S SPECIFICATIONS.<br>4. A RAIN BONNET IS REQUIRED FOR WASTE RECEPTACLE. | NAME: VICTOR STANLEY<br><br>CONTACT: 1-800-368-2573 & 301-855-8300<br><br>WEB: www.victorstanley.com<br><br>ADDRESS:<br>P.O. DRAWER 330<br>DUNKIRK, MD 20754 |  |
| 8 | MONOLINE PING PONG TABLE | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE PING PONG TABLE<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 108"<br>WIDTH: 62"<br>HEIGHT: 36"<br>SKU: ML-PONG<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |
| 9 | MONOLINE STANDARD BIKE RACK | PRODUCT NAME & INFORMATION:<br>NAME: MONOLINE STANDARD BIKE RACK<br>GENERAL DIMENSIONS & FINISH:<br>LENGTH: 19"<br>WIDTH: 3"<br>HEIGHT: 36"<br>SKU: ML-STAND19<br>COLOR: BLACK<br><br>FURNISHING SELECTION NOTES:<br>1. FURNISHING EXAMPLE PHOTOS ARE PROVIDED FOR STYLE REFERENCE AND APPROXIMATE DIMENSIONS NEEDED. COLOR AND STYLE MUST BE APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO PURCHASE.<br>2. SELECTED COLORS/ FINISHES MAY VARY FROM IMAGES SHOWN. | MANUFACTURER: SITE PIECES<br><br>CONTACT: (800) 484-0797<br><br>ADDRESS: 3000 LAWRENCE STREET #57<br>DENVER, CO 80205<br><br>WEB: www.sitepieces.com |  |

## FURNISHING SCHEDULE

| DETAIL | PRODUCT | SPECIFICATIONS | MANUFACTURER | IMAGE |
|---|---|---|---|---|

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GEORGIA REGISTERED No. 01529 LANDSCAPE ARCHITECT DOUGLAS E. ADAMS

| DATE | RELEASE | REV. |
|---|---|---|
| 09-01-23 | GMP | |

# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

LANDSCAPE DEVELOPMENT PLANS

FURNISHING

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:
L9.00

MAIN STREET

GEORGIA NORTHEAST RAILROAD

EXISTING TRAIN DEPOT RESTAURANT

CABOOSE

IRRIGATION CONNECTION
1. 1" WATER SUPPLY LINE
2. 1" CONDUIT ELECTRICAL CONNECTION TO CONTROLLER LOCATION

APPROXIMATE LOCATION OF IRRIGATION CONTROL BOX CONTRACTOR TO CONFIRM WITH LA OR OWNER ON SITE

APPROXIMATE LOCATION OF IRRIGATION VALVES CONTRACTOR TO CONFIRM WITH LA OR OWNER ON SITE

CONDUIT TO CONNECT ELECTRICAL AND WATER TO IRRIGATION CONTROLLER, CONTRACTOR TO CONFIRM WITH LA OR OWNER

PROJECT LIMITS

ARTIFICIAL TURF

FUTURE BUILDING

ARNOLD MILL ROAD

I-101

CHAMBERS STREET

PROJECT LIMITS

PROJECT LIMITS

FUTURE BUILDING

## IRRIGATION LEGEND:

| SYMBOL | MATERIAL |
|---|---|
| | 1" CONDUIT FROM MARKER TO CONTROLLER BOX |
| C | IRRIGATION CONTROL BOX & ASTRONOMICAL CLOCK (SEE DETAIL 8/L6.00) |
| P | PLANTER IRRIGATION (SEE DETAIL 8/L5.00) |

## IRRIGATION SCHEDULE:

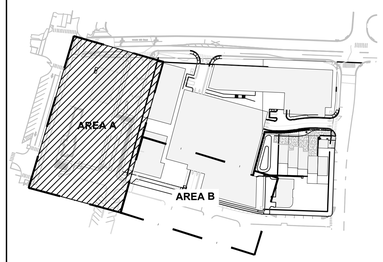
| SYMBOL | DESCRIPTION | QTY |
|---|---|---|
| I-101 | IRRIGATION AREA | 3,205 SF |

## SLEEVING LEGEND:

| SYMBOL | MATERIAL |
|---|---|
| A | 2" CLASS 200 PVC IRRIGATION SLEEVE |
| B | 4" CLASS 200 PVC IRRIGATION SLEEVE |
| C | 6" CLASS 200 PVC IRRIGATION SLEEVE |

NOTE: THIS PLAN INDICATES REQUIRED COVERAGE AREAS AND CONTROL LOCATIONS ONLY. IRRIGATION IS DESIGN BUILD BY GENERAL CONTRACTOR

## SITE KEY:




NORTH

0 10 20 30 FT

SCALE: 1" = 10'

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# WOODSTOCK CITY CENTER

LAND LOT(S) 1067 15TH DISTRICT, WOODSTOCK GA 30188

PREPARED FOR: CITY OF WOODSTOCK
CLIENT ADDRESS: 12453 HWY 92, WOODSTOCK, GA 30188

LANDSCAPE DEVELOPMENT PLANS

IRRIGATION COVERAGE

PROJ. NO: 03-MAF-WCP
DRAWN: SK
CHECKED: TA
DATE: 07/14/2023

SHEET NUMBER:

IR1.00

**AGENDA ITEM NO. 7.9**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Brian Stockton, Economic Development |
| **ITEM TYPE:** | Contracts, Agreements, Leases |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Woodstock City Center - Phase 1A Streetlght Agreement** |
| **SUGGESTED ACTION:** | The attached agreement between the city and GA Power will install 5 streetlights on Chambers Street Extension and Wheeler Street adjacent to the open space being constructed in Phase 1. The agreement is consistent with other contracts for streetlights throughout downtown.<br><br>Approval of agreement as presented. |

**ATTACHMENTS:**
Woodstock City Center - Agreement (REVISED).pdf

# Lighting Services Agreement

Georgia Power

**Project # LP85910**

Customer Legal Name WOODSTOCK CITY OF DBA

Service Address 101 ARNOLD MILL RD WOODSTOCK GA 30188 County Cherokee - GA

Mailing Address 12453 HIGHWAY 92 WOODSTOCK GA 30188

Email jparker@woodstockga.gov Tel # 404-867-7033 Alt Tel #

Tax ID# 5245 Business Description Woodstock City Center

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

## Selected Components

| Action | Qty | Wattage | Type | Description |
|---|---|---|---|---|
| INS | 13 | 70 | LED | Pendant |

| Service Cost ($) | Regulated Cost ($)* | Monthly Cost ($)* |
|---|---|---|
| $358.41 | $31.59 | $390.00 |

| Term (Months) | 1 |
|---|---|

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

**Project Notes:**

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

| Type | Customer | Tariff | Content |
|---|---|---|---|
| NESC | Gov | EOL | NLC |

| Pre-Payment ($) |
|---|
| $111,870.00 |

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

| Customer Authorization | Georgia Power Authorization |
|---|---|
| **Signature:** | **Signature:** |
| **Print Name:** | **Print Name:** LaRhonda Dukes |
| **Print Title:** | **Print Title:** Account Exec |
| **Date:** | **Date:** |

## TERMS and CONDITIONS *(Lighting – Governmental Service)*

1. **Agreement Scope.** This Lighting Services Agreement (**"Agreement"**) establishes the terms and conditions under which Georgia Power Company (**"GPC"**) will provide lighting and related service (collectively, the **"Service"**) to the customer identified on Page 1 (**"Customer"**) at the Service Address shown on Page 1 (the **"Premises"**). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, **"GPC Assets"**) for any reason related to the Service or to use of GPC Assets.

2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the **"Term."**

3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors**.

4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, **"GPC Activity"**). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

   **A.** **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.

   **B.** **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (**"Dig Law"**), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law**. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.

   **C.** **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (**"Unforeseen Condition"**). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.

7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (**"UPC"**) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 -- 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.

8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.

9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable**. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed $100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.

14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) **"include(ing)"** means "include, but are not limited to" or "including, without limitation"; (ii) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (iii) **"e.g."** means "for example, including, without limitation"; and (iv) **"written"** or **"in writing"** includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

**AGENDA ITEM NO. 7.10**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Martyn Detz, Public Works |
| **ITEM TYPE:** | Bids, Authorize, Solicit, Award, Reject, Rebid |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve RFB 2024 - 05 Melanie Lane Drainage Improvements RFB Award and Contract** |

**SUGGESTED ACTION:**

The City issued RFB 2024 - 05 for the purpose of installing new storm water infrastructure along Melanie Lane. The City received nine (9) RFB Responses.

After reviewing the submittals, the review committee determined it was in the best interest of the City to recommend award of RFB 2024 - 05 and contract to the lowest, responsible, responsive bidder, DAF Concrete, in an amount not to exceed $150,735.00. The evaluation committee is recommending award to DAF Concrete. Payment and Performance bonds shall be received from contractor prior to issuance of notice to proceed. The bid tabulation is attached for ease or reference.

Requesting Council to award RFB 2024 - 05 and contract as recommended and authorize the Mayor to execute the contract.

**ATTACHMENTS:**

Submission - DAF Concrete.pdf
2024 - 05 - Melanie Lane Drainage Improvements - Agreement.pdf
Bid Opening 2024 - 05.pdf

CITY OF
# WOODSTOCK
GEORGIA

12453 Highway 92, Woodstock, GA 30188
770-592-6000 · www.woodstockga.gov

# REQUEST FOR BIDS
# For
# MELANIE LANE DRAINAGE IMPROVEMENTS

## RFB NUMBER
## 2024 – 05

**RELEASED:**

**August 17th, 2023**

**DUE:**

**September 19, 2023 10:00 A.M. EST**

For all questions about this RFB contact:

Martyn Detz
Purchasing Coordinator
770-592-6000 Ext 1205
https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration

| RFB 2024 - 05 - MELANIE LANE DRAINAGE IMPROVEMENTS | | | | TOTAL | $ $150,735.00 |
|---|---|---|---|---|---|
| Vendor: | DAF Concrete, Inc. | | | | |
| Signature: | | | | | |
| **Item** | **Description** | **Unit** | **Qty.** | **Unit Price** | **Amount** |
| | **Washington Ave at Arnold Mill road** | | | | |
| 150-1000 | TRAFFIC CONTROL | LS | LUMP | $10,000.00 | $ **$10,000.00** |
| 210-0100 | GRADING COMPLETE | LS | LUMP | $30,000.00 | $ **$30,000.00** |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (REINF CONC PIPE, INCL ROAD CUT REPAIR) | LF | 27 | $300.00 | $ **$8,100.00** |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE PIPE, INCL DRIVEWAY CUT REPAIRS) | LF | 690 | $120.00 | $ **$82,800.00** |
| 668-1100 | CATCH BASIN, GP 1 | EA | 3 | $2,000.00 | $ **$6,000.00.** |
| 668-1110 | CATCH BASIN, GP 1, ADDL DEPTH | LF | 3 | $200.00 | $ **$600.00** |
| 668-4600 | STORM SEWER MANHOLE, TP 1 | EA | 1 | $2,500.00 | $ **$2,500.00** |
| 668-4311 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | LF | 2 | $200.00 | $ **$400.00** |
| 165-0010 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | LF | 270 | $3.50 | $ **$945.00** |
| 171-0010 | TEMPORARY SILT FENCE, TYPE A | LF | 540 | $3.50 | $ **$1,890.00** |
| 700-9300 | SOD | SY | 500 | $15.00 | $ **$7,500.00** |
| | | | | TOTAL | $ **$150,735.00** |



# DAF Concrete

*Reliability is our promise!*

9160 Turner Rd Jonesboro, GA, 30236
P: 770.629-4036 Cell: 404.433.8824

## OBJECTIVE

DAF Concrete Inc. has been in business since 2003. We have grown from doing residential foundation to working with counties repairing, removing, and installing driveways, sidewalks, storm drains etc. DAF also lays Asphalt for roadways and parking lots. We are known for getting the job done with the best quality and professionalism.

**SKILLS & ABILITIES** - Concrete Estimator -Concrete Finishing - Asphalt repairs - Repair, Remove and install of Storm drains, Catch Basin Tops, Sidewalks, Curbing, Driveways, etc. - Brick Pavers - Stone and Brick Masonry - Concrete Retaining Wall - Concrete Covers

## Contacts

Antonio Sanchez – President (404) 433-8824
Osvaldo Sanchez – Project Manager (404) 395-8464
Audrey Clyde – Secretary (470) 651-8151

| Office Physical Address | Mailing/Remittance Address |
|---|---|
| 9160 Turner Road<br>Jonesboro, GA, 30236 | 212 Hicks Drive<br>Marietta, GA, 30060 |

Office #: (770) 629-4036
Fax #: (678) 545-6218
Email: daf_concrete_inc@yahoo.com
Website: www.dafconcreteinc.com
EIN # 30-0217601

## EXPERIENCE

### YR 2023

- Juliette Road Sidewalk Improvements, ***City of Tucker***, Marvin Hines – (470) 585-3472
- Brooks Road Sidewalk Improvements, ***Gwinnett County (BL076-20),*** Rich Schoeck – (678) 315-3554

## YR 2022

- Sidewalk & Roadways, **Annual Contract w/ Dekalb County**,
- On Call Concrete & Retainer Walls. **Annual Contract w/ Dekalb County,** Jeff Reid – (404) 974-3046
- Traffic Calming Maintenance, **Annual Contract w/ Dekalb County,** Garrett Bell – (404)297-4583
- Cooledge Road Sidewalk Improvements***, City of Tucker***, Jack Smith – (404) 990-2486
- Hugh Howell Multi-Use Trail Improvements***, City of Tucker***, Jack Smith – (404) 990-2486
- Brockett Road & Montreal Sidewalk Improvements, ***City of Tucker*****,** Jack Smith – (404) 990-2486
- Monarch Village Sidewalk Repairs, ***Annual Contract w/ City of Stockbridge*****,** Glenn Athearn - (678) 314-2174
- Henry County Districts Concrete Repairs, ***Henry County***, Steven Cariola – (770) 288-7623
- Tucker Radii Improvements, ***City of Tucker***, Sam Durrance – (678) 215-7030
- Washington Road Sidewalk Improvements (Phase II), ***City of East Point***, Cadell Hall **–** (404) 291-7245
- Hollow Stream Drainage Improvements, ***City of Powder Springs***, Dwayne Eberhart – (770) 293-0124
- Infrastructure Repairs Citywide, ***City of Powder Springs***, Dwayne Eberhart – (770) 293-0124
- Molly Lane Sidewalk Improvements***, City of Woodstock***, Chris Knock – (770) 592-6000 x1706
- Tilly Mill Drainage Improvements, ***City of Doraville***, Hari Karikaran – (470) 885-9663
- LMIG 2021 Sidewalks, ***City of Peachtree Corners***, James Nguyen – (470) 395-7029
- ADA Ramps Improvements, ***City of Brookhaven***, Gerren Francis – (404) 353-7389
- Caldwell Drive Sidewalk Improvements, ***City of Hampton***, David Corn – (770) 946-3062
- Traffic Maintenance for Speed tables Countywide, ***Dekalb County***, Garrett Bell – (404) 297-4583
- 2027-A Driveway & Curb Repair - ***Fayette County***, David Schreiber – (770) 320-6083
- Asphalt Repairs Countywide, ***Dekalb County School District,*** Demetrice Mott – (678) 676-1749
- Church St & Tucker Industrial Blvd Sidewalk Improvements, ***City of Tucker***, Sam Durrance – (678) 215-7030

## YR 2021

- Cameron Springs Sidewalk Improvements, ***City of Powder Springs***, Dwayne Eberhart – (770) 293-0124
- Streetscapes III – Sidewalk Phase, ***City of Woodstock***, Jeremy Parker – (770) 592-6000 x1710
- Various Projects Repairing Sidewalks, ***Henry County***, Steven Cariola – (770) 288-7623
- Cogburn Road Sidewalk Improvements, ***City of Milton***, Matthew Fallstrom – (678)-242-2558
- Repairing Catch Basin & ADA Ramps throughout South Fulton, ***City of South Fulton***, Alton Matthews – (404) 427-3594
- General Pipe Work on Annual Contract, ***Clayton County Water Authority (Still affective***, Marcus McLester - (678) 422-5221
- BL076-20 Restoration of Utility Repairs on Annual Contract (Dept. of Watershed Resources), ***Gwinnett County (Still affective)***, Chris Neidlinger – (678) 376-6969
- BL079-19, Provision of Poured-In-Place Concrete & Associated Miscellaneous Site Work on an Annual Contract (Dept. of Fire and Emergency Services), ***Gwinnett County (Still affective)***, Michael Williamson – (404) 391-1145
- BL032-17 Restoration of Poured-In-Place Concrete and Associated Miscellaneous Site Work on Annual Contract (Community Services), ***Gwinnett County (Still affective)***, Dale Foster – (678) 277-0937
- Wynne Russell Sidewalk Improvements, ***City of Lilburn***, Kim Conroy – (770) 722-1820
- Elmdale Drive Sidewalk Improvements, ***City of Tucker***, Ken Hildebrandt – (770) 865-5645
- Ashford Dunwoody/ Montgomery Elementary Intersection, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- 1940-A Driveway & Curb Repair - ***Fayette County***, James Munster – (770) 320-6026
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority (Still affective)*** Marcus Mclester– (678) 422-5221
- Annual Contract for Asphalt Repairs, Paving, Patching and Milling, ***Dekalb County School District, (Still affective)*** Fred Schoenfield – (678) 676-1408

- Annual Contract for Asphalt Patching and Paving, ***Clayton County Water Authority (Still affective)*** Scott Mask – (678) 699-0759

## YR 2020

- #2020-700 Annual Contract for Sidewalk Construction Services, ***City of Hampton***, David Corn, (770) 946-3062
- Ashford Dunwoody/ Montgomery Elementary Intersection, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- Annual Contract for Sidewalk Construction Services, ***City of Hampton***, Alex Cohilas – (770) 897-2119
- Stucco Repair, ***CWC Office Furnishings***, Jeffrey Jones – (404) 895-5697
- Washington Road Sidewalk Improvements, ***City of East Point,*** Cadell Hall **–** (404) 291-7245
- BL076-20; Restoration Utility Repairs on an Annual Contract, ***Gwinnett County***, Christopher Neidlinger – (678) 376-6969
- Annual Contract 2019 Standby Miscellaneous Construction – Paving & Concrete Services, ***Fulton County***, Pamela Keel – (678) 778-7040
- 1863-A Driveway & Curb Repair, ***Fayette County***, James Munster – (770) 320-6026
- S. Clayton St. Addition Improvements, ***City of Lawrenceville***, Johannes Louw – (770) 277-7533
- Avondale Stadium Parking Lot, ***Dekalb County School District***, Fred Scheonfeld – (678) 676-1408
- Ashford Dunwoody/ Johnson Ferry Rd Intersection, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- Cedar Grove Middle Patching Pothole, ***Dekalb County School District***, Fred Scheonfeld – (678) 676-1408
- 1798-A Driveway & Curb Repair, ***Fayette County***, James Munster – (770) 320-6026
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority (Still affective)*** Marcus Mclester– (404) 593-3614
- Annual Contract for Asphalt Repairs, Paving, Patching and Milling, ***Dekalb County School District,*** Fred Schoenfield – (678) 676-1408
- Annual Contract for Asphalt Patching and Paving, ***Clayton County Water Authority (Still affective)*** Scott Mask – (678) 699-0759
- FY2020 Sidewalk Repairs, ***City of Alpharetta***, Joshua Chance – (678) 297-6234
- Canton Street Pedestrian Improvements, ***City of Alpharetta***, Andrew Echols – (678) 297-6238
- W Pike St Sidewalk Addition, ***City of Lawrenceville***, Johannes Louw – (770) 277-7533
- Idlewood Road Sidewalk Improvements, ***City of Tucker***, Ken Hildebrandt – (770) 865-5645
- Nuckolls Road Sidewalk Improvements, ***Forsyth County***, Charlie Crowe - (770) 781-2165
- W Taylor Avenue Sidewalk Improvements, ***City of East Point,*** Cadell Hall **–** (404) 291-7245
- CDBG Governors Drive Sidewalk, ***City of Forest Park***, Jeff Eady – (404) 608-2310

## YR 2019

- Street Repairs/ Richard D. Sailors, ***City of Powder Springs***, Dwayne Eberhart – (404) 273-4509
- Echols Rd Sidewalk Improvements, ***Forsyth County***, Charlie Crowe - (770) 781-2165
- Street Repairs/ Hopkins Road, ***City of Powder Springs***, Dwayne Eberhart – (404) 273-4509
- Fire station #20 Driveway Replacement, ***Gwinnett County***, Michael R. Williamson – (404) 391-1145
- 1666-A Driveway & Curb Repair, ***Fayette County***, James Munster – (770) 320-6026
- Headland Drive and Delowe Drive Sidewalks Phase III, ***City of East Point***, Vincent Reynolds – (404) 270-7114
- Curb & Gutter Repair, ***Henry County***, Marvin Wiley – (770) 288-7262
- Driveway and Curb Repair, ***Fayette County***, James Munster – (770) 320-6082
- Nichols Rd & Nichols Dr Sidewalk Improvements, ***Forsyth County***, Charlie Crowe – (770) 781-2165
- E. Drew Valley Sidewalks Project, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- Cheshire Way Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Woodrow Way Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682

## YR 2018

- Evans Drive Sidewalks Project, ***City of Riverdale***, Lisa Kopro – (404) 491-5044
- Mill Creek Road Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Cartecay Drive Sidewalks Project, ***City of Brookhaven***, Greg Smith – (404) 735-7838
- Lanier Drive Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Tyron Rd Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Installing Speed Tables, ***City of Milton***, Matthew Fallstrom – (678)-242-2558
- Headland Drive and Delowe Drive Sidewalks, ***City of East Point***, Vincent Reynolds – (404) 270-7114

## YR 2017

- Asphalt/ Concrete Pavement Maintenance and Repairs Services, Fulton County, Mark Moore – (404) 285-1307
- CDBG – West Street Roadways and Sidewalks, ***City of Forest Park***, Jeff Eady – (404) 608-2310
- Moon Road Sidewalks, ***City of Lawrenceville***, Johannes Louw – (678) 618-2839
- East Crogan Street Sidewalks, ***City of Lawrenceville***, Johannes Louw – (678) 618-2839
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority (Still affective)*** Scott Mask – (678) 699-0759
- Annual Contract for Asphalt Patching and Paving, ***Clayton County Water Authority (Still affective)*** Marcus Mclester– (404) 593-3614
- Annual Contract for BL065-15 (Concrete & Asphalt), ***Gwinnett County, GA (Still affective)***, Christopher Neidlinger – (678) 376-6969
- Annual Contract for BL032-17 (Poured-in-Place Concrete & Associated Miscellaneous Site Work) ***Gwinnett County, GA (Still affective)***

## YR 2016

- Panhandle Road Sidewalk Construction from McDonough Rd to Tara Rd for ***Clayton County, GA*** Project Manager: Jatta Battary – (404) 655-2582

## YR 2015

- Austell Powder Springs Road, ***City of Powder Springs***
- Old Monticello Street Stream and Shoulder Improvements, ***City of Covington, GA*** Project Manager: Ken Swain - (770) 778-5830
- Restoration of Utility Repairs on an Annual Contract (Still affective) Project Manager: Chris Neidlinger – (678) 725-9805

## YR 2014

- North Fulton Ave. CDBG Sidewalk, ***City of Hapeville*** Project Manager: Keck & Wood Inc. (678) -417-4000
- Lake Ridge Pkwy Sidewalk Installation, ***Board of Commissioners of Clayton County Central Services Department, GA***
- Cemetery Street Sidewalk, ***City of Austell*** Project Manager: Keck & Wood Inc. (678) -417-4000 CDBG Sidewalk Improvements Glenn Dr. Sharon Street and School Place, ***Forest Park Department of Public Work*** Project Manager: Jeff Eady 678) 300-4314
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority*** (Still affective)

This is the Standard Construction Services Agreement of the City of Woodstock, Georgia. Any Contractor doing business with the City must enter into this Agreement.

**CONSTRUCTION SERVICES AGREEMENT**

**THIS AGREEMENT** is effective as of this_____ day of _____, 2023, by and between **CITY OF WOODSTOCK, GEORGIA,** a political subdivision of the State of Georgia, acting by and through its governing authority, the City Council ("City"), and DAF Concrete, Inc. ("Contractor"), collectively referred to as the "Parties."

**WITNESSETH THAT:**

**WHEREAS,** the City desires to retain Contractor to provide certain services generally described as Melanie Lane Drainage Improvements (the "Work"); and

**WHEREAS,** the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

**WHEREAS,** the Contractor has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

**WHEREAS,** the public interest will be served by this Agreement;

**NOW, THEREFORE,** the Parties hereto do mutually agree as follows:

## I. SCOPE OF SERVICES AND TERMINATION DATE

### A. Project Description

The project generally entails installing a stormwater infrastructure for the area at Washington Avenue & Arnold Mill Road, hereinafter referred to as the "PROJECT". The work includes, but is not limited to installing curb & gutter, concrete sidewalk, asphalt repairs, and driveway

### B. The Work

The Work to be completed under this Agreement (the "Work") consists of the below listed goods and services which shall meet or exceed the specifications below.

Goods and services shall meet or exceed the following guidelines:

- 27 LF of storm drain pipe (reinf conc pipe, including road cut repair)
- 690 LF of storm drain pipe (HDPE pipe, incl driveway cut repairs)
- Three (3) catch basins
- One (1) sewer man hole

- Traffic control, one lane to remain open at all times
- Work hours are from 8 am to 3:30 pm Monday through Friday

The contractor shall be responsible for furnishing all materials and labor to complete the project and shall coordinate construction dates and times with the City of Woodstock Public Works Director.

All work must be approved prior to the release of payment. All work is expected to be completed within 90 days after a notice to proceed has been issued, pending any unnatural weather occurrence.

**C. Schedule, Completion Date, and Term of Agreement**

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. This Agreement shall commence as of the date first written above. The City shall require a one (1) week notice prior to project commencement and the Work shall be completed within 90 days after the notice to proceed has been issued.

**D. Liquidated Damages**

In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract (not to exceed three (3) days from the date of completion set forth in this Contract). Contractor shall not be entitled to any additional money for any delay, which it encounters. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount $250 per day for every day the contract is not completed after the 90 days from the notice to proceed has been issued.

## II. WORK CHANGES

**A.** The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms and the Contractor shall proceed with the changed work.

**B.** Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the City and the Contractor.

**C.** The City Manager has authority to execute without further action of the City Council, any number of change orders so long as their total effect does not materially alter the terms of this

Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of $25,000 must be approved by resolution of the City Council.

## III. COMPENSATION AND METHOD OF PAYMENT

**A.** City agrees to pay the Contractor for the services performed and costs incurred by Contractor upon certification by the City that the services were actually performed, and costs actually incurred in accordance with the Agreement. Compensation for services performed for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the services performed, and costs incurred. Invoices shall be and such invoices shall reflect charges incurred versus charges budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before charges are incurred* and shall be handled through change orders as described in Section II above. The City shall pay the Contractor within thirty (30) days after approval of the invoice by City staff.

**B.** The total amount paid under this Agreement as compensation for services performed for costs incurred shall not, in any case, exceed **$150,735.00,** except as outlined in Section II(C) above. The compensation for services performed shall be based upon itemized pricing as detailed in Exhibit C Bid Proposal Form and Itemized Pricing Sheet.

**C.** The Contractor shall submit a progress payment request after thirty (30) days for the completed work.

**D.** The Contractor shall provide a certificate of insurance coverage. Insurance policies to be carried under the agreement shall not be changed or cancelled without prior written notification to the City of Woodstock, Georgia.

## IV. COVENANTS OF CONTRACTOR

### A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

### B. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.

**C. City's Reliance on the Work**

The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the City bears no responsibility for Contractor's services performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, and specifications by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's professional and industry standards or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

**D. Contractor's Reliance of Submissions by the City**

Contractor must have timely information and input from the City in order to perform the services required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.

**E. Contractor's Representative**

Antonio Sanchez, or designee, shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

**F. Assignment of Agreement**

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

**G. Responsibility of Contractor and Indemnification of City**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the City, its officers, boards, commissions, elected officials, employees and agents from and against any and all claims, suits, actions, liability, judgments, damages, losses, and expenses, including but not limited to, attorney's fees, which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the City or any of its agents or employees, by any employee of

the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Agreement.

**H. Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only.

Furthermore, Contractor certifies that contractor is not currently engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85

**I. Insurance**

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

(2) Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

- General Liability - $1,000,000/ $2,000,000 aggregate, naming the City as an additional insured during the duration of the contract

- Worker's Compensation – Statutory (for the State of Georgia and the State of domicile of the Contractor).

- Manufacturers' and Contractor's Liability, covering operations performed by or for the Contractor, with limits of not less than Bodily Injury – $500,000/$1,000,000. Property Damage - $500,000.

- Contractor Liability, covering liability of others assumed by the Contractor elsewhere in the contract under "Hold Harmless" Agreements or similar assumptions of liability.

(3) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City.

(4) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The City, its officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City, its officials, employees, agents or volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents or volunteers.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

(vi) The insurer agrees to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the City.

(vii) All endorsements to policies shall be executed by an authorized representative of the insurer.

(b) Workers' Compensation Coverage.

The insurer will agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the City.

(c) All Coverages.

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers:

Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A:VII.

(6) Verification of Coverage:

Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of work. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors:

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the parties as additional insured.

(8) Claims-Made Policies:

Contractor shall extend any claims-made insurance policy for at least six (6) years after

termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee:

The City shall be named as an additional insured and loss payee on all policies required by this Agreement.

**J. Employment of Unauthorized Aliens Prohibited**

It is the policy of City that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia, unless the Contractor shall provide evidence on City-provided forms, attached hereto as Exhibits "A" and "B" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71) that it and Contractor's subcontractors have within the previous twelve (12) month period conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the City contract to ensure that no unauthorized aliens will be employed. The City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of its verification process for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract.

The City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Contractor or Contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making its records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to terminate the employee, or otherwise cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Compliance with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 is mandatory.

Contractor agrees that the employee-number category designated below is applicable to the contractor.

____ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

The above requirements shall be in addition to the requirements of State and Federal law and shall be construed to be in conformity with those laws.

**K. Records, Reports and Audits**

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information:

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the City.

(3) Audits and Inspections:

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

**L. Contractor Compliance Certifications**

Contractor must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970. Exhibit

Contractor must certify that they do not and will not maintain or provide for their employees any facilities which are segregated on a basis of race, color, creed, or national origin. Exhibit E Certification of Non-Segregated Facilities.

Contractor must certify that they have a drug-free workplace, if applicable. Exhibit F Certification of Drug-Free Workplace.
Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Woodstock, Georgia Code of Ethics. Exhibit G Certification of Non-Collusion.

**M. Confidentiality**

Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, Contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

**N. Licenses, Certifications and Permits**

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, City, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

**O. Key Personnel**

All of the individuals identified are necessary for the successful prosecution of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without written approval of the City. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the City. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

**P. Authority to Contract**

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

**Q. Ownership of Work**

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the services to be performed by the Contractor ("materials") shall be the property of the City and the City shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged

or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

## V. COVENANTS OF THE CITY

### A. Right of Entry

The City shall provide for right of entry for Contractor to project areas, in order for Contractor to complete the Work.

### B. City's Representative

Jeremy Parker, Public Works Director, or designee, shall be authorized to act on the City's behalf with respect to the Work as the City's designated representative

## VI. TERMINATION

**A.** The City shall have the right to terminate this Agreement for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the City's failure to pay the Contractor within thirty (30) days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure.

**B.** Upon termination, City shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

**C.** Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.

**D.** The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## VII. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any employee, officer, director, or elected or appointed official.

## VIII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes any

and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

## IX. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

## X. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

## XI. CAPTIONS AND SEVERABILITY

The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

## XII. NOTICES

### A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Jeremy Parker, Public Works Director, or designee, for the City and Antonio Sanchez, or designee, for the Contractor.

### B. Official Notices

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE CITY** shall be sent to:

City of Woodstock, Georgia
Attn: City Manager
12453 Hwy 92
Woodstock, GA 30188

**NOTICE TO THE CONTRACTOR** shall be sent to:

DAF Concrete, Inc.
Attn: Antonio Sanchez
9160 Turner Road
Jonesboro, GA 30236

## XIV. WAIVER OF AGREEMENT

The City's failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

## XV. SOVEREIGN IMMUNITY

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

## XVI. FORCE MAJEURE

Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.

## XVII. NO THIRD PARTY BENEFICIARIES

This agreement is for the benefit only of the parties hereto. No provision in this Agreement, including, but not limited to, any provision relating to insurance requirements herein, is intended for the benefit of any third party.

**IN WITNESS WHEREOF** the City and the Contractor have executed this Agreement effective as of the date the City Manager executes this Agreement on behalf of the City.

[SIGNATURES ON FOLLOWING PAGE]

**CONTRACTOR:**

**DAF Concrete, Inc.**_____

By: _____

Its: _____

[CORPORATE SEAL]

**SIGNED, SEALED, AND DELIVERED**
in the presence of:

_____
**Witness**

_____
Notary Public

[NOTARY SEAL]

**My Commission Expires:**
_____

**CITY OF WOODSTOCK, GEORGIA**

_____

By: _____

Its: _____
[CITY SEAL]

**SIGNED, SEALED, AND DELIVERED**
in the presence of:

_____
Witness

_____
**Notary Public**
[NOTARY SEAL]

**My Commission Expires:**
_____

**EXHIBIT A**

**STATE OF GEORGIA**
**CITY OF WOODSTOCK, GEORGIA**

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

1. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor (said Rules being hereinafter referred to as "Rule 300-10-1-.02") are conditions of this contract.

2. In the event Contractor employs or contracts with any subcontractor in connection with this contract, Contractor will secure from the subcontractor such subcontractor's indication of the employee-number category (as set forth above) applicable to the subcontractor; and

3. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached hereto and shall be a part of this Contract.

4. In the event Contractor employs or contracts with any subcontractor in connection with this contract, Contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the agreement between Contractor and the subcontractor.

**Acceptance**

By signing you agree to the terms and conditions as presented for the locations listed above.

_____ _____

Signature of Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent.

**EXHIBIT B**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

See following page.

## City of Woodstock

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Woodstock, Georgia (the "City") has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontract who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**390540**
Federal Work Authorization User Identification Number

**2/16/2012**
Date of Authorization

**DAF Concrete, Inc.**
Name of Contractor

RFB 2024-05 Melanie Lane Drainage Improvements
Name of Project

City of Woodstock, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on **September**, 202**3** in **Jonesboro** (city), **GA** (state).

Antonio Sanchez
Signature of Authorized Officer or Agent

**Antonio Sanchez - President**
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this the 19 day of September, 2023,

Audrey Clyde
Notary Public

May 9th 2025
My Commission Expires

AUDREY CLYDE NOTARY PUBLIC HENRY COUNTY, GEORGIA

**EXHIBIT C**

**CONTRACTOR'S PRICE PROPOSAL**

See following page.

| RFB 2024 - 05 - MELANIE LANE DRAINAGE IMPROVEMENTS | | | | TOTAL | $ $150,735.00 |
|---|---|---|---|---|---|
| Vendor: | DAF Concrete, Inc. | | | | |
| Signature: | | | | | |
| **Item** | **Description** | **Unit** | **Qty.** | **Unit Price** | **Amount** |
| | **Washington Ave at Arnold Mill road** | | | | |
| 150-1000 | TRAFFIC CONTROL | LS | LUMP | $10,000.00 | $ **$10,000.00** |
| 210-0100 | GRADING COMPLETE | LS | LUMP | $30,000.00 | $ **$30,000.00** |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (REINF CONC PIPE, INCL ROAD CUT REPAIR) | LF | 27 | $300.00 | $ **$8,100.00** |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE PIPE, INCL DRIVEWAY CUT REPAIRS) | LF | 690 | $120.00 | $ **$82,800.00** |
| 668-1100 | CATCH BASIN, GP 1 | EA | 3 | $2,000.00 | $ **$6,000.00.** |
| 668-1110 | CATCH BASIN, GP 1, ADDL DEPTH | LF | 3 | $200.00 | $ **$600.00** |
| 668-4600 | STORM SEWER MANHOLE, TP 1 | EA | 1 | $2,500.00 | $ **$2,500.00** |
| 668-4311 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | LF | 2 | $200.00 | $ **$400.00** |
| 165-0010 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | LF | 270 | $3.50 | $ **$945.00** |
| 171-0010 | TEMPORARY SILT FENCE, TYPE A | LF | 540 | $3.50 | $ **$1,890.00** |
| 700-9300 | SOD | SY | 500 | $15.00 | $ **$7,500.00** |
| | | | | TOTAL | $ **$150,735.00** |

## EXHIBIT C BID PROPOSAL FORM

Proposal of **DAF Concrete, Inc.** (hereinafter called "Bidder") a contractor organized and existing under the laws of the State of **Georgia**, * an individual, a corporation, or a partnership doing business as **Corporation**.

TO: City of Woodstock, Georgia (Hereinafter referred to as "City")

The Bidder, in compliance with your invitation for bids for the work as described in Section 2.0 of

**RFB 2024 – 05**
**MELANIE LANE DRAINAGE IMPROVEMENTS**

having examined the scope of work with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the scope of work of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated in the bid submission. These prices are to cover all expenses incurred in performing the work required under this Contract, of which this bid is a part.

Amount shall be shown in figures. The prices in the bid submittal shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the project as stated in the contract.

**Total Price: $** 150,735.00

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the Project within NINETY (90) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of $250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the contract for completing the work.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder declares that he understands that the quantities shown on the bid are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

**Antonio Sanchez - President - 212 Hicks Drive, Marietta, Ga, 30060**

The **19th** day of **September**, 20**23**.

Signature: ANTONIO SANCHEZ

Printed: **Antonio Sanchez**

Title: **President**

**EXHIBIT D**

**SITE MAPS/PLANS AND SPECIAL STIPULATIONS**

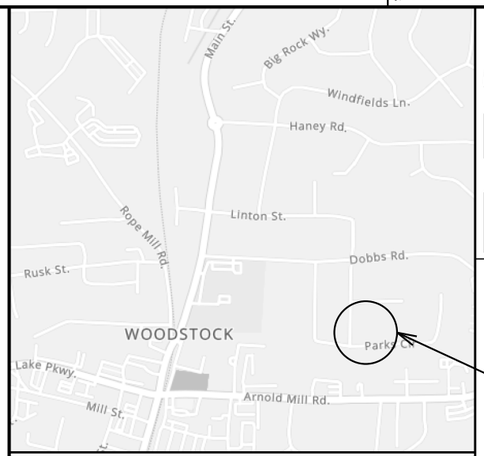
See following page.

| 12/30/2022<br>calco | GPLOT-V8<br>gplotborder-V81-PO.tbl | Melanie_01-0001.dgn<br>GRNCOV | CITY OF WOODSTOCK, GA | P.I. No.<br>N/A |
|---|---|---|---|---|

# CITY OF WOODSTOCK
# DEPARTMENT OF PUBLIC WORKS

## PLAN AND PROFILE OF PROPOSED

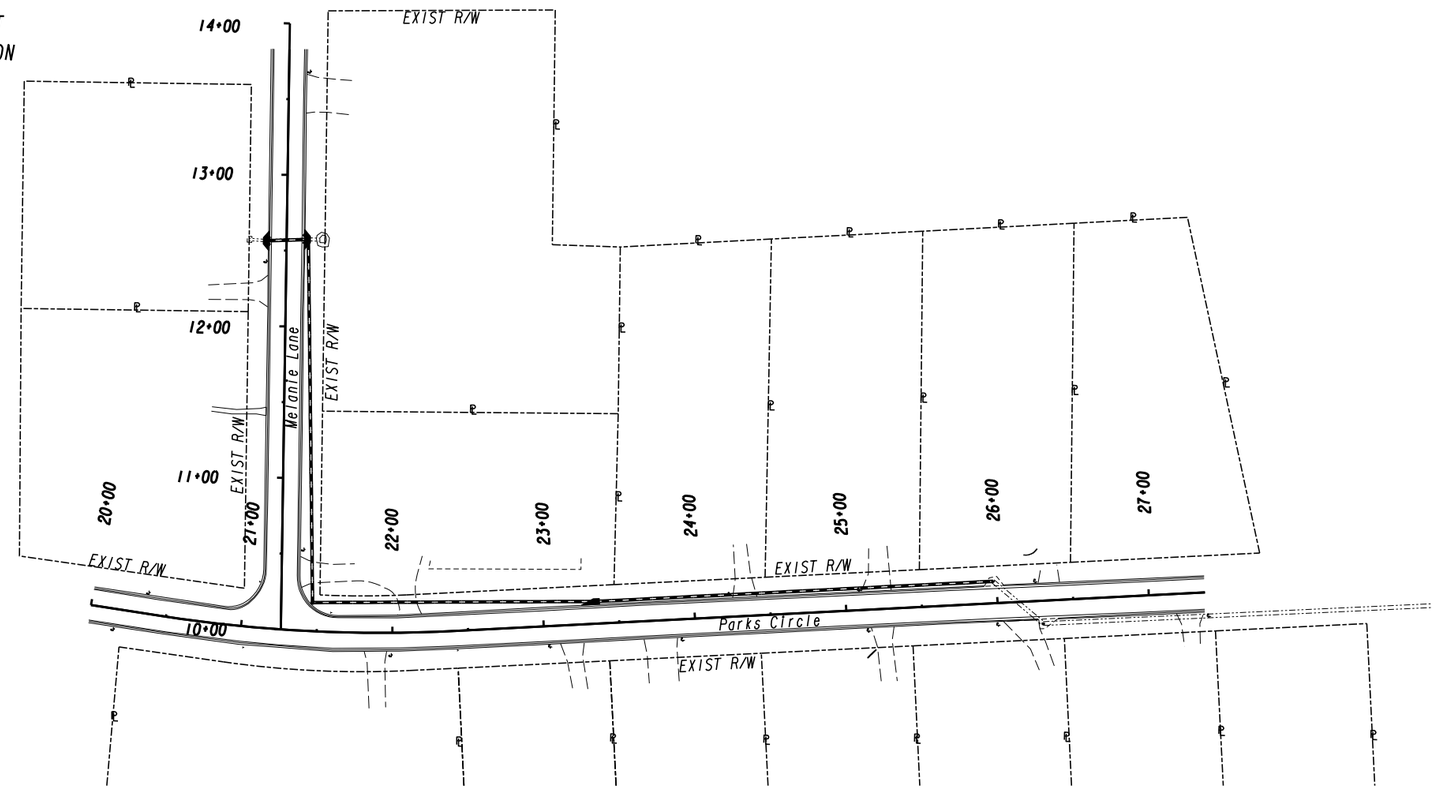
# *MELANIE LANE*
# *DRAINAGE IMPROVEMENTS*




LOCATION SKETCH

PROJECT LOCATION

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.




SCALE IN FEET

0 50 100 200

PREPARED BY: _____

CHARLIE A. LANZ, PE

GEORGIA REGISTERED No. 034645 PROFESSIONAL ENGINEER CHARLIE A. LANZ

PLANS PREPARED BY:

CALCO ENGINEERING

| PLANS COMPLETED 12-30-2022 | |
|---|---|
| REVISIONS | |
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| | |

DRAWING No.
01-0001

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND CITY OF WOODSTOCK IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

| DRAWING NO. | DESCRIPTION |
|---|---|

| | INDEX |
|---|---|
| 1-0001 | Cover |
| 2-0001 | Index |
| 3-0001 | Revision Summary |
| 4-0001 | General Notes |
| 9-0001 | Detailed Estimate |
| 13-0001 to 13-0002 | Mainline Plan |
| 22-0001 | Drainage Profiles |
| 24-0000 to 24-0002 | Utility Plans |

| LIST OF APPLICALBE GEORGIA DOT STANDARDS | | |
|---|---|---|
| STD. NO. | DESCRIPTION | DATE |
| 1011a | Brick Manholes | 10/1/1981 |
| 1011ap | Precast Reinforced Concrete Manhole | 6/1/1975 |
| 1030d1 | Concrete and Metal Pipe Culverts Sheet 1 of 3 | 9/1/2001 |
| 1030d2 | Concrete and Metal Pipe Culverts Sheet 2 of 3 | 9/26/2001 |
| 1030p | Thermoplastic Pipe | 11/14/2019 |
| 1033d | Catch Basins (For use with 6" or 8" Ht. curb and gutter) | 8/1/1982 |
| 1033dp | Precast Catch Basins (For use with 6" or 8" Precast Ht. curb and gutter) | 9/1/1982 |
| 1034d | Catch Basins (For use with 6" or 8" curb and gutter in sags or low points) | 8/1/1982 |
| 1034dp | Precast Catch Basins (For use with 6" or 8" curb and Precast gutter in sags or low points) | 9/1/1982 |
| 1401 | Pavement Patching Details (Storm Drain or Utility Installations by Open Cut Across Existing Pavement) | 8/1/1999 |
| 9031u | Junction Boxes (Precast or Built-in-Place) Pipe Collars, Pipe Elbow and Pipe Curved Alignment | 7/1/1985 |
| 9032b | Concrete Curb and Gutter, Concrete Curbs, Concrete Medians | 1/25/2021 |

| LIST OF APPLICALBE GEORGIA DOT DETAILS | | |
|---|---|---|
| DET. NO. | DESCRIPTION | DATE |
| D-24A | Temporary Silt Fence (Sheet 1 of 4) | 1/19/2011 |
| D-52 | Baled Straw | 4/22/2016 |
| D-54 | Sod Installation | 4/22/2016 |

CALCO ENGINEERING

| REVISION DATES | | |
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**INDEX**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 02-0001 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

| DATE | DRAWING NO. | REVISION |
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| DATE | DRAWING NO. | REVISION |
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CALCO ENGINEERING

| REVISION DATES | | |
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**REVISION SUMMARY**

MELANIE LANE

DRAINAGE IMPROVEMENTS

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

DRAWING No.

03-0001



10/23/2015 GPLN

# PROJECT GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF WOODSTOCK AND GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD AND SUPPLEMENTAL SPECIFICATIONS, CURRENT EDITION. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE CITY.

2. ALL KNOWN FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS, AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON PLANS WILL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY UNDER THIS REQUIREMENT. "EXISTING UTILITY FACILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION.

3. UTILITY WORK COORDINATION WILL BE REQUIRED AS A PART OF THIS CONTRACT. THE CONTRACTOR SHALL BE REQUIRED TO USE THE ONE-CALL CENTER TELEPHONE NUMBER. 811 OR 1-800-282-7411. FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES. THE CONTRACTOR'S ATTENTION IS CALLED TO SUB-SECTION 105.06 OF THE GADOT STANDARD SPECIFICATIONS "COOPERATION WITH UTILITIES"

4. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GEORGIA STANDARD SPECIFICATIONS.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND TO DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. CONCRETE AND ASPHALT MATERIALS REMOVED FROM THE PROJECT SITE MAY NOT BE PLACED IN FILL LOCATIONS THAT FALL WITHIN EASEMENT AREAS. ALL FILL AREAS MUST BE COMPACTED TO MINIMUM 95% STANDARD PROCTOR.

6. PERFORATED UNDERDRAIN SHALL BE PLACED IN AREAS WHERE WET CONDITIONS EXIST IN THE SUBGRADE AS DIRECTED BY ENGINEER.

7. STRUCTURES, TREES, SHRUBS AND OTHER PLANT MATERIAL THAT FALL WITHIN THE RIGHT-OF-WAY AND EASEMENT LIMITS, BUT OUTSIDE THE LIMITS OF CONSTRUCTION, SHALL NOT BE DISTURBED UNLESS DIRECTED BY THE ENGINEER.

8. IN AREA WHERE NEW PAVEMENT OR PAYMENT WIDENING IS REQUIRED, SAW CUT OF EXISTING PAVEMENT WILL BE REQUIRED IN ACCORDANCE WITH SECTION 411 OF THE GEORGIA STANDARD SPECIFICATIONS AND WILL BE INCLUDED IN PRICE BID FOR "GRADING COMPLETE".

9. ALL ROAD SIGNS SIGNS SHALL BE RESET IF REQUIRED AND PAYMENT SHALL BE INCLUDED IN "TRAFFIC CONTROL".

10. ALL CUT AND FILL SLOPES SHALL BE STABILIZED TO COMPLY WITH SECTION 161.3.05.B OF THE SPECIFICATIONS IN ORDER TO REDUCE THE POTENTIAL FOR EROSION. IF THE SEASON DOES NOT PERMIT PERMANENT GRASSING, TEMPORARY STRAW MULCH AND/OR TEMPORARY VEGETATION SHALL BE USED AS PER THE EROSION AND SEDIMENTATION POLLUTION CONTROL PLAN (ESPCP) OR AS DIRECTED BY THE ENGINEER.

11. ALL DRIVEWAYS SHALL BE MAINTAINED DURING CONSTRUCTION. ALL DRIVEWAYS TO BE CONSTRUCTED SHALL BE REPLACED IN KIND I.E. ASPHALT FOR ASPHALT, CONCRETE FOR CONCRETE ETC. ANY OTHER DRIVEWAY MATERIAL OR SPECIALIZED DRIVEWAY WILL NOT BE REPLACED IN KIND (I.E. PAVERS) AND WILL BE REPLACED WITH ASPHALT OR CONCRETE. DRIVEWAYS SHALL BE PAVED AS FOLLOWS:

ASPHALTIC DRIVES
RESIDENTIAL- 1-1/2" ASPH. CONC. 12.5 MM SUPERPAVE, 165 LB/SY
- 6" GRADED AGGREGATE BASE
COMMERCIAL- 1-1/2" ASPH. CONC. 12.5 MM SUPERPAVE, 165 LB/SY
- 2" ASPH CONC. 19 MM SUPERPAVE, 220 LB/SY
- 8" GRADED AGGREGATE BASE

CONCRETE DRIVES
RESIDENTIAL- 6" CONCRETE VALLEY GUTTER
- 6" CONCRETE DRIVEWAY
COMMERCIAL- 8" CONCRETE VALLEY GUTTER
- 8" CONCRETE DRIVEWAY

GEORGIA 811 Utilities Protection Center, Inc
Know what's below. Call before you dig.

12. EROSION CONTROL MEASURES SHALL BE INSTALLED TO BE IN COMPLIANCE WITH THE APPROVED EROSION AND SEDIMENTATION POLLUTION CONTROL (ESPCP). EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES THAT INVOLVE ENVIRONMENTAL SENSITIVE AREAS (ESA'S) AS DEFINED UNDER SECTION 107.23.F OF THE SPECIFICATIONS AND THE ESPCP. IN GENERAL, EROSION CONTROL ITEMS SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITIES. THE INSTALLATION OF THE EROSION CONTROL ITEMS MAY BE INSTALLED CONCURRENT WITH THE START OF THE LAND DISTURBING ACTIVITIES. IF ALLOWED BY THE ESPCP.

13. SPRINKLER SYSTEMS TO BE HANDLED AS FOLLOWS: SYSTEMS WITHIN THE CONSTRUCTION LIMITS OWNED BY INDIVIDUALS OR PRIVATE COMPANIES ARE TO BE REPLACED IN-KIND IF DAMAGED. COST INCLUDED IN "GRADING COMPLETE"

14. AN N.O.I (NOTICE OF INTENT) IS NOT REQUIRED FOR THIS PROJECT.

15. ALL EXISTING STORM DRAIN PIPES INCLUDING BOX CULVERTS WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEANED PRIOR TO COMPLETION OF PROJECT. COST TO BE INCLUDED IN GRADING COMPLETE.

16. ALL EXISTING PIPE NO LONGER IN USE SHALL BE REMOVED UNLESS OTHERWISE NOTED ON PLANS OR AS DIRECTED BY THE ENGINEER. REMOVAL OF PIPE SHALL BE INCLUDED IN PRICE BID FOR "GRADING COMPLETE.

17. ANY TREES IMPACTED BY INSTALLATION OF STORM PIPE TO BE REMOVED INCLUDING STUMPS. REMOVAL OF TREES AND STUMPS INCLUDED IN THE PRICE BID FOR "GRADING COMPLETE".

# MAINTENANCE OF TRAFFIC

1. ALL ITEMS NECESSARY FOR COMPLIANCE WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE PRICE BID FOR "TRAFFIC CONTROL".

2. ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION

3. EXISTING TRAFFIC SIGNS SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION. MAINTENANCE INCLUDES REPLACING DAMAGED AND STOLEN SIGNS, AND PERIODIC CLEANING OF EXISTING SIGNS AND CONSTRUCTION RELATED TRAFFIC CONTROL DEVICES.

4. EXISTING PAVEMENT MARKINGS THAT CONFLICT AS DETERMINED BY THE ENGINEER SHALL BE OBLITERATED BY THE CONTRACTOR (BLACK OUT PAINT PROHIBITED)

5. TEMPORARY TRAFFIC BARRIERS SHALL HAVE TWO (2') FEET MINIMUM OFFSET FROM THE EDGE OF ANY TRAVEL LANE. ONLY TRAFFIC DRUMS, MEETING THE MINIMUM REQUIREMENTS OF THE MUTCD AND SECTION 150, AND TEMPORARY BARRIERS THAT ARE CRASHWORTHY SHALL BE USED ADJACENT TO TRAVEL LANES. UNLESS PRIOR APPROVAL IS GRANTED BY CITY OF WOODSTOCK. THE TEMPORARY BARRIERS CANNOT BE PLACED LESS THAN TWO (2') FEET FROM THE EDGE OF THE TRAVEL LANES. THE USE OF TYPE I AND TYPE II BARRICADES AND TRAFFIC CONES IS PROHIBITED.

6. TRAFFIC DRUMS MEETING THE MINIMUM REQUIREMENTS OF THE MUTCD AND SECTION 150 SHALL BE USED FOR CHANNELIZATION OF TRAFFIC IN ALL TRAFFIC SHIFTS. FOR ANY WORK ZONE, THE MAXIMUM DRUM SPACING, IN FEET, SHALL BE THE DESIGN OR POSTED SPEED LIMIT, WHICHEVER IS LESS. BASED ON FIELD CONDITIONS, THE MAXIMUM SPACING OF THE TRAFFIC DRUMS MAY NEED TO BE FURTHER REDUCED.

7. ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR SO AS NOT TO INTERFERE WITH SIGHT DISTANCES ALONG ANY ADJACENT SIDE ROAD OR DRIVEWAY.

8. CITY OF WOODSTOCK RESERVES THE RIGHT TO MODIFY THE MAINTENANCE OF TRAFFIC PLAN AS FIELD CONDITIONS WARRANT. IF ADDITIONAL TRAFFIC CONTROL DEVICES ARE REQUIRED, THESE SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE CITY.

9. LUMP-SUM TRAFFIC CONTROL: THE PRICE BID FOR LUMP-SUM TRAFFIC CONTROL INCLUDE THE COST OF STAGED CONSTRUCTION, MAINTENANCE OF TRAFFIC (INCLUDING AGGREGATE SURFACE COURSE), INSTALLATION AND REMOVAL OF ALL TEMPORARY SIGNAGE, INTERIM PAVEMENT MARKINGS, BARRICADES, AND OTHER INTERIM TRAFFIC CONTROL DEVICES NECESSARY FOR THE CONSTRUCTION AND MAINTENANCE OF THE PROJECT. DEVICES UTILIZED ON THE PROJECT SHALL BE IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION AND SECTION 150. ALL DEVICES, SIGNS, POSTS, BARRICADES, ETC SHALL BE FROM THE GDOT QUALIFIED PRODUCTS LIST (QPL). ALL DEVICES SHALL BE CRASHWORTHY UNDER AASHTO AND NCHRP 350 REQUIREMENTS. THE ENGINEER MAY DIRECT THAT ADDITIONAL DEVICES AND MARKINGS BE ADDED TO THE TRAFFIC CONTROL PLAN. THE COST OF NOMINAL ITEMS ADDED BY THE ENGINEER SHALL BE INCLUDED IN LUMP-SUM TRAFFIC CONTROL EXCEPT FOR THE ADDITION OF A CHANGEABLE MESSAGE SIGN(S) OR A UNIT PRICE WILL BE DETERMINED WHEN A CHANGEABLE MESSAGE SIGN(S) IS NOT INCLUDED IN THE CONTRACT.

CALCO ENGINEERING

REVISION DATES

**GENERAL NOTES**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 04-0001 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

# DETAILED ESTIMATE

| ITEM NO. | ITEM | UNIT | QUANTITY |
|---|---|---|---|
| | | | |
| | **ROADWAY ITEMS** | | |
| 150-1000 | TRAFFIC CONTROL - | LS | LUMP |
| 210-0100 | GRADING COMPLETE - | LS | LUMP |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (REINF CONC PIPE, INCL ROAD CUT REPAIR) | LF | 27 |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE PIPE, INCL DRIVEWAY CUT REPAIRS) | LF | 690 |
| 668-1100 | CATCH BASIN, GP 1 | EA | 3 |
| 668-1110 | CATCH BASIN, GP 1, ADDL DEPTH | LF | 3 |
| 668-4300 | STORM SEWER MANHOLE, TP 1 | EA | 1 |
| 668-4311 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | LF | 2 |
| 165-0010 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | LF | 270 |
| 171-0010 | TEMPORARY SILT FENCE, TYPE A | LF | 540 |
| 700-9300 | SOD | SY | 500 |
| | | | |
| | | | |

CALCO ENGINEERING

REVISION DATES
04/21/22

**DETAILED ESTIMATE**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No.
09-0001



10/23/2015 GPLN

Parks Circle
Curve° 1
PI Sta° 21+45.16
N° 1492562.0822
E° 2191675.7253
DELTA° 11°41'17.1" (LT)
D° 06°01'52.08"
T° 97.24
L° 193.80
R° 950.00
E° 4.96

N/F
ADRIENNA M &
DARRELL S WEEK
TAX ID°
15-1023-0023
DB 8198 PG 231
PB 8 PG 177

N/F
JUDITH A
DAVILA
TAX ID°
15-1023-0039
DB 10474 PG 82

N/F
JAMES S GILLIAM
IV
TAX ID°
15-1023-0054
DB 10130 PG 164
PB 8 PG 177

N/F
AMY L CASALE
TAX ID°
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

N/F
JASON G INGRAM
TAX ID°
15-1023-0025
DB 9452 PG 270
PB 8 PG 177

N/F
GREGORY A
PHILLIPS
TAX ID°
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

S 81°16'40.4" E
P.C. 20+47.93
Curve 1
N 00°49'41.5" E
Melanie Lane
N 87°02'02.6" E
P.T. 22+41.73
Parks Circle
EXIST R/W
STOP SIGN
SIDEWALK
CONCRETE DRIVEWAY
HEDGE LINE
DDI
NO ACCESS
TOP=962.22
BOTTOM=959.44
REMOVE 24" CMP
RIPRAP
LANDSCAPE
DEAD END SIGN
WOOD FENCE
SILT FENCE, TP A
CP G-1
CP G-2
A-1
A-2
A-3
A-4
Sd1-NS
SN-1-PS
18"

20+00
21+00
22+00
23+00
10+00
11+00
12+00
13+00
14+00

ALL DRIVEWAYS IMPACTED TO BE REPLACED FROM BACK OF CURB TO BACK OF STORM DRAIN TRENCH. COST INCLUDED IN PRICE OF STORM DRAIN PIPE.

MATCH LINE - STA 23+00
SEE SHEET 13-0002

CONTROL POINTS

| POINT NO. | NORTHING | EASTING | ELEVATION | LOCATION | |
|---|---|---|---|---|---|
| CP G-1 | 1492593.35 | 2191675.97 | 962.60' | MELANIE LN | STA. 10+25.47 18.11' RT. |
| CP G-2 | 1492967.44 | 2191680.13 | 966.55' | MELANIE LN | STA. 13+99.57 16.87' RT. |

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

**CONSTRUCTION PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 13-0001 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

10/23/2015 GPLN

ALL DRIVEWAYS IMPACTED TO BE REPLACED FROM BACK OF CURB TO BACK OF STORM DRAIN TRENCH. COST INCLUDED IN PRICE OF STORM DRAIN PIPE.

REMOVE 2 OAK TREES AND 2 CREPE MYRTLES IF ROOT ZONES IMPACTED. COST INCLUDED IN GRADING COMPLETE.

N/F
AMY L CASALE
TAX ID#
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

N/F
LARRY L GRIFFIN
TAX ID#
15-1023-0048
DB 10564 PG 483
PB 8 PG 177

N/F
MELANIE GRIFFIN
TAX ID#
15-1023-0047
DB 13471 PG 489
PB 8 PG 177

N/F
CARANAM LLC
TAX ID#
15-1023-0046
DB 13430 PG 17
PB 8 PG 177

N/F
SRP SUB LLC
TAX ID#
15-1023-0027
DB 14183 PG 1260
PB 8 PG 177

23+00 | 24+00 | 25+00 | 26+00 | 27+00

MATCH LINE - STA 23+00
SEE SHEET 13-0001

SILT FENCE, TP A

10"OAK | 20"OAK | 18"OAK | CREPE MYRTLE | CONCRETE DRIVEWAY | LANDSCAPE | BLOCK WALL | SHRUB | CROSSTIE STAIRCASE

Sd1-NS | EXIST R/W | 18" | A-5 | A-6 | A-7

CB TOP=929.77 OUT=923.47
CB TOP=928.20 IN=921.95 OUT=921.77
30" CMP

N 87°02'02.6" E
Parks Circle

CP G-3

N/F
GREGORY A PHILLIPS
TAX ID#
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

N/F
TIMOTHY E SULLIVAN
TAX ID#
15-1023-0014
DB 1962 PG 131
PB 8 PG 177

N/F
RICHARD DOBBS
TAX ID#
15-1023-0055
DB 10292 PG 201
PB 8 PG 177

N/F
JOHN D REINHARD
TAX ID#
15-1023-0056
DB 960 PG 235
PB 8 PG 177

N/F
MICHAEL BRANDON BIEHL
TAX ID#
15-1023-0028
DB 12903 PG 232
PB 8 PG 177

N/F
SHERI L BOYE
TAX ID#
15-1023-0021
DB 5417 PG 100
PB 8 PG 177

CONTROL POINTS

| POINT NO. | NORTHING | EASTING | ELEVATION | LOCATION | |
|---|---|---|---|---|---|
| CP G-3 | 1492561.71 | 2191972.94 | 941.86' | MELANIE LN | STA 24+41.28 15.75' RT. |

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

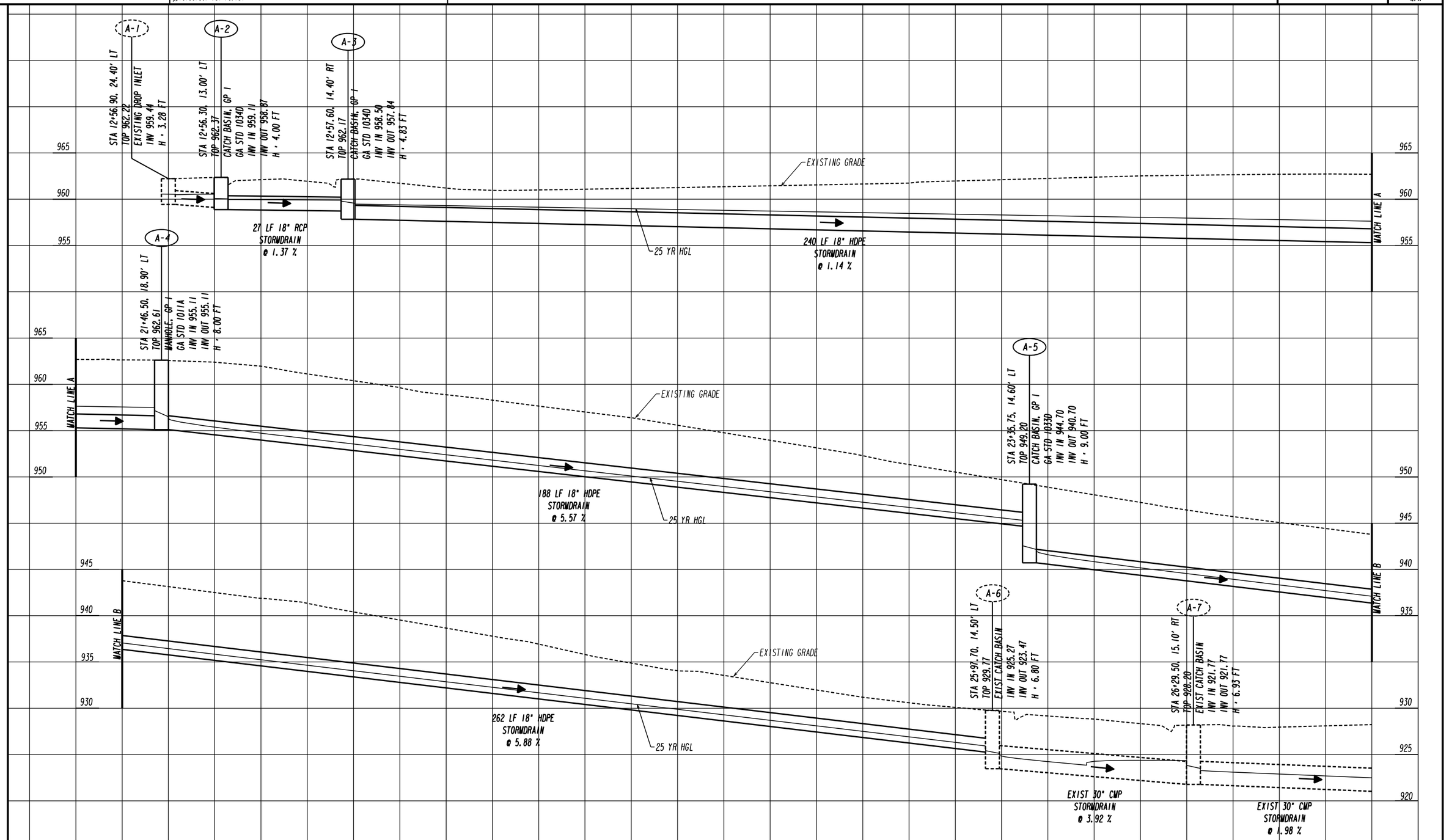
SCALE IN FEET
0 20 40 80

REVISION DATES

**CONSTRUCTION PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | DATE: | DRAWING No. |
|---|---|---|---|
| CHECKED: | | | 13-0002 |
| BACKCHECKED: | | DATE: | |
| CORRECTED: | | DATE: | |
| VERIFIED: | | DATE: | |

10/23/2015 GPLN




CALCO ENGINEERING

HORIZ. SCALE IN FEET 0 10 20

VERT. SCALE IN FEET 0 5 10

REVISION DATES

**DRAINAGE PROFILES**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | |
|---|---|---|---|
| CHECKED: | | DATE: | |
| BACKCHECKED: | | DATE: | |
| CORRECTED: | | DATE: | |
| VERIFIED: | | DATE: | |

DRAWING No. 22-0001

| | EXISTING | TO BE REMOVED | PROPOSED | TYPE OF UTILITY |
|---|---|---|---|---|
| OVERHEAD | E | E | E | ELECTRIC |
| | E-T | E-T | E-T | ELECTRIC, TELECOMMUNICATION |
| | E-TV | E-TV | E-TV | ELECTRIC, CABLE TV |
| | E-TC | E-TC | E-TC | ELECTRIC TRAFFIC CONTROL |
| | E-T-TV | E-T-TV | E-T-TV | ELECTRIC, TELECOMMUNICATIONS, CABLE TV |
| | E-T-TV-TC | E-T-TV-TC | E-T-TV-TC | ELECTRIC, TELECOMMUNICATIONS, CABLE TV, TRAFFIC CONTROL |
| | E-TV-TC | E-TV-TC | E-TV-TC | ELECTRIC, CABLE TV, TRAFFIC CONTROL |
| | E-T-TC | E-T-TC | E-T-TC | ELECTRIC, TELECOMMUNICATIONS, TRAFFIC CONTROL |
| | GW | GW | GW | GUY WIRE |
| | T | T | T | TELECOMMUNICATIONS |
| | T-TC | T-TC | T-TC | TELECOMMUNICATIONS, TRAFFIC CONTROL |
| | T-TV-TC | T-TV-TC | T-TV-TC | TELECOMMUNICATIONS, CABLE TV, TRAFFIC CONTROL |
| | T-TV | T-TV | T-TV | TELECOMMUNICATIONS, CABLE TV |
| | TV | TV | TV | CABLE TV |
| | TV-TC | TV-TC | TV-TC | CABLE TV, TRAFFIC CONTROL |
| | | | | TRAFFIC CONTROL |
| UNDERGROUND | E | E | E | ELECTRIC (QL-D) |
| | E(C) | E(C) | | ELECTRIC (QL-C) |
| | E(B) | E(B) | | ELECTRIC (QL-B) |
| | T | T | T | TELECOMMUNICATIONS (QL-D) |
| | T(C) | T(C) | | TELECOMMUNICATIONS (QL-C) |
| | T(B) | T(B) | | TELECOMMUNICATIONS (QL-B) |
| | TV | TV | TV | CABLE TV (QL-D) |
| | TV(C) | TV(C) | | CABLE TV (QL-C) |
| | TV(B) | TV(B) | | CABLE TV (QL-B) |
| | W | W | W | WATER (QL-D) |
| | W(C) | W(C) | | WATER (QL-C) |
| | W(B) | W(B) | | WATER (QL-B) |
| | **W | **W | **W | WATER FOR LABELED PIPE SIZES (QL-D) |
| | **W(C) | **W(C) | | WATER FOR LABELED PIPE SIZES (QL-C) |
| | **W(B) | **W(B) | | WATER FOR LABELED PIPE SIZES (QL-B) |
| | NW | NW | NW | NON-POTABLE WATER (QL-D) |
| | NW(C) | NW(C) | | NON-POTABLE WATER (QL-C) |
| | NW(B) | NW(B) | | NON-POTABLE WATER (QL-B) |
| | **NW | **NW | **NW | NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-D) |
| | **NW(C) | **NW(C) | | NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-C) |
| | **NW(B) | **NW(B) | | NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-B) |
| | STM | STM | STM | STEAM (QL-D) |
| | STM(C) | STM(C) | | STEAM (QL-C) |
| | STM(B) | STM(B) | | STEAM (QL-B) |
| | **STM | **STM | **STM | STEAM FOR LABELED PIPE SIZES (QL-D) |
| | **STM(C) | **STM(C) | | STEAM FOR LABELED PIPE SIZES (QL-C) |
| | **STM(B) | **STM(B) | | STEAM FOR LABELED PIPE SIZES (QL-B) |
| | SS | SS | SS | SANITARY SEWER WITH FLOW DIRECTION (QL-D) |
| | SS(C) | SS(C) | | SANITARY SEWER WITH FLOW DIRECTION (QL-C) |
| | SS(B) | SS(B) | | SANITARY SEWER WITH FLOW DIRECTION (QL-B) |
| | Σ**SS | Σ**SS | Σ**SS | SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-D) |
| | Σ**SS(C) | Σ**SS(C) | | SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-C) |
| | Σ**SS(B) | Σ**SS(B) | | SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-B) |
| | SFM | SFM | SFM | SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-D) |
| | SFM(C) | SFM(C) | | SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-C) |
| | SFM(B) | SFM(B) | | SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-B) |
| | G | G | G | GAS (QL-D) |
| | G(C) | G(C) | | GAS (QL-C) |
| | G(B) | G(B) | | GAS (QL-B) |
| | **G | **G | **G | GAS FOR LABELED PIPE SIZES (QL-D) |
| | **G(C) | **G(C) | | GAS FOR LABELED PIPE SIZES (QL-C) |
| | **G(B) | **G(B) | | GAS FOR LABELED PIPE SIZES (QL-B) |
| | P | P | P | PETROLEUM (QL-D) |
| | P(C) | P(C) | | PETROLEUM (QL-C) |
| | P(B) | P(B) | | PETROLEUM (QL-B) |
| | **P | **P | **P | PETROLEUM FOR LABELED PIPE SIZES (QL-D) |
| | **P(C) | **P(C) | | PETROLEUM FOR LABELED PIPE SIZES (QL-C) |
| | **P(B) | **P(B) | | PETROLEUM FOR LABELED PIPE SIZES (QL-B) |
| | TC | TC | TC | TRAFFIC CONTROL (QL-D) |
| | TC(C) | TC(C) | | TRAFFIC CONTROL (QL-C) |
| | TC(B) | TC(B) | | TRAFFIC CONTROL (QL-B) |
| | UNK(B) | UNK(B) | | UNKNOWN UTILITY FOUND IN SUE INVESTIGATION (QL-B) |

| EXISTING | PROPOSED | TEMPORARY | |
|---|---|---|---|
| E | E | E | ELECTRIC MANHOLE |
| H | H | H | HAND HOLE |
| E | E | E | TRANSFORMER |
| E | E | E | ELECTRIC METER |
| | | | UTILITY POLE/GUY POLE |
| | | | LIGHT POLE |
| | | | GUY ANCHOR |
| E | E | E | ELECTRIC BOX |
| M | M | M | MARKER |
| T | T | T | TELECOMMUNICATIONS MANHOLE |
| T | T | T | TELECOMMUNICATIONS PEDESTAL |
| X | X | X | SPLICE BOX |
| SLC | SLC | SLC | SUBCRIBER LOOP CARRIER (aka "SLICK") |
| | | | CABINET |
| | | | PHONE BOOTH |
| | | | CABLE TV PEDESTAL |
| TV | TV | TV | CABLE TV MANHOLE |
| W | W | W | WATER VALVE |
| W | W | W | WATER METER |
| W | W | W | WATER MANHOLE |
| | | | FIRE HYDRANT ASSEMBLY, 6" DIP (INCLUDES ASSOCIATED VALVE) |
| BFP | BFP | BFP | BACKFLOW PREVENTER |
| PIV | PIV | PIV | PRESSURE INDICATOR VALVE |
| ARV | ARV | ARV | AIR RELEASE VALVE |
| W | W | W | WELL |
| W | W | W | WATER VAULT |

| EXISTING | PROPOSED | TEMPORARY | |
|---|---|---|---|
| W | W | W | WATER VALVE MARKER |
| | | | STAND PIPE |
| | | | CLEANOUT |
| SS | SS | SS | SANITARY SEWER MANHOLE |
| ARV | ARV | ARV | AIR RELEASE VALVE |
| GT | GT | GT | GREASE TRAP |
| S | S | S | SANITARY SEWER FORCE MAIN VALVE |
| | | | VENT |
| G | G | G | GAS VALVE |
| G | G | G | GAS METER |
| G | G | G | GAS MANHOLE |
| GPR | GPR | GPR | GAS PRESSURE REGULATOR |
| G | G | G | GAS VAULT |
| GTS | GTS | GTS | GAS TEST STATION |
| P | P | P | PETROLEUM VALVE |
| TC | | | TRAFFIC CONTROL MANHOLE |
| | | | TRAFFIC CONTROL PEDESTRIAN SIGNAL |

MISC.

LOS — LIMITS OF OVERHEAD AND SUBSURFACE UTILITY INVESTIGATION

TH — TEST HOLE (QL-A ONLY)

EOI — END OF INFORMATION

QUALITY LEVEL (QL) DELINEATION

123 — POLE ID

A01 — SANITARY SEWER MANHOLE (SSMH) ID

C123 — CONFLICT LOCATION ID

CALCO ENGINEERING

REVISION DATES

**UTILITY PLANS**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 24-0000 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

N/F
ADRIENNA M &
DARRELL S WEEK
TAX ID#
15-1023-0023
DB 8198 PG 231
PB 8 PG 177

N/F
JUDITH A
DAVILA
TAX ID#
15-1023-0039
DB 10474 PG 82

N/F
JAMES S GILLIAM
IV
TAX ID#
15-1023-0054
DB 10130 PG 164
PB 8 PG 177

N/F
AMY L CASALE
TAX ID#
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

N/F
JASON G INGRAM
TAX ID#
15-1023-0025
DB 9452 PG 270
PB 8 PG 177

N/F
GREGORY A
PHILLIPS
TAX ID#
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

20+00 | 10+00 | 11+00 | 12+00 | 13+00 | 14+00 | 21+00 | 22+00 | 23+00

EXIST R/W | Melanie Lane | Parks Circle | SIDEWALK | CONCRETE DRIVEWAY | HEDGE LINE | DDI NO ACCESS TOP=962.22 BOTTOM=959.44 | STOP SIGN | LANDSCAPE | WOOD FENCE | RIPRAP | 24" CMP | 18" | A-1 | A-2 | A-3

MATCH LINE - STA 23+00
SEE SHEET 24-0002

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

**UTILITY PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No. 24-0001

N/F
LARRY L GRIFFIN
TAX ID#
15-1023-0048
DB 10564 PG 483
PB 8 PG 177

N/F
MELANIE GRIFFIN
TAX ID#
15-1023-0047
DB 13471 PG 489
PB 8 PG 177

N/F
CARANAM LLC
TAX ID#
15-1023-0046
DB 13430 PG 17
PB 8 PG 177

N/F
SRP SUB LLC
TAX ID#
15-1023-0027
DB 14183 PG 1260
PB 8 PG 177

N/F
AMY L CASALE
TAX ID#
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

23+00
24+00
25+00
26+00
27+00

MATCH LINE - STA 23+00
SEE SHEET 24-0001

EXIST R/W
Parks Circle
A-5
A-6
A-7
10"OAK
20"OAK
18"OAK
CREPE MYRTLE
SHRUB
CONCRETE DRIVEWAY
LANDSCAPE
BLOCK WALL
CROSSTIE STAIRCASE
30" CMP
CB
IN=929.27
OUT=923.47
CB
IN=928.20
IN=921.95
OUT=921.77

N/F
GREGORY A
PHILLIPS
TAX ID#
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

N/F
TIMOTHY E
SULLIVAN
TAX ID#
15-1023-0014
DB 1962 PG 131
PB 8 PG 177

N/F
RICHARD DOBBS
TAX ID#
15-1023-0055
DB 10292 PG 201
PB 8 PG 177

N/F
JOHN D REINHARD
TAX ID#
15-1023-0056
DB 960 PG 235
PB 8 PG 177

N/F
MICHAEL BRANDON
BIEHL
TAX ID#
15-1023-0028
DB 12903 PG 232
PB 8 PG 177

N/F
SHERI L BOYE
TAX ID#
15-1023-0021
DB 5417 PG 100
PB 8 PG 177

N

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

**UTILITY PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No. 24-0002

**EXHIBIT E**

**CERTIFICATION BY CONTRACTOR REGARDING NON-SEGREGATED FACILITIES**

The **CONTRACTOR** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race.

The **CONTRACTOR** agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **CONTRACTOR** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

_____

Contractor

_____

Signature

_____

Printed Name and Title of Signer

_____

Date

**EXHIBIT F**

**DRUG FREE WORKPLACE CERTIFICATION**

CONTRACTOR certifies that they are a drug free workplace as described below and will maintain compliance with such for the duration of the agreement.

In order to have a drug-free workplace, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities of contractual services that are under proposal a copy of the statement specified in the subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ _____

Contractor Authorized Representative Signature

_____

Date

**EXHIBIT G**
**NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

**State of** _____

**County of** _____

_____, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **CONTRACTOR** that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said **CONTRACTOR** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against The City of Woodstock, Georgia or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **CONTRACTOR** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Name _____

Title _____

Subscribed and Sworn to before me this ____ day of_____, 20 _____.

_____ (SEAL)

_____
Title

My Commission expires_____
Date

**EXHIBIT H**

**CONTRACTOR'S SUBMITTED PROPOSAL**

See following page.

CITY OF
# WOODSTOCK
GEORGIA

12453 Highway 92, Woodstock, GA 30188
770-592-6000 · www.woodstockga.gov

# REQUEST FOR BIDS
# For
# MELANIE LANE DRAINAGE IMPROVEMENTS

## RFB NUMBER
## 2024 – 05

**RELEASED:**

**August 17th, 2023**

**DUE:**

**September 19, 2023 10:00 A.M. EST**

For all questions about this RFB contact:

Martyn Detz
Purchasing Coordinator
770-592-6000 Ext 1205
https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration

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## 1.0 PURPOSE OF SOLICITATION

### 1.1 Purpose of Bid

The City of Woodstock, Georgia, herein referred to as the City, is accepting bids from qualified contractors for the purpose of installing stormwater infrastructure for the area at Washington Avenue & Arnold Mill Road, as well as concrete curb & gutter, one driveway apron, sidewalk and asphalt repairs, hereinafter referred to as the "Project".

### 1.2 RFB Submission

Interested parties must submit proposals electronically through Vendor Registry to the City of Woodstock, Georgia by the due date for their proposals to be considered. Vendor Registry can be found directly at https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration or by visiting the City of Woodstock's website.

Fax and e-mail responses are not acceptable.

**Responses to this RFB will be accepted until 10:00 a.m. (EST) on September 19, 2023 through Vendor Registry.**

The City of Woodstock, Georgia reserves the right to reject any and all responses resulting from this RFB. Late responses will not be accepted. If company response is sent or routed to City offices, the submission requirement has not been met and any such response will not be evaluated and will be disqualified from consideration.

### 1.3 Schedule Overview

This Request for Bids is scheduled as follows:

| | |
|---|---|
| August 17, 2023 | Release of RFB |
| September 11, 2023, 5:00 P.M. | Question Deadline |
| September 19, 2023, 10:00 A.M. | Bids Due Date |
| September 19, 2023, 10:01 A.M. | Public Opening |
| October 2023 | RFB and Contract Award |

### 1.4 RFB Costs

All costs incurred in the preparation and presentation of responses to the RFB shall be completely absorbed by the RFB respondent. All documents submitted as part of the RFB will become property of the City. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

## 1.5 RFB Questions/Communications

All questions about this RFB and submission requirements must be submitted in writing through Vendor Registry. The City's representative listed in this section will serve as the primary contact for this RFB.

**Martyn Detz**
**Purchasing Coordinator**
**12453 Highway 92**
**Woodstock, Georgia 30188**
**770-592-6000 ext. 1205**
https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration

Any unauthorized contact shall not be responded to and may result in the disqualification of the responder's submittal. Answers to questions submitted via Vendor Registry will be communicated to respondents via Vendor Registry.

Communications by companies, its agents, employees, and/or representatives regarding its bids or intention to submit a bid in response to this RFB with any employee, agent, or representative of the City of Woodstock, other than the representative listed in Section 1.5, may be considered inappropriate communications.

If any such inappropriate communications are deemed to hinder, influence and/or alter the competitive bid process, the City, in an effort to ensure a fair and equitable review and selection process, reserves the right to decline consideration of the offender's sealed bid.

## 1.6 RFB Amendments

It is the responsibility of respondents to check Vendor Registry or the Georgia Procurement Registry for RFB information and addendums.

## 1.7 Non-Collusion Affidavit

By submitting a bid, the respondent represents and warrants that no official or employee of the City has an interest, directly or indirectly, in the bid or in the final contract award. The respondent further understands bids will be rejected if there is any evidence of collusion with another respondent.

Respondent certifies that this qualification, offer, or bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a qualification, offer, or bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Respondent understands collusive bidding is a violation of state and

federal law and can result in fines, prison sentences, and civil damage awards. Respondent agrees to abide by all conditions of this qualification, offer, or bid.

Furthermore, the respondent certifies that the firm has not divulged to, discussed or compared his bid with other respondents and has not colluded with any other respondent or parties to this bid whatsoever. Also, respondent certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other respondent or with any competitor;

- Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the respondent and shall not knowingly be disclosed by the respondent prior to the scheduled opening directly or indirectly to any other respondent or to any competitor;

- No attempt has been made or shall be made by the qualifier to induce any other person or firm to submit a bid for the purpose of restricting competition;

- The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and

- No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business

### 1.8 Compliance with Laws

Respondents agree to be bound by applicable Federal, State and Local laws, regulations and directives.

### 1.9 Bid & Award Basis

The City reserves the right to accept or reject any and all bids or any or parts of a bid wherein its judgment, it will be in the best interest of the City; waive any technicalities/informalities in the RFB document and bid process; and to qualify and award any or all of this contract in any manner in which the City, acting in the sole and exclusive exercise of its discretion, deems to be in the City's best interest. If no acceptable bid is received, the City also reserves the right to re-solicit bids, at its sole discretion.

## 1.10 Required Bonds and Insurance

No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.

All bids must be accompanied by a certified check or bid bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon the award of this RFB, the contractor shall provide the City with:

- A 100% project value performance and payment bonds pursuant to O.C.G.A. § 36-91-70 and 90.
- Worker's Compensation – Statutory (for the State of Georgia and the State of domicile of the Contractor).
- Manufacturers' and Contractor's Liability, covering operations performed by or for the Contractor, with limits of not less than Bodily Injury – $500,000/$1,000,000. Property Damage - $500,000.
- Contractor Liability, covering liability of others assumed by the Contractor elsewhere in the contract under "Hold Harmless" Agreements or similar assumptions of liability.

Evidence of required bonds and insurance shall be presented prior to the execution of the Contract. The Bonding Company must be licensed to do business in the State of Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety of Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-, Class VI or Higher. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to the City of Woodstock, Georgia.

## 1.11 Time of Completion and Liquidated Damages

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within ninety (90) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of $250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the Contract for completing work.

### 1.12 Taxes, Fees, Code Compliance and Licensing

The firm shall be responsible for the payment of any required taxes or fees associated with the execution of this contract. The firm shall also be responsible for compliance with all applicable codes and statutes.

### 1.13 References and Proprietary Information

Submission of a bid authorizes the City to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the City. Any proprietary information that the respondent does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by the City solely for the purpose of evaluation and contract negotiations only.

### 1.14 Illegal Immigration Reform and Enforcement Act of 2011

By providing a qualification or bid, qualifier/bidder certifies that he/she is in compliance with O.C.G.A. § 13-10-90 and 91, et seq. No qualification or bid will be considered by the City unless it is accompanied with a signed, notarized affidavit (**EXHIBIT B**) from the qualifier/bidder attesting to the following:

a) The affiant has registered with and is authorized to use and uses the federal work authorization program

b) The user identification number and date of authorization for the affiant; and

c) The affiant will continue to use the federal work authorization program throughout the contract period; and

The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required in subparagraphs (a), (b) and (c) of this paragraph.

### 1.15 Anti-Boycott of Israel

By signing and submitting this bid and pursuant to O.C.G.A. § 50-5-85, respondent/bidder certifies that it is not currently engaged in, and agrees that for the duration of this agreement, it will not engage in a boycott of Israel.

## 2.0 SCOPE OF WORK

### 2.1 Type of Good/Service and Objectives:

The City of Woodstock, Georgia, herein referred to as the City, is accepting bids from qualified contractors for the purpose of installing stormwater infrastructure for the area at Washington Avenue & Arnold Mill Road, as well as concrete curb & gutter, one driveway apron, sidewalk and asphalt repairs, hereinafter referred to as the "Project".

The contractor shall be responsible for furnishing all materials, labor, and equipment. For a full list of quantities see the itemized pricing sheet in **Exhibit D**. For more details see the site plans in **Exhibit E**.

Goods and services shall meet or exceed the following guidelines:

- 27 LF of storm drain pipe (reinf conc pipe, including road cut repair)
- 690 LF of storm drain pipe (HDPE pipe, incl driveway cut repairs)
- Three (3) catch basins
- One (1) sewer man hole
- Traffic control, one lane to remain open at all times
- Work hours are from 8 am to 3:30 pm Monday through Friday

## 2.2 Project General Notes

See **Exhibit E** engineer drawing for full details on the project general notes and maintenance of traffic guidelines.

## 2.3 Brand Name

Unless otherwise specified, the items in this bid have been identified, described, and referenced by a brand name or trade name/mark that is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that may be offered.

Other products may be considered for award if such products are clearly identified in the bid and are determined by the City to meet its needs in all respects. It shall be the responsibility of the bidder(s), including the bidder whose product is referenced, to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

However, the City may elect to purchase brand name products or services when the goods comprise a major brand system, program, or service previously selected by the City and due to operation effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufactures, etc.

Any information provided should be properly labeled. The City reserves the right to request product demonstrations and/or samples from any bidders prior to bid award. Failure to provide the requested data or product demonstrations and/or samples may be considered valid justification for rejection of bid.

## 2.4 Delivery Time

This is a time sensitive project. All work must be completed within 90 days after a notice to proceed has been issued, pending any unnatural weather occurrence.

The contractor shall coordinate construction dates and times with the City of Woodstock,

Georgia Public Works Director.

Available work hours shall be in accordance with City ordinance; Shall conform to federal, state and local requirements and regulations.

### 2.5 Award and Pricing Information

The City intends to award to a single Contractor. The City may award the entire project or portions of the project to a single Contractor.

Pricing should be itemized for the project. **The Bid Proposal Form and Itemized Pricing Sheet in Exhibit D must be completed and returned with bid submittal.**

Pricing shall be valid for a period of 60 days after submission date.

The Contract will be awarded to the lowest, responsive, responsible Bidder as determined by the review committee and as approved by City Council.

### 2.6 Payment to Contractor and Retainage

All work must be approved prior to the release of payment.

The Contractor shall submit a progress payment request after thirty (30) days for the completed work. The City shall make a progress payment to the Contractor on the basis of a duly certified and approved progress payment for the work performed during the thirty (30) days under this contract, but to insure the proper performance of this Contract, the City shall retain five percent (5%) of the amount of each pay app as retainage if such work is satisfactory and completed on schedule as determined with the City.

## 3.0 BID FORMAT

1. Exhibit A: Contractor Information Sheet - If the firm has branch offices, state the office that will have management responsibility for the work to be carried out.
2. Completed Exhibit B: E-Verify Affidavit with Instructions.
3. Pricing should be itemized as specified on the pricing sheet for the City in Exhibit D. **The Bid Proposal Form and Itemized Pricing Sheet must be completed and returned with bid submittal.**
4. A copy of the firm's Public Liability Insurance, Workers' Compensation and Commercial General Liability Insurance.
5. Annotated list of references (with addresses and telephone numbers).
6. Copy of Georgia Business License
7. Bid bonds (5% of total bid amount)
    a. 100% project value performance and payment bond (pending contract award)

A clear, concise bid in the specified bid format is requested with all the necessary information included. Responses to this RFB will be accepted until **10:00 a.m. (EST) on September 19, 2023**

through Vendor Registry. Bids will be publicly opened and read aloud virtually via GoTo Meetings on September 19, 2023, 10:01 A.M.

## 4.0 OTHER ITEMS

### 4.1 Terms and Conditions

1. The City of Woodstock, Georgia hereby requests bids for the goods and services inclusive of the services requested in the RFB.

2. City of Woodstock, Georgia reserves the right to evaluate the firm's bids. Only those firms who, in the opinion of the City, meet the minimum necessary bids will have their price and contract/agreement evaluated.

3. All bids, fee schedules and other documents furnished to the City of Woodstock, Georgia are subject to the Georgia Open Records Act.

4. Termination: The contract will be subject to the terms and conditions included in the Service Agreement. The City of Woodstock, Georgia reserves the right to cancel the agreement with cause, due to nonperformance and/or violation of contract terms.

5. The City shall be notified of business name change(s) in writing within thirty (30) days of changes.

6. The City shall be notified and approve of key personnel change(s) in writing prior to any changes.

### 4.2 Rejection of Bids/Cancellation of RFB

The City of Woodstock, Georgia reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City.

It is also within the right of the City to reject bids **that do not contain all elements and information requested in this document.** The City reserves the right to cancel this RFB at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

### 4.3 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a written request to the City representative listed in Section 1.5. A request to withdraw a bid must be signed by an authorized individual of the submitting company.

## 4.4 Miscellaneous

This RFB and any agreements related thereto must comply, inter alia, with all City laws and charters and are subject to all requisite City approvals including, but not limited to, City Management and City Council.

The City reserves the right to release modifications to this RFB or supplements to it from time to time. Firms are responsible for periodically checking Vendor Registry or the Georgia Procurement Registry for such modifications or supplements.

*This Section Intentionally Left Blank*

## EXHIBIT A CONTRACTOR INFORMATION FORM

See following page.

City of Woodstock

# CONTRACTOR INFORMATION

Firm Name: **DAF Concrete, Inc.**

Contact Person: **Antonio Sanchez**

Firm Address: **9160 Turner Road, Jonesboro, GA, 30236**

Phone: **(770) 629-4036**

Fax: **(678) 545 -6218**

Email: **daf_concrete_inc@yahoo.com**

With this packet, please also provide a W-9 and Certificate of Insurance for the company/firm.

Antonio Sanchez

Signature – Authorized Officer or Agent

**9/18/2023**

Date

| RFB 2024 - 05 - MELANIE LANE DRAINAGE IMPROVEMENTS | | | | TOTAL | $ $150,735.00 |
|---|---|---|---|---|---|
| Vendor: | DAF Concrete, Inc. | | | | |
| Signature: | | | | | |
| **Item** | **Description** | **Unit** | **Qty.** | **Unit Price** | **Amount** |
| | **Washington Ave at Arnold Mill road** | | | | |
| 150-1000 | TRAFFIC CONTROL | LS | LUMP | $10,000.00 | $ **$10,000.00** |
| 210-0100 | GRADING COMPLETE | LS | LUMP | $30,000.00 | $ **$30,000.00** |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (REINF CONC PIPE, INCL ROAD CUT REPAIR) | LF | 27 | $300.00 | $ **$8,100.00** |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE PIPE, INCL DRIVEWAY CUT REPAIRS) | LF | 690 | $120.00 | $ **$82,800.00** |
| 668-1100 | CATCH BASIN, GP 1 | EA | 3 | $2,000.00 | $ **$6,000.00.** |
| 668-1110 | CATCH BASIN, GP 1, ADDL DEPTH | LF | 3 | $200.00 | $ **$600.00** |
| 668-4600 | STORM SEWER MANHOLE, TP 1 | EA | 1 | $2,500.00 | $ **$2,500.00** |
| 668-4311 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | LF | 2 | $200.00 | $ **$400.00** |
| 165-0010 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | LF | 270 | $3.50 | $ **$945.00** |
| 171-0010 | TEMPORARY SILT FENCE, TYPE A | LF | 540 | $3.50 | $ **$1,890.00** |
| 700-9300 | SOD | SY | 500 | $15.00 | $ **$7,500.00** |
| | | | | TOTAL | $ **$150,735.00** |

Liberty Mutual SURETY

Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

# The Ohio Casualty Insurance Company

## BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, DAF Concrete, Inc.

of 212 Hicks Drive, Marietta, GA 30060

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its principal office in the City of Boston, Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Woodstock

of 12453 Hwy 92, Woodstock, GA 30188

(hereinafter called the Obligee) in the penal sum of Five Percent of Bid Amount

Dollars 5% of Bid Amount lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated September 19, 2023 for Melanie Lane Drainage Improvements

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue.

Signed, sealed and dated: September 19, 2023

DAF Concrete, Inc.
Principal

By: Antonio Sanchez

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: _____
Keith Griffin (Attorney-in-fact)

BID-0020191
LMS-20865e 11/17

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

The Ohio Casualty Insurance Company

# POWER OF ATTORNEY

Principal: DAF Concrete, Inc.
Agency Name: GRIFFIN INSURANCE AGENCY LLC Bond Number: BID-0020191
Obligee: City of Woodstock
Bid Bond Amount: ( 5% of Bid Amount ) Five Percent of Bid Amount

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Keith Griffin** in the city and state of **STOCKBRIDGE, GA,** each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.

The Ohio Casualty Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Company this 19th day of September, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

eBonding_POA

## EXHIBIT B E-VERIFY AFFIDAVIT WITH INSTRUCTIONS

See following page(s).

## City of Woodstock

### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Woodstock, Georgia (the "City") has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontract who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

**390540**
Federal Work Authorization User Identification Number

**2/16/2012**
Date of Authorization

**DAF Concrete, Inc.**
Name of Contractor

RFB 2024-05 Melanie Lane Drainage Improvements
Name of Project

City of Woodstock, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on **September**, 202**3** in **Jonesboro** (city), **GA** (state).

Antonio Sanchez
Signature of Authorized Officer or Agent

**Antonio Sanchez - President**
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this the 19 day of September, 2023,

Audrey Clyde
Notary Public

May 9th 2025
My Commission Expires

AUDREY CLYDE NOTARY PUBLIC HENRY COUNTY, GEORGIA

## EXHIBIT C BID PROPOSAL FORM

Proposal of **DAF Concrete, Inc.** (hereinafter called "Bidder") a contractor organized and existing under the laws of the State of **Georgia**, * an individual, a corporation, or a partnership doing business as **Corporation**.

TO: City of Woodstock, Georgia (Hereinafter referred to as "City")

The Bidder, in compliance with your invitation for bids for the work as described in Section 2.0 of

**RFB 2024 – 05**
**MELANIE LANE DRAINAGE IMPROVEMENTS**

having examined the scope of work with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the scope of work of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated in the bid submission. These prices are to cover all expenses incurred in performing the work required under this Contract, of which this bid is a part.

Amount shall be shown in figures. The prices in the bid submittal shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the project as stated in the contract.

**Total Price: $** 150,735.00

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the Project within NINETY (90) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of $250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the contract for completing the work.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder declares that he understands that the quantities shown on the bid are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

**Antonio Sanchez - President - 212 Hicks Drive, Marietta, Ga, 30060**

The **19th** day of **September**, 20**23**.

Signature: ANTONIO SANCHEZ

Printed: **Antonio Sanchez**

Title: **President**



# DAF Concrete

*Reliability is our promise!*

9160 Turner Rd Jonesboro, GA, 30236
P: 770.629-4036 Cell: 404.433.8824

## OBJECTIVE

DAF Concrete Inc. has been in business since 2003. We have grown from doing residential foundation to working with counties repairing, removing, and installing driveways, sidewalks, storm drains etc. DAF also lays Asphalt for roadways and parking lots. We are known for getting the job done with the best quality and professionalism.

**SKILLS & ABILITIES** - Concrete Estimator -Concrete Finishing - Asphalt repairs - Repair, Remove and install of Storm drains, Catch Basin Tops, Sidewalks, Curbing, Driveways, etc. - Brick Pavers - Stone and Brick Masonry - Concrete Retaining Wall - Concrete Covers

## Contacts

Antonio Sanchez – President (404) 433-8824
Osvaldo Sanchez – Project Manager (404) 395-8464
Audrey Clyde – Secretary (470) 651-8151

| Office Physical Address | Mailing/Remittance Address |
|---|---|
| 9160 Turner Road<br>Jonesboro, GA, 30236 | 212 Hicks Drive<br>Marietta, GA, 30060 |

Office #: (770) 629-4036
Fax #: (678) 545-6218
Email: daf_concrete_inc@yahoo.com
Website: www.dafconcreteinc.com
EIN # 30-0217601

## EXPERIENCE

### YR 2023

- Juliette Road Sidewalk Improvements, ***City of Tucker***, Marvin Hines – (470) 585-3472
- Brooks Road Sidewalk Improvements, ***Gwinnett County (BL076-20),*** Rich Schoeck – (678) 315-3554

## YR 2022

- Sidewalk & Roadways, **Annual Contract w/ Dekalb County**,
- On Call Concrete & Retainer Walls. **Annual Contract w/ Dekalb County,** Jeff Reid – (404) 974-3046
- Traffic Calming Maintenance, **Annual Contract w/ Dekalb County,** Garrett Bell – (404)297-4583
- Cooledge Road Sidewalk Improvements***, City of Tucker***, Jack Smith – (404) 990-2486
- Hugh Howell Multi-Use Trail Improvements***, City of Tucker***, Jack Smith – (404) 990-2486
- Brockett Road & Montreal Sidewalk Improvements, ***City of Tucker*****,** Jack Smith – (404) 990-2486
- Monarch Village Sidewalk Repairs, ***Annual Contract w/ City of Stockbridge*****,** Glenn Athearn - (678) 314-2174
- Henry County Districts Concrete Repairs, ***Henry County***, Steven Cariola – (770) 288-7623
- Tucker Radii Improvements, ***City of Tucker***, Sam Durrance – (678) 215-7030
- Washington Road Sidewalk Improvements (Phase II), ***City of East Point***, Cadell Hall **–** (404) 291-7245
- Hollow Stream Drainage Improvements, ***City of Powder Springs***, Dwayne Eberhart – (770) 293-0124
- Infrastructure Repairs Citywide, ***City of Powder Springs***, Dwayne Eberhart – (770) 293-0124
- Molly Lane Sidewalk Improvements***, City of Woodstock***, Chris Knock – (770) 592-6000 x1706
- Tilly Mill Drainage Improvements, ***City of Doraville***, Hari Karikaran – (470) 885-9663
- LMIG 2021 Sidewalks, ***City of Peachtree Corners***, James Nguyen – (470) 395-7029
- ADA Ramps Improvements, ***City of Brookhaven***, Gerren Francis – (404) 353-7389
- Caldwell Drive Sidewalk Improvements, ***City of Hampton***, David Corn – (770) 946-3062
- Traffic Maintenance for Speed tables Countywide, ***Dekalb County***, Garrett Bell – (404) 297-4583
- 2027-A Driveway & Curb Repair - ***Fayette County***, David Schreiber – (770) 320-6083
- Asphalt Repairs Countywide, ***Dekalb County School District,*** Demetrice Mott – (678) 676-1749
- Church St & Tucker Industrial Blvd Sidewalk Improvements, ***City of Tucker***, Sam Durrance – (678) 215-7030

## YR 2021

- Cameron Springs Sidewalk Improvements, ***City of Powder Springs***, Dwayne Eberhart – (770) 293-0124
- Streetscapes III – Sidewalk Phase, ***City of Woodstock***, Jeremy Parker – (770) 592-6000 x1710
- Various Projects Repairing Sidewalks, ***Henry County***, Steven Cariola – (770) 288-7623
- Cogburn Road Sidewalk Improvements, ***City of Milton***, Matthew Fallstrom – (678)-242-2558
- Repairing Catch Basin & ADA Ramps throughout South Fulton, ***City of South Fulton***, Alton Matthews – (404) 427-3594
- General Pipe Work on Annual Contract, ***Clayton County Water Authority (Still affective***, Marcus McLester - (678) 422-5221
- BL076-20 Restoration of Utility Repairs on Annual Contract (Dept. of Watershed Resources), ***Gwinnett County (Still affective)***, Chris Neidlinger – (678) 376-6969
- BL079-19, Provision of Poured-In-Place Concrete & Associated Miscellaneous Site Work on an Annual Contract (Dept. of Fire and Emergency Services), ***Gwinnett County (Still affective)***, Michael Williamson – (404) 391-1145
- BL032-17 Restoration of Poured-In-Place Concrete and Associated Miscellaneous Site Work on Annual Contract (Community Services), ***Gwinnett County (Still affective)***, Dale Foster – (678) 277-0937
- Wynne Russell Sidewalk Improvements, ***City of Lilburn***, Kim Conroy – (770) 722-1820
- Elmdale Drive Sidewalk Improvements, ***City of Tucker***, Ken Hildebrandt – (770) 865-5645
- Ashford Dunwoody/ Montgomery Elementary Intersection, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- 1940-A Driveway & Curb Repair - ***Fayette County***, James Munster – (770) 320-6026
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority (Still affective)*** Marcus Mclester– (678) 422-5221
- Annual Contract for Asphalt Repairs, Paving, Patching and Milling, ***Dekalb County School District, (Still affective)*** Fred Schoenfield – (678) 676-1408

- Annual Contract for Asphalt Patching and Paving, ***Clayton County Water Authority (Still affective)*** Scott Mask – (678) 699-0759

## YR 2020

- #2020-700 Annual Contract for Sidewalk Construction Services, ***City of Hampton***, David Corn, (770) 946-3062
- Ashford Dunwoody/ Montgomery Elementary Intersection, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- Annual Contract for Sidewalk Construction Services, ***City of Hampton***, Alex Cohilas – (770) 897-2119
- Stucco Repair, ***CWC Office Furnishings***, Jeffrey Jones – (404) 895-5697
- Washington Road Sidewalk Improvements, ***City of East Point,*** Cadell Hall **–** (404) 291-7245
- BL076-20; Restoration Utility Repairs on an Annual Contract, ***Gwinnett County***, Christopher Neidlinger – (678) 376-6969
- Annual Contract 2019 Standby Miscellaneous Construction – Paving & Concrete Services, ***Fulton County***, Pamela Keel – (678) 778-7040
- 1863-A Driveway & Curb Repair, ***Fayette County***, James Munster – (770) 320-6026
- S. Clayton St. Addition Improvements, ***City of Lawrenceville***, Johannes Louw – (770) 277-7533
- Avondale Stadium Parking Lot, ***Dekalb County School District***, Fred Scheonfeld – (678) 676-1408
- Ashford Dunwoody/ Johnson Ferry Rd Intersection, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- Cedar Grove Middle Patching Pothole, ***Dekalb County School District***, Fred Scheonfeld – (678) 676-1408
- 1798-A Driveway & Curb Repair, ***Fayette County***, James Munster – (770) 320-6026
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority (Still affective)*** Marcus Mclester– (404) 593-3614
- Annual Contract for Asphalt Repairs, Paving, Patching and Milling, ***Dekalb County School District,*** Fred Schoenfield – (678) 676-1408
- Annual Contract for Asphalt Patching and Paving, ***Clayton County Water Authority (Still affective)*** Scott Mask – (678) 699-0759
- FY2020 Sidewalk Repairs, ***City of Alpharetta***, Joshua Chance – (678) 297-6234
- Canton Street Pedestrian Improvements, ***City of Alpharetta***, Andrew Echols – (678) 297-6238
- W Pike St Sidewalk Addition, ***City of Lawrenceville***, Johannes Louw – (770) 277-7533
- Idlewood Road Sidewalk Improvements, ***City of Tucker***, Ken Hildebrandt – (770) 865-5645
- Nuckolls Road Sidewalk Improvements, ***Forsyth County***, Charlie Crowe - (770) 781-2165
- W Taylor Avenue Sidewalk Improvements, ***City of East Point,*** Cadell Hall **–** (404) 291-7245
- CDBG Governors Drive Sidewalk, ***City of Forest Park***, Jeff Eady – (404) 608-2310

## YR 2019

- Street Repairs/ Richard D. Sailors, ***City of Powder Springs***, Dwayne Eberhart – (404) 273-4509
- Echols Rd Sidewalk Improvements, ***Forsyth County***, Charlie Crowe - (770) 781-2165
- Street Repairs/ Hopkins Road, ***City of Powder Springs***, Dwayne Eberhart – (404) 273-4509
- Fire station #20 Driveway Replacement, ***Gwinnett County***, Michael R. Williamson – (404) 391-1145
- 1666-A Driveway & Curb Repair, ***Fayette County***, James Munster – (770) 320-6026
- Headland Drive and Delowe Drive Sidewalks Phase III, ***City of East Point***, Vincent Reynolds – (404) 270-7114
- Curb & Gutter Repair, ***Henry County***, Marvin Wiley – (770) 288-7262
- Driveway and Curb Repair, ***Fayette County***, James Munster – (770) 320-6082
- Nichols Rd & Nichols Dr Sidewalk Improvements, ***Forsyth County***, Charlie Crowe – (770) 781-2165
- E. Drew Valley Sidewalks Project, ***City of Brookhaven***, Don Sherrill - 404) 637-0682
- Cheshire Way Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Woodrow Way Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682

## YR 2018

- Evans Drive Sidewalks Project, ***City of Riverdale***, Lisa Kopro – (404) 491-5044
- Mill Creek Road Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Cartecay Drive Sidewalks Project, ***City of Brookhaven***, Greg Smith – (404) 735-7838
- Lanier Drive Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Tyron Rd Sidewalks Project, ***City of Brookhaven***, Don Sherrill – (404) 637-0682
- Installing Speed Tables, ***City of Milton***, Matthew Fallstrom – (678)-242-2558
- Headland Drive and Delowe Drive Sidewalks, ***City of East Point***, Vincent Reynolds – (404) 270-7114

## YR 2017

- Asphalt/ Concrete Pavement Maintenance and Repairs Services, Fulton County, Mark Moore – (404) 285-1307
- CDBG – West Street Roadways and Sidewalks, ***City of Forest Park***, Jeff Eady – (404) 608-2310
- Moon Road Sidewalks, ***City of Lawrenceville***, Johannes Louw – (678) 618-2839
- East Crogan Street Sidewalks, ***City of Lawrenceville***, Johannes Louw – (678) 618-2839
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority (Still affective)*** Scott Mask – (678) 699-0759
- Annual Contract for Asphalt Patching and Paving, ***Clayton County Water Authority (Still affective)*** Marcus Mclester– (404) 593-3614
- Annual Contract for BL065-15 (Concrete & Asphalt), ***Gwinnett County, GA (Still affective)***, Christopher Neidlinger – (678) 376-6969
- Annual Contract for BL032-17 (Poured-in-Place Concrete & Associated Miscellaneous Site Work) ***Gwinnett County, GA (Still affective)***

## YR 2016

- Panhandle Road Sidewalk Construction from McDonough Rd to Tara Rd for ***Clayton County, GA*** Project Manager: Jatta Battary – (404) 655-2582

## YR 2015

- Austell Powder Springs Road, ***City of Powder Springs***
- Old Monticello Street Stream and Shoulder Improvements, ***City of Covington, GA*** Project Manager: Ken Swain - (770) 778-5830
- Restoration of Utility Repairs on an Annual Contract (Still affective) Project Manager: Chris Neidlinger – (678) 725-9805

## YR 2014

- North Fulton Ave. CDBG Sidewalk, ***City of Hapeville*** Project Manager: Keck & Wood Inc. (678) -417-4000
- Lake Ridge Pkwy Sidewalk Installation, ***Board of Commissioners of Clayton County Central Services Department, GA***
- Cemetery Street Sidewalk, ***City of Austell*** Project Manager: Keck & Wood Inc. (678) -417-4000 CDBG Sidewalk Improvements Glenn Dr. Sharon Street and School Place, ***Forest Park Department of Public Work*** Project Manager: Jeff Eady 678) 300-4314
- Annual Contract for Miscellaneous Concrete Work, ***Clayton County Water Authority*** (Still affective)

**EXHIBIT I**

**RFB 2024 – 05 Melanie Lane Drainage Improvements**

See following page.

CITY OF
WOODSTOCK
GEORGIA

12453 Highway 92, Woodstock, GA 30188
770-592-6000 · www.woodstockga.gov

# REQUEST FOR BIDS
# For
# MELANIE LANE DRAINAGE IMPROVEMENTS

## RFB NUMBER
## 2024 – 05

**RELEASED:**

**August 17th, 2023**

**DUE:**

**September 19, 2023 10:00 A.M. EST**

For all questions about this RFB contact:

Martyn Detz
Purchasing Coordinator
770-592-6000 Ext 1205
https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration

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## 1.0 PURPOSE OF SOLICITATION

### 1.1 Purpose of Bid

The City of Woodstock, Georgia, herein referred to as the City, is accepting bids from qualified contractors for the purpose of installing stormwater infrastructure for the area at Washington Avenue & Arnold Mill Road, as well as concrete curb & gutter, one driveway apron, sidewalk and asphalt repairs, hereinafter referred to as the "Project".

### 1.2 RFB Submission

Interested parties must submit proposals electronically through Vendor Registry to the City of Woodstock, Georgia by the due date for their proposals to be considered. Vendor Registry can be found directly at https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration or by visiting the City of Woodstock's website.

Fax and e-mail responses are not acceptable.

**Responses to this RFB will be accepted until 10:00 a.m. (EST) on September 19, 2023 through Vendor Registry.**

The City of Woodstock, Georgia reserves the right to reject any and all responses resulting from this RFB. Late responses will not be accepted. If company response is sent or routed to City offices, the submission requirement has not been met and any such response will not be evaluated and will be disqualified from consideration.

### 1.3 Schedule Overview

This Request for Bids is scheduled as follows:

| | |
|---|---|
| August 17, 2023 | Release of RFB |
| September 11, 2023, 5:00 P.M. | Question Deadline |
| September 19, 2023, 10:00 A.M. | Bids Due Date |
| September 19, 2023, 10:01 A.M. | Public Opening |
| October 2023 | RFB and Contract Award |

### 1.4 RFB Costs

All costs incurred in the preparation and presentation of responses to the RFB shall be completely absorbed by the RFB respondent. All documents submitted as part of the RFB will become property of the City. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

### 1.5 RFB Questions/Communications

All questions about this RFB and submission requirements must be submitted in writing through Vendor Registry. The City's representative listed in this section will serve as the primary contact for this RFB.

**Martyn Detz**
**Purchasing Coordinator**
**12453 Highway 92**
**Woodstock, Georgia 30188**
**770-592-6000 ext. 1205**
https://vrapp.vendorregistry.com/Vendor/Register/Index/woodstock-city-ga-vendor-registration

Any unauthorized contact shall not be responded to and may result in the disqualification of the responder's submittal. Answers to questions submitted via Vendor Registry will be communicated to respondents via Vendor Registry.

Communications by companies, its agents, employees, and/or representatives regarding its bids or intention to submit a bid in response to this RFB with any employee, agent, or representative of the City of Woodstock, other than the representative listed in Section 1.5, may be considered inappropriate communications.

If any such inappropriate communications are deemed to hinder, influence and/or alter the competitive bid process, the City, in an effort to ensure a fair and equitable review and selection process, reserves the right to decline consideration of the offender's sealed bid.

### 1.6 RFB Amendments

It is the responsibility of respondents to check Vendor Registry or the Georgia Procurement Registry for RFB information and addendums.

### 1.7 Non-Collusion Affidavit

By submitting a bid, the respondent represents and warrants that no official or employee of the City has an interest, directly or indirectly, in the bid or in the final contract award. The respondent further understands bids will be rejected if there is any evidence of collusion with another respondent.

Respondent certifies that this qualification, offer, or bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a qualification, offer, or bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Respondent understands collusive bidding is a violation of state and

federal law and can result in fines, prison sentences, and civil damage awards. Respondent agrees to abide by all conditions of this qualification, offer, or bid.

Furthermore, the respondent certifies that the firm has not divulged to, discussed or compared his bid with other respondents and has not colluded with any other respondent or parties to this bid whatsoever. Also, respondent certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid:

- Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other respondent or with any competitor;

- Any prices and/or cost data quoted for this bid have not been knowingly disclosed by the respondent and shall not knowingly be disclosed by the respondent prior to the scheduled opening directly or indirectly to any other respondent or to any competitor;

- No attempt has been made or shall be made by the qualifier to induce any other person or firm to submit a bid for the purpose of restricting competition;

- The only person or persons interested in this bid, principal/principals is/are named therein and that no person other than therein mentioned has any interest in his bid or in the contract to be entered into; and

- No person or agency has employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or established commercial agencies maintained by the Purchaser for the purpose of doing business

**1.8 Compliance with Laws**

Respondents agree to be bound by applicable Federal, State and Local laws, regulations and directives.

**1.9 Bid & Award Basis**

The City reserves the right to accept or reject any and all bids or any or parts of a bid wherein its judgment, it will be in the best interest of the City; waive any technicalities/informalities in the RFB document and bid process; and to qualify and award any or all of this contract in any manner in which the City, acting in the sole and exclusive exercise of its discretion, deems to be in the City's best interest. If no acceptable bid is received, the City also reserves the right to re-solicit bids, at its sole discretion.

### 1.10 Required Bonds and Insurance

No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.

All bids must be accompanied by a certified check or bid bond of a reputable bonding company authorized to do business in the State of Georgia, in an amount equal to at least five percent (5%) of the total amount of the bid.

Upon the award of this RFB, the contractor shall provide the City with:

- A 100% project value performance and payment bonds pursuant to O.C.G.A. § 36-91-70 and 90.

- Worker's Compensation – Statutory (for the State of Georgia and the State of domicile of the Contractor).

- Manufacturers' and Contractor's Liability, covering operations performed by or for the Contractor, with limits of not less than Bodily Injury – $500,000/$1,000,000. Property Damage - $500,000.

- Contractor Liability, covering liability of others assumed by the Contractor elsewhere in the contract under "Hold Harmless" Agreements or similar assumptions of liability.

Evidence of required bonds and insurance shall be presented prior to the execution of the Contract. The Bonding Company must be licensed to do business in the State of Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department, listed in the Department of the Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety of Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-, Class VI or Higher. Insurance policies to be carried under the agreement shall not be changed or canceled without prior written notification to the City of Woodstock, Georgia.

### 1.11 Time of Completion and Liquidated Damages

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within ninety (90) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of $250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the Contract for completing work.

### 1.12 Taxes, Fees, Code Compliance and Licensing

The firm shall be responsible for the payment of any required taxes or fees associated with the execution of this contract. The firm shall also be responsible for compliance with all applicable codes and statutes.

### 1.13 References and Proprietary Information

Submission of a bid authorizes the City to make inquiries concerning the respondent and its officers to any persons or firms deemed appropriate by the City. Any proprietary information that the respondent does not want disclosed to the public shall be so identified on each page in which it is found. Data or information so identified will be used by the City solely for the purpose of evaluation and contract negotiations only.

### 1.14 Illegal Immigration Reform and Enforcement Act of 2011

By providing a qualification or bid, qualifier/bidder certifies that he/she is in compliance with O.C.G.A. § 13-10-90 and 91, et seq. No qualification or bid will be considered by the City unless it is accompanied with a signed, notarized affidavit (**EXHIBIT B**) from the qualifier/bidder attesting to the following:

a) The affiant has registered with and is authorized to use and uses the federal work authorization program

b) The user identification number and date of authorization for the affiant; and

c) The affiant will continue to use the federal work authorization program throughout the contract period; and

The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required in subparagraphs (a), (b) and (c) of this paragraph.

### 1.15 Anti-Boycott of Israel

By signing and submitting this bid and pursuant to O.C.G.A. § 50-5-85, respondent/bidder certifies that it is not currently engaged in, and agrees that for the duration of this agreement, it will not engage in a boycott of Israel.

## 2.0 SCOPE OF WORK

### 2.1 Type of Good/Service and Objectives:

The City of Woodstock, Georgia, herein referred to as the City, is accepting bids from qualified contractors for the purpose of installing stormwater infrastructure for the area at Washington Avenue & Arnold Mill Road, as well as concrete curb & gutter, one driveway apron, sidewalk and asphalt repairs, hereinafter referred to as the “Project”.

The contractor shall be responsible for furnishing all materials, labor, and equipment. For a full list of quantities see the itemized pricing sheet in **Exhibit D**. For more details see the site plans in **Exhibit E**.

Goods and services shall meet or exceed the following guidelines:

- 27 LF of storm drain pipe (reinf conc pipe, including road cut repair)
- 690 LF of storm drain pipe (HDPE pipe, incl driveway cut repairs)
- Three (3) catch basins
- One (1) sewer man hole
- Traffic control, one lane to remain open at all times
- Work hours are from 8 am to 3:30 pm Monday through Friday

### 2.2 Project General Notes

See **Exhibit E** engineer drawing for full details on the project general notes and maintenance of traffic guidelines.

### 2.3 Brand Name

Unless otherwise specified, the items in this bid have been identified, described, and referenced by a brand name or trade name/mark that is intended to be descriptive, but not restrictive, and is used to indicate the quality and characteristics of products that may be offered.

Other products may be considered for award if such products are clearly identified in the bid and are determined by the City to meet its needs in all respects. It shall be the responsibility of the bidder(s), including the bidder whose product is referenced, to indicate the brand name and model or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

However, the City may elect to purchase brand name products or services when the goods comprise a major brand system, program, or service previously selected by the City and due to operation effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufactures, etc.

Any information provided should be properly labeled. The City reserves the right to request product demonstrations and/or samples from any bidders prior to bid award. Failure to provide the requested data or product demonstrations and/or samples may be considered valid justification for rejection of bid.

### 2.4 Delivery Time

This is a time sensitive project. All work must be completed within 90 days after a notice to proceed has been issued, pending any unnatural weather occurrence.

The contractor shall coordinate construction dates and times with the City of Woodstock,

Georgia Public Works Director.

Available work hours shall be in accordance with City ordinance; Shall conform to federal, state and local requirements and regulations.

### 2.5 Award and Pricing Information

The City intends to award to a single Contractor. The City may award the entire project or portions of the project to a single Contractor.

Pricing should be itemized for the project. **The Bid Proposal Form and Itemized Pricing Sheet in Exhibit D must be completed and returned with bid submittal.**

Pricing shall be valid for a period of 60 days after submission date.

The Contract will be awarded to the lowest, responsive, responsible Bidder as determined by the review committee and as approved by City Council.

### 2.6 Payment to Contractor and Retainage

All work must be approved prior to the release of payment.

The Contractor shall submit a progress payment request after thirty (30) days for the completed work. The City shall make a progress payment to the Contractor on the basis of a duly certified and approved progress payment for the work performed during the thirty (30) days under this contract, but to insure the proper performance of this Contract, the City shall retain five percent (5%) of the amount of each pay app as retainage if such work is satisfactory and completed on schedule as determined with the City.

## 3.0 BID FORMAT

1. Exhibit A: Contractor Information Sheet - If the firm has branch offices, state the office that will have management responsibility for the work to be carried out.
2. Completed Exhibit B: E-Verify Affidavit with Instructions.
3. Pricing should be itemized as specified on the pricing sheet for the City in Exhibit D. **The Bid Proposal Form and Itemized Pricing Sheet must be completed and returned with bid submittal.**
4. A copy of the firm's Public Liability Insurance, Workers' Compensation and Commercial General Liability Insurance.
5. Annotated list of references (with addresses and telephone numbers).
6. Copy of Georgia Business License
7. Bid bonds (5% of total bid amount)
    a. 100% project value performance and payment bond (pending contract award)

A clear, concise bid in the specified bid format is requested with all the necessary information included. Responses to this RFB will be accepted until **10:00 a.m. (EST) on September 19, 2023**

through Vendor Registry. Bids will be publicly opened and read aloud virtually via GoTo Meetings on September 19, 2023, 10:01 A.M.

## 4.0 OTHER ITEMS

### 4.1 Terms and Conditions

1. The City of Woodstock, Georgia hereby requests bids for the goods and services inclusive of the services requested in the RFB.

2. City of Woodstock, Georgia reserves the right to evaluate the firm's bids. Only those firms who, in the opinion of the City, meet the minimum necessary bids will have their price and contract/agreement evaluated.

3. All bids, fee schedules and other documents furnished to the City of Woodstock, Georgia are subject to the Georgia Open Records Act.

4. Termination: The contract will be subject to the terms and conditions included in the Service Agreement. The City of Woodstock, Georgia reserves the right to cancel the agreement with cause, due to nonperformance and/or violation of contract terms.

5. The City shall be notified of business name change(s) in writing within thirty (30) days of changes.

6. The City shall be notified and approve of key personnel change(s) in writing prior to any changes.

### 4.2 Rejection of Bids/Cancellation of RFB

The City of Woodstock, Georgia reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City.

It is also within the right of the City to reject bids **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFB at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

### 4.3 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a written request to the City representative listed in Section 1.5. A request to withdraw a bid must be signed by an authorized individual of the submitting company.

### 4.4 Miscellaneous

This RFB and any agreements related thereto must comply, inter alia, with all City laws and charters and are subject to all requisite City approvals including, but not limited to, City Management and City Council.

The City reserves the right to release modifications to this RFB or supplements to it from time to time. Firms are responsible for periodically checking Vendor Registry or the Georgia Procurement Registry for such modifications or supplements.

*This Section Intentionally Left Blank*

## EXHIBIT A CONTRACTOR INFORMATION FORM

See following page.

City of Woodstock

# CONTRACTOR INFORMATION

Firm Name: _____

Contact Person: _____

Firm Address: _____

_____

Phone: _____

Fax: _____

Email: _____

With this packet, please also provide a W-9 and Certificate of Insurance for the company/firm.

_____ _____

Signature – Authorized Officer or Agent Date

## EXHIBIT B E-VERIFY AFFIDAVIT WITH INSTRUCTIONS

See following page(s).

City of Woodstock

# INSTRUCTIONS

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Woodstock, Georgia (the "City") has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontract who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify/Company ID Issued by the E-Verify Program
_____
Federal Work Authorization User Identification Number

Date E-Verify/Company ID was issued by E-Verify
_____
Date of Authorization

Contractor's Company/Firm Name
_____
Name of Contractor

Name of project or type of service provided
_____
Name of Project

City of Woodstock, Georgia
_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 201____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this the_____ day of _____, 201____,

_____ _____
Notary Public My Commission Expires

INSTRUCTIONS ONLY - COMPLETE FOLLOWING PAGE

City of Woodstock

## CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Woodstock, Georgia (the "City") has registered with and is participating in a federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontract who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

RFB 2024-05 Melanie Lane Drainage Improvements
_____
Name of Project

City of Woodstock, Georgia
_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me this the_____ day of _____, 202____,

_____ _____
Notary Public My Commission Expires

**EXHIBIT C BID PROPOSAL FORM**

Proposal of_____(hereinafter called "Bidder") a contractor organized and existing under the laws of the State of_____, * an individual, a corporation, or a partnership doing business as_____.

TO: City of Woodstock, Georgia (Hereinafter referred to as "City")

The Bidder, in compliance with your invitation for bids for the work as described in Section 2.0 of

**RFB 2024 – 05**
**MELANIE LANE DRAINAGE IMPROVEMENTS**

having examined the scope of work with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the scope of work of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated in the bid submission. These prices are to cover all expenses incurred in performing the work required under this Contract, of which this bid is a part.

Amount shall be shown in figures. The prices in the bid submittal shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the project as stated in the contract.

**Total Price: $ _____**

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the Project within NINETY (90) consecutive calendar days; bidder further agrees to pay as liquidated damages the sum of $250 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the contract for completing the work.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The Bidder declares that he understands that the quantities shown on the bid are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

_____

_____

_____

_____

_____

_____

The_____day of_____, 20_____.

Signature: _____

Printed: _____

Title:_____

## EXHIBIT D ITEMIZED PRICING SHEET

Please use ‘Exhibit D’ as provided in a separate document file.

| RFB 2024 - 05 - MELANIE LANE DRAINAGE IMPROVEMENTS | | | | TOTAL | $ - |
|---|---|---|---|---|---|
| Vendor: | | | | | |
| Signature: | | | | | |
| **Item** | **Description** | **Unit** | **Qty.** | **Unit Price** | **Amount** |
| **Washington Ave at Arnold Mill road** | | | | | |
| 150-1000 | TRAFFIC CONTROL | LS | LUMP | | $ - |
| 210-0100 | GRADING COMPLETE | LS | LUMP | | $ - |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (REINF CONC PIPE, INCL ROAD CUT REPAIR) | LF | 27 | | $ - |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE PIPE, INCL DRIVEWAY CUT REPAIRS) | LF | 690 | | $ - |
| 668-1100 | CATCH BASIN, GP 1 | EA | 3 | | $ - |
| 668-1110 | CATCH BASIN, GP 1, ADDL DEPTH | LF | 3 | | $ - |
| 668-4600 | STORM SEWER MANHOLE, TP 1 | EA | 1 | | $ - |
| 668-4311 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | LF | 2 | | $ - |
| 165-0010 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | LF | 270 | | $ - |
| 171-0010 | TEMPORARY SILT FENCE, TYPE A | LF | 540 | | $ - |
| 700-9300 | SOD | SY | 500 | | $ - |
| | | | | TOTAL | $ - |

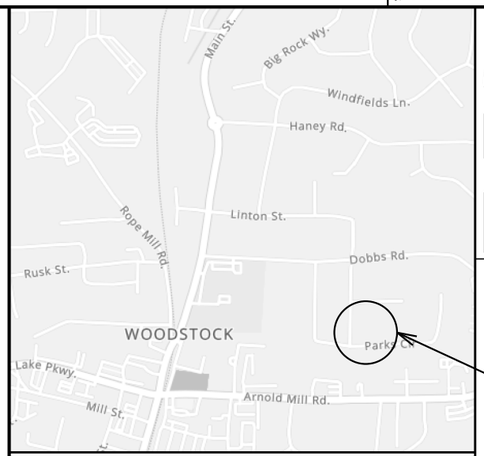
## EXHIBIT E SITE PLANS

See following page(s).

# CITY OF WOODSTOCK
# DEPARTMENT OF PUBLIC WORKS

## PLAN AND PROFILE OF PROPOSED

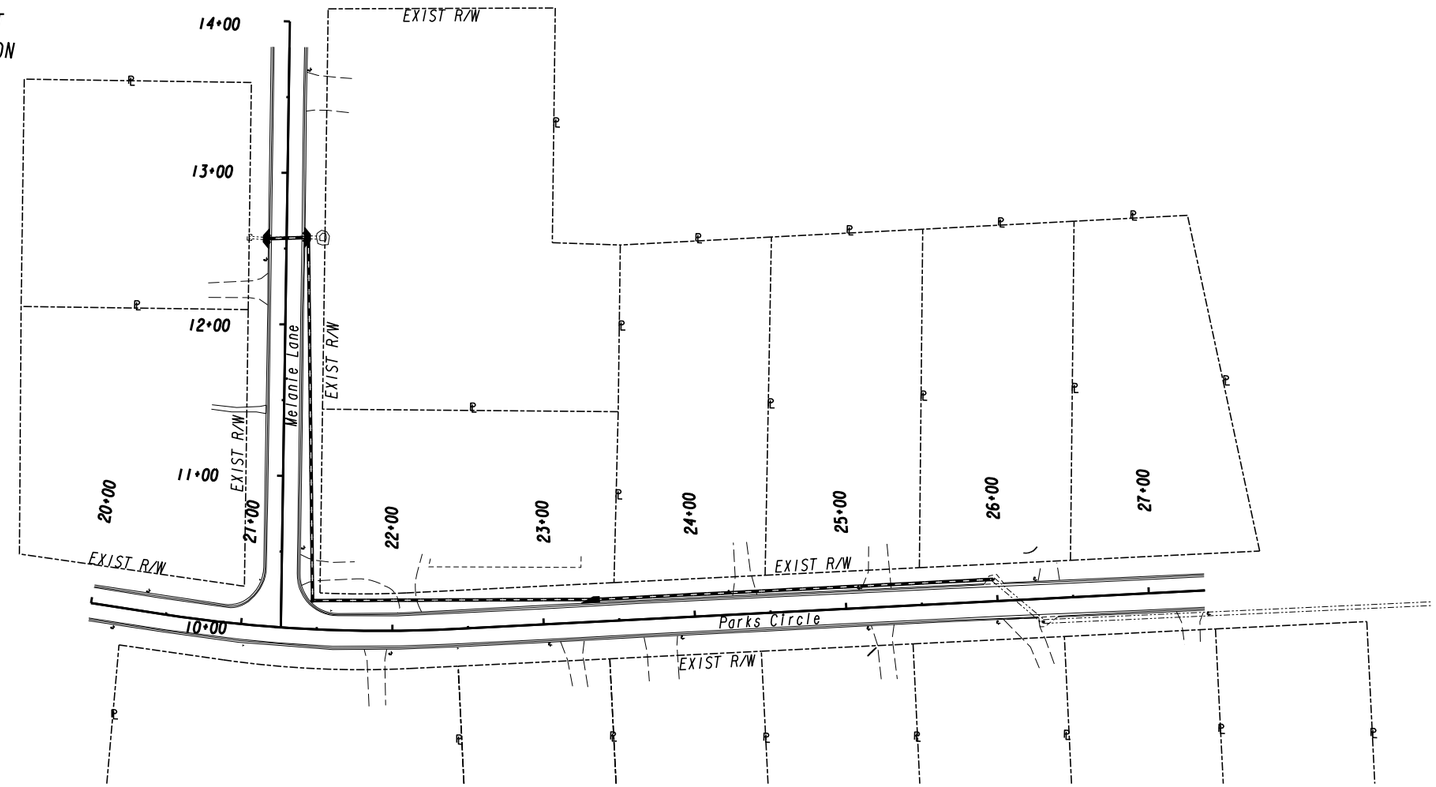
# *MELANIE LANE*
# *DRAINAGE IMPROVEMENTS*




LOCATION SKETCH

PROJECT LOCATION

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.




PREPARED BY: _____

CHARLIE A. LANZ, PE

GEORGIA REGISTERED No. 034645 PROFESSIONAL ENGINEER CHARLIE A. LANZ

SCALE IN FEET
0 50 100 200

PLANS PREPARED BY:
CALCO ENGINEERING

| | |
|---|---|
| PLANS COMPLETED 12-30-2022 | |
| REVISIONS | |
| | |
| | |
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| | |

DRAWING No. 01-0001

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND CITY OF WOODSTOCK IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

| DRAWING NO. | DESCRIPTION |
|---|---|

| | INDEX |
|---|---|
| 1-0001 | Cover |
| 2-0001 | Index |
| 3-0001 | Revision Summary |
| 4-0001 | General Notes |
| 9-0001 | Detailed Estimate |
| 13-0001 to 13-0002 | Mainline Plan |
| 22-0001 | Drainage Profiles |
| 24-0000 to 24-0002 | Utility Plans |

| LIST OF APPLICALBE GEORGIA DOT STANDARDS | | |
|---|---|---|
| STD. NO. | DESCRIPTION | DATE |
| 1011a | Brick Manholes | 10/1/1981 |
| 1011ap | Precast Reinforced Concrete Manhole | 6/1/1975 |
| 1030d1 | Concrete and Metal Pipe Culverts Sheet 1 of 3 | 9/1/2001 |
| 1030d2 | Concrete and Metal Pipe Culverts Sheet 2 of 3 | 9/26/2001 |
| 1030p | Thermoplastic Pipe | 11/14/2019 |
| 1033d | Catch Basins (For use with 6" or 8" Ht. curb and gutter) | 8/1/1982 |
| 1033dp | Precast Catch Basins (For use with 6" or 8" Precast Ht. curb and gutter) | 9/1/1982 |
| 1034d | Catch Basins (For use with 6" or 8" curb and gutter in sags or low points) | 8/1/1982 |
| 1034dp | Precast Catch Basins (For use with 6" or 8" curb and Precast gutter in sags or low points) | 9/1/1982 |
| 1401 | Pavement Patching Details (Storm Drain or Utility Installations by Open Cut Across Existing Pavement) | 8/1/1999 |
| 9031u | Junction Boxes (Precast or Built-in-Place) Pipe Collars, Pipe Elbow and Pipe Curved Alignment | 7/1/1985 |
| 9032b | Concrete Curb and Gutter, Concrete Curbs, Concrete Medians | 1/25/2021 |

| LIST OF APPLICALBE GEORGIA DOT DETAILS | | |
|---|---|---|
| DET. NO. | DESCRIPTION | DATE |
| D-24A | Temporary Silt Fence (Sheet 1 of 4) | 1/19/2011 |
| D-52 | Baled Straw | 4/22/2016 |
| D-54 | Sod Installation | 4/22/2016 |

CALCO ENGINEERING

| REVISION DATES | | |
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**INDEX**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 02-0001 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

| 12/30/2022 11:36:38 AM<br>calco | GPLOT-V8<br>gplotborder-V81-P0.tbl | Melanie_03-0001.dgn | CITY OF WOODSTOCK, GA | P.I. No.<br>N/A |
|---|---|---|---|---|

| DATE | DRAWING NO. | REVISION |
|---|---|---|
| | | |

| DATE | DRAWING NO. | REVISION |
|---|---|---|
| | | |

| REVISION DATES |
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**REVISION SUMMARY**

MELANIE LANE

DRAINAGE IMPROVEMENTS

| | | | | |
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| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 03-0001 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

CALCO ENGINEERING

10/23/2015 GPLN

# PROJECT GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CITY OF WOODSTOCK AND GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD AND SUPPLEMENTAL SPECIFICATIONS, CURRENT EDITION. ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE CITY.

2. ALL KNOWN FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS, AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON PLANS WILL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY UNDER THIS REQUIREMENT. "EXISTING UTILITY FACILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION.

3. UTILITY WORK COORDINATION WILL BE REQUIRED AS A PART OF THIS CONTRACT. THE CONTRACTOR SHALL BE REQUIRED TO USE THE ONE-CALL CENTER TELEPHONE NUMBER. 811 OR 1-800-282-7411. FOR THE PURPOSE OF COORDINATING THE MARKING OF UNDERGROUND UTILITIES. THE CONTRACTOR'S ATTENTION IS CALLED TO SUB-SECTION 105.06 OF THE GADOT STANDARD SPECIFICATIONS "COOPERATION WITH UTILITIES"

4. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GEORGIA STANDARD SPECIFICATIONS.

5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND TO DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. CONCRETE AND ASPHALT MATERIALS REMOVED FROM THE PROJECT SITE MAY NOT BE PLACED IN FILL LOCATIONS THAT FALL WITHIN EASEMENT AREAS. ALL FILL AREAS MUST BE COMPACTED TO MINIMUM 95% STANDARD PROCTOR.

6. PERFORATED UNDERDRAIN SHALL BE PLACED IN AREAS WHERE WET CONDITIONS EXIST IN THE SUBGRADE AS DIRECTED BY ENGINEER.

7. STRUCTURES, TREES, SHRUBS AND OTHER PLANT MATERIAL THAT FALL WITHIN THE RIGHT-OF-WAY AND EASEMENT LIMITS, BUT OUTSIDE THE LIMITS OF CONSTRUCTION, SHALL NOT BE DISTURBED UNLESS DIRECTED BY THE ENGINEER.

8. IN AREA WHERE NEW PAVEMENT OR PAYMENT WIDENING IS REQUIRED, SAW CUT OF EXISTING PAVEMENT WILL BE REQUIRED IN ACCORDANCE WITH SECTION 411 OF THE GEORGIA STANDARD SPECIFICATIONS AND WILL BE INCLUDED IN PRICE BID FOR "GRADING COMPLETE".

9. ALL ROAD SIGNS SIGNS SHALL BE RESET IF REQUIRED AND PAYMENT SHALL BE INCLUDED IN "TRAFFIC CONTROL".

10. ALL CUT AND FILL SLOPES SHALL BE STABILIZED TO COMPLY WITH SECTION 161.3.05.B OF THE SPECIFICATIONS IN ORDER TO REDUCE THE POTENTIAL FOR EROSION. IF THE SEASON DOES NOT PERMIT PERMANENT GRASSING, TEMPORARY STRAW MULCH AND/OR TEMPORARY VEGETATION SHALL BE USED AS PER THE EROSION AND SEDIMENTATION POLLUTION CONTROL PLAN (ESPCP) OR AS DIRECTED BY THE ENGINEER.

11. ALL DRIVEWAYS SHALL BE MAINTAINED DURING CONSTRUCTION. ALL DRIVEWAYS TO BE CONSTRUCTED SHALL BE REPLACED IN KIND I.E. ASPHALT FOR ASPHALT, CONCRETE FOR CONCRETE ETC. ANY OTHER DRIVEWAY MATERIAL OR SPECIALIZED DRIVEWAY WILL NOT BE REPLACED IN KIND (I.E. PAVERS) AND WILL BE REPLACED WITH ASPHALT OR CONCRETE. DRIVEWAYS SHALL BE PAVED AS FOLLOWS:

ASPHALTIC DRIVES
RESIDENTIAL- 1-1/2" ASPH. CONC. 12.5 MM SUPERPAVE, 165 LB/SY
- 6" GRADED AGGREGATE BASE
COMMERCIAL- 1-1/2" ASPH. CONC. 12.5 MM SUPERPAVE, 165 LB/SY
- 2" ASPH CONC. 19 MM SUPERPAVE, 220 LB/SY
- 8" GRADED AGGREGATE BASE

CONCRETE DRIVES
RESIDENTIAL- 6" CONCRETE VALLEY GUTTER
- 6" CONCRETE DRIVEWAY
COMMERCIAL- 8" CONCRETE VALLEY GUTTER
- 8" CONCRETE DRIVEWAY

GEORGIA 811 Utilities Protection Center, Inc
Know what's below. Call before you dig.

12. EROSION CONTROL MEASURES SHALL BE INSTALLED TO BE IN COMPLIANCE WITH THE APPROVED EROSION AND SEDIMENTATION POLLUTION CONTROL (ESPCP). EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES THAT INVOLVE ENVIRONMENTAL SENSITIVE AREAS (ESA'S) AS DEFINED UNDER SECTION 107.23.F OF THE SPECIFICATIONS AND THE ESPCP. IN GENERAL, EROSION CONTROL ITEMS SHOULD BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITIES. THE INSTALLATION OF THE EROSION CONTROL ITEMS MAY BE INSTALLED CONCURRENT WITH THE START OF THE LAND DISTURBING ACTIVITIES. IF ALLOWED BY THE ESPCP.

13. SPRINKLER SYSTEMS TO BE HANDLED AS FOLLOWS: SYSTEMS WITHIN THE CONSTRUCTION LIMITS OWNED BY INDIVIDUALS OR PRIVATE COMPANIES ARE TO BE REPLACED IN-KIND IF DAMAGED. COST INCLUDED IN "GRADING COMPLETE"

14. AN N.O.I (NOTICE OF INTENT) IS NOT REQUIRED FOR THIS PROJECT.

15. ALL EXISTING STORM DRAIN PIPES INCLUDING BOX CULVERTS WITHIN THE CONSTRUCTION LIMITS SHALL BE CLEANED PRIOR TO COMPLETION OF PROJECT. COST TO BE INCLUDED IN GRADING COMPLETE.

16. ALL EXISTING PIPE NO LONGER IN USE SHALL BE REMOVED UNLESS OTHERWISE NOTED ON PLANS OR AS DIRECTED BY THE ENGINEER. REMOVAL OF PIPE SHALL BE INCLUDED IN PRICE BID FOR "GRADING COMPLETE.

17. ANY TREES IMPACTED BY INSTALLATION OF STORM PIPE TO BE REMOVED INCLUDING STUMPS. REMOVAL OF TREES AND STUMPS INCLUDED IN THE PRICE BID FOR "GRADING COMPLETE".

# MAINTENANCE OF TRAFFIC

1. ALL ITEMS NECESSARY FOR COMPLIANCE WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE PRICE BID FOR "TRAFFIC CONTROL".

2. ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION

3. EXISTING TRAFFIC SIGNS SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION. MAINTENANCE INCLUDES REPLACING DAMAGED AND STOLEN SIGNS, AND PERIODIC CLEANING OF EXISTING SIGNS AND CONSTRUCTION RELATED TRAFFIC CONTROL DEVICES.

4. EXISTING PAVEMENT MARKINGS THAT CONFLICT AS DETERMINED BY THE ENGINEER SHALL BE OBLITERATED BY THE CONTRACTOR (BLACK OUT PAINT PROHIBITED)

5. TEMPORARY TRAFFIC BARRIERS SHALL HAVE TWO (2') FEET MINIMUM OFFSET FROM THE EDGE OF ANY TRAVEL LANE. ONLY TRAFFIC DRUMS, MEETING THE MINIMUM REQUIREMENTS OF THE MUTCD AND SECTION 150, AND TEMPORARY BARRIERS THAT ARE CRASHWORTHY SHALL BE USED ADJACENT TO TRAVEL LANES. UNLESS PRIOR APPROVAL IS GRANTED BY CITY OF WOODSTOCK. THE TEMPORARY BARRIERS CANNOT BE PLACED LESS THAN TWO (2') FEET FROM THE EDGE OF THE TRAVEL LANES. THE USE OF TYPE I AND TYPE II BARRICADES AND TRAFFIC CONES IS PROHIBITED.

6. TRAFFIC DRUMS MEETING THE MINIMUM REQUIREMENTS OF THE MUTCD AND SECTION 150 SHALL BE USED FOR CHANNELIZATION OF TRAFFIC IN ALL TRAFFIC SHIFTS. FOR ANY WORK ZONE, THE MAXIMUM DRUM SPACING, IN FEET, SHALL BE THE DESIGN OR POSTED SPEED LIMIT, WHICHEVER IS LESS. BASED ON FIELD CONDITIONS, THE MAXIMUM SPACING OF THE TRAFFIC DRUMS MAY NEED TO BE FURTHER REDUCED.

7. ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR SO AS NOT TO INTERFERE WITH SIGHT DISTANCES ALONG ANY ADJACENT SIDE ROAD OR DRIVEWAY.

8. CITY OF WOODSTOCK RESERVES THE RIGHT TO MODIFY THE MAINTENANCE OF TRAFFIC PLAN AS FIELD CONDITIONS WARRANT. IF ADDITIONAL TRAFFIC CONTROL DEVICES ARE REQUIRED, THESE SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE CITY.

9. LUMP-SUM TRAFFIC CONTROL: THE PRICE BID FOR LUMP-SUM TRAFFIC CONTROL INCLUDE THE COST OF STAGED CONSTRUCTION, MAINTENANCE OF TRAFFIC (INCLUDING AGGREGATE SURFACE COURSE), INSTALLATION AND REMOVAL OF ALL TEMPORARY SIGNAGE, INTERIM PAVEMENT MARKINGS, BARRICADES, AND OTHER INTERIM TRAFFIC CONTROL DEVICES NECESSARY FOR THE CONSTRUCTION AND MAINTENANCE OF THE PROJECT. DEVICES UTILIZED ON THE PROJECT SHALL BE IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION AND SECTION 150. ALL DEVICES, SIGNS, POSTS, BARRICADES, ETC SHALL BE FROM THE GDOT QUALIFIED PRODUCTS LIST (QPL). ALL DEVICES SHALL BE CRASHWORTHY UNDER AASHTO AND NCHRP 350 REQUIREMENTS. THE ENGINEER MAY DIRECT THAT ADDITIONAL DEVICES AND MARKINGS BE ADDED TO THE TRAFFIC CONTROL PLAN. THE COST OF NOMINAL ITEMS ADDED BY THE ENGINEER SHALL BE INCLUDED IN LUMP-SUM TRAFFIC CONTROL EXCEPT FOR THE ADDITION OF A CHANGEABLE MESSAGE SIGN(S) OR A UNIT PRICE WILL BE DETERMINED WHEN A CHANGEABLE MESSAGE SIGN(S) IS NOT INCLUDED IN THE CONTRACT.

CALCO ENGINEERING

REVISION DATES

**GENERAL NOTES**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 04-0001 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

# DETAILED ESTIMATE

| ITEM NO. | ITEM | UNIT | QUANTITY |
|---|---|---|---|
| | | | |
| | **ROADWAY ITEMS** | | |
| 150-1000 | TRAFFIC CONTROL - | LS | LUMP |
| 210-0100 | GRADING COMPLETE - | LS | LUMP |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (REINF CONC PIPE, INCL ROAD CUT REPAIR) | LF | 27 |
| 550-1180 | STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE PIPE, INCL DRIVEWAY CUT REPAIRS) | LF | 690 |
| 668-1100 | CATCH BASIN, GP 1 | EA | 3 |
| 668-1110 | CATCH BASIN, GP 1, ADDL DEPTH | LF | 3 |
| 668-4300 | STORM SEWER MANHOLE, TP 1 | EA | 1 |
| 668-4311 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | LF | 2 |
| 165-0010 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | LF | 270 |
| 171-0010 | TEMPORARY SILT FENCE, TYPE A | LF | 540 |
| 700-9300 | SOD | SY | 500 |
| | | | |
| | | | |

CALCO ENGINEERING

REVISION DATES
04/21/22

**DETAILED ESTIMATE**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No.
09-0001



10/23/2015 GPLN

Parks Circle
Curve° 1
PI Sta° 21+45.16
N° 1492562.0822
E° 2191675.7253
DELTA° 11°41'17.1" (LT)
D° 06°01'52.08"
T° 97.24
L° 193.80
R° 950.00
E° 4.96

N/F
ADRIENNA M &
DARRELL S WEEK
TAX ID°
15-1023-0023
DB 8198 PG 231
PB 8 PG 177

N/F
JUDITH A
DAVILA
TAX ID°
15-1023-0039
DB 10474 PG 82

N/F
JAMES S GILLIAM
IV
TAX ID°
15-1023-0054
DB 10130 PG 164
PB 8 PG 177

N/F
AMY L CASALE
TAX ID°
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

N/F
JASON G INGRAM
TAX ID°
15-1023-0025
DB 9452 PG 270
PB 8 PG 177

N/F
GREGORY A
PHILLIPS
TAX ID°
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

ALL DRIVEWAYS IMPACTED TO BE REPLACED FROM BACK OF CURB TO BACK OF STORM DRAIN TRENCH. COST INCLUDED IN PRICE OF STORM DRAIN PIPE.

S 81°16'40.4" E
P.C. 20+47.93
Curve 1
N 00°49'41.5" E
Melanie Lane
N 87°02'02.6" E
Parks Circle
P.T. 22+41.73
EXIST R/W
STOP SIGN
SIDEWALK
CONCRETE DRIVEWAY
HEDGE LINE
DDI
NO ACCESS
TOP=962.22
BOTTOM=959.44
REMOVE 24" CMP
RIPRAP
LANDSCAPE
DEAD END SIGN
WOOD FENCE
SILT FENCE, TP A
CP G-1
CP G-2
A-1
A-2
A-3
A-4
Sd1-NS
SN-1-PS
20+00
21+00
22+00
23+00
10:00
11:00
12:00
13:00
14:00
18"

MATCH LINE - STA 23+00
SEE SHEET 13-0002

CONTROL POINTS

| POINT NO. | NORTHING | EASTING | ELEVATION | LOCATION | |
|---|---|---|---|---|---|
| CP G-1 | 1492593.35 | 2191675.97 | 962.60' | MELANIE LN | STA. 10+25.47 18.11' RT. |
| CP G-2 | 1492967.44 | 2191680.13 | 966.55' | MELANIE LN | STA. 13+99.57 16.87' RT. |

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

**CONSTRUCTION PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No. 13-0001

ALL DRIVEWAYS IMPACTED TO BE REPLACED FROM BACK OF CURB TO BACK OF STORM DRAIN TRENCH. COST INCLUDED IN PRICE OF STORM DRAIN PIPE.

REMOVE 2 OAK TREES AND 2 CREPE MYRTLES IF ROOT ZONES IMPACTED. COST INCLUDED IN GRADING COMPLETE.

N/F
AMY L CASALE
TAX ID#
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

N/F
LARRY L GRIFFIN
TAX ID#
15-1023-0048
DB 10564 PG 483
PB 8 PG 177

N/F
MELANIE GRIFFIN
TAX ID#
15-1023-0047
DB 13471 PG 489
PB 8 PG 177

N/F
CARANAM LLC
TAX ID#
15-1023-0046
DB 13430 PG 17
PB 8 PG 177

N/F
SRP SUB LLC
TAX ID#
15-1023-0027
DB 14183 PG 1260
PB 8 PG 177

23+00 | 24+00 | 25+00 | 26+00 | 27+00

MATCH LINE - STA 23+00
SEE SHEET 13-0001

SILT FENCE, TP A

10"OAK | 20"OAK | 18"OAK | CREPE MYRTLE | CONCRETE DRIVEWAY | LANDSCAPE | BLOCK WALL | SHRUB | CROSSTIE STAIRCASE

Sd1-NS | EXIST R/W | 18" | A-5 | A-6 | A-7

CB TOP=929.77 OUT=923.47

30"CMP

CB TOP=928.20 IN=921.95 OUT=921.77

N 87°02'02.6" E

Parks Circle

CP G-3

| CONTROL POINTS | | | | | |
|---|---|---|---|---|---|
| POINT NO. | NORTHING | EASTING | ELEVATION | LOCATION | |
| CP G-3 | 1492561.71 | 2191972.94 | 941.86' | MELANIE LN | STA.24+41.28 15.75' RT. |

N/F
GREGORY A
PHILLIPS
TAX ID#
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

N/F
TIMOTHY E
SULLIVAN
TAX ID#
15-1023-0014
DB 1962 PG 131
PB 8 PG 177

N/F
RICHARD DOBBS
TAX ID#
15-1023-0055
DB 10292 PG 201
PB 8 PG 177

N/F
JOHN D REINHARD
TAX ID#
15-1023-0056
DB 960 PG 235
PB 8 PG 177

N/F
MICHAEL BRANDON
BIEHL
TAX ID#
15-1023-0028
DB 12903 PG 232
PB 8 PG 177

N/F
SHERI L BOYE
TAX ID#
15-1023-0021
DB 5417 PG 100
PB 8 PG 177

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

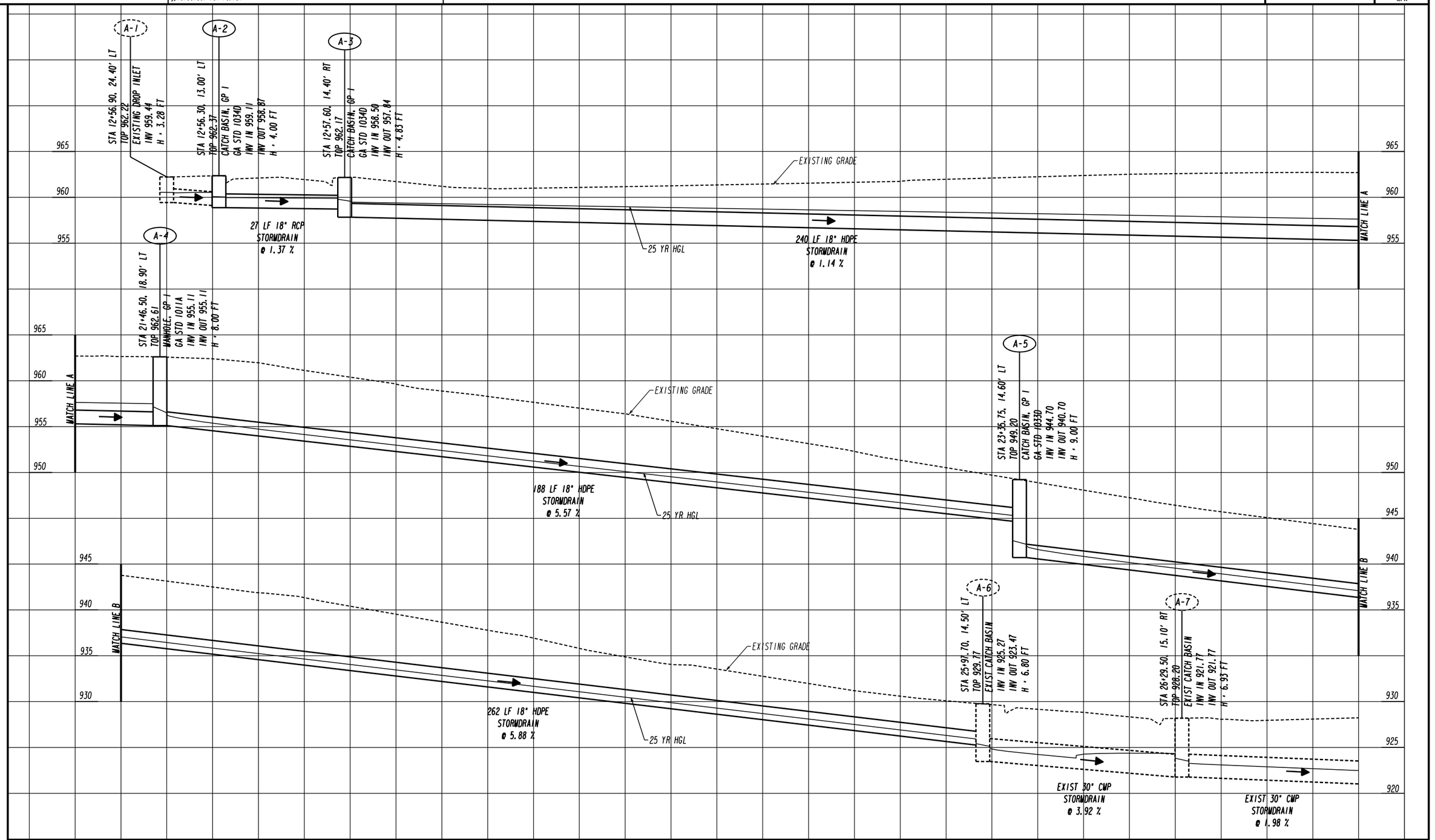
SCALE IN FEET
0 20 40 80

REVISION DATES

**CONSTRUCTION PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | |
|---|---|---|---|
| CHECKED: | | DATE: | |
| BACKCHECKED: | | DATE: | |
| CORRECTED: | | DATE: | |
| VERIFIED: | | DATE: | |

DRAWING No. 13-0002




CALCO ENGINEERING

HORIZ. SCALE IN FEET 0 10 20

VERT. SCALE IN FEET 0 5 10

REVISION DATES

**DRAINAGE PROFILES**
MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | |
|---|---|---|---|
| CHECKED: | | DATE: | |
| BACKCHECKED: | | DATE: | |
| CORRECTED: | | DATE: | |
| VERIFIED: | | DATE: | |

DRAWING No. 22-0001

| | EXISTING | TO BE REMOVED | PROPOSED | TYPE OF UTILITY |
|---|---|---|---|---|
| OVERHEAD | E | E | E | ELECTRIC |
| | E-T | E-T | E-T | ELECTRIC, TELECOMMUNICATION |
| | E-TV | E-TV | E-TV | ELECTRIC, CABLE TV |
| | E-TC | E-TC | E-TC | ELECTRIC TRAFFIC CONTROL |
| | E-T-TV | E-T-TV | E-T-TV | ELECTRIC, TELECOMMUNICATIONS, CABLE TV |
| | E-T-TV-TC | E-T-TV-TC | E-T-TV-TC | ELECTRIC, TELECOMMUNICATIONS, CABLE TV, TRAFFIC CONTROL |
| | E-TV-TC | E-TV-TC | E-TV-TC | ELECTRIC, CABLE TV, TRAFFIC CONTROL |
| | E-T-TC | E-T-TC | E-T-TC | ELECTRIC, TELECOMMUNICATIONS, TRAFFIC CONTROL |
| | GW | GW | GW | GUY WIRE |
| | T | T | T | TELECOMMUNICATIONS |
| | T-TC | T-TC | T-TC | TELECOMMUNICATIONS, TRAFFIC CONTROL |
| | T-TV-TC | T-TV-TC | T-TV-TC | TELECOMMUNICATIONS, CABLE TV, TRAFFIC CONTROL |
| | T-TV | T-TV | T-TV | TELECOMMUNICATIONS, CABLE TV |
| | TV | TV | TV | CABLE TV |
| | TV-TC | TV-TC | TV-TC | CABLE TV, TRAFFIC CONTROL |
| | | | | TRAFFIC CONTROL |
| UNDERGROUND | E | E | E | ELECTRIC (QL-D) |
| | E(C) | E(C) | | ELECTRIC (QL-C) |
| | E(B) | E(B) | | ELECTRIC (QL-B) |
| | T | T | T | TELECOMMUNICATIONS (QL-D) |
| | T(C) | T(C) | | TELECOMMUNICATIONS (QL-C) |
| | T(B) | T(B) | | TELECOMMUNICATIONS (QL-B) |
| | TV | TV | TV | CABLE TV (QL-D) |
| | TV(C) | TV(C) | | CABLE TV (QL-C) |
| | TV(B) | TV(B) | | CABLE TV (QL-B) |
| | W | W | W | WATER (QL-D) |
| | W(C) | W(C) | | WATER (QL-C) |
| | W(B) | W(B) | | WATER (QL-B) |
| | **W | **W | **W | WATER FOR LABELED PIPE SIZES (QL-D) |
| | **W(C) | **W(C) | | WATER FOR LABELED PIPE SIZES (QL-C) |
| | **W(B) | **W(B) | | WATER FOR LABELED PIPE SIZES (QL-B) |
| | NW | NW | NW | NON-POTABLE WATER (QL-D) |
| | NW(C) | NW(C) | | NON-POTABLE WATER (QL-C) |
| | NW(B) | NW(B) | | NON-POTABLE WATER (QL-B) |
| | **NW | **NW | **NW | NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-D) |
| | **NW(C) | **NW(C) | | NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-C) |
| | **NW(B) | **NW(B) | | NON-POTABLE WATER FOR LABELED PIPE SIZES (QL-B) |
| | STM | STM | STM | STEAM (QL-D) |
| | STM(C) | STM(C) | | STEAM (QL-C) |
| | STM(B) | STM(B) | | STEAM (QL-B) |
| | **STM | **STM | **STM | STEAM FOR LABELED PIPE SIZES (QL-D) |
| | **STM(C) | **STM(C) | | STEAM FOR LABELED PIPE SIZES (QL-C) |
| | **STM(B) | **STM(B) | | STEAM FOR LABELED PIPE SIZES (QL-B) |
| | SS | SS | SS | SANITARY SEWER WITH FLOW DIRECTION (QL-D) |
| | SS(C) | SS(C) | | SANITARY SEWER WITH FLOW DIRECTION (QL-C) |
| | SS(B) | SS(B) | | SANITARY SEWER WITH FLOW DIRECTION (QL-B) |
| | Σ**SS | Σ**SS | Σ**SS | SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-D) |
| | Σ**SS(C) | Σ**SS(C) | | SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-C) |
| | Σ**SS(B) | Σ**SS(B) | | SANITARY SEWER WITH FLOW DIRECTION FOR LABELED PIPE SIZES (QL-B) |
| | SFM | SFM | SFM | SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-D) |
| | SFM(C) | SFM(C) | | SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-C) |
| | SFM(B) | SFM(B) | | SANITARY SEWER FORCE MAIN WITH FLOW DIRECTION (QL-B) |
| | G | G | G | GAS (QL-D) |
| | G(C) | G(C) | | GAS (QL-C) |
| | G(B) | G(B) | | GAS (QL-B) |
| | **G | **G | **G | GAS FOR LABELED PIPE SIZES (QL-D) |
| | **G(C) | **G(C) | | GAS FOR LABELED PIPE SIZES (QL-C) |
| | **G(B) | **G(B) | | GAS FOR LABELED PIPE SIZES (QL-B) |
| | P | P | P | PETROLEUM (QL-D) |
| | P(C) | P(C) | | PETROLEUM (QL-C) |
| | P(B) | P(B) | | PETROLEUM (QL-B) |
| | **P | **P | **P | PETROLEUM FOR LABELED PIPE SIZES (QL-D) |
| | **P(C) | **P(C) | | PETROLEUM FOR LABELED PIPE SIZES (QL-C) |
| | **P(B) | **P(B) | | PETROLEUM FOR LABELED PIPE SIZES (QL-B) |
| | TC | TC | TC | TRAFFIC CONTROL (QL-D) |
| | TC(C) | TC(C) | | TRAFFIC CONTROL (QL-C) |
| | TC(B) | TC(B) | | TRAFFIC CONTROL (QL-B) |
| | UNK(B) | UNK(B) | | UNKNOWN UTILITY FOUND IN SUE INVESTIGATION (QL-B) |

| EXISTING | PROPOSED | TEMPORARY | |
|---|---|---|---|
| E | E | E | ELECTRIC MANHOLE |
| H | H | H | HAND HOLE |
| E | E | E | TRANSFORMER |
| E | E | E | ELECTRIC METER |
| | | | UTILITY POLE/GUY POLE |
| | | | LIGHT POLE |
| | | | GUY ANCHOR |
| E | E | E | ELECTRIC BOX |
| M | M | M | MARKER |
| T | T | T | TELECOMMUNICATIONS MANHOLE |
| T | T | T | TELECOMMUNICATIONS PEDESTAL |
| X | X | X | SPLICE BOX |
| SLC | SLC | SLC | SUBCRIBER LOOP CARRIER (aka "SLICK") |
| | | | CABINET |
| | | | PHONE BOOTH |
| | | | CABLE TV PEDESTAL |
| TV | TV | TV | CABLE TV MANHOLE |
| W | W | W | WATER VALVE |
| W | W | W | WATER METER |
| W | W | W | WATER MANHOLE |
| | | | FIRE HYDRANT ASSEMBLY, 6" DIP (INCLUDES ASSOCIATED VALVE) |
| BFP | BFP | BFP | BACKFLOW PREVENTER |
| PIV | PIV | PIV | PRESSURE INDICATOR VALVE |
| ARV | ARV | ARV | AIR RELEASE VALVE |
| W | W | W | WELL |
| W | W | W | WATER VAULT |

| EXISTING | PROPOSED | TEMPORARY | |
|---|---|---|---|
| W | W | W | WATER VALVE MARKER |
| | | | STAND PIPE |
| | | | CLEANOUT |
| SS | SS | SS | SANITARY SEWER MANHOLE |
| ARV | ARV | ARV | AIR RELEASE VALVE |
| GT | GT | GT | GREASE TRAP |
| S | S | S | SANITARY SEWER FORCE MAIN VALVE |
| | | | VENT |
| G | G | G | GAS VALVE |
| G | G | G | GAS METER |
| G | G | G | GAS MANHOLE |
| GPR | GPR | GPR | GAS PRESSURE REGULATOR |
| G | G | G | GAS VAULT |
| GTS | GTS | GTS | GAS TEST STATION |
| P | P | P | PETROLEUM VALVE |
| TC | | | TRAFFIC CONTROL MANHOLE |
| | | | TRAFFIC CONTROL PEDESTRIAN SIGNAL |

MISC.

LOS — LIMITS OF OVERHEAD AND SUBSURFACE UTILITY INVESTIGATION

TH — TEST HOLE (QL-A ONLY)

EOI — END OF INFORMATION

QUALITY LEVEL (QL) DELINEATION

123 — POLE ID

A01 — SANITARY SEWER MANHOLE (SSMH) ID

C123 — CONFLICT LOCATION ID

CALCO ENGINEERING

REVISION DATES

**UTILITY PLANS**

MELANIE LANE
DRAINAGE IMPROVEMENTS

| | | | | |
|---|---|---|---|---|
| CHECKED: | | DATE: | | DRAWING No. |
| BACKCHECKED: | | DATE: | | 24-0000 |
| CORRECTED: | | DATE: | | |
| VERIFIED: | | DATE: | | |

N/F
ADRIENNA M &
DARRELL S WEEK
TAX ID#
15-1023-0023
DB 8198 PG 231
PB 8 PG 177

N/F
JUDITH A
DAVILA
TAX ID#
15-1023-0039
DB 10474 PG 82

N/F
JAMES S GILLIAM
IV
TAX ID#
15-1023-0054
DB 10130 PG 164
PB 8 PG 177

N/F
GREGORY A
PHILLIPS
TAX ID#
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

N/F
AMY L CASALE
TAX ID#
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

N/F
JASON G INGRAM
TAX ID#
15-1023-0025
DB 9452 PG 270
PB 8 PG 177

20+00 | 21+00 | 22+00 | 23+00 | 10+00 | 11+00 | 12+00 | 13+00 | 14+00

EXIST R/W | Melanie Lane | Parks Circle | STOP SIGN | SIGN | SIDEWALK | CONCRETE DRIVEWAY | HEDGE LINE | DDI NO ACCESS TOP=962.22 BOTTOM=959.44 | A-1 | A-2 | A-3 | 18" | 24" CMP | RIPRAP | LANDSCAPE | WOOD FENCE | UTILITY POLE

MATCH LINE - STA 23+00
SEE SHEET 24-0002

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

**UTILITY PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No. 24-0001

N/F
LARRY L GRIFFIN
TAX ID#
15-1023-0048
DB 10564 PG 483
PB 8 PG 177

N/F
MELANIE GRIFFIN
TAX ID#
15-1023-0047
DB 13471 PG 489
PB 8 PG 177

N/F
CARANAM LLC
TAX ID#
15-1023-0046
DB 13430 PG 17
PB 8 PG 177

N/F
SRP SUB LLC
TAX ID#
15-1023-0027
DB 14183 PG 1260
PB 8 PG 177

N/F
AMY L CASALE
TAX ID#
15-1023-0016
DB 14709 PG 1075
PB 8 PG 177

23+00
24+00
25+00
26+00
27+00

MATCH LINE - STA 23+00
SEE SHEET 24-0001

EXIST R/W
Parks Circle
A-5
A-6
A-7
10"OAK
20"OAK
18"OAK
CREPE MYRTLE
SHRUB
CONCRETE DRIVEWAY
LANDSCAPE
BLOCK WALL
CROSSTIE STAIRCASE
30" CMP
CB
UP=929.27
IN=923.47
OUT=923.47
UP=928.70
IN=921.95
OUT=921.77

N/F
GREGORY A
PHILLIPS
TAX ID#
15-1023-0038
DB 14041 PG 309
PB 8 PG 177

N/F
TIMOTHY E
SULLIVAN
TAX ID#
15-1023-0014
DB 1962 PG 131
PB 8 PG 177

N/F
RICHARD DOBBS
TAX ID#
15-1023-0055
DB 10292 PG 201
PB 8 PG 177

N/F
JOHN D REINHARD
TAX ID#
15-1023-0056
DB 960 PG 235
PB 8 PG 177

N/F
MICHAEL BRANDON
BIEHL
TAX ID#
15-1023-0028
DB 12903 PG 232
PB 8 PG 177

N/F
SHERI L BOYE
TAX ID#
15-1023-0021
DB 5417 PG 100
PB 8 PG 177

N

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

**UTILITY PLAN**
MELANIE LANE
DRAINAGE IMPROVEMENTS

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

DRAWING No. 24-0002 220

10/23/2015 GPLN

# Melanie Lane Drainage Improvements



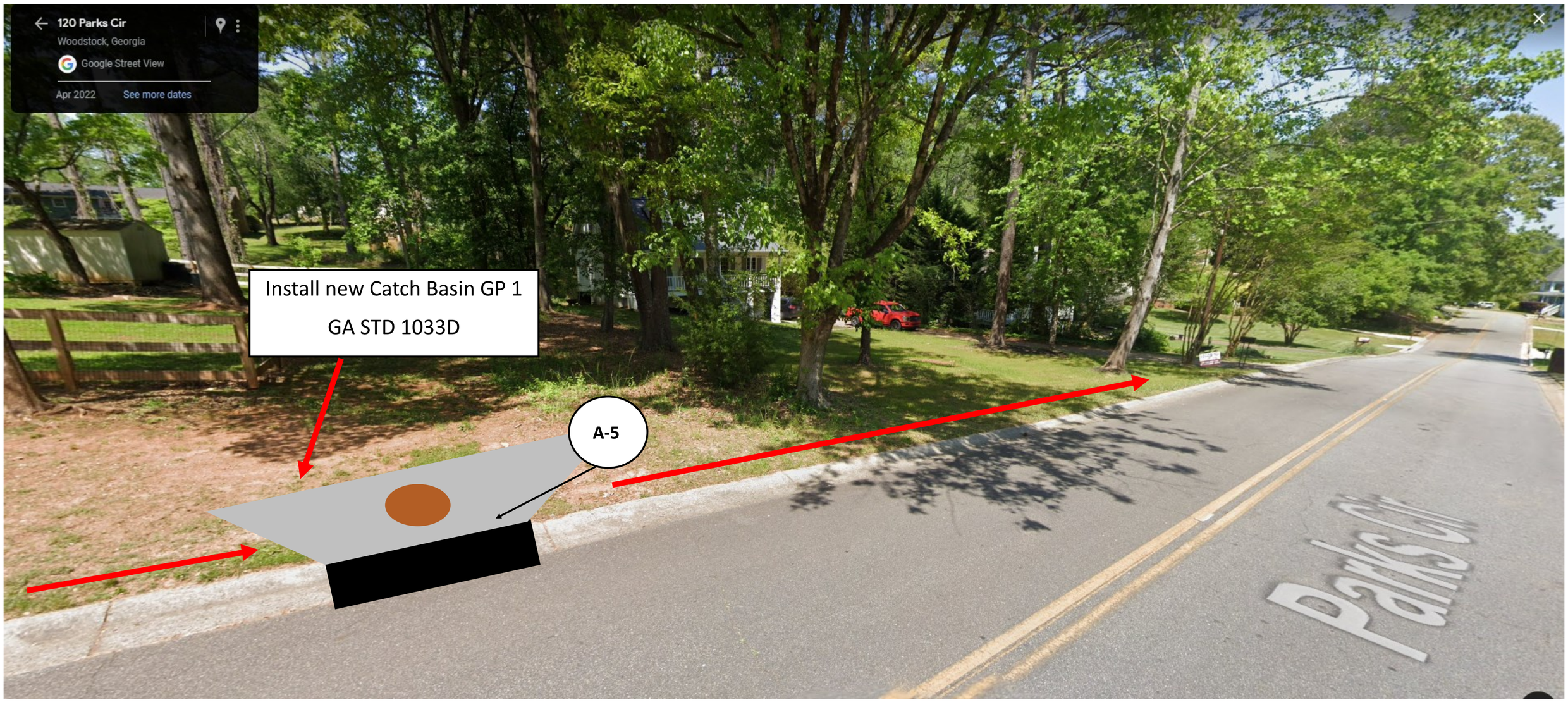
# Melanie Lane Drainage Improvements



# Melanie Lane Drainage Improvements



# Melanie Lane Drainage Improvements



# Melanie Lane Drainage Improvements



## EXHIBIT F VENDOR CONFLICT OF INTEREST

See following page(s).

City of Woodstock, Georgia

## VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Woodstock, Georgia must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City's conflict interest policies as stated within the certification section below. If a vendor has a relationship with a City official or employee, an immediate family member of a City official or employee, the vendor shall disclose the information required below.

**Certification**: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

| Vendor Name | Vendor Phone Number |
|---|---|
| | |
| **Conflict of Interest Disclosure*** | |
| Name of City of Woodstock, Georgia employees, elected officials, or immediate family members with whom there may be a potential conflict of interest. | ☐ Relationship to employee _____<br>☐ Interest in vendor's company _____<br>☐ Other _____ |
| *Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City; vendor will be exempt from doing business with the City. | |

I certify that the information provided is true and correct by my signature below.

_____ _____ _____

Signature of Authorized Representative | Date | Printed Name and Title of Authorized Representative

**PROCUREMENT USE ONLY**

___ Yes, named employee was involved in Bid/ Proposal process.

___ No, named employee was involved in procurement process or decision.

**2024 - 05 - Melanie Lane Drainage Improvements**
**September 19, 10:00 A.M.**
**Bid Tabulation - As Read**

| Firm Name | Total Cost as Read | |
|---|---|---|
| Baldwin Paving | $ 219,260.00 | |
| Blount Construction Company | $ 184,551.17 | |
| DAF Concrete | $ 150,735.00 | Apparent Low Bidder |
| R&B Developer Inc | $ 202,820.00 | |
| Site Engineering Inc | $ 262,210.00 | |
| Sol Construction LLC | $ 159,173.00 | |
| Summit Construction & Development LLC | $ 198,779.00 | |
| V Engineering and Construction | $ 249,262.00 | |
| Vertical Earth Inc | $ 227,063.24 | |
| | | |
| | | |
| | | |

**AGENDA ITEM NO. 7.11**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Jamie Palmer, Public Works |
| **ITEM TYPE:** | Contracts, Agreements, Leases |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Water Well Filtering Project** |
| **SUGGESTED ACTION:** | This project adds carbon activated filtering processes at 4 groundwater locations, in anticipation of new 2024 standards for drinking water. |

**ATTACHMENTS:**
PFAS.pdf

RINDT

ENGINEERING + ENVIRONMENTAL

September 28, 2023

Mr. Rob Hogan
Assistant City Manager
Public Works
City Hall
12453 Hwy 92
Woodstock, Georgia 30188
By email: Rob Hogan rhogan@woodstockga.gov

Re: PFAS Strategy

Dear Rob:

PFAS, known as the "forever chemical," has been detected in trace amounts in the City's water supply wells. PFAS compounds exist in numerous shapes and sizes. There were four of the regulated PFAS compounds detected. Two of the detected compounds were found to exist at levels slightly above the EPA's proposed regulatory limit of 4 parts per trillion (ppt), and the other two PFAS compounds were found to exist at levels below the unitless 1 in the "hazard index" calculation. To put 4 ppt in perspective, it is equivalent to 1 second in 7,927 years. Or, the blinking of the eye (0.1 second) in 793 years.

Various scientific articles have indicated that a proper treatment to remove PFAS compounds in water is the use of granular activated carbon (GAC). GAC serves as an adsorbent material that traps the PFAS (along with some other soluble compounds) as the water flows through a container containing GAC. As the GAC becomes saturated with these compounds, it must be exchanged for new GAC. For the Woodstock wells, this changeout frequency is estimated to be every 2 to 3 years. The City has received a quotation from Crystal Quest for eight GAC canisters to be installed in four Woodstock wells (2 in each of the four wells). The fifth well (Bently) is already utilizing GAC. I recommend implementation of this plan. By implementing this plan, the PFAS compounds will be removed to below the EPA recommended (soon to be required) levels. For compatibility with existing systems and availability from an existing provider, we recommend this purchase, to be combined with in-house installation according to engineering specifications.

Please let me know if I can be of any further assistance.

Very truly yours,
RINDT, Inc.

Brian A. Rindt, P.E.
Principal

**Crystal Quest**
55 Chastain Rd
Kennesaw, GA 30144 US
help@crystalquest.com
www.crystalquest.com

(1)

# Quotation

**ADDRESS**
Brian Rindt
Rindt Engineering

**SHIP TO**
Freight Cost TBD

**QUOTATION #** 115038
**DATE** 08/30/2023

**SALES PERSON**
Stuart Gardner

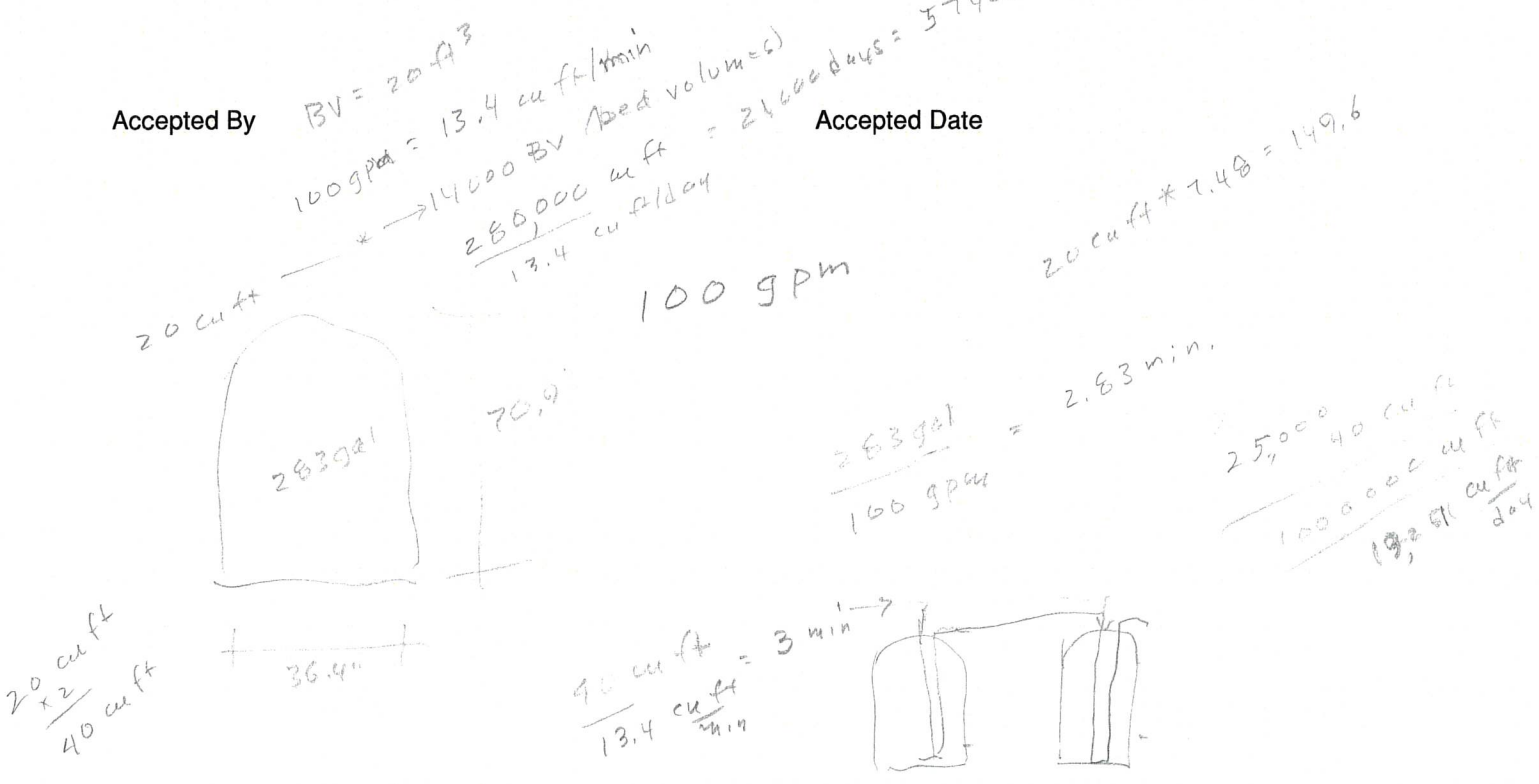
| DESCRIPTION | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **CQE-CO-02056** | Commercial GAC Water Filter System<br>- 20 Cu. Ft.<br>- 3" Automatic Backwashing Valve<br>- 36x72 FRP Pressure Vessel | 2 | 14,218.00 | 28,436.00 |

Rivercrest Well

| | |
|---|---|
| SUBTOTAL | 28,436.00 |
| TAX | 0.00 |
| TOTAL | **USD 28,436.00** |

Accepted By

Accepted Date



**Crystal Quest**
55 Chastain Rd
Kennesaw, GA 30144 US
help@crystalquest.com
www.crystalquest.com

(2)

# Quotation

**ADDRESS**
Brian Rindt
Rindt Engineering

**SHIP TO**
Freight Cost TBD

**QUOTATION #** 115037
**DATE** 08/30/2023

**SALES PERSON**
Stuart Gardner

| DESCRIPTION | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **CQE-CO-02056** | Commercial GAC Water Filter System<br>- 20 Cu. Ft.<br>- 3" Automatic Backwashing Valve<br>- 36x72 FRP Pressure Vessel | 2 | 14,218.00 | 28,436.00 |

Tennis Well

| | |
|---|---|
| SUBTOTAL | 28,436.00 |
| TAX | 0.00 |
| TOTAL | **USD 28,436.00** |

Accepted By

Accepted Date

80 gpm

**Crystal Quest**
55 Chastain Rd
Kennesaw, GA 30144 US
help@crystalquest.com
www.crystalquest.com

(3)

# Quotation

**ADDRESS**
Brian Rindt
Rindt Engineering

**SHIP TO**
Freight Cost TBD

**QUOTATION #** 115035
**DATE** 08/30/2023

**SALES PERSON**
Stuart Gardner

| DESCRIPTION | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **CQE-CO-02055** | Commercial GAC Water Filter System<br>- 15 Cu. Ft.<br>- 2" Automatic Backwashing Valve<br>- 30x72 FRP Pressure Vessel | 2 | 7,924.00 | 15,848.00 |

C-2 ALT Well

| | |
|---|---|
| SUBTOTAL | 15,848.00 |
| TAX | 0.00 |
| TOTAL | **USD 15,848.00** |

Accepted By

Accepted Date

70 gpm

**Crystal Quest**
55 Chastain Rd
Kennesaw, GA 30144 US
help@crystalquest.com
www.crystalquest.com

(4)

# Quotation

**ADDRESS**
Brian Rindt
Rindt Engineering

**SHIP TO**
Freight Cost TBD

**QUOTATION #** 115036
**DATE** 08/30/2023

**SALES PERSON**
Stuart Gardner

| DESCRIPTION | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **CQE-CO-02055** | Commercial GAC Water Filter System<br>- 15 Cu. Ft.<br>- 2" Automatic Backwashing Valve<br>- 30x72 FRP Pressure Vessel | 2 | 7,924.00 | 15,848.00 |

Track Well

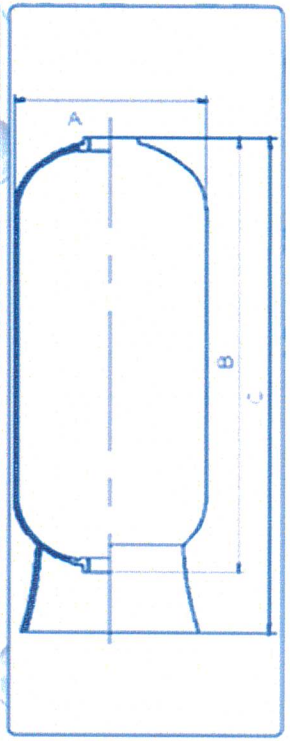
| | |
|---|---|
| SUBTOTAL | 15,848.00 |
| TAX | 0.00 |
| TOTAL | **USD 15,848.00** |

Accepted By

Accepted Date

60 gpm

| No. | Size | | Liner Material | Opening | | A Diameter | | B Height Without Base | | C Height With Base | | Capacity | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | (In) | (mm) | | Top | Bottom | (In) | (mm) | (In) | (mm) | (In) | (mm) | Gallons | Liters |
| 1 | 18×65 | 450×1650 | PE | 4"Threaded | N/A | 18.5 | 470 | 65.6 | 1665 | 74.9 | 1902 | 66.8 | 253 |
| 2 | | | | 4"Threaded | 4"Threaded | 18.5 | 470 | 65.6 | 1665 | 74.9 | 1902 | 66.8 | 253 |
| 3 | 20×72 | 500×1800 | PE | 4"Threaded | N/A | 20.5 | 520 | 70.9 | 1800 | 80.4 | 2042 | 89 | 337 |
| 4 | | | | 4"Threaded | 4"Threaded | 20.5 | 520 | 70.9 | 1800 | 80.4 | 2042 | 89 | 337 |
| 5 | 21×62 | 530×1600 | PE | 4"Threaded | N/A | 21.7 | 550 | 63 | 1600 | 72.5 | 1842 | 88 | 333 |
| 6 | | | | 4"Threaded | 4"Threaded | 21.7 | 550 | 63 | 1600 | 72.5 | 1842 | 88 | 333 |
| 7 | 24×72 | 600×1800 | PE | 4"Threaded | N/A | 24.4 | 620 | 70.9 | 1800 | 80.4 | 2042 | 126.8 | 480 |
| 8 | | | | 4"Threaded | 4"Threaded | 24.4 | 620 | 70.9 | 1800 | 80.4 | 2042 | 126.8 | 480 |
| 9 | 30×72 | 750×1800 | PE | 4"Threaded | N/A | 30.5 | 775 | 70.9 | 1800 | 80.5 | 2045 | 195.5 | 740 |
| 10 | | | | 4"Threaded | 4"Threaded | 30.5 | 775 | 70.9 | 1800 | 80.5 | 2045 | 195.5 | 740 |
| 11 | 36×72 | 900×1800 | PE | 4"Threaded | N/A | 36.4 | 925 | 70.9 | 1800 | 84.4 | 2145 | 283 | 1071 |
| 12 | | | | 4"Threaded | 4"Threaded | 36.4 | 925 | 70.9 | 1800 | 84.4 | 2145 | 283 | 1071 |
| 13 | 40×72 | 1000×1800 | PE | 6" FLG | 6" FLG | 40.4 | 1025 | 70.9 | 1800 | 84.6 | 2148 | 338.7 | 1282 |
| 14 | 48×72 | 1200×1800 | FRP | 6" FLG | 6" FLG | 48.2 | 1225 | 70.9 | 1800 | 82.9 | 2105 | 477.7 | 1808 |
| 15 | 48X86 | 1200x 2150 | FRP | 6" FLG | 6" FLG | 48.2 | 1225 | 84.69 | 2150 | 96.31 | 2445 | 538.4 | 2035 |



**Per- and polyfluoroalkyl substances removal with granular activated carbon and a specialty adsorbent: A case study**

Using the results of the individual RSSCT columns, the BVs treated to reach an effluent concentration of 2 ng/L for each individual PFAS were estimated. When needed, a linear extrapolation of the data was used to estimate the projected time to 2 ng/L. The results are summarized in Figure 14 for the four PFAS chemicals with a starting concentration above 2 ng/L. The figure contains two sections: One section presents the projected range of 1000's of BVs treated, and one section presents the equivalent range of months of operation under an EBCT of 7.5 min for GAC and 2 min for FS200. The range presented for each condition was based on a ± 20% of the value predicted by the RSSCT results. For PFNA, the BVs to 2-ng/L for the GAC C profiles could not be projected and are thus presented in Figure 14 as >200,000 BVs. For the FS200 results, since none of the four PFAS chemicals broke through above the MDL of 0.39 ng/L over the entire run of 300,000 BVs, Figure 14 only shows a range of >300,000 BVs and >14 months of operation at a 2-min EBCT. The effect of the difference in EBCT between the full-scale GAC contactors simulated and those of the FS200 is highlighted in the ranges shown in Figure 14. Specifically, while FS200 is projected to treat more than 300,000 BVs compared to a range of 100,000 to 240,000 BVs treated by the three GACs, its replacement frequency may be higher than that of the GAC.

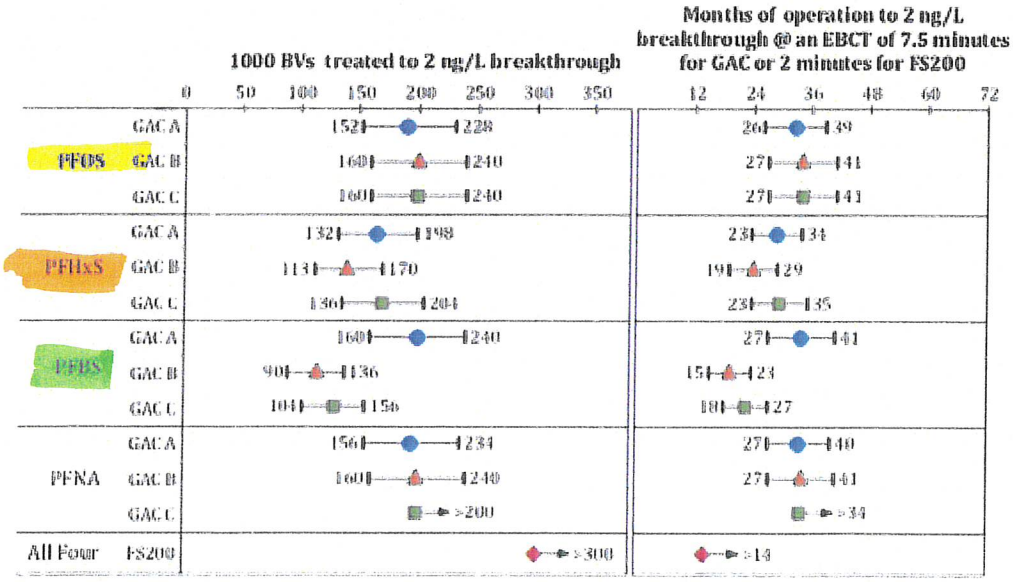



FIGURE 14

The results of PFAS removal with FS200 are presented in Figures 12 and 13. As discussed earlier, the FS200 RSSCT was operated for just over 300,000 BVs. However, no breakthrough past the MDL of 0.39 ng/L was detected for any of the PFAS chemicals monitored with the exception of PFHxA. The influent concentrations of six of the PFAS chemicals are shown in Figure 12 along with their effluent concentration (× symbol in Figure 12). On the other hand, Figure 13 shows that FS200 had a much lower capacity for PFHxA. Although the influent PFHxA concentration was below 2 ng/L, it began to break through past the MDL after 30,000 BVs and reached 100% breakthrough within 250,000 BVs of water treated (~12 months of operation at an EBCT of 2 min). The reason for the much lower capacity of FS200 for PFHxA compared to that for all the other PFAS analyzed in this study is unclear at this time.

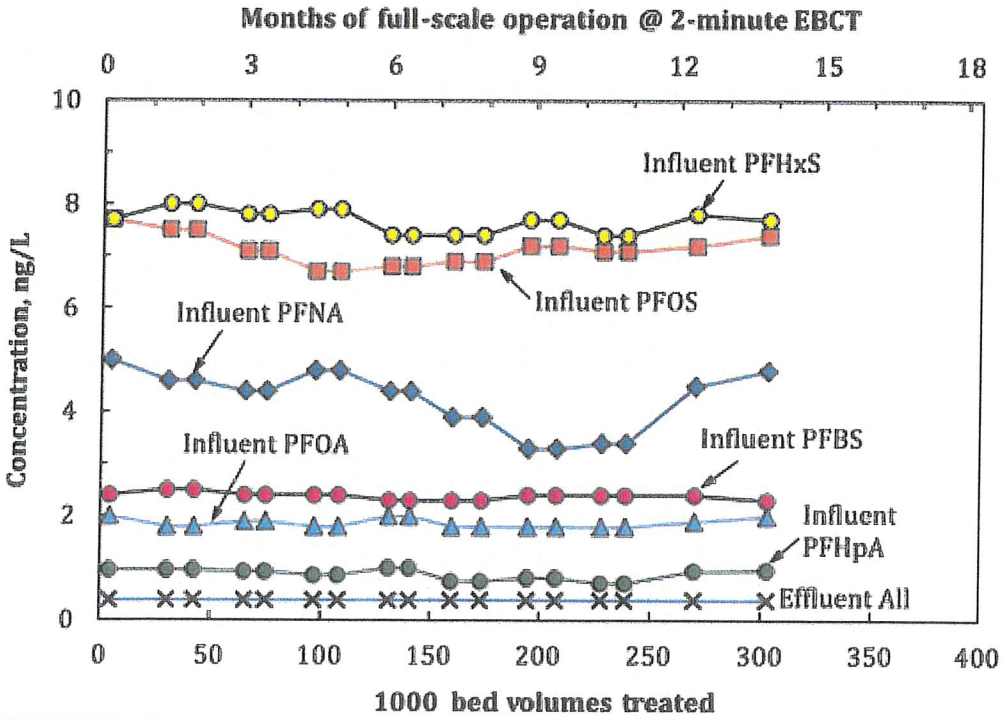



FIGURE 12

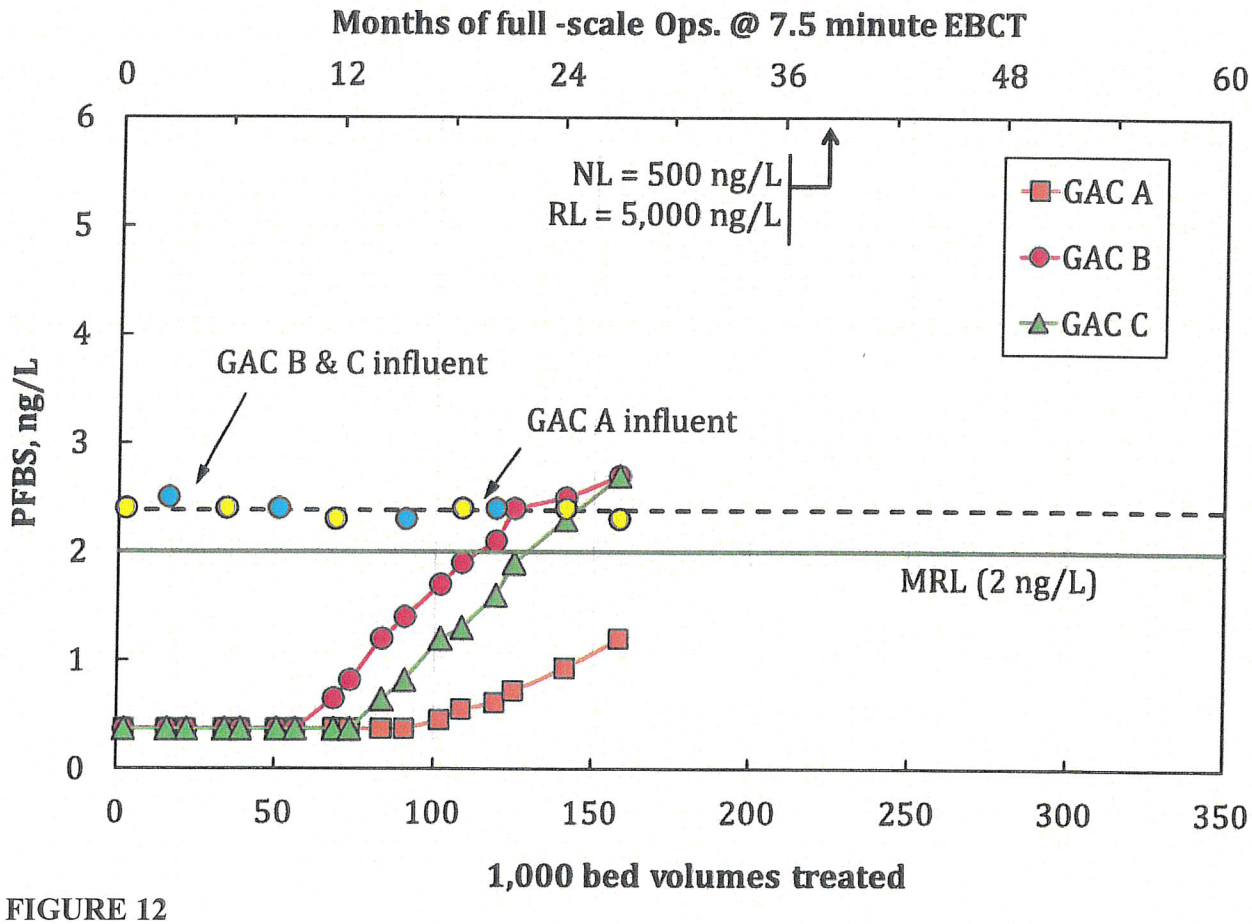

Months of full -scale Ops. @ 7.5 minute EBCT
0
12
24
36
48
60
6
5
4
3
2
1
0
NL = 500 ng/L
RL = 5,000 ng/L
GAC A
GAC B
GAC C
GAC B & C influent
GAC A influent
MRL (2 ng/L)
PFBS, ng/L
0
50
100
150
200
250
300
350
1,000 bed volumes treated

FIGURE 12

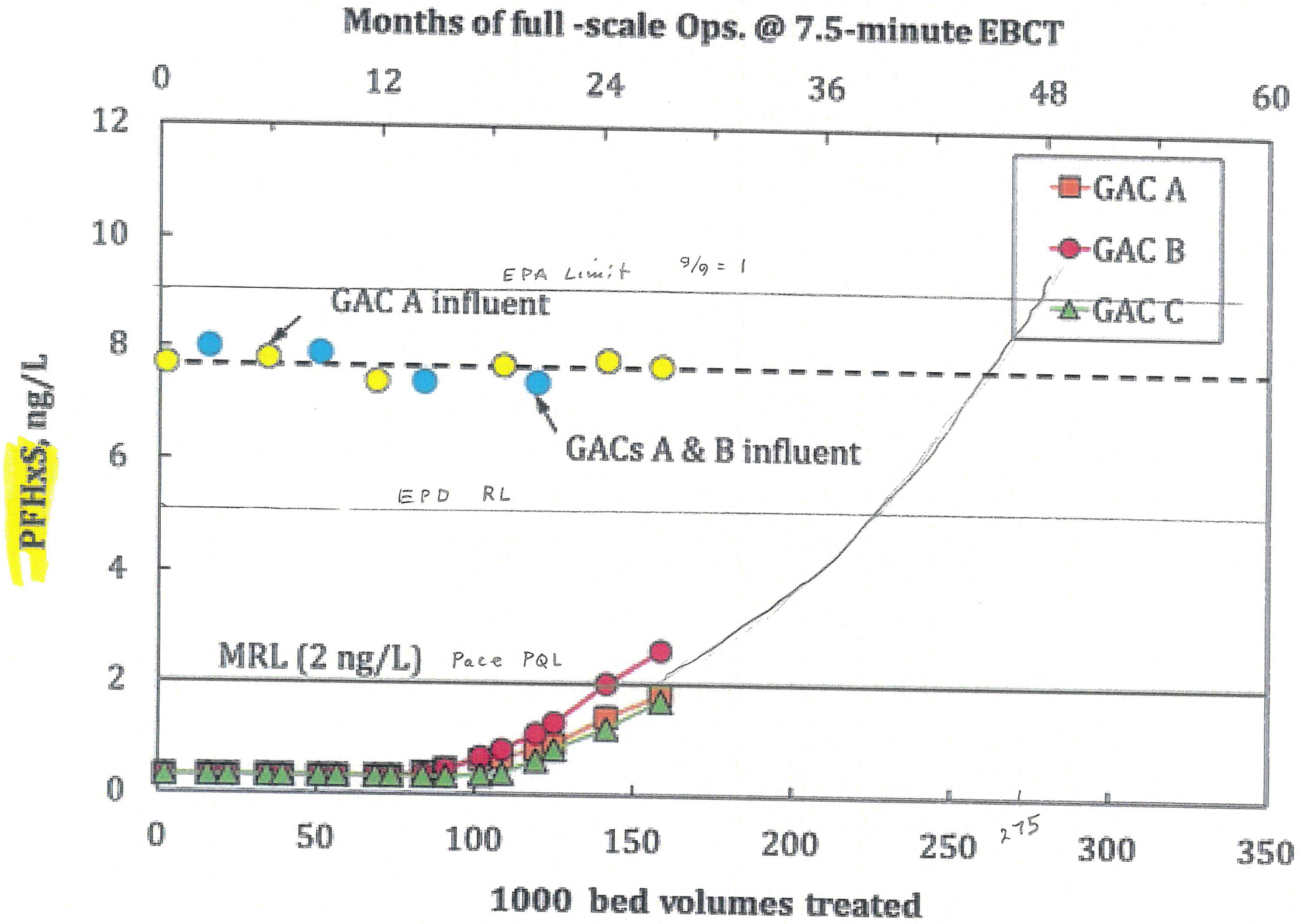
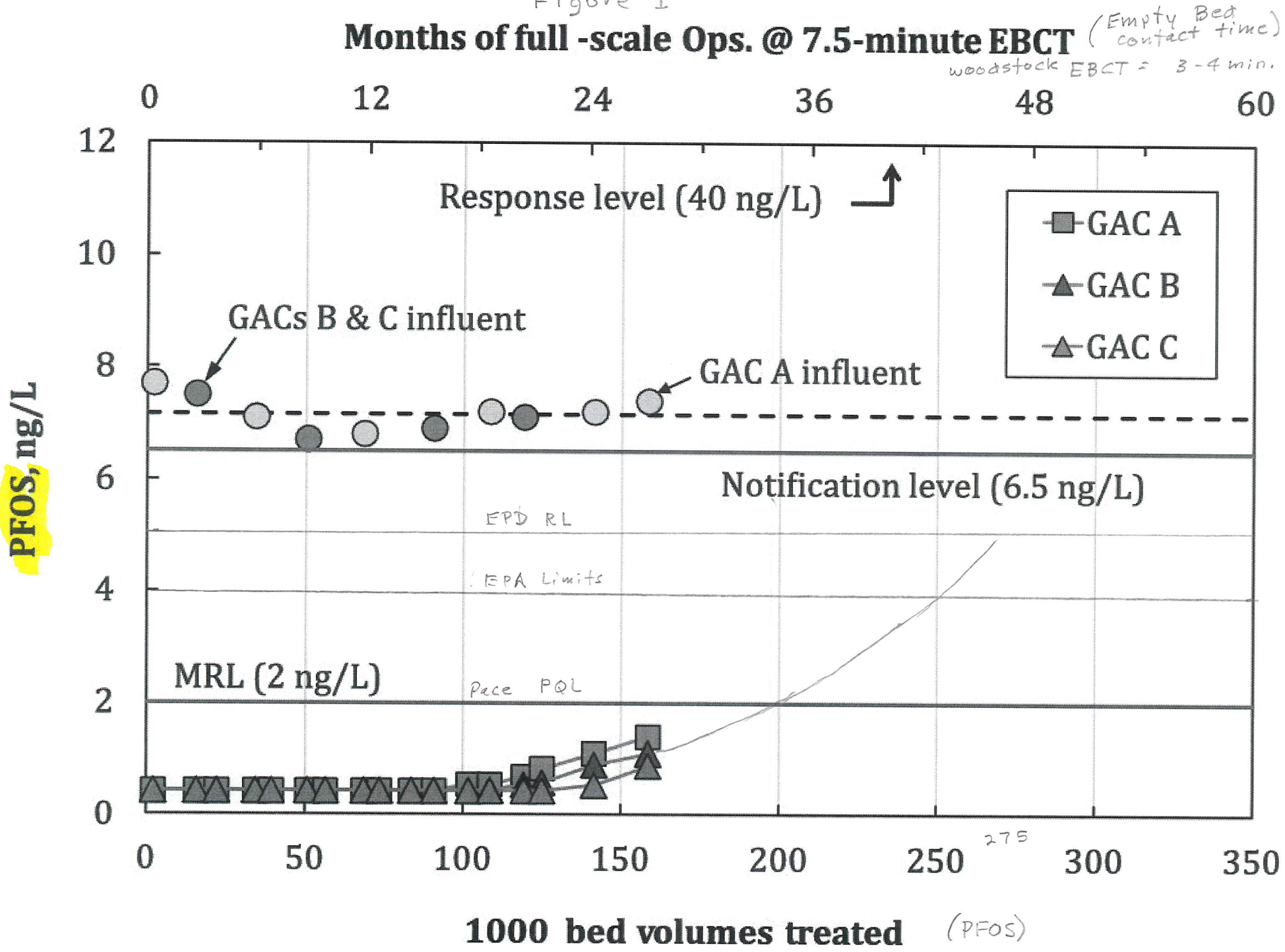

Months of full -scale Ops. @ 7.5-minute EBCT
0
12
24
36
48
60
12
10
8
6
4
2
0
PFHxS, ng/L
EPA Limit 9/9 = 1
GAC A influent
GACs A & B influent
EPD RL
MRL (2 ng/L) Pace PQL
GAC A
GAC B
GAC C
0
50
100
150
200
250
275
300
350
1000 bed volumes treated

Figure 1


Months of full -scale Ops. @ 7.5-minute EBCT
(Empty Bed contact time)
Woodstock EBCT = 3-4 min.
0
12
24
36
48
60
12
10
8
6
4
2
0
PFOS, ng/L
Response level (40 ng/L)
GAC A
GAC B
GAC C
GACs B & C influent
GAC A influent
Notification level (6.5 ng/L)
EPD RL
EPA Limits
MRL (2 ng/L)
Pace PQL
0
50
100
150
200
250
275
300
350
1000 bed volumes treated
(PFOS)

## Woodstock PFOS and PFOA predictions based on Crystal Quest Proposal

| | chain length | highest Woodstock Levels Found (ppt) |
|---|---|---|
| PFOA | long | 10 |
| PFOS | long | 6.9 |
| PFBS | short | 10 |
| PFHxS | long | 5.8 |

Per- and polyfluoroalkyl substances removal with granular activated carbon and a specialty adsorbent: A case study

American Water Works Association

| | BV per Unit (cu ft) | BV times 2 with 2 units in series (cu ft) | 2 ng/L using shortest breakthrough (BVs) | well yields gpm | well yields cu ft/day | 2 ng/L Pace PQL breakthrough (days) | 4 ng/L EPA Limit breakthrough (days) | 5 ng/L EPD RLt breakthrough | EBCT (min) |
|---|---|---|---|---|---|---|---|---|---|
| Rivercrest | 20 | 40 | 200,000 | 100 | 19251 | 416 | 519 | 571 | 3.0 |
| Tennis | 20 | 40 | 200,000 | 80 | 15401 | 519 | 649 | 714 | 3.7 |
| Track | 15 | 30 | 200,000 | 60 | 11551 | 519 | 649 | 714 | 3.7 |
| C-2 ALT | 15 | 30 | 200,000 | 70 | 13476 | 445 | 557 | 612 | 3.2 |
| | | | | | Average = | 475 | 594 | 653 | |
| | | | | | months | 40 | 49 | 54 | |

**Environmental Sciences Europe**

| | BV per Unit (cu ft) | BV times 2 with 2 units in series (cu ft) | 2 ng/L using shortest breakthrough (BVs) | well yields gpm | well yields cu ft/day | 2 ng/L Pace PQL breakthrough (days) | 4 ng/L EPA Limit breakthrough (days) | 5 ng/L EPD RLt breakthrough | EBCT (min) |
|---|---|---|---|---|---|---|---|---|---|
| Rivercrest | 20 | 40 | 40,000 | 100 | 19251 | 83 | 104 | 114 | 3.0 |
| Tennis | 20 | 40 | 40,000 | 80 | 15401 | 104 | 130 | 143 | 3.7 |
| Track | 15 | 30 | 40,000 | 60 | 11551 | 104 | 130 | 143 | 3.7 |
| C-2 ALT | 15 | 30 | 40,000 | 70 | 13476 | 89 | 111 | 122 | 3.2 |
| | | | | | Average = | 95 | 119 | 131 | |
| | | | | | months | 8 | 10 | 11 | |

Note: Bently went for several years without having an EPD detection of 5 or greater for PFOA an PFOS.

# Woodstock Wells

Hazard Index = (GenX/10)+(PFBS/2000)+(PFNA/10)+(PFHxS/9)

**Track**

| PFBS | PFHxA | PFHpA | PFHxS | PFOS | PFOA |
|---|---|---|---|---|---|
| 5.3 | 4.8 | 2.0 | 3.8 | 5.0 | 6.1 |
| 5.8 | | | 5.2 | 7.2 | 6.4 |
| 7 | | | 5.8 | 7.9 | 6.9 |
| 7 | | | 0 | | 10 |
| Hazard Index | | 0.425 | <1 | | |
| Hazard Index | | 0.581 | <1 | | |
| Hazard Index | | 0.648 | <1 | | |
| Hazard Index | | 0.004 | <1 | | |

**Tennis**

| | | | | | |
|---|---|---|---|---|---|
| 6.4 | 4.7 | 2.1 | 3.4 | 4.0 | 5.7 |
| 7.3 | | | | | 7.6 |
| 7.5 | | | | 5.0 | 7.2 |
| 6.8 | | | | | 6.9 |
| Hazard Index | | 0.381 | <1 | | |
| Hazard Index | | 0.004 | <1 | | |
| Hazard Index | | 0.004 | <1 | | |
| Hazard Index | | 0.003 | <1 | | |

**Rivercrest**

| | | | | | |
|---|---|---|---|---|---|
| 5.2 | 3.1 | 1.3 | 2.5 | 3.0 | 3.8 |
| 6.4 | | | 0 | | 6.5 |
| 5.2 | | | 0 | | |
| 0 | | | 0 | | |
| Hazard Index | | 0.280 | <1 | | |
| Hazard Index | | 0.003 | <1 | | |
| Hazard Index | | 0.003 | <1 | | |
| Hazard Index | | 0.000 | <1 | | |

**Bently**

| | | | | | |
|---|---|---|---|---|---|
| 10 | 0 | 0 | 0 | 0 | 0 |
| Hazard Index | | 0.005 | <1 | | |

## PFAS RESULTS

| 2016 guidelines | 2022 guidelines | Lab: / DATE / results in parts per trillion | EPD 9/27/2021 Results (ng/L) | EPD 9/27/2022 Results (ng/L) | EPD 12/7/2022 Results (ng/L) | PACE 1/23/2023 Results (ng/L) |
|---|---|---|---|---|---|---|
| | | **BENTLEY** | | NOT SAMPLED | NOT SAMPLED | NOT SAMPLED |
| 70 ppt | .004 ppt | **PFOA** | **ND** | | | |
| 70 ppt | .02 ppt | **PFOS** | **ND** | | | |
| NA | 10 ppt | **PFBS** | **10.0** | | | |
| NA | 2000 ppt | **GenX** | **ND** | | | |
| | | **TRACK** | | | | |
| 70 ppt | .004 ppt | **PFOA** | **10** | **7.2** | **7.9** | **6.1** |
| 70 ppt | .02 ppt | **PFOS** | **ND** | **6.4** | **6.9** | **5.0** |
| NA | 10 ppt | **PFBS** | **7.0** | **5.8** | **7** | **5.3** |
| NA | 2000 ppt | **GenX** | **ND** | **ND** | **ND** | **ND** |
| | | **TENNIS** | | | | |
| 70 ppt | .004 ppt | **PFOA** | **6.9** | **7.2** | **7.6** | **5.7** |
| 70 ppt | .02 ppt | **PFOS** | **ND** | **5.0** | **ND** | **4.0** |
| NA | 10 ppt | **PFBS** | **6.8** | **7.5** | **7.3** | **6.4** |
| NA | 2000 ppt | **GenX** | **ND** | **ND** | **ND** | **ND** |
| | | **RIVERCREST** | | | | |
| 70 ppt | .004 ppt | **PFOA** | **6.5** | **ND** | **ND** | **3.8** |
| 70 ppt | .02 ppt | **PFOS** | **ND** | **ND** | **ND** | **3.0** |
| NA | 10 ppt | **PFBS** | **6.4** | **5.2** | **ND** | **5.2** |
| NA | 2000 ppt | **GenX** | **ND** | **ND** | **ND** | **ND** |

KEY

(PFOA) - Perfluorooctanoic acid

(PFOS) - Perfluorooctanesulfonic acid

(PFBS) - Perfluorobutanesulfonic acid

(GenX) - Hexafluoropropylene oxide dimer acid (HFPO-DA)

EPA FACT SHEET

# Understanding the PFAS National Primary Drinking Water Proposal Hazard Index

## What is a Hazard Index?

The Hazard Index is a long-established tool that EPA regularly uses, for example in the Superfund program, to understand health risk from chemical mixtures. EPA is proposing a Hazard Index MCL to limit any mixture containing one or more of PFNA, PFHxS, PFBS, and/or GenX Chemicals. The Hazard Index considers the different toxicities of PFNA, GenX Chemicals, PFHxS, and PFBS. For these PFAS, water systems would use a hazard index calculation to determine if the combined levels of these PFAS in the drinking water at that system pose a potential risk and require action.

## How do I calculate the Hazard Index?

The Hazard Index (HI) is made up of a sum of fractions. Each fraction compares the level of each PFAS measured in the water to the highest level determined not to have risk of health effects.

**Step 1.** Divide the measured concentration of Gen X by the health-based value of 10 ppt
**Step 2.** Divide the measured concentration of PFBS by the health- based value of 2000 ppt
**Step 3.** Divide the measured concentration of PFNA by the health-based value of 10 ppt
**Step 4.** Divide the measured concentration of PFHxS by the health-based value of 9 ppt
**Step 5.** Add the ratios from steps 1, 2, 3 and 4 together

**Equation**

$$\text{Hazard Index} = \left(\frac{[\text{GenX}_{\text{water}}]}{[10\text{ ppt}]}\right) + \left(\frac{[\text{PFBS}_{\text{water}}]}{[2000\text{ ppt}]}\right) + \left(\frac{[\text{PFNA}_{\text{water}}]}{[10\text{ ppt}]}\right) + \left(\frac{[\text{PFHxS}_{\text{water}}]}{[9.0\text{ ppt}]}\right)$$

**Step 6.** To determine HI compliance, repeat steps 1-5 for each sample collected in the past year and calculate the average HI for all the samples taken in the past year.
**Step 7.** If the running annual average HI greater than 1.0, it is a violation of the proposed HI MCL.

EPA FACT SHEET

# EPA's Proposal to Limit PFAS in Drinking Water

March 2023

We rely on water from the moment we wake up and make a cup of coffee to when we brush our teeth at night. Every person should have access to clean and safe drinking water. That's why the U.S. Environmental Protection Agency (EPA) is taking a key step to protect public health by proposing to establish legally enforceable levels for six PFAS known to occur in drinking water, fulfilling a foundational commitment in the Agency's PFAS Strategic Roadmap. Through this proposed rule, EPA is leveraging the most recent science and building on existing state efforts to limit PFAS and provide a nationwide, health-protective standard for these specific PFAS in drinking water.

## What are PFAS chemicals and why are they in our drinking water?

PFAS are a category of manufactured chemicals that have been used in industry and consumer products since the 1940s. PFAS have characteristics that make them useful in a variety of products, including nonstick cookware, waterproof clothing, and firefighting foam, as well as in certain manufacturing processes.

People can be exposed to PFAS in several ways. When their drinking water is contaminated with PFAS, it can be a significant portion of a person's total PFAS exposure. Exposure to PFAS over a long time, and during certain critical life stages, like during pregnancy and in developing babies, may lead to negative health effects.

PFAS can enter the environment from multiple sources, and because they tend to break down very slowly in the environment, PFAS can end up in the water sources that many communities rely on for drinking water. Reducing PFAS in drinking water helps reduce PFAS health risks.

## What is EPA doing to make our drinking water safe?

EPA is taking a key step to protect public health by proposing a National Primary Drinking Water Regulation (NPDWR) to establish legally enforceable levels, called Maximum Contaminant Levels (MCLs), for six PFAS known to occur in drinking water. The six PFAS are **PFOA, PFOS, PFNA, PFHxS, PFBS, and GenX Chemicals.**

An MCL protects public health by setting a maximum level of a contaminant allowed in drinking water which can be delivered to users of a public water system. Additionally, EPA is proposing health-based, non-enforceable Maximum Contaminant Level Goals (MCLGs) for these six PFAS. An MCLG is the maximum level of a contaminant in drinking water where there is no known or anticipated negative effect on an individual's health, allowing for a margin of safety.

## What levels EPA is proposing and what do water systems have to do?

Specifically, EPA is proposing:

- **An enforceable MCL for PFOA and PFOS.** EPA is proposing to regulate PFOA and PFOS at a level they can be reliably measured, which is 4 parts per trillion (4.0 nanograms/Liter).
- **An enforceable limit on a combination of PFNA, PFHXs, PFBS, and GenX Chemicals.** The proposed rule also would place limits on any mixture containing one or more of PFNA, PFHxS, PFBS, and/or GenX Chemicals. For these PFAS, water systems would use an approach called a hazard index, defined in the proposed rule and described later in this document, to determine if the combined levels of these PFAS

Hazard Index

pose a potential risk. This approach protects communities from the additive effects of multiple PFAS when they occur together.

- **Monitoring.** EPA is proposing requirements for monitoring for the six PFAS that build upon EPA's long established monitoring frameworks where monitoring frequency depends on previous results. The proposal also includes flexibilities allowing systems to use some previously collected data to satisfy initial monitoring requirements.
- **Public notification.** Public water systems would be required to notify the public if monitoring detects these PFAS at levels that exceed the proposed regulatory standards.
- **Treatment.** Public water systems would be required take actions to reduce the levels of these PFAS in drinking water if they exceed the proposed regulatory standards. This could include removing these chemicals through various types of treatment or switching to an alternative water supply that meets the standard.

## Are testing and treatment technologies available to remove these six PFAS?

Available technologies exist to monitor for and treat these six PFAS. Technologies capable of reducing PFAS in drinking water include granular activated carbon (GAC), anion exchange resins (AIX), reverse osmosis (RO), and nanofiltration (NF).

## What does this proposal mean?

If finalized, the proposed regulation will require public water systems to monitor for these chemicals. It will also require systems to notify the public and reduce the levels of these PFAS if levels exceed the proposed regulatory standards. EPA anticipates that over time, if fully implemented, the rule will reduce tens of thousands of PFAS-attributable illnesses or deaths.

This proposal does not require any actions for drinking water systems until the rule is finalized, and water systems will be required to meet the MCLs after a specified implementation time period. EPA anticipates finalizing the rule by the end of 2023.

## Public input on the proposal

EPA welcomes public input as part of the regulatory development process. The public is invited to review the proposal and supporting information. Comments can be provided in the public docket associated with this rulemaking at regulations.gov, identified by Docket ID Number: EPA-HQ-OW-2022-0114. Comments must be submitted to the public docket during the 60-day public comment period.

EPA will consider all public comments in informing the development of the final regulation. For more information and instructions on how to submit input to the public docket, visit: www.epa.gov/dockets/commenting-epa-dockets. EPA will also hold a virtual public hearing on May 4, 2023 where the public is invited to provide EPA with verbal comments. For more information on the public hearing and how to provide EPA with verbal and written comments, please visit: www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas.

## Is funding available?

Reducing PFAS in drinking water will likely require investments in water infrastructure. Thanks to President Biden's leadership and bipartisan action in Congress, the Bipartisan Infrastructure Law provides an unprecedented $9 billion to invest in drinking water systems impacted by PFAS and other emerging contaminants. EPA will ensure that states, Tribes, and communities get their fair share of this federal water infrastructure investment—especially in disadvantaged communities. These funds include:

- **$4 billion** in investment through the **Drinking Water State Revolving Funds**, including a requirement that states dedicate 25% of these resources to disadvantaged communities or public water systems serving fewer than 25,000 people.
- **$5 billion** to communities as grants through EPA's new **Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Program**. This program will promote access to safe and clean water in small, rural, and disadvantaged communities while supporting local economies. In February 2023, EPA announced the availability of the first $2 billion of this funding.

For more information on Bipartisan Infrastructure Law funding, visit: www.epa.gov/infrastructure.

## What if I am concerned about PFAS in my drinking water?

If you get your water from a drinking water system, reach out to your local water utility to learn about how they may be addressing PFAS as well as ask them to test the water for PFAS or to share information with you if they have already tested the water. Some public drinking water systems may not have this information. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods. Check with your state's drinking water program to see if they have issued guidance or standards for PFAS in your state and what actions they recommend or require when there is PFAS contamination. If your state does not have standards or guidance for PFAS see EPA's Health Advisory levels for certain PFAS for EPA's advice regarding these PFAS in drinking water. You may also consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. Learn about certified in-home water treatment filters.

To learn more about PFAS and steps that can be taken to reduce risks: www.epa.gov/pfas/meaningful-and-achievable-steps-you-can-take-reduce-your-risk

## What does this proposed regulation mean for households on private wells?

While the Safe Drinking Water Act does not regulate private wells and this proposed rule does not set any requirements or standards for private well owners, EPA understands that people who consume water from private wells may be concerned about contamination of their drinking water by PFAS or other contaminants. EPA has resources to help people who rely on private wells for their drinking water.

First, EPA has information on protecting private wells to prevent contamination, testing private wells and protecting your health at https://www.epa.gov/privatewells. (The Centers for Disease Control and Prevention also provides similar information about private water systems at https://www.cdc.gov/healthywater/drinking/private/index.html)

Second, if test results from an approved laboratory show levels of PFOA, PFOS, Gen X or PFBS, see EPA's PFAS health advisories Questions and Answers to learn about actions that you might consider based on your test results.

Third, State Drinking Water State Revolving Loan Fund programs may provide funding to drinking water systems to connect to households served by private wells to their drinking water system, or to form a new drinking water system that would be subject to Safe Drinking Water Act requirements. SRF funds can be used by states to provide household water quality testing for these PFAS where there is an intent to connect with a public water system, or to form a new one, and to provide temporary household or point-of-use filters while a connection to a public water system is established. For more information on these funding programs, please visit www.epa.gov/infrastructure.

## My state drinking water standard for PFAS is higher than this proposal, is my water

## safe?

This proposal is based on the latest science and if finalized, states will need to establish standards that are as strict as the federal rule. In the interim, EPA currently has Health Advisories in place to act as a guide for states and water systems. EPA's 2022 lifetime health advisory levels represent the concentration of individual PFAS (PFOA, PFOS, GenX Chemicals, and PFBS) in drinking water at below which adverse health effects are not anticipated to occur over a lifetime. It's important to note that many states and utilities are already taking action to reduce PFAS in water, and less PFAS is better over a lifetime of exposure.

If you get your water from a drinking water system, reach out to your local water utility to learn about how they may be addressing PFAS as well as ask them to test the water for PFAS or to share information with you if they have already tested the water. NOTE: Some public drinking water systems may not have this information. If you choose to test your water yourself, it is important to use a state-certified laboratory using EPA-developed testing methods. Check with your state's drinking water program to see if they have issued guidance or standards for PFAS in your state and what actions they recommend or require when there is PFAS contamination. If your state does not have standards or guidance for PFAS see EPA's Health Advisory levels for certain PFAS for EPA's advice regarding these PFAS in drinking water. You may also consider installing in-home water treatment (e.g., filters) that are certified to lower the levels of PFAS in your water. Learn about certified in-home water treatment filters.

To learn more about PFAS and steps that can be taken to reduce risks: www.epa.gov/pfas/meaningful-and-achievable-steps-you-can-take-reduce-your-risk

This is a proposed rule for public comment. It does not require any actions for drinking water systems until EPA has a chance to consider public input and the rule is finalized. Once the rule is finalized, water systems will not be required to meet the MCLs until after a specified implementation time period. EPA anticipates finalizing the rule by the end of 2023.

## Additional Background

### *What are MCLGs and MCLs?*

MCLGs are non-enforceable public health goals. MCLGs consider only public health, not the limits of detection and treatment technology effectiveness. Therefore, they are sometimes set at levels which water systems cannot meet because of technological limitations. For example, if a contaminant is a known or likely carcinogen, EPA sets the MCLG at 0. MCLGs also consider adverse health risks to sensitive groups, including infants, children, the elderly, and immuno-compromised individuals. Once the MCLG is established, EPA determines the MCL. MCLs are enforceable standards. An MCL is the maximum level of a contaminant allowed in drinking water which can be delivered to users of a public water system. For this rule proposal, EPA evaluated available methods and treatment technologies, that are shown to measure and remove these six PFAS and set the proposed MCLs as close as possible to the MCLGs. EPA also evaluated costs and benefits in determining the proposed MCLs.

### *What is a Hazard Index?*

The Hazard Index is a tool used to evaluate health risks of simultaneous exposure to mixtures of related chemicals. To prevent health risks from mixtures of certain PFAS in drinking water, EPA is proposing that water systems use this Hazard Index approach to regulate PFHxS, GenX Chemicals, PFNA, and PFBS. To determine the Hazard Index for these four PFAS, water systems would monitor and compare the amount of each PFAS in drinking water to its associated Health- Based Water Concentration (HBWC), which is the level at which no health effects are expected for that PFAS.

Water systems would add the comparison values for each PFAS contained within the mixture. If the value is greater

than 1.0, it would be an exceedance of the proposed Hazard Index MCL for these four PFAS. For ease of use, EPA intends to provide water systems with a web-based form that will automatically calculate the Hazard Index. More information on the Hazard Index, including an example of how to calculate it, can be found in the rule proposal at: www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas.

### *What are PFAS and What are their Health Effects?*

There are thousands of different PFAS, and they can be found in many different consumer, commercial, and industrial products. PFAS can enter the environment from multiple sources and because they break down very slowly, concentrations of PFAS can accumulate in people, animals, and the environment over time and can end up in the water sources that many communities rely on for drinking water.

We now know that some PFAS can cause serious health problems if you are exposed to them – even at low levels – over a long period of time. Drinking water is one of several ways people may be exposed to PFAS and reducing PFAS in drinking water helps reduce PFAS health risks. Exposure to the PFAS EPA is proposing to regulate can increase the risks of a range of health effects, including:

- Reproductive effects such as increased high blood pressure in pregnant people
- Developmental effects or delays in children, including low birth weight, bone variations, or behavioral changes
- Increased risk of some cancers, including kidney and testicular cancers
- Reduced ability of the body's immune system to fight infections, including reduced vaccine effectiveness
- Interference with the body's natural hormones, including thyroid hormones
- Increased cholesterol levels
- Liver damage

### *What Else is EPA Doing to Stop PFAS Pollution and Protect Communities?*

EPA released its PFAS Strategic Roadmap in October 2021 and has taken actions to reduce PFAS from entering the water we drink, fish, and swim; hold polluters accountable; and accelerate research that will help EPA and other agencies take future actions. EPA is committed to taking broader actions to help reduce Americans' exposure to PFAS, including:

- Monitoring thousands of drinking water systems across the country for dozens of PFAS;
- Taking final action on a proposal to designate two PFAS as "hazardous substances" to help hold polluters accountable;
- Restricting PFAS discharges to our waterways by strengthening Clean Water Act standards; and
- Finalizing chemical data and safety rules that will increase our knowledge about PFAS, allow us to act faster and more strategically, and restrict legacy PFAS from reentering production.

**To learn more about the proposed rule visit:**
www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas

**AGENDA ITEM NO. 7.12**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Robyn Adams, Administration |
| **ITEM TYPE:** | Request Council Direction |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Requesting Council to Accept the 2023 Firehouse Subs Public Safety Foundation Grant** |
| **SUGGESTED ACTION:** | The City of Woodstock on behalf of the Woodstock Fire Department has been awarded $21,129.95 through the Q4 2023 Firehouse Subs Public Safety Foundation Grant. The funds will be used to purchase a 6-seat Kawasaki Mule UTV (Utility Task Vehicle). The vehicle will be used to perform emergency response missions on terrain that fire trucks or other rescue vehicles cannot reach. It will also allow first responders to perform emergency services during events. There is no cost to the city and no match needs to be met. |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 7.13**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Robyn Adams, Administration |
| **ITEM TYPE:** | Request Council Direction |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Requesting Council to Accept the U.S. Department of Justice - Office of Justice Programs Division Patrick Leahy Bulletproof Vest Partnership Grant** |
| **SUGGESTED ACTION:** | The City of Woodstock on behalf of the Woodstock Police Department has been awarded $16,214.50 through the U.S. Department of Justice - Office of Justice Programs Division Patrick Leahy Bulletproof Vest Partnership Grant. The funds will be used to purchase bulletproof vests for the officers. There is a 50% match required. |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 7.14**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Brian Stockton, Economic Development |
| **ITEM TYPE:** | Deeds, Easements, ROW Abandonments |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **WCC Parcel 6 Quit Claim Deed** |
| **SUGGESTED ACTION:** | Attached is a quit claim deed to transfer ownership of a portion of city owned property at 100 Hubbard Road to the Downtown Development Authority. The parcel will be contained in a property swap between the DDA and the Woodstock Downtown Residential Association. As part of the City Center project, the agreed upon reconstruction of Durham Place as private access for the adjacent townhome owners will be located on the property.<br><br>Approval of the attached quit claim deed for WCC Parcel 6 to the DDA as drafted by the City Attorney and attached is requested. |

**ATTACHMENTS:**
Quitclaim Deed City to DDA Parcel 6.doc

_____ [Space Above This Line For Recording Data]_____

**RETURN TO:**
**MOORE INGRAM JOHNSON & STEELE, LLP**
**EMERSON OVERLOOK**
**326 ROSWELL STREET, SUITE 100**
**MARIETTA, GEORGIA 30060**

# QUITCLAIM DEED

**STATE OF GEORGIA**

**COUNTY OF CHEROKEE**

THIS INDENTURE made the ____ day of _____ in the year of Two Thousand Twenty-Three, between

**CITY OF WOODSTOCK, GEORGIA**

a political subdivision of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

**DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF WOODSTOCK**

a Georgia nonprofit corporation, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns, where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey, and forever QUITCLAIM unto the said Grantee

ALL THAT TRACT OR PARCEL OF LAND BEING PARCEL 6 MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF WOODSTOCK, GEORGIA

_____

(Unofficial Witness)

By:_____(Seal)
Michael Caldwell, Mayor

_____
(Notary Public)
My Commission Expires: _____

AFFIX NOTARY SEAL

Exhibit “A”

Parcel (6) - LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1067, 15th Land District of Cherokee County, Georgia, said tract lying South of Arnold Mill Road and East of the Georgia Northeastern Railroad and being more particularly described as follows:

Commencing at a point located on the R/W intersection of Hubbard Road (R/W varies) and Wheeler Street (R/W varies); Thence along said right-of-way of Wheeler Street, North 88 degrees 03 minutes 54 seconds West for a distance of 156.78 feet to a point; Thence along said right-of-way of Hubbard Road, North 01 degrees 56 minutes 06 seconds East for a distance of 144.30 feet to a point; Thence, along a curve with a radius of 226.00 feet and an arc length of 17.75 feet, with a chord bearing North 04 degrees 11 minutes 06 seconds East for a distance of 17.75 feet to a point; Thence, North 06 degrees 59 minutes 51 seconds East for a distance of 20.08 feet to a point, which is the POINT OF BEGINNING.

Thence leaving said right-of-way, North 88 degrees 04 minutes 43 seconds West for a distance of 78.40 feet to a point; Thence, North 02 degrees 28 minutes 26 seconds East for a distance of 9.63 feet to a point; Thence, along a curve with a radius of 257.18 feet and an arc length of 45.76 feet, with a chord bearing North 85 degrees 57 minutes 41 seconds East for a distance of 45.70 feet to a point; Thence, South 87 degrees 37 minutes 45 seconds East for a distance of 34.12 feet to a point; Thence, South 07 degrees 01 minutes 54 seconds West for a distance of 14.17 feet to a point;, which is the TRUE POINT OF BEGINNING.

Said tract or parcel having an area of 1,054 square feet as shown on the Woodstock City Center Parcel Exhibit by Land Engineering dated July 19, 2023, said Parcel Exhibit being attached hereto as Exhibit “B”.

Exhibit “B”

Parcel Exhibit on next page

LAND ENGINEERING
1601 S Zack Hinton Parkway
Woodstock, Georgia 30189
T 678.445.4545, F 678.214.4598
www.landengineering
Professional Seal:
811
Know what's below. Call before you dig.
Dial 811.
Notes:
Project Name:
WOODSTOCK CITY CENTER
Project Location:
WOODSTOCK DOWNTOWN
Land Lot: 1067
District: 15TH
Section: 2ND
City: WOODSTOCK
County: CHEROKEE
State: GEORGIA
Drawing Scale:
1" = 30'
Sheet Title:
PARCEL EXHIBIT
Sheet Number:
Total Sheets:
VICINITY MAP (NOT TO SCALE)
SITE
SURVEY REFERENCE
1. WOODSTOCK CITY CENTER PARCEL PLAN BY ARC, DATED 9-9-2021
APPROXIMATE LAND LOT LINE
N
GA West Grid
HUBBARD ROAD
(R/W WIDTH VARIES)
PRIVATE PARCEL (5) 1,654 S.F.
TWO STORY BRICK BUILDING
PRIVATE PARCEL (4) 0.70 ACRES
MULTI-STORY TOWNHOMES
PRIVATE PARCEL (7) 1,036 S.F.
PRIVATE PARCEL (6) 0.20 ACRES
CITY PARCEL PARKING DECK (5) 0.51 ACRES
WHEELER STREET
(R/W WIDTH VARIES)
ARNOLD MILL ROAD
(R/W WIDTH VARIES)
PRIVATE PARCEL (2) 0.02 ACRES
PRIVATE PARCEL (1) 0.18 ACRES
CITY PARCEL (3) 0.31 ACRES
EAST MAIN STREET
(R/W WIDTH VARIES)
GEORGIA NORTHEASTERN RAILROAD (R/W VARIES)
MAIN STREET
LL 1022
LL 1067

**AGENDA ITEM NO. 7.15**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Jamie Palmer, Public Works |
| **ITEM TYPE:** | Contracts, Agreements, Leases |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **GDOT - Title VI and NDA Annual Adoption** |
| **SUGGESTED ACTION:** | This is the annual adoption of our Title VI Non-Discrimination Agreement with GDOT. |

**ATTACHMENTS:**

2023 Nondiscrimination Agreement W-Assurances Incl.pdf

# TITLE VI
# NON-DISCRIMINATION AGREEMENT

**The Georgia Department of Transportation**
**and**

City of Woodstock

***Name of Recipient***

## Policy Statement

The ***(Name of Recipient)*** City of Woodstock, *hereinafter referred to as the "Recipient"* assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** Janis Steinbrenner/Public Works, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Janis Steinbrenner
**Name of Responsible Agency Official (Please Print)**

City Engineer
Title

10/9/2023
Date

# Title VI Program

**Organization and Staffing**

Pursuant to 23 CFR 200, ***(Name of Recipient)*** City of Woodstock has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for ***(Name of Recipient)'s*** City of Woodstock Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

# Assurances

**49 CFR Part 21.7**

The City of Woodstock, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

    - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.

2. That it will promptly take any measures necessary to effectuate this agreement.

3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

***The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.***

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

# Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,

2. the grant or donation of Federal property and interest in property,

3. the detail of Federal personnel,

4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and

5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

   ***a)*** **Annual Work Plan**
   Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

   ***b)*** ***Accomplishment Report***
   List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

# Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

    a) The date of alleged act of discrimination; or

    b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, an advise the complainant of other avenues of redress available, such as GDOT and USDOT.

5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:

    a) Name, address, and phone number of the complainant.

    b) Name(s) and address (es) of alleged discriminating official(s).

    c) Basis of complaint (i.e., race, color, national origin or sex)

    d) Date of alleged discriminatory act(s).

    e) Date of complaint received by the recipient.

    f) A statement of the complaint.

g) Other agencies (state, local or Federal) where the complaint has been filed.

h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation

Office of Equal Opportunity, Title VI/ Program

600 West Peachtree Street, N.W. 7th Floor

Atlanta, GA 30308

(404) 631-1497

## Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

a) Cancel, terminate, or suspend this agreement in whole or in part;

b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.

c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

d) Refer the case to the Department of Justice for appropriate legal proceedings.

**SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:**

Signature

EEO Director

Title

Date

**NAME OF RECIPIENT:**

Signature

Mayor

Title

10/9/2023

Date

# Appendix A

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

1. **Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

**6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

# Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

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

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

[1] Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

# Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the ease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

**AGENDA ITEM NO. 7.16**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Katy Leggett, Information Technology |
| **ITEM TYPE:** | Purchasing |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **Approve Purchase of new Firewall Gateways** |
| **SUGGESTED ACTION:** | Approve the purchase of new Check Point Firewall Gateways and related equipment, replacing outdated hardware that is End-of-life/End-of-support. This is a budgeted SPLOST V item for FY24. Total project budget is $95,000 ($57,000 hardware & $38,000 professional services) Actual Hardware Cost is lower than budgeted at $42,757.86 (-$14,242.14). Seeking approval to purchase $42,757.86 in hardware and equipment. This purchase includes items part of the SYNNEX GSA SCHEDULE (SLED) (47QTCA19D00MM) contract, and has already been competitively bid. |

**ATTACHMENTS:**

**AGENDA ITEM NO. 7.17**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Cassandra Henry, Administration |
| **ITEM TYPE:** | Ordinance 1st or 2nd Reading |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | **2nd Reading - Pet Shop Ordinance** |
| **SUGGESTED ACTION:** | Please see the attach ordinance for Pet Shops. |

**ATTACHMENTS:**
Pet Shop Ord 2023 Revised Draft.pdf

**ORDINANCE NUMBER ____-20__**

**AN ORDINANCE REPEALING SECTIONS 22-170 THROUGH 22-174 OF ARTICLE V OF CHAPTER 22 OF THE OFFICIAL CODE OF THE CITY OF WOODSTOCK, GEORGIA AND CREATING NEW SECTIONS 22-170 THROUGH 22-175 OF ARTICLE V OF CHAPTER 22 OF THE OFFICIAL CODE OF THE CITY OF WOODSTOCK, GEORGIA.**

**Whereas**, the City of Woodstock, Georgia (hereinafter sometimes referred to as the "City") is a municipality duly formed and existing pursuant to Georgia law; and

**Whereas**, the 1983 Constitution of the State of Georgia provides for the self government of municipalities without the necessity of action by the General Assembly[1]; and

**Whereas**, the City of Woodstock, Georgia, has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs and local government for which no provision has been made by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto[2]; and

**Whereas**, the governing body of the City has determined that it is in the best interest of the City and its citizens to adopt the following; and

**NOW THEREFORE BE IT RESOLVED**, THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA HEREBY ORDAINS:

That the Code of Ordinances, City of Woodstock, Georgia is hereby amended by deleting in its entirety Sections 22-170 through Section 22-174 and inserting in lieu thereof the following:

Sec. 22-170

The purpose of this regulation is to protect consumers purchasing puppies and adult dogs from Pet Stores located and conducting business within the limits of the City. It is not intended to conflict with the Georgia Animal Protection Act, O.C.G.A. Section 4-11-1, et. seq. (the "Act"), or the Rules of the Georgia Department of Agriculture, Chapter 40-13-

[1] Ga. Const., 1983, Article IX, Section II, Paragraph II provides in pertinent part as follows:

> "The General Assembly may provide by law for the self government of municipalities and to that end is expressly given the authority to delegate its power so that matters pertaining to the municipalities may be dealt with without the necessity of action by the General Assembly. "

[2] O.C.G.A. § 36-35-3 (a) provides as follows:

> "(a) The governing authority of each municipal corporation shall have 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. Any such charter provision shall remain in force and effect until amended or repealed as provided in subsection (b) of this Code section. This Code section, however, shall not restrict the authority of the General Assembly, by general law, to define this home rule power further or to broaden, limit, or otherwise regulate the exercise thereof. The General Assembly shall not pass any local law to repeal, modify or supersede any action taken by a municipal governing authority under this Code section, except as authorized under Code Section 36-35-6."

13, et. Seq. (the "Rules"), but merely to supplement the Act and Rules, as permitted by O.C.G.A. Section 4-11-18.

Sec. 22-171 – Definitions.

For the purpose of this Article, the following words and phrases shall have the meanings ascribed to them by this section.

"Dog" means a member of the specifics of domestic dog, Canis familiaris, including any adult dog or puppy.

"Dog Broker" means a person who buys, sells, or offers to sell dogs at wholesale for resale to another or who sells or gives one or more dogs to a Pet Store annually. "Dog Broker" does not include an animal rescue for dogs, an animal shelter for dogs, a humane society, a medical kennel for dogs, a research kennel for dogs, a Pet Store, or a veterinarian.

"Holding Unit" means a dedicated enclosed space segregated from the general population of Dogs held for resale by the Pet Store utilized to observe the Dog to identify potential health issues before moving the Dog into the general population of Dogs held for resale.

"Isolation Unit" means a dedicated enclosed space segregated from the general population of Dogs held for resale by the Pet Store, which space is designed to manage upper respiratory ailments and other communicable diseases and which, at minimum, must have a dedicated HVAC and fresh air exchange system to minimize the likelihood of airborne transmission of any airborne health issues to other areas of the facility.

"Pet Store" means an individual retail store located within the City to which both of the following apply: (1) the owner of the Pet Store meets all of the requirements of, and has obtained a license to, operate pursuant to the Act and the Rules; and (2) with regard to the sale of a Dog from the store, the sales person, the buyer of a Dog, and the Dog available for purchase are physically present during the sales transaction so that the buyer may personally observe the Dog as to its appearance, personality and general health prior to purchase. "Pet Store" does not include an animal rescue for Dogs, an animal shelter for Dogs, a humane society, a medical kennel for Dogs, a research kennel for Dogs, or any Dog breeder that maintains and sells Dogs from the same premises where the Dogs are bred and reared, or with regard to any sales transactions for the purchase of a Dog made over the Internet.

"Qualified Breeder" means a breeder of Dogs located in or out of this state that meets all of the following requirements:

(a) The breeder is licensed by the United States department of agriculture under 7 U.S.C. 2133 and, if applicable, a state agency.

(b) The breeder has not had its license suspended or received a fine in excess of $10,000, after all appeals are finalized, by the United States department of agriculture under the federal Animal Welfare Act, 7 U.S.C. Section 2131, *et seq*., at any time during the two (2) year period prior to offering for sale, delivering, bartering, auctioning, brokering, giving away, transferring, or selling a Dog.

(c) The breeder has not had three (3) or more separate noncompliance violations documented in any report issued by the United States department of agriculture under the federal Animal Welfare Act, 7 U.S.C. Section 2131, *et seq*., at any time during the twelve (12) month period prior to offering for sale, delivering, bartering, auctioning, brokering, giving away, transferring, or selling a Dog.

Sec. 22-172

Any person that sells, offers to sell, exchanges, or offers for adoption more than ten (10) Dogs in any calendar year must obtain a local business license and obtain a Georgia sales tax number, and if required, a license issued pursuant to the Act and Rules, before they are entitled to operate within the City of Woodstock.

Sec. 22-173

No breeder may directly or indirectly own and operate a Pet Store.

Section 22-174

Restrictions on Pet Stores concerning Dogs:

(A) No owner, manager, or employee of a Pet Store shall negligently display, offer for sale, deliver, barter, auction, broker, give away, transfer, or sell any live Dog from a Pet Store to a person unless the Dog was obtained from one of the following sources:

(1) A Qualified Breeder;

(2) Dog Broker that is licensed by the United States department of agriculture under 7 U.S.C. 2133 and, if applicable, a state agency, and who obtains their Dogs from (i) a Qualified Breeder, or (ii) a hobby breeder that is vetted by the Dog Broker to ensure that the

hobby breeder is in compliance with all applicable federal or state rules and regulations that may be applicable to such hobby breeder;

(3) An animal rescue for Dogs;

(4) An animal shelter for Dogs; or

(5) A humane society.

(B) No owner, manager, or employee of a Pet Store shall negligently sell, deliver, barter, auction, broker, give away, or transfer any of the following:

(1) A Dog that is less than eight weeks old;

(2) A Dog without a health certificate signed by a licensed veterinarian;

(3) A Dog that does not have a permanent implanted identification microchip;

(4) A Dog to a person who is younger than eighteen years of age as verified by valid photo identification;

(5) A Dog acquired from a Qualified Breeder or Dog Broker unless the owner, manager, or employee provides to the person acquiring the Dog, at a time prior to the transaction for the acquisition of the Dog by the Pet Store, a written certification and documentation that includes all of the following information:

(i) The name of the breeder that bred the Dog;

(ii) The address, if available, of the breeder that bred the Dog;

(iii) The United States department of agriculture license number of the breeder that bred the Dog, if applicable, and a copy of the most current United States department of agriculture inspection report for the breeder;

(iv) The Dog's birth date, if known;

(v) The date that the Pet Store took possession of the Dog;

(vi) The breed, gender, color, and any identifying marks of the Dog, if any;

(vii) A Certificate of Veterinarian Inspection, or other similar document, signed by a licensed veterinarian that describes any known disease, illness, or congenital or hereditary condition that adversely affects the health of the Dog at the time of examination;

(6) A Dog acquired from a Qualified Breeder or Dog Broker unless all of the following information regarding the Dog is available to the general public at the Pet Store:

(i) The name of the breeder that bred the Dog;
(ii) The address, if available, of the breeder that bred the Dog;
(iii) The United States department of agriculture license number of the breeder that bred the Dog;
(iv) The Dog's birth date, if known;
(v) The breed of the Dog.

(C) No owner, manager, or employee of a Pet Store shall knowingly or recklessly alter or provide false information on a certification or information provided in accordance with division (B)(5) of this section.

(D) Each Dog obtained by a Pet Store for resale shall be placed in a Holding Unit for a minimum of four (4) days after receipt by the Pet Store and until such time period has expired, the Pet Store shall not allow such animal to be comingled within the general population of other animals held for resale by the Pet Store.

(E) If, at any time, any Dog shows any sign of a communicable illness, disease or ailment, such Dog shall be moved to an Isolation Unit until the Dog does not show any signs of any communicable illness, disease or ailment.

(F) Each Pet Store shall permit a person purchasing a Dog the right to return the Dog to the Pet Store for any reason within 48 hours of purchase, and shall offer such person the option to either (1) exchange such Dog for another Dog of equal or lesser value of the Dog originally purchased, or (2) cancel the sale and return the Dog to the Pet Store and receive the original amount paid for such Dog less a reasonable restocking fee not to exceed 50% of the original purchase price for the Dog.

(G) Each Pet Store must offer warranties on each Dog purchased that are no less favorable then the following:

(1) A health warranty for the first ten (10) days after the date of consumer possession; provided the Pet Store may require certification of any ailment by a licensed veterinarian and place such other reasonable requirements to activate such warranty. If a licensed veterinarian provides a written diagnosis that the Dog has a serious physical health problem that makes the Dog a poor health risk, and the person otherwise complies with the terms of the warranty, the Pet Store shall offer such person the option to either (i) exchange such Dog for another Dog of equal or lesser value of the Dog originally purchased, (ii) obtain a store credit for the

original purchase price of the Dog, or (iii) cancel the sale and return the Dog to the Pet Store and receive the original amount paid for such Dog with no restocking fee.

(2) A hereditary or congenital disorder warranty for at least the first year after the date of delivery; provided the Pet Store may require certification of any hereditary or congenital disorder by a licensed veterinarian and place such other reasonable requirements to activate such warranty, and if the Dog is diagnosed with a hereditary or congenital disorder, and the person otherwise complies with the terms of the warranty, the Pet Store shall offer such person a store credit of not less than 50% of the original purchase price of the Dog.

(3) Nothing set forth in this Section (G) shall be deemed to (i) prohibit the Pet Store from offering additional warranties or health plans covering any Dog purchased from the Pet Store, or (ii) prevent the sale of a Dog by the Pet Store without any warranties if the Dog was sold at a negotiated price discounted from the standard or current sales price for the Dog.

(H) Each Pet Store must provide and/or administer appropriate on-going vaccinations and preventative care for all Dogs held in inventory for resale as determined by the Pet Store's or attending licensed veterinarian.

(I) Each Pet Store shall provide timely, reasonable and adequate care and medication for any Dog in its custody and control that is exhibiting any signs of illness or a health related injury or ailment.

22-175

City Code enforcement and City police department officers shall be primarily responsible for the enforcement by means of court citations and are authorized to delegate enforcement authority to their designated employees.

Effective Date. This Ordinance shall take effect immediately upon its adoption by second reading.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, THIS ____ DAY OF _____, 2023.

1st Reading: _____ 2nd Reading: _____

_____
MICHAEL CALDWELL, MAYOR

_____
COTY THIGPEN, CLERK

Approved as to form:

_____
ELDON L. BASHAM, CITY ATTORNEY

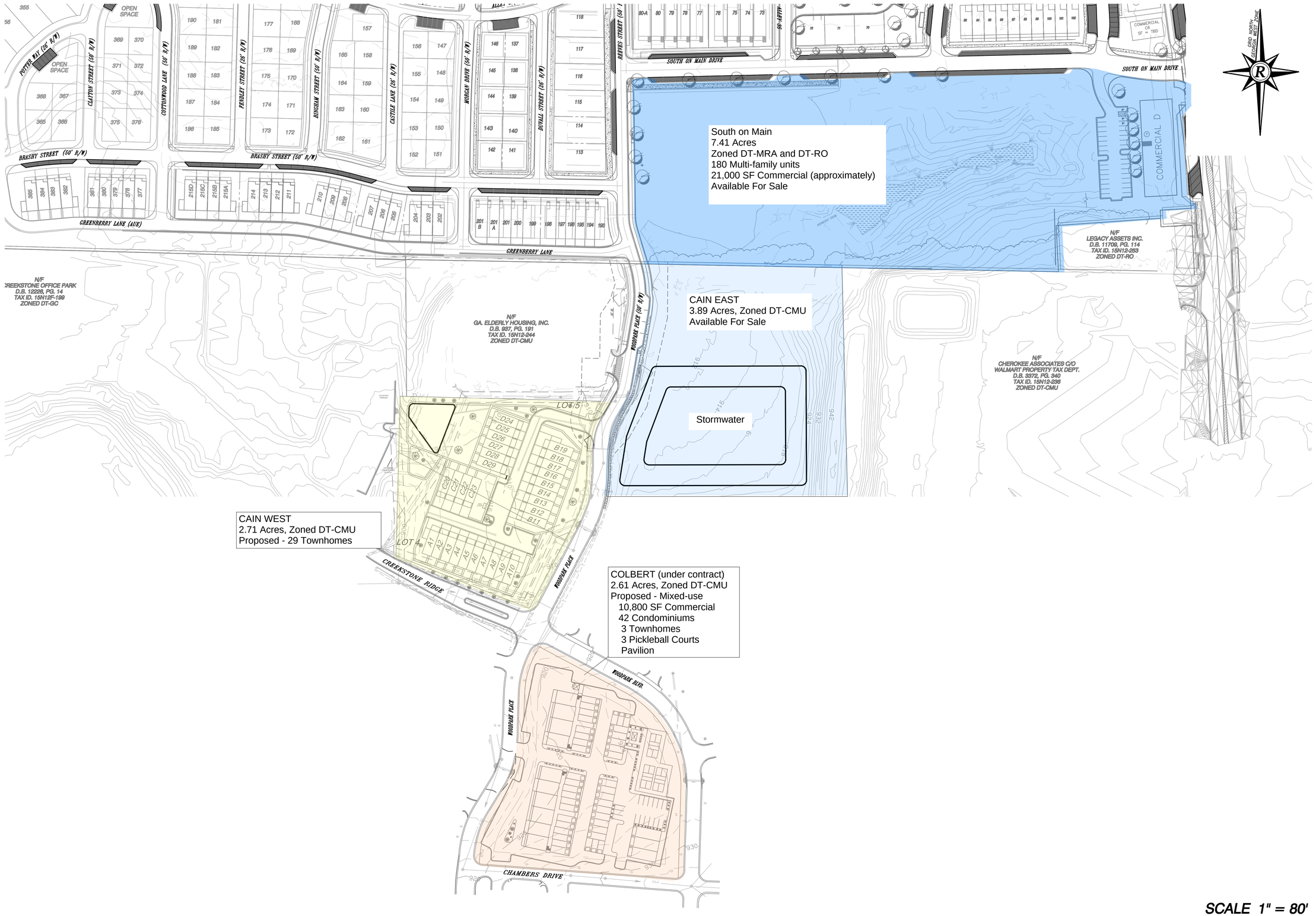
**AGENDA ITEM NO. 8.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Tracy Albers, Community Development |
| **ITEM TYPE:** | Ordinance 1st or 2nd Reading |
| **AGENDA SECTION:** | PUBLIC HEARINGS |
| **SUBJECT:** | **Public Hearing and Vote: CUP #075-23 at 207-209 Woodpark Place (Conditional Use Permit & Variances)** |
| **SUGGESTED ACTION:** | Staff recommends that the City Council deny the proposed 29-unit townhome project generally located at 207-209 Woodpark Place (CUP#075-23) in the DT-CMU zone. These two parcels are part of a trio commonly referred to as the "Cain Properties" based on their former ownership. The proposed project would require a CUP for attached units, a CUP to allow for a residential development on a parcel less than five acres in size, and several Variances. The Development Process Committee (DPC) considered the proposed project and recommended denial by a unanimous vote. On July 6, 2023, the Planning Commission considered the proposed item as part of a duly-noticed public hearing and recommended City Council denial of the proposed project by a 5 to 1 vote.<br><br>This item was originally considered by the City Council as part of their regular meeting on July 24, 2023. At this meeting the item was tabled for 60 days (or until such time staff deemed fit) to allow the Applicant to prepare a Master Plan for properties in the existing SOM residential community and other properties acquired (or under contract) for development by The JW Collection. The Applicant has responded to this request. The staff recommendation has not changed in light of information contained in the Master Plan submitted by the Applicant.<br><br>As requested, the October 9, 2023, public hearing was noticed in the Cherokee Tribune & Ledger News on September 21, 2023. |

**ATTACHMENTS:**
ATTACHMENT A.pdf
ATTACHMENT B.pdf
CCSR.pdf




SCALE 1" = 80'

CAIN & COLBERT STORMWATER OVERALL MASTER PLAN
FOR:
**SOUTH ON MAIN**
LAND LOT 1141
15TH DISTRICT, CITY OF WOODSTOCK
CHEROKEE COUNTY, GEORGIA

Rochester & Associates, LLC
Office: 3151 NW, Gainesville, GA 30501
770.718.0600 p | www.rochester-assoc.com

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | REVISIONS |

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF ROCHESTER & ASSOCIATES, LLC (DCCM) VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. CONTACT LAND DEVELOPMENT SECTION FILE FOR VERIFICATION OF ANY CHANGES

GRAPHIC SCALE
20' 0' 40' 80'

SHEET 1 OF 1

DATE: 09/13/23
SCALE: 1"=40'
JOB NO. C21701.2.SM3
DWG NO. *.dwg
DRAWN BY: ARJ / ABU

# ATTACHMENT A




SITE PLAN

GRAPHIC SCALE
20′ 0′ 40′ 80′

REVISIONS

09/05/2023

ARCHITECT'S / ENGINEER'S SEAL

Site Plan

09/05/2023

Garage Rear Entry
Market Home
Siding & Brick
SOM:
09/05/2023
DRAWN BY:
CHECKED BY:

Scale:

SPECIFICATION LEVEL:

Colbert Parcel
Site Plan

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770.809.6010
ATLANTA, GA 30339
2355 LOG CABIN DRIVE,

JW
COLLECTION

A0.01

# ATTACHMENT A




SITE PLAN

REVISIONS

09/05/2023

ARCHITECT'S / ENGINEER'S SEAL

Site Plan

09/05/2023

Garage Rear Entry
Market Home
Siding & Brick
SOM:
09/05/2023
DRAWN BY:
CHECKED BY:

Scale:

SPECIFICATION LEVEL:

Colbert Parcel
Site Plan

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770.809.6010
ATLANTA, GA 30339
2355 LOG CABIN DRIVE,

JW
COLLECTION

A0.01

# ATTACHMENT B

**DATE:** July 24, 2023

**TO:** Woodstock City Council

**FROM:** Tracy Albers, Community Development Director

**SUBJECT:** CUP#075-23
207-209 Woodpark Place
Michelle Horstemeyer for The JW Collection

---

## RECOMMENDATION

Staff recommends that the City Council deny project CUP#075-23 to allow for the construction of a 29-unit townhome project generally located at 207-209 Woodpark Place. These two parcels are part of a trio commonly referred to as the "Cain Properties" based on their former ownership. The proposed Master Plan (hereafter referred to as "proposed project") would require a CUP for attached units, a CUP to allow for a residential development on a parcel less than five acres in size, and several Variances.

## EXECUTIVE SUMMARY




The Applicant (Michelle Horstemeyer for The JW Collection) has applied to develop two now vacant properties (± 2.7 acres) generally located at 207-209 Woodpark Place, with a 29-unit townhome project. The zoning for the project site is DT-CMU (Downtown, Commercial Mixed-Use) and the land use designation/character area is RAC (Regional Activity Center). To accommodate the proposed project, two CUPs and several Variances have been requested. The Applicant has informed City staff that the parcels comprising the project site have been or will be annexed into the South on Main (SOM) HOA. However, from a planning and zoning perspective, the proposed project would be considered separate and distinct from the SOM community to the north.

Additional information regarding the proposed project may be found in Attachments A through E.

# ATTACHMENT B

The Development Process Committee (DPC) considered the proposed project and recommended denial by a unanimous vote (6-0). The Planning Commission considered the proposed project and recommended denial by a 5-1 vote.

## BACKGROUND INFORMATION

Table 1 provides general property information for the Project site and surrounding land uses.

| Table 1: General Property and Surrounding Land Use Information | |
|---|---|
| Address | 207-209 Woodpark Place |
| Council Ward | 2 (Westrick) |
| Tax ID # (TIN) | 15N12-242 (207) and 15N12-243 (209) |
| Parcel ID # | 15-1164-0077 (207) and 15-1165-0003 (209) |
| Site Acreage | ± 2.7 acres |
| Density | 10.7 du/acre (12 du/acre maximum, 32 units) |
| Future Development Map | RAC (Regional Activity Center) |
| Zoning | DT-CMU (Downtown, Commercial Mixed-Use) |
| Current Development | Vacant, undeveloped |
| Streets Information: | Property is generally located at the intersection of Woodpark Place (B Street, Public) and Creekstone Ridge (B Street, Private). |
| Surrounding Neighborhood: North | DT-CMU (Colbert Square) and DT-MR-A (South on Main) |
| South | DT-CMU (Office, Bowling Alley, Vacant Parcel) |
| East | DT-CMU (Sam's Club) |
| West | DT-GC (Creekstone Office Park) |

PAST ZONING HISTORY

**CUP#059-21**: In 2021, the City Council considered a project that included the two parcels comprising the project site, as well as a third parcel on the opposite side of the street (see image to the right), totaling ± 6.6 acres. The project would have resulted in the construction of three commercial buildings and a 179 multi-family apartment building(s). The City Council denied the project. The City Council staff report from this case is provided as Attachment F. The public hearing for this case may be viewed online at:https://woodstockga.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1643&Format=Minutes. Both provide helpful historical context for the project being considered in present day.

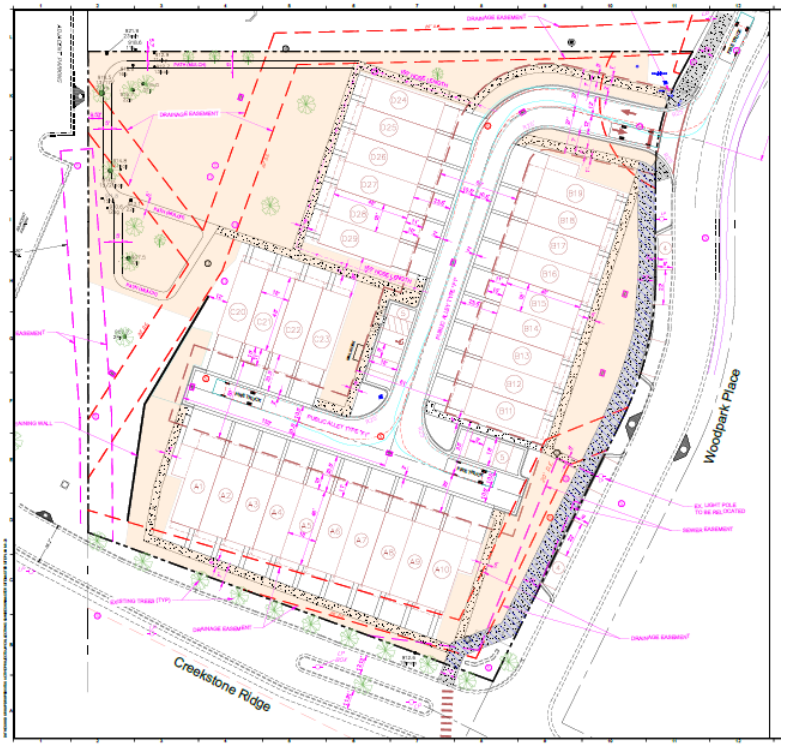
While owned by the Cain family, City staff and Mayor/Council received several inquires about the possibility of developing the two subject parcels with townhomes. The feedback provided to potential Applicants was that townhomes were undesirable in this location in lieu of a commercial or mixed-use project. This sentiment was conveyed to such a degree

that no formal townhome-only proposals were submitted for formal consideration by the City.

**PROJECT DESCRIPTION**



The Applicant is seeking to develop a 29-unit townhome subdivision on two parcels generally located at the intersection of Woodpark Place and Creekstone Ridge, just south of the Colbert Square community. The proposed development requires a CUP for the construction of townhomes, a CUP to deviate from the City's minimum acreage requirement in DT, and several Variances to the DT site and architectural standards.




The proposed units are roughly estimated to be ±2,500 SF, with two covered parking spaces per townhome unit. Ten onsite guest parking spaces are provided. Additionally, there are on-street parallel parking spaces planned along Woodpark Place. Units would front both Woodpark Place and Creekstone Ridge. Additionally, two buildings (10 units) would front onto open space. It is envisioned the units would be designed similarly to existing townhomes in the SOM community.

All units would be rear loaded and accessed via a "Public Alley F1 Type". During the review process for the proposed project, staff discussed the potential for a public street having 50 ft. ROW to be provided by the Applicant team. It appears this may be feasible but could limit the ability of the project to meet all required streetscape and/or yard requirements. The proposed project includes an extension of the Greenprints Trail, running along the

ALLEY TYPES TABLE

| | Pavement Width | Alley Shoulder Min Width | Alley Shoulder Material | Minimum ROW Width[3] | Setback Minimum from Alley | Right-of-Way Line Requirements |
|---|---|---|---|---|---|---|
| **F1 (Mixed-Use Service)[1]** | 18'-20' | 5 ft. (separated by mountable curb or valley gutter) | Asphalt, 8" min thick reinforced concrete, pervious pavers or permeable asphalt/concrete. | 28 ft. | None | Optional fence or wall, required if adjacent to a parcel line shared with existing residential. |
| **F2 (Residential)[2]** | 12'-20' | 6 ft. (separated by mountable curb or valley gutter) | 8" min thick reinforced concrete, permeable concrete, pervious pavers, or reinforced turf. | 24 ft. | None | Garage wall or other wall |
| **F3 (Residential)[2]** | 12'-20' | 5 ft. (separated by mountable curb or valley gutter) | 8" min thick reinforced concrete, permeable concrete, pervious pavers, or reinforced turf. | 22 ft. | 18 to 20 ft. with parking pad | Continuous fence or wall along R.O.W. line and between parking pads |

[1]If the alley is required to have fire department access, pavement width must be 20 ft.

[2]If fire truck or garbage pickup access is required, alleys will be accessible by vehicles at both ends. In addition, entrances will be able to accommodate turns by fire trucks and garbage trucks (15' corner radii with mountable curbs or aprons is preferred). If alley access from both ends is infeasible, minimum alley pavement width must be 20 ft. or emergency vehicle-only access must be provided at the dead-end (see Figure 1 for emergency vehicle only access example).

[3]ROW may be public or private, but shall not be part of residential lots.

eastern edge of the property. Sidewalks also provide for passage between parking areas and the townhome entryways. Additionally, a mulch path is planned for the northwest corner of the site in an open space area (underground stormwater detention).

Ingress/egress is provided along Woodpark Place in the northeast corner of the project site. An earlier iteration of the site showed a second driveway along Creekstone Ridge; however, this was removed by the Applicant. City Fire Code requires one point of ingress/egress at 30 dwelling units. The proposed project is 29 townhome units, so a single driveway is adequate. In addition, townhome units are required to be sprinkled. Should the City Council wish to consider approval of the proposed project, the Council may wish to consider adding a second driveway along Woodpark Place. The existing west-east alley could be extended, and driveway created.



There are existing trees scattered throughout the project site, including a tree buffer between the project site and Colbert Square to the north. This was installed by the Applicant at the request of Colbert Square. Additionally, along the southern edge of the project site, there are several mature trees and shrubbery. This area is owned by Creekstone Office Park, not SOM. As such, the trees will be maintained and the required sidewalk connecting the front of the units to the parking area would be recessed in. At the corner of Creekstone

Ridge and Woodpark Place, there is an existing monument sign for the Creekstone Office Park, which is located to the west, northwest.

REQUESTED ENTITLEMENTS - CONDITIONAL USE PERMIT (2)

LDO Section 7.505 (Zoning District Matrix) states that a CUP is required for townhomes in the DT-CMU zone. The following criteria shall be used for evaluating a CUP for attached product, in addition to the criteria listed in the Section 7.503 (Conditional Use Permit Review Criteria). For ease of review, both sets of criteria questions and staff responses can be found under the "Criteria Questions" heading of this report.

- Whether or not the proposed location and site is appropriate for a townhome product, and where the property could have a higher and better use.
- Whether or not the proposal includes a mix of housing types and/or price points.
- Whether commercially zoned property is proposed to be converted to a primarily residential use.
- Whether the proposal includes innovating or unique design.
- Whether the proposal includes the construction of street connections and/or Greenprints Trail connections.

LDO Section 7.721(2) (Minimum Acreage) states that no new residential development shall be permitted on any parcel or assemblage of parcels in the Downtown District that have a total area of less than five acres. For projects proposed on less than five acres, the Applicant may pursue a CUP in accordance with the provisions set forth in the LDO. Additional criteria shall be considered during a CUP case, including project uniqueness, character, access, as well as connection to existing streets, alleys, and trails.

REQUESTED ENTITLEMENTS - VARIANCE (5)

Several Variances are needed to accommodate the proposed project relating to both site and architectural design. Per the Applicant, "the master plan for this parcel provides for 29 townhomes and a generous amount of open space with walking paths and an extension of the Noonday Trail connection. The homes will be of the same architectural styles as homes currently in SOM." To accommodate the proposed project, the Applicant is seeking the following Variances.

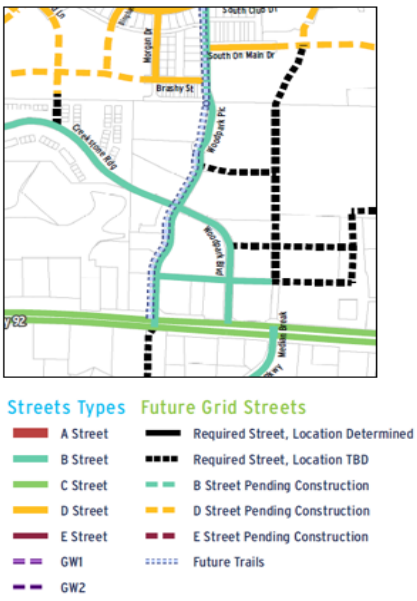
| | LDO Section | Requires | Request |
|---|---|---|---|
| 1 | Sec. 7.721(3) | 5.01-15 ac = 2 housing types | Allow one housing type |
| 2 | Sec. 7.728(5) | 20' lot width | 18' lot width |

# ATTACHMENT B

| | LDO Section | Requires | Request |
|---|---|---|---|
| 3 | Sec. 7.729(1)(b) | Buildings may only front open space if street borders opposite of open space.<br><br>Primary pedestrian entrance shall be visible from the open space and street. | Two buildings (ten units total) would front onto open space absent a street bordering the opposite side. |
| 4 | Sec. 7.729(3) | First two stories of building façade shall be brick, cast stone, concrete siding (hardiplank, natural wood or stone, except for pedestrian entrances or windows). | To allow smooth stucco on facades at street level. |
| 5 | Sec. 7.729(7) | Glass panels in windows and storefronts shall be clear and unpainted and shall not be tinted such that views into the building are obstructed.<br><br>False windows may be allowed by Administrative Variance when warranted by the interior design of a structure, such as the presence of fireplaces or stairwells block window locations, and when not used excessively. | To allow a maximum of two faux windows with closed shutter on side elevations of the units to meet the 30 percent window/door requirement. |

During staff dialogue with the Applicant team, it was suggested that a public street would be preferred to an alley, having 50 ft. right of way (ROW). The Applicant has suggested that it is possible to deliver this; however, it is anticipated that doing so would trigger the need for additional Variances related to the City's DT Streetscape requirements and requirement for no dead-end streets.

Please note, two architectural items listed below could be reviewed as Administrative Variances, where the DPC is the deciding body. To provide City officials with a full understanding of what was envisioned for the proposed project by the Applicant team, the administrative and discretionary requests were bundled together for consideration.



## ANALYSIS

A CUP is intended for land uses that require special consideration before they are allowed in a particular zone. The CUP is intended to assure that a degree of compatibility shall be maintained with respect to a particular site, considering the other existing and potential uses within the general area where the use is located or proposed. A Variance is a request for relief from the strict application of zoning regulations to alleviate an unusual hardship to a particular property. For example, a homeowner may request that a room addition be permitted closer to the property line than the Zoning Ordinance would normally allow. To aide staff in their analysis of the proposed project, on June 7, 2023, the DPC met with the Applicant team to learn more about the proposed project and the entitlements needed to accommodate it.

Staff is not prepared to recommend approval of the proposed project at this time. The proposed project asks the Council to consider the existing SOM neighborhood and its development patterns when considering the proposed housing type (CUP) and Variances needed to accommodate the project. The Applicant has also taken steps to incorporate the project site into the SOM HOA, thus allowing for the payment of HOA dues and access to amenities. In the same breath, the Applicant team requests the project be reviewed as a separate and distinct project from the existing SOM community; asking that the units not count towards the SOM development cap (575 units). Moreover, despite numerous Council requests of the Developer to confirm their plans for the area of the SOM community entitled for apartments, no site plan or clear feedback has been given. Similarly, no site plan or clear feedback has been provided to date for the remainder of the “Cain property” across Woodpark Place to the east. The Applicant team has suggested the possibility of relocating a temporary water detention facility further to the south, but no other specifics have been given.

If viewed separate and distinct from the existing SOM community, staff does not believe that the proposed project represents the highest and best use of the site. This is affirmed by its zoning designation and future land use map designation/character area. This is also affirmed by text found in the LDO and 2018 Comprehensive Plan regarding the envisioned use and design of the proposed project site, as described below.

### CONSISTENCY WITH THE LAND DEVELOPMENT ORDINANCE (LDO)

The LDO states that the Downtown District is intended to:

- Preserve, protect, and enhance downtown’s historic and future role as the civic and economic center of Woodstock.
- Create an environment where residents and visitors can live, work, meet, and play.
- Encourage a balanced mix of retail, professional, residential, civic, entertainment, and cultural uses.
- Enhance the efficient utilization of parking facilities by encouraging shared, underground, and deck parking and alternative modes of transportation.
- Provide safe and accessible parks and plazas.

- Improve the aesthetics of streets and built environments.
- Promoted pedestrian safety by ensuring sidewalk-oriented buildings and attractive street-facing façade that foster pedestrian activity and liveliness.
- Provide accessible and sufficient parking in an unobtrusive manner.
- Enhance Woodstock's historic quality by ensuring that new and rehabbed buildings are compatible with the character of buildings built between 1860-1920.
- Provide increased vehicular and pedestrian access through a grid of streets that maximizes connections with and extensions of existing streets.
- Maintain and enhance the quality of life of existing neighborhoods.
- Plan for and maintain first class sustainable neighborhoods.

Intent of DT-CMU Zoning

The DT-CMU zone allows for a mix of retail, office, and residential uses in mixed-use buildings at a scale and intensity greater than that permitted in the DT-CBD. The base density in the DT-CMU zone is 12 du/ac; however, density bonuses can be accrued, up to a maximum density of 40 du/acre by:

- Incorporating vertical mixed-use into the project design.
- Providing an excess of 20 percent open space.
- Structured parking with parking spaces available to the public at no charge.
- Incorporating professional office space into the use mix.
- Mayor & Council may increase the density in excess of 40 du/acre on a case-by-case basis based on the projects' compatibility with adopted plan, considering economic impact, regional significance, amenities provided by the community, and public infrastructure.

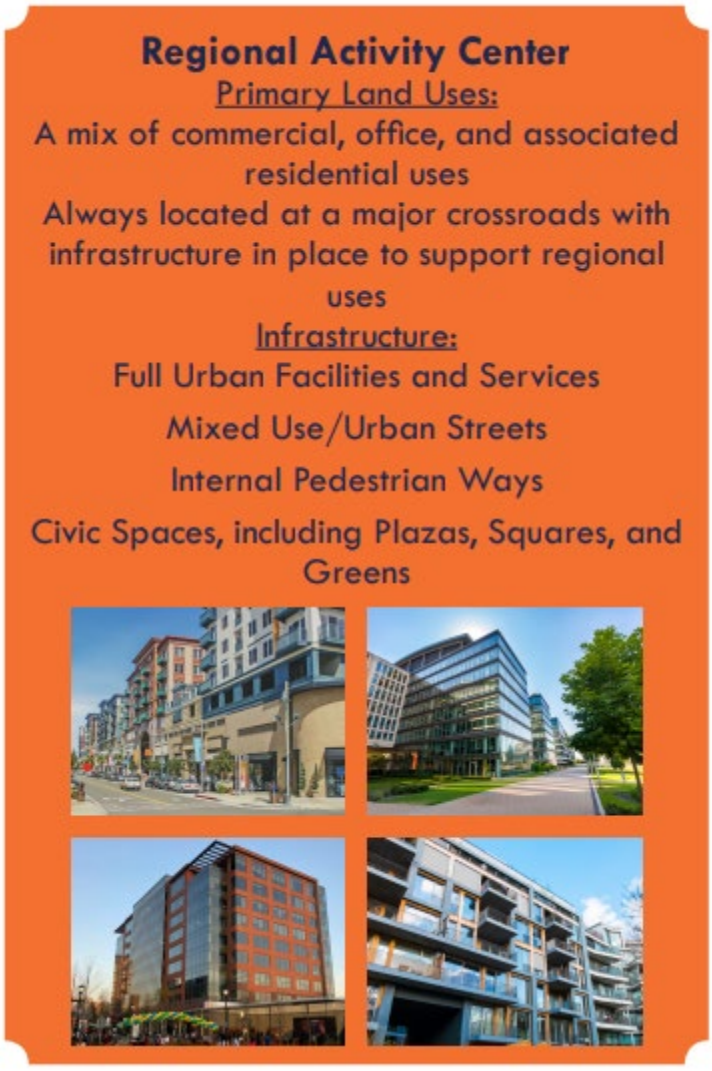
The Applicant states that "fee-simple townhomes are an appropriate use of this ± 2.7-acre property due to its proximity to SOM and Colbert Square. Reduced density and low intensity use of the parcel are desirable and congruous with the neighboring residences." The Applicant also indicated that in discussion with current residents of South on Main, it was clear that they prefer the site be developed with home of the same style and quality as those currently built at SOM.

Staff does not believe that the proposed project, with only townhomes, would be consistent with the intent of the DT-CMU zone. The project also does not represent the highest and best use for the site by not attempting to take advantage of any of the density bonuses made available by incorporating a desirable mix of uses and/or superior site design. In the absence of greater density, it is assumed that the resulting land use plan would be spacious by comparison. Instead, the proposed 29-unit townhome project, with units conservatively estimated at ±2,500 SF, when paired with the required open space and streetscape amenities, still feels cramped in comparison. At the DPC voting meeting, staff discussed how the proposed project might be viewed differently if the SOM community were fully built out and/or understood what development was proposed by the Applicant to the west across Woodpark Place. However, while the parcel may have been annexed by the SOM HOA

advisory group, it feels separate and distinct from the SOM community to the north. The zoning considers it separate and distinct; the resultant analysis does the same.

CONSISTENCY WITH THE 2018 COMPREHENSIVE PLAN

The 2018 Comprehensive Plan Future Development Map identifies the project site as Regional Activity Center (RAC). The RAC land use designation/character area is described as follows:




"Regional Activity Centers include a relatively high intensity mix of business and retail, office, and employment opportunities, and may also include higher-education facilities, hotels, theaters, and civic and semi-public uses (such as libraries, health clinics, museums, fFand religious institutions) that create a multi-dimensional regional destination. A residential component is important as it adds density to the center and creates a 24-hour character area. Higher density multifamily residential over retail or office is appropriate to support these uses. This character area is a vibrant place where people can live, work, play and shop."

The Comprehensive Plan goes on to note that the vision described in this area is both long-term and aspirational. It reflects the kind of development that is desired by the community, supported by previous planning efforts, and is best suited to the areas identified in the Future Land Use Map. The Plan notes that in the mid-future, the vision of the RAC can be accomplished by incremental improvements in design and a gradual increase of the mix of uses present. However, in this specific case, the project site is vacant, which is increasingly rare in DT Woodstock, and opportunity exists to capture the spirit and intent prescribed by the Comprehensive Plan at the onset of development.

**PUBLIC INPUT**

Public notice for the Planning Commission hearing has been provided in accordance with State and local law. On or around May 16, 2023, public notices were mailed to property

owners within 500' of the project site. The notice informed them of the public input meeting, Planning Commission public hearing, and City Council public hearing. Additionally, a public notice was published in the local newspaper at least 15 days prior to the public hearing.

On May 30, 2023, the Applicant hosted a public input meeting at the SOM Clubhouse, located at 511 South Club Drive, in Woodstock, beginning on or around 7:00 PM. The informal meeting is intended to give the Applicant an opportunity to explain the proposal and to answer any questions the public might have about the project or public hearing project. The meeting was intended by approximately 35 persons, most of whom were SOM residents. Attendees expressed concern about the demand on existing amenities (esp. the pool area) and how that would be compounded with additional development. Several questions were posed about the possibility of future townhome versus apartment development in the existing SOM neighborhood. Attendees also expressed concern about potential access and/or trespass issues in the existing SOM neighborhood. The public input report submitted by the Applicant is provided as Attachment G.

## DPC RECOMMENDATION

On June 28, 2023, the DPC considered the item and recommended that the Planning Commission recommend City Council denial of the proposed project, by a unanimous vote. As part of this vote, the DPC also recommended that, should the Planning Commission and/or City Council wish to approve the proposed project, in whole or part, that direction be provided on elements of the project that should be addressed either by the Applicant with design revisions or by staff through the preparation of Conditions of Approval (COAs) that would apply to the proposed project. Staff would further recommend that the item be tabled for one month to allow both the Applicant and staff time to address the direction provided by the City Council and return in August with a revised project for review.

## PLANNING COMMISSION RECOMMENDATION

On July 6, 2023, the Planning Commission considered the item and recommended City Council denial of the proposed project, by a 5-1 vote (Westrick voting no). The video from this meeting can be found by clicking the link provided below. The public hearing begins at approximately the 8:00 minute mark.

https://woodstockga.granicus.com/player/clip/145?view_id=1&redirect=true&h=be2da205b2e7c0d66079d8a432301084

There was one speaker during the public hearing. Alan Matilsky, a member of the South on Main HOA Advisory Committee, spoke in support of the proposed project (townhomes only), on behalf of the Advisory Committee. Matilsky stated placing commercial uses on the project site would not be helpful to the SOM homeowners and would likely reduce the size/cost of any residential units. This is not supported by SOM because those units would still share amenities with the existing SOM neighborhood, potentially adversely impacting property values and placing additional stress on already stressed amenities. Matilsky also expressed support for greater understanding of what development is anticipated for the remaining parcels owned by The JW Collections/SOM.

Commissioners indicated that there were several criteria questions that could not be affirmed so much so to warrant approval of the requested CUPs and that hardship was lacking for approval of the Variances. Also, Commissioners indicated that, while the proposed project may be keeping with the existing SOM neighborhood, it was not with the zoning and/or character area and that, absence additional information about plans for continued build out of SOM, the project could not be recommended for approval. Commissioners also noted recent Commission dialogue about the potential saturation of townhomes in Woodstock, absent a mix of uses (commercial), as a concern.

**CRITERIA QUESTIONS**

Pursuant to LDO Section 7.503 (Conditional Use Permit Review Criteria), the City Council shall consider, at a minimum, the following in its determination of whether to grant a CUP.

A. Whether or not there will be a significant adverse effect on the surrounding area in which the proposed use will be located.

*The proposed use would not have a significant adverse effect on the surrounding area. The proposed project has only one point of ingress/egress, located just south of Colbert Square on the northeast corner of the project site. This may have some impact on traffic circulation in the immediate area, given the proximity of the existing Colbert Square driveway and proposed neighborhood driveway. Should the Planning Commission consider approving the project, they may wish to recommend that the alley running west-east on the southern half of the project site, be punched through to Woodpark Place to allow for a second area of ingress/egress. Traffic generation associated with the 29-unit townhome project would be negligible.*

B. Whether or not the use is otherwise compatible with the surrounding area.

*The proposed use is compatible with the surrounding area, specifically the existing South on Main neighborhood to the north and, to a lesser extent, Colbert Square. Staff does not believe the proposed project is compatible with the existing zoning designation (DT-CMU) or the existing land use designation/character area (RAC).*

C. Whether or not the use proposed will result in a nuisance as defined under State law.

*The use will not result in a nuisance as defined under State law.*

D. Whether or not quiet enjoyment of surrounding property will be adversely affected.

*The quiet enjoyment of surrounding property will not be adversely affected.*

E. Whether or not property values of surrounding property will be adversely affected.

*The property values of surrounding property will not be adversely affected.*

F. Whether or not adequate provisions are made for parking and traffic considerations.

*The proposed project provides adequate parking for residents and guests. Two covered parking spaces are provided for each townhome unit. Ten guest spaces would be provided as well as parallel on-street parking spaces. The proposed use would not have significant trip generation or cause adverse impacts on the existing street network. A single point of ingress/egress is proposed at the northeast corner of the project site along Woodpark Place. Should the Planning Commission wish to consider approving the project, a potential condition of approval could be added to require that the west-east alley on the south end of the project site be punched through to Woodpark Place, creating a second driveway for access purposes.*

G. Whether or not the site or intensity of the use is appropriate.

*The site or intensity of the use may be considered appropriate as a continuation of the existing SOM community; however, staff does not believe it reflects the highest and best use for the site nor is it consistent with the intent of the zone or land use designation/character area. The City Council has created several opportunities to allow for increased residential densities in the DT-CMU if a project includes a desirable mix of uses, vertical mixed-use design, or puts forward an exceptional project deemed consistent with relevant land use policies/programs had by the City. The proposed project does not take advantage of these allowances in lieu of a base density residential project with a single product type.*

H. Whether or not special or unique conditions created by the use are consistent with the purpose, intent, and goals of the Comprehensive Town Plan.

*The proposed project would add housing units to the City, furthering the residential tax base. The proposed project would also result in the extension of the Greenprints Trail along the eastern edge of the project site, creating opportunities for more persons to be connected to the Noonday Creek Trail. Both aspects of the project further the purpose, intent, and goals had in the 2018 Comprehensive Plan. However, staff believes that the proposed project does not represent the highest and best use of the site nor does the project meet the intent of the RAC land use designation/character area.*

I. Whether or not adequate provisions are made regarding hours of operation.

*There are no commercial uses proposed. There are no hours of operation to consider.*

J. Whether or not adequate controls and limits are placed on commercial and business deliveries.

*There are no commercial uses proposed. There are no commercial and/or business deliveries to consider.*

K. Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.

*The proposed project has provided cursory information on existing trees and/or landscaping occurring on the project site, including the street trees had along Creekstone Ridge and trees planted as a buffer between the proposed project and Colbert Square. A tree and/or landscape plan would be required as part of the site plan review process if the proposed project were approved. Note: the Applicant indicated that, should the alley identified as "Public Alley Type F1" transition to a public street accepted by the City of Woodstock, it may be difficult to provide street trees in the addition to other streetscape amenities.*

L. Whether or not the public health, safety, welfare, or moral concerns that the surrounding neighborhood will be adversely affected.

*There will be no adverse impacts to public health, safety, welfare or resulting moral concerns.*

M. Whether the application complies with any applicable specific requirements in this chapter for conditional use permit for particular types of uses.

*Please see specific requirements additional criteria had specifically for attached single-family housing below.*

N. Whether the applicant has provided sufficient information to allow a full consideration of all relevant factors.

*The Applicant has provided sufficient information to allow for consideration of the proposed project. Staff believes it would be helpful to have a better understanding of how the Applicant intends to develop the remainder of the existing SOM community through submittal of a site plan. Staff also believes it would be helpful to have a better understanding of how the Applicant intends to develop the third "Cain parcel" across Woodpark Place to the east.*

O. Whether the conditional use requested emits or creates unusual odors which would warrant use of an odor elimination/attenuation system as recommended by industry standards.

*No odors are emitted by the proposed use that would warrant use of an odor elimination/attenuation system.*

**CRITERIA FOR CONSIDERATION OF ATTACHED HOUSING**

LDO Section 7.505 (Zoning District Matrix) states that a CUP for single-family attached is required in all districts. The following criteria shall be used for evaluating a CUP for attached product, these being in addition to the criteria had above.

A. Whether or not the proposed location and site is appropriate for a townhome product, and where the property could have a higher and better use.

*As proposed, staff does not believe a townhome product is appropriate and that the property could have a higher and better use. Moreover, staff does not believe that the proposed project, consisting exclusively of townhome units, is consistent with the DT-CMU zoning designation for the site of the RAC future land use designation/character area.*

B. Whether or not the proposal includes a mix of housing types and/or price points.

*The proposed project does not include a mix of housing types. A Variance is sought to provide only townhomes. It is assumed that the price point associated with the units would be similar to that had by townhome units had in the existing SOM community to the north.*

C. Whether commercially zoned property is proposed to be converted to a primarily residential use.

*The project site is currently vacant. There are no commercial uses proposed for the project site.*

D. Whether the proposal includes innovating or unique design.

*Staff does not believe that the proposed project includes innovating or unique design. This is to be expected – there is no mix of uses on the project site, and only a single housing type is planned.*

E. Whether the proposal includes the construction of street connections and/or Greenprints Trail connections.

*The proposed project does not include the construction of DT street connections. The Greenprints Trail (10') will be extended to the south along the eastern edge of the parcel, creating additional access opportunities to the Noonday Creek Trail.*

**CRITERIA FOR CONSIDERATION OF VARIANCE REQUEST**

Pursuant to LDO Section 11.216.2 (Variances), no Variance shall be authorized (or recommended for authorization) unless the City Council finds that all the following conditions exist:

a. That special circumstances or conditions applying to the building or land or building and land in question are peculiar to such premises and do not apply generally to other land or buildings in the vicinity.

*The project site consists of two rectangular parcels totaling approximately ± 2.7 acres. There are existing drainage and sewer easements occurring on the project site. Also, the project is peculiar in that, along Creekstone Ridge fronting the project site, the first ± 10 ft. is not owned by SOM. It is owned by Creekstone Office Park and improved with eight mature street trees*

*and shrubbery. The corner or Creekstone Ridge and Woodpark Place is also improved with a sizeable monument sign that would not be relocated to accommodate the proposed project.*

b. That the granting of the application is necessary for the preservation and enjoyment of a property right and not merely to serve as a convenience to the applicant.

*Staff does not believe that the granting the Variances is necessary for preservation and/or enjoyment of a property right. Rather they would allow for a unit count and product type that is a convenience to the Applicant and existing SOM community to the north.*

c. That the condition from which relief or a Variance is sought did not result from willful action by the Application.

*No willful action by the Applicant caused the need for relief or Variance.*

d. That the authorizing of the Variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets, increase the danger of fire, imperil the public safety, unreasonably dimmish or impair established property values within the surrounding areas or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City.

*The project would not adversely impact access to light and air. Impacts to congestion on existing public streets would be less than significant. Impacts to public safety would be negligible. If approved, townhome units are required to be sprinkled and the project will be required to meet all Fire Code standards for emergency access by relevant fire apparatus.*

**ATTACHMENTS**

Attachment A – Application
Attachment B – Acceptance Letter
Attachment C – Applicant Request Information
Attachment D – Survey
Attachment E – Site Plan
Attachment F – City Council Staff Report for CUP#059-21
Attachment G – Public Input Report (Summary from May 30, 2023, Meeting).

# ATTACHMENT B

## CITY OF WOODSTOCK
## Application for Public Hearing

**Important Notes:**

1. Please check all information supplied on the following pages to ensure that all spaces are filled out accurately before signing this form. This page should be the first page of your completed application package.
2. All documents required as part of the application package shall be submitted at the same time as the application. Incomplete application packages **WILL NOT BE ACCEPTED. One hard copy and one PDF should be submitted.**
3. Please contact the Planning and Zoning Division of the Community Development Department at 770-592-6050 if you have any questions regarding the application package, this application or the public hearing process.

Contact Person: Michelle Horstemeyer Phone: 678-776-1429

Email: mhorstemeyer@jwcatlanta.com

**Applicant's Information:**

Name: Michelle Horstemeyer

Address: 2355 Log Cabin Drive Phone: 678-776-1456

City, State, Zip: Atlanta, GA 30339 Email: mhorstemeyer@jwcatlanta.com

**Property Owner's Information:** ☐ same as above **Please attach a list if multiple property owners**

Name: South on Main , LLC

Address: 2355 Log Cabin Drive Phone: 678-776-1456

City, State, Zip: Atlanta, Ga 30339 Email: mhorstemeyer@jwcatlanta.com

**Requested Public Hearing (check all that apply):**

- ☐ Annexation
- ☐ Rezoning
- ☐ Condition Amendment
- ☐ Variance
- ☑ Conditional Use Permit
- ☐ Comprehensive Plan Amendment
- ☐ Other: _____

**STAFF USE ONLY:**

Case: CUP # 075 - 23

Received by: PB 5/5/23

Date Received: _____

Fee Paid: $ _____

Date Accepted: _____

**PUBLIC HEARING SCHEDULE:**

Pre-Application Meeting: _____

Public Input Meeting: May 30th @ 7pm - SOM clubhouse

DPC Meeting: June 7, 2023 @ 9am

Planning Commission: July 6, 2023

City Council: July 24, 2023

# ATTACHMENT B

**Property Information:**

Location: 207 & 209 Woodpark Place

Current Zoning: DT-CMU Total Acreage: 2.705

Tax Map #: 15 N 12 Parcel #: 242 & 243 Future Development Map Designation: Mid-Rise Mixed Use

Adjacent Zonings: North DT-CMU South DT-CMU East DT-CMU West DT-GO

Applicant's Request (Itemize the Proposal, including code sections for Variance requests):

A conditional use permit is required for all townhome developments zoned DT-CMU. Further, this phase is below the 5 acre minimum for residential development and our proposal does not include a mix of housing types.

Proposed Use(s) of Property:

Fee-simple townhome development

**Infrastructure Information:**

Is water available to this site? ☑ Yes ☐ No Jurisdiction: Woodstock

How is sewage from this site to be managed?

Public System

Will this proposal result in an increase in school enrollment? ☑ Yes ☐ No

If yes, what is the projected increase? _____ students

| Proposed Use(s) | # of units | Multiplier | Number of Students |
|---|---|---|---|
| Single Family (Detached) Home | | 0.725 | |
| Multi Family (Attached) Home | 29 | 0.287 | 8 |

# ATTACHMENT B

**Traffic Generation:**

If a traffic study is not required as part of this application, complete the following charts to estimate traffic generated by the proposal. Information for additional residential and all commercial/industrial development shall follow the summary of ITE Trip Generation Rates published in the Transportation Planning Handbook by the Institute of Transportation Engineers.

What is the estimated number of trips generated? 278 trips

| Code | Land Use(s) | # of units* | Daily Trip Ends | Number of Trips |
|---|---|---|---|---|
| 210 | Single Family Home/ Townhome | 29 | 9.57 | 277.53 |
| 220 | Apartment | | 6.63 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- A unit for residential purposes is equal to one residential unit. For commercial/industrial uses it is defined in the ITE table, but most often is equal to 1,000 square feet of floor area for the use specified.

**Authorization:**

Upon acceptance of the completed application package, the Community Development Department will notify the applicant of scheduled date, times, and locations of the public meetings/hearings. The applicant or a representative must be present to answer any questions that may be asked. In the event that an application is not complete, the case may be delayed or postponed at the discretion of the department.

This form is to be executed under oath. I, Michelle Horstemeyer, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Public Hearing is true and correct and contains no misleading information.

This 5 day of May, 20 23.

Print Name Michelle Horstemeyer.

Applicant Signature _____

**Consent to publish copyrighted documents on the City of Woodstock website:**

If any of the documents submitted with this application are copyrighted, I hereby attest that I am the owner of this copyright and give my consent to allow these documents to be published on the City of Woodstock website (www.woodstockga.gov) for public access and for inclusion in all agenda materials published by the City of Woodstock.

This 5 day of May, 20 23.

Copyright Owner Print Name Michelle Horstemeyer

Copyright Owner Signature _____

Sworn to and Subscribed before me this: 5 day of May, 20 23.

Notary Signature: _____

(Notary Seal)

OFFICIAL SEAL
LARA D HUTSON
NOTARY PUBLIC – GEORGIA
COBB COUNTY
My Commission Expires Sept. 10, 2024

# ATTACHMENT B

May 11, 2023

Michelle Horstemeyer
JW Collection, South on Main LLC
2355 Log Cabin Drive
Atlanta, GA 30339

**VIA CERTIFIED MAIL**
**RETURN RECEIPT REQUESTED**

**RE: Case: CUP#075-23**
**Location: 207 & 209 Woodpark Place**
**Parcel: 15N12 242 & 243**

To Whom It May Concern:

We are in receipt of the application requesting a Conditional Use Permit for the above referenced parcels. The application has been **accepted** as of May 9, 2023. However, the application fee of $300.00 was not included. This fee must be paid in order to consider the application complete.

The Public Hearing Schedule for this case is set as follows:

| | |
|---|---|
| **Public Input Meeting:** | **May 30, 2023 – South on Main @ 7pm** |
| **DPC Meeting:** | **June 7, 2023 – City Annex @ 9am** |
| **Planning Commission Meeting:** | **July 6, 2023 - Chambers at City Center @ 7pm** |
| **City Council Meeting:** | **July 24, 2023 - Chambers at City Center @ 7pm** |

Please have a representative at each meeting.

You may proceed with mailing the approved Public Input Notice Letter to the address list provided. Please send a proof of mailing to your staff contact and ensure all letters have been mailed by May 16, 2023. Following your public input meeting, a public input report should be sent to your staff contact by June 5, 2023. Report template and public input meeting details can be found in the public input policy packet.

Niwana Ray will be your staff contact for this case. If you have any questions, please contact her at 770-592-6000 ext. 1602 or nray@woodstockga.gov.

Sincerely,

Venis Ponce

Venis Ponce
Administrative Coordinator

# ATTACHMENT B

JW Collection
Case # CUP075-23
207 and 209 Woodpark Place

Response Statement

The JW Collection respectfully requests a conditional use permit to build townhomes on the parcel located at 207 and 209 Woodpark Place and zoned DT-CMU. We believe that fee-simple townhomes are an appropriate use of this 2.7 acre property due to the close proximity to South on Main and Colbert Square. Reduced density and low intensity use of the parcel are desirable and congruous with the neighboring residences. In discussions with current residents of South on Main it was clear that they prefer to see the site developed with homes of the same style and quality as currently built in SOM. An additional CUP is requested to allow a residential development on this parcel which is less than 5 acres (LDO 7.721.2c).

The master plan for this parcel provides for 29 townhomes and a generous amount of open space with walking paths and an extension of the Noonday Trail connection. The homes will be of the same architectural style as homes currently in South on Main. To accommodate this site plan, the JW Collection is seeking five variances:

JWC is seeking relief from LDO 7.729.1b to allow two buildings to face an open space that does not has a street bordering the opposite side.
JWC is seeking relief from LDO 7.721.3 to allow a single housing type
JWC is seeking relief from LDO 7.728.5 to allow 18’ wide lots.
JWC is seeking relief from LDO 7.729.3 and LDO 729.15 to allow smooth stucco on the façade at street level.
JWC is seeking relief from LDO 729.7 to allow a maximum of 2 faux windows with closed shutters on side elevations of the homes to meet the 30% window/door requirement.

ATTACHMENT B

# BOUNDRY SURVEY

## GENERAL NOTES~

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 6.8 SECONDS PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 10,288. IT HAS BEEN ADJUSTED USING THE COMPASS RULE.

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WERE A NIKON DTM-420 & A TOPCON GTS-235.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 163,357.

ALL I.P.'s ARE ½" REBARS, UNLESS OTHERWISE INDICATED.

BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.

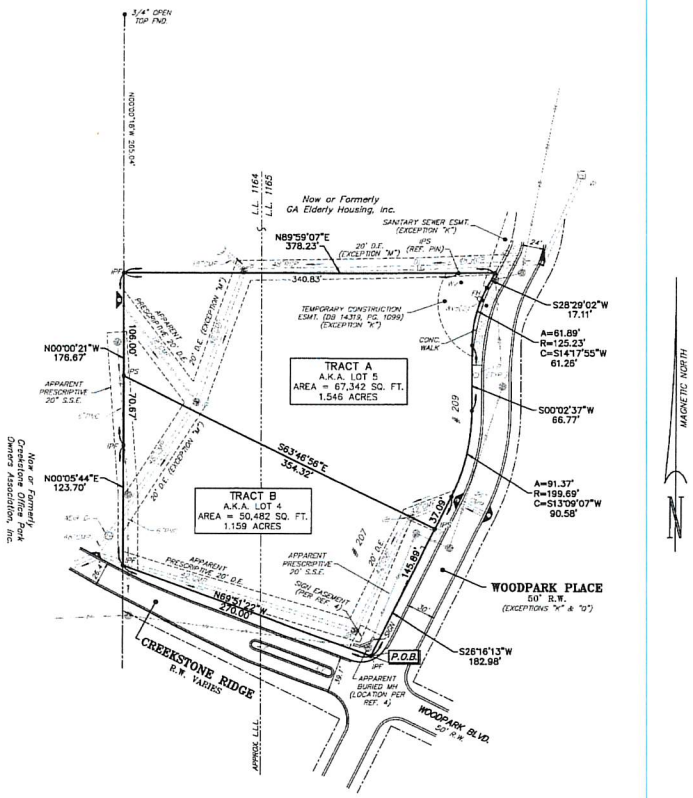
ACCORDING TO THE CURRENT "F.I.A. OFFICIAL FLOOD HAZARD MAP", COMMUNITY PANEL NO. 13057C 0334 E, DATED JUNE 7, 2019, THIS PROPERTY IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

ALL MATTERS OF TITLE ARE BASED ON A TITLE REPORT PREPARED BY BENDUN ABSTRACT, INC., FILE NO. 21551086, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2021.

REFERENCES:
1) DB 10670, PG. 39
2) DB 14319, PG. 1099
3) PB 36, PG. 103
4) SURVEY FOR THE CAIN COMPANY, PREPARED BY DAVID BARTON OF BARTON SURVEYING, INC. DATED MAY 2, 2002.

ZONING: DT-CMU (COMMERCIAL MIXED USE)

THE SURVEY AND PLAT SHOWN HEREON IS NOT INTENDED FOR USE OR RELIANCE BY ANY PARTIES OR ENTITIES NOT SPECIFICALLY LISTED IN THE TITLE. UNAUTHORIZED THIRD PARTIES SHALL INDEMNIFY AND HOLD BARTON SURVEYING, INC. HARMLESS AGAINST ANY AND ALL LIABILITY FOR ANY LOSS ARISING OUT OF, OR RELATED TO, RELIANCE BY ANY THIRD PARTY ON ANY WORK PERFORMED THEREUNDER, OR THE CONTENTS OF THE SURVEY.




ADDRESSES:
207 & 209 WOODPARK PLACE
WOODSTOCK, GA 30188

## LEGEND

| | | |
|---|---|---|
| • | IPF | = 1/2" REBAR FND. |
| • | IPS | = 1/2" REBAR SET |
| | R.W. | = RIGHT OF WAY |
| | SSE | = SANITARY SEWER EASEMENT |
| | DE | = DRAINAGE EASEMENT |
| | L.L.L. | = LAND LOT LINE |
| | C.L. | = CENTERLINE |
| • | CT | = CRIMP TOP PIPE |
| • | OT | = OPEN TOP PIPE |
| | CMP | = CORRUGATED METAL PIPE |
| | RCP | = REINFORCED CONCRETE PIPE |
| | DI | = DROP INLET |
| | JB | = JUNCTION BOX |
| | MH | = MANHOLE |
| | CB | = CATCH BASIN |
| | BM | = BENCHMARK |
| | PP | = POWER POLE |
| | FH | = FIRE HYDRANT |
| | CMF | = CONCRETE MONUMENT FND. |
| | B.C. | = BACK OF CURB |
| | E.P. | = EDGE OF PAVEMENT |
| | FEN | = FENCE |
| | O.H. | = OVERHEAD ELEC. SERVICE LINE |
| | B.L. | = BUILDING LINE |
| P | U.G. | = UNDERGROUND POWER LINE |
| | TX | = TRANSFORMER |

SURVEY FOR

# JWC ATLANTA HOLDINGS, LLC

(INCLUDING LOT 5 & A PORTION OF LOT 4, WOODPARK)

LOCATED IN LAND LOTS 1164 & 1165
15th DISTRICT, 2nd SECTION
CITY OF WOODSTOCK
CHEROKEE COUNTY, GEORGIA
OCTOBER 25, 2021 1"=60'

60 30 0 60 120 180
SCALE IN FEET

## RECORD LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION - LOT 5 AND PORTION OF LOT 4: (Deed Book 10670, Page 39)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 1164 AND 1165, 15TH DISTRICT, 2ND SECTION, CITY OF WOODSTOCK, CHEROKEE COUNTY, GEORGIA, BEING KNOWN AS WOODPARK LOT 5 AND PART WOODPARK LOT 4, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF CREEKSTONE RIDGE (RIGHT OF WAY VARIES) AND THE WESTERLY RIGHT OF WAY OF WOODPARK PLACE (50 FOOT RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY OF CREEKSTONE RIDGE N 69°51'22" W FOR A DISTANCE OF 270.00 FEET TO AN IRON PIN FOUND; THENCE N 00°05'44" E FOR A DISTANCE OF 123.70 FEET TO AN IRON PIN SET; THENCE N 00°00'21" W FOR A DISTANCE OF 176.67 FEET TO AN IRON PIN FOUND; THENCE N 89°59'07" E FOR A DISTANCE OF 340.83 FEET TO AN IRON PIN SET ON THE WESTERLY RIGHT OF WAY OF WOODPARK PLACE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY, FOLLOWING THE CURVATURE THEREOF ALONG A CURVE TO THE LEFT, FOR AN ARC DISTANCE OF 61.89 FEET, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD OF S 14°44'42" E 75.71 FEET TO A POINT; THENCE S 00°02'37" W FOR A DISTANCE OF 66.77 FEET TO A POINT; THENCE SOUTHERLY, FOLLOWING THE CURVATURE THEREOF ALONG A CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 91.37 FEET, SAID CURVE HAVING A RADIUS OF 199.69 FEET AND BEING SUBTENDED BY A CHORD OF S 13°09'07" W 90.58 FEET TO A POINT; THENCE S 26°16'13" W FOR A DISTANCE OF 182.98 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2.659 ACRES.

TOGETHER WITH - LOT 5 AREA 1: (Deed Book 14319, Page 1114)

LOT 5 AREA 1

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING A PART OF LAND LOT 1165, 15TH DISTRICT, 2ND SECTION, CITY OF WOODSTOCK, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE RIGHT FRONT CORNER OF LOT 5 OF WOODPARK SUBDIVISION BEING RECORDED IN PLAT BOOK 36, PAGE 103 IN CHEROKEE COUNTY RECORDS; SAID POINT BEING THE COMMON CORNER OF LOTS 5 AND 6 ON THE WESTERLY RIGHT OF WAY OF WOODPARK PLACE HAVING A 50' RIGHT OF WAY; THENCE CONTINUING ALONG THE SAID RIGHT OF WAY OF WOODPARK PLACE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, WITH AN ARC LENGTH OF 85.76 FEET, HAVING A CHORD BEARING OF SOUTH 09 DEGREES 04 MINUTES 33 SECONDS EAST A CHORD DISTANCE OF 75.53 FEET TO A POINT; THENCE LEAVING THE SAID RIGHT OF WAY OF WOODPARK PLACE ALONG A CURVE THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.23 FEET, WITH AN ARC LENGTH OF 61.84 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES 59 MINUTES 03 SECONDS EAST A CHORD DISTANCE OF 61.22 FEET TO A POINT; THENCE NORTH 30 DEGREES 09 MINUTES 11 SECONDS EAST A DISTANCE OF 17.06 FEET TO A POINT; THENCE NORTH 88 DEGREES 19 MINUTES 58 SECONDS WEST A DISTANCE OF 37.37 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY OF WOODPARK PLACE; SAID POINT BEING THE TRUE POINT OF BEGINNING;

SAID TRACT OR PARCEL OF LAND CONTAINS 2,012 SQ. FT. MORE OR LESS.

THE ABOVE DESCRIBES THE SAME PROPERTY AS IS SHOWN HEREON.

12-1-21: ADDED RECORD LEGAL DESCRIPTION TO FACE OF SURVEY.

*THE FOLLOWING ENCUMBRANCES WERE LISTED IN A TITLE REPORT PREPARED BY BENDUN ABSTRACT, INC., FILE No. 21551086, WITH AN EFFECTIVE DATE OF SEPTEMBER 21, 2021:*

*(B) Right of Way Deed to State Highway Department of Georgia recorded November 14, 1961, in Deed Book 85, Page 346, Cherokee County, Georgia records. (Does not affect subject property; encumbered property is south of subject property).*

*(C) Easement to Georgia Power Company, recorded April 24, 1971, in Deed Book 112, Page 502, Cherokee County, Georgia records. (May affect subject property; blanket description not plottable).*

*(D) Permit to Cut or Trim Trees to Georgia Power Company, recorded May 01, 1971, in Deed Book 112, Page 633, Cherokee County, Georgia records. (May affect subject property; blanket description not plottable).*

*(E) Right of Way Deed to Department of Transportation, recorded November 01, 1985, in Deed Book 491, Page 283, Cherokee County, Georgia records. (Does not affect subject property; encumbered property is south of subject property).*

*(F) Right of Way Deed to Department of Transportation, recorded November 01, 1985, in Deed Book 491, Page 285, Cherokee County, Georgia records. (Does not affect subject property; encumbered property is south of subject property).*

*(G) Right of Way Deed to Department of Transportation, recorded November 01, 1985, in Deed Book 491, Page 287, Cherokee County, Georgia records. (Does not affect subject property; encumbered property is east of subject property).*

*(H) Easement to Georgia Power Company, recorded June 15, 1995, in Deed Book 538, Page 412, Cherokee County, Georgia records (May affect subject property; no visible electric transmission lines currently located on subject property).*

*(I) Sanitary Sewer Easement to The Calvert Company, Inc. and The Cain Company, recorded August 02, 1988, in Deed Book 729, Page 195, Cherokee County, Georgia records. (Does not affect subject property; encumbered property is south & east of subject property).*

*(J) Easement Agreement by and between JDN Realty Corporation successor by merger to JDN Enterprises, Inc. Cherokee Associates and The Cain Company and The Calvert Company, Inc., recorded January 04, 1995, in Deed Book 1995, Page 28, Cherokee County, Georgia records. (Does not affect subject property; encumbered property is southeast of subject property).*

*(K) Right of Way Deed to City of Woodstock, Georgia, recorded November 28, 2018, in Deed Book 14319, Page 1099, Cherokee County, Georgia records (Defines current right of way configuration of Woodpark Place, as shown on plat; may affect subject property as shown on plat as Sanitary Sewer Easement & Temporary Construction Easement.)*

*(L) Memorandum of Agreement by and between The Cain Company, Christopher Calvert, as co-executor of the Estate of Marco B. Calvert, Alesha Calvert Mckinley, as co-executor of the Estate of Marco B. Calvert, and John D. Benson and JWC Atlanta Holdings, LLC, recorded October 04, 2021, in Deed Book 14709, Page 694, Cherokee County, Georgia records. (No easements or other plottable encumbrances defined in document).*

*(M) All matters as shown on plat of survey recorded in Plat Book 36, Page 103, Cherokee County, Georgia records (Affects subject property as shown on plat as "Drainage Easement", apparently some storm and sewer lines were not installed in their proposed locations; "Apparent Prescriptive 20' Sanitary Sewer Easements" & "Apparent Prescriptive 20' Drainage Easements" are shown on plat in place of some "20' Drainage Easements" & "20' Sanitary Sewer Easements" shown on record plat in proposed locations).*

*(N) All matters as shown on plat of survey recorded in Plat Book 28, Page 90, Cherokee County, Georgia records. (Does not affect subject property; encumbered properties are south of subject property).*

*(O) All matters as shown on plat of survey recorded in Plat Book 25, Page 89A, Cherokee County, Georgia records. (Does not affect subject property; encumbered properties are east and south of subject property).*

*(P) All matters as shown on plat of survey attached to Deed recorded in Deed Book 14319, Page 1111, Cherokee County, Georgia records. (Does not affect subject property; document refers to Lot 7, which is east of subject property).*

*(Q) All matters as shown on plat of survey attached to Deed recorded in Deed Book 14319, Page 1115, Cherokee County, Georgia records. (Defines portions of current right of way of Woodpark Place, as shown on plat; may affect subject property as shown on plat as "Temporary Construction Easement").*

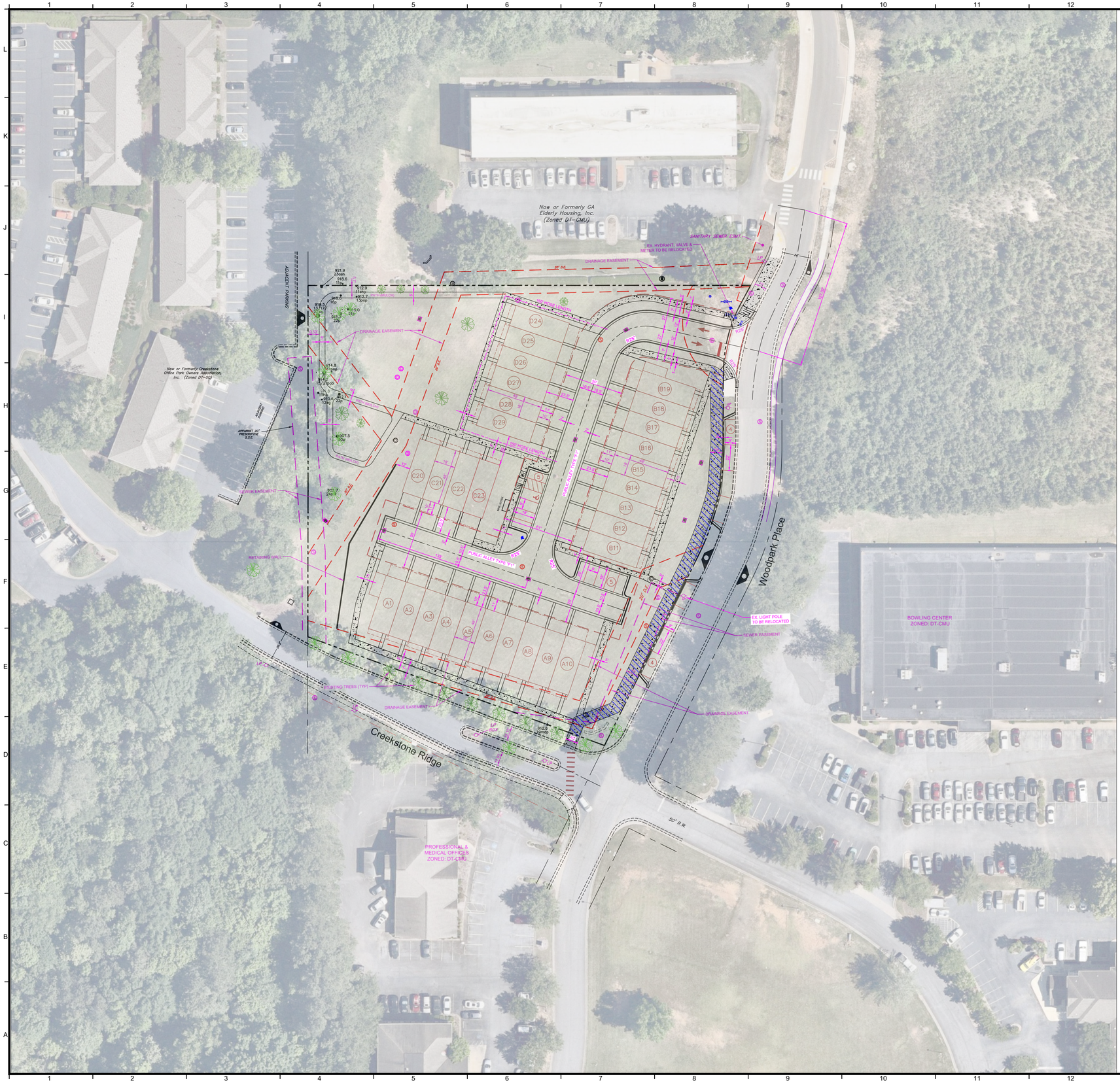
GEORGIA REGISTERED No. 3147 LAND SURVEYOR NATHAN H. JOHNSTON

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

12-1-2021
NATHAN H. JOHNSTON, GA. RLS No. 3147

| | | | |
|---|---|---|---|
| JOB # 20-003 | DRAWN BY: PW | FIELD CREW: JB/CW | |
| FIELD DATE: 10-25-21 | PLAT PREPARED: 11-4-21 | | |

BARTON SURVEYING INC.
3005 HOLLY SPRINGS PARKWAY, SUITE 101
CANTON, GEORGIA 30115
(770) 345-2810
(LICENSE No. LSF 000151)




N

0 15 30 60 Feet

SCALE: 1"=30'

**SITE DATA TABLE**

| | |
|---|---|
| CAIN PROPERTY PROJECT | |
| | |
| OWNER: | SOUTH ON MAIN LLC |
| | 2355 LOG CABIN RD, ATLANTA, GA 30339 |
| | |
| PARCELS & AREA: | 15-1165-0003, 1.546 AC |
| | 15-1164-0077, 1.159 AC |
| | |
| TOTAL PARCEL AREA: | 2.705 AC (117,823.70 SF) |
| | |
| ZONING: | DT-CMU |
| | |
| TOTAL RESD. UNITS: | 29 |
| | |
| TOTAL COMM. SF: | 0 |
| | |
| RESD. DENSITY: | 10.72 / AC |
| | |
| OPEN SPACE REQUIRED: | 20% = 23,565 SF |
| OPEN SPACE PROVIDED: | |
| PUBLIC | 3.03%, 3,568 SF |
| RESD. PRIVATE | 37.42%, 44,092 SF |
| PARKING SPACE REQUIRED | 2 PER TOWNHOME UNIT |
| PARKING SPACE PROVIDED | 2 PER TOWNHOME UNIT |
| | 10 ONSITE GUEST SPACES |
| | 8 OFFSITE STREET SPACES |

1. *Master Plan Standards.* The Master Plan shall adhere to the following standards:
   a. Six (6) copies, provided on sheets eleven (11) inches by seventeen (17) inches or larger;
   b. Scale of one (1) inch equals forty (40) feet or as prescribed by the City Engineer;
   c. Digital copy on flash drive or by download;
   d. Preliminary engineering, including conceptual utilities and conceptual grading plan;
   e. Include calculations for total acreage, number of units, residential density, open space, and commercial square footage;
   f. Identify adjacent property zoning districts, uses, and approximate structure locations;
   g. Provide written consent from all property owners whose property is included in the Master Plan;
   h. Illustrate the extension of any Greenprints Trail, as per the adopted Greenprints Trails Plan, now and as amended;
   i. Illustrate the extension of any grid streets, as per the adopted grid streets plan, now and as amended;
   j. Explain compliance with the adopted Woodstock Town Center (LCI) Plan, now and as amended, and the Woodstock Comprehensive Plan, now and as amended.

PRELIMINARY ENGINEERING, CONCEPTUAL UTILITIES AND CONCEPTUAL GRADING

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DESIGNED BY: | RBE | DRAWN BY: | RBE | CHKD BY: | RHG | | |
| JOB NUMBER: | | DATE: | 5/1/2023 | SCALE: | 1"=30' | | |
| NO. | REVISION | | | | | DATE | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |

**MASTER SITE PLAN**

CAIN PROPERTY
WOODSTOCK, GA

JW COLLECTION

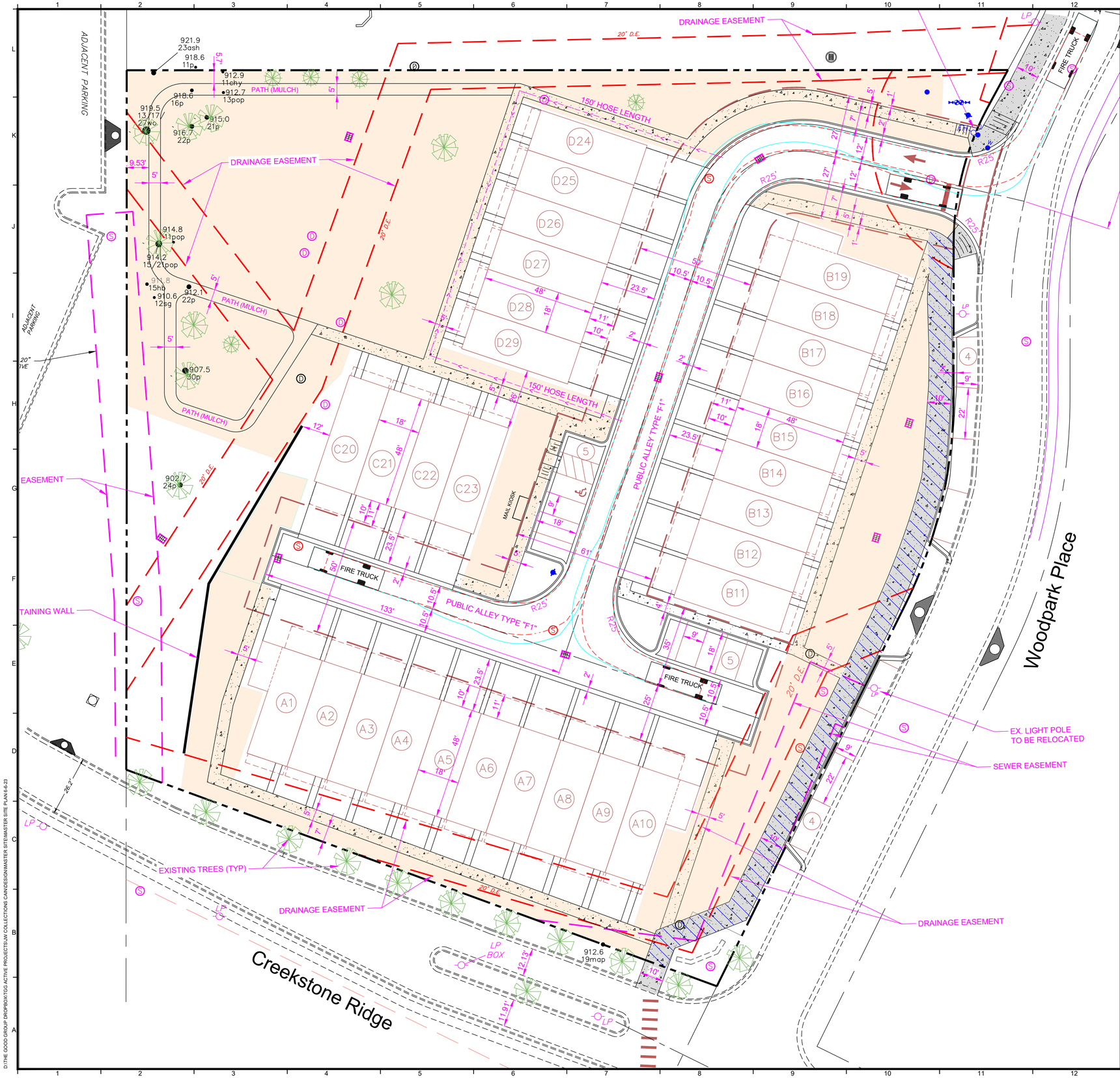
THE GOOD GROUP
Commercial Real Estate • Development • Civil Engineering
8744 Main Street, Suite 201 • Woodstock, GA 30188
Phone: 770.874.9210 • www.thegoodgroup.com

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DRAFT
NOT FOR CONSTRUCTION

SHEET NUMBER
C-1

D:\THE GOOD GROUP DROPBOX\TGG ACTIVE PROJECTS\JW COLLECTIONS CAIN\DESIGN\MASTER SITE\MASTER SITE PLAN 6-6-23




**SITE DATA TABLE**

| | |
|---|---|
| CAIN PROPERTY PROJECT | |
| | |
| OWNER: | SOUTH ON MAIN LLC |
| | 2355 LOG CABIN RD, ATLANTA, GA 30339 |
| | |
| PARCELS & AREA: | 15-1165-0003, 1.546 AC |
| | 15-1164-0077, 1.159 AC |
| | |
| TOTAL PARCEL AREA: | 2.705 AC (117,823.70 SF) |
| | |
| ZONING: | DT-CMU |
| | |
| TOTAL RESD. UNITS: | 29 |
| | |
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| | |
| OPEN SPACE REQUIRED: | 20% = 23,565 SF |
| OPEN SPACE PROVIDED: | |
| PUBLIC | 3.03%, 3,568 SF |
| RESD. PRIVATE | 37.42%, 44,092 SF |
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| PARKING SPACE PROVIDED | 2 PER TOWNHOME UNIT |
| | 10 ONSITE GUEST SPACES |
| | 8 OFFSITE STREET SPACES |

PUBLIC OPEN SPACE AREA

RESIDENTIAL PRIVATE OPEN SPACE AREA

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   b. Scale of one (1) inch equals forty (40) feet or as prescribed by the City Engineer;
   c. Digital copy on flash drive or by download;
   d. Preliminary engineering, including conceptual utilities and conceptual grading plan;
   e. Include calculations for total acreage, number of units, residential density, open space, and commercial square footage;
   f. Identify adjacent property zoning districts, uses, and approximate structure locations;
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   h. Illustrate the extension of any Greenprints Trail, as per the adopted Greenprints Trails Plan, now and as amended;
   i. Illustrate the extension of any grid streets, as per the adopted grid streets plan, now and as amended;
   j. Explain compliance with the adopted Woodstock Town Center (LCI) Plan, now and as amended, and the Woodstock Comprehensive Plan, now and as amended.

PRELIMINARY ENGINEERING, CONCEPTUAL UTILITIES AND CONCEPTUAL GRADING

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DESIGNED BY: | RBE | DRAWN BY: | RBE | CHKD BY: | RHG | | |
| JOB NUMBER: | | DATE: | 5/1/2023 | SCALE: | 1"=30' | | |
| NO. | REVISION | | | | | DATE | |
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| 5 | | | | | | | |

**MASTER SITE PLAN**

CAIN PROPERTY
WOODSTOCK, GA

JW COLLECTION

THE GOOD GROUP
Commercial Real Estate • Development • Civil Engineering
8744 Main Street, Suite 201 • Woodstock, GA 30188
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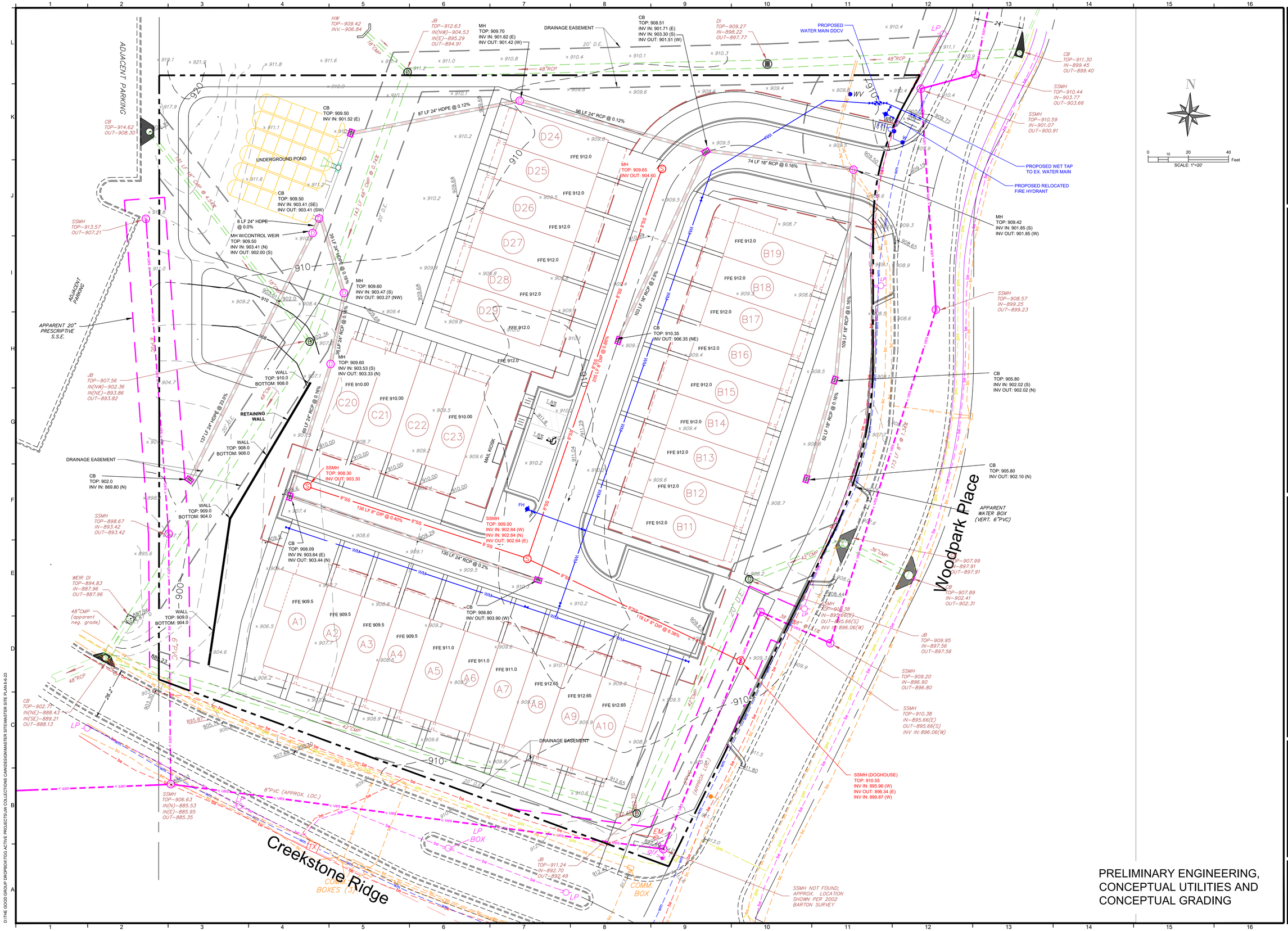
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SHEET NUMBER
C-2

D:\THE GOOD GROUP DROPBOX\TGG ACTIVE PROJECTS\JW COLLECTIONS CAIN\DESIGN\MASTER SITE\MASTER SITE PLAN 6-6-23

ATTACHMENT B




| | |
|---|---|
| DESIGNED BY: | RBE |
| DRAWN BY: | RBE |
| DATE: | 5/1/2023 |
| CHKD BY: | RHG |
| SCALE: | 1"=20' |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |

**MASTER SITE PLAN**

CAIN PROPERTY
WOODSTOCK, GA

JW COLLECTION


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SHEET NUMBER
C-3

PRELIMINARY ENGINEERING, CONCEPTUAL UTILITIES AND CONCEPTUAL GRADING

D:\THE GOOD GROUP DROPBOX\TGG ACTIVE PROJECTS\JW COLLECTION\5 CAD\DESIGN\MASTER SITE\MASTER SITE PLAN 6-6-23

# ATTACHMENT B

**Council Ward:** 2
**Evaluation Prepared by:** Katie O'Connor, AICP


**Report Contents:**
Summary ------ Pg. 2
Density --------- Pg. 3
Variances ------ Pg. 4, 10
Comp. Plan ---- Pg. 4, 5, 7, 8
Staff Rec. -------Pg. 12


**Applicant:** Chuck Young, Partner, Prestwick Companies
3715 Northside Parkway, NW, Building 200, Suite 175
Atlanta, GA 30327
Chuck Young 404-949-3892, chuck@prestwickccompanies.com
Contact Person: Jason Scheidt, 404-304-0439, jscheidt@gmail.com

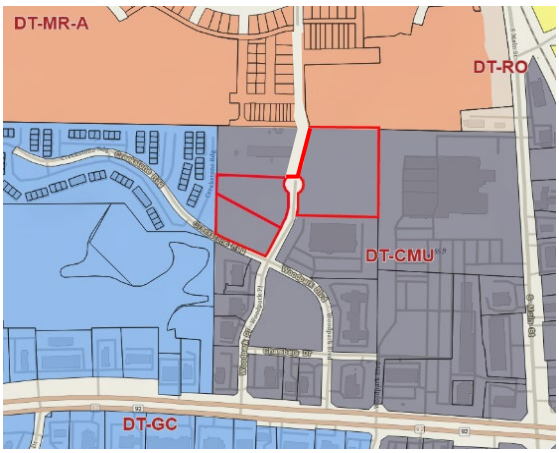
**Owner:** The Cain Company c/o Judy Cain

**Parcel #:** 15N12 242, 243, and 245

**Location:** 207-209 Woodpark Place

**Area:** ± 6.6 acres

**Request:** CUP for Multifamily Rental and Variances




**Proposed Use/ Purpose:** Commercial Mixed Use with 3 Commercial Buildings and 179 Multifamily Rental Units

**Current Zoning:** Downtown Commercial Mixed-Use (DT-CMU)

**Current Land Use:** Vacant

**Future Land Use:** Urban Core

**Surrounding Properties:**

| | Current Zoning | Current Land Use |
|---|---|---|
| **North** | DT-MR-A (Downtown Medium Density Residential) | South on Main – single family residential and Colbert Square – multifamily senior living |
| **East** | DT-CMU (Downtown Commercial Mixed Use) | Sam's Club |
| **South** | DT-CMU (Downtown Commercial Mixed Use) | Bowling Alley, Office buildings, and a vacant parcel |
| **West** | DT-GC (Downtown General Commercial) | Creekstone Office Park |

**Input Meeting:** May 20, 2021
**DPC Meeting:** June 9, 2021
**PC Meeting:** July 1, 2021
**Council Meeting:** July 26, 2021

# ATTACHMENT B

**Executive Summary:**
This applicant originally applied for this Conditional Use Permit for an apartment development with the opportunity for John Wieland and South on Main, LLC, to enter the zoning process at the same time to relinquish their entitlement to 180 multi-family rental units in favor of the ability to build more single family units than what they are currently allowed (they have built approximately 212 of 395 available single family units). This opportunity entailed a possible partnership to share stormwater facilities, but unfortunately the parties were not able to reach an agreement, according to Mr. Wieland, so they pulled out of the process. Having already expended a significant investment exploring the property and getting plans ready for the public hearing process, this applicant, Prestwick, has decided to see the process through despite Mr. Wieland's withdrawal, especially since Ms. Judy Cain, the subject property owner, has not yet been able to see her property through any sort of zoning process to date, though there have been many times the property was under contract.



The proposal is for 179 rental dwelling units in three buildings with a maximum height of 4 stories, and several smaller commercial components, including a coffee shop and co-working space in one of the residential buildings, and three small commercial buildings labeled 'jewel boxes,' which staff understands to be stand-alone commercial buildings that will contain just one tenant and avoid some of the challenges that come with having neighbors in a multi-tenant building. The development includes underground stormwater detention and features the city's desired streetscape designs with a central pedestrian plaza, parking lots screened from the street by buildings, and two small parks in addition to the amenity area.

The applicant, Prestwick, is responsible for the uniquely designed Park 9 at Ridgewalk Parkway, one of Woodstock's most sought-after apartment communities. It should be noted that Prestwick was able to develop Park 9 under the strict Form-Based Code regulations with no variances because of their willingness to implement creative and sometimes expensive design elements that the code prioritized.

Recently there has been much discussion about housing in Woodstock and the Multi-Family Residential Goals Policy. Currently we have entitlements which put the multi-family rental number over the 20% limit. The policy and current percentages can be found at the end of this report.

Because of this policy, at the June 9, 2021, meeting the Development Process Committee voted to recommend denial of the project based on the Multi-Family Residential Goals Policy (CPM 700-0002) alone; however, staff is in support of the project based on its merits, and its compliance with the 2018 Comprehensive Plan, with conditions which would tie the project to the site plan, granting the relatively few necessary variance requests and an increase in density, require simultaneous construction of the commercial and residential, require a few transportation improvements along Woodpark Place, and require each unit to be platted to condo standards and sub-metered to provide for future conversion to fee-simple condominiums. The full condition language that the DPC voted on that could be used if the project were to be approved is found near the end of this report on pg. 12. On the July 1 meeting, the Planning Commission voted to recommend denial entirely, 5-2.

# ATTACHMENT B

**Density:**

The code allows density bonuses in the DT-CBD and DT-CMU districts, which are the most dense and intense districts, up to 40 dwelling units per acre (du/ac) with the approval of the Mayor and City Council. The base density in DT-CMU is 12 du/ac. The request for 179 apartment units on 6.599 acres is 27.13 du/ac. What the code suggests for density bonuses is copied below. They need an additional 15.13 units per acre.

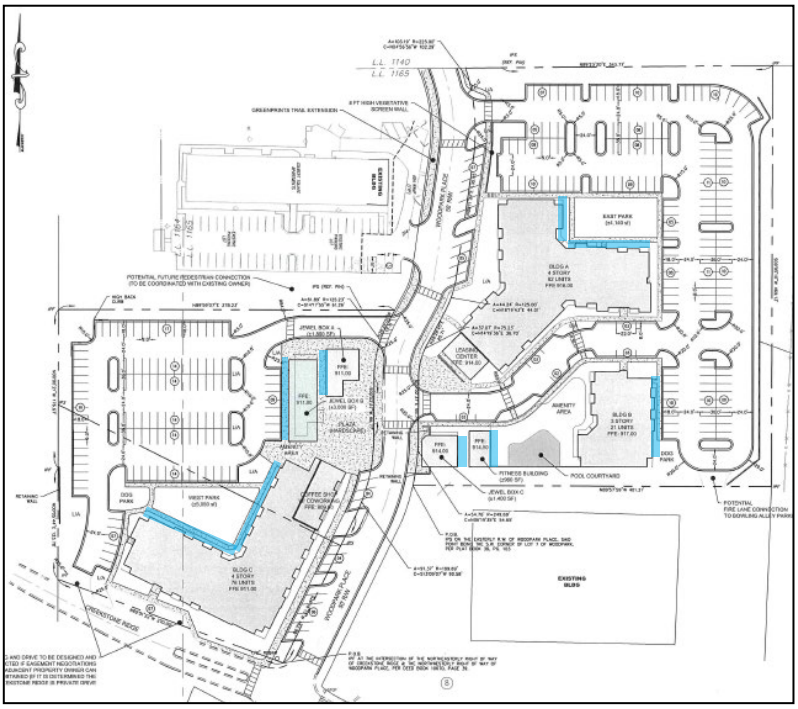
a. For DT-CBD and DT-CMU, the base density of twelve (12) DU/ac (Dwelling Units per Acre) can be increased up to forty (40) DU/ac maximum, using any combination of the following bonus incentive procedures:
   i. Vertical mixed-use structure—Twenty (20) percent DU/ac increase.
   ii. Provision of open space above the twenty (20) percent minimum requirement—One (1) percent DU/ac increase per one thousand (1,000) square feet of open space up to twenty thousand (20,000) square feet maximum or twenty (20) percent DU/ac increase maximum.
   iii. Structured parking with parking spaces available to the public at no charge—One (1) percent DU/ac increase per one (1) parking space.
   iv. Professional office space—Ten (10) percent DU/ac increase per ten thousand (10,000) square feet of professional office space.
   v. Mayor and City Council reserve the right to increase density above forty (40) DU/ac on a case by case basis, depending on the compatibility of the project with adopted plans, considering the following elements: economic impact, regional significance, amenities provided to the community, and public infrastructure improvements.

| Incentive Provided | Density Increase & Explanation | Increase in du/ac |
|---|---|---|
| VMU Building | 20% increase | 2.4 du/ac |
| Additional Open Space | Max 20% - 1% increase for each 1,000 sf of Open Space over the min required. In this case, 37.9% is provided (±108,900 sf). That's 43,656.75 sf over the minimum req. (43.7% increase) | Max allowable is 2.4 du/ac, though the proposal offers well over the max |
| Compatibility of project with adopted plans | Increases for these next items are not stated in the code. Staff suggests 40% for this category because this project addresses housing need highlighted by the County Housing Study, it furthers the goals of the Comprehensive Plan, supporting the desire to continue dense downtown development south into the CMU district. This will be the first major development in the CMU district aside from Sam's Club, which did not at all address the vision. | Staff recommends 4.8 du/ac |
| Amenities provided to the community | Three independent commercial buildings, the pedestrian plaza, and the coffee shop and co-working space will undoubtedly benefit the South on Main community, and the city at large. Staff recommends 20%. | Staff recommends 2.4 du/ac |
| Public infrastructure improvements | The applicant has agreed to the public planning and improvements that are found in the recommended conditions. Staff recommends a 40% increase. (40% of 12 du/ac, which is 4.8 du/ac) | These staff-proposed improvements are significant, though the project contains no new streets. Staff rec. 4.8 du/ac. |
| | | Proposed total bonus: 16.8 du/ac, making a total of 28.8 du/ac |

# ATTACHMENT B

**Unique Features of the Proposal:**

The proposal includes 3 commercial buildings, 3 residential buildings, and an amenity area for the residents. Plans include upgrading of streetscapes in the area, with a pedestrian plaza with unique buildings surrounding as the main centerpiece.



Images from the applicant of uniquely dressed elevations suggest that they may want murals in some areas, so staff recommends allowing them on the backs of all buildings (blue areas) through zoning so that we don't need to deal with sign waivers in the future. Murals would not be a requirement, just an option.

*Rear of commercial buildings and pedestrian access from West parking lot*




**Variances:**

Aside from the Conditional Use Permit and density increase, three variances have been requested. The first is to reduce the Street Façade Frontage percentage from 100% to 90%. This is a very minor request. The second is to the mix of housing types section, and staff would support the relief because of the inclusion of commercial, even though it doesn't quite meet the 20% commercial needed to be exempt from this requirement. The last variance request is to have the parking be surface rather than in a deck. The proposed underground stormwater storage system cannot be located under a parking structure. Staff would rather have stormwater and parking occupy the same area than have a large pond taking up precious space.



**Comprehensive Plan Compliance:**

The project and the conditions to which the applicant has agreed address several of the Community Goals found in the Comprehensive Plan, including those in the table on the next page.

# ATTACHMENT B

| 2018 Comprehensive Plan Community Goal | Reference | Proposal Compliance |
|---|---|---|
| Use design guidelines, existing walkability, and infrastructure investments to expand the range of walkable places and promote alternative transportation | Transportation Opportunity, pg. 8 | The proposal meets this goal by extending the walkable area from South on Main south to 92 along the new Reeves Street connection. |
| Address regional roadways to provide for efficient traffic flow in and out of Woodstock | Transportation Need, pg. 8 | The intersection with Reeves St/Woodpark Place and Highway 92 will most definitely need to be reworked to address even just the South on Main traffic, as well as any new development |
| Develop Public-Private Partnerships to advance transportation goals | Transportation Opp., pg. 8 | Applicant has agreed to improve certain areas along existing streets and provide plans for the city to improve other areas |
| Expand trail system | Parks & Rec Need, pg. 9 | The applicant will install the trail section along their property frontage |
| Engage arts community and help establish arts communities throughout the city | Parks & Rec Opp., pg. 9 | The mural condition seeks to encourage an artsy vibe in the development |
| Create more public realm in the downtown area, and enhance existing public space, including family-focused amenities | Land Use Opportunity, pg. 9 | This project does offers new commercial public realm area complete with eyes on the street 24/7 which enhances safety |
| Use Downtown Woodstock as a successful precedent/catalyst for far more walkable areas in Woodstock | Land Use Opportunity, pg. 9 | The proposal would create a new walkable area in Woodstock and there are other properties nearby that will develop if the development is successful |
| Utilize access to existing regional transportation corridors to attract business and residents | Economic Development Opportunity, pg. 9 | The property's access to Highway 92 relieves the city of the typical fears with adding density and the traffic it demands to already congested areas. |
| Increase variation in housing stock, including new residential options in Downtown area | Housing Needs, pg. 10 | This would be a smaller apartment development that is new and truly mixed use; the only example is at 260 Chambers St. |
| A diversity of housing types, densities, and price ranges | Housing Needs, pg. 10 | There has not been a new rental development in DT since Walton in 2012. |
| Accommodate growth while creating a sustainable community and implementing the vision | Core Issues & Guiding Principles, pg. 16 | This proposal seems to illustrate this statement. Woodstock is growing rapidly, like everywhere in the Atlanta Metro. While we should not bend to development pressure, perhaps we should consider recognizing a proposal that implements our vision. |

**Zoning History:**

No recent zoning action on the property was found, but staff has reviewed and discussed many concept plans with several entities on these properties over the last several years, and we know that the property owner is eager to sell the property and to produce a development from the sale that the fits with the City's future plans.

# ATTACHMENT B

**Criteria for Consideration of a Conditional Use Request:**

Woodstock LDO Section 7.503- Conditional Use Permit Review Criteria, provides the following criteria which must be considered in reviewing Conditional Use requests:

**(a) Whether or not there will be a significant adverse effect on the surrounding area in which the proposed use will be located.**

The commercial uses are expected to all be permitted uses, so the only use which requires a CUP is the multi-family rental units. There is not expected to be an adverse effect on the surrounding area in the near future. It can be debated whether apartments could have an adverse future effect on the area as they age, but the design, location, inclusion of commercial, and boutique size of this proposed urban condo-style rental development will fetch high rents which will require pristine maintenance for the foreseeable future.

**(b) Whether or not the use is otherwise compatible with the surrounding area.**

The use is compatible with the surrounding area because of its current zoning, DT-CMU, which is the most dense and intense zoning district in the city, and because of nearby uses such as Colbert Square, a multifamily senior living development, the commercial uses closer to Highway 92, and the proximity of Highway 92 itself. The use would also be integrated into the cityscape by fronting on a public street and including independent commercial development.

**(c) Whether or not the use proposed will result in a nuisance as defined under state law.**

The proposed use is not expected to result in a nuisance.

**(d) Whether or not quiet enjoyment of surrounding property will be adversely affected.**

Quiet enjoyment of surrounding properties is not expected to be affected after construction is completed.

**(e) Whether or not property values of surrounding property will be adversely affected.**

Property values of surrounding properties are not expected to be adversely affected; in fact, the proposed development with its commercial component would likely be better for surrounding property values than the currently vacant land.

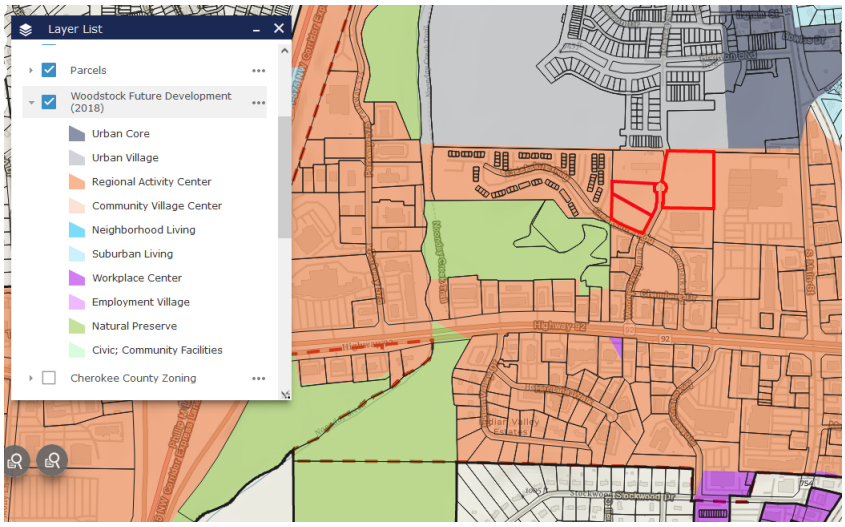
**(f) Whether or not adequate provisions are made for parking and traffic considerations.**

According to our codes, adequate provisions are planned for the necessary parking, though they are asking for a variance to have the parking be surface parking and not in a deck which will allow the underground detention.

**(g) Whether or not the site or intensity of the use is appropriate.**

The site is appropriate for the use, and the intensity of the use is appropriate when measured against surrounding uses and the future character area. This project would elevate the entire area, creating a new downtown commercial node, and extending the popular Downtown Woodstock area further south as City plans envision.

**(h) Whether or not special or unique conditions created by the use are consistent with the purpose, intent and goals of the Comprehensive Town Plan.**




The Future Development Map shows the property in the Regional Activity Center (RAC), which, as has been discussed in previous cases, is the most reasonable place to have apartment development, along with the Urban Core. Below is an excerpt from the Comprehensive Plan, with some relevant statements outlined:

As an employment- and retail-oriented town center, pedestrian facilities and connectivity are a key focus. The overall environment should be attractive and enjoyable for walking. While larger in scale and more modern in design than any other character area, development must be attractive and approachable from street level.

Design factors for this area include: addressing the size of commercial development in terms of square footage by visually breaking up street-level facades of large buildings into more pedestrian-scaled units; design parameters for parking and internal circulation/access; architectural treatments; building setbacks, siting and orientation; buffer requirements to ensure compatibility with adjacent residential; and other factors which promote a pedestrian-friendly environment, even within higher intensity commercial and residential.

It is important to note that the vision described in this area is largely long-term and aspirational, and reflects a kind of development that is desired by the community, supported by previous planning efforts, and is best suited to the areas identified in the FDM. In the near to mid future, the vision of the Regional Activity Centers can be accomplished by incremental improvements in design and a gradual increase in intensity and the mix of uses present. As such, when changes to occur in these areas, it is important that they include some substantial improvement in design, intensity and/or mix over the current condition. For example, if a large-lot shopping center redevelops, the new incarnation could feature a better on-street presence, a new residential or office component, an overall increase in the level of activity, improved pedestrian connectivity, or some combination

While larger in scale and more modern in design than any other area, development here must be attractive and approachable from street level



# ATTACHMENT B

| Continue to create and sustain a unique community identity and structure | Economic Development | Housing | Land Use | Parks & Recreation | PR & Communications | Sustainability | Transportation |
|---|---|---|---|---|---|---|---|
| All new development should contribute to an overall sense of community. | | ✔ | ✔ | | | | |
| Encourage the continued redevelopment of the urban core as the symbolic heart of the city. | ✔ | ✔ | ✔ | | | | |
| Expand and strengthen the downtown by building on its current successes and small town atmosphere. | ✔ | ✔ | ✔ | | | | |
| Increase the viability of live, work and entertainment choices within the downtown area. | ✔ | ✔ | ✔ | | | | |
| Attract a mix of businesses that will continue to make downtown a destination | ✔ | | | | | | |
| Ensure that retail and commercial development will support tax base | ✔ | | ✔ | | | | |
| Encourage rooftop gardens and restaurants, entertainment venues, education center, and mixed use development | ✔ | ✔ | ✔ | | | ✔ | |

**Regional Activity Center**

Primary Land Uses:

A mix of commercial, office, and associated residential uses

Always located at a major crossroads with infrastructure in place to support regional uses

Infrastructure:

Full Urban Facilities and Services

Mixed Use/Urban Streets

Internal Pedestrian Ways

Civic Spaces, including Plazas, Squares, and Greens






Above and to the right are screenshots from the goals and RAC sections of the comprehensive plan. Notice that 3 of the 4 photos included in the visual preference area include multi-family. It is also important to note that the city hasn't seen many new for-sale condo projects in recent times.

**(i) Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.**

Staff has discussed lining the property boundary with Colbert Square with vegetation to screen the parking lot that would be directly adjacent to theirs and the applicant has agreed. If approved, the Council may wish to add a condition regarding landscaping. After the staff

recommendation had been made, staff received John Wieland's input on screening against their property. Currently, there is an existing stream buffer and pond on the South on Main multifamily phase, and there is a grade change between the two properties which would help provide screening and separation, but the applicant has also agreed to address this boundary with landscaping. It should be noted that there is no buffer requirement between properties in the Downtown District, and there are typically no buffers required between properties with the same use, as these two properties would be if the proposal for multifamily is approved.

**(j) Whether or not the public health, safety, welfare or moral concerns of the surrounding neighborhood will be adversely affected.**

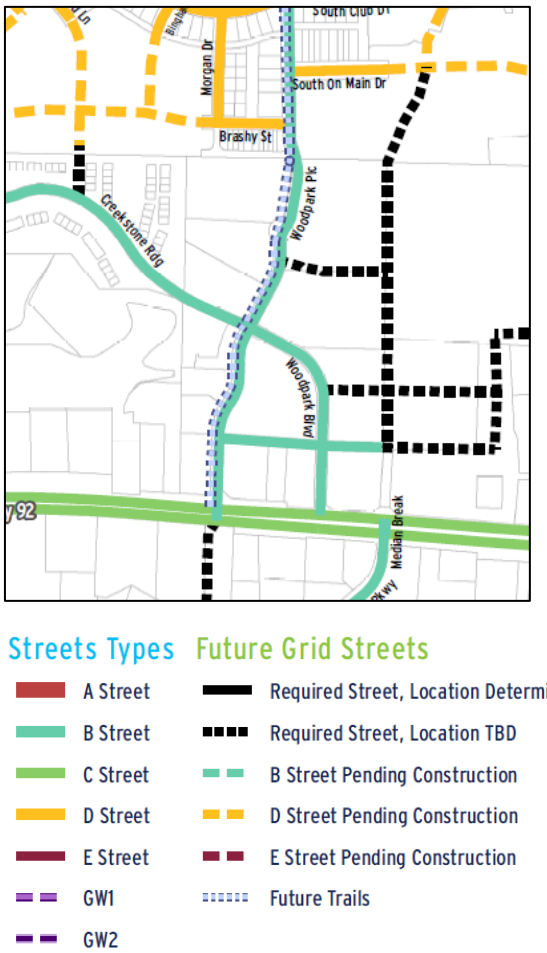
Health, public safety, welfare, or moral concerns of the surrounding neighborhood are not expected to be affected. Some residents in South on Main are concerned about people using Reeves Street to cut through South on Main to get to Downtown, but this street was connected in the first place as a condition of South on Main being approved because there were major concerns with having 575 units all only accessing Main Street. This public street connection is good for everyone, and it is unreasonable to imagine development won't occur in this area so close to Downtown, Highway 92, and I-575.

**(k) Whether the application complies with any applicable specific requirements set forth in this chapter for Conditional Use permits for particular types of uses.**

LDO Sec. 7.506 (17) outlines specific requirements for the use:

> P*17—Residential, Multi-Family, Rental uses shall not solely have access from D streets, unless there are a minimum of four (4) access points to B and/or D streets, each connecting to the existing transportation network outside the development, and which are not dead end streets. Developments with more than thirty (30) units shall complete a sewer availability and capacity study, and shall submit a traffic study, at the time of site plan submittal.

The proposed location has access to B streets, not D streets, so it complies with the first part of this section, and staff will ensure that the last sentence is adhered to during site plan review.




**(l) Whether the applicant has provided sufficient information to allow full consideration of all relevant factors.**

All information requested by staff and required by the application process have been submitted.

# ATTACHMENT B

**Criteria for Consideration of a Variance Request:**

| V# | LDO Sec. | Ordinance Requirement | Proposed | Staff Comments |
|---|---|---|---|---|
| 1 | 7.728 (table) | 100% Street Façade Frontage | 90% Street Façade Frontage | This is a minor request that is supported by staff because the design meets the intent of the code |
| 2 | 7.721 (3) | Mix of housing types (3 required for 5.01 – 10 ac) | 1 housing type w/commercial | Even though the commercial area doesn't meet the 20% for exemption, staff is supportive because of the mix and inclusion of 3 separate, unrelated commercial buildings, even though the comm. area is smaller than hoped. |
| 3 | 7.727 (14) | Parking for multi-family required to be in a garage or structure | Surface parking with underground stormwater system | Supported because of the underground stormwater proposal which would not be possible under a deck/structure. |

Woodstock LDO Section 10.160- Variances, provides the following criteria which must be considered as the Planning Commission and City Council review variance requests:

**(a) There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.**

Rather than being related to the particular piece of property in question, the three variances requested have more to do with being able to produce the desired development without the practical difficulties presented by these certain code requirements. Please read the details in the next answer below.

**(b) The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.**

Variances 1 and 2 are situations where the applicant has come very close to meeting the standard, missing just 10% building frontage on one of the parcels, and providing significant commercial development but not quite meeting the 20% commercial land area (not counting any open spaces) needed to meet the exemption allowed for in the code. According to the applicant, Variance 3 is related to the need to have a large underground stormwater detention system. If the parking is surface, they have less land area for buildings but more underground area for stormwater containment, allowing them to avoid an above-ground pond and reducing the likelihood of flooding. Underground detention cannot be located beneath a parking structure or building.

**(c) Such conditions are peculiar to the particular piece of property involved.**

These conditions are peculiar to the proposal and the subject property.

**(d) A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.**

A literal interpretation of the ordinance would not necessarily deprive the applicants of any rights that others in the same district are allowed, but would potentially produce a site design that is not as desirable.

**(e) Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.**

Relief is not expected to cause detriment to the public good or impair the intent of the ordinance in question, which highlights walkable design, screening of unsightly areas, and efficient use of land.

**(f) Special circumstances or conditions applying to the building or land or building and land in question are peculiar to such premises and do not apply generally to other land or buildings in the vicinity.**

The main condition applying to the land that is peculiar to the premises has to do with the elevation of the subject property, being situated below South on Main, which will cause the subject property to have to manage more stormwater than would be present were the sites at the same elevation.

**(g) Granting of the application is necessary for the preservation and enjoyment of a property right and not merely to serve as a convenience to the applicant.**

Granting of the application is not necessary for the preservation of a property right, but also would not merely serve as a convenience to the applicant. Staff feels that the applicant has asked for the least amount of variances possible and has made design changes to conform more closely to the code early during the public hearing process.

**(h) The condition from which relief or a variance is sought did not result from willful action by the applicant.**

The conditions from which relief are sought support good design, and staff feels that this intent is still being met by the proposal.

**(i) Authorizing of the variance will not impair adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets, increase the danger of fire, imperil the public safety, unreasonably diminish or impair established property values within the surrounding areas or in any other respect impair the health, safety, comfort, morals or general welfare of the inhabitants of the City.**

Authorizing of the variance is not expected to affect any of these areas.

# ATTACHMENT B

**Staff Recommendation:**

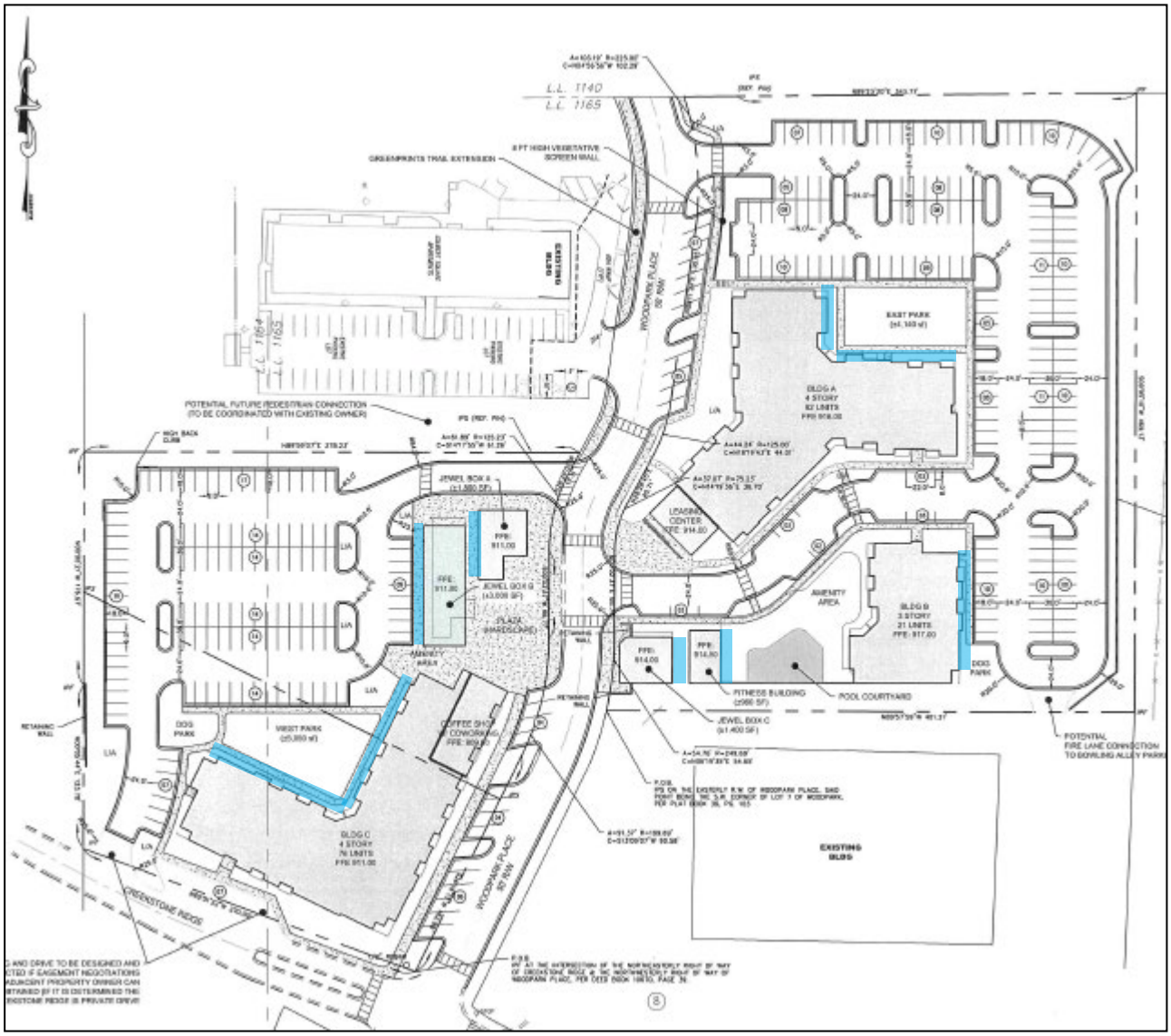
At the June 9, 2021, meeting the Development Process Committee voted to recommend denial of the project based on the Multi-Family Residential Goals Policy (CPM 700-0002) alone; however, staff is in support of the project based on its merits, and its compliance with the 2018 Comprehensive Plan, with the following conditions:

1. A Conditional Use Permit is granted to allow 179 apartments, on the condition that all commercial buildings are permitted and constructed simultaneously with the first apartment building.
2. Variances are granted to allow the proposed development, the design of which shall be substantially similar to the concept plan, attached hereto as Exhibit C, and made a part hereof by reference.
3. Murals shall be allowed (not required) on the backs of buildings in the areas designated in blue on Exhibit C.
4. The bowling alley rear wall shall screened with a landscaping buffer to include trees and shrubs, as approved by the DPC.
5. Density bonuses shall be granted for the transportation improvements, for the Vertical Mixed Use building and for the provision of additional Open Space, which is to be required in the amounts shown on Exhibit C.
6. The Applicant agrees to enter into a Development Agreement with the City Council prior to the issuance of the first Land Development Permit (LDP), which will detail the specifications, responsibilities, and schedule, among other requirements, to redesign and improve Woodpark Place from Highway 92 to the intersection with Creekstone Ridge ("Project"), which will include, but not be limited to: access management (driveway closures), signal and turn lane modifications, and new striping, to reduce vehicular conflicts, improve turning movements, and enhance traffic flow through the corridor. The City of Woodstock will coordinate with GDOT to request and receive the applicable approvals necessary to complete this Project. The City of Woodstock will also initiate and complete the acquisition of the rights-of-way along with the construction and permanent easements required to construct this Project. The Applicant agrees to fund the construction cost of the Project.
7. Applicant shall improve both sides of Woodpark Place, from the South on Main property line to its intersection with Woodpark Blvd., to include installing the required streetscape in the existing right of way along the Woodpark Place frontage of the bowling alley parcel, 15N12 246, and as shown on Exhibit D.
8. Applicant shall provide engineered designs for streetscapes designed to B Street standards for the entirety of Woodpark Place, Woodpark Blvd, and Chambers Drive, with Greenprints Trail on the west side of the entirety of Woodpark Place, as shown on Exhibit D.
9. Each residential unit shall be platted to condo standards in accordance with LDO Chapter III, and sub-metered to provide for future conversion to fee simple condominiums.

**Planning Commission Recommendation: Denial, 5-2, with PC Gable and PC McPherson in opposition.**

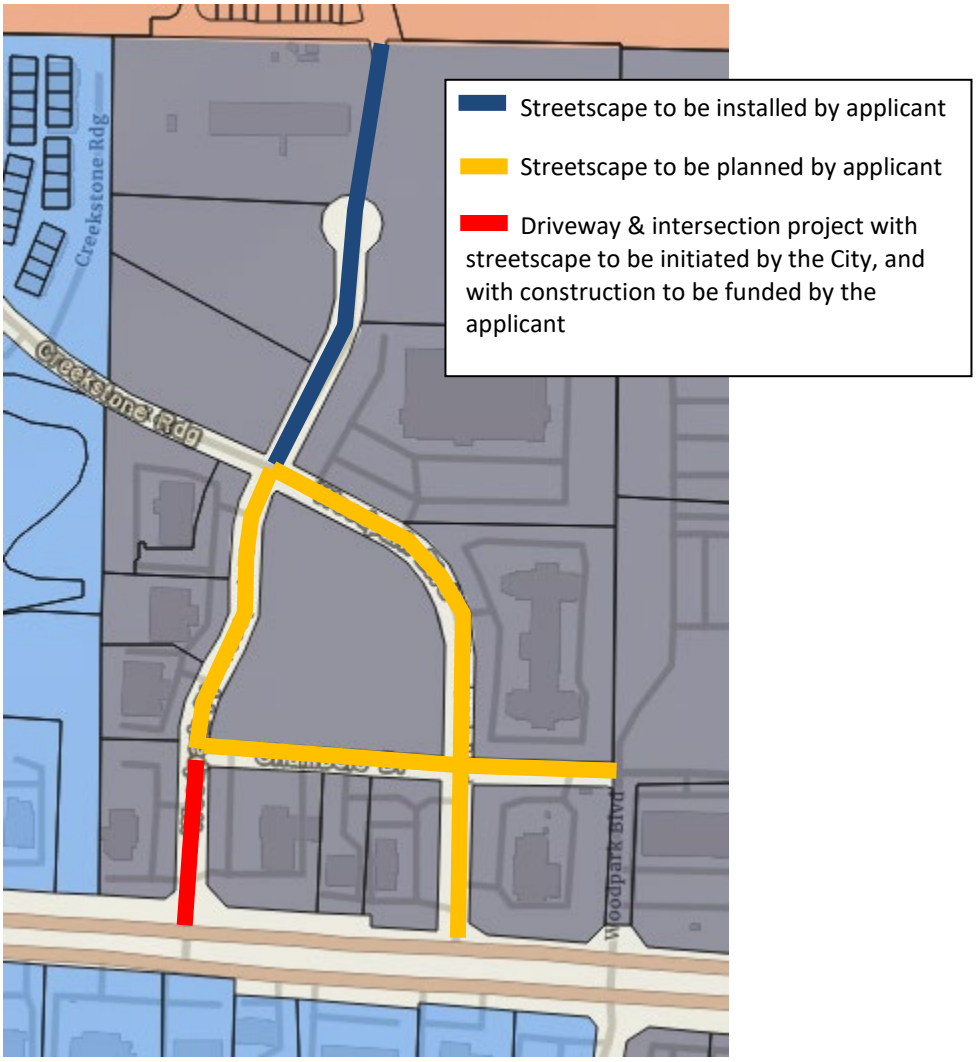
# ATTACHMENT B

**Exhibit C** – Concept Plan w/potential mural locations



# ATTACHMENT B

**Exhibit D** – Streetscape Improvement & Design Areas

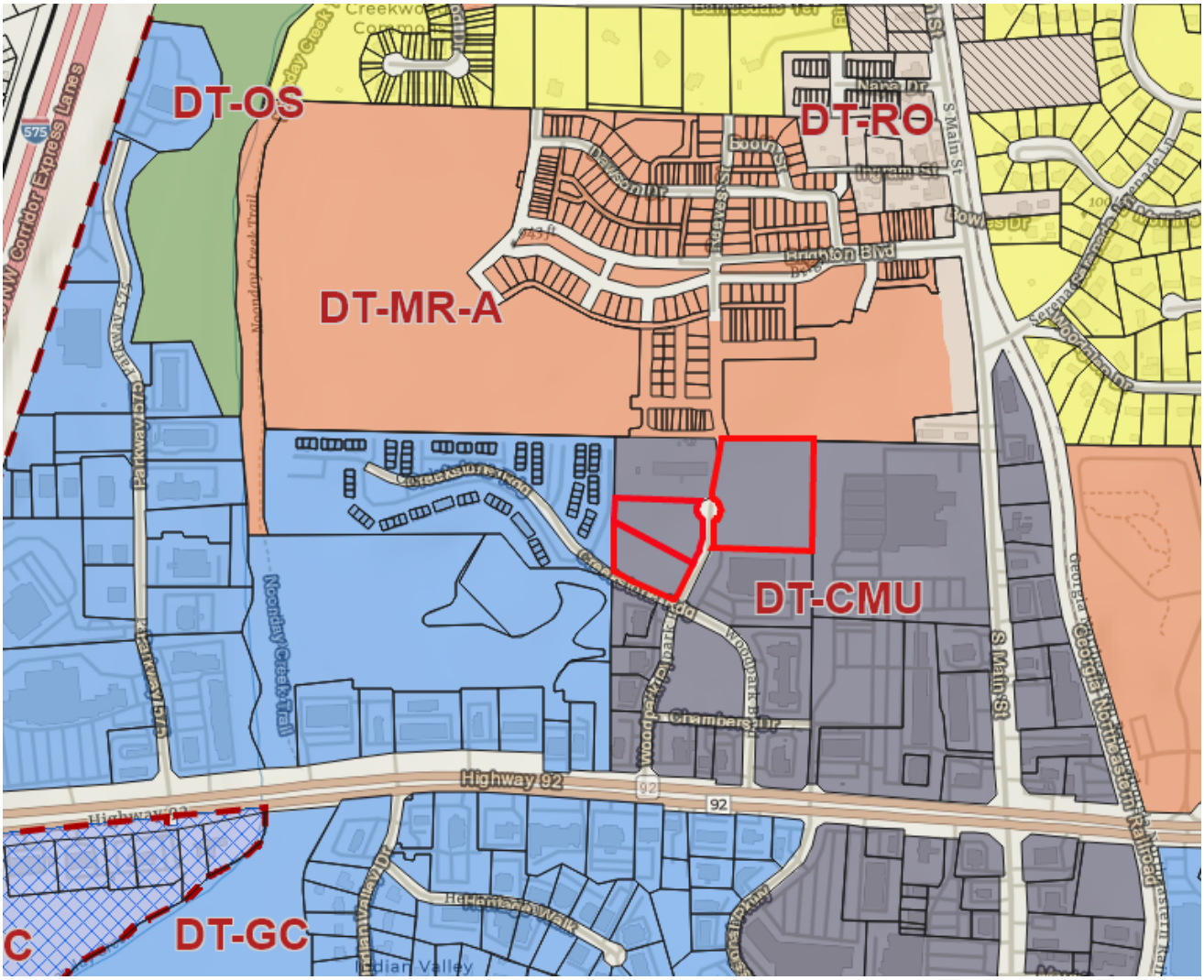



**Other Attachments:**

- Zoning Map
- Aerial
- Latest Housing Stock Summary
- Residential Goals Policy

# ATTACHMENT B

Zoning Map



# ATTACHMENT B

Aerial




Latest Housing Stock Summary as of 6.24.21

| *2021 Housing Stock Summary - Single Family, Apartments, & Age Restricted* | | | |
|---|---|---|---|
| | **Units** | | |
| | | | |
| **Single Family Residences** | **12,348** | | |
| **Apartment Units** | **3,987** | | |
| **Age Restricted (Senior/Elder)** | **1,514** | | |
| | | | |
| **Total** | **17,849** | | |
| | | | **CPM Goal** |
| | **69.18%** | *SFR (fee-simple)* | **75%** |
| | **22.34%** | *Apartments* | **20%** |
| | **8.48%** | *Age Restricted* | **5%** |

# ATTACHMENT B

Residential Goals Policy

| City of Woodstock, GA | | Council Policy Manual | |
|---|---|---|---|
| **Subject:** | **Multi-Family and Senior Living Residential Goals (Planning Policy)** | | |
| **Policy No.:** | **#700-0002** | | |
| **Effective Date:** | **10/10/2000** | **Revised Date:** | **10/22/2018** |

**BACKGROUND:** The City of Woodstock believes that uncoordinated and unplanned growth together with a lack of common goals toward land conservation pose a threat to the environment, to public health and welfare and to sustainable economic development.

The City desires to develop Planning Policies intended to provide the guiding goals, objectives, policies and strategies used to guide the development and adoption of the comprehensive plan and development regulations of the City of Woodstock. The categories in which goals are to be developed include, growth, sprawl reduction, transportation, housing, economic development, open space and recreation, environment, public facilities and services, education and historic preservation.

The City Council encourages the availability of housing to all economic segments of the population and promotes a variety of residential densities and housing types. In determining the suitability of the location and identification of sites for apartments, the Council considered the availability and proximity of adequate transportation, land use, neighborhood compatibility and the availability of public services for the community.

**GOAL:**

The City's long-term plans provide for sufficient multi-family and senior living use land within the City of Woodstock at densities to meet the current and future needs of the local population. The number of multi-family units (apartments) shall not exceed 20% of the total number of households within the current or future corporate limits of the City of Woodstock and the number of senior living units shall not exceed 5% of the total number of households within the current or future corporate limits of the City of Woodstock.

An inventory and analysis of existing and projected housing in the City of Woodstock has been acknowledged by the City and it has been determined that the ratio of single-family and apartments/senior living is estimated at 72% to 28% at the time of revision of this policy.

# ATTACHMENT B

**PUBLIC INPUT REPORT: Case #** CUP#075-23

Applicant Name: JW Collection/Michelle Horstemeyer

Phone #: 678-776-1456 Email: mhorstemeyer@jwcatlanta.com

Subject Property Address/Parcel #: _____

Public Input Meeting date, time, location: 5/30/23; 7:00pm at the SOM Clubhouse

I. Summary of concerns:

Primary concern involves adding more homes/owners to the SOM neighborhood and the additional use of the amenities, specifically the pool. A Creekstone owner was very interested in the 2nd entrance accessting Creekstone's private drive. Others questioned the pricepoint of the proposed townhomes and if the proposed development would devalue current homes in SOM. ALso, the landscaping and architecture of the site and the need for it to feel special and this parcel will serve as an entrance to SOM.

II. How the applicant addressed concerns:

There is a vocal group of residents who believe SOM needs a second pool. We explained that the toal number of homes is not changing and John Wieland committed to continue the dialoge regarding a 2nd pool. We provided the current pricing of the planned townhomes as $550,000 and explained that the parcel in question will be developed in the future by someone and we feel we are the best option to ensure high quality homes commensurate with SOM. I explained that we have set the townhomes back form Woodpark Place allowing for a good amount of landscaping. For the Creekstone owner, who I believe is not in favor of the 2nd entrance, we explained the process of the DPC meeting and that we would make a decision of pursuing the 2nd entnrance with the BOD of Creekstone after we understand the city's requirements.

III. Concerns the applicant was unable or unwilling to address and why:

None

IV. Concerns or topics of discussion unrelated to the proposal:

HOA concerns regarding the use of The Shed by non-residents.
Debate on the ability to rent The Shed for private parties.
Speed of traffic on Woodpark Place and pursuing traffic calming options with the City.
Questions on the plans for the multi-family parcel came up.

V. Agreements made by the applicant to property owners at the meeting:

JWC has committed to pursue building townhomes rather than condo's on the site. We also committed to keep the option of a second pool 'on the table' with th epossibility of including one in a future phase.

Applicant's Signature: _____

*Applicant: Attach sign-in sheet(s) from the meeting and return with this form to your case manager by the date shown on the Public Hearing Schedule. Thank you!*

CASE # CUP#075-23 Meeting Date 8.30.23 Meeting Location SOM - Clubhouse

## PUBLIC INPUT MEETING SIGN-IN SHEET

| Name | Address | Email or Phone |
|---|---|---|
| Merrill Oakes | 933 S. on. Main Dr | Merrill@FairOakes.com |
| Bill Knight | 401 Reeves ST | billknight365@gmail.com |
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ATTACHMENT B

CASE # CMPH005-23 Meeting Date 8-30-23 Meeting Location SDM Clubhouse

## PUBLIC INPUT MEETING SIGN-IN SHEET

| Name | Address | Email or Phone |
|---|---|---|
| JR NEREN | 411 Chamblee | 7) 318-8547 |
| Joe Englert | 206 Dawson Dr | 678-756-6466 |
| Paul Rohani | 951 South on Main | 770-655-4586 |
| MARA Rohani | " " | 770-655-1915 |
| Peggy Knight | 401 Reeves | Peggy Knight 3650@gmail.com |
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ATTACHMENT B

CASE # CVPH0013-B Meeting Date 8-30-23 Meeting Location SOM Clubhouse

## PUBLIC INPUT MEETING SIGN-IN SHEET

| Name | Address | Email or Phone |
|---|---|---|
| Alicia McKinlay | 580 Upper Hembree Rd Roswell, GA 30076 | amckinla@earthlink.net |
| Patrick Seitler | 101 Duvall St Woodstock GA 30188 | PATRICK@JSEITLER.US |
| John Hyatt | 409 Chandler Lane Woodstock GA 30188 | johnhyatt625@yahoo.com |
| DAVID Friedman | 236 Dawson | DAVIDfriedman925@gmail.com |
| Peter Gleichman | 301 Creekstone Ridge | petergleichman@gmail.com |
| Ashley Raby | 559 S. Club Drive | Ashleyraby@att.com |
| DAVID HUDSON | 302 CREEKSTONE RIDGE | DWD@FINNDALARCHITECTSLLC.COM |
| CAROL BURNS | 658 BRASHY | CKburns@gmail.com |
| Jennifer Dammann | 170 Brighton Blvd | jfdammann@gmail.com |
| John Dammann | 170 Brighton Blvd | johndammann1900@gmail.com |
| Chris Weber | 215 Dawson Dr | ctweber786@gmail.com |
| Mary & Chris Young | 109 Duvall St | da4youngs@att.net |
| JOSE GONZALEZ | 287 Dawson Drive | jvgonzalez@bellsouth.net |
| | | |

ATTACHMENT B

CASE # CVA20S-23 Meeting Date 5-30-23 Meeting Location SOM Woodstock

## PUBLIC INPUT MEETING SIGN-IN SHEET

| Name | Address | Email or Phone |
|---|---|---|
| Thomas Conway | 660 Brushy St Woodstock GA | X.instructor@gmail.com |
| Will O'Shea | 399 Reeves ST. | will.oshea28@gmail.com |
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ATTACHMENT B

CASE # CUPA0053 Meeting Date 5.30.23 Meeting Location SOM Clubhouse

## PUBLIC INPUT MEETING SIGN-IN SHEET

| Name | Address | Email or Phone |
|---|---|---|
| Joel Goldberg | 172 Brighton Blvd. | joeliragoldberg@gmail.com |
| Alan Natolsky | 282 Dawson Dr. | alan@ahmlaw.com |
| Cris Davidson | 334 Dawson Dr. | cdavidson@cri3.com |
| Barbara Bailey | 172 Brighton | baileygoldberg2@gmail.com |
| Kevin & Annie Burns | Burns 118 Brighton Blvd | cartonmama@gmail |
| | " | cartongadawg@gmail |
| WANDA Knight | 903 S. Dawson Dr | WANDAKNIGHT@ME.COM |
| PAT Winchester | 255 Dawson Dr. | pwinchester@cbiz.com |
| John Higginbotham | 280 Dawson Pl | johnth@bellsouth.net |
| Don Yates | 198 Brighton Blvd | dy196100@gmail.com |
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ATTACHMENT B

**DATE:** July 24, 2023

**TO:** Woodstock City Council

**FROM:** Tracy Albers, Community Development Director

**SUBJECT:** CUP#075-23
207-209 Woodpark Place
Michelle Horstemeyer for The JW Collection

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## RECOMMENDATION

Staff recommends that the City Council deny project CUP#075-23 to allow for the construction of a 29-unit townhome project generally located at 207-209 Woodpark Place. These two parcels are part of a trio commonly referred to as the "Cain Properties" based on their former ownership. The proposed Master Plan (hereafter referred to as "proposed project") would require a CUP for attached units, a CUP to allow for a residential development on a parcel less than five acres in size, and several Variances.

## EXECUTIVE SUMMARY




The Applicant (Michelle Horstemeyer for The JW Collection) has applied to develop two now vacant properties (± 2.7 acres) generally located at 207-209 Woodpark Place, with a 29-unit townhome project. The zoning for the project site is DT-CMU (Downtown, Commercial Mixed-Use) and the land use designation/character area is RAC (Regional Activity Center). To accommodate the proposed project, two CUPs and several Variances have been requested. The Applicant has informed City staff that the parcels comprising the project site have been or will be annexed into the South on Main (SOM) HOA. However, from a planning and zoning perspective, the proposed project would be considered separate and distinct from the SOM community to the north.

Additional information regarding the proposed project may be found in Attachments A through E.

The Development Process Committee (DPC) considered the proposed project and recommended denial by a unanimous vote (6-0). The Planning Commission considered the proposed project and recommended denial by a 5-1 vote.

## BACKGROUND INFORMATION

Table 1 provides general property information for the Project site and surrounding land uses.

| Table 1: General Property and Surrounding Land Use Information | |
|---|---|
| Address | 207-209 Woodpark Place |
| Council Ward | 2 (Westrick) |
| Tax ID # (TIN) | 15N12-242 (207) and 15N12-243 (209) |
| Parcel ID # | 15-1164-0077 (207) and 15-1165-0003 (209) |
| Site Acreage | ± 2.7 acres |
| Density | 10.7 du/acre (12 du/acre maximum, 32 units) |
| Future Development Map | RAC (Regional Activity Center) |
| Zoning | DT-CMU (Downtown, Commercial Mixed-Use) |
| Current Development | Vacant, undeveloped |
| Streets Information: | Property is generally located at the intersection of Woodpark Place (B Street, Public) and Creekstone Ridge (B Street, Private). |
| Surrounding Neighborhood: North | DT-CMU (Colbert Square) and DT-MR-A (South on Main) |
| South | DT-CMU (Office, Bowling Alley, Vacant Parcel) |
| East | DT-CMU (Sam's Club) |
| West | DT-GC (Creekstone Office Park) |

PAST ZONING HISTORY

**CUP#059-21**: In 2021, the City Council considered a project that included the two parcels comprising the project site, as well as a third parcel on the opposite side of the street (see image to the right), totaling ± 6.6 acres. The project would have resulted in the construction of three commercial buildings and a 179 multi-family apartment building(s). The City Council denied the project. The City Council staff report from this case is provided as Attachment F. The public hearing for this case may be viewed online at:https://woodstockga.iqm2.com/Citizens/SplitView.aspx?Mode=Video&MeetingID=1643&Format=Minutes. Both provide helpful historical context for the project being considered in present day.

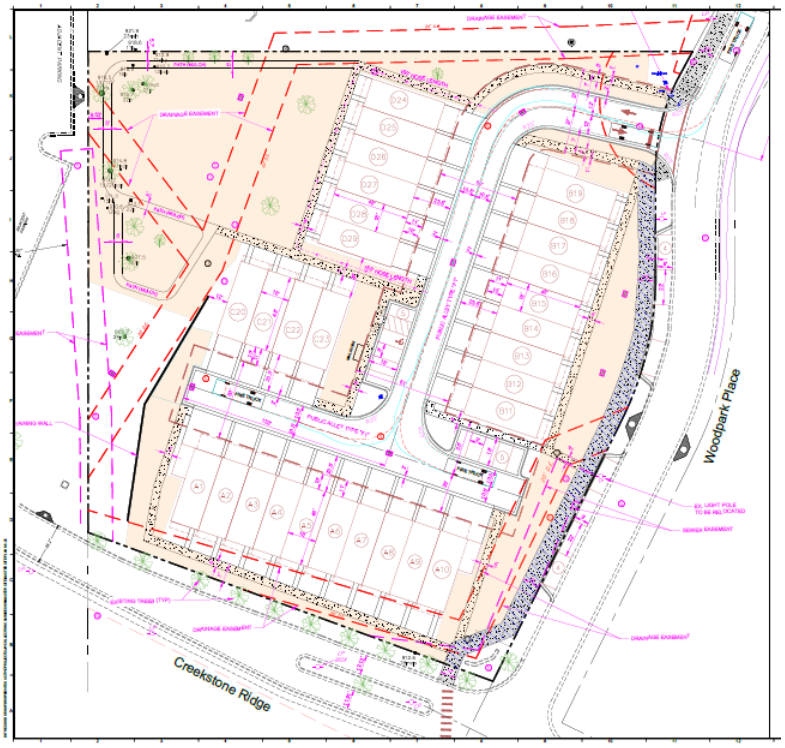
While owned by the Cain family, City staff and Mayor/Council received several inquires about the possibility of developing the two subject parcels with townhomes. The feedback provided to potential Applicants was that townhomes were undesirable in this location in lieu of a commercial or mixed-use project. This sentiment was conveyed to such a degree

that no formal townhome-only proposals were submitted for formal consideration by the City.

## PROJECT DESCRIPTION



The Applicant is seeking to develop a 29-unit townhome subdivision on two parcels generally located at the intersection of Woodpark Place and Creekstone Ridge, just south of the Colbert Square community. The proposed development requires a CUP for the construction of townhomes, a CUP to deviate from the City's minimum acreage requirement in DT, and several Variances to the DT site and architectural standards.




The proposed units are roughly estimated to be ±2,500 SF, with two covered parking spaces per townhome unit. Ten onsite guest parking spaces are provided. Additionally, there are on-street parallel parking spaces planned along Woodpark Place. Units would front both Woodpark Place and Creekstone Ridge. Additionally, two buildings (10 units) would front onto open space. It is envisioned the units would be designed similarly to existing townhomes in the SOM community.

All units would be rear loaded and accessed via a "Public Alley F1 Type". During the review process for the proposed project, staff discussed the potential for a public street having 50 ft. ROW to be provided by the Applicant team. It appears this may be feasible but could limit the ability of the project to meet all required streetscape and/or yard requirements. The proposed project includes an extension of the Greenprints Trail, running along the

ALLEY TYPES TABLE

| | Pavement Width | Alley Shoulder Min Width | Alley Shoulder Material | Minimum ROW Width[3] | Setback Minimum from Alley | Right-of-Way Line Requirements |
|---|---|---|---|---|---|---|
| **F1 (Mixed-Use Service)[1]** | 18'-20' | 5 ft. (separated by mountable curb or valley gutter) | Asphalt, 8" min thick reinforced concrete, pervious pavers or permeable asphalt/concrete. | 28 ft. | None | Optional fence or wall, required if adjacent to a parcel line shared with existing residential. |
| **F2 (Residential)[2]** | 12'-20' | 6 ft. (separated by mountable curb or valley gutter) | 8" min thick reinforced concrete, permeable concrete, pervious pavers, or reinforced turf. | 24 ft. | None | Garage wall or other wall |
| **F3 (Residential)[2]** | 12'-20' | 5 ft. (separated by mountable curb or valley gutter) | 8" min thick reinforced concrete, permeable concrete, pervious pavers, or reinforced turf. | 22 ft. | 18 to 20 ft. with parking pad | Continuous fence or wall along R.O.W. line and between parking pads |

[1]If the alley is required to have fire department access, pavement width must be 20 ft.

[2]If fire truck or garbage pickup access is required, alleys will be accessible by vehicles at both ends. In addition, entrances will be able to accommodate turns by fire trucks and garbage trucks (15' corner radii with mountable curbs or aprons is preferred). If alley access from both ends is infeasible, minimum alley pavement width must be 20 ft. or emergency vehicle-only access must be provided at the dead-end (see Figure 1 for emergency vehicle only access example).

[3]ROW may be public or private, but shall not be part of residential lots.

eastern edge of the property. Sidewalks also provide for passage between parking areas and the townhome entryways. Additionally, a mulch path is planned for the northwest corner of the site in an open space area (underground stormwater detention).

Ingress/egress is provided along Woodpark Place in the northeast corner of the project site. An earlier iteration of the site showed a second driveway along Creekstone Ridge; however, this was removed by the Applicant. City Fire Code requires one point of ingress/egress at 30 dwelling units. The proposed project is 29 townhome units, so a single driveway is adequate. In addition, townhome units are required to be sprinkled. Should the City Council wish to consider approval of the proposed project, the Council may wish to consider adding a second driveway along Woodpark Place. The existing west-east alley could be extended, and driveway created.



There are existing trees scattered throughout the project site, including a tree buffer between the project site and Colbert Square to the north. This was installed by the Applicant at the request of Colbert Square. Additionally, along the southern edge of the project site, there are several mature trees and shrubbery. This area is owned by Creekstone Office Park, not SOM. As such, the trees will be maintained and the required sidewalk connecting the front of the units to the parking area would be recessed in. At the corner of Creekstone

Ridge and Woodpark Place, there is an existing monument sign for the Creekstone Office Park, which is located to the west, northwest.

REQUESTED ENTITLEMENTS - CONDITIONAL USE PERMIT (2)

LDO Section 7.505 (Zoning District Matrix) states that a CUP is required for townhomes in the DT-CMU zone. The following criteria shall be used for evaluating a CUP for attached product, in addition to the criteria listed in the Section 7.503 (Conditional Use Permit Review Criteria). For ease of review, both sets of criteria questions and staff responses can be found under the "Criteria Questions" heading of this report.

- Whether or not the proposed location and site is appropriate for a townhome product, and where the property could have a higher and better use.
- Whether or not the proposal includes a mix of housing types and/or price points.
- Whether commercially zoned property is proposed to be converted to a primarily residential use.
- Whether the proposal includes innovating or unique design.
- Whether the proposal includes the construction of street connections and/or Greenprints Trail connections.

LDO Section 7.721(2) (Minimum Acreage) states that no new residential development shall be permitted on any parcel or assemblage of parcels in the Downtown District that have a total area of less than five acres. For projects proposed on less than five acres, the Applicant may pursue a CUP in accordance with the provisions set forth in the LDO. Additional criteria shall be considered during a CUP case, including project uniqueness, character, access, as well as connection to existing streets, alleys, and trails.

REQUESTED ENTITLEMENTS - VARIANCE (5)

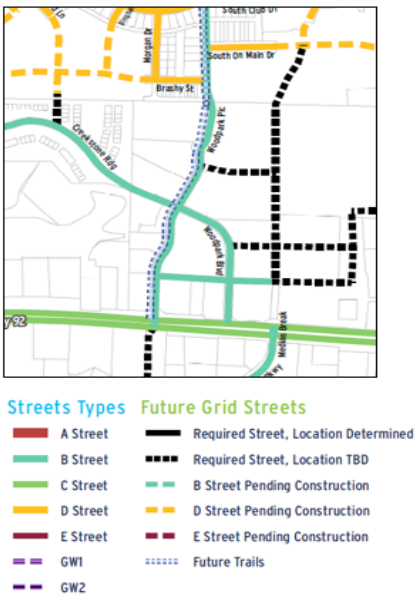
Several Variances are needed to accommodate the proposed project relating to both site and architectural design. Per the Applicant, "the master plan for this parcel provides for 29 townhomes and a generous amount of open space with walking paths and an extension of the Noonday Trail connection. The homes will be of the same architectural styles as homes currently in SOM." To accommodate the proposed project, the Applicant is seeking the following Variances.

| | LDO Section | Requires | Request |
|---|---|---|---|
| 1 | Sec. 7.721(3) | 5.01-15 ac = 2 housing types | Allow one housing type |
| 2 | Sec. 7.728(5) | 20' lot width | 18' lot width |

| | LDO Section | Requires | Request |
|---|---|---|---|
| 3 | Sec. 7.729(1)(b) | Buildings may only front open space if street borders opposite of open space.<br><br>Primary pedestrian entrance shall be visible from the open space and street. | Two buildings (ten units total) would front onto open space absent a street bordering the opposite side. |
| 4 | Sec. 7.729(3) | First two stories of building façade shall be brick, cast stone, concrete siding (hardiplank, natural wood or stone, except for pedestrian entrances or windows). | To allow smooth stucco on facades at street level. |
| 5 | Sec. 7.729(7) | Glass panels in windows and storefronts shall be clear and unpainted and shall not be tinted such that views into the building are obstructed.<br><br>False windows may be allowed by Administrative Variance when warranted by the interior design of a structure, such as the presence of fireplaces or stairwells block window locations, and when not used excessively. | To allow a maximum of two faux windows with closed shutter on side elevations of the units to meet the 30 percent window/door requirement. |

During staff dialogue with the Applicant team, it was suggested that a public street would be preferred to an alley, having 50 ft. right of way (ROW). The Applicant has suggested that it is possible to deliver this; however, it is anticipated that doing so would trigger the need for additional Variances related to the City's DT Streetscape requirements and requirement for no dead-end streets.

Please note, two architectural items listed below could be reviewed as Administrative Variances, where the DPC is the deciding body. To provide City officials with a full understanding of what was envisioned for the proposed project by the Applicant team, the administrative and discretionary requests were bundled together for consideration.



## ANALYSIS

A CUP is intended for land uses that require special consideration before they are allowed in a particular zone. The CUP is intended to assure that a degree of compatibility shall be maintained with respect to a particular site, considering the other existing and potential uses within the general area where the use is located or proposed. A Variance is a request for relief from the strict application of zoning regulations to alleviate an unusual hardship to a particular property. For example, a homeowner may request that a room addition be permitted closer to the property line than the Zoning Ordinance would normally allow. To aide staff in their analysis of the proposed project, on June 7, 2023, the DPC met with the Applicant team to learn more about the proposed project and the entitlements needed to accommodate it.

Staff is not prepared to recommend approval of the proposed project at this time. The proposed project asks the Council to consider the existing SOM neighborhood and its development patterns when considering the proposed housing type (CUP) and Variances needed to accommodate the project. The Applicant has also taken steps to incorporate the project site into the SOM HOA, thus allowing for the payment of HOA dues and access to amenities. In the same breath, the Applicant team requests the project be reviewed as a separate and distinct project from the existing SOM community; asking that the units not count towards the SOM development cap (575 units). Moreover, despite numerous Council requests of the Developer to confirm their plans for the area of the SOM community entitled for apartments, no site plan or clear feedback has been given. Similarly, no site plan or clear feedback has been provided to date for the remainder of the "Cain property" across Woodpark Place to the east. The Applicant team has suggested the possibility of relocating a temporary water detention facility further to the south, but no other specifics have been given.

If viewed separate and distinct from the existing SOM community, staff does not believe that the proposed project represents the highest and best use of the site. This is affirmed by its zoning designation and future land use map designation/character area. This is also affirmed by text found in the LDO and 2018 Comprehensive Plan regarding the envisioned use and design of the proposed project site, as described below.

### CONSISTENCY WITH THE LAND DEVELOPMENT ORDINANCE (LDO)

The LDO states that the Downtown District is intended to:

- Preserve, protect, and enhance downtown's historic and future role as the civic and economic center of Woodstock.
- Create an environment where residents and visitors can live, work, meet, and play.
- Encourage a balanced mix of retail, professional, residential, civic, entertainment, and cultural uses.
- Enhance the efficient utilization of parking facilities by encouraging shared, underground, and deck parking and alternative modes of transportation.
- Provide safe and accessible parks and plazas.

- Improve the aesthetics of streets and built environments.
- Promoted pedestrian safety by ensuring sidewalk-oriented buildings and attractive street-facing façade that foster pedestrian activity and liveliness.
- Provide accessible and sufficient parking in an unobtrusive manner.
- Enhance Woodstock's historic quality by ensuring that new and rehabbed buildings are compatible with the character of buildings built between 1860-1920.
- Provide increased vehicular and pedestrian access through a grid of streets that maximizes connections with and extensions of existing streets.
- Maintain and enhance the quality of life of existing neighborhoods.
- Plan for and maintain first class sustainable neighborhoods.

Intent of DT-CMU Zoning

The DT-CMU zone allows for a mix of retail, office, and residential uses in mixed-use buildings at a scale and intensity greater than that permitted in the DT-CBD. The base density in the DT-CMU zone is 12 du/ac; however, density bonuses can be accrued, up to a maximum density of 40 du/acre by:

- Incorporating vertical mixed-use into the project design.
- Providing an excess of 20 percent open space.
- Structured parking with parking spaces available to the public at no charge.
- Incorporating professional office space into the use mix.
- Mayor & Council may increase the density in excess of 40 du/acre on a case-by-case basis based on the projects' compatibility with adopted plan, considering economic impact, regional significance, amenities provided by the community, and public infrastructure.

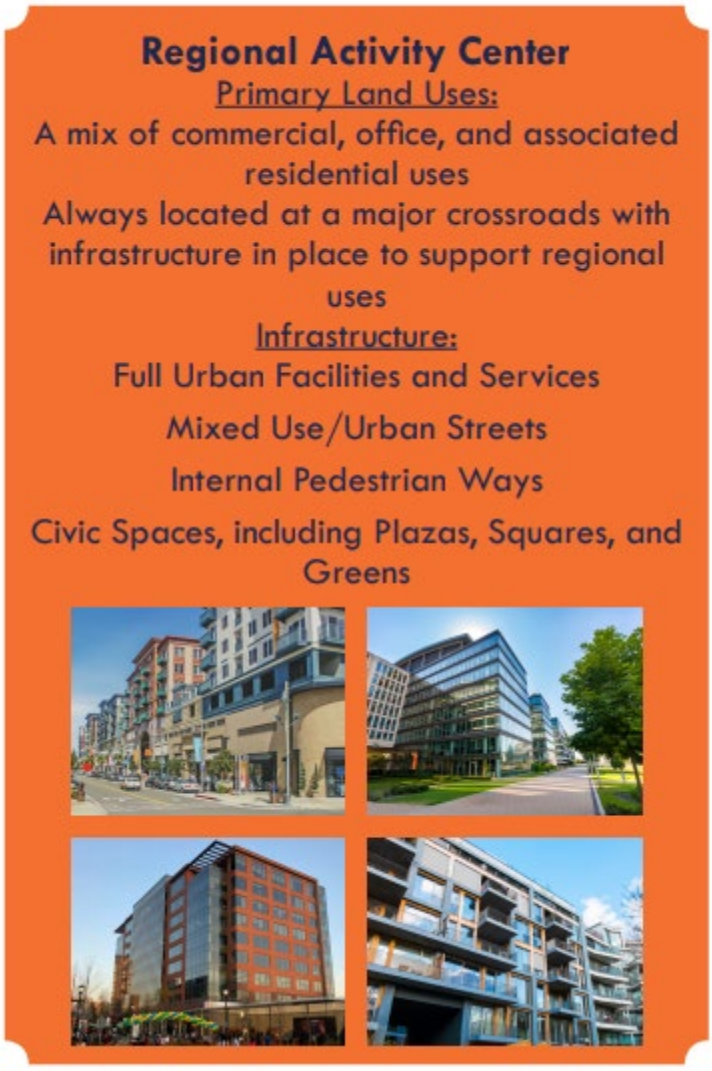
The Applicant states that "fee-simple townhomes are an appropriate use of this ± 2.7-acre property due to its proximity to SOM and Colbert Square. Reduced density and low intensity use of the parcel are desirable and congruous with the neighboring residences." The Applicant also indicated that in discussion with current residents of South on Main, it was clear that they prefer the site be developed with home of the same style and quality as those currently built at SOM.

Staff does not believe that the proposed project, with only townhomes, would be consistent with the intent of the DT-CMU zone. The project also does not represent the highest and best use for the site by not attempting to take advantage of any of the density bonuses made available by incorporating a desirable mix of uses and/or superior site design. In the absence of greater density, it is assumed that the resulting land use plan would be spacious by comparison. Instead, the proposed 29-unit townhome project, with units conservatively estimated at ±2,500 SF, when paired with the required open space and streetscape amenities, still feels cramped in comparison. At the DPC voting meeting, staff discussed how the proposed project might be viewed differently if the SOM community were fully built out and/or understood what development was proposed by the Applicant to the west across Woodpark Place. However, while the parcel may have been annexed by the SOM HOA

advisory group, it feels separate and distinct from the SOM community to the north. The zoning considers it separate and distinct; the resultant analysis does the same.

CONSISTENCY WITH THE 2018 COMPREHENSIVE PLAN

The 2018 Comprehensive Plan Future Development Map identifies the project site as Regional Activity Center (RAC). The RAC land use designation/character area is described as follows:




"Regional Activity Centers include a relatively high intensity mix of business and retail, office, and employment opportunities, and may also include higher-education facilities, hotels, theaters, and civic and semi-public uses (such as libraries, health clinics, museums, fFand religious institutions) that create a multi-dimensional regional destination. A residential component is important as it adds density to the center and creates a 24-hour character area. Higher density multifamily residential over retail or office is appropriate to support these uses. This character area is a vibrant place where people can live, work, play and shop."

The Comprehensive Plan goes on to note that the vision described in this area is both long-term and aspirational. It reflects the kind of development that is desired by the community, supported by previous planning efforts, and is best suited to the areas identified in the Future Land Use Map. The Plan notes that in the mid-future, the vision of the RAC can be accomplished by incremental improvements in design and a gradual increase of the mix of uses present. However, in this specific case, the project site is vacant, which is increasingly rare in DT Woodstock, and opportunity exists to capture the spirit and intent prescribed by the Comprehensive Plan at the onset of development.

**PUBLIC INPUT**

Public notice for the Planning Commission hearing has been provided in accordance with State and local law. On or around May 16, 2023, public notices were mailed to property

owners within 500' of the project site. The notice informed them of the public input meeting, Planning Commission public hearing, and City Council public hearing. Additionally, a public notice was published in the local newspaper at least 15 days prior to the public hearing.

On May 30, 2023, the Applicant hosted a public input meeting at the SOM Clubhouse, located at 511 South Club Drive, in Woodstock, beginning on or around 7:00 PM. The informal meeting is intended to give the Applicant an opportunity to explain the proposal and to answer any questions the public might have about the project or public hearing project. The meeting was intended by approximately 35 persons, most of whom were SOM residents. Attendees expressed concern about the demand on existing amenities (esp. the pool area) and how that would be compounded with additional development. Several questions were posed about the possibility of future townhome versus apartment development in the existing SOM neighborhood. Attendees also expressed concern about potential access and/or trespass issues in the existing SOM neighborhood. The public input report submitted by the Applicant is provided as Attachment G.

## DPC RECOMMENDATION

On June 28, 2023, the DPC considered the item and recommended that the Planning Commission recommend City Council denial of the proposed project, by a unanimous vote. As part of this vote, the DPC also recommended that, should the Planning Commission and/or City Council wish to approve the proposed project, in whole or part, that direction be provided on elements of the project that should be addressed either by the Applicant with design revisions or by staff through the preparation of Conditions of Approval (COAs) that would apply to the proposed project. Staff would further recommend that the item be tabled for one month to allow both the Applicant and staff time to address the direction provided by the City Council and return in August with a revised project for review.

## PLANNING COMMISSION RECOMMENDATION

On July 6, 2023, the Planning Commission considered the item and recommended City Council denial of the proposed project, by a 5-1 vote (Westrick voting no). The video from this meeting can be found by clicking the link provided below. The public hearing begins at approximately the 8:00 minute mark.

https://woodstockga.granicus.com/player/clip/145?view_id=1&redirect=true&h=be2da205b2e7c0d66079d8a432301084

There was one speaker during the public hearing. Alan Matilsky, a member of the South on Main HOA Advisory Committee, spoke in support of the proposed project (townhomes only), on behalf of the Advisory Committee. Matilsky stated placing commercial uses on the project site would not be helpful to the SOM homeowners and would likely reduce the size/cost of any residential units. This is not supported by SOM because those units would still share amenities with the existing SOM neighborhood, potentially adversely impacting property values and placing additional stress on already stressed amenities. Matilsky also expressed support for greater understanding of what development is anticipated for the remaining parcels owned by The JW Collections/SOM.

Commissioners indicated that there were several criteria questions that could not be affirmed so much so to warrant approval of the requested CUPs and that hardship was lacking for approval of the Variances. Also, Commissioners indicated that, while the proposed project may be keeping with the existing SOM neighborhood, it was not with the zoning and/or character area and that, absence additional information about plans for continued build out of SOM, the project could not be recommended for approval. Commissioners also noted recent Commission dialogue about the potential saturation of townhomes in Woodstock, absent a mix of uses (commercial), as a concern.

**CRITERIA QUESTIONS**

Pursuant to LDO Section 7.503 (Conditional Use Permit Review Criteria), the City Council shall consider, at a minimum, the following in its determination of whether to grant a CUP.

A. Whether or not there will be a significant adverse effect on the surrounding area in which the proposed use will be located.

*The proposed use would not have a significant adverse effect on the surrounding area. The proposed project has only one point of ingress/egress, located just south of Colbert Square on the northeast corner of the project site. This may have some impact on traffic circulation in the immediate area, given the proximity of the existing Colbert Square driveway and proposed neighborhood driveway. Should the Planning Commission consider approving the project, they may wish to recommend that the alley running west-east on the southern half of the project site, be punched through to Woodpark Place to allow for a second area of ingress/egress. Traffic generation associated with the 29-unit townhome project would be negligible.*

B. Whether or not the use is otherwise compatible with the surrounding area.

*The proposed use is compatible with the surrounding area, specifically the existing South on Main neighborhood to the north and, to a lesser extent, Colbert Square. Staff does not believe the proposed project is compatible with the existing zoning designation (DT-CMU) or the existing land use designation/character area (RAC).*

C. Whether or not the use proposed will result in a nuisance as defined under State law.

*The use will not result in a nuisance as defined under State law.*

D. Whether or not quiet enjoyment of surrounding property will be adversely affected.

*The quiet enjoyment of surrounding property will not be adversely affected.*

E. Whether or not property values of surrounding property will be adversely affected.

*The property values of surrounding property will not be adversely affected.*

F. Whether or not adequate provisions are made for parking and traffic considerations.

*The proposed project provides adequate parking for residents and guests. Two covered parking spaces are provided for each townhome unit. Ten guest spaces would be provided as well as parallel on-street parking spaces. The proposed use would not have significant trip generation or cause adverse impacts on the existing street network. A single point of ingress/egress is proposed at the northeast corner of the project site along Woodpark Place. Should the Planning Commission wish to consider approving the project, a potential condition of approval could be added to require that the west-east alley on the south end of the project site be punched through to Woodpark Place, creating a second driveway for access purposes.*

G. Whether or not the site or intensity of the use is appropriate.

*The site or intensity of the use may be considered appropriate as a continuation of the existing SOM community; however, staff does not believe it reflects the highest and best use for the site nor is it consistent with the intent of the zone or land use designation/character area. The City Council has created several opportunities to allow for increased residential densities in the DT-CMU if a project includes a desirable mix of uses, vertical mixed-use design, or puts forward an exceptional project deemed consistent with relevant land use policies/programs had by the City. The proposed project does not take advantage of these allowances in lieu of a base density residential project with a single product type.*

H. Whether or not special or unique conditions created by the use are consistent with the purpose, intent, and goals of the Comprehensive Town Plan.

*The proposed project would add housing units to the City, furthering the residential tax base. The proposed project would also result in the extension of the Greenprints Trail along the eastern edge of the project site, creating opportunities for more persons to be connected to the Noonday Creek Trail. Both aspects of the project further the purpose, intent, and goals had in the 2018 Comprehensive Plan. However, staff believes that the proposed project does not represent the highest and best use of the site nor does the project meet the intent of the RAC land use designation/character area.*

I. Whether or not adequate provisions are made regarding hours of operation.

*There are no commercial uses proposed. There are no hours of operation to consider.*

J. Whether or not adequate controls and limits are placed on commercial and business deliveries.

*There are no commercial uses proposed. There are no commercial and/or business deliveries to consider.*

K. Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.

*The proposed project has provided cursory information on existing trees and/or landscaping occurring on the project site, including the street trees had along Creekstone Ridge and trees planted as a buffer between the proposed project and Colbert Square. A tree and/or landscape plan would be required as part of the site plan review process if the proposed project were approved. Note: the Applicant indicated that, should the alley identified as "Public Alley Type F1" transition to a public street accepted by the City of Woodstock, it may be difficult to provide street trees in the addition to other streetscape amenities.*

L. Whether or not the public health, safety, welfare, or moral concerns that the surrounding neighborhood will be adversely affected.

*There will be no adverse impacts to public health, safety, welfare or resulting moral concerns.*

M. Whether the application complies with any applicable specific requirements in this chapter for conditional use permit for particular types of uses.

*Please see specific requirements additional criteria had specifically for attached single-family housing below.*

N. Whether the applicant has provided sufficient information to allow a full consideration of all relevant factors.

*The Applicant has provided sufficient information to allow for consideration of the proposed project. Staff believes it would be helpful to have a better understanding of how the Applicant intends to develop the remainder of the existing SOM community through submittal of a site plan. Staff also believes it would be helpful to have a better understanding of how the Applicant intends to develop the third "Cain parcel" across Woodpark Place to the east.*

O. Whether the conditional use requested emits or creates unusual odors which would warrant use of an odor elimination/attenuation system as recommended by industry standards.

*No odors are emitted by the proposed use that would warrant use of an odor elimination/attenuation system.*

**CRITERIA FOR CONSIDERATION OF ATTACHED HOUSING**

LDO Section 7.505 (Zoning District Matrix) states that a CUP for single-family attached is required in all districts. The following criteria shall be used for evaluating a CUP for attached product, these being in addition to the criteria had above.

A. Whether or not the proposed location and site is appropriate for a townhome product, and where the property could have a higher and better use.

*As proposed, staff does not believe a townhome product is appropriate and that the property could have a higher and better use. Moreover, staff does not believe that the proposed project, consisting exclusively of townhome units, is consistent with the DT-CMU zoning designation for the site of the RAC future land use designation/character area.*

B. Whether or not the proposal includes a mix of housing types and/or price points.

*The proposed project does not include a mix of housing types. A Variance is sought to provide only townhomes. It is assumed that the price point associated with the units would be similar to that had by townhome units had in the existing SOM community to the north.*

C. Whether commercially zoned property is proposed to be converted to a primarily residential use.

*The project site is currently vacant. There are no commercial uses proposed for the project site.*

D. Whether the proposal includes innovating or unique design.

*Staff does not believe that the proposed project includes innovating or unique design. This is to be expected – there is no mix of uses on the project site, and only a single housing type is planned.*

E. Whether the proposal includes the construction of street connections and/or Greenprints Trail connections.

*The proposed project does not include the construction of DT street connections. The Greenprints Trail (10') will be extended to the south along the eastern edge of the parcel, creating additional access opportunities to the Noonday Creek Trail.*

**CRITERIA FOR CONSIDERATION OF VARIANCE REQUEST**

Pursuant to LDO Section 11.216.2 (Variances), no Variance shall be authorized (or recommended for authorization) unless the City Council finds that all the following conditions exist:

a. That special circumstances or conditions applying to the building or land or building and land in question are peculiar to such premises and do not apply generally to other land or buildings in the vicinity.

*The project site consists of two rectangular parcels totaling approximately ± 2.7 acres. There are existing drainage and sewer easements occurring on the project site. Also, the project is peculiar in that, along Creekstone Ridge fronting the project site, the first ± 10 ft. is not owned by SOM. It is owned by Creekstone Office Park and improved with eight mature street trees*

*and shrubbery. The corner or Creekstone Ridge and Woodpark Place is also improved with a sizeable monument sign that would not be relocated to accommodate the proposed project.*

b. That the granting of the application is necessary for the preservation and enjoyment of a property right and not merely to serve as a convenience to the applicant.

*Staff does not believe that the granting the Variances is necessary for preservation and/or enjoyment of a property right. Rather they would allow for a unit count and product type that is a convenience to the Applicant and existing SOM community to the north.*

c. That the condition from which relief or a Variance is sought did not result from willful action by the Application.

*No willful action by the Applicant caused the need for relief or Variance.*

d. That the authorizing of the Variance will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets, increase the danger of fire, imperil the public safety, unreasonably dimmish or impair established property values within the surrounding areas or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City.

*The project would not adversely impact access to light and air. Impacts to congestion on existing public streets would be less than significant. Impacts to public safety would be negligible. If approved, townhome units are required to be sprinkled and the project will be required to meet all Fire Code standards for emergency access by relevant fire apparatus.*

**ATTACHMENTS**

Attachment A – Application
Attachment B – Acceptance Letter
Attachment C – Applicant Request Information
Attachment D – Survey
Attachment E – Site Plan
Attachment F – City Council Staff Report for CUP#059-21
Attachment G – Public Input Report (Summary from May 30, 2023, Meeting).

**AGENDA ITEM NO. 11.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Cassandra Henry, City Clerk |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | MINUTES APPROVAL |
| **SUBJECT:** | **Approve Minutes from September 25, 2023, Regular Council Meeting** |
| **SUGGESTED ACTION:** | See attached minutes for approval. |

**ATTACHMENTS:**
City Council Sept 25.docx

# City Council

**City of Woodstock, GA**
**The Chambers at City Center - 8534 Main Street**
**770 592-6000 (Main) 770 592-6002 (City Clerk) 770 926-1375 (Fax)**
**http://www.woodstockga.gov**

**~MINUTES~**

***Monday, September 25, 2023***

**City Council**
**6:45 PM**

| Attendee Name | Status |
|---|---|
| Colin Ake | Present |
| David Potts | Present |
| Tracy Collins | Present |
| Brian Wolfe | Present |
| Rob Usher | Present |
| Michael Caldwell | Absent |
| Warren Johnson | Absent |

**ALSO PRESENT:**
Jeff Moon, Coty Thigpen, Rob Hogan, and Eldon Basham

**ITEM 1)** **MEETING CALLED TO ORDER**

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

**2.1)** Special Recognition of Greg Docekal

**2.2)** Recognition of Lieutenant Ron Sinfelt to Captain.

**2.3)** Recognition of Officer John Haile to Corporal.

**2.4)** Proclamation - 2023 Childhood Cancer Awareness Month

**ITEM 3)** **APPOINTMENTS/OATH OF OFFICE**

**ITEM 4)** **ANNOUNCEMENTS**

**ITEM 5)** **PRESENTATIONS AND DISCUSSION ITEMS**

**ITEM 6)** **PUBLIC COMMENT**

James Dvorak spoke about a resolution passed by Cherokee County and the 11th District GOP's.

**ITEM 7) CONSENT AGENDA**

**7.1)** Approve BMI Audit Services Agreement (Review of Dependent Eligibility for Medical Plan)

**7.2)** Renewal of 120 Water Software for Tracking Lead & Copper Service Lines

**7.3)** FY 2023 Fiscal Year End Budget Amendments

**7.4)** Approve Resolution # 468-2023 for CPM 200-0009 Fixed Asset Policy Revisions

**7.5)** Approve Resolution to Accept the SRTA GTIB 3 Loan for the Hub Transformation Extension Project.

**7.6)** Approve Special Event Request for "Woodlands Fall Festival" - Temporary Alcohol Permit for Primo's Pizza & Italian

**7.7)** Approve Special Event Request for "National Night Out" - Road Closure

**7.8)** Approve Special Event Request for "Cherokee Family Violence Center Candlelight Vigil" - Road Closure

**7.9)** Approve Purchase of Cisco Nexus 9K Switches

**7.10)** Requesting Approval for Destruction of Human Resources Documents

**7.11)** Adopt Parks & Recreation Department ADM-10 Coordinated Emergency Response Plan

**7.12)** Adopt Parks & Recreation Department Policy # Park-01 Parks, Trails, and Natural Resources Maintenance Program.

**7.13)** Consideration and Approval of the Little River Park House Renovation Construction Document Services by Earth Elements NM, LLC.

**7.14)** Approve RFP 2024 - 04 Park at City Center Christmas Light Display Award and Contract

**7.15)** Ratify Neese Road Improvements Southern Segment Parcel 31

**7.16)** Ratify 218 Rope Mill Road Final Closing Statement - Robert W Campbell

**7.17)** 2nd Reading: A#118-23 201 Brownlee Road (Annexation)

**7.18)** 2nd Reading: Regular Ordinance Adopting an Extension to Moratorium for I-575 & Sixes Road Interchange Area

**7.19)** Intergovernmental Agreement for the I-575 and Sixes Road Area Transportation Plan

**7.20)** Contract with Atlanta Regional Commission for Preparation of the Highway 92 Development Standards

**7.21)** Approve Resolution for Georgia Department of Natural Resources Georgia Outdoor Stewardship Program Grant

**7.22)** MOU with Cherokee County Transportation Project - Towne Lake Parkway Interchange.

**7.23)** MOU with Cherokee County Transportation Project - Ridgewalk Interchange

**7.24)** MOU with Cherokee County Transportation Project - Trickum @ Hwy 92 Intersection

**7.25)** Approve Developer Agreement with Dossey LLC and City of Woodstock, Georgia

DRAFT

- ❖ **David Potts offered a motion to approve.**
  - **Brian Wolfe seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | David Potts |
| **SECONDER:** | Brian Wolfe |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

**ITEM 8) P ETITIONS AND COMMUNICATIONS**

**8.1)** Public Hearing/ 1st Reading - ZTA#007-23 Electric Vehicle Charging

Staff recommends that the City Council approve an Ordinance approving ZTA#007-23 that would amend Chapter VII, Article V (Performance Zoning Standards: Use Districts and Regulations) and Chapter II (Definitions) of the Land Development Ordinance to establish design, signage, and additional development standards for Electric Vehicle Charging Stations in new developments.

Cameron Dunn presented to council the Electric Vehicle Charging Stations.

- Ordinance to serve three goals: increase demand for electric vehicles, simple and straightforward process for developers to put in EV charging stations and create EV parking that reduces driver distraction.
- Impacts: New commercial projects, new mixed-use projects, and multi-family projects.
- Any project with 20 parking spaces or more will need 5% of their parking to EV's.
- Signage on chargers to be limited to 8.5 x 11.
- Advertising is allowed.
- The city reserves the right to mandate screening of charging station on case by case.
- EVSE infrastructure /chargers should be non-visible from public right of way.
- Ga Power and Cobb EMC offer rebates for EV stations.

Open public hearing.

David Hultstrom - 183 Hubbard Road – For the government to say that the developers do not know enough to put in a charging station for the community. I intend to own an electric car for my next vehicle.

Joel Larkin – with the firm Sams, Larkin, and Huff – confused why they should be hidden from the right-a-way. that seems counterproductive.

Close the public hearing.

- ❖ **Rob Usher offered a motion to approve.**
  - **Tracy Collins seconded the motion.**
  - **Motion failed (0-0)**

| | |
|---|---|
| **RESULT:** | **FAIL [UNANIMOUS]** |
| **MOVER:** | Rob Usher |
| **SECONDER:** | Tracy Collins |
| **AYES:** | None |

Councilman Ake said since there are some changes to be made maybe we should table this. Councilman Usher withdrew his motion to approve and change to motion to table.

- ❖ **Rob Usher offered a motion to table.**
  - **Brian Wolfe seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Rob Usher |
| **SECONDER:** | Brian Wolfe |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

DRAFT

**8.2)** Public Hearing/ 1st Reading - ZTA#006-23 Modifications to Sign Waiver Review Process

Staff recommends that the City Council approve an Ordinance approving ZTA#006-23, a Zone Text Amendment that would amend Land Development Ordinance (LDO) Chapter VI, Article VII (Sign Standards, Administration and Enforcement) to revise and consolidate the sign waiver process.

Hannah Menard presented to the commissioners the sign waiver review process.

- Businesses often need flexibility from the Sign Code for a variety of reasons: Branding requirements, visibility, additional signage, and hardship.
- Signage is critical to success.
- Staff evaluated ways to regulatory process could be simplified.
- Staff recommends delegating approval of sign waivers to DPC.
- 3 ways to seek relief from code: Administrative variances, variances, waivers.
- Administrative Sign Variance: DPC decides. Visibility of sign is impaired, no more than 25% over the max size allowed, no safety hazard. $50.00 cost and average 2 – 3 weeks for time to review.
- Sign Variance: City Council to decide on this, visibility of the sign is impaired, ineligible for the type of sign sought, alternate placement would not remedy the obstruction. Cost variance is $300 plus $100 per additional variance. Average of 3 months to review.
- Sign Waiver: City council to decide on this. All reasons other than hardships, Cost would be $200 and an average 2 months for review process.
- LDO section 6.7.8 and 6.7.9 would be deleted. Section 6.7.10 would be amended. We would add 6.7.11 Appeals to outline the appeal process for sign waivers.

Open public hearing
No one signed up or was present to speak.
The public hearing was closed.

- ❖ **David Potts offered a motion to approve**
  - **Tracy Collins seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | David Potts |
| **SECONDER:** | Tracy Collins |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

**ITEM 9)** **NEW BUSINESS**

**9.1)** Public Hearing/1st Reading - Pet Shop Ordinance

City manager Jeff Moon presented the Pet Shop Ordinance.
The city attorney has previously discussed bringing the Pet Shop ordinance in compliance with the State Code.

Open public hearing.
No one signed up or present to speak.
Close public hearing.

- ❖ **David Potts offered a motion to approve.**
  - **Brian Wolfe seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | David Potts |
| **SECONDER:** | Brian Wolfe |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

**ITEM 10)** **OLD BUSINESS**

**10.1)** City Center Public Infrastructure PH 2 (Site Work and Parking Deck) GMP Approval

Attached is the phase 2 guaranteed maximum price (GMP) amendment with Winter Construction. Approval of the amendment to the current contract allows Winter to proceed with the project when the land development permit is issued (anticipated early October). The initial schedule shows a completion date of 12/26/24 for the parking deck. Approve GMP as presented.

- ❖ **David Potts offered a motion to approve.**
  - **Brian Wolfe seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | David Potts |
| **SECONDER:** | Brian Wolfe |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

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**ITEM 11) MINUTES APPROVAL**

**11.1)** Approve Minutes from August 28, 2023 Regular Council Meeting

- **Rob Usher offered a motion to approve.**
  - **David Potts seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Rob Usher |
| **SECONDER:** | David Potts |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

**ITEM 12) DEPARTMENTAL REPORTS**

**12.1)** City of Woodstock Investment Report - August 2023
**12.2)** Community Development Hot Sheet 8.28
**12.3)** Fire Department August Monthly Report
**12.4)** Woodstock Parks & Recreation Department August Monthly Report
**12.5)** Community Development Hot Sheet 9.11.2023
**12.6)** September Public Works Project Status Report
**12.7)** PW Project Status Report September 2023
**12.8)** Police Department Report August 2023

**ITEM 13) MAYOR AND COUNCIL COMMENTS**

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

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

- **Brian Wolfe offered a motion to adjourn the executive session.**
  - **Rob Usher seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Brian Wolfe |
| **SECONDER:** | Rob Usher |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

- **Rob Usher offered a motion to reconvene from executive session.**
  - **Brian Wolfe seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Rob Usher |
| **SECONDER:** | Brian Wolfe |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

Attorney Eldon Basham asked to add item to agenda to consider Anti Litem notice from Sydney Kelly True attorney and then respond to it.

MPT Ake asked to add item 9.2 New business to agenda.

DRAFT

**ITEM 9.2** **NEW BUSINESS**

To vote to add item to consider Anti Litem from Sydney Kelly True.

- **Rob Usher offered a motion to approve to add item to agenda**
  - **Brian Wolfe seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Rob Usher |
| **SECONDER:** | Brian Wolfe |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

Motion to deny the anti litem.

- **Brian Wolfe offered a motion to deny anti litem.**
  - **Rob Usher seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Brian Wolfe |
| **SECONDER:** | Rob Usher |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

**ITEM 16)** **FINAL ADJOURNMENT**

- **Tracy Collins offered a motion to adjourn.**
  - **Rob Usher seconded the motion.**
  - **Motion carried (5-0)**

| | |
|---|---|
| **RESULT:** | **APPROVE [UNANIMOUS]** |
| **MOVER:** | Tracy Collins |
| **SECONDER:** | Rob Usher |
| **AYES:** | Colin Ake, David Potts, Tracy Collins, Brian Wolfe, Rob Usher |
| **ABSENT:** | Michael Caldwell, Warren Johnson |

As approved this 9th day of October 2023

_____

Cassandra Henry, Deputy City Clerk

DRAFT

**AGENDA ITEM NO. 12.1**

# Item Cover Page

**CITY COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | October 9, 2023 |
| **SUBMITTED BY:** | Hannah Menard, Community Development |
| **ITEM TYPE:** | Departmental Reports |
| **AGENDA SECTION:** | DEPARTMENTAL REPORTS |
| **SUBJECT:** | **Community Development Hot Sheet 9.25.2023** |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
2023 CD Hot Sheet 9_25.pdf

# COMMUNITY DEVELOPMENT HOTSHEET

UPDATED THROUGH 9/25

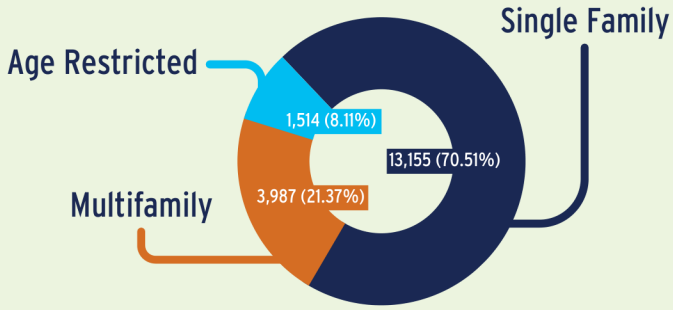
## OVERVIEW

Public Hearing Cases in Progress: 9
Business Licenses Issued: 16
Development Projects Under Review: 13

## LOOKING AHEAD

Next Council Meeting: October 9
Next Planning Commission Meeting: October 5
Next Public Hearing Application Deadline: October 6

## HOUSING DATA

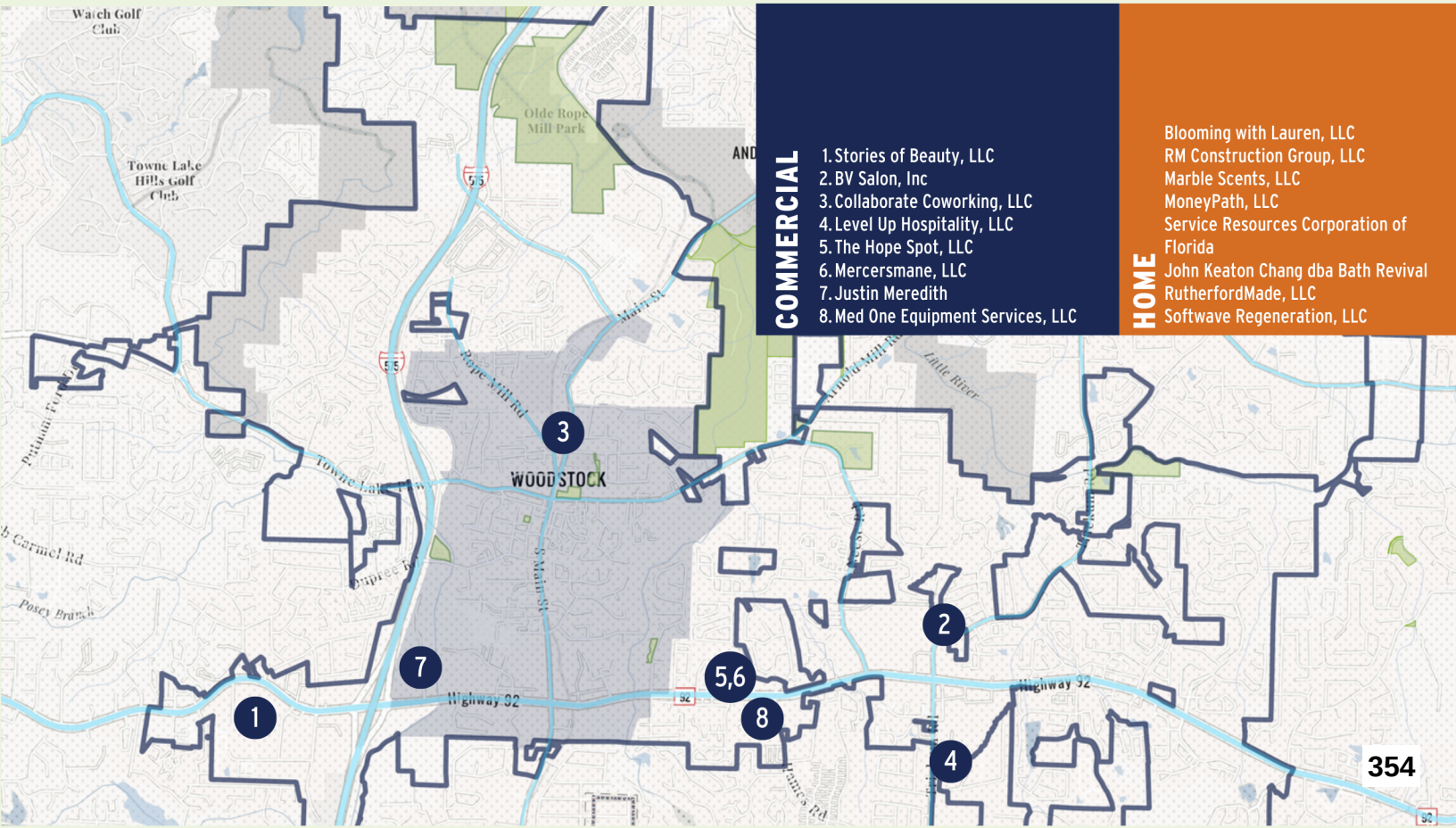



## CONSTRUCTION HEALTH INDICATOR

| | SFR BUILDING PERMITS | SFR COS | % |
|---|---|---|---|
| CY 2022 | 334 | 563 | 59% |
| 2023 YTD | 255 | 252 | 98.8% |

COs updated monthly (ideal range is 60%-75%)

## BUSINESS LICENSES ISSUED



# PUBLIC HEARING CASES

## AT BAT

### CUP#076-23 Ridgewalk Self Storage

Dakota Carruthers with Parker Poe, on behalf of Coro Realty, has applied for two Conditional Use Permits at Ridge Trail, south of Ridgewalk Parkway. The request is to allow for a self-storage use and to allow for the proposed use to be constructed above the square footage maximum of 8,000 square feet at 100,000 square feet. The property is zoned NC (Neighborhood Commerical)

Planning Commission: October 5 City Council: October 23
Project Planner: Cameron Dunn

### CUP#075-23 207 & 209 Woodpark Pl - TABLED for 60 days on July 24

Michelle Horstemeyer, on behalf of South on Main, LLC, requests a Conditional Use Permit to develop a 29-unit townhome development at 207 and 209 Woodpark Place. This property is located in the DT-CMU (Downtown Commercial Mixed Use) zoning district.

Planning Commission: July 6 City Council: October 9
Project Planner: Tracy Albers

## BATTER'S BOX

### A#121-23 Northside (13309 Hwy 92)

Anamaria Hazard Meanes, on behalf of Northside Hospital, Inc., has applied for Annexation and Rezone of 13309 Highway 92. The request is to annex the parcel and rezone from County R-40 to City OSI with Parkway Overlay for accessory parking for a previously approved Medical Office Building.

Planning Commission: November 2 City Council: November 27
Project Planner: Hannah Menard

### V#202-23 Chase Bank (9859 Hwy 92)

Nima Balasubramanian, on behalf of JPMorgan Chase Bank, has applied for Variances for 9859 Hwy 92. The request is for twelve architectural and façade variances to allow for a retail bank with drive-thru ATM. The property is zoned DT-CMU (Commercial Mixed-Use).

Planning Commission: November 2 City Council: November 27
Project Planner: Cameron Dunn

### SW#011-23 Wellstar (209 Mill St)

Jessica Hoy, on behalf of Wellstar Health System, has applied for a Sign Waiver for 209 Mill St. The request is for a monument sign to replace a previously existing monument sign that had been taken down during the Hub Transformation Project. The property is zoned DT-CDB (Central Business District).

Planning Commission: November 2 City Council: November 27
Project Planner: Niwana Ray

# PUBLIC HEARING CASES

## IN THE DUGOUT

### Z#151-22 Fuqua Acquisitions, LLC - TABLED on January 9, 2023

Parks Huff, on behalf of Fuqua Acquisitions, LLC, is requesting a Rezoning and 23 Variances to develop 10.35 acres consisting of 9 parcels, north of Towne Lake Parkway, east of Sherwood Drive, and south of Little John Lane. The applicant is proposing to rezone the area from DT-RO to DT-CBD for a commercial retail development including a grocery store and restaurants. Please reference website for the complete list of Variances.

Planning Commission: TBD City Council: TBD
Project Planner: Tracy Albers

### A#119-23 Rope Mill Lane - TABLED by Applicant on May 5, 2023

Jason Scheidt on behalf of Dan Barrett is requesting property to be annexed from Cherokee County into the City of Woodstock (exempt from minimum acreage requirement) and rezoned into IN-VIL Infill Village category, the same as the immediately adjacent Inwood development, at the same density levels allowed (12 units / acre). Applicant will also work with City to bring the City's desired road connections.

Planning Commission: TBD City Council: TBD
Project Planner: Niwana Ray

### A#120-23 770 Dobbs Road - TABLED by Applicant on June 7, 2023

David Hacker, on behalf of Randy & Karen Cowan, is requesting annexation of 770 Dobbs Road into the City of Woodstock, rezoning from County LI (Light Industrial District) to DT-GC (Downtown General Commercial) subject to being able to maintain existing signage on roof and pole, connection to sewer via private system, and allowing/maintaining existing conditions.

Planning Commission: TBD City Council: TBD
Project Planner: Niwana Ray

### SW#010-23 Public Storage - Pending more information

Marcia Jones with Signal Signs, on behalf of Public Storage Inc, has applied for a Sign Waiver seeking relief from the setback requirements for monument signs at Public Storage, located at 10763 Highway 92 in the DT-GC zoning district. Applicant proposes keeping the sign in its existing location.

Planning Commission: TBD City Council: TBD
Project Planner: Cameron Dunn