City Council - Regular Session
The Chambers at City Center

8534 Main Street
(Main) 770.592.6000 (Fax) 770.926.1375
http://www.woodstockga.gov
***Hearing Assistance Available Upon Request**

AGENDA

Monday, May 19, 2025

City Council - Regular Session
7:00 PM

ITEM 1. MEETING CALLED TO ORDER

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

ITEM 2. RECOGNITION OF GUESTS AND VISITORS

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

ITEM 3. ANNOUNCEMENTS

1. **Announcements** (Brian Wolfe)
On Monday, May 26th, City Offices will be closed and there will be no regular session Council Meeting in observance of the Memorial Day holiday.

A special Memorial Day ceremony will be held honoring the brave men and women who made the ultimate sacrifice for our freedom. The City of Woodstock along with the American Legion Post 316, Marine Corps League Detachment 1311, and other local veteran's groups will hold a special service on May 26th at 10:00 a.m. at The Park at City Center located at 101 Arnold Mill Road. For more information visit the City of Woodstock Parks and Recreation website.

Come experience the Downtown Woodstock Walking Tour Series - The History of Woodstock, on Thursday May 29th starting at 6:00 p.m. This walking tour will explore the history of Woodstock. Participants will learn about the unique history of many buildings in the area, families that had a major influence on the city, and many other interesting historical facts. Tours will run every half hour - 6:00 p.m. / 6:30 p.m. / 7:00 p.m. / and 7:30 p.m., departing from The Woodstock Visitors Center. Each tour lasts approximately 45 minutes in length and comfortable walking shoes are recommended. For more information, visit https://visitwoodstockga.com/walking-tours/

ITEM 4. MEETING DECORUM

ITEM 5. PUBLIC COMMENT

ITEM 6. CONSENT AGENDA

1. **Approve Special Event Ordinance Updates (2nd Reading)** (Hannah Menard)
   Request for approval to adopt Ordinance No. 2025-009 that would update Chapter 30 - Offenses and Miscellaneous Provisions - of the City of Woodstock Code of Ordinances. The proposed changes would limit the number of events held at City facilities, clarify the processes for events held on public versus private property, and would provide additional clarification for the permitting process. In addition, this update would establish a new Article for firework usage and permitting in the City. An Ordinance, Redlined Code Changes, and draft Council Policy Manual are provided as Attachments.

2. **Approve IGA Amendment - 2025 Resurfacing Project (Phase 2)** (Jeff Moon)
   Request for approval of amendment one to an Intergovernmental Agreement for Cherokee County to provide resurfacing and road repairs for various roads in the City of Woodstock.

3. **Approve IGA - SS4A (Local Match Share)** (Jeff Moon)
   Request for approval of an Intergovernmental Agreement for the Cherokee County and municipalities Comprehensive Safety Action Plan.

4. **Approve IGA - Opioid Fund Transfer** (Jeff Moon)
   Request for approval of an Intergovernmental Agreement for use of Opioid settlement funds. The City desires to transfer a portion of the City Settlement Funds to Cherokee County to enhance the coordinated use of resources and maximize the impact of opioid remediation efforts.

5. **Approve IGA - Arnold Mill Sidewalk Extension** (Jeff Moon)
   Request for approval of an Intergovernmental Agreement to construct a sidewalk extension connecting the jurisdictional limits of the City and the jurisdictional limits of the County near Arnold Mill Elementary School located at or near 710 Arnold Mill Road.

ITEM 7. PUBLIC HEARING

1. **Consideration of Approval of FY 2026 Annual Operating Budget & Ordinance No. 2025-008 (Public Hearing & Vote - 1st Reading)** (Crystal Welch)
   Request for approval of the FY 2026 Annual Operating Budget and Ordinance No. 2025-008 (Presentation and 1st reading/public hearing). The Ordinance is to provide for the adoption of a budget, its execution and effect for the fiscal year beginning July 1, 2025 and ending June 30, 2026. Ordinance is provided in the agenda packet.

2. **Consideration of CUP#088-25: 195 Towne Lake Parkway (Public Hearing/Vote)** (Hannah Menard)
   Request for consideration of CUP#088-25. Staff recommends that Council approve a Conditional Use Permit (CUP) for a "Gas/Fuel Station" at 195 Towne Lake Parkway, subject to the staff-recommended conditions of approval.

3. **Consideration of V#209-25: 138 Parks Circle (Public Hearing/Vote)** (Hannah Menard)
   Request for consideration of Ordinance No. 2025-012 granting approval of V#209-25. Staff recommends that Council approve one variance to allow for an additional curb cut for a second driveway at 138 Parks Circle, subject to the staff recommended conditions of approval.

4. **Consideration of V#210-25: 130 Robinhood Drive (Public Hearing/Vote)** (Natalie Faustine)
Request for consideration of Ordinance No. 2025-010 granting approval of V#210-25. Staff recommends that the Council approve a variance to allow for the placement of an accessory structure closer to the side street of a corner lot than the primary structure located at 130 Robinhood Drive, subject to the staff recommended conditions of approval.

5. **Consideration of 2024 Impact Fee Financial Report and Capital Improvements Element (CIE) Update - Resolution No. 2025-010 (Public Hearing/Vote)** (Tracy Albers)
Request for approval to adopt Resolution No. 2025-010. Staff recommends that Council adopt the Resolution allowing for transmittal of the report to the Atlanta Regional Commission and Georgia Department of Community Affairs for review and comment. Once review and/or any comments addressed, the item will be brought back to Council for formal adoption.

ITEM 8. NEW BUSINESS

ITEM 9. OLD BUSINESS

ITEM 10. MINUTES APPROVAL

1. **Consideration of Approval to Adopt Council Meeting Minutes - May 12, 2025** (Robyn Adams)

ITEM 11. DEPARTMENTAL REPORTS

1. **Parks and Recreation Monthly Report (April 2025)** (Brian Borden)

2. **Investment Report (April 2025)** (Ron Shelby)

ITEM 12. MAYOR AND COUNCIL COMMENTS

ITEM 13. CITY MANAGER AND STAFF COMMENTS

ITEM 14. EXECUTIVE SESSION - Personnel, Litigation, Real Estate

ITEM 15. FINAL ADJOURNMENT

AGENDA ITEM NO. 2.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Robyn Adams, City Clerk
ITEM TYPE:	Proclamation
AGENDA SECTION:	RECOGNITION OF GUESTS AND VISITORS
SUBJECT:	**Proclamation - Kids to Parks Day**
SUGGESTED ACTION:	

ATTACHMENTS:
PRO - Kids to Parks Day 2025.pdf

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

KIDS TO PARKS DAY

NATIONAL PARK TRUST

WHEREAS, May 17, 2025, is the 15th Annual Kids to Parks Day organized and launched by the National Park Trust and is held each year on the third Saturday of May; and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that I, Michael Caldwell, Mayor of the City of Woodstock, Georgia, do hereby proclaim May 17, 2025, as **Kids to Parks Day.**

Proclaimed this 19th day of May 2025.

_____
Michael Caldwell, Mayor

Attest _____
Robyn Adams, City Clerk

AGENDA ITEM NO. 3.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 19, 2025

SUBMITTED BY: Robyn Adams, Administration

ITEM TYPE: Announcements

AGENDA SECTION: ANNOUNCEMENTS

SUBJECT: **Announcements**

SUGGESTED ACTION: On Monday, May 26th, City Offices will be closed and there will be no regular session Council Meeting in observance of the Memorial Day holiday.

A special Memorial Day ceremony will be held honoring the brave men and women who made the ultimate sacrifice for our freedom. The City of Woodstock along with the American Legion Post 316, Marine Corps League Detachment 1311, and other local veteran's groups will hold a special service on May 26th at 10:00 a.m. at The Park at City Center located at 101 Arnold Mill Road. For more information visit the City of Woodstock Parks and Recreation website.

Come experience the Downtown Woodstock Walking Tour Series - The History of Woodstock, on Thursday May 29th starting at 6:00 p.m. This walking tour will explore the history of Woodstock. Participants will learn about the unique history of many buildings in the area, families that had a major influence on the city, and many other interesting historical facts. Tours will run every half hour - 6:00 p.m. / 6:30 p.m. / 7:00 p.m. / and 7:30 p.m., departing from The Woodstock Visitors Center. Each tour lasts approximately 45 minutes in length and comfortable walking shoes are recommended. For more information, visit https://visitwoodstockga.com/walking-tours/

ATTACHMENTS:

AGENDA ITEM NO. 6.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Hannah Menard, Community Development
ITEM TYPE:	Ordinance 1st or 2nd Reading
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	**Approve Special Event Ordinance Updates (2nd Reading)**
SUGGESTED ACTION:	Request for approval to adopt Ordinance No. 2025-009 that would update Chapter 30 - Offenses and Miscellaneous Provisions - of the City of Woodstock Code of Ordinances. The proposed changes would limit the number of events held at City facilities, clarify the processes for events held on public versus private property, and would provide additional clarification for the permitting process. In addition, this update would establish a new Article for firework usage and permitting in the City. An Ordinance, Redlined Code Changes, and draft Council Policy Manual are provided as Attachments.

ATTACHMENTS:

Ordinance No 2025-009 Special Events.pdf
Special Event Updates Memo.pdf
Proposed CPM Addition - Special Event.pdf

ORDINANCE NO. 2025-009

AN ORDINANCE AMENDING CHAPTER 30 – OFFENSES AND MISCELLANEOUS PROVISIONS – OF THE CODE OF WOODSTOCK, GEORGIA, TO PROVIDE FOR REVISED PROVISIONS FOR SPECIAL EVENTS AND TO ESTABLISH A FIREWORK ORDINANCE.

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

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

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

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

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

Section 1. That Chapter 30 – Offenses and Miscellaneous Provisions, Article 3 – Special Events; is hereby repealed, and replaced as follows:

Sec. 30-75. Title

This article shall be known and may be cited as the "City of Woodstock Special Events Ordinance."

Sec. 30-76. Purpose

The City Council recognizes the impact that special events have on the availability of City services therefore adopts the ordinance from which this article is derived to license and regulate activities of this nature.

Sec. 30-77. Definitions

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

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

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

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

Special event.

1. The term "special event" means:
    a. Any activity which occurs upon private or public property that will affect the ordinary use of parks, public streets, rights-of-way, sidewalks, trails, or otherwise impacts the delivery of public safety services; or,
    b. Any activity that disrupts the normal flow of traffic on public streets or sidewalks.
2. Special events include, but are not limited to, fairs, tours, grand opening celebrations, races, parades, art festivals, concerts, holiday celebrations, bicycle runs and block parties. Private social gatherings which will make no use of City streets other than for lawful parking are not included. Garages sales, lawn sales, rummage sales, flea market sales, or any similar casual sale of tangible personal property are not included.
3. For carnivals, please see Chapter 24, Article VIII.

Special event permit means the permit required by Section 30-78.

Weekend means the period from Saturday morning to Sunday evening.

Sec. 30-78. Permit Required.

No person or organization shall advertise, engage in, participate in, aid, form, or start any special event, unless a special event permit shall first have been obtained from the city manager or their designee. Private social gatherings located on private property which will make no use of city streets other than for lawful parking do not require a permit. Non-profit organizations are not exempt from obtaining a special event permit. Freedom of Speech events are not exempt from obtaining a special event permit.

Sec. 30-79. Exceptions.

This article shall not apply to

1. Funeral processions.
2. Lawful picketing. Lawful picketing shall be conducted off the street or roadway and not in a manner as to obstruct vehicular or pedestrian traffic. Any lawful picketing which crosses, traverses, or is otherwise conducted in or upon any street,

roadway, right-of-way or sidewalk shall not be exempted from the permit requirement.

3. Activities of, or sponsored by, a governmental agency that do not require the closing of any street, roadway, rights-of-way or sidewalk.

4. Any bona fide athletic event or contest which is scheduled and sponsored by any bona fide elementary, secondary, or high school situated within the City or by the Parks and Recreation Department so long as during such special event no fireworks shall be used, exploded, or displayed and that does not require the closing of any street, roadway, right-of-way or sidewalk.

Sec. 30-80.

a. *Administration.* The City Manager or his or her designee shall be in charge of administering this article and coordinating the application process. Any person seeking the issuance of a special events permit shall file an application with the City of Woodstock. Applications are also available on the City's website. A Special Events Committee comprised of the following employees shall review and approve all special event applications:

    1. Police Chief or their designee.

    2. Fire Chief or their designee.

    3. Public Works Director or their designee.

    4. Parks and Recreation Director or their designee.

    5. Community Development Director or their designee.

    6. Downtown Development Authority Director or their designee (if applicable).

b. *Filing period.* An application for a permit (that does not involve closing of a street, roadway, right-of-way or sidewalk) shall be filed not more than 365 days and not less than 30 days before the date and time which the proposed special event is to take place. However, for just cause, the City Manager may waive the minimum 30-day filing period and accept an application filed within a shorter period if, after consideration of the date, time, place and nature of the special event, the number of participants and the necessity for City services which will be required in connection with the special event, the City Manager reasonably deems it appropriate to waive the filing period.

    1. Special events that require or request closing of public streets will require City Council approval, subject to the City's road closure policy (CPM #600-0003). Such permit applications must be submitted no less than 90 days in advance.

2. If the proposed special event is associated with freedom of speech (and requires no closure of a street, roadway, right-of-way or sidewalk) the minimum filing period is seven days, in which case the application shall be walked through the review process by the applicant.

c. *Contents.* The application for a permit shall set forth the following information and such other information as may be reasonably required:

1. The name, place of residence, mailing address and telephone number of the person applying for the permit.
2. If the event is to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization must be provided.
3. The name, place of residence, mailing address and telephone number of the individual person responsible for conducting the event.
4. The dates and times scheduled for the event.
5. The exact location/street address of the event. (Attach copy of rental/lease agreement if property is owned by someone other than the applicant.)
6. A detailed plan/layout of the event (to include placement of tents, chairs, tables, stages, port-a-johns, dumpsters, etc.). If the event involves the closing of a street, roadway, right-of-way or sidewalk, a detailed layout of the route to be taken (including starting and ending point), roads involved, dates, times and length of times roads will need to be closed, whether or not a full road closure is needed or if a rolling closure can be done, and the purpose of closing the road must be submitted with the application.
7. The nature and types of activities that will occur, as well as stating how trash disposal and access to toilets will be handled. If the event is scheduled to last two hours or longer, the entity filing the special event permit application is required to provide a sufficient number of port-a-johns for event attendees, which number shall be determined by the City. Said entity is also responsible for the disposal of trash generated by their event. The determination of whether port-a-johns and trash dumpsters are required and the number of port-a-johns and size of dumpsters rests solely with the City, with the reservation and costs of such provisions being the sole responsibility of the special event permit applicant.
8. The approximate number of spectators and participants present or participating in the event.
9. The purpose of the event.

10. If the event is a parade, the following additional information shall be required:

    a. The exact location of any marshaling or staging areas for the parade.

    b. The time at which units of the parade will begin to arrive at the staging areas, and the times at which all such units will be dispersed therefrom.

    c. The exact route to be traveled, including the starting point and termination point.

    d. The approximate number of persons, animals and vehicles which will participate in the parade, including a description of the types of animals and vehicles to be used in the parade.

    e. A statement as to whether the parade will occupy all or only a portion of the width of the street, roadway, or sidewalks to be used.

    f. A designation of any public facilities or equipment proposed to be utilized.

11. Attachment of all authorizations required by any other governmental agency possessing jurisdiction over the event, including, but not limited to:

    a. Temporary food service permit (County Environmental Health), if required.

    b. Tent permit (City Community Development/Building Official).

    c. Sign permit (City Community Development/Building Official).

    d. Alcohol license (State; City).

    e. Fireworks license (State) and permit (County Probate Court).

    f. Any other permit or license or authorization as may be required.

Sec. 30-81. Application fee; permit fee; cost analysis.

a. *Permit fee.*

1. Cost analysis. The City Manager or his or her designee shall send copies of special event applications to the Special Events Committee. Each Committee member is required to evaluate and itemize the costs associated with this event for their department. The City Manager or his or her designee shall compile the departmental figures and give in writing to the applicant the final cost of the permit fee (to include any City facilities/City

personnel/park rental fees) as soon as practicable but not later than ten business days after the completed application has been received.

2. Payment. The permit fee and all applicable rental fees shall be paid in full prior to issuance of a permit.

3. Refund. If the event does not take place due to inclement weather, fire, or other public safety emergency, and the event cannot be rescheduled within three months from the original date, a refund for the permit fee will be given to the applicant. There will be no refund of the permit fee if the applicant fails to notify the City of an event cancellation not less than ten days prior to the date of the event. The cancellation notice must be in writing to the City Manager. If the event involves a road closure, the same notification method used for the road closure must be used for notification of cancellation of the event.

    i. If the event is rescheduled due to inclement weather, fire, or other public safety emergency, the Committee shall be notified and provide updated approvals to the Applicant.

4. All applicable fees shall be made payable to and through the City.

5. All associated departmental fees can be found in the City's fee schedule under Administration—special duty pay. Facility and park rental fees can be found under Parks and recreation.

b. *Fee exemptions.*

1. Should the Applicant be a nonprofit or religious institution, they shall be exempt from the payment of application fees if the special event does not involve fireworks, a parade, the use of City facilities or the use of City personnel. A copy of the 501(c)3 form must be provided.

    i. Should the Applicant benefit a nonprofit or religious institution, all fees shall be paid, including the payment of application fees.

2. Activities of, or sponsored by, a governmental agency shall be exempt from the payment of application fees if the special event does not involve fireworks, a parade, the use of City facilities or the use of City personnel.

3. Any bona fide athletic event or contest which is scheduled and sponsored by any bona fide elementary, secondary, high school or college (situated within the City) or by the Parks and Recreation Department shall be exempt from the payment of application fees if the special event does not involve fireworks, a parade, the use of City facilities or the use of City personnel.

Sec. 30-82. Parades, marches, and processions.

a. Parades, marches and processions shall be considered special events and shall require issuance of a permit subject to the fees and conditions contained in this article and as specified below:

    1. Prohibited without permit. It shall be unlawful for any person to be a part of or to engage in any parade, march, or procession or to march, parade or proceed along any street or sidewalk in the City as a part of or a party to such parade, march, or procession without having first obtained a written permit from the City Manager or his or her designee for the holding of such parade, march or procession.

    2. Application for permit as prescribed in Section 30-80 shall be submitted.

    3. Police vehicle to precede parades, marches and processions. All parades, marches and processions through the streets of the City shall be preceded by a police vehicle and conducted in such manner as to impede and interfere with the flow of traffic to the least possible extent.

    4. If the special event is a parade and if the parade will traverse a State or federal highway, the persons or organization must also have a permit from the State Department of Transportation; there must be 90 days' advance notice for State permits. Application for permits must be submitted to the Chief of Police before going to State headquarters.

b. This section does not apply to funeral processions which are exempt from this article.

Sec. 30-83. Police protection.

After obtaining the information required by this article, the Chief of Police shall determine whether and to what extent additional police protection will be required for the event for purposes of traffic, crowd control and security. In making this determination the Chief of Police shall consider those factors set out in Sections 30-80(b) and 40-131. If additional police protection for the event is deemed necessary by the Chief of Police, he or she shall so inform the applicant for the permit. The applicant then shall have the obligation to secure police protection acceptable to the Chief of Police at the sole expense of the applicant and shall pay the expenses of such protection as required. The Chief of Police shall consider what additional manpower, equipment, and supplies are needed, as well as any other items or expenses which will be necessary. An estimate of these costs will be provided to the applicant prior to the issuance of a permit. Private security may be used by the applicant with approval of the Chief of Police or his or her designee. The Chief of Police may designate someone to act on his or her behalf regarding any portion of this section.

Sec. 30-84. Fire protection and emergency medical services.

a. After receiving notification of the intended event, the Fire Chief shall make a determination as to the need for on-site fire watch or emergency medical personnel. The Fire Chief shall consider such factors as the location, number of anticipated participants, spectators, and the type of event, including the application of appropriate codes and ordinances. If fire watch and/or emergency medical personnel for the event are deemed necessary by the Fire Chief, he or she shall so inform the applicant. The applicant shall have the obligation to secure fire watch and/or medical personnel reasonably acceptable to the Fire Chief at the sole expense of the applicant and shall pay the expenses of such protection as required. The Fire Chief shall consider what additional manpower, equipment and supplies are needed, as well as any other items or expenses which will be necessary. An estimate of these costs will be provided to the applicant prior to the issuance of a permit. Private fire/EMS services may be used by the applicant with approval of the Fire Chief or his or her designee. The Fire Chief may designate someone to act on his or her behalf regarding any portion of this section.

b. The conduct of the event shall not introduce extraordinary hazard to fire protection and/or to the life or safety of the spectators or participants in the immediate or adjacent areas.

Sec. 30-85. Parks and Recreation and/or Public Works Department staff.

After obtaining the information required by this article, the Parks and Recreation Director and Public Works Director shall determine whether and to what extent additional Parks and Recreation and Public Works Department staff will be required for the event for purposes of traffic control, park and/or street cleaning and maintenance. In making this determination, the Parks and Recreation Director and Public Works Director shall so inform the applicant for the permit. The applicant then shall have the obligation to secure event staff acceptable to the Parks and Recreation Director at the sole expense of the applicant and shall pay the expenses of such maintenance as required. The Parks and Recreation Director and the Public Works Director shall consider what additional manpower, equipment, and supplies are needed, as well as any other items or expenses which will be necessary. An estimate of these costs will be provided to the applicant prior to the issuance of a permit. The Parks and Recreation Director and/or the Public Works Director may designate someone to act on his or her behalf regarding any portion of this section.

Sec. 30-86. Standards for permit issuance.

The City Manager or his or her designee shall issue a permit as provided herein upon receipt of verification from the applicable City department directors that the following standards for issuance of the permit have been substantially satisfied or found not applicable to the requested permit:

1. The conduct of the event will not substantially interrupt the safe and orderly movement of other pedestrians or vehicular traffic in or contiguous to the route or location of the event.

2. The conduct of the event will not require the diversion of so great a number of public safety personnel or equipment of the City to properly secure the event area and the areas contiguous thereto as to prevent the current level of public safety services from being furnished to other parts of the City.

3. The event shall not take place until inspections by concerned departments (i.e., Fire, Parks and Recreation, Public Works, Community Development, DDA (if applicable) and Police) have been conducted and a determination has been made that all codes and ordinances have been met and satisfied.

4. The concentration of persons, animals and/or vehicles at the event will not unduly interfere with proper fire and police protection or ambulance service to areas contiguous to the event area and other areas of the City.

5. The conduct of the assembly is not reasonably likely to cause injury or intended to cause injury to persons or property or to provide disorderly conduct as defined by State statutes, provided that under no circumstances may the Building Official deny a permit solely on the basis of the proposed content of speech or ideas of the group involved.

6. Adequate sanitation and other required health facilities are or will be made available in or adjacent to the event area and the applicant has agreed to clean the right-of-way or public property of rubbish and debris, returning it to its pre-event condition, within 24 hours of the conclusion of the event with the understanding that failure to do so will result in the City conducting the clean-up and charging the applicant with any and all costs associated with the clean-up.

7. The conduct of the assembly will not result in noise at a level inappropriate for the area surrounding the event.

8. There are sufficient parking places near the event to accommodate the approximate number of automobiles reasonably expected to be driven to the assembly, such number to be estimated by the Chief of Police.

9. The applicant has secured Parks and Recreation, Public Works, police, fire and emergency medical services/protection, if any, required under this section and has prepaid the expenses therefor.

10. If an event sponsored by an institution or corporate entity is to take place in any publicly owned or controlled property, public liability and property damage insurance with the City named as an additionally insured party shall be obtained

in an amount of no less than $1,000,000.00 unless otherwise approved by the City Risk Manager.

11. If the event is a parade and if the parade will traverse a State or federal highway, the persons or organization must also have a permit from the State Department of Transportation; there must be 90 days' advance notice for State permits. Application for permits must be submitted to the Chief of Police before going to State headquarters.

Sec. 30-87. Standards for denial of permit.

a. Reasons for denial of a special event permit, as determined by the City, include, but are not limited to:

   1. The event will disrupt traffic within the City beyond practical resolution.
   2. The event will interfere with access to fire stations and/or fire hydrants.
   3. The location of the special event will cause undue hardship to adjacent businesses or residents.
   4. The event will require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the City.
   5. The application contains incomplete or false information.
   6. The applicant fails to comply with all terms of this article, including failure to remit all fees and deposits or failure to provide proof of insurance/certificate of insurance, proof of authorization from applicable outside entities such as licenses or permits required by federal, State or County officials for alcohol licenses, food service, fireworks, bonds, and a save harmless agreement to the City.
   7. The event will interfere with another event for which a permit has been issued.
   8. The applicant refuses to sign the permit indicating their willingness to abide by or comply with the provisions of this article and the conditions set forth in the permit.

b. Olde Rope Mill Park is limited to two special events per year.

c. Non-City Sponsored Events are limited as follows:

   1. Amphitheater is limited to one event per month.
   2. Towne Lake Pass Trail/Noonday Creek Trail is limited to one event per month
   3. Downtown Woodstock is limited to four events per month.

Sec. 30.88. Notice of rejection.

Should the application be denied, the City Manager or his or her designee shall notify the applicant by personal delivery or certified mail within seven business days of the denial. A copy of this notification shall include the reasons for the denial of the permit and shall advise of the appeal procedure.

Sec. 30-89. Appeals.

Any applicant aggrieved shall have the right to appeal the denial of a permit or revocation of a permit under Section 30-88 to the City Manager. The appeal shall be submitted by the applicant within five business days after receipt of the notice of denial by filing a written notice of appeal with the City Manager. The City Manager shall meet to hear the appeal within five business days of receipt of notice of such appeal unless circumstances warrant delaying the appeal hearing for a reasonable time thereafter and shall issue a decision on the appeal within 24 hours after said hearing, which requirement may be extended if the City Manager requires additional information or needs to seek legal advice, but shall be rendered as soon as practicable thereafter. Any appeal from the decision of the City Manager shall be forwarded to the Mayor and Council and shall be filed within 30 days of the date on which the decision is rendered to the applicant.

Sec. 30-90. Notice of issuance or denial.

Immediately upon issuance of a permit or denial of a permit, the City Manager or his or her designee shall forward sufficient documentation to the following (or their designees):

1. The Mayor and Council.
2. The City Manager.
3. Special Events Committee.
4. Department directors.
5. Risk Manager.

Sec. 30-91. Duties of permittee.

A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. The event chairperson shall maintain custody of the permit and upon demand shall produce it to the City authorities. Under no circumstances may a permit be transferred from the applicant to any other person or organization.

Sec. 30-92. Revocation of permit.

The City Manager, or his or her designated representative, shall have the authority to revoke a permit issued hereunder instantly upon violation of any one or more of the codes, ordinances or conditions or standards of issuance as set forth herein.

Sec. 30-93. Indemnification.

The applicant and any other persons, organizations, or corporations on whose behalf the application is made by filing a permit application shall represent, stipulate, contract, and agree that they jointly and severally indemnify and hold the City harmless against liability. This includes court costs and attorneys' fees, including appeal, or any and all claims for damage to property or injury to or death of persons arising out of or resulting from issuance of the permit or the conduct of the event or any of its participants or the revocation of the permit for reasons herein stated.

Sec. 30.94. Save harmless agreement.

The applicant is required to provide a save harmless agreement in which the applicant agrees to defend, pay and save harmless the City, its officers and employees, from any and all claims or lawsuits for personal injury or property damage arising from or in any way connected to the special event; excepting any claims arising solely out of the negligent acts of the City, its officers and employees.

Sec. 30-95. Construal of provisions.

Nothing in this article shall be construed so as to exempt the applicant or any other person from the requirements of the Georgia Code or any other applicable State or federal law.

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

a. Any violation of any provision of this article shall, upon conviction, be punishable as a misdemeanor as provided by this Code. Each day such violation is committed or permitted to continue shall constitute a separate offense.

b. If, at the discretion of the City Manager or his or her designee, the City has to provide additional personnel due to the applicant misrepresenting facts on the application, or failure to provide agreed-upon private security/staffing, or for any other just and lawful reason and for protection of public safety, it shall be at the sole expense of the applicant.

Sec. 30-97 – 30-127. Reserved

Section 2. That Chapter 30 – Offenses and Miscellaneous Provisions, Article 4 – Fireworks; be established as follows:

Article 4 – Fireworks

Sec. 40-128. Title

This article shall be known and may be cited as the "City of Woodstock Fireworks Ordinance."

Sec. 40-129. Purpose

The City Council recognizes the dangerous nature of fireworks to the health, safety and welfare of the citizens of the City, and therefore adopts the ordinance from which this article is derived to license and regulate activities of this nature.

Sec. 40-130. Definitions.

a. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Consumer fireworks means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the United States Consumer Product Safety Commission as provided for in 16 CFR 1500 and 1507, the United States Department of Transportation as provided for in 49 CFR 172, and the American Pyrotechnics Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1. Additionally, the term "consumer fireworks" includes Roman candles.

Consumer fireworks retail facility shall have the same meaning as provided for by NFPA 1124; provided, however, that the term "consumer fireworks retail facility" does not include a tent, canopy, or membrane structure.

Consumer fireworks retail sales stand shall have the same meaning as provided for by NFPA 1124.

Distributor means any person, firm, corporation, association, or partnership which sells consumer fireworks.

Electric plant shall have the same meaning as provided for in O.C.G.A § 46-3A-1.

Fireworks means any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including blank cartridges, firecrackers, torpedoes, skyrockets, bombs, sparklers, and other combustibles and explosives of like construction, as well as articles containing any explosive or flammable compounds and tablets and other devices containing an explosive substance.

NFPA 1124 means the National Fire Protection Association Standard 1124, Code for the Manufacture, Transportation, Storage, and Retail Sales of Fireworks and Pyrotechnic Articles, 2006 Edition.

Proximate audience means an audience closer to pyrotechnic devices than permitted by the National Fire Protection Association Standard 1123, Code for Fireworks Display, as adopted by the Safety Fire Commissioner.

Pyrotechnics means fireworks.

Store shall have the same meaning as provided for by NFPA 1124; provided, however, that the term "store" only includes such buildings with at least 4,000 square feet of retail display space and wherefrom:

1. No more than 25 percent of such retail display space is used for consumer fireworks and items or products as provided for under O.C.G.A. § 25-10-1(b)(2); and

2. Other items or products which are not consumer fireworks or items or products as provided for under O.C.G.A. § 25-10-1(b)(2) are sold;

and provided, further, that the term "store" means a person, firm, corporation, association, or partnership with more than one mercantile location, where all such mercantile locations are collectively known by the public by the same name and central management.

Wastewater treatment plant shall have the same meaning as provided for in O.C.G.A. § 43-51-2.

Water treatment plant shall have the same meaning as provided for in O.C.G.A. § 43-51-2.

b. The terms "consumer fireworks" and "fireworks" do not include:

1. Model rockets and model rocket engines designed, sold, and used for the purpose of propelling recoverable aero models, toy pistol paper caps in which the explosive content averages 0.25 grains or less of explosive mixture per paper cap or toy pistols, toy cannons, toy canes, toy guns, or other devices using such paper caps; nor shall the term "consumer fireworks" or "fireworks" include ammunition consumed by weapons used for sporting and hunting purposes; and

2. Wire or wood sparklers of 100 grams or less of mixture per item; other sparkling items which are non-explosive and non-aerial and contain 75 grams or less of chemical compound per tube or a total of 500 grams or less of multiple tubes; snake and glow worms; smoke devices; or trick noise makers which include paper streamers, party poppers, string poppers, snappers, and drop pops each consisting of 0.25 grains or less of explosive mixture.

Sec. 40-131. Fireworks displays.

No person, firm, partnership, association, or corporation shall expose, use, or ignite or cause to be ignited any fireworks unless a license shall first have been obtained from the State of Georgia Safety Fire Commissioner and a permit has been obtained from the City of Woodstock.

a. Any person, firm, corporation, association, or partnership desiring to conduct a public exhibition or display of fireworks not before a proximate audience or before a proximate audience shall first obtain a permit as required by state law as now or hereafter amended. [Cross Reference: O.C.G.A §§ 25-10-3.2 and 25-10-4]

b. A copy of the following documents must be submitted with the special event permit application to the city fire marshal, or designee:

1. State outdoor or proximate audience display license as issued by the State of Georgia Safety Fire Commissioner.
2. A copy of the permit issued by the City of Woodstock.
3. The application be accompanied by a bond in the principal sum of $50,000.00 payable to the county or municipality in which the public display of fireworks is being held and conditioned for the payment of damages which may be caused either to persons or property by reason of the public exhibition or display of fireworks or, alternatively be accompanied by evidence the applicant carries proper liability insurance for bodily injury in the amount of not less than $25,000.00 for each person and $50,000.00 for each accident, and for property damage in the amount of not less than $25,000.00 for each accident and $50,000.00 aggregate.
4. The firework company's contact name, address, and phone number.
5. A detailed listing of the type and quantity of fireworks to be used, including type, number, and size of fireworks. Proximate audience product lists shall also include the SDS for all pyrotechnic materials to be used and certification of all sets, scenery, and rigging materials flame retardancy.
6. A detailed written statement outlining all appropriate safety procedures which will be used at the fireworks display in order to protect the safety of the public and all surrounding property, and the number of city personnel necessary for the event. This shall include a site or facility drawing including audience separation, locations where fireworks or pyrotechnics (including flame effects) are to be fired, fallout radius, any buildings in the fallout area, and number and location of fire extinguishers.
7. A detailed written statement describing what facilities and containers will be used to store fireworks.
8. If applicable, the applicant's federal license number for transporting fireworks across state lines.
9. A copy of operator and assistant's competency cards issued by the State Fire Commissioner along with a detailed list of

the names, addresses, occupations, and backgrounds of all individuals who will be responsible for the actual display, use, ignition, or explosion of any fireworks. The background statement should include a complete history of the experience of the individuals involved with respect to their use of fireworks, including a detailed list and explanation of each and every accident resulting from the use of fireworks which the individuals have been responsible for or involved in.

10. It shall be unlawful to use fireworks, consumer fireworks, or any items defined in paragraph (2) of subsection (b) of O.C.G.A. § 25-10-1 indoors or within the right-of-way of a public road, street, highway, or railroad of this state. [Cross reference: O.C.G.A § 25-10-2]

11. It shall be lawful for any person 18 years of age or older to use or ignite or cause to be ignited or to possess, manufacture, transport, or store consumer fireworks.

12. The fire marshal or his designee reserves the right to halt any firework display in progress if they determine that unsafe circumstances exist that may endanger life or property.

13. It shall be lawful for any person, firm, corporation, association, or partnership to use or ignite or cause to be ignited any consumer fireworks anywhere in this state except:

    a. As provided for under state law.

    b. In any location where such person, firm, corporation, association, or partnership is not lawfully present or is not otherwise lawfully permitted to use or ignite or cause to be ignited any consumer fireworks;

    c. Within 100 yards of an electric plant; water treatment plant; wastewater treatment plant; a facility engaged in the retail sale of gasoline or other flammable or combustible liquids or gases where the volume stored is in excess of 500 gallons for the purpose of retail sale; or a facility engaged in the production, refining, processing, or blending of any flammable or combustible liquids or gases for retail purposes; any public or private electric substation; or a jail or prison;

    d. Within 100 yards of the boundaries of any public use air facility under Title 6 of Georgia Law or any public

use landing area or platform marked and designed for the landing use by helicopters.

e. Within any park, historic site, recreational area, or other property which is owned by or operated by, for, or under the custody and control of the city, except pursuant to a special use permit that has been granted by the city;

f. Within any park, historic site, recreational area, or other property which is owned by or operated by, for, or under the custody and control of the state, except pursuant to any rules and regulations of the agency or department having control of such property which may allow for such use or ignition of consumer fireworks;

g. Within 100 yards of a hospital, nursing home, or other health care facility regulated under Chapter 7 of Title 13 of Georgia Law; provided, however, that an owner or operator of such facility may use or ignite or cause to be ignited consumer fireworks on the property of such facility or may grant written permission to any person, firm, corporation, association or partnership to use or ignite or cause to be ignited consumer fireworks on the property of such facility [Cross reference: O.C.G.A. § 25-10-2]; or

h. While under the influence of alcohol or any drug or any combination of alcohol and any drug to the extent that it is less safe or unlawful for such person to ignite consumer fireworks as provided for in state law. [Cross reference: O.C.G.A § 25-10-2.1].

c. Any person, firm, corporation, association, or partnership may use or ignite or cause to be ignited any consumer fireworks as provided for under state law if such person, firm, corporation, association or partnership is issued a special use permit pursuant to the laws of the city for the use or ignition of consumer fireworks in a location within the city as provided for by state law provided such special use permit is required for such use or ignition. Such special use permit shall designate the time or times and location that such person, firm, corporation, association, or partnership may use or ignite or cause to be ignited such consumer fireworks. A fee assessed by the city for the issuance of such special use permit pursuant to this paragraph shall not exceed $100.00. No governing authority or official of the city or other political subdivision shall be responsible for any decisions made pursuant to this Code section.

d. Whenever the governor issues a declaration of drought, the governor may, for the boundaries of the area covered by such declaration, enact further regulations and restrictions concerning the use of consumer fireworks than provided for under this chapter; provided, however, that no such further regulations or restrictions on the use of consumer fireworks shall be effective pursuant to this subparagraph on January 1, July 3, July 4, or December 31 of any year; provided, further, that such further regulations or restrictions shall only apply to the exact boundaries of the area covered by such declaration and shall only apply with regard to the ignition of consumer fireworks; and provided, further, that upon expiration or conclusion of such declaration, such further regulations or restrictions shall be rescinded by law.

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

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

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, THIS _____ DAY OF _____, 2025

First Reading Date: May 12, 2025

Second Reading Date: May 19, 2025

Final Adoption Date: May 19, 2025

_____
MICHAEL CALDWELL, MAYOR
CITY OF WOODSTOCK, GEORGIA

_____
ROBYN ADAMS, CLERK
CITY OF WOODSTOCK, GEORGIA

REVIEWED FOR LEGAL CONTENT

_____
PHIL FRIDUSS, CITY ATTORNEY

DATE: May 19, 2025

TO: Woodstock Planning Commission

FROM: Hannah Menard, Planner I

SUBJECT: Special Event Ordinance Updates

RECOMMENDATION

Staff recommends that the City Council adopt an Ordinance that would update Chapter 30 - Offenses and Miscellaneous Provisions - of the City of Woodstock Code of Ordinances. The proposed changes would limit the number of events held at City facilities, clarify the processes for events held on public versus private property, and would provide additional clarification for the permitting process. In addition, this update would establish a new Article for firework usage and permitting in the City. An Ordinance and draft Council Policy Manual are provided as Attachments.

EXECUTIVE SUMMARY

At their May 12, 2025, meeting, the Woodstock City Council introduced an item that would update Chapter 30 – Offenses and Miscellaneous Provisions – of the City of Woodstock Code of Ordinances. At the meeting, the City Council made the following changes to the Ordinance:

- Modify Sec 30-89 to change the appeals process from the Municipal Court to Mayor and City Council.
- To add “trails” to the Special Event definition.
- Modify Sec 30-87 to allow four events per month in Downtown Woodstock instead of the recommended two events.

The updated Special Event Ordinance and City Council Policy Manual are provided as attachments.

The proposed changes will go into effect immediately following the second reading at the May 19, 2025 City Council meeting.

ATTACHMENTS

Attachment A - Ordinance
Attachment B - Proposed Council Policy Manual

600-0004 Special Events

Background: The City of Woodstock Mayor and Council desire to support and promote special events in order to promote community spirit, bring new people into our City and to promote local businesses. However, they recognize the need to institute parameters, guidelines and restrictions regarding the permitting of special events within the City Limits due to the extreme limitations it places on traffic flow and accessibility for public safety personnel, residents, businesses and patrons of those businesses.

Definitions

Downtown Woodstock means the area approved on the Downtown Entertainment District Map, found in Chapter 4, Section 4-105 of the City of Woodstock Code of Ordinances.

SORBA means Southern Off-Road Bicycle Association.

Permitting

The City Manager or their designee shall be in charge of administering the Special Events Ordinance and coordinating the application process. Special Events have been delegated as follows:

- Events utilizing public facilities, including the amphitheater, parks, or trails, shall be permitted by the Parks & Recreation Department.
- Events utilizing private property or City rights-of-ways (including public streets or sidewalks) shall be permitted by the Community Development Department.

Event Limitations

The City of Woodstock Mayor and Council desire to support special events within the Downtown District and on City Owned Properties, but recognize that enhanced parameters, guidelines, and restrictions are needed due to the limitations placed on traffic flow and accessibility for public safety personnel, residents, businesses and patrons of those businesses.

Any event not sponsored by the City or held by a City supported component unit shall be limited as follows:

- The Northside Hospital Cherokee Amphitheater shall be limited to one event per month.
- Noonday Creek Trail/Towne Lake Pass Trail shall be limited to one event per month.
- Olde Rope Mill Park shall be limited to two events per year, to be utilized by SORBA.
- Downtown Woodstock shall be limited to four special events per month.

A special event permit shall not be required for City-owned properties that are leased to an outside entity, unless specifically required by the lease agreement. Should the lessee sublet use of the space for a special event, a permit shall be secured pursuant to the provisions of Chapter 30, Article 3.

Additional Events

Additional events may be allowed, on a case-by-case basis, subject to the review of and approval by the City's Special Events Committee. Because these events are more than prescribed maximums, the city may require the payment of additional fees for City services required to accommodate the special event. Denials may be appealed to the City Manager or designee for additional consideration.

AGENDA ITEM NO. 6.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Robyn Adams, Administration
ITEM TYPE:	Agreement/Memorandum of Understanding
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	**Approve IGA Amendment - 2025 Resurfacing Project (Phase 2)**
SUGGESTED ACTION:	Request for approval of amendment one to an Intergovernmental Agreement for Cherokee County to provide resurfacing and road repairs for various roads in the City of Woodstock.

ATTACHMENTS:

2025 Resurfacing Woodstock - Amendment to IGA.pdf

2025 Resurfacing PH 2 - City of Woodstock IGA Exhibit A.pdf

STATE OF GEORGIA
COUNTY OF CHEROKEE

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

This Amendment ("Amendment One") to the Intergovernmental Agreement for Cherokee County to Provide Resurfacing and Road Repairs for Various Roads in the City of Woodstock, dated March 10, 2025, (the "Agreement") made and entered into by and between CHEROKEE COUNTY, GEORGIA (the "County"), and the CITY OF WOODSTOCK, GEORGIA ("the City"),

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

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

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

1. The City has been awarded Local Road Assistance (LRA) funds from the Georgia Department of Transportation and would like to utilize those funds for additional roadway resurfacing and road repairs on various City roadways.

2. The City and the County hereby agree to continue their performance under the Agreement up to and including the date of execution of this Amendment One.

3. The City and the County agree to amend Section 1. Services; Fees under this Amendment One by revising the Scope or Services to **add** the work as follows:

    a. City requests additional roads to be paved for a total length of 2.108 miles, as depicted in Exhibit "A" (the "Work").

    b. City shall reimburse the County for the additional Work actually completed and measured (estimated amount equal to $474,596.67), to be paid to the County after June 30, 2025, also as depicted in Exhibit "A".

4. Except so far as modified by the above items, this Amendment One in no way modifies or changes the scope of work in the original Agreement and tasks that are to be performed

under the specifications thereof and the original Agreement continues in full force and effect.

5. All capitalized terms in this Amendment One shall have the same meaning as in the original Agreement except if otherwise noted.

6. This Amendment One may be executed in counterparts, and each counterpart shall constitute an original and taken together shall constitute but one document.

7. Each of the individuals executing this Amendment One on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so.

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

THIS AMENDMENT WILL BECOME EFFECTIVE ON THE _____ DAY OF _____, 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2025.

City of Woodstock	**Cherokee County**
_____	_____
By: Michael Caldwell, Mayor	By: Harry B. Johnston, Chairman
Attest: _____	Attest: _____
City Clerk (Seal)	County Clerk (Seal)

CITY OF WOODSTOCK

Pay Items	Description	Qty	Unit	Cost Estimate Prior to Bid Unit Price	Cost Estimate Prior to Bid Amount
150-1010	TRAFFIC CONTROL	1	LS	$ 47,459.67	$ 47,459.67
210-0200	SHOULDER BUILDING	0.000	MI	$ 15,251.01	$ -
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	29	TN	$ 175.00	$ 5,075.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	922	TN	$ 125.00	$ 115,250.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	1614	TN	$ 125.00	$ 201,750.00
413-0750	TACK COAT	2850	GAL	$ 5.00	$ 14,250.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	25168	SY	$ 3.00	$ 75,504.00
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	3073	SY	$ 3.50	$ 10,755.50
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	0	SY	$ 4.25	$ -
611-8050a	ADJUST MANHOLE WITH RISER	4	EA	$ 400.00	$ 1,600.00
611-8050b	ADJUST MANHOLE WITH CONCRETE COLLAR	0	EA	$ 2,350.00	$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE	0	EA	$ 1,900.00	$ -
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	0	EA	$ 110.00	$ -
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	4	EA	$ 100.00	$ 400.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	1	EA	$ 175.00	$ 175.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	0	LF	$ 0.75	$ -
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	0	LF	$ 0.75	$ -
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	98	LF	$ 10.00	$ 980.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	0	LF	$ 3.00	$ -
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	170	LF	$ 0.75	$ 127.50
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	1230	LF	$ 1.00	$ 1,230.00
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN WHITE	0	GLF	$ 0.50	$ -
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	0	SY	$ 8.00	$ -
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	0	SY	$ 8.00	$ -
654-1000	RAISED PVMT MARKERS TP 1/TP 3	4	EA	$ 10.00	$ 40.00
				Cost Estimate	**$ 474,596.67**

Location No.	Road Name	Beginning Point	Ending Point	Roadway Length
1	Bell Place	Bell Pkwy	Cul de sac	0.166
	Bell Park Drive (North)	Aphis processing Facility	Cul de sac	0.307
	Bell Park Drive (North)	Marked areas 255 LF and 425 LF		0.129
	Bell Park Drive (South)	Bell Pkwy	Cul de sac	0.353
	Bell Park Drive (South)	Marked areas 530 LF		0.100
	Bell Court	Bell Park Drive	Cul de sac	0.140
	Bell Park Circle	Bell Park Drive	Cul de sac	0.127
2	Indian Valley Dr	SR 92 (behind traffic loops)	Heritage Walk	0.046
2	Indian Valley Dr	Heritage Walk	Cul de sac	0.282
3	Heritage Walk	Indian Valley Dr	Cul de sac	0.238
4	Dobbs Rd	Arnold Mill Rd	First speed bump	0.220
	Total mileage			**2.108**

EXHIBIT "A"

2025 Resurfacing - Woodstock

										Asphalt							
Location No.	**Subdivision**	**Road Name**	**Beginning Point**	**Ending Point**	**Roadway Length (MI)**	**4" Mill & Patch**	**Pave (mm)**	**Milling (IN)**	**Inlay (IN)**	**Paving Width (LF)**	**Roadway (SY)**	**Turn Lanes or Additional Cul-de-sacs (SY)**	**Total (SY)**	***9.5 mm (#/SY)***	**9.5 mm (TN)**	***12.5 mm (#/SY)***	**12.5 mm (TN)**
1	Bell Park	Bell Place	Bell Pkwy	Cul de sac	0.166		12.5	1.50	1.5	22	2,143		2,143			*165*	186
	Bell Park	Bell Park Drive (North)	Aphis processing Facility	Cul de sac	0.307		12.5	1.50	1.5	22	3,962		3,962			*165*	343
	Bell Park	Bell Park Drive (North)	Marked areas 255 LF and 425 LF		0.129		12.5	2.00	2.0	22	1,665		1,665			*220*	192
	Bell Park	Bell Park Drive (South)	Bell Pkwy	Cul de sac	0.353		12.5	1.50	1.5	24	4,970		4,970			*165*	431
	Bell Park	Bell Park Drive (South)	Marked areas 530 LF		0.100		12.5	2.00	2.0	24	1,408		1,408			*220*	163
	Bell Park	Bell Court	Bell Park Drive	Cul de sac	0.140	x	12.5	1.50	1.5	22	1,807		1,807			*165*	157
	Bell Park	Bell Park Circle	Bell Park Drive	Cul de sac	0.127		12.5	1.50	1.5	22	1,639		1,639			*165*	142
2	Indian Valley	Indian Valley Dr	SR 92 (behind traffic loops)	Heritage Walk	0.046	x	9.5	1.50	1.5	36	972		972	*165*	84		
2	Indian Valley	Indian Valley Dr	Heritage Walk	Cul de sac	0.282		9.5	1.50	1.5	21	3,474		3,474	*165*	301		
3	Heritage Walk	Heritage Walk	Indian Valley Dr	Cul de sac	0.238		9.5	1.50	1.5	25	3,491		3,491	*165*	302		
4	Dobbs Rd	Dobbs Rd	Arnold Mill Rd	First speed bump	0.220	x	9.5	1.50	1.5	21	2,710		2,710	*165*	235		
		Totals			**2.108**										**922**		**1,614**

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

Bell Court MB 403 tree roots patch

	Traffic Control			
Unit Prices	$ 47,459.67	$ 47,459.67	$ 125.00	$ 125.00
	$ 474,596.67		$ 115,250.00	$ 201,750.00
LRA	$ 456,854.27			
	$ 17,742.40			

2025 Resurfacing - Woodstock

					Patching/Tack			Milling		Adjustments	Striping				
Location No.	**Subdivision**	**Road Name**	**Beginning Point**	**Ending Point**	***Patching (SY)***	**Patching (TN)**	**Tack (GAL)**	**1.5" (SY)**	**2" (SY)**	**Manhole (EA)**	**6" White Solid (LF)**	**6" Yellow Solid (LF)**	**24" white (LF)**	**Type 2 Arrows (EA)**	**Type 3 Arrows (EA)**
1	Bell Park	Bell Place	Bell Pkwy	Cul de sac			214	2,143		3			10		
	Bell Park	Bell Park Drive (North)	Aphis processing Facility	Cul de sac			396	3,962		1			10		
	Bell Park	Bell Park Drive (North)	Marked areas 255 LF and 425 LF				167		1,665				0		
	Bell Park	Bell Park Drive (South)	Bell Pkwy	Cul de sac			497	4,970		5			10		
	Bell Park	Bell Park Drive (South)	Marked areas 530 LF				141		1,408	1			0		
	Bell Park	Bell Court	Bell Park Drive	Cul de sac	*50*	6	186	1,807		3			10		
	Bell Park	Bell Park Circle	Bell Park Drive	Cul de sac			164	1,639					10		
2	Indian Valley	Indian Valley Dr	SR 92 (behind traffic loops)	Heritage Walk	*73*	8	105	972		2	170	70	28	4	1
2	Indian Valley	Indian Valley Dr	Heritage Walk	Cul de sac			347	3,474							
3	Heritage Walk	Heritage Walk	Indian Valley Dr	Cul de sac			349	3,491		3			10		
4	Dobbs Rd	Dobbs Rd	Arnold Mill Rd	First speed bump	*132*	15	284	2,710				1,160	10		
		Totals				**29**	**2,850**	**25,168**	**3,073**	**18**	**170**	**1,230**	**98**	**4**	**1**

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

Bell Court MB 403 tree roots patch

	Traffic Control													
Unit Prices	$ 47,459.67	$ 47,459.67	$ 175.00	$ 5.00	$ 3.00	$ 3.50	$ 2,350.00	$ 0.75	$ 1.00	$ 10.00	$ 100.00	$ 175.00		
							$ 400.00							
	$ 474,596.67		$ 5,075.00	$ 14,250.00	$ 75,504.00	$ 10,755.50	$ 1,600.00	$ 127.50	$ 1,230.00	$ 980.00	$ 400.00	$ 175.00		
LRA	$ 456,854.27													
	$ 17,742.40													

2025 Resurfacing - Woodstock

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	RPMS TP 1/3 (EA)
1	Bell Park	Bell Place	Bell Pkwy	Cul de sac	
	Bell Park	Bell Park Drive (North)	Aphis processing Facility	Cul de sac	
	Bell Park	Bell Park Drive (North)	Marked areas 255 LF and 425 LF		
	Bell Park	Bell Park Drive (South)	Bell Pkwy	Cul de sac	
	Bell Park	Bell Park Drive (South)	Marked areas 530 LF		
	Bell Park	Bell Court	Bell Park Drive	Cul de sac	
	Bell Park	Bell Park Circle	Bell Park Drive	Cul de sac	
2	Indian Valley	Indian Valley Dr	SR 92 (behind traffic loops)	Heritage Walk	4
2	Indian Valley	Indian Valley Dr	Heritage Walk	Cul de sac	
3	Heritage Walk	Heritage Walk	Indian Valley Dr	Cul de sac	
4	Dobbs Rd	Dobbs Rd	Arnold Mill Rd	First speed bump	
		Totals			**4**

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

Bell Court MB 403 tree roots patch

	Traffic Control		
Unit Prices	$ 47,459.67	$ 47,459.67	$ 10.00
	$ 474,596.67		$ 40.00
LRA	$ 456,854.27		
	$ 17,742.40		

AGENDA ITEM NO. 6.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Robyn Adams, Administration
ITEM TYPE:	Agreement/Memorandum of Understanding
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	**Approve IGA - SS4A (Local Match Share)**
SUGGESTED ACTION:	Request for approval of an Intergovernmental Agreement for the Cherokee County and municipalities Comprehensive Safety Action Plan.

ATTACHMENTS:

2025-05-07 - IGA - Safe Streets and Roads 4 All - Grant Funding Reimbursement_Draft.pdf
Exhibit A - Grant Approval.pdf
Exhibit B - Pond and Company Agreement.pdf
Exhibit C - Canton Joint App Letter.pdf
Exhibit D - Ball Ground Joint App Letter.pdf
Exhibit E - Holly Springs Joint App Letter.pdf
Exhibit F - Woodstock Joint App Letter.pdf

INTERGOVERNMENTAL AGREEMENT FOR THE CHEROKEE COUNTY AND MUNICIPALITIES COMPREHENSIVE SAFETY ACTION PLAN

This INTERGOVERNMENTAL AGREEMENT FOR THE CHEROKEE COUNTY AND MUNICIPALITIES COMPREHENSIVE SAFETY ACTION PLAN (hereinafter "Agreement") is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter "County"), the CITY OF WOODSTOCK, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Woodstock City Council (hereinafter "Woodstock"), the CITY OF CANTON, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Canton City Council (hereinafter "Canton"), the CITY OF BALL GROUND, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Ball Ground City Council (hereinafter "Ball Ground"), and the CITY OF HOLLY SPRINGS, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Holly Springs City Council (hereinafter "Holly Springs"). The effective date of this Agreement shall be _____, _____ 2025.

WHEREAS, in or about September of 2022, the Parties collectively submitted a joint application requesting federal grant funding for the Safe Streets and Roads for All (SS4A) initiative; and

WHEREAS, Safe Streets and Roads for All (SS4A) is a transportation safety initiative through the U.S. Department of Transportation (USDOT) to enhance road safety and reduce traffic-related fatalities nationwide; and

WHEREAS, the purpose of such federal grant funding was to allow the Parties to collaborate and develop the Cherokee County and Municipalities Comprehensive Safety Action Plan to increase the safety of public roadways in the County and the adjoining Cities; and

WHEREAS, the grant request was accepted in January of 2023, with the Parties receiving four hundred fifty thousand dollars ($450,000.00) in federal funds while also being required that the Parties contribute a twenty percent (20%) local funding match to be shared by

the partnering jurisdictions, for a total amount of five hundred sixty-two thousand six hundred fifty dollars ($562,500.00); and

WHEREAS, a copy of the grant approval and agreement have been attached hereto as Exhibit A for review and reference purposes; and

WHEREAS, in or about March of 2024, the County subsequently contracted with Pond and Company to perform a comprehensive review of public roadway safety needs with the work being completed in March of 2025 at a total cost of five hundred sixty-two thousand one hundred eighty dollars and eighteen cents ($562,180.18); and

WHEREAS, a copy of the contract with Pond and Company for said work has been attached hereto as Exhibit B for review and reference purposes; and

WHEREAS, a completed copy of the aforementioned plan that was developed for use has been delivered to the Cities; and

WHEREAS, with the completion of the work and the disbursement of the grant funds, this Agreement shall allow the matching funds needed to be paid to the County for the completion of the work in the amounts further detailed below; and

WHEREAS, this Agreement shall be considered an intergovernmental agreement in accordance with the terms Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and shall identify the responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Funds to be Paid by the City of Canton. Pursuant to the correspondence submitted by the City of Canton on or about September 9, 2022 as a joint applicant of the grant funds received, the City of Canton agrees to reimburse the County a pro-rated amount for the local match required under the terms of the grant, with such pro-rated amounts to be population based. A copy of that correspondence has been attached hereto as Exhibit C. As such, the City of Canton agrees to submit reimbursement to the County in the amount of fourteen thousand three-hundred ten dollars and eighty-six cents ($14,310.86). Such

amount shall be due and delivered to the County within thirty (30) days of the execution of this Agreement.

2. Funds to be Paid by the City of Ball Ground. Pursuant to the correspondence submitted by the City of Ball Ground on or about September 13, 2022 as a joint applicant of the grant funds received, the City of Ball Ground agrees to reimburse the County a pro-rated amount for the local match required under the terms of the grant, with such pro-rated amounts to be population based. A copy of that correspondence has been attached hereto as Exhibit D. As such, the City of Ball Ground agrees to submit reimbursement to the County in the amount of one thousand one-hundred sixty dollars and thirty-four cents ($1,160.34). Such amount shall be due and delivered to the County within thirty (30) days of the execution of this Agreement.

3. Funds to be Paid by the City of Holly Springs. Pursuant to the correspondence submitted by the City of Holly Springs on or about September 9, 2022 as a joint applicant of the grant funds received, the City of Holly Springs agrees to reimburse the County a pro-rated amount for the local match required under the terms of the grant, with such pro-rated amounts to be population based. A copy of that correspondence has been attached hereto as Exhibit E. As such, the City of Holly Springs agrees to submit reimbursement to the County in the amount of seven thousand three hundred thirty-one dollars and ninety-five cents ($7,331.95). Such amount shall be due and delivered to the County within thirty (30) days of the execution of this Agreement.

4. Funds to be Paid by the City of Woodstock. Pursuant to the correspondence submitted by the City of Woodstock on or about September 13, 2022 as a joint applicant of the grant funds received, the City of Woodstock agrees to reimburse the County a pro-rated amount for the local match required under the terms of the grant, with such pro-rated amounts to be population based. A copy of that correspondence has been attached hereto as Exhibit F. As such, the City of Woodstock agrees to submit reimbursement to the County in the amount of fifteen thousand two hundred eighty-four dollars and fifty-five

cents ($15,284.55). Such amount shall be due and delivered to the County within thirty (30) days of the execution of this Agreement.

5. Funds to be Paid by the County. The County agrees to be responsible for the remaining matching funds required under the approved grant in the amount of seventy-four thousand three hundred forty-eight dollars and thirty-three cents ($74,348.33). Should any additional matching funds be required to satisfy the terms of the approved grant, County agrees to be responsible for any remaining match funds needed.

6. Term and Termination. This Agreement shall have an effective date as of _____, ___, 2025 and shall continue in full force and effect for a period of one (1) year, or until all payments obligations from the Parties have been satisfied, whichever shall occur first.

7. Indemnification. Each of the Parties agree that, insofar as it is authorized to do so by applicable law, it will protect, save and hold harmless the other Party from all claims, costs, damages, or expenses arising out of the negligence of its agents, employees, servants, or representatives, in connection with acts performed in accordance with the terms of this Agreement.

8. Waiver. One Party's waiver of the other Party's breach of any provision, term, or condition contained in this Agreement, shall not be deemed to be a waiver of such provision, term, or condition or any subsequent breach of the same or any other provision contained in this Agreement unless it is in writing. No waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms of this agreement.

9. Amendments. This Agreement may be amended at any time by the written, signed consent of all the Parties.

10. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.

11. Severability. Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

12. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:

Cherokee County, Georgia
ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

For Ball Ground:

City of Ball Ground
ATTN: City Manager
215 Valley Street
Ball Ground, Georgia 30107

For Canton:

City of Canton, Georgia
ATTN: City Manager
110 Academy Street
Canton, Georgia 30114

For Holly Springs:

City of Holly Springs
ATTN: City Manager
P.O. Box 990
Holly Springs, Georgia 30142

For Woodstock:

City of Woodstock, Georgia
ATTN: City Manager
12453 Highway 92
Woodstock, Georgia 30188

13. Rights Cumulative. All rights, powers, and privileges conferred herein upon Parties hereto shall be cumulative and not restrictive of those given by law. Nothing contained herein shall impair the right of a Party to exercise its governmental and legislative functions. Further, this Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

14. Execution Powers. Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents to the other Party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The Parties hereto further agree that this Agreement is an intergovernmental contract, and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

15. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

16. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

17. Descriptive Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____ _____
HARRY B. JOHNSTON, Chairman Date

Attest: _____ _____
CHRISTY BLACK, County Clerk Date

APPROVED by the City Council of Canton
this ____ day of _____, 20____.

Signed On Behalf of City of Canton, Georgia:

By: _____ _____
BILL GRANT, Mayor Date

Attest: _____ _____
ANNIE FORTNER, City Clerk Date

APPROVED by the City Council of Ball Ground
this ____ day of _____, 20____.

Signed On Behalf of City of Ball Ground, Georgia:

By: _____ _____
A.R. (RICK) ROBERTS, Mayor Date

Attest: _____ _____
KAYLYN BUSH, City Clerk Date

APPROVED by the City Council of Holly Springs
this ____ day of _____, 20____.

Signed On Behalf of City of Holly Springs, Georgia:

By: _____ _____
RYAN SHIRLEY, Mayor Date

Attest: _____ _____
KAREN NORRED, City Clerk Date

APPROVED by the City Council of Woodstock
this ____ day of _____, 20____.

Signed On Behalf of City of Woodstock, Georgia:

By: _____ _____
MICHAEL CALDWELL, Mayor Date

Attest: _____ _____
ROBYN ADAMS, City Clerk Date

1. **Award No.** 693JJ32340037

2. **Effective Date**
See No. 17 Below

3. **Assistance Listings No.**
20.939

4. **Award To**
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

Unique Entity Id.: TKMBVVMFCU89
TIN No.: 58-600799

5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. **Period of Performance**
Effective Date of Award – 4/30/2025

7. **Total Amount**

Federal Share:	$450,000.00
Recipient Share:	$112,500.00
Other Federal Funds:	$0
Other Funds:	$0
Total:	$562,500.00

8. **Type of Agreement**
Grant

9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")

10. **Procurement Request No.**
HSSP230360PR

11. **Federal Funds Obligated**
$450,000

12. **Submit Payment Requests To**
See article 5.2

13. **Payment Office**
See article 5.2

14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000

15. **Description of Project**
Cherokee County and Municipalities Comprehensive Safety Action Plan

RECIPIENT

16. **Signature of Person Authorized to Sign**

07-18-2023

Signature Date
Name: Harry Johnston
Title: Chairman

FEDERAL HIGHWAY ADMINISTRATION

17. **Signature of Agreement Officer**

DANIEL J CONFER

Digitally signed by DANIEL J CONFER
Date: 2023.07.21 09:21:00 -04'00'

Signature Date
Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the "**USDOT**")] [Federal Highway Administration (the "FHWA") and the Cherokee County Board of Commissioners (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the Cherokee County and Municipalities Comprehensive Safety Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program," dated February 8, 2023, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Cherokee County and Municipalities Comprehensive Action Plan

Application Date: September 14, 2022

2.2 Award Amount.

SS4A Grant Amount: $450,000 (Four Hundred Fifty Thousand Dollars)

2.3 Award Dates.

Period of Performance End Date: See Block 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Block 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the Cherokee County Board of Commissioners to develop a comprehensive safety action plan. The robust comprehensive safety action plan completed by Cherokee County and the joint applicant cities will include significant public outreach, collaboration, and stakeholder development within these disadvantaged communities to guide and direct the development of implementation projects. Cherokee County anticipates that greater than 40% of implementation projects developed from this action plan will reside within a historically disadvantaged community. This community and data driven action plan will establish goals and objectives with a timeline of

eliminating roadway fatalities and reducing serious injuries. The leadership of Cherokee County and the cities seek to provide safe streets and roads for all.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Action Plan Procurement Complete	November 7, 2023
Planned Notice to Proceed Issued	November 15, 2023
Engagement to Improve Racial Equity and Reduce Barriers to Opportunity Begin	November 15, 2023
Planned Draft Action Plan Completion Date:	November 1, 2024
Engagement to Improve Racial Equity and Reduce Barriers to Opportunity Complete	February 7, 2025
Planned Action Plan Completion Date:	February 7, 2025
Planned Action Plan Adoption Date:	February 18, 2025
Planned SS4A Final Report Date:	March 31, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$450,000
Other Federal Funds::	$0
State Funds:	$0
Local Funds:	$112,500
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$562,500

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual/Consultant	$450,000.00	$112,500.00	$562,500.00
Other	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Budget	**$450,000.00**	**$112,500.00**	**$562,500.00**

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

TKMBVVMFCU89

4.2 Recipient Contact(s).

Brantley Day
Community Development Agency Director
Cherokee County Board of Commissioners
1130 Bluffs Parkway, Canton, GA 30114
Phone: 678-493-6078
Email: bday@cherokeega.com

4.3 Recipient Key Personnel.

Name	Title or Position
Brantley Day	Community Development Agency Director
James "Jim" Wilgus	SPLOST Roadway Project Manager
Kristi D. Bosch	Grants Manager

4.4 USDOT Project Contact(s).

Jessica Rich
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
615.695.4096
jessica.rich@dot.gov

and

Hector Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
Hector.Santamaria@dot.gov

and

Ashley Cucchiarelli
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
Ashley.Cucchiarelli@dot.gov

and

Division Administrator
Agreement Officer's Representative (AOR)
FHWA Georgia Division
75 Ted Turner Drive, Suite 1000
Atlanta, GA 30303

and

Jared Lombard
Georgia Division Office Point of Contact
Community Planner
75 Ted Turner Drive, Suite 1000
Atlanta, GA 30303
404-562-3617
jared.lombard@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-

recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].

6.2 The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.

6.3 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.4 There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Cherokee County and the cities located within.

Baseline Measurement Date: 08/01/2023

Baseline Report Date: 11/01/2023

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No Change

Schedule: No Change

Budget: No Change

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	$0	0%	$0	0%
Non-Federal Funds	$0	0%	$0	0%
Total Previously Incurred Costs	$0	0%	$0	0%
Future Eligible Project Costs				
SS4AFunds	$450,000	80%	$450,000	80%
Other Federal Funds	$0	0%	$0	0%
Non-Federal Funds	$112,500	20%	$112,500	20%
Total Future Eligible Project Costs	$0	0%	$0	0%
Total Project Costs	$562,500	100%	$562,500	100%

ATTACHMENT C
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

Cherokee County, joined by the cities of Canton, Woodstock, Holly Springs, and Ball Ground (hereinafter referred to as the "Partners") seek to take the actions necessary to improve racial equity and reduce barriers to opportunity with the development and implementation of the Comprehensive Safety Action Plan. More specifically, the Partners will engage communities within the eleven historically disadvantaged census tracts, seeking participation to help develop and guide the study. Additionally, the Partners will seek input from these communities to inform plan priorities and develop final recommendations. Partnerships with faith-based and community groups will be forged, scheduling meetings and providing targeted workshops, seeking to effectively engage these communities. Accessibility will be considered for materials, providing a variety of information in different formats to ensure these stakeholders are engaged. We will assess and re-assess engagement efforts during this process with the goal of ensuring the effective participation of these communities. In sum, we will work to build trust and lasting partnerships with these communities by identifying and working to overcome barriers to opportunity and improving racial equity, through consistent, sustained, and genuine collaboration and communication.

This is the Standard Professional Services Agreement of Cherokee County engineering, architecture and surveying. Any consultant doing business with the County must enter into this Agreement.

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING, ARCHITECTURE AND SURVEYING

THIS AGREEMENT is effective as of this 5th day of March, 2024, by and between **CHEROKEE COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners ("County"), and Pond and Company, ("Consultant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as Safety Action Plan (SS4A); and

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

WHEREAS, the County solicited bids/proposals for the performance of services pursuant to Cherokee County Request for bids/proposals Project Number 2023-045 ("Solicitation"), issued September 26, 2023; and

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

WHEREAS, the Consultant 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, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. The Work

The Work to be completed under this Agreement (the "Work") consists of the following primary objectives and as further defined Consultant's bid/proposal attached hereto as Exhibit D:

Primary Objectives

a) Analyze existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across Cherokee County.
b) Analyze the location where there are crashes, the severity, and contributing factors and crash types.
c) Analyze the systemic and specific safety needs as needed, such as high-risk road features, specific safety needs relevant to road users, etc;
d) Create a geospatial identification of higher risk locations.
e) Engage with the public and all relevant stakeholders, including community groups and the private sector.
f) Incorporate feedback received through public engagement into the safety action plan.
g) Facilitate inter- and intra-governmental cooperation and collaboration amongst Cherokee County, Canton, Woodstock, Holly Springs, Ball Ground, GDOT, FHWA, ARC, etc;
h) Create an equitable and inclusive representative process, including in project identification and access.
i) Identify underserved communities through data.
j) Develop a plan that includes consideration for current policies, plans, guidelines, and standards, including consideration of how to improve safety.
k) Develop targets within the plan to reach zero roadway fatalities and significant injuries or set targets that have a significant decline in roadway fatalities and significant injuries by a date set by the stakeholders.
l) Develop a plan that discusses implementation through the adoption of revised or completely new policies, standards, and guidelines.
m) Create a comprehensive list of projects and strategies to address safety, including time ranges for when projects and strategies can realistically deployed. The projects should include low-cost incremental measures that can be deployed quickly that can be developed into a larger projects.
n) Create a project prioritization strategy.
o) Research and develop funding recommendations for the list of projects and strategies.
p) Discuss within the plan how progress will be measured over time, including utilizing outcome data.

Create a project webpage for staff and public to monitor progress and provide input as needed.

B. Schedule, Completion Date, and Term of Agreement

Consultant 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, and the Parties intend that all Work will be completed within **Two (2) years of the Effective Date, and until completion of The Work**. This Agreement is a Completion Term agreement, and failure of the Consultant to complete the work on or before the completion date provided above does not relieve the contractor of contract obligations to continue in full force to complete the Work. Every effort will be made by Consultant to shorten

this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term **[□ unless this box is checked, in which case the Agreement shall terminate absolutely and without further obligation on the part of the County at the end of the County's fiscal year each year of the Term]**, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year **[□ unless this box is checked, in which case the Agreement shall automatically renew on the first day of each subsequent County fiscal year of the Term]** absent the County's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar or fiscal year, as applicable. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. WORK CHANGES

A. The County 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 Consultant and the County. 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 County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant 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 County and the Consultant.

C. The County Manager has authority to execute without further action of the Cherokee County Board of Commissioners, 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 Cherokee County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred. Invoices shall be submitted on a monthly basis, 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 County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **Five Hundred Sixty-Two Thousand One Hundred Eighty Dollars and Eighteen Cents ($562,180.18)**, except as outlined in Section II(C) above. The compensation for Work performed shall be based upon lump fee basis.

C. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail, and photocopying charges and time shall be billed at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be billed at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service. In no event shall the total reimbursement for costs incurred during a particular month exceed 10% percent of the total amount due for Work for that particular month.

IV. COVENANTS OF CONSULTANT

A. Experience of Consultant

Consultant accepts the relationship established between it and the County, recognizing that the County'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 Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement.

B. Budgetary Limitations

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

C. County's Reliance on the Work

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no

responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, or specifications by any person, body or agency shall relieve Consultant of the responsibility for adequacy, and correctness of Consultant's Work under applicable published professional and industry standards, or for performing services under this Agreement in accordance with the professional standard of care.

D. Consultant's Reliance on Submissions by the County

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

E. Consultant's Representative

Richard Fangmann, Vice President, shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative.

F. Assignment of Agreement

The Consultant 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 County. As to any approved subcontractors, the Consultant shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of County

The Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Consultant shall bear all losses and damages directly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of the Agreement. Consultant shall indemnify and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense, (hereinafter "Liabilities") which may be the result of intentional wrongful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or

subcontractor or anyone for whose acts the Consultant or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder, but only to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of the Agreement. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County Parties. 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 County or County Parties, by any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by the Consultant or subcontractor or anyone for whose acts the Consultant 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 Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

H. Independent Contractor

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Consultant 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 Work; hiring of Consultants, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Consultant 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 County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only.

I. Insurance

(1) Requirements:

The Consultant 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 Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance:

Consultant shall maintain the following insurance policies with limits no less than:

(a) Comprehensive General Liability of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by the Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions:

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

(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 County and County Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased, or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.

(ii) The Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Consultant'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 County and County Parties.

(iv) Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(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 shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(b) Workers' Compensation Coverage.

The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Consultant for the County.

(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 County.

(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:

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Article prior to the start of work. The certificate of insurance and endorsements shall be on a form utilized by Consultant's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant 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:

Consultant shall include all subcontractors as insureds 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 insureds.

(8) Claims-Made Policies:

Consultant 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) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

It is the policy of County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless:

(1) the Consultant shall provide evidence on County-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 Consultant's subcontractors have 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 County contract to ensure that no unauthorized aliens will be employed, **or**

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing as of the date when the contract for services is to be rendered.

The Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "A", and submitted such affidavit to County or provided the County with evidence that it is not required to provide such an affidavit

because it is licensed and in good standing as noted in subsection (2) above. Further, Consultant hereby agrees to comply 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.

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. The Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Consultant or Consultant's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Consultant's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Consultant shall be liable for all damages and delays occasioned by the County thereby.

Consultant agrees that the employee-number category designated below is applicable to the Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

__X__ 500 or more employees.

____ 100 or more employees.

____ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Consultant will secure from the

subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

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 Consultant in accordance with requirements prescribed by the County 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 Consultant shall furnish to the County any and all statements, records, reports, data and information related to matters covered by this Agreement in the form requested by the County.

(3) Audits and Inspections:

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Consultant will permit the County 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. Conflicts of Interest

Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Cherokee County Code of Ethics.

M. Confidentiality

Consultant acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. The Consultant agrees that confidential information it receives or such reports, information, opinions or conclusions that Consultant 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 County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Consultant acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Licenses, Certifications and Permits

The Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Consultant by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All work performed by Consultant 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 in Exhibit "C" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the project team, as listed in Exhibit "C", without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County'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 Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

P. Authority to Contract

The Consultant 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 Consultant 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 Work to be performed by the Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County. The Consultant 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 County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

R. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this Section IV(R) in every subcontract for services contemplated under this Agreement.

V. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Consultant and all necessary equipment to Pond and Company, in order for Consultant to complete the Work.

B. County's Representative

Brantley Day, Community Development Agency Director, or his designee shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

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

B. Upon termination, County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

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

D. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. NO PERSONAL LIABILITY

Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Consultant or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant'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 Consultant or the County, 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, provided that no party may assign this Agreement without prior written approval of the other party.

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. Any action or suit related to this Agreement shall be brought in the Superior Court of Cherokee County, Georgia.

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. BUSINESS LICENSE

~~Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.~~

XIII. NOTICES

A. Communications Relating to Day-to-Day Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Brantley Day, Community Development Agency Director, or his designee, for the County and Richard Fangmann, Vice President for the Consultant.

B. Official Notices

All other notices, requests, demands, 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, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

NOTICE TO THE CONSULTANT shall be sent to:

Pond and Company
3500 Parkway Ln # 500
Peachtree Corners, GA 30092
Attention: Richard Fangmann, Vice President

Future changes in address shall be effective only upon written notice being given by the County to Consultant or by Consultant to County Manager via one of the delivery methods described in this Section.

XIV. WAIVER OF AGREEMENT

No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement.

XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

XVI. SOVEREIGN IMMUNITY

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

XVII. FORCE MAJEURE

Neither the County nor Consultant 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 CONSULTANT; (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.

IN WITNESS WHEREOF the County and the Consultant have executed this Agreement effective as of the date the last Party executes this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

POND AND COMPANY

By: Robert P. Williams
Its: CEO

[C

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:
February 14, 2025

NICOLE LYNN MANUEL
My Commission Expires
NOTARY PUBLIC
2-14-25
GWINNETT COUNTY, GEORGIA

CHEROKEE COUNTY

By: Harry Johnston
Its: Chairman

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

Witness

Notary Public

[NOTARY SEAL]

My Commission Expires:

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF CHEROKEE

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 engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the 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 subcontractors 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:

1624474
Federal Work Authorization User Identification Number

01/08/2021
Date of Authorization

Pond & Company
Name of Contractor

Safety Action Plan (SS4A)
Name of Project

Cherokee County
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on February, 26, 2024 in Peachtree Corners (city), GA (state).

Signature of Authorized Officer or Agent

Yesenia Chavez Betancourt, Human Resources Business Partner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF February, 2024.

NOTARY PUBLIC

[NOTARY SEAL]

NICOLE LYNN MANUEL
My Commission Expires
NOTARY PUBLIC
2.14.25
GWINNETT COUNTY, GEORGIA

My Commission Expires:
February 14, 2025

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Pond & Company (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

307873
Federal Work Authorization User Identification Number

3/01/2010
Date of Authorization

Alfred Benesch & Company
Name of Subcontractor

Cherokee County SS4A Action Plan
Name of Project

Cherokee County, GA
Name of Public Employer

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

Executed on February 26, 2024 in Tampa (city), FL (state).

Bill Ball
Signature of Authorized Officer or Agent

Bill Ball, AICP
FL Division Manager, Senior Vice President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26th DAY OF February, 2024.

Christina M. Gomez
NOTARY PUBLIC

[NOTARY SEAL]

FLORIDA NOTARY ASSOCIATION SINCE 1918

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

My Commission Expires:

3/31/2026

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF CHEROKEE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Pond & Company (name of contractor) on behalf of Cherokee County has registered with, is authorized to use and uses the 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 subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1616576
Federal Work Authorization User Identification Number

12/11/2020
Date of Authorization

Caorline G. Evans
Name of Subcontractor

Cherokee County Safe Streets for All
Name of Project

Cherokee County
Name of Public Employer

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

Executed on Feb, 27 2024 in Decatur, GA (state).

Caroline G. Evans
Signature of Authorized Officer or Agent

Caroline G. Evans, Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 27 DAY OF February, 2024.

Aiya Michelle Ross
NOTARY PUBLIC

[NOTARY SEAL]

AIYA MICHELLE ROSS NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 1/11/2028 FULTON COUNTY, GEORGIA

My Commission Expires:
January 11th, 2028

EXHIBIT "C"

[Insert any list of key personnel pursuant to Section IV(O).]

Richard Fangmann, Project Manager
Wade Carroll, Deputy Project Manager
Kat Onore, Plan Development Lead

EXHIBIT "D"

[insert RFP/B SOW]

The pages that follow include:

The RFP issued by Cherokee County

The Statement of Work/Proposal Submitted by Pond

Revised Organizational Chart Submitted by Pond

Request for Qualifications/Proposals

To Provide

Safety Action Plan

For

Cherokee County

RFQ/P# 2023-045

Cherokee County
1130 Bluffs Parkway
Canton, Georgia 30114

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

I. GENERAL PROJECT INFORMATION:

A. OVERVIEW

The Cherokee County Board of Commissioners Purchasing Department is soliciting Statement of Qualifications (SOQs) from qualified firm(s) or organization(s) in support of the Cherokee County Safety Action Plan.

This Request for Qualifications (RFQ) seeks to identify potential providers for the Scope of Services for the project/contract listed on page 9. Firms that respond to this RFQ and are determined by Cherokee County to be sufficiently qualified, may be deemed eligible, and invited to offer a technical approach and/or possibly present and/or interview for these services. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. Cherokee County reserves the right to reject any or all Statements of Qualifications or Technical Approach, and to waive technicalities and informalities at the discretion of Cherokee County.

B. CHEROKEE COUNTY STANDARD SOLICITATION T&Cs & FORMS

This Request for Opportunity Description is one of two documents making up this solicitation. The second document is Cherokee County Standard Solicitation Terms and Conditions, which contains all the standard forms potentially required to accompany a submission. Both of these documents together constitute the entire solicitation at the time of issuance.

C. CONE OF SILENCE

No contact or discussion of any kind regarding any aspect of this RFP with any Cherokee County personnel other than those in the Procurement Department. Contacts made with anyone outside the Procurement Department from the posting of this solicitation until approval for award by the Cherokee County Board of Commissioners may result in disqualification of the contacting organization.

D. COMMUNICATION VIA BIDNET

All general communication of relevant information regarding this solicitation will be made via BidNet Direct. All firms are responsible for checking BidNet Direct on a regular basis for updates, clarifications, and announcements. Cherokee County reserves the right to communicate via electronic mail with the primary contact listed in the Statements of Qualifications. Other specific communications will be made as indicated in the remainder of this RFQ.

E. SUPPLIER ETHICS AND STANDARDS

Cherokee County holds itself and its business relationships to the highest standards and endeavors to conduct its solicitations and evaluations of proposals impartially. Participants in this RFQ process are expected to follow the Supplier Ethics and Standards located on the Vendor Resources section of the Procurement page of the Cherokee County Web Page; Cherokeega.com.

II. SELECTION METHOD:

A. PHASE 1 – SELECTION OF FINALISTS

Based on the Statements of Qualifications (SOQ) submitted in response to this RFQ, the Selection Committee will review each submittal per the criteria listed in **SECTION III. SELECTION CRITERIA FOR PHASE 1**.

The Selection Committee will discuss the top submittals and the final rankings of the top submittals will be determined. The Selection Committee will select the finalists from the top ranked submittals.

B. PHASE 2 – FINALISTS

Finalists will receive notification and final instructions from Cherokee County. Cherokee County will request a response from the Finalists covering the topics in **SECTION IV. SELECTION CRITERIA – PHASE 2.** All members of the Selection Committee will review the responses (and will attend the presentation/interview if so chosen). Timing of Finalist selection is in **SECTION VI. SCHEDULE OF EVENTS**.

Cherokee County reserves the right to request a presentation/interview on any project as determined in its best interests; however, this additional requirement shall typically be reserved for the most complex projects.

C. PHASE 2 – FINAL SELECTION

Final selection will be determined from final scoring of Finalists based upon Phase 2 Scoring.

III. SELECTION CRITERIA PHASE 1 (Statement of Qualifications)

A. SIMILAR PROJECT EXPERIENCE AND KEY STAFF CAPABILITIES – 60%

Provide the firm's previous experience developing a countywide safety action plan and transportation planning. This includes relevant experience and qualifications of the principal professional(s) and lead staff, and evidence of relevant competencies for this project. Provide information on the firm's experience on similar projects. Provide any information that may serve to differentiate the from form other firms in suitability for the project.

Provide five examples of related projects of similar scope along with customer contact names, titles, contact information for each project and any unique features of the project(s) that are relevant to this project.

Provide original budget and final cost, original schedule and actual completion timing.

Provide business background; years in business, type of business (incorporated, partnership, etc.), size of business (number of employees, locations, etc.), listing of principles, design awards won for similar projects, provide CV's for key functional roles managed internally and describe firms unique value proposition as it relates to this project.

B. PROJECT MANAGER, KEY STAFF AND FIRM' WORKLOAD CAPACITY – 40%

The Selection Committee will evaluate the firm on their resource's availability and workload capacity. Criteria used include the Project Manager workload, workload capacity of Key Staff and the firm's resources dedicated to delivering the project on schedule.

Project Manager - Provide information pertaining to the project manager, including but not limited to:

- Education.
- Relevant project management experience for projects of similar complexity, size, scope, and function.
- Current Workload and workload capacity.
- Percentage of time that will be dedicated to this project.

Experience as a Team:

- Provide the proposed project team, provide project roles and responsibilities and provide relevant experience Including professional references and contact information for the project lead and key principle responsible for the project.
- Also provide the percentage of time for each that will be dedicated to this project.
- The experience of this team working together.
- Current Workload and workload capacity.

IV. SELECTION CRITERIA PHASE 2 (Proposals)

A. TECHNICAL APPROACH, SCHEDULE AND SCOPE OF WORK – 80%

Demonstrated understanding of project based on proposed scope of work, methodology and proposed project schedule. Firm shall identify potential areas of concerns, alternative approaches, innovative ideas for public outreach and their approach to avoiding unnecessary change orders. Proposer shall provide preliminary project schedule and identify major milestones. Proposer shall demonstrate why they would be the most competent firm and/or team to complete this project.

Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.

Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.

Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

Provide a work-plan and schedule of events supporting the requirements defined in the scope of work:

- Each task shall define the objective, the input required and the output product.
- Each task shall assign proposed responsibility for performing the work, who's input is necessary and who will approve the work.
- Each task shall contain dates for the initiation of the tasks and the planned completion.
- The critical path shall be identified.
- All assumptions will be identified.

B. PAST PERFORMANCE - 20%

The Selection Committee may consider information provided via references provided for relevant projects and knowledge any selection committee member has of performance on relevant projects. The Selection Committee will consider all factors in their totality when arriving at a final score for the Past Performance.

C. PRICE SUBMISSION

1. Negotiation will occur with the Firm considered as best qualified and will be based on their submission. Failure to reach an agreement will result in negotiating with the next highest scoring Firm.
2. Price should include the total cost of the services up through the design, through the completion of the building and required documentation. Consultant shall submit pricing as a lump sum fee with breakdown of all major tasks.

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

V. SUBMITTAL INSTRUCTIONS:

PHASE 1 - SELECTION OF FINALISTS

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions.

This "SUBMITTAL INSTRUCTIONS" page and all the items listed below are required to be completed and included as part of this solicitation and your submittal:

Please indicate by placing an ☒ in the box next to the items that are included in your submittal.

- ☐ **Appendix A:** Information and Addenda Acknowledgement Form
- ☐ **Appendix B:** Non-Influence and Non-Collusion Affidavit
- ☐ **Appendix C:** E-Verify Affidavit
- ☐ **Appendix D:** References*
- ☐ **Appendix E:** Acceptance of County' Standard Professional Services Agreement**
- ☐ **Appendix F:** Suspension, Debarment and Litigation Affidavit
- ☐ **Certifications, Licenses or Registrations:** as required by law and/or as requested.
- ☐ **Insurance:** Evidence of/ability to provide Insurance at the limits identified herein,***

NOTE: PHASE - 1 actions and deliverables will be SUBMITTED VIA BIDNET.

This project is funded by the Federal Highway Administration (FHWA). All Phase 1 documents listed above are required to be submitted with complete and accurate information.

Notes:
*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies, and other sources of information believed to be viable to evaluate capability, viability and performance.
**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.
***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

_____
REPRESENTATIVE'S NAME

_____ _____
REPRESENTATIVE'S SIGNATURE DATE:

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

VI. SUBMITTAL INSTRUCTIONS PHASE 2:

FINANLISTS

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions.

This "SUBMITTAL INSTRUCTIONS" page and all the items listed below are required to be completed and included as part of this solicitation and your submittal:

Please indicate by placing an ☒ in the box next to the items that are included in your submittal.

- ☐ **Letter of Transmittal**
- ☐ **Proposed project team organization, qualifications, and availability**
- ☐ **Proposed technical approach, and scope of work**
- ☐ **Proposed project schedule**

The developed plan must meet the requirements in the FY2022 SS4A Notice of Funding Opportunity (NOFO).

NOTE: PHASE - 2 actions and deliverables for the Finalists will be SUBMITTED VIA EMAIL:
purchasing@cherokeega.com

Price Proposal to be provided as a separate file in a sealed envelope at the interview, or via email at the address above if the County chooses not to conduct interviews.

_____
REPRESENTATIVE'S NAME

_____ _____
REPRESENTATIVE'S SIGNATURE DATE:

VII. SCHEDULE OF EVENTS:

The following Schedule of Events represents Cherokee County's best estimate of the Schedule that will be followed. All times indicated are prevailing times in Canton, Georgia. Cherokee County reserves the right to adjust the Schedule as Cherokee County deems necessary.

Phase 1	
Issued	September 26, 2023
Questions Due	**October 4, 2023 by 4:00 PM**
Answers Due	October 10, 2023
Statement of Qualifications Due	**October 17, 2023 at 10:00 AM**
Finalists List	October 27, 2023
Phase 2	
Finalist Questions Due	**November 3, 2023 by 4:00 PM**
Answers Due	November 9, 2023
Finalists Proposals Due	**November 17, 2023 at 10:00 AM**
Interviews (if necessary)	**November 27, 2023**
Negotiate	**December 4, 2023**
Anticipated Award Date	December 19, 2023

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

VIII. THE EXPECTED PERIOD OF PERFORMANCE IS:

The base period of performance is broken down into two areas; Physical Delivery of Product(s) and Service Delivery. This is a function of the Statement of Work (SOW) and/or specification and reflects if there is physical item or items to be delivered and / or delivery of services. An X in the box corresponding to item 1 below, Physical Delivery indicates a physical item or items are to be delivered and an X in the 2. Delivery of Services indicates that Services are to be performed. Either or both may apply to the work contemplated by this solicitation.

Additionally, should there be and X in the box corresponding item 3. Option Grant, then the County requests the right to extend the period of performance beyond the Base Rate as specified.

1. ☐ NO PHYSICAL ITEMS ☒ PHYSICAL DELIVERY REQUIRED:

For Physical Delivery solicitations, the period of performance for an award shall begin with either the placement of Purchase Order or the date indicated on the Agreement. All items to be delivered are to be FOB Cherokee County at the address indicated in the solicitation. Performance shall be complete upon final acceptance by the County. Time is of the essence for the delivery of each item specified. Warranty requested as below:

☐ Warranty Term Requested: _____

2. ☐ No SERVICES REQUIRED ☒ PERFORMANCE OF SERVICES:

For Performance of Services solicitations, the period of performance shall begin with the placement of either a Purchase Order or the date of the Agreement unless the Agreement, the SOW or the Solicitation Terms indicate that performance shall begin upon the issuance of an Authorization to Proceed (ATP), in which case the ATP would represent the beginning of performance. Term of services requested are as below:

Services Term:
- ☐ One Year
- ☒ Two Years
- ☐ Three Years
- ☐ Other: _____

3. ☐ OPTION GRANT:

This solicitation contains requested options; please see pricing sheet for details.

IX. SCOPE OF WORK:

A. General: The Board of Commissioners is soliciting proposals to develop the Cherokee County, Georgia Safe Streets for All (SS4A) Action Plan from firms or team of firms experienced in transportation planning and engineering. This project is funded by the federal Safe Streets and Roads for All Action Plan Grant with matching dollars coming from Cherokee County, the City of Canton, the City of Woodstock, the City of Holly Springs and the City of Ball Ground. Therefore, all activities must be performed in strict adherence to applicable federal regulations and the developed plan must meet the requirements in the FY2022 SS4A Notice of Funding Opportunity (NOFO).

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	November 1, 2024
Planned Action Plan Completion Date:	February 7, 2025
Planned Action Plan Adoption Date:	February 18, 2025
Planned SS4A Final Report Date:	March 31, 2025

B. Background and Objectives:

Cherokee County, GA and the cities of Canton, Woodstock, Holly Springs and Ball Ground will develop an Action Plan with the goal of eliminating roadway fatalities and serious injuries by a certain percentage and date determined by the plan. Area representatives and a selected consultant/moderator will plan meetings and combine public input, data analysis, and statistics into a plan. A Task Force will be charged with supervising the implementation and monitoring.

A baseline will be developed from studies of the frequency of crashes, severity of injuries, areas, times, driver ages, law violations, weather conditions, lighting, traffic volume and prevailing types of crashes. A consideration of systemic and specific safety needs will also be performed to employ low cost, high impact strategies that can improve safety.

Engagement methods will include gathering of information from holding public meetings at multiple Cherokee County locations especially within disadvantaged Census Tracts 903, 904, 906.01, 906.02, 907.02, 908.03, 908.04, 909.04, 909.05, 910.03 and 910.05 with a virtual attendance option, presenting to clubs and area groups, posting a survey and video on all participating government's websites, notifications of the survey in the local newspaper, and local neighborhood and nonprofit newsletters.

The Task Force will review and assess road development policies and guidelines, County strategies, comprehensive plans, economic development plans and other transportation manuals to identify standards and guidelines to prioritize transportation safety.

Using local data, best evidence and practices, stakeholder input, and countermeasures that address prevailing crash types, strategies and projects will be developed with a timeline. Prioritization will be given to potential of reducing crash rates and eliminating safety concerns.

The Task Force will report quarterly on Action Plan evaluation data (baseline information, measurement methods and data) to the public via website and local media releases. An annual evaluation will be completed to confirm that safety concerns are addressed.

C. Work Tasks:

Specific objectives, which must be provided and are listed in Section B, Background and Objectives, are identified, but consultants may propose additional ones that contribute to the successful completion of the project and meet overall project objectives.

Below is the complete scope of work and schedule the Cherokee County, Georgia Safe Streets for All Action Plan:

Cherokee County, Georgia Safe Streets for All Action Plan

Scope of Work/Services

Primary Objectives

a. Analyze existing conditions and historical trends to baseline the level of crashes involving fatalities and serious injuries across Cherokee County.
b. Analyze the location where there are crashes, the severity, and contributing factors and crash types.
c. Analyze the systemic and specific safety needs as needed, such as high-risk road features, specific safety needs relevant to road users, etc;
d. Create a geospatial identification of higher risk locations.
e. Engage with the public and all relevant stakeholders, including community groups and the private sector.
f. Incorporate feedback received through public engagement into the safety action plan.
g. Facilitate inter- and intra-governmental cooperation and collaboration amongst Cherokee County, Canton, Woodstock, Holly Springs, Ball Ground, GDOT, FHWA, ARC, etc;
h. Create an equitable and inclusive representative process, including in project identification and access.
i. Identify underserved communities through data.

j. Develop a plan that includes consideration for current policies, plans, guidelines, and standards, including consideration of how to improve safety.
k. Develop targets within the plan to reach zero roadway fatalities and significant injuries or set targets that have a significant decline in roadway fatalities and significant injuries by a date set by the stakeholders.
l. Develop a plan that discusses implementation through the adoption of revised or completely new policies, standards, and guidelines.
m. Create a comprehensive list of projects and strategies to address safety, including time ranges for when projects and strategies can realistically deployed. The projects should include low-cost incremental measures that can be deployed quickly that can be developed into a larger projects.
n. Create a project prioritization strategy.
o. Research and develop funding recommendations for the list of projects and strategies.
p. Discuss within the plan how progress will be measured over time, including utilizing outcome data.
q. Create a project webpage for staff and public to monitor progress and provide input as needed.

Key Safety Action Plan Dates:

- : Planned Action Plan Kick Off Date
- : Planned Draft Action Plan Completion Date
- : Planned Action Plan Completion Date
- : Planned Action Plan Adoption Date
- : Planned SS4A Final Report Date

Schedule

1. Project Initiation

i. Kickoff meeting
ii. Review of previous plans and documents
iii. Discuss stakeholder expectations
iv. Review existing legislation and policy
v. *Deliverables*: Kickoff meeting, summaries of meetings with stakeholders, final detailed scope, schedule, public outreach plan, and stakeholder engagement plan

2. Data Collection and Existing Conditions Analysis

i. Collect base map data and information from local jurisdictions and the Atlanta Regional Commission, as needed
ii. Collect and begin analysis of crash data
iii. Complete inventory of existing roadways and pedestrian infrastructure
iv. Complete inventory of existing and planned roadway and pedestrian projects

v. *Deliverables:* Base maps of existing roadway conditions, active and planned projects, crash trends and hotspots

3. Public Involvement

i. Consultant is expected to host at least two informational meetings with the public in which local stakeholders will be in attendance
ii. Consultant is expected to create an online survey to be used to engage with citizens on existing projects and issues as well as to engage on draft project lists created later in the project
iii. Consultant is expected to establish a website for the project, where information on the project and schedule will be available to the public, and online public surveys will be hosted
iv. Consultant will engage with the public through media releases and an e-mail list established on the project website
v. *Deliverables*: Project website, online communications with public, informational meetings with the public, summaries of informational meetings with the public, public engagement schedule posted on project website

4. Stakeholder Involvement

i. Consultant is expected to attend monthly check-in meetings with project team staff members representing all local jurisdictions and the Atlanta Regional Commission
ii. Consultant is expected to create a stakeholder committee that will help guide the SS4A Safety Action Plan process
iii. Consultant is expected to collaborate with GDOT and FHWA as needed
iv. *Deliverables*: Monthly check-in meetings, stakeholder engagement strategy, summaries of monthly check-in meeting

5. Development of Draft and Final Cherokee County, Georgia Safe Streets for All Action Plan

i. Consultant will develop Draft and Final Cherokee County, Georgia Safe Streets for All Action Plan
ii. Final Cherokee County, Georgia Safe Streets for All Action Plan will be adopted by the Cherokee County Board of Commissioners in February 2025
iii. *Deliverables:* Draft and Final Cherokee County Safe Streets for All Action Plan documents and supporting map packages, project lists, etc.

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

Public Participation Strategy

Primary Objectives

a. Provide an avenue for the public to learn about the developing plans on a central website.
b. Provide both in-person and online public comment opportunities regarding the project objectives, project selection, etc.
c. Continue soliciting community input on transportation desires and concerns throughout the agreed upon public involvement period.
d. Specifically reach out to low income, minority, and non-English speaking communities, and.
e. Gauge community reaction to potential new transportation and safety solutions for the area.

Deliverables

- Cherokee County, Georgia Safe Streets for All Action Plan document
- Safety Action Plan Executive Summary Provided in a PowerPoint format
- GIS project shapefiles for all identifies projects and crash data

CHEROKEE COUNTY BOARD OF COMMISSIONERS
Purchasing Department
1130 Bluffs Pkwy, Canton, GA 30114
Ph: 678-493-6000 | Fax: 678-493-6035

ADDENDUM # 1

Solicitation Number:	2023-045
Solicitation Name:	Cherokee County Safety Action Plan
Addendum Release Date:	October 12, 2023

Prime Bidders/Proposers acknowledge the receipt of this Addendum by inserting the number and date in the appropriate position on the Proposal Form. Failure to do so may subject the Bidder/Proposer to disqualification. This Addendum is a part of the Contract Documents. It modifies them as follows:

Exhibit E: "FHWA Contract Provisions for Federal-aid" (attached) is incorporated as part of the Professional Services Agreement (PSA).

****END****

CHEROKEE COUNTY BOARD OF COMMISSIONERS
Purchasing Department
1130 Bluffs Pkwy, Canton, GA 30114
Ph: 678-493-6000 | Fax: 678-493-6035

ADDENDUM # 2

Solicitation Number:	2023-045
Solicitation Name:	Cherokee County Safety Action Plan
Addendum Release Date:	December 13, 2023

Prime Bidders/Proposers acknowledge the receipt of this Addendum by inserting the number and date in the appropriate position on the Proposal Form. Failure to do so may subject the Bidder/Proposer to disqualification. This Addendum is a part of the Contract Documents. It modifies them as follows:

Question:
Under the Section IV selection criteria for Phase 2, it mentions scoring is based on two items: (A) Technical Approach/Schedule/Scope of Work and (B) Past Performance; however, the Section VI checklist shows a requirement to include team organization, qualifications, and availability, which was a part of the Phase 1 submittal. Do we need to re-submit this information as part of the Phase 2 proposal?

Answer:
Thank you for bringing this to the County's attention. If team organization, qualifications, and availability have already been fully addressed in the Phase 1 submittal, then there is no need to resubmit in Phase 2.

Question:
Similarly, for RFQ Phase II Section 4B. Past Performance: References were provided as part of the Phase I submittal. Do we need to repeat this information in the Phase II submittal, or will the County refer to the already-submitted Phase I information for the reference checks, making it unnecessary to include this information in Phase II?

Answer:
No need to resubmit references.

****END****

POND

RFQ/P #2023-045

Cherokee County, GA

Safety Action Plan

October 17, 2023

Table of Contents

A. Similar Project Experience and Key Staff Capabilities

B. Project Manager, Key Staff and Firm's Workload Capacity

C. Required Forms

To Include:

Appendix A

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

Certifications, Licenses or Registrations

Insurance

16
Offices Worldwide

650+
Professionals Ready To Serve

12
County Transportation Plans

18
Corridor & Intersection Plans

5
MPO Regional Transportation Plans

4
Municipal Transportation Plans

"When the final recommendations and implementation plan was presented to the community there, was broad agreement with the findings. We anticipate that the CTP will be very helpful in guiding our transportation decision making in the years to come."

-Genetha Rice-singleton, Rockdale County CTP Update (completed 2018)

WE EARN THE TRUST THAT
SETS US APART.

Firm Bio

#141
Top 500 Design Firms
Engineering News-Record

#1
Engineering Firm | Atlanta
Atlanta Business Chronicle

Founded in 1965, headquartered in the Atlanta region, Pond & Company (Pond) is a full-service engineering, planning, and architecture firm providing professional solutions to numerous municipal, state, and federal agencies. We have established a solid reputation for excellence in service quality and client satisfaction. Pond has provided design services for more than 50 years and is recognized as a leader in A/E design for local government clients. We are proud to be consistently ranked among the state's top A/E firms.

In addition, Pond and Company has a proven track record for developing successful systemwide plans, completing roadway safety audits, and creating innovative solutions to promote safety and active transportation throughout the Southeast. We are also proud to have recently assisted Cherokee County with the completion of its latest Comprehensive Plan. Team members Benesch and UrbanTrans strengthen the Pond team with their successful Vision Zero planning experience throughout the US. Collectively, we are excited to offer this uniquely talented team to Cherokee County to initiate its Safe Systems program.

COMPANY INFORMATION

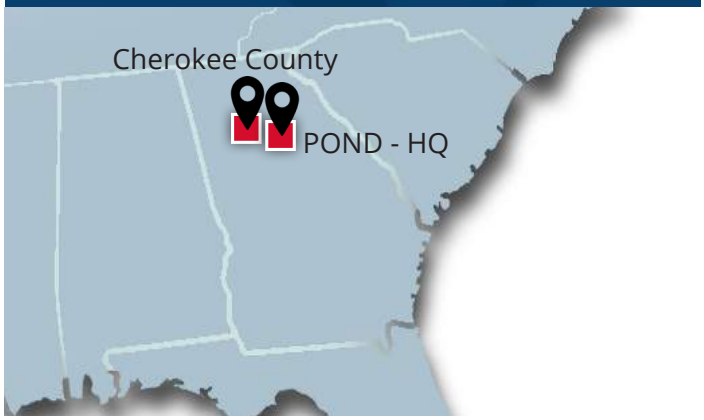
Type of Business
Corporation

Size of Business
650+ Employees

Ownership
Pond & Company, Inc. is a closely held corporation established in Georgia and managed by its board of directors.

State Licenses
Pond is licensed/authorized to operate in Georgia and in every US State.

Headquarters
3500 Parkway Ln #500, Peachtree Corners, GA 30092



FIRM'S PHILOSOPHY

We work collaboratively to create places that communities love and embrace. Our team regularly asks ourselves "When we build this, who will come?" Our answer is we work across disciplines to design places where community and relationships flourish.

58 YEARS EXPERIENCE

Culture of Safety

Pond understands that "Safety First' is Cherokee County's #1 value! For over 35 years, Pond has experience safely executing projects without experiencing a single incident or accident (mishap) beyond first aid, and this includes teaming partners as well.

Pond's project team along with our teaming partners are prepared to exceed the County's standards. Pond's proven EMR rating of 0.73 falls in the "excellent" category along with a 0.00 OSHA rating since January 2019.

Collectively, our team puts safety first through our thorough safety approach and our designated safety action plans for each project outlined below:

- At the start of the project, our project management team and health and safety professionals will evaluate the entire scope of work.
- Findings are then separated into specific tasks and job steps following the **Job Safety Analysis (JSA)** or **Activity Hazard Analysis (AHA)** process.
- Once these hazards have been identified, the required health and safety controls are applied in order of priority: **hazard elimination**, **engineering**, **administrative**, and **personal protective equipment (PPE)** application.
- Information is formalized into a project-specific **Health and Safety Plan (HASP)** or **Accident Prevention Plan (APP)**.
- **Daily safety meetings** are conducted for all field services.

Each Pond employee will receive annual safety training and be enrolled in the Pond-developed, maintained, and implemented anti-drug and alcohol misuse prevention testing program in the interest of public safety. Our teaming partners have been evaluated extensively by Richard Fangmann, proposed Project Manager, and the Pond health and safety team prior to this project.

Teaming partner evaluations consist of a review of their written health and safety program, EMR rating, OSHA rating, and disclosure of any regulatory citations over the last five (5) years.

Health and safety at Pond are a personal priority in which all employees recognize their actions and efforts will have an impact, not only Pond, but our teaming partners and Carroll County.

Upon request, a copy of our "Corporate Environmental, Health and Safety Program Manual - Injury and Illness Prevention Program" manual will be provided to the County.

SAFETY IS COMPREHENSIVE ACROSS THE ENTIRE PROJECT TEAM.

We create a culture of safety interdependence by focusing on leading safety indicators on every project.

- STOP — Empowering all employees with stop work authority
- Qualified and competent person safety training
- New employee orientation and short service employee program
- Site-specific accident prevention planning

Principals

Eric Adami
Marcus Anderson
Stephen Bailey
Michelle Boulineau
Sam Briuglio
Dan Brown
Brannen Butts
Bill Carpenter
Greg Culpepper
Clifford Daniel
Jim Davis
Anna Dis Sveinbjornsdottir
James Donnelly
Ben Entrekin
Bryan Evans
Richard Fangmann
Chris Farnie
George Fragulis
Melly Gao
Doug Hannah
Mark Hanselmann
Stephen Harrill
Kevin Hendrix
Rodney Hoke, Jr.
Alex Holbrook
Mike Jeffreys
Chris Jenkins
Nicole Kessler
Andrew Kohr
Ben Lawless
Andy Lawton
Pam Little
Brian Lunsford
Jim Mabry
Mike Magahey
Glenn Martin
Jon McMillen
James McNabb
Jorge Mendez
Sasan MohammadHosein
Tanya Norman
Tony Pitrone
Julian Ramirez
Willie Robohn
Bob Ruch
Joe Stitt
Daniel Stoddard
Andrew Swift
Kenn Ussery
Matt Wilder
Bob Williams
Richard Wood
Kyle Wright

Awards for Similar Projects

Below are several Georgia Planning Association Awards we have won for similiar projects:

- 2023 - Outstanding Planning Process – Henry County Transportation Plan
- 2022 - Outstanding Planning Process – Johns Creek Town Center Plan
- 2021 - Designation as Bronze Bike Friendly Community – City of Roswell
- 2020 - Outstanding Public Involvement Award – City of Roswell
- 2020 - NaCO Reaching out to Diverse Communities – Gwinnett 2040 Unified Plan
- 2019 - Outstanding Planning Document – Gwinnett 2040 Unified Plan

Firms Unique Value Proposition

Pond and Company is a full service with the appropriate combination of transportation and land use planning and site planning experience. The Pond team has been specifically compiled to develop a context-sensitive SS4A Action Plan that serves the full range of users of the Cherokee transportation network.

1 Commitment to Context-Sensitive Solutions

The Pond approach to SS4A Action Plans goes well beyond assessing hot spots, analyzing crash data, and applying safety countermeasures based on best practices. While these are important items, the Pond team recognizes that safety is impacted by more than just the roadway. Safety is profoundly impacted by the character of the areas they serve.

2 We Know Cherokee County

Before creating a safety action plan, it is crucial to thoroughly understand the environment in which it will be implemented. Pond recently completed the Cherokee County Comprehensive Plan, which cohesively established and/or reinforced character areas throughout the County. Furthermore, Pond has also completed other corridor and LCI studies throughout the County. As such, Pond has the project understanding and institutional knowledge to identify appropriate solutions throughout Cherokee in line with community character.

3 Commitment to Developing a Program, Not Just a Plan

The Pond team understands the FHWA objective of promoting the development of a long-term program for local officials to continue to implement to protect its citizens. While one short-term objective of the Action Plan will be to develop a comprehensive work program for safety and identify projects most suitable for SS4A Implementation Grants, the Pond approach will develop recommendations for effective public awareness programs based on best practices in keeping with the FHWA Safe System Approach by working to influence human behavior and perspectives away from the transportation network.

4 Perfect Blend of Team Experience

Pond has a proven track record for delivering systemwide plans that include identifying safety deficiencies and appropriate solutions to address these deficiencies throughout Georgia. In addition, Pond has a rich resume for corridor planning activities, including roadway safety audits, that have integrated innovative designs and ITS applications into project recommendations. Team members Benesch and Urban Trans provide proven experience in developing Vision Zero plans that have resulted in successful safety programs throughout the US.

5 Understanding the Importance of Equity

Historically disadvantaged populations typically experience deficiencies in infrastructure, such as inadequate lighting, poorly maintained streets, and limited access to public transportation. These factors can contribute to higher crash rates. The Pond approach to the SS4A Action Plan integrates opportunities for equitable solutions through its outreach and data collection processes. The outreach program will be tailored to enhance participation from historically disadvantaged communities. Furthermore, the Pond team will utilize the Replica data to identify safety trends specific to Cherokee County's Justice 40 communities.

Subconsultants

Teaming partner for Best Practices and Safety Program Support

Benesch provides transportation, transit and community planning to a broad range of markets, enhancing infrastructure and communities across the country. Benesch has completed 40+ transportation plans over the past 25 years. They are equipped to guide communities through the completion of a Safe Streets and Roads for All (SS4A) Action Plan as it is a critical step on a path to Zero Deaths. Throughout the process, Benesch provides a detailed understanding of a community's traffic safety issues and a set of actionable strategies.

Benesch is proud of its reputation for providing high-quality and creative consulting services while rigorously adhering to schedule and budget. Benesch offers 150 employees in the Southeast Region, with nearly 100 of these employees working from offices in Georgia and Florida. Of these 100 employees, 26 are certified planners with their AICP. Relevant services Benesch brings include:

- Transportation planners with a proven history of successfully completing Safety Action Plans in the Southeast
- Transit planners who understand multimodal accessibility, transit operations and cost estimation
- Community planners who understand the connection between Vision Zero and transportation
- Engineers and designers with safety and cost estimating experience

Teaming partner for Public Engagement and Safety Program Support

UrbanTrans North America is a woman-owned urban and transportation planning, community engagement, and behavior change marketing firm with offices in Atlanta, Toronto, Denver, and Los Angeles. UrbanTrans specializes in innovative transportation solutions, with a focus on stakeholder outreach, multi-modal transportation planning, demand management programs, and strategic planning. Stakeholder engagement is guided through careful consideration audience and approach steered by internationally certified experts in public participation and equity. Their stakeholder outreach team is supported by an in-house marketing team that develops and implements marketing plans and campaigns specifically designed to inform the public about transportation initiatives and to alter travel behavior.

UrbanTrans recently worked with the City of Denver, Colorado to update their Vision Zero Plan, which has been well received by safety advocates and stakeholders throughout the region for pushing innovative strategies to reduce speed limits, improve enforcement, and make data-driven infrastructure investments. Experience has proven that the biggest challenge to improving safety is gaining public acceptance for infrastructure improvements and enforcement; this understanding guides work with the client and stakeholders to link community values with safety interventions. Along with developing behavior change marketing tools to increase community support for safety investments and policies, communities can be up for success with community buy-in and long-term involvement.

SYSTEMWIDE SAFETY ANALYSIS

STATEWIDE, GA

Client Contact: DARTS Bicycle and Pedestrian Plan
DARTS MPO, City of Albany
Tanner Anderson, Planner II
229.302.1843 | taanderson@albanyga.gov

Original Budget: $150,000
Final Cost: $150,000
Original Schedule: Nov 2021 - Dec 2022
Actual Completion: Nov 2021 - Dec 2022

Pond has performed these types of safety analysis as part of several county, municipal, or regional planning initiatives:

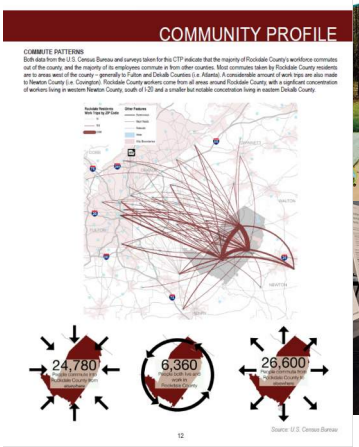
Vehicular Safety Analysis - Utlizing historical crash data from GDOTS Numetric/GEARS Database as well as traffic volume data from GDOT RITIS and the Atlanta Regional Commission's Travel Demand Model to calculate crash rates for roadway segments and intersections within the county. Locations with higher crash rates were prioritized for scoping study and infrastructure improvement projects.

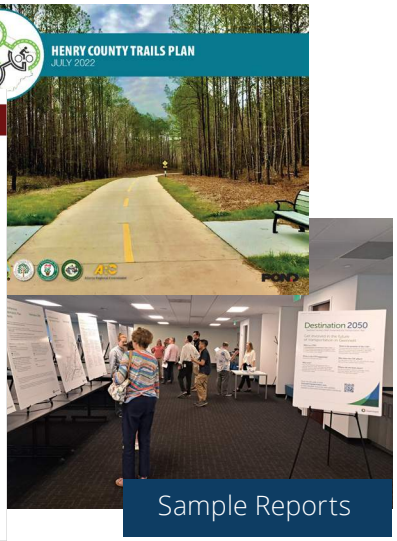
Active Travel Mode Safety Analysis - A propensity index was created for active mode travel the areas of the county utilizing land use data, network density, proximity to transit facilities, proximity to community facilities such as parks and schools, and population/employment density. This index was overlayed with the Atlanta Regional Commission's bicycle and pedestrian risk index for transportation facilities, Justice40 areas, and the county sidewalk and bicycle facility inventories to determine priority bicycle and pedestrian projects.

Community Engagement - For both vehicular and active mode projects, community engagement consisting of in person meetings and online engagement using the Social Pinpoint platform was utilized in both the project development and prioritization process. Locations where the public and/or stakeholders indicating safety concerns were identified as projects, and project locations with more public comment were given a higher score in the prioritization process.

Counties where Pond has performed Systemwide Safety Analysis:

- DARTS Bicycle and Pedestrian Plan
- Gwinnett Comprehensive Transportation Plan (CTP)
- Henry County CTP
- Lawrenceville CTP
- Rockdale CTP
- Dunwoody CTP
- Effingham MTP





Sample Reports

Relevant Experience to Cherokee County SS4A:

- **Review of Safety throughout the County using a variety of data input sources, including big data to achieve the best results.**
- **Development and application of a walking and bicycling propensity analysis that accounts for demand that could be in place if facilities were provided (latent demand).**
- **Community outreach using online platform to allow people to comment on a map and view other input provided by the community.**

SR 140 CORRIDOR STUDY

CHEROKEE COUNTY, GA

Client Contact:
Cherokee County
Jim Wilgus, SPLOST Roadway Project Manager
770.721.7818 | jawilgus@cherokeega.com

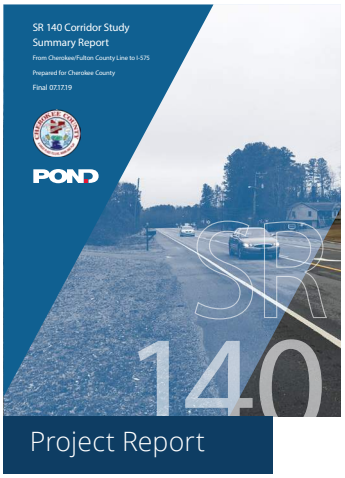
Original Budget: $86,250
Final Cost: $74,000
Original Schedule: Feb 2019 - Aug 2019
Actual Completion: Feb 2019 - Aug 2019

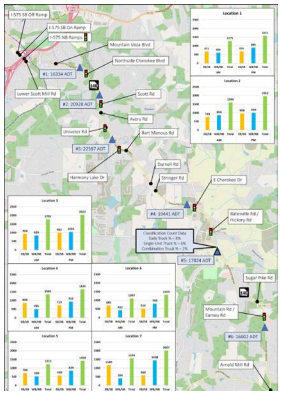
The SR 140 corridor serves as a vital north south connection through the southeastern area of Cherokee County and serves as a major commuter corridor for Cherokee County residents to points south. The corridor continues to see strong residential and commercial growth, adding additional strain on the roadway.

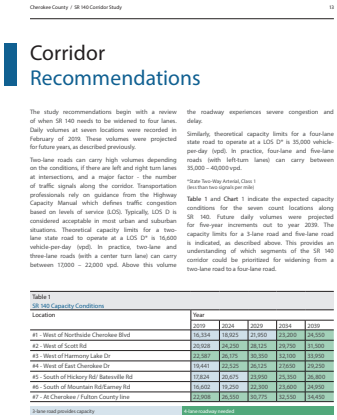
It is important that this current two-lane roadway operate as efficiently and safely as possible until the long-range Georgia Department of Transportation (GDOT) four-lane widening project is implemented.

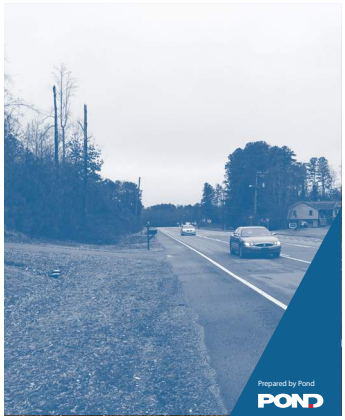
The corridor study was initiated to identify implementable short-term and mid-term projects that will provide relief for the travelers in this corridor. The County identified eighteen intersections to analyze. The study identified a series of projects along the corridor and at the intersections which can be implemented over time and are compatible with the future four-lane widening project.

The study also provided recommendations for prioritizing which segments of the SR 140 corridor to widen from a two-lane road to a four-lane road. Widening the entire length of the corridor will be expensive and take time. By breaking the corridor into prioritized segments, the County is able to identify and program improvements where they are most needed. The study identified five segments for which the County could pursue funding, programming, and construction in phases.









Relevant Experience to Cherokee County SS4A:

- **Proven capacity to develop context-sensitive solutions driven by safety within Cherokee County.**
- **Demonstrates ability to phase improvements within a suburban corridor.**
- **Example of a report with clearly defined projects and expectations.**

CHEROKEE COUNTY COMPREHENSIVE PLAN

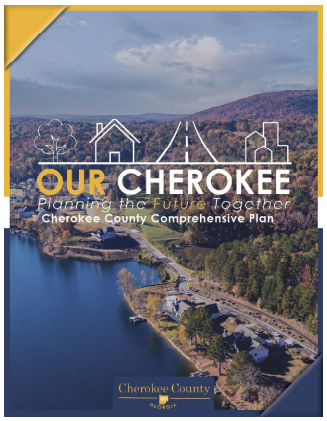
CHEROKEE COUNTY, GA

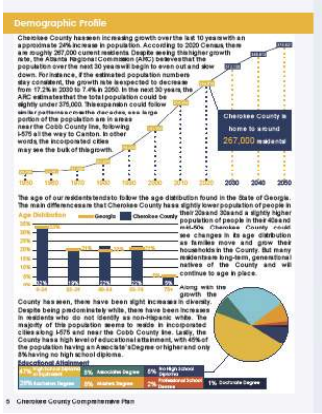
Client Contact:
Cherokee County
Kevin Turner, Deputy Director
678.493.6107| jkturner@cherokeega.com

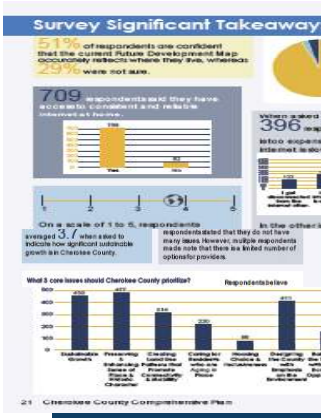
Original Budget: $59,680
Final Cost: $59,680
Original Schedule: July 2022 - June 2023
Actual Completion: Sep 2022 - June 2023

The ***Our Cherokee Comprehensive Plan*** is the County's guide to enhancing and sustaining Cherokee residents' quality of life and happiness by establishing a unified action plan for sustainable growth, housing opportunities, economic welfare, land use, and placemaking. This document covers the County's current social, economic, housing, and transportation profiles while incorporating the data to develop projections for the future of Cherokee's land use, development patterns, and growth. However, it is significant to understand that these are not ideas formulated solely by County employees, but a plan that is developed by the Cherokee residents themselves. The Planning Team began the comprehensive planning process in 2022, holding multiple community meetings across the year-long planning timeline and launching a County-wide survey. Residents were able to voice their opinions and dictate an overall vision with guiding principles and core values that directly influence future growth and development in the County.

With four major components, this document provides a summary of the planning process and houses the land use policies that regulate development. First, the document highlights the past, present, and potential future of the County with existing conditions and statistics. The County is always evolving and understanding this change is significant to formulating efficient policies. Second, there is a brief overview of the community engagement process that touches on community desires and needs. The third component is a compilation of the updated Character Areas that cover future development on County land. Lastly, the final component of this document highlights the comprehensive annual review process, recent accomplishments, and the Community Work Plan that highlights future projects and tasks. This document is the tool that dictates the future of the County. In essence, it is an agreement of our shared responsibility to implement codes, policies, and regulations that directly coincide with the vision and core values established by County residents, business owners, property owners, and other stakeholders.







Project Report

Relevant Experience to Cherokee County SS4A:

- **Highlights our understanding of Cherokee's land use and development patterns.**
- **Demonstrates our knowledge of linking transportation to localized community needs.**
- **Provides an understanding of character areas to drive project recommendations.**

WOODSTOCK SMART CORRIDOR STUDY

WOODSTOCK, GA

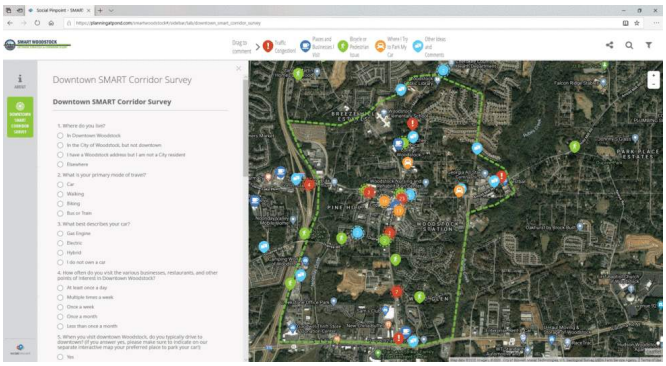
Client Contact:
City of Woodstock
Niwana Ray, Senior City Planner
770.592.6000 | nray@woodstockga.com

Original Budget: $62,500
Final Cost: $54,720
Original Schedule: Nov 2019 - Sep 2020
Actual Completion: Jan 2020 - Aug 2020

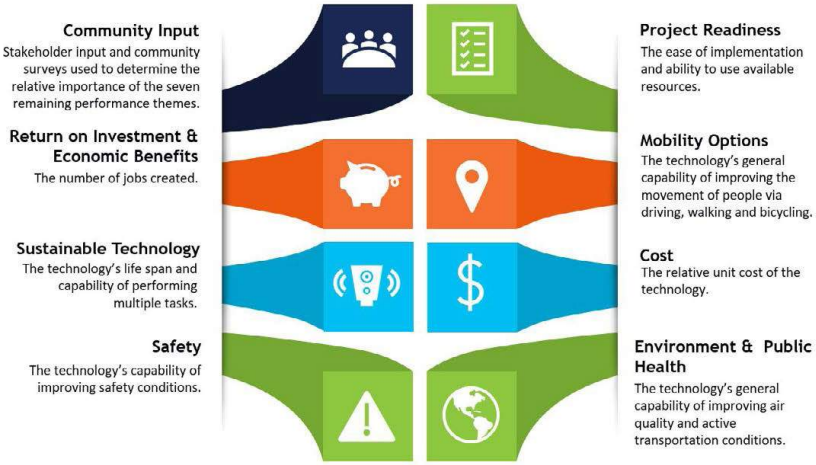
Pond was selected to assist the City of Woodstock in this ARC and Georgia Tech funded exploration of smart technology after our successful and well received work for the downtown LCI and City Comprehensive Plan. The process included a unique community engagement approach through intercept surveys to document the community's vision for the potential application of smart technology. This input was then used to guide an extensive review of various smart technologies and a subsequent evaluation process to identify candidate pilot projects for potential early implementation.

Halfway through the planning process, the COVID-19 pandemic created challenges that were quickly addressed through a pivot to an online interactive map and a site visit and walkability assessment that was conducted remotely through the use of pre-recorded videos.

The final plan identified Citywide policies to guide the CIty's embrace of smart technology as well as three pilot projects for the downtown area to address the conflicts between pedestrian and vehicular traffic.



Project Report for Community Engagement



Relevant Experience to Cherokee County SS4A:

- **Provides a framework for implementation of ITS within Cherokee municipalities.**
- **Experience developing ITS recommendations within a town center environment.**
- **Proven coordination with one of the County's municipal partners.**

Project represents work completed by Benesch.

COMMITMENT TO ZERO OCALA, FL

Client Contact:
Ocala/Marion County TPO
Ken Odom, Transportation Planner
352.629.8297 | kodom@ocalamariontpo.org

Original Budget: $65,000
Final Cost: $67,500
Original Schedule: Nov 2021 - Dec 2022
Actual Completion: Nov 2021 - Jan 2023

Serving as a General Planning Consultant, Benesch has led several task orders for the Ocala/Marion County TPO, including Commitment to Zero. Safety has long been a priority of the Ocala Marion TPO and Commitment to Zero is the TPO's call to action to eliminate traffic-related fatalities and serious injuries. It also serves as the Safety Action Plan for this 385,000-person North-Central Florida Community.

It is not just a slogan, plan, or effort isolated to the TPO. Commitment to Zero is a community-wide shift in how the region talks about, approaches and addresses traffic safety. The Commitment to Zero Safety Action Plan strategies were developed and modeled on the FHWA Safe System approach, which acknowledges that traffic-related deaths and serious injuries are preventable and that system designers, operators and users have a shared responsibility to put safety first.

Community Engagement

Unique Features:

- Extensive public outreach including online surveys and mapping, working group meetings and public and stakeholder workshops.
- Identification of a High-Injury Network and establishment of locally-relevant safety emphasis areas.
- Identification of suitable strategies based on the 5 principles of the Safe Systems approach.
- Definition of key performance measures and monitoring strategies.

Takeaways:

- **Developing a guide to focus strategies on fatal and incapacitating injury crashes.**
- **Establish effective performance measures to monitor progress.**
- **Build a framework for inter/intra agency coordination and implementation of non-infrastructure strategies.**
- **Align the TPO's safety vision with State and Federal goals and performance targets.**

Organizational Chart

The organizational chart below outlines this project's key staff. The key staff will receive comprehensive support from an extensive and highly skilled team in addition to those listed below. Resumes describing the expertise and experience for each team member begin on the following page.

Cherokee County 1831 GEORGIA

James McNabb, PE
Principal-in-Charge

Richard Fangmann, PE, PTOE
Project Manager | Primary Contact

Wade Carroll, AICP
Deputy Project Manager

Project Advisor
Andrew Kohr, PLA, ASLA
William Ball, AICP

PROJECT TEAM

Design & Countermeasure Considerations
Zach Puckett, PE, IMSA II
Arwin Lopez, PE
Matt Flynn, PE

Land Use Connectivity
Kat Maines, AICP
Sayre Brennan, AICP, PMP

Commercial Vehicle Safety
Wade Carroll, AICP

Bike/Pedestrian Analysis
Juan Morales, PE
Serah Mungai

Safety Analysis
Matt Flynn, PE
Patrick McArdle, EIT

Public Engagement
Chris Cannon
Serah Mungai
Carlos Pavon

Best Practices
Demian Miller, AICP
Rick Toole, PE, AICP

Interdisciplinary Field Team
Sayre Brennan, AICP, PMP | *Lead*
Carlos Pavon
Patrick McArdle, EIT
Christopher Keller, AICP

Quality Program
Rebecca Hester

Legend
- Pond & Company
- Urban Trans
- Benesch

Why our Team...

Richard Fangmann, PE, PTOE

"I have witnessed the evolution of Cherokee County over the years, and the remarkable growth it has undergone. This county's progress calls for an individual who is equally dedicated to nurturing its development as well as safeguarding its residents. Prioritizing the safety and well-being of Cherokee's community is not merely a concern; it is my steadfast, unwavering commitment."

Wade Carroll, AICP

"Cherokee County presents a dynamic blend of emerging urban downtown centers, continuous suburban development and remaining rural areas. Therefore, understanding community character will be paramount for the success of the Safety Action Plan."

James McNabb, PE

"Safety Streets for all in Cherokee County isn't just a project; it's a commitment to the well-being of Cherokee's community. As the Principal-in-Charge for Pond and Company, I understand that safe streets are the foundation of a thriving, inclusive, and vibrant community. We believe that every person should have the freedom to navigate their county's streets with confidence and security. Safety Streets for all is not just our mission; it's our promise to prioritize safety, accessibility, and unity for all those who call Cherokee County home"

Demian Miller, AICP

"Our team recognizes the importance of this Plan for establishing a long-term safety program for Cherokee County that goes far beyond identifying roadway improvements."

Matt Flynn, PE

"As a transportation engineer, I am deeply passionate about projects like Safety Streets for all in Cherokee County because they exemplify our commitment to creating transportation systems that safe guard the needs of every individual. These projects go beyond asphalt and concrete; they represent our dedication to crafting inclusive, sustainable, and safe solutions that connect people to opportunities, enhance quality of life, and promote harmony within our communities."

Chris Cannon

"The massive population boom of the Atlanta region can be seen and experienced on the north side in and around Cherokee County just as much, if not more, than anywhere in the region. I've been witness to this transformation of Cherokee County since my youth growing up in the neighboring county; today, I'm excited to be working with Cherokee and the other progressive communities as we tackle complex transportation problems together with a keen focus on understanding and involving our community stakeholders. We've developed a unique stakeholder mapping and involvement system that allows us to ensure equal and robust involvement from every stakeholder audience within a community. We look forward to bringing this innovative engagement approach to Cherokee County as we partner together to build a safer transportation network for all."

Resumes

RICHARD FANGMANN, PE, PTOE (POND)

Project Manager | Peachtree Corners, GA |30 years' experience

Percentage of time dedicated to this project: 10%

EDUCATION

- MS, Civil Engineering, Georgia Institute of Technology, 1992
- BS, Civil Engineering, Georgia Institute of Technology, 1991

REGISTRATION

- Professional Engineer, GA #22957
- Professional Traffic Operations Engineer, GA #352

Richard has more than 30 years of broad-based experience in planning and engineering, ranging from long- range community and transportation plans to short-term operational studies and safety analysis. He is experienced in preparing plans for GDOT, Metropolitan Planning Organizations (MPOs), counties, cities, and corridors. Richard has led the development of numerous safety related transportation studies and designs including those focused on vulnerable road users.

PROJECT EXPERIENCE

GHMPO Metropolitan Transportation Plan, *Project Manager*

GHMPO 2040 Regional Transportation Plan, *Project Manager*

GHMPO SR 365/Jesse Jewell Parkway Traffic Impact Study, *Project Manager*

City of Gainesville Transportation Master Plan, *Project Manager*

City of Gainesville Green Street Design, *Project Advisor*

DARTS MPO Bicycle & Pedestrian Plan, *Principal-in-Charge*

Greater Dalton 2045 Metropolitan Transportation Plan, *Principal-in-Charge*

Rome-Floyd Metropolitan Transportation Plan, *Principal-in-Charge*

Gwinnett County CTP, *Principal-in-Charge*

North Avenue (SR 8), Atlanta Pedestrian Safety Plan, *Project Manager*

Indian Trail Road/Jimmy Carter Boulevard Pedestrian Connectivity Plan, *Project Manager*

South Norcross Tucker Road Pedestrian Safety Plan and Crossings (3) Design, *Project Manager*

North Ave (SR 8), Atlanta Pedestrian Hybrid Beacon & Signal Safety Improvements, *Project Manager*

Roswell Road (SR 9) at Long Island Drive Safety Study and Pedestrian Hybrid Beacon Design (first in Sandy Springs), *Project Manager*

Hamilton Mill Road Safety Evaluation and RRFB Design, *Principal In Charge*

University Boulevard Context Sensitive Corridor Study (safety and operations with Turbo Roundabout-first in North FL), *Project Transportation Engineer*

FDOT District 5 Safety On-Call Services (intersection Evaluations), *Transportation-Safety Engineer*

US 278 (SR6) Corridor Study, Paulding County (includes road safety audit), *Project Manager*

JAMES MCNABB, PE (POND)

Principal-in-Charge | Peachtree Corners, GA |24 years' experience

Percentage of time dedicated to this project: 2%

EDUCATION

- BS, Civil and Environmental Engineering, The Citadel, 1999

REGISTRATION

- Professional Engineer, GA #030427
- Professional Structural Engineer, GA # 000487

James is an Executive Vice President with 24 years of experience focused on the management of transportation related projects. His project experience ranges from small local projects to large, complex interstate work through all types of delivery methods. James' proactive management style has been very effective in identifying and addressing the critical project issues early in the design phase to provide timely project delivery on schedule. He is a proven leader with efficient time management skills developed through military discipline.

PROJECT EXPERIENCE

Webb Bridge Road Bike/Ped/Operational Improvements, *Principal-in-Charge*

City of Augusta, Walton Way Corridor Improvements, *Principal-in-Charge*

Buckhead Community Improvement District, Wieuca Roundabout, *Principal-in-Charge*

City of Roswell Bicycle Pedestrian Master Plan, *Principal-in-Charge*

Jimmy Carter/MIB Corridor Study, *Principal-in-Charge*

Woodstock SMART Corridor, *Principal-in-Charge*

Poplar Road Corridor Scoping Study, *Principal-in-Charge*

Effingham County, Transportation Master Plan, *Principal-in-Charge*

Cobb County DOT, Acworth Due West at Jim Owens, *Principal-in-Charge*

Douglas County, Lee Road Extension Project, *Principal-in-Charge*

Gainesville-Hall Metropolitan Planning Organization, SR 365/Jesse Jewell Parkway, *Principal-in-Charge*

City of Milton, Morris Road Concept, *Principal-in-Charge*

City of Clemson, Green Crescent Trail Design, *Principal-in-Charge*

City of Duluth, Davenport Road Extension, *Principal-in-Charge*

Veterans Parkway Interchange, Principal-in-Charge

SR 9 Keith Bridge to Browns Bridge Rd. Concept Study, *Principal-in-Charge*

VHB Douglas County CTP Update 2019, *Principal-in-Charge*

City of Milton Greenway Connector, *Principal-in-Charge*

WADE CARROLL, AICP (POND)

Deputy PM | Peachtree Corners, GA | 26 years' experience

Percentage of time dedicated to this project: 15%

EDUCATION

- MPA, Urban Planning & Management, University of South Florida, 1997
- BS, Geography, City & Regional Planning, Western Kentucky University, 1993

REGISTRATION

- AICP #015749

Wade brings experience in transportation, community, and land use planning activities. With regard to the SS4A program, Wade has been tracking the development of the program and the opportunity it presents to local governments very closely. He assisted multiple jurisdictions in procuring SS4A planning grants and is familiar with the FHWA evaluation criteria for SS4A implementation grants. Wade has also led development of the project identification process for the Cobb SS4A Action Plan, which included developing a methodology for identifying safety hot spots and assessing crash data to identify appropriate countermeasures based on the ARC Regional Safety Strategy.

PROJECT EXPERIENCE

Cobb County SS4A Action Plan, Technical Lead, *Project Identification and Prioritization*

Barrow County SS4A Action Plan Application Assistance, *Project Manager*

City of Clarkston (GA) SS4A Action Plan Application Assistance, *Project Manager*

ARC Regional Freight Cluster Plans, *Project Manager*

KAT MAINES, AICP (POND)

Bike/Pedestrian Design | Atlanta, GA | 8 years' experience

Percentage of time dedicated to this project: 15%

EDUCATION

- MS, City & Regional Planning, Georgia Institute of Technology, 2016
- BA, Art: Architecture + Urbanism, Smith College, 2012

REGISTRATION

- AICP #410466

Kat is an active transportation planner who helps communities identify priorities and develop plans with context-sensitive tools and strategies for implementation. Kat brings over 8 years of experience with multi-modal planning and design, and balancing needs of all users in complex mobility systems. Project contexts range from small rural towns to complex urban activity centers. Kat is a pedestrian and bicycle safety advocate who plans roads and streets to accommodate vulnerable road users with an emphasis on safety.

PROJECT EXPERIENCE

Gainesville & South Hall Trail Studies, *Deputy Project Manager*

DARTS MPO Bicycle & Pedestrian Plan, *Transportation Planner*

Cherokee County CTP Update, *Development Constraints Planner*

Gwinnett County CTP, *Transportation Planner*

REBECCA HESTER (POND)

Quality Program | Peachtree Corners, GA | 10 years' experience

Percentage of time dedicated to this project: 5%

EDUCATION

- BA, Geography, Georgia State University, 2014
- Professional Certificate, GIS, Georgia State University, 2014

Rebecca has 10 years of experience in transportation planning in short- and long-range planning. Her background includes infrastructure and environmental programs with experience in technical execution and project management. Her projects/background includes feasibility studies, corridor studies, transit planning, TOD, and environmental assessment.

PROJECT EXPERIENCE

DARTS MPO Bicycle & Pedestrian Plan, *Transportation Planner*

Lawrenceville CTP & Comprehensive Plan, *Project Manager*

Henry County CTP, *Transportation Planner*

City of Guyton Comprehensive Plan, *Project Manager*

Coweta County CTP, *Transportation Planner*

Cherokee County Comprehensive Plan Update, *Transportation Planner*

Gwinnett CTP 2021, *Transportation Planner*

SAYRE BRENNAN, AICP, PMP (POND)

Land Use Connectivity | Peachtree Corners, GA | 14 years' experience

Percentage of time dedicated to this project: 10%

EDUCATION

- MBA, University of the People, 2022
- Certificate, Construction Project Management, Columbia Engineering, 2021
- MPA, University of Utah, 2012
- Graduate Certificate, City Planning, University of Utah, 2011
- BS, Political Science, Minor City Planning, University of Utah, 2008

REGISTRATION

- AICP #31067
- PMP #298403

Sayre has 14 years of experience as a city planner and project manager. His primary interest is the nexus between land use and transportation. He has worked as a municipal planner for resort cities, rural towns and counties, and a regional planning agency. Sayre has direct experience with long range/comprehensive planning, zoning administration, zoning map amendments, capital improvement plan management and implementation, and traffic operations.

PROJECT EXPERIENCE

Lawrenceville CTP & Comprehensive Plan, *Planner*

Gwinnett Comprehensive Transportation Plan, *Assistant Project Manager*

City of Peachtree Corners Zoning Overlay District, *Project Manager*

ZACH PUCKETT, PE, IMSA II (POND)

Design & Countermeasure Considerations | Peachtree Corners, GA | 10 years' experience

Percentage of time dedicated to this project: 10%

EDUCATION

- BSCE, Georgia Institute of Technology, 2012

REGISTRATION

- Professional Engineer, GA #042056
- IMSA Travel Signal Technical Level II & Work Zone Temporary Traffic Control Tech Certifications #112031

Zach Puckett has experience with street improvements and urban roadway design, traffic signal design, and Intelligent Transportation Systems (ITS) design with both local municipalities and state agencies. Through the years of his experience in Signal/ITS design, Zach has had the opportunity to work down at the GDOT Transportation Management Center (TMC) and coordinate directly with the staff regarding plan review, permitting, and design. This has given him more insight for certain applications to apply to his projects.

PROJECT EXPERIENCE

Gainesville Green Street Corridor Design, *Project Manager*

Lawrenceville CTP & Comprehensive Plan, *Transportation Engineer*

BATS Lanier-Gloucester Improvements Study, *Transportation Engineer*

City of Duluth Davenport Road Extension & Railroad Quiet Zone, *Project Manager*

PATRICK MCARDLE, EIT (POND)

Safety Analysis| Peachtree Corners, GA | 5 years' experience

Percentage of time dedicated to this project: 15%

EDUCATION

- BS, Civil Engineering, Valparaiso University, 2018

REGISTRATION

- Engineer in Training, GA, #028377

Patrick has experience with traffic and safetyanalysis, transportation planning, GIS, and commute planning. He is skilled with traffic projections, studies, and technical analysis using softwares such as VISSIM, Synchro, HCS, ArcGIS, and Cube. Patrick has peformed safety analysis on numerous projects including review of crash data and crash reports, as well as participation in road safety audits and develppment of safety related improvements to mitigate crash concerns. He also has experience with public involvement conducting meetings and analyzing the public's input.

PROJECT EXPERIENCE

Rome-Floyd Metropolitan Transportation Plan, *Transportation Engineer*

Greater Dalton 2045 Metropolitan Transportation Plan, *Transportation Engineer*

Roswell Bicycle and Pedestrian Plan, *Transportation Engineer*

Villa Rica Transportation Master Plan, *Transportation Engineer*

FDOT District 5 Safety On-Call Services (intersection Evaluations), *Transportation-Safety Engineer*

JUAN MORALES, PE (POND)

Bike/Pedestrian Design | Charlotte, NC | 22 years' experience

Percentage of time dedicated to this project: 8%

EDUCATION

- MS, Civil Engineering, University of North Carolina, 2010
- BS, Civil Engineering, Pontifica Universidad Javeriana, 2002

REGISTRATION

- Professional Engineer, NC #039211

Juan has 22 years of experience in civil, water resources, environmental, and transportation engineering. Throughout his career, Juan has worked on traffic calming, streetcars, one-way and two-way protected bike lanes, protected intersections, greenways and trails, complete streets, and intersection and ADA improvement projects. Responsibilities include project management, design, permitting, construction administration, and client relations. Juan's broad experience provides him with the vision needed to integrate the different components of a project and the ability to deal with interdisciplinary teams.

PROJECT EXPERIENCE

Cross Charlotte Trail (XCLT) 7th to 10th*, *Project Engineer*

Caldwell Station Tributary Greenway*, *Project Manager*

Central/Kilborne/Norland Pedestrian Improvements*, *Project Engineer*

Toby Creek Greenway*, *Project Manager*

SERAH MUNGAI (POND)

Bike/Pedestrian Design | Peachtree Corners, GA | 3 years' experience

Percentage of time dedicated to this project: 15%

EDUCATION

- BS, Civil Engineering, Georgia Institute of Technology, 2020

Serah has experience with transportation planning and engineering, including traffic engineering, GIS, and public engagement. She has developed traffic simulation models using PTV Vissim, analyzed traffic capacity using Synchro, and performed traffic studies and traffic projections. Serah has traveled to the Netherlands to study the country's sustainable multi-modal approach to transportation. She has also performed research in Sidewalk Asset Management where she assessed sidewalk quality and reported findings and recommendations to the Cobb County DOT. Serah is passionate about planning and transportation projects that uplift communities. She strives to promote sustainability and equity in transportation to ensure safe, comfortable, and efficient mobility for all. Serah speaks five languages: English, Swahili, Kikuyu, Meru, and French.

PROJECT EXPERIENCE

Paulding County SR 6 Planning and Scoping Study, *Public Engagement*

Lawrenceville CTP & Comprehensive Plan, *Public Engagement*

Cherokee County Comprehensive Plan, *Public Engagement*

City of Duluth - Quiet Zone Study, *Public Engagement*

MATT FLYNN, PE (POND)

Transportation Engineer | Peachtree Corners, GA | 7 years' experience

Percentage of time dedicated to this project: 10%

EDUCATION

- BS, Civil Engineering, University of Florida, 2016

REGISTRATION

- Professional Engineer, GA #047910

Matt is a transportation engineer and project manager with experience providing traffic engineering support for a number of projects including corridor studies, traffic engineering studies, crash analyses and traffic operations analyses. Matt has the ability to manage and perform traffic engineering tasks with the overarching goal of practical and safe designs with innovative solutions.

PROJECT EXPERIENCE

Sugar Hill Buford Drive Pedestrian Bridge & Traffic Signal Warrant Study, *Transportation Engineer*

Atlanta Upper Westside CID Howell Mill Road Pedestrian Crossing Study, *Transportation Engineer*

PATH BeltLine Northwest Trail Segment 4, *Transportation Engineer*

Town of Tyrone Traffic Calming Study, *Transportation Engineer*

Spalding Drive from Winters Chapel Rd to Holcomb Bridge Rd/SR 140, *Transportation Engineer*

WILLIAM BALL, AICP (BENESCH)

Project Advisor | Tampa, FL | 35 years' experience

Percentage of time dedicated to this project: 5%

EDUCATION

- MA, Economics, University of South Florida
- BS, Economics/Political Science, Florida Southern College

REGISTRATION

- AICP #014106

Mr. Ball has significant experience in transportation planning and public transportation planning and analysis, which has proven to be a valuable resource to the Florida Department of Transportation, MPOs, transit agencies, counties, cities and other agencies throughout Florida, Georgia and the United States. He specializes in metropolitan and transit planning and has developed close working relationships as a general planning consultant over the past decade. This includes projects for FDOT in Districts 1, 4 and 7, as well as MPOs in the counties of Broward, Hernando, Hillsborough, Pasco, Space Coast and St. Lucie, among others. As a general planning consultant, he has managed projects related to long range transportation plans, public transportation, congestion management, multi-modal corridor studies, and transportation finance.

PROJECT EXPERIENCE

Pasco County MPO - Vision 54/56 Corridor Study Phase I, *Project Manager*

FDOT District 4 - Modal Development General Planning Consultant, *Project Principal*

TBARTA - Envision 2030 Regional TDP, *Senior Advisor*

DEMIAN MILLER, AICP (BENESCH)

Best Practices | Tampa, FL | 23 years' experience

Percentage of time dedicated to this project: 5%

EDUCATION

- MA, Urban and Regional Planning, University of Florida
- BA, Political Science, University of Florida

REGISTRATION

- AICP #021871

Demian has served on a wide range of transportation planning and engineering projects. His areas of expertise include GIS/transportation data management; traffic safety and safety program management; bicycle and pedestrian safety and mobility; multimodal corridor and sub-area studies; and growth management/policy planning. He also has provided support to long range transportation planning projects as well as land use/community planning projects. In addition to his management responsibilities for Benesch's Community Planning and Complete Strees Group, he serves as an instructor for FHWA's "Focused Approach to Pedestrian Safety" and has provided technical assistance and led "Designing for Pedestrian Safety" workshops for FHWA.

PROJECT EXPERIENCE

FDOT District 7 - Safety Studies and Minor Design, *Project Principal*

FDOT District 4 - Districtwide Safety Studies/Road Safety Audits, *Project Principal*

FDOT District 7 - Bicycle and Pedestrian Access to Transit Safety Studies, *Project Manager*

CHRIS CANNON (URBAN TRANS)

Community Engagement | Atlanta, GA | 14 years' experience

Percentage of time dedicated to this project: 30%

EDUCATION

- BA, Media Studies: Journalism and Art, Shorter College

REGISTRATION

- Certified Public Participation Practitioner, June 2022

Chris Cannon has 14 years of public involvement, community engagement and community development experience and is a Certified Public Participation Practitioner by the International Association of Public Participation. His diverse career in both the public and private sectors has centered on ground-level work to craft successful community collaboratives for positive community action and advancement. Chris is known for balancing complex stakeholder relationships with a focus on community goals and individual stakeholder needs to facilitate productive progress through individualized community-based exchanges. He focuses on a wide range of techniques to ensure all engagement is designed with intent and his results reflect the reality of the community while establishing a system for improved future engagement.

PROJECT EXPERIENCE

Atlanta Regional Commission 2024 Freight Mobility Plan Update, *Public Involvement*

The Stitch - Atlanta, *Public Involvement*

Product Development Program - Georgia Department of Economic Development, *Public Involvement*

RICK TOOLE, PE, AICP (BENESCH)

Best Practices | Augusta, GA | 41 years' experience

Percentage of time dedicated to this project: 25%

EDUCATION

- BS, Civil Engineering, Georgia Institute of Technology
- MS, Civil Engineering, Georgia Institute of Technology

REGISTRATION

- Professional Engineer: GA #14466
- American Institute of Certified Planners (AICP) #019421
- NPDES Level II Certified Design Professional, #0000017030

Rick has over four decades of extensive experience in all aspects of planning, municipal infrastructure, transportation design, water resources and construction management. He is responsible for infrastructure improvement design, stormwater management systems and contract administration. Rick's project experience has included assessment of existing conditions, capacity needs, alternative solutions, system design and environmental permitting.

PROJECT EXPERIENCE

City of Aiken, Safe Routes to School, *Project Principal & QA/QC*

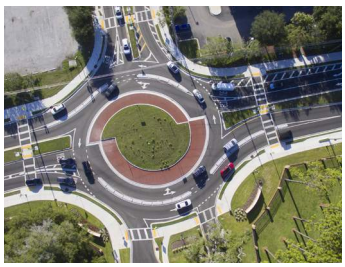
Augusta Engineering Department, *Walton Way Signalization, QA/QC*

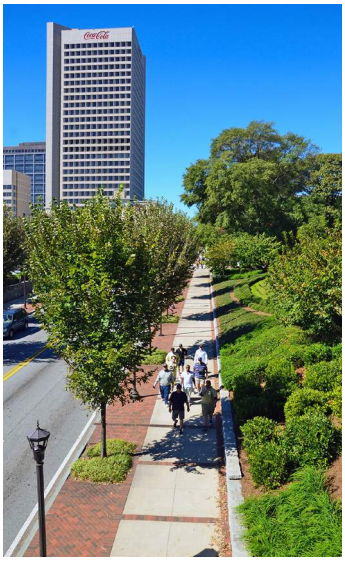
GDOT, Milledgeville Downtown Streetscape Project, *Project Manager*

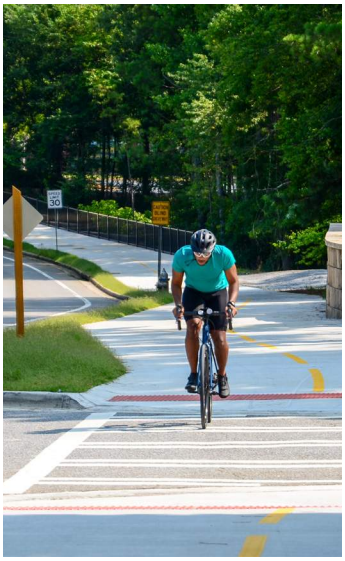
Augusta University, Perimeter Road, *Project Principal & QA/QC*

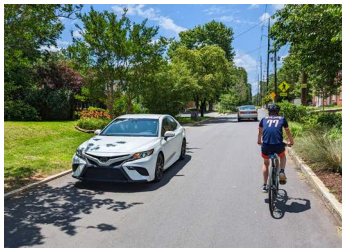
Athens-Clarke County, On-Call Engineering Services, *Project Principal*

References for PM and Key Staff are included on the project descriptions on pages 6 through 10 and the reference form on page 28.









Availability / Workload Capacity

The table below summarizes the Pond team's current project commitments. Total potential workload may change over the course of the project as existing commitments are completed and additional projects are assigned. Rest assured, our team is fully committed to this project's success and meeting the schedule outlined in the RFP. Upon selection for the proposed project, Pond will incorporate this project's staffing needs into existing backlog and maintain the resources needed to complete this project throughout the duration.

Pond currently employs 650+ staff firmwide, and has maintained this workforce size for several years. Through proactive project planning, which identifies milestone dates through the entire project, we can keep the project moving if an employee is out of office for a period of time (ie., vacation or illness). Our leadership structure has multiple layers—Project Manager (Richard Fangmann) and Deputy Project Manager (Wade Carroll) —providing redundancy.

Employee	Firm	Role	Project	Hrs/ Week	End Date
Wade Carroll	Pond	Deputy Project Manager	Hinesville MTP Update	4	8/1/2025
			VLMPO MTP Update	2	8/1/2025
			Stonecrest Freight Cluster Plan	4	9/1/2024
			ARTS Regional Freight Plan	3	9/1/2024
			DARTS MTP Update	3	9/1/2024
Richard Fangmann	Pond	Project Manger	Gwinnett County CTP	8	12/31/2023
			Lawrenceville Comp Plan/CTP	3	11/30/2023
			Hinesville Transportation Plan	3	10/31/2024
			Howell Mill Road Complete Streets CA Services	4	11/30/3023
Kat Maines	Pond	Land Use Connectivity	Tara Blvd LCI	8	12/31/2023
			City of Tucker, Lawrenceville Hwy	4	4/30/2024
			Fairburn LCI Application	5	1/31/2024
Zach Puckett	Pond	Design & Countermeasure Considerations	Dunwoody N Peachtree	3	1/31/2024
			Douglas County I-20 at Post Rd	4	3/31/2024
			Duluth-Rivergreen Traffic Study	7	2/28/2024
			Tyrone Roadway Resurfacing	3	3/31/2024
Matt Flynn	Pond	Safety Analysis	Lexington Highway Safety Screening	5	11/30/2023
			SR 15 Traffic Engineering Study	4	12/30/2023
			Project Frasier Industrial DRI	5	11/20/2023
			Gwinnett Comprehensive Transportation Plan	3	12/31/2023
Andrew Kohr	Pond	Project Advisor	Blueprint 2.0	2	12/31/2023
			Lenox Road Phase 3	4	9/30/3035
			Tara Boulevard LCI Study	1	5/31/2024
Sayre Brennan	Pond	Zoning Lead	Gwinnett County CTP	6	12/31/2023
			Lawrenceville CP/MTP	4	11/30/2023
			St. John's County PI	2	12/31/2023
			HAMPO MTP	2	3/31/2024

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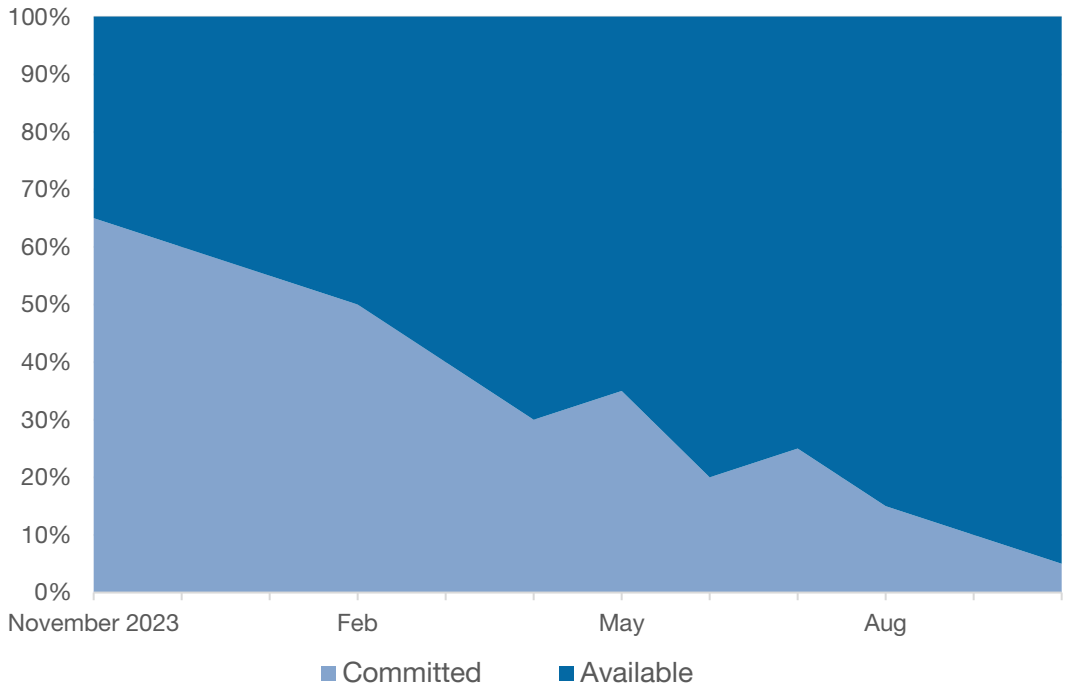
Employee	Firm	Role	Project	Hrs/ Week	End Date
Rebecca Hester	Pond	Quality Program	Stonecrest Transit Hub	4	2/28/2024
			Transit Marketing	15	Ongoing
Chris Cannon	Urban Trans		Atlanta Region Freight Mobility Plan	8	8/30/2024
			The Stitch	8	2026
			CID Expansion	8	1/30/2024
			Shift your Ride Travel Options	4	3/30/2024
Demian Miller	Benesch		Manatee County Mobility Plan	8	10/31/23
			St. Johns County Mobility Plan	8	5/30/24
			HART Arteria BRT Design	4	6/30/24
			FDOT D2 Community Traffic Safety Team Support	4	9/15/26
			Sarasota-Manatee MPO LECOM Mobility Study	2	6/30/24

At Pond, we constantly forecast our workload, looking forward a minimum of six months to assign projects, guarantee staffing, and to inform hiring practices so that all of our deadlines can be met. Our Project Managers meet weekly to coordinate workloads and shift schedules to keep staff on projects and when one schedule changes, we can shift staff to expedite another. We work hard to ensure proper staffing so we can meet and exceed our client's deadlines.

Our current availability for our key staff is shown to the right. It tabulates our team's staff hours committed to existing projects projected over time. The chart reflects the team's decreasing backlog and higher availability percentage following the anticipated NTP.

As depicted in our organizational chart and resumes the Pond team is staffed appropriately for this endeavor. Our entire team is accessible to the County for all needs, and every one of us is typically within a 60 minute or less drive to the site or County offices.



REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

V. SUBMITTAL INSTRUCTIONS:

PHASE 1 - SELECTION OF FINALISTS

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions.

This "SUBMITTAL INSTRUCTIONS" page and all the items listed below are required to be completed and included as part of this solicitation and your submittal:

Please indicate by placing an ☒ in the box next to the items that are included in your submittal.

- ☒ **Appendix A:** Information and Addenda Acknowledgement Form
- ☒ **Appendix B:** Non-Influence and Non-Collusion Affidavit
- ☒ **Appendix C:** E-Verify Affidavit
- ☒ **Appendix D:** References*
- ☒ **Appendix E:** Acceptance of County' Standard Professional Services Agreement**
- ☒ **Appendix F:** Suspension, Debarment and Litigation Affidavit
- ☒ **Certifications, Licenses or Registrations:** as required by law and/or as requested.
- ☒ **Insurance:** Evidence of/ability to provide Insurance at the limits identified herein,***

NOTE: PHASE - 1 actions and deliverables will be SUBMITTED VIA BIDNET.

This project is funded by the Federal Highway Administration (FHWA). All Phase 1 documents listed above are required to be submitted with complete and accurate information.

Notes:
*The County reserves the right to contact not only those references provided, but may also use previous performance for the County, other contacts it identifies, and other sources of information believed to be viable to evaluate capability, viability and performance.
**If Acceptance of County's Standard Agreement is checked, all work/items defined herein are to be quoted according to these requirements. Copies of these agreements can be located at the County's Procurement web page.
***Insurance levels requested are those identified in the County's Standard Agreement, section "I."

Richard Fangmann
REPRESENTATIVE'S NAME

Richard Fangmann
REPRESENTATIVE'S SIGNATURE

10.16.2023
DATE:

APPENDIX "A"

Solicitation # and Title

INFORMATION & ADDENDA ACKNOWLEDGEMENT FORM

Pond and Company
Name of Company

3500 Parkway Ln #500, Peachtree Coreners, GA 30092
Address - City, State and Zip Code

Wade Carroll, Director of Community and Transportation Planning
Name & Title of Primary Contact (for proposal clarifications/questions)

404.566.1033
Phone of Primary Contact

Wade.Carroll@pondco.com
Email of Primary Contact

Addenda Acknowledgement: Proposer acknowledges receipt of the following addenda (as applicable):

Addendum Number:	01	Date:	10.12.2023
Addendum Number:		Date:	
Addendum Number:		Date:	
Addendum Number:		Date:	
Addendum Number:		Date:	

No Addenda Issued _____

Proposer's Signature

10.16.2023
Date

APPENDIX "B"

_____
Solicitation # and Title

NON-COLLUSION AFFIDAVIT

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Qualification/bid/proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Qualification/bid/proposal, and neither the approximate budgets nor approximate amounts in this Qualification/bid/proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Qualification/bid/proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Qualification/bid/proposal, or to submit any intentionally high or noncompetitive Qualification/bid/proposal or other form of nonresponsive Qualification/bid/proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Qualification/bid/proposal.

I state that Pond and Company understands and acknowledges that
(Name of Company)
the above representations are material and important and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Qualification/bid/proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Richard Fangmann
Signature

10.16.2023
Date

Richard Fangmann
Printed Name

Vice President
Title

Sworn to and subscribed before me this 16 day of October, 2023

Megan Elliott
(Notary Public)

MEGAN TAYLOR ELLIOTT
Notary Public - State of Florida
Commission # HH 214860
My Comm. Expires Jan 10, 2026
Bonded through National Notary Assn.
[SEAL REQUIRED]

My Commission Expires: January 10, 2026

APPENDIX "C"

Solicitation # and Title

E-VERIFY AFFIDAVIT

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 engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the 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 agrees that it will continue to use the federal work authorization program throughout the contract period, and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1624474
Federal Work Authorization User ID Number
(4-7 digits, not FID or EIN)

01.08.2021
Date of Authorization

Pond and Company
Name of Contractor

Safe Streets for All (SS4A) Action Plan
Name of Project

Cherokee County Board of Commissioners
Name of Public Employer

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

Executed this 16 day of October 20 23

in Jacksonville (City), FL (State).

Richard Fangmann
Signature of Authorized Officer/Agent

Richard Fangmann
Printed Name of Authorized Officer/Agent

Vice President
Title of Authorized Officer/Agent

NOTARY: Subscribed and sworn before me on this 16 day of October, 20 23

Megan Elliott
NOTARY PUBLIC SIGNATURE

MEGAN TAYLOR ELLIOTT
Notary Public - State of Florida
Commission # HH 214860
My Comm. Expires Jan 10, 2026
Bonded through National Notary Assn.

[NOTARY SEAL]

My Commission Expires: January 10, 2026

APPENDIX "D"

Solicitation # and Title

REFERENCES

1. Company City of Albany

   City/State Albany, GA

   Contact Name Tanner Anderson, Planner II

   Phone/Email 229.302.1843 | taanderson@albanyga.gov

2. Company Cherokee County

   City/State Cherokee County, GA

   Contact Name Jim Wilgus, SPLOST Roadway Project Manager

   Phone/Email 770.721.7818 | jawilgus@cherokeega.com

3. Company Cherokee County

   City/State Cherokee County, GA

   Contact Name Kevin Turner, Deputy Director

   Phone/Email 678.493.6107 | jkturner@cherokeega.com

4. Company City of Woodstock

   City/State Woodstock, GA

   Contact Name Niwana Ray, Senior City Planner

   Phone/Email 770.592.6000 | nray@woodstockga.com

5. Company Ocala/Marion County TPO

   City/State Ocala/Marion County, FL

   Contact Name Ken Odom, Transportation Planner

   Phone/Email 352.629.8297 | kodom@ocalamariontpo.org

APPENDIX "E"

_____
Solicitation # and Title

ACCEPTANCE OF COUNTY AGREEMENT

The Contract used for this solicitation will be the County's standard ☑ Professional Services Agreement ("PSA"), ☐ Construction Services Agreement ("CSA"), ☐ Architectural & Engineering Services Agreement("AESA"), or ☐ Purchase Order ("PO").

Using this form, please indicate either the willingness to sign the Contract included in the solicitation, as is, upon award and/or recommendation of award or list all exceptions. This form is to be filled out, signed and returned as part of a responsive qualification/bid/proposal. The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors). Any exceptions or modifications may be considered during evaluation and may result in rejection of the qualification/bid/proposal or a lower score. Such a determination shall not be a cause of action by the bidder/proposer against Cherokee County.

If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the qualification/bid/proposal; no exceptions or modifications to the contract will be considered after qualification/bid/proposal review by the County (i.e. after the opening). All exceptions to the County's contract must be listed on the provided form as only those exceptions listed on the form provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration.

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

RF ☑ I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project, I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within five (5) business days.

OR

_____I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS**:

_____

_____

_____

Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.

I CERTIFY that the above information is true and correct.

Signed: Richard Fangmann Date: 10.16.2023

Printed Name & Title: Richard Fangmann, Vice President

APPENDIX "F"

_____
Solicitation # and Title

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters Primary
Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department oragency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name Pond and Company

Date 10.16.2023

By Richard Fangmann, Vice President
Name and Title of Authorized Representative

Richard Fangmann
Signature of Authorized Representative

SBA Form 1623 (10-88) Federal Recycling Program Printed on Recycled Paper

This form was electronically produced by Elite Federal Forms, Inc.

Certifications, Licenses or Registrations

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State

State Board of Registration for Engineers / Land Surveyors
Engineer Firm
LICENSE NO. PEF000802

Pond & Company
3500 Parkway Lane
Suite 500
Norcross GA 30092

EXP DATE - 06/30/2024
Active

2468927

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Pond & Company
120 S Central Ave
Suite 350
Clayton MO 63105

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Board of Registration for Engineers / Land Surveyors
Engineer Firm

LICENSE NO. PEF000802
Pond & Company
3500 Parkway Lane
Suite 500
Norcross GA 30092

EXP DATE - 06/30/2024
Active

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Pond & Company, Inc.
3500 Parkway Lane
Suite 500
Peachtree Corners GA 30092 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	XL Specialty Insurance Co	37885
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:	Allied World Surplus Lines Insurance Co	24319
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570096992570 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CGD740998403	12/31/2022	12/31/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAH740998503	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Medical Payments Lia	$5,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			CUP0W00579222NF	12/31/2022	12/31/2023	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWG740998403	12/31/2022	12/31/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
D	Archit&Eng Prof			03123252 Prof Liab - Claims Made SIR applies per policy terms & conditions	12/31/2022	12/31/2023	Each Claim Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of insurance only.

CERTIFICATE HOLDER

Pond & Company, Inc.
3500 Parkway Lane
Suite 500
Peachtree Corners GA 30092 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570096992570

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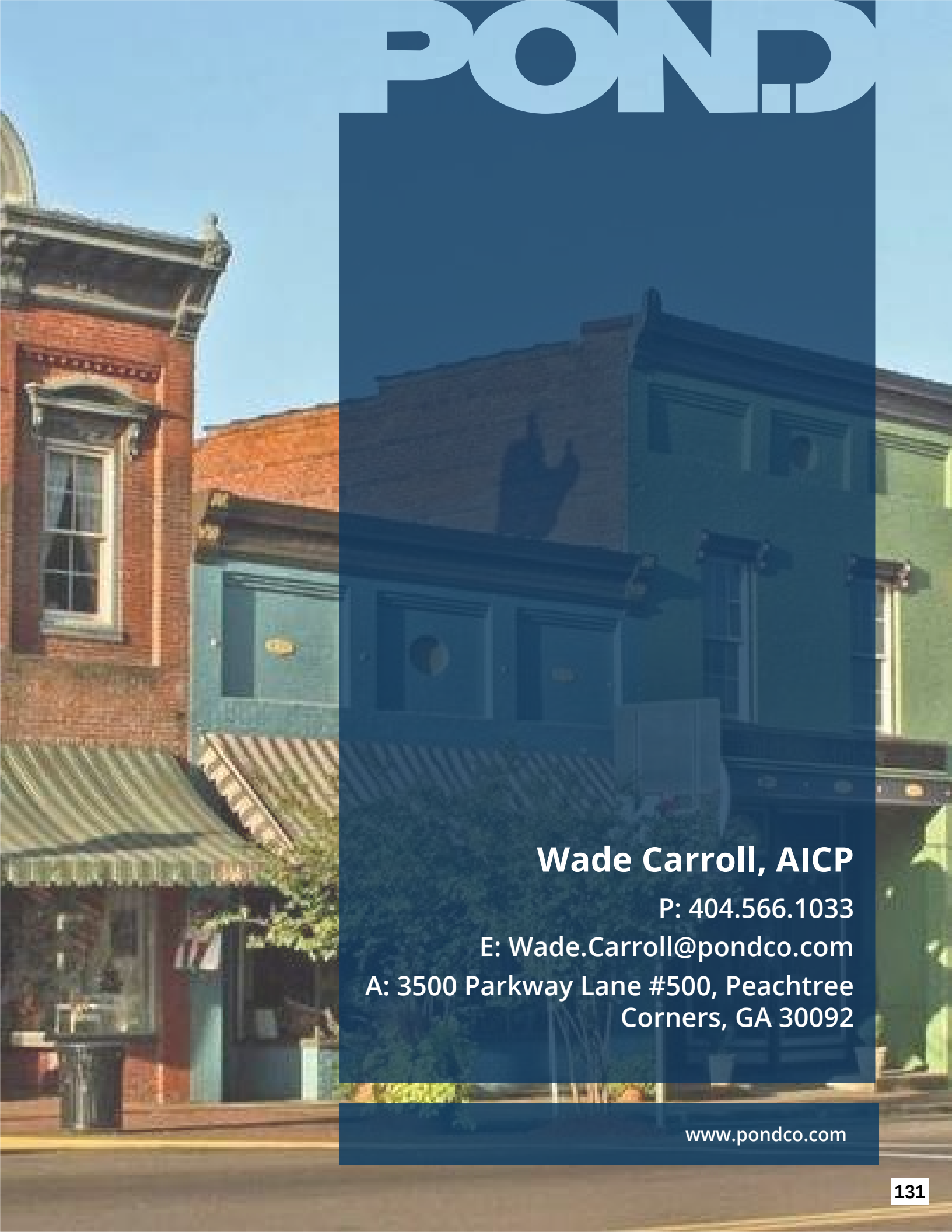
ACORD 25 (2016/03)



Wade Carroll, AICP

P: 404.566.1033

E: Wade.Carroll@pondco.com

A: 3500 Parkway Lane #500, Peachtree Corners, GA 30092

www.pondco.com

RFQ/P #2023-045

Cherokee County, GA

Safety Action Plan - Phase II

December 20, 2023

December 20th, 2023

Purchasing Department
Cherokee County Board of Commissioners
1130 Bluffs Pkwy
Canton, GA 30114

RE: Phase II - Request for Qualifications #2023-045 Safety Action Plan for Cherokee County

Dear Members of the Evaluation and Selection Committee,

On behalf of Pond and Company and our partners, Benesch and UrbanTrans, I am pleased to offer this proposal for the Cherokee County Safe Streets and Roads for All (SS4A) Action Plan. The Pond team has a proven history of developing safety-related solutions, crafting community-focused systemwide safety strategies, and developing outreach strategies tailored for specific communities for community and transportation plans throughout the Southeast.

The Pond team understands that safety goes well beyond roadway design. After all, design standards were developed more for efficiency in design and construction than for safety. As demonstrated within, the cornerstone of the Pond approach is integrating local context and community character into the project development process to develop cost-efficient solutions throughout Cherokee County. Furthermore, the Pond team serves to:

- Develop the foundation for a long-term, community-driven safety action program.
- Implement a proactive approach that goes beyond investigating traditional data sources.
- Focus on quick wins by integrating safety countermeasures into ongoing and programmed projects and prioritizing low-cost countermeasures.
- Integrate opportunities for equitable solutions through our outreach and data collection processes.

I am pleased to act as your Project Manager for this proposal. Through my previous experience in managing the development of community and regional transportation plans throughout the Southeast, I am uniquely qualified for this role. In addition, the Pond team has led several safety audits and works to integrate safety features into all our design initiatives.

The team is supported by other thought leaders in their respective fields for specific tasks:

- **Benesch –** A well-established engineering firm to integrate best practices into the Pond approach. Benesch has a proven track record for developing policies for FHWA, Florida DOT as well as leading safety action plans and policies for MPOs and local governments throughout the Southeast.
- **UrbanTrans –** A DBE firm currently leading high-profile initiatives in the Atlanta region that also provides the team with national Vision Zero planning experience.

I look forward to providing the framework for safe transportation in Cherokee County for years to come.

Sincerely,

Wade Carroll, Project Manager
Wade.Carroll@pondco.com

Richard Fangmann, Vice President
Richard.Fangmann@pondco.com

Table of Contents

1. Understanding of Project & Unique Technical Approaches
2. Unique Challenges & Mitigation
3. Innovative Ideas for Public Outreach
4. Specific Qualifications, Skills, and Knowledge
5. Quality Control, Quality Assurance Procedures
6. Project Schedule
7. Detailed Project Approach

16
Offices Worldwide

650+
Professionals Ready To Serve

12
County Transportation Plans

18
Corridor & Intersection Plans

5
MPO Regional Transportation Plans

4
Municipal Transportation Plans

"When the final recommendations and implementation plan was presented to the community there, was broad agreement with the findings. We anticipate that the CTP will be very helpful in guiding our transportation decision making in the years to come."

-Genetha Rice-singleton, Rockdale County CTP Update (completed 2018)

WE EARN THE TRUST THAT
SETS US APART.

Understanding of Project & Unique Technical Approaches

The Safe Streets and Roads for All (SS4A) Notice of Funding Opportunities (NOFO) clearly states the required components of an SS4A Action Plan. In reviewing the RFP and the overall objectives set forth by Cherokee County for the Action Plan, the SS4A requirements will be met by meeting those objectives. However, even with the required elements being addressed, the FHWA has provided local governments flexibility to develop comprehensive safety action plans that specifically suit the needs of their communities and support their overall goals and vision.

The Pond approach to SS4A goes well beyond the minimal requirements of the SS4A program to best suit the needs of Cherokee County. The following highlights the key elements of our approach:

Integrating Community Context – The Pond approach to SS4A Action Plans goes well beyond assessing hot spots, analyzing crash data, and applying safety countermeasures based on best practices. While these are important items, the Pond team recognizes that safety is impacted by more than just the roadway. Safety is profoundly impacted by the character of the areas they serve. Before creating a safety action plan, it is crucial to understand the environment in which it will be implemented thoroughly. This includes surrounding land uses, geographical features, traffic patterns, road configurations, pedestrian usage, and historical crash data. A key component of the baseline conditions will be to review the Comprehensive Plan for Cherokee County and its communities to identify the desired character of the areas along key transportation corridors and the overall vision that safety projects need to foster. Pond has a team of traffic engineers, transportation planners, land use and zoning professionals, and landscape architects that will actively work for community-based safety solutions along the County's corridors and activity centers.

Downtown Woodstock is a notable activity center where a community-based safety strategy will be needed.

Developing a Permanent Program for the Safe Systems Approach

The SS4A Action Plan presents an opportunity to build a stronger Vision Zero program that truly integrates the Safe Systems Approach. The Pond approach will develop recommendations for effective public awareness programs based on best practices in keeping with the FHWA Safe System Approach by working to influence human behavior and perspectives away from the transportation network. For example, examples of how the Pond team seeks to address all the cornerstones are shown below.

Safe Road Users

The Pond approach calls for coordination with local law enforcement, non-profits, and other community groups to educate the public about responsible road use and safe driving behaviors.

Post-Crash Care

The Pond approach will identify first-mile transportation deficiencies.

Safe Vehicles

The Pond approach will explore best practices for promoting seat-belt use, educating citizens on the benefits of vehicle maintenance, and heightened enforcement of headlight and tail-light infractions.

Safe Speeds

Based on crash data analysis, the Pond approach will recommend treatments that slow down drivers as appropriate.

Safe Roads

Given the diversity of land uses within Cherokee County, the Pond team will identify several countermeasures that are appropriate for urban, suburban, and rural environments to identify several low-cost treatments that can be funded through SS4A Implementation Grants.

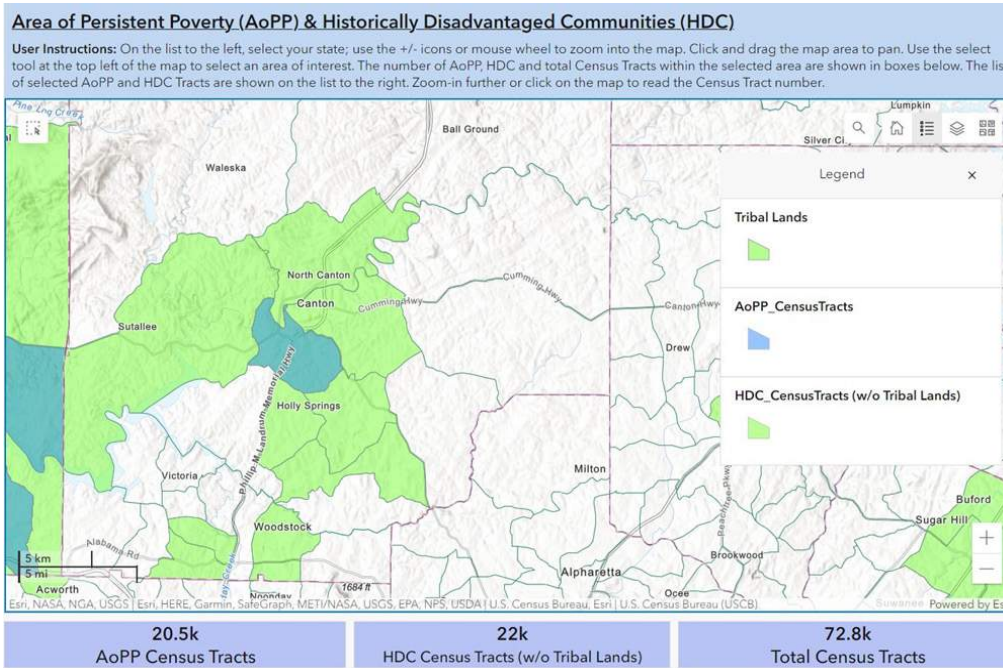
Implementing a Proactive Approach – A cornerstone of the Pond approach is being proactive in our data collection and outreach efforts. While historical crash data is useful for identifying predictive behavior concerning auto crashes, they represent system "failures" of the network and its users in the past tense. Furthermore, because they are infrequent, crash data is not nearly as predictive for bicycle and pedestrian crashes. One way of doing so is through our online survey to ask participants about near-miss crash locations they have experienced throughout the County concerning auto, bicycle, and pedestrian crashes. Another means of proactive analysis will be through the utilization of ***Replica data***, which provides a much larger dataset of traveler behavior and profiles. Replica also Furthermore, Replica can help assess the progress of such initiatives by analyzing data and simulating various scenarios to achieve safer streets. Examples of Replica applications demonstrating its ability to gauge bicycle and pedestrian behavioral trends are shown below.

Example of Replica Applications - Bicycle Volumes and Crash Data

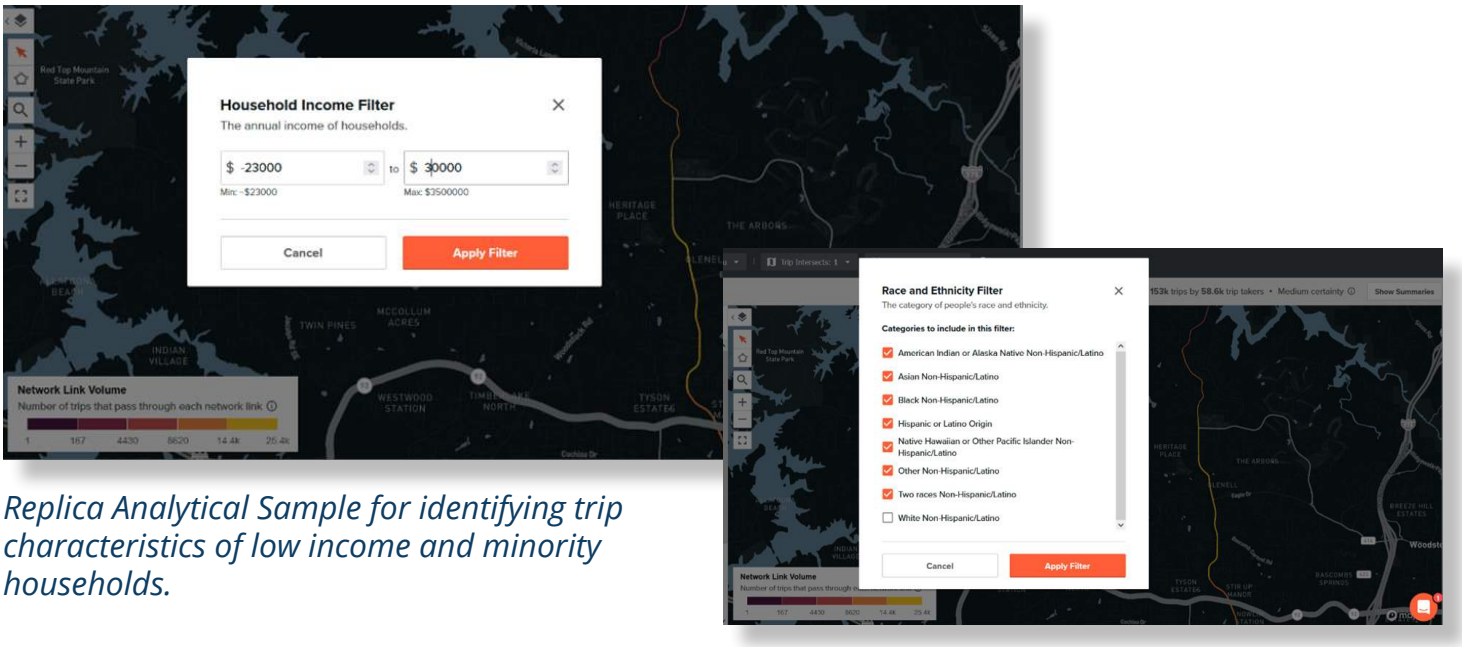
Example of Replica Applications - Pedestrian Volumes and Crash Data

Focus on Implementation – Another key element of the Pond approach is the development of SS4A Implementation Grant applications for the top-rated safety projects that surface from the prioritization process and community outreach. Furthermore, the Pond team will explore opportunities within the SS4A program for "demonstration projects" that "use quick-build strategies that inform permanent projects in the future with experimental techniques." The Pond team will also prioritize assessing projects already in the development phase for quick wins through design modifications to existing concepts and designs within the GDOT Statewide Improvement Program (STIP) to promote more opportunities for short-term projects within the work program. *The Pond approach also proposes developing Implementation Grant applications for the Action Plan's highest-rated projects to position the County for more immediate implementation.*

Ensuring Equitable Solutions – Historically disadvantaged populations typically experience deficiencies in infrastructure, such as inadequate lighting, and poorly maintained streets. These factors can contribute to higher crash rates. The Pond approach to the SS4A Action Plan integrates opportunities for equitable solutions through its outreach and data collection processes. The outreach program will be tailored to enhance participation from historically disadvantaged communities. As shown in the image, the distribution of Historically Disadvantaged Communities are within large Census tracts.



Given the need for more detail in this regard, the Pond team will utilize the Replica data to better identify trips from disadvantaged communities and identify safety trends specific to Cherokee County's Justice 40 communities. The images below represent an example of analytical options to identify low income and minority households.



Replica Analytical Sample for identifying trip characteristics of low income and minority households.

Unique Challenges and Mitigation

Challenges & Mitigation Strategies

One of the core challenges in developing a holistic SS4A action plan is the need to go beyond the parameters of a typical transportation study. The end result of this plan will be a program that involves developing policy for a number of stakeholders not typically involved in the transportation process. The following sections highlight how will address these inter-related challenges to deliverable an implementable plan.

Challenge #1	Mitigation Strategy for Challenge #1
Addressing a Wide Range of Goals	Include a Diverse Range of Stakeholders

As detailed in the Task 4.1 approach, the SS4A Plan will serve to establish a collection of individuals, organizations, or groups who have a vested interest in road safety that can contribute to the development, implementation, and success of the plan. The SS4A Plan and Vision Zero program need guidance from a committee that is well-rounded and considers various perspectives and expertise from a diverse range of stakeholders to foster a sense of ownership and collaboration, leading to better implementation and results. For the Cherokee County SS4A Action Plan, the initial list to be considered is as follows:

- The following representatives from Cherokee County and its communities:
    - Public works representatives to provide input on available funding, infrastructure programs, and other local infrastructure needs.
    - Public safety officials to provide input on safety problem areas, targeted interventions, and potential safety campaigns.
    - Planners and engineers to provide technical insights on designing safe road systems and improving infrastructure.
- Georgia Department of Transportation (GDOT) District 6 and the Federal Highway Administration (FHWA) to provide data and input into overall needs and strategies along the County's roadway network. GDOT coordination is paramount to the Plan's success, given that a significant amount of fatality and injury crashes occur along state roadways and funding capabilities.
- Atlanta Regional Commission.
- Emergency medical service providers within Cherokee County to help identify the most common types of injuries and inform strategies to reduce severe outcomes.
- Public health agencies such as health departments, health services, hospitals, clinics, and non-profit organizations.
- Educational institutions in the County to provide input into trouble spots for student bus and pedestrian issues as well as promote road safety education and awareness among students and parents.
- Business and corporations with a significant number of employees on the road, such as logistics and delivery firms, can play a role in promoting safe driving practices among their drivers.
- Minority community groups that represent traditionally underserved populations through Cherokee County to provide perspectives in their community regarding safety issues.

Challenge #2	Mitigation Strategy for Challenge #2
Developing a Long-Standing Program Beyond a List of Improvements	Identify Long-Lasting Policy Recommendations & Create Evaluation Tools

Policy Recommendations

As detailed in the Task 5 approach, the Pond team will develop a toolkit of policy recommendations to promote safety based on best practices. Sample policies/actions could include:

- Assess and evaluate posted speed limits countywide and work with partner agencies to develop a speed management program to address speeding concerns based on applicable data.
- Design or redesign streets and intersections to manage speeds as appropriate for the intended use and context of the roadway.
- Create and promote neighborhood-based programs that aim to lower traffic speeds.
- Explore the expanded use of speed feedback signs that also collect speed data to monitor speeds and evaluate the effectiveness of strategies.
- Program, fund, and conduct more high-visibility enforcement campaigns aimed at increasing awareness and compliance with safe speeds.
- Coordinate with emergency response on balancing traffic calming and speed management measures with response times.
- Provide grant-writing support to partner agencies for transportation safety-related project funding.

A set of potential policies will be vetted with local officials for their feasibility based on local resources to identify action items for the overall SS4A program. The Pond team will also provide an overview of best practices for coordination activities that will take place to help implement the action plan, including:

Education and Public Awareness	Enforcement and Legal Measures
This section will outline best practices on campaigns and educational initiatives to raise awareness about safe road behavior, the importance of obeying traffic laws, and promoting a culture of responsible driving and respect for all road users.	This section will discuss strategies for effective law enforcement, including targeting dangerous behaviors like speeding, distracted driving, impaired driving, and non-compliance with traffic laws.

Evaluation and Monitoring Procedures

Also detailed in the Task 5, the Pond approach to evaluation and monitoring the program will include:

- Regularly scheduled meetings of the Vision Zero Task Force to be formed from Action Plan stakeholders
- Annual comparison of crashes from a systemwide perspective
- Annual assessment of previously identified crash hot spots for trends
- Annual gauging of the effectiveness of safety projects implemented over the previous year
- Evaluation of media campaigns and their effectiveness
- Continuous opportunity for citizens to report safety issues
- Quantifying the number of programs promoting safety throughout Cherokee County

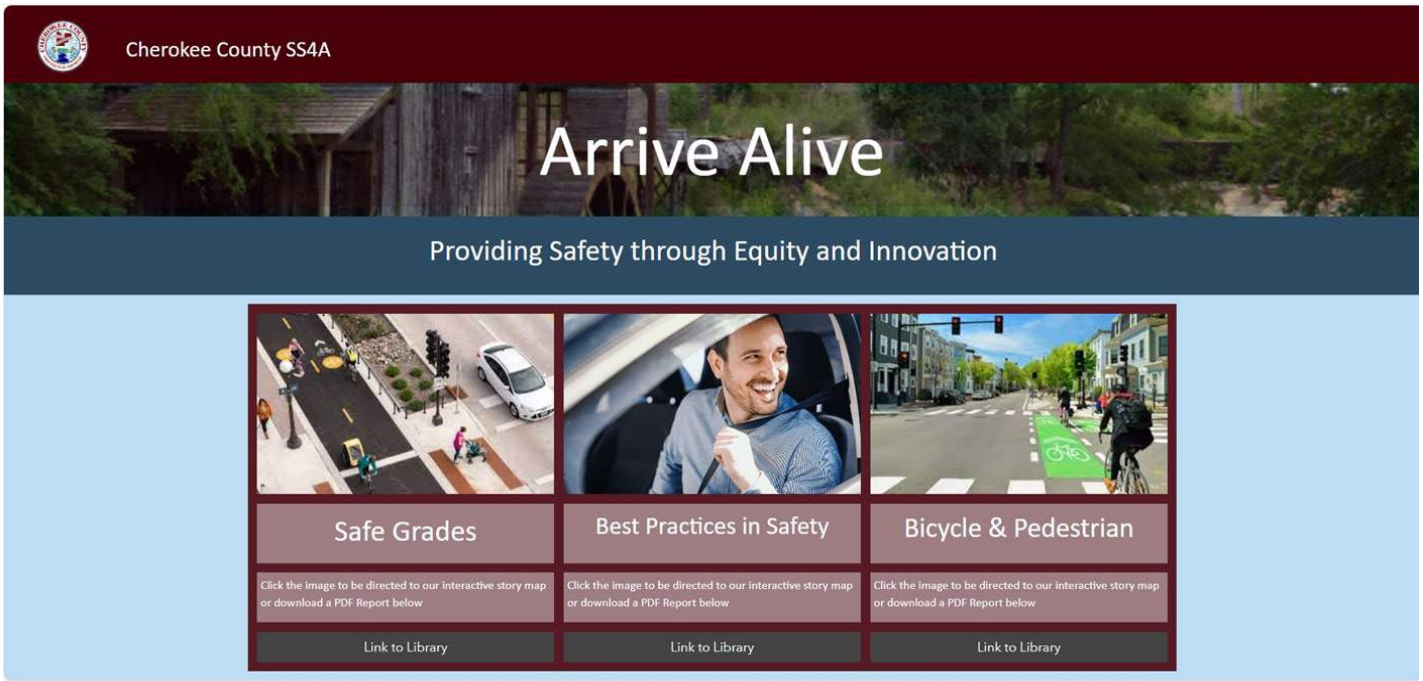
The results of this evaluation will be compiled into an annual report to be distributed throughout Cherokee County through traditional and social media sources. The Pond team will work closely with Cherokee County staff to finalize this process.

Innovative Ideas for Public Outreach

The Pond outreach strategy builds upon a phased approach developed to transition the SS4A Action Plan to an overall Vision Zero program for Cherokee County. As such, it combines traditional techniques typically associated with the planning process as well as more awareness campaigns and participation from those not typically involved with transportation planning, such as law enforcement, medical care providers, and public health agencies. Our approach fortifies that the Action Plan serves more as a community plan with long-term objectives rather than just a transportation work program focused on safety and the procurement of SS4A funding. More detail on the strategic milestones for these activities is provided in the Tasks 3 and 4 approaches within the Detailed Project Approach section of the proposal. The paragraphs that follow highlight some of our innovative approach items:

Developing the Vision Zero Program through Outreach - The Public Outreach and Stakeholder Coordination tasks detailed in our project approach are focused on gathering system user information, confirming the root of safety hazards, and developing safety recommendations that are in line with community perspectives. Therefore, all major outreach techniques, including public meetings, surveys, website updates, and media releases have been strategically organized to foster the process. As the SS4A Action Plan progresses, awareness of the Vision Zero program will gain more visibility as it begins to take shape.

In keeping with this mission, the Pond team will develop a website that serves initially serves the development of the Action Plan and transitions the community into the Vision Zero Program. Below is a prototype of the Vision Zero program landing page for Cherokee County to keep the community engaged with safety initiatives.



Increasing Access to Public Meetings - With regard to public meetings, the Pond team will seek input on validating needs and reviewing project recommendations. For both meetings, the following best practices will be executed:

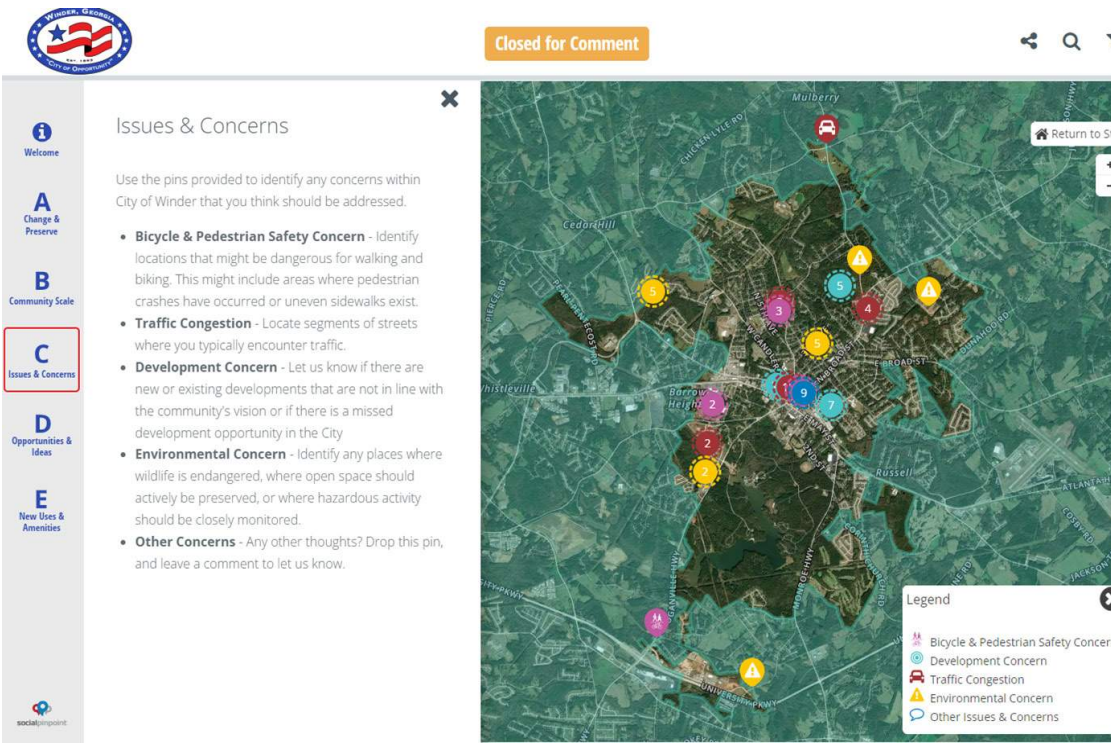
- *Early and Clear Communication:* Notify the public well in advance about the meeting's date, time, location, and purpose. Clearly communicate the objectives of the transportation safety action plan and how community input will be utilized. The meetings will be scheduled well in advance to allow multiple opportunities for public awareness of the meeting time, location, and purpose. The announcements will clearly disseminate the objectives of the SS4A Action Plan and how community input will be utilized. Our media strategy with Hispanic radio stations will be a key factor.

- *Language Accessibility:* Given the presence of Hispanic communities within Cherokee County, all advertisements for meetings will be distributed in Spanish as well as English. Furthermore, Spanish-speaking professionals will also be available at the public meetings to facilitate meaningful outreach from the Hispanic community.

- *Accessible Location:* The location of public open houses will be held at a location accessible to Justice 40 populations, as identified through the demographic analysis as part of Task 2.

- *Virtual Options:* For those not able to participate in person, a virtual option will be developed to present the information at the in-person event and provide input .

Informative Online Surveys - Social Pinpoint is a comprehensive online platform that Pond has used to build project websites, surveys, and, most importantly, interactive maps. In essence, the intent of the public engagement portal is to transform the educational and input elements of a traditional in-person meeting into a cohesive online environment. The increased Cherokee accessibility to project details and opportunities for engagement ensure the participatory planning process is effectively carried out. Virtual engagement methods had already become a standard component of the Pond approach to planning in the year leading up to the COVID-19 pandemic. Since then, Pond has successfully utilized the Social Pinpoint platform to complete over twenty-five projects.



The image to the right depicts an example of a Social Pinpoint engagement portal for the City of Winder Comprehensive Plan. The figure depicts an interactive map, where participants can provide vital insight and react to the plan as it is being developed. Our priority and standard practice is working with each client to customize their portal and tailor each component to be informative, navigable, and aesthetic.

Developing Media Guides – As previously stated, it is foreseen that the Vision Zero program will continue after the adoption of the Plan. Therefore, the Pond Team will provide a technical memo with guidance on future media releases to support Vision Zero activities. It is anticipated that media releases will continue to occur for events such as the following:

- *Safety Campaigns:* When launching safety campaigns and initiatives under the Vision Zero umbrella, media releases can help raise awareness among the public about the importance of safe driving behaviors, the use of crosswalks, and respecting speed limits, among others.

- *Infrastructure Improvements:* Announcements about road infrastructure improvements, such as the installation of traffic calming measures, redesigning high-risk intersections, or creating safer pedestrian and cycling infrastructure, should be communicated through media releases.

- *Law Enforcement Efforts:* Media releases can highlight law enforcement efforts to enforce traffic laws and promote safe driving practices. This could include updates on enforcement operations, DUI checkpoints, and measures taken to reduce distracted driving.

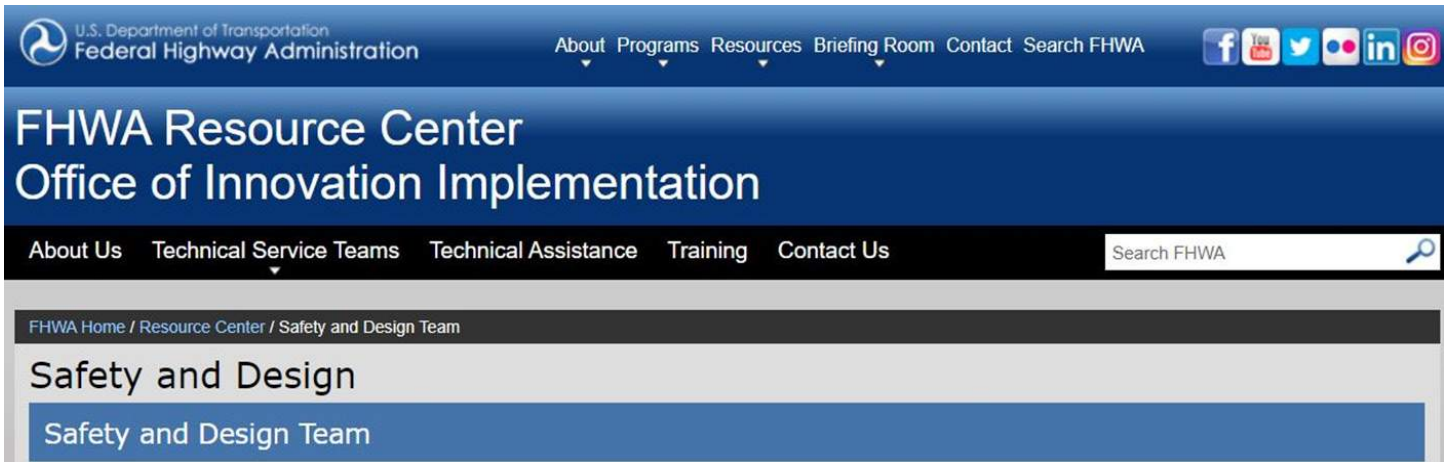
Specific Qualifications, Skills, and Knowledge

Combination of Local and National Experience

Pond has completed several successful safety-related analyses at both the systemwide and corridor levels throughout Georgia and the Southeast. This includes the SR 140 Corridor Study performed for Cherokee County. As such, we have a thorough knowledge of developing and implementing projects based on best practices. It is for this reason our general approach emphasizing community context plays to our strengths as a firm.

To complement our local planning, safety analysis, and work program development experience, Pond understands the need for a partner that has specifically developed Vision Zero programs for clients and understands all the outreach and coordination dynamics in building consensus around recommended projects and policies moving forward. Benesch represents our partner to ensure best practices.

Benesch staff assigned to the Cherokee SS4A Team have substantial experience not only in safety studies and strategic safety planning but also in safety program management and best-practice implementation. This includes service to FHWA's Highway Safety Resource Center in support of the Administration's Pedestrian and Bicyclist Focused Approach to Safety. As part of this work, Benesch staff have co-instructed workshops focused on designing for pedestrian safety, helped troubleshoot safety challenges, and provided input for state and local initiatives to develop safety action plans.

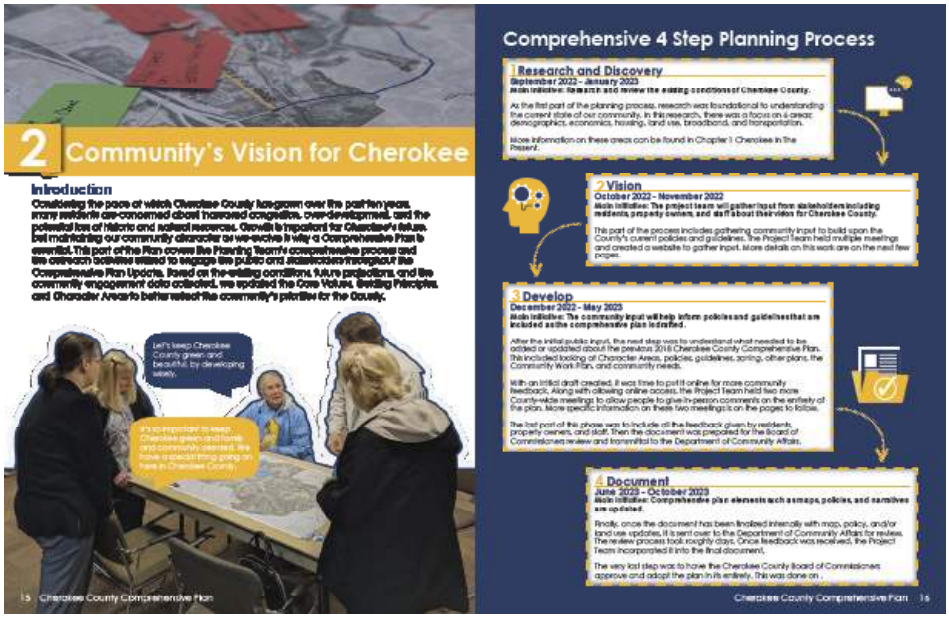


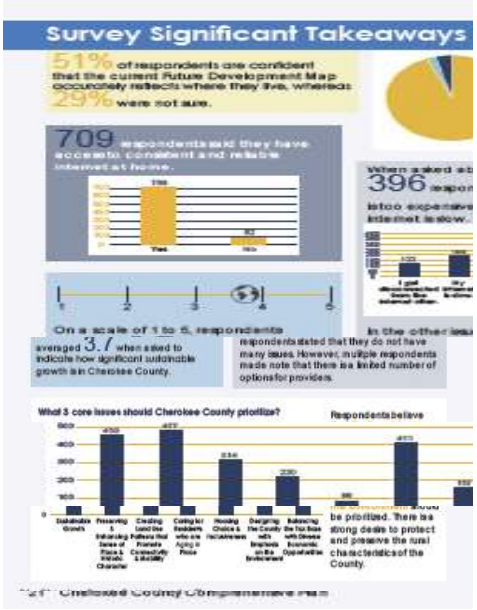
In addition to this national experience, Benesch has provided substantial safety policy support to Florida DOT, including the development of state guidance for safe routes to transit and the development of district-level policies governing road safety audits and consideration of pedestrian and bicycle facilities on state facilities.

Understanding of Cherokee Communities and Context

As noted within our Phase I submittal, Cherokee County selected Pond to assist with a Comprehensive Plan Update in 2022. This experience is critical to executing our context-sensitive approach to developing safety strategies. Through the development of the Comprehensive Plan, Pond gained great insight into community priorities. This effort involved planning and executing community workshops, collecting and analyzing existing conditions data, and creating a development scenario report for small areas within the County. The demographic profile was created to articulate the existing state of Cherokee County and to lay the foundation for the future vision. Pond told the story of the community by creating highly visual maps, charts, and graphs to explain this information, so it is easy to understand for all document users (*shown on the next page*).

Cherokee County Comprehensive Plan - previously completed by Pond.





The process of creating this document included a robust community engagement effort, including four Pond-led consensus-building community workshops, an online survey, and the Social Pinpoint online interactive mapping tool. The workshops and online interactive mapping tool gave the community an opportunity to call out specific locations to change and preserve and to identify appropriate community scale throughout the County.

Ability and Willingness to Meet Time Requirements

We recognize that the ability to meet this project's proposed schedule is one of the key factors in selecting your consultant. As our references can attest, Pond Team has a proven record of performance, delivering similar projects on time, and has staff available to lead this effort with over 650 staff firm-wide. We included the proposed project schedule below in our Phase 1 submittal to demonstrate both our understanding of the project and our ability to meet this project's milestones based on our current assignments; it also illustrates how we will incorporate all elements of the approach described within.

Quality Control, Quality Assurance

QC/QA Procedures

At the start of a project, a Project Management Plan (PMP) is developed to formally document the work plan. The PMP is an important tool for communication among team members and the client, and it is a critical first step toward mapping out a strategy for successful delivery. Potential Project Risks are identified in the PMP along with proposed mitigation strategies to minimize the possible impacts to schedule or budget. For Planning projects, risks often include considerations such as stakeholder issue or sensitivity to messaging. Similarly, Planning projects can often fail or succeed by their chosen methodology so risks and mitigation strategies are developed at the beginning of the project and included in the PMP. As a result, all team members are made aware of the issues and will be prepared to address them early in the Planning process where the cost, quality, and schedule impacts are smaller than allowing them to fester.

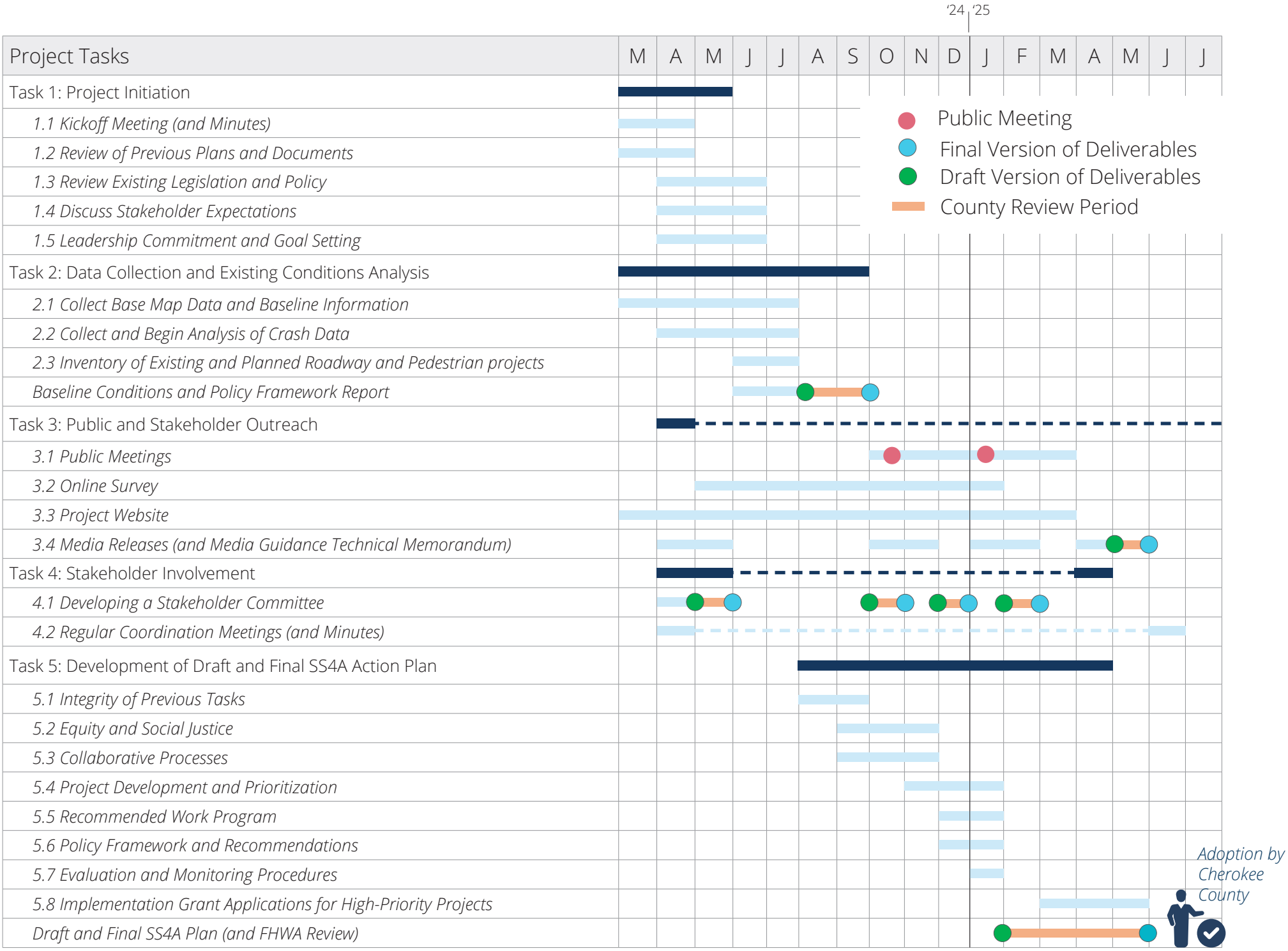
The submittal schedule is established in the PMP, which clearly blocks out dates for internal reviews to verify delivery of service. As shown in the schedule presented on the next page, we have provided several touch points to discuss the project, review draft documents, and engage various stakeholder groups.

Another key aspect of the PMP is identification of individual and team responsibilities for QA/QC. As PIC, James McNabb will be responsible for assigning appropriate people and resources to required quality control and assurance reviews and to ensure that the process is being followed in a timely manner. Corrective actions with staff are addressed through project meetings, and by checking/confirming that work has been revised as instructed. Rebecca Hester, a planner with a decade of experience, will facilitate the quality review process and coordinate with the staff assigned to review.

Project Schedule

The Pond team proposes a schedule with an anticipated adoption date of July 2025. As highlighted throughout the project approach, the schedule has been developed for outreach activities at key milestones and allows for adequate FHWA and internal review periods.

Full schedule shown on next page


'24
'25
Project Tasks
M A M J J A S O N D J F M A M J J
Task 1: Project Initiation
1.1 Kickoff Meeting (and Minutes)
1.2 Review of Previous Plans and Documents
1.3 Review Existing Legislation and Policy
1.4 Discuss Stakeholder Expectations
1.5 Leadership Commitment and Goal Setting
Task 2: Data Collection and Existing Conditions Analysis
2.1 Collect Base Map Data and Baseline Information
2.2 Collect and Begin Analysis of Crash Data
2.3 Inventory of Existing and Planned Roadway and Pedestrian projects
Baseline Conditions and Policy Framework Report
Task 3: Public and Stakeholder Outreach
3.1 Public Meetings
3.2 Online Survey
3.3 Project Website
3.4 Media Releases (and Media Guidance Technical Memorandum)
Task 4: Stakeholder Involvement
4.1 Developing a Stakeholder Committee
4.2 Regular Coordination Meetings (and Minutes)
Task 5: Development of Draft and Final SS4A Action Plan
5.1 Integrity of Previous Tasks
5.2 Equity and Social Justice
5.3 Collaborative Processes
5.4 Project Development and Prioritization
5.5 Recommended Work Program
5.6 Policy Framework and Recommendations
5.7 Evaluation and Monitoring Procedures
5.8 Implementation Grant Applications for High-Priority Projects
Draft and Final SS4A Plan (and FHWA Review)
Public Meeting
Final Version of Deliverables
Draft Version of Deliverables
County Review Period
Adoption by Cherokee County

Detailed Project Approach

Task 1 | Project Initiation

Deliverables

- 1.1 Kickoff Meeting
- 1.2 Review of Previous Plans and Documents
- 1.3 Discuss Stakeholder Expectations
- 1.4 Review Existing Legislation and Policy
- 1.5 Leadership Commitment and Goal Setting (Additional Subtask)

Task 2 | Data Collection and Existing Conditions Analysis

Deliverables

- 2.1 Collect Base Map Data and Baseline Information
- 2.2 Collect and Begin Analysis of Crash Data
- 2.3 Inventory of Existing and Planned Roadway and Pedestrian Projects

Task 3 | Public Involvement

Deliverables

- 3.1 Public Meetings
- 3.2 Online Survey
- 3.3 Project Website
- 3.4 Media Releases

Task 4 | Stakeholder Involvement

Deliverables

- 4.1 Developing a Stakeholder Committee
- 4.2 Regular Coordination Meetings

Task 5 | Development of Draft & Final Cherokee County, Georgia SS4A Action Plan

Deliverables

- 5.1 Integration of Previous Tasks
- 5.2 Equity and Social Justice
- 5.3 Collaborative Processes
- 5.4 Project Development and Prioritization
- 5.5 Recommended Work Program
- 5.6 Policy Framework and Recommendations
- 5.7 Evaluation and Monitoring Procedures
- 5.8 Implementation Grant Applications for High-Priority Projects

Task 1 | Project Initiation

1.1 - Kickoff Meeting

The project will be initiated with a kickoff meeting to discuss the overall Action Plan process. The discussion items for this meeting will include:

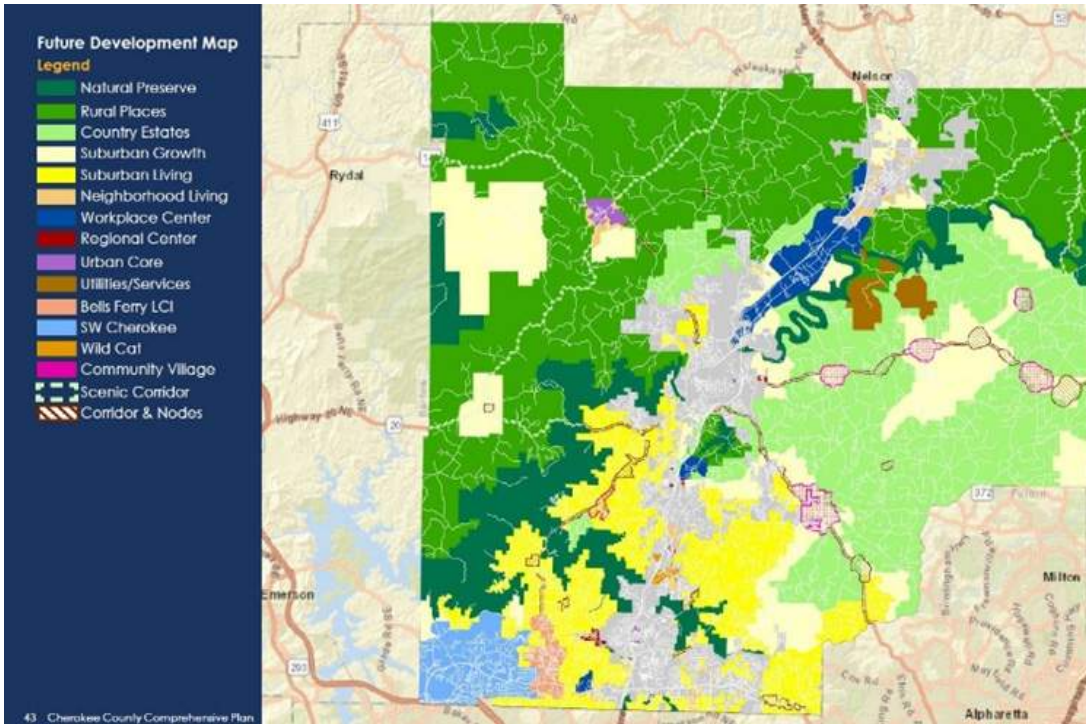
- Finalizing the Action Plan's scope, schedule, deliverables, and desired outcomes.
- Refining and finalizing Plan stakeholders and next steps for coordination.
- Confirm the datasets to be utilized for analysis.

It is foreseen that this initial meeting will take place at Cherokee County offices.

1.2 – Review of Previous Plans and Documents

An important step in developing a policy framework is reviewing relevant plans that influence safety, roadway operations, and potential safety solutions. For the Cherokee County SS4A, the Pond team will review the following documents for key recommendations that will be compiled and documented to form the baseline for analysis within the Plan:

- Cherokee County Comprehensive Transportation Plan (CTP) – Completed in 2022, the CTP will be reviewed to review community transportation priorities, historical crash data, planned and programmed improvements, previous outreach activities, and other relevant elements to the SS4A efforts.
- Cherokee County Comprehensive Plan – To align safety needs with the overall vision and context of the communities throughout Cherokee County.
- GDOT Statewide Transportation Improvement Program (STIP) – To identify priority projects that would be subject to review for appropriate safety countermeasures in project design.
- FHWA Safe SS4A Notice of Funding Award (NOFO) and relevant guidance – To ensure recommended FHWA practices are carried forward into the Action Plan and develop evaluation criteria to best position Cherokee County for SS4A Implementation Grants.
- GDOT Roadway Design Standards – To ensure GDOT design standards are being recognized during project identification and development.



- Peer Review of Safety Action Plans – To gather insight on best practices in developing Vision Zero, SS4A, or other safety action plans relevant to Cherokee County.
- Previous Corridor Plans – To help set the analytical framework for assessing context and safety issues along Arnold Mill Road, Bells Ferry Road, East Cherokee Road, SR 140, Trickum Road, and Old Highway 5.

1.3 - Discuss Stakeholder Expectations

During the initial outreach with Plan stakeholders to be conducted as Task 4.1, the Pond team will survey those contacted on their overall desired outcomes for the Action Plan. It is foreseen that this activity will reveal a variety of goals from different perspectives from the diverse list of stakeholders. The results of this exercise will be documented and included as a section of the overall SS4A Action Plan deliverable.

1.4 - Review Existing Legislation and Policy

In addition to the policy documents referenced in Subtask 1.2, the Pond team will also inventory county and ordinances that would influence safety throughout the County, including:

- Traffic calming policies that set standards and procedures for speed humps, chicanes, raised crosswalks, and/or narrowing of roadways to reduce vehicle speed.
- Roadway design standards that set parameters for roadways not maintained by GDOT.
- Complete Streets policies that promote more active transportation opportunities.
- Truck restrictions that restrict potential conflicts associated with commercial vehicles.
- Designated Safe Routes to Schools.

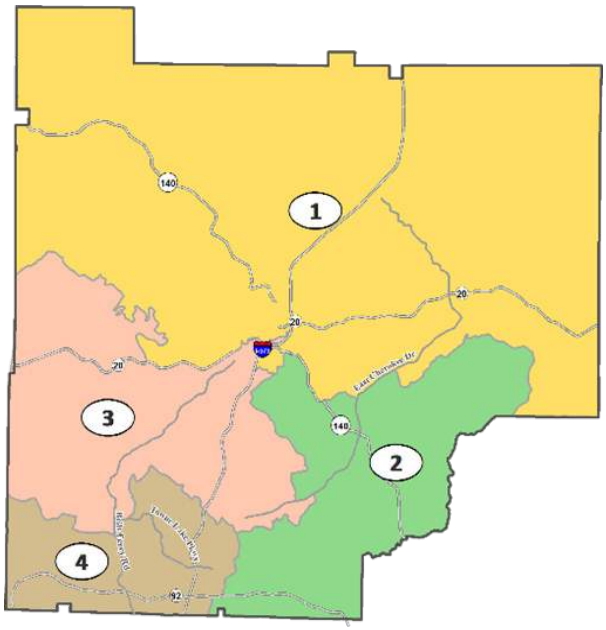
The subtasks 1.2 and 1.4 results will be documented and synthesized into a section for inclusion into the overall SS4A Action Plan deliverable developed in Task 5.

1.5 – Leadership Commitment and Goal Setting (Additional Subtask)

As noted in the SS4A Notice of Funding Opportunity (NOFO), "an official public commitment (e.g., resolution, policy, ordinance, etc.) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, MPO Policy Board, etc.) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

1. The target date for achieving zero roadway fatalities and serious injuries, OR
2. An ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

At the onset of the SS4A Plan, the Pond team will coordinate with County staff to develop a strategy for setting the goal for the SS4A Plan and, eventually, a Vision Zero Safety Program, with the Cherokee County Board of Commissioners.



Task 1 Deliverables

Task Leader/Proposed Responsibility: *Richard Fangmann & Wade Carroll*
Reviewer: *Richard Fangmann*
Initiation Date: *March 2024*
Planned Completion: *June 2024*
Assumptions: *Pond assumed the Board of County Commissioners will be ready to commit to goal setting early in the process.*

- **Kickoff Meeting Notes**
- **Stakeholder Expectations Technical Memorandum**
  (to be included as part of the SS4A Action Plan Deliverable)
- **Review of Relevant Plans and Policy Technical Memorandum**
  (to be included as part of the SS4A Action Plan Deliverable)

Task 2 | Data Collection and Existing Conditions Analysis

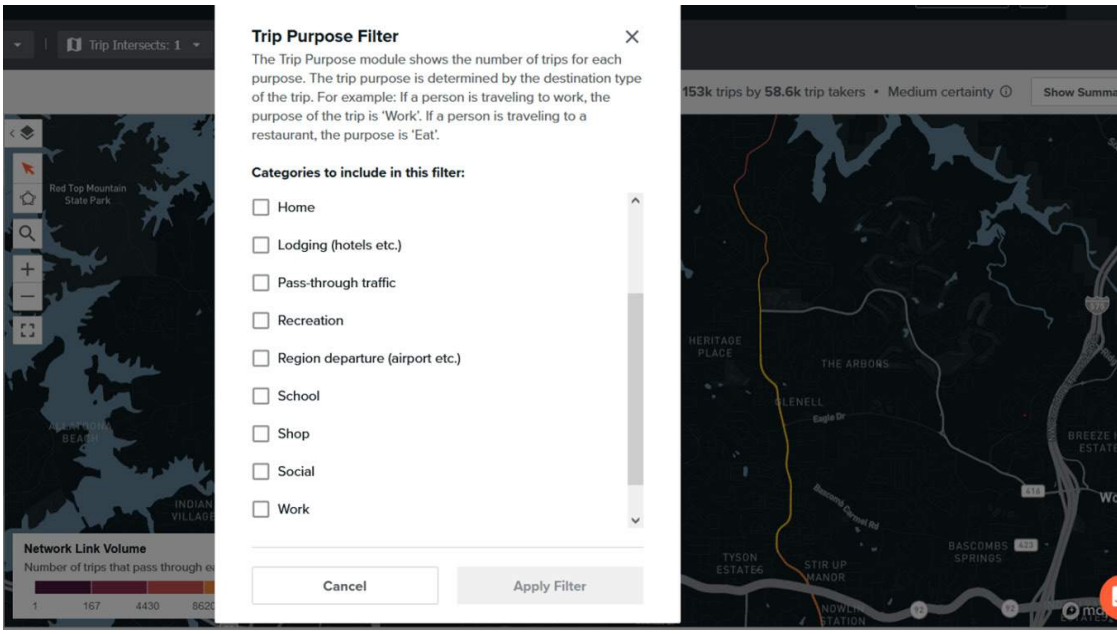
2.1 – Collect Base Map Data and Baseline Information

The first step in developing base maps is investigating previous plans for the region and gauging some of the views that have been developed for their attractiveness, readability, and effectiveness. Often these templates have already been vetted with County staff and area stakeholders. Nonetheless, we will also explore multiple templates and gauge which insets and focus areas will need to be added to show safety analysis results effectively.

For the SS4A plan, it is foreseen that multiple views will be needed to focus on specific areas in addition to Countywide views. These include town centers/activity nodes, high-crash corridors, bicycle and pedestrian corridors, trails, and Safe Routes to School routes around educational nodes. Pond has developed informative maps for hundreds of communities during the completion of regional transportation plans, corridor plans, countywide transportation plans, and subarea land use and transportation plans. Based on our experience, the following will be needed for base maps and baseline conditions that influence safety:

Needed Data Types	Anticipated Data Sources
Multimodal crash history	GDOT Numetric Data, GDOT GEARS Database
Roadway characteristics	GDOT Roadway Inventory
Vehicular Traffic Volumes and Travel Patterns	GDOT TADA Database, Replica, RITIS, GDOT Office of Planning
Active Mode Volumes and Travel Patterns	Replica
State of good repair/maintenance	GDOT and Local Government Public Works
Trails and sidewalks	Cherokee County, Local jurisdictions
On-street bicycle facilities	GDOT, Cherokee County, Local jurisdictions
Bicycle and pedestrian activity	Cherokee County, Replica
Demographics and vulnerable populations	US Census, USDOT, Atlanta Regional Commission, Replica
ADA Compliant Crosswalks (Where Available)	Local jurisdictions
Existing Land and Character Areas, Future Land Use	Local jurisdictions, Urban Footprint, Replica
Street lighting	Local jurisdictions
Bridges – sufficiency ratings, weight restrictions, and low bridges	GDOT
Schools, EMS (Police, Fire) facilities, and medical facilities	Local jurisdictions, Urban Footprint
Travel Demand Forecasts	GDOT Office of Planning
Truck routes & Prohibited routes – local, regional, state, and national	FHWA, State Freight Plan, local ordinances, zoning
Freight origin/destination patterns	Replica, RITIS, truck counts
Rail crossing locations and safety issues	FHWA, FRA Safety Map
Freight rail facilities – intermodal, bulk transfer, and carload	GDOT
Other intermodal facilities (air, port, and pipeline) if present	GDOT, USDOT, MARAD, U.S. Department of Energy
Locations of alternative fuel facilities – CNG, LNG, electric	U.S. Department of Energy, local government, stakeholders
ITS and Signalization	GDOT, local governments
Locations for potential growth	Georgia Department of Economic Development, Future Land Use Maps

As shown in the table on the previous page, Pond intends to use Replica data to supplement traditional data sources typically utilized in a safety analysis. Replica is an AI-powered urban planning tool developed by Sidewalk Labs, to which Pond has subscribed, that uses aggregated and anonymized data to create a digital model of a city and simulate various urban scenarios. Replica can analyze vast amounts of data related to traffic patterns, pedestrian movements, Cherokee Countywide hotspots, and other relevant information. Replica can analyze demographic data to identify areas with vulnerable populations, such as children, elderly individuals, or people with disabilities, who might be at higher risk on the streets. This information can guide the development of targeted safety measures. Above is a demonstration of its ability to identify trip purposes to identify the traveler characteristics along Bells Ferry Road.

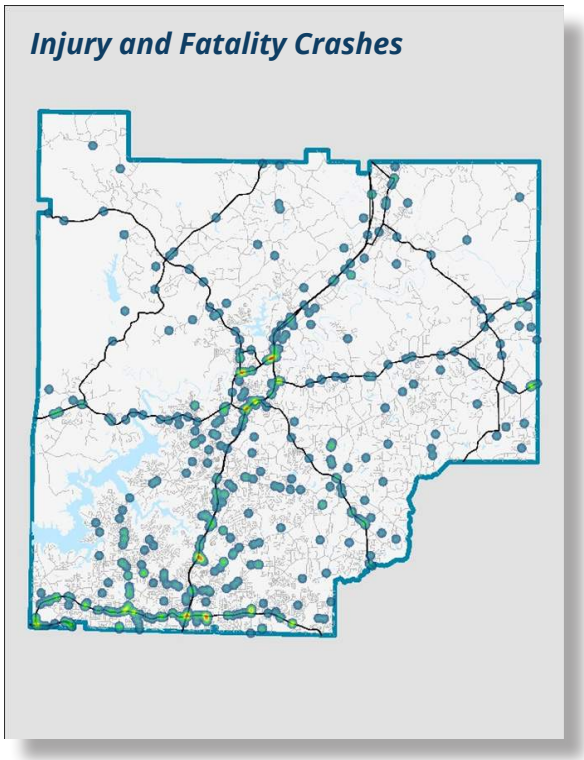


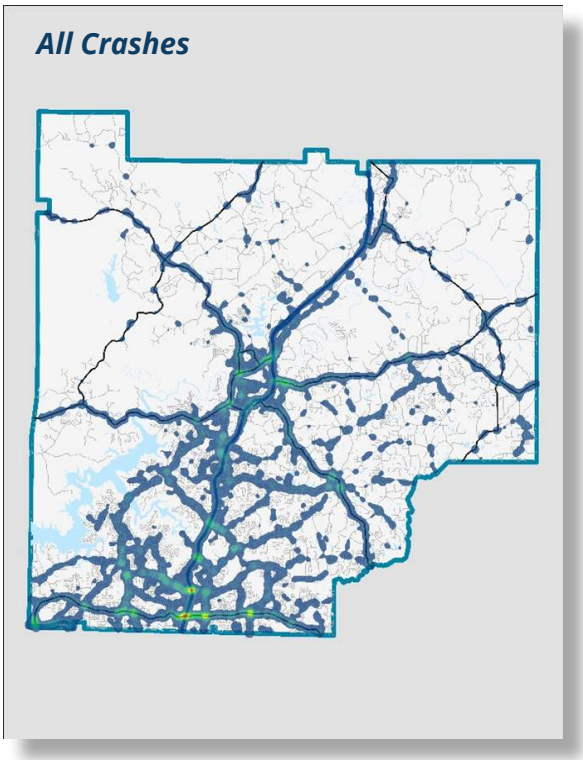
2.2 – Collect and Begin Analysis of Crash Data

As noted in the previous table, there primary data source to identify crashes by type, severity, and mode will be the GDOT Numetric Data Set. A summary of this data for Cherokee County is presented in the table below.

Crash Review Summary for Cherokee County, 2017-2021							
Crash Type	**K (Fatality Crash)**	**A (Serious Injury Crash)**	**B (Visible Injury Crash)**	**C (Complaint Injury Crash)**	**O (Property Damage Only Crash)**	**Total**	**Percentage of Total Crashes**
Angle (Other)	11	45	229	447	2,873	**3,605**	11.38%
Head On	5	48	99	127	318	**597**	1.88%
Left Angle Crash	11	66	374	650	1,922	**3,023**	9.54%
Not a Collision with Motor Vehicle	52	150	621	505	4,776	**6,104**	19.27%
Rear End	8	61	488	2,287	11,405	**14,249**	44.98%
Right Angle Crash	0	0	17	57	506	**580**	1.83%
Sideswipe-Opposite Direction	0	5	43	49	578	**675**	2.13%
Sideswipe-Same Direction	5	9	47	139	2,475	**2,675**	8.44%
Other/Unspecified	0	1	3	5	162	**171**	0.54%
Total	**92**	**385**	**1,921**	**4,266**	**25,015**	**31,679**	100.00%
Percentage of Total Crashes	0.29%	1.22%	6.06%	13.47%	78.96%	100.00%	
Pedestrian Crashes	11	19	46	25	21	**122**	0.39%
Bicycle Crashes	2	3	9	4	13	**31**	0.10%
Heavy Vehicle Crashes	10	14	103	153	1,066	**1,346**	4.25%

This data will be broken down to the corridor and subarea levels to diagnose trends and develop area-specific analysis that will inform appropriate safety countermeasures dependent on the overall character of these corridors or subareas. Pond has extensive experience in working with this data throughout its multiple planning activities throughout Georgia. The maps on the following page show the distribution of injury and fatal crashes and commercial vehicle crashes throughout Cherokee County for years 2017-2021 (five years). As shown, a much more granular look at data within the urbanized areas of the County as well as specific corridors, will be necessary to develop focused solutions for safety throughout the County.





2.3 – Inventory of Existing and Planned Roadway and Pedestrian Projects

The inventory of existing and planned roadway projects will be derived from a review of the following documents:

- GDOT District 6 Work Program
- Capital improvement programs of Cherokee County and local municipalities

While roadway projects can typically be found in County and GDOT documents, a review of more local sources is typically needed to inventory pedestrian projects. The results of this inventory will set the baseline of improvements that will be subject to evaluation in Task 5 based on the safety analysis and overall needed countermeasures.

Task 2 Deliverables

Task Leader/Proposed Responsibility: *Wade Carroll*
Reviewer: *Richard Fangmann*
Initiation Date: *March 2024*
Planned Completion: *September 2024*
Assumptions: *Pond assumes local data sources will be available as noted in the table in Subtask 2.1.*

- **Baseline Conditions and Policy Framework Report, that will include:**
  - Baseline Conditions:
    - Existing and Projected Roadway Conditions
    - Existing Roadway Volumes
    - Existing Truck Volumes
    - Pedestrian activity (Replica)
    - Bicycle activity (Replica)
    - Traveler Profiles (Replica)
  - Identification of High Crash Locations and Analysis of Crash Data for:
    - General Auto Traffic
    - Freight
    - Pedestrians
    - Bicyclists
  - Identification of Justice 40 Areas and Crash Trends for these areas
- **Baseline Conditions and Crash Analysis**

Task 3 | Public Involvement

3.1 – Public Meetings

The Pond team will organize two public information meetings at two primary milestones:

Meeting #1: Review of Baseline Conditions – The public will be presented with the results of the Baseline Conditions Analysis, which will include a: 1) overview of crash hotspots throughout the County, including an overview of severity, type, and cause; 2) crash history in historically underserved areas; and 3) Information on potential countermeasures for various crash types. Opportunities will be given to attendees to:

- Provide input on "near-miss" crash locations.
- Offer suggestions for appropriate countermeasures at specific locations based on their system user experience.
- Provide input for needed ADA pedestrian facilities and crosswalks.

Meeting #2: Review and Provide Comment on Draft Recommendations - The public will be presented with the draft safety projects and associated countermeasures that are recommended along with County's crash hot spots. This will include a prioritized list of improvements along with a cost-feasible Recommended safety and educational programs will also be presented. Opportunities will be given to attendees to provide feedback on the draft recommendations, work program priorities, and suggested educational and public awareness campaigns.

3.2 – Online Survey

In addition to targeted workshops, community participation will be supplemented by an online public engagement portal powered by Social Pinpoint.

The subject matter for the online surveys will be vetted with County staff and stakeholders; however, it is anticipated that input would be sought on:

- Safety hot spots
- Near crash locations
- Provide input for needed ADA pedestrian facilities and crosswalks
- Offer suggestions for appropriate countermeasures at specific locations based on their system user experience
- Project and policy recommendations, including the prioritized work program

3.3 – Project Website

The Pond team will develop a website that communicates the objectives of the SS4A plan and provides an opportunity for the public to provide input into the planning process. The Pond team will ensure the website is user-friendly, mobile-responsive, and accessible to people with disabilities.

The website content will be prepared by Pond and the website will be hosted on the Cherokee County web page and be developed as follows:

Shown on next page

INITIAL DEVELOPMENT - During the project initiation phase of the study, an initial home page will be developed that provides:

- An overview of the SS4A Action Plan, including:
  - Action Plan stakeholders and planning partners
  - Overall goal of the Plan
  - Description of tasks, project schedule, and project milestones
- Upcoming opportunities for input
- Contact information for the team

DATA UPDATES - This will occur during the development of baseline conditions. Updates to the website will include:

- Relevant data on roadway and pedestrian crashes
- Overview of Justice 40 populations in relation to crashes
- Information regarding safety countermeasures and best practices
- Opportunities for the public to provide input on safety needs via Social Pinpoint, E-mail, or an online form on the webpage on safety needs
- Updated opportunities for input (public meetings, pop-up events, etc.)

PLAN DEVELOPMENT - During the development of the plan recommendations, the following will be added to the site:

- Survey results from Phase 2 outreach
- Detailed profile of high-crash hotspots, including crash types and causes
- Opportunity for the public to provide input on their experiences at these hotspots via Social Pinpoint Surveys, E-mail, or an online form on the webpage
- Updated opportunities for input (public meetings, pop-up events, etc.)

PLAN COMPLETION - After the draft recommendations have been developed, the following will be added to the website to gather input and begin to inform the public on future efforts to improve safety throughout Cherokee County:

- Draft recommendations for review and comment via Social Pinpoint Surveys, E-mail, or an online form on the webpage
- Draft recommendations for policy, educational programs, and public awareness
- Links to educational materials and safety tips for drivers and pedestrians
- Following the adoption of the SS4A Plan, the project website will be converted into a Cherokee County SS4A (or Vision Zero) Program, website that will provide:
- Updates on project development, including SS4A Implementation Grant applications
- Updates on the overall SS4A program from FHWA
- Continuous survey mechanisms to continue to receive public input on emerging safety issues
- Safety Action Committee meeting schedule and notes
- Notification of safety related events
- Periodic updates reminding system users of safety best practices and/or areas of vulnerable users

Throughout this process, the SS4A Action Plan will transform from a planning effort to a Vision Zero Program to promote safety throughout Cherokee County for the foreseeable future.

3.4 – Media Releases

At the onset of the project, the Pond team will research media outlets currently utilized by Cherokee County and the municipalities within to serve as an original baseline. This list will be reviewed and, if necessary, expanded upon to include outlets that are accessed more by the underserved communities in Cherokee County. This will include Hispanic media outlets. As such, press releases will be published in Spanish as well as in English.

The schedule for media releases will follow that of the outreach program detailed within the public meetings and website updates described herein. Media releases are anticipated at the following milestones:

- *Plan Launch:* The initial announcement of the SS4A safety action plan and its key objectives is a significant occasion. The media release will outline the commitment of the authorities to increasing safety throughout Cherokee County, the timeline for implementation, and the specific strategies and measures planned to achieve the goal.
- *Progress Updates:* Regular media releases can provide updates on the progress made in developing the action plan. This may include key information regarding safety trends throughout the County based on the detailed crash analysis to raise awareness throughout the community.
- *Highlighting Recommendations of the Plan:* Announcements about road infrastructure improvements, such as the installation of traffic calming measures, redesigning high-risk intersections, or creating safer pedestrian and cycling infrastructure, should be communicated through media releases.
- *Public Engagement Events:* Public events, workshops, or town hall meetings aimed at engaging the community in the SS4A Plan will be announced through media releases to encourage attendance and participation.

Much like the project website, it is foreseen that the Vision Zero program will continue after the adoption of the Plan. Therefore, it is anticipated that media releases will continue to occur for events such as the following:

- *Safety Campaigns:* When launching safety campaigns and initiatives under the Vision Zero umbrella, media releases can help raise awareness among the public about the importance of safe driving behaviors, the use of crosswalks, and respecting speed limits, among others.
- *Infrastructure Improvements:* Announcements about road infrastructure improvements, such as the installation of traffic calming measures, redesigning high-risk intersections, or creating safer pedestrian and cycling infrastructure, should be communicated through media releases.
- *Law Enforcement Efforts:* Media releases can highlight law enforcement efforts to enforce traffic laws and promote safe driving practices. This could include updates on enforcement operations, DUI checkpoints, and measures taken to reduce distracted driving.

Task 3 Deliverables

Task Leader/Proposed Responsibility: *Chris Cannon (Urban Trans)*
Reviewer: *Richard Fangmann*
Initiation Date: *March 2024*
Planned Completion: *June 2025*
Assumptions: *The Pond team assumes seamless coordination with the Cherokee County communications personnel for promoting outreach activities.*

- **Public Meetings and Meeting Summaries** ***(to be incorporated into Section 4 of SS4A Action Plan)***
- **Project Website**
- **Online Surveys**
- **Media Releases**
- **Media Guidance Technical Memorandum** ***(to be incorporated into Section 4 of SS4A Action Plan)***

Task 4 | Stakeholder Involvement

4.1 – Developing a Stakeholder Committee

Per the SS4A Notice of Funding Opportunity (NOFO), "a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring." The SS4A Plan will establish a collection of individuals, organizations, or groups who have a vested interest in road safety that can contribute to the development, implementation, and success of the plan. Since the County and the cities will need to adopt the plan, local government participation will be paramount to the Plan's success. The SS4A Plan and Vision Zero program need guidance from a committee that is well-rounded and considers various perspectives and expertise from a diverse range of stakeholders to foster a sense of ownership and collaboration, leading to better implementation and results. For the Cherokee County SS4A Action Plan, the initial list to be considered is as follows:

- The following representatives from Cherokee County and its communities:
  - Public works representatives to provide input on available funding, infrastructure programs, and other local infrastructure needs.
  - Public safety officials to provide input on safety problem areas, targeted interventions, and potential safety campaigns.
  - Planners and engineers to provide technical insights on designing safe road systems and improving infrastructure.
- Georgia Department of Transportation (GDOT) District 6 and the Federal Highway Administration (FHWA) to provide data and input into overall needs and strategies along the County's roadway network. GDOT coordination is paramount to the Plan's success, given that a significant amount of fatality and injury crashes occur along state roadways and funding capabilities.
- Atlanta Regional Commission to assist in integrating community context into potential safety project recommendations and provide input on potential stakeholders, particularly among the disabled, elderly, and underserved.
- Educational institutions in the County to provide input into trouble spots for student bus and pedestrian issues as well as promote road safety education and awareness among students and parents.
- Emergency medical service providers within Cherokee County to help identify the most common types of injuries and inform strategies to reduce severe outcomes.
- Public health agencies such as health departments, health services, hospitals, clinics, and non-profit organizations to assist with prevention programs and contribute to educational campaigns on road safety.
- Business and corporations with a significant number of employees on the road, such as logistics and delivery firms, can play a role in promoting safe driving practices among their drivers.
- Minority community groups that represent traditionally underserved populations through Cherokee County to provide perspectives in their community regarding safety issues. Team member PEQ has extensive knowledge of the underserved community through her previous work in the Gainesville area.

Upon developing the initial list, the stakeholder roster will be refined through input from Cherokee County staff. Afterward, the Pond team will reach out to these individual organizations to gauge their level of interest and desired means of participation. The Pond team will also gauge these potential stakeholders on their overall expectations for the Action Plan. While some of these organizations may serve on the Stakeholder Committee, some may participate via interviews at key milestones. It is foreseen that the Stakeholder Committee will meet at the following milestones:

1. Review of SS4A Program, Safety Data, and Crash Analysis – Recap the overall SS4A program, confirm the role of the committee, and present and solicit feedback on the high-crash areas and potential countermeasures based on crash types and community context.

2. Review the Draft Projects and Prioritization – Present and solicit feedback on the draft projects and preliminary prioritization results.
3. Confirm Approval of the Final Recommendations and Action Plan – Present and solicit feedback on the final projects and policy recommendations.

4.2 - Regular Coordination Meetings

As part of the SS4A plan development process, the Pond team will establish monthly meetings between the project team and County staff. To reduce costs associated with travel to the project and increase participation, it is foreseen that the majority of these meetings will be virtual via the platform preferred by County staff (Microsoft Teams, Zoom, etc.). ***Stakeholders identified as part of Task 4.1 will be included as optional invitees to provide the opportunity to stay informed about the Plan development and outreach activities.***

Task 4 Deliverables	Task Leader/Proposed Responsibility: *Chris Cannon (Urban Trans)* Reviewer: *Richard Fangmann* Initiation Date: *April 2024* Planned Completion: *June 2025* Assumptions: *Pond assumes participation from all agencies noted in Subtask 4.1.*

- **Stakeholder Meetings and Meeting Summaries (*to be incorporated in Section 4 of Action Plan*)**
- **Coordination Meeting Notes**

Task 5 | Development of Draft and Final Cherokee County, Georgia Safe Streets for All Action Plan

As stated throughout this proposal, the Pond team intends to produce a report that presents the beginning of a Vision Zero program that feeds off the SS4A Action Plan effort. Therefore, the SS4A Action Plan will not only contain a detailed analysis of crash hotspots and develop a work plan, but also establish policy for County and municipal leaders that include: 1) establishing a long-term committee and its functions, 2) ensuring equitable practices are continued through the Plan's implementation, 3) establishing public awareness campaigns, and developing an evaluation and monitoring process for the County and its partners to track the success of the Vision Zero program. The following narrative provides the overall approach to the Action Plan and the Pond approach to each of the items within the Plan (not already provided in Tasks 1-4).

5.1 – Integration of Previous Tasks

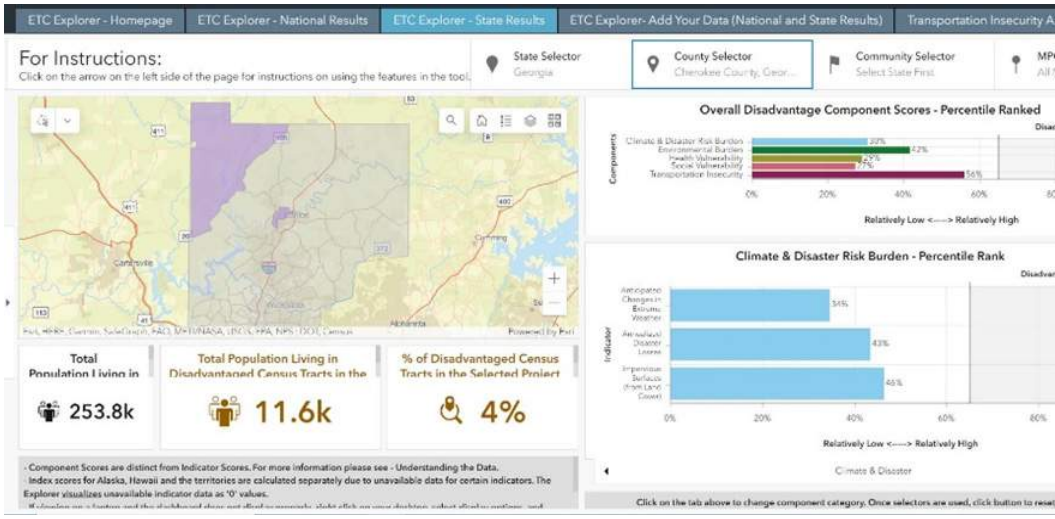
The approach to the first four sections of the Action Plan are detailed in the approach writeups for Tasks 1-4, as noted below.

- *Section 1: Introduction and Vision Statement:* This section provides an overview of the SS4A Action Plan's goals and objectives, the SS4A overall program, and emphasizes the commitment to achieving zero traffic fatalities and severe injuries. It also provides the level of commitment from Cherokee County and its communities on moving forward with the recommendations of the Action Plan.
- *Section 2: Overview of Policy Framework (from Task 1):* This section provides an overview of previous studies and existing policies that lay the foundation for the SS4A Plan. This section will highlight policy recommendations specifically related to roadway improvements, community actions, and related policies that will influence the overall Action Plan.
- *Section 3: Baseline Conditions and Crash Analysis (from Task 2):* This section presents an analysis of historical traffic crash data and identifies high-risk areas, vulnerable road users, and contributing factors to crashes. This information will be provided in a manner that highlights the overall countywide issues as well as those for specific high-crash corridors and sub-areas. This information will be presented in a dashboard format that is easily understood by the public. As noted in the Task 2 approach, this report will be provided in an interactive web-based dashboard on the SS4A website to allow citizens to provide input on potential countermeasures in these hotspots.

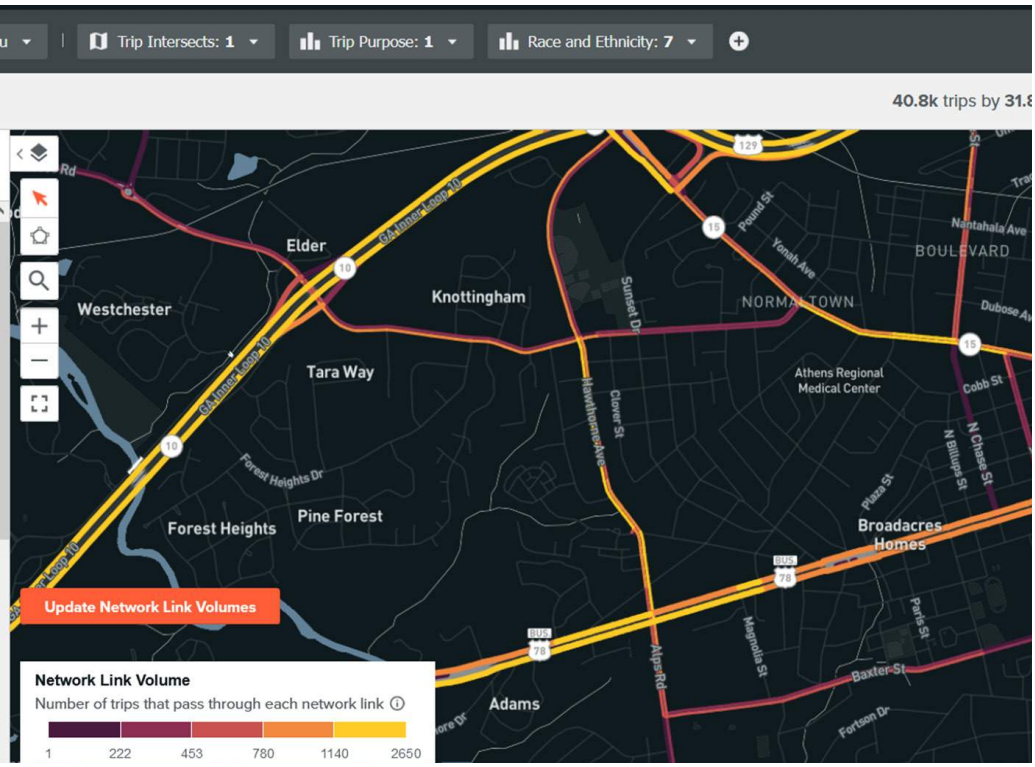
- *Section 4: Engagement and Stakeholder Collaboration (from Tasks 3 and 4):* The section provides an overview of the public and stakeholder outreach activities and the input received throughout the development of the Action Plan. The input will be organized by the type of safety issues they serve to address (general auto, freight, bicycle, and pedestrian) and the areas to which they pertain.

5.2 – Equity and Social Justice

This section highlights specific issues within Justice 40 communities throughout Cherokee County. It will also recognize disparities in road safety and ensure that vulnerable communities receive equal attention and resources to improve safety outcomes. This section is profoundly important to demonstrate the commitment of Cherokee County to equitable practices in developing its long-term safety program.



To identify the Justice 40 communities, the Pond team will utilize the USDOT Equitable Transportation Community (ETC) Explorer tool to serve as a baseline for identifying Justice 40 Communities. As shown in the graphic on the following page, the tool has identified specific areas within Cherokee County that are considered disadvantaged Census tracts. Specific elements are available for each of these Census tracts that can inform the outreach process, such as poverty level, median household income, transportation cost burden, estimated cost of transportation, housing cost burden, households with no personal vehicle, broadband access, and drive distances to education, grocery stores and medical services.



As part of the SS4A Action Plan, the baseline and crash analysis completed in Task 2 will be assessed in Justice 40 areas to identify trends specific to historically disadvantaged communities. The results of this analysis and potential countermeasures will be presented to these communities at community meetings to gather their input and suggestions based on their experiences.

The Pond team will also use Replica to gather information on disadvantaged community safety issues. Replica's data can also be used to normalize severe injury and fatality crash data to go beyond where crashes are happening and determine where road users are most at risk. Paired with neighborhoods where vulnerable populations reside, this quick analysis can augment a traditional high-injury network street prioritization by layering in vulnerable population volumes. To the left is an example of Replica's ability to identify the concentration of minority travelers along a specific corridor.

5.3 – Collaborative Processes

The Pond team will also provide an overview of best practices for coordination activities that will take place to help implement the action plan, including:

- Education and Public Awareness: This section will outline best practices on campaigns and educational initiatives to raise awareness about safe road behavior, the importance of obeying traffic laws, and promoting a culture of responsible driving and respect for all road users.
- Enforcement and Legal Measures: This section will discuss strategies for effective law enforcement, including targeting dangerous behaviors like speeding, distracted driving, impaired driving, and non-compliance with traffic laws.

Following research, the Pond team will vet the best practices to County media and law enforcement officials for the most appropriate strategy for Cherokee County given staff resources and communication protocols.

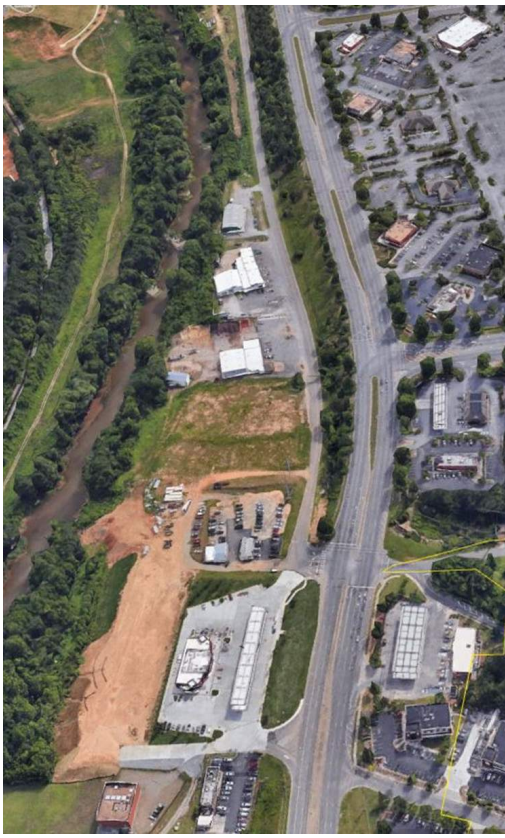
5.4 - Project Development and Prioritization

The Pond team will develop SS4A Action Plan projects from two sources:

- Revision of Planned and Programmed Projects: In many cases, projects to improve safety have been identified through previous plans and studies. However, often these are improvements projects at high-crash locations that are not necessarily driven by safety. Therefore, an assessment of potential countermeasures for crash characteristics at these locations is needed to supplement the overall project definition.
- Identification of New Projects: In some cases, high crash locations have not been assessed to the level to identify potential improvements for these locations.

In order to integrate community needs into the project development process, the Pond team will employ the following steps:

- Step 1: Defining the project area – Strategies can be developed at the corridor, intersection or sub-area level based on the grouping of crashes and the community character of the project area. ***A key element of the Pond approach is developing overall corridor strategies to better capture community context as well as maximize the effectiveness of investments.***
- Step 2: Identifying the universe of countermeasures based on crash trends – Based on the crash types, causes, and roadway characteristics, FHWA guidance will be employed to identify potential countermeasures appropriate for each of the project areas in the County. Furthermore, the Pond team will also research best practices available through the Transportation Research Board to ensure more favorable consideration for Implementation Grant applications.
- Step 3: Field survey to review countermeasures and define the project - Upon researching and selecting appropriate countermeasures, the Pond team will conduct on-site fieldwork to review these countermeasures and define the project based on local land use, context, and observed travel trends.



Riverstone Parkway is an example of a corridor with a wide range of safety issues, multiple trip purposes, pedestrian demand, and underserved users that will benefit from a corridor-based approach.

- Step 4: Review of project area land use and aesthetic character – The Pond team will utilize its team of roadway designers, landscape architects, and land use planners to develop a project with countermeasures that are consistent with the overall development context and/or community goals reflected within their policy documents (such as Comprehensive Plans, small area plans, etc.).
- Step 5: Developing cost estimates – Once the project has been defined, a cost estimate will be developed through the use of standard unit costs from previous design and implementation experience. Pond has roadway design, drainage, and structural experts who have worked on projects throughout Georgia and are equipped to anticipate and estimate costs for a range of infrastructure projects and future studies. The firm's extensive work on concept and final design projects for GDOT and local governments has allowed them to develop accurate cost estimates using the latest resources and information from the FHWA, GDOT,

ARC, and local governments. Tools and techniques to be used include, but are not limited to, anticipated inflation rates, historic project costs, projections to the year of expenditure, and resources like AASHTO's Practical Guide to Cost Estimating, NCHRP reports, and other documents. Though provided at a planning level, the costs prepared reflect the experience of a team that understands implementation and project development.

In order to best align the SS4A Action Plan to the Implementation Grants program, the FHWA evaluation criteria published in the NOFO will serve as a foundation for prioritization.

- Safety Impact – Potential to reduce or eliminate fatality and injury crashes.
- Equity – The level to which the project will improve safety in Justice 40 areas.
- Cost Efficiency – Overall cost of the project compared to potential safety benefits.
- Public Support – Support of proposed project based on input from outreach activities.
- Innovation – Integration of ITS and innovative solutions based on best practices.
- Project Readiness – The lack of need for environmental mitigation and/or right-of-way for implementation or whether it is already funded in the TIP.
- Other DOT Strategies and Goals – The level to which a project could reduce greenhouse gas emissions, promote micro-mobility, and improve access to jobs and educational opportunities.

In addition, transportation enhancements (including ITS and signal enhancements) to improve first- and last-mile connections to emergency response stations and medical facilities. This serves the post-crash response component of the safe systems approach.

5.5 - Recommended Work Program

Once a prioritized list of projects has been developed, the Pond team will coordinate with Cherokee County, GHMPO, GDOT, and local jurisdictions to identify available local funding for proposed safety projects. In addition to the SS4A implementation funds, the Pond team will explore other FHWA and GDOT funds for capital and maintenance projects such as:

- FTA Areas of Persistent Poverty (AoPP) Grants for planning, engineering, or developing technical or financing plans for projects serving AoPPs and/or Historically Disadvantaged Communities.
- Rail Crossing Elimination Grants to fund rail crossing improvements that focus on improving safety and freight mobility. Eligible projects under this program include grade-separated rail crossings – including the planning, environmental review, and design of the project type.
- Active Transportation Infrastructure Investment Program to construct eligible projects to provide safe and connected active transportation facilities in an active transportation network or active transportation spine.

All of these grants are prioritized for low-and moderate-income neighborhoods. Given the amount of AoPPs and HDCs in Cherokee County, aligning projects in the Action Plan work program to specific BIL programs can significantly increase the capacity of short-term implementation opportunities.

In addition to FHWA funds, the following GDOT funds can also be applied to safety improvements within the Action Plan:

- Transportation Funding Act (HB 170) Funds - This program provides funding to repair, improve and expand the state's transportation network through routine and capital improvement projects.
- Quick Response Projects - The program is designed for lower-cost operational projects such as restriping, intersection improvements, turn lane additions and extensions that can be implemented in a short period of time (within one year) and for under $200k.

- Local Maintenance & Improvement Grant (LMIG) - The annual LMIG allocation is based on the total centerline road miles for each local road system and the total population of each county or city as compared with the total statewide centerline road miles and total statewide population.
- GDOT Freight Operations Program – The GDOT Freight Operations Program targets freight-specific operational solutions, such as improving turning lanes or enhancing signal timing at key intersections on freight-heavy facilities. This program enables GDOT to respond quickly to specific truck and freight rail-related issues that impact local communities and reduce supply chain efficiency and industry competitiveness. The maximum award under the program is $2 million. Potential sponsors must submit potential projects to the GDOT District Engineer for approval.

5.6 - Policy Framework and Recommendations

In addition to the prioritized project work program, the Pond team will develop a toolkit of policy recommendations to promote safety based on best practices. Sample policies/actions could include:

- Assess and evaluate posted speed limits countywide and work with partner agencies to develop a speed management program to address speeding concerns based on applicable data.
- Design or redesign streets and intersections to manage speeds as appropriate for the intended use and context of the roadway.
- Create and promote neighborhood-based programs that aim to lower traffic speeds.
- Explore the expanded use of speed feedback signs that also collect speed data to monitor speeds and evaluate effectiveness of strategies.
- Program, fund, and conduct more high-visibility enforcement campaigns aimed at increasing awareness and compliance of safe speeds.
- Coordinate with emergency response on balancing traffic calming and speed management measures with response times.
- Provide grant-writing support to partner agencies for transportation safety-related project funding.

A set of potential policies will be vetted with local officials for their feasibility based on local resources to identify action items for the overall SS4A program.

5.7 - Evaluation and Monitoring Procedures

Evaluating and monitoring the Action Plan is essential to ensure that the implemented strategies are effective in reducing accidents, improving road safety, and achieving the plan's objectives. The Pond team will work with County staff to develop monitoring procedures, that could include:

- Regularly scheduled meetings of the Vision Zero Task Force to be formed from Action Plan stakeholders
- Annual comparison of crashes from a systemwide perspective
- Annual assessment of previously identified crash hot spots for trends
- Annual gauging of the effectiveness of safety projects implemented over the previous year
- Evaluation of media campaigns and their effectiveness
- Continuous opportunity for citizens to report safety issues
- Quantifying the number of programs promoting safety throughout Cherokee County

The results of this evaluation will be compiled into an annual report to be distributed throughout Cherokee County through traditional and social media sources. The Pond team will work closely with Cherokee County staff to finalize this process.

5.8 - Implementation Grant Applications for High-Priority Projects

Pond recognizes that any Action Plan should be geared toward implementing projects. Based on the selection criteria for the Implementation Grants and the results of the prioritization process, the Pond team will develop draft applications for the SS4A Implementation Grants for the Top 3 projects in the Action Plan. Per the NOFO, the section will include:

- Safety Impact: Based on the crash analysis within, the application will demonstrate the magnitude of the safety problem and the rationale for the recommended project resulting from the project identification process.
- Safety Impact: The application will clearly demonstrate how the project and/or strategies clearly address the safety problem.
- Implementation Costs: The costs for the implementation of the projects and strategies will be clearly articulated, well-summarized, and reasonable. The narrative will have a clear description of how the improvement is expected to prevent a significant number of fatalities and serious injuries per the funds requested.
- Other Criteria Rating Methodology: Based on the project evaluation process, the application will detail how the project demonstrates equality, cost-effectiveness, innovation, and other factors such as greenhouse gas reductions, promoting micro-mobility, and improving access to jobs and educational opportunities.
- Project Readiness: Affirmation that the project can be completed within the desired 5-year timeframe given factors such as committed funding, and minimal anticipated environmental mitigation and/or right-of-way acquisition needs.

Task 5 Deliverables

Task Leader/Proposed Responsibility: *Richard Fangmann*
Reviewer: *James McNabb*
Initiation Date: *August 2024*
Planned Completion: *June 2025*
Assumptions: *Pond assumes development of planning level cost estimates only.*

- **Draft and Final Cherokee County SS4A Action Plan**
- **Applications for SS4A Implementation Grants**

Optional Tasks

In addition to the core tasks provided in the approach, the Pond team offers additional tasks to assist Cherokee County in the implementation of the SS4A Action Plan:

- **Optional Task 1: Overview of Safe Street Design Strategies**
- **Optional Task 2: ITS and Technology Toolkit**

Optional Task 1: Overview of Safe Street Design Strategies

This section will provide an overview of engineering measures, such as redesigning streets, intersections, and pedestrian crossings to improve safety. Given the characteristics within Cherokee County, the potential safety countermeasures will be organized by those most appropriate for urban/suburban and rural character areas. This information will be presented in a manner consistent with FHWA documentation on this subject.

For suburban areas, the Pond team will explore countermeasures based on their community context and crash characteristics, including:

- Traffic Calming Measures: Implementing measures like speed humps, raised crosswalks, chicanes, and narrow streets can help reduce vehicle speeds and encourage drivers to be more cautious, especially in residential areas and near schools.
- Pedestrian Crosswalks and Signals: Installing marked crosswalks with proper signage and pedestrian signals at busy intersections improves pedestrian safety by clearly indicating safe crossing areas and controlling traffic flow.
- Protected Bike Lanes: Providing dedicated lanes for cyclists, separated from motor vehicle traffic by physical barriers, can significantly reduce the risk of bicycle-vehicle collisions and increase cyclist safety.
- Pedestrian Islands and Refuge Areas: Constructing pedestrian islands or refuge areas in the middle of wide roadways allows pedestrians to cross in two stages, making it safer by reducing exposure to oncoming traffic.
- Roadway Lighting: Ensuring adequate and well-maintained lighting along roadways enhances visibility for all road users, particularly during nighttime, and reduces the likelihood of accidents.
- Roadway Markings and Signage: Clear and visible road markings, signs, and signals help drivers navigate intersections, lanes, and potential hazards more safely and efficiently.
- Roundabouts: Replacing traditional intersections with roundabouts can reduce the severity and frequency of collisions by promoting a smoother traffic flow and reducing the risk of T-bone or head-on crashes.
- Pedestrian-Friendly Intersection Design: Designing intersections with shorter crossing distances, leading pedestrian intervals, and clear sightlines for drivers and pedestrians enhances safety in high pedestrian-traffic areas, such as school zones.
- Accessibility Considerations: Ensuring that sidewalks, crosswalks, and public transportation facilities are accessible for people with disabilities improves safety and inclusivity for all members of the community.
- Roadside Safety Features: Installing barriers, crash cushions, and clear zones (areas free of fixed obstacles) can help mitigate the consequences of collisions and protect road users from roadside hazards.
- Traffic Signal Timing Optimization: Optimizing traffic signal timing based on traffic patterns and pedestrian movement can reduce conflicts and enhance safety at signalized intersections.
- Connected Vehicle Technology: Connecting vehicles to each other, to the signal system, and the roadway will allow drivers in the near future to gain valuable information on the roadway characteristics and operations, such as signal operations, presence of pedestrians, or warnings of an impending collision.
- Speed Limit Enforcement: Strict enforcement of speed limits, along with the use of speed cameras and radar guns, can encourage drivers to obey speed limits and reduce the likelihood of high-speed crashes.

While many of the urban safety countermeasures can be applied to rural areas, the Pond team will use techniques focused on minimizing roadway departures and increasing visibility at higher speeds. These types of improvements can include:

- Shoulder and Centerline Rumble Strips: Install rumble strips on the road shoulders and centerlines to alert drivers when they unintentionally veer off the road or into opposing traffic.
- Road Geometry Improvements: Enhance the road layout and alignment to reduce sharp curves and steep gradients. Design wider shoulders and clear zones to provide recovery areas for drivers in case of emergencies.
- Intersection Design: Upgrade intersections with clear sightlines and adequate turning radii. Consider roundabouts as a safer alternative to traditional intersections as they reduce the potential for severe collisions.
- Safety Signage and Markings: Install clear and visible road signs, warning signs, and pavement markings to provide drivers with important information about curves, intersections, and potential hazards.
- Delineation and Reflectors: Use reflective materials and raised pavement markers (cat's eyes) to improve road visibility during low-light conditions and inclement weather.
- Clear Roadside Zones: Remove or relocate hazardous roadside objects, such as trees, utility poles, and large rocks, to create clear zones and reduce the severity of run-off-road crashes.

- Guardrails and Barriers: Install appropriate guardrails and barriers in areas where there are steep embankments or obstacles close to the road to prevent vehicles from leaving the roadway. Where possible, to reduce injuries and fatalities, cable barriers will be preferred over metal, fixed barriers.
- Improved Street Lighting: Upgrade Street lighting along rural roads, especially in areas with higher pedestrian and bicycle activity, to enhance visibility during nighttime.
- Advance Warning Systems: Implement advance warning signs equipped with flashing lights to warn drivers of upcoming curves, intersections, and pedestrian crossings.

An overview of these strategies along with their most applicability to specific hazards will be provided within this section to educate the public on their safety options.

Optional Task 2: ITS and Technology Toolkit

The Pond team will also provide an inventory of emerging technologies, such as Intelligent Transportation Systems (ITS) and connected vehicles, to enhance safety measures and monitor progress. These include:

- Traffic Management and Control Systems: Real-time data from sources, such as traffic cameras, sensors, and GPS devices, can help monitor traffic flow and identify congestion or incidents promptly. Traffic management centers can then implement measures like adjusting signal timings, activating variable message signs, or rerouting traffic to mitigate the impact of accidents and reduce the chances of further collisions.
- Vehicle-to-Infrastructure (V2I) Communication: V2I technology enables vehicles to communicate with infrastructure elements, such as traffic signals and road signs. This communication allows vehicles to receive real-time information about traffic conditions, road hazards, and upcoming intersections, improving driver awareness and decision-making.
- Vehicle-to-Vehicle (V2V) Communication: V2V communication enables vehicles to exchange information with each other, such as speed, position, and direction. This technology enhances safety by enabling vehicles to anticipate potential collisions, warn drivers, and even take autonomous preventive actions to avoid accidents.
- Pedestrian and Cyclist Safety: Crosswalks equipped with sensors and signals that adjust based on foot traffic, and smart streetlights that detect pedestrian movement can enhance safety at intersections and crossings.

Given that most of the ITS technologies are beyond the influence of County representatives, coordination with GDOT to assess how they are working with vehicle manufacturers and ITS providers to identify which strategies are most applicable to Cherokee County in the near future.

REQUEST FOR QUALIFICATIONS/PROPOSALS

RFQ/P# 2023-045
Safety Action Plan
Cherokee County

VI. SUBMITTAL INSTRUCTIONS PHASE 2:

FINANLISTS

Interested Bidders/Proposers should carefully review the requirements defined herein and provide complete and accurate submissions.

This "SUBMITTAL INSTRUCTIONS" page and all the items listed below are required to be completed and included as part of this solicitation and your submittal:

Please indicate by placing an ☒ in the box next to the items that are included in your submittal.

- ☒ **Letter of Transmittal**
- ☒ **Proposed project team organization, qualifications, and availability** *(included in Phase I submittal)*
- ☒ **Proposed technical approach, and scope of work**
- ☒ **Proposed project schedule**

The developed plan must meet the requirements in the FY2022 SS4A Notice of Funding Opportunity (NOFO).

NOTE: PHASE - 2 actions and deliverables for the Finalists will be SUBMITTED VIA EMAIL:
purchasing@cherokeega.com

Price Proposal to be provided as a separate file in a sealed envelope at the interview, or via email at the address above if the County chooses not to conduct interviews.

Richard Fangmann
REPRESENTATIVE'S NAME

Richard Fangmann
REPRESENTATIVE'S SIGNATURE

12.19.2023
DATE:

APPENDIX "A"

Solicitation # and Title

INFORMATION & ADDENDA ACKNOWLEDGEMENT FORM

Pond and Company
Name of Company

3500 Parkway Ln #500, Peachtree Corners, GA 30092
Address - City, State and Zip Code

Richard Fangmann, Vice President
Name & Title of Primary Contact (for proposal clarifications/questions)

404.748.4737
Phone of Primary Contact

Richard.Fangmann@pondco.com
Email of Primary Contact

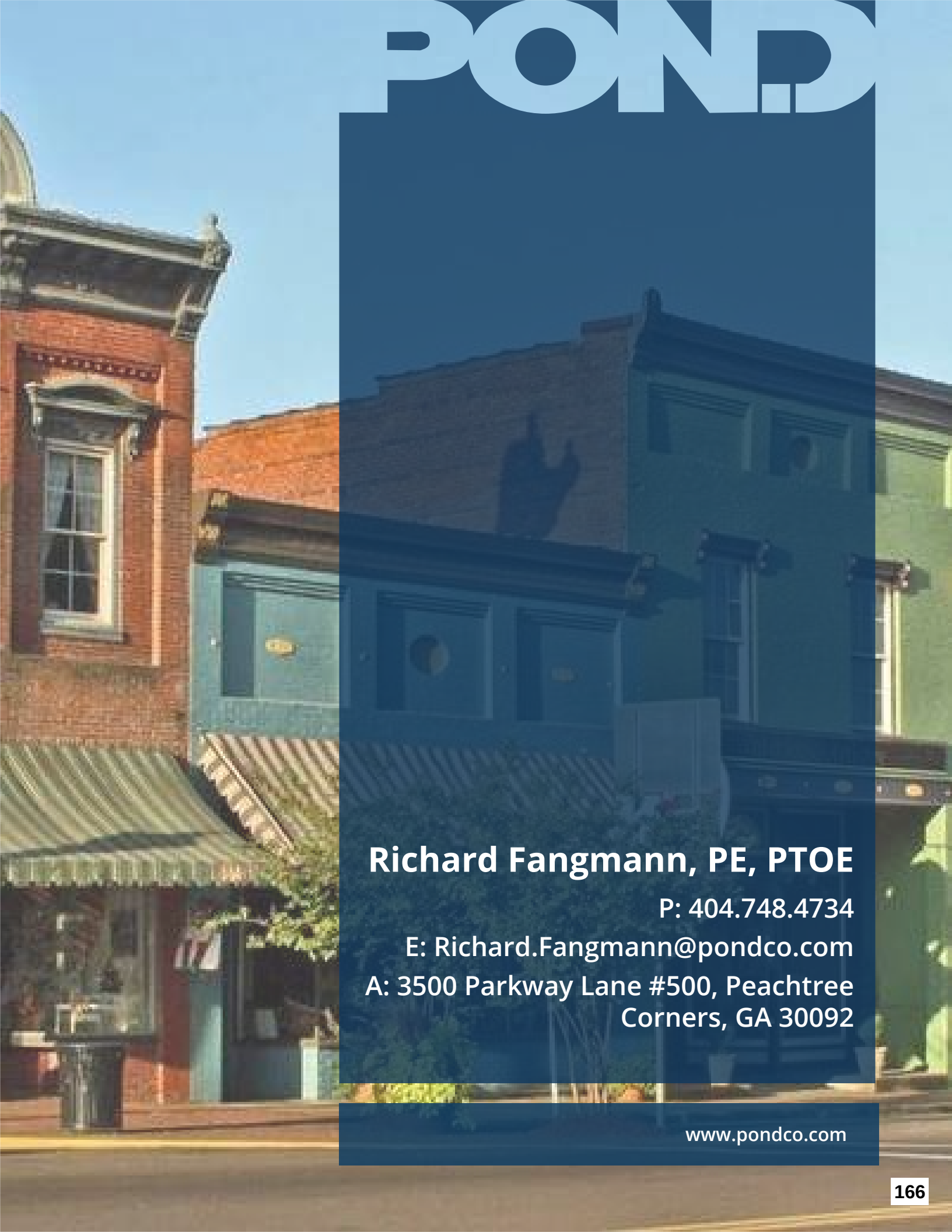
Addenda Acknowledgement: Proposer acknowledges receipt of the following addenda (as applicable):

Addendum Number:	01	Date:	10.12.2023
Addendum Number:	02	Date:	12.13.2023
Addendum Number:		Date:	
Addendum Number:		Date:	
Addendum Number:		Date:	

No Addenda Issued _____

Richard Fangmann
Proposer's Signature

12.19.2023
Date



Richard Fangmann, PE, PTOE

P: 404.748.4734

E: Richard.Fangmann@pondco.com

A: 3500 Parkway Lane #500, Peachtree Corners, GA 30092

www.pondco.com

Organizational Chart [Amended February 23, 2024]

The organizational chart below outlines this project's key staff. The key staff will receive comprehensive support from an extensive and highly skilled team in addition to those listed below. Resumes describing the expertise and experience for each team member begin on the following page.

Cherokee County 1831 GEORGIA

James McNabb, PE
Principal-in-Charge

Richard Fangmann, PE, PTOE
Project Manager | Primary Contact

Wade Carroll, AICP
Deputy Project Manager

Project Advisor
Andrew Kohr, PLA, ASLA
William Ball, AICP

PROJECT TEAM

Design & Countermeasure Considerations
Zach Puckett, PE, IMSA II
Arwin Lopez, PE
Matt Flynn, PE

Land Use Connectivity
Kat Maines, AICP
Sayre Brennan, AICP, PMP

Commercial Vehicle Safety
Wade Carroll, AICP

Bike/Pedestrian Analysis
Juan Morales, PE
Serah Mungai

Safety Analysis
Matt Flynn, PE
Patrick McArdle, EIT

Public Engagement
Amanda Hatton, AICP
Ansley Belton, AICP
Serah Mungai
Carlos Pavon

Best Practices
Demian Miller, AICP
Rick Toole, PE, AICP

Interdisciplinary Field Team
Sayre Brennan, AICP, PMP | *Lead*
Carlos Pavon
Patrick McArdle, EIT
Christopher Keller, AICP

Quality Program
Rebecca Hester

Legend
- Pond & Company
- Blue Cypress
- Benesch

Purpose and Intent of Document

The OWNER will utilize this document to 1.) notify potential respondents to any solicitation of the OWNER's intent to utilize Federal funds in performance of some or all of the goods and/or services that the Contractor will provide under this agreement, and 2.) to ensure that those identified goods and/or services are provided and paid for under these terms and conditions of the Contract which incorporates this document's terms, conditions, and provisions.[1] Throughout this document, the terms "Federal Funding Grantor Agency" or "FFGA" are referring to the Federal Agency providing the Grant funds in question. Where multiple such agencies exist, this will apply to all participating FFGAs.

Required Terms and Provisions

REMEDIES

2 CFR PART 200 APPENDIX II (A)

Administrative, contractual, and legal remedies are contained in the OWNER's standard contracts to address instances where contractors violate or breach contract terms and provide for sanctions and penalties as appropriate.

TERMINATION FOR CAUSE OR CONVENIENCE

2 CFR PART 200 APPENDIX II (B)

The OWNER retains the option to terminate this contract for cause **or** convenience. The OWNER's standard contract language addresses details regarding termination. Regardless of any other clauses relating to termination, the OWNER will not pay anticipatory profits or for any costs not incurred prior to a notice of termination.

EQUAL EMPLOLYMENT OPPORTUNITY

2 CFR PART 200 APPENDIX II (C)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS BACON ACT

2 C.F.R. Part 200, Appendix II (D).

OWNER will provide/post current and appropriate Wage Determinations with any Contract that requires Davis Bacon Act provisions.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
c. Additionally, contractors are required to pay wages not less than once a week.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

2 C.F.R. Part 200, Appendix II (E)

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

2 C.F.R. Part 200, Appendix II (F)

This Project is funded through a Federal award for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the OWNER intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"

and any implementing regulations issued by the Federal Granting Agency or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Federal Granting Agency, until such time as the Federal Granting Agency may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

   b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the Federal Granting Agency.

2. Unless the Federal Granting Agency determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Federal Granting Agency to make available to the public, either the Federal Granting Agency's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

2 C.F.R. Part 200, Appendix II(G)

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Funding Grantor Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Funding Grantor Agency.

DEBARMENT AND SUSPENSION

2 C.F.R. Part 200, Appendix II (H); and 2 C.F.R. § 200.213

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

2 C.F.R. Part 200, Appendix II (I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Exhibit "E"
CHEROKEE COUNTY
FEDERAL GRANT CONTRACT PROVISIONS

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Pond & Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Richard Fangmann / Vice President

Name **Title** of Contractor's Authorized Official

2-26-24

Date

PROCUREMENT OF RECOVERED MATERIALS

2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurementguideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ACCESS TO RECORDS

(1) The Contractor agrees to provide the OWNER, the FFGA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FFGA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
(4) In compliance with the Disaster Recovery Act of 2018, the OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FFGA Administrator or the Comptroller General of the United States.

CHANGES

In addition to any changes allowable under the OWNER's standard contract terms and conditions, to be eligible for assistance under the OWNER's grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FFGA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FFGA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATEDACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

— Est 1834 —
CANTON
GEORGIA

September 9, 2022

Ms. Polly Trottenberg, Deputy Secretary
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: City of Canton, Cherokee County, Georgia, Joint Application - Safe Streets and Roads For All

Dear Ms. Trottenberg:

The City of Canton, Georgia, joins Cherokee County as a joint applicant, responding to the FY22 Notice of Funding Opportunity for the Safe Streets and Roads For All (SS4A) grant program. More specifically, the City and the county seek to complete a Comprehensive Safety Action Plan with the federal funds provided by the SS4A grant along with the required local match.

The City will coordinate with the county to confect an intergovernmental agreement upon award of the grant by the U.S. Department of Transportation. Additionally, the City will work with the county and the other joint applicants to complete the Comprehensive Safety Action Plan in accordance with the requirements of the grant award agreement.

We look forward to completing this critical action plan with the objective of identifying the improvements necessary to eliminate fatalities and reduce serious injuries in our transportation system.

Please feel free to contact me with any further questions at 770-704-1500 or billy.peppers@cantonga.gov.

Sincerely,

Wm A. Peppers

William A. Peppers,
City Manager

Phone: 770.704.1500 | Fax: 770.704.1538 | 110 Academy Street | Canton, Georgia 30114

cantonga.gov

Mayor
A. R. Roberts, III

Council Members
Vickie Benefield
Dennis Nelson
Lee Prettyman
Kristine Rogers
Andrenia Stoner

CITY OF BALL GROUND

www.cityofballground.com

City Manager
Eric Wilmarth

City Attorney
Darrell Caudill

City Clerk
Karen Jordan

We Roll Out the Red Carpet Not the Red Tape.™

September 13, 2022

Ms. Polly Trottenberg, Deputy Secretary
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: City of Ball Ground, Cherokee County, Georgia
Joint Application - Safe Streets and Roads For All

Dear Ms. Trottenberg:

The City of Ball Ground, Georgia, joins Cherokee County as a joint applicant, responding to the FY22 Notice of Funding Opportunity for the Safe Streets and Roads For All (SS4A) grant program. More specifically, the city and the county seek to complete a Comprehensive Safety Action Plan with the federal funds provided by the SS4A grant along with the required local match.

The city will coordinate with the county to confect an intergovernmental agreement upon award of the grant by the U.S. Department of Transportation. Additionally, the city will work with the county and the other joint applicants to complete the Comprehensive Safety Action Plan in accordance with the requirements of the grant award agreement.

We look forward to completing this critical action plan with the objective of identifying the improvements necessary to eliminate fatalities and reduce serious injuries in our transportation system.

Should you have any questions, please let me know, 770-735-2123 and ewilmarth@cityballground.com.

Sincerely,

Eric Wilmarth
City Manager

Post Office Box 285 • Ball Ground, GA 30107 • Office: 770-735-2123 • Fax 770-735-4575

Mayor
Steven W. Miller

Council Members
Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael Roy Zenchuk II

City of Holly Springs
Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Attorney
Robert M. Dyer

City Manager
Robert H. Logan

City Clerk
Karen Norred

September 9, 2022

Ms. Polly Trottenberg, Deputy Secretary
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: City of Holly Springs, Cherokee County, Georgia
Joint Application - Safe Streets and Roads For All

Dear Ms. Trottenberg:

The City of Holly Springs, Georgia, joins Cherokee County as a joint applicant, responding to the FY22 Notice of Funding Opportunity for the Safe Streets and Roads For All (SS4A) grant program. More specifically, the city and the county seek to complete a Comprehensive Safety Action Plan with the federal funds provided by the SS4A grant along with the required local match.

The city will coordinate with the county to confect an intergovernmental agreement upon award of the grant by the U.S. Department of Transportation. Additionally, the city will work with the county and the other joint applicants to complete the Comprehensive Safety Action Plan in accordance with the requirements of the grant award agreement.

We look forward to completing this critical action plan with the objective of identifying the improvements necessary to eliminate fatalities and reduce serious injuries in our transportation system.

Should you have any questions, please contact Robert H. Logan, City Manager, at 770-345-5536 or rlogan@hollyspringsga.us.

Sincerely,

Steven W. Miller
Mayor

September 13, 2022

Ms. Polly Trottenberg, Deputy Secretary
U.S. Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: City of Woodstock, Cherokee County, Georgia
Joint Application - Safe Streets and Roads For All

Dear Ms. Trottenberg:

The City of Woodstock, Georgia, joins Cherokee County as a joint applicant, responding to the FY22 Notice of Funding Opportunity for the Safe Streets and Roads For All (SS4A) grant program. More specifically, the city and the county seek to complete a Comprehensive Safety Action Plan with the federal funds provided by the SS4A grant along with the required local match.

The city will coordinate with the county to confect an intergovernmental agreement upon award of the grant by the U.S. Department of Transportation. Additionally, the city will work with the county and the other joint applicants to complete the Comprehensive Safety Action Plan in accordance with the requirements of the grant award agreement.

We look forward to completing this critical action plan with the objective of identifying the improvements necessary to eliminate fatalities and reduce serious injuries in our transportation system.

Should you have any questions, please let me now, (phone) and (email).

Sincerely,

Michael Caldwell
Mayor
City of Woodstock, Georgia

AGENDA ITEM NO. 6.4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Robyn Adams, Administration
ITEM TYPE:	Agreement/Memorandum of Understanding
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	**Approve IGA - Opioid Fund Transfer**
SUGGESTED ACTION:	Request for approval of an Intergovernmental Agreement for use of Opioid settlement funds. The City desires to transfer a portion of the City Settlement Funds to Cherokee County to enhance the coordinated use of resources and maximize the impact of opioid remediation efforts.

ATTACHMENTS:

2024-12-16 - IGA - City of Woodstock - Opioid Fund Transfer.pdf

INTERGOVERNMENTAL AGREEMENT FOR
USE OF OPIOID SETTLEMENT FUNDS

This INTERGOVERNMENTAL AGREEMENT FOR USE OF OPIOID SETTLEMENT FUNDS (hereinafter "Agreement") is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter "County"), and the CITY OF WOODSTOCK, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Woodstock City Council (hereinafter "City"), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as "the Parties"). The effective date of this Agreement shall be _____ _____, 20_____.

WHEREAS, the City has received funds under the State of Georgia Opioid Settlement (the "Settlement Funds") to be used for opioid remediation purposes; and

WHEREAS, the County has programs and initiatives in place that align with the intended purposes of the Settlement Funds, including but not limited to opioid prevention, treatment, and education efforts; and

WHEREAS, the City desires to transfer a portion of the City Settlement Funds to the County to enhance the coordinated use of resources and maximize the impact of opioid remediation efforts; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, local governments are authorized to contract with each other for the provision of services and the joint use of facilities; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and County agree as follows:

1. Purpose. The purpose of this Agreement is to establish the terms and conditions under which the City will transfer its Settlement Funds to the County for the use in opioid-related programs and initiatives.

2. Transfer of Funds. The City agrees to transfer one hundred thirty thousand dollars ($130,000.00) of its Settlement Funds to the County within forty-five (45) days of the execution of this Agreement. The transferred funds shall be deposited into a segregated account maintained by the County for the exclusive use of opioid remediation as defined by the Settlement.
3. Use of Funds. The County agrees to use the Settlement Funds provided from the City solely for the purposes consistent with the requirements of the State of Georgia Opioid Settlement, including but not limited to prevention, treatment, education, and harm reduction programs. Furthermore, the County shall ensure that all expenditures comply with the approved uses outlined in the Settlement agreement and applicable State guidelines.
4. Reporting and Accountability. Upon request, the County shall provide the City with sufficient reports detailing the use and expenditure of the Settlement Funds, including documentation of programs funded, services provided, and outcomes achieved. The County shall maintain detailed records of all expenditures of the Settlement Funds and make such records available for review by the City upon reasonable request.
5. Term and Termination. This Agreement shall remain in effect from the date of execution until all transferred funds have been expended and accounted for, or until terminated by mutual written agreement of the Parties. Either Party may terminate this Agreement for cause with thirty (30) days' written notice if there is a breach of any material term or condition.
6. Amendments. This Agreement may be amended only by mutual written consent of the Parties.
7. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

8. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
9. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:	For City:
Cherokee County, Georgia ATTN: County Manager 1030 Bluffs Parkway Canton, Georgia 30114	City of Woodstock, Georgia ATTN: City Manager 12453 Highway 92 Woodstock, Georgia 30188

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, representations, or agreements.
11. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

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APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____ _____
HARRY B. JOHNSTON, Chairman Date

Attest: _____ _____
CHRISTY BLACK, County Clerk Date

APPROVED by the City Council of Woodstock
this ____ day of _____, 20____.

Signed On Behalf of City of Woodstock, Georgia:

By: _____ _____
MICHAEL CALDWELL, Mayor Date

Attest: _____ _____
ROBYN ADAMS, City Clerk Date

AGENDA ITEM NO. 6.5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Robyn Adams, Administration
ITEM TYPE:	Agreement/Memorandum of Understanding
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	**Approve IGA - Arnold Mill Sidewalk Extension**
SUGGESTED ACTION:	Request for approval of an Intergovernmental Agreement to construct a sidewalk extension connecting the jurisdictional limits of the City and the jurisdictional limits of the County near Arnold Mill Elementary School located at or near 710 Arnold Mill Road.

ATTACHMENTS:

2025 IGA - City of Woodstock - Arnold Mill Sidewalk.pdf
Exhibit A - Arnold Mill Sidewalk Area.pdf
Exhibit B - Arnold Mill Sidewalk .pdf

INTERGOVERNMENTAL AGREEMENT FOR EXTENSION OF SIDEWALK

This INTERGOVERNMENTAL AGREEMENT FOR EXTENSION OF SIDEWALK (hereinafter "Agreement") is entered into by and between CHEROKEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Cherokee County Board of Commissioners (hereinafter "County"), and the CITY OF WOODSTOCK, GEORGIA, a municipal corporation, acting by and through its governing authority, the Mayor and the Woodstock City Council (hereinafter "City"), with both said entities existing under the laws of the State of Georgia (with each entity collectively being referred as "the Parties"). The effective date of this Agreement shall be _____ _____, 20_____.

WHEREAS, jointly, the City and County have identified a need for the construction of a sidewalk extension connecting the jurisdictional limits of the City and the jurisdictional limits of the County near Arnold Mill Elementary School located at or near 710 Arnold Mill Road, Woodstock, Georgia 30188; and

WHEREAS, a portion of sidewalk in the area currently ends at or near the jurisdictional limits of the City of Woodstock; and

WHEREAS, the construction of such sidewalk extension would enable safe passage via a pedestrian route for several neighborhoods to access Arnold Mill Elementary School and the amenities associated therewith; and

WHEREAS, the Parties agree that such construction will benefit the public welfare of the citizens of the City and County; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, local governments are authorized to contract with each other for the provision of services and the joint use and/or construction of facilities; and

WHEREAS, this Agreement shall detail the obligations and responsibilities of the Parties hereto; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and County agree as follows:

1. Purpose and Scope of Project. The County shall design, construct, fund, and complete a new section of sidewalk alongside the southside of Arnold Mill Road from the existing section of sidewalk located within the City of Woodstock eastbound to a connection point at Arnold Mill Elementary School located at 710 Arnold Mill Road, Woodstock, Georgia 30188. The parameters and connection points of such project are further shown and detailed in the attached Exhibit A and Exhibit B for reference purposes.

2. Funding and Construction. The County shall be solely responsible for all costs associated with the planning, design, permitting, and construction of the sidewalk. County shall be responsible for bidding and/or constructing the project via in-house personnel, with such option being the sole decision of the County. The County shall coordinate with the City during the design and construction phases and shall provide project plans to the City for review and comment upon request, however, City shall not be responsible for any funding associated with the completion of the project. Such project shall be substantially complete by June 30, 2030.

3. Term and Termination. This Agreement shall remain in effect from the date of execution until the substantial completion of the construction of the project, or until June 30, 2030, whichever shall occur first.

4. Amendments. This Agreement may be amended only by mutual written consent of the Parties.

5. Choice of Law/Venue. This Agreement shall be governed by the laws of the State of Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

6. Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7. Notice. All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be sent either by first class United States certified mail, return receipt requested, delivered by overnight carrier, or personally delivered to the applicable party at the following addresses:

For County:	For City:
Cherokee County, Georgia ATTN: County Manager 1030 Bluffs Parkway Canton, Georgia 30114	City of Woodstock, Georgia ATTN: City Manager 12453 Highway 92 Woodstock, Georgia 30188

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes all prior negotiations, representations, or agreements.

9. Assignment. The Parties shall not assign any obligation it incurs in the Agreement without the written consent of the other Party.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to hereunto set their hands and affix their respective seals as of the day and year first above written.

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APPROVED by the Cherokee County Board of Commissioners
this ____ day of _____, 20____.

Signed On Behalf of Cherokee County, Georgia:

By: _____ _____
HARRY B. JOHNSTON, Chairman Date

Attest: _____ _____
CHRISTY BLACK, County Clerk Date

APPROVED by the City Council of Woodstock
this ____ day of _____, 20____.

Signed On Behalf of City of Woodstock, Georgia:

By: _____ _____
MICHAEL CALDWELL, Mayor Date

Attest: _____ _____
ROBYN ADAMS, City Clerk Date

Arnold Mill Sidewalk Segment

703 Arnold Mill Rd
Woodstock, Georgia
Google Street View
May 2024 See more dates
SPEED LIMIT
30
Google

Search Google Maps
Share
710 Arnold Mill Rd
Woodstock, Georgia
Google Street View
May 2024 See more dates
ARNOLD MILL
ELEMENTARY SCHOOL
Google

AGENDA ITEM NO. 7.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Crystal Welch, Finance Department
ITEM TYPE:	Ordinance 1st or 2nd Reading
AGENDA SECTION:	PUBLIC HEARING
SUBJECT:	**Consideration of Approval of FY 2026 Annual Operating Budget & Ordinance No. 2025-008 (Public Hearing & Vote - 1st Reading)**
SUGGESTED ACTION:	Request for approval of the FY 2026 Annual Operating Budget and Ordinance No. 2025-008 (Presentation and 1st reading/public hearing). The Ordinance is to provide for the adoption of a budget, its execution and effect for the fiscal year beginning July 1, 2025 and ending June 30, 2026. Ordinance is provided in the agenda packet.

ATTACHMENTS:

Ordinance No 2025-008 - Annual Operating Budget FY 2026.pdf

FY 2026 Budget - 1st Reading - Public Hearing 05.19.2025.pdf

ORDINANCE NO 2025-008

ORDINANCE TO PROVIDE FOR THE ADOPTION OF A BUDGET, ITS EXECUTION AND EFFECT FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA:

Section 1. General. There is hereby adopted for the fiscal year July 1, 2025, through June 30, 2026, a balanced city-wide budget such that anticipated funding sources equal proposed expenditures for the City of Woodstock, Georgia based on the budget estimates as prepared by management.

This Budget is hereby adopted specifying the anticipated funding sources for each fund and making appropriations for proposed expenditures to the departments named in each fund as specified in Attachment A.

Expenditures of any operating budget fund shall not exceed the appropriations authorized by this budget ordinance and any amendments thereto. All expenditures of any operating budget fund are subject to the policies as established by the Mayor and Council and City Manager.

Section 2. Capital Project-Length Budget. There is hereby established a capital project plan specified in Attachment B and is accepted, as specified herein, with multiple-year (i.e., project-length) project budgets as provided by O.C.G.A. 36-81-3(b)(2).

Section 3. Amendments. The Budget shall be amended so as to adapt to changing governmental needs during the fiscal year. Any increase in appropriations in any fund for a department, whether through a change in anticipated revenues in any fund or through a transfer of appropriations among departments, shall require the approval of the Mayor and Council, except in the following cases where authority is granted to:

The City Manager, or designee, to:

1. Approve, at his/her discretion, funding of temporary positions and/or overtime within a department using existing department salary when personnel are on extended military leave such as deployment. At no time shall this transfer of position funding be above and beyond the department's approved salary and wages budget.

2. Approve, at his/her discretion, the use of full-time police and/or firefighter position salaries to fund part-time positions and revert funded part-time positions back to full-time as needed. At no time shall this transfer of position funding be above and beyond the department's approved salary and wages budget.

3. Approve, at his/her discretion, an employment starting pay higher than entry-level for sworn Police and Fire personnel and shall further be authorized to approve related budget amendments from operating or benefit contingency, if needed.

4. Approve, at his/her discretion, the use of operating contingency funds budgeted in the Administration department budget toward other department operating needs and shall be further authorized to approve budget amendments for respective uses.

5. Approve, at his/her discretion, the use of benefit contingency funds budgeted in the Transfers and Other Uses department budget toward other benefit needs and with major budget amendment approval by Council.

6. Approve, at his/her discretion, the use of operating contingency funds budgeted in the Transfers & Other Uses department budget toward other Water/Sewer fund department operating needs and shall be further authorized to approve budget amendments for respective uses.

7. Transfer funds from department budgets to establish capital projects and further authorized to approve related budget amendments for respective uses.

8. Transfer funds within a capital project from fund or program contingencies and/or savings in existing projects to establish new projects.

9. The Chief Financial Officer (CFO) shall have the authority to make all necessary accounting adjustments to allocate, via budget amendment, remaining purchase/project funds into the new fiscal year and the City Manager shall have the authority to approve, at his/her discretion, respective budget amendments.

Such amendments shall be recognized as approved changes to this ordinance in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project.

Section 4. Position Allocation. City Council hereby approves allocated positions as outlined in Attachment C and shall approve increases in total City authorized positions.

Vacant positions and associated budget may be reallocated within the same Department or reassigned to another Department and filled authorized positions and associated budget may be reassigned at the same grade level between Departments with authorization of the City Manager.

All changes are authorized within the pay and classification plan and the City Manager is authorized to approve changes in individual salaries in conformity with the adopted plan and existing City policies.

The following new positions are authorized as of July 1, 2025:

- Municipal Court Bailiff (part-time)
- Fire Captain (Training Officer)

The following new positions are authorized as of October 1, 2025:

- Firefighter – Qty 9 positions

The following new positions are authorized as of January 1, 2026:

- Firefighter – Qty 3 positions
- Parks and Recreation Program Manager

Section 5. Additional Provisions. There are hereby established additional provisions as described in this section.

1. There is hereby established intern pay structure definition and moratorium provisions related to the fiscal year July 1, 2025 through June 30, 2026 Budget. The intern pay structure shall be defined as follows:

    a. $10.00 per hour for high school student intern

    b. $12.00 per hour for college undergraduate student intern

    c. $15.00 per hour for graduate student intern

2. Departments shall be restricted from moving vehicle operations funds via budget amendment to other operating line items.

3. It shall be encouraged and recommended to convert overtime earned to compensation time earned when applicable for FY 2026.

4. Permanent, year-round part-time positions with a budgeted minimum of 1,456 annual work hours may be eligible to elect City health and dental insurance.

5. Personnel adjustment requests shall only be considered for approval during the annual budget process. It shall be at City Council's discretion to approve mid fiscal year exceptions for adjustment requests due to legal issues, inability to fill positions or if Council initiated.

6. A moratorium is placed on the cashing-in of leave time by city employees during the fiscal year, except at the discretion of the City Manager, or his/her designee, for:

    a. Medical related requests,

    b. Reimbursement for education costs if a salary savings exists in the department's Salary and Wages line, or:

    c. Other severe emergencies as determined by the City Manager.

So ordained this 9th day of June 2025.

Michael Caldwell, Mayor

_____

CITY OF WOODSTOCK, GEORGIA

ATTEST:

_____

Robyn Adams, City Clerk

Attachment A: FY 2026 Proposed Budget

FUND	DEPARTMENT	FY 2026 BUDGET
101 - GENERAL FUND		
	1110 - MAYOR & COUNCIL	301,538
	1320 - CITY MANAGER	981,528
	1335 - CITY CLERK	426,562
	1510 - FINANCE DEPARTMENT	1,006,122
	1535 - TECHNOLOGY	2,238,481
	1545 - HUMAN RESOURCES/RISK MANA	640,009
	1599 - GENERAL SERVICES	1,645,333
	2115 - MUNICIPAL COURT SERVICES	1,096,016
	3210 - POLICE DEPARTMENT	8,666,395
	3510 - FIRE DEPARTMENT	7,050,536
	4121 - BUILDINGS & GROUNDS	1,378,340
	4215 - STREETS - PUBLIC WORKS	1,527,384
	5525 - W.G. LONG SENIOR CENTER	334,299
	5535 - PARKS & RECREATION	1,848,732
	7220 - BUILDING INSPECTIONS	833,811
	7410 - COMMUNITY DEVELOPMENT	951,864
	7510 - ECONOMIC DEVELOPMENT	311,080
	9999 - TRANSFERS & OTHER GENERAL USES	1,126,946
101 - GENERAL FUND TOTAL		**32,364,976**
201 - TAX ALLOCATION DISTRICT (TAD)		1,581,900
207 - TREE PRESERVATION		15,000
210 - CONFISCATED ASSETS FUND		3,000
213 - OPIOID SETTLEMENT FUND - LOCAL GOV SHARE		25,000
250 - MULTIPLE GRANT FUND		201,330
280 - RENTAL MOTOR VEHICLE EXCISE TAX		400,000
301 - PARKING DECK/REDEVELOPMENT PROJECT FUND		40,000
302 - RIDGEWALK PKWY/I-57 DDI PROJECT FUND		2,039,600
311 - CAPITAL EQUIPMENT FUND		149,500
313 - PARK BOND 2024 (PROJECT FUND)		12,502,441
315 - IMPACT FEE		453,000
320 - GREEN PRINTS PROJECT		15,000
350 - CAPITAL PROJECT FUND		3,000
400 - DEBT SERVICE FUND		3,189,666
410 - DEBT SERVICE FUND (PARK BOND 2024)		1,206,330
435 - SPLOST V		401,400
437 - SPLOST VII		14,962,875
504 - WATER/SEWER TAP FEE FUND		2,381,655
505 - WATER & SEWER		
	1512 - CUSTOMER ACCOUNTING & COL	317,304
	1522 - DEPRECIATION & CAPITAL	2,426,975
	1535 - TECHNOLOGY	40,100

	1599 - GENERAL SERVICES	154,153
	4315 - WASTE WATER TREATMENT PLA	4,438,319
	4335 - SEWER MAINS & COLLECTIONS	1,145,248
	4415 - WATER TRANSMISSION & DIST	3,454,024
	9999 - TRANSFERS & OTHER GENERAL USES	2,077,155
505 - WATER & SEWER TOTAL		**14,053,278**
507 - STORM WATER UTILITY		
	1535 - TECHNOLOGY	14,800
	1599 - GENERAL SERVICES	58,662
	4325 - STORMWATER UTILITY	1,274,556
	9999 - TRANSFERS & OTHER GENERAL USES	238,982
507 - STORM WATER UTILITY TOTAL		**1,587,000**
556 - PARKING OPERATIONS FUND		**1,115,130**
601 - HEALTH INSURANCE FUND		6,177,310
602 - WORKERS COMPENSATION FUND		600,006
603 - DENTAL INSURANCE FUND		200,000
604 - PROPERTY & CASUALTY INSURANCE FUND		1,343,692
742 - HOTEL/MOTEL TAX FUND		790,000
GRAND TOTAL		**97,802,089**

Attachment B: Capital Projects

Attachment B: Capital Projects

DESCRIPTION	CONDITION	FUND #	FUND	DEPT #	DEPARTMENT	FY 2026	PROJECTED ESTIMATES IN FUTURE BUDGET YEARS				
							FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
STREETSCAPES VI - PHASE A MAIN ST TO MILL ST	NEW	201	TAX ALLOCATION DISTRICT	4215	PW STREETS	$ 126,000	$ 674,000	$ -	$ -	$ -	$ -
						$ 126,000	**$ 674,000**	**$ -**	**$ -**	**$ -**	**$ -**
GOHS HEAT GRANT (POLICE)		250	MULTIPLE GRANT FUND	3210	POLICE	$ 146,330	$ 146,330	$ -	$ -	$ -	$ -
DOJ BVP VEST GRANT		250	MULTIPLE GRANT FUND	3210	POLICE	$ 30,000	$ -	$ -	$ -	$ -	$ -
AARP FLAGSHIP GRANT - ADU PLAN DESIGN	NEW	250	MULTIPLE GRANT FUND	7410	COMMUNITY DEVELOPMENT	$ 25,000	$ -	$ -	$ -	$ -	$ -
						$ 201,330	**$ 146,330**	**$ -**	**$ -**	**$ -**	**$ -**
WAYFINDING SIGN PROGRAM - PARKING DECK INTERNAL/EXTERNAL		301	PARKING DECK/REDEVELOPMENT	7510	ECONONOMIC DEVELOPMENT	$ 40,000	$ -	$ -	$ -	$ -	$ -
						$ 40,000	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
RIDGEWALK PKWY / I-575 DDI PROJECT - ROW	REVISED	302	RIDGEWALK PKWY/I-575 DDI FUND	4215	PW STREETS	$ 2,039,600	$ 2,275,501	$ 2,275,501	$ 2,275,501	$ 2,275,501	$ -
						$ 2,039,600	**$ 2,275,501**	**$ 2,275,501**	**$ 2,275,501**	**$ 2,275,501**	**$ -**
10 SETS OF GEAR (YEAR 3 OF 3)		311	CAPITAL EQUIPMENT FUND	3510	FIRE	$ 40,000	$ -	$ -	$ 40,000	$ 40,000	$ 40,000
REAR DISCHARGE MOWER (QTY 1)	NEW	311	CAPITAL EQUIPMENT FUND	4215	PW STREETS	$ 16,500	$ -	$ -	$ -	$ -	$ -
						$ 56,500	**$ -**	**$ -**	**$ 40,000**	**$ 40,000**	**$ 40,000**
LITTLE RIVER PARK - PHASES 1, 2 & 3	REVISED	313	PARK BOND FUND	5535	PARKS & RECREATION	$ 12,502,441	$ 12,502,441	$ -	$ -	$ -	$ -
						$ 12,502,441	**$ 12,502,441**	**$ -**	**$ -**	**$ -**	**$ -**
IMPACT FEE STUDY	NEW	315	IMPACT FEES	7410	COMMUNITY DEVELOPMENT	$ 78,350	$ -	$ -	$ -	$ -	$ -
						$ 78,350	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
PARK SECURITY CAMERAS		320	GREEN PRINTS	1535	IT	$ 8,000	$ -	$ -	$ -	$ -	$ -
						$ 8,000	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
3RD FIRE STATION - DESIGN		435	SPLOST V	3510	FIRE	$ 240,000	$ 5,000,000	$ -	$ -	$ -	$ -
ADMIN VEHICLE - QTY 1	NEW	435	SPLOST V	3510	FIRE	$ 66,400	$ -	$ -	$ -	$ -	$ -
FIRE STATION 10 SIDING REPLACEMENT	NEW	435	SPLOST V	3510	FIRE	$ 35,000	$ -	$ -	$ -	$ -	$ -
FIRE STATION 10 BAY DOOR REPLACEMENT	NEW	435	SPLOST V	3510	FIRE	$ 30,000	$ -	$ -	$ -	$ -	$ -
SNOWPLOW ATTACHMENT	NEW	435	SPLOST V	4215	PW STREETS	$ 30,000	$ -	$ -	$ -	$ -	$ -
						$ 401,400	**$ 5,000,000**	**$ -**	**$ -**	**$ -**	**$ -**
MULTI FUNCTION PRINTER REPLACEMENTS	NEW	437	SPLOST VII	1535	IT	$ 63,100	$ -	$ -	$ -	$ -	$ -
2025 FORD EXPLORER OR EQUIVALENT (REPLACEMENT) - QTY 2	NEW	437	SPLOST VII	3210	POLICE	$ 151,890	$ 454,540	$ 454,540	$ 454,540	$ 454,540	$ -
2025 FORD EXPLORER OR EQUIVALENT (ADDITION) - QTY 1	NEW	437	SPLOST VII	3210	POLICE	$ 80,120	$ -	$ -	$ -	$ -	$ -
FIRE ENGINE	NEW	437	SPLOST VII	3510	FIRE	$ -	$ -	$ -	$ 750,000	$ -	$ -
LMIG REPAVING PROJECT	NEW	437	SPLOST VII	4215	PW STREETS	$ 800,000	$ -	$ -	$ -	$ -	$ -
LMIG BELL INDUSTRIAL TURN LANE	NEW	437	SPLOST VII	4215	PW STREETS	$ 150,000	$ -	$ -	$ -	$ -	$ -
CDBG DUPREE RD CONNECTION (WALKABLE WOODSTOCK)	NEW	437	SPLOST VII	4215	PW STREETS	$ 395,625	$ -	$ -	$ -	$ -	$ -
MARKET ST EXTENSION	NEW	437	SPLOST VII	4215	PW STREETS	$ 159,725	$ 1,268,386	$ -	$ -	$ -	$ -
NEESE RD SOUTHERN SEGMENT		437	SPLOST VII	4215	PW STREETS	$ 1,700,000	$ -	$ -	$ -	$ -	$ -
NEESE RD NORTHERN SEGMENT (GTIB 2)		437	SPLOST VII	4215	PW STREETS	$ 1,000,000	$ 4,980,041	$ -	$ -	$ -	$ -
TOWNELAKE PKWY WIDENING (GTIB 3)		437	SPLOST VII	4215	PW STREETS	$ 2,759,366	$ -	$ -	$ -	$ -	$ -
TRICKUM AT NOCATEE ROUNDABOUT CONSTRUCTION		437	SPLOST VII	4215	PW STREETS	$ 942,000	$ -	$ -	$ -	$ -	$ -
DOBBS SIDEWALKS	NEW	437	SPLOST VII	4215	PW STREETS	$ 350,000	$ 500,000				
NOONDAY CREEK TRL CONNECTION TO ROBBY LEE HOGAN PLAZA - PEDESTRIAN CROSSING	NEW	437	SPLOST VII	4215	PW STREETS	$ 200,000	$ 1,500,000				
TRUCK 3/4 TON (OR EQUIVALENT VEHICLE) (REPLACEMENT)	NEW	437	SPLOST VII	4215	PW STREETS	$ 61,000	$ -	$ -	$ -	$ -	$ -
DUPREE PARK PICKLEBALL COURT RECONSTRUCTION	NEW	437	SPLOST VII	5535	PARKS & RECREATION	$ 100,000					
GDOT NOONDAY CREEK TRAIL CONSTRUCTION	REVISED	437	SPLOST VII	5535	PARKS & RECREATION	$ 3,895,690	$ -	$ -	$ -	$ -	$ -
						$ 12,808,516	**$ 8,702,967**	**$ 454,540**	**$ 1,204,540**	**$ 454,540**	**$ -**
WWTP GENERATOR	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 118,160	$ -	$ -	$ -	$ -	$ -
WWTP AIR COMPRESSOR	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 10,050	$ -	$ -	$ -	$ -	$ -
WWTP MBR TANK 2 WALL COATING (1 OF 4)	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 100,000	$ -	$ -	$ -	$ -	$ -
WWTP RAS PUMP 4 REBUILD	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 11,475	$ -	$ -	$ -	$ -	$ -
WWTP UV DISINFECTION	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 246,000	$ -	$ -	$ -	$ -	$ -
WWTP DRUM PRESS	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 37,715	$ -	$ -	$ -	$ -	$ -
LIFT STATION BROOKSHIRE 2 (PUMP)	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 19,415	$ -	$ -	$ -	$ -	$ -
LIFT STATION BELL PARK 1 (PUMP)	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 19,700	$ -	$ -	$ -	$ -	$ -
LIFT STATION WOODSTOCK FIRST BAPTIST CHURCH (PUMP)	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 47,650	$ -	$ -	$ -	$ -	$ -
LIFT STATION CREEKVIEW (PUMP)	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 70,765	$ -	$ -	$ -	$ -	$ -
LIFT STATION KINGSGATE 2 (PUMP)	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 77,975	$ -	$ -	$ -	$ -	$ -
WWTP RELOCATE BLEACH LINES	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 17,000	$ -	$ -	$ -	$ -	$ -
WWTP PERMEATE PUMP 4	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 56,500	$ -	$ -	$ -	$ -	$ -
WWTP VFD RAS PUMPS	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 28,750	$ -	$ -	$ -	$ -	$ -
WWTP BLOWER SCFM METER	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 12,500	$ -	$ -	$ -	$ -	$ -
WWTP BLOWER LINE	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 50,000	$ -	$ -	$ -	$ -	$ -
WWTP BACKPULSE TANK	NEW	504	WATER/SEWER TAP FEE FUND	4315	WWTP	$ 40,000	$ -	$ -	$ -	$ -	$ -
SEWER MANHOLE REHABILITATION	NEW	504	WATER/SEWER TAP FEE FUND	4335	SEWER MAINS	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000
WWTP WEST TRUNK LINE IMPROVEMENT PROJECT	NEW	504	WATER/SEWER TAP FEE FUND	4335	SEWER MAINS	$ 500,000	$ -	$ -	$ -	$ -	$ -
WATER SEWER MODELING PROJECT	NEW	504	WATER/SEWER TAP FEE FUND	4335	SEWER MAINS	$ 25,000	$ -	$ -	$ -	$ -	$ -

Attachment B: Capital Projects

DESCRIPTION	CONDITION	FUND #	FUND	DEPT #	DEPARTMENT	FY 2026	PROJECTED ESTIMATES IN FUTURE BUDGET YEARS				
							FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
WATER LINE REPLACEMENT	NEW	504	WATER/SEWER TAP FEE FUND	4415	WATER TRANSMISSIONS	$ 100,000	$ -	$ -	$ -	$ -	$ -
UTILITY (WATER/SEWER) RELOCATIONS ROAD PROJECTS	NEW	504	WATER/SEWER TAP FEE FUND	4415	WATER TRANSMISSIONS	$ 100,000	$ -	$ -	$ -	$ -	$ -
GROUNDWATER WELL EXPLORATION	NEW	504	WATER/SEWER TAP FEE FUND	4415	WATER TRANSMISSIONS	$ 100,000	$ 100,000	$ -	$ -	$ -	$ -
						$ 2,038,655	**$ 350,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**	**$ 250,000**
SERVICE TRUCK (REPLACEMENT) - QTY 1	NEW	505	WATER/SEWER	4335	SEWER MAINS	$ 82,000	$ -	$ -	$ -	$ -	$ -
						$ 82,000	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
UNDESIGNATED PROJECTS	NEW	507	STORM WATER	4235	STORM WATER	$ 94,374	$ -	$ -	$ -	$ -	$ -
						$ 94,374	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Attachment C: Position Allocations

	POSITIONS BY DEPARTMENT	FY 2022		FY 2023		FY 2024		FY 2025		FY 2026	
		F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
101	**GENERAL FUND**										
	1110 - MAYOR & COUNCIL	-	7	-	7	-	7	-	7	-	7
	1320 - CITY MANAGER	3	-	3	-	5	-	5	-	5	-
	1335 - CITY CLERK	1	-	1	-	3	-	3	-	3	-
	1510 - FINANCE DEPARTMENT	7	-	7	-	7	-	7	1	8	-
	1535 - TECHNOLOGY (GIS COMBINED IN FY 2024)	3	1	3	1	7	-	7	-	7	-
	1545 - HUMAN RESOURCES	4	-	4	-	4	-	4	1	4	1
	2115 - MUNICIPAL COURT SERVICES (INCLUDES JUDGE FY 2021 – 2025)	3	1	4	1	3	1	3	1	3	1
	3210 - POLICE DEPARTMENT	66	-	67	-	67	-	69	-	69	-
	3510 - FIRE DEPARTMENT	54	-	54	-	54	-	55	-	68	-
	4121 - BUILDINGS & GROUNDS	2	-	3	-	3	-	3	-	3	-
	4215 - STREETS - PUBLIC WORKS	9	-	9	-	9	-	9	-	9	-
	5525 - W.G. LONG SENIOR CENTER (PREVIOUSLY INCLUDED IN PARKS & RECREATION)	-	-	-	-	2	2	2	2	2	2
	5535 - PARKS & RECREATION	14	4	14	4	12	1	13	1	13	1
	7220 - BUILDING INSPECTIONS	8	-	8	1	8	-	8	-	8	-
	7410 - COMMUNITY DEVELOPMENT	9	-	9	-	9	1	9	1	9	1
	7412 - GIS (ABSORBED INTO TECHNOLOGY FY 2024)	3	-	3		-	-				
	7510 - ECONOMIC DEVELOPMENT	2	-	2	-	2	-	2	-	2	-
	TOTAL 101 FUND	**188**	**13**	**191**	**14**	**195**	**12**	**199**	**14**	**213**	**13**
505	**WATER/SEWER FUND**										
	1512 - CUSTOMER ACCOUNTING & COL	3	-	3	-	3	-	3	1	3	-
	4315 - WASTE WATER TREATMENT PLANT (ABSORBED BY 3RD PARTY CONTRACT FY 2023)	6	-								
	4335 - SEWER MAINS & COLLECTIONS	10	-	9	-	7	-	8	-	9	-
	4415 - WATER TRANSMISSION & DIST	2	-	2	-	2	-	2	-	2	-
	TOTAL 505 FUND	**21**	**-**	**14**	**-**	**12**	**-**	**13**	**1**	**14**	**-**
507	**STORMWATER FUND**										
	4325 - STORMWATER UTILITY	8	-	8	-	8	-	8	-	8	-
742	**HOTEL/MOTEL FUND**										
	7610 - DDA/TOURISM	2	2	3	2	3	2	3	2	3	2
	TOTAL FTE'S	**219**	**15**	**216**	**16**	**218**	**14**	**223**	**17**	**238**	**15**

New positions in FY 2026:

- Municipal Court Bailiff (part-time)
- Parks and Recreation Program Manager
- Fire Captain (Training Officer)
- Firefighter – Qty 12 positions

FY 2026 PROPOSED BUDGET

1ST READING/PUBLIC HEARING

05/19/2025

Budget Committee:

Jeff Moon
Coty Thigpen
Ron Shelby
Crystal L. Welch
Katy Leggett

FY 2026 Budget Fund Status

- General Fund
  - *Balanced*
  - *Property Tax*
    - Budget predicated upon estimated 2% new construction growth
- Water/Sewer Fund
  - *Balanced*
  - *Water rate increase (4%)*
- Storm Water Fund
  - *Balanced*
  - *Storm Water rate increase under consideration*
    - Additional revenue to fund additional SW projects
- Parks Bond Fund (Debt Service Fund)
  - *Balanced*
  - *Separate millage rate to be set*
- All Other Funds
  - *Balanced*

Changes Suggested Since Initial Distribution to Mayor/Council

- Adjusted Police vacancy rate to 4%
- Adjusted Fire vacancy rate to 4%
- Decreased health insurance allocation
  - *$500,000 Total city-wide*
- Increased property & casualty to include additional umbrella liability
  - *$18,300 Total city-wide*
- Added new capital project fund (Fund 302)
  - *Ridgewalk Pkwy/I-575 DDI*
- Re-evaluated and adjusted revenues and operating expenditures as necessary

Budget Committee Suggestions/Assumptions

- Health Insurance Fund allocation increased 4% from FY 2025
  - *Using Health Insurance Fund Reserves to offset $1,500,000*
- GMEBS (Pension) contribution increase 9% ($125,434)
  - *Budgeted actuarial recommendation*
- Property & Casualty Insurance increase 41% over FY 2025
- 2023 DDA Bond (Parking Deck) Debt Service Payment 100% TAD
  - *TAD transfer to Debt Service $1,455,900*

Budget Committee Suggestions/Assumptions
(continued)

- No out-of-town retreat included
- No lobbyist funding included
- Sequoyah Regional Library System (SRLS) contribution $10,000
- County Economic Development contribution $20,000
- Some use of reserves for one-time expenditures in General Fund & Water/Sewer Fund

Budget Committee Suggestions/Assumptions
(continued)

- Compensation:
  - *2% Cost of Living Adjustments (COLA) (full year)*
    - Capped at $2,000
  - *Merit Program (effective Apr – Jun) ($133,486)*
    - Calculated at 3% of city-wide salaries
    - $541,210 full year effect on following FY
- Personnel:
  - New Personnel
    - 1 part-time position
    - 14 full-time positions (12 new firefighter positions)
  - Reclassified Positions – 5 positions
  - Current Personnel Adjustments – 9 positions
  - Training & development $388,000 city-wide
- Some dept salaries include budgeted vacancies:
  - Police budgeted at 96% ($192,785 savings)
  - Fire budgeted at 96% ($181,931 savings)

Budget Committee Suggestions/Assumptions
(continued)

Position Count by Fund (FY25 vs. FY26)				
	FY 2025		FY 2026 Proposed	
Fund	Full-Time	Part-Time	Full-Time	Part-Time
101 – General Fund	198	14	212*	13
505 – Water/Sewer	13	1	14*	-
507 – Stormwater	8	-	8	-
742 – Hotel/Motel	3	2	3	2
Total Positions	**222**	**17**	**237**	**15**

*FY 2026 – 1 position added in General Fund. However, funding is split 50/50 between General Fund & W/S.

Compensation Changes - FY 2026

- 2% Cost of Living Adjustments (COLA) (full year)
  - *Capped at $2,000*
- Increased Employee contribution of health insurance cost

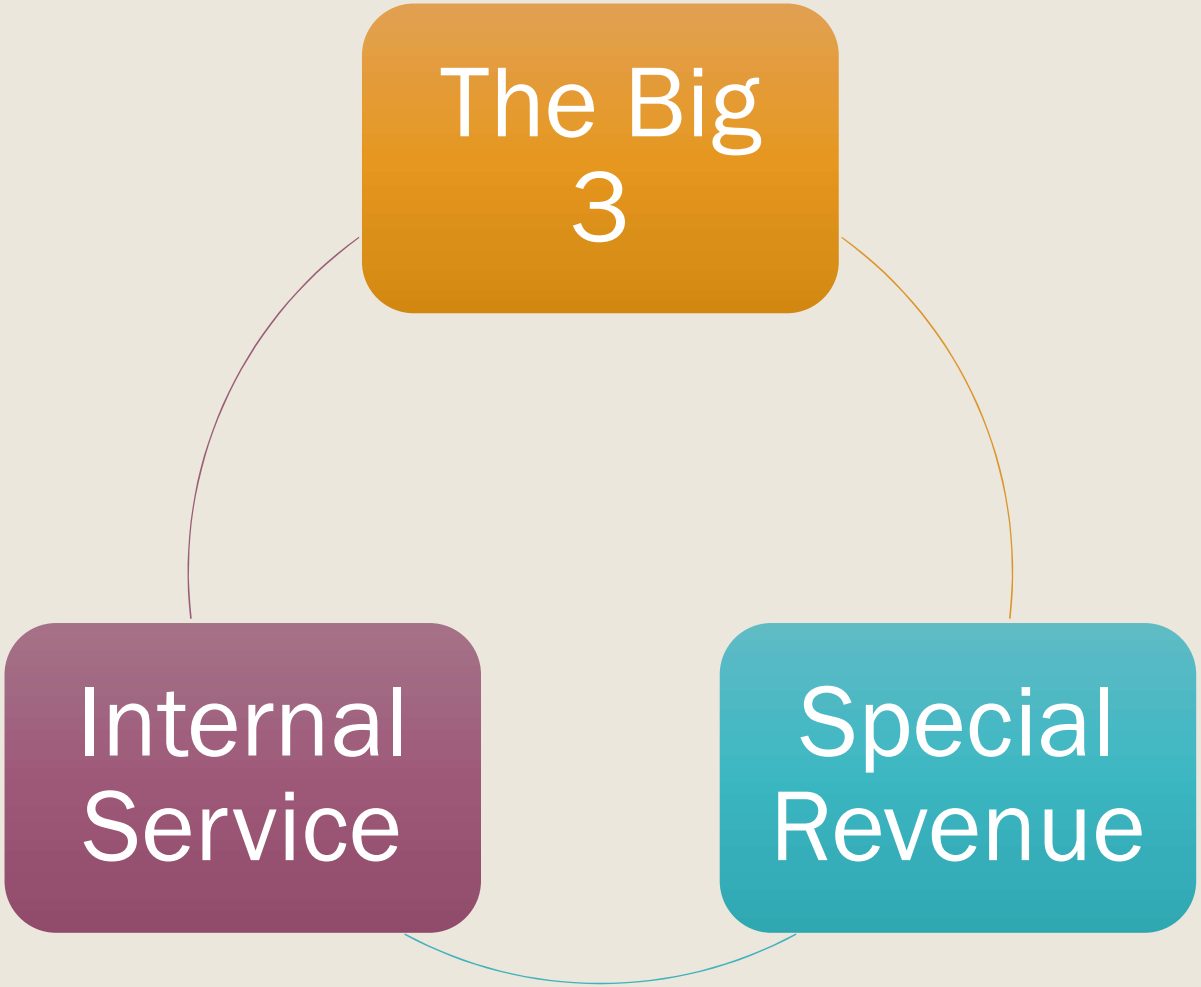
Compensation – Future

- Employee health insurance share – Long-Term Target
  - *Set employee contribution*
    - 10% Employee Only
    - 15% Employee +1 and Family
    - Except for high-deductible plan
- Evaluate continuing pension for new employees
- Evaluate pension employee match for new employees
- Revise compensation strategy
  - *COLA, merit, longevity, additional compensation*
- Revise PTO payout

Major Budget Ordinance Provisions

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

Fund Categories



The Big 3

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

Special Revenue

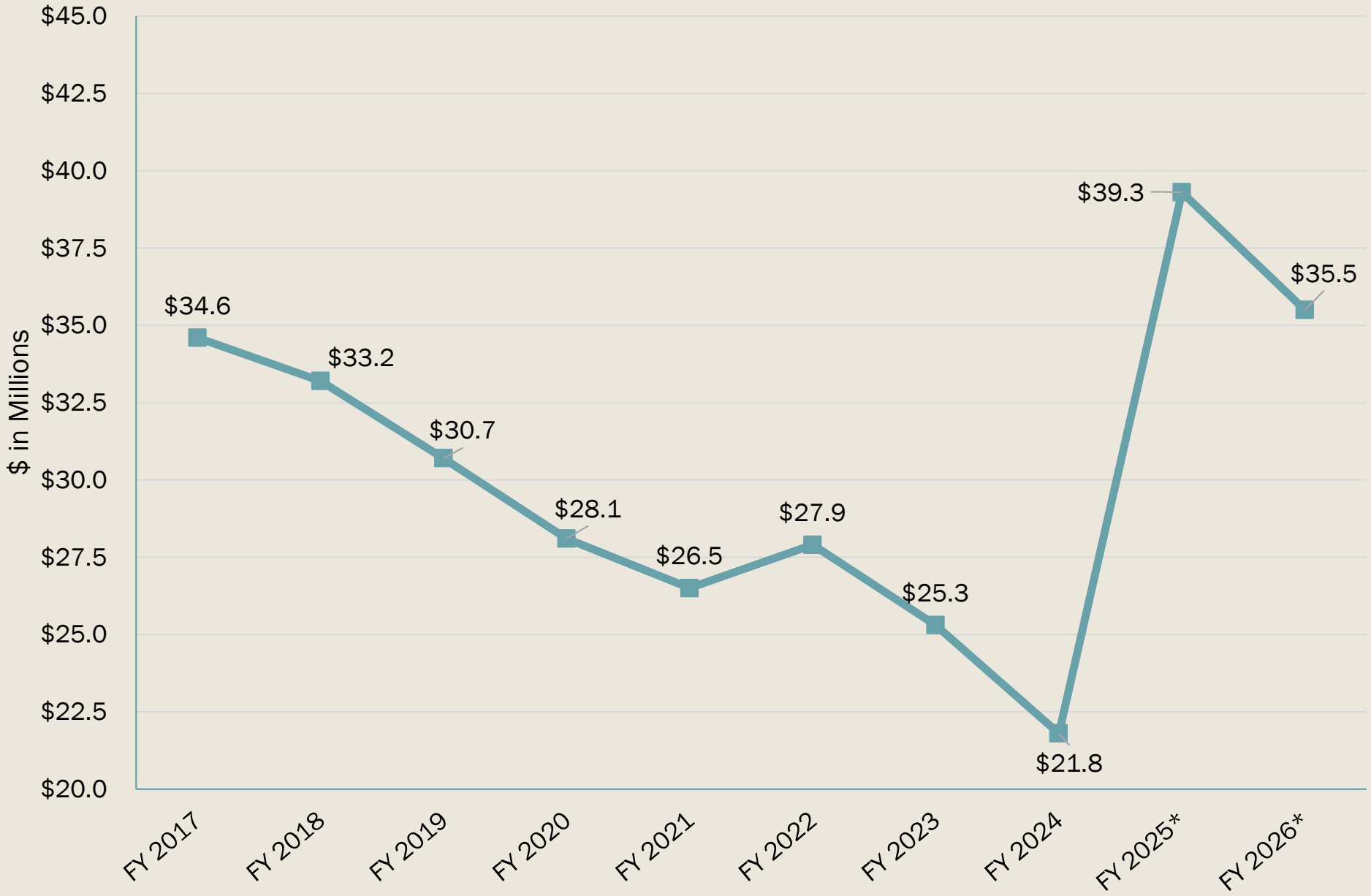
- 201 – TAD
- 207 – Tree Preservation
- 210 – Confiscated Assets
- 213 – Opioid Settlements
- 250 – Multiple Grant Fund
- 280 – Excise Tax
- 301 – Parking Deck/Redev
- 311 – Capital Equipment Fund (CEF)
- 312 – Parking Deck (Bond) Fund
- 313 – 2024 Parks Bond Project Fund
- 315 – Impact Fees
- 320 –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

Internal Service

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

Debt Balance History

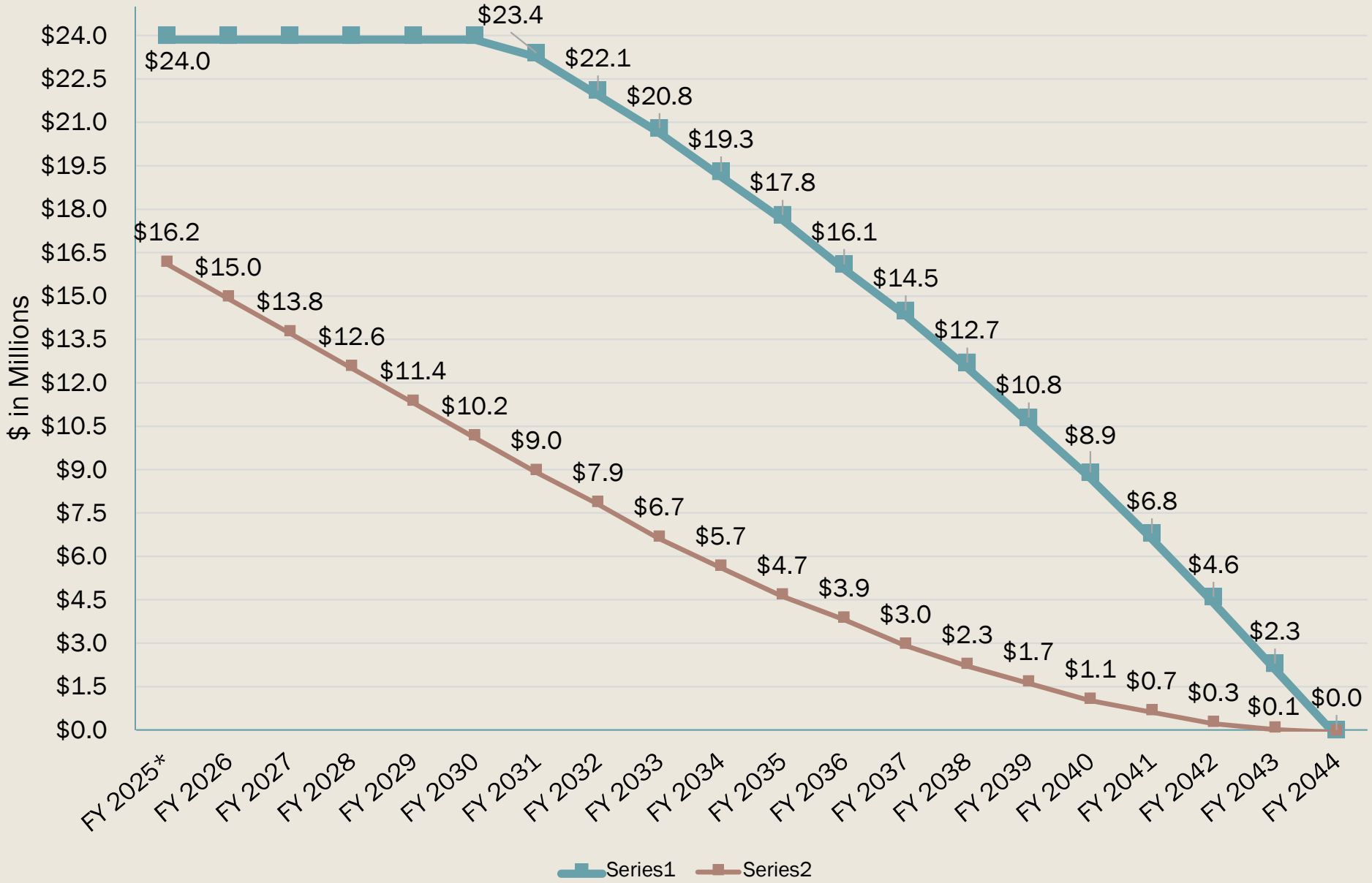
($ in Millions)



*Includes GTIB line(s) of credit
*Excludes 2024 Parks GO Bond

2024 Parks GO Bond - Debt Pay Down

($ in Millions)



*Debt service payments begin

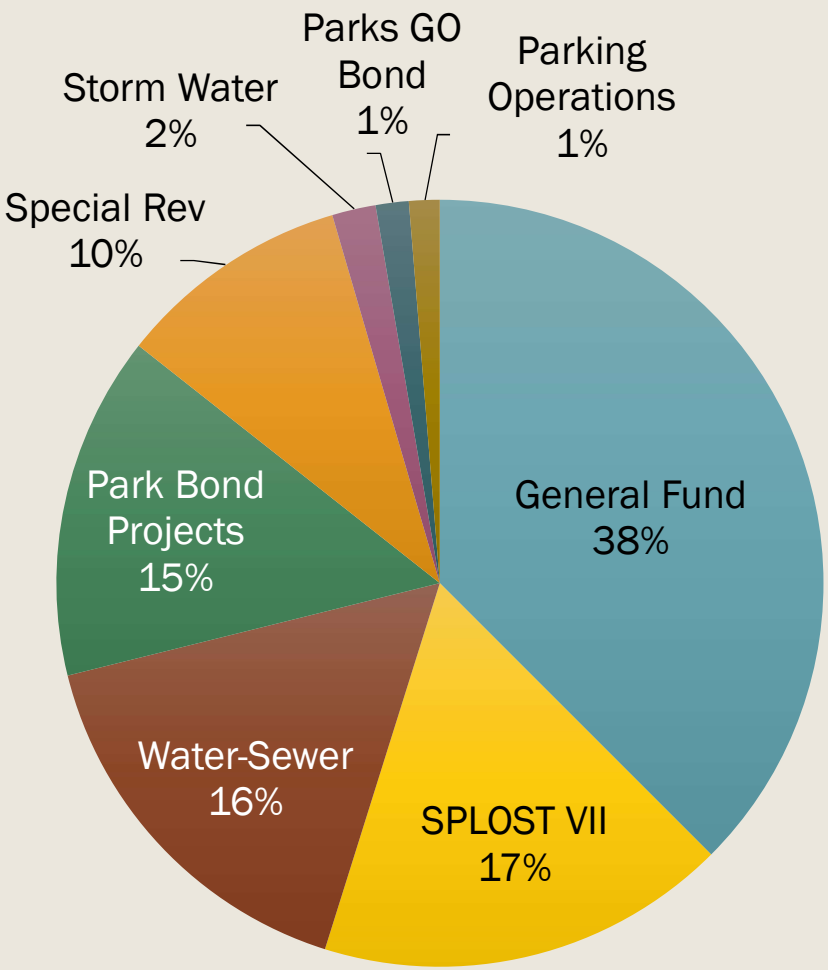
**Will require separate millage rate

General Fund Unassigned Fund Balance History

Fiscal Year End	Unassigned Fund Balance*	Percentage (Target 25% of GF Revenues)
FYE 2024	$ 14,672,976	53.1%
FYE 2023	$ 14,336,180	53.9%
FYE 2022	$ 9,997,824	47.8%
FYE 2021	$ 7,006,326	35.5%
FYE 2020	$ 5,933,891	30.4%
FYE 2019	$ 6,268,509	33.9%
FYE 2018	$ 6,042,101	32.0%
FYE 2017	$ 5,466,373	33.6%
FYE 2016	$ 4,675,003	32.6%
FYE 2015	$ 2,922,687	20.2%
*Audited Unassigned Fund Balance as of 06/30 FYE		

FY 2026 Budget Overview

General Fund	$ 32,364,976
Water-Sewer	$ 14,053,278
Storm Water	$ 1,587,000
SPLOST VII	$ 14,962,875
Parking Deck Ops	$ 1,115,130
Parks GO Bond (Debt Service Fund)	$ 1,206,330
Park Bond Projects	$ 12,502,441
Special Rev	$ 8,499,385
Proposed FY26	$ 86,291,415*
Amended FY25	$ 81,771,245**

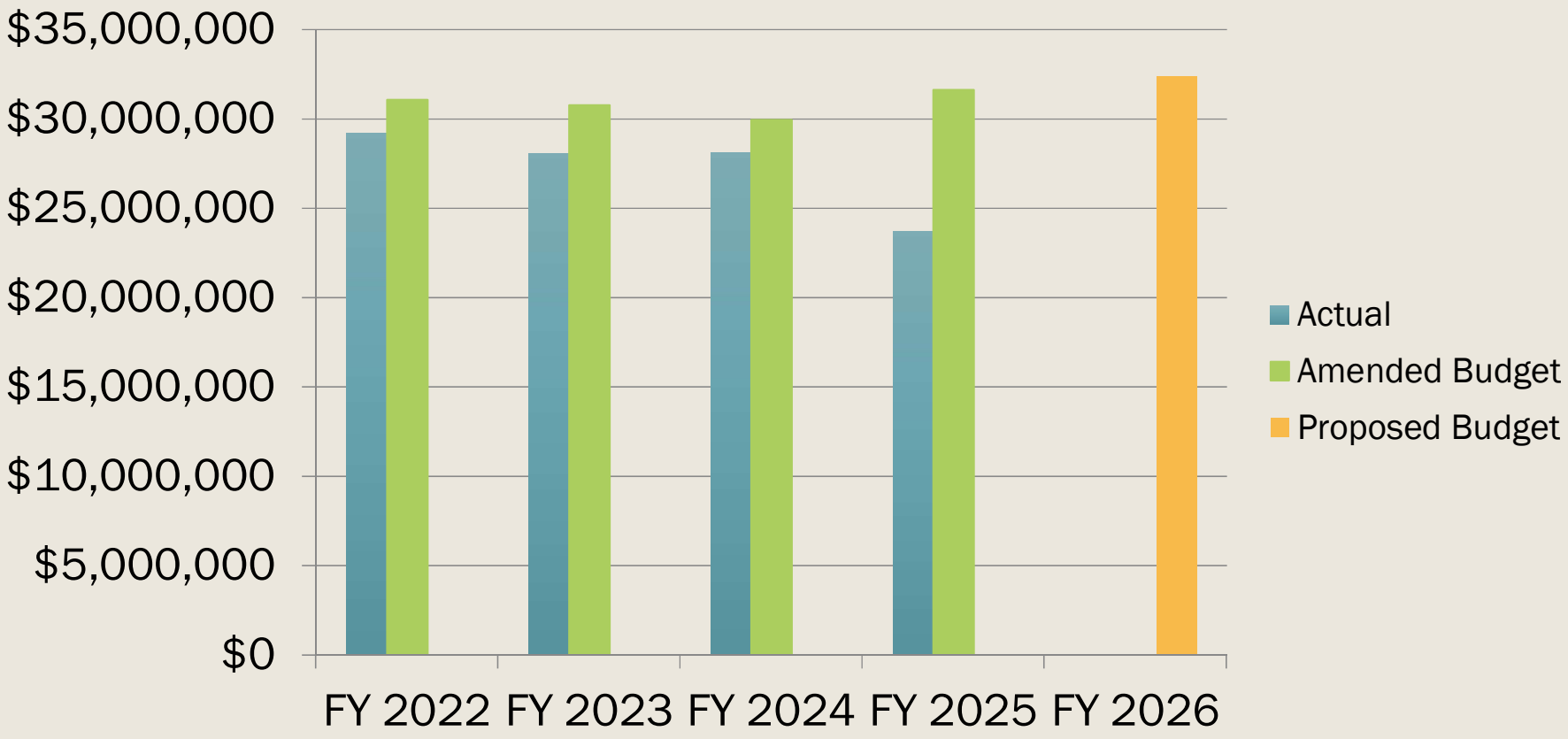


FY 2026 Budget By Fund

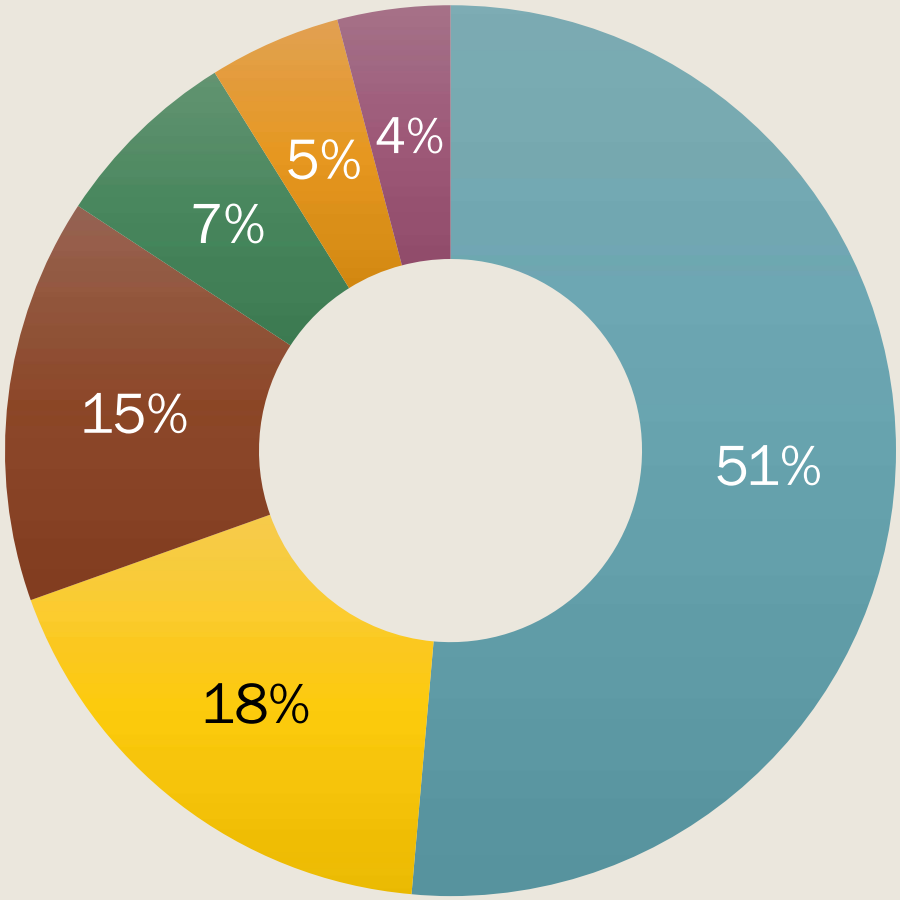
*Debt & Internal Service Funds netted out of total budgets FY25 & FY26.
**Bond issues netted out of total budgets FY25.

General Fund – FY 2026

FY 2025 Amend.	$31,599,957
FY 2026 Proposed	$32,364,976
Increase	$ 765,019
% Increase	2%



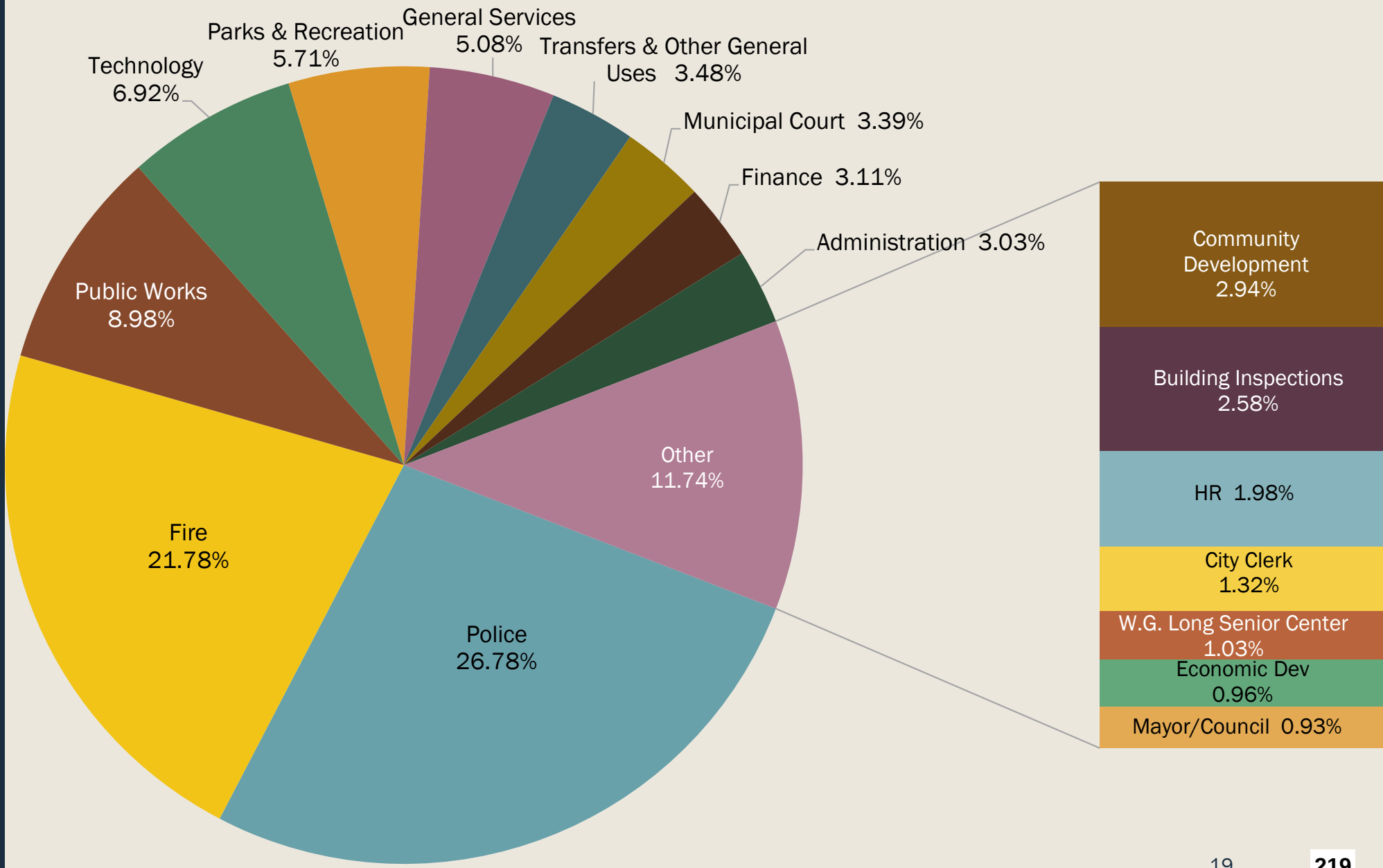
General Fund Revenue
$ 32,364,976



Operating

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

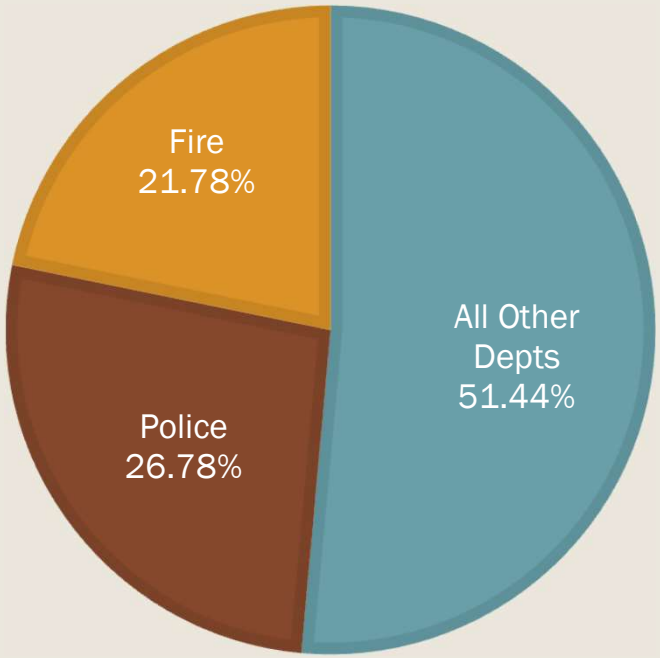
General Fund Expenditure
$ 32,364,976



101
GENERAL FUND
PUBLIC SAFETY OPERATING FUNDING OVERVIEW

Dept	FY 2025 Amended	FY 2026 Proposed*	Net Variance FY25 vs FY26
Police	$ 8,721,682	$ 8,666,395	($ 55,287)
Fire	$ 6,306,296	$ 7,050,536	$ 744,240*
Net Variance FY 25 vs FY 26		Funding Increase	$ 688,953

% OF GENERAL FUND



*Fire Dept increase is primarily cost of 12 new FF positions
**Other Public Safety expenditures reside in capital projects funds (e.g., SPLOST V & VII)

101 GENERAL FUND OVERVIEW

FY 25 Amend.	$ 31,599,957
FY 26 Proposed	$ 32,364,976
Increase	$ 765,019

- Recurring Revenues are projected to be up 2%
- Property Tax Revenue is predicated upon estimated 2% new construction growth
- Transfer for capital
- Some use of reserves for new firefighter positions, capital projects and contingency reserves $1,130,863

101
GENERAL FUND OVERVIEW
(Continued)

- $100,000 Council Contingency Reserves
- $50,000 Operating Contingency Reserves
- Contribution to Sequoyah Regional Library System (SRLS) $10,000
- Contribution to County Economic Development $20,000
- Transfer to Debt Service Fund
  - *2020 DDA Bond (Morgan's) $351,243*
- Transfers to Capital Equipment Fund
  - *Fire Gear $133,000*
  - *Public Works Equipment $16,500*
- Transfer to new Property & Casualty Fund $200,000

101
GENERAL FUND
PERSONNEL OVERVIEW

- New positions
  - *1 part-time positions*
    - Municipal Court Bailiff (Jul – Jun)
  - *14 full-time positions*
    - Fire Captain - Training Officer (Jul – Jun)
    - Firefighter - Qty 12
      - *Qty 9 (Oct – Jun)*
      - *Qty 3 (Jan – Jun)*
    - Parks & Rec Program Manager (Jan – Jun)

101
GENERAL FUND
PERSONNEL OVERVIEW
(continued)

- Reclassifications
  - *Capital Improvement Plan Administrator*
    - Split funding between GF & W/S Funds
  - *Grant Manager to Administrative Services Coordinator*
  - *Accounting Technician to Financial Analyst – Accounts Receivable*
  - *Purchasing Technician – Part-Time Status to Full-Time Status*

- Salary Adjustments – Current Personnel
  - *Some salary adjustments for certification attainment*
  - *2% COLA w/ $2,000 cap (Jul - Jun) $348,832 (across all funds)*
  - *Merit program (Apr – Jun) $133,486 (across all funds)*
    - $541,210 full year effect on following FY

505 WATER/SEWER

OVERVIEW

FY 25 Amend.*	$ 12,966,783
FY 26 Proposed	$ 14,053,278
Increase	$ 1,086,495

*Net transfer to Fund 504 W/S Tap Fees

- Water rate increase
  - 4% rate increase
  - Effective July 1, 2025
- WWTP EOM contracts
- Increased cost allocation to G/F

505
WATER/SEWER FUND
CAPITAL OVERVIEW

- Total Water/Sewer Fund Capital $82,000
  - *Sewer Mains Capital $82,000*
    - Service Truck (replacement)
- *Additional capital in 504 Tap Fee Fund

505
WATER/SEWER FUND
PERSONNEL OVERVIEW

- No new personnel

- Reclassifications
  - *Capital Improvement Plan Administrator*
    - Split funding between GF & W/S Funds
  - *Senior Administrative Assistant*
    - Move from UB to Sewer Mains (Dept change only)
  - *UB Customer Service Representative - Part-Time Status to Full-Time Status (Jan – Jun)*

- Salary Adjustments – Current Personnel
  - *2% COLA w/ $2,000 cap (Jul - Jun) $348,832 (across all funds)*
  - *Merit program (Apr – Jun) $133,486 (across all funds)*
    - $541,210 full year effect on following FY

504 WATER/SEWER TAP FEE FUND

OVERVIEW

FY 25 Amend.	$ 2,811,563
FY 26 Proposed	$ 2,381,655
Decrease	($ 429,908)

- No water tap fee increase
- No sewer tap fee increase
- Use of reserves for capital projects $1,051,655

504
WATER/SEWER TAP FEE FUND CAPITAL OVERVIEW

- Total Water/Sewer Fund Capital $2,038,655
  - *Sewer Mains Capital $775,000*
    - Sewer manhole rehabilitation project $250,000
    - West Water Trunk Line Improvement Project $500,000
    - Water/Sewer Modeling Project $25,000
  - *Water Transmissions Capital $300,000*
    - Water Line Replacement Project $100,000
    - Utility (W/S) Relocations $100,000
    - Groundwater Well exploration $100,000
  - *WWTP Capital $963,655*
    - Various Equipment/Machinery Replacements & Repairs $365,150
    - Various Liftstation Pump Replacements $252,505
    - MBR Tank 2 Wall Coating $100,000
    - UV Disinfection System Replacement $246,000

507
STORM WATER

OVERVIEW

FY 25 Amend.	$ 1,757,309
FY 26 Proposed	$ 1,587,000
Decrease	$ (170,309)

- Storm Water rate increase under consideration
  - *Additional revenue to fund additional stormwater projects*
- Increased cost allocation to G/F
- No use of Reserves

507
STORM WATER FUND
CAPITAL OVERVIEW

- Total Storm Water Fund Capital $94,374
  - *Undesignated Projects*

507
STORM WATER FUND
PERSONNEL OVERVIEW

- No new personnel
- Reclassifications
  - *Project Coordinator to Project Manager*
- Salary Adjustments – Current Personnel
  - *2% COLA w/ $2,000 cap (Jul - Jun) $348,832 (across all funds)*
  - *Merit program (Apr – Jun) $133,486 (across all funds)*
    - $541,210 full year effect on following FY

SPECIAL REVENUE FUND – 313 PARKS BOND PROJECT FUND

OVERVIEW

Total Projects $ 26,953,193

Project-Length Budget

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

313
PARKS BOND PROJECT FUND OVERVIEW
(CONTINUED)

- Approved Projects:
  - Little River Park All Phases $18,329,062
    - In Progress – FY 2026 $12,502,441
  - Future Fiscal Years
    - Rubes Creek South Connector $587,741
    - Rubes Creek West Connector $461,401
    - Water Trail $130,000
    - Neese & Arnold Mill Rd Connections $2,966,711
    - Buckhead Crossing Boardwalk $650,000
    - Parks Projects (Undesignated) $3,828,278

SPECIAL REVENUE FUND – 437 SPLOST VII

OVERVIEW

FY 25 Amended $ 10,139,764

FY 26 Proposed $ 14,962,875

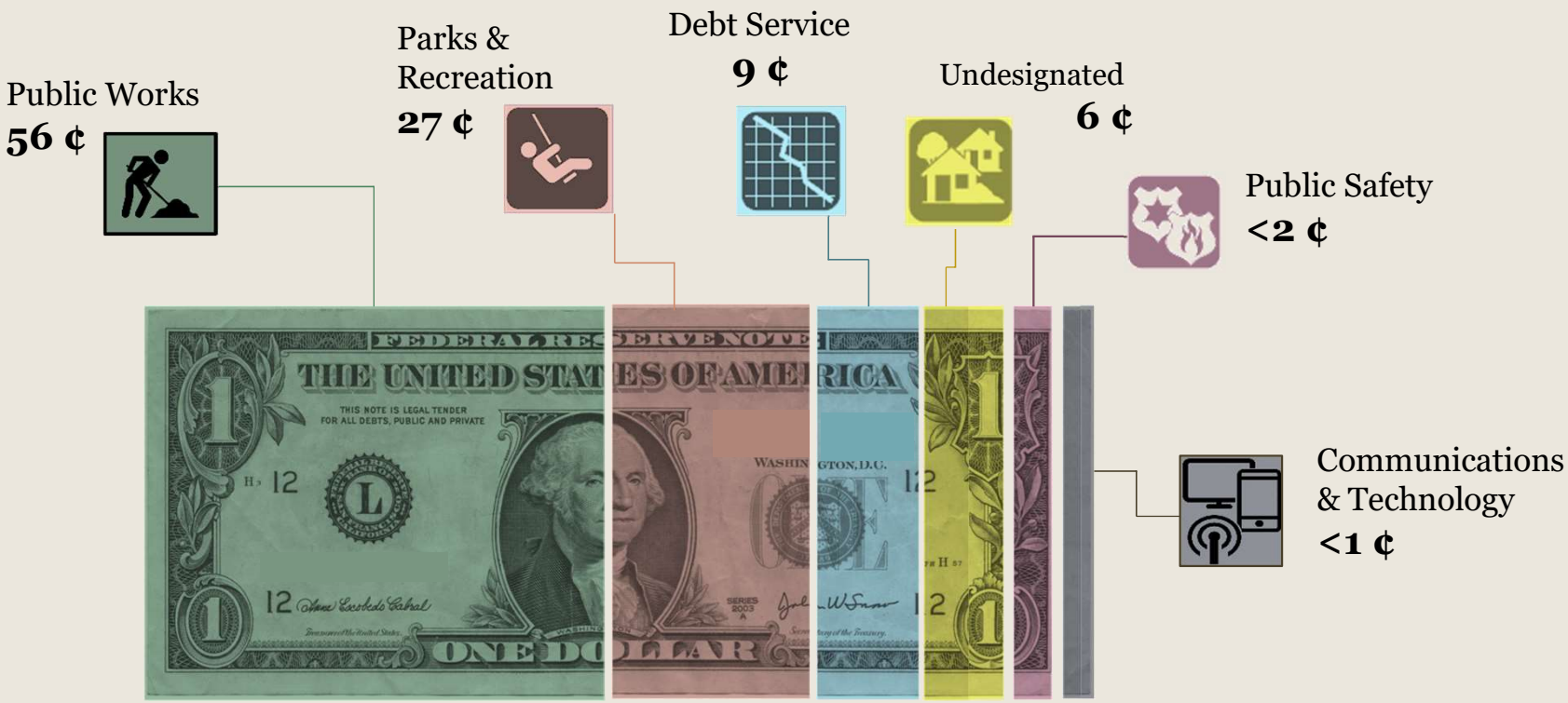
Project-Length Budgets

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

437
SPLOST VII OVERVIEW
(CONTINUED)

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

437
SPLOST VII OVERVIEW
FY 2026 Only



SPLOST VII OVERVIEW – New FY 2026

(CONTINUED)

- Information Technology
  - Printer Replacements $63,100
- Police Dept
  - Qty 2 Patrol Vehicles (replacements) $151,890
  - Qty 1 Patrol Vehicle (addition) $80,120
- Fire Dept
  - Fire Engine $ -
    - Authorization to place order – 36-month lead time
- Parks & Recreation
  - Dupree Park Pickleball Court Reconstruction $100,000
  - Noonday Creek Trail Extension $3,895,690

437
SPLOST VII OVERVIEW – New FY 2026
(CONTINUED)

- Public Works – Streets
  - Road resurfacing project (LMIG) $800,000
  - Bell Industrial Turn Lane (LMIG) $150,000
  - CDBG Dupree Rd Connection (Walkable Woodstock) $395,625
  - Market St. Extension I ROW $159,725
  - Neese Rd Southern Segment Construction $1,700,000
  - Neese Rd Northern Segment (GTIB 2) Construction $1,000,000
  - Dobbs Sidewalks – Design & Construction $350,000
  - Towne Lake Pkwy Widening (GTIB 3) $2,759,366
  - Trickum Rd & Nocatee Roundabout Construction $942,000
  - Noonday Creek Trl Connection to Robby Lee Hogan Plaza
    - Design & Pedestrian Crossing at Main St./Elm St. $200,000
  - Vehicle Replacement $61,000

ALL OTHER SPECIAL REVENUE FUNDS

OVERVIEW

FY 25 Amend.	$ 13,720,683
FY 26 Proposed*	$ 8,499,385
Decrease	($ 5,221,298)

Project-Length Budgets

- Major Items
  - TAD
  - Multiple Grant Fund
  - Ridgewalk/I-575 DDI Project Fund
  - Capital Equipment Fund
  - Impact Fee Fund
  - Parking Operations Fund

*Debt & Internal Service Funds netted out.

201
TAD Overview

- Streetscapes VI $126,000 (city's portion)
  - *Phase A – Main St. to Mill St.*
  - *DDA funding additional portion $319,740*
- Any current FY projects rolling over into FY 2026

250
Multiple Grant Fund Overview

- GOHS Police Heat Grant $146,330
- DOJ BVP Police Vest Grant $30,000
- AARP Flagship Grant – ADU Design Plans $25,000

302
Ridgewalk Pkwy/I-575 DDI Fund Overview

- New capital project fund in FY 2026
- ROW acquisition $2,039,600

311
Capital Equipment Fund Overview

- Fire Dept
  - 10 sets of gear $40,000
- Public Works - Streets
  - Rear discharge mower Qty 1 $16,500

315
Impact Fee Fund

- Impact Fee Study $78,350

556
Parking Operations Fund Overview

- General Operating Costs $68,320
- Parking Guidance System $16,500
- Parking Management Services $405,000

Additional Items

- Digest timeline
  - *Assessment notices mid-May (typically)*
    - County announced delay for 2025 notices
  - *Appeal period ends 45 days from assessment notice date*
  - *Certified digest typically received in July*

CITY OF WOODSTOCK

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

AGENDA ITEM NO. 7.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Hannah Menard, Community Development
ITEM TYPE:	Ordinance 1st or 2nd Reading
AGENDA SECTION:	PUBLIC HEARING
SUBJECT:	**Consideration of CUP#088-25: 195 Towne Lake Parkway (Public Hearing/Vote)**
SUGGESTED ACTION:	Request for consideration of CUP#088-25. Staff recommends that Council approve a Conditional Use Permit (CUP) for a "Gas/Fuel Station" at 195 Towne Lake Parkway, subject to the staff-recommended conditions of approval.

ATTACHMENTS:

CUP#088-25 Ordinance 2025-011.pdf
CUP#088-25 CC Staff Report V2.pdf
Attachment B - Application_Redacted.pdf
Attachment C - Site Plan.pdf
Attachment D - Tank Letter_Redacted.pdf
Attachment E - Pub Input_Redacted.pdf

CITY OF WOODSTOCK, GEORGIA
ORDINANCE NO. 2025-011

(Project No. CUP#088-25 – 195 Towne Lake Pkwy)

REZONING property within the corporate limits of the City of Woodstock, Georgia to allow a Gas/Fuel Station as a Conditional Use on a certain property zoned DT-GC (Downtown, Residential/Office), said property being ±1.05 acres located in Land Lot 1019 of the 15th District, 2nd Section, Cherokee County, Georgia, and being Tax Map and Parcel Number 92N07 007A, located at 195 Towne Lake Parkway, Woodstock, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference (the "Property").

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

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

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

WHEREAS, THE MAYOR AND Council of the City of Woodstock have determined that rezoning the above identified property would be in the best interest of the property owners of the area and of the citizens of the City of Woodstock; and

WHEREAS, said rezoning request application is and has been accessible to members of the public who are, or may be, affected by it, having been kept and maintained for public inspection during the normal business hours at Woodstock City Hall, and notice of intent to take action having been published in the Cherokee Tribune, a newspaper of general circulation within the territorial boundaries of the municipality of the City of Woodstock, for a period of at least fifteen (15 days) prior but not more than forty-five (45) days prior to the public hearing date; and

WHEREAS, in accordance with Section 7.503 of Land Development Ordinance of the City of Woodstock, Georgia, the government authority of the City of Woodstock has read and evaluated the proposed Conditional Use Permit requests using the following criteria:

a) Whether or not there will be a significant adverse effect on the surrounding area in which the proposed use will be located.
b) Whether or not the use is otherwise compatible with the surrounding area.
c) Whether or not the proposed use will result in a nuisance as defined under State law.

d) Whether or not quiet enjoyment of surrounding property will be adversely affected.
e) Whether or not property values of surrounding property will be adversely affected.
f) Whether or not adequate provision are made for parking and traffic considerations.
g) Whether or not the site or intensity of the use is appropriate.
h) Whether or not special or unique conditions created by the use are consistent with the purposes, intent and goals of the Comprehensive town Plan.
i) Whether or not adequate provisions are made regarding hours of operation.
j) Whether or not adequate controls and limits are placed on commercial and business deliveries.
k) Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.
l) Whether or not the public health, safety, welfare, or moral concerns of the surrounding neighborhood will be adversely affected.
m) Whether the application complies with any applicable specific requirements et forth in this chapter for conditional use permits for particular types of uses.
n) Whether the applicant has provided sufficient information to allow a full consideration of all relevant factors.
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.

WHEREAS, The Mayor and Council of the City of Woodstock, using the criteria enumerated above, have determined that granting the rezoning request as set forth herein would be in the best interest of the property owners of the area and the citizens of Woodstock, Georgia; and

WHEREAS, the Mayor and Council of the City of Woodstock have heard and considered this request as a part of a noticed public hearing on May 19, 2025,

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the Mayor and Council of the City of Woodstock, Georgia that the aforesaid rezoning request shall now and hereafter be maintained for public inspection during the normal business hours at the City Hall under the custody of the City Clerk of the City of Woodstock; and

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the City of Woodstock, Georgia, by the lawful authority vested in them that the property more particularly described on “Exhibit A” attached hereto and made a part hereof by reference is hereby granted a Conditional Use Permit for a Gas/Fuel Station. The property more particularly described on “Exhibit A” is subject to the conditions of zoning set forth of “Exhibit B” attached hereto and made a part hereof by reference.

Date of Public Hearing: May 19, 2025

Advertisement: Cherokee Tribune, April 7, 2025

APPROVED, ADOPTED, AND ENACTED this 19th day of May 2025.

_____
Michael Caldwell, Mayor
City of Woodstock, Georgia

(Municipal Seal)

_____
Robyn Adams, City Clerk
City of Woodstock, Georgia

_____
REVIEWED FOR LEGAL CONTENT
Phillip Friduss, City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

195 Towne Lake Pkwy, Tax ID number 92N07 007A

195 Town Lake Parkway, Woodstock, Cherokee County, Georgia

All that tract or parcel of land lying and being in Land Lots 1019 and 1020 of the 15th District, 2nd Section of Cherokee County, Georgia being more particularly described as follows:

To find the True Point of Beginning commence at a point formed by the intersection of the Southerly right of way line of Towne Lake Parkway (R/W varies) and the Easterly right of way line of Interstate 575; thence run along the right of way line of Towne Lake Parkway and along the arc of a curve having a radius of 1382.42 feet (being subtended by a chord having a bearing of South 89 degrees 06 minutes 06 seconds East) a distance of 117.81 feet to the True Point of Beginning; thence from the True Point of Beginning and running along the arc of a curve to the right having a radius of 1382.42 feet (being subtended by a chord having a bearing of South 89 degrees 06 minutes 06 seconds East and a chord length of 151.93 feet) a distance of 152.00 feet to a point; thence running South 85 degrees 57 minutes 06 seconds East a distance of 37.98 feet to a point; thence leaving said right of way of Towne Lake Parkway and running South 04 degrees 02 minutes 54 seconds West a distance of 200.00 feet to an iron pin found; thence run North 85 degrees 57 minutes 06 seconds West a distance of 275.42 feet to an iron pin found; thence run North 28 degrees 09 minutes 02 seconds East a distance of 208.96 feet to the True Point of Beginning. Said tract of land contains 45,730 square feet.

EXHIBIT B

CONDITIONS OF ZONING

(Project No. CUP#088-25 – 195 Towne Lake Pkwy)

1. There shall be a maximum of four (4) multi-pump fuel dispensers located on the property.
2. Outdoor speakers will be used only for emergency communication and direct communication between customers and attendants. Overhead outdoor speakers shall be prohibited.
3. The parking lot shall be resealed and restriped. Parking, in accordance with LDO 7.518 (Required Spaces) shall be provided.
4. A sidewalk connection shall be provided between Towne Lake Parkway and the convenience store building. This connection shall be made after the Georgia Department of Transportation (GDOT) 575 at Towne Lake Parkway Interchange Improvement project is completed.
5. The Applicant shall pay into the Tree Bank, in the amount of $1,800, for future street trees to be installed following the completion of the GDOT project.
6. The accessory car wash building shall match the colors and branding of the convenience store and canopy.
7. The accessory car wash shall be updated to comply with the provisions of LDO 7.506.20 (Additional Development Regulations Required, Car Wash) as it relates to lighting, loitering, recycled water, and signage.
8. Accessory car wash equipment, including air machines, vacuums, towels, and soap, shall be in the rear of the property.
9. Any electric vehicle charging station(s) on site shall comply with the provisions of LDO 7.522 (Electric Vehicle Charging Stations).
10. Trash pickup shall occur between the hours of 7:00AM and 7:00PM.
11. The dumpster shall be enclosed, and no drain shall be installed.
12. The existing monument sign shall be removed and replaced with a sign complying with the provisions of LDO Chapter 6 (Sign Standards).
13. No billboard or sign advertising products or services, except those offered on the property on which the sign is located, shall be permitted.
14. Window and door signs shall comply with LDO 6.4.9 (Signs on Windows and Doors).
15. No storage, sales, or rental of vehicles shall take place on the subject property. No overnight parking is permitted on site, except for employees.
16. Any infractions regarding the sale of nicotine or alcohol to minors shall result in the CUP being reviewed by City Staff.
17. A Lighting Plan shall be submitted at the time of building or plan review.

These conditions of zoning are consented to and approved by the Applicant.

SALIM THOBANI / FBT VENTURES

By: _____

Print Name:

Title:

DATE: _____

DATE: May 19, 2025

TO: Woodstock Planning Commission

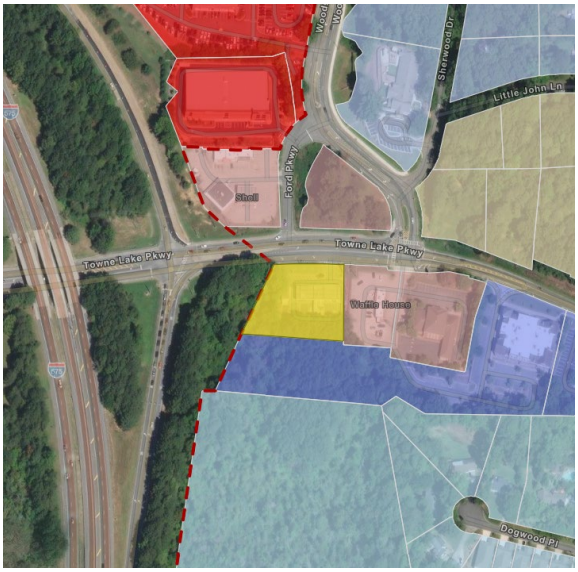
FROM: Hannah Menard, Planner I

SUBJECT: Project No. CUP#088-25
195 Towne Lake Pkwy

RECOMMENDATION

Staff recommends City Council approval of a Conditional Use Permit (CUP) for a "Gas/Fuel Station" at 195 Towne Lake Parkway (CUP#088-25), subject to the staff-recommended conditions of approval.

EXECUTIVE SUMMARY



The Applicant, Salim Thobani for FBT Ventures, LLC, has requested a Conditional Use Permit (CUP) to operate a "Gas/Fuel Station" at 195 Towne Lake Parkway. The project site is located just to the east of the I-575 northbound off-ramp, on the south side of Towne Lake Parkway. The proposed use would rely on four existing fuel pumps and the existing ± 1,300 SF building, which would be expanded to allow for additional convenience items. Aesthetic improvements would be made to the exterior of the building and canopy, consistent with the future fuel retailer's standards.

General information about the project is provided below. The draft ordinance is provided as Attachment A. The public hearing application is provided as Attachment B. The site plan is provided as Attachment C.

BACKGROUND

General Property and Surrounding Land Use Information	
Address	195 Towne Lake Pkwy
Council Ward	2 (Potts)
Tax ID #	92N07 007A
Site Acreage	± 1.05 acres
Future Development Map	Urban Core
Current Zoning	DT-GC (Downtown General Commercial)
Current Development	Fuel Station with Convenience Store and Accessory Car Wash Building. Emissions Testing is done on-site.
Streets Information	Towne Lake Pkwy is a City-owned street. I-575 is maintained by GDOT.
Surrounding Neighborhood: North	DT-GC (Shell Gas Station)
South	DT-RO (Undeveloped Parcel)
East	DT-GC (Waffle House)
West	GDOT Right of Way (I-575)

Zoning History

No Zoning History was found for the subject parcel.

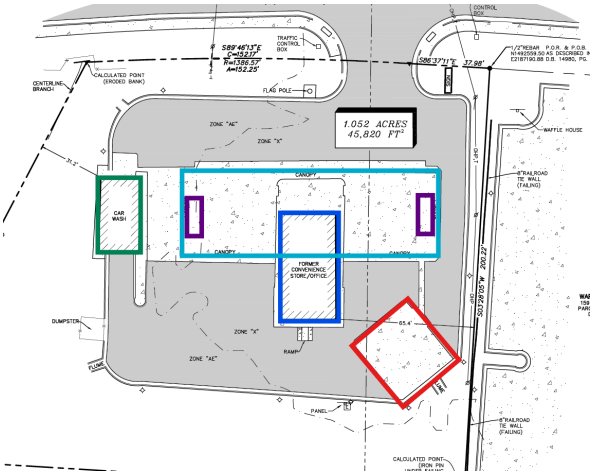
Business History

Several auto related businesses have operated on the project site through the years, summarized below. A current image of the project site is included to the right.

Business Name	Business Type	Years of Operation
Jambo Mega Detail	Car Wash / Emissions Testing	June 2017 - current
Hometime Realty, dba Pat's Emissions	Emissions Testing	January 2011 – December 2018
Towne Lake Megga Tires	Minor Auto Repair	October 2015 – December 2015
Global City Sunoco	Gas Station	August 2010 – December 2010
Global Hand Carwash	Car Wash	May 2009 – December 2009
Jyoti Jet Investments	Gas Station	August 2009 – December 2009
L&S Group, dba Citgo	Gas Station	January 2008 – December 2009

PROJECT DESCRIPTION

The Applicant, Salim Thobani for FBT Ventures, LLC, has requested a CUP to operate a "Gas/Fuel Station" business at 195 Towne Lake Parkway. The Applicant is the owner/operator of other fueling stations in Alpharetta and Johns Creek. The project site is currently operating as a car wash and emissions testing business but was initially developed as a gas/fuel station and convenience store. According to the business license data above, the site last operated as a gas station in 2010.

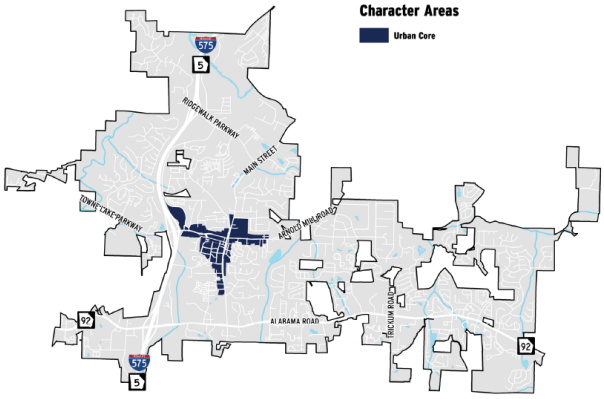


The subject property is a ± 1.05-acre site, improved with an existing ± 1,300 SF convenience store, car wash tunnel, canopy, and four (4) fuel pumps. As shown on the survey image (to the right), the convenience store, canopy, and fuel pumps are in the center of the property (shown in blue, teal, and purple, respectively), the existing car wash tunnel is located on the west side (green), and the underground storage tanks (red) are located on the southeast corner of the parcel. There is no documentation on file at City Hall confirming when the site was initially developed, however, City staff believe the fuel station and convenience store date back to the mid-to-late 90s.

The Applicant is proposing to make several improvements to the site, including a ± 780 SF addition to the convenience store building. The addition would be to the front and rear of the existing building and would extend the front building footprint to be flush with the canopy. The addition would allow for additional walk-in coolers to be installed, would provide more space for merchandise, and would allow for a small kitchen area where pizzas or other grab-and-go food could be prepared. The existing dumpster is in floodplain and not equipped with a grease-trap, so the business would be limited in the types of food served. The Applicant is also proposing to update and modernize the existing fuel pumps and canopy. The existing underground storage tanks (shown in red in the above survey) do not need to be replaced or updated. In March 2024, these tanks were found to be in acceptable condition (Attachment D).

ANALYSIS

2023 Comprehensive Plan Consistency



The 2023 Comprehensive Plan identifies this site as being within the "Urban Core." The Urban Core calls for new developments "where people are able to live, shop, and work in a walkable area." However, the plan acknowledges that the Towne Lake Parkway corridor and I-575 interchange "provides significant connectivity to the broader region and as a high-capacity roadway, can potentially service a more intense level of regional development." Staff believe the proposed use would not be appropriate in the Urban Core at or near the convergence of Main Street, Towne Lake Parkway, and Arnold Mill Road. However, the project site, being on the periphery of the Urban Core and immediately adjacent to I-575, makes a perfect location for the use.

Additionally, the Comprehensive Plan envisions the Towne Lake Parkway corridor as being a "unique and significant opportunity for the expansion of downtown and the creation of a gateway for visitors approaching downtown from I-575." The proposed project is an incremental but welcomed improvement on existing conditions, renovation an existing fueling station with more modern design.

Land Development Ordinance (LDO) Consistency

The DT-GC (Downtown General Commercial) zoning district is intended for a mix of uses that are a scale and character compatible with regional serving and highway-oriented developments. This zone permits a variety of commercial uses, including retail, restaurant, and office uses. Auto-centric uses – such as gas stations and car washes – require a CUP. The existing gas station structure was constructed prior to the requirement for a CUP being put in place. A CUP allows staff, Planning Commission, and the City Council to review these proposed uses further to ensure they are appropriate for the area. In this case, fueling stations are preferred to be immediately adjacent to major thoroughfares – such as I-575 and Highway 92 – rather than taking up valuable real estate in the Urban or Downtown Core areas. The proposed station and the Shell Gas Station across the street to the north (226 Towne Lake Pkwy) represent an opportunity for drivers entering and exiting the highway to get gas and necessities before continuing their travel.

The LDO does not prescribe requirements for gas/fuel stations in the same way it does for other uses which require a CUP; however, LDO 7.304.21.e does give the following requirement for gas/fuel stations:

"*Filling station pumps and pump islands, where permitted, may occupy the required yards, provided that they are not less than fifteen (15) feet from the street right-of-way.*"

According to the site plan, the existing pump islands are ± 50' from the right-of-way.

PUBLIC INPUT

Public notice for the public hearing has been provided in accordance with State and local law. On or around March 17th, public notices were mailed to property owners within 800' 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 and signs were posted on the property for a minimum of 15 days but not more than 45 days prior to the public hearing.

On Thursday, April 3, 2025, the Applicant hosted a public input meeting at the Chambers at City Center, located at 8534 Main St, beginning at 7:00 PM. The informal meeting was 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 process. Several neighbors attended the meeting. The public input report is included in Attachment E.

DEVELOPMENT PROCESS COMMITTEE RECOMMENDATION

On April 9, 2025, the Development Process Committee (DPC) met to consider the proposed request. The DPC discussed the parcel's history, as well as the proposed changes to the site and building. Although gas/fuel stations are generally not appropriate in the Downtown District, staff acknowledged that a site being revitalized for its intended purpose is preferable to a new station being constructed.

The DPC voted (6-0) to recommend approval of the Conditional Use Permit for a gas/fuel station at 195 Towne Lake Parkway, subject to the following conditions of approval:

1. There shall be a maximum of four (4) multi-pump fuel dispensers located on the property.
2. Outdoor speakers will be used only for emergency communication and direct communication between customers and attendants. Overhead outdoor speakers shall be prohibited.
3. The parking lot shall be resealed and restriped. Parking, in accordance with LDO 7.518 (Required Spaces) shall be provided.
4. A sidewalk connection shall be provided between Towne Lake Parkway and the convenience store building. This connection shall be made after the Georgia Department of Transportation (GDOT) 575 at Towne Lake Parkway Interchange Improvement project is completed.

5. The Applicant shall pay into the Tree Bank, in the amount of $1,800, for future street trees to be installed following the completion of the GDOT project.
6. The accessory car wash building shall match the colors and branding of the convenience store and canopy.
7. The accessory car wash shall be updated to comply with the provisions of LDO 7.506.20 (Additional Development Regulations Required, Car Wash) as it relates to lighting, loitering, recycled water, and signage.
8. Accessory car wash equipment, including air machines, vacuums, towels, and soap, shall be in the rear of the property.
9. Any electric vehicle charging station(s) on site shall comply with the provisions of LDO 7.522 (Electric Vehicle Charging Stations).
10. Trash pickup shall occur between the hours of 7:00AM and 7:00PM.
11. The dumpster shall be enclosed, and no drain shall be installed.
12. The existing monument sign shall be removed and replaced with a sign complying with the provisions of LDO Chapter 6 (Sign Standards).
13. No billboard or sign advertising products or services, except those offered on the property on which the sign is located, shall be permitted.
14. Window and door signs shall comply with LDO 6.4.9 (Signs on Windows and Doors).
15. No storage, sales, or rental of vehicles shall take place on the subject property. No overnight parking is permitted on site, except for employees.
16. Any infractions regarding the sale of nicotine or alcohol to minors shall result in the CUP being reviewed by City Staff.
17. A Lighting Plan shall be submitted at the time of building or plan review.

PLANNING COMMISSION RECOMMENDATION

On May 1, 2025, the Planning Commission considered the proposed project as part of a duly-noticed public hearing. One person spoke during the public hearing, requesting that emissions testing continue at this location, due to its proximity to the Cherokee County tag office. The Planning Commission had questions about the proposed building updates, elevations, and the underground storage tanks.

At the meeting, the Applicant requested that the Planning Commission reconsider Condition #12, regarding the existing monument sign. The Applicant shared with the Planning Commission that removing this sign would be a hardship, due to the cost of constructing a new sign. Additionally, neighboring businesses – such as the Shell, Cherokee County Tax Office, and Waffle House – have taller signs. The Applicant indicated their desire to change out the existing panels on the sign and install LED pricing. Electronic changeable copy

signs are only allowed on commercial properties in the Parkway Overlay, so the proposed sign would require a Sign Waiver.

The Planning Commission considered the request and voted to recommend approval of the CUP subject to the staff-recommended conditions of approval (5-1).

CRITERIA FOR CONSIDERATION OF A VARIANCE REQUEST

Pursuant to LDO Section 7.503 (Conditional Use Permit Review Criteria), the following conditions must be considered before a Conditional Use Permit can be granted by the Mayor and City Council.

a. *Whether or not there will be a significant adverse effect on the surrounding area in which the proposed use will be located.*

The subject parcel is bordered by I-575 and several commercially zoned parcels. The commercial nature of the proposed use is not anticipated to have a significant adverse effect on the area. Further, a "Gas/Fuel Station" was previously operated on this parcel but has been inactive for several years.

b. *Whether or not the use is otherwise compatible with the surrounding area.*

The subject parcel is located within the Urban Core, and is surrounded by commercial uses, including other gas stations. While a gas/fuel station use would generally not be appropriate in this Character Area, the site's location directly adjacent to I-575 makes it a good fit for the area.

c. *Whether or not the use proposed will result in a nuisance as defined under State law.*

O.C.G.A. §41-1-1 defines a nuisance as, "*anything that causes hurt, inconvenience, or damage to another and the fact that the act done may otherwise be lawful shall not keep it from being a nuisance."* The use is not anticipated to be a nuisance as defined under State law.

d. *Whether or not quiet enjoyment of surrounding property will be adversely affected.*

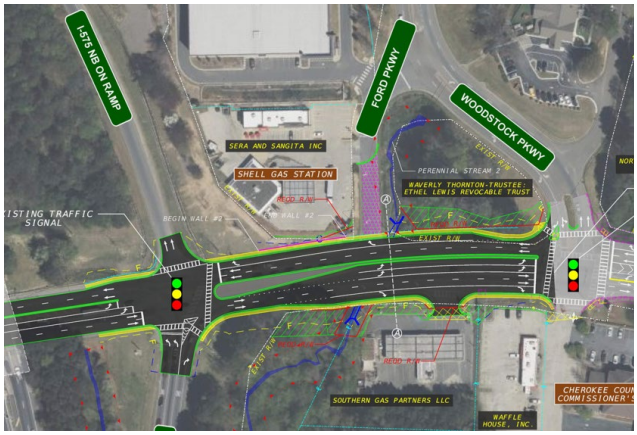
The quiet enjoyment of surrounding properties has the potential to be adversely affected if adequate controls are not placed on light, noise, and trash pickup for the proposed use. As such, the DPC has recommended several conditions to minimize the potential for unnecessary lighting and noise, and limit disturbances that may be caused by trash pickup.

e. *Whether or not property values of surrounding property will be adversely affected.*

Surrounding property values are not likely to be adversely affected by the proposed use. The commercial nature of the business is similar to existing surrounding uses.

f. Whether or not adequate provisions are made for parking and traffic considerations.

The subject parcel is one of several parcels that will be impacted by the upcoming GDOT Towne Lake Pkwy/I-575 Interchange Improvements. The existing right-in, right-out access will remain, and a dedicated right turn lane will be added. These improvements are intended to improve traffic flow along Towne Lake Parkway. The DPC has recommended conditions to ensure the parking lot is updated and appropriate parking is provided on-site.



g. Whether or not the site or intensity of the use is appropriate.

The site and intensity of the use is appropriate for the area. The subject parcel borders I-575 and is one of several parcels zoned DT-GC (Downtown General Commercial) in the surrounding area.

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 2023 Comprehensive Plan identifies this site as being within the "Urban Core." A gas station and convenience store, as proposed, are not consistent with the Urban Core's guidelines, which calls for an area "where people are able to live, shop, and work in a walkable area." However, the Urban Core does acknowledge that the Towne Lake Parkway corridor and I-575 interchange "provides significant connectivity to the broader region and as a high-capacity roadway, can potentially service a more intense level of regional development." Though a fuel station is not consistent with the Urban Core's guidelines, the unique position bordering I-575 makes it appropriate for this location.

i. Whether or not adequate provisions are made regarding hours of operation.

The Applicant indicated that the fueling portion of the gas station will be open 24-hours. However, the convenience store will be open for 18 hours a day, from 5:00 AM to 11:00 PM.

j. Whether or not adequate controls and limits are placed on commercial and business deliveries.

Fuel deliveries are intended to occur in the middle of the night or early in the morning, to not interfere with those getting gas throughout the day. Staff believe these times are appropriate, given the commercial nature of the surrounding area.

k. Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.

The GDOT improvements are planned to utilize sections of the parcel for future right-of-way or easements. As such, the Applicant will not be able to install appropriate landscaping right away. Staff has recommended that the Applicant pay into the tree bank to fund future street trees on the parcel, to be installed once the GDOT construction is completed.

l. Whether or not the public health, safety, welfare or moral concerns of the surrounding neighborhood will be adversely affected.

The public health, safety, welfare, or moral concerns of the surrounding neighborhood will not be adversely affected.

m. Whether the application complies with any applicable specific requirements set forth in this chapter for conditional use permits for particular types of uses.

There are no specific requirements set forth for fuel/gas station CUPs, however, LDO Section 7.304.21.e does prescribe the following standards for fuel stations: "*Filling station pumps and pump islands, where permitted, may occupy the required yards, provided that they are not less than fifteen (15) feet from the street right-of-way".* The existing pump islands are approximately 50' from the right-of-way.

n. Whether the applicant has provided sufficient information to allow a full consideration of all the relevant factors.

The Applicant has provided all requested information.

o. Whether the conditional use requested emits or creates unusual odors which would warrant the use of an odor elimination/attenuation system as recommended by industry standards.

Staff are unaware of any industry standards that require odor elimination systems for gas/fuel stations.

ATTACHMENTS

Attachment A - Draft Ordinance
Attachment B - V#209-25 Application
Attachment C - V#209-25 Site Plan
Attachment D - Storage Tank Testing Documentation
Attachment E - Public Input Report

Attachment B1

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: Salim Thobani Phone: [redacted]

Email: [redacted]

Applicant's Information:

Name: FBT Ventures LLC

Address: 195 Towne Lake Pkwy Phone: [redacted]

City, State, Zip: Woodstock, GA, 30188 Email: [redacted]

Property Owner's Information: ☑ same as above **Please attach a list if multiple property owners**

Name:

Address: Phone:

City, State, Zip: Email:

Requested Public Hearing (check all that apply):

- ☐ Annexation
- ☐ Rezoning
- ☐ Condition Amendment
- ☐ Variance
- ☑ Conditional Use Permit
- ☐ Comprehensive Plan Amendment
- ☐ Other:

STAFF USE ONLY:

Case: CUP # 088 - 25

Received by: C. Dunn

Date Received: 3.7.25

Fee Paid: $ pending

Date Accepted: 3.11.25

PUBLIC HEARING SCHEDULE:

Pre-Application Meeting:

Public Input Meeting: TBD

DPC Meeting: 4.2.25

Planning Commission: 5.1.25 @ 7pm

City Council: 5.19.25

Attachment B2

Property Information:

Location: 195 TOWNE LAKE PKWY, WOODSTOCK, GA 30188

Current Zoning: DT-GC: Downtown General Commercial Total Acreage: 1.05

Tax Map #: 92 N 07 Parcel #: 92N07007A Future Development Map Designation: Urban Core

Adjacent Zonings: North DT-GC South DT-RO East DT-GC West GDOT

Applicant's Request (Itemize the Proposal, including code sections for Variance requests):

Requesting a conditional use approval to restore the original use of the site as gas station / retail.

Proposed Use(s) of Property:

Return the site to it's original use as a convenience store with fuel.

Infrastructure Information:

Is water available to this site? ☑ Yes ☐ No Jurisdiction: City of Woodstock

How is sewage from this site to be managed?

Existing connection to public sewage - city of Woodstock

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		0.287	

Attachment B3

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? 367 trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/ Townhome		9.57	
220	Apartment		6.63	
945	C-store / Gas Station	2.1		367* (one way traffic)

- 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, Salim Thobani, 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 6th day of March, 20 25.

Print Name Salim Thobani.

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 6th day of March, 20 25.

Copyright Owner Print Name FBT Ventures LLC

Copyright Owner Signature _____

Sworn to and Subscribed before me this: 6th day of March, 20 25.

Notary Signature: _____

(Notary Seal)

SHYROZ SINGH
COM. EXP.
NOTARY
PUBLIC
June 10, 2027
GWINNETT COUNTY, GEORGIA

CD1

Attachment B4

APPLICANT RESPONSE STATEMENT CONDITIONAL USE PERMITS

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a conditional use permit, please respond to the following standards in the form of a written narrative:

1. Explain requested conditional use permit.
   To return to the original use of the site as a convenience store with fuel.
2. Whether or not there will be significant adverse effect on the surrounding area in which the proposed use will be located.
   No adverse effect anticipated.
3. Whether or not the use is otherwise compatible with the surrounding area.
   The use is compatible with the commercial nature of the surrounding area.
4. Whether or not the use proposed will result in a nuisance as defined under state law.
   The use will not result in nuisance.
5. Whether or not quiet enjoyment of surrounding property will be adversely effected.
   Quiet enjoyment of surrounding property will not be adversely effected.
6. Whether or not property values of surrounding property will be adversely effected.
   We anticipate no effect on surrounding property values.
7. Whether or not adequate provisions are made for parking and traffic considerations.
   Ample parking. Final use is for right-in / right-out condition.
8. Whether or not the site or intensity of the use is appropriate.
   This is a return to the original use.
9. 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 use is consistent and will not impact comprehensive town plan.
10. Whether or not adequate provisions are made regarding hours of operation.
    Hours of operations will be consistent with the similar businesses.
11. Whether or not adequate controls and limits are placed on commercial and business deliveries.
    Most deliveries are expected during traditional business hours.
12. Whether or not adequate landscape plans are incorporated to ensure appropriate transition between adjacent or nearby properties.
    Landscaping will be enhanced to beautify the property and the surrounding area(s).
13. Whether or not the public health, safety, welfare or moral concerns of the surrounding neighborhood will be adversely affected.
    No residential property within 500'. Similar nearby use. No adverse effect anticipated.
14. Whether the application complies with any applicable specific requirements set forth in this chapter for conditional use permits for particular types of uses.
    Required conditions will be met.
15. Whether the applicant has provided sufficient information to allow full consideration of all relevant factors.
    absolutely
16. 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.
    The use will follow state guidelines.

Attachment C1

DATA CERTIFICATION

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.02', AT THE 95% CONFIDENCE INTERVAL, AND WAS ACQUIRED BY THE USE OF AN IGAGE IG9 BASE AND ROVER SYSTEM. GRID DISTANCES WERE CONVERTED TO GROUND DISTANCES BY USE OF A COMBINED SCALE FACTOR.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 174,216'.
FIELD WORK WAS COMPLETED ON NOVEMBER 02, 2024.

FLOOD ZONE

THE DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" AND "AE" 893 FEET BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 13057C0332E, DATED JUNE 07, 2019, FOR THE CITY OF WOODSTOCK, COUNTY OF CHEROKEE, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED.

NOTES

1. THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

2. THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON, AUTHORITY OF O.C.G.A. 43-15-22.

3. THE LOCATION OF THE UNDERGROUND UTILITIES, IF ANY, SHOWN ON THIS DRAWING ARE APPROXIMATE AND WERE COMPILED FROM FIELD OBSERVATIONS AND/OR PHYSICAL MARKINGS FOUND ON THE SUBJECT SITE. THIS INFORMATION MAY BE INACCURATE OR INCOMPLETE. VERIFICATION OF THE UTILITY LOCATIONS SHOULD BE MADE PRIOR TO ANY CONSTRUCTION OR EXCAVATION.

4. THE SUBJECT PROPERTY IS TIN 92N07 007 A. ADDRESS IS 195 TOWNE LAKE PARKWAY.

5. HORIZONTAL DATA IS TIED TO THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83.

SURVEYOR'S CERTIFICATION

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.

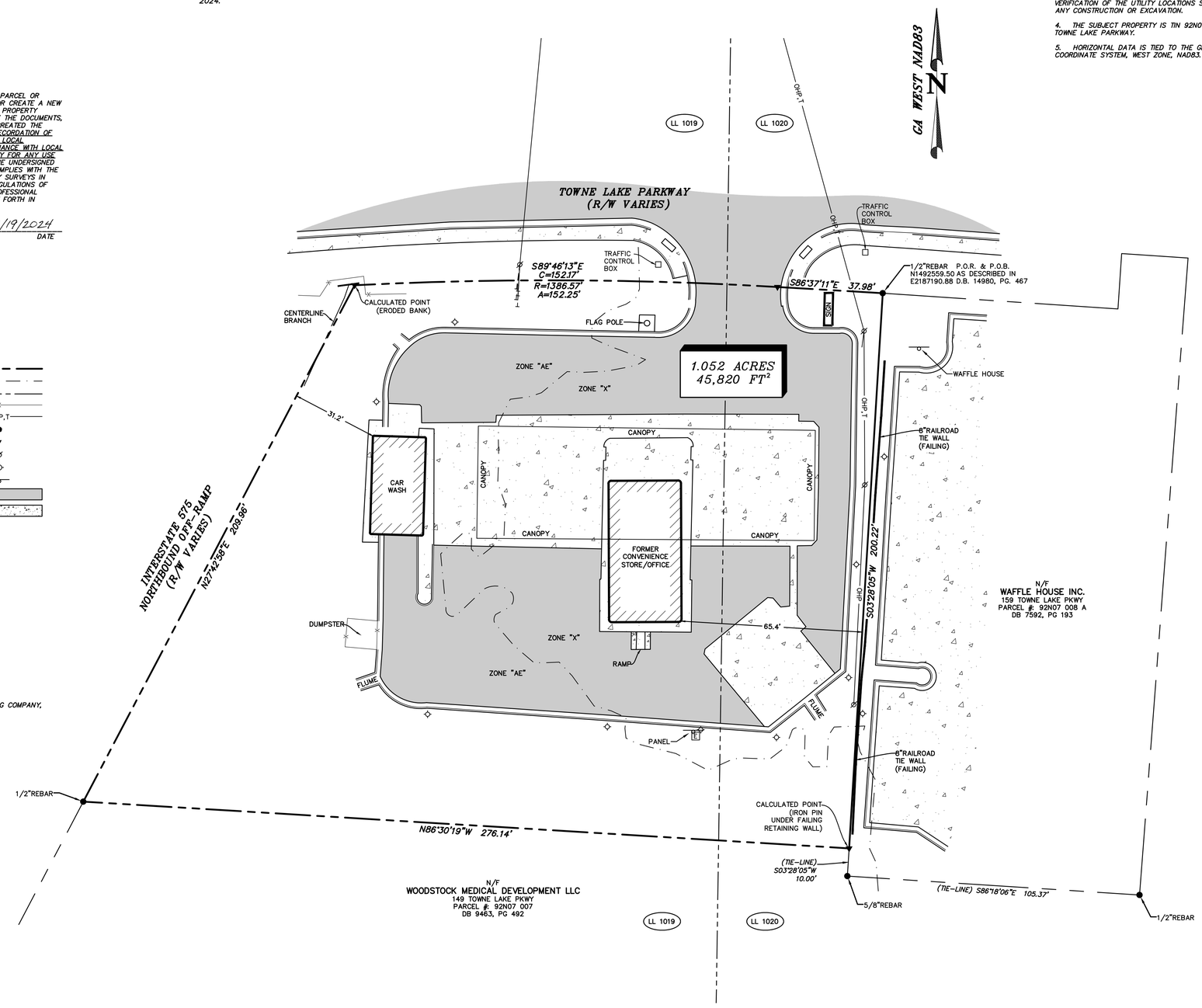
Robert L. Stubbs, Jr. 11/19/2024
ROBERT L. STUBBS, JR. GA PLS #3221 DATE

LEGEND

- BOUNDARY LINE
- APPROXIMATE FLOOD ZONE
- APPROXIMATE LAND LOT LINE
- FENCE
- OVERHEAD UTILITIES — OHP,T
- IRON PIN FOUND (AS NOTED)
- CALCULATED POINT
- UTILITY POLE
- LIGHT POLE
- SIGN POST
- ASPHALT
- CONCRETE

REFERENCES

DB 14980, PG 467 (SUBJECT)
DB 14152, PG 1077
DB 9463, PG 492
DB 7592, PG 193
SURVEY PREPARED BY SOLAR LAND SURVEYING COMPANY, JOB # 01 5680, DATED JULY 23, 2001



STUBBS GEOMATICS, LLC
SURVEYORS PLANNERS CONSULTANTS
CONTACT INFO:
2441 US HWY 80 E
MUSELLA, GA 31066
(478) 314-7979
(229) 942-2045
COA#: LSF001261
www.stubbsgeo.com.

BOUNDARY RETRACEMENT SURVEY
FOR
FBT VENTURES LLC
OF
195 TOWNE LAKE PARKWAY
WOODSTOCK, GEORGIA 30188

15TH LAND DISTRICT 2ND SECTION
CITY OF WOODSTOCK GEORGIA
PROJ. I.D.: 24-1011-A

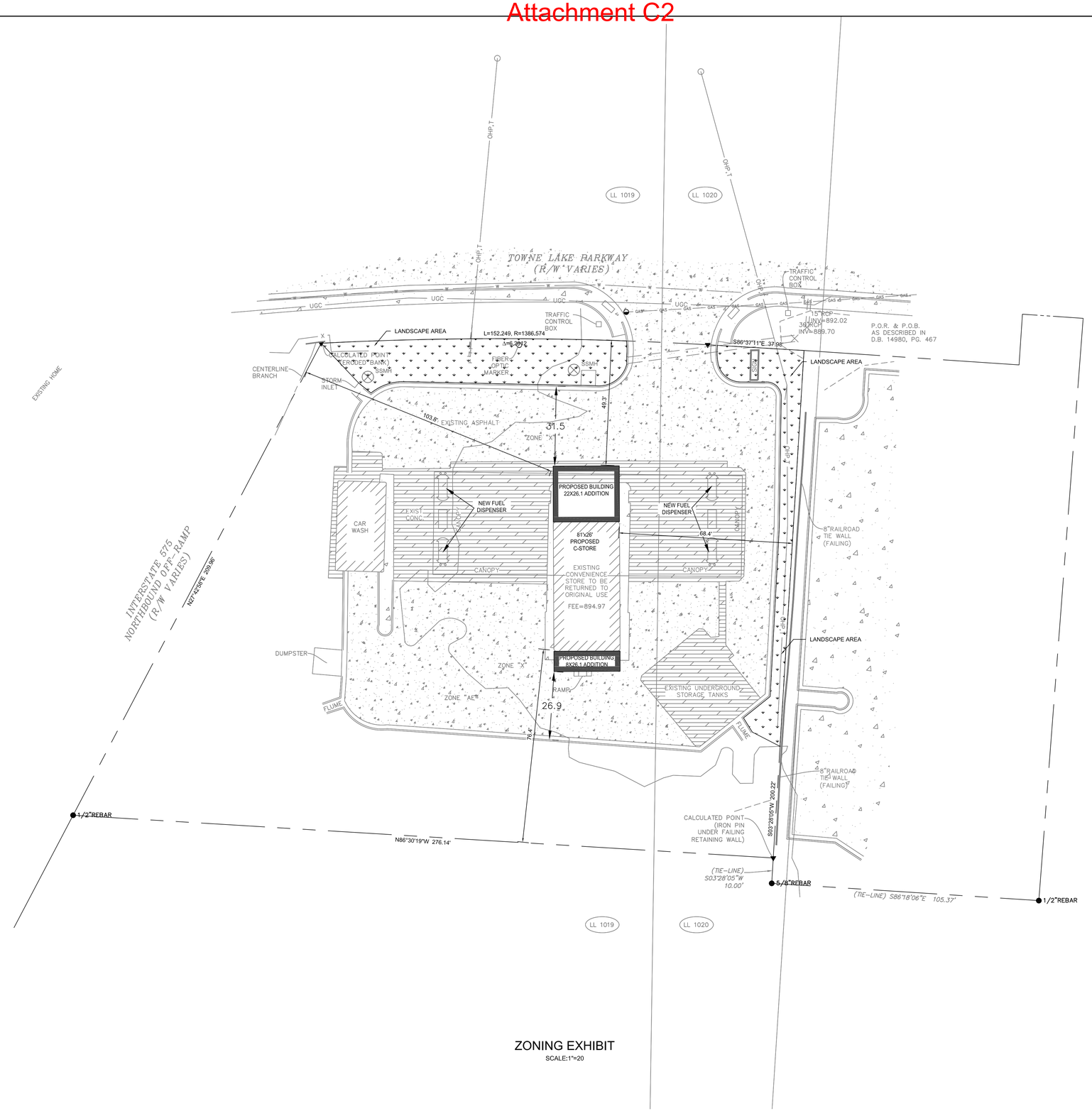
LAND LOTS 1019 & 1020
CHEROKEE COUNTY
DATE: 11/19/2024

DATE	REVISIONS

GEORGIA REGISTERED No. 3221 LAND SURVEYOR ROBERT L. STUBBS, JR.

DRAWING SCALE: 1" = 20'

0 20' 40'
HORIZONTAL SCALE (FT)



ZONING EXHIBIT

SCALE:1"=20

GRAPHIC SCALE IN FEET

SCALE: 1"=20'

Know what's **below.**
Call before you dig.

NO.	DATE	DESCRIPTION

DATE:	02/14/2025
DESIGNED BY:	AARON WADLEY
DRAWN BY:	A2ZCE
CHECKED BY:	AARON WADLEY

LNCO PLANNING ENGINEERING CONSTRUCTION
MADISON, GEORGIA
AARON.WADLEY@LNCOPEC.COM 706.318.5425

CONCEPT PLAN
195 TOWNE LAKE PARKWAY
WOODSTOCK, GA 30188

ZONING EXHIBIT

GEORGIA REGISTERED No. PE37241 PROFESSIONAL ENGINEER AARON MICHAEL WADLEY

AARON WADLEY, PE
LEVEL II CERTIFIED
DESIGN PROFESSIONAL
#0000011490
EXPIRES 02-01-2026

SHEET NUMBER:
01 of 01

Attachment D1

Center for Testing and Engineering

Gas Station Test, Installation, Repair & Maintenance

03/07/2024

Customer:
Sunoco
195 Townlake Pkwy
Woodstock, Ga, 30188

Test Location:
Sunoco
195 Townlake Pkwy
Woodstock, Ga, 30188

Facility ID: Unknown

Summary of Test Results

Date Completed	Type of Test	Results	Due Next
03/06/2024	Tank Tightness Test	PASS	Upon Request

Comments:
No issues or concerns were noted during testing procedures.

Center for Testing and Engineering thanks you for the opportunity to complete the above outlined work for you. CTE will contact you in advance to schedule a date and time for your next required test(s). If you have any questions, please contact us at (678) 673 6270.

Sincerely,

Magen Lloyd
Administrative Assistant

99 Bledsoe Road
Newnan, GA 30265

aj@ctega.com
www.ctega.com

Office: 678 673 6270
Cell: 678 637 6333
Fax: 678 621 0051

Center for Testing and Engineering
99 Bledsoe Rd.
Newnan, GA 30265
Tel: 678 673 6270
Fax: 678 621 0051
aj@ctega.com

Attachment D2

ALERT Technologies

Your one stop source for all your UST compliance needs.

Gas Station Test, Installation, Repair & Maintenance

Tank Tightness Test Report

Date: 03/06/2024
Facility #: Unknown
Facility name: Sunoco
Address: 195 Townlake Pkwy
Woodstock, Ga, 30188
Facility Phone: [redacted]
Owner: Barket
Owner Phone: [redacted]

Precision Tank Test System (Alert)

Tank#	#1	#2	#3	#4	#5
Product	Regular	Mid	Premium		
Tank Vol.	10000	10000	10000		
Product Vol.	18	51	51		
Ullage Vol.	10009	9976	9976		
Inch of Product	1”	2”	2”		
Tank Material	Fiber	Fiber	Fiber		
Tank Dia.	96”	96”	96”		
Water in Tank	0”	0”	0”		
		Volumetric			
Test Duration	2hr 14min	2hr 22min	2hr 10min		
Test Sample Time	2hr 7min	2hr 7min	2hr 1min		
Leak Rate	-0.0014	0.0011	0.0020		
Volumetric Test Result	**PASS**	**PASS**	**PASS**		
		Ullage Test			
Underground water	Below	The Tank	Bottom		
Pressure/vacuum	-1.611	-1.514	-1.508		
Test sample time	2min	2min	2min		
Ullage test Result	**PASS**	**PASS**	**PASS**		

****Leak Rate < 0.05 for passing result****

Alert Tank Tester: Wis. ILHR Material Approved No. ERS-TST-063000-01

Testing Firm: Center for Testing and Engineering
Tester name: Ryan Marsh, ML

Attachment E1

PUBLIC INPUT REPORT: Case # CUP #08825

Applicant Name: FBT Ventures LLC

Phone #: [redacted] Email: [redacted]

Subject Property Address/Parcel #: 195 Towne lake pkwy, Woodstock, GA 30188 / 92N07007A

Public Input Meeting date, time, location: April ~~19~~ 3, 2025 at 7pm at 8534 Main Street, Woodstock, Georgia 30188

I. Summary of concerns:

Will site offer beer/wine? Answer → yes, to go only no onsite consumption.

II. How the applicant addressed concerns:

Staff will be professionally trained to NEVER sell beer/wine to minor (under age 21)

III. Concerns the applicant was unable or unwilling to address and why:

none

IV. Concerns or topics of discussion unrelated to the proposal:

none

V. Agreements made by the applicant to property owners at the meeting:

Site will have security cameras and be well lit.

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!

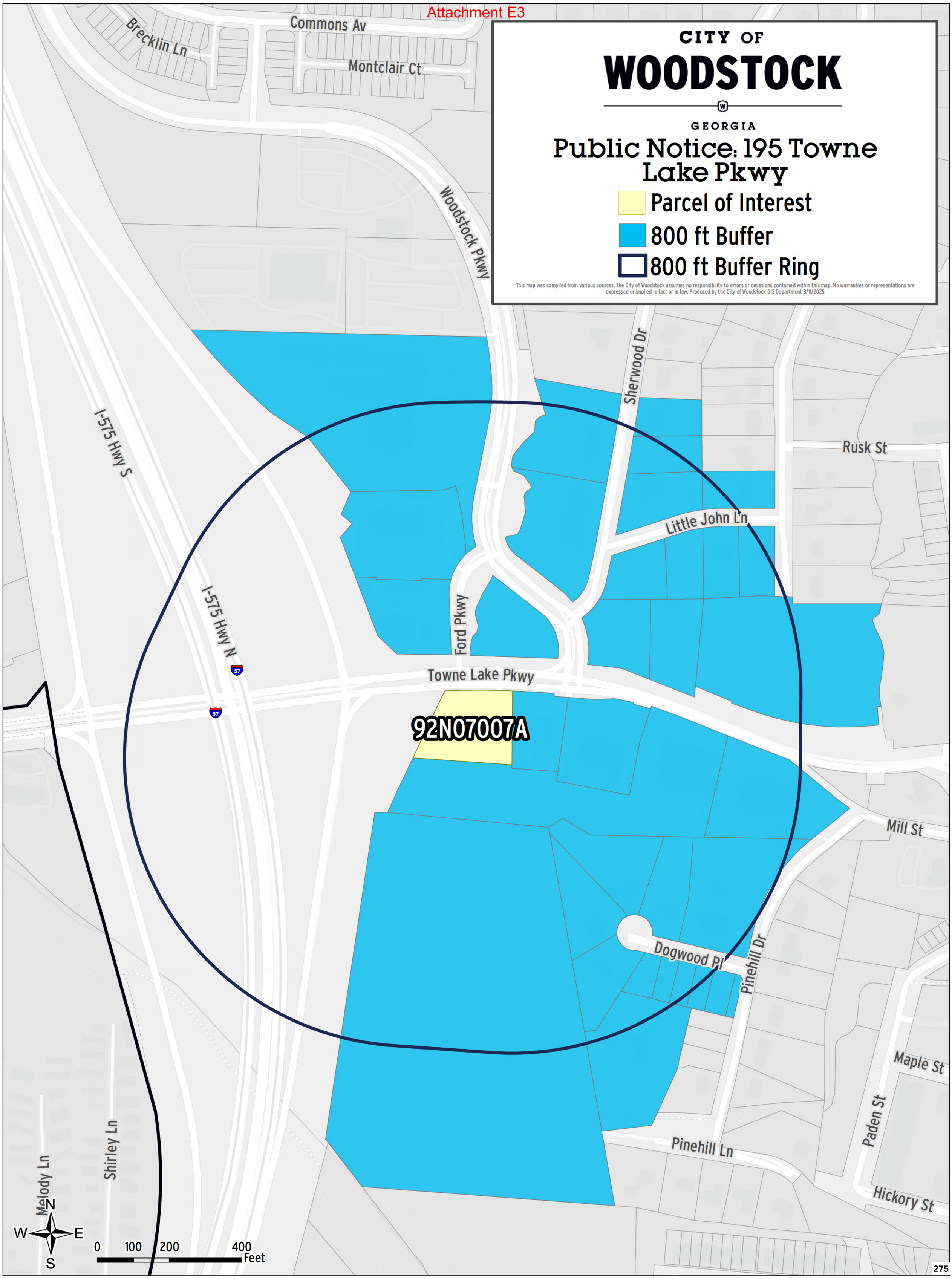
Attachment E2

CASE # CUP #08825 Meeting Date 4/3/25 Meeting Location City Chambers

PUBLIC INPUT MEETING SIGN-IN SHEET

Name	Address	Email or Phone
Ellen Gallagher	401 Sherwood Dr	[redacted]
KATHY YAUN	306 NOTTINGHAM DR.	
Bridget Jones	104 Robinhood Dr	

Attachment E3



Attachment E4

PUBLIC INPUT PLAN – to be submitted with Public Hearing Application

Applicant Name: _____

Contact (phone and/or email): _____

Subject Property Address/Parcel No.:

_____

The Applicant will implement the following plan in order to inform the community of the development proposal and to create a dialogue with the surrounding residents.

I. Notification:
   a. The Applicant will mail notices to all property owners and homeowners associations within 800 feet of the subject property and invite them to the Public Input Meeting.
   b. The notification letter shall be mailed at least fourteen (14) calendar days prior to the Public Input Meeting.
   c. The notice of the Public Input Meeting will include a summary of the Applicant's rezoning, annexation and/or variances requests, along with site plan or rendering representing the proposed project.
   d. The Applicant will submit to the Community Development Department a copy of the notice and a list of the property owners who shall receive the letter.

II. The Public Input Meeting will occur prior to the deadline as stated on the Public Hearing Schedule, and the date, time, location, and format of the meeting shall adhere to the standards set forth in Policy CPM #700-0008.

III. A summary of the results of the public input meeting, using the required template, shall be provided to the Community Development Department within two (2) days of the meeting but no later than by the deadline shown on the adopted Public Hearing Schedule.

The Applicant will continue a dialogue with the respective City departments regarding planning, transportation, and other issues relating to the proposed rezoning request.

Applicant's Signature: _____

AGENDA ITEM NO. 7.3

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Hannah Menard, Community Development
ITEM TYPE:	Ordinance 1st or 2nd Reading
AGENDA SECTION:	PUBLIC HEARING
SUBJECT:	**Consideration of V#209-25: 138 Parks Circle (Public Hearing/Vote)**
SUGGESTED ACTION:	Request for consideration of Ordinance No. 2025-012 granting approval of V#209-25. Staff recommends that Council approve one variance to allow for an additional curb cut for a second driveway at 138 Parks Circle, subject to the staff recommended conditions of approval.

ATTACHMENTS:

V#209-25 CC Staff Report V2.pdf
V#209-25 Ordinance 2025-012.pdf
Attachment B - Application.pdf
Attachment C - Site Plan.pdf
Attachment D - Permit and Plans.pdf
Attachment E - Public Input_Redacted.pdf

DATE: May 19, 2025

TO: Woodstock Planning Commission

FROM: Hannah Menard, Planner I

SUBJECT: Project No. V#209-25
138 Parks Circle

RECOMMENDATION:

Staff recommends City Council approval of one Variance to allow for an additional curb cut for a second driveway at 138 Parks Circle, subject to the staff recommended conditions of approval (V#209-25).

EXECUTIVE SUMMARY

The Applicants, Ryan and Jordan Stockton on behalf of Jo and Wayne Marchildon, are requesting a Variance to allow for an additional curb cut for a second driveway at 138 Parks Circle. The second driveway would serve a permitted Accessory Dwelling Unit (ADU) that is currently under construction on the lot.

General information about the project is provided below. The draft Ordinance is provided as Attachment A. The public hearing application is provided as Attachment B. The site plan is provided as Attachment C.

BACKGROUND

General Property and Surrounding Land Use Information	
Address	138 Parks Circle
Council Ward	3 (Ake)
Tax ID #	15N17A 125
Site Acreage	± 0.84 acres
Future Development Map	Urban Village
Current Zoning	DT-VLR (Downtown Very Low Density)
Current Development	Single Family Residential House with Accessory Dwelling Unit (ADU)
Streets Information	Parks Circle is a City-owned street
Surrounding Neighborhood:	DT-VLR (Dobbs Estate Neighborhood)

General Property and Surrounding Land Use Information	
North	
South	DT-VLR (Dobbs Estate Neighborhood)
East	DT-GC (Arnold Mill Park)
West	DT-VLR (Dobbs Estate Neighborhood)

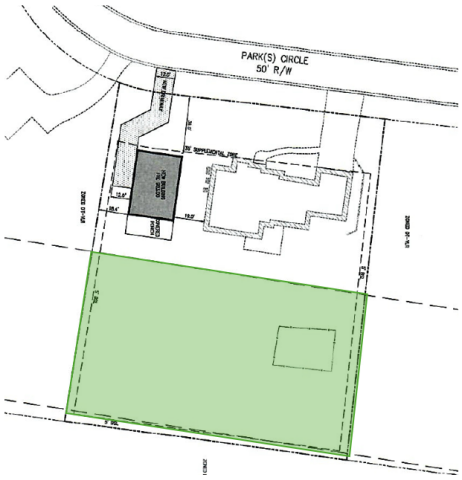
Zoning History

No Zoning History was found for the subject parcel.

PROJECT DESCRIPTION

The Applicant is requesting a Variance to allow for an additional driveway to a permitted ADU at 138 Parks Circle. The Applicants are the current owners and residents of the primary dwelling unit on the subject property, and the ADU is intended for extended family to reside in.

The subject property is a ± 0.84-acre lot, improved with an existing single-family residential house. As shown in the image to the right, the subject property is heavily impacted by a Georgia Power Company Transmission Line and Easement (shown in green), which impacts where on the property an ADU can be located.



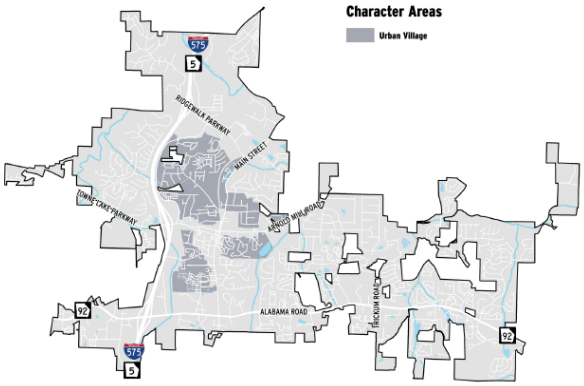
138 Parks Circle – ADU Site Plan

In July 2024, the Applicant approached City staff about the process for building an ADU on the property. At the time, the ADU Ordinance (LDO 7.523) had been recently adopted. Staff provided the Applicant with this new ordinance, as well as relevant materials related to development within the Downtown District. In December 2024, plans for the ADU were submitted for review. At that time, a driveway and curb-cut were proposed to serve the ADU and meet parking requirements on site. Per LDO Section 7.727.2 (Parking, Garage, Driveway and Access Requirements) developments are permitted a maximum of one driveway curb cut per block face. After discussion with the Applicant, the plans were revised to remove the second driveway, allowing the plans to be approved (Attachment D). Construction on the approved ADU is underway, as shown in the image to the right. A temporary driveway is being utilized for construction purposes only.

ANALYSIS

2023 Comprehensive Plan Consistency

The proposed project site is located within the Urban Village Character Area. The intent of this character area is to serve as a transition between the downtown Urban Core and the surrounding character areas. The Urban Village is predominantly residential, with a mix of uses and building types that allow for a walkable community area. Development in this area should accommodate a variety of housing types to suit the variety of lifestyles and lifecycles and requires streetscape treatment and connectivity of public infrastructure.



Further, the 2023 Comprehensive Plan identifies incentivizing "accessory buildings/accessory dwelling units to create new density in existing neighborhoods without changing character" as a Housing Opportunity (pg. 36). The approved use is consistent with this language; however, additional driveways may adversely affect pedestrian accessibility and/or safety. In this case, this is not as great a concern as the parcel approaches a cul-de-sac.

Land Development Ordinance (LDO) Consistency

In June 2024, the Mayor and City Council adopted an ADU Ordinance to provide guidance for those wanting to build ADUs on their property. The Ordinance (beginning at LDO Section 7.523) includes development standards related to size, location, appearance, parking, and access. The subject ADU meets all requirements prescribed by the LDO.

As stated above, in earlier iterations of the ADU plans, a second driveway curb cut was requested for the subject parcel. Per LDO Section 7.727.2 (Parking, Garage, Driveway and Access Requirements) developments are permitted a maximum of one driveway curb cut per block face. The Applicant decided to remove the proposed curb cut to move forward in the permitting process, as the existing driveway serves as sufficient parking for this ADU.

The existence of the power easement in the rear of the parcel impacts where on the parcel an ADU can be placed. While the ADU Ordinance allows ADUs to be located on the side of a parcel, the intention of the ordinance is for ADUs to be recessed from the façade line to not serve as the primary feature of the lot. On lots with a more usable rear yard, an ADU could be placed behind the primary unit and the driveway could be extended to serve the ADU. Due to the combination of the power easement and the existing residential unit being front loaded, this is not an option for the subject parcel.

PUBLIC INPUT

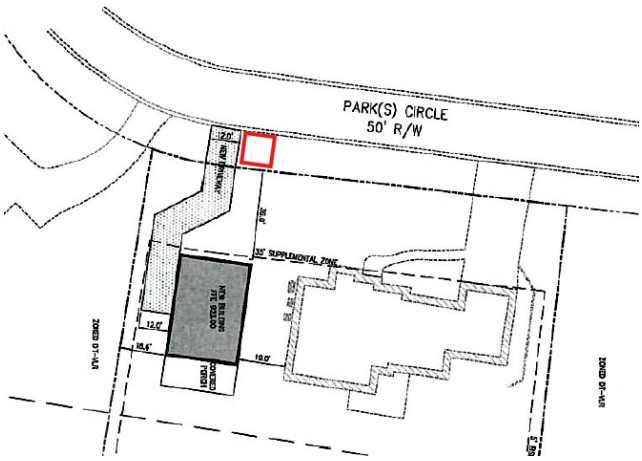
Public notice for the public hearing has been provided in accordance with State and local law. On or around March 17th, public notices were mailed to property owners within 800' of the project site. The notice informed them of the public input meeting, Planning Commission public hearing, and City Council public hearing. Additionally, a public notice was published in the local newspaper and signs were posted on the property for a minimum of 15 days but not more than 45 days prior to the public hearing.

On Wednesday, April 2, 2025, the Applicant hosted a public input meeting at the Chambers at City Center, located at 8534 Main St, beginning at 7:00 PM. The informal meeting was 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 process. The meeting had no attendees. The public input report is included in Attachment E.

DEVELOPMENT PROCESS COMMITTEE RECOMMENDATION

On April 9, 2025, the Development Process Committee (DPC) considered the proposed request. At this DPC meeting, staff discussed the proposed location and materials of the driveway, as well as the hardship of the power easement in the rear. Additionally, staff considered the appropriateness of allowing for a Variance versus a lot split that would've allowed for the driveway and curb cut absent entitlements. In that instance, the house would not be subject to the ADU Ordinance but exist as a separate and unique dwelling unit from 138 Parks Circle.

Due to the hardship of the power easement in the rear yard, staff voted (5-1) to recommend approval of the Variance, subject to the following conditions:



1. The mailbox for the Accessory Dwelling Unit (ADU) at 138 Parks Cir shall be located on the north side of the proposed driveway, as shown in Exhibit X (shown to the right).
2. No encroachments shall be permitted between the proposed driveway and the driveway at 134 Parks Cir.
3. The Applicant will modify the alignment of the driveway to the satisfaction of the City Engineer before impervious surface is applied.

PLANNING COMMISSION RECOMMENDATION

On May 1, 2025, the Planning Commission considered the proposed project as part of a duly noticed public hearing. There was no comment during the public hearing portion of the meeting. Due to the hardship of the power easement in the rear yard, the Planning

Commission voted 6-0 to recommend approval of the project, with staff's recommended conditions.
The video from the meeting is available online:
https://www.woodstockga.gov/your_government/meetings_agendas_and_minutes.php

CRITERIA FOR CONSIDERATION OF A VARIANCE REQUEST

Pursuant to LDO Section 11.216 (Variances), the following conditions must be considered before a Variance from the requirements of the City's ordinances can be considered by the Commission and granted by the Council. Further, no Variance shall be authorized unless the Council finds that the following conditions exist.

a. *There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.*

The subject property is similar in size and topography to other properties in the area. Like several other properties in the area, the lot is impacted by a Georgia Power Transmission Line in the rear yard, which impacts the usable area of the lot.

b. *The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.*

The application of these regulations to this piece of property will create a practical difficulty to the Applicant. The constructed ADU is intended to be a space where the Applicant's family members can "age in place." The addition of a second driveway curb-cut will allow the Applicant to have dedicated parking for the new ADU.

c. *Such conditions are peculiar to the particular piece of property involved.*

Other lots in the area are impacted by the same power easement and lines, however, the ADU is unique to the subject property.

d. *A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed.*

A literal interpretation of this Ordinance would not deprive the applicant of any rights that others in the same district are allowed. An ADU, such as the one already permitted and under construction on the subject property, is allowed in all single-family residential zoning districts which have existing single family residences.

e. *Relief, if granted, would not cause substantial detriment of the public good, or impair the purposes and intent of the Ordinance.*

Relief would not cause substantial detriment of the public good, or impair the purposes or intent of the Ordinance.

f. *That the 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 subject property is impacted by a power easement and transmission lines in the rear yard. Other lots along Parks Circle and in the immediate vicinity are impacted by the same power easement.

g. *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.*

Granting this Variance request is not necessary for the preservation and enjoyment of a property right; however, a large portion of the lot is impacted by the power easement, which impacted where on the property the ADU could be located.

h. *That the condition from which relief or a variance is sought did not result from willful action by the applicant.*

The condition from which relief is being sought did not result from willful action by the Applicant, as the request stems from the rear-yard power easement, which impacts where on the property an ADU can be placed.

i. *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 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 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 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.

ATTACHMENTS

Attachment A - Draft Ordinance
Attachment B - V#209-25 Application
Attachment C - V#209-25 Site Plan
Attachment D - Approved Building Plans
Attachment E - Public Input Package

CITY OF WOODSTOCK, GEORGIA
ORDINANCE NO. 2025-012

(Project No. V#209-25 – 138 Parks Circle)

REZONING property within the corporate limits of the City of Woodstock, Georgia to allow a Variance on a certain property zoned DT-VLR (Downtown, Very Low Density Residential), said property being ± 0.84 acres located in Land Lot 1024 of the 15th District, 2nd Section, Cherokee County, Georgia, and being Tax Map and Parcel Number 15N17A 125, located at 138 Parks Circle, Woodstock, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference (the "Property").

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

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

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

WHEREAS, THE MAYOR AND Council of the City of Woodstock have determined that rezoning the above identified property would be in the best interest of the property owners of the area and of the citizens of the City of Woodstock; and

WHEREAS, said rezoning request application is and has been accessible to members of the public who are, or may be, affected by it, having been kept and maintained for public inspection during the normal business hours at Woodstock City Hall, and notice of intent to take action having been published in the Cherokee Tribune, a newspaper of general circulation within the territorial boundaries of the municipality of the City of Woodstock, for a period of at least fifteen (15 days) prior but not more than forty-five (45) days prior to the public hearing date; and

WHEREAS, in accordance with Section 11.216 of Land Development Ordinance of the City of Woodstock, Georgia, the government authority of the City of Woodstock has read and evaluated the proposed Variance requests using the following criteria:

a. There is exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography; and
b. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship; and
c. Such conditions are peculiar to the particular piece of property involved; and

d. A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed; and
e. Relief, if granted, would not cause substantial detriment of the public good, or impair the purposes and intent of the Ordinance.
f. That the 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.
g. 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.
h. That the condition from which relief or a variance is sought did not result from willful action by the applicant.
i. 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 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.

WHEREAS, The Mayor and Council of the City of Woodstock, using the criteria enumerated above, have determined that granting the rezoning request as set forth herein would be in the best interest of the property owners of the area and the citizens of Woodstock, Georgia; and

WHEREAS, the Mayor and Council of the City of Woodstock have heard and considered this request as a part of a noticed public hearing on May 19, 2025,

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the Mayor and Council of the City of Woodstock, Georgia that the aforesaid rezoning request shall now and hereafter be maintained for public inspection during the normal business hours at the City Hall under the custody of the City Clerk of the City of Woodstock; and

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the City of Woodstock, Georgia, by the lawful authority vested in them that the property more particularly described on “Exhibit A” attached hereto and made a part hereof by reference is hereby granted a Variance. The property more particularly described on “Exhibit A” is subject to the conditions of zoning set forth of “Exhibit B” attached hereto and made a part hereof by reference.

Date of Public Hearing: May 19, 2025

Advertisement: Cherokee Tribune, April 7, 2025

APPROVED, ADOPTED, AND ENACTED this 19th day of May 2025.

_____
Michael Caldwell, Mayor
City of Woodstock, Georgia

(Municipal Seal)

_____
Robyn Adams, City Clerk
City of Woodstock, Georgia

_____
REVIEWED FOR LEGAL CONTENT
Phillip Friduss, City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

138 Parks Circle, Tax ID number 15N17A 125

All that tract or parcel of land lying and being in Land Lot 1024 of the 15th District, 2nd Section of Cherokee County, Georgia, being Lot 19, Block C of Dobbs Estates as per plat recorded in Plat Book 36, Page 174, Cherokee County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

Being Known as or formerly known as 138 Parks Circle, Woodstock, GA 30188
Parcel ID: 15N17A 125

EXHIBIT B

CONDITIONS OF ZONING

(Project No. V#209-25 – 138 Parks Circle)

1. The mailbox for the Accessory Dwelling Unit (ADU) at 138 Parks Cir shall be located on the north side of the proposed driveway, as shown in Exhibit C.
2. No encroachments shall be permitted between the proposed driveway and the driveway at 134 Parks Cir.
3. The Applicant will modify the alignment of the driveway to the satisfaction of the City Engineer before impervious surface is applied.

These conditions of zoning are consented to and approved by the Applicant.

RYAN & JORDAN STOCKTON

By: _____

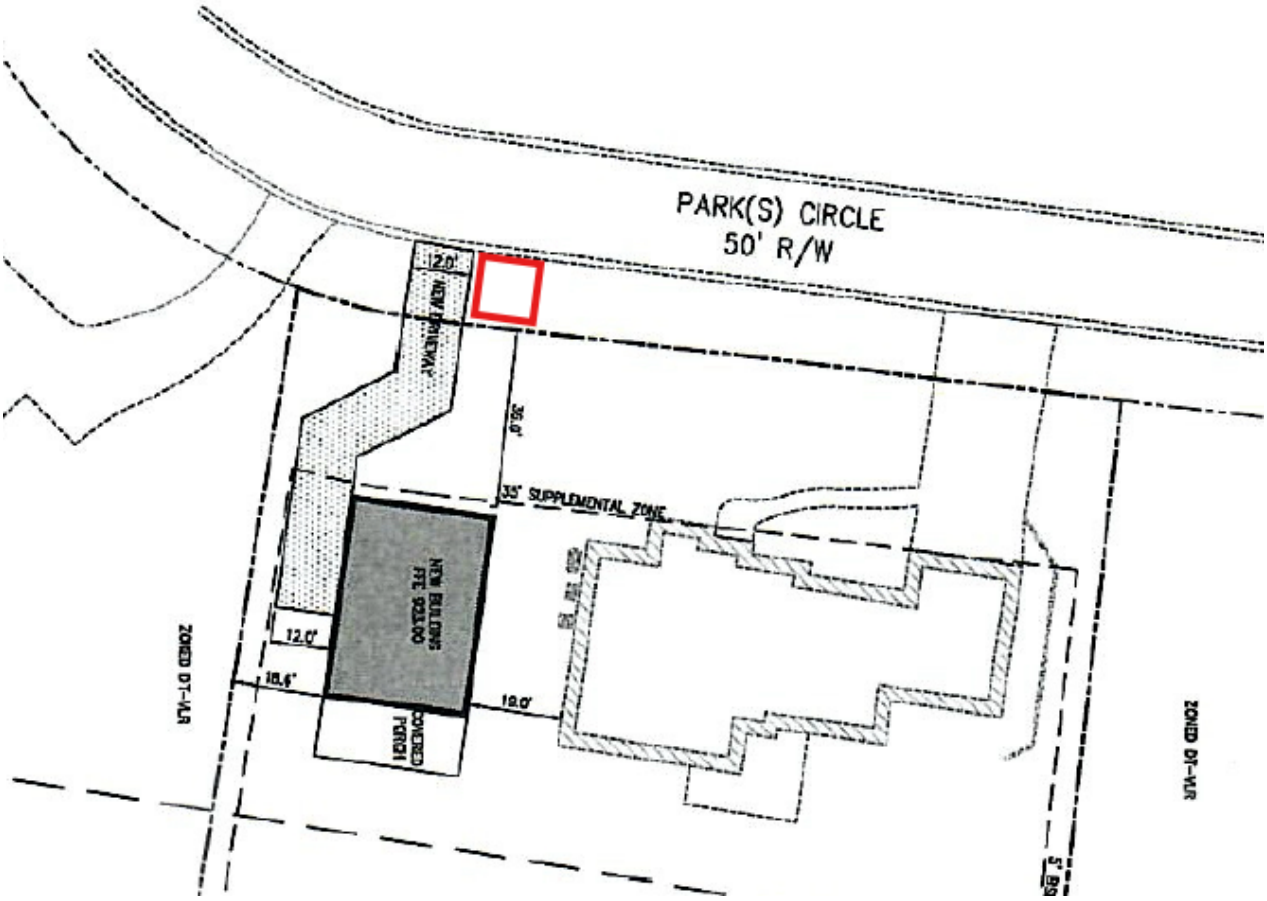
Print Name:

Title:

DATE: _____

EXHIBIT C

MAILBOX LOCATION



Attachment B1

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: Ryan Stockton Phone: [redacted]

Email: [redacted]

Applicant's Information:

Name: Ryan and Jordan Stockton

Address: 138 Parks Circle Phone: [redacted]

City, State, Zip: Woodstock, GA 30188 Email: [redacted]

Property Owner's Information: ☑ same as above **Please attach a list if multiple property owners**

Name: _____

Address: _____ Phone: _____

City, State, Zip: _____ Email: _____

Requested Public Hearing (check all that apply):

- ☐ Annexation
- ☐ Rezoning
- ☐ Condition Amendment
- ☑ Variance
- ☐ Conditional Use Permit
- ☐ Comprehensive Plan Amendment
- ☐ Other: _____

STAFF USE ONLY:

Case: V #209 - 25

Received by: C. Dunn

Date Received: 3.7.25

Fee Paid: $ 461 - paid

Date Accepted: 3.10.25

PUBLIC HEARING SCHEDULE:

Pre-Application Meeting: _____

Public Input Meeting: TBD

DPC Meeting: 4.2.25

Planning Commission: 5.1.25

City Council: 5.19.25

Attachment B2

Property Information:

Location: 138 Parks Circle Woodstock, GA 30188

Current Zoning: Residential Total Acreage: .84

Tax Map #: 15 N 17A Parcel #: 125 Future Development Map Designation: N/A

Adjacent Zonings: North DT-VLR South DT-VLR East DT-GC West DT-VLR

Applicant's Request (Itemize the Proposal, including code sections for Variance requests):

We are requesting a Variance to the city code to allow us to pave a driveway from the street to the side of the ADU that is under construction.

Section 727.2 - seeking relief from this code

Proposed Use(s) of Property:

Residence

Infrastructure Information:

Is water available to this site? ☑ Yes ☐ No Jurisdiction: City of Woodstock

How is sewage from this site to be managed?

Septic Tank

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		0.287	

Attachment B3

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? _____trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/ Townhome		9.57	
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, RYAN MORLEY-STOCKTON, 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 20 day of FEBRUARY, 20 25.

Print Name RYAN MORLEY-STOCKTON.

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 20 day of FEBRUARY, 20 25.

Copyright Owner Print Name RYAN MORLEY-STOCKTON

Copyright Owner Signature _____

Sworn to and Subscribed before me this: 20 day of February, 20 25.

Notary Signature: _____

(Notary Seal)

CATHERINE MCEVOY
NOTARY PUBLIC
MY COMMISSION EXPIRES
AUGUST 24, 2027
CHEROKEE COUNTY, GEORGIA

Attachment B4

APPLICANT RESPONSE STATEMENT

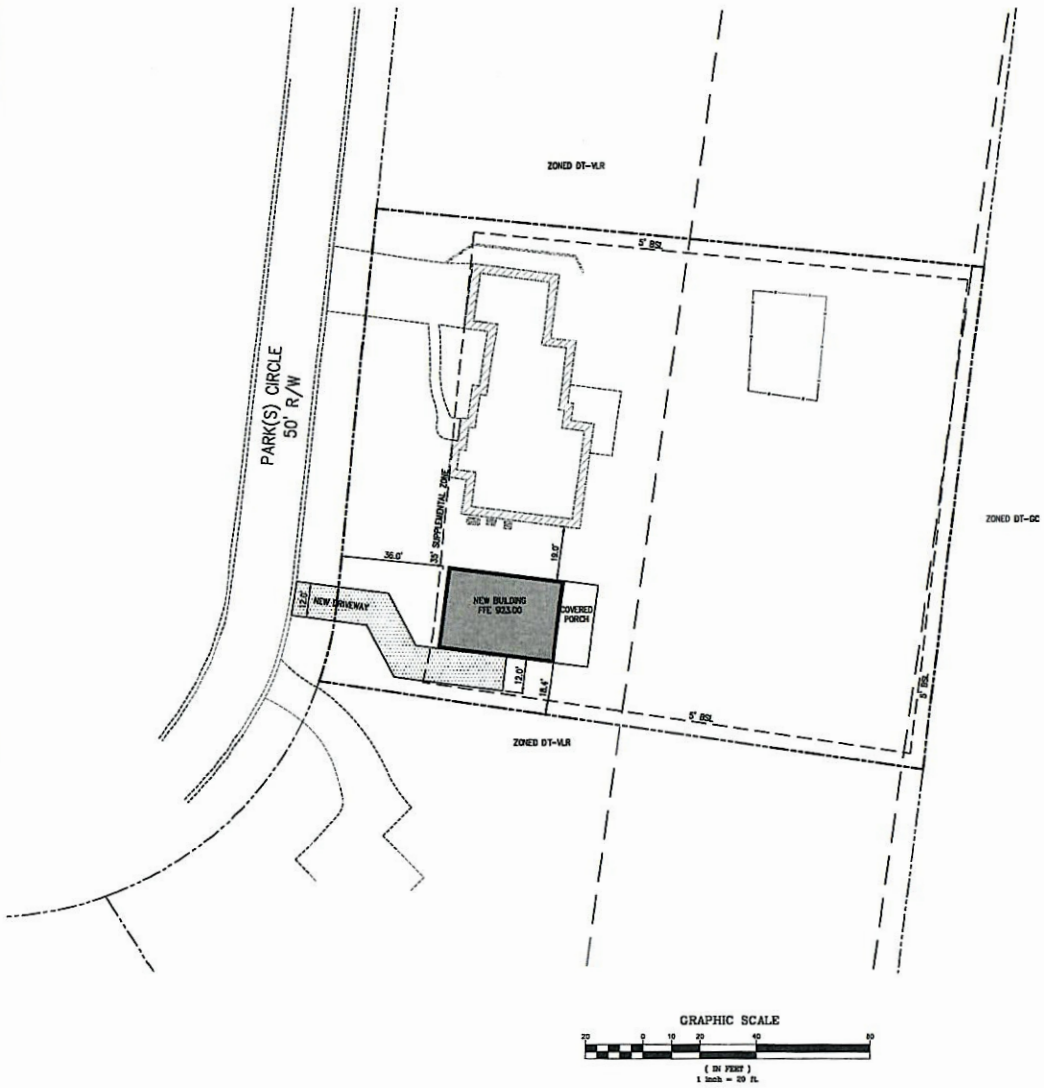
VARIANCES

The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a variance, please respond to the following standards in the form of a written narrative. In the case of concurrent variances, a response to the standards below should be provided for each variance requested.

1. Explain requested variance.
   We are requesting a variance to pave a driveway from the street to the side of the ADU.
2. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.
   The ADU is placed in the only location available due to topography and power easement.
3. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.
   Street parallel parking with a path down the slope or a walkway from the existing driveway will not be feasible as our parents age into the ADU.
4. Such conditions are peculiar to the particular piece of property involved.
   The topography is such that the proposed solutions involve a long sloped walk.
5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed.
   N/A
6. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance.
   This driveway would not impair the use or enjoyment of any neighboring property.
7. 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.
   ~~N/A~~ Power easement in lot limits use of ADU Placement.
8. 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.
   As stated above the long term plan is to age into the property, and not being able to drive down to the ADU will not be feasible as our parents age.
9. The condition from which relief or a variance is sought did not result from willful action by the applicant
   N/A
10. Authorizing 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.
    The additon of this driveway will not affect any of the above.

Attachment C1



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

LEGEND	
EXISTING EDGE OF PAVEMENT	
PROPOSED CONCRETE CURB & GUTTER	
EDGE OF PAVEMENT	
PROPOSED BUILDING	
PROPERTY LINES	
NEW DRIVEWAY	
NEW BUILDING	

GEORGIA811
www.Georgia811.com

Principled Engineering
1157 Evans Cook Rd
Canton, GA 30115
770-815-5322
Email: davidfoster1962@gmail.com

GEORGIA REGISTERED PROFESSIONAL ENGINEER DAVID A. FOSTER No. 22800

GSWCC LEVEL II CERTIFICATION #: 865

Client
JO AND WAYNE MARCHILDON
133 PARKS CIRCLE
WOODSTOCK, GA
jmarchildon@yahoo.com

LOT GRADING PLAN
133 PARKS CIRCLE
WOODSTOCK, GA

NO.	DATE	BY	DESCRIPTION

DATE
12-13'-24

SHEET TITLE
SITE PLAN

SHEET NO
C-10

Attachment D1

City of Woodstock

12453 Hwy 92
Woodstock, GA 30188
Phone: (770) 592-6036
Fax: (770) 926-7820
Email: woodstockbuilding@woodstockga.gov

Building - Res

Project #: JRAS-0012-2024
Permit #: PRES-000422-2024
Issued: 02/11/2025
Expires: 02/11/2026

To schedule inspections, please visit www.bsaonline.com

YOUR WEB PIN IS: ddd842bb939b

Type of Construction: Accessory Structure Occupancy Group: _____ Edition of Code: _____

LOCATION	OWNER	APPLICANT/CONTRACTOR
138 PARKS CIR **Lot:** 19 **Plat/Sub:** Dobbs Estate **Zoning:**	Stockton, Ryan & Jordan & Jordan 138 PARKS CIR WOODSTOCK, GA 30188 **Phone:** **Fax:**	HR Homes and Construction Inc. 1541 HARMONY DR CANTON, GA 30115 **Phone:** (678) 755-6140 **Fax:**

Work Description: ADU
Stipulations:

Permit Item	Fee Type	Quantity	Item Total
Res - Building Permit Fee	Standard Item	192,646.88	579.00
Erosion Inspection Fee	Inspection	1.00	100.00
Plan Review Fee	Standard Item	579.00	289.50

IMPORTANT: APPLICATION IS HEREBY MADE TO THE BUILDING OFFICIAL FOR A PERMIT SUBJECT TO THE CONDITIONS AND RESTRICTIONS SET FORTH ON THIS APPLICATION AND THE FOLLOWING:

Fee Total:	968.50
Amount Paid:	968.50
Tender Type:	
Check #:	
Balance Due:	$0.00

1. Construction activity is prohibited between the hours of 7:00pm and 7:00am unless approved by Council.
2. The City's approved plans and permit inspection card must remain on the job site for use by City Inspection Personnel.
3. Final Inspection of the work authorized by this permit is required. A certicate of Occupancy must be obtained prior to use and occupancy of new buildings, structures and

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HERIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

Date: 02/11/2025 Contractor or Authorized Agent: _____

Date: 02/11/2025 Approved By: _____

Attachment D2

MARCHILDON RESIDENCE

CODE MATRIX

USE GROUP:	ACCESSORY DWELLING UNIT (NO PROPERTY SUBDIVISION PROPOSED)
SCOPE OF WORK:	NEW CONSTRUCTION OF A ONE STORY WOOD FRAMED BUILDING
ZONING CLASSIFICATION:	DT-VLR
CONSTRUCTION CLASS:	UNPROTECTED
HOUSE FIN. ASSEMBLY:	1/2" GYPSUM BD. WALL & CEILING
SEISMIC CATEGORY:	B
DESIGN LOADS:	LIVE LOAD: SLEEPING = 30 PSF NON-SLEEPING = 40 PSF DECKS = 40 PSF DEAD LOAD = 10 PSF BASIC WIND SPEED = 90 MPH STAIR LOAD = 40 PSF ROOF LIVE LOAD = 20 SPF
SQ. FT. ALLOWANCE:	1028.8 SQ. FT. AND 40% OF EXISTING STRUCTURE EXISTING = 2572 SQ. FT. (2572 x .40 = 1028.8)

FOR MORE INFORMATION AND OTHER RELATED REQUIREMENTS, SEE ICC, *INTERNATIONAL BUILDING CODE*, SECTION R301

APPLICABLE BUILDING CODES

THIS PROJECT HAS BEEN DESIGNED AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH GEORGIA MINIMUM STAGE CODE AND THE 2018 (OR MORE RECENT) DCA AMENDMENTS:

- INTERNATIONAL PLUMBING CODE, 2018 EDITION WITH GEORGIA STATE AMENDMENTS
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION WITH GEORGIA STATE AMENDMENTS
- INTERNATIONAL RESIDENTIAL BUILDING CODE, 2018 EDITION WITH GEORGIA STATE AMENDMENTS
- NFPA 70 NATIONAL ELECTRICAL CODE, 2020 EDITION

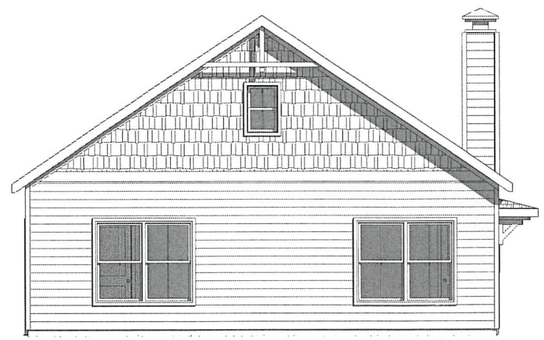
INCLUDING THE FOLLOWING LOCAL CODES AND REQUIREMENTS:

- CITY OF WOODSTOCK LAND DEVELOPMENT ORDINANCE CHAPTER VII, ARTICLE V, SECTION 7.523

ANY CHANGES MADE TO THE APPROVED PLANS MUST FIRST BE APPROVED BY THE CITY OF WOODSTOCK BUILDING DEPARTMENT

Woodstock Planning & Design
APPROVED

PROFILE



NOT ALL DEPICTIONS ARE DISPLAYED AT THE SAME SCALE

DRAWING INDEX

C0	COVER
A1	FOUNDATION
A2	FIRST FLOOR
A3	FURNITURE PLAN
A5	ROOF
A7	LEFT & REAR
A8	FRONT & RIGHT
E1	ELECTRICAL
N0	SPAN CHARTS
N1	NOTES A
N2	NOTES B
N3	NOTES C

AREA CALCULATION

FIRST FLOOR:	1028 SQ. FT.
PORCHES:	348 SQ. FT.
TOTAL HEATED:	1028 SQ. FT.

SQUARE FOOTAGE IS MEASURED TO/FROM DRYWALL

GENERAL NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, REGULATIONS, FHA/VA/HUD/ MPS.
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE SITE BEFORE THE BEGINNING CONSTRUCTION; ANY DESCREPANCIES SHALL BE REPORTED TO BENTLEY HOME PLANNING FOR JUSTIFICATION AND/OR CORRECTION BEFORE PROCEEDING WITH WORK. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR ALL ERRORS THAT ARE NOT REPORTED.
3. ALL DIMENSIONS SHOULD BE READ OR CALCULATED AND NEVER SCALED
4. CONTRACTOR SHALL INSURE COMPBATIBILITY OF THE BUILDING WITH ALL SIDE REQUREIMENTS

DRAWINGS NOTES

- DRAWINGS WHICH ARE NON-ARCHITECTURAL (ELECTRICAL, PLUMBING, HVAC, ETC.) ARE DIAGRAMMATIC AND ARE ONLY INTENDED TO SHOW GENERAL LOCATIONS OF DUCTS, PIPES, AND EQUIPMENT AND THE METHODS OF CONNECTING AND CONTROL. THE TRADES SUBCONTRACTORS ARE RESPONSIBLE FOR CHOICES IN ACTUAL HARDWARE AND INSTALLATION METHODS
- THE DRAWINGS SHALL BE FOLLOWED AS CLOSELY AS ACTUAL BUILDING CONDITIONS AND THE WORK OF OTHER TRADES PERMIT.
- THE DRAWINGS ARE NOT INTENDED TO SHOW EVERY CONNECTION IN DETAIL OR ALL OFFSETS, TRANSITIONS, OR FITTINGS REQUIRED FOR A COMPLETE SYSTEM NOR IS IT IMPLIED THAT ALL CONFLICTS BETWEEN BUILDING ELEMENTS AND/OR OTHER TRADES ARE INDICATED.
- THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE, AND NOTIFY THE DRAFTSMAN OF ANY DISCREPANCIES WHICH CAN BE ADDRESSED
- DO NOT SCALE DRAWINGS. SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR EXACT LOCATION OF DOORS, WINDOWS, LIGHTS, ETC.
- SIGNIFICANT DEVIATIONS OR CHANGES FROM THE DRAWINGS, WHICH ARE REQUIRED TO ACCOMPLISH THE INTENT OF THE CONTRACT DOCUMENTS MUST BE REVIEWED AND APPROVED BY THE RELEVANT JURISDICTION'S ENGINEER OR ARCHITECT BEFORE PROCEEDING OR RETURNED TO STEWART DRAFTING AND ESTIMATION FOR REVISION. IF THE CONTRACTOR BELIEVES CHANGES TO THE CONTRACT DRAWINGS ARE NECESSARY, SHOP DRAWINGS WITH WRITTEN DESCRIPTIONS OF THE PROPOSED CHANGES SHALL BE SUBMITTED TO THE RELEVANT JURISDICTION FOR APPROVAL.
- PRIOR TO INSTALLING EQUIPMENT, DUCT, OR PIPE, COORDINATE THE PROPOSED LOCATIONS WITH EACH TRADE/DISCIPLINE AND GC. EXAMINE EACH DISCIPLINE'S DRAWINGS FOR CONSTRUCTION DETAILS, CEILING HEIGHTS, REQUIRED CLEARANCES, AND SPACE CONSTRAINTS. PROVIDE SYSTEMS INSTALLATION BASED ON THIS EXAMINATION AND COORDINATION. IMMEDIATELY REPORT INSTALLATION CONFLICTS IN WRITING TO THE GC. IF CONFLICTS REQUIRE PLAN REVISION, REFER TO THE PREVIOUS POINT. RESOLVE ALL CONFLICTS WITH GC AND OTHER TRADES PRIOR TO PROCEEDING INSTALLING CONTRACTOR IS FULLY RESPONSIBLE FOR CORRECT INTERPRETATION AND APPLICATION OF ALL SIZES AND DIMENSIONS.
- DRAFTSMAN AND STEWART DRAFTING AND ESTIMATION, LLC. ARE NOT RESPONSIBLE FOR MISREADING OR MISCALCULATION OF VALUES RELATED TO THESE DRAWINGS

APPROVED
CITY OF WOODSTOCK
BUILDING DEPARTMENT
Note: These drawings were reviewed under the applicable laws adopted at this time. Every effort was made to catch code violations, but this does not relieve the owner of responsibility to comply with items missed or unknown to the reviewer.

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VERSION	1.4
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REVISIONS

No.	Description	Date

PROJECT NO.	002
AUTHOR	JS
CHECKER	JS

MARCHILDON RESIDENCE

JO MARCHILDON

136 PARKS CIRCLE
WOODSTOCK, GA 30188

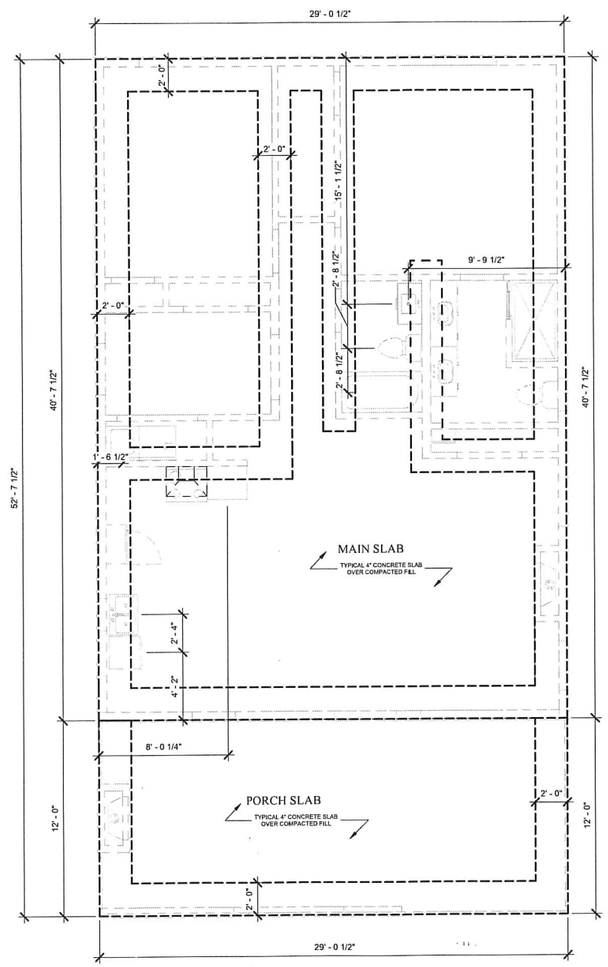
COVER PAGE

CURRENT PAGE NUMBER	TOTAL NUMBER OF PAGES
C0.0	12

SCALE

COPY

Attachment D3



1 B.O. Foundation
1/4" = 1'-0"

PAGE NOTES

- FIRST LEVEL CEILING HEIGHTS ARE 9'0" UNLESS OTHERWISE NOTED.
- APPLY A MINIMUM OF (2) PLY 2X10 HEADERS TO ALL DOOR AND WINDOW OPENINGS AND BEARING WALLS UNLESS OTHERWISE NOTED
- APPLY A MINIMUM OF (1) JACK STUD AND (1) KING STUD AT EACH END OF ALL HEADERS UNLESS OTHERWISE NOTED
- OVERHANGS ARE 12" UNLESS OTHERWISE NOTED
- ALL STRUCTURAL DETAILS AND FRAMING TO COMPLY WITH LOCAL BUILDING CODES AND IF THEY ARE NOT VERIFIED BY A LICENSED, STRUCTURAL ENGINEER, THE BUILDER WILL BE RESPONSIBILE FOR ALL STRUCTURAL INTEGRITY
- DIMENSIONS MAY VARY SLIGHTLY, DUE TO CONSTRUCTION AND/OR CONTRACTOR

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136 PARKS CIRCLE
WOODSTOCK, GA 30188

Foundation Plan

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A1	12

SCALE 1/4" = 1'-0"

PAGE NOTES

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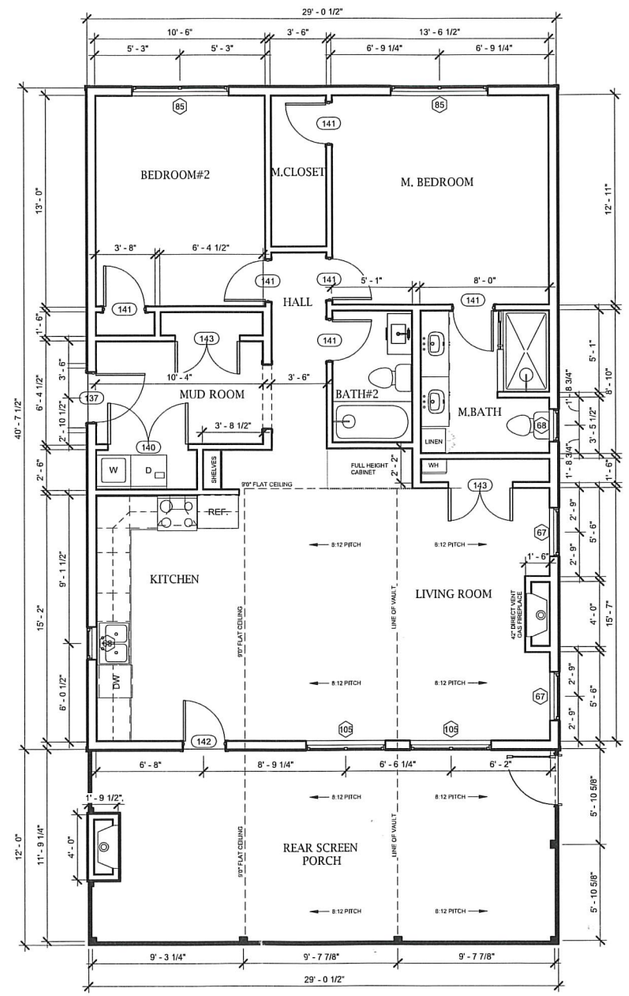
Window Schedule

Level	Type Mark	Count	Type
First Floor	67	2	3050
First Floor	68	2	2030
First Floor	85	2	3050 DBL
First Floor	105	2	2650 DBL
First Level Plate	68	1	2030

Basic Door Schedule

Count	Level	Type	Mark
1	First Floor	2668 FULL LITE	142
6	First Floor	2668 SINGLE	141
1	First Floor	3068 FULL LITE	137
2	First Floor	4068 DBL	143
1	First Floor	5068 DBL	140
1	First Floor	See Catalog	144



1 First Floor
1/4" = 1'-0"

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First Floor Plan

CURRENT PAGE NUMBER	TOTAL NUMBER OF PAGES
A2	12

SCALE 1/4" = 1'-0"

Attachment D5

PAGE NOTES

- FIRST LEVEL CEILING HEIGHTS ARE 9'0" UNLESS OTHERWISE NOTED.
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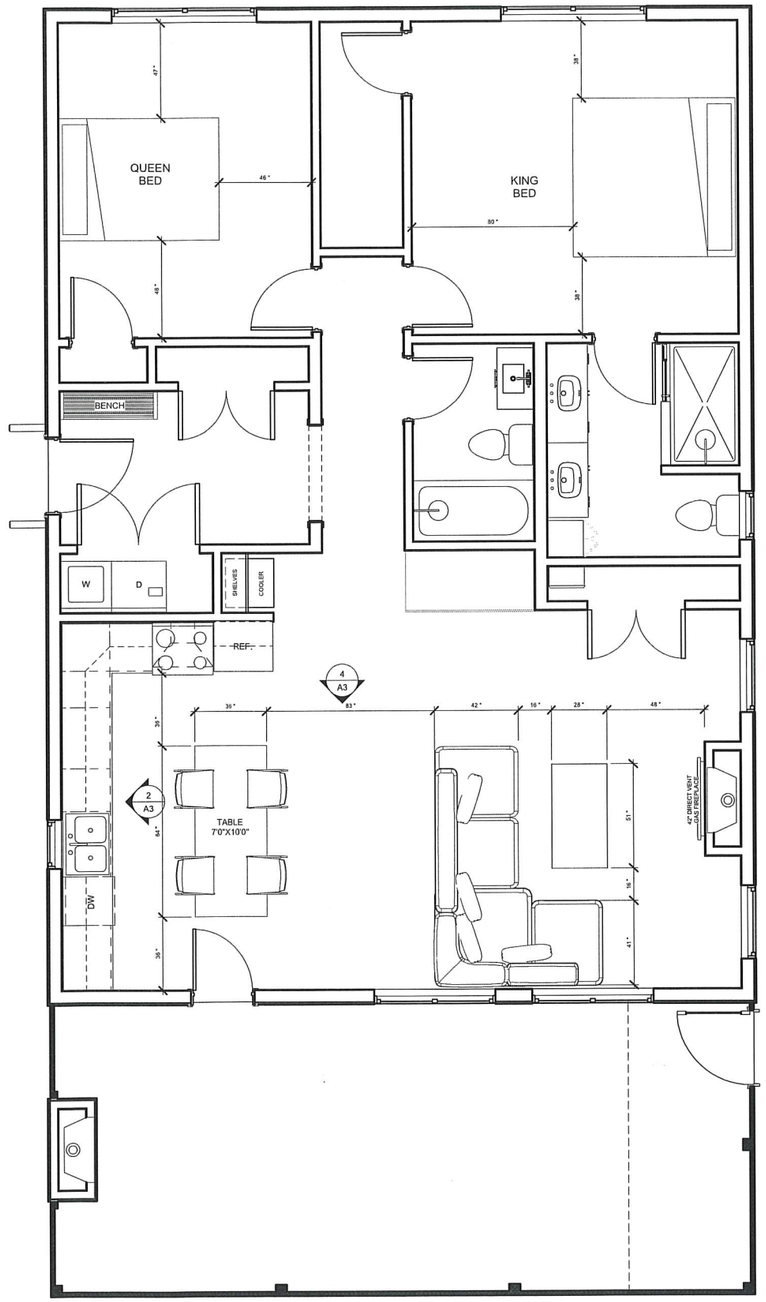
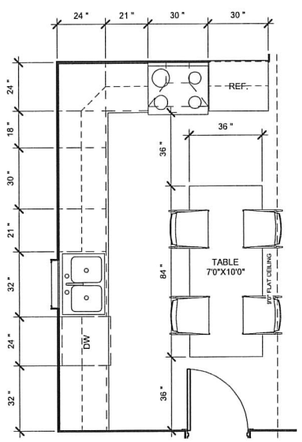
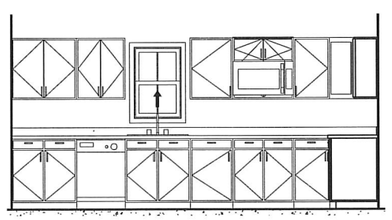


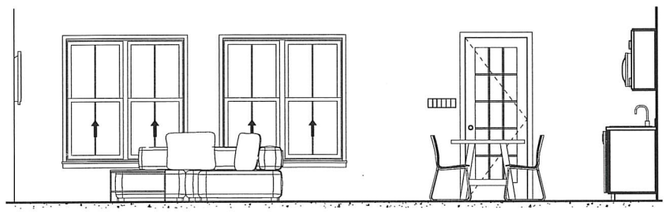
3 Furniture Plan
3/8" = 1'-0"



1 Kitchen Plan
3/8" = 1'-0"



2 Kitchen
3/8" = 1'-0"



4 Living Room
3/8" = 1'-0"

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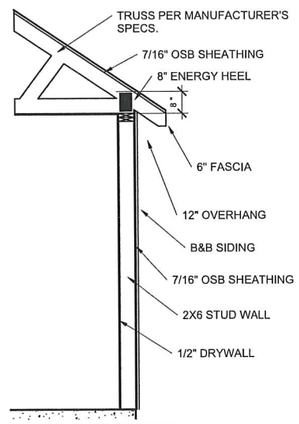
Furniture Plan

CURRENT PAGE NUMBER	TOTAL NUMBER OF PAGES
A3	12

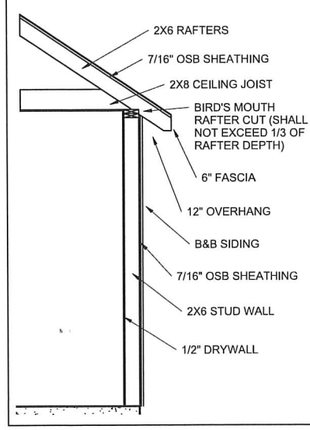
SCALE 3/8" = 1'-0"

Attachment D6

TRUSS ROOF EAVE DETAIL

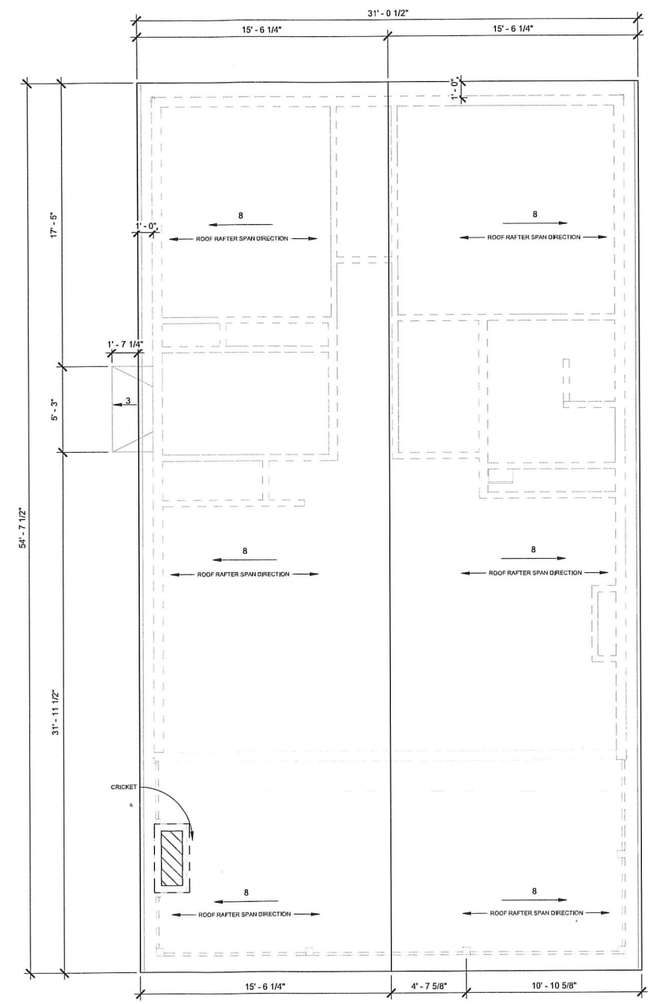


STICK ROOF EAVE DETAIL



PAGE NOTES

- ROOF RAFTERS PER MANUFACTURER SPECS
- ALL FLASHING APPLIED PER CODE/AREA REQUIREMENTS
- ROOF AND SOFFIT VENTS AS REQUIRED BY CODE
- OVERHANGS ARE 12" UNLESS OTHERWISE NOTED
- ALL EAVES HAVE A 6" FASCIA; SEE REFERENCED DIAGRAMS AND NOTES FOR MORE DETAILS
- WALLS AND ROOF USE 5/8" OR 7/16" ZIP/OSB SYSTEM SHEATHING
- DIMENSIONS MAY VARY SLIGHTLY, DUE TO CONSTRUCTION AND/OR CONTRACTOR
- ALL STRUCTURAL DETAILS AND FRAMING TO COMPLY WITH LOCAL BUILDING CODES AND BE VERIFIED BY A LICENSED, STRUCTURAL ENGINEER



1 Roof
1/4" = 1'-0"

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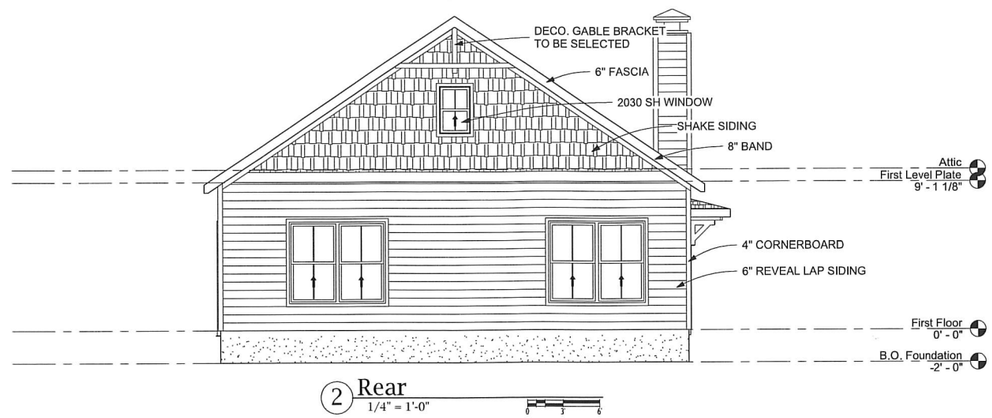
Roof Plan

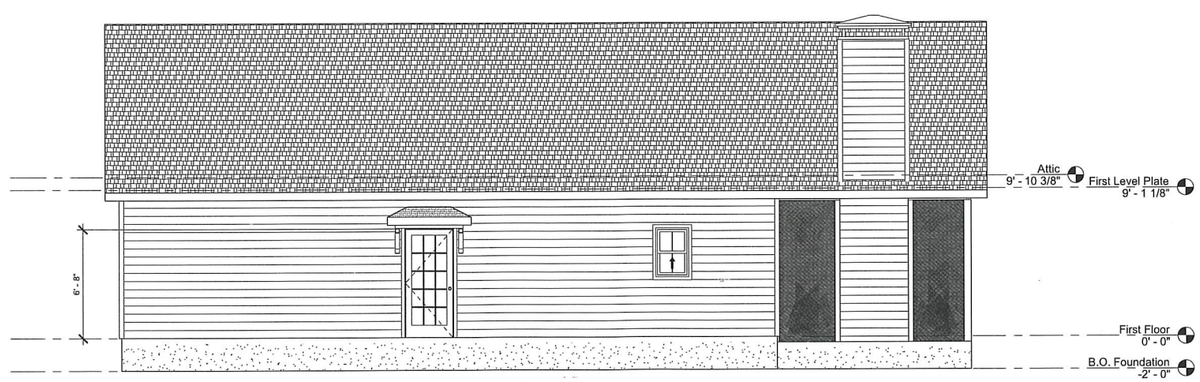
CURRENT PAGE NUMBER	TOTAL NUMBER OF PAGES
A6	12

SCALE As indicated

Attachment D7



2 Rear
1/4" = 1'-0"



1 Left
1/4" = 1'-0"

PAGE NOTES

- ELEVATIONS ARE SIMPLY PICTORIAL REPRESENTATIONS OF THE EXTERIOR OF THE BUILDING AND ARE NOT MEANT TO DICTATE DIMENSIONS OR BE USED FOR REFERENCE IN STRUCTURAL MATTERS
- OVERHANGS ARE 12" UNLESS OTHERWISE NOTED
- ALL EAVES HAVE A 6" FASCIA; SEE REFERENCED DIAGRAMS AND NOTES FOR MORE DETAILS
- ALL EXTERIOR WINDOWS & DOORS HAVE A DRIP EDGE (FLASHING) ON UPPER EDGE
- EXTERIOR SIDING IS HARDIE B&B AND BRICK
- DIMENSIONS MAY VARY SLIGHTLY, DUE TO CONSTRUCTION AND/OR CONTRACTOR
- HEADER HEIGHT IS 6'8" ON FIRST FLOOR
- WALLS AND ROOF USE 5/8" OR 7/16" ZIP/OSB SYSTEM SHEATHING
- ALL STRUCTURAL DETAILS AND FRAMING TO COMPLY WITH LOCAL BUILDING CODES AND BE VERIFIED BY A LICENSED, STRUCTURAL ENGINEER

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Elevations

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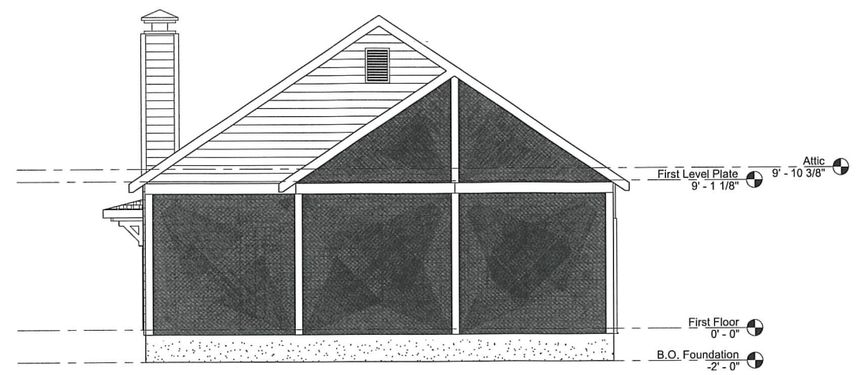
A7	12

SCALE 1/4" = 1'-0"

Attachment D8



1 Front
1/4" = 1'-0"

2 Right
1/4" = 1'-0"

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Elevations

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A8	12

SCALE 1/4" = 1'-0"

Attachment D9

SMOKE DETECTORS & CARBON MONOXIDE ALARM NOTE

THE PLACEMENT AND INSTALLATION OF SMOKE DETECTORS AND CARBON MONOXIDE ALARMS SHALL COMPLY WITH THE FOLLOWING CODES & REQUIREMENTS:

- INTERNATIONAL RESIDENTIAL CODE (IRC) SECTION R315
- RULES AND REGULATIONS OF THE STATE OF GEORGIA SUBJECT120-3-3 AND IN ADHERENCE TO GA CODE § 25-2-40 (2023)
- NFPA 72 (NATIONAL FIRE CODE) CHAPTER 11
- NFPA 101 (LIFE SAFETY CODE) CHAPTERS 9 AND 24
- ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES PERTAINING TO FIRE AND GAS DETECTION

*NOT ALL CODES ARE LEGALLY ENFORCED BY LOCAL JURISDICTIONS; CONFIRM WITH LOCAL COUNTY AND/OR CITY BEFORE INSTALLATION OF SMOKE AND CARBON MONOXIDE DETECTION DEVICES

FIXTURES NOTE

- THE ONLY OUTLET VISIBLE IN THIS PLAN IS THE UNIQUE FLOOR OUTLET PLACED IN THE KITCHEN. OTHERWISE, OUTLETS ARE NOT INCLUDED ON THIS PLAN AND THEIR LOCATION WILL BE DETERMINED BY THE BUILDER OR ELECTRICAL CONTRACTOR

ELECTRICAL NOTES

- MATERIALS, EQUIPMENT, AND SYSTEMS SHALL MEET ALL PERTINENT REQUIREMENTS OF THE AMERICAN SOCIETY FOR TESTING MATIERALS (ASTM), THE UNDERWRITERS LABORATORY (UL), THE 2020 NATIONAL ELECTRIC CODE (NEC), THE NATIONAL ELECTRIC MANUFACTURER'S ASSOCIATION (NEMA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI), AND OTHER NATIONALLY RECOGNIZED AGENCIES AS WELL AS APPLICABLE LOCAL CODES
- WIRING AND OTHER ELECTRICAL HARDWARE SHALL BE INSTALLED BY ELECTRICAL CONTRACTOR
- WIRING AND LAYOUT IS ACCURATE TO THE BEST OF OUR KNOWLEDGE AND IS NOT MEANT TO BE REPRESENTED TO EXACT MEASUREMENTS. HOWEVER, IN SOME INSTANCES, THE OWNER OR SUPPLLIER MAY SUBSTITUTE OR THE EQUIPMENT MAY VARY FROM WHAT IS SHOWN. THEREFORE, THE CONTRACTOR SHALL VERIFY ALL CRITICAL DIMENSIONS WITH THE OWNER PRIOR TO CONSTRUCTION. FAILURE OF THE CONTRACTOR TO VERIFY THESE DIMENSIONS SHALL PLACE THE RESPONSIBILITY FOR ANY SUBSEQUENT RELOCATION DIRECTLY UPON THE CONTRACTOR
- ALL LIGHTING FIXTURES AND OTHER ELECTRICAL HARDWARE SHALL BE SUPPORTED AND SECURED IN ACCORDANCE WITH THE N.E.C.
- THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC ONLY AND ARE FOR CIRCUIT ALLOCATION PURPOSES. DO NOT SCALE DRAWINGS

PAGE NOTES

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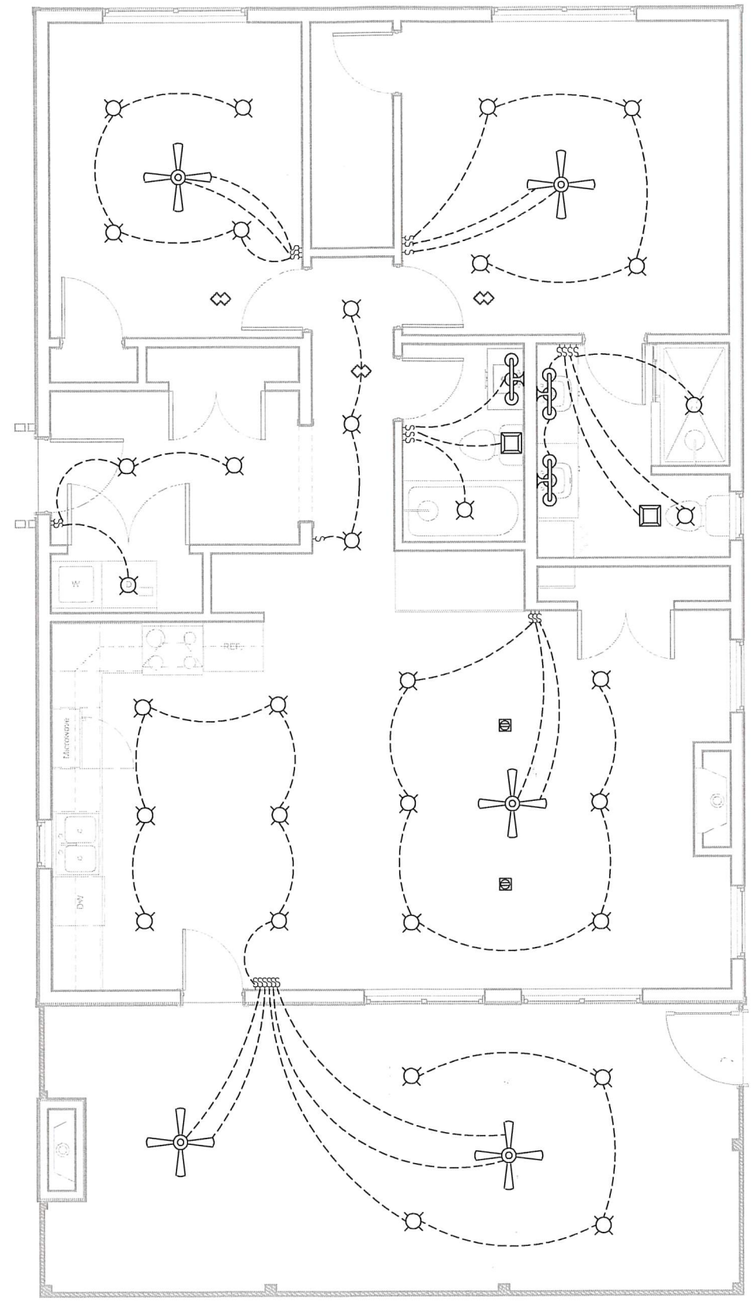
ELECTRICAL LEGEND

	SMOKE & CARBON MONOXIDE DETECTORS
S	GENERIC SINGLE SWITCH
S3	THREE-WAY SWITCH
	GENERIC CEILING LIGHT
	FLOOR MOUNTED OUTLET
	CEILING MOUNTED LIGHT & FAN
	WALL MOUNTED VANITY LIGHT
	RECESSED CAN LIGHT
	CEILING MOUNTED EXHAUST FAN
	EXTERIOR FLOOD LIGHT



1 First Floor Electrical
3/8" = 1'-0"

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First Floor Electrical

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E1	12

SCALE 3/8" = 1'-0"

TABLE 2308.4.2.1(1)

FLOOR JOIST SPANS FOR COMMON LUMBER SPECIES (Residential sleeping areas, live load = 30 psf, L/Δ = 360)

SPANS FOR FLOOR JOISTS SHALL BE IN ACCORDANCE WITH TABLE 2308.4.2.1(1), TABLE 2308.4.2.1(2) OR THE AWC

JOIST SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 psf				DEAD LOAD = 20 psf			
			2 × 6	2 × 8	2 × 10	2 × 12	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum floor joist spans							
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch	SS	12-6	16-6	21-0	25-7	12-6	16-6	21-0	25-7
	Douglas Fir-Larch	#1	12-0	15-10	20-3	24-8	12-0	15-7	19-0	22-0
	Douglas Fir-Larch	#2	11-10	15-7	19-10	23-0	11-6	14-7	17-9	20-7
	Douglas Fir-Larch	#3	9-8	12-4	15-0	17-5	8-8	11-0	13-5	15-7
	Hem-Fir	SS	11-10	15-7	19-10	24-2	11-10	15-7	19-10	24-2
	Hem-Fir	#1	11-7	15-3	19-5	23-7	11-7	15-2	18-6	21-6
	Hem-Fir	#2	11-0	14-6	18-6	22-6	11-0	14-4	17-6	20-4
	Hem-Fir	#3	9-8	12-4	15-0	17-5	8-8	11-0	13-5	15-7
	Southern Pine	SS	12-3	16-2	20-8	25-1	12-3	16-2	20-8	25-1
	Southern Pine	#1	11-10	15-7	19-10	24-2	11-10	15-7	18-7	22-0
	Southern Pine	#2	11-3	14-11	18-1	21-4	10-9	13-8	16-2	19-1
	Southern Pine	#3	9-2	11-6	14-0	16-6	8-2	10-3	12-8	14-9
	Spruce-Pine-Fir	SS	11-7	15-3	19-5	23-7	11-7	15-3	19-5	23-7
	Spruce-Pine-Fir	#1	11-3	14-11	19-0	23-0	11-3	14-7	17-9	20-7
	Spruce-Pine-Fir	#2	11-3	14-11	19-0	23-0	11-3	14-7	17-9	20-7
	Spruce-Pine-Fir	#3	9-8	12-4	15-0	17-5	8-8	11-0	13-5	15-7
16	Douglas Fir-Larch	SS	11-4	15-0	19-1	23-3	11-4	15-0	19-1	23-0
	Douglas Fir-Larch	#1	10-11	14-5	18-5	21-4	10-8	13-6	16-5	19-1
	Douglas Fir-Larch	#2	10-9	14-1	17-2	19-11	9-11	12-7	15-5	17-10
	Douglas Fir-Larch	#3	8-5	10-8	13-0	15-1	7-6	9-6	11-8	13-6
	Hem-Fir	SS	11-1	14-8	18-9	22-10	11-2	14-8	18-9	22-10
	Hem-Fir	#1	10-9	14-2	18-0	21-4	10-9	13-9	16-1	19-1
	Hem-Fir	#2	10-3	13-3	15-8	18-6	9-4	11-10	14-0	16-6
	Hem-Fir	#3	7-11	10-10	12-1	14-4	7-1	8-11	10-10	12-10
	Southern Pine	SS	10-6	13-10	17-8	21-6	10-6	13-10	17-8	21-4
	Southern Pine	#1	10-3	13-6	17-2	19-11	9-11	12-7	15-5	17-10
	Southern Pine	#2	10-3	13-6	17-2	19-11	9-11	12-7	15-5	17-10
	Southern Pine	#3	8-5	10-8	13-0	15-1	7-6	9-6	11-8	13-6
	Douglas Fir-Larch	SS	10-6	14-1	18-0	21-10	10-6	14-1	18-0	21-0
	Douglas Fir-Larch	#1	10-4	13-7	16-9	19-6	9-8	12-4	15-0	17-5
	Douglas Fir-Larch	#2	10-1	12-10	15-8	18-3	9-1	11-6	14-1	16-3
	Douglas Fir-Larch	#3	7-8	9-9	11-10	13-9	6-10	8-8	10-7	12-4
	Hem-Fir	SS	10-1	13-4	17-0	20-8	10-1	13-4	17-0	20-7
	Hem-Fir	#1	9-10	13-0	16-4	19-0	9-6	12-0	14-8	17-0
	Hem-Fir	#2	9-5	12-5	15-6	17-1	8-11	11-4	13-10	16-1
	Hem-Fir	#3	7-8	9-9	11-10	13-9	6-10	8-8	10-7	12-4
19.2	Southern Pine	SS	10-6	13-10	17-8	21-6	10-6	13-10	17-8	21-6
	Southern Pine	#1	10-1	13-4	16-5	19-6	9-11	12-7	14-8	17-5
	Southern Pine	#2	9-6	12-1	14-4	16-10	8-6	10-10	12-10	15-1
	Southern Pine	#3	7-3	9-1	11-0	13-1	6-5	8-2	9-10	11-8
	Spruce-Pine-Fir	SS	9-10	13-0	16-7	20-2	9-10	13-0	16-7	19-6
	Spruce-Pine-Fir	#1	9-8	12-9	15-8	18-3	9-1	11-6	14-1	16-3
	Spruce-Pine-Fir	#2	9-8	12-9	15-8	18-3	9-1	11-6	14-1	16-3
	Spruce-Pine-Fir	#3	7-3	9-0	11-10	13-9	6-10	8-5	10-7	12-4
24	Douglas Fir-Larch	SS	9-11	13-1	16-8	20-3	9-11	13-1	16-2	18-9
	Douglas Fir-Larch	#1	9-7	12-4	15-0	17-5	9-8	11-0	13-5	15-7
	Douglas Fir-Larch	#2	9-1	11-6	14-1	16-3	8-1	10-3	12-7	14-7
	Douglas Fir-Larch	#3	6-10	8-8	10-7	12-4	6-2	7-9	9-6	11-0
	Hem-Fir	SS	9-4	12-4	15-9	19-2	9-4	12-4	15-9	18-5
	Hem-Fir	#1	9-2	12-0	14-8	17-0	8-6	10-9	13-1	15-2
	Hem-Fir	#2	8-9	11-4	13-10	16-1	8-0	10-2	12-5	14-4
	Hem-Fir	#3	6-10	8-8	10-7	12-4	6-2	7-9	9-6	11-0
	Southern Pine	SS	9-9	12-10	16-5	19-11	9-9	12-10	16-5	19-9
	Southern Pine	#1	9-4	12-4	14-8	17-5	8-10	11-3	13-1	15-7
	Southern Pine	#2	8-6	10-10	12-10	15-1	7-7	9-9	11-5	13-6
	Southern Pine	#3	6-5	8-2	9-10	11-8	5-9	7-3	8-10	10-5
	Spruce-Pine-Fir	SS	9-2	12-1	15-5	18-9	9-2	12-1	15-0	17-5
	Spruce-Pine-Fir	#1	8-11	11-6	14-1	16-3	8-1	10-3	12-7	14-7
	Spruce-Pine-Fir	#2	8-11	11-6	14-1	16-3	8-1	10-3	12-7	14-7
	Spruce-Pine-Fir	#3	6-10	8-8	10-7	12-4	6-2	7-9	9-6	11-0

2021 International Building Code (IBC) - CHAPTER 23 WOOD - 2308.4.2 Floor joists

TABLE R802.5.1(1)

CEILING JOIST SPANS FOR COMMON LUMBER SPECIES (Uninhabitable attics without storage, live load = 10 psf, L/Δ = 240)

CEILING JOIST SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 5 psf		
			2 × 4	2 × 6	2 × 8	2 × 10
			Maximum ceiling joist spans			
			(feet-inches)	(feet-inches)	(feet-inches)	(feet-inches)
12	Douglas fir-larch	SS	13-2	20-8	Note a	Note a
	Douglas fir-larch	#1	12-8	19-11	Note a	Note a
	Douglas fir-larch	#2	12-5	19-8	25-8	Note a
	Douglas fir-larch	#3	11-1	16-3	20-7	25-2
	Hem-fir	SS	12-5	19-6	25-8	Note a
	Hem-fir	#1	12-2	19-1	25-2	Note a
	Hem-fir	#2	11-7	18-2	24-0	Note a
	Hem-fir	#3	10-10	15-10	20-1	24-6
	Southern pine	SS	12-11	20-3	Note a	Note a
	Southern pine	#1	12-5	19-6	25-8	Note a
	Southern pine	#2	11-10	18-6	24-7	Note a
	Southern pine	#3	10-1	14-11	18-9	22-9
	Spruce-pine-fir	SS	12-2	19-1	25-2	Note a
	Spruce-pine-fir	#1	11-10	18-8	24-7	Note a
	Spruce-pine-fir	#2	11-10	18-8	24-7	Note a
	Spruce-pine-fir	#3	10-10	15-10	20-1	24-6
16	Douglas fir-larch	SS	11-11	18-9	24-8	Note a
	Douglas fir-larch	#1	11-6	18-1	23-10	Note a
	Douglas fir-larch	#2	11-3	17-8	23-4	Note a
	Douglas fir-larch	#3	9-7	14-1	17-10	21-9
	Hem-fir	SS	11-3	17-8	23-4	Note a
	Hem-fir	#1	11-0	17-4	22-10	Note a
	Hem-fir	#2	10-6	16-6	21-9	Note a
	Hem-fir	#3	9-5	13-9	17-5	21-3
	Southern pine	SS	11-9	18-5	24-3	Note a
	Southern pine	#1	11-3	17-8	23-10	Note a
	Southern pine	#2	10-9	16-11	21-7	25-7
	Southern pine	#3	8-9	12-11	16-3	19-9
	Spruce-pine-fir	SS	11-0	17-4	22-10	Note a
	Spruce-pine-fir	#1	10-9	16-11	22-4	Note a
	Spruce-pine-fir	#2	10-9	16-11	22-4	Note a
	Spruce-pine-fir	#3	9-5	13-9	17-5	21-3
19.2	Douglas fir-larch	SS	11-3	17-8	23-3	Note a
	Douglas fir-larch	#1	10-10	17-0	22-5	Note a
	Douglas fir-larch	#2	10-7	16-8	21-4	26-0
	Douglas fir-larch	#3	8-9	12-10	16-3	19-10
	Hem-fir	SS	10-7	16-8	21-11	Note a
	Hem-fir	#1	10-4	16-4	21-6	Note a
	Hem-fir	#2	9-11	15-7	20-6	25-3
	Hem-fir	#3	8-7	12-6	15-10	19-5
	Southern -pine	SS	11-0	17-4	22-10	Note a
	Southern pine	#1	10-7	16-8	22-0	Note a
	Southern pine	#2	10-2	15-7	19-8	23-5
	Southern pine	#3	8-0	11-9	14-10	18-0
	Spruce-pine-fir	SS	10-4	16-4	21-6	Note a
	Spruce-pine-fir	#1	10-2	15-11	21-0	26-8
	Spruce-pine-fir	#2	10-2	15-11	21-0	25-8
	Spruce-pine-fir	#3	8-7	12-6	15-10	19-5
24	Douglas fir-larch	SS	10-5	16-4	21-7	Note a
	Douglas fir-larch	#1	10-2	15-11	21-0	26-8
	Douglas fir-larch	#2	9-10	15-4	20-1	23-3
	Douglas fir-larch	#3	7-10	11-6	14-7	17-9
	Hem-fir	SS	9-10	15-6	20-5	Note a
	Hem-fir	#1	9-8	15-2	19-10	24-3
	Hem-fir	#2	9-2	14-5	18-6	22-7
	Hem-fir	#3	7-6	11-2	14-2	17-4
	Southern pine	SS	10-3	16-1	21-2	Note a
	Southern pine	#1	9-10	15-6	20-5	24-0
	Southern pine	#2	9-3	13-11	17-7	20-11
	Southern pine	#3	7-2	10-6	13-3	16-1
	Spruce-pine-fir	SS	9-8	15-2	19-11	25-5
	Spruce-pine-fir	#1	9-5	14-9	18-9	22-11
	Spruce-pine-fir	#2	9-5	14-9	18-9	22-11
	Spruce-pine-fir	#3	7-6	11-2	14-2	17-4

2021 International Residential Code (IRC) - CHAPTER 8 ROOF-CEILING CONSTRUCTION - R802.5 Ceiling joists.
NOTE A: LUMBER EXCEEDS 26'0" AND THEREFORE IS NOT LISTED

TABLE 2308.7.2(1) - PART I

RAFTER SPANS FOR COMMON LUMBER SPECIES (Roof live load = 20 psf, ceiling not attached to rafters, L/Δ = 180)

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 psf				DEAD LOAD = 20 psf			
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spanss									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch	SS	11-6	16-0	23-9	Note b	Note b	11-6	16-0	23-5	Note b	Note b
	Douglas Fir-Larch	#1	11-1	17-4	22-5	Note b	Note b	10-6	15-4	19-5	23-9	Note b
	Douglas Fir-Larch	#2	10-10	16-7	21-0	25-6	Note b	9-10	14-4	16-2	22-3	25-9
	Douglas Fir-Larch	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Hem-Fir	SS	10-10	17-0	22-5	Note b	Note b	10-10	17-0	22-5	Note b	Note b
	Hem-Fir	#1	10-7	16-8	21-10	Note b	Note b	10-3	14-11	18-11	23-2	Note b
	Hem-Fir	#2	10-1	15-11	20-8	25-3	Note b	9-8	14-2	17-11	21-11	25-5
	Hem-Fir	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Southern Pine	SS	11-3	17-8	23-4	Note b	Note b	11-3	17-8	23-4	Note b	Note b
	Southern Pine	#1	10-10	17-0	22-5	26-0	26-0	10-6	15-8	19-10	23-2	Note b
	Southern Pine	#2	10-4	15-7	19-8	23-5	26-0	9-0	13-6	17-1	20-3	Note b
	Southern Pine	#3	8-0	11-9	14-10	18-0	21-4	6-11	10-2	12-10	15-7	18-6
	Spruce-Pine-Fir	SS	10-7	16-8	21-11	Note b	Note b	10-7	16-8	21-9	Note b	Note b
	Spruce-Pine-Fir	#1	10-4	16-3	21-0	25-8	Note b	9-10	14-4	18-2	22-3	25-9
	Spruce-Pine-Fir	#2	10-4	16-3	21-0	25-8	Note b	9-10	14-4	18-2	22-3	25-9
	Spruce-Pine-Fir	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
16	Douglas Fir-Larch	SS	10-5	16-4	21-7	Note b	Note b	10-5	16-0	20-3	24-9	Note b
	Douglas Fir-Larch	#1	10-0	15-4	19-5	23-9	Note b	9-1	13-3	16-10	20-7	23-10
	Douglas Fir-Larch	#2	9-10	14-4	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Douglas Fir-Larch	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
	Hem-Fir	SS	9-10	15-6	20-5	Note b	Note b	9-10	15-6	19-11	24-4	Note b
	Hem-Fir	#1	9-8	14-11	18-11	23-2	Note b	8-10	12-11	16-5	20-0	23-3
	Hem-Fir	#2	9-2	14-2	17-11	21-11	25-5	8-5	12-3	15-6	18-11	22-0
	Hem-Fir	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
	Southern Pine	SS	10-3	16-1	21-2	Note b	Note b	10-3	16-1	21-2	25-7	Note b
	Southern Pine	#1	9-10	15-6	19-10	23-2	26-0	9-1	13-7	17-2	20-1	23-10
	Southern Pine	#2	9-0	13-6	17-1	20-3	23-10	7-9	11-8	14-9	17-8	20-8
	Southern Pine	#3	6-11	10-2	12-10	15-7	18-6	6-0	8-10	11-2	13-6	16-0
	Spruce-Pine-Fir	SS	9-8	15-2	19-11	25-5	Note b	9-8	14-10	18-10	23-0	Note b
	Spruce-Pine-Fir	#1	9-5	14-4	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Spruce-Pine-Fir	#2	9-5	14-4	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Spruce-Pine-Fir	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
19.2	Douglas Fir-Larch	SS	9-1	14-4	18-10	23-4	Note b	8-11	13-1	16-7	20-3	23-5
	Douglas Fir-Larch	#1	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Douglas Fir-Larch	#2	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Douglas Fir-Larch	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Hem-Fir	SS	8-7	13-6	17-10	22-9	Note b	8-7	12-10	16-3	19-10	23-0
	Hem-Fir	#1	8-4	12-3	15-6	18-11	21-11	7-3	10-7	13-5	16-4	19-0
	Hem-Fir	#2	7-11	11-7	14-8	17-10	20-9	6-10	10-0	12-8	15-6	17-11
	Hem-Fir	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Southern Pine	SS	8-11	14-1	18-6	23-8	Note b	8-11	13-10	17-8	20-10	24-8
	Southern Pine	#1	8-7	12-9	16-2	18-11	22-6	7-5	11-1	14-0	16-5	19-6
	Southern Pine	#2	7-4	11-0	13-11	16-6	19-6	6-4	9-6	12-1	14-4	16-10
	Southern Pine	#3	5-8	8-4	10-6	12-9	15-1	4-11	7-3	9-1	11-0	13-1
	Spruce-Pine-Fir	SS	8-5	13-3	17-5	21-8	25-2	8-4	12-2	15-4	18-9	21-9
	Spruce-Pine-Fir	#1	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir	#2	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9

TABLE 2308.7.2(1) - PART II

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 psf				DEAD LOAD = 20 psf			
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spanss									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch	SS	9-10	15-5	20-4	25-11	Note b	9-10	14-7	18-6	22-7	Note b
	Douglas Fir-Larch	#1	9-5	14-0	17-9	21-8	25-2	8-4	12-2	15-4	18-9	21-9
	Douglas Fir-Larch	#2	8-11	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Douglas Fir-Larch	#3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
	Hem-Fir	SS	9-3	14-7	19-2	24-6	Note b	9-3	14-4	18-2	22-3	25-9
	Hem-Fir	#1	9-1	13-8	17-4	21-1	24-6	8-1	11-10	15-0	18-4	21-3
	Hem-Fir	#2	8-8	12-11	16-4	20-0	23-2	7-8	11-2	14-2	17-4	20-1
	Hem-Fir	#3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
	Southern Pine	SS	9-8	15-2	19-11	25-5	Note b	9-8	15-2	19-7	23-4	Note b
	Southern Pine	#1	9-3	14-3	18-1	21-2	25-2	8-4	12-4	15-8	18-4	21-9
	Southern Pine	#2	8-2	12-3	15-7	18-6	21-9	7-1	10-8	13-6	16-0	18-10
	Southern Pine	#3	6-4	9-4	11-9	14-3	16-10	5-6	8-1	10-2	12-4	14-7
	Spruce-Pine-Fir	SS	9-1	14-3	18-9	23-11	Note b	9-1	13-7	17-2	21-0	24-4
	Spruce-Pine-Fir	#1	8-10	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Spruce-Pine-Fir	#2	8-10	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Spruce-Pine-Fir	#3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
24	Douglas Fir-Larch	SS	9-1	14-4	18-10	23-4	Note b	8-11	13-1	16-7	20-3	23-5
	Douglas Fir-Larch	#1	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Douglas Fir-Larch	#2	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Douglas Fir-Larch	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Hem-Fir	SS	8-7	13-6	17-10	22-9	Note b	8-7	12-10	16-3	19-10	23-0
	Hem-Fir	#1	8-4	12-3	15-6	18-11	21-11	7-3	10-7	13-5	16-4	19-0
	Hem-Fir	#2	7-11	11-7	14-8	17-10	20-9	6-10	10-0	12-8	15-6	17-11
	Hem-Fir	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Southern Pine	SS	8-11	14-1	18-6	23-8	Note b	8-11	13-10	17-8	20-10	24-8
	Southern Pine	#1	8-7	12-9	16-2	18-11	22-6	7-5	11-1	14-0	16-5	19-6
	Southern Pine	#2	7-4	11-0	13-11	16-6	19-6	6-4	9-6	12-1	14-4	16-10
	Southern Pine	#3	5-8	8-4	10-6	12-9	15-1	4-11	7-3	9-1	11-0	13-1
	Spruce-Pine-Fir	SS	8-5	13-3	17-5	21-8	25-2	8-4	12-2	15-4	18-9	21-9
	Spruce-Pine-Fir	#1	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir	#2	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9

CHECK SOURCES FOR AVAILABILITY OF LUMBER IN LENGTHS GREATER THAN 20 FEET
FORT SI:
1 INCH = 25.4 MM
1 FOOT = 304.8MM
1 POUND PER SQUARE FOOT = 0.0479 KPA

A. THE TABULATED RAFTER SPANS ASSUME THAT CEILING JOISTS ARE LOCATED AT THE BOTTOM OF THE ATTIC SPACE OR THAT SOME OTHER METHOD OF RESISTING THE OUTWARD PUSH OF THE RAFTERS ON THE BEARING WALLS, SUCH AS RAFTER TIES, IS PROVIDED AT THAT LOCATION. WHERE CEILING JOISTS OR RAFTER TIES ARE LOCATED HIGH IN THE ATTIC SPACE, THE RAFTER SPANS SHALL BE MULTIPLIED BY THE FOLLOWING FACTORS:

H/H_{CR}	Rafter Span Adjusment Factor
1/3	0.67
1/4	0.76
1/5	0.83
1/6	0.90
1/7.5 or less	1.00

where:

H_{CR} = Height of ceiling joiss or rafter ties measured vertically above the top of the rafter support walls.

H_R = Height of roof ridge measured vertically above the top of the rafter support walls.

b Span exceeds 26 feet in length.

CHAPTER 23 WOOD - 2308.7.2 Rafter spans.

TABLE 2308.7.3.1

RAFTER TIE CONNECTIONS

RAFTER SLOPE	TIE SPACING (inches)	LIVE LOAD ONLY[a]			GROUND SNOW LOAD (pounds per square foot)					
					30 pounds per square foot			50 pounds per square foot		
		Roof span (feet)								
		12	24	36	12	24	36	12	24	36
		Required number of 16d common (3 ½" x 0.162") nails per connection [a, b, c, d, e, f, h]								
3:12	12	3	5	8	3	6	9	5	9	13
	16	4	7	10	4	8	12	6	12	17
	19.2	4	8	12	5	10	14	7	14	21
	24	5	10	15	6	12	18	9	17	26
	32	7	13	20	8	16	24	12	23	34
	48	10	20	29	12	24	35	17	34	51
4:12	12	3	4	6	3	5	7	4	7	10
	16	3	5	8	3	6	9	5	9	13
	19.2	3	6	9	4	7	11	6	11	16
	24	4	6	11	5	9	13	7	13	19
	32	5	10	15	6	12	18	9	17	26
	48	8	15	22	9	18	26	13	26	38
5:12	12	3	3	5	3	4	6	3	6	8
	16	3	4	6	3	5	7	4	7	11
	19.2	3	5	7	3	6	9	5	9	13
	24	3	6	9	4	7	11	6	11	16
	32	4	8	12	5	10	14	7	14	21
	48	6	12	18	7	14	21	11	21	31
7:12	12	3	3	4	3	3	4	3	4	6
	16	3	3	5	3	4	5	3	5	8
	19.2	3	4	6	3	4	6	3	6	9
	24	3	5	7	3	5	8	4	8	11
	32	3	6	9	4	7	10	5	10	15
	48	5	9	13	5	10	15	8	15	22
9:12	12	3	3	3	3	3	3	3	3	5
	16	3	3	4	3	3	4	3	4	6
	19.2	3	3	4	3	4	5	3	5	7
	24	3	4	5	3	4	6	3	6	9

Attachment E1

PUBLIC INPUT REPORT: Case # V20925

Applicant Name: RYAN + JORDAN STOCKTON

Phone #: [redacted] Email: [redacted]

Subject Property Address/Parcel #: 138 PARKS CIRCLE WOODSTOCK, GA 30188

Public Input Meeting date, time, location: 4/2/25 7pm THE CHAMBERS AT CITY CENTER

I. Summary of concerns:

II. How the applicant addressed concerns: NO ONE ATTENDED

III. Concerns the applicant was unable or unwilling to address and why:

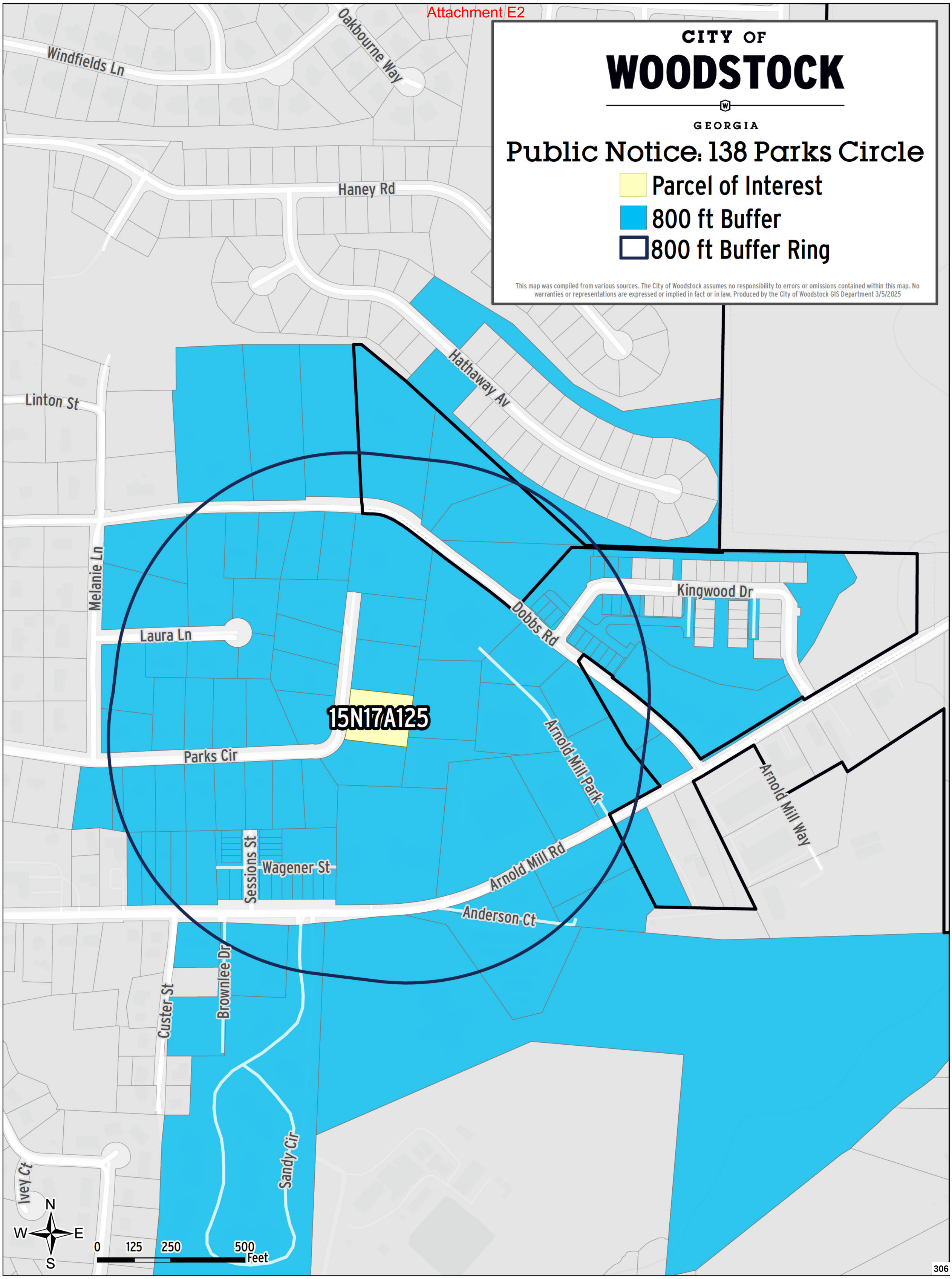
IV. Concerns or topics of discussion unrelated to the proposal:

V. Agreements made by the applicant to property owners at the meeting:

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!

Attachment E2



Attachment E3

PUBLIC INPUT PLAN – to be submitted with Public Hearing Application

Applicant Name: RYAN STOCKTON

Contact (phone and/or email): [redacted]

Subject Property Address/Parcel No.:
138 PARKS CIRCLE, WOODSTOCK GA 30188
PARCEL 15N17A125

The Applicant will implement the following plan in order to inform the community of the development proposal and to create a dialogue with the surrounding residents.

I. Notification:
   a. The Applicant will mail notices to all property owners and homeowners associations within 800 feet of the subject property and invite them to the Public Input Meeting.
   b. The notification letter shall be mailed at least fourteen (14) calendar days prior to the Public Input Meeting.
   c. The notice of the Public Input Meeting will include a summary of the Applicant's rezoning, annexation and/or variances requests, along with site plan or rendering representing the proposed project.
   d. The Applicant will submit to the Community Development Department a copy of the notice and a list of the property owners who shall receive the letter.

II. The Public Input Meeting will occur prior to the deadline as stated on the Public Hearing Schedule, and the date, time, location, and format of the meeting shall adhere to the standards set forth in Policy CPM #700-0008.

III. A summary of the results of the public input meeting, using the required template, shall be provided to the Community Development Department within two (2) days of the meeting but no later than by the deadline shown on the adopted Public Hearing Schedule.

The Applicant will continue a dialogue with the respective City departments regarding planning, transportation, and other issues relating to the proposed rezoning request.

Applicant's Signature: _____

AGENDA ITEM NO. 7.4

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Natalie Faustine, Community Development
ITEM TYPE:	Ordinance 1st or 2nd Reading
AGENDA SECTION:	PUBLIC HEARING
SUBJECT:	**Consideration of V#210-25: 130 Robinhood Drive (Public Hearing/Vote)**
SUGGESTED ACTION:	Request for consideration of Ordinance No. 2025-010 granting approval of V#210-25. Staff recommends that the Council approve a variance to allow for the placement of an accessory structure closer to the side street of a corner lot than the primary structure located at 130 Robinhood Drive, subject to the staff recommended conditions of approval.

ATTACHMENTS:

V#210-25 - 130 Robinhood CC Staff Report.pdf
Ordinance No 2025-010 - V#210-25 130 Robinhood Dr.pdf
Attachment B - Application.pdf
Attachment C - Site Plan.pdf
Attachment D - Public Input Report.pdf

DATE: May 19, 2025

TO: Woodstock City Council

FROM: Natalie Faustine, Planning Technician

SUBJECT: Project No. V#210-25
130 Robinhood Drive

RECOMMENDATION:

Staff recommends that the City Council approve a Variance to allow for an accessory structure to be situated closer to the side street of a corner lot than the primary structure at 130 Robinhood Drive, subject to the staff recommended conditions of approval (V#210-25).

EXECUTIVE SUMMARY

The Applicant, Andrea Stocker, is requesting a Variance to allow for the placement of an accessory structure closer to the side street of a corner lot than the primary structure located at 130 Robinhood Drive. The proposed accessory structure would serve as a personal art studio.

General information about the project is provided on page two. The public hearing application is provided as Attachment A. The site plan is provided as Attachment B.

BACKGROUND

General Property and Surrounding Land Use Information	
Address	130 Robinhood Drive
Council Ward	2 (Potts)
Tax ID #	92N08 031
Site Acreage	± 0.41 acres
Future Development Map	Urban Village
Current Zoning	DT-MR-A (Downtown Medium Density)
Current Development	Single Family Residential House
Streets Information	Robinhood Drive and Nottingham Drive are City-owned streets
Surrounding Neighborhood: North	DT-MR-A (Downtown Medium Density)
South	DT-MR-A (Downtown Medium Density)
East	DT-MR-A (Downtown Medium Density)
West	DT-MR-A (Downtown Medium Density)

Zoning History

No Zoning History was found for the subject parcel.

PROJECT DESCRIPTION

The Applicant, Andrea Stocker, is requesting a Variance to the Land Development Ordinance (LDO) Section 7.304.21 to allow the placement of an accessory structure in closer proximity to the side street of a corner lot than the primary structure. The primary structure is situated ± 70 feet from Nottingham Drive, while the accessory structure is proposed to be located ± 20 feet from Nottingham Drive. Given the lot configuration and existing septic infrastructure, it is not feasible for the accessory structure to be positioned as the LDO prescribes. The site plan is provided as Attachment B.

The primary structure on the site measures ± 1,008 square feet. The proposed one-story accessory structure would be 48 feet long, 24 feet wide, and 16 feet tall, with a total area of approximately ± 1,152 square feet. To ensure visual consistency with the primary structure, it would utilize matching paint colors, siding, and other exterior finishes.

The proposed accessory structure is intended for the Applicant's personal use as an art studio, with a specific focus on woodworking and pottery. The Applicant currently holds a valid Home Occupational Tax License, which permits the sale of artwork produced on-site. However, the structure is not intended to operate as a retail storefront or a secondary dwelling unit. Its use would remain consistent with the property's residential zoning, and no increase in traffic, noise, or commercial activity is anticipated. This use complies with

applicable zoning regulations and maintains the residential nature of the property and surrounding area.

130 Robinhood Drive Existing Structure

Proposed Accessory Structure Rendering

ANALYSIS

Land Development Ordinance (LDO) Consistency

LDO Section 7.304.21 (Accessory Use Requirements) prescribes provisions for Accessory Uses and Structures in all zoning districts. The following requirements apply to the subject property:

a. Such structures shall not be permitted in any required front yard.
b. Where a corner lot adjoins in the rear of residential use, no accessory building shall be located closer to the side street right-of-way line than the principal building or closer than five (5) feet to the rear property line.
c. No garage nor other accessory building shall be located closer than five (5) feet to a side or rear lot line.

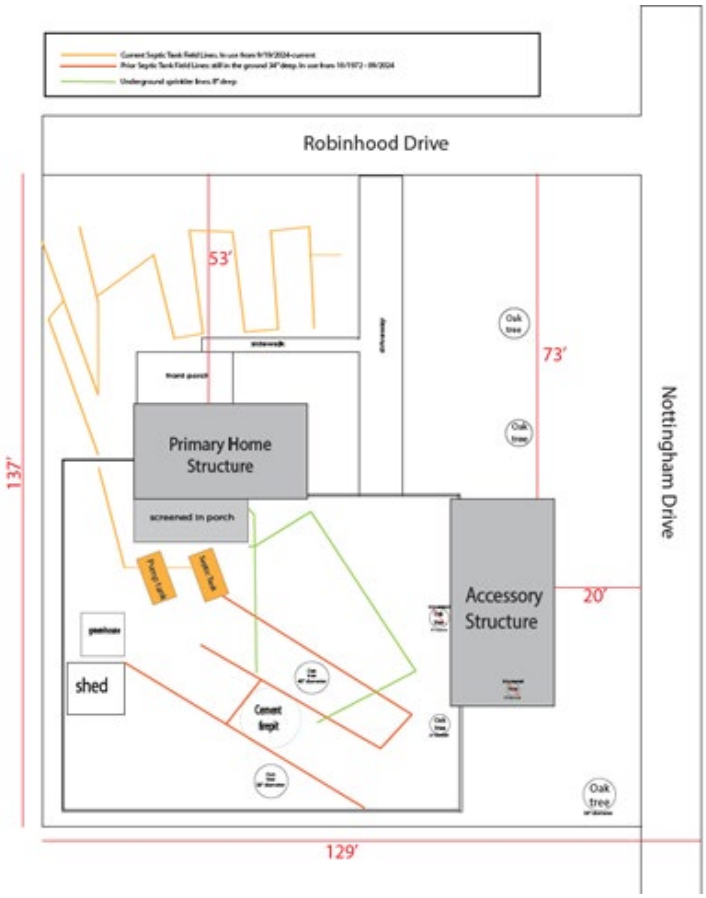
The Applicant is requesting a Variance from LDO Section 7.304.21(b), which restricts accessory structures on corner lots from being located closer to the side street right-of-way than the principal building. Although the proposed structure does not meet this requirement due to the lot layout, it satisfies all other provisions outlined in LDO Section 7.304. The structure meets setback requirements for both side and rear yards as detailed in Section 7.304.21(c), and it is appropriately placed outside of the required front yard in compliance with Section 7.304.21(a).

The placement of the principal structure on the lot significantly limits options for locating an accessory structure. The house is nearly centered on the lot, situated ± 53 feet from Robinhood Drive and ± 78 feet from Nottingham Drive. Additionally, this lot has underground septic infrastructure located in both the front and rear yards. A new septic system was installed in 2024, with most of its field lines in the front yard. However, the pump tank, septic tank, and remnants of the old field lines are all located directly behind the house and span much of the backyard. An underground irrigation system is also present in the rear yard. The combination of these factors creates substantial limitations that

prevent the structure from being in compliance with the LDO. Approving the variance would make better use of an underutilized space on the lot, allowing for a reasonable improvement without undermining the intent of the Ordinance.

The proposed accessory structure is intended to serve as a personal art studio where woodworking and pottery equipment would be stored and utilized. The Applicant has obtained a Home Occupational Tax License to operate a small art business, which complies with the Home Occupation requirements outlined in LDO Section 7.507.

The Applicant does not plan to convert the accessory structure into a dwelling unit. Its size and location currently do not meet the requirements for conversion to an Accessory Dwelling Unit outlined in LDO Section 7.523, and any attempt to do so in the future would require obtaining further variances.



Proposed Site Plan

2023 Comprehensive Plan Consistency

The proposed project site is located within the Urban Village Character Area. The intent of this character area is to serve as a transition between the downtown Urban Core and the surrounding character areas. The Urban Village is predominantly residential, with a mix of uses and building types that allow for a walkable community area. Development in this area should accommodate a variety of housing types to suit the variety of lifestyles and lifecycles and require streetscape treatment and connectivity of public infrastructure. This request is in line with the City's vision of encouraging growth that benefits the community while minimizing the impact on current infrastructure and maintaining the unique character of the area.

PUBLIC INPUT

Public notice for the public hearing has been provided in accordance with State and local law. On or around March 11th, public notices were mailed to property owners within 800' 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 Cherokee Tribune at least 15 days but not more than 45 days prior to the public hearing.

On Thursday, March 20, 2025, the Applicant hosted a public input meeting at the Chambers at City Center, located at 8534 Main St, beginning at 8:00 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 process. Four neighbors attended the meeting and raised concerns about the appearance, intended use, and potential future use of the structure. The public input report is included in Attachment D.

DEVELOPMENT PROCESS COMMITTEE RECOMMENDATION

On April 9, 2025, the Development Process Committee (DPC) considered the proposed request. At this DPC meeting, staff discussed the appearance, size, and intended use of the proposed accessory structure. Staff expressed concerns about the accessory structure's size in relation to the home and discussed its potential impact on the surrounding neighborhood.

Given the challenges presented by the layout of the lot, staff voted (5-1) to recommend approval of the Variance, subject to the following conditions:

1. The accessory structure shall not exceed 80% of the square footage of the primary residence, with a maximum size of 806 square feet.
2. A valid Home Occupation License shall be maintained at all times.
3. The accessory structure shall not be used for any business activity beyond the scope of what is allowed under a Home Occupation License. In-person classes or similar gatherings are prohibited.
4. All entrances to the accessory structure shall be oriented away from the street.
5. The street-facing façade of the accessory structure shall be constructed using code-compliant exterior materials consistent with the primary structure.
6. No additional curb cuts shall be permitted as a result of this development.
7. The accessory structure shall not be utilized or converted into a residential dwelling unit.

PLANNING COMMISSION RECOMMENDATION

On May 1, 2025, the Planning Commission considered the proposed Variance request. The Commission had questions about the staff recommended size limit. The Planning Commission voted (5-1) to recommend Council approval of the project, with staff's recommendations, and the following modifications, shown in red:

1. ~~The accessory structure shall not exceed 80% of the square footage of the primary residence, with a maximum size of 806 square feet.~~ The accessory structure shall not exceed 1,152 square feet in size.
2. A valid Home Occupation License shall be maintained at all times.

3. The accessory structure shall not be used for any business activity beyond the scope of what is allowed under a Home Occupation License. In-person classes or similar gatherings are prohibited.
4. ~~All entrances to the accessory structure shall be oriented away from the street.~~
5. The street-facing façade of the accessory structure shall be constructed using code-compliant exterior materials consistent with the primary structure.
6. No additional curb cuts shall be permitted as a result of this development.
7. The accessory structure shall not be utilized or converted into a residential dwelling unit.

The Planning Committee established the maximum allowable size of the accessory structure at 1,152 square feet, consistent with the applicant's request and the submitted site plan. Staff believe the Commission's revisions to the proposed conditions are appropriate and aligned with the overall intent of the Ordinance.

The link to the Planning Commission meeting can be found online here:
https://www.woodstockga.gov/your_government/meetings_agendas_and_minutes.php

CRITERIA FOR CONSIDERATION OF A VARIANCE REQUEST

Pursuant to LDO Section 11.216 (Variances), the following conditions must be considered before a Variance from the requirements of the City's ordinances can be considered by the Commission and granted by the Council. Further, no Variance shall be authorized unless Council finds that the following conditions exist.

a) There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography.

The subject property does not have exceptional or extraordinary conditions due to its size, shape, or topography. The subject property is generally similar in size, shape, topography to other residential properties in the area.

b) The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship.

The application of these regulations to this particular piece of property would create a practical difficulty due to the positioning of the primary structure and septic infrastructure on the lot.

c) Such conditions are peculiar to the particular piece of property involved.

The conditions that create difficulty for this property are unique due to the combination of the lot layout and the septic system placement. While limitations due to septic systems are common, the added setback requirements for corner lots, along with the lot layout, create peculiar conditions and challenges.

d) *A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed.*

A literal interpretation of this Ordinance would not deprive the Applicant of any rights afforded to others in the district. However, the unique constraints of the property make it difficult for the Applicant to fully utilize the property as other property owners may.

e) *Relief, if granted, would not cause substantial detriment of the public good, or impair the purposes and intent of the Ordinance.*

Relief, if granted, would not cause substantial detriment to the public good, or impair the intent of the Ordinance. The proposed accessory structure is aligned with the established aesthetic and characteristics of the neighborhood.

f) *That the 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.*

Although the individual circumstances, such as the corner lot layout and the presence of septic infrastructure, may not be unique, the combination of these factors creates a set of conditions that are peculiar to this specific property.

g) *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.*

The granting of the application is not strictly necessary for the preservation and enjoyment of a property right. However, the accessory structure cannot reasonably be located elsewhere on the property due to constraints posed by the primary structure and sewer infrastructure, and granting the variance would allow the Applicant to fully utilize the property.

h) *That the condition from which relief or a variance is sought did not result from willful action by the applicant*

The condition from which the Variance is sought did not result from willful action by the Applicant, but rather the result of pre-existing factors related to the lot layout.

i) *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 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 the variance would not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets. It would not increase the danger of fire, imperil 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.

ATTACHMENTS

Attachment A - Draft Ordinance
Attachment B - V#210-25 Application
Attachment C - V#210-25 Site Plan
Attachment D - Public Input Report

CITY OF WOODSTOCK, GEORGIA
ORDINANCE NO. 2025-010

(Project No. V#210-25 – 130 Robinhood Drive)

REZONING property within the corporate limits of the City of Woodstock, Georgia to allow a Variance on a certain property zoned DT-MR-A (Downtown, Medium-density Residential A), said property being ± 0.41 acres located in Land Lot 0997 of the 15th District, 2nd Section, Cherokee County, Georgia, and being Tax Map and Parcel Number 92N08 031, located at 130 Robinhood Drive, Woodstock, Georgia, and being more particularly described on "Exhibit A" attached hereto and made a part hereof by reference (the "Property").

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

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

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

WHEREAS, THE MAYOR AND Council of the City of Woodstock have determined that rezoning the above identified property would be in the best interest of the property owners of the area and of the citizens of the City of Woodstock; and

WHEREAS, said rezoning request application is and has been accessible to members of the public who are, or may be, affected by it, having been kept and maintained for public inspection during the normal business hours at Woodstock City Hall, and notice of intent to take action having been published in the Cherokee Tribune, a newspaper of general circulation within the territorial boundaries of the municipality of the City of Woodstock, for a period of at least fifteen (15 days) prior but not more than forty-five (45) days prior to the public hearing date; and

WHEREAS, in accordance with Section 11.216 of Land Development Ordinance of the City of Woodstock, Georgia, the government authority of the City of Woodstock has read and evaluated the proposed Variance requests using the following criteria:

a. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography; and
b. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship; and

c. Such conditions are peculiar to the particular piece of property involved; and
d. A literal interpretation of this Ordinance would deprive the applicant of any rights that others in the same district are allowed; and
e. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the Ordinance.
f. That the 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.
g. 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.
h. That the condition from which relief or a variance is sought did not result from willful action by the applicant.
i. 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 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.

WHEREAS, The Mayor and Council of the City of Woodstock, using the criteria enumerated above, have determined that granting the rezoning request as set forth herein would be in the best interest of the property owners of the area and the citizens of Woodstock, Georgia; and

WHEREAS, the Mayor and Council of the City of Woodstock have heard and considered this request as a part of a noticed public hearing on May 19, 2025,

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the Mayor and Council of the City of Woodstock, Georgia that the aforesaid rezoning request shall now and hereafter be maintained for public inspection during the normal business hours at the City Hall under the custody of the City Clerk of the City of Woodstock; and

NOW THEREFORE, BE IT RESOLVED AND ORDAINED by the City of Woodstock, Georgia, by the lawful authority vested in them that the property more particularly described on “Exhibit A” attached hereto and made a part hereof by reference is hereby granted a Variance. The property more particularly described on “Exhibit A” is subject to the conditions of zoning set forth of “Exhibit B” attached hereto and made a part hereof by reference.

Date of Public Hearing: May 19, 2025

Advertisement: Cherokee Tribune, April 7, 2025

APPROVED, ADOPTED, AND ENACTED this 19th day of May 2025.

_____
Michael Caldwell, Mayor
City of Woodstock, Georgia

(Municipal Seal)

_____
Robyn Adams, City Clerk
City of Woodstock, Georgia

_____
REVIEWED FOR LEGAL CONTENT
Phillip Friduss, City Attorney

EXHIBIT A
PROPERTY DESCRIPTION

130 Robinhood Drive, Tax ID number 92N08 031

All that tract or parcel of land lying and being in Land Lot 927 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lot 63, Sherwood Forest Subdivision as per plat recorded in Plat Book 4, Pages 12-13, Cherokee County, Georgia Records, which plat is incorporated herein, by reference for a more complete description. Subject Property Address: 130 ROBINHOOD DRIVE, Woodstock, GA 30188 Parcel ID: 092N08-031 This Deed is given subject to all easements and restrictions of record, if any.

EXHIBIT B

CONDITIONS OF ZONING

(Project No. V#210-25 – 130 Robinhood Drive)

1. The accessory structure shall not exceed 1,152 square feet in size.
2. The property owner at the time of this approval shall maintain a valid Home Occupation License at all times.
3. The accessory structure shall not be used for any business activity beyond the scope of what is allowed under a Home Occupation License. In-person classes or similar gatherings are prohibited.
4. The street-facing façade of the accessory structure shall be constructed using code-compliant exterior materials consistent with the primary structure.
5. No additional curb cuts shall be permitted as a result of this development.
6. The accessory structure shall not be utilized as or converted into a residential dwelling unit.

These conditions of zoning are consented to and approved by the Applicant.

ANDREA STOCKER

By: _____

Print Name:

Title:

DATE: _____

ATTACHMENT B1

application forms

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: Andrea Stocker Phone: [redacted]

Email: [redacted]

Applicant's Information:

Name: Andrea Stocker

Address: 130 Robinhood Drive Phone: [redacted]

City, State, Zip: Woodstock, GA 30188 Email: [redacted]

Property Owner's Information: ☑ same as above **Please attach a list if multiple property owners**

Name: _____

Address: _____ Phone: _____

City, State, Zip: _____ Email: _____

Requested Public Hearing (check all that apply):

- ☐ Annexation
- ☐ Rezoning
- ☐ Condition Amendment
- ☑ Variance
- ☐ Conditional Use Permit
- ☐ Comprehensive Plan Amendment
- ☐ Other: _____

STAFF USE ONLY:

Case: V # 210 - 25

Received by: C. Dunn

Date Received: 3.3.25

Fee Paid: $ pending

Date Accepted: 3.11.25

PUBLIC HEARING SCHEDULE:

Pre-Application Meeting: _____

Public Input Meeting: 3.20.25

DPC Meeting: 4.2.25

Planning Commission: 5.1.25

City Council: 5.19.25

ATTACHMENT B2

Property Information:

Location: 130 Robinhood Drive

Current Zoning: DT-MRA Total Acreage: .41

Tax Map #: 92 N 08 Parcel #: 031 Future Development Map Designation: urban village

Adjacent Zonings: North DT-MRA South DT-MRA East DT-MRA West DT-MRA

Applicant's Request (Itemize the Proposal, including code sections for Variance requests):

7.304.21 B - adding an accessory use structure closer to the side street (nottingham Dr) right of way than the primary building.

Proposed Use(s) of Property:

accessory structure. garage/workshop.

Infrastructure Information:

Is water available to this site? ☑ Yes ☐ No Jurisdiction: city of woodstock

How is sewage from this site to be managed?

Septic on property

Will this proposal result in an increase in school enrollment? ☐ Yes ☑ No

If yes, what is the projected increase? Ø students

Proposed Use(s)	# of units	Multiplier	Number of Students
Single Family (Detached) Home		0.725	
Multi Family (Attached) Home		0.287	

ATTACHMENT B3

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? Ø trips

Code	Land Use(s)	# of units*	Daily Trip Ends	Number of Trips
210	Single Family Home/ Townhome		9.57	
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, Andrea Stocker, 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.

x Andrea Stocker

This 24th day of February, 2025.

Print Name Andrea Stocker.

Applicant Signature Andrea Stocker

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 24th day of February, 2025.

Copyright Owner Print Name Andrea Stocker

Copyright Owner Signature Andrea Stocker

Sworn to and Subscribed before me this: 3 day of March 2025.

Notary Signature: [illegible]

(Notary Seal) CATHERINE MCEVOY NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 24, 2027

CD1

ATTACHMENT B4

APPLICANT RESPONSE STATEMENT VARIANCES

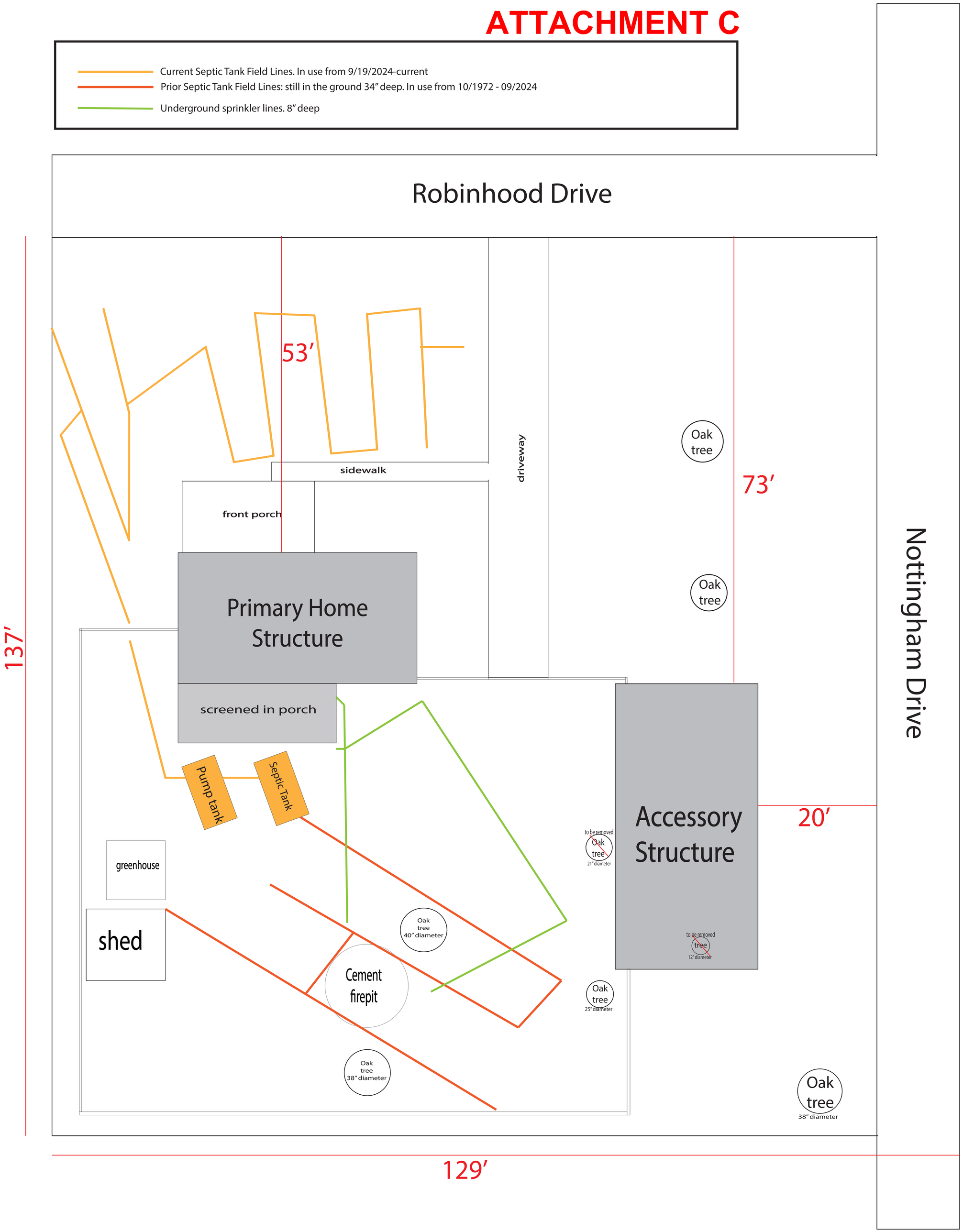
The applicant finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to unrestricted use of property and shall govern the exercise of the zoning power.

If this application is in response to a variance, please respond to the following standards in the form of a written narrative. In the case of concurrent variances, a response to the standards below should be provided for each variance requested.

1. Explain requested variance. I would like to build an accessory structure closer to the side street, on a corner lot, than the main house.
2. There are exceptional and extraordinary conditions pertaining to the particular piece of property in question, due to its size, shape or topography. Due to septic tank placement, current buildings, and very large, old trees, there is no other area to reasonably build.
3. The application of these regulations to this particular piece of property would create a practical difficulty or unnecessary hardship. ~~no~~ If I cannot build on this corner as requested by the varience, I would have to cut down 4 very large beautiful trees, or build on top of my septic tanks, which I cannot do.
4. Such conditions are peculiar to the particular piece of property involved. My house is set back into my property, leaving a very large chunk of land that I am not able to use, without this varience.
5. A literal interpretation of this ordinance would deprive the applicants of any rights that others in the same district are allowed. I believe if I was not on a corner lot, this would not be an issue. I am not able to use a very large area of my land due to the specific zoning ordinances of corner lots.
6. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of this ordinance. I plan to make this structure visually the same as my home. I will use the same paint and siding. there will be no differences in the exterior. this should limit any concerns from neighbors.
7. 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. My septic tanks are in the backyard which prevent me from building there, and I have very old, large, beautiful trees that, ideally, would not be cut down.
8. 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. This building will serve as ~~an art~~ a personal art studio to me. I cannot build anywhere else on my property. Quite a few of my neighbors have accessory structures as well, and this ordinance is the only reason I cannot.
9. The condition from which relief or a variance is sought did not result from willful action by the applicant no, I did not plan for this septic tank placement, it was the only place for it to go.
10. Authorizing 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.
this building would not change supply of light, or air, would not add any extra traffic, no increase of fire risk, no public safety concerns, would not harm property values, and no impairment to health, safety, comfort, morals, or general welfare.

This building/studio would mean the world to me, I am soon to inherit my grandfathers art studio, and need a place for me to carry on creating with his tools. this is the only place a studio can go on my property, and I have dreamed of this since I bought my home. At the time, I was completely unaware of the zoning rules for a corner lot. For the past six years, this area of property has just been covered in mulch, with no use. I would love to utilize this area of my yard, and create a functional space for me to use daily.

ATTACHMENT C



ATTACHMENT D1

PUBLIC INPUT REPORT: Case # V#210-25 130

Applicant Name: Andrea Stucker

Phone #: [redacted] Email: [redacted]

Subject Property Address/Parcel #: 130 Robinhood Dr. 92 N 08031

Public Input Meeting date, time, location: March 20, 2025 8pm Chambers @ city center

See attached for typed answers

I. Summary of concerns:

II. How the applicant addressed concerns:

III. Concerns the applicant was unable or unwilling to address and why:

IV. Concerns or topics of discussion unrelated to the proposal:

V. Agreements made by the applicant to property owners at the meeting:

Applicant's Signature: Andrea Stucker

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!

ATTACHMENT D2

Summary pf public input meeting:

Summary of Concerns:
With 4 people in attendance, most questions were geared toward usage of the structure, look of the structure, along with traffic concerns, and future building use shall I ever sell.

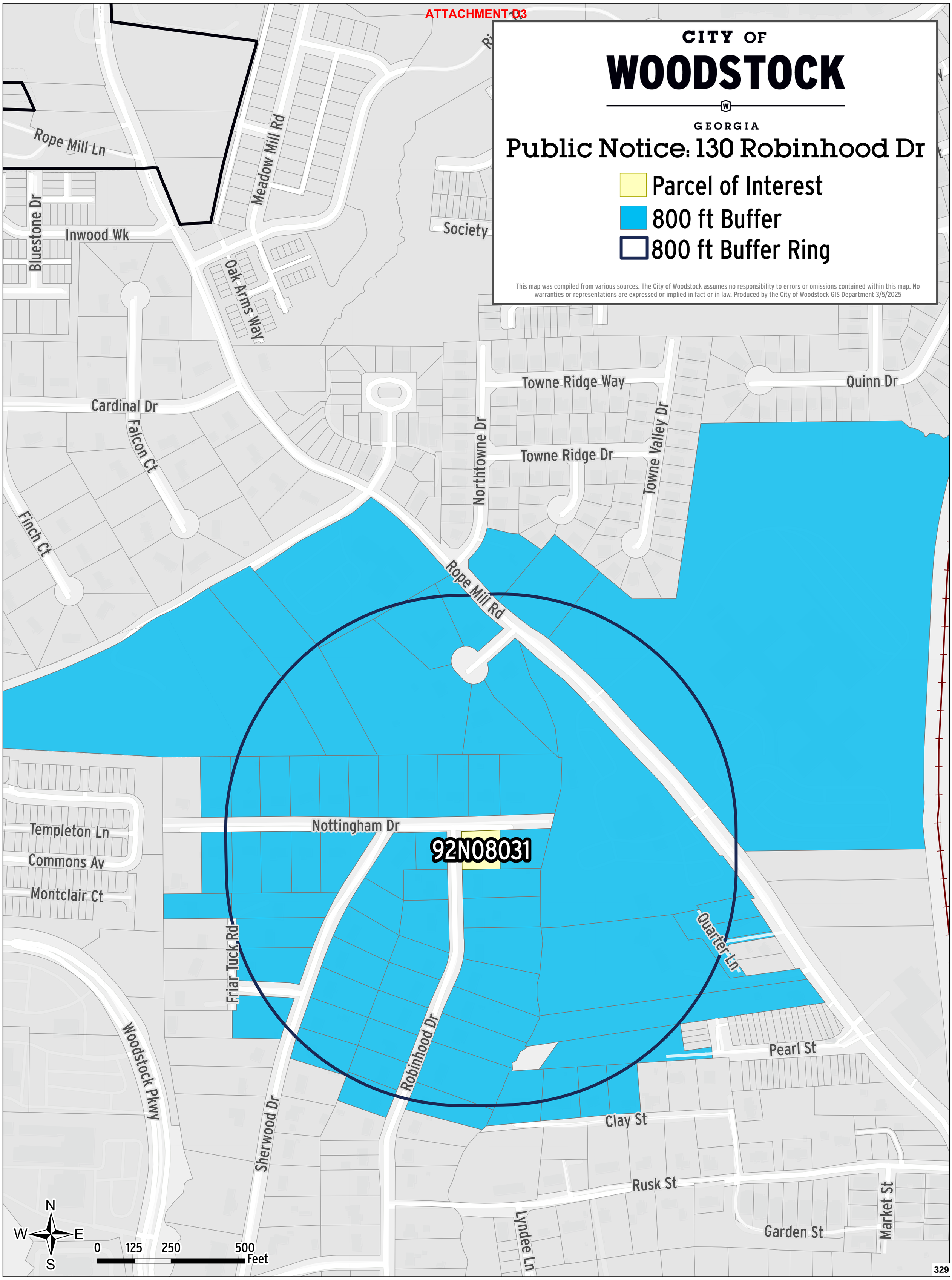
How the applicant addressed concerns:
All questions were addressed. There were minimal questions about the actual variance at hand. I clarified that the setback requirements for the city of Woodstock are different than the setback requirements for Cherokee county, and I am abiding by the setback/frontage for a typical home, as if I were not on a corner lot, in the City of Woodstock City Limits, in my zone. I also addressed the facade aesthetic of the building, mentioning it will look very similar to my house. I want to maintain a matching appearance with the same paint and trim colors. This will not be an eyesore to neighbors or create any drop in property values for other property owners.

Concerns the applicant was unable or unwilling to address and why:
The only question that was not fully able to be answered, was a timeline. Because I have never done this before, and I am acting as my own GC, I do not have a strict timeline, other than I would like this done as soon as possible. It was explained that I do have several contractors lined up and ready, I just do not know when a realistic timeline from start to finish is.

Concerns or topics of discussion unrelated to the proposal:
Lots of questions were asked about the building itself and usage, which does not pertain to the code variance at hand, which is only allowing the side street setback (Nottingham Dr) to be adjusted from ~75 feet to 20 feet. These questions and discussions would be the same no matter where the building was placed on my property, and do not pertain to setbacks. Some of these questions included building materials, budget, plans for power, and potential future use as a rental if I were to sell my property. These questions were all addressed, however they are not applicable to the code variance. It was explained that this accessory building will not be for a commercial space. No business transactions will be happening here, no extra deliveries or traffic will be created. This will not be an eyesore or inconvenience to anyone in the neighborhood. There was also a question presented about a dust collection system because airborne and resting sawdust could cause flammability, to which I responded that I do have a high end dust collection system that will be installed. Another big question from a couple attendees was about future dwelling rental potential if I ever were to sell my lot. This question was not able to be answered definitively because no one in the room had the code on hand. It was discussed this is not likely possible due to size being larger than the primary dwelling, and not up to code for a dwelling unit (no bedrooms, closets, kitchen etc.)

Agreements made by the applicant to property owners at the meeting:
No formal agreements were made, and no agreements were asked to be made.

ATTACHMENT D3



input plan/report

PUBLIC INPUT PLAN – to be submitted with Public Hearing Application

Applicant Name: Andrea Stocker

Contact (phone and/or email) [redacted]

Subject Property Address/Parcel No.: 130 Robinhood Drive.

The Applicant will implement the following plan in order to inform the community of the development proposal and to create a dialogue with the surrounding residents.

I. Notification:
   a. The Applicant will mail notices to all property owners and homeowners associations within 800 feet of the subject property and invite them to the Public Input Meeting.
   b. The notification letter shall be mailed at least fourteen (14) calendar days prior to the Public Input Meeting.
   c. The notice of the Public Input Meeting will include a summary of the Applicant's rezoning, annexation and/or variances requests, along with site plan or rendering representing the proposed project.
   d. The Applicant will submit to the Community Development Department a copy of the notice and a list of the property owners who shall receive the letter.

II. The Public Input Meeting will occur prior to the deadline as stated on the Public Hearing Schedule, and the date, time, location, and format of the meeting shall adhere to the standards set forth in Policy CPM #700-0008.

III. A summary of the results of the public input meeting, using the required template, shall be provided to the Community Development Department within two (2) days of the meeting but no later than by the deadline shown on the adopted Public Hearing Schedule.

The Applicant will continue a dialogue with the respective City departments regarding planning, transportation, and other issues relating to the proposed rezoning request.

Applicant's Signature: Andrea Stocker

AGENDA ITEM NO. 7.5

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Tracy Albers, Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	PUBLIC HEARING
SUBJECT:	**Consideration of 2024 Impact Fee Financial Report and Capital Improvements Element (CIE) Update - Resolution No. 2025-010 (Public Hearing/Vote)**
SUGGESTED ACTION:	Request for approval to adopt Resolution No. 2025-010. Staff recommends that Council adopt the Resolution allowing for transmittal of the report to the Atlanta Regional Commission and Georgia Department of Community Affairs for review and comment. Once review and/or any comments addressed, the item will be brought back to Council for formal adoption.

ATTACHMENTS:

RES 2025-010 Transmittal of 2024 CIE & Short Term Work Program.pdf

2024 CIE REPORT.pdf

CITY OF WOODSTOCK
STATE OF GEORGIA

RESOLUTION NO. 2025-010

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA AUTHORIZING THE TRANSMITTAL OF THE 2024 CAPITAL IMPROVEMENT ELEMENT AND SHORT-TERM WORK PROGRAM

(PUBLIC HEARING)

WHEREAS, the Mayor and Council of the City of Woodstock, Georgia have prepared an Annual Update to the Capital Improvement Element (CIE); and

WHEREAS, the Annual Update of the Capital Improvement Element was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989. A public hearing was advertised and held at the Chambers at City Center on May 19, 2025, at 7:00 p.m.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodstock, Georgia does hereby submit the annual update of the Capital Improvements Element, covering the five-year period of 2024-2028, to the Atlanta Regional Commission and/or the Georgia Department of Community Affairs for review and comment, as per the requirements of the Georgia Planning Act of 1989

Resolved this 19th day of May 2025.

_____
Michael Caldwell, Mayor

Attest:_____
Robyn Adams, City Clerk

CITY OF WOODSTOCK, GA

Annual Impact Fee Financial Report
Capital Improvements Project Update

FY 2024

Annual Impact Fee Financial Report – FY 2024

	Parks & Rec	Admin	Total
Service Area	City	City	
Impat Fee Fund Balance June 30, 2023 (Audited)	$ 506,306	$ (14,716)	**$ 491,590**
Impact Fees Colected July 1, 2023-June 30, 2024	$ 581,903	$ 17,456	$ 599,359
Subtotal: Fee Accounts	$ 1,088,209	$ 2,740	$ 1,090,949
Accrued Interest	$ 10,905	$ -	$ 10,905
(Impact Fee Refunds)	$ -	$ 14,716	$ 14,716
(Expenditures)	$ (1,386,987)	$ (17,456)	$ (1,404,443)
Impat Fee Fund Balance June 30, 2024 (Audited)	$ (287,873)	$ -	**$ (287,873)**
Impact Fees Encumbered*	$ 649,736.18		$ 649,736.18

* As of June 30, 2024, the Impact Fee Fund had a loan balance from the General Fund that **totaled $649,736.18** which was for the new Parks Building purchase/renovation during FY24.

Capital Improvements Project Update 2024-2028

Public Facility:	Parks and Recreation							
Service Area:	City-wide							
Project Description	**Project Start Date**	**Project End Date**	**Project Estimated Cost**	**% of Funding from Impact Fees**	**Other Funding Sources**	**Impact Fee Expenditures for FY 2024**	**Impact Fees Encumbered**	**Status/ Notes**
Georgia Northeastern Trail Lease Payments	09/15/2022	Lease Term ends 09/2025 with indefinite renewal	$2,550 annually	100%	N/A	$ 2,756.44	$ -	On Going**
Johnston Park Property	01/16/2019	06/2025	$ 2,000,000.00	40%	SPLOST V	$ -	$ -	In Progress
Little River Park (formerly Trickum Rd Park) - Land Purchase	10/30/2017	06/2026	$ 1,500,000.00	20%	SPLOST V	$ -	$ -	In Progress
Rubes Creek Trail Future Expansion - Land Purchase (227 Woodglen Property)	09/29/2020	TBD*	TBD*	100%	TBD*	$ -	$ -	In Progress
Dupree Park Future Expansion - Land Purchase (503 Neese Rd Property)	10/19/2020	TBD*	TBD*	100%	TBD*	$ -	$ -	In Progress
Dupree Park Future Expansion - Land Purchase (505 Neese Rd Property)	10/25/2019	TBD*	TBD*	100%	TBD*	$ -	$ -	In Progress
Dupree Park Future Expansion - Land Purchase (271 Park Ave Property)	07/28/2022	TBD*	TBD*	100%	TBD*	$ 111,688.50	$ -	In Progress
Dupree Park Future Expansion - Land Purchase (273 Park Ave Property)	07/28/2022	TBD*	TBD*	100%	TBD*	$ -	$ -	In Progress
Dupree Park Master Plan	07/01/2024	TBD*	12/2040	100%	TBD*	$ 10,775.00	$ -	In Progress

Springfield Park Playground Equipment	07/01/2024	06/2024	$ 150,500.00	100%	TBD*	$ 150,462.41	$ -	Completed
Fowler Property – Future Trailhead - Land Purchase	10/21/2019	TBD*	TBD*	100%	TBD*	$ -	$ -	In Progress
Parks & Recreation Facility Improvements	07/01/2024	06/2024	$ 1,047,550.00	100%	N/A	$ 1,047,545.79	$ -	Completed
ARC Greenway Loop & Linear Parks Feasibility Study	02/08/2023	06/2025	$ 200,000.00	20%	Grant	$ -	$ -	Completed
Elm Street Cultural Arts Village Greenspace (Reeves House)	09/12/2016	06/2021	$ 300,000.00	100%	Private	$ -	$ -	Completed
Noonday Creek Trail Extension - Trail Land Purchase	01/03/2019	06/2020	$ 100,000.00	100%	Grant	$ -	$ -	Completed
Bank service charges (wire fees) associated with Property Purchases	n/a	n/a	$ 30.00	100%	N/A			Completed
Debt Service payment transferred to Debt Service Fund	n/a	n/a	$63,758.64 annually	100%	N/A	$ 63,758.64	$ -	Completed
Administrative fee transferred to General Fund	n/a	03/2033	$ 20,000.00	100%	N/A	$ 2,740.09	$ -	Completed
Total of Costs, Expenditures and Impact Fees Encumbered			$5,369,580.00			$ 1,389,726.87	$ -	

Property became available and was purchased and "land banked" for future recreation purposes. These projects will be scoped once current projects are near completion.

***** Includes invoices for unbilled years 2020, 2021 & 2022***

AGENDA ITEM NO. 10.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Robyn Adams, City Clerk
ITEM TYPE:	Approval of Minutes
AGENDA SECTION:	MINUTES APPROVAL
SUBJECT:	**Consideration of Approval to Adopt Council Meeting Minutes - May 12, 2025**

SUGGESTED ACTION:

ATTACHMENTS:
Council Meeting Minutes 05.12.25 Final.pdf

City Council Meeting
The Chambers at City Center
8534 Main Street
(Main) 770 592-6000 (Fax) 770 926-1375
http://www.woodstockga.gov

~MINUTES~

Monday, May 12, 2025

City Council ~ 7:00 PM

Attendees: Mayor Michael Caldwell, Council Member Colin Ake, Council Member Warren Johnson, Council Member David Potts, Council Member Tracy Collins, Council Member Rob Usher, City Manager Jeff Moon, Deputy City Manager Coty Thigpen, City Clerk Robyn Adams, City Attorney Phil Friduss, Fire Chief Shane Dobson, Police Chief Robert Jones, Assistant Police Chief Brian Aligood, Police Captain Ron Sinfelt, Chief Financial Officer Ron Shelby, Deputy Chief Financial Officer Crystal Welch, Chief Information Officer Katy Leggett, IT Engineer I Caleb Fox, Community Development Director Tracy Albers, Deputy Community Development Director Duane Helton, Planner Cameron Dunn, Planner Hannah Menard, Parks and Recreation Director Brian Borden, Human Resources Director Mindy Nobis.

Absent: Council Member Brian Wolfe

ITEM 1) MEETING CALLED TO ORDER

- 7:00 PM Meeting called to order at The Chambers at City Center, 8534 Main Street, Woodstock, GA
- City Attorney Phil Friduss led the group in The Pledge of Allegiance and Pastor Shea Ferguson with First Baptist Church of Woodstock led the group in prayer.

ITEM 2) RECOGNITION OF GUESTS AND VISITORS

2.1) Proclamation – Respect for Law Week (Administration)

- Mayor Michael Caldwell recognized the Woodstock Midday Optimist Club for their support of the law and law enforcement professionals.

2.2) Proclamation – Ehlers-Danlos Syndrome and Hypermobility Spectrum Disorder Awareness (Administration)

- Mayor Michael Caldwell recognized Ms. Belinda Addison for her time and hard work in bringing awareness and support to Ehlers-Danlos Syndrome and HSD.

ITEM 3) ANNOUNCEMENTS

3.1) Announcements (Administration)

Council Member Colin Ake made the following announcements:

- The Summer Concert Series kicked off this past weekend with a successful show by Let's Sing Taylor. The Gin Blossoms are up next with an exciting show scheduled for Saturday, June 14th. For details visit https://www.woodstockconcertseries.com/shows.

- The Family Fun Night Series kicks off with a trip to "Fast Lane Fun". On this first Family Fun Night of 2025, kids get to see a Race Car from Dixie Speedway up close and in person! With thrilling race car and sports themed games and activities, this will be a night to remember for kids of all ages. The featured movie will be "Cars" on the Woodstock Arts Event Green. For more information visit https://visitwoodstockga.com/family-fun-night-series/ .

- Find locally grown produce, jams, and jellies, honey, locally raised meats, seafood from the Georgia coast, fresh baked breads and pastries, bath and beauty products, and much more at the Woodstock Farm Fresh Market every Saturday from 8:30 AM to noon. Visit https://visitwoodstockga.com/market/ for more information.

ITEM 4) PRESENTATIONS AND DISCUSSION ITEMS

4.1) Official Presentation of the FY 2026 Annual Operating Budget (No Vote) (Finance)

- Deputy Chief Financial Officer, Crystal Welch, provided a presentation with the details of the proposed budget. She stated all funds are balanced. City Manager Jeff Moon stated there are two things he wanted to mention about the budget: The only project that is shown in the parks bond for this budget is the first part of Little River Park and he would bring any additional projects forward to Council if needed. He also stated staff will add a budget item on the agenda sometime in June for consideration relating to the Fire Station. Mayor Michael Caldwell thanked staff for all their hard work in preparing the budget. Ms. Welch stated the first vote will be on the next meeting agenda.

ITEM 5) PUBLIC COMMENT

- *Mayor Michael Caldwell opened the Public Comment portion of the meeting.*
- *City Clerk Robyn Adams stated Ken Stillings signed up to speak.*
- *Mr. Stillings spoke about protests, permitting, and open communication.*
- *Mayor Michael Caldwell closed the Public Comment portion of the meeting.*

ITEM 6) CONSENT AGENDA

Council Member Colin Ake stated he would like to pull Item 6.6 for separate consideration.

6.1) Approve Resolution #2025-009 - Parks and Recreation Impact Fee Fund (Finance)

- Request for approval of Resolution #2005-009 for the Parks and Recreation Impact Fee Fund for payment of the Fowler Office Park, LLC legal settlement.

6.2) Approve MAJBA JE 18876 - To Fund Fowler Office Park, LLC Legal Settlement (Finance)

- Request for approval of MAJBA JE 18876 for the funding of the Fowler Office Park, LLC Legal Settlement.

6.3) Approve MAJBA JE 18900 - To Fund Replacement of WWTP Sludge Blowers (Public Works)

- Request for approval of MAJBA JE 18900 to fund the replacement of the sludge blowers at the WWTP using water/sewer tap fees (use of reserves).

6.4) Approve Surplus and Disposal of Various IT Equipment, & Laptops (IT)

- Request for approval to surplus and dispose of 8 Sharp printers, 26 HP pro desk computers, 5 Microsoft surface pros and keyboards, 4 iPads, and 20 network cameras. Full list of items provided in agenda packet. Equipment will be disposed of via E-recycle, GovDeals online auction or other appropriate method.

6.5) Reject All Bids Submitted for RFB 2025-05 (Buckhead Crossing Trail) (Parks and Recreation)

- Request for Council to reject all bids submitted for RFB 2025-05 for Buckhead Crossing Trail. The City received four submittals and after review, the Review Committee determined it was in the City's best interest to reject all submittals.

- *Council Member Colin Ake made a motion to approve Consent Agenda items 6.1-6.5.*
- *Council Member Rob Usher seconded the motion.*
- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

Council Member David Potts recused himself and stepped out of the room.

6.6) Approve Procurement of Drilling, Blasting and Rock Removal Services for Trickum Rd/Nocatee Roundabout Project (Public Works)

- Request for approval of Bartow Paving change orders 1 and 2 and procurement of blasting and rock removal services from McMahan Drilling. Staff is recommending moving forward with these rather than formally bidding out these services due to safety concerns regarding the proximity of the rock to the existing roadway as well as the potential for significant delay with this project as well as the Little River Park project.
- *Council Member Colin Ake made a motion to approve Consent Agenda item 6.6.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (4-0) Council Member David Potts abstained, Mayor Pro Tem Brian Wolfe absent.*

ITEM 7) NEW BUSINESS

7.1) Consideration to Deny Tree Fine Appeal: 897 Keystone Drive (Community Development)

- Request to deny the appeal of a Zoning Violation ($500 fine) for the unpermitted felling of nine protected trees at 897 Keystone Drive. Planner Cameron Dunn presented the item. On April 3, 2025, City staff was conducting a routine site visit to the Vista Ridge subdivision and site inspectors observed that unpermitted tree work had occurred. Subsequent inspection by City staff determined that nine trees on the property had been felled, measuring between 7” and 18” in caliper (Attachment A). A $500 fine was levied soon after via letter sent on April 7 (Attachment B). The Vista Ridge Homeowner’s Association (HOA) confirmed that no permission was given to the homeowner to fell these trees. This spring, two other residents within this subdivision have been fined by City staff for unpermitted removal of trees. On April 18, 2025, the Applicant appealed the zoning fine via e-mail, provided as Attachment C included in the agenda packet. Staff recommends that the City Council deny the appeal of a Zoning Violation ($500 fine) against Lilah Sabalones for the unpermitted felling of nine protected trees. The appellant, Lilah Sabalones spoke to Council stating she hired a company to remove the trees and assumed they would have pulled all the proper permitting. She was completely unaware of the ordinance and did not realize she was in violation. Ms. Sabalones requested a warning be issued rather than a fine and stated they would follow all ordinances and requirements moving forward. Council Member Colin Ake stated he is okay on being lenient on the fine. Mayor Caldwell stated it occurred outside the buffer and that leans more towards leniency. Council Member David Potts asked if there are any ordinances in place to force tree companies to get permits. City Manager stated there is an ordinance in place; however, companies that are based outside the city limits come in and they are unaware of the city ordinance and therefore often do not get a permit. Council Member Ake asked if we could fine the tree companies. City Manager Moon stated he would ask the City Attorney to look into that. Council Member Rob Usher stated it is an ongoing problem, and the permits are in place to protect the homeowners, not to make things more difficult. Council Member Warren Johnson agreed with the comments and stated sometimes it is overwhelming to know what the requirements are, and he would like staff to explore an education program that can be executed so that we can be proactive in preventing this from happening in the future.
- *Council Member Colin Ake made a motion to waive the fine.*
- *Council Member Warren Johnson seconded the motion.*
- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

7.2) Consideration of Request for Extension of Entitlements at Ragsdale Road/Highway 92 (A#117-23 / A#121-23) (Community Development)

- Request for approval of extension of entitlements. Staff recommends Council approval of a five-year extension for A#121-23 on properties generally located at Highway 92 and Ragsdale Rd, subject to staff recommended conditions of approval. Planner Hannah Menard presented the case. In 2023, City Council approved two annexation projects at the northeast corner of Highway 92 and Ragsdale Road (A#117-23 and A#121-23). The approved projects allow for the construction of a Northside Hospital medical office building (± 37,500 SF) on the subject property. In 2024, a Condition Amendment was processed for the project, memorializing a landscape plan that had been agreed upon between the Applicant and the Cornerstone Homeowners Association. Development Process Committee Recommendation: On April 25, 2025, the Development Process Committee met to consider the proposed extension request. At the meeting, the DPC discussed the proposed extension, Northside's ongoing plans in and near the Woodstock area, and the traffic study that was completed for the initial project. The DPC voted (5-0) to recommend approval of the five-year extension request, with the following conditions: 1. Prior to site plan submittal, the City shall request updated traffic counts, along Highway 92, from the Georgia Department of Transportation. If the traffic counts have increased significantly (20 percent) from those analyzed as part of the approved Traffic Impact Analysis (TIA), the TIA shall be reviewed to ensure that all improvements and/or design features associated with the approved project remain appropriate for construction. 2. Within 90 days of approval of this extension, the Applicant shall submit a plat to consolidate the parcels associated with the approved project. The Applicant, Don Hausfeld spoke, stating he appreciates the consideration for the expansion and provided detail of the request. He stated a realistic start date will probably be less than 5 years but will not exceed 5 years.

  Council Member Tracy Collins recused herself from the vote and stepped out of the room.

- *Council Member Colin Ake made a motion to approve item 7.2 with staff conditions.*
- *Council Member David Potts seconded the motion.*
- *Motion carried (4-0) Council Member Tracy Collins abstained, Mayor Pro Tem Brian Wolfe absent.*

7.3) Consideration of Special Event Ordinance Updates (Community Development)

- Staff recommends that the City Council adopt an Ordinance that would update Chapter 30 - Offenses and Miscellaneous Provisions - of the City of Woodstock Code of Ordinances. The proposed changes would limit the number of events held at City facilities, clarify the processes for events held on public versus private property, and would provide additional clarification for the permitting process. In addition, this update would establish a new Article for firework usage and permitting in the City. An Ordinance, Redlined Code Changes, and draft Council Policy Manual are provided as Attachments. Planner Hannah Menard presented the case. The redline document showing all the changes and a draft of the ordinance are included in agenda packet. City Manager Jeff Moon added staff originally started discussing these changes when a member of the Lion's Club had a concern about being charged as a non-profit. Staff pointed out they were not charged; however, the language may have caused confusion, so staff wanted to address this to make it more clear. He also wanted to point out that 30-89 shows the appeal for the City Manager's decision would go to Municipal Court and that needs to be changed to read the appeal would go to Mayor and Council. Council Member Colin Ake stated he would like the language to state sidewalks or trails for clarity. Mayor Michael Caldwell stated the cap of 2 events per month seems too restrictive and 2 events per week would be more appropriate. Ms. Menard stated there is a provision built into the proposed Council Policy Manual that would have a process for events that exceed the cap, and it would go to the City Manager for approval. City Manager Jeff Moon stated rentals of the event green would not be included in the cap; however, there are stipulations that would be included. Mr. Moon stated the primary reason for this is the impact on city services and businesses and to ensure City staff can provide the necessary services for the event for the safety and well-being of everyone involved. Council Member Colin Ake stated he would recommend the language read 9 per month. Mayor Caldwell stated he would recommend the language to read the cap is set at 9 per month, but no more than 3 per week. Mayor Caldwell asked Mr. Moon if he finds he is consistently waiving these, that he bring it back to Council for changes. Mayor Caldwell stated the purpose of the permit is to make sure we are allocating appropriate Police, Fire, and Parks and Recreation staff to the events. City Manager Moon stated he would be happy to provide weekly updates to Mayor and Council on number waived. Council Member Colin Ake stated he would be fine with a quarterly update instead.

- *Council Member Colin Ake made a motion to approve item 7.3 with the following amendments: providing clarification on sidewalks or trails, change 30.89 to read "Any appeal from the decision of the City Manager shall be forwarded to the Mayor and Council and shall be filed within 30 days of the date on which the decision is rendered to the applicant.", and set the caps for events as follows: 1 event per month for the Amphitheatre and 4 events per month for downtown Woodstock.*

- *Council Member David Potts seconded the motion.*

- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

7.4) Consideration of Request to Waive Public Input Meeting: Aylo Medical Office Building Condition Amendment (Community Development)

- Request for approval to waive public input meeting. The Aylo medical office building, generally located on Highway 92 & Lovejoy Lane has requested a condition amendment to their previously approved project. Staff does not believe the condition amendment (request by Applicant to remove one condition of approval related to parking lot seal coating) warrants a public input meeting. As such, staff recommends that Council waive the public input meeting requirement. Community Development Director Tracy Albers presented the case.

- *Council Member David Potts made a motion to approve item 7.4.*

- *Council Member Warren Johnson seconded the motion.*

- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

ITEM 8) MINUTES APPROVAL

8.1) Consideration of Approval to Adopt Council Meeting Minutes - April 14, 2025 (City Clerk)

- *Council Member David Potts made a motion to approve Item 8.1 adopting the April 14, 2025 Council Meeting Minutes.*

- *Council Member Tracy Collins seconded the motion.*

- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

8.2) Consideration of Approval to Adopt Council Meeting Minutes - April 28, 2025 (City Clerk)

- *Council Member Tracy Collins made a motion to approve Item 8.2 adopting the April 28, 2025 Council Meeting Minutes.*

- *Council Member Colin Ake seconded the motion.*

- *Motion carried (4-0) Council Member David Potts abstained, Mayor Pro Tem Brian Wolfe absent.*

ITEM 9) DEPARTMENTAL REPORTS

9.1) Fire Department Monthly Report (April 2025) (Fire)

9.2) Information Technology Report (April 2025) (IT)

ITEM 10) MAYOR AND COUNCIL COMMENTS

Council Member Colin Ake thanked staff for all the hard work in making the concert a success. He also stated there is now a sign up making everyone aware parking in the parking deck is free. Mayor Caldwell also thanked staff for making the concert a great one. He stated Taylor Swift made rain shows iconic and we made that one a legend.

ITEM 11) CITY MANAGER STAFF COMMENTS

City Manager Jeff Moon stated we held amnesty month during the month of April in celebration of Georgia Cities Week and we had 24 cases that came in and were resolved as part of the amnesty program. The parking vendor Pivot Parking will begin collecting data on Friday and staff will provide an update on June 9th with that data. He stated we are working towards a June 16th date to go live with paid parking. This has not been finalized but is the estimated date. Mr. Moon stated he is requesting an Executive Session; however, will not be asking Council to take action after the session.

ITEM 12) EXECUTIVE SESSION – PERSONNEL, LITIGATION, REAL ESTATE

- *Council Member Rob Usher made a motion to retreat into Executive Session.*
- *Council Member Warren Johnson seconded the motion.*
- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

- *Council Member Rob Usher made a motion to return from Executive Session.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

ITEM 13) FINAL ADJOURNMENT

- *Council Member Tracy Collins made a motion to adjourn.*
- *Council Member Warren Johnson seconded the motion.*
- *Motion carried (5-0) Mayor Pro Tem Brian Wolfe absent.*

_____
Michael Caldwell, Mayor

_____
Robyn Adams, City Clerk

AGENDA ITEM NO. 11.1

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: May 19, 2025

SUBMITTED BY: Brian Borden, Parks & Recreation

ITEM TYPE: Departmental Reports

AGENDA SECTION: DEPARTMENTAL REPORTS

SUBJECT: **Parks and Recreation Monthly Report (April 2025)**

SUGGESTED ACTION:

ATTACHMENTS:
Deprtment Monthly Report April 2025.pdf

Woodstock Parks & Recreation Department
April 2025
Monthly Report

1. Administration:

- Staff attended the TAC Meeting.
- Staff attended weekly Leadership Team meetings.
- Staff completed the Opioid/Narcan training sessions.
- Staff prepared and distributed budget reports to Leadership Team
- Staff began working on the CAPRA annual report.
- The department recognized Grant Wiseman's 3-year work anniversary.
- Staff put together Employee Appreciation Packets for Summer Concert Series staff.
- Heather placed uniform orders for Event Staff for the Summer Concert Series.
- Heather reconciled department credit card statements.
- Staff completed purchase order & invoice entry.
- Staff placed supply orders for Maintenance, Senior Center, Rec Programs, Special Events & Administrative divisions.
- Staff processed Contract Instructor reports for payment reconciliation.
- Staff coordinated staffing for May Chambers rentals.

2. Park Project Update:

Little River Park Project Update:

- Little River Park project were submitted to the City on Tuesday, May 13th.

Rubes Creek Trail Project:

- Staff has contracted with Falcon Design to engineer and design the Rubes Creek Trail project.

Buckhead Trail Crossing:

- Staff Received four (4) bids for the Buckhead Trail Crossing.

Little River Connector Trail:

- The time frame on this project would be June and July 2026 during the summer school break and to coincide with the opening of Little River Park.
- This project may be able to be done in house by City Staff.

3. Recreation Division:

A) Staff hosted the following recreation programs during the month of April:

- Community partner Strongside kicked off the 2025 AMPED in the Park, our monthly, free fitness series, on April 12 at the Northside Hospital-Cherokee Amphitheater. Let the sweating begin!

- Spring has sprung! We had another full house for Craft – Spring Bouquet Design at the WGLSC Multi-Purpose Meeting room on April 10. Beautiful!

- Our Winter 2025 Mixed Doubles Pickleball League came to a close during the last week of April with our playoff tournament league championships. This season we offered a beginner league (Green) that was won by Rachael Orlandella and Warren Kritsanachaiwanich and an intermediate league (Orange) that was won by Shannon and Shanell Lightfoot.

- Superhero ROCKS! We celebrated the action heroes of the big screen and comics by painting river rocks and hiding them all over Woodstock during Cherokee County School District Spring break.

- During Cherokee County School District Spring break, what can we do for fun? Go to School Break Fun Day at the Northside Hospital-Cherokee Amphitheater! In partnership with Chrisally Party Events and Rentals, we had nearly 600 participants enjoy inflatables, rides, games, crafts and yoga!

- Captain America (who used to be Sam/the Falcon?) from the Marvel Universe rallied the troops, read a story and posed for photos with fans at Storytime Live! on April.

4/1/2025	School Break Fun Day	278	185	400	585
4/1/2025	BIG Stage Yoga	27	15	0	15
4/1/2025	Mixed Doubles Pickleball League - Green	24	24	0	24
4/2/2025	Run Fun Coffee Club	35	10	0	10
4/2/2025	+55 Women's Pickleball Socail	27	13	0	13
4/2/2025	Couch to 5K	9	5	0	5
4/2/2025	Superhero ROCKS	26	23	0	23
4/2/2025	Discovering Pickleball	5	5	0	5
4/3/2025	PB Drill & Play - 10am - Fonger	4	4	0	4
4/3/2025	PB Drill & Play - 11am - Fonger	2	2	0	2
4/3/2025	Chalk in the Walk	36	25	0	25
4/3/2025	Fun4 Kids - Kite Building	11	8	0	8
4/3/2025	BIG Stage Yoga	27	21	0	21
4/3/2025	Mixed Doubles Pickleball League - Orange	20	20	0	20
4/4/2025	TR - Disc Golf Fridays	6	3	0	3
4/5/2025	Discovering Pickleball	4	4	0	4
4/5/2025	Essential Gardening - Growing Ginger	20	17	0	17
4/5/2025	First Saturday Game Night	12	12	0	12
4/7/2025	PB Lessons - 5pm - Fonger	4	2	0	2
4/7/2025	PB Lessons - 6pm - Fonger	4	4	0	4

4/7/2025	PB Lessons - 7pm - Fonger	4	4	0	4
4/8/2025	BIG Stage Yoga	27	10	0	10
4/8/2025	Mixed Doubles Pickleball League - Green	24	24	0	24
4/9/2025	Run Fun Coffee Club	35	10	0	10
4/9/2025	+55 Women's Pickleball Social	27	17	0	17
4/9/2025	TR - Walk, Roll & Run Club	8	8	0	8
4/9/2025	Couch to 5K	9	4	0	4
4/9/2025	Discovering Pickleball	3	3	0	3
4/10/2025	PB Drill & Play - 10am - Fonger	4	4	0	4
4/10/2025	PB Drill & Play - 11am - Fonger	2	2	0	2
4/10/2025	BIG Stage Yoga	27	7	0	7
4/10/2025	Craft - Spring Bouqet Design	14	14	0	14
4/10/2025	WCG - Seed Swap/Workday	5	5	12	17
4/10/2025	Mixed Doubles Pickleball League - Orange	20	20	0	20
4/11/2025	TR - Disc Golf Fridays	6	6	0	6
4/12/2025	AMPED in the Park with Strongside	18	16	19	35
4/12/2025	Discovering Pickleball Open Play	11	9	6	15
4/12/2025	Storytime Live! with Captain America	0	0	75	75
4/14/2025	PB Lessons - 5pm - Fonger	4	4	0	4
4/14/2025	PB Lessons - 6pm - Fonger	4	4	0	4
4/14/2025	PB Lessons - 7pm - Fonger	4	4	0	4
4/15/2025	BIG Stage Yoga	27	13	0	13
4/15/2025	Mixed Doubles Pickleball League - Green	24	24	0	24
4/15/2025	Butterfly Gardeners Workday	12	5	0	5
4/16/2025	Run Fun Coffee Club	35	9	0	9
4/16/2025	+55 Women's Pickleball Socail	27	18	0	18
4/16/2025	TR - Walk, Roll & Run Club	8	7	0	7
4/16/2025	Couch to 5K	9	7	0	7
4/17/2025	PB Drill & Play - 10am - Fonger	4	4	0	4
4/17/2025	PB Drill & Play - 11am - Fonger	2	2	0	2
4/17/2025	BIG Stage Yoga	27	11	0	11
4/15/2025	Butterfly Gardeners Meeting	12	7	0	7
4/17/2025	Mixed Doubles Pickleball League - Orange	20	20	0	20
4/18/2025	TR - Disc Golf Fridays	6	6	0	6
4/21/2025	PB Lessons - 5pm - Fonger	4	4	0	4

4/21/2025	PB Lessons - 6pm - Fonger	4	4	0	4
4/21/2025	PB Lessons - 7pm - Fonger	4	4	0	4
4/22/2025	BIG Stage Yoga	27	15	0	15
4/22/2025	Mixed Doubles Pickleball League - Green	24	24	0	24
4/23/2025	Run Fun Coffee Club	35	11	0	11
4/23/2025	+55 Women's Pickleball Socail	27	11	0	11
4/23/2025	TR - Walk, Roll & Run Club	8	5	0	5
4/23/2025	Couch to 5K	9	4	0	4
4/24/2025	PB Drill & Play - 10am - Fonger	4	2	0	2
4/24/2025	PB Drill & Play - 11am - Fonger	2	2	0	2
4/24/2025	BIG Stage Yoga	27	13	0	13
4/24/2025	Mixed Doubles Pickleball League - Orange	20	20	0	20
4/25/2025	TR - Disc Golf Fridays	6	3	0	3
4/26/2025	Essential Gardening - Growing Peppers	8	8	1	9
4/26/2025	Discovering Nature for Kids	0	0	0	0
4/26/2025	Discovering Pickleball for Kids	0	0	0	0
4/28/2025	PB Lessons - 5pm - Fonger	4	4	0	4
4/28/2025	PB Lessons - 6pm - Fonger	4	3	0	3
4/28/2025	PB Lessons - 7pm - Fonger	4	4	0	4
4/29/2025	BIG Stage Yoga	27	11	0	11
4/30/2025	Run Fun Coffee Club	35	10	0	10
4/30/2025	+55 Women's Pickleball Socail	27	15	0	15
4/30/2025	TR - Walk, Roll & Run Club	8	6	0	6
4/30/2025	Butterfly Gardeners Workday	12	4	0	4
4/30/2025	Couch to 5K	9	8	0	8
Apr-25	TrailStory - The Day the Crayon's Quit	0	0	123	123
Apr-25	Woodstock Community Garden (4xper)	51	200	0	200
Apr-25	Adopt-a-Trail	11	5	0	5
TOTAL		62	205	0	1746

B) Facility Rentals:

- Field space rental at Dupree Park 0
- Pickle Ball Court rental at Dupree Park 32
- Pavilion Rental at Dupree Park 9
- Tennis Court Rental at Dupree Park 4
- Chambers Rental in April 5
- Chambers Reservations Internal in April 13

C) Demographics:

	Registrations	Reservations	Memberships	Check-Ins	Profiles Created
All	719	61	63	1467	307
Residents	229	57	21	448	105
Non-Residents	490	4	42	1019	202
<18	30	2	0	0	31
18-65	360	58	9	98	217
65+	329	1	54	1369	59
Male	203	28	16	350	106
Female	516	33	47	1117	201
Online	499	50	5	N/A	282
In Person	220	11	58	N/A	25

4. <u>Special Events</u>:

- Meeting – Concert Marketing and Communications – Discussed social media/website updates t-shirts, passes, posters

- Met with Jeremy Cochran to walk the parking deck and discuss signage and end of concert procedures for Titan staff and traffic flow. Also discussed security, evacuations, and timing.
- Restoration Church held their Easter Resurrection Service at the Amphitheater.
- Zoom Meeting with 99x regarding the June, Gin Blossoms concert announcement, promotions, Vip, opening bands.
- The 20th Annual Greenstock Day Recycling Event and City Wide Yard Sale was held. At the recycling event, 434 cars came through carrying 557 people. We shredded 12, 240 lbs. of paper and recycled 791 lbs. of batteries. Still waiting on numbers for electronics and other items. The City Wide Yard Sale had 56 individual yard sales and 24 community sales register for the event. Participants were encouraged to donate leftover yard sale goods to their favorite charities to keep even more items out of landfills.
- Gold Swim held their award ceremony at the amphitheater with about 400 people in attendance.

- Working Upcoming Special Event Permits for:

2025	
May 10th	Rope Mill Trail Run & Bike Race
July 12th	The Limitless 5k
June 14th	Hope Center Walk for Life
August 10th	Woodstock Football Pep Rally
November 8th	Rope Mill Dirty Duathlon

5. Senior Center:

- We had 1,533 membership check-ins for the month of April and currently have 705 members! We met our goal of 700 members in April and have done well staying in the 700 range! During the month of April our members enjoyed many activities including attending our DISCO themed luncheon, watching the Atlanta Braves take home a win, and participating in our annual Senior Easter Egg Hunt, which we already cannot wait to do again next year!

• Total senior Center Active Memberships	705
• Total Senior Check – Ins	1,533
• Total Senior Center Rentals	0
• Senior Center Club Meetings	2

6. Park Maintenance:

- Staff Set up, worked and broke down E Recycle event.
- Staff rebuilt wooden entrance and sitting area at Woofstock dog park.
- Staff aeration at Dupree Park open field
- Staff aerated the open space areas at the amphitheater.
- Staff helped Public Works tear down house at Little River Park.
- Staff cut up three (3) fallen trees behind aquatic center.
- Staff washed and sorted signs for May concert.
- Staff reached out to our plumbing contractor and had them come out and pump the parks and rec office building septic tank.
- Staff installed and opened up the kayak launch at Ropemill Park.
- Staff put up concert series, banners, along sidewalk and amphitheater and city park.
- There were 39 work orders submitted through the Hiperweb work order system during the month of April.
- Staff completed and closed out 35 of the workorders that were submitted through the Hiperweb work order system.

AGENDA ITEM NO. 11.2

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE:	May 19, 2025
SUBMITTED BY:	Ron Shelby, Finance Department
ITEM TYPE:	Departmental Reports
AGENDA SECTION:	DEPARTMENTAL REPORTS
SUBJECT:	**Investment Report (April 2025)**
SUGGESTED ACTION:	

ATTACHMENTS:
Investment Report 04302025.pdf

Investment Report to Mayor and Council

April 1, 2025-April 30, 2025

OVERVIEW

This financial report reflects the City's Investment balances for the 2025 fiscal year through **April 30, 2025**.

During the past year, the City of Woodstock has held its excess funds in short term, liquid instruments such as bank money market accounts and Georgia Fund 1, as the market wasn't paying rates high enough to motivate investing further out on the yield curve and tying up funds.

On April 10, 2025, inflation for the 12-month period ended March was reported at 2.4%, down from the 2.8% reported for the period ended February. The Federal Reserve continues to hold the Fed Funds rate flat, after cutting .25% in December. All indications given are that the Fed is going to hold rates steady as it waits to see how tariffs imposed by the White House worldwide impact inflation and job growth, and while it observes how the bond markets handle the impact. Traders are currently pricing in 3 rate cuts over the next year, but some are indicating none. The breadth and depth of recent tariffs haven't been seen since the early part of the last century during the Great Depression, so economists aren't sure how to estimate the impact.

On Wednesday, April 30th, the 30-day US Treasury Bill closed at 4.35%, down slightly from the month previous (3/31) of 4.36%. The 10-year declined slightly from 4.23% (3/31) to 4.17% (4/30). The market has once again returned to an inverted yield curve, an indicator of an economy possibly moving into long term recession. The spread between the 90-Day and 10-year Treasuries has widened to a negative 14bp (4/30) from 12bp (3/31). While Traders and economists remain undecided as to how the tariffs will impact the economy, investors are getting more pessimistic, causing equities markets to fall, and consumers pulling back on discretionary spending. Meanwhile, many large corporations are completely pulling earnings guidance for 2025.

The 90 Day US Treasury decreased to 4.31% (4/30) from 4.32% (3/31). In comparison, Woodstock closed the month of April earning a variable rate of 4.3879% annualized at Georgia Fund 1, up from the 4.3687% yield earned in March. In September, Ameris bank renegotiated our MMKT rate going forward as a spread of .58% off of the Federal Funds rate, giving us a current rate of 3.924% versus the 4.50% rate earned in August, before additional Fed Rate cuts occurred. Subsequently, in April, we continued to utilize that account type with $42,450,715 due to its immediate liquidity profile, paired with investment restrictions on bond proceeds, while providing investment diversity from Georgia Fund 1. In FY25, Woodstock has earned $1,638,565 in interest earnings from Money Market accounts at Ameris Bank alone.

As good stewards of public funds, Woodstock is prudently looking to maximize these earnings while keeping assets safe. It is not seeking to tie up funds for long periods of time due to nearby cash flow needs and market volatility. Woodstock is currently investing more operating cash in Georgia Fund 1, as they can go further out on the yield curve and earn higher rates than we can by purchasing securities directly, or receive at Ameris, and yet still provide for our liquidity needs for significant near-term projects and other expenditures. Our cash position is

steadily decreasing as annual property taxes are done for the year, and construction project expenditures continue to ramp up. As a result, interest earnings are now beginning to decrease while pressure is put on rates.

GEORGIA FUND 1

Pursuant to OCGA 36-83-1 to 36-83-8; Georgia Fund 1 is able to offer to counties, municipalities, public colleges and universities, boards of education, special districts, state agencies, and other authorized entities as a conservative, efficient, and liquid investment alternative. The primary investment objectives of Georgia 1 Fund are safety of capital and liquidity. Georgia Fund 1 has a credit rating of AAAf by S&P Global.

GF1 ACCOUNT BALANCES

As of **April 30, 2025**, Georgia Fund 1 paid 4.38709% annualized, which is up from the 4.3687% paid the month previous. The City of Woodstock had on deposit at **Georgia Fund 1** the following amounts:

Fund	Mar 31, 2025 BALANCE	Net DEPOSIT/ (WITHDRAWAL)	Apr 2025 INTEREST	April % Yield**	Management Fee Withheld *	Apr 30, 2025 BALANCE
GENERAL FUND	$ 14,931,228.42	($700,000.00)	$ 53,586.99	4.38709	($ 671.81)	$ 14,284,815.41
WATER – SEWER	$ 5,723,900.22	(1,700,000.00)	$ 17,742.70	4.38709	($ 222.44)	$ 4,041,642.92
TOTAL	**$ 20,655,128.64**	**($2,400,000.00)**	**$ 71,329.69**		**($ 894.25)**	**$ 18,326,458.33**

*Management Fee Withheld by Georgia Fund 1 has been netted out of the full INTEREST distribution.

** Current Yield (Annualized)

MONEY MARKET BALANCES

As of **April 30, 2025,** the City of Woodstock had **Money Market** deposits at Ameris bank in the following amounts:

FUND	Mar 31, 2025 BALANCE	Net Deposit/ (Withdrawal)	Apr 2025 INTEREST	April % Yield	April 30, 2025 BALANCE
POOL-MMKT Ameris	$ 8,455,812.15	($ 1,455,000.00)	$ 23,110.59	3.924	$ 7,023,922.74
DDA23 Bond-MMKT Ameris	$ 983.67**	($ 984.40)	$ .73	3.924	$ 0.00**
2024 Parks Bond- MMKT Ameris	$ 27,406,867.95	($ 0.00)	$ 86,858.66	3.924	$ 27,493,726.61
SPLOST V-MMKT Ameris	$ 5,854,407.69	($ 700,000.00)	$ 17,519.56	3.924	$ 5,171,927.25
SPLOST VII-MMKT Ameris	$ 1,653,242.85	$ 1,100,000.00	$ 7,895.60	3.924	$ 2,761,138.45
TOTAL	**$ 43,370,330.64**	**($ 1,055,984.40)**	**$135,385.14**		**$ 42,450,715.05**

** DDA23 BOND MMKT CLOSED IN APRIL

CD ACCOUNT BALANCES

As of **April 30, 2025,** the City of Woodstock had no **CD** accounts:

FUND	Mar 31, 2025 BALANCE	Apr Interest Received	Annualized Yield (APY)	Total Received at Maturity	April 30, 2025 BALANCE
	$ 0	$ 0	0.00%	$ 0	$ 0
TOTAL	**$ 0**	**$ 0**		**$ 0**	**$ 0**

SECURITY ACCOUNT BALANCES

The City of Woodstock periodically invests in securities as allowed by the City of Woodstock Investment Policy. These securities are purchased with the intent to hold until maturity. As of **April 30, 2025**, the City of Woodstock held the following **US Treasury** and **Agency Securities** at Multi-Bank Securities, Piper Sandler and Raymond James:

Total Current Portfolio Holdings by Purchase Value (PV) as of April 30, 2025:

General Fund Total PV:	**$ 0.00**
City Center Fund Total PV:	**$ 0.00**
Grand Total (PV):	**$ 0.00**
Weighted Average Yield To Maturity (YTM):	**0.00%**

Holdings/Purchase Transaction History:

Piper Sandler & Co.:

Purchase Date	Security	Maturity	PAR Value	Principal Purchase Price / Fund ***	Accrued Interest Paid To Seller*	Issued Coupon Amount**	Yield To Maturity (YTM)	CUSIP
TOTAL				**$ 0**	**$ 0**			

* Accrued Interest Paid to Seller is in addition to the Principal Purchase Price paid at closing. It compensates the seller for the days the security was owned by them since the previous coupon payment date. It will be repaid to Woodstock upon receipt of the next coupon payment.

** Treasury Notes have coupons. Treasury Bills are purchased at a discounted face value with no coupons.

***All Totals exclude any matured securities.

Multi-Bank Securities, Inc.:

Purchase Date	Security	Maturity	PAR Value	Principal Purchase Price / Fund ***	Accrued Interest Paid To Seller*	Issued Coupon Amount**	Yield To Maturity (YTM)	CUSIP
TOTAL				**$0**	**$ 0**			

* Accrued Interest Paid to Seller is in addition to the Principal Purchase Price paid at closing. It compensates the seller for the days the security was owned by them since the previous coupon payment date. It will be repaid to Woodstock upon receipt of the next coupon payment.
** Treasury Notes have coupons. Treasury Bills are purchased at a discounted face value with no coupons.
***All Totals exclude any matured securities.

Raymond James:

Purchase Date	Security	Maturity	PAR Value	Principal Purchase Price / Fund ***	Accrued Interest Paid To Seller*	Issued Coupon Amount**	Yield To Maturity (YTM)	CUSIP
TOTAL				**$0**	**$ 0**			

* Accrued Interest Paid to Seller is in addition to the Principal Purchase Price paid at closing. It compensates the seller for the days the security was owned by them since the previous coupon payment date. It will be repaid to Woodstock upon receipt of the next coupon payment.
** Treasury Notes have coupons. Treasury Bills are purchased at a discounted face value with no coupons.
***All Totals exclude any matured securities.

April 30, 2025 Market Pricing (All Firms, excluding matured securities):

Security	CUSIP	Maturity	Principal Purchase Price **	Apr 30, 2025, Market Price	TTL Market Gain/(Loss) *	August Interest /Coupons Received ***
TOTAL			**$0**	**$0**	**$0.00**	**$ 0.00**

* Market Gain or Loss is considered "unrealized" since the security is held until maturity. Market Value is expected to fluctuate on a daily basis. Securities purchased at a premium (e.g. Bonds and Notes) are expected to lose the premium principal value (Purchase Price minus PAR Value) by the time they reach maturity. This loss is compensated for through the receipt of a Coupon Amount, which exceeds the purchased Yield To Maturity (YTM). Securities purchased at a discount are expected to gain the discount over time and mature at PAR Value.

** Total Principal Purchase Price Excludes Matured Securities. Principal Purchase Price excludes Accrued Interest paid to seller.
*** Interest Coupon received includes the amount of Accrued Interest paid to Seller from the original purchase.

April Sale/Maturity Transactions (All Firms):

Sale or Maturity Date	Security	CUSIP	Principal Purchase Price	Principal Sale or Maturity (PAR) Proceeds	Principal Gain/(Loss) (Amortized Premium, Accrued Discount)	Total Interest Coupons Received (Notes)	Total Interest Received (Net of Accrued Int due seller)	Net Interest and Principal Gain/(Loss)
TOTAL				**$0.00**			**$ 0**	**$ 0**

SUMMARY

Combined Investment Interest Earnings received across all accounts during Fiscal Year:

Month/Year	GA Fund 1	MMKT	CD	Securities *	Grand Total
July/2024	$ 86,565.92	$ 206,002.33	$0	$0	$ 292,568.25
August/2024	$ 81,943.78	$ 185,480.04	$0	$0	$ 267,423.82
September/2024	$ 70,111.31	$ 184,860.45	$0	$0	$ 254,971.76
October/2024	$ 59,148.20	$ 172,336.23	$0	$0	$ 231,484.43
November/2024	$ 56,610.89	$158,675.91	$0	$0	$ 215,286.80
December/2024	$ 67,634.23	$ 167,963.52	$0	$0	$ 235,597.75
January/2025	$ 78,509.31	$ 151,862.97	$0	$0	$ 230,372.28
February/2025	$72,303.89	$134,102.67	$0	$0	$ 206,406.56
March/2025	$76,355.44	$141,895.63	$0	$0	$ 218,251.07
April/2025	$71,329.69	$135,385.14	$0	$0	$ 206,714.83
May/2025	$0	$0	$0	$0	$0
June/2025	$0	$0	$0	$0	$0
Sub Total	**$ 720,512.66**	**$1,638,564.89**	**$0**	**$0**	**$ 2,359,077.55**

*Security Interest Earnings are only recognized upon the actual receipt of a coupon, and/or maturity of an investment.

Respectfully submitted,

Ronald C Shelby, CFO