



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, August 12, 2024

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

ITEM 3. APPOINTMENTS/OATH OF OFFICE

ITEM 4. ANNOUNCEMENTS

1. **Announcements** (Colin Ake)

This Thursday, August 15th is Family Fun Night in downtown Woodstock from 5:00 - 9:00 p.m. This month's theme is Super Hero Night. More information about this great event series can be found online at visitwoodstockga.com.

The Citizens' Public Safety Academy is an annual program that meets once a week for ten weeks from 6:00 - 8:00 p.m. at various city venues. This year's academy will begin on September 19th. Apply online at woodstockga.gov/citizensacademy.

ITEM 5. PRESENTATIONS AND DISCUSSION ITEMS

1. **Introduction of Employee Intranet** (Stacy Brown)

2. **Government Finance Officer's Association (GFOA) - Certificate of Achievement for Excellence in Financial Reporting for the City's Annual Comprehensive Financial Report (ACFR)** (Ron Shelby)

Government Finance Officer's Association (GFOA) - Certificate of Achievement for Excellence in Financial Reporting for the City's Annual Comprehensive Financial Report (ACFR) covering the fiscal year ended 2023. This is the 30th consecutive year that the City has received this award.

ITEM 6. PUBLIC COMMENT

ITEM 7. CONSENT AGENDA

1. **Approve MAJBA 17205 - Establish New Project Fund 504 Water/Sewer Tap Fee Fund** (Ron Shelby)
Request for approval of MAJBA 17205 to establish a project fund for Water/Sewer Tap Fees. This new Fund 504 will combine with Fund 505 Water/Sewer for reporting purposes, but allows for more defined tracking of water/sewer tap fee revenues and capital expenses. The city's auditors, Nichols, Cauley & Associates, have been briefed and are in consensus with this change.
2. **Approve MAJBA 17200 - Police Officer Special Duty Funding for Traffic Flow at Parking Deck Construction Site** (Ron Shelby)
Request for approval of MAJBA 17200 to fund the use of an off-duty police officer at the parking deck site for traffic flow management for construction/deliveries through September 30, 2024. This funding would cover the estimated costs for Special Duty Pay and payroll taxes needed through 09/30/2024 (6.71 pay periods).
3. **Approve MAJBA 17304 - Adjust Police Department SWAT Incentive to Stipend** (Ron Shelby)
Request for approval of MAJBA 17304 which adjusts the approved FY 2025 budgeted Police SWAT incentive to an annual stipend amount rather than a per hour incentive amount. This is not new funding but rather an adjustment to the type of specialty pay and GL account number.
4. **Approve Agreement with Lexipol for Policy Development/Management Software** (Shane Dobson)
Request for approval to enter into agreement with Lexipol for Policy Development and Management Software Solutions for the City's Fire Department as approved in the FY25 budget.
5. **Approve Intergovernmental Agreement Between City and County for Maintenance of Roadways Adjacent to City Limits** (Jeremy Parker)
Request for approval of an Intergovernmental Agreement between the City of Woodstock and Cherokee County for maintenance of roadways adjacent to city limits.
6. **Approve Multi-Year Contract for ePlanSoft Electronic Plan Review Software** (Tracy Albers)
Request for approval of a multi-year contract for ePlanSoft, an electronic plan review software. The Community Development Department is currently tailoring the City's existing land management permitting software module(s), provided by BS&A Software, to accommodate electronic plan submittal and review. This electronic plan review software will help accomplish this. Upon Council's approval integration with BS&A would be scheduled for this fall.
7. **Approve Purchase of Restroom Building and Two Shelters (Shade Structures) for Little River Park Bond Project (Phase 3)** (Brian Borden)
Request for approval to purchase a prefabricated restroom building and two shelters (shade structures) for phase 3 of the Little River Park Bond Project from Romtec Inc. through a Sourcewell Contract.
8. **Approve ZTA#013-24 - Updates to LDO Chapters 3 & 15 (2nd Reading)** (Janis Steinbrenner)
Request for approval of the proposed Zone Text Amendment updating LDO Chapters 3 and 15 related to the site plan checklist, street design and improvement standards, and infrastructure requirements had by the Public Works Department. The 1st reading of this ordinance was held at the July 22, 2024 Council Meeting.

9. **Approve Ordinance to Amend Chapter 11 (Special Events) - Permitting for Public Fireworks Displays (2nd Reading)** (Bobby Stilson)
Request for approval of an ordinance to amend Chapter 11, Section 11-8 of the city code regarding the permitting requirement for public fireworks displays. This amendment would reflect recent changes to state law pursuant to Georgia Senate Bill 417. The 1st reading of the draft ordinance was held at the July 22, 2024 Council Meeting.
10. **Waive Public Input Meeting for Z#159-24 at 10944 Highway 92** (Tracy Albers)
Request for approval to waive the public input meeting for Z#159-24 at 10944 Highway 92 - Sodmasters Landscape Center. The City is in receipt of a request to amend the conditions of approval for the project at this location. Given the limited nature of the request, staff believes a public input meeting is not warranted. This item is tentatively schedule for Planning Commission consideration on October 3, 2024, and City Council consideration on October 14, 2024.
11. **Ratify Temporary Construction Easement and Permanent Retaining Wall Easement for 513 Finch Court** (Jamie Palmer)
Request for approval to ratify temporary construction easement and permanent retaining wall easement for 513 Finch Court.
12. **Ratify Neese Road Parcel 64 - Northern Segment** (Jeff Moon)
Request for approval to ratify Neese Road Parcel 64 - northern segment. Due to a delay in closing, this agenda item was tabled at the May 20, 2024 Council Meeting to allow time for the closing to be rescheduled and completed.

ITEM 8. PUBLIC HEARING

1. **2024 Millage Rate (Public Hearing & 1st Reading)** (Ron Shelby)
Public Hearing and 1st Reading to adopt the 2024 City Maintenance and Operations Millage Rate of 5.223 Mils. This will serve as the 1st Public Hearing and 1st Reading with the 2nd Public Hearing scheduled for August 19, 2024 at 6:00 p.m. and the 3rd Public Hearing scheduled for August 26, 2024 at 7:00 p.m. (as part of the Council Meeting agenda).

ITEM 9. NEW BUSINESS

1. **Consideration of Approval to Repeal/Revise Sections of the Council Policy Manual** (Jeff Moon)
Request for approval to repeal the following sections of the Council Policy Manual: Section 000-0005 Towne Hall Meetings under 000 Administration and Government and Section 700-0003 Limit on Number of Cases Heard by Planning Commission under 700 Planning, Zoning and Economic Development and to revise Section 600-0003 Road Closing Policy - Closing of Major Thoroughfares For Community Enrichment Events under 600 Public Health and Safety. Revisions shown as highlighted in the attachment included in the agenda packet.

ITEM 10. OLD BUSINESS

ITEM 11. MINUTES APPROVAL

1. **Consideration of Approval to Adopt Council Meeting Minutes - July 22, 2024** (Robyn Adams)

ITEM 12. DEPARTMENTAL REPORTS

1. **Fire Department Monthly Report (July 2024)** (Shane Dobson)

2. **Parks & Recreation Monthly Report (July 2024)** (Brian Borden)
3. **Investment Report (July 2024)** (Ron Shelby)
4. **Communication Monthly Report - July 2024** (Stacy Brown)

ITEM 13. MAYOR AND COUNCIL COMMENTS

ITEM 14. CITY MANAGER AND STAFF COMMENTS

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

ITEM 16. FINAL ADJOURNMENT

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024
SUBMITTED BY: Robyn Adams, Administration
ITEM TYPE: Announcements
AGENDA SECTION: ANNOUNCEMENTS
SUBJECT: **Announcements**

SUGGESTED ACTION: This Thursday, August 15th is Family Fun Night in downtown Woodstock from 5:00 - 9:00 p.m. This month's theme is Super Hero Night. More information about this great event series can be found online at visitwoodstockga.com.

The Citizens' Public Safety Academy is an annual program that meets once a week for ten weeks from 6:00 - 8:00 p.m. at various city venues. This year's academy will begin on September 19th. Apply online at woodstockga.gov/citizensacademy.

ATTACHMENTS:

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Stacy Brown, Administration

ITEM TYPE: Presentation and Discussion Items

AGENDA SECTION: PRESENTATIONS AND DISCUSSION ITEMS

SUBJECT: **Introduction of Employee Intranet**

SUGGESTED ACTION:

ATTACHMENTS:
[Employee Intranet.pdf](#)



Employee Intranet

intranet.woodstockga.gov

Solution

User-friendly interface, centralized information sharing, and mobile-friendly design

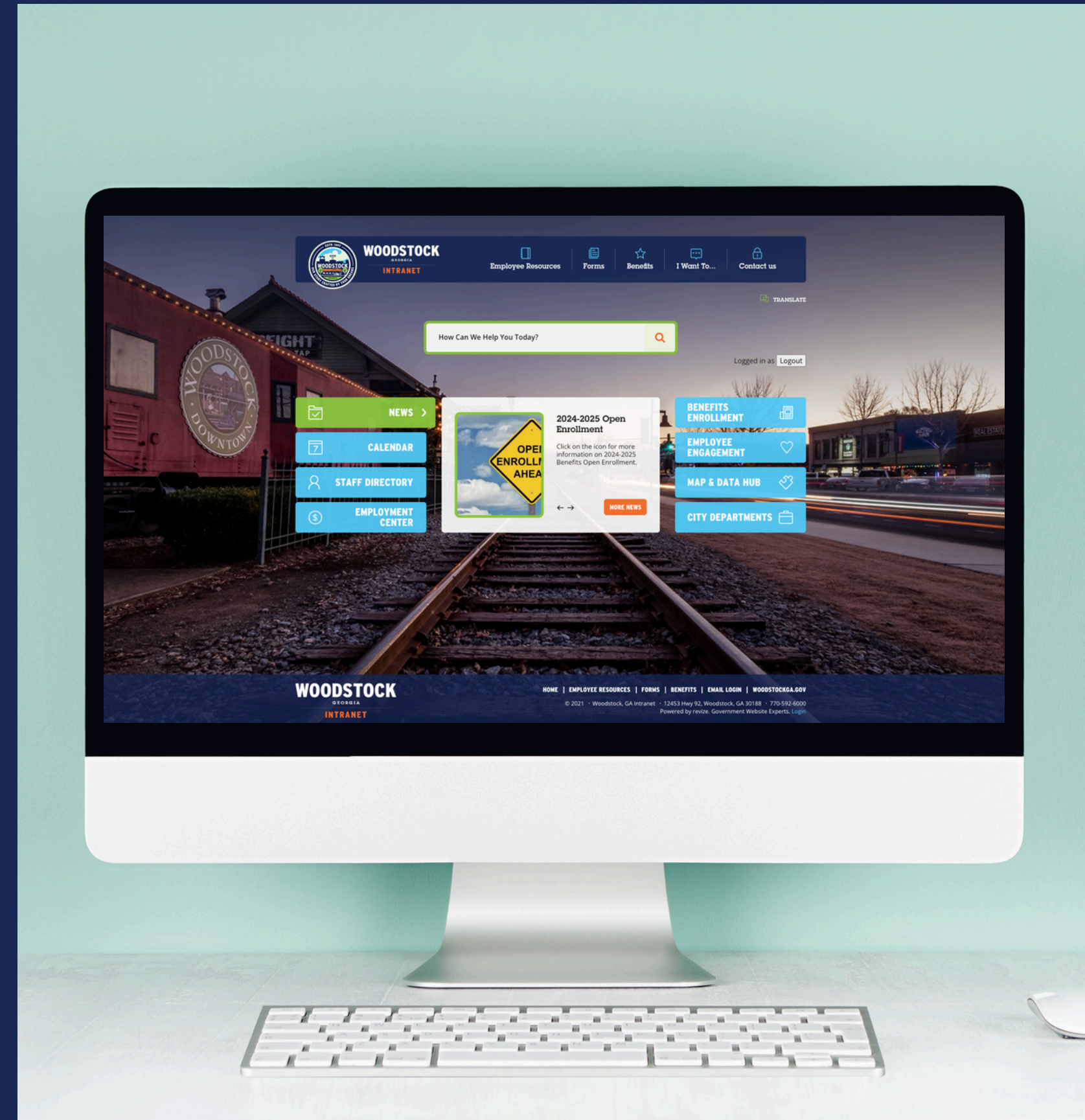


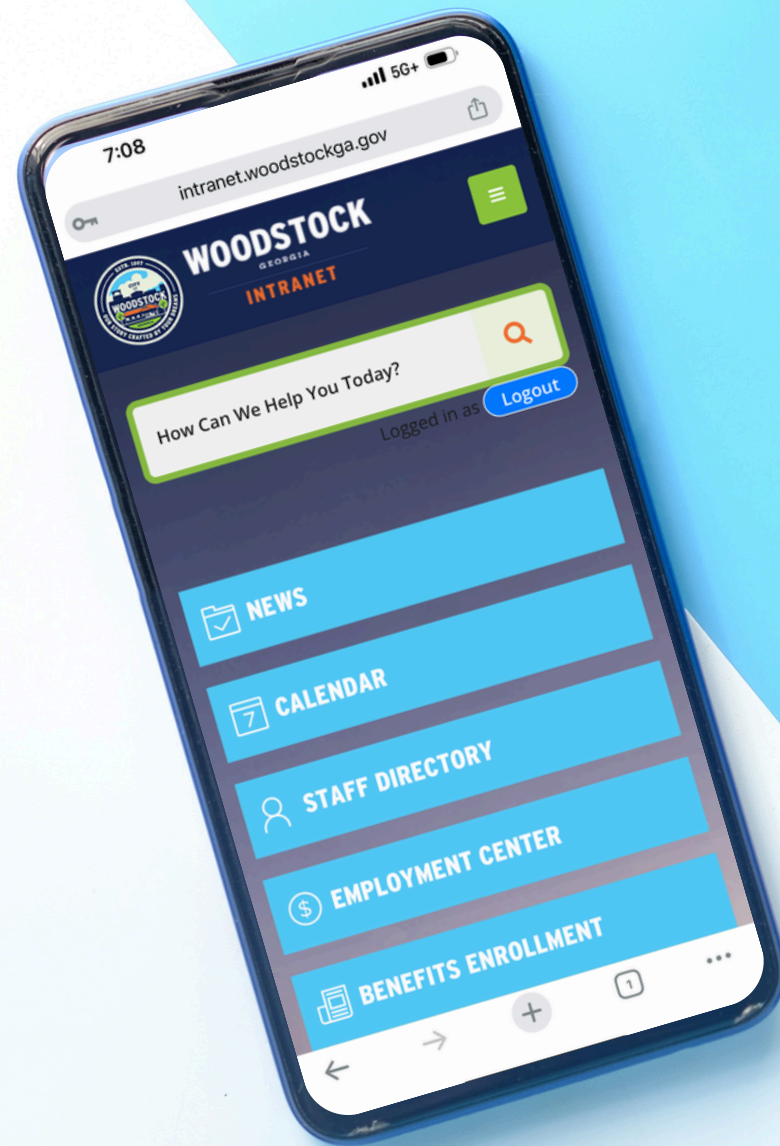
Problem

Difficulty finding resources, limited information sharing, and less employee engagement

Advantages

The City of Woodstock Employee Intranet offers stronger company culture, enhanced productivity, empowered collaboration, easier access to information, and improved communication.





Benefits and Portal Access

Links to Accounts and Information

Documents and Forms

Forms and Applications as well as Policies and Procedures

Employee Resources

News and Event Calendar, Employee Classifieds, and more

Features



Intranet Team

Communications

Admin, calendar, news

HR

Personnel forms and resources

IT

SSO and technical support

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Ron Shelby, Finance Department

ITEM TYPE: Award, Recognition

AGENDA SECTION: PRESENTATIONS AND DISCUSSION ITEMS

SUBJECT: **Government Finance Officer's Association (GFOA) - Certificate of Achievement for Excellence in Financial Reporting for the City's Annual Comprehensive Financial Report (ACFR)**

SUGGESTED ACTION: Government Finance Officer's Association (GFOA) - Certificate of Achievement for Excellence in Financial Reporting for the City's Annual Comprehensive Financial Report (ACFR) covering the fiscal year ended 2023. This is the 30th consecutive year that the City has received this award.

ATTACHMENTS:
[Announcement of Award.pdf](#)
[5 - Certificate.pdf](#)
[6 - Press Release.pdf](#)



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

8/7/2024

Jeff Moon
Manager
City of Woodstock, Georgia

Dear Jeff:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Woodstock
Georgia**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2023

Christopher P. Morill

Executive Director/CEO



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

8/7/2024

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

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Woodstock** for its annual comprehensive financial report for the fiscal year ended June 30, 2023. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

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

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Crystal Welch, Finance Department

ITEM TYPE: Budget Approval/Amendment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve MAJBA 17205 - Establish New Project Fund 504 Water/Sewer Tap Fee Fund**

SUGGESTED ACTION: Request for approval of MAJBA 17205 to establish a project fund for Water/Sewer Tap Fees. This new Fund 504 will combine with Fund 505 Water/Sewer for reporting purposes, but allows for more defined tracking of water/sewer tap fee revenues and capital expenses. The city's auditors, Nichols, Cauley & Associates, have been briefed and are in consensus with this change.

ATTACHMENTS:
[MAJBA JE 17205 - Establish Fund 504 Water-Sewer Tap Fees Fund.pdf](#)

City of Woodstock, GA
Major Budget Amendment

Name of Department **Fund 504**
Budget Amendment # **MAJBA JE 17205**

Explanation of Request

This major budget amendment is to establish a project fund for Water/Sewer Tap Fees. This new Fund 504 will combine with Fund 505 Water/Sewer for reporting purposes, but allows for more defined tracking of water/sewer tap fee revenues and capital expenses.

ACCOUNT NUMBER	ACCOUNT NAME	DEBIT	CREDIT
504-1522-521210-00	PROFESSIONAL SERVICES - MISC PROJECTS	\$ 20,000.00	
504-1522-541410-01-BPSF	INFRASTRUCTURE-BROOKSHIRE PUMP STN FINAL	\$ 1,127,026.00	
504-1522-541410-01-BRPS	INFRASTRUCTURE-BROOKSHIRE PUMP STN IMPRO	\$ 163,445.00	
504-1522-541410-01-MHOL	INFRASTRUCTURE - MANHOLES	\$ 250,000.00	
504-1522-541410-01-SRPJ	INFRASTRUCTURE - SEWER REHAB	\$ 24,930.00	
504-1522-541499-00	GROUND WATER EXPLORATION	\$ 100,000.00	
504-1522-541510-01-DWWL	DRIFTWOOD WATER SVC LINE REPLACEMENT	\$ 42,000.00	
504-1522-541510-01-NHWM	WATER LINE CONSTRUCTION-NOWLAN HALL/NEES	\$ 144,289.00	
504-1522-541510-01-NRWL	NEESE RD WATER LINE REPLACEMENT	\$ 75,000.00	
504-1522-542210-00	VEHICLES & EQUIPMENT	\$ 587,683.00	
505-1522-521210-00	PROFESSIONAL SERVICES - MISC PROJECTS		\$ 20,000.00
505-1522-541410-01-BPSF	INFRASTRUCTURE-BROOKSHIRE PUMP STN FINAL		\$ 1,127,026.00
505-1522-541410-01-BRPS	INFRASTRUCTURE-BROOKSHIRE PUMP STN IMPRO		\$ 163,445.00
505-1522-541410-01-MHOL	INFRASTRUCTURE - MANHOLES		\$ 250,000.00
505-1522-541410-01-SRPJ	INFRASTRUCTURE - SEWER REHAB		\$ 24,930.00
505-1522-541499-00	GROUND WATER EXPLORATION		\$ 100,000.00
505-1522-541510-01-DWWL	DRIFTWOOD WATER SVC LINE REPLACEMENT		\$ 42,000.00
505-1522-541510-01-NHWM	WATER LINE CONSTRUCTION-NOWLAN HALL/NEES		\$ 144,289.00
505-1522-541510-01-NRWL	NEESE RD WATER LINE REPLACEMENT		\$ 75,000.00
505-1522-542210-00	VEHICLES & EQUIPMENT		\$ 587,683.00
505-1510-394110-00	USE OF RESERVES	\$ 164,373.00	
505-1512-344219-00	WATER TAP FEES	\$ 350,000.00	
505-1512-344221-00	SEWER TAP FEES	\$ 2,020,000.00	
504-1510-394110-00	USE OF RESERVES		\$ 164,373.00
504-1512-344219-00	WATER TAP FEES		\$ 350,000.00
504-1512-344221-00	SEWER TAP FEES		\$ 2,020,000.00
505-9999-611138-00	TRANSFER OUT - W/S TAP FEE FUND	\$ 6,319,102.81	
504-1599-391021-00	TRANSFER IN - WATER AND SEWER		\$ 6,319,102.81
504-1510-394110-00	USE OF RESERVES	\$ 6,319,102.81	
505-1510-394110-00	USE OF RESERVES		\$ 6,319,102.81
TOTALS		\$ 17,706,951.62	17706951.62

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Crystal Welch, Finance Department

ITEM TYPE: Budget Approval/Amendment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve MAJBA 17200 - Police Officer Special Duty Funding for Traffic Flow at Parking Deck Construction Site**

SUGGESTED ACTION: Request for approval of MAJBA 17200 to fund the use of an off-duty police officer at the parking deck site for traffic flow management for construction/deliveries through September 30, 2024. This funding would cover the estimated costs for Special Duty Pay and payroll taxes needed through 09/30/2024 (6.71 pay periods).

ATTACHMENTS:

[MAJBA JE 17200 - Police Special Duty Pay Parking Deck Construction.pdf](#)

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

Name of Department Fund 301 Parking Deck (Dept 3210 Police)
Budget Amendment # MAJBA JE 17200

Explanation of Request

This major budget amendment is to fund the use of an off-duty city police officer at the Parking Deck site for traffic flow management for construction/deliveries through September 30, 2024. This funding would cover the estimated costs for Special Duty Pay and payroll taxes needed through 09/30/2024 (6.71 pay periods).

ACCOUNT NUMBER	ACCOUNT NAME	DEBIT	CREDIT
301-3210-511112-00	Special Duty Pay	\$ 18,000.00	
301-3210-512215-00	Social Security Taxes	\$ 2,000.00	
301-1599-394110-00	Use of Reserves		\$ 20,000.00
TOTALS		\$ 20,000.00	\$ 20,000.00

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CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Crystal Welch, Police Department

ITEM TYPE: Budget Approval/Amendment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve MAJBA 17304 - Adjust Police Department SWAT Incentive to Stipend**

SUGGESTED ACTION: Request for approval of MAJBA 17304 which adjusts the approved FY 2025 budgeted Police SWAT incentive to an annual stipend amount rather than a per hour incentive amount. This is not new funding but rather an adjustment to the type of specialty pay and GL account number.

ATTACHMENTS:
[MAJBA JE 17304 - Police SWAT Stipend.pdf](#)

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

Name of Department 3210 Police
Budget Amendment # MAJBA JE 17304

Explanation of Request

In the FY 2025 budget, Council approved a new incentive for the police department SWAT members (\$0.63/hour addition to hourly rate). The incentive was approved as submitted, however, this incentive should be an annual stipend (similar to the K-9 stipend) rather than an addition to hourly rate. This major budget amendment is to adjust the budgeted SWAT incentive to an annual stipend rather than an hourly rate incentive. Stipend will be \$1,408.68/officer per year for 4 officers.

ACCOUNT NUMBER	ACCOUNT NAME	DEBIT	CREDIT
101-3210-511113-00	Specialty Pay	\$ 5,634.72	
101-3210-511110-00	Salaries and Wages		\$ 5,634.72
TOTALS		\$ 5,634.72	\$ 5,634.72

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Faye Doss, Fire Department

ITEM TYPE: Contracts, Agreements, Leases

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve Agreement with Lexipol for Policy Development/Management Software**

SUGGESTED ACTION: Request for approval to enter into agreement with Lexipol for Policy Development and Management Software Solutions for the City's Fire Department as approved in the FY25 budget.

ATTACHMENTS:
[City of Woodstock, GA FD Lexipol Sourcewell agreement 7.17.24.pdf](#)



MASTER SERVICE AGREEMENT

Agency's Name: City of Woodstock, Georgia
Address: Woodstock, Georgia 30188

Agency's Sourcewell Member ID: 2512

Sales Rep: Terri MacDonald
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Woodstock, Georgia

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (12 Months)	USD 13,546.00	5%	USD 677.30	USD 12,868.70
	Subscription Line Items Total			USD 677.30	USD 12,868.70
1	Fire Full Implementation	USD 17,158.90	5%	USD 857.94	USD 16,300.96
	One-Time Line Items Total			USD 857.94	USD 16,300.96
				USD 1,535.24	USD 29,169.66
				Sourcewell Discount:	USD 1,535.24
				TOTAL:	USD 29,169.66

Discount Notes
5% Sourcewell

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services (as defined herein) are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered by Lexipol to Agency.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, and Virtual Instructor-Led Training (collectively, the "Online Services").

5.2 Professional Services. Lexipol's Professional Services include certain paid Services that are not part of Lexipol's Online Services and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A.

5.3 Intellectual Property. Lexipol's Services, and the Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, “Confidential Information”). The receiving Party will: (a) limit disclosure of any such Confidential Information to authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Each Party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, or equivalent, provided that the disclosing Party promptly notifies, to the extent practicable, the other Party prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information.

7. **Warranty.** LEXIPOL WARRANTS THAT ITS SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF OTHERS, ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. NOTWITHSTANDING THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. **General Terms.**

9.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 **Waiver.** Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Karen Gammill, Public Works

ITEM TYPE: Contracts, Agreements, Leases

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve Intergovernmental Agreement Between City and County for Maintenance of Roadways Adjacent to City Limits**

SUGGESTED ACTION: Request for approval of an Intergovernmental Agreement between the City of Woodstock and Cherokee County for maintenance of roadways adjacent to city limits.

ATTACHMENTS:

- [Woodstock roadways IGA ver 7 30 2024 final.pdf](#)
- [ProposedCityMaint_20240724 - Woodstock.pdf](#)
- [ProposedWinterMaint_20240724 - Woodstock.pdf](#)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOODSTOCK, GEORGIA AND
CHEROKEE COUNTY, GEORGIA FOR MAINTENANCE OF
ROADWAYS ADJACENT TO CITY LIMITS**

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS AGREEMENT entered into between the CITY OF WOODSTOCK, GEORGIA, a municipal corporation, lying wholly within the County of Cherokee, Georgia, hereinafter referred to as the “City,” and CHEROKEE COUNTY, GEORGIA a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the maintenance of the roadway right-of-ways adjacent to the City limits is a shared responsibility between the City and the County; and

WHEREAS, the roadways covered by this agreement include – Arnold Mill Road (Main Street to Neese Road), Dobbs Road, Neese Road, Ragsdale Road, Rope Mill Road and S. Cherokee Lane (SR 92 south to Villanueva Road), hereinafter referred to as “Roadways” as depicted on Exhibit “A” attached hereto; and

WHEREAS, additional roadways covered by this agreement include – portions of: Trickum Road (Cobb County line to Ragsdale Road), Barnes Road, Hames Road (Cobb County line to SR 92), Canton Road/Main Street (Cobb County line to Stockwood Drive), Dupree Road (Stonebridge Parkway to I-575), Stonebridge Parkway (Dupree Road to Towne Lake Parkway), Towne Lake Parkway (I-575 to Towne Lake Hills South Drive), Old Highway 5/Main Street Bridge over Little River and Towne Lake Hills South Drive (Towne Lake Parkway to Woodstock High School), hereinafter referred to as “Winter Maintained Roadways” as depicted on Exhibit “B” attached hereto; and

WHEREAS, the City possesses the staff and resources to maintain the Roadways and Winter Maintained Roadways at the same level of service as the County; and

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WHEREAS, during snow emergencies County staff and resources must travel through City jurisdiction in order to access Winter Maintained Roadways, where it would be more efficient for City to handle the snow and ice removal; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

- 1.1 The City agrees to be responsible for the maintenance of all Roadways rights-of-way, including, but not limited to the pavement maintenance, roadside ditch and drainage maintenance and all mowing.
- 1.2 The City agrees to be responsible for the permitting of all access requests to the Roadways and will review such requests for conformance with current City development regulations.
- 1.3 The City will bear all costs of maintenance of the Roadways rights-of-way at no cost to the County.
- 1.4 The County agrees it will direct all requests for permitting of access to the Roadways to the City.
- 1.5 The City agrees to be responsible for the snow and ice removal of all Winter Maintained Roadways.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last Party to sign same and shall continue through June 30, 2028. Either the City or the County may terminate this agreement upon ninety (90) days' written notice to the other Party.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Woodstock, Georgia:

Cherokee County, Georgia

ATTN: City Manager
12453 Highway 92
Woodstock, Georgia 30188

ATTN: County Manager
1130 Bluffs Parkway
Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

- 5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.
- 5.2 No failure of either Party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other Party with this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a Party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.
- 5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.
- 5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing

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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.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect to the Project; no member, officer, employee, representative or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either Party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Parties. This IGA specifically repeals and replaces the IGA dated June 13, 2018.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each Party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the City’s performance of its obligations under this Agreement. The County does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the City, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County’s performance of its obligations under this Agreement.

9.

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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2024.

CITY OF WOODSTOCK, GEORGIA

CHEROKEE COUNTY, GEORGIA

By: Michael Caldwell, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
Robyn Adams, City Clerk

Attest: _____
Christy Black, County Clerk

(SEAL)

(SEAL)

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EXHIBIT "A"

(Insert Proposed City Maintenance Roadway map dated 7/25/2024 and as created by the
City of Woodstock GIS Department)

July 30, 2024 final

EXHIBIT “B”

(Insert Proposed Winter Maintenance Roadway map dated 7/25/2024 and as created by
the City of Woodstock GIS Department)

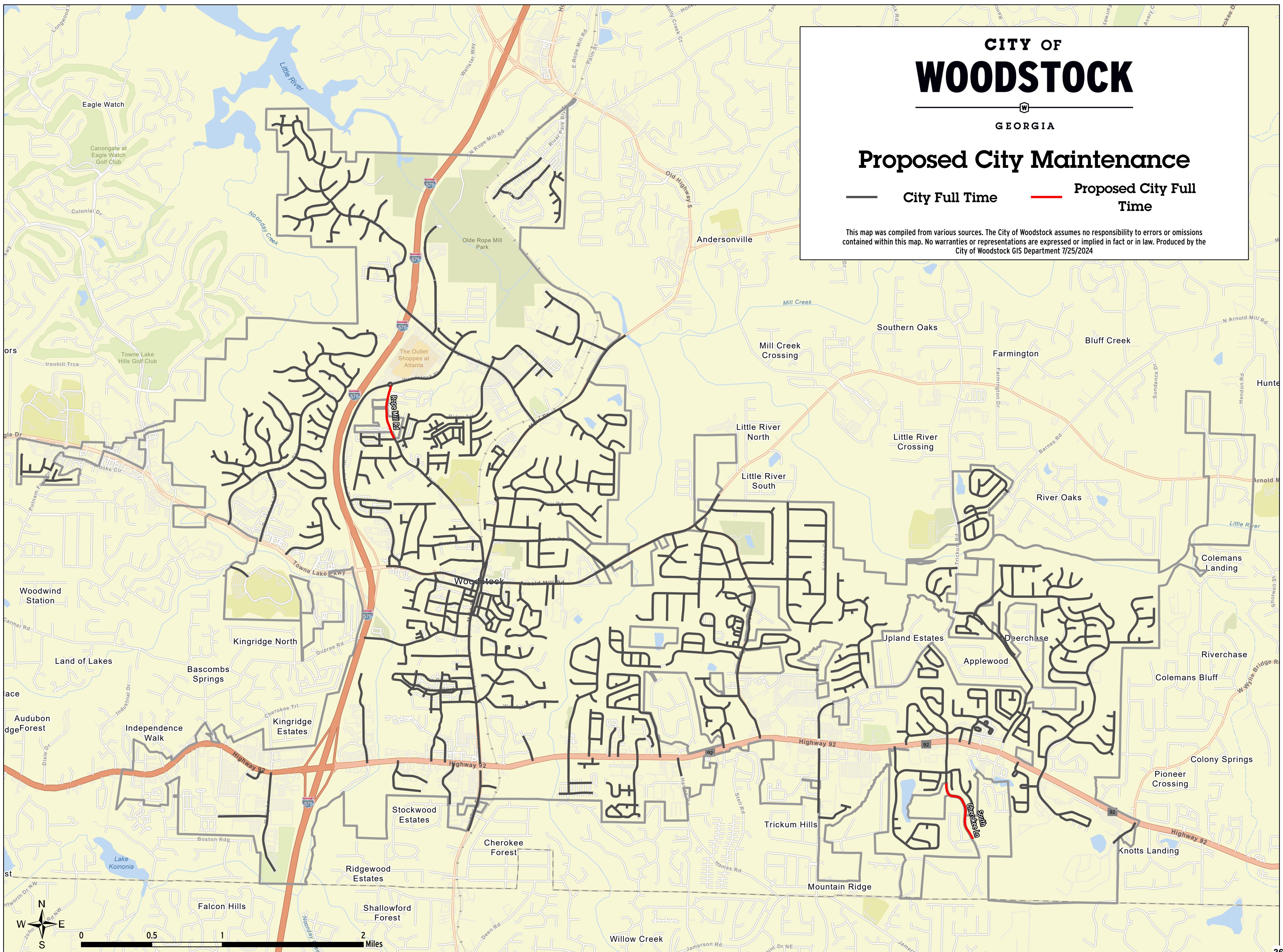
CITY OF WOODSTOCK

GEORGIA

Proposed City Maintenance

— City Full Time — Proposed City Full Time

This map was compiled from various sources. The City of Woodstock assumes no responsibility to errors or omissions contained within this map. No warranties or representations are expressed or implied in fact or in law. Produced by the City of Woodstock GIS Department 7/25/2024



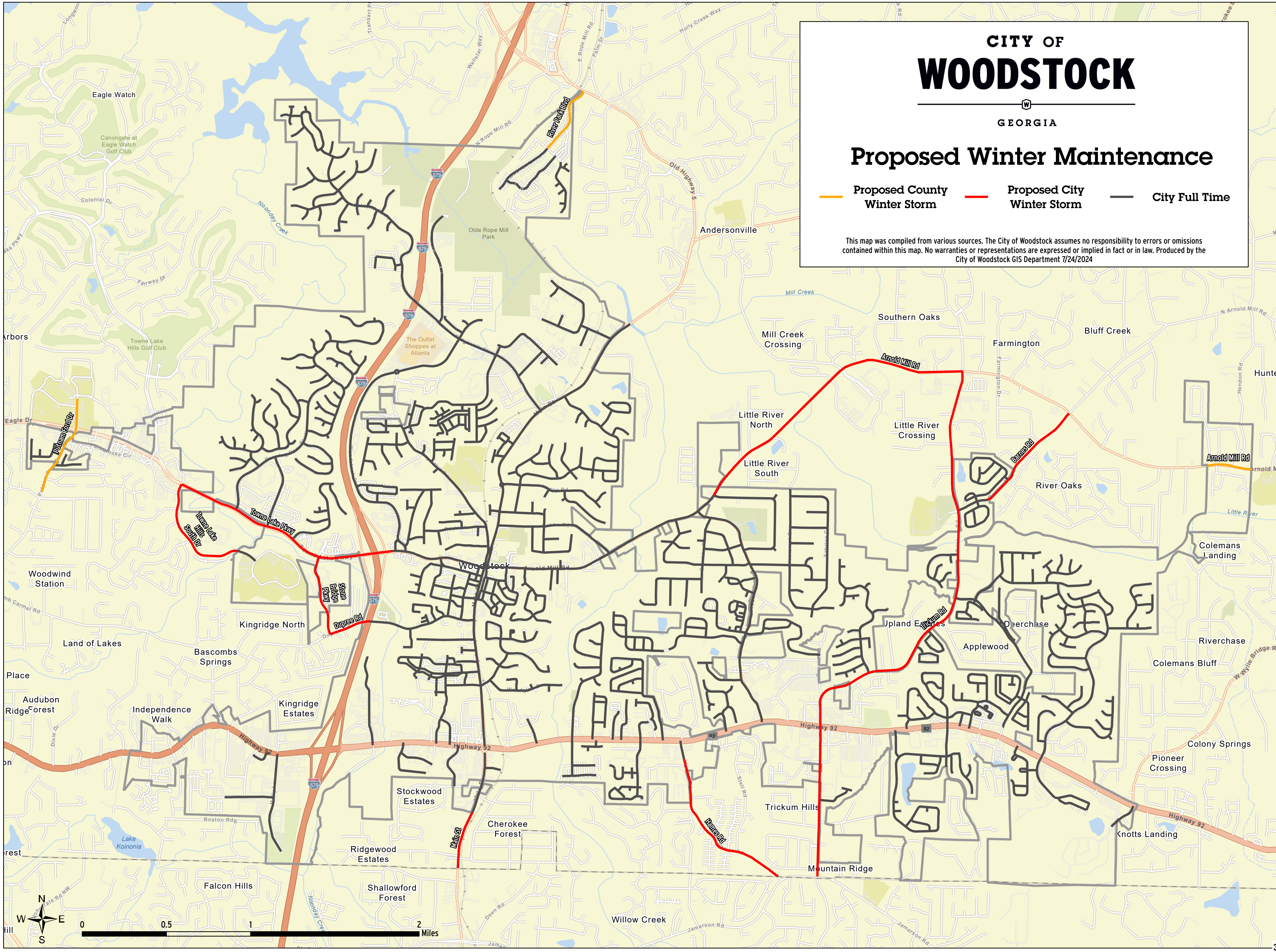
CITY OF WOODSTOCK

GEORGIA

Proposed Winter Maintenance

- Proposed County Winter Storm
- Proposed City Winter Storm
- City Full Time

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Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Tracy Albers, Community Development

ITEM TYPE: Contracts, Agreements, Leases

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve Multi-Year Contract for ePlanSoft Electronic Plan Review Software**

SUGGESTED ACTION: Request for approval of a multi-year contract for ePlanSoft, an electronic plan review software. The Community Development Department is currently tailoring the City's existing land management permitting software module(s), provided by BS&A Software, to accommodate electronic plan submittal and review. This electronic plan review software will help accomplish this. Upon Council's approval integration with BS&A would be scheduled for this fall.

ATTACHMENTS:
[Woodstock Contract Documents-ePlanSigned.pdf](#)
[Woodstock Contract Documents.pdf](#)

E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS

LICENSING AGREEMENT

e-Plan, Inc. (“Licensor”) is a provider of electronic plan review software as a service (“EPR”). As used herein, “EPR” includes all of Licensor’s software products, including without limitation e-PlanREVIEW® and goPost™ Public Portal.

This non-exclusive Licensing Agreement (“LA”), entered into between Licensor and City of Woodstock, GA (“Licensee”), governs Licensee’s use of the EPR.

Licensor and Licensee (“the Parties”) may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this LA shall control and prevail over any conflicting terms or conditions.

1.0 Contract Documents. This LA incorporates Licensor’s Statement of Work dated 5/9/2024, and also incorporates the attached Sales Order form in its entirety, including its exhibits, and Exhibit A “Software as a Service (SaaS) Service Level Agreement.” This LA also incorporates any future Sales Orders entered into by the Parties during the term of this LA.

2.0 Key Definitions

2.1. “Service” means, collectively, Licensor’s EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.

2.2. “Sales Order” means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.

2.3. “User” or “Users” means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.

2.4. “Licensee Data” means all electronic data or information submitted to and stored in the Service by Users.

3.0 Non-Exclusive License and Licensor Intellectual Property Rights. Licensee’s access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual

property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this LA, the rights granted to Licensee do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

4.0 Access to the Service by Designated Users. Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.

4.1. Alterations to User Accounts. If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.

4.2. Unauthorized Access. Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

4.3. Audit of Authorized Users. Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this LA and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.

5.0 General Terms of Service. Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is

responsible for all activities conducted under its User logins and for its Users' compliance with this LA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this LA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this LA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

6.0 Scope of Technical Support; Service Level Agreement. Licensor will provide all maintenance and technical support for the EPR. Licensor's Service Level Agreement ("SLA") is attached hereto as Exhibit A, and sets forth Licensor's obligations in this regard. In addition, Licensor will provide Licensee with online help documentation and other online resources to assist Licensee in its use of the Service.

6.1. Training. Licensee shall ensure that one or more designated Users have been trained and or certified in the use of Service. Such training should be provided by either Licensor or Licensor-certified trainers. If Licensee uses the service without at least one properly trained User, Licensor reserves the right to withhold any technical support services. The intent of this provision is to ensure that Licensor is not required to provide excessive levels of support service due to Licensee's lack of training.

7.0 Transmission, Maintenance, and Confidentiality of Data

7.1. Transmission of Data. Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date "browser" software to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee's account. Licensor will act as though any Electronic Communications it receives under Licensee's passwords, user name, and/or account number will have been sent by Licensee.

7.2. Licensee Data

7.2.1. As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee's data.

7.2.2. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.

7.2.3. Following expiration or termination of any Sales Order and/or this LA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

7.3. HIPAA. Licensee agrees that: (i) Licensor is not acting on Licensee's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.

8.0 Modifications and Discontinuation of Service

8.1. To the Service. Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee's then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.

8.2. To Applicable Terms. If Licensor makes a material change to any applicable terms of this LA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee's account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via mchegini@eplansoft.com within thirty (30) days after receiving notice of the

change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor's then current version of this LA.

8.3. Suspension for Ongoing Harm. Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee's Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.

9.0 Third-Party Applications. "Third-Party Applications" include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee's use of the Service. Except as expressly set forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this

Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

10.0 Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.

10.1. Infringement. Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively “Claims”) alleging that the Service, as used in accordance with this Agreement, infringes such third party’s copyrights or trademarks, or misappropriates such third party’s trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys’ fees) (collectively, “Losses”) to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this LA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee; (b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this LA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor’s entire liability, and Licensee’s exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

10.2. Licensee’s Indemnity. To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee’s breach of this LA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

10.3. Indemnification Procedures and Survival. In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and

costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this LA.

11.0 U.S. Government Rights. The Service is a “commercial item” as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this LA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this LA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this LA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this LA.

12.0 Licensor’s Warranty of Functionality. Licensor warrants that: (i) the EPR will achieve in all material respects the functionality described in Licensor’s online user guides applicable to the EPR procured by Licensee, and (ii) such functionality of the EPR will not be materially decreased during the then-current subscription term. Licensee’s sole and exclusive remedy for Licensor’s breach of this warranty will be to require that Licensor use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this section are made to and for the benefit of Licensee only. Such warranties will only apply if the applicable EPR has been utilized in accordance with the user guides, the LA, and applicable law.

12.1. Disclaimer of Warranties. Except as stated above, Licensor makes no other warranties, express or implied, about the EPR or any service provided by Licensor under the attached Sales Order Form, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

12.2. Waiver of Consequential Damages. Neither party shall be liable for consequential damages, such as lost profits or damages arising from the delay of a plan-review project, on any claim alleging or related to a breach of the LA and/or a Sales Order Form, regardless of the particular legal theories or causes of action. This waiver of consequential damages shall not apply, however, to any claim brought by Licensor against Licensee based on Licensee's unauthorized duplication, distribution, or other misappropriation of Licensor's intellectual property.

12.3. Limitation of Liability. Except for Licensor's indemnity obligations set forth in the LA, Licensor's total aggregate liability arising out of or connected with this Agreement, whether based upon breach of contract, warranty, negligence, misrepresentation or any other cause of action or theory of liability, and to the maximum extent permitted by applicable laws, shall in no case exceed the amount of subscription fees received by Licensor in the twelve (12) months immediately preceding the event from which the liability arises.

13.0 Fees and Payment. Licensor's maintenance and support services are conditioned on Licensor's timely receipt of all subscription fees owed. Payment obligations are non-cancelable and fees paid are non-refundable. The number of authorized Users cannot be decreased during the relevant term stated in the Sales Order Form. Payment of invoices is due within thirty (30) days of receipt.

13.1. Taxes. Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

14.0 Termination for Cause, Expiration. Either party may immediately terminate this LA and all applicable Sales Orders in the event the other party commits a material breach of any provision of this LA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this LA (or such other address that may be provided pursuant to this LA). Upon termination or expiration of this LA, Licensee will have no rights to continue use of the Service. If this LA is terminated by Licensee for any reason other than a termination expressly permitted by this LA, then Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this LA is terminated as a result of

Licensor's breach of this LA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term.

15.0 Termination, Non-Appropriation Clause

Notwithstanding anything contained herein to the contrary, this Agreement shall have an initial term of 12 months, commencing from the date of signature. At the close of each calendar year, the Customer will decide whether to renew the Agreement for the subsequent 12-month term. However, it will be automatically renewed each year for a subsequent 12-month term unless positive action is taken by the Customer to terminate such contract by action of the Mayor and Council prior to such renewal.

16.0 General Provisions on the Integrity of this LA.

Except as otherwise provided herein, this LA may only be amended or modified via a writing signed by both Parties. If any term or provision of this LA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the LA, which will otherwise remain in full force and effect. No waiver of any provision of this LA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this LA will not constitute a waiver of any subsequent breach or right. This LA will be governed by, and construed in accordance with, the substantive laws of the State of Georgia without regard to conflict of law principles. The federal and state courts situated in Cherokee County, Georgia will be the exclusive venue for the resolution of all disputes related to this LA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this LA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this LA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this LA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this LA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this LA, this LA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.



This LA is entered into, and effective as of _____, by and between e-PlanSoft, a California Corporation with its principal place of business at 111 Pacifica, Suite 100 Irvine, CA 92618 (“Licensor”) and, City of Woodstock, GA (“Licensee”), with its principal place of business located at 12453 HWY 92, Woodstock, GA 30188.

The individual signing this LA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.


_____ Licensee	_____ e-PlanSoft
_____ Full name	Paula Montoya _____ Full name
_____ Title	COO _____ Title
_____ Signature	 _____ Signature
_____ Date	8/9/2024 _____ Date

EXHIBIT A: SOFTWARE AS A SERVICE (SaaS) SERVICE LEVEL AGREEMENT

e-PlanSoft (“The Company”) agrees to provide 99.5% uptime with respect to the Client’s Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for eplansoft REVIEW (EPR) and *goPost* Customer Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off the hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client’s account.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday’s from 5am -6pm Pacific, excluding holidays.

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company’s Client Support Department.

1. On Line Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.
2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
 - a. Access to the e-PlanSoft online ticketing system.
 - b. All support tickets and bug reports will be recorded in the ticketing system.
 - c. The Company will only respond to incidents reported via the online ticketing system.

- d. Client will receive an e-mail with the assigned ticket number.
- e. Bug Ticket Priority and Severity will be determined by the definitions below.
- f. Support Tickets will be responded to in the order received. Initial confirmation response will occur within an Hour
- g. Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.

3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Critical bug occurring on production system preventing business operations. <u>A large number of users</u> are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is an client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Major bug occurring on production system severely impacting business. A large number of users are impacted by issue, but they are still able to work in a limited capacity.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	A bug causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	A bug occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:

Bug - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.

Enhancement Request - A enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.

Technical Support - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.

Primary Customer Contact:

Bill To:
 Agency Name: City of Woodstock, GA
 Address:

Contact: Tracey Albers
 Email: talbers@woodstockga.gov
 Phone: 770-592-6000 ext. 1600

Order Form Effective Date: Date of Signature in License Agreement (LA)

Term: The term is for three years per contract terms and begins as of contract signature date.

Payment Terms: Due in full upon execution of this Order Form.

FEE SCHEDULE:

Year	Item	Quantity	Unit Price	Total
1	Full Name License	10	\$1000	\$10,000
1	Services	88.6	\$91.98	\$8,150
2	Full Name License	10	\$1030	\$10,300
2	Services	88.6	\$91.98	\$8,150
3	Full Name License	10	\$1060.90	\$10,609
3	Services	88.6	\$91.98	\$8,150

<p>Woodstock, GA 12453 Georgia 92 Woodstock, GA 30188</p> <p>Tracy Albers talbers@woodstockga.gov 770-592-6000 ext. 1600</p>	<p>Quote created: May 9, 2024 Quote expires: July 8, 2024 Quote created by: Adam Griffen Sales Director adam@eplansoft.com +13366718461</p>
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Cost breakdown for years 1, 2, and 3.

Products & Services

Item & Description	Quantity	Unit Price	Discount	Total
Total Cost - Year 1	1	\$18,166.00		\$18,166.00
Total Cost - Year 2	1	\$18,466.00		\$18,466.00
Total Cost - Year 3	1	\$18,775.00		\$18,775.00
		One-time subtotal		\$55,407.00
		Total		\$55,407.00

Terms

- This Quote is governed by the e-PlanSoft License Agreement.
- Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
- Subscription License Fees are subject to an annual adjustment of 3%.
- Subscription fees and escalation rate can be adjusted based on multiyear term agreements and or pre-paid annual fees.
- Subscription fees are due at time of signing.
- Professional services fees due based on Payment Schedule contained in the Sales Order
- Travel expenses & Per Diem billed at Cost.

Questions? Contact me



Adam Griffen
Sales Director
adam@eplansoft.com
+13366718461

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United States



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Prepared by
Lisa Lopez

STATEMENT OF WORK

Prepared for:

Tracy Albers
Community Development Director
City of Woodstock, GA

Date:
05/09/2024

Phone: 770-592-6000 ext. 1600

Email: talbers@woodstockga.gov

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Product Overview

e-PlanREVIEW

e-PlanREVIEW (**EPR**) is an industry-leading, cloud based collaborative platform for team-based design review and permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement.

EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping, and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews.

This Scope of Work describes our cloud-hosted deployment of e-PlanREVIEW (**EPR**). After completion of this project, EPR will provide the following functionality:

1. Create and manage basic *permit* data, plan review *documents* and plan review *assignments* in EPR.
 - a. Incoming plan review documents are evaluated by our *Scout PDF Inspector*.
 - b. Documents not approved by *PDF Scout Inspector Tool (PDF Scout)* will not be accepted for electronic plan review.
2. Route incoming plan review documents to the appropriate departments/users.
3. Conduct web-based, simultaneous plan reviews.
4. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
5. Generate template Correction Reports.
6. Return 'reviewed plans', correction reports and any supporting document to the Applicant.
7. Notify staff members when all plan review assignments have been completed.
8. Ability to download approved plans to your network for long-term retention.
9. Intake 'corrected plan sets' from the Applicant for back check.
 - a. Associate existing markups and comments to the most recent document version.
 - b. Reset existing assignments to a 'Not Started' status.
10. Apply electronic 'stamps' to the reviewed plans, as appropriate.
11. Utilize EPR for *paper plan reviews*.

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by e-PlanSoft™ (“e-Plan”) to the Agency, for a cloud hosted deployment of e-PlanREVIEW (**EPR**).

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

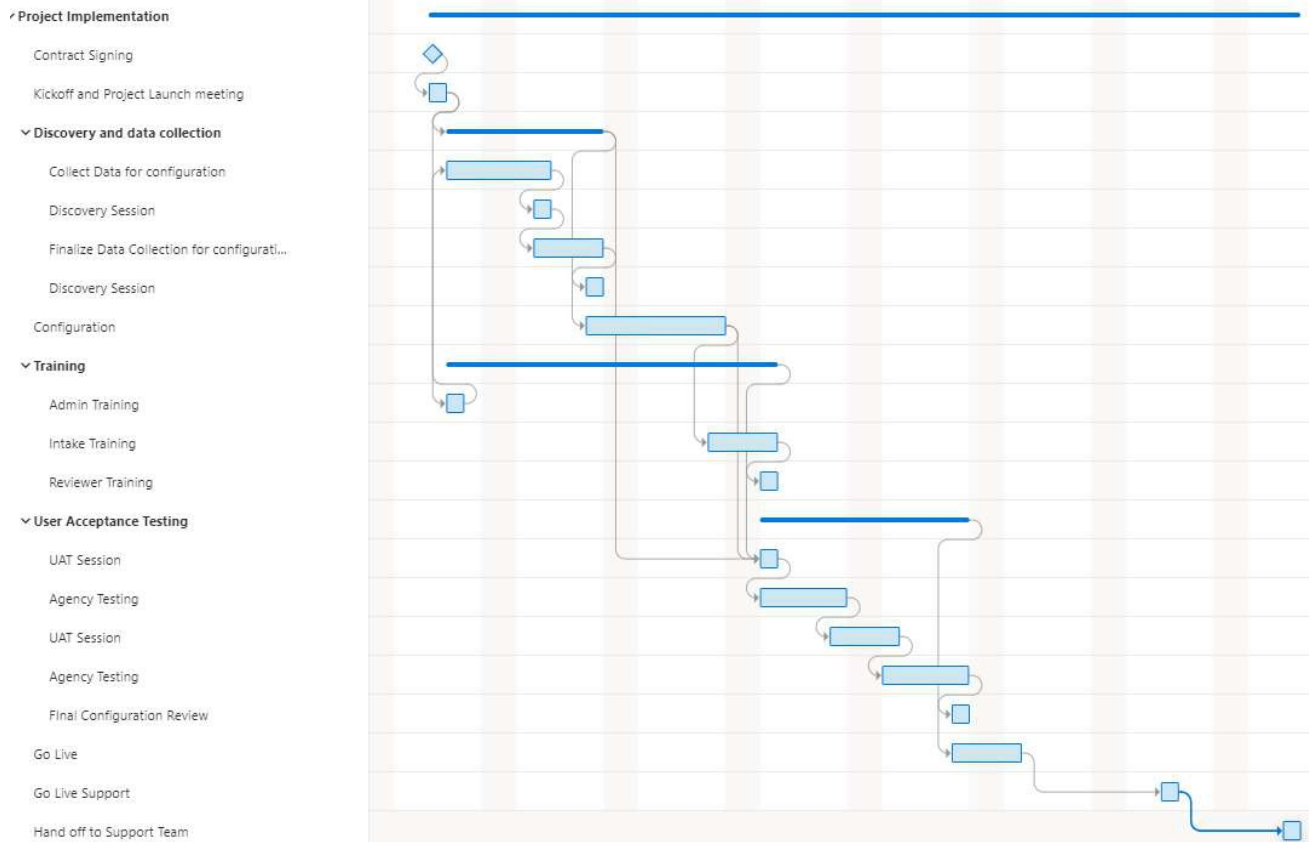
We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project’s critical path after the detailed project plan has been developed and prior to the start of the project. The project’s critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project’s critical path. This does not account for activities that may occur in parallel but does not contribute to the project’s critical path.

The project team will schedule conference calls for the project activities. In addition, an updated schedule and an updated progress report that includes the following will be provided:

1. Activities completed within the current reporting period.
2. Activities planned for the next reporting period.
3. Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
4. Issues or problems requiring resolution.
5. The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

Sample Project Plan



The e-PlanSoft Project Team

The following e-Plan personnel will be assigned to ensure the successful completion of this project for the Client:

Role	Responsibilities
Project Manager	Responsible for overseeing all aspects of the solution, both from a business and technical perspective. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Implementation Consultant	Assists with product configuration and participates in end user training sessions
Technical Support	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.

The Client Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the chart below is understood.

The core team should be comprised of *subject matter experts* (SME's).

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department/Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.
Contributors	Individuals who will collaborate with the Reviewers to discuss/respond to issues, but who will not conduct plan review.

Estimated level of efforts for Agency staff during project implementation

Activity	Agency Level of effort
Kickoff and Project Launch meeting	2-3 hours for core team
Discovery and data collection	35-55 hours for core team per department/section/group (e.g., Building, Planning, Public Works)
Configuration	2 hours if EPR is building the entire solution 8-24 hours if Agency Admins is participating in building solution
Admin Training	3 hours of training for admin users
Intake Training	3 hours of training for intake clerks
Reviewer Training	3 hours of training for plan reviewers
User Acceptance Testing	25-60 hours per user participating in acceptance testing for each department/section/group (e.g., Building, Planning, Public Works)
Go Live Support	2-8 hours for core team meetings
Hand off to Support Team	1-2 hours for core team

Project Milestones

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed “big bang” approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. [Contract Acceptance](#)
2. [Implementation](#)
3. [Go Live](#)

Agency Acceptance Criteria

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the de facto acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

Milestones

Contract Acceptance

Upon signature of the contract, the first milestone is complete. Following formal acceptance of the Contract/Purchase Order, the e-Plan project manager will coordinate the Project Kickoff and Launch meetings with the Client.

Implementation

Project Kickoff and Launch

The project kickoff meeting is a formal meeting that includes Client project stakeholders, Client executives, Client staff as well as the e-Plan Sales and project team members.

During this 2-hour presentation, we will review the high-level project plan, discuss the short, and long-term goals, and generally describe EPR. This open forum is an excellent opportunity for the Client executives to ‘rally’ the staff and set expectations for the what the finished implementation will deliver.

In the *Project Launch* meeting, the e-Plan project manager and core Client personnel shall meet remotely to discuss the following.

1. Identify the Project Manager who has deep expertise in the Client’s internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. Review terminology regarding project workflow status, assignment status, document cycles, etc. used in-house is identified to ensure that EPR is configured to use the same terminology.
3. Another item for discussion will be to define how and where electronic documents will be

archived for long term retention.

4. Identify the Client's subject matter experts (the project team) who will participate in the product configuration and user acceptance testing (UAT).
5. Discuss and confirm the Project Timeline schedule for each milestone and all deliverables.
6. Confirm the schedule for remote project meetings.
7. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

e-PlanSoft Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities
- Complete Baseline Project Plan, Project Status Report Template, and Project Initiation Presentation deliverables with input from appropriate Agency resources

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to e-PlanSoft requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Virtual Kickoff and other remote activities.

Discovery

Following the project kick off presentation, the *Discovery* milestone is dedicated to collecting information needed for configuring the products to conduct the training and rollout of EPR.

It has several steps and components:

- The Client shall gather the following deliverables*, listed below, in the format provided by e-PlanSoft. This information will be used to configure EPR and user acceptance testing (**UAT**).
 1. List of all records/applications/projects/permits.
 2. An updated staff organizational chart for the departments/agencies involved in the project.
 3. Usernames, user roles, department/agency affiliation, user email and phone number.
 4. A sample representative document(s) for the Correction Report letter in Word format.
 5. A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
 - a. PNG images with transparent backgrounds are recommended.
 6. Standard Comments/Checklists in Excel format to be uploaded into the EPR Standard Comment Library, via an [XLS template](#) provided by e-Plan.
 7. A Client email account (for example: donotreply@domainname.com) that EPR can use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

e-PlanSoft Responsibilities:

- Provide EPR expertise.

Agency Responsibilities:

- Provide lists of requested data

Configuration

Tasks include:

1. Creation of **User accounts**, no more than **10** created.
2. Confirm the **EPR groups** (departments/agencies), no more than **30** created.
3. Configure the EPR application and **project type lists**, no more than **30** created.
4. Configure **Correction Report template**, no more than **1** created.
5. Upload standard comments into the **EPR Comment Library**, no more than **50** created.
6. Configure the EPR color scheme '**branding**' and login page landing image.
7. Upload Electronic **stamps** (.PNG format) and assign them to the appropriate Reviewers, no more than **5** created.
8. Confirm/configure the EPR **permission** settings.
9. Enter the Client **email** account that EPR will use to send automated emails to Client staff. For example: *DoNotReply@Clientdomain.org*
10. Create sample projects and upload sample plans for training of Client staff. Plans shall meet electronic submittal requirements.

During the completion of this milestone, the Client will validate that configuration for EPR is complete. The project schedule will be updated to indicate the completion of the Configuration milestone.

e-PlanSoft Responsibilities:

- Complete EPR Configuration

Agency Responsibilities:

- Validate EPR Configuration

Training

e-PlanSoft will provide comprehensive training for EPR users per the course outline below. Training is offered as follows:

Course Description	Intended Audience	Sessions
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators	1
EPR training for Intake and Deliverables: PDF Scout inspector and OCR. Preparing Correction reports and project deliverables.	Permit Intake staff, Group managers, Permit QA Supervisors	1
EPR training for Reviewers: Performing plan review. Plan review using <i>paper-based</i> plans. Preparing Correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors.	2

*Additional training is available at the rate indicated on your Purchase Order/Sales Order.

Training Materials

EPR online help can be accessed from within the products by selecting the help icon. Several training videos for users of the EPR Review page are available.

Training Environment

To facilitate the best possible experience for web training, user should have available:

1. Workstations/laptop for each trainee
 - a. Latest version of Chrome.
 - b. 27-inch monitors.
2. A communication device such as a phone, headset, or microphone and speakers.
3. A maximum class size of 15 users is recommended to complete the training in the time allotted.

Once training has been completed, this milestone will be complete. The project schedule will be updated to indicate the completion of the Training milestone.

User Acceptance Testing (UAT)

In this milestone, the core project team will devote a dedicated period to testing the full process from end to end in EPR. Requirements on the Agency for UAT testing are typically .5-1 hour of testing per record/permit type. The desired goal is to confirm the configuration is working properly.

UAT For EPR

Testing EPR includes the following:

1. Submitting the project in EPR
2. Confirming *optical character recognition* (OCR) of the sheet numbers on the incoming plans.
3. Performing plan review including adding comments, markups, stamps, measurements.
4. Generating a Correction Report.
5. Preparing a deliverable package.
6. Sending deliverable package from EPR to applicant.
7. Resubmitting plans in EPR.
8. Accepting and routing the next submittal to the plan reviewers.
9. Stamping the final approved set of plans.
10. Downloading the approved final set for long term retention.
11. Sending the Approved deliverable from EPR to applicant
12. Closing the project record

The Client needs to test every record and workflow process to be successful.

During User Acceptance testing, the Agency can expect to spend .5-1 hour per person, per record for testing all the EPR processes. For example, if an Agency has 50 permit types to test it will take **one person** anywhere from 25 hours (3 days) to 50 hours (1.25 weeks).

e-PlanSoft Responsibilities:

- Provide timely responses to Agency's UAT bugs and questions.
- Fix all go-live critical bugs and log bugs not being fixed and provide a mitigation plan on when bug will be resolved.

Agency Responsibilities:

- Identify Test cases for UAT.
- Perform UAT and provide signoff.

Once UAT has been completed, this milestone will be completed.

The project schedule will be updated to indicate the completion of the UAT milestone.

Go Live

Final Preparation

This stage includes the steps necessary to prepare the EPR environment for launch and put into active use. It marks a significant transition from the development and testing phase to the live production environment. Final preparations, including all development and modifications to the core system have been approved and customers and staff are preparing for cutover and go live.

A smoke test will be performed in your production environment to test core functionality.

Go Live and Support

This phase occurs right after the system goes live. In the initial two weeks post-launch, e-PlanSoft commits to supporting the rollout. A seamless transition is anticipated, assuming User Acceptance Testing (UAT) and end-user training have been effectively completed, and the internal customer process experts are prepared for the live operation and subsequent support handover.

Communication

We recommend the client organize a client-wide communication event regarding the acceptance of electronic plan reviews. Announce the go-live date and update the client website with the latest information.

Post Go Live Support

e-PlanSoft delivers continuous support throughout the project's duration. Our dedicated implementation team, in collaboration with our support staff, offers two weeks of comprehensive support following the go-live date. After this initial support period, a formal handoff to our permanent support team is conducted, highlighted by an official presentation from our Client Success Manager. Following the handoff, e-PlanSoft arranges regular meetings with the client to provide ongoing support sessions, ensuring smooth operations and addressing any potential issues.

This completes the implementation of the project. All milestone deliverables are complete.

e-PlanSoft Responsibilities:

- Ensure Production environments are functional and ready for Agency Launch
- Provide post go live support for 2 weeks
- Hand off Agency to EPR support team

Agency Responsibilities:

- Participate in production smoke test prior to launch, to confirm environment functionality.
- Participate in post go live support meetings
- Participate in EPR support team handoff meeting

Key Assumptions

1. The Client shall provide the required documentation for configuring the product as specified in this SOW.
2. The e-Plan Project Manager and Client POC will schedule calls as required for this project.
3. The Client **commits the necessary staff and dedicated resources** be available for the agreed upon project schedule Timeline.
4. Delays to the project caused by staff unavailability will negatively impact on the project schedule.

Plan Review Workstations

1. EPR is supported on the *Chrome* and *EDGE* browsers although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Reader* be installed on workstations.
4. EPR Reviewers should have at minimum, two 27" + inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two 27-inch+ monitors is recommended.

Permit Intake Workstations

1. EPR is supported on the *Chrome* and *EDGE browsers* although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Pro* be installed on the Permit Intake workstations.

This document includes a non-exhaustive summary of basic workstation requirements. For full e-PlanREVIEW workstation requirements refer to [User Workstation Requirements](#).

Scope Change and Change Orders

The purpose of Scope Change is to define the process that will be utilized to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critical examination within the context of scope, cost, and schedule management.

When a project's scope undergoes modification the project team must assess the impact on timelines, resources, and overall objectives. The Change Order Process is defined as anything that changes the Statement of Work, duration of the project, or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarifies impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

1. All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mail will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected, and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required because of this change (i.e., internal contract change documents).
2. In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
3. Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
4. Hourly rates defined in your Purchase Order/Sales Order will apply.

Change Order Form

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)
Urgency Level: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:
Description of Change:
Impact of Change(s):
Impact on Resources:
Impact on Schedule:
Impact on Requirements:
Impact on Cost:
Assumptions / Risks:
Alternatives to Proposed Change(s) (if any):
SUMMARY of Total Impact of Change
Resources:
Schedule:
Requirements:
Cost:

E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS

LICENSING AGREEMENT

e-Plan, Inc. (“Licensor”) is a provider of electronic plan review software as a service (“EPR”). As used herein, “EPR” includes all of Licensor’s software products, including without limitation e-PlanREVIEW® and goPost™ Public Portal.

This non-exclusive Licensing Agreement (“LA”), entered into between Licensor and City of Woodstock, GA (“Licensee”), governs Licensee’s use of the EPR.

Licensor and Licensee (“the Parties”) may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this LA shall control and prevail over any conflicting terms or conditions.

1.0 Contract Documents. This LA incorporates Licensor’s Statement of Work dated 5/9/2024, and also incorporates the attached Sales Order form in its entirety, including its exhibits, and Exhibit A “Software as a Service (SaaS) Service Level Agreement.” This LA also incorporates any future Sales Orders entered into by the Parties during the term of this LA.

2.0 Key Definitions

- 2.1. “Service”** means, collectively, Licensor’s EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.
- 2.2. “Sales Order”** means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.
- 2.3. “User” or “Users”** means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.
- 2.4. “Licensee Data”** means all electronic data or information submitted to and stored in the Service by Users.

3.0 Non-Exclusive License and Licensor Intellectual Property Rights. Licensee’s access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual

property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this LA, the rights granted to Licensee do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

4.0 Access to the Service by Designated Users. Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.

4.1. Alterations to User Accounts. If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.

4.2. Unauthorized Access. Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.

4.3. Audit of Authorized Users. Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this LA and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.

5.0 General Terms of Service. Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is

responsible for all activities conducted under its User logins and for its Users' compliance with this LA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this LA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this LA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

6.0 Scope of Technical Support; Service Level Agreement. Licensor will provide all maintenance and technical support for the EPR. Licensor's Service Level Agreement ("SLA") is attached hereto as Exhibit A, and sets forth Licensor's obligations in this regard. In addition, Licensor will provide Licensee with online help documentation and other online resources to assist Licensee in its use of the Service.

6.1. Training. Licensee shall ensure that one or more designated Users have been trained and or certified in the use of Service. Such training should be provided by either Licensor or Licensor-certified trainers. If Licensee uses the service without at least one properly trained User, Licensor reserves the right to withhold any technical support services. The intent of this provision is to ensure that Licensor is not required to provide excessive levels of support service due to Licensee's lack of training.

7.0 Transmission, Maintenance, and Confidentiality of Data

7.1. Transmission of Data. Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date "browser" software to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee's account. Licensor will act as though any Electronic Communications it receives under Licensee's passwords, user name, and/or account number will have been sent by Licensee.

7.2. Licensee Data

7.2.1. As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee's data.

7.2.2. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.

7.2.3. Following expiration or termination of any Sales Order and/or this LA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

7.3. HIPAA. Licensee agrees that: (i) Licensor is not acting on Licensee's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.

8.0 Modifications and Discontinuation of Service

8.1. To the Service. Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee's then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.

8.2. To Applicable Terms. If Licensor makes a material change to any applicable terms of this LA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee's account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via mchegini@eplansoft.com within thirty (30) days after receiving notice of the

change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor's then current version of this LA.

8.3. Suspension for Ongoing Harm. Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee's Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.

9.0 Third-Party Applications. "Third-Party Applications" include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee's use of the Service. Except as expressly set forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this

Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

10.0 Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.

10.1. Infringement. Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this LA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee; (b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this LA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor's entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

10.2. Licensee's Indemnity. To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee's breach of this LA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

10.3. Indemnification Procedures and Survival. In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and

costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this LA.

11.0 U.S. Government Rights. The Service is a “commercial item” as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this LA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this LA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this LA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this LA.

12.0 Licensor’s Warranty of Functionality. Licensor warrants that: (i) the EPR will achieve in all material respects the functionality described in Licensor’s online user guides applicable to the EPR procured by Licensee, and (ii) such functionality of the EPR will not be materially decreased during the then-current subscription term. Licensee’s sole and exclusive remedy for Licensor’s breach of this warranty will be to require that Licensor use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this section are made to and for the benefit of Licensee only. Such warranties will only apply if the applicable EPR has been utilized in accordance with the user guides, the LA, and applicable law.

12.1. Disclaimer of Warranties. Except as stated above, Licensor makes no other warranties, express or implied, about the EPR or any service provided by Licensor under the attached Sales Order Form, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

12.2. Waiver of Consequential Damages. Neither party shall be liable for consequential damages, such as lost profits or damages arising from the delay of a plan-review project, on any claim alleging or related to a breach of the LA and/or a Sales Order Form, regardless of the particular legal theories or causes of action. This waiver of consequential damages shall not apply, however, to any claim brought by Licensor against Licensee based on Licensee's unauthorized duplication, distribution, or other misappropriation of Licensor's intellectual property.

12.3. Limitation of Liability. Except for Licensor's indemnity obligations set forth in the LA, Licensor's total aggregate liability arising out of or connected with this Agreement, whether based upon breach of contract, warranty, negligence, misrepresentation or any other cause of action or theory of liability, and to the maximum extent permitted by applicable laws, shall in no case exceed the amount of subscription fees received by Licensor in the twelve (12) months immediately preceding the event from which the liability arises.

13.0 Fees and Payment. Licensor's maintenance and support services are conditioned on Licensor's timely receipt of all subscription fees owed. Payment obligations are non-cancelable and fees paid are non-refundable. The number of authorized Users cannot be decreased during the relevant term stated in the Sales Order Form. Payment of invoices is due within thirty (30) days of receipt.

13.1. Taxes. Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

14.0 Termination for Cause, Expiration. Either party may immediately terminate this LA and all applicable Sales Orders in the event the other party commits a material breach of any provision of this LA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this LA (or such other address that may be provided pursuant to this LA). Upon termination or expiration of this LA, Licensee will have no rights to continue use of the Service. If this LA is terminated by Licensee for any reason other than a termination expressly permitted by this LA, then Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this LA is terminated as a result of

Licensor's breach of this LA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term.

15.0 Termination, Non-Appropriation Clause

Notwithstanding anything contained herein to the contrary, this Agreement shall have an initial term of 12 months, commencing from the date of signature. At the close of each calendar year, the Customer will decide whether to renew the Agreement for the subsequent 12-month term. However, it will be automatically renewed each year for a subsequent 12-month term unless positive action is taken by the Customer to terminate such contract by action of the Mayor and Council prior to such renewal.

16.0 General Provisions on the Integrity of this LA.

Except as otherwise provided herein, this LA may only be amended or modified via a writing signed by both Parties. If any term or provision of this LA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the LA, which will otherwise remain in full force and effect. No waiver of any provision of this LA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this LA will not constitute a waiver of any subsequent breach or right. This LA will be governed by, and construed in accordance with, the substantive laws of the State of Georgia without regard to conflict of law principles. The federal and state courts situated in Cherokee County, Georgia will be the exclusive venue for the resolution of all disputes related to this LA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this LA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this LA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this LA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this LA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this LA, this LA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.



This LA is entered into, and effective as of _____, by and between e-PlanSoft, a California Corporation with its principal place of business at 111 Pacifica, Suite 100 Irvine, CA 92618 (“Licensor”) and, City of Woodstock, GA (“Licensee”), with its principal place of business located at 12453 HWY 92, Woodstock, GA 30188.

The individual signing this LA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.


_____	_____
Licensee	e-PlanSoft
_____	Paula Montoya
Full name	Full name
_____	COO
Title	Title
_____	
Signature	Signature
_____	8/9/2024
Date	Date

EXHIBIT A: SOFTWARE AS A SERVICE (SaaS) SERVICE LEVEL AGREEMENT

e-PlanSoft (“The Company”) agrees to provide 99.5% uptime with respect to the Client’s Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for eplansoft REVIEW (EPR) and *goPost* Customer Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off the hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client’s account.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday’s from 5am -6pm Pacific, excluding holidays.

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company’s Client Support Department.

1. On Line Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.
2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
 - a. Access to the e-PlanSoft online ticketing system.
 - b. All support tickets and bug reports will be recorded in the ticketing system.
 - c. The Company will only respond to incidents reported via the online ticketing system.

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- d. Client will receive an e-mail with the assigned ticket number.
- e. Bug Ticket Priority and Severity will be determined by the definitions below.
- f. Support Tickets will be responded to in the order received. Initial confirmation response will occur within an Hour
- g. Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.

3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Critical bug occurring on production system preventing business operations. <u>A large number of users</u> are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is a client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Major bug occurring on production system severely impacting business. A large number of users are impacted by issue, but they are still able to work in a limited capacity.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	A bug causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	A bug occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:

Bug - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.

Enhancement Request - A enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.

Technical Support - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.

Primary Customer Contact:

Bill To:
 Agency Name: City of Woodstock, GA
 Address:

Contact: Tracey Albers
 Email: talbers@woodstockga.gov
 Phone: 770-592-6000 ext. 1600

Order Form Effective Date: Date of Signature in License Agreement (LA)

Term: The term is for three years per contract terms and begins as of contract signature date.

Payment Terms: Due in full upon execution of this Order Form.

FEE SCHEDULE:

Year	Item	Quantity	Unit Price	Total
1	Full Name License	10	\$1000	\$10,000
1	Services	88.6	\$91.98	\$8,150
2	Full Name License	10	\$1030	\$10,300
2	Services	88.6	\$91.98	\$8,150
3	Full Name License	10	\$1060.90	\$10,609
3	Services	88.6	\$91.98	\$8,150

<p>Woodstock, GA 12453 Georgia 92 Woodstock, GA 30188</p> <p>Tracy Albers talbers@woodstockga.gov 770-592-6000 ext. 1600</p>	<p>Quote created: May 9, 2024 Quote expires: July 8, 2024 Quote created by: Adam Griffen Sales Director adam@eplansoft.com +13366718461</p>
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Cost breakdown for years 1, 2, and 3.

Products & Services

Item & Description	Quantity	Unit Price	Discount	Total
Total Cost - Year 1	1	\$18,166.00		\$18,166.00
Total Cost - Year 2	1	\$18,466.00		\$18,466.00
Total Cost - Year 3	1	\$18,775.00		\$18,775.00
		One-time subtotal		\$55,407.00
		Total		\$55,407.00

Terms

- This Quote is governed by the e-PlanSoft License Agreement.
- Subscription License fees are charged annually and include cloud hosting, feature releases, product updates, user documentation, telephone, email, and online support.
- Subscription License Fees are subject to an annual adjustment of 3%.
- Subscription fees and escalation rate can be adjusted based on multiyear term agreements and or pre-paid annual fees.
- Subscription fees are due at time of signing.
- Professional services fees due based on Payment Schedule contained in the Sales Order
- Travel expenses & Per Diem billed at Cost.

Questions? Contact me



Adam Griffen
Sales Director
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Prepared by
Lisa Lopez

STATEMENT OF WORK

Prepared for:

Tracy Albers
Community Development Director
City of Woodstock, GA

Date:
05/09/2024

Phone: 770-592-6000 ext. 1600

Email: talbers@woodstockga.gov

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Product Overview

e-PlanREVIEW

e-PlanREVIEW (**EPR**) is an industry-leading, cloud based collaborative platform for team-based design review and permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement.

EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping, and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews.

This Scope of Work describes our cloud-hosted deployment of e-PlanREVIEW (**EPR**). After completion of this project, EPR will provide the following functionality:

1. Create and manage basic *permit* data, plan review *documents* and plan review *assignments* in EPR.
 - a. Incoming plan review documents are evaluated by our *Scout PDF Inspector*.
 - b. Documents not approved by *PDF Scout Inspector Tool (PDF Scout)* will not be accepted for electronic plan review.
2. Route incoming plan review documents to the appropriate departments/users.
3. Conduct web-based, simultaneous plan reviews.
4. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
5. Generate template Correction Reports.
6. Return 'reviewed plans', correction reports and any supporting document to the Applicant.
7. Notify staff members when all plan review assignments have been completed.
8. Ability to download approved plans to your network for long-term retention.
9. Intake 'corrected plan sets' from the Applicant for back check.
 - a. Associate existing markups and comments to the most recent document version.
 - b. Reset existing assignments to a 'Not Started' status.
10. Apply electronic 'stamps' to the reviewed plans, as appropriate.
11. Utilize EPR for *paper plan reviews*.

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the “Services”) to be provided by e-PlanSoft™ (“e-Plan”) to the Agency, for a cloud hosted deployment of e-PlanREVIEW (**EPR**).

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

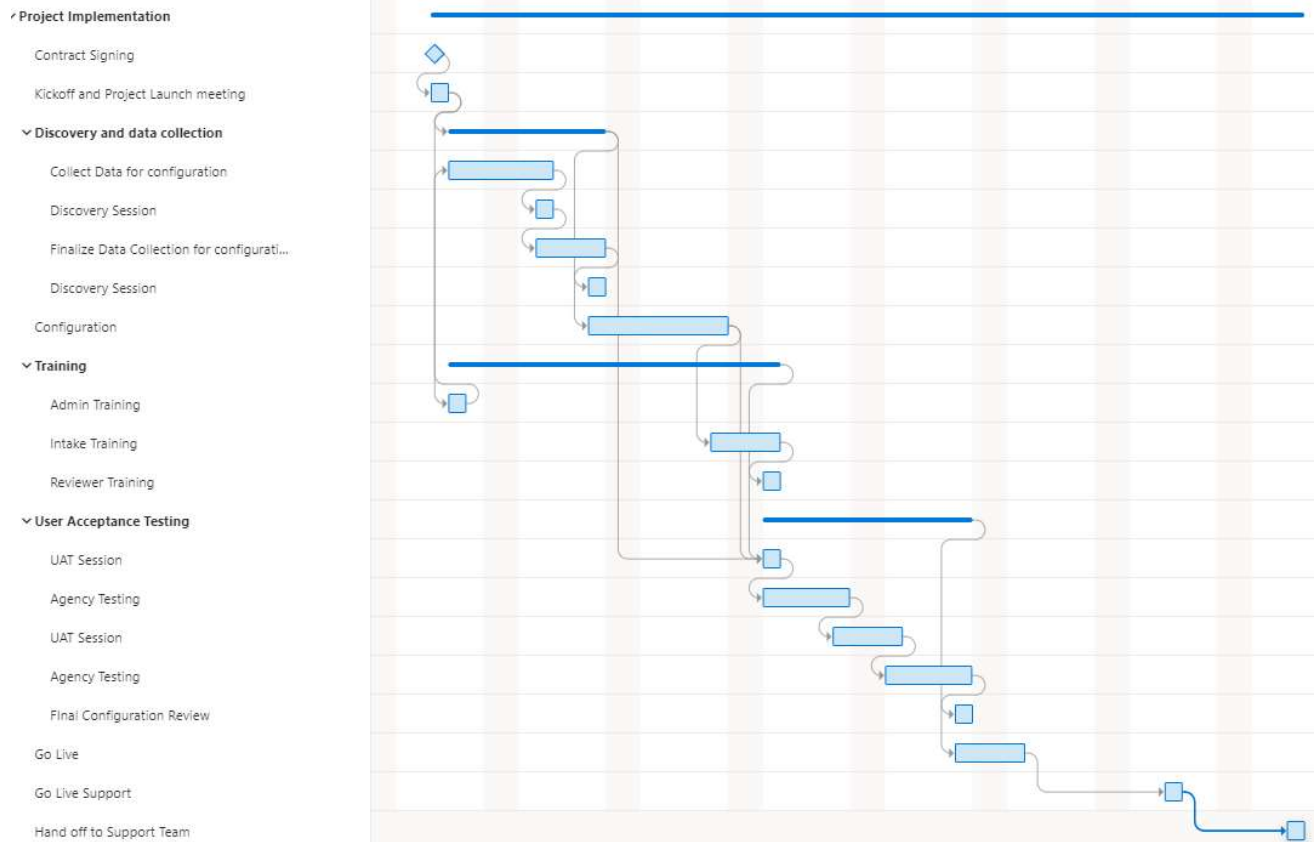
We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project’s critical path after the detailed project plan has been developed and prior to the start of the project. The project’s critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project’s critical path. This does not account for activities that may occur in parallel but does not contribute to the project’s critical path.

The project team will schedule conference calls for the project activities. In addition, an updated schedule and an updated progress report that includes the following will be provided:

1. Activities completed within the current reporting period.
2. Activities planned for the next reporting period.
3. Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
4. Issues or problems requiring resolution.
5. The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

Sample Project Plan



The e-PlanSoft Project Team

The following e-Plan personnel will be assigned to ensure the successful completion of this project for the Client:

Role	Responsibilities
Project Manager	Responsible for overseeing all aspects of the solution, both from a business and technical perspective. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Implementation Consultant	Assists with product configuration and participates in end user training sessions
Technical Support	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.

The Client Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the chart below is understood.

The core team should be comprised of *subject matter experts* (SME's).

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department/Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.
Contributors	Individuals who will collaborate with the Reviewers to discuss/respond to issues, but who will not conduct plan review.

Estimated level of efforts for Agency staff during project implementation

Activity	Agency Level of effort
Kickoff and Project Launch meeting	2-3 hours for core team
Discovery and data collection	35-55 hours for core team per department/section/group (e.g., Building, Planning, Public Works)
Configuration	2 hours if EPR is building the entire solution 8-24 hours if Agency Admins is participating in building solution
Admin Training	3 hours of training for admin users
Intake Training	3 hours of training for intake clerks
Reviewer Training	3 hours of training for plan reviewers
User Acceptance Testing	25-60 hours per user participating in acceptance testing for each department/section/group (e.g., Building, Planning, Public Works)
Go Live Support	2-8 hours for core team meetings
Hand off to Support Team	1-2 hours for core team

Project Milestones

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed “big bang” approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. [Contract Acceptance](#)
2. [Implementation](#)
3. [Go Live](#)

Agency Acceptance Criteria

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the de facto acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

Milestones

Contract Acceptance

Upon signature of the contract, the first milestone is complete. Following formal acceptance of the Contract/Purchase Order, the e-Plan project manager will coordinate the Project Kickoff and Launch meetings with the Client.

Implementation

Project Kickoff and Launch

The project kickoff meeting is a formal meeting that includes Client project stakeholders, Client executives, Client staff as well as the e-Plan Sales and project team members.

During this 2-hour presentation, we will review the high-level project plan, discuss the short, and long-term goals, and generally describe EPR. This open forum is an excellent opportunity for the Client executives to ‘rally’ the staff and set expectations for the what the finished implementation will deliver.

In the *Project Launch* meeting, the e-Plan project manager and core Client personnel shall meet remotely to discuss the following.

1. Identify the Project Manager who has deep expertise in the Client’s internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. Review terminology regarding project workflow status, assignment status, document cycles, etc. used in-house is identified to ensure that EPR is configured to use the same terminology.
3. Another item for discussion will be to define how and where electronic documents will be

archived for long term retention.

4. Identify the Client's subject matter experts (the project team) who will participate in the product configuration and user acceptance testing (UAT).
5. Discuss and confirm the Project Timeline schedule for each milestone and all deliverables.
6. Confirm the schedule for remote project meetings.
7. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

e-PlanSoft Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities
- Complete Baseline Project Plan, Project Status Report Template, and Project Initiation Presentation deliverables with input from appropriate Agency resources

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to e-PlanSoft requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Virtual Kickoff and other remote activities.

Discovery

Following the project kick off presentation, the *Discovery* milestone is dedicated to collecting information needed for configuring the products to conduct the training and rollout of EPR.

It has several steps and components:

- The Client shall gather the following deliverables*, listed below, in the format provided by e-PlanSoft. This information will be used to configure EPR and user acceptance testing (**UAT**).
 1. List of all records/applications/projects/permits.
 2. An updated staff organizational chart for the departments/agencies involved in the project.
 3. Usernames, user roles, department/agency affiliation, user email and phone number.
 4. A sample representative document(s) for the Correction Report letter in Word format.
 5. A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
 - a. PNG images with transparent backgrounds are recommended.
 6. Standard Comments/Checklists in Excel format to be uploaded into the EPR Standard Comment Library, via an [XLS template](#) provided by e-Plan.
 7. A Client email account (for example: donotreply@domainname.com) that EPR can use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

e-PlanSoft Responsibilities:

- Provide EPR expertise.

Agency Responsibilities:

- Provide lists of requested data

Configuration

Tasks include:

1. Creation of **User accounts**, no more than **10** created.
2. Confirm the **EPR groups** (departments/agencies), no more than **30** created.
3. Configure the EPR application and **project type lists**, no more than **30** created.
4. Configure **Correction Report template**, no more than **1** created.
5. Upload standard comments into the **EPR Comment Library**, no more than **50** created.
6. Configure the EPR color scheme '**branding**' and login page landing image.
7. Upload Electronic **stamps** (.PNG format) and assign them to the appropriate Reviewers, no more than **5** created.
8. Confirm/configure the EPR **permission** settings.
9. Enter the Client **email** account that EPR will use to send automated emails to Client staff. For example: *DoNotReply@Clientdomain.org*
10. Create sample projects and upload sample plans for training of Client staff. Plans shall meet electronic submittal requirements.

During the completion of this milestone, the Client will validate that configuration for EPR is complete. The project schedule will be updated to indicate the completion of the Configuration milestone.

e-PlanSoft Responsibilities:

- Complete EPR Configuration

Agency Responsibilities:

- Validate EPR Configuration

Training

e-PlanSoft will provide comprehensive training for EPR users per the course outline below. Training is offered as follows:

Course Description	Intended Audience	Sessions
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators	1
EPR training for Intake and Deliverables: PDF Scout inspector and OCR. Preparing Correction reports and project deliverables.	Permit Intake staff, Group managers, Permit QA Supervisors	1
EPR training for Reviewers: Performing plan review. Plan review using <i>paper-based</i> plans. Preparing Correction reports and project deliverables.	Reviewers, Group managers, Permit QA Supervisors.	2

*Additional training is available at the rate indicated on your Purchase Order/Sales Order.

Training Materials

EPR online help can be accessed from within the products by selecting the help icon. Several training videos for users of the EPR Review page are available.

Training Environment

To facilitate the best possible experience for web training, user should have available:

1. Workstations/laptop for each trainee
 - a. Latest version of Chrome.
 - b. 27-inch monitors.
2. A communication device such as a phone, headset, or microphone and speakers.
3. A maximum class size of 15 users is recommended to complete the training in the time allotted.

Once training has been completed, this milestone will be complete. The project schedule will be updated to indicate the completion of the Training milestone.

User Acceptance Testing (UAT)

In this milestone, the core project team will devote a dedicated period to testing the full process from end to end in EPR. Requirements on the Agency for UAT testing are typically .5-1 hour of testing per record/permit type. The desired goal is to confirm the configuration is working properly.

UAT For EPR

Testing EPR includes the following:

1. Submitting the project in EPR
2. Confirming *optical character recognition* (OCR) of the sheet numbers on the incoming plans.
3. Performing plan review including adding comments, markups, stamps, measurements.
4. Generating a Correction Report.
5. Preparing a deliverable package.
6. Sending deliverable package from EPR to applicant.
7. Resubmitting plans in EPR.
8. Accepting and routing the next submittal to the plan reviewers.
9. Stamping the final approved set of plans.
10. Downloading the approved final set for long term retention.
11. Sending the Approved deliverable from EPR to applicant
12. Closing the project record

The Client needs to test every record and workflow process to be successful.

During User Acceptance testing, the Agency can expect to spend .5-1 hour per person, per record for testing all the EPR processes. For example, if an Agency has 50 permit types to test it will take **one person** anywhere from 25 hours (3 days) to 50 hours (1.25 weeks).

e-PlanSoft Responsibilities:

- Provide timely responses to Agency's UAT bugs and questions.
- Fix all go-live critical bugs and log bugs not being fixed and provide a mitigation plan on when bug will be resolved.

Agency Responsibilities:

- Identify Test cases for UAT.
- Perform UAT and provide signoff.

Once UAT has been completed, this milestone will be completed.

The project schedule will be updated to indicate the completion of the UAT milestone.

Go Live

Final Preparation

This stage includes the steps necessary to prepare the EPR environment for launch and put into active use. It marks a significant transition from the development and testing phase to the live production environment. Final preparations, including all development and modifications to the core system have been approved and customers and staff are preparing for cutover and go live.

A smoke test will be performed in your production environment to test core functionality.

Go Live and Support

This phase occurs right after the system goes live. In the initial two weeks post-launch, e-PlanSoft commits to supporting the rollout. A seamless transition is anticipated, assuming User Acceptance Testing (UAT) and end-user training have been effectively completed, and the internal customer process experts are prepared for the live operation and subsequent support handover.

Communication

We recommend the client organize a client-wide communication event regarding the acceptance of electronic plan reviews. Announce the go-live date and update the client website with the latest information.

Post Go Live Support

e-PlanSoft delivers continuous support throughout the project's duration. Our dedicated implementation team, in collaboration with our support staff, offers two weeks of comprehensive support following the go-live date. After this initial support period, a formal handoff to our permanent support team is conducted, highlighted by an official presentation from our Client Success Manager. Following the handoff, e-PlanSoft arranges regular meetings with the client to provide ongoing support sessions, ensuring smooth operations and addressing any potential issues.

This completes the implementation of the project. All milestone deliverables are complete.

e-PlanSoft Responsibilities:

- Ensure Production environments are functional and ready for Agency Launch
- Provide post go live support for 2 weeks
- Hand off Agency to EPR support team

Agency Responsibilities:

- Participate in production smoke test prior to launch, to confirm environment functionality.
- Participate in post go live support meetings
- Participate in EPR support team handoff meeting

Key Assumptions

1. The Client shall provide the required documentation for configuring the product as specified in this SOW.
2. The e-Plan Project Manager and Client POC will schedule calls as required for this project.
3. The Client **commits the necessary staff and dedicated resources** be available for the agreed upon project schedule Timeline.
4. Delays to the project caused by staff unavailability will negatively impact on the project schedule.

Plan Review Workstations

1. EPR is supported on the *Chrome* and *EDGE* browsers although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Reader* be installed on workstations.
4. EPR Reviewers should have at minimum, two 27" + inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two 27-inch+ monitors is recommended.

Permit Intake Workstations

1. EPR is supported on the *Chrome* and *EDGE browsers* although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Pro* be installed on the Permit Intake workstations.

This document includes a non-exhaustive summary of basic workstation requirements. For full e-PlanREVIEW workstation requirements refer to [User Workstation Requirements](#).

Scope Change and Change Orders

The purpose of Scope Change is to define the process that will be utilized to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critical examination within the context of scope, cost, and schedule management.

When a project's scope undergoes modification the project team must assess the impact on timelines, resources, and overall objectives. The Change Order Process is defined as anything that changes the Statement of Work, duration of the project, or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarifies impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

1. All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mail will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected, and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required because of this change (i.e., internal contract change documents).
2. In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
3. Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
4. Hourly rates defined in your Purchase Order/Sales Order will apply.

Change Order Form

<i>Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)</i>
Urgency Level: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:
<i>Description of Change:</i>
<i>Impact of Change(s):</i>
Impact on Resources:
Impact on Schedule:
Impact on Requirements:
Impact on Cost:
<i>Assumptions / Risks:</i>
<i>Alternatives to Proposed Change(s) (if any):</i>
<i>SUMMARY of Total Impact of Change</i>
Resources:
Schedule:
Requirements:
Cost:

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Brian Borden, Parks & Recreation

ITEM TYPE: Purchasing

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve Purchase of Restroom Building and Two Shelters (Shade Structures) for Little River Park Bond Project (Phase 3)**

SUGGESTED ACTION: Request for approval to purchase a prefabricated restroom building and two shelters (shade structures) for phase 3 of the Little River Park Bond Project from Romtec Inc. through a Sourcewell Contract.

ATTACHMENTS:

- [Woodlands Park \(3 structures\) - Romtec Quote Package 7-24-2024.pdf](#)
- [Woodlands Park Restroom - Proposal 6-4-24.pdf](#)
- [Woodlands Park Shelters \(x2\) - Proposal 6-11-24.pdf](#)



18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

Date
7/24/2024

PROPOSAL/PO #081721-RMT

Woodlands Park

Customer: City of Woodstock
 Brian Borden
 105 East Main St, Ste 142
 Woodstock, GA 30188



Quantity	Building Proposal Description	Unit Price	Extended Price
1	Romtec Restroom Building (2022 w/Options) - "Design & Supply ONLY" per Preliminary Romtec Restroom Drawings and Scope of Supply & Services dated 6/4/2024	\$ 135,611.66	\$ 135,611.66
2	Romtec Shelters (3151 w/Options) - "Design & Supply ONLY" per Preliminary Romtec Restroom Drawings and Scope of Supply & Services dated 6/11/2024	\$ 22,214.62	\$ 44,429.25
Sourcewell DISCOUNT: Available only to members of Sourcewell.		9.00%	\$ (16,203.69)
Estimated Freight/Packaging to:		Woodstock, GA	\$ 22,387.95
ROMTEC INC. PURCHASE ORDER TOTAL			\$ 186,225.17

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

*This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.

*All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.

*Non-Agency orders must be placed on Romtec Inc. purchase order forms.

*Shipping prices are estimates only and are subject to change without notice.

*Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.

*Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standad insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverge for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
-------------------------------------	------	----------------------------------	------

Customer/Owner Printed Name	Romtec Inc. Printed Name
-----------------------------	--------------------------

Customer/Owner Company



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Romtec is liable for delivery delays or for risk of loss or damage only while goods are in Romtec's possession. Unless otherwise stated herein, all goods are shipped FOB Roseburg, Oregon (FCA Roseburg, Oregon, for international orders). If goods are at any time shipped by, delivered to, or in the possession of others, the following delivery and handling terms apply:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Accounts Payable Contact: _____ AP Phone: _____ AP Email: _____

Federal ID No.: _____

Project Info

Project Name: _____ Government Agency: _____

Project Main Contact: _____ Phone: _____

Site Address: _____

City: _____ State: _____ Zip: _____

Prime Contractor (General Contractor)

Company Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Owner

Org Name: _____ Year Established: _____

Billing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Bond No.: _____ Underwriter: _____ Fax: _____



Preliminary Scope of Supply and Services

Building Supply Only

Project:	Woodlands Park Restroom
Location:	Woodstock, GA
Date:	6/4/2024

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec’s standard plan size is 11”x17”.

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec’s warranty period begins.

2.Key Notes

- A. Romtec is proposing to design and supply the building package defined herein.

3.Romtec Scope of Materials Supply

A. Structure

1. Romtec's proposal includes the specific color selections noted below. Deviation from these may result in a price increase.
2. The following building package structural items will be supplied by Romtec.
 - a. Concrete Masonry Units - CMU
 - i. Exterior walls will be constructed of smooth-face, mortar joint, concrete masonry units (concrete blocks).
 - ii. Block color will be **gray**.
 - b. Exterior finish to be cedar board and batten siding over wall insulation.
 - i. Stone veneer accent siding on lower block courses.
 - ii. Anti-graffiti coating for stone veneer.
 - c. Sanitary tile cove base on interior restroom walls.
 - d. Polycarbonate gable windows.
 - i. Steel window frames are powder coated **black**.
 - e. Doors, frames and hardware
 - i. Doors/frames are powder coated **black**.
 - ii. Stainless steel, ball bearing hinges.
 - iii. Heavy duty door closers.
 - iv. Doors to have stainless steel kick plates and aluminum threshold and sweep.
 - v. Grade 2, lever lock with latch guard.
 - vi. Restroom doors to have interconnected lock with occupancy indicator and one-way deadbolt lock.
 - vii. Restroom doors to have magnetic locking system.
 - f. Roofing materials
 - i. Glulam beams
 - ii. Insulated SIP panels with 1x6 tongue and groove decking.
 - iii. Roofing will be Fabral, 26-gauge, Horizon 16 standing seam roof panels.
*Note: Roofing color shall be selected by the **owner** from the manufactures standard color chart.*

B. Plumbing Fixtures and Accessories

1. The following items relative to the fixtures will be supplied by Romtec:
 - a. Floor mount stainless steel toilets with concealed, hydraulic flush valves.
 - b. Wall mount, stainless steel sinks with single, chrome push button faucets.
 - c. Wall mount, stainless steel 2-roll toilet paper dispensers.
 - d. Wall mount, stainless steel seat cover dispensers.
 - e. Wall mount, stainless steel automatic soap dispensers.
 - f. Wall mount, stainless steel bottle filler.

C. Electrical Fixtures

1. The following electrical fixtures will be supplied by Romtec:
 - a. Exterior lighting
 - i. Wall mount, vandal resistant LED light fixtures.
 - ii. Lights controlled by photocell.
 - b. Interior lighting
 - i. 48" ceiling mount LED light fixtures.
 - ii. Light controlled by motion sensor.
 - c. Surface mount, wall heater located in the mechanical room.
 - d. Mechanical exhaust package with inline fan and heated intake air.
 - e. Main breaker panel sized for the building components.
 - i. 100 amp, single-phase, rain tight.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

B. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time due to multiple factors, including building settling, wall movement, environmental conditions, and maintenance/upkeep (or lack thereof). Romtec cannot guarantee that stone products in the building will not eventually crack. Repairing of cracks in stone products is a maintenance issue, not a warranty issue. In other words, stone products in the building may eventually crack, and repair of these cracks is not covered under the Romtec warranty.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
3. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.
4. Most HVAC equipment manufacturers (heat pumps, air conditioners, heaters, etc.) require installation by a factory certified technician to engage their warranty. The installer will need to demonstrate installation was completed per manufacturer requirements to make a valid warranty claim for HVAC equipment.

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided the **contractor**.

2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural components will be provided by the **installer**:

- a. All materials, equipment and labor for footings and interior slabs.
- b. Latex epoxy paint wall finish.
- c. Caulking.
- d. Concrete sealant for floor and CMU block exterior.
- e. Masonry (concrete) grout and rebar
- f. The **installer** may be required to notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
Note: Romtec is not responsible for any cost or installation delays associated with this CMU block modification work.
- g. The **installer** may be required to cut stone veneer to achieve the required shapes necessary for installation.
Note: Romtec is not responsible for any additional stone veneer work required of the installer.
- h. Sealant for all exposed wood.
- i. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
- j. Gutters and downspouts are supplied and installed by building **installer**.

2. Plumbing

The following plumbing components will be provided by the **installer**.

- a. Plumbing rough-in, installation and trim within 10' of the building footprint will be by the **installer**.
- b. All water and sewer piping and floor drains within the building footprint are provided by the **installer**.

3. Electrical

The following electrical components will be provided by the **installer**.

- a. Electrical rough-in, installation and trim within 10' of the building footprint will be by the installer.
- b. All switches and outlets that are not included with electrical products are provided by the **installer**.
- c. Note that all Romtec building designs include a spare conduit from the main power source to the main breaker panel. All conduits are supplied by the **installer**.

4. Other materials, equipment, and services

The following materials, equipment, and services are provided by the installer.

- a. Building package installation
- b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by others.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural

The following items relative to the structural components will be supplied by the **contractor**:

- a. All materials, equipment and labor for exterior slabs and sidewalks.
- b. If required, design and supply of gutters and downspouts is by the contractor or others. Romtec can show basic gutters and downspouts on the plans upon request.

2. Plumbing

The following plumbing components will be provided by the **contractor**.

- a. Incoming plumbing utilities to within 10' of the building exterior will be by the **contractor**.
- b. All water and sewer piping, drains, and valves external of the building footprint are provided by the **contractor**.

3. Electrical

The following electrical components will be provided by the **contractor**.

- a. Incoming electrical utilities to with 10' of the building exterior are provided by the **contractor**.
- b. Electrical meter base and meter are provided by the **contractor**.
- 4. Other materials, equipment, and services
The following materials, equipment, and services are provided by the **contractor**.
 - a. Site grading and/or asphalt paving
 - b. Masonry pavers
 - c. Branch circuit breakers
 - d. Fire alarm & fire suppression equipment
 - e. Gutters and downspouts
 - f. Lighting equipment not attached to the building
 - g. Backflow check valves & drain valves
 - h. Freeze protection
 - i. Landscaping
 - j. Special inspection services
 - k. Permits and fees
 - l. Site plans
 - m. Geotechnical reports

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect and maintain these manuals until delivered to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff are not included in the proposal.
Note: If site visits are required, Romtec will issue a change order.
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
 - a. Roof Snow Load: 25 psf
 - b. IBC Seismic Design Category: C
 - c. Design Wind Speed: 110 mph
 - d. Allowable Soil Bearing: 1500 psf
 - e. Occupancy Type: U
 - f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
5. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
7. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
8. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541)-496-3541 FAX (541)-496-0803

LITTLE RIVER PARK, WOODLANDS PARK RESTROOM

SHEET SCHEDULE	
SHEET	CONTENTS
1	TITLE PAGE
2	FLOOR PLAN & ELEVATIONS
3	CMU PLAN & DETAILS
4	FOUNDATION PLAN & DETAILS

PROJECT: LITTLE RIVER PARK - WOODLANDS PARK
WOODSTOCK, GEORGIA

SHEET TITLE: TITLE PAGE SPECIFICATIONS

PROJECT #: 2306D
DATE: 5/16/2024
DRAWN BY: ZJVJRM

REVISIONS:

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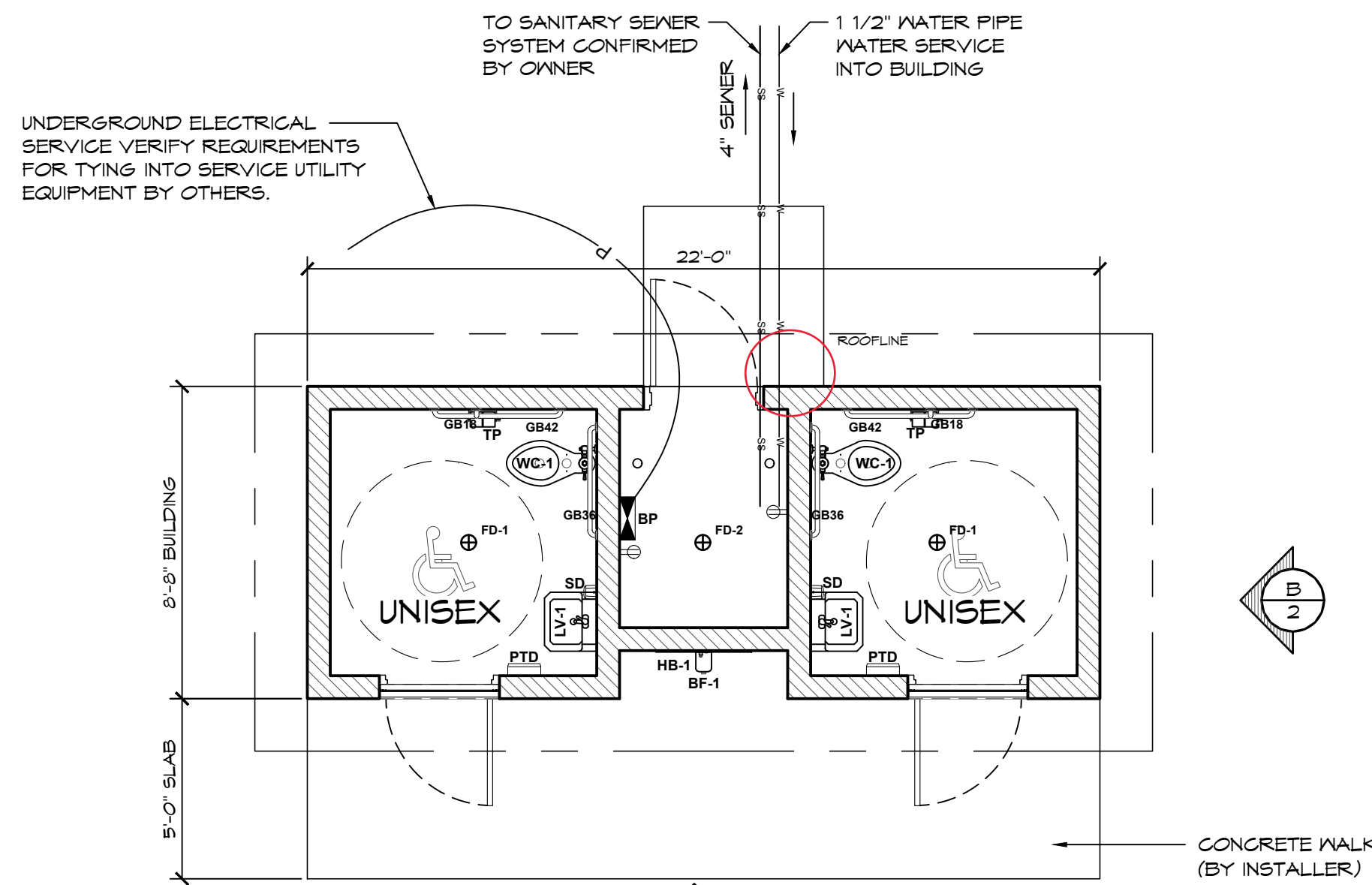
SHEET NO: 1

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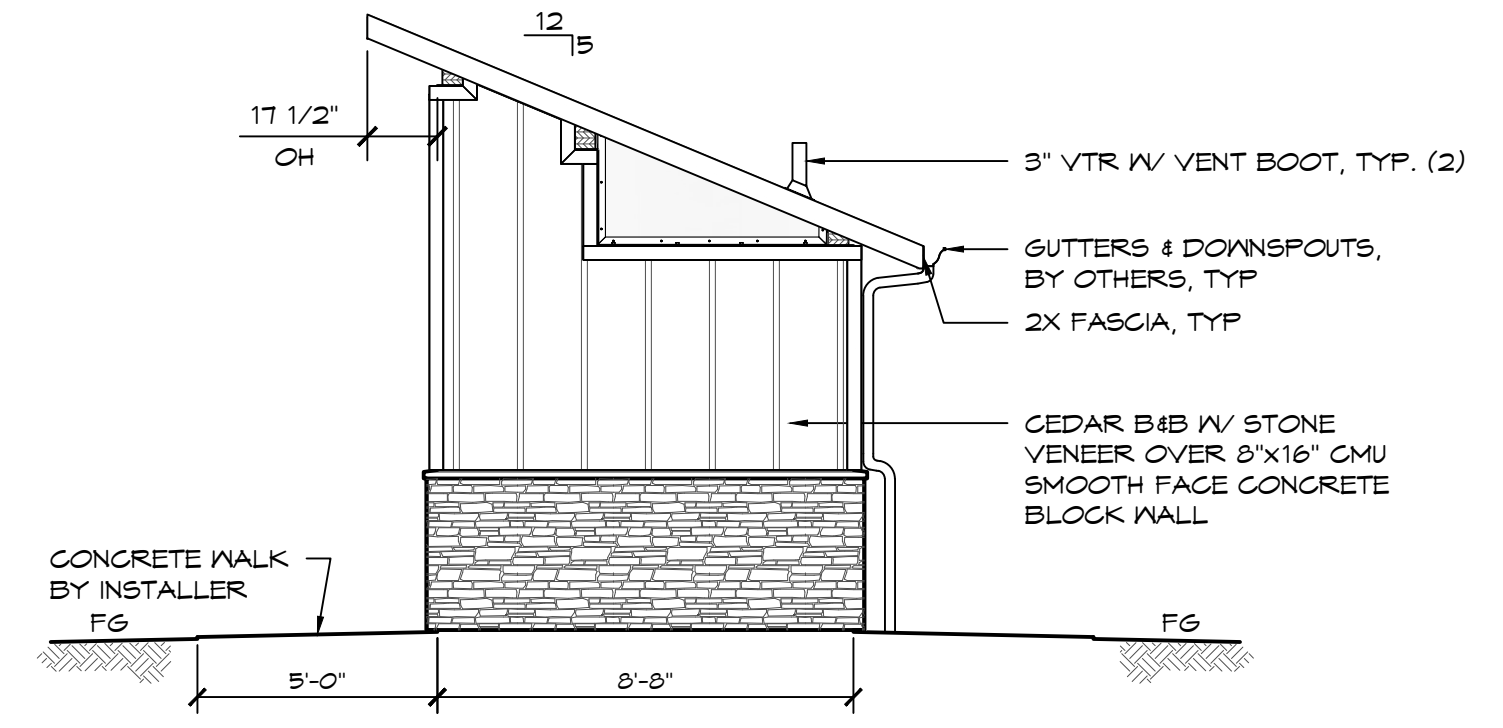


LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	4
	INTERIOR CEILING LIGHTS	3

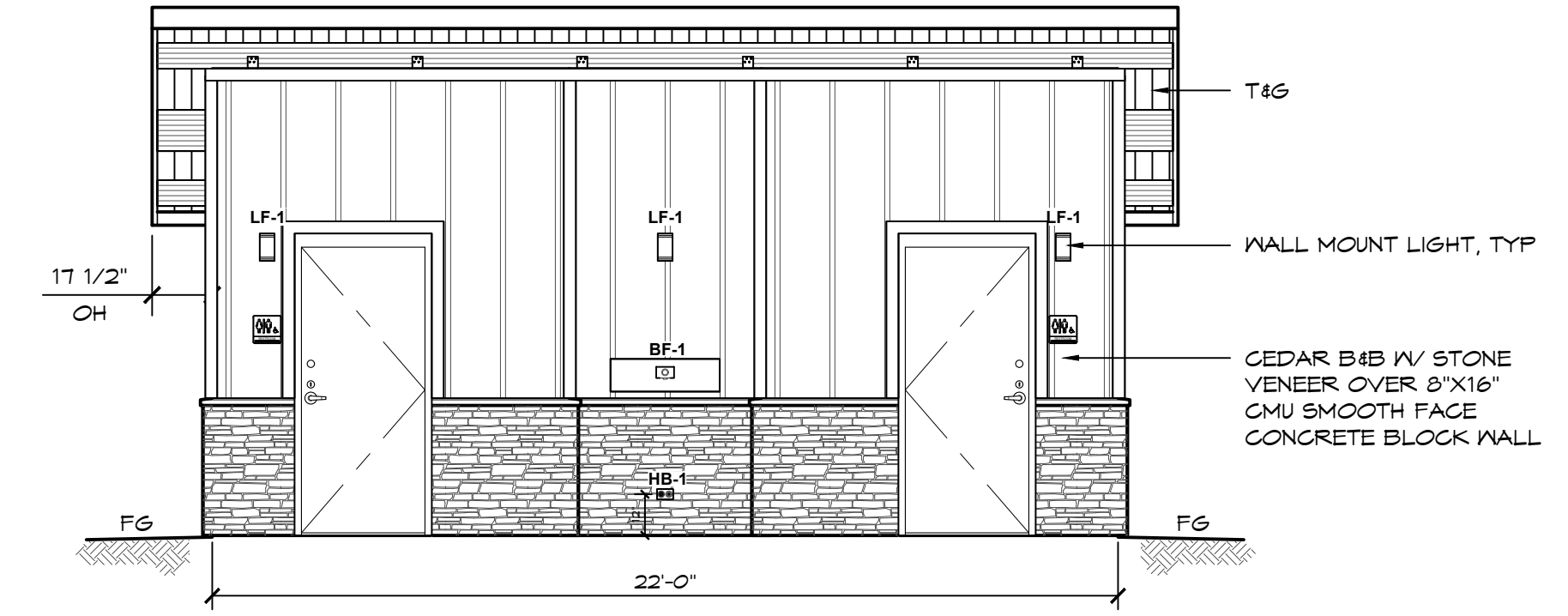
WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"



C ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PROJECT: LITTLE RIVER PARK - WOODLANDS PARK
WOODSTOCK, GEORGIA

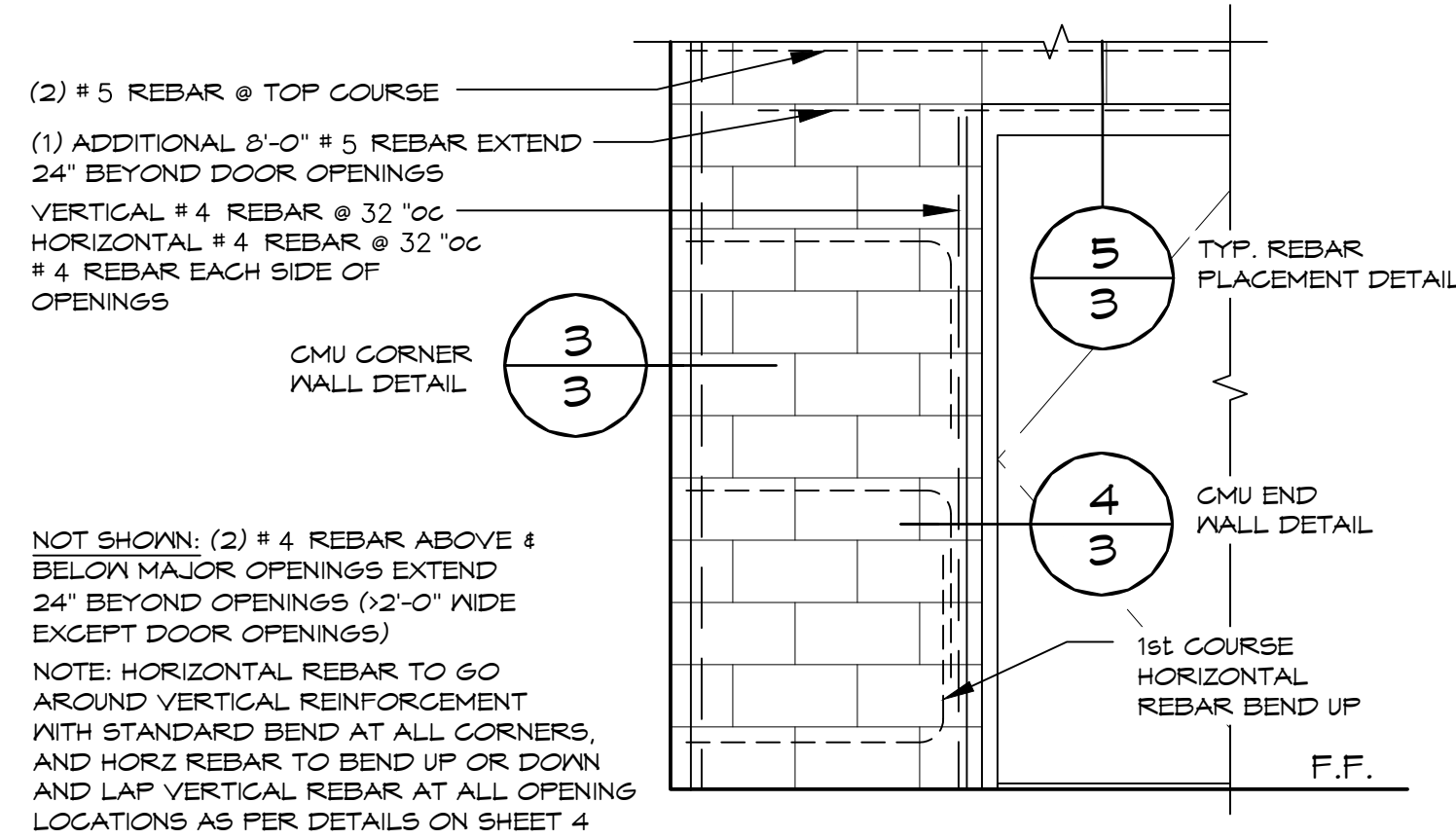
PROJECT #: 2306D
DATE: 5/16/2024
DRAWN BY: ZIVJRM

REVISIONS:

2

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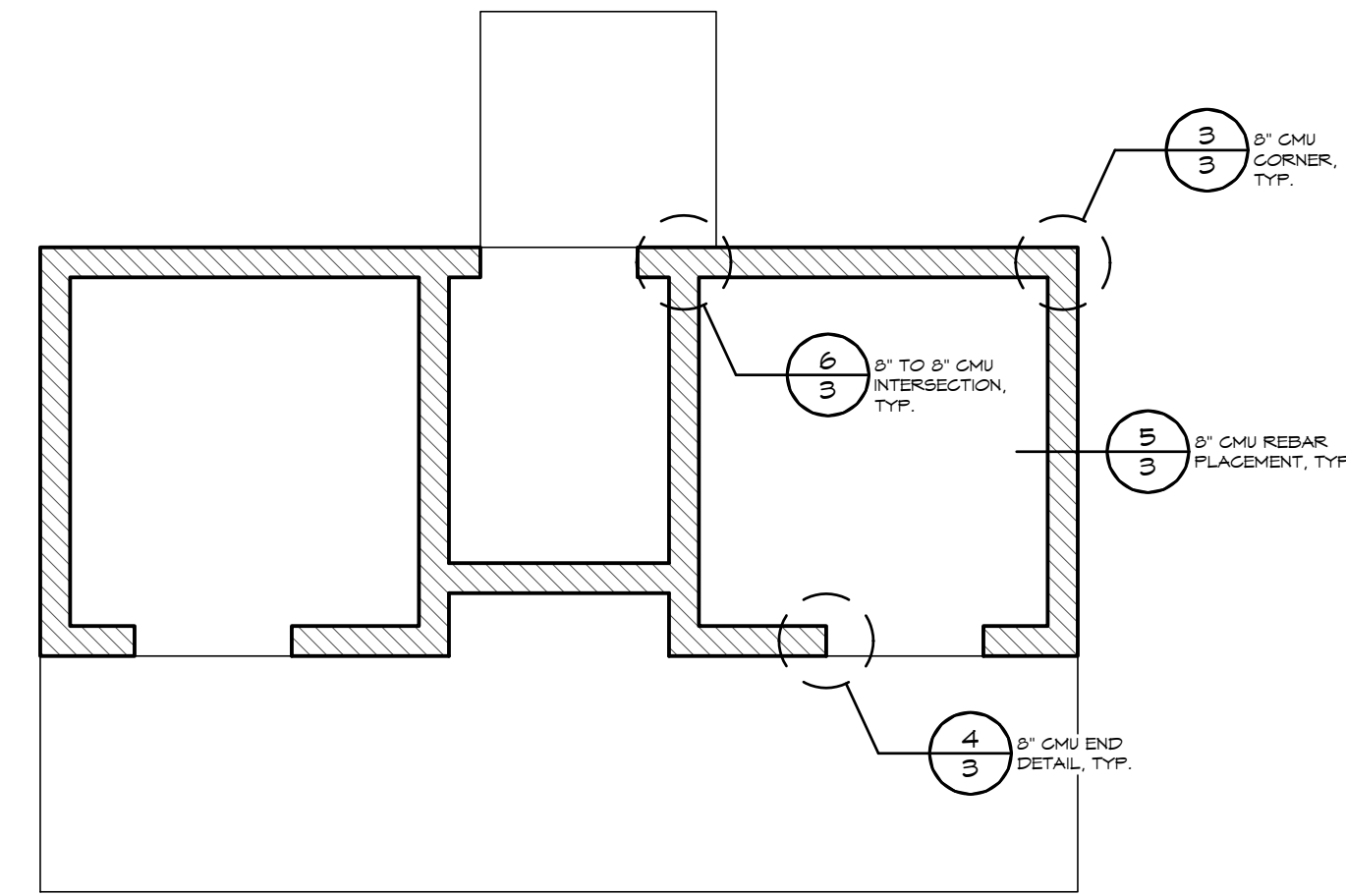


REBAR	MIN. LAP	BEND DIAMETER
#4	24"	3" MIN.
#5	30"	3-3/4" MIN.

CMU REBAR NOTES:
 - BENDS: MIN. INSIDE BEND DIAMETER SHALL BE NOT LESS THAN 6d AS PER TMS 402-16 SECTION 6.1.8.2
 - SPLICES: LAP SPLICES ARE PERMITTED AS PER TMS 402-16 SECTION 6.1.6.1.1

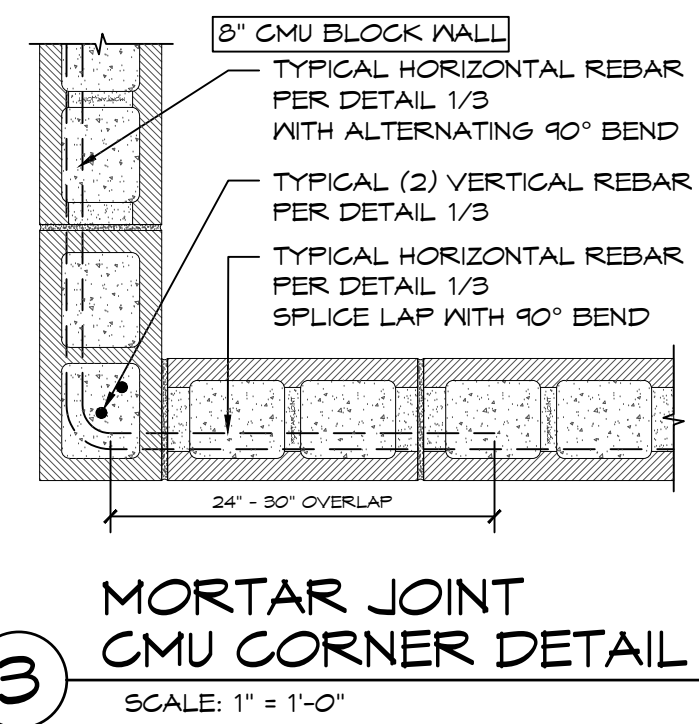
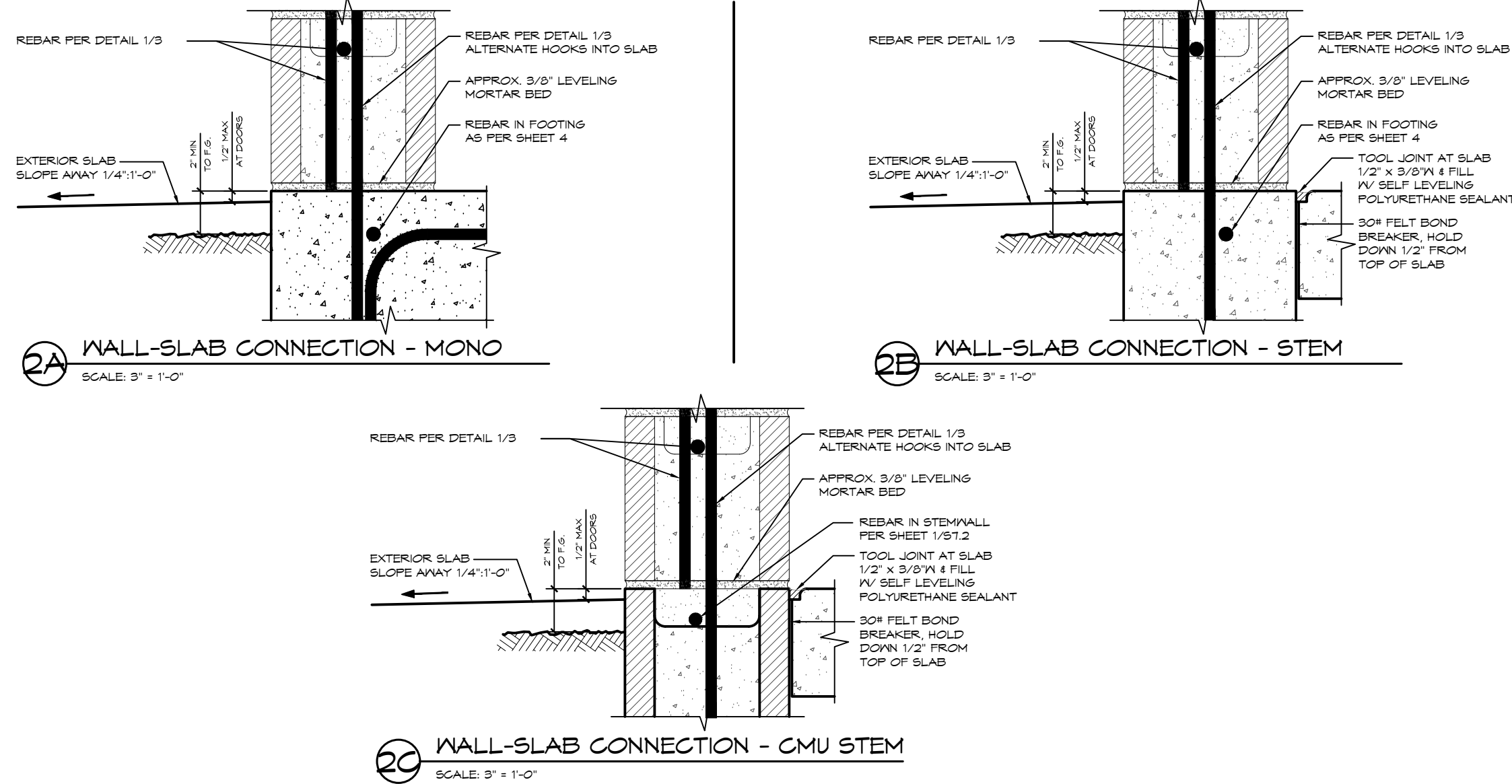
PIPES INSTALLED THROUGH CMU WALL NOTES:
 - SUPPLY: THE FIXTURE SUPPLY LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE AND THE PORTION OF PIPE LOCATED IN CMU WALL SHALL BE WRAPPED WITH 10MIL BLACK TAPE
 - WASTE PIPE: THE FIXTURE WASTE LINE SHOULD BE BORED A 1/2" LARGER THAN REQUIRED LINE SIZE.

1 CMU REBAR LAYOUT DETAIL
 SCALE: 1" = 1'-0"

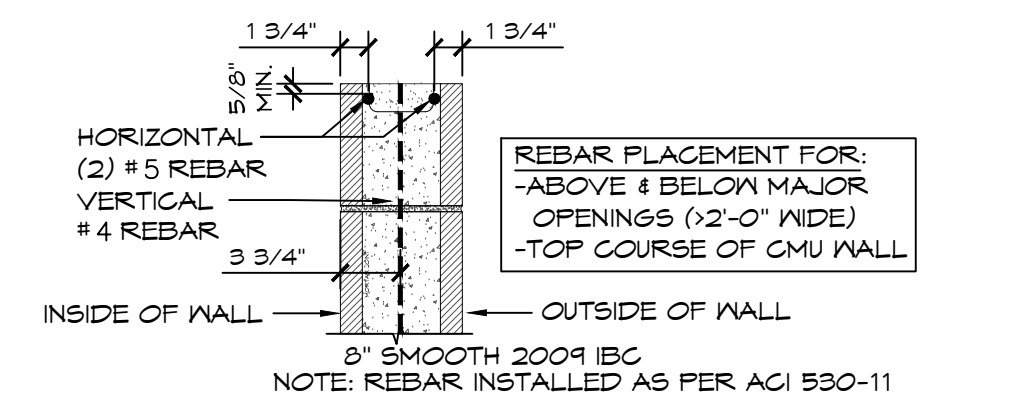


A STRUCTURAL CMU PLAN
 SCALE: 1/4" = 1'-0"

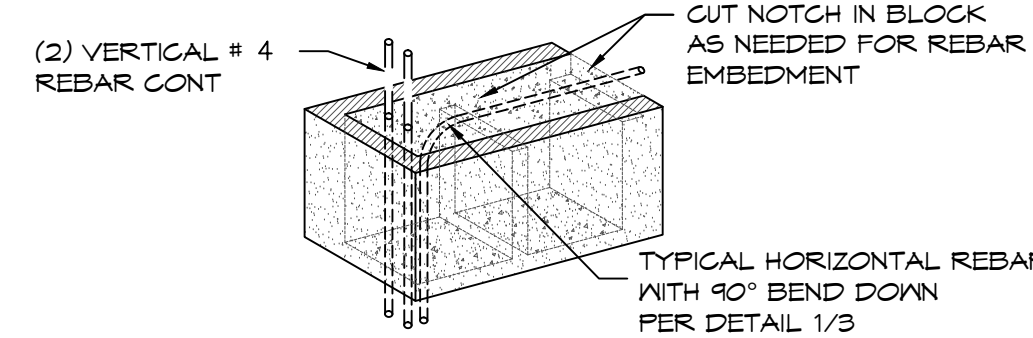
EXTERIOR WALL CONNECTIONS - PER DETAIL 1/4



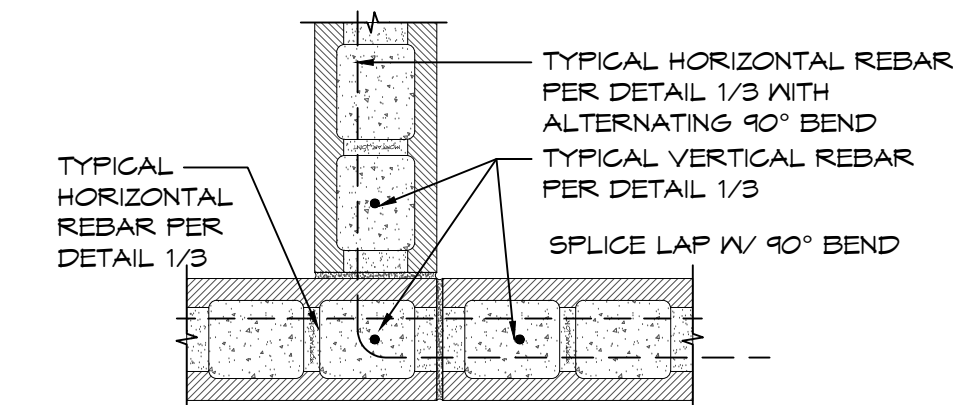
3 MORTAR JOINT CMU CORNER DETAIL
 SCALE: 1" = 1'-0"



5 8" CMU REBAR PLACEMENT
 SCALE: 1" = 1'-0"

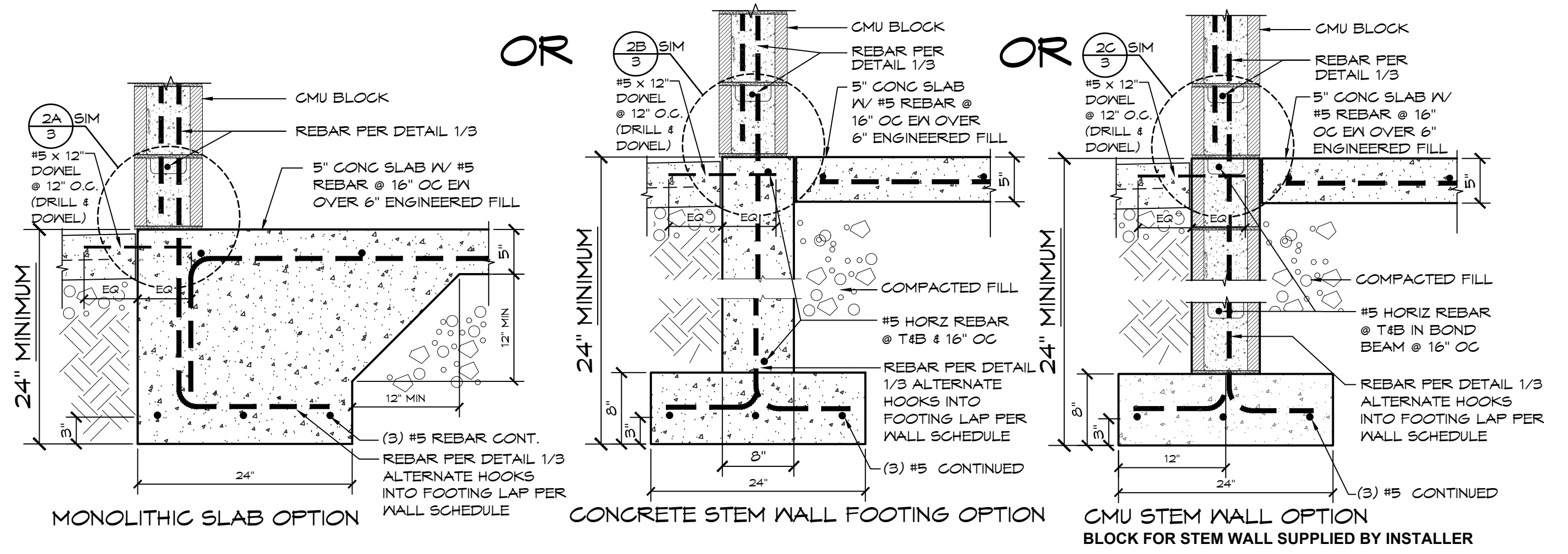


4 MORTAR JOINT CMU WALL END DETAIL
 SCALE: 1" = 1'-0"



6 8" TO 8" MORTAR JOINT CMU INTERSECTION DETAIL
 SCALE: 1" = 1'-0"

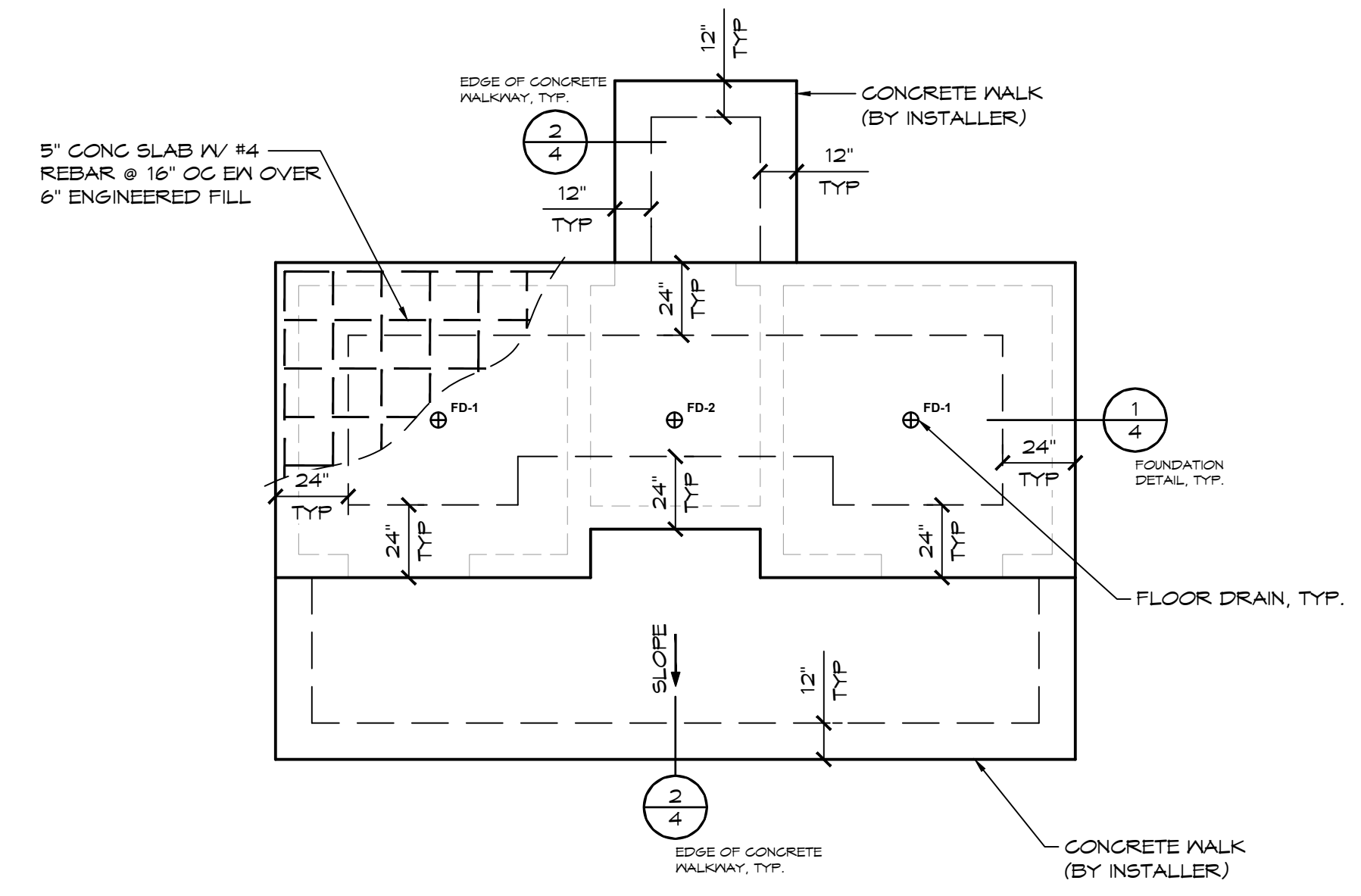
EXTERIOR WALL FOUNDATIONS - CHOOSE ONE OF THE FOLLOWING
 SEE FLOOR PLAN FOR EXTERIOR WALL LOCATIONS, SHEET 3



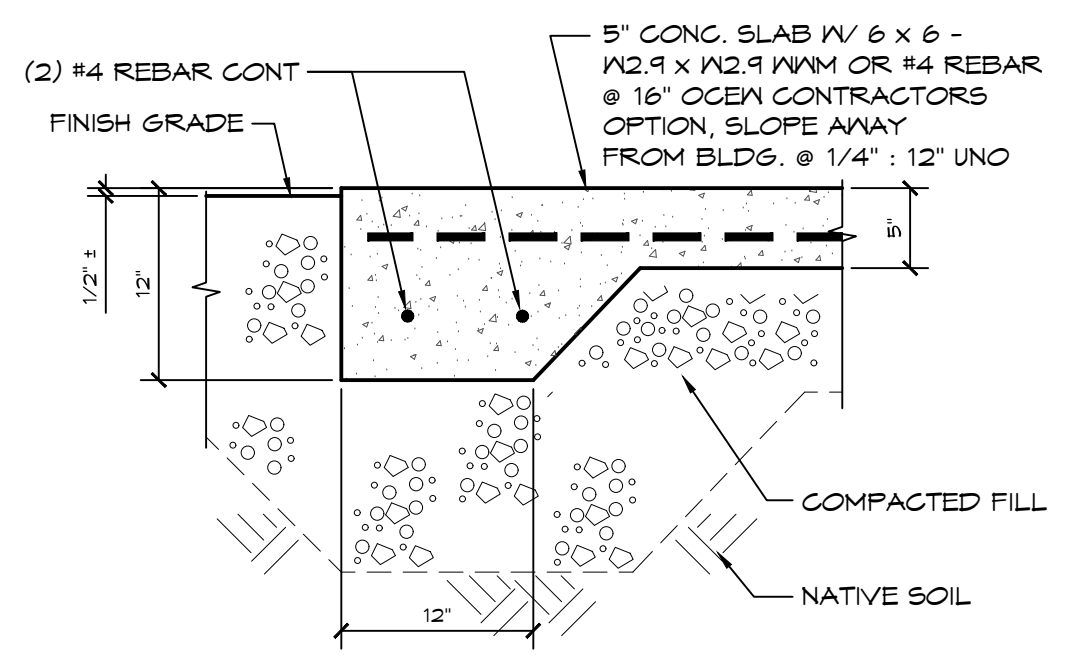
1 EXTERIOR WALL FOUNDATION DETAIL OPTIONS
 SCALE: 1" = 1'-0"

GENERAL NOTES:
 * WHEN USING EITHER STEM WALL OPTION RECESS STEM WALL THE THICKNESS OF SLAB AT DOOR THRESHOLD
 * PRIVACY WALLS TO HAVE A 30" WIDE X 12" DEEP FOOTING, IF APPLICABLE
 * CMU STEM WALL OPTION, CMU BLOCK IS BY INSTALLER
 * VERTICAL REBAR IN SLAB/STEM WALL TO MATCH VERTICAL WALL REINFORCEMENT LAP PER WALL SCHEDULE

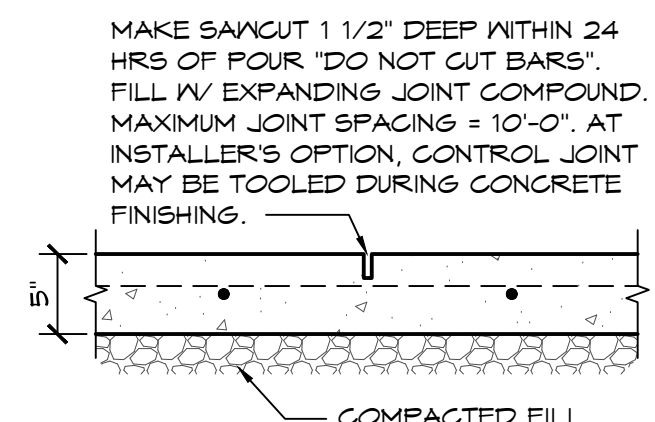
FOUNDATION DESIGN SHOWN HERE IS PRELIMINARY AND SUBJECT TO CHANGE. FINAL FOUNDATION DESIGN TO BE DETERMINED DURING THE FORTHCOMING FULL DESIGN PHASE FOR THE BUILDING. ANY INCREASED COSTS OR TIME NEEDED TO CONSTRUCT THE FINAL FOUNDATION DESIGN IS BETWEEN THE END OWNER AND THE BUILDING INSTALLER



A FOUNDATION PLAN
 SCALE: 1/4" = 1'-0"



2 EDGE OF CONC. WALKWAY
 SCALE: 1" = 1'-0"



3 SAWCUT JOINT
 SCALE: 1" = 1'-0"



Preliminary Scope of Supply and Services

Structure Supply Only

Project:	Woodlands Park Shelters (x2)
Location:	Woodstock, GA
Date:	6/11/24

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec’s process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec’s Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec’s Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec’s standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer’s approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec’s standard plan size is 11”x17”.

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec’s warranty period begins.

2.Key Notes

- A. Romtec is proposing to design and supply the structure package defined herein.

3.Romtec Scope of Materials Supply

A. Structure

1. Romtec's proposal includes the specific color selections noted below. Deviation from these may result in a price increase.
2. The following steel truss and post structure items will be supplied by Romtec.
 - a. Glulam beam roof structure
 - b. 2x6 T&G decking
 - c. 2x6 Cedar Fascia
 - d. Steel posts
 - i. All exposed steel is powder-coated in **black**.
 - e. Roofing materials
 - i. Roofing will be Fabral, 24-gauge, 1-1/2" SSR 150 metal roof panels with exposed fasteners.
*Note: Roofing color shall be selected by the **owner** from the manufactures standard color chart.*

4.Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
 - a. 70' overall length
 - b. 102" wide
 - c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5.Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

B. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

Section 2 – Installer Scope (by others)

6.Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the **installer**, or, for projects where the **installer** is separate subcontractor of the general contractor and/or owner, some items are typically provided the **contractor**.
2. The items below are separated into **installer** items and **contractor** items. If the **installer** and **contractor** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural

The following structural components will be provided by the **installer**:

 - a. All materials, equipment and labor for footings and interior slabs.
 - b. Caulking.
 - c. Concrete sealant.
 - d. Sealant for all exposed wood.
 - e. Typical fasteners such as nails, staples, and screws, and any other fasteners not included in product packaging.
2. Other materials, equipment, and services

The following materials, equipment, and services are provided by the **installer**.

 - a. Building package installation
 - b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by others.

C. Contractor Scope

The **contractor's** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural

The following items relative to the structural components will be supplied by the **contractor**:

 - a. All materials, equipment and labor for exterior slabs and sidewalks.
 - b. If required, design and supply of gutters and downspouts is by the contractor or others. Romtec can show basic gutters and downspouts on the plans upon request.
2. Other materials, equipment, and services

The following materials, equipment, and services are provided by the **contractor**.

 - a. Site grading and/or asphalt paving
 - b. Gutters and downspouts
 - c. Landscaping
 - d. Special inspection services
 - e. Permits and fees
 - f. Site plans
 - g. Geotechnical reports

D. Delivery, Storage, and Handling

1. The **installer** and/or **contractor** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. **Installer** or **contractor** shall comply with all handling instructions/recommendations provided by Romtec.
3. The **installer** and/or **contractor** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.

4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the **installer** and/or **contractor** to collect and maintain these manuals until delivered to the owner.

E. Romtec General Exceptions/Exclusions

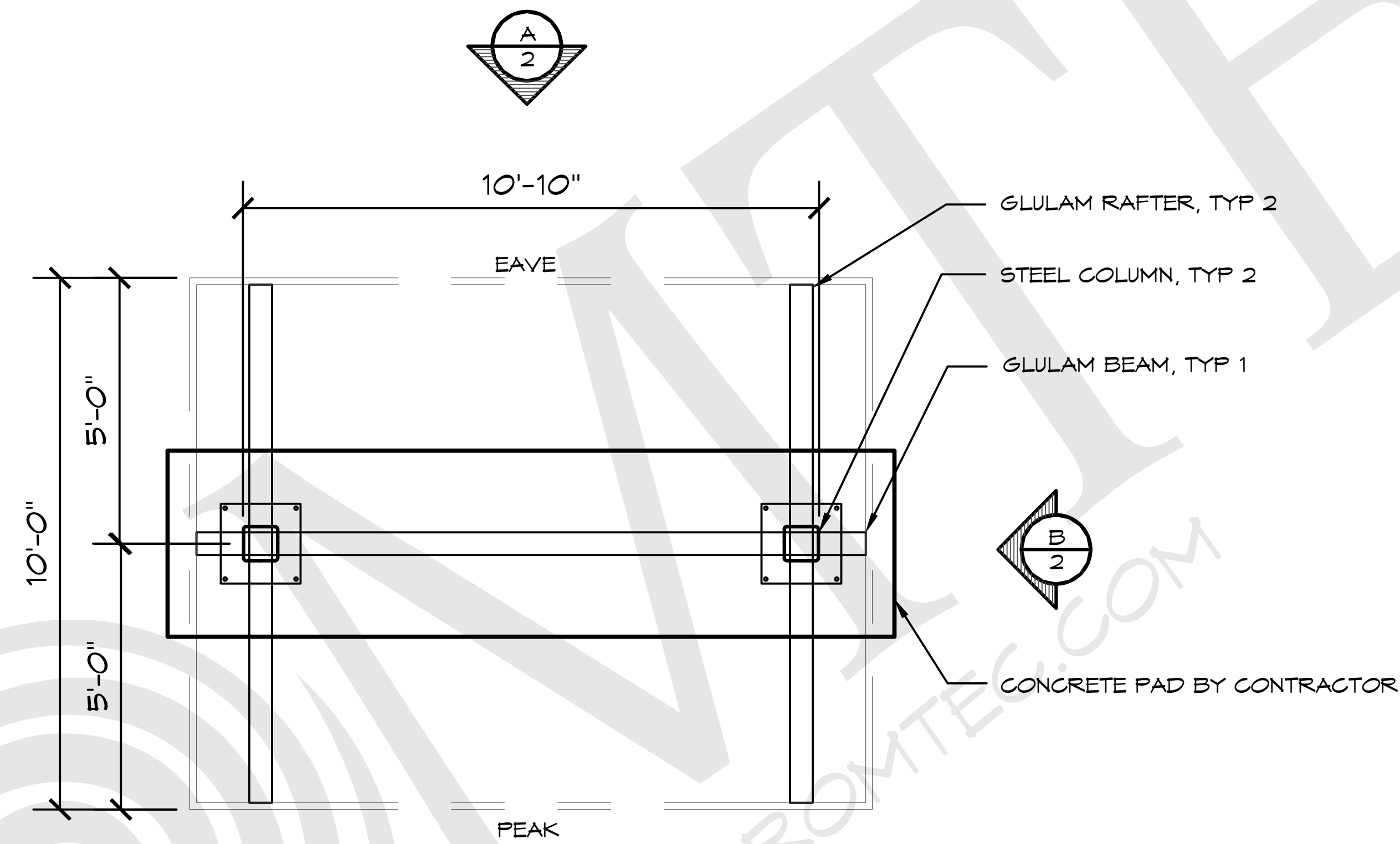
The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff are not included in the proposal.
Note: If site visits are required, Romtec will issue a change order.
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.

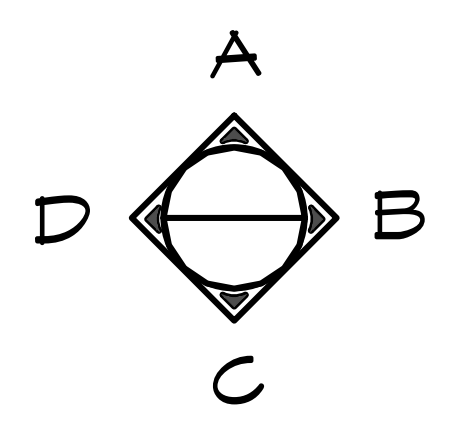
a. Roof Snow Load: 25 psf	d. Allowable Soil Bearing: 1500 psf
b. IBC Seismic Design Category: C	e. Occupancy Type: U
c. Design Wind Speed: 110 mph	f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
5. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
6. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
7. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"



ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803
PRELIMINARY

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PROJECT: LITTLE RIVER PARK - SHELTERS
WOODSTOCK, GEORGIA
SHEET TITLE: FLOOR PLAN

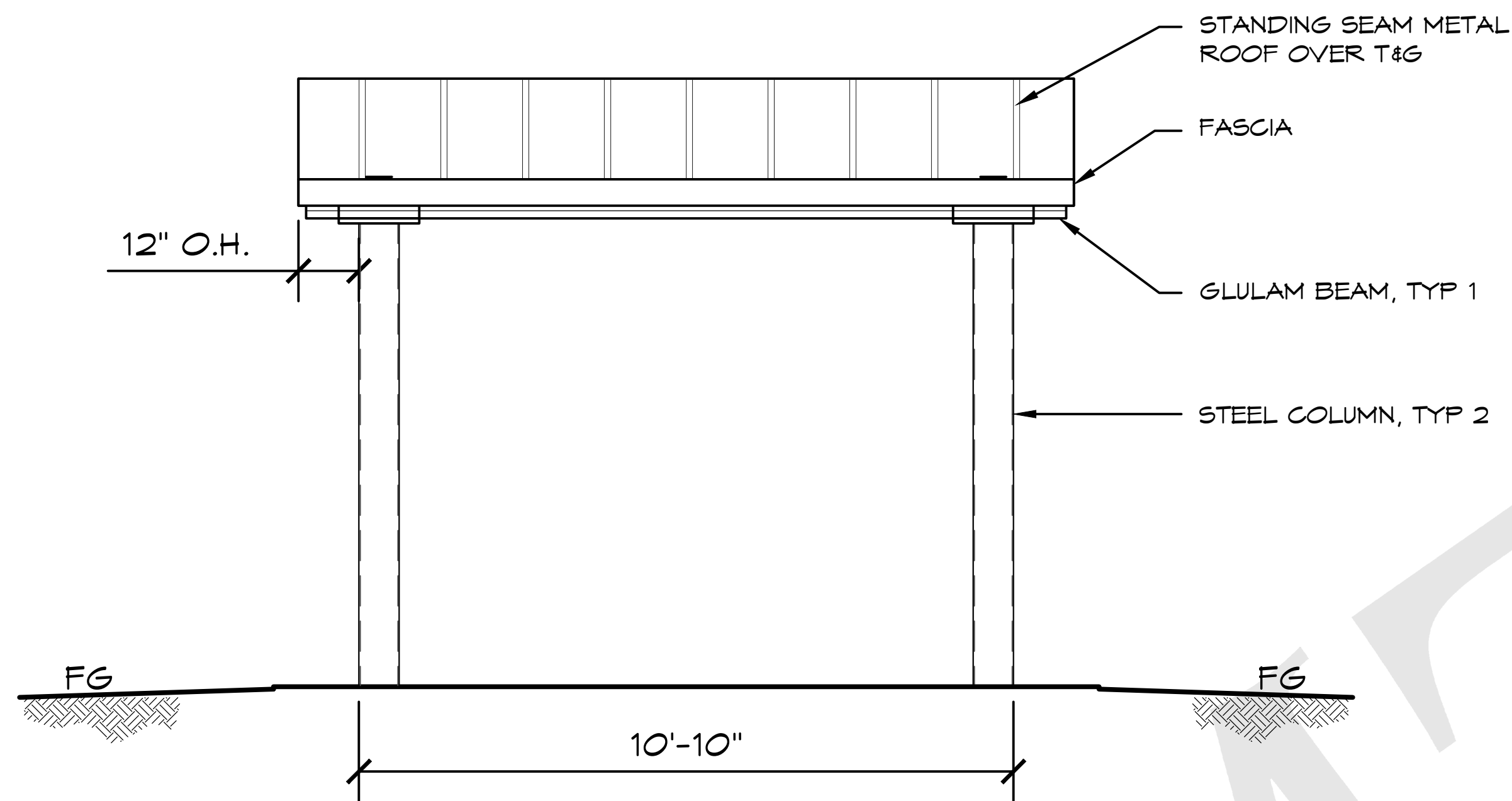
PROJECT#: 2306E

DATE: 3/27/2024

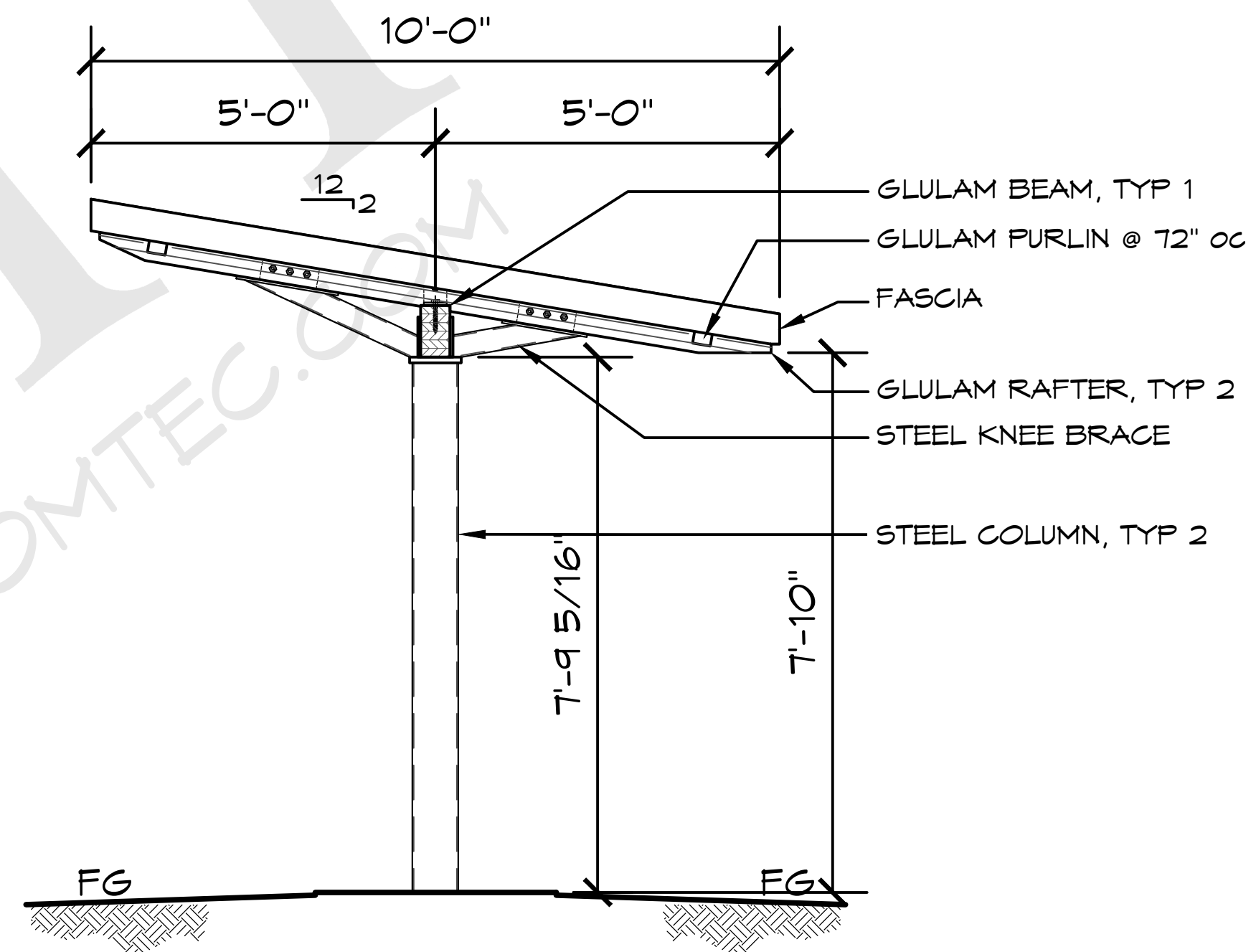
REV.	DATE:	BY:

DRAWN BY: JRM

SHEET NO.
01



A ELEVATION VIEW
SCALE: 1/4" = 1'-0"



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"

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ROMTEC

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PROJECT:
LITTLE RIVER PARK - SHELTERS
WOODSTOCK, GEORGIA
SHEET TITLE: ELEVATION VIEW

PROJECT#:
2306E

DATE:
3/27/2024

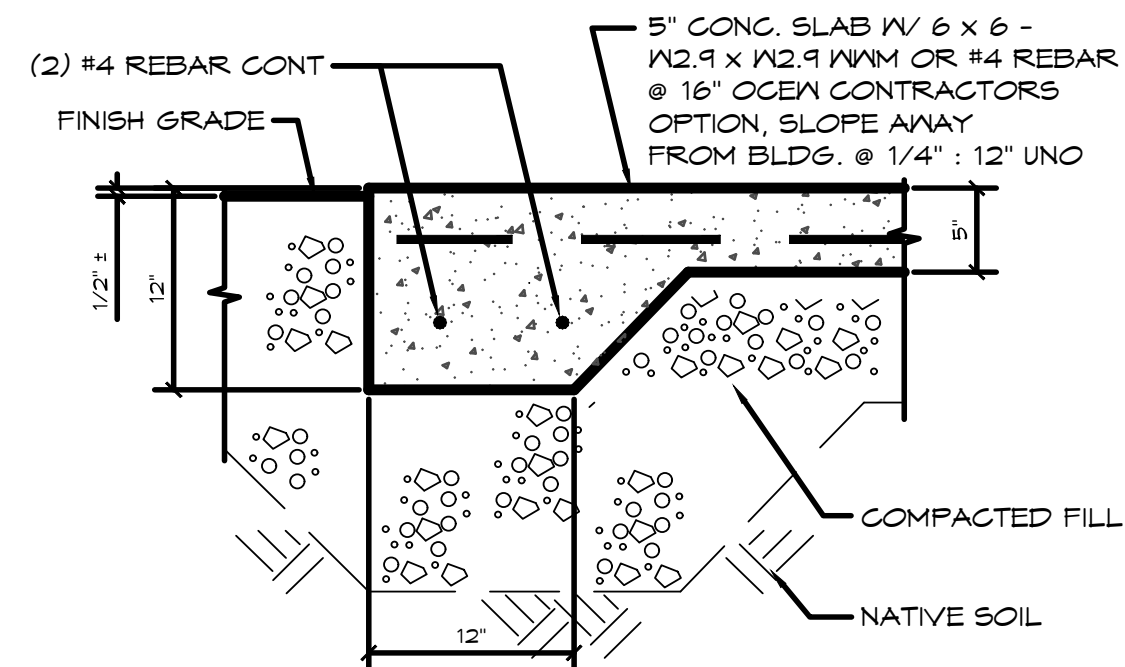
REVISIONS

REV. DATE BY

DRAWN BY:
JRM

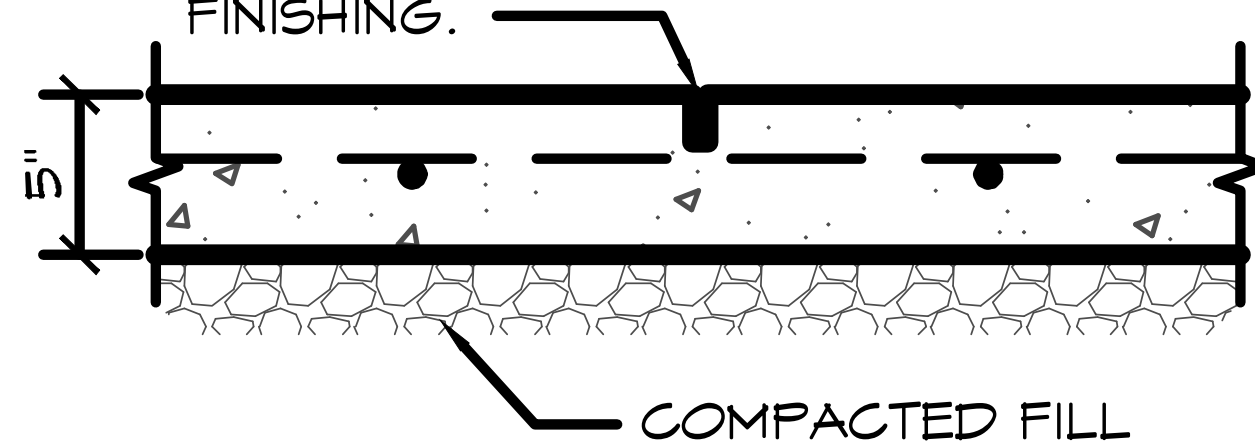
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02

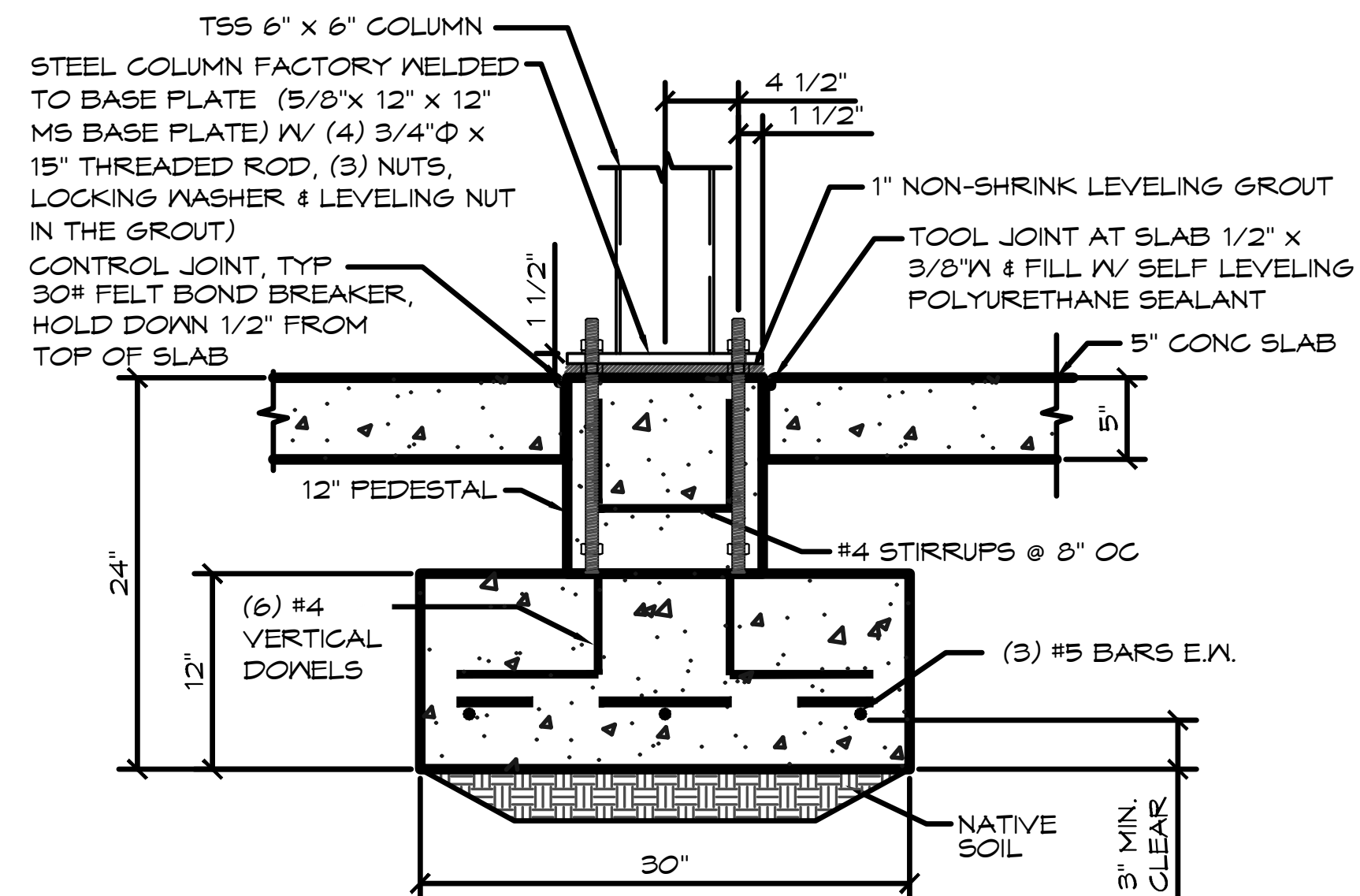


2 EDGE OF CONC. WALKWAY
NOT TO SCALE

MAKE SAWCUT 1 1/2" DEEP WITHIN 24 HRS OF POUR "DO NOT CUT BARS". FILL W/ EXPANDING JOINT COMPOUND. MAXIMUM JOINT SPACING = 10'-0". AT INSTALLER'S OPTION, CONTROL JOINT MAY BE TOOLED DURING CONCRETE FINISHING.



3 SAWCUT JOINT
NOT TO SCALE



5 COLUMN FOOTING DETAIL
NOT TO SCALE

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PROJECT: LITTLE RIVER PARK - SHELTERS
WOODSTOCK, GEORGIA
SHEET TITLE: FOUNDATION PLAN & DETAILS

PROJECT#: 2306E

DATE: 3/27/2024

REV.	DATE:	BY

DRAWN BY: JRM

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Tracy Albers, Community Development

ITEM TYPE: Ordinance 1st or 2nd Reading

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve ZTA#013-24 - Updates to LDO Chapters 3 & 15 (2nd Reading)**

SUGGESTED ACTION: Request for approval of the proposed Zone Text Amendment updating LDO Chapters 3 and 15 related to the site plan checklist, street design and improvement standards, and infrastructure requirements had by the Public Works Department. The 1st reading of this ordinance was held at the July 22, 2024 Council Meeting.

ATTACHMENTS:

- [2024 LDO Chapter III Chapter XV Street Standards Ordinance Amendment_DRAFT 07-16-2024.pdf](#)
- [2024 LDO Ch III and XV Ordinance Amendment Exhibits.pdf](#)

ORDINANCE NUMBER ____-2024

AN ORDINANCE AMENDING CHAPTERS III (LAND DEVELOPMENT STANDARDS) AND XV (STREET, SIDEWALK, TRAIL, AND ADDITIONAL INFRASTRUCTURE STANDARDS) OF THE LAND DEVELOPMENT ORDINANCE OF THE CITY OF WOODSTOCK, GEORGIA

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

Whereas, the 1983 Constitution of the State of Georgia provides for the self-government of municipalities without the necessity of action by the General Assembly¹; and

Whereas, the City of Woodstock, Georgia, has the legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs and local government for which no provision has been made by general laws or which are expressly allowed by general laws, and which are not inconsistent with the Constitution or any charter provision applicable thereto²; and

Whereas, the governing body of the City has determined that it is in the best interest of the City and its citizens to adopt the following; and

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

Section 1. That Chapter III – Land Development Standards, - Section 3.403 of the Land Development Code, as amended, is hereby repealed, and replaced with Exhibit “A,” attached hereto.

Section 2. That Chapter XV – Street, Sidewalk, Trail, and Additional Infrastructure Standards, - Article II. Street Design and Improvement Standards of the Land Development Code, as amended, is hereby repealed, and replaced with Exhibit “B,” attached hereto.

Section 3. That Chapter XV – Street, Sidewalk, Trail, and Additional Infrastructure Standards, - Article VI. Additional Infrastructure Standards of the Land Development Code, as amended, is hereby further amended by adding the following subsection:

15.601. – Requirements for Water Meter Locations.

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

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

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

“(a) The governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable thereto. Any such charter provision shall remain in force and effect until amended or repealed as provided in subsection (b) of this Code section. This Code section, however, shall not restrict the authority of the General Assembly, by general law, to define this home rule power further or to broaden, limit, or otherwise regulate the exercise thereof. The General Assembly shall not pass any local law to repeal, modify or supersede any action taken by a municipal governing authority under this Code section, except as authorized under Code Section 36-35-6.”

1. Water meters shall be located entirely within the right-of-way of public streets. If streets are private, water meters shall be located entirely within the access easement for the private street.
2. Water meters shall not be located in sidewalks, driveways, or other concrete areas, unless otherwise approved in writing by the Public Works Director.
3. Water meters shall be set at a maximum depth of twelve (12) inches.
4. All water meters shall have plastic boxes and black plastic lids.

Section 4. That Chapter XV – Street, Sidewalk, Trail, and Additional Infrastructure Standards, - Appendix A. – Standard Street Design Details of the Land Development Code, as amended, is hereby further amended by deleting the following details:

- “Alternative Curb Designs”
- “Alternative Curb Designs, Illustration 2”
- “Paved Residential Street” Standard Detail 401
- “Paved Residential Street” Standard Detail 402
- “Industrial/Commercial Street” Standard Detail 403

Section 5. That Chapter XV – Street, Sidewalk, Trail, and Additional Infrastructure Standards, - Appendix A. – Standard Street Design Details of the Land Development Code, as amended, is hereby further amended by inserting the details in Exhibit “C” attached hereto.

Section 6. Should any provisions of this Ordinance be declared invalid by Court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any provision thereof other than the provisions specifically declare to be invalid. The Mayor and Council hereby declare that it would have passed this Ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared illegal, invalid or unconstitutional.

Section 7. This ordinance shall take effect immediately upon its adoption at the 2nd Reading.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, THIS 12th DAY OF AUGUST 2024.

1st Reading: July 22nd, 2024

2nd Reading: August 12th, 2024

MICHAEL CALDWELL, MAYOR

ROBYN ADAMS, CITY CLERK

Approved as to form:

ELDON L. BASHAM, CITY ATTORNEY

EXHIBIT “A”

Chapter III – LAND DEVELOPMENT STANDARDS

ARTICLE IV. SITE PLAN

3.403. – Specifications for Site Plans.

Unless otherwise instructed by the Community Development Department, one (1) complete set of digital site plans shall be submitted for review. A complete set means all required sheets, accompanied by other digital documents including but not limited to hydrological studies, traffic studies, site plan checklist, etc., in compliance with this chapter and the Land Development Ordinance. Each resubmittal shall comply with the same requirements. Partial, incomplete, or unassembled submittals shall be rejected.

Below is a list of the specification requirements that need to be included within every site plan. This checklist should be included in ALL construction plans that will be submitted to the City.

CHECKLIST FOR CONSTRUCTION PLANS:

DATE:

PROJECT NAME:

PROJECT DESCRIPTION (brief):

LOCATION:

DEVELOPER:

ENGINEER: _____ PHONE: _____

Please return this checklist and red lined copy of plans when revised plans are submitted.

ALL PLANS SHALL INCLUDE:

A. GENERAL

- Name of Developer/Business
- Owner or Developer's: Name, Address, and Phone Number
- Graphic Scale
- Scale no less than one (1) inch = one hundred (100) feet, except for overall site plans, which may be one (1) inch = two hundred (200) feet.
- North Arrow
- 24 Hour Contact and phone number
- Submittal date and date of revisions
- Location sketch /map
- Acreage to be subdivided
- Stamped, signed, and dated by licensed Surveyor or Engineer – all drawings
- Name, address, and phone number of design firm
- Total Area, Disturbed Area, and added and/or change in Impervious Area
- Land lot, district, and section
- Names and phone numbers of all utility providers on the cover sheet

B. EXISTING CONDITIONS

- Location and elevation of benchmark based on NAVD 88
- Boundary information: bearings and distances, property tie-down
- Topographic map showing contour interval of no more than two (2) feet.

- Zoning Classification of property to be subdivided and adjoining properties.
- Deed record names of adjoining property owners or subdivision.
- If re-subdivision, copy of existing plat with proposed re-subdivision superimposed thereon.
- Location of: Streams, lakes, wetlands, etc. Label with names. If none, state that there are none.
- Show all buffers
- Show all existing easements
- Location of all existing improvements and natural features
- Location of one hundred (100) year floodplain or statement that no part of the property lays within it. All lots adjacent to a one hundred (100) year floodplain shall require an elevation certificate indicating that the finished floor elevation of the structure shall be a minimum of three (3) feet above the one hundred (100) year floodplain.
- Location of adjoining property lines
- Location of existing buildings on property to be subdivided
- Location of right-of-way of adjoining streets, roads, or railroads, on or adjacent to property: Label width
- Location of all existing utilities
- Size and location of existing sewers, water mains, drains, culverts, etc. on or adjacent to property. Grades and inverts shown.
- Acreage of each drainage area affecting property: off-site
- Elevations based on mean sea level: where public water or sewer to be installed.

C. PROPOSED CONDITIONS

1. STREETS

- Proposed lot and street layout
- Show all proposed easements
- Detail entrance street with dimensions of the turning radii to be twenty-five (25) foot minimum radius back of curb
- Proposed names or designations
- Acceleration/deceleration lanes at entrance if applicable
- Continuation of existing streets where possible
- Typical road section for each proposed road type
- All sidewalks. Sidewalks along public streets are in the right-of-way.
- All striping within right-of-way to be thermoplastic (add a note)
- Pavement detail within City right-of-way
- No half streets
- No three (3) street intersections
- Angle between the centerline at street intersections shall not be less than seventy-five (75) degrees
- Minimum tangent of one hundred (100) feet for curved streets at intersections
- Minimum tangent of one hundred (100) feet for reverse curves.
- Street jogs at intersections offset at least one hundred fifty (150) feet.
- Header curb or curb and gutter shall be required on all paved streets. Refer to Chapter VII and Chapter XV for type and location.
- Minimum right-of-way
- Minimum pavement width
- Maximum grades as determined by the AASHTO Green Book, latest edition, or Section 15.301.1 of this code, whichever is less.
- Minimum horizontal curve radius as determined by the AASHTO Green Book, latest edition
- Minimum sight distance as determined by the AASHTO Green Book, latest edition
- Alley right-of-way twenty (20) foot minimum
- Maximum two-to-one (2:1) slope indicated on road cross section
- Pavement: Plant mix, triple surface treatment, or concrete
- Profile of proposed street showing existing and finished grades
- Minimum ten (10) foot shoulder for utility installation.
- Street grades and elevation check

- Adequate stationing information shown on the plan and profile
 - Street lighting
2. LOT LAYOUT
- Scaled lot dimensions
 - Building setback line or build to line in downtown
 - No lots fronting major US highways
 - No lots divided by corporate boundary lines
 - No double frontage lots
 - Lot lines at ninety (90) degrees to street or radial
 - Corner lots large enough to conform to minimum building setback on both streets
 - All lots front or abut public street, unless the street stays private
 - Minimum lot width
 - Minimum lot areas
 - Block lengths: one thousand two hundred (1,200) feet maximum, four hundred (400) feet minimum
 - Minimum block width sufficient for two (2) tiers of lots
3. STORM DRAINAGE SYSTEM
- Detail or reference GDOT structures
 - Drainage area and flow indicated to all inlets and cross drains
 - Design flood frequency and method of calculations of runoff indicated.
 - Inlet and outlet elevations, pipe slope, profiles required
 - Station, size, and length of pipe labeled
 - Minimum pipe cover
 - Concrete headwalls or flared end sections on smaller diameter pipe on inlet and outlet
 - Minimum design floods
 - Drainage structures located at low points of streets
 - Erosion and sediment control measures shown
 - On-site stormwater detention design
 - Drainage easement along watercourses and for pipes and ditches out of road right-of-way. Recommended drainage easements on all lot lines.
 - Flood plain reference
 - Hydrology study as required
4. WATER DISTRIBUTION (NOTE: Moratorium on 1120 and above)
- Pipe size
 - Material of construction
 - Minimum cover: forty-two (42) inches
 - No lot farther than five hundred (500) feet, measured in the street, from a fire hydrant, residential
 - Fire hydrant and water service shall be installed within three hundred (300) feet of proposed structures
 - Meters shown for each lot
 - Utility easement: minimum twelve (12) feet wide where water line located outside of road right-of-way
 - Tie-ins with existing lines indicated
 - Thrust restraint indicated
 - Note: compaction equipment to be used on all pipes and services under pavement
 - Tape and wire all plastic pipes and services
 - Provide gate valve and minimum of thirty-six (36) feet of pipe with removable plug at end of line in phased development
 - Ductile iron pipe over all cross drains, stream crossings, and road crossings.
5. SANITARY SEWER SYSTEM:

- Minimum diameter of eight (8) inches
- Minimum cover: four (4) inches under roadways and three (3) feet off-street
- Minimum slope in feet for eight (8) main is four-tenths (0.40) of a percent
- Drop manholes required if greater than one (1) foot differential in invert and incoming pipe
- Manhole spacing normally at three hundred fifty (350) feet, at grade changes, at alignment changes, and at all intersections

D. URBAN DESIGN PLAN:

- Building elevations which shall be appropriately scaled and identify materials and color schemes.
- Lighting plan showing a photometric survey, which conforms to Chapter 15 or Chapter 19 in the LDO, and cut sheets showing proposed fixtures and poles which must be compliant with Chapter 15 and Chapter 19 of the LDO.
- Tree preservation plan including all requirements from Chapter 12 of the LDO and is signed and stamped by a registered landscape architect.

E. ADDITIONAL REQUIREMENTS:

- Site plans prepared exclusively for public transportation projects shall adhere to the Georgia Department of Transportation Plan Presentation Guide (PPG) requirements, now and as amended, unless otherwise directed by the City Engineer.
- Any an all other requirements as determined by the Community Development Department.

EXHIBIT “B”

Chapter XV – STREET, SIDEWALK, TRAIL, AND ADDITIONAL INFRASTRUCTURE STANDARDS

ARTICLE II. STREET DESIGN AND IMPROVEMENT STANDARDS

All streets, whether public or private, which shall hereafter be established in connection with the development of a Major Subdivision shall comply with the following design and improvement standards. See the end of this chapter for standard street design details.

15.200. – General Subdivision Standards.

1. *Access to Arterials and Collectors.* Where a Subdivision borders on or contains an existing or proposed Arterial or Collector route, the Development Process Committee may require that access to such street be limited by:
 - a. The subdivision of lots so as to back on the Arterial or Collector route and front on a parallel Local Street;
 - b. A series of cul-de-sac, “U” shaped streets, or short loops entered from and designed generally at right angles to such a parallel street, with the rear lines of their terminal lots backing onto the Arterial or Collector route; or
 - c. A marginal access or service street, separate from the Arterial or Collector route by a planting or grass strip and having access thereto at suitable points.
 - d. The number of residential or Local Streets entering on Arterial or Collector routes shall be kept to a minimum.
2. *Reserve Strips.* The creation of reserve strips adjacent to a proposed street in such a manner as to deny access from adjacent property to such street shall not be permitted.
3. *Development Entrances.* All proposed developments such as residential, commercial, industrial subdivisions, apartments, commercial lots, mobile home parks, private subdivisions, etc., shall construct acceleration/deceleration to the following requirements:
 - a. Residential Subdivisions.
 1. Residential Subdivisions not exceeding twenty (20) lots, whose entrance is on an unclassified or minor collector county or city road or street shall install offset radii and fifty-foot tapers as shown in the applicable herein standard detail and Section 15.201.1.
 2. All other residential subdivisions shall construct full acceleration/deceleration lanes to conform to the applicable herein standard detail and Section 15.201.1. If the Public Works Director determines that the project’s size and/or location warrants a center turn lane and longer acceleration/deceleration lanes, then this may be required.
 3. Residential subdivision exceeding two hundred (200) lots shall be required to provide the Public Works Director with a traffic study.
 - b. Commercial/industrial subdivisions exceeding two (2) businesses.
 1. Full acceleration/deceleration lanes shall be installed per the applicable herein standard detail and Section 15.201.1.

2. If the Public Works Director determines that the project's size warrants a center turn lane and longer acceleration/deceleration lanes, then this may be required.
 - c. Small commercial businesses (two (2) or less).
 1. On unclassified or minor collector roads offset radii and fifty-foot tapers per the applicable herein standard detail and Section 15.201.1.
 2. Small commercial businesses shall install full acceleration/deceleration lanes per the applicable herein standard detail and Section 15.201.1, if accessing a major collector or an arterial road.
 3. Commercial businesses on corner lots, which have frontage on interior subdivision streets, shall have access only from the main city or county road or street.
 4. Commercial businesses on corner lots, which have frontage on an unclassified or minor collector city or county road or street, shall install an additional lane out to the intersection.
 - d. Larger Commercial Businesses. The Public Works Director may require a center turn land or longer acceleration/deceleration lanes if the traffic the project generates and the existing city or county road or street warrants it.
 - e. Access onto a state highway shall meet existing Georgia DOT requirements only, except that the entrance must be paved. A copy of the Georgia DOT permit shall be submitted to the Community Development Department before the plans can be approved.
 - f. The developer shall be required to upgrade the existing city road or street to meet the sight distance and lane requirements of the applicable herein standard detail and Section 15.201.1. In cases involving rock cuts, deep fills or cuts, proximity to flood plain, etc., the requirements of pavement widening for full acceleration/deceleration lanes may be modified or waived by the Public Works Director.
4. *Intersections.* Intersections of new streets in a subdivision shall comply with the following standards:
- a. Street shall be laid out so as to intersect as nearly as possible at right angles. A proposed intersection of two (2) new streets at an angle of less than sixty (60) degrees shall not be permitted. An oblique street should be curved approaching the intersection and should be approximately at right angles for at least one hundred (100) feet therefrom. Not more than two (2) streets shall intersect at any one (1) point unless specifically approved by the Public Works Director.
 - b. Proposed new intersections along one (1) side of an existing street shall coincide, wherever practicable, with any existing intersections on the opposite side of such street. Jogs within streets having center line offsets of less than one hundred twenty-five (125) feet shall not be permitted, except where the intersected streets have separated dual drives without median breaks at either intersection. Where streets intersect arterial or collector routes, their alignment shall be continuous. Intersection of arterial or collector streets shall be at least eight hundred (800) feet apart.
 - c. Where a street intersection will involve earth banks or existing vegetation inside any lot corner that would create a traffic hazard by limiting sight distance, the subdivider shall cut such ground or vegetation (including trees) in connection with the grading of the street right-of-way to the extent necessary to provide adequate sight distance.

- d. Intersections shall be designed with a flat grade wherever practical. In hilly or rolling areas, at the approach to an intersection, a leveling area shall be provided having not greater than a two (2) percent grade for a distance of twenty-five (25) feet, measured from the back of curb of the intersecting street.
5. *Street Names.* Street or roads that are extensions of, or obviously in alignment with, existing named streets, shall bear that name. The names of new streets and roads shall be subject to the approval of the Development Process Committee and shall not duplicate or be similar in sound to existing names, irrespective of the use of the suffix street, avenue, circle, way, boulevard, drive, place, court, etc.
6. *Railroads and Limited Access Highways.* Railroad rights-of-way and limited access highways, where so located as to affect the subdivision of adjoining lands, shall be treated as follows:
 - a. In residential areas, a buffer strip at least twenty-five (25) feet in depth in addition to the normally required depth of the lot may be required adjacent to the railroad right-of-way or limited access highway. This strip shall be located outside of residential lots and shall be designated on the plat: "This strip is reserved for screening; the placement of structures within said strip is prohibited."
 - b. In commercial or industrial areas, the nearest street extending parallel or approximately parallel to the railroad shall, wherever practical, be at a sufficient distance therefrom to ensure suitable dept of commercial or industrial sites.
 - c. Streets parallel to a railroad, where intersecting a street which crosses the railroad at grade, shall to the extent practical, be at a distance of at least one hundred fifty (150) feet from the railroad right-of-way. Such distance shall be determined with due consideration of the minimum distance required for future separation of grades by means of appropriate approach gradients.
7. *Bridges.* Bridges of primary benefit to the subdivider, as determined by the Public Works Director, shall be constructed at the full expense of the subdivider without reimbursement from the City. The sharing of expenses for the construction of bridges not of primary benefit to the subdivider, as determined by the Public Works Director, shall be fixed by special agreement between the City and the subdivider. The cost shall be charged to the subdivider pro-rata as to the percentage of his development so served. The engineering design of all bridges shall be submitted to the Public Works Director for review and approval prior to construction. The Public Works Director may confer with consultants or state agencies on the design of proposed bridges.
8. *Private Streets.* Private streets may be permitted by the Public Works Director in developments where controlled access or privacy is desired by the developer, provided such streets meet the standards of a public street and that a legal provision is drawn up that will guarantee the continued maintenance of the streets.
9. *Half Streets.* Half streets are prohibited. Whenever a street is planned adjacent to the proposed subdivision tract boundary, the entire street right-of-way shall be platted within the proposed subdivision.
10. *Split Level Streets.* Streets which are constructed so as to have two (2) traffic ways, each at different levels within the same right-of-way, shall provide such additional right-of-way as necessary and a paved traffic surface meeting the requirements of a marginal access street on each level. The slope between the two (2) traffic ways should not be less than two (2) to one (1).
11. *Alleys.* Alleys are permitted in any zoning category.

12. *Dams.* No city road or street shall be constructed on or across an existing or proposed dam.

15.201. – Design Standards.

Design of proposed roads, streets, and storm drains shall conform to these specifications:

1. *Geometric Standards.*

- a. *Required Speed Design/Maximum Grades.* Minimum design speeds and maximum grades in the City by street classification shall be as prescribed in the latest edition of the AASHTO Policy on Geometric Design of Highways and Streets (“The Green Book”). See Section 15.301.1 for maximum allowable grades on fire apparatus access roads. Minimum grade on cul-de-sac shall be one and one half (1.5) percent to maintain one (1) percent grade in curb line.
- b. *Horizontal Curves.* Horizontal curves and super elevation shall be as prescribed in the latest approved edition of “The Green Book.” Superelevation may be eliminated on streets with a speed design of thirty (30) mph or less. Minimum tangent between reverse curves on streets without superelevation shall be fifty (50) feet. Tangent between reverse curves on streets with superelevation shall be sufficient to accommodate full superelevation run out as prescribed by “The Green Book.”
- c. *Vertical Curves.* Vertical curves shall be as prescribed in “The Green Book.” Length of vertical curves shall be determined by the formula $L=KA$ where:

L = Length of vertical curve
K = Rate of vertical curvature*
A = Algebraic difference in grades

* - Values for K for Crests and Sags based on speed design are found in “The Green Book”

- d. *Intersection Sight Distance.* Horizontal sight distance of intersections shall be as prescribed in “The Green Book.”

2. *Storm Drainage Design Standards*

- a. Storm drainage design shall comply with the requirements of Chapter XIII – Floodplain Management/Flood Damage Prevention Standards and Chapter XIV – Stormwater Standards.
- b. Permitting, sizing, and location of all existing and proposed drainage structures shall be the responsibility of a Georgia-registered professional engineer, landscape architect, or land surveyor, subject to approval by the Public Works Department.
- c. Storm drainage pipes, also known as the stormwater conveyance system, shall be designed according to the methods and criteria found in Section 14.700 – Stormwater Management Standards.
- d. Corrugated metal pipes (CMP) are not permitted within City right-of-way. Reinforced concrete pipes (RCP) shall be used within City right-of-way. High-density polyethylene pipes (HDPE) may be used within City right-of-way but are not permitted within the roadway. The use of HDPE is expressly limited to the type with a smooth interior.

15.202. – Construction.

Road, street, and storm drainage construction shall comply with the following requirements; and with the latest edition of the Standard Specifications for Construction of Roads and Bridges of the Georgia Department of Transportation as amended by the latest published supplemental specifications, if any, of the Department of Transportation, unless otherwise specifically set forth herein.

1. *Clearing and Grubbing.* The entire area within construction limits shall be cleared and grubbed. Disposal of all debris shall be done in accordance with applicable laws and regulations. No burial of debris within the right-of-way shall be permitted.
2. *Grading.*
 - a. Grading shall be accurately done to the lines and grades shown on the plans. Embankments shall be compacted to a density of ninety-five (95) percent of the maximum laboratory dry weight per cubic foot as determined by AASHTO Method T-99. If it is necessary in order to obtain this compaction, the contractor shall add moisture to the material as placed.

b.

Depth of Cut or Fill	Cut Slopes	Fill Slopes
2 feet or less	4 to 1	4 to 1
2-5 feet	3 to 1	3 to 1
Over 5 feet	2 to 1	2 to 1

The depth of cut referred to above shall be constructed to be the maximum cut or fill occurring in any one (1) section of cut or fill. The slope on the cut or fill shall be uniform throughout for each section of cut or fill. When a cut is made in rock that requires blasting, slope may be changed to vertical slope upon written approval of the Public Works Director.

3. *Storm Drainage.* Storm drainage shall be installed in accordance with the approved construction plans. Trench construction and back fill shall be in accordance with Georgia DOT Standard No. 1030-D (latest version). Deviation from storm drainage as shown in the approved plans is not permitted unless specifically approved by the Public Works Director prior to installation.
 - a. *Cross Drain Pipes:*
 1. Not less than eighteen (18) inches in size inside the right-of-way.
 2. Have headwalls or flared end sections of an approved type on inlet and outlet ends of the pipe.
 3. Extend from edge of right-of-way to edge of right-of-way.
 4. Maximum continuous length of pipe shall be three hundred (300) feet.
 5. Junction boxes having access to the pipe shall be constructed to meet the requirements of Georgia DOT Standard 9031U (latest version).
 - b. *Materials and Installation:*
 1. *Concrete Pipes:*
 - A. Shall be reinforced within the right-of-way but may be plain pipe outside of the right-of-way, if diameter is eighteen (18) inches or less.
 - B. Flat bottom and circular pipe sections shall be laid in a preparation trench with the socket ends pointing upstream. Sections may be joined by mortar joints, bituminous plaster cement joints,

rubber-type gasket joints, O-ring gasket joints, or pre-formed plastic gasket joints. In bituminous plaster cement joints, the annular space shall be filled with joint material and the inside of each joint wiped smooth. Mortar joints shall be thoroughly wetted before filling with joint material. After the initial set, the mortar on the outside shall be protected from the air and sun with thoroughly wet earth or burlap cover. Rubber-type, O-Ring, and pre-formed plastic gasket joints shall be installed in accordance with the manufacturer's recommendations.

2. Metal Pipes:

- A. Metal pipe shall be fully coated outside of the right-of-way.
- B. Workmanship and Finish. Culvert pipe on which the shelter coating has been bruised or broken, either in the shop or in shipping, or which shows defective workmanship, shall be rejected. Among others, the following defects are specified as constituting poor workmanship and the presence of any or all of them in any culvert pipe shall constitute sufficient cause for rejection:
 - i. Uneven laps;
 - ii. Elliptical shaping;
 - iii. Variation from a straight centerline;
 - iv. Ragged or diagonal sheared edges;
 - v. Loose, unevenly lined or space rivets;
 - vi. Poorly formed rivet heads;
 - vii. Unfinished ends;
 - viii. Illegible brand;
 - ix. Lack of rigidity;
 - x. Bruised, scale, or broken shelter coating;
 - xi. Dents or bends in the metal itself.
- C. Coupling Bands. Field joint shall be made with bands of the same metal as the culverts. The bands shall be not less than seven (7) inches wide for diameters of eight (8) inches to thirty (30) inches, inclusive; not less than twelve (12) inches wide for culverts with diameters thirty-six (36) inches to sixty (60) inches. Such bands shall be so constructed as to lap on an equal portion of each of the culvert sections to be connected at the ends by galvanized angles having minimum dimensions of two (2) inches by three sixteenths (0.1875) inches. The seven (7) band shall have at least two (2) galvanized bolts not less than one-half (0.5) inch in diameter. The one-half (0.5) band shall have three (3) and twenty-four (24) inch band shall have five (5) one-half (0.5) inch bolts. Other equally effective methods of connecting the coupling bands may be used if approved by the Public Works Director.
- D. Gauge Determination and Tolerances. The gauge of the culvert metal will be determined from the thickness of the galvanized sheets. The mean thickness and the permissible variations therefrom for each gauge are as shown:

WEIGHT AND GAUGE TOLERANCES

Gauge #	Weight (oz/sq)	*Mean Thickness	Permissible Variation in Thickness (inches) for coil
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	ft)	(inches)	width (inches)	
			Up to 15	Over 15 to 32, incl.
8	112.5	0.1681	0.008	0.009
10	92.5	0.1382	0.008	0.009
12	72.5	0.1084	0.008	0.009
14	52.5	0.0785	0.007	0.007
16	42.5	0.0636	0.007	0.007
18	34.5	0.0516	0.006	0.007

*Thickness is measured on tangent of corrugation

- E. Corrugated Aluminum or Steel Pipe and Pipe Arches. Pipe sections shall be laid in a prepared trench with outside laps of circumferential joints pointing upstream and with longitudinal joints at the sides. Coupling bands, fastened by two (2) or more bolts, shall join the section. The space between adjoining sections shall be not more than the width of one (1) corrugation.
 - F. All damaged spots in galvanized coating that expose the base metal shall be recoated before the structure is back filled. All damaged spots in bituminous coating that expose the base metal shall be recoated with asphalt before the structure is back filled.
3. Before any traffic over a storm drain is allowed, the developer shall provide an adequate depth and width of compacted back fill to protect the structure from damage or displacement. Any debris or silt that constricts the flow through a pipe shall be removed by the developer as often as necessary to maintain drainage. All pipe structures shall be cleaned before the work is accepted. Any damage or displacement that may occur due to traffic or erosion shall be repaired or corrected at the developer's expense.
 4. Minimum clearances are:
 - A. One (1) foot between the bottom of the base or sub-base, if used, and the exterior crown of the culvert.
 - B. A minimum of one-half (0.5) foot between underground utilities and exterior crown of culverts.
 5. Storm drainage pipe shall be bedded in Type 57 gravel, if firm soil is not available.
 6. A certification by the supplier of the pipe specifications for each pipe shall be required before installation.
 - A. Bridge piling shall be driven to Georgia DOT standards for loading. Certification of pile load shall be by a professional engineer.
 - B. Changes in construction plans caused by field conditions shall be made at the direction of the Public Works Director with the cost of such changes to be paid by the developer.
 - C. Ditches. Where storm water velocity exceeds five (5) feet per second (fps), the ditch shall be rip-rapped.
 4. *Sub-Grade*. Sub-grade width shall include at least one (1) foot on each side outside the width of the base course, or one (1) foot on each side outside the location of curb and gutter forms.
 - a. After the earthwork has been completed, all storm drainage and other underground utilities have been installed under the roadbed, and the back fill in all such ditches thoroughly compacted, the sub-grade shall be brought to the lines, grades, and cross-section shown on the plans.
 - b. If any sections of the sub-grade are composed of unsuitable or unstable material, such material shall be

removed to the depth directed by the authorized representative of the City and replaced with suitable, thoroughly compacted material.

- c. When the street is to be used for construction traffic before the paving work is completed, a layer of No. 3 stone can be laid as a traffic surface if the developer so desires. This material shall not be used as part of the base material. It may be worked into the sub-grade, if not, shall be removed before the base course is placed.
 - d. The top six (6) inches of sub-grade shall be compacted to a density of one hundred (100) percent of the maximum laboratory dry weight per cubic foot as determined by AASHTO Method T-99. The contractor shall add moisture if necessary to obtain this compaction.
 - e. Provision shall be made to drain low points in road construction when the final paving surface is delayed.
 1. Provide break in the berm section when the curbing has not been constructed.
 2. Use two and one-half (2.5) inches of six-inch pipe sections to provide drainage under curb to side slopes.
5. *Curb and Gutter.* Curb and gutter shall be in accordance with Georgia DOT Standard No. 9032B (latest version) or roll-back type, having the sections and dimensions shown in the applicable detail herein, except where otherwise specified in Section 7.726.3.
- a. Residential Curb:
 1. Concrete shall have a minimum strength of two and one-half (2.5) PSI at twenty-eight (28) days.
 2. See Curb & Gutter Standards Detail in Appendix A.
 - b. Industrial or Commercial Curbing:
 1. Concrete shall have minimum strength of three thousand (3,000) PSI at twenty-eight (28) days.
 2. See Curb & Gutter Standards Detail in Appendix A.
 - c. Construction Methods:
 1. Line and grade shall be set by developer's engineer or surveyor.
 2. One-half (0.5) inch expansion joints of pre-molded bitumastic expansion joint material shall be provided at all radius points and at intervals not to exceed fifty (50) feet in the remainder of the curb and gutter.
6. *Base and Pavement for Residential/Industrial/Commercial Streets.*
- a. Graded aggregate base material is subject to approval by the Public Works Director. Gradation and compaction test reports shall be provided to the Public Works Department.
 - b. After aggregate base has been placed, spread, shaped, and compacted, it shall be inspected by the City site inspectors. After conditional acceptance, paving can begin.
 - c. After the prime has cured for twenty-four (24) hours, it shall be inspected by the City site inspectors. After conditional acceptance, paving can begin.

- d. Hot-mix asphalt concrete is subject to approval by the Public Works Director. Gradation, asphalt cement content, and compaction test reports shall be provided to the Public Works Department.
 - e. Typical pavement section is shown on Pavement Design Standards Detail in Appendix A.
7. *Sidewalks.* Sidewalks shall be provided along both sides of all streets in residential developments and along both sides of the main connector road of commercial/industrial developments, or where deemed necessary by recommendation of the Public Works Director.

Where a new development or parcel to be developed abuts an existing city or county roadway, curb and sidewalk shall be installed along the entire roadway frontage of the property.

Sidewalks shall be located and designed as follows:

- a. Sidewalks shall not be less than one (1) foot from the right-of-way line to prevent interference with fencing, walls, hedges, landscaping, or structures placed on the property line at a later date.
 - b. Sidewalks shall run parallel to the street.
 - c. Sidewalks shall be a minimum of four (4) feet wide and four (4) inches thick. See Section 7.726, Downtown Street Types Table for sidewalk width requirements in downtown.
 - d. Sidewalks shall be constructed of concrete with twenty-five hundred (2,500) PSI strength at twenty-eight (28) days.
 - e. All driveway aprons over sidewalks shall be constructed of concrete.
 - f. Sidewalks shall be properly back filled and landscaped.
 - g. On-site sidewalks or service walks are required for convenience and access to all dwelling units and other principal buildings from streets, driveways, parking areas or garages, and for convenient pedestrian circulation and access to all site facilities.
 - h. Sidewalks and walks shall be laterally pitched at a slope of not less than one-quarter (0.25) inch per foot in order to provide adequate surface drainage.
 - i. Sidewalks and walks shall not exceed a seven (7) percent grade. Where sidewalks exceed five (5) percent grade, a non-slip surface texture shall be used.
 - j. Sidewalks and walks adjacent to parking areas shall be a minimum of five (5) feet wide in order to prevent car overhang from restricting pedestrian movement along the sidewalk.
 - k. Width, alignment, and grade of sidewalks and service walkways shall provide safety, convenience, and good appearance for pedestrian traffic. Small jogs or changes in the alignment shall be avoided.
 - l. The alignment and grade of sidewalks and service walkways shall be coordinated with the site grading plan to prevent the passage of concentrated surface water on or across the sidewalk to prevent the ponding of surface water by the sidewalk.
 - m. All sidewalks shall meet Americans with Disabilities Act requirements for handicapped accessibility.
8. *Utility Cuts in Existing Streets.* All utility construction plans within City right-of-way shall be reviewed and approved by the Public Works Director. All storm drainage construction shall be reviewed and approved by the Public Works Director.
- a. No existing city road or street shall be open cut unless warranted by unusual circumstances. Any

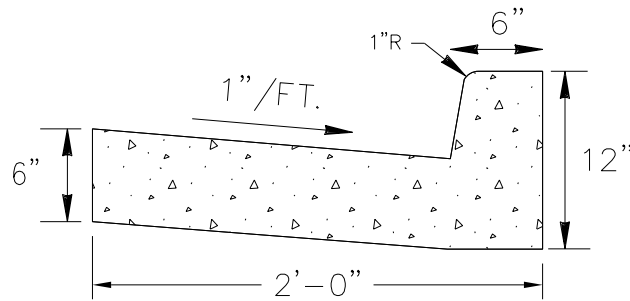
open cut shall be authorized by the Public Works Director. Storm drains fifty-six (56) inches and smaller shall be bored.

- b. If open cutting is authorized by the appropriate city department, the trenches shall be:
 1. Compacted to one hundred (100) percent if under pavement and to ninety-five (95) percent if not under pavement.
 2. Cut, back filled, and compacted in accordance with Georgia DOT Standard No. 1401 (latest version) with a surface course consisting of two (2) inches of asphaltic concrete Georgia DOT type "E" mix.
9. *Signs.* The developer shall install street name signs, traffic regulatory signs, and any other signs deemed necessary by the Public Works Director.
 - a. Street signs on public roadways shall be green "Scotchlite" with white legends. Street signs on private streets shall be blue with white legends. In the Downtown District, as noted in Section 7.726.3, see the Downtown Design Standards Policy found in the Council Policy Manual for street sign details.
 - b. Traffic regulatory signs shall conform to the latest edition of the "Manual on Uniform Traffic Control Devices" (MUTCD) and shall be approved by the Public Works Director as to design, material, and method of installation.
10. *Pavement Marking.* Pavement markings within city right-of-way shall be thermoplastic. Pavement marking as prescribed by the MUTCD shall be required as follows:
 - a. Pavement markings on all residential streets (whether local, minor collector, or major collector) where the speed design is thirty-five (35) mph or greater.
 - b. Pavement markings on all industrial/commercial roads and streets.
 - c. Pavement markings on all roads and streets with more than one (1) lane in each direction.
 - d. Crosswalks:
 - i. Shall be installed across any public or private street where a sidewalk or trail are crossing. Width shall be eight (8) feet or width of sidewalk or trail, whichever is greater.
 - ii. All crosswalks shall be continental style as shown on the Crosswalk Striping Detail in Appendix A unless located on a state route in which case the crosswalk shall be as shown on GDOT Construction Detail T-11A (latest version).

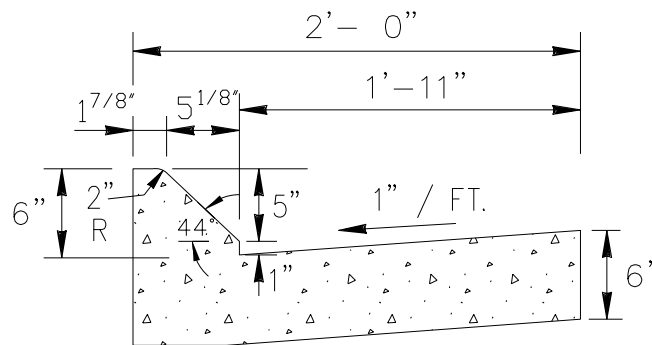
15.203 – 15.299. Reserved.

EXHIBIT “C”

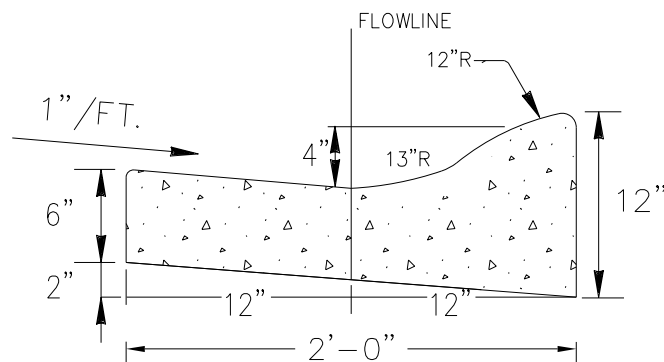
CURB & GUTTER STANDARDS



STANDARD CURB
 GDOT STD. 9032B (TYPE 2 FACE)

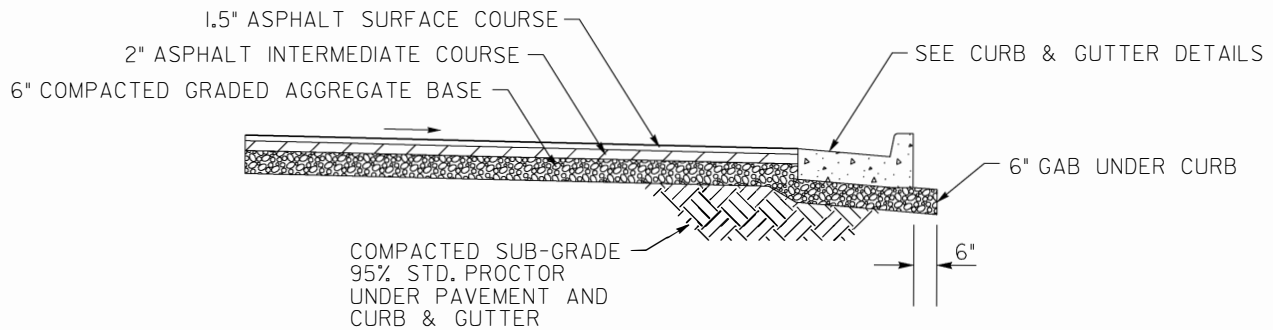


MOUNTABLE CURB
 GDOT STD. 9032B (TYPE 7 FACE)

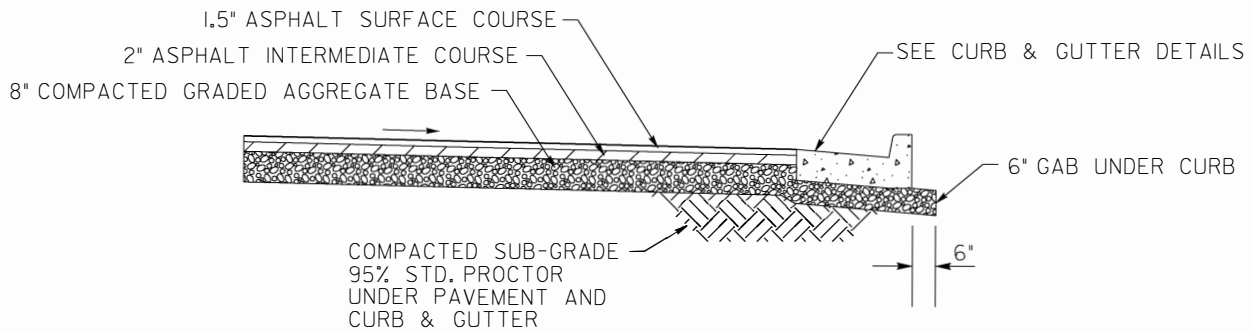


ROLLBACK CURB

PAVEMENT DESIGN STANDARDS

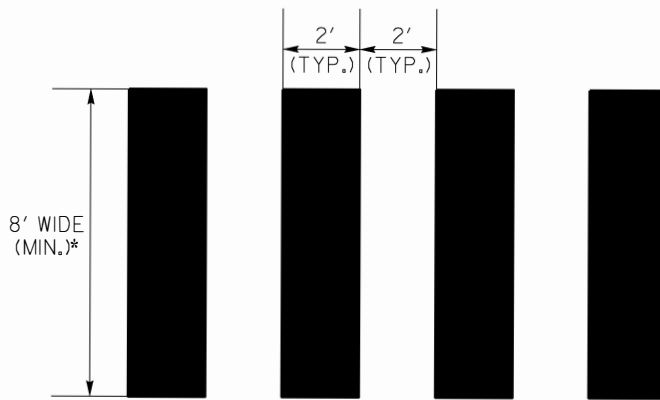


RESIDENTIAL STREETS



COMMERCIAL STREETS

*Street design requirements for arterial and collector streets shall be based on AASHTO and Georgia DOT standards, and approved by the city engineer.



NOTE: ALL CROSSWALK MARKINGS SHALL BE WHITE THERMOPLASTIC

CROSSWALK STRIPING

* - WIDTH IS THE GREATER OF 8' OR WIDTH OF SIDEWALK/TRAIL

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Tracy Albers, Community Development

ITEM TYPE: Ordinance 1st or 2nd Reading

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Approve Ordinance to Amend Chapter 11 (Special Events) - Permitting for Public Fireworks Displays (2nd Reading)**

SUGGESTED ACTION: Request for approval of an ordinance to amend Chapter 11, Section 11-8 of the city code regarding the permitting requirement for public fireworks displays. This amendment would reflect recent changes to state law pursuant to Georgia Senate Bill 417. The 1st reading of the draft ordinance was held at the July 22, 2024 Council Meeting.

ATTACHMENTS:

- [ATTACHMENT A - DRAFT ORDINANCE.pdf](#)
- [ATTACHMENT B - REDLINE CODE TEXT.pdf](#)

ORDINANCE NUMBER _____

AN ORDINANCE AMENDING CHAPTER 11 (SPECIAL EVENTS), SECTION 11-8 (FIREWORKS DISPLAYS) OF THE CODE OF ORDINANCES FOR THE CITY OF WOODSTOCK, GEORGIA TO MODIFY PERMIT REQUIREMENTS FOR PUBLIC FIREWORKS DISPLAYS TO REFLECT CHANGES IN STATE LAW PURSUANT TO GEORGIA SENATE BILL 417.

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

Whereas, the 1983 Constitution of the State of Georgia provides for the self-government of municipalities without the necessity of action by the General Assembly¹; 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 thereto²; and

Whereas, the City Council of the City of Woodstock, Georgia desires to amend Chapter 15 of the Code of Woodstock, Georgia as set forth herein.

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

Item 1. That Chapter 11 - SPECIAL EVENTS of the Code of Ordinances for the City of Woodstock, Georgia, shall be amended by deleting "Section 11-8. Fireworks display" and adding a new "Section 11-8. Fireworks displays", to read as follows:

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

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

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

"(a) The governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions or regulations relating to its property, affairs, and local government for which no provision has been made by general law and which are not inconsistent with the Constitution or any charter provision applicable hereto. Any such charter provision shall remain in force and effect until amended or repealed as provided in subsection (b) of this Code Section. This Code Section, however, shall not restrict the authority of the General Assembly, by general law, to define this home rule power further or to broaden, limit, or otherwise regulate the exercise thereof. The General Assembly, shall not pass any local law to repeal, modify or supersede any action taken by a municipal governing authority under this Code section, except as authorized under Code Section 36-35-6."

Sec. 11-8. 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.

(Ord. of 11-12-2012(1); Ord. of 12-14-2015; Ord. No. 4003, 7-11-2016)

State law reference(s)—The use of fireworks is governed by State Law, O.C.G.A. Title 25, Chapter 10 Regulation of Fireworks.

Item 2. Effective Date. This Ordinance shall take effect immediately upon its adoption after its second reading.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE CITY OF WOODSTOCK, GEORGIA, THIS ____ DAY OF _____, 2024.

First Reading Date: _____, 2024

Second Reading Date: _____, 2024

MICHAEL CALDWELL, MAYOR
CITY OF WOODSTOCK, GEORGIA

ROBYN ADAMS, CITY CLERK
CITY OF WOODSTOCK

REVIEWED FOR LEGAL CONTENT

ELDON L. BASHAM
CITY ATTORNEY

ATTACHMENT B

Sec. 11-8. 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 ~~Cherokee County Probate Court~~ **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 chief **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 ~~Cherokee County Probate Court~~ **City of Woodstock**.
 - (3) ~~A certificate of liability insurance.~~ **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**—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.

ATTACHMENT B

- (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; waste-water 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

ATTACHMENT B

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.

(Ord. of 11-12-2012(1); Ord. of 12-14-2015; Ord. No. 4003, 7-11-2016)

State law reference(s)—The use of fireworks is governed by State Law, O.C.G.A. Title 25, Chapter 10 Regulation of Fireworks.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Tracy Albers, Community Development

ITEM TYPE: Waivers and Appeals

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Waive Public Input Meeting for Z#159-24 at 10944 Highway 92**

SUGGESTED ACTION: Request for approval to waive the public input meeting for Z#159-24 at 10944 Highway 92 - Sodmasters Landscape Center. The City is in receipt of a request to amend the conditions of approval for the project at this location. Given the limited nature of the request, staff believes a public input meeting is not warranted. This item is tentatively schedule for Planning Commission consideration on October 3, 2024, and City Council consideration on October 14, 2024.

ATTACHMENTS:
[Z#159-24 Acceptance Letter.pdf](#)



August 5, 2024

Elisabyth Isbell
10944 Highway 92
Woodstock, GA 30188

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

**RE: Case: Z#159-24: 10944 Hwy 92
Location: 10944 Hwy 92
Parcel: 15N18 043 J**

To Whom It May Concern:

We are in receipt of the application requesting a Condition Amendment for the above referenced project. The application has been **accepted** as of August 5, 2024. Please provide payment in the amount of \$300 on or before Friday, August 16, 2024.

The Public Hearing Schedule for this case is set as follows:

Public Input Meeting:	TBD
DPC Meeting:	September 4, 2024 – City Annex @ 10:30 am
Planning Commission Meeting:	October 3, 2024 - Chambers at City Center @ 7pm
City Council Meeting:	October 14, 2024 - Chambers at City Center @ 7pm

Please have a representative at each meeting.

A request to waive the public input meeting requirement has been submitted for the August 12th City Council meeting, your staff contact will reach out regarding the outcome of the meeting.

Tracy Albers will be your staff contact for this case. If you have any questions, please call at 770-592-6000 ext. 1600 or email at talbers@woodstockga.gov.

Sincerely,

Maria Chang, Community Development Office Manager

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Kelly Cash, Special Projects

ITEM TYPE: Deeds, Easements, ROW Abandonments

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Ratify Temporary Construction Easement and Permanent Retaining Wall Easement for 513 Finch Court**

SUGGESTED ACTION: Request for approval to ratify temporary construction easement and permanent retaining wall easement for 513 Finch Court.

ATTACHMENTS:
[513 Finch Court - Sale Closing Package_Redacted.pdf](#)

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

SALE CLOSING STATEMENT

Closing Date: August 2, 2024

Seller: Jack Reid Clark and Marjorie E. Clark

Purchaser: City of Woodstock, Georgia

MIJS File No.: 24R222.1

Property: **Temporary Construction Easement and Permanent Retaining Wall Easement for Property located at 513 Finch Court, Woodstock, Georgia**

PURCHASE PRICE:		\$20,000.00
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ADJUSTMENTS TO PURCHASE PRICE:	\$ -0-	
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BALANCE OF PURCHASE PRICE:		\$20,000.00
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DISBURSEMENTS FOR SELLER:	\$ -0-	
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BALANCE TO SELLER:		\$20,000.00
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DISBURSEMENTS FOR PURCHASER:

1)	Balance of Purchase Price:	\$20,000.00
2)	Title Exam Fees to Emerson Title	213.00
3)	Attorney Fees to MIJS	450.00
4)	Recording/Misc. Expenses to MIJS	\$ 59.50
	TOTAL	\$20,722.50

CASH TO CLOSE:

FROM SELLER:		\$ -0-
FROM PURCHASER:		\$20,722.50

CONTRACT:

Those terms and conditions as contained in that certain Easement Agreement between Seller and Purchaser which are designated to survive the closing and delivery of the Temporary Construction Easement and the Permanent Retaining Wall Easement, shall so survive.

DOCUMENT ERROR/OMISSION

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

SELLER ACKNOWLEDGEMENT OF PROCEEDS

Seller hereby acknowledges receipt and payment in full of the proceeds due from the within settlement.

DISBURSEMENTS APPROVED AND AUTHORIZED

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

COUNTERPARTS

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

"SELLER"



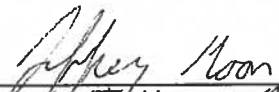
JACK REID CLARK



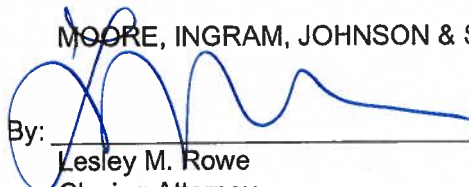
MARJORIE E. CLARK

"PURCHASER"

CITY OF WOODSTOCK, GEORGIA

By: 
Name: Jeffrey Moon
Title: City Manager

MOORE, INGRAM, JOHNSON & STEELE, LLP

By: 
Lesley M. Rowe
Closing Attorney

STATE OF GEORGIA
COUNTY OF COBB

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

Personally appeared before the undersigned officer, duly authorized to administer oaths, **JACK REID CLARK AND MARJORIE E. CLARK** (hereinafter together referred to as "Affiant"), who, being first duly sworn, deposes and says that Affiant is the "Owner", and that Owner is the owner in fee simple of certain real property located in **Cherokee** County, Georgia, (said real property being more particularly described in Exhibit "A" attached hereto and by reference made a part hereof). Affiant further deposes and says that to the best of his knowledge, **EXCEPT AS MAY BE EXPRESSLY SET FORTH TO THE CONTRARY ON Exhibit "B" attached hereto and by reference made a part hereof;**

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

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

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

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

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

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

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

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


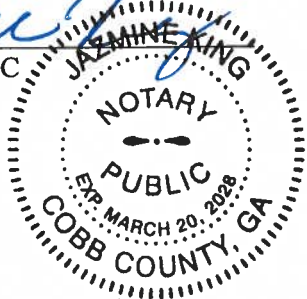
Owner is a State of Georgia resident and not a foreign person. If Owner is an entity other than a person it is a domestic U. S. entity.


Affiant is authorized to make this affidavit; and

This affidavit is given for the purpose of inducing CITY OF WOODSTOCK, GEORGIA to purchase said property and to induce MOORE INGRAM JOHNSON & STEELE, LLP to certify title to said property. Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct and complete.

 (Seal)
JACK REID CLARK, Affiant

Sworn to and subscribed before me,
this 2nd day of August, 2024.


NOTARY PUBLIC


 (Seal)
MARJORIE E. CLARK, Affiant

Sworn to and subscribed before me,
this 2nd day of August, 2024.


NOTARY PUBLIC


EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT RETAINING WALL EASEMENT OVER, UNDER, UPON, AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 947 OF THE 13TH DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA, BEING LOT 21, BLOCK A, OF CARDINAL WOODS SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 8, PAGE 186, CHEROKEE COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE

EXHIBIT "B"

1. Taxes for the year 2024 and all subsequent years not yet due and payable and any and all taxes and assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, rebillings, or errors by tax officials or their agents.
2. Security Deed from Jack Reid Clark and Marjorie E. Clark to Vanderbilt Mortgage and Finance, Inc. d/b/a Silverton Mortgage dated September 9, 2022, filed for record on September 13, 2022, and recorded in Deed Book 14823, page 1184, Records of Cherokee County, Georgia.
3. All matters disclosed by that certain plat recorded in Plat Book 8, page 186, Records of Cherokee County, Georgia.

TAX PARCEL IDENTIFICATION NO.: 15N11A 021

RETURN TO:
Moore Ingram Johnson & Steele, LLP
Emerson Overlook
326 Roswell Street
Suite 100
Marietta GA 30060

STATE OF GEORGIA

COUNTY OF CHEROKEE

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT GRANTED THIS 2ND DAY OF AUGUST, 2024 between the undersigned, JACK REID CLARK AND MARJORIE E. CLARK (Grantor) and CITY OF WOODSTOCK, GEORGIA, its successors and assigns (Grantee).

Witnesseth that: Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid at and before the sealing and delivery of these presents, and by these presents, does hereby grant unto the Grantee a temporary construction easement over, under, upon, and across a portion of the following described property ("Grantor's Property"):

Tax Parcel No. 15N11A 021 in Cherokee County, Georgia (also known as Lot 21 in Cardinal Woods), adjacent to which will be constructed a public roadway on the Brownlee Property. The location of the temporary construction easement shall be as shown on Exhibit "A" attached hereto.

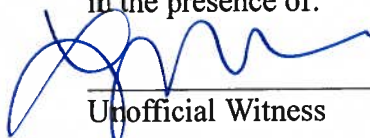
THE PURPOSE of this temporary construction easement is to allow Grantee, or its agents, to construct slopes, fill and embankments as necessary in order to construct Brownlee Road as shown on Exhibit "B" attached hereto. All activities within the temporary construction easement shall be pursuant to and consistent with plans approved by the City of Woodstock for the development and construction of Brownlee Road and other improvements as shown on Exhibit "B."


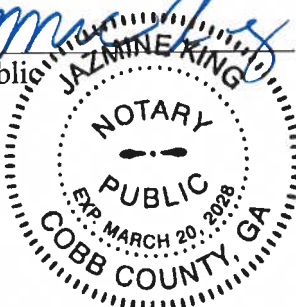
IN WITNESS WHEREOF the Grantor has signed and sealed this easement, the day and year above written.

Grantor:

 (Signed)
JACK REID CLARK

Signed, Sealed, and Delivered
in the presence of:

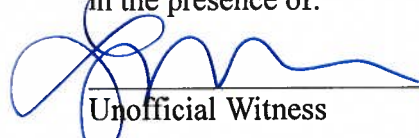

Unofficial Witness




Notary Public


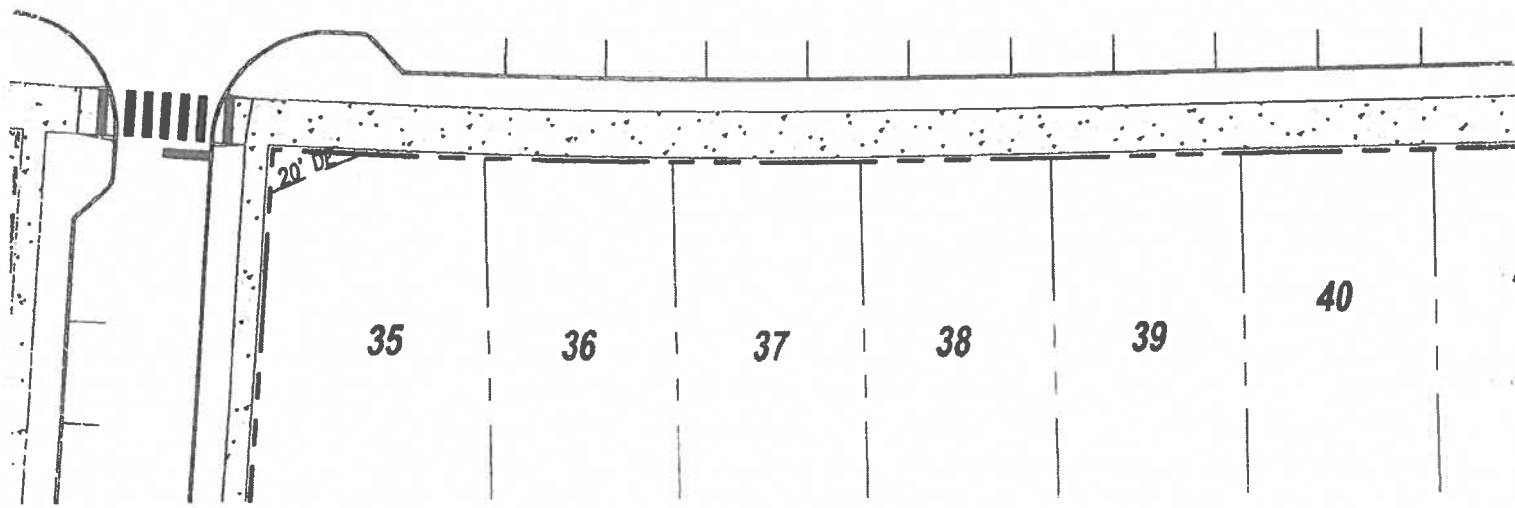
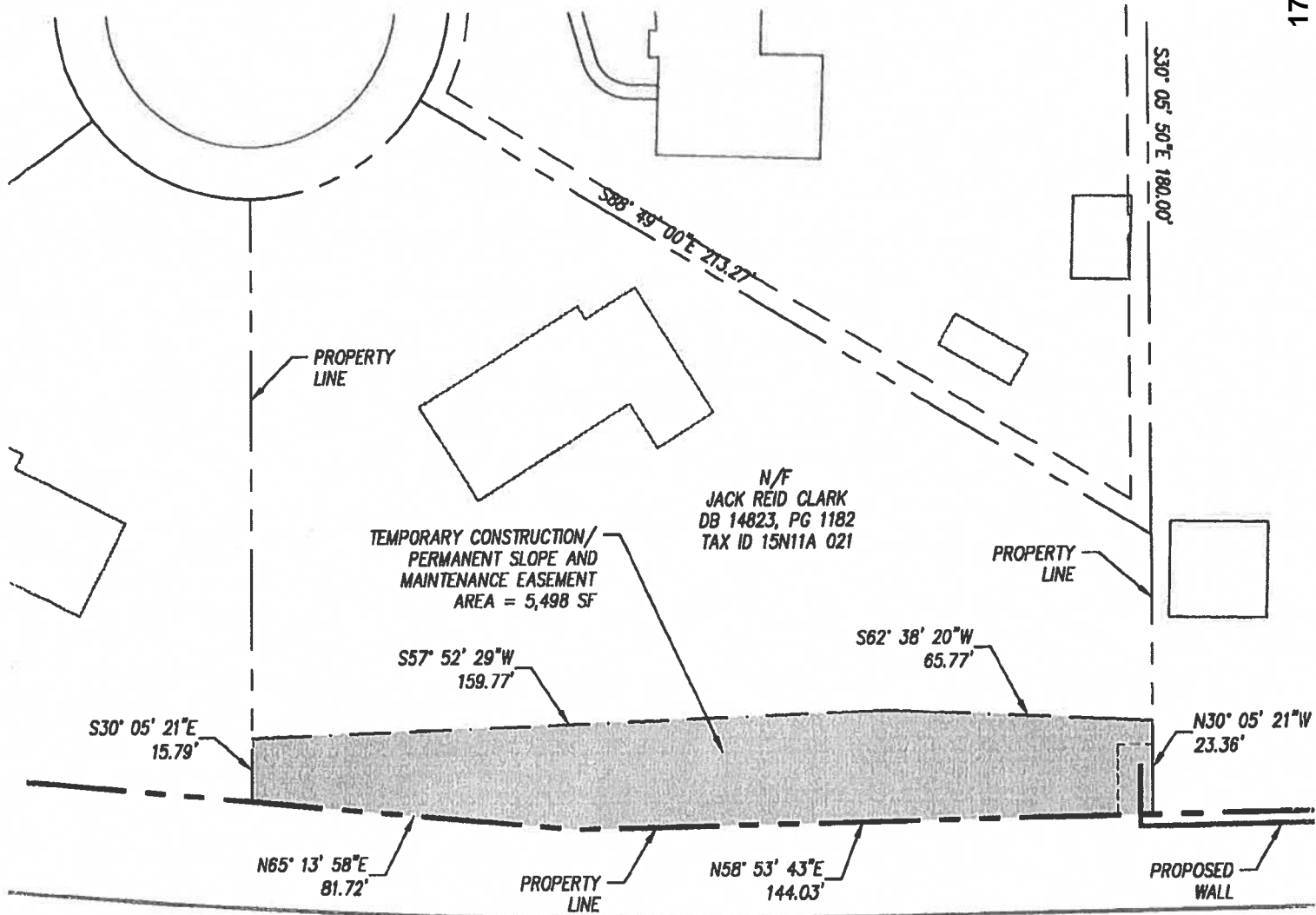
Grantor:

 (Signed)
MARJORIE E. CLARK

Signed, Sealed, and Delivered
in the presence of:


Unofficial Witness

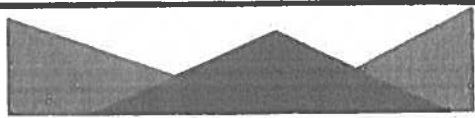

Notary Public




0 20 40 80
1 inch = 40 ft. *ARC*
MC

BROWNLEE RD TRACT

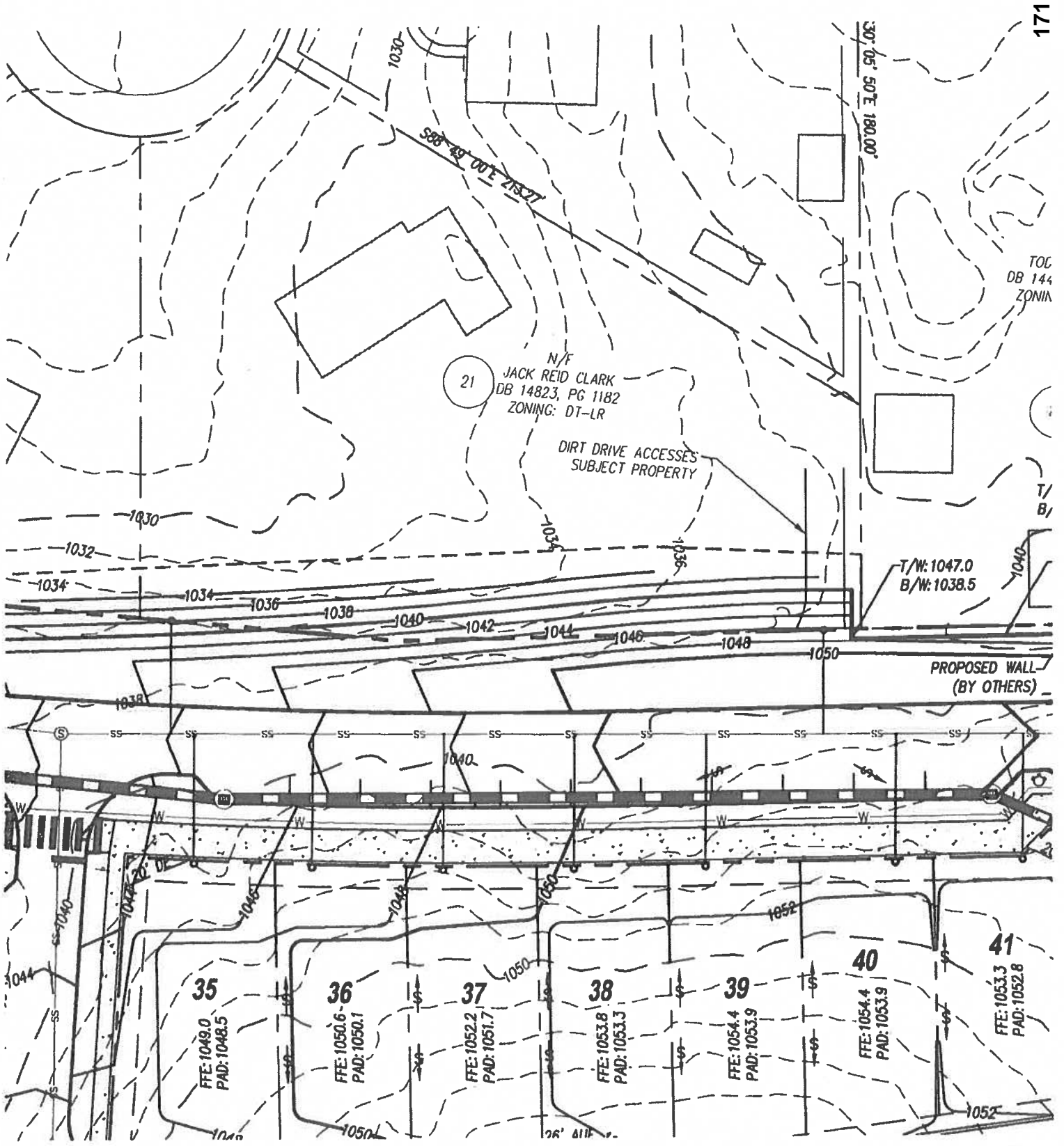
DOSSEY, LLC
LAND LOTS 846, 847, AND 848
2ND SECTION, 15TH DISTRICT
CITY OF WOODSTOCK, GEORGIA



RIDGE PLANNING AND ENGINEERING®
6234 OLD HIGHWAY 5
SUITE D9-250 · WOODSTOCK, GA 30188
770.938.9000

CLARK TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A



RETURN TO:
 MOORE INGRAM JOHNSON & STEELE, LLP
 EMERSON OVERLOOK
 326 ROSWELL STREET
 MARIETTA, GEORGIA 30060
 24R222.1

STATE OF GEORGIA

CHEROKEE COUNTY

PERMANENT RETAINING WALL EASEMENT

THIS PERMANENT RETAINING WALL EASEMENT granted this 2nd day of August, 2024, between **JACK REID CLARK AND MARJORIE E. CLARK**, of the County of Cherokee, as party of the first part, hereinafter referred to as the Grantor, and **CITY OF WOODSTOCK, GA**, as party of the second part, hereinafter referred to as the Grantee.

WITNESSETH THAT: Grantor, for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, and by these presents, grants unto the Grantee an easement over, under, upon and across the following described property:

Lot 21 in Cardinal Woods in Land Lots **946 and 947** of the **15th** District, **2nd** Section, of Cherokee County, Georgia. This Easement consists of approximately **149** square feet of Permanent Retaining Wall Easement around the retaining wall located on Grantor's parcel.

The purpose of this Easement is to allow Grantee, or its agents, a Permanent Retaining Wall Easement. Grantor may modify this Permanent Retaining Wall Easement upon development of the property subject to the written approval of City of Woodstock.

Also, granted is the right for a Temporary Construction Easement consisting of approximately **5,498** square feet for the construction and maintenance of the retaining wall, slopes, fills, and embankments as necessary, in order to support the retaining wall system. The Temporary Construction Easement becomes effective at the beginning of the construction of the above project on subject parcel and will expire upon completion of said project.

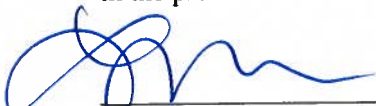
Grantor for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, grubbing, clearing, filling, or other earth moving or construction activities within or in the easement area conveyed herein are prohibited without the express written permission from the City of Woodstock.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said property, and that they will forever warrant and defend title thereto against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this Easement, the date above written.

Signed, Sealed and Delivered
in the presence of:

Grantors:



Witness



JACK REID CLARK

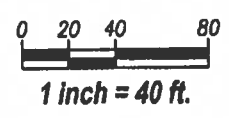
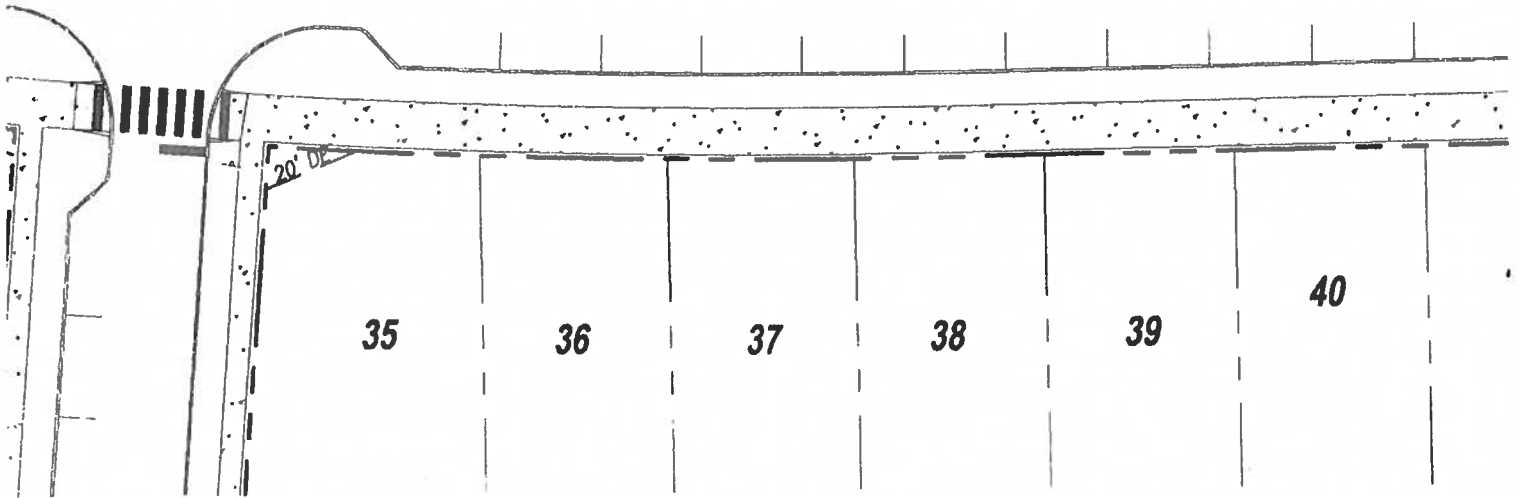
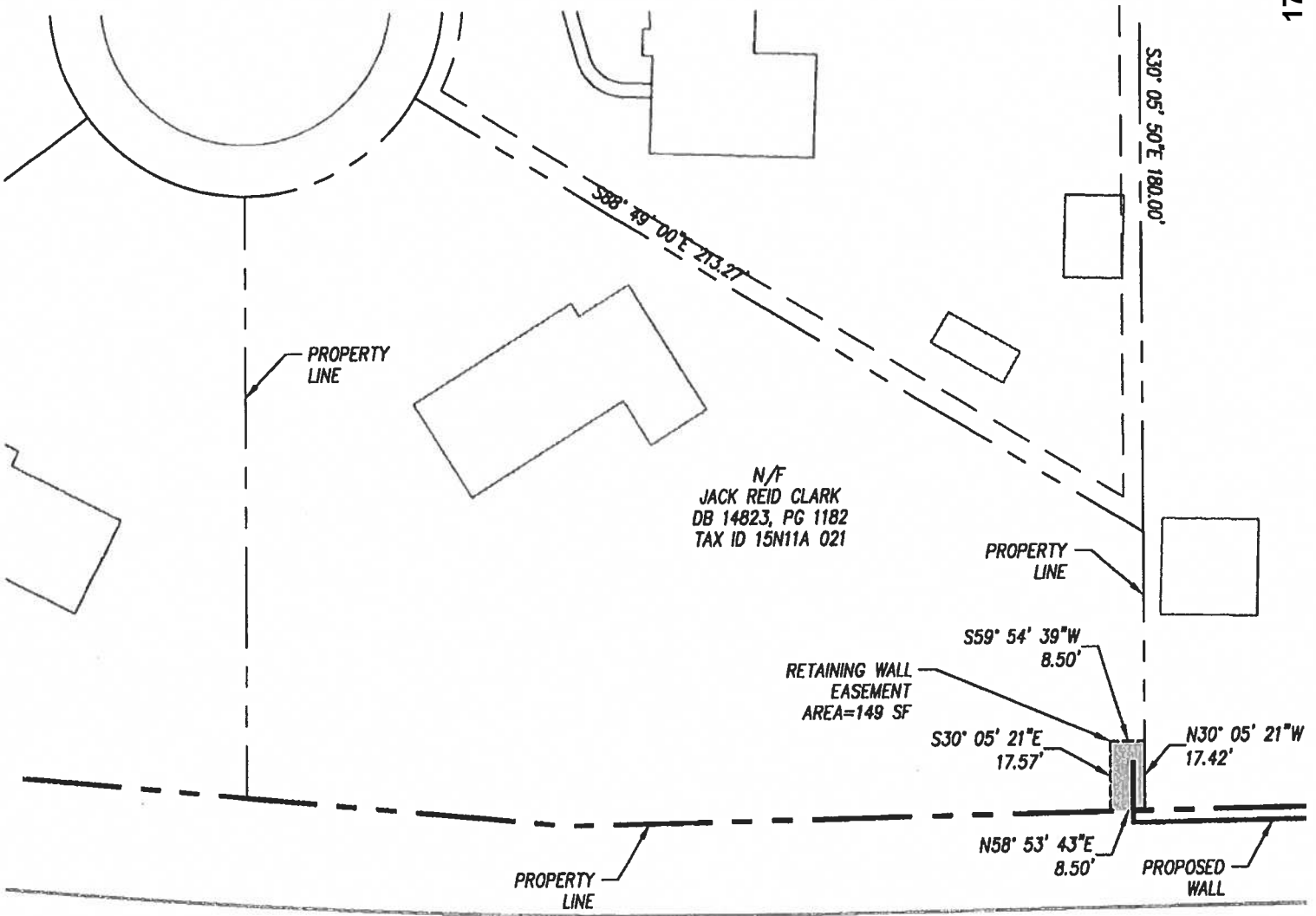


Notary Public



MARJORIE E. CLARK





JRC
MC

BROWNLEE RD TRACT

DOSSEY, LLC
LAND LOTS 946, 947, AND 948
2ND SECTION, 15TH DISTRICT
CITY OF WOODSTOCK, GEORGIA



RIDGE PLANNING AND ENGINEERING®
6234 OLD HIGHWAY 5
SUITE D9-250 WOODSTOCK, GA 30188
770.938.9000

**CLARK
RETAINING WALL EASEMENT**

EXHIBIT A

2024 - 1099-S REPORTING FORM - TRANSFEROR'S COPY

FILER'S NAME, STREET ADDRESS, CITY, STATE AND ZIP CODE

1. DATE OF CLOSING
08/02/2024

2024

MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GEORGIA 30060

2. GROSS PROCEEDS
\$20,000.00

FILER'S FEDERAL IDENTIFICATION NUMBER
58-2153374

TRANSFEROR'S TAX IDENTIFICATION NUMBER



(Jack)
(Marjorie)

TRANSFEROR'S NAME, ADDRESS, CITY, STATE AND ZIP CODE

Jack Reid Clark and
Marjorie E. Clark

3. ADDRESS OR LEGAL DESCRIPTION

Temporary Construction Easement and
Permanent Retaining Wall Easement for
513 Finch Court, Woodstock, Georgia

419 Fields Landing Drive
Canton, Georgia 30114

ACCOUNT NUMBER

24R222.1

4. TRANSFEROR RECEIVED OR WILL RECEIVE PROPERTY OR SERVICES
AS PART OF THE CONSIDERATION (IF CHECKED)

6. BUYER'S PART OF REAL ESTATE TAX

\$ _____

Form 1099-S

(Keep for your Records)

YOU ARE REQUIRED BY LAW TO PROVIDE MOORE INGRAM JOHNSON & STEELE, LLP WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER. IF YOU DO NOT PROVIDE MOORE INGRAM JOHNSON & STEELE, LLP WITH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER, YOU MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES IMPOSED BY LAW.

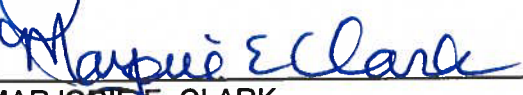
THIS IS IMPORTANT TAX INFORMATION AND IT IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS INCOME IS TAXABLE AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

TRANSFEROR:



JACK REID CLARK



MARJORIE E. CLARK

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Robyn Adams, Administration

ITEM TYPE: Contracts, Agreements, Leases

AGENDA SECTION: CONSENT AGENDA

SUBJECT: **Ratify Neese Road Parcel 64 - Northern Segment**

SUGGESTED ACTION: Request for approval to ratify Neese Road Parcel 64 - northern segment. Due to a delay in closing, this agenda item was tabled at the May 20, 2024 Council Meeting to allow time for the closing to be rescheduled and completed.

ATTACHMENTS:

- [Parcel 64 Neese Rd_2024-07-29_10-15-19.pdf](#)
- [Sale Closing Package.pdf](#)

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

SALE CLOSING STATEMENT

Closing Date: July 26, 2024
Seller: William R. Horstman
Purchaser: City of Woodstock, Georgia
MIJS File No.: 23R205.17
Property: **Permanent Drainage Easement, Temporary Construction Easement, and Driveway Easement on Neese Road, Woodstock, Cherokee County, Georgia (Parcel 64 Northern Segment)**

PURCHASE PRICE: \$562.00

ADJUSTMENTS TO PURCHASE PRICE: \$ -0-

BALANCE OF PURCHASE PRICE: \$562.00

DISBURSEMENTS FOR SELLER: \$ -0-

BALANCE TO SELLER: \$562.00

DISBURSEMENTS FOR PURCHASER:

1) Balance of Purchase Price:	\$ 562.00
2) Title Update Fees to MIJS	\$ 50.00
3) Attorney Fees to MIJS	\$ 450.00
4) Recording/Misc. Expenses to MIJS	<u>\$ 29.75</u>
TOTAL	\$1,091.75

CASH TO CLOSE:

FROM SELLER: \$ -0-

FROM PURCHASER: \$1,091.75

CONTRACT:

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

REAL ESTATE AGENTS/COMMISSION:

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

PROPERTY TAXES:

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

DOCUMENT ERROR/OMISSION

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

SELLER ACKNOWLEDGEMENT OF PROCEEDS

Seller hereby acknowledges receipt and payment in full of the proceeds due from the within settlement.

DISBURSEMENTS APPROVED AND AUTHORIZED

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

COUNTERPARTS

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

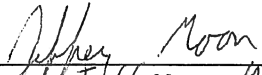
"SELLER"




WILLIAM R. HORSTMAN

"PURCHASER"

CITY OF WOODSTOCK, GEORGIA

By: 
Name: Jeffrey Moon
Title: City Manager

MOORE, INGRAM, JOHNSON & STEELE, LLP

By: 

Eidon L. Basham Lesley M. Rowe
Closing Attorney

**MOORE INGRAM JOHNSON & STEELE, LLP
 ATTORNEYS AT LAW
 EMERSON OVERLOOK - 326 ROSWELL STREET
 MARIETTA, GEORGIA 30060
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There shall not be any proration of property taxes between the parties to this transaction.

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

SELLER ACKNOWLEDGEMENT OF PROCEEDS

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DISBURSEMENTS APPROVED AND AUTHORIZED

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

COUNTERPARTS

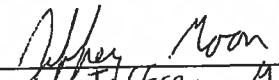
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"SELLER"




WILLIAM R. HORSTMAN

"PURCHASER"
CITY OF WOODSTOCK, GEORGIA

By: 
Name: Jeffrey Moon
Title: City Manager

MOORE, INGRAM, JOHNSON & STEELE, LLP

By: 

~~Erion L. Basham~~ Lesley M. Rowe
Closing Attorney

STATE OF GEORGIA
COUNTY OF COBB

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

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

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

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

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

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

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

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

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

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

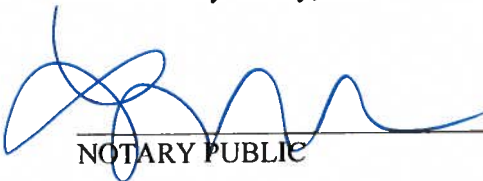
Owner is a State of Georgia resident and not a foreign person. If Owner is an entity other than a person it is a domestic U. S. entity.

Affiant is authorized to make this affidavit; and

This affidavit is given for the purpose of inducing **CITY OF WOODSTOCK, GEORGIA** to purchase said property and to induce **MOORE INGRAM JOHNSON & STEELE, LLP** to certify title to said property. Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct and complete.


_____(Seal)
WILLIAM R. HORSTMAN, Affiant

Sworn to and subscribed before me,
this 26th day of July, 2024.



NOTARY PUBLIC

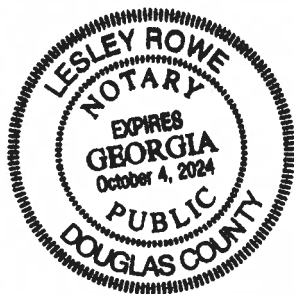


EXHIBIT "A"
LEGAL DESCRIPTION PARCEL 64
PERMANENT DRAINAGE EASEMENT TRACT #1

All and singular that certain tract of land lying and being in Land Lot 1028, 15th District of Cherokee County, Georgia, being more particularly described as follows:

Commencing at the easterly right-of-way line of Franklin Rd. and the southerly right-of-way line of Neese Road (variable right-of-way) at station 83+58.68, 34.00 feet left of construction centerline as shown on plans for Neese Road Improvements;

Thence South 81°54'12" East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;

Thence South 80°06'02" East continuing along said southerly right-of-way line a distance of 109.58 feet to a point;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 9.02 feet to a point;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 59.04 feet to a point said point;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance a distance of 29.02 feet to a point said point being the **POINT OF BEGINNING**;

Thence South 80°04'25" East along said southerly right-of-way line a distance of 12.36 feet to a point;

Thence South 13°17'46" West leaving said southerly right-of-way line a distance of 9.48 feet to a point;

Thence North 82°17'30" West a distance of 11.42 feet to a point;

Thence North 07°42'30" East a distance of 9.92 feet to a point on the southerly right-of-way line of Neese Road said point being the **POINT OF BEGINNING**;

CONTAINING 115 square feet, or 0.003 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

LEGAL DESCRIPTION PARCEL 64
PERMANENT DRAINAGE EASEMENT TRACT#2

All and singular that certain tract of land lying and being in Land Lot 1028, 15th District of Cherokee County, Georgia, being more particularly described as follows:

Commencing at the easterly right-of-way line of Franklin Rd. and the southerly right-of-way line of Neese Road (variable right-of-way) at station 83+58.68, 34.00 feet left of construction centerline as shown on plans for Neese Road Improvements;

Thence South 81°54'12" East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;

Thence South 80°06'02" East continuing along said southerly right-of-way line a distance of 109.58 feet to a point said point said point being the **POINT OF BEGINNING**;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 9.02 feet to a point;
 Thence South 07°42'30" West leaving said right-of-way a distance 16.32 feet to a point;
 Thence North 82°17'30" West a distance of 9.89 feet to a point;
 Thence North 10°42'40" East a distance of 16.02 feet to a point;
 Thence North 10°42'40" East a distance of 0.67 feet to a point on the southerly right-of-way line of Neese Road said point being the **POINT OF BEGINNING**;

CONTAINING 156 square feet, or 0.004 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

**LEGAL DESCRIPTION PARCEL 64
 TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES**

All and singular that certain tract of land lying and being in Land Lot 1028, 15th District of Cherokee County, Georgia, being more particularly described as follows:

Commencing at the easterly right-of-way line of Franklin Rd. and the southerly right-of-way line of Neese Road (variable right-of-way) at station 83+58.68, 34.00 feet left of construction centerline as shown on plans for Neese Road Improvements;
 Thence South 81°54'12" East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;
 Thence South 80°06'02" East continuing along said southerly right-of-way line a distance of 109.58 feet to a point;
 Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 9.02 feet to a point said point being the **POINT OF BEGINNING**;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 59.04 feet to a point;
 Thence South 07°42'30" West a distance of 8.04 feet to a point;
 Thence North 82°17'30" West a distance of 59.00 feet to a point;
 Thence North 07°42'30" East a distance of 10.32 feet to a point said point being the **POINT OF BEGINNING**;

CONTAINING 542 square feet, or 0.012 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

**LEGAL DESCRIPTION PARCEL 64
 DRIVEWAY EASEMENT**

All and singular that certain tract of land lying and being in Land Lot 1028, 15th District of Cherokee County, Georgia, being more particularly described as follows:

Commencing at the easterly right-of-way line of Franklin Rd. and the southerly right-of-way line of Neese Road (variable right-of-way) at station 83+58.68, 34.00 feet left of construction centerline as shown on plans for Neese Road Improvements;

Thence South $81^{\circ}54'12''$ East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;

Thence South $80^{\circ}06'02''$ East continuing along said southerly right-of-way line a distance of 109.58 feet to a point;

Thence South $80^{\circ}04'25''$ East continuing along said southerly right-of-way line a distance of 9.02 feet to a point;

Thence South $80^{\circ}04'25''$ East a distance of 59.04 feet to a point said point said point being the **POINT OF BEGINNING**;

Thence South $80^{\circ}04'25''$ East a distance of 29.02 feet to a point;

Thence South $07^{\circ}42'30''$ West a distance of 9.92 feet to a point;

Thence North $76^{\circ}23'08''$ West a distance of 29.15 feet to a point;

Thence North $07^{\circ}42'30''$ East a distance of 8.04 feet to a point said point being the **POINT OF BEGINNING**;

CONTAINING 260 square feet, or 0.006 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

EXHIBIT "B"

1. Taxes for the year 2024 and all subsequent years not yet due and payable and any and all taxes and assessments which may become due and payable for the current or previous years, due to, but not limited to, reassessments, rebillings, or errors by tax officials or their agents.
2. Security Deed from William R. Horstman to NationStar Mortgage LLC d/b/a Mr. Cooper dated December 11, 2019, filed for record on December 27, 2019, and recorded in Deed Book 14428, page 2402, Records of Cherokee County, Georgia.
3. Deed to Secure Debt from William R. Horstman to Craft Bank dated September 21, 2021, filed for record on October 21, 2021, and recorded in Deed Book 14717, page 1332, Records of Cherokee County, Georgia.
4. All matters reflected on that certain plat recorded in Plat Book 7, page 99, Records of Cherokee County, Georgia.

_____ Space Above Used for Recording Information _____

RETURN TO:

Moore Ingram Johnson & Steele, LLP
Emerson Overlook
326 Roswell Street, Suite 100
Marietta, GA 30060
23R205.17

DRAINAGE EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT

This Drainage Easement and Temporary Construction Easement (hereinafter referred to as the "Easement") made and entered into this 26th day of July, 2024, by and among WILLIAM R. HORSTMAN (hereinafter referred to as "Grantor") and CITY OF WOODSTOCK, GEORGIA, a political subdivision of the State of Georgia (hereinafter referred to as "Grantee" or the "City").

W I T N E S S E T H :

WHEREAS, Grantor is the owner of certain property lying and being in Land Lot 1028 of the 15th District, 2nd Section, Cherokee County, Georgia, said property being commonly known as 506 Neese Road, and being more particularly described in Deed Book 14270, Page 2766, Cherokee County, Georgia records, said instrument being made a part hereof by reference (said property being hereinafter referred to as the "Grantor's Property");

WHEREAS, the City is constructing road improvements adjacent to the Grantor's Property (the "Road Improvements"); and

WHEREAS, the City desires to install and construct a drainage system by which surface and storm water will drain from the right of way, and the parties wish to establish an easement for said installation and construction (the "Drainage System"); and

WHEREAS, the parties hereto wish to establish a permanent easement for slopes and for access for the purpose of maintaining the Drainage System over across and through the property more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Drainage Easement Area"); and

WHEREAS, as part of the road improvements, the City intends to construct slopes on the Grantor's Property support the road and, accordingly, the parties hereto wish to establish a temporary easement for the construction of said slopes over across and through the area more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Temporary Construction Easement Area");

WHEREAS, plans showing the Drainage Easement Area, the Temporary Construction Easement Area, and a Driveway Easement are attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of Drainage Easement.** Grantor hereby grants and conveys unto Grantee and its successors and assigns a perpetual non-exclusive drainage easement to allow surface and storm water to drain from the right of way over, across, and through the Drainage Easement Area and for the purpose of constructing drainage areas and structures for the drainage of water. Grantee's rights with respect to the Drainage Easement Area shall be for the continued maintenance and use of the Drainage Easement Area as a permanent drainage easement for the maintenance of any structures, earth contours or other drainage apparatus and for the flow of water over, under and across said Drainage Easement Area. The drainage easement covered by this instrument is for the purpose of a drainage, together with the right to go upon said Drainage Easement Area to install drainage apparatus and grade and contour the ground, and to inspect, maintain, replace or repair the same, as may from time to time be necessary, and whenever Grantee may seem fit, with all rights, members and appurtenances to said easement and right-of-way in anywise appertaining to or belonging.

2. **Temporary Construction Easement for Construction of Slopes.** Grantor hereby grants and conveys unto Grantee and its successors and assigns a temporary construction easement over, across, and through the Temporary Construction Easement Area with the full right of use for all purposes in connection with the Road Improvements, which may include but shall not be limited to the construction of slopes and the installation of and improvements to curbing, gutters, sidewalks, and handicap ramps. The right to use the Temporary Construction Easement Area shall terminate upon the final completion of the Road Improvements.

3. **Successors and Assigns.** The easements granted herein shall run with title and be appurtenant to and burden the Grantor's Property and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors, successors-in-title and assigns of Grantor and Grantee. All obligations of the parties hereto shall be binding upon their successors-in-title and assigns.

4. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Easement or any portion thereof shall not affect the remaining portions thereof or any part thereof, and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

5. **Governing Law.** This Easement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, this Easement has been executed under seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Cassandra E. [Signature]
Witness

[Signature] (SEAL)
WILLIAM R. HORSTMAN

[Signature]
Notary Public

My Commission Expires _____

(NOTARY SEAL)



EXHIBIT "A"
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PERMANENT DRAINAGE EASEMENT TRACT #1

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Thence South 81°54'12" East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;

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CONTAINING 115 square feet, or 0.003 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

TOGETHER WITH:
LEGAL DESCRIPTION PARCEL 64
PERMANENT DRAINAGE EASEMENT TRACT#2

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Thence North 10°42'40" East a distance of 0.67 feet to a point on the southerly right-of-way line of Neese Road said point being the **POINT OF BEGINNING**;

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EXHIBIT "B"
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TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

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Thence South 81°54'12" East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;

Thence South 80°06'02" East continuing along said southerly right-of-way line a distance of 109.58 feet to a point;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 9.02 feet to a point said point being the **POINT OF BEGINNING**;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 59.04 feet to a point;

Thence South 07°42'30" West a distance of 8.04 feet to a point;

Thence North 82°17'30" West a distance of 59.00 feet to a point;

Thence North 07°42'30" East a distance of 10.32 feet to a point said point being the **POINT OF BEGINNING**;

CONTAINING 542 square feet, or 0.012 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

AND TOGETHER WITH:
LEGAL DESCRIPTION PARCEL 64
DRIVEWAY EASEMENT

All and singular that certain tract of land lying and being in Land Lot 1028, 15th District of Cherokee County, Georgia, being more particularly described as follows:

Commencing at the easterly right-of-way line of Franklin Rd. and the southerly right-of-way line of Neese Road (variable right-of-way) at station 83+58.68, 34.00 feet left of construction centerline as shown on plans for Neese Road Improvements;

Thence South 81°54'12" East continuing along the southerly right-of-way line of Neese Road a distance of 124.49 feet to a point;

Thence South 80°06'02" East continuing along said southerly right-of-way line a distance of 109.58 feet to a point;

Thence South 80°04'25" East continuing along said southerly right-of-way line a distance of 9.02 feet to a point;

Thence South 80°04'25" East a distance of 59.04 feet to a point said point said point being the **POINT OF BEGINNING**;

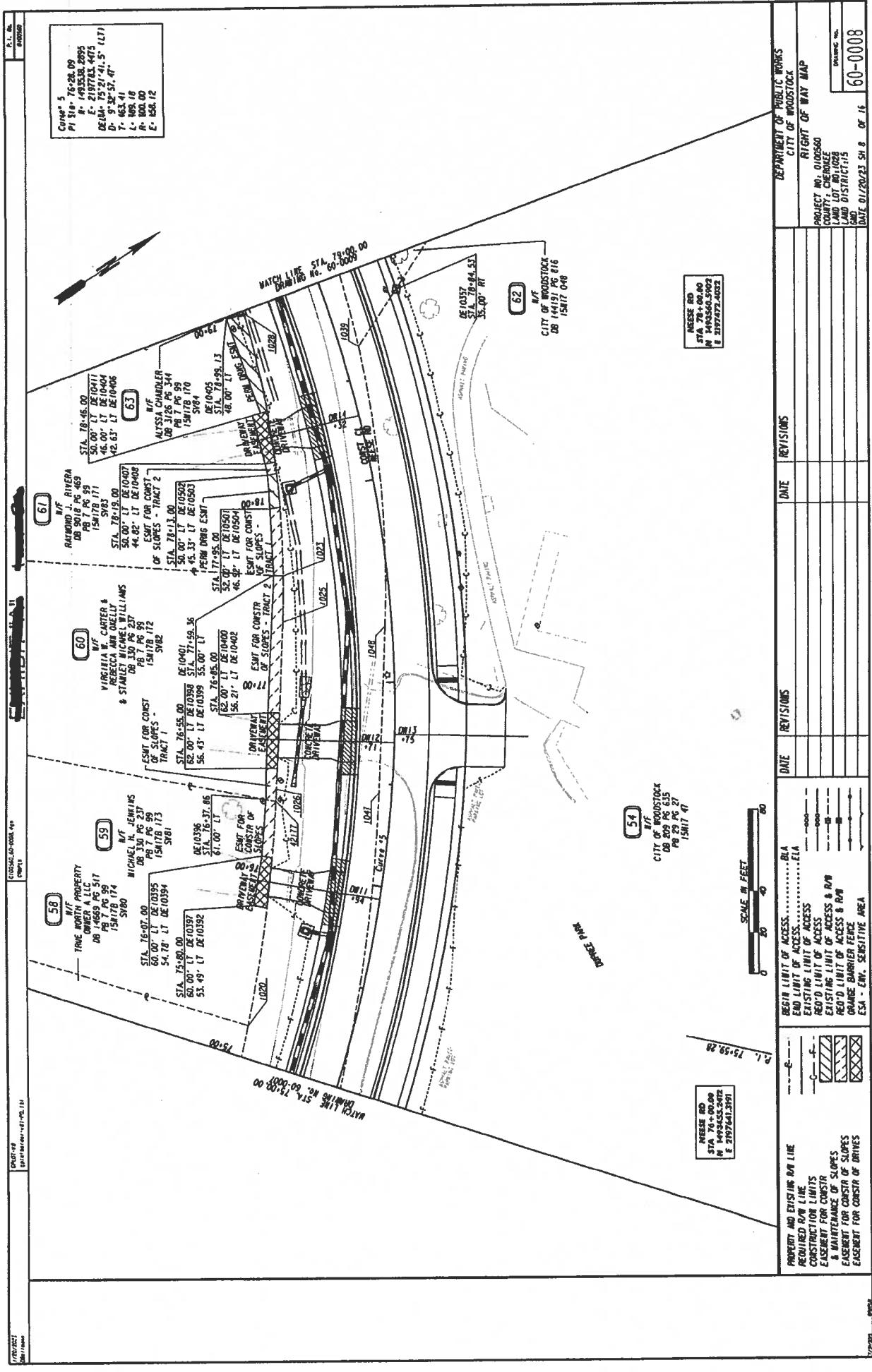
Thence South 80°04'25" East a distance of 29.02 feet to a point;
Thence South 07°42'30" West a distance of 9.92 feet to a point;
Thence North 76°23'08" West a distance of 29.15 feet to a point;
Thence North 07°42'30" East a distance of 8.04 feet to a point said point being the **POINT OF BEGINNING**;

CONTAINING 260 square feet, or 0.006 acres, as shown on Right-of-Way Plans of Neese Road Improvements Brentwood Lane to Washington Avenue by ARCADIS, Project #30100560, dated 1-20-2023, last revised 03-25-2024.

EXHIBIT C

Plans Showing the Easement Areas

[see attached]



CURVE 5
 PI Sta. 75+28.09
 R = 149338.2895
 E = 219743.4475
 DE108.8
 PC = 75+51.47
 PT = 75+51.47
 L = 800.00
 E = 556.12

RESURV
 BY 140550.5002
 E 219747.4022

RESURV
 BY 140550.5002
 E 219747.4022

SCALE IN FEET
 0 20 40 60

DATE	REVISIONS	DATE	REVISIONS

PROPERTY AND EXISTING ROW LINE
 REQUIRED ROW LINE
 CONSTRUCTION LIMITS
 2' BUFFER ZONE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRAVES

BEGIN LIMIT OF ACCESS
 END LIMIT OF ACCESS
 EXISTING LIMIT OF ACCESS
 RED'D LIMIT OF ACCESS
 RED'D LIMIT OF ACCESS & R/W
 EXISTING LIMIT OF ACCESS & R/W
 RED'D LIMIT OF ACCESS & R/W
 ORANGE BARRIER FENCE
 ESA - ENV. SENSITIVE AREA

DEPARTMENT OF PUBLIC WORKS
 CITY OF WOODSTOCK
 RIGHT OF WAY MAP
 PROJECT NO. 0100560
 COUNTY, CHESTER
 DISTRICT, WOODSTOCK
 LAND DISTRICT 119
 SMD
 DATE 01/20/23 SH 8 OF 16

60
 VIRGINIA W. CARTER &
 ARBECHELL & WILLIAMS
 8 STABLES
 DB 30 PG 237
 DB 7 PG 99
 15/17/172
 5102

61
 W/F RIVERA
 RAHWOD J. W. 959
 DB 20 PG 95
 15/17/171
 5183

62
 W/F
 CITY OF WOODSTOCK
 DB 144131 PG 816
 15/17/046

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Ron Shelby, Finance Department

ITEM TYPE: Presentation and Discussion Items

AGENDA SECTION: PUBLIC HEARING

SUBJECT: **2024 Millage Rate (Public Hearing & 1st Reading)**

SUGGESTED ACTION: Public Hearing and 1st Reading to adopt the 2024 City Maintenance and Operations Millage Rate of 5.223 Mills. This will serve as the 1st Public Hearing and 1st Reading with the 2nd Public Hearing scheduled for August 19, 2024 at 6:00 p.m. and the 3rd Public Hearing scheduled for August 26, 2024 at 7:00 p.m. (as part of the Council Meeting agenda).

ATTACHMENTS:

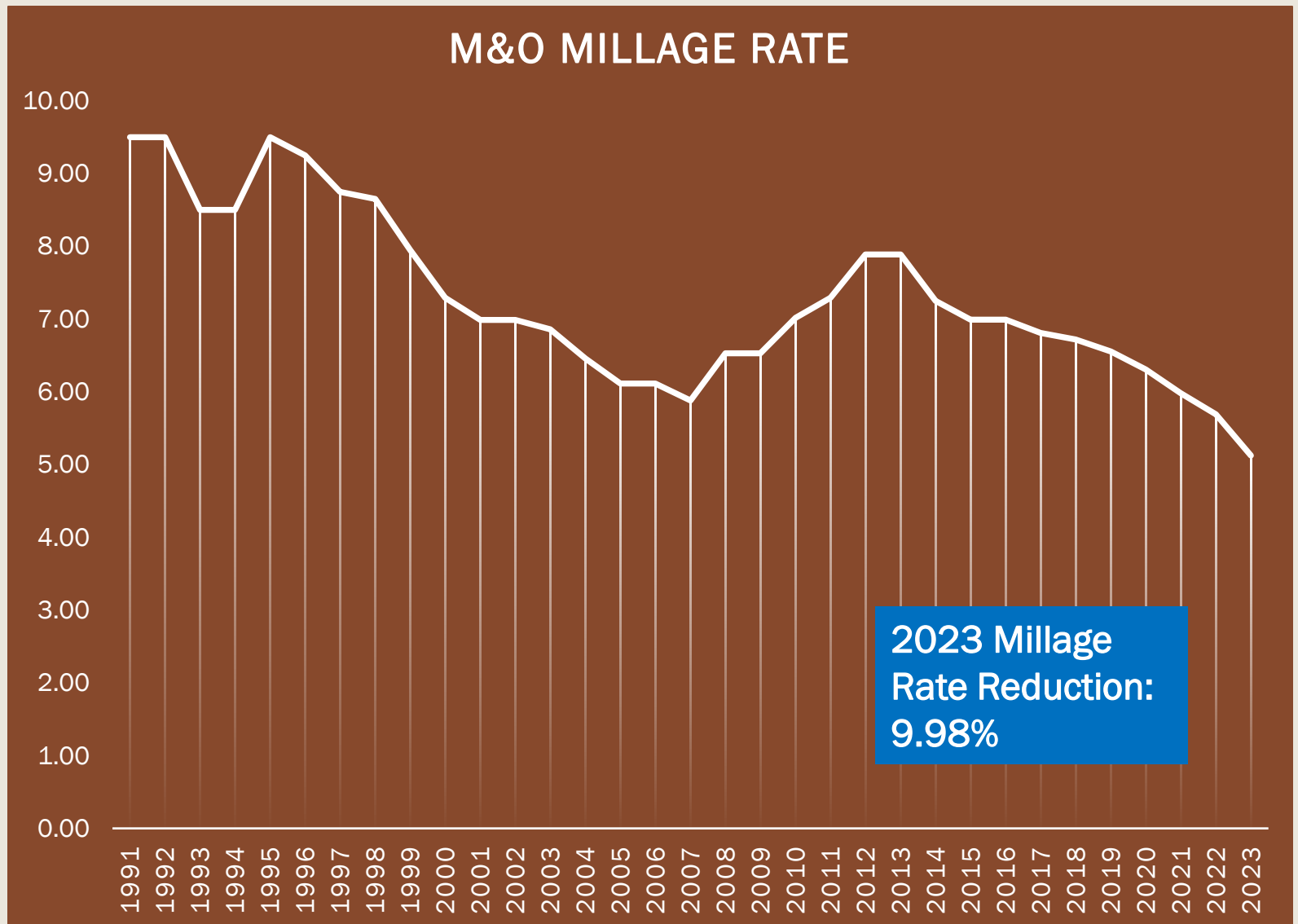
- [Property_Tax_Year_2024__FY25__Proposed_Millage_Rate_Presentation_Rev_072924__RS.pdf](#)
- [2024_PT-32.1_Computation_of_Millage_Rate_Rollback_and_Percentage_Increase_in_Property_Taxes_Final.pdf](#)
- [Ad_Request_-_Notice_of_Property_Tax_Increase_1.pdf](#)
- [Block_Ad_Request_-_2024_Millage_Rate_-_5_Year_Property_Tax_History.pdf](#)



Public Hearing
August 12, 2024 - 7pm
August 19, 2024 - 6pm
August 26, 2024 - 7pm

FY 2025 2024 PROPERTY TAX YEAR MILLAGE RATE

City of Woodstock Millage Rate History 32 Years



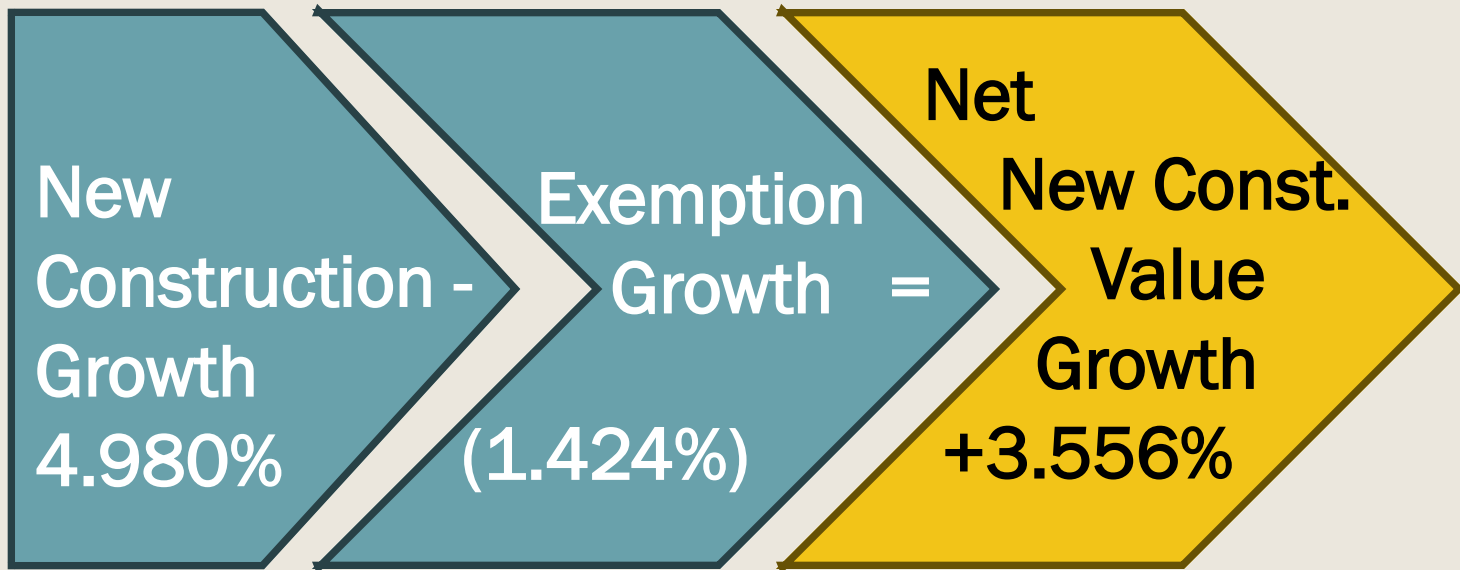
City of Woodstock

Millage Rate History

32 Years

1991	9.50	2000	7.294	2009	6.53	2018	6.720
1992	9.50	2001	6.99	2010	7.016	2019	6.554
1993	8.50	2002	6.99	2011	7.292	2020	6.307
1994	8.50	2003	6.859	2012	7.889	2021	5.981
1995	9.50	2004	6.458	2013	7.889	2022	5.693
1996	9.25	2005	6.115	2014	7.250	2023	5.125
1997	8.75	2006	6.115	2015	6.992		
1998	8.65	2007	5.88	2016	6.992		
1999	7.95	2008	6.53	2017	6.808		

City of Woodstock 2024 Real Property Value Growth



City of Woodstock 2024 Millage Values

**Net Digest:
2,348,366,968**

Millage	Tax Value
1.0	\$ 2,348,367
0.50	\$ 1,174,183
0.25	\$ 587,092
0.10	\$ 234,837
0.05	\$ 117,418
0.03	\$ 70,451
0.01	\$ 23,484
0.005	\$ 11,742

2024 Economic Context

- **Inflation (Consumer Price Index – CPI)**
 - 12 Month's ending June 2024 – 3.0%
 - Trend Jan-May 2024 - 3.3%
- **Federal Reserve Interest Rates**
 - Fed Funds Rate Target Range– 5.25%-5.50% (June 2024)
 - Markets have priced a .25% cut for September 2024
 - An additional .25% -.50% cut is priced by Dec 31, 2024
- **Woodstock Interest Rate Earnings Rates**
 - GF1 – June 5.40%
 - Ameris MMKT – 4.50%
- **Woodstock SPLOSTV Receipts (Sales Tax)**
 - Increased 6.1% - May '23 to May '24
- **Woodstock TAVT Growth (Motor Vehicle Sales Tax)**
 - Decreased 12.1% - May '23 to May '24
(Pre-CDK Global cyberattack on 6/19/24)
- **Woodstock Fuel Expenditures up 6.662% FY24 to FY25.**

FY25 Key Budget Assumptions

➤ Inflation

- Inflation will continue but at decreasing rates

➤ Continuing competitive Hiring Environment

- Cherokee County budgeted a 4.0% COLA in FY25
- To remain competitive, Cobb County increased
 - General Fund Personnel Budget by 7.35%
 - Fire Fund Personnel by 8.6% and
 - E911 Fund Personnel by 6.57%.

➤ Woodstock City Growth

- Population, Construction and therefore Service demands will continue to increase

➤ Interest Earning Revenue

- Conservatively projected at 4.50% based on future Federal Reserve rate decreases
- Declining as significant project funding is spent

FY25 Budgetary Implications

- **City Fuel Costs** have been increased 5.1% due to rising costs.
 - Fuel Costs increased 6.662% in FY24
- **Interest Revenues Budgeted** at a 23% decrease from FY24 Actuals due to decreasing cash balances and projected decreasing rates.
- **City Pension Fund contributions** are up 22% in response to the latest actuarial projections.
- **Property and Casualty Insurance** costs are up 58% over FY24
- A **COLA** of 3.0% is budgeted beginning January 1, 2025, in order to remain competitive with surrounding jurisdictions.
- An average **Merit** of 3.0% budget for April-June 2025 in order to retain and motivate staff.

FY25 Budgetary Implications

In order to meet **increasing service demands** due to strong City growth,

➤ **New General Fund positions include**

- *2 part-time positions*
 - HR Generalist (Jul – Jun)
 - Purchasing Technician (Jan - Jun)
- *4 full-time positions (all Jan – Jun)*
 - 2 New Police Officers
 - Community Risk Reduction Specialist (Fire Dept)
 - Special Events Recreation Specialist (Parks & Rec)

➤ **New Water/Sewer Fund positions include**

- *1 part-time position*
 - UB Customer Service Representative (Jul - Jun)
- *1 full-time position*
 - W/S GIS Analyst (Jul – Jun)

Proposed M&O Millage Rate

To Fund the Adopted FY25 Budget,

Required Millage Rate is: **5.223 Mils**

- The FY25 Budget Balances at a 99.5% collection rate.
- This is an increase of **0.145 Mils** or 2.855% over Rollback

Calculated Rollback Rate is: **5.078 Mils**

- At Rollback, the adopted FY25 Budget would be short (\$337,094)

Proposed M&O Millage Rate: Cost of **0.145 Mil** increase

Taxable Value	Property Tax	Taxable Value	Property Tax
\$ 200,000	\$ 11.60	\$ 250,000	\$ 14.50
\$ 300,000	\$ 17.40	\$ 350,000	\$ 20.30
\$ 400,000	\$ 23.20	\$ 450,000	\$ 26.10
\$ 475,000	\$ 27.55	\$ 500,000	\$ 29.00
\$ 550,000	\$ 31.90	\$ 600,000	\$ 34.80
\$650,000	\$ 37.70	\$ 700,000	\$ 40.60

- 2023 Average NonHomestead Home Value: \$359,400
- 2023 Average Homestead Home Value: \$472,200

New
SPECIAL REVENUE
FUND – 313 PARKS
BOND PROJECT
FUND

Total Projects \$ 26,953,193

Project-Length Budget

New
2024 Parks Bond
Debt Service
Millage Rate

- Approved by Voters
November 2023
- 2024 Parks GO Bond
 - Issued Apr 2024
 - \$26,953,193
- Approved park and trail projects

2024 PARKS BOND PROJECT LIST OVERVIEW

■ Approved Projects:

- Little River Park Connector \$3,402,833
- 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
- Little River Park Phases 2 & 3 \$14,926,229
- Parks Projects (Undesignated) \$3,828,278

2024 Parks Bond Millage Rate Debt Service

FY25 Debt Service: **\$970,000**

Outside of M&O, To fund FY25 Debt Service

Required Millage Rate: **.454 Mils**

- At 99.5% Collection rate, this will generate \$1,060,828 to fund debt service.
- The cost of Voter approved Debt Service on Woodstock's average \$475,000 homesteaded home is **\$86.26**.
- Excess collection covers for late and delinquent taxpayers in first year.
- Unspent collections will remain as dedicated fund balance for future debt service expense.

2024 Parks Bond Millage Rate Debt Service at **0.454 Mils**

Taxable Value	Property Tax	Taxable Value	Property Tax
\$ 200,000	\$ 36.32	\$ 250,000	\$ 45.40
\$ 300,000	\$ 54.48	\$ 350,000	\$ 63.56
\$ 400,000	\$ 72.64	\$ 450,000	\$ 81.72
\$ 475,000	\$ 86.26	\$ 500,000	\$ 90.80
\$ 550,000	\$ 99.88	\$ 600,000	\$ 108.96
\$650,000	\$ 118.04	\$ 700,000	\$ 127.12

- 2023 Average NonHomestead Home Value: \$359,400
- 2023 Average Homestead Home Value: \$472,200

Total FY25 City of Woodstock Millage Rate Proposal

FY25 Maintenance and Operations Millage Rate
5.223 Mils

FY25 Parks Bond Debt Service Millage Rate
.454 Mils

Total Proposed Millage: 5.677 Mils

CITY OF WOODSTOCK

- Questions?

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024

COUNTY:	TAXING JURISDICTION:
----------------	-----------------------------

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2023 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2024 DIGEST
REAL	2,929,835,776	64,238,583	145,909,920	3,139,984,279
PERSONAL	117,937,415		11,982,627	129,920,042
MOTOR VEHICLES	7,349,430		(597,180)	6,752,250
MOBILE HOMES	21,212		(16)	21,196
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	3,055,143,833	64,238,583	157,295,351	3,276,677,767
EXEMPTIONS	843,748,034	42,838,161	41,724,604	928,310,799
NET DIGEST	2,211,395,799	21,400,422	115,570,747	2,348,366,968
	(PYD)	(RVA)	(NAG)	(CYD)

2023 MILLAGE RATE: 5.125

2024 MILLAGE RATE: 5.223

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2023 Net Digest	PYD	2,211,395,799	
Net Value Added-Reassessment of Existing Real Property	RVA	21,400,422	
Other Net Changes to Taxable Digest	NAG	115,570,747	
2024 Net Digest	CYD	2,348,366,968	(PYD+RVA+NAG)
2023 Millage Rate	PYM	5.125	PYM
Millage Equivalent of Reassessed Value Added	ME	0.047	(RVA/CYD) * PYM
Rollback Millage Rate for 2024	RR - ROLLBACK RATE	5.078	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)

Rollback Millage Rate	5.078
2024 Millage Rate	5.223
Percentage Tax Increase	2.855%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is _____

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

 Responsible Party Title Date

REQUEST FOR ADVERTISEMENT

ATTN: Legal Advertising, Cherokee Tribune
FROM: Ronald C Shelby, Chief Financial Officer
DATE: July 18, 2024
ACCT #: 110581

TYPE OF AD: BLOCK AD
RUN DATE: Sunday, August 4, 2024

REF. NO.: 2024 Notice of Property Tax Increase - 1

Note: Per Statute

-This advertisement must NOT be placed in the section of the newspaper where legal advertisements appear
-This must be prominently displayed and cannot be less than 30 inches.

NOTICE OF PROPERTY TAX INCREASE

The City of Woodstock, Georgia has tentatively adopted a millage rate which will require an increase in property taxes by 2.855 percent.

All concerned citizens are invited to the public hearing on this tax increase to be held at the Chambers at City Center located at 8534 Main Street, Woodstock, Georgia on Monday August 12th, 2024, at 7pm.

Times and places of additional public hearings on this tax increase are at the Chambers at City Center located at 8534 Main Street, Woodstock, Georgia on Monday August 12th, 2024, at 7pm, Monday August 19th, 2024, at 6pm, and Monday August 26th, 2024, at 7pm.

This tentative increase will result in a millage rate of 5.223 mills, an increase of .145 mills. Without this tentative tax increase, the millage rate will be no more than 5.078 mills. The proposed tax increase for a home with a fair market value of \$475,000 is approximately \$27.55 and the proposed tax increase for nonhomestead property with a fair market value of \$350,000 is approximately \$20.30

REQUEST FOR ADVERTISEMENT

ATTN: Legal Advertising, Cherokee Tribune
 FROM: Ronald C Shelby, Chief Financial Officer
 DATE: July 18, 2024
 ACCT #: 110581

TYPE OF AD: BLOCK AD
RUN DATE: Sunday, August 4, 2024

Note: Per Statute

-This advertisement must NOT be placed in the section of the newspaper where legal advertisements appear
-This must be prominently displayed and cannot be less than 30 inches.

REF. NO.: 2024 Property Tax Millage Levy

PUBLIC MEETING NOTICE

The City of Woodstock Mayor and Council does hereby announce that the millage rate will be set at a meeting to be held at the Chambers at City Center located at 8534 Main Street, Woodstock, Georgia, on August 26, 2024 at 7:00 PM, and pursuant to the requirements of O.C.G.A Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2024 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Real & Personal	1,723,892,826	1,878,202,369	2,115,248,591	2,570,544,065	3,047,773,191	3,269,904,321
Motor Vehicle	12,558,940	10,252,530	8,216,890	7,440,670	7,349,430	6,752,250
Mobile Homes	53,440	20,920	20,900	20,900	21,212	21,196
Gross Digest	1,736,505,206	1,888,475,819	2,123,486,381	2,578,005,635	3,055,143,833	3,276,677,767
Less M&O Exemptions	327,840,275	349,743,794	407,295,883	608,967,158	843,748,034	928,310,799
Net M&O Digest	1,538,732,025	1,717,249,778	1,716,190,498	1,969,038,477	2,211,395,799	2,348,366,968
Gross M&O Millage	6.72	6.554	6.307	5.981	5.693	5.125
Less Millage Rollback	.166	.247	.326	.783	.568	.047
Other Decrease/ (Increase)	.000	.000	.000	(.495)	.000	(.145)
Net M&O Millage Rate	6.554	6.307	5.981	5.693	5.125	5.223
Parks Bond Millage Rate	0.00	0.00	0.00	0.00	0.00	.454
Total City Millage Rate	6.554	6.307	5.981	5.693	5.125	5.677
M&O Taxes Levied	\$9,232,390	\$9,704,783	\$10,264,535	\$11,209,736	\$11,333,403	\$12,265,521
Bond Taxes Levied	0	0	0	0	0	\$1,066,159
Total City Taxes Levied	\$9,232,390	\$9,704,783	\$10,264,535	\$11,209,736	\$11,333,403	\$13,331,680
Net M&O Taxes						
\$ Increase	\$365,526	\$472,393	\$559,752	\$945,201	\$123,667	\$932,118
Net M&O Taxes						
% Increase	4.12%	5.12%	5.77%	9.21%	1.20%	8.22%

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Robyn Adams, Administration

ITEM TYPE: Policy

AGENDA SECTION: NEW BUSINESS

SUBJECT: **Consideration of Approval to Repeal/Revise Sections of the Council Policy Manual**

SUGGESTED ACTION: Request for approval to repeal the following sections of the Council Policy Manual: Section 000-0005 Towne Hall Meetings under 000 Administration and Government and Section 700-0003 Limit on Number of Cases Heard by Planning Commission under 700 Planning, Zoning and Economic Development and to revise Section 600-0003 Road Closing Policy - Closing of Major Thoroughfares For Community Enrichment Events under 600 Public Health and Safety. Revisions shown as highlighted in the attachment included in the agenda packet.

ATTACHMENTS:

- [Repeal Section 000-0005 Towne Hall Meetings.pdf](#)
- [Repeal Section 700-0003 Limit On Number of Cases Heard By PC.pdf](#)
- [Section 600-0003 Road Closing Policy Revised.pdf](#)

Repeal Section 000-0005

ADMINISTRATION AND GOVERNMENT

000-0005 Towne Hall Meetings

Effective Date: 12/14/2020

BACKGROUND: The Mayor and Council have been hosting Towne Hall Meetings by Ward since January 2006. On October 24, 2011, the Mayor and Council voted to amend the Towne Hall Meetings Policy to try to attract more interest from the general public. Beginning in 2012, the Towne Hall Meetings will not be held by Ward but at large. Meetings will be advertised with the topics of discussion, date and time and location. All meetings will be held at The Chambers at City Center and a sponsor for each meeting will be sought.

The Towne Hall Meetings will be held at least twice a year on an as needed basis. Meetings may be held virtually or in person at the Mayor's discretion.

ADVERTISEMENT: All Towne Hall Meetings will be posted on the website, in the City Calendar, the Towne Hall Newsletter, sent via email to the public and media, posted on flashing signs at least one week prior to the meeting (pending not in use for more urgent reasons), and posted to social media accounts.

Repeal Section 700-0003

700 PLANNING, ZONING AND ECONOMIC DEVELOPMENT

700-0003 Limit On Number of Cases Heard by Planning Commission

Effective Date: 4/11/2011

WHEREAS, The Mayor and Council of the City of Woodstock, Georgia desire to give each and every petitioner a fair and honest review of their request; and

WHEREAS, They, as well as the Planning Commission, must have adequate time to read and absorb the numerous documents, comments and other information that goes with a petitioners request for annexation, rezoning or variance; and

WHEREAS, In order to achieve this goal, it is necessary to limit the number of requests that come before the Council and their review boards to assure that every petitioner receives due process.

NOW, THEREFORE, BE IT RESOLVED THAT, The Mayor and Council of the City of Woodstock, Georgia, do hereby limit the number of new petitions/applications that can be brought before the Planning Commission to (4) four on any one regular meeting night.

REVISIONS HIGHLIGHTED/IN RED

600 PUBLIC HEALTH AND SAFETY

600-0003 Road Closing Policy – Closing of Major Thoroughfares For Community Enrichment Events

Effective Date: 4/22/2019

Background: The City of Woodstock Mayor and Council desire to support and promote community enrichment 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 closing of major thoroughfares 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:

Major Thoroughfares (within the City Limits of Woodstock, Georgia)

1. Highway 92 from the eastern City Limits to the western City Limits.
2. Interstate 575 from the southern City Limits to the northern City Limits.
3. Highway 5/Main Street/Canton Road from the northern City Limits to the southern City Limits.
4. Arnold Mill Road/Towne Lake Parkway – from the eastern City Limits to the western City Limits.
5. Woodstock Parkway/Ridgewalk Parkway – from Towne Lake Parkway to Highway 5/Main Street.
6. Market Street
7. Reeves Street
8. Rope Mill Road from Main Street intersection to Woodstock Parkway.

Community Enrichment Events

1. City sponsored or co-sponsored events. Including but not limited to, July 4th Parade and Festival, the Christmas Jubilee Parade.
2. Events held in conjunction with City sponsored or co-sponsored events, i.e., the July 4th 5K Road Race.
3. Events sponsored by non-profit organizations that bring awareness to a cause or plight. Proof of non-profit status shall be required.
4. Events sponsored or co-sponsored by another Governmental Agency.

For-Profit Sponsored Events will not be allowed to close major thoroughfares.

Policy

All Community Enrichment Events must go through the formal Special Event Ordinance's Application Process.

- A. All Community Enrichment Special Event Applications requesting to close a major thoroughfare must make submit a completed Special Event Application to the City no less

than ~~90~~ 60 days prior to the proposed event date. (This includes city-sponsored or co-sponsored events.)

- B. Council must approve any and all requests for road closures, except for: **1) That portion of East Main Street which is north of Arnold Mill Road and adjacent to The Park at City Center; 2) The parking spaces on Market Street that front the Parking spaces on Main Street and/or Market Street as needed and on Elm Street Event Green. which the City Manager is authorized to close at his discretion. 3) That portion of Market Street between Mill Street and Maple Street; which the City Manager is authorized to close at his discretion.** Furthermore, the City Manager is authorized to temporarily close streets in the Downtown area for permitted construction ~~projects~~ or **filming projects** so long as the public is notified in advance and an approved traffic plan is in place.
- C. Date, time, location of the event, nature of the event and the impact on local businesses and residents will all be deciding factors in Council's decision as to whether or not to grant the road closure.
- D. 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 Georgia 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. (Cross Reference: Special Events Ordinance Sec. 11-9.)

Fees/Services Associated with Road Closings are Addressed in the City of Woodstock's Special Event Policy – Chapter 11 of the Woodstock Code of Ordinances.

Public Notification of Road Closures

All Community Enrichment Special Event Applicants must provide a minimum of 60-day notification to the public prior to the closure. Notice can be via email, letter, sent regular mail, distribution of flyers, or via approved signage. The information may also be posted on the City website and City reader boards may be displayed at both ends of the affected street at least 10 business days prior to the event. All written notifications shall include the nature/type of the event, the name and contact information of the event sponsor/chair, date, time and location of the event and specifics regarding road closings (what specific roads will be closed and at what time and for how long and suggested alternate routes.)

Road Closings will only be Allowed as Follows: (Exceptions are City Sponsored/Co-Sponsored Events)

Monday – Friday No road closings permitted at any time.

Saturday 6:00 am to 8:00 am
 2:00 pm to 4:00 pm

Sunday 6:00 am to 8:00 am
 2:00 pm to 5:00 pm

Holiday: July 4th from 7:00 am to 5:00 pm

No other Holidays will be allowed due to increased personnel costs.

No road closings will occur before dawn, at dusk or at dark.

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Robyn Adams, City Clerk

ITEM TYPE: Approval of Minutes

AGENDA SECTION: MINUTES APPROVAL

SUBJECT: **Consideration of Approval to Adopt Council Meeting Minutes - July 22, 2024**

SUGGESTED ACTION:

ATTACHMENTS:
[Council Meeting Minutes 7.22.24 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, July 22, 2024

City Council ~ 7:00 PM

Attendees: Mayor Michael Caldwell, Mayor Pro Tem Colin Ake, Council Member Warren Johnson, Council Member David Potts, Council Member Tracy Collins, Council Member Brian Wolfe, Council Member Rob Usher, City Manager Jeff Moon, Deputy City Manager Coty Thigpen, City Clerk/Administrative Services Director Robyn Adams, City Attorney Eldon Basham, Fire Chief Shane Dobson, Fire Marshal Bobby Stilson, Assistant Police Chief Brian Aligood, Police Captain Ron Sinfelt, Lieutenant Ron Hughes, Lieutenant Jeremy Johnson, Human Resources Director Mindy Nobis, Chief Information Officer Katy Leggett, IT Systems Administrator Tyler Harbeke, Community Development Director Tracy Albers, Deputy Community Development Director Duane Helton, City Engineer Janis Steinbrenner, Senior Planner Niwana Ray, City Planner Cameron Dunn, City Planner Hannah Menard, Parks and Recreation Director Brian Borden, Assistant to the City Manager Jamie Palmer Communications and Marketing Manager Stacy Brown.

ITEM 1) MEETING CALLED TO ORDER

- Council Member Warren Johnson led the group in The Pledge of Allegiance and Pastor Job Dalomba from Christ Covenant Presbyterian Church led the group in prayer.

ITEM 2) RECOGNITION OF GUESTS AND VISITORS

2.1) Promotion Recognitions (Police) (Administration)

- Mayor Michael Caldwell and Assistant Police Chief Brian Aligood announced the following promotion recognitions along with two transfers within the Police Department. Lieutenant Ron Hughes and Lieutenant Jeremy Johnson were in attendance.

Officer Paul Bennett to Corporal
 Officer Ledarrion Poole to Corporal
 Corporal Nikoulas Alleyne to Sergeant
 Corporal Justin Thorpe to Sergeant
 Sergeant Ron Hughes to Lieutenant
 Sergeant Jeremy Johnson to Lieutenant
Transfers:
 Sergeant Dennis Hornes to New Training Sergeant
 Sergeant Matthew Davis to New Investigations Sergeant

ITEM 3) APPOINTMENTS/OATH OF OFFICE

ITEM 4) ANNOUNCEMENTS

4.1) Announcements (Administration)

Mayor Pro Tem Colin Ake made the following announcements:

- On Saturday, August 10th, Who's Bad will bring their power-packed performance of Michael Jackson's catalog and ignite the crowd at Woodstock Summer Concert Series in the Northside Hospital-Cherokee Amphitheater. Full concert details are online at woodstockconcertseries.com.
- Starting Thursday, August 1st through Thursday, August 15th, shoppers in Downtown Woodstock get to Buy.Scratch.Save. with an exciting new shopping event, the Downtown Woodstock Summer Scratch Off Lottery.
- Simply visit one of the participating stores, make a purchase, and receive one Summer Scratch Off Card. Excellent discounts are found on every card. Shoppers are also entered into a raffle to win prizes; announced on Visit Woodstock GA social media the first week of September. More details at visitwoodstockga.com/scratchoff.

ITEM 5) PRESENTATIONS AND DISCUSSION ITEMS

ITEM 6) PUBLIC COMMENT

- Mayor Michael Caldwell opened the public comment portion of the meeting.
- City Manager Jeff Moon stated no one signed up to speak.
- Mayor Michael Caldwell closed the public comment portion of the meeting.

ITEM 7) CONSENT AGENDA

7.1) Approve MAJBA JE 17050 – ARC CDAP Housing Capacity Analysis & Gap Study (Community Development)

- Request for approval of this major budget amendment (MAJBA JE 17050) to establish the project budget and use Council Contingency to fund the required city match as presented.

7.2) Ratify Neese Road Parcel 14 – Southern Segment (Administration)

- Request for approval to ratify Neese Road Parcel 14 as part of the southern segment.

7.3) Approve Agreement with MCCi, LLC for JustFOIA Platform Upgrade (City Clerk)

- Request for approval of agreement to renew and upgrade the City's existing Open Records Request platform, JustFOIA.

7.4) Approve Arcadis Work Authorization 53 (On-Call Services) (Administration)

- Request for approval of Arcadis Work Authorization 53 for the annual renewal (June 30, 2024, to June 30, 2025) of on-call services for transportation design services.

7.5) Approve Pump Truck Purchase for Water and Sewer (Public Works)

- Request for approval to purchase a pump truck for Water and Sewer through statewide contract as approved in the FY 25 Budget.

7.6) Approve Acceptance of Property Donation (Park Place Lots 2, 48, 49) (Administration)

- Request for approval to accept donation of property to include lots 2, 48, and 49 located on Park Avenue in the Park Place subdivision. The property owner is donating the lots as listed to the city. The tax letter that was submitted to the Mayor and Council for approval is included in the agenda packet.

7.7) Approve Brookshire Pump Station No. 1 Easement Modification (Public Works)

- Request for approval of an easement modification for Brookshire Pump Station No. 1. As part of the pump station upgrade project, the attached survey reflects additional areas needed for the proposed modifications and also shows the relocation of the existing easement at lots 41 and 42 so their encroachment is eliminated.

7.8) Approve Acceptance of \$54,523.63 in Awarded Funds from FEMA's Assistance to Firefighters Grant (City Clerk)

- Request for approval to accept the awarded funds in the amount of \$54,523.63 from FEMA's Assistance to Firefighters Grant. The city must provide a 10% minimum match of \$5,452.37, for a total project cost of \$59,976.00. The funds will be used to install diesel exhaust direct capture systems on 6 fire trucks, which will eliminate carcinogenic exhaust emissions that permeate both fire stations and the environment.
- *Mayor Pro Tem Colin Ake made a motion to approve Consent Agenda items 7.1-7.8.*
- *Council Member David Potts seconded the motion.*
- *Motion carried (6-0)*

ITEM 8) PUBLIC HEARING

8.1) Consideration of V#207-24 – 201 Short Street (Public Hearing & Vote) (Community Development)

- Request for approval of variances to allow for the construction of a single-family home at 201 Short Street, subject to the staff-recommended conditions of approval. Planning Commission recommended approval subject to staff's recommendation and some modifications. City Planner Hannah Menard presented the item. The Applicants, Drew and Stacy Holley (of 411 Whisper Wind Lane), have applied for four Variances to allow for construction of a ± 4,000 SF single-family house at 201 Short Street. When the report for this case was prepared by staff, the Applicant had not provided staff with the square footage of the second floor. The square footage is an estimate generated by staff based on the materials the Applicant has provided. The proposed project would require approval of four Variances: - Encroachment into the 75' Impervious Setback - Encroachment into the 50' Stream Buffer - Locating garage along street façade - Not providing habitable space for the first 10' behind street façade The public hearing application is provided as Attachment A in the agenda packet. The Site Plan is provided as Attachment B in the agenda packet. Staff is recommending wholesale approval of some Variances and partial approval of others. The partial approval would allow for the Applicant to proceed with site plan review if the plans are modified to be consistent with the staff-recommended conditions of approval. As presented by the Applicant, the proposed project is not consistent with the LDO requirements, due to the proposed stream buffer encroachment and architectural variances requested. A wholesale review of the proposed project by the DPC would've resulted in a denial recommendation. However, staff understands that this site has a limited buildable area and a potential project on this site would require some relief. The staff recommendation represents a compromise between the relief needed to redevelop the site and the buffers that exist on the property. While no two lots in the neighborhood are identical, staff reviewed similar requests made for adjacent properties, detailed in Table 3 included in the agenda packet. Staff believes that allowing limited encroachment into the 75' Impervious Setback would allow the applicant the opportunity to modify their site plan and house layout to be more compliant with the LDO requirements, by bringing the house out of the 50' Undisturbed Buffer and minimizing additional encroachment. Public notice for the public hearing has been provided in accordance with State and local law. On or around May 16th, public notices were mailed to property owners within 500' and three parcels deep 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 a minimum of 15 days but not more than 45 days prior to the public hearing. On Thursday, May 30, 2024, the Applicant hosted a public input meeting at the Chambers at City Center, in Woodstock, GA beginning at 7:00 PM. The informal meeting is intended to give the Applicant an opportunity to explain the proposal and to answer any questions the public might have about the project or public hearing process. The meeting was attended by several neighbors, including Short St and Mason Main residents, all of whom were supportive of the proposed development. The public input report is included in Attachment D in the agenda packet. DPC Recommendation: On June 5, 2024, the DPC met with the Applicant to learn more about the proposed project. Following this meeting, the DPC voted (5-1) to table the project until the Applicant could provide more information regarding the overall encroachment into the buffer areas. Staff met with the Applicant again on June 24, discussed possible site changes, and requested an exhibit that detailed how much the Applicant encroaches into each buffer, measured in square feet (Attachment B). During this meeting, the Applicant stated they were unwilling to change their desired site layout. On June 28, 2024, the Development Process Committee (DPC) met again to consider the proposed project. The DPC discussed the amount and type of encroachment into the buffers, removal of the existing structures, and potential right of way donation. While certain encroachments constitute genuine hardship, others

serve merely as a convenience to the Applicant in terms of site design. The DPC voted unanimously (6-0) to recommend partial approval of the project, with the following conditions: 1. Variance is granted to LDO Section 17.3(1) – Except that no new construction shall be allowed in the 50' buffer. Any areas in the 50' stream buffer disturbed for purpose of construction shall be restored with native plantings, to be reviewed and approved by City Staff during site plan review. 2. Variance is granted to LDO Section 17.3(2) – Except that construction in the 75' impervious setback shall not exceed 850 SF (combined habitable SF and garage SF). No pool or driveway encroachment is permitted in the 75' impervious setback. 3. All existing accessory structures shall be removed. a. Any portion of an existing accessory structure in the 25' stream buffer shall be removed by hand. 4. Variance is granted to LDO Section 7.722 Residential Treatment (2) and LDO Section 7.727(16) to allow garage to be part of the primary façade. 5. The Applicant shall donate 10' of Right of Way along the entire Short Street frontage for future sidewalk and roadway area improvements. With this recommendation, the Applicant would be able to proceed with site plan review if the plans are modified to be consistent with the staff-recommended conditions of approval. In not tying the recommended conditions to a specific site plan, the Applicant has more flexibility to modify the site plan and layout of the house. Should the Applicant wish to modify their site plan, they have 850 SF of allowed construction within the 75' Impervious Setback (both habitable and unhabitable SF) to work with. Staff decided on 850 SF based on the Site Plan provided by the 201 Short St Proposed Encroachment 82 9 Applicant, which shows the portion of the house and garage that encroaches into the 75' Setback, along with an estimate to cover the proposed covered patio. The Applicant would be able to disturb the 75' Impervious Setback and the 50' Stream Buffer to remove the existing structures and for grading and other construction activities. Planning Commission Recommendations: On July 11, 2024, the Planning Commission considered the proposed request. The link to the Planning Commission meeting can be found on the City's website. The Commission had questions about what was granted for other properties along Short St and Henderson St, as well as the total buildable area of the lot. The Planning Commission voted to recommend Council approval of the project, with staff's recommendation, and the following modifications, shown in red: 1. Variance is granted to LDO Chapter 17, Article III, Section (1) – Except that new construction in the 50' buffer shall be limited to driveway encroachment only. Any areas in the 50' stream buffer disturbed for purpose of construction shall be restored with native plantings, to be reviewed and approved by City Staff during site plan review. **All driveway encroachment in the 50' shall be pervious to the satisfaction of the City Engineer.** 2. Variance is granted to LDO Chapter 17, Article III, Section (2) – Except that construction in the 75' impervious setback shall not exceed 850 SF (combined habitable SF and garage SF). No pool encroachment is permitted in the 75' impervious setback. **Encroachment into the 75' impervious buffer for the purposes of the driveway may be impervious.** 3. All existing accessory structures shall be removed. a. Any portion of an existing accessory structure in the 25' stream buffer shall be removed by hand. **Portions of accessory structures outside of the 25' stream buffer may be removed by machine.** 4. Variance is granted to LDO Section 7.729 (19) as to the requirement for Residential Treatment that provides habitable space for a minimum of the first ten (10) feet in depth behind the street facade on primary frontages and LDO Section 7.727(16) to allow garage to be part of the primary façade. 5. The Applicant shall donate 10' of Right of Way along the entire Short Street frontage for future sidewalk and roadway area improvements. As modified by the Commission, the proposed may proceed as designed, with the exception being the pool area. Staff believes this represents a suitable compromise where the homeowner can improve the lot with a single-family residence and attached garage while concurrently protecting the community's natural environment. Staff recommends that the City Council approve four Variances to allow for the construction of a single-family house at 201 Short Street, subject to the staff-recommended conditions of approval (V#207-24). The Applicant Mr. Holley spoke introducing his family and explaining his situation. He stated they are long time residents and heavily involved in the community. Mr. Holley stated they have had a long-time dream to build a custom home in downtown Woodstock and were waiting on the right opportunity. They are not the current owners of the property included in the report and their purchase of this property is contingent on what is approved. He stated they have adjusted the site plan and also noted they were not interested in moving forward if the pool was not approved. They were asking for the option to save and re-build the existing wood frame 673 SF building (they referred to as a possible chicken coop) on survey as shown in the agenda packet but will not know until they are able to access the property and the building whether it will be salvageable. Mayor Pro Tem Colin Ake asked if the building is a chicken coop. Mrs. Holley stated they believe it is as they saw chickens around it. Council Member David Potts stated he walked the property, and he does not believe the building in question is a chicken coop. Council Member Potts also stated the building would require inspection. Council Member Potts asked to see the slide showing what areas were to be pervious and impervious on the plan. Mr. and Mrs. Holley identified the areas and stated that while pervious surface was more costly, they were willing to put forth the additional cost to add the pervious surface as identified in the proposed site plan. Mayor Michael Caldwell asked Ms. Menard to identify the impervious portion. Ms. Menard stated the staff recommendation and then showed what was added by the Planning Commission. Mayor Pro Tem Colin Ake stated he would like

to know more about the building they referred to as the chicken coop and if it is in any way close to code. Community Development Director Tracy Albers stated it is speculative at best on whether the building is an actual chicken coop and stated there were no permits issued for that building or that portion of the property on record. Ms. Albers stated that staff contacted the EPD during the review process of this case, and they informed staff that any work done to this structure within the 25-foot stream buffer would need to be restored and should be done by hand. Mayor Pro Tem Ake stated he walked the site, and it was heavily impacted. Council Member David Potts agreed with Mayor Pro Tem Ake's statement regarding the current state of the property. He stated the stream bed was mostly dry at the time of his site visit and appeared to be a runoff stream bed. Council Member Potts stated he is leaning towards approval of the proposal.

- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.
- *Mayor Pro Tem Colin Ake made a motion to approve item 8.1 allowing the home and pool to be built per the plan and the accessory units need to be removed. Planning Commission Conditions 3, 4, and 5 approved as written. The portion of the driveway within the 75-foot buffer can be impervious and the portion within the 50-foot buffer must be pervious.*
- *Council Member Brian Wolfe amended the motion to approve the entire driveway to be impervious.*
- *Council Member David Potts seconded the motion.*
- *Motion carried (6-0).*

8.2) Consideration of Z#154-24 – Vista Ridge Subdivision (Public Hearing & Vote) (Community Development)

- Request for approval of a variance and condition amendment for the previously approved residential subdivision generally located on Arnold Mill Road, west of Arnold Mill Elementary School, now known as Vista Ridge. The Planning Commission recommended approval in accordance with staff's recommendation. City Planner Hannah Menard presented the item. The Applicant, J. Ethan Underwood, on behalf of Toll Southeast LP Company, submitted an application for a Variance and Condition Amendment to case A#098-18. The Variance would further reduce front setbacks for certain lots within the existing single-family subdivision. The Condition Amendment requested would alter Condition #5 from the original zoning case. The original request applied to 20 lots. Over time, this has been reduced from 20 lots to 11 lots – eight lots on the north side of Arnold Mill Road and three on the south side. Table 1 included in the agenda packet provides general property information for the project site and surrounding land uses. Additional information regarding the proposed project can be found in the public hearing application, provided as Attachment A in the agenda packet. When the Applicant initially met with staff, they inquired about the Administrative Variance process for reducing the front setbacks; however, the project is not eligible for an AV because the original zoning on the property included setback relief. As such, any additional setback relief would require a Condition Amendment and Variance request. In the subject request, the Applicant would further reduce the front setback from 20 feet to 15 feet on eleven lots (Lots 150-157, 66, 52, and 51), indicated on the site plan in gray. Of those eleven lots, eight are located north of Arnold Mill Rd, and three are located south of Arnold Mill. The homes on the north side of Arnold Mill are intended to have larger lots with larger products, while the homes on the south side of Arnold Mill are intended to have smaller lots, with smaller products. Condition #5 on the original zoning case required the lots on the north side to be an average of 12,919 SF to 14,588 SF with a house product of 2,200 SF. The homes on the south side were required to have an average lot size of 7,457 SF with a house product of 1,600 SF. The averages are shown on Exhibit C of that ordinance. The Applicant stated that the proposed reduction in front setback would pull the homes closer to the street and would allow the product to fit on the lot absent changes to size or scale. The Applicant's Statement of Intent, which explains their variance request, can be found in Attachment C included in the agenda packet. Public notice for the public hearing has been provided in accordance with State and local law. On or around February 12th, public notices were mailed to property owners within 500' and three parcels deep 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 a minimum of 15 days but not more than 45 days prior to the public hearing. On Tuesday, February 27, 2024, the Applicant hosted a public input meeting at the Cherokee County Recreation

Center, in Woodstock, GA beginning at 7:00 PM. The informal meeting is intended to give the Applicant an opportunity to explain the proposal and to answer any questions the public might have about the project or public hearing process. The meeting had no attendees. The public input package is attached as Attachment E included in the agenda packet. DPC Recommendation: On March 6, 2024, the Applicant met with the Development Process Committee (DPC) to discuss the proposed Variance and Condition Amendment. In the week leading up to DPC, the Applicant reached out to staff to adjust what lots the request would affect, those lots were discussed during the DPC meeting. Following the meeting, the Applicant tabled their request to the June public hearing schedule. During the postponement period, the Applicant provided staff with additional materials, including an updated site plan that identified additional lot widths and setback specifications. On May 8, 2024, the DPC met to consider the proposed project. With the additional information, staff believed that the impacts associated with further setback reduction would be absorbed by the community, and not impact neighboring subdivisions. The overall unit count, lot configuration, and circulation of the neighborhood would not change with the requested relief. Additionally, the Applicant has limited the request to just the lots which require it, instead of a blanket relief from the requirement. At this meeting, staff voted unanimously (6-0) to recommend approval of the Condition Amendment and Variance request, with the added condition that a minimum driveway length of 20 feet is provided for these lots. Condition #5 from case A#098-18 is below, with the recommended amendment highlighted in red. Delete Condition #5 in its entirety and replace with the following: Setbacks/Lots. a) Lots shall be developed according to the dimensional standards, including lot widths and average lot sizes within each area labeled on Exhibit "C". Lots 230-242 shall remain a minimum of ninety-five (95) feet in width; b) Setbacks for the development shall be as follows: 1) **Front building setback reduced from 25 feet to 15 feet for lots 51-52, 66, ~~84-91~~, 150-157, and ~~172~~. For these lots, a minimum driveway length of 20 feet shall be provided, as measured from back of sidewalk to garage door;** 2) Front setback reduced from 25 feet to 20 feet for all remaining lots; 3) Side building setback reduced from 10 feet to 5 feet; 4) Minimum rear building setback is increased from 15 feet to 20 feet. **Planning** Commission Recommendation: On June 6, 2024, the Planning Commission considered the proposed request. The link to the Planning Commission meeting can be found on the City's website. At the June meeting, the Commissioners had questions about the covered patios proposed for the homes (labeled as "optional extended outdoor living space" on the Site Plan) and 114 8 concerns that the Applicant may be able to fit a home product on some of the lots without needing the Variance request. The Planning Commission voted 5-1 to table the request and directed the Applicant to revisit their application and include only the minimum necessary lots in their request. The Planning Commission requested they include only the lots where they can't meet the setback and are not able to reduce the minimum heated square footage. Following that meeting, the Applicant revised their request to include only the eleven lots discussed in this report. On July 11, 2024, the Planning Commission considered the proposed request again. The link to the Planning Commission meeting can be found on the City's website. At the July meeting, the Planning Commission voted 3-1 to recommend approval for the proposed request, subject to Staff's recommendation with the removal of lots 172 and 84- 91 from the request. The Planning Commission directed Staff and the Applicant to confirm the continued need for the Air Acres required setback prior to the City Council meeting. Staff Recommendation: Staff recommends that the City Council approve a Variance and Condition Amendment (Z#154-24) for the previously approved residential subdivision generally located on Arnold Mill Road, west of Arnold Mill Elementary School, now known as Vista Ridge (A#098-18). Mayor Pro Tem Colin Ake stated when considering whether this is a hardship or not, he struggles when the property has been carved up into this shape and not something that was previously done and wanted to know how staff viewed it. Ms. Menard stated the applicant tonight is not the same applicant that subdivided the property, and the current applicant has done their best to fit the lots. City Manager Jeff Moon stated some of the staff had a discussion that with the uniqueness of the 100-foot buffer on the rear of the properties, if they needed to release it to bring it internal to their own subdivision and the residents had not bought there yet, they would buy knowing that the variance had been granted, moving it closer to the road and preserving the safety buffer zone to the rear of the property. A representative for the applicant, Bryceson Mercer with Miles Hansford, LLC, spoke going over the change in condition they worked with staff on and showed the site plan and explained the hardship. He showed what a typical lot layout would look like and renderings of the two products that would fit on those lots. Council Member David Potts asked the applicant representative whether they were looking to build that house only on those few lots. He stated his concern was having the same plan built duplicated too many times throughout the subdivision. Mr. Mercer stated that while the two shown products were the only two that would fit on the lots discussed, they would like the flexibility to offer all products (including the two shown) on any lot throughout the subdivision. Mayor Pro Tem Colin Ake stated when he viewed the Vista Ridge website, it showed some of the lots discussed were showing as available and some were showing as already sold. He asked if those lots were south of Arnold Mill. Mr. Mercer stated the Heritage and Hillside Collection were north of Arnold Mill showing lots 150-157 and confirmed some were already sold. Council Member Warren Johnson said he has a concern because this is something that comes up more frequently where the developer

reduces the lot sizes and then the builder wants to reduce them even further. Council Member Johnson stated while he understands the hardship, he does not want to see this continue to happen, so he plans to deny. Council Member David Potts stated he does not feel having too many of the same product throughout the subdivision would be appealing. Council Member Rob Usher stated he places a high priority on safety and does not have a problem with the request. Mayor Michael Caldwell stated he agrees with Council Member Johnson and stated that principally what Mayor Pro Tem Ake said in regard to the homeowners who have already purchased property makes perfect sense to him. Mayor Caldwell then asked Mayor Pro Tem Ake if practically they expect the two smallest models along all 8 lots. Mayor Pro Tem Ake stated practically a company that is designed to build and sell homes can figure out how to make them look visually attractive in a manner that is going to make them sell and they can figure out additional models that can fit on these sites that were previously improved before they purchased it.

- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.
- *Council Member Warren Johnson made a motion to deny item 8.2.*
- *Mayor Pro Tem Colin Ake seconded the motion.*
- *Motion to Deny Fails/Opposed (2-4) Council Members David Potts, Tracy Collins, Brian Wolfe, and Rob Usher opposed the motion to deny.*
- *Council Member David Potts made a motion to approve item 8.2 with Staff and Planning Commission Recommendations.*
- *Council Member Rob Usher seconded the motion.*
- *Motion carried (4-2), Mayor Pro Tem Colin Ake and Council Member Warren Johnson opposed.*

8.3) Consideration of Z#155-24 – Traton Homes Addition (Public Hearing & Vote) (Community Development)

- Request for approval of a Variance, Rezoning, and a Condition Amendment to allow for the addition of four single-family detached lots to the already approved Winsome Park subdivision, subject to the staff-recommended conditions of approval. The Planning Commission recommended approval of the proposed project. City Planner Cameron Dunn presented the item. The Applicant, Parks Huff for Traton Homes, LLC, has submitted a request for Variance, Rezoning, and a Condition Amendment to add a portion of an adjacent outparcel to the Winsome Park subdivision to construct four additional units. Winsome Park is zoned R-4 (Modern Medium Density Residential), and the requested zoning designation of the outparcel is also R4. Variances are being sought to allow a decreased minimum lot size and to increase the density of the already approved subdivision. The Condition Amendment is required to increase the unit cap for this development from 49 units to 53 units. Table 1 included in the agenda packet provides general information for the Project site and surrounding land uses. In September of 2023, a site plan application was approved for Winsome Park and LDPs were issued. In May of 2024, a final plat was approved for the subdivision. Six building permits have been issued for the site (5 market homes, 1 model home). The subject request is three-fold. The Applicant is requesting to rezone the 0.67-acre parcel to R-4. This would allow the Applicant to subdivide 0.23 acres of the subject property to add it to the Winsome Park development as it builds out. The remainder of the subject property (0.44 acres), which is improved with a single-family detached home, would remain as-is if rezoned. Secondly, the Applicant is requesting Variances to both 183 Page 3 decrease the minimum lot size to 3,500 SF and increase the density of the development to 5.3 dwelling units per acre, similar to the previously approved zoning case for the site. Third, the Applicant is requesting to change the existing Zoning Conditions for the site to amend the cap of 49 single-family detached homes to 53 single-family detached homes. Figure 1 included in the agenda packet details the proposed layout of the site with the four single-family homes added to the development. The area proposed to be added to the subdivision is shown outlined in red. The site plan is also included as Attachment C included in the agenda packet. If recommended for approval, the Applicant would present updated site plan and plat submittals to the City for review and approval. Said submittals should not halt the work currently being done of the subdivision given that individual lots have already been platted. Public input for this hearing has been provided in accordance with State and local law.

On or around May 2, 2024, public notices were mailed to property owners within 500' of the project site. The notice informed them of the public input meeting, Planning Commission public hearing date, and the City Council public hearing date. Additionally, a public notice was published in the Cherokee Tribune at least 45 days prior to the public hearing. On May 16, 2024, the Applicant hosted a public input meeting at the Chambers at City Center, located at 8534 Main Street, beginning on or around 7pm. The informal meeting is intended to give the Applicant and City staff an opportunity to explain the proposal and to answer any questions about the project or the public hearing process. There were no attendants at the meeting. The public input report from this meeting is provided as Attachment E included in the agenda packet. DPC Recommendation: The Development Process Committee (DPC) met on June 19, 2024, to discuss and vote on this case. At this meeting, the DPC voted unanimously (7-0) to recommend approval of the Applicant's request to rezone the described portion of the subject property to R-4, subject to the below conditions of approval. The conditions of approval are identical to those from the original zoning case (Z#147-21), with minor changes. The **changes are shown in bold** lettering. The proposed Ordinance, which details these conditions, can be found as Attachment E. Proposed Conditions of Approval 1. The development shall have a shared driveway with the Culver's properties, designed as shown on the concept plan (or similar plan agreed to by the parties and the City), which is attached hereto as Exhibit "C", and made a part hereof by reference. A development agreement including Culver's agreement and participation shall be completed prior to site plan submittal. If such an agreement cannot be reached, the case shall be returned to DPC for a new recommendation and shall be heard again by the Planning Commission and the City Council, which may approve a condition amendment. 2. The development shall be allowed to have **53 single family detached units**, and a Variance shall be granted to allow a minimum lot size of 3,500 square feet. 3. Variance to LDO Sec. 15.305 is granted to allow the development to have over 30 units without a second entrance and without sprinklers, in accordance with the change in the Georgia State Amendments. 4. Zoning buffers shall be applied as follows: a. The developer is granted permission to clear, grade, and replant the zoning buffers. b. Replanting in the buffers shall consist of two rows of evergreen trees and a 6-foot privacy fence along the entire buffer except the narrow portion of land north of the out-lot. Final buffer plan shall be approved by staff. c. Screening shall be provided from the Highway 92 right of way and Culver's parking/pond so that, when the landscaping is at maturity, the development 186 Page 6 is not visible from Highway 92 or from the Culver's development, including between the proposed street and the stormwater pond and around the termination of the proposed street at the southern end of the development. The design of this area is to be approved by the DPC. 5. Units 1-5 and **Units 50-53** shall be screened from Neese Road with a fence and landscaping. The side of lot 1, adjacent to the roadway, shall also be heavily screened from Neese Road with a fence and landscaping. The design of these areas is to be approved by DPC. 6. The dog park shown on Exhibit "C" shall be conveyed and maintained by the Homeowner's association, and shall have a fence, dog station, benches, signage, trash can, and water. The entry gate shall be interior to the subdivision and accessible to residents only. 7. Elevations shall be as approved by DPC, with some or all of the following features: a. Front facades shall have majority brick and stone frontages with a variety of colors and accents. b. There shall be a variety of floor plans. c. There shall be at least 4 different façade designs with a variety of colors and accents. 8. There shall be a minimum 20-foot driveway length between each front façade and sidewalk. 9. A minimum of **14 guest parking spaces** shall be required. 10. Rental units shall be restricted to 10%, and there shall be a prohibition on short-term rentals, memorialized in the HOA covenants. 11. Sales documents for any homes that have a patio which encroaches into the rear setback shall include a notice that these patios cannot be covered in the future. The same shall be memorialized in the HOA covenants. 12. The drainage in the northwest corner of the subject property shall be diverted to the stormwater management facility. The plan shall be to the satisfaction of the Public Works Director. Planning Commission Recommendation: On July 11, 2024, the Planning Commission considered the proposed project as a part of a noticed public hearing. A link to the Planning Commission meeting can be found here: At this public hearing, the Planning Commission voted unanimously (4-0) to recommend approval of the case consistent with staff recommended conditions of approval. Staff Recommendation: Staff recommends that the City Council approve a Variance, Rezoning, and Condition Amendment to allow for the addition of four single-family detached lots to the approved Winsome Park subdivision, subject to the staff-recommended conditions of approval. City Attorney Eldon Basham stated for the record that his firm has represented Traton Homes for a number of years; however, he was not representing them on this case. Parks Huff, the representative on behalf of the applicant Traton Homes spoke. He stated he also represents the property owner. Mr. Huff reviewed what was discussed during the presentation and that if this was not granted now, Council would more than likely see it come forth again in the future. He stated Traton is a very reputable home builder and all they are doing is matching the conditions that were originally placed. He stated they had also reached out to residents in the surrounding subdivision and those residents were fine with the request. Mayor Pro Tem Colin Ake stated he thinks this will benefit the neighbors and the city.

- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.
- *Mayor Pro Tem Colin Ake made a motion to approve item 8.3 with Staff and Planning Commission Recommendations.*
- *Council Member David Potts seconded the motion.*
- *Motion carried (6-0).*

8.4) Consideration of ZTA#156-24 Outlet Shoppes EV Stations (Public Hearing & Vote) (Community Development)

- Request to deny a condition amendment and sign waiver request for the purpose of constructing electric vehicle charging stations that function as advertising boards at 915 Ridgewalk Parkway. Planning Commission recommended denial of the proposed project. City Planner Cameron Dunn presented the item. The Applicant, Raquel Clement for Volta Charging, on behalf of the Outlet Shoppes of Atlanta, has submitted a Condition Amendment and Sign Waiver request for the property at 915 Ridgewalk Parkway to allow for the construction of four EV charging stations that function as advertising boards. The property is ±38.48 acres and is owned by the Outlet Shoppes of Atlanta. Table 1 included in the agenda packet provides general information for the project site and surrounding land uses. The proposed project would allow for the construction of four Level 2 charging stations on the project site. According to the site plan, the proposed chargers would be placed within two existing landscape bulb outs on the eastern and western sides of the outlet mall (Attachment B in the agenda packet). The charging stations would draw their electricity from existing electrical facilities of the outlet mall. The charging station does not have a digital user interface to assist with the charging process. Customers use a phone application to assist with charging; instructions for downloading and using the application are shown on the side panel of the station. Each station has two advertising screens (48" X 27" or 18 SF per station) with pre-equipped dimmers to adjust for brightness. The content change rate is once every three minutes, or 20 times per hour. The use of the Level 2 charging station is free. Volta does offer a Level 3 charging station, but it charges users an idle fee after a certain amount of time spent at the station after charging is complete. These chargers also deliver advertising via electronic sign. To accommodate the proposed project, a sign waiver is needed. LDO Section 6.4.8 disallows electronic signs except along commercially zoned properties fronting Highway 92 within the Parkway Overlay District and must be at least 200 linear feet from another electronic sign. Additionally, a condition amendment is needed to delete/modify the condition attached to Variance request number 8 of V#101-11 to allow for LED signage onsite. EV charging stations are an allowable accessory use citywide; however, it is the incorporation of two digital advertising screens into the charging station that triggers the need for relief by Council. Public input for the public hearing has been provided in accordance with State and local law. On or around June 25, 2024, public notices were mailed to property owners within 500' of the project site. The notice informed them of the public input meeting, Planning Commission public hearing, and City Council public hearing. Additionally, a public notice was published in the Cherokee Tribune at least 45 days prior to the public hearing. On July 3, 2024, the Applicant hosted a public input meeting at the Cherokee County Recreation and Parks Facility, located at 7545 Main Street, beginning on or around 7:00pm. This informal meeting is intended to give the Applicant and City staff an opportunity to explain the proposal and to answer any questions the public might have about the project or public hearing process. There were two residents at the public input meeting. The public input meeting report can be found as Attachment C in the agenda packet. DPC Recommendation: The Development Process Committee met on June 19, 2024, to discuss and vote on the proposed project. At this meeting, the DPC voted unanimously (7-0) to recommend denial of the Condition Amendment and Sign Waiver requested. The Applicant's request was viewed as not only deviating greatly from the existing sign code, but also as going against both the intent of the zoning conditions for the parcel and the limits that Council approved by passing the EV Ordinance. The prevailing opinion amongst staff was that the use of an EV charger was acceptable both in the location presented and on the subject property, but that the incorporation of electronic signage for delivering advertising to passersby (and not as a means of facilitating charging between the consumer and the provider) was unacceptable. Planning Commission Recommendation: On July 11, 2024, the

Planning Commission considered the proposed project as a part of a noticed public hearing. A link to the Planning Commission meeting can be found here: At this public hearing, the Planning Commission voted unanimously (4-0) to recommend City Council denial of the entitlements requested. Staff Recommendation: Staff recommends that the City Council deny a Condition Amendment and Sign Waiver request for the purpose of constructing electric vehicle charging stations that function as advertising boards at 915 Ridgewalk Parkway. Council Member Rob Usher asked the question, assuming Council moves forward with the denial, are there plans to place these in a different location. Mr. Dunn stated Volta Charging is under contract with the Outlet Shoppes; therefore, he cannot answer that question, but will let the applicant speak to that. The applicant, Raquel Clement spoke and stated as per their contract with the Outlet Shoppes, they were to install four L2 chargers. The previous project manager installed two of the four, so she is working to finalize the last two. Ms. Clement stated she would address the question about changing the type of chargers. Council Member Rob Usher clarified he was asking about changing the location of the chargers and not the type. Ms. Clement stated they cannot change the location without changing the type of charger as a different type of charger would be more costly and therefore, they would have to renegotiate the contract with the Outlet Shoppes. Ms. Clements addressed the safety concern stating her company has not had any issues with documented accidents at other locations where these types of chargers have been installed. She stated they are strategically placed at an angle so only walking pedestrians would see them and not those in vehicles. The construction manager from Volta reiterated these were placed at an angle and would not be visible to any right-a-way or from the street. He also stated there is currently a lack of chargers in the area and showed a map. Mayor Pro Tem Colin Ake asked if there was anything other than angling the charger that could be done to restrict it from distracting drivers. He asked if any type of screen protector could be added. Ms. Clement stated they could dim the lighting on the chargers but other than that and the angling, nothing further could be done. Mayor Pro Tem Ake stated the points made by staff on the location and the limits of what can be waived from the LDO were well made and have merit.

- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.
- *Mayor Pro Tem Colin Ake made a motion to deny item 8.4.*
- *Council Member Warren Johnson seconded the motion.*
- *Motion carried (6-0).*

8.5) Consideration of ZTA#013-24 – Updates to LDO Chapters 3 & 15 (Public Hearing & Vote) (Community Development)

- Request for approval of the proposed Zone Text Amendment would that update Chapters 3 and 15 of the Land Development Ordinance to include the site plan checklist, street design and improvement standards, and infrastructure requirements had by the Public Works Department. Staff and Planning Commission recommend approval with minor modifications to the conditions of approval regarding the thresholds required for preparation of a traffic study. City Engineer Janis Steinbrenner presented the item. Proposed are amendments to Chapter III – Land Development Standards and Chapter XV – Street, Sidewalk, Trail, and Additional Infrastructure Standards. These amendments are needed to bring these code sections up to date with current standards and previously updated code sections in other chapters as well as add a code section regarding utility locations within the right-of-way. Chapter III – Update Section 3.403, a checklist for site plan submittals, to match the updates proposed in Chapter 15. Chapter XV – Update Article II – Street Design and Improvement Standards:
 - Correct old and outdated cross-references
 - Update the minimum criteria requiring a traffic study - reduction from 200 lot to 50 lot minimum
 - Update reference from specific AASHTO Green Book to “latest edition”
 - Remove specific design criteria that may change with future updates to the AASHTO Green Book
 - Add references to Article III regarding maximum grades of fire access roads
 - Update Ch 13 and 14 references for storm drainage
 - Update construction section – pipe updates, referenced GDOT Standards, add new details to Appendix A for curb and gutter, pavement, and crosswalks
 - Add references to downtown standards where needed – sidewalks, signs, etc
 - Add Section 15.601 to Article VI regarding requirements for water meter locations
 Text Amendments were presented to Planning Commission on July 11, 2024. The Commissioners were concerned with the change to the minimum criteria requiring a traffic study and requested more time for staff to research this item.

Planning Commission voted 4-0 to remove and table this specific item (Section 15.200.3.a.3) from the text amendment and approve the rest of the amendments as presented. Exhibit B has been updated to reflect the original code language in the tabled section. Draft ordinance included in the agenda packet.

- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.
- *Council Member Rob Usher made a motion to approve item 8.5 with Staff and Planning Commission Recommendations tabling the item per the PC recommendations in Section 15.200.3.a.3 until further research is completed.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (6-0).*

8.6) Consideration of Zoning Map Amendment – July 2024 (Public Hearing & Vote) (Community Development)

- The proposed project would update the City of Woodstock Zoning Map to reflect any Annexations and/or Zone Changes that have occurred since the last Zoning Map Adoption. Other changes include general quality control intended to match current Cherokee County parcel boundaries. Staff and Planning Commission recommended approval of the update. Senior Planner Niwana Ray presented the item. In accordance with Land Development Ordinance Chapter XI, Article II, Section V (Official Woodstock Zoning Map), the Official Zoning Map will be amended to reflect the zoning changes and annexations that have been approved since the last map update adopted on January 22, 2024. The table included in the summary section of the report, which is included in the agenda packet, outlines the changes to the Zoning Map produced by zoning action.
- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.
- *Mayor Pro Tem Colin Ake made a motion to approve item 8.6.*
- *Council Member David Potts seconded the motion.*
- *Motion carried (6-0).*

8.7) Consideration of Approval of Resolution #1092-2024 Adopting Amendment of Fee Schedule Chapter 7 Water and Sewer Rates (Public Hearing & Vote) (City Clerk)

- Request for approval of Resolution #1092-2024 to formally adopt revisions to the Fee Schedule Chapter 7 Water and Sewer Rates Sections 7.1.1, 7.1.3, 7.1.4 as approved in the FY 2025 Budget on June 10, 2024. City Clerk & Administrative Services Director Robyn Adams presented the item. The changes are outlined and included as part of the agenda packet and shown in red. These changes will go into effect immediately upon Council's approval. Council Member Brian Wolfe asked if these increased rates would be retroactive dating back to when they were approved as part of the FY 2025 Budget in June. Ms. Adams stated they would not be retroactive back to that date but would go into effect tonight upon Council approval.
- Mayor Michael Caldwell opened the public hearing portion for the item.
- City Attorney Eldon Basham stated no one signed up to speak on this item.
- Mayor Michael Caldwell closed the public hearing portion for this item.

- *Council Member Rob Usher made a motion to approve item 8.7.*
- *Council Member Brian Wolfe seconded the motion.*
- *Motion carried (6-0).*

ITEM 9) NEW BUSINESS

9.1) Consideration of Approval of Resolution No. 1041-2024 for Condemnation of Parcel 14 (Neese Road Improvements – Southern Segment) (Administration)

- Request for approval of Resolution No. 1041-2024. A resolution and order of the City of Woodstock, Georgia authorizing condemnation of a tract of land comprised of 1938.63 square feet of fee simple right-of-way, 1697.75 square feet of temporary construction easement, and 1498.00 square feet of temporary driveway easement, in land lot 1133, 15th District, Cherokee County, Georgia by declaration of taking method pursuant to the provisions of O.C.G.A. § 32-3-4 Et Seq. City Attorney Eldon Basham stated this item can be removed from the table. He stated it was tabled at the last meeting and they were able to close the transaction shortly after that date.
- *Council Member Rob Usher made a motion to remove item 9.1 from the table.*
- *Council Member Brian Wolfe seconded the motion.*
- *Motion carried (6-0).*

9.2) Consideration of Ordinance to Amend Chapter 11 (Special Events) – Permitting for Public Fireworks Displays (1st Reading) (Fire)

- Request to consider introduction of an ordinance to amend Chapter 11, Section 11-8. The amendment would modify permit requirements for public fireworks displays to reflect changes in state law pursuant to Georgia Senate Bill 417. A draft Ordinance is provided as Attachment A and the redline code text is provided as Attachment B (both included in the agenda packet). Fire Marshal Bobby Stilson presented the item. Council Member Rob Usher asked how fireworks display is defined. Mr. Stilson responded stating that according to the State Fire Marshal's office, a display is defined as carrying out a fireworks show where it has been advertised. Also, if an individual advertises fireworks or holds a fireworks show on their property and has anyone other than family members attend, it is considered a display. City Attorney Eldon Basham stated it is defined in the state code and is very complex. Mr. Stilson stated the intent was when someone brings in people outside their family, it becomes a safety liability. Mayor Michael Caldwell cited the language in Senate Bill 417 Public Exhibition or Display of Fireworks to provide further definition. "SECTION 3. 58) Title 25 of the Official Code of Georgia Annotated, relating to fire protection and safety, is 59) amended in Code Section 25-10-1, relating to definitions relative to regulation of fireworks, 60) by adding new paragraphs to subsection (a) to read as follows: 61) "(5.1) 'Fireworks or pyrotechnics exhibition or display before a proximate audience' 62) means any exhibition or display of fireworks, or any use of pyrotechnic special effects, 63) that occurs within a building or structure or before an audience closer to the pyrotechnic 64) devices than permitted by National Fire Protection Association Standard 1123, Code for 65) Fireworks Display, as adopted by the Safety Fire Commissioner; provided, however, that 66) such term shall not include the use of pyrotechnic special effects in television and motion 67) picture production when no audience is present." 68) "(8.1) 'Public exhibition or display of fireworks' means the use of pyrotechnics, display 69) fireworks, consumer fireworks, or any combination thereof for any purpose relating to S. B. 417 - 3 - 24 LC 39 4118 70) the amusement or entertainment of the public that does not occur within a building or 71) structure or before a proximate audience; provided, however, that such term shall not 72) include the private, personal use of consumer fireworks by the public."
- *Council Member Brian Wolfe made a motion to approve 1st Reading of item 9.2.*
- *Council Member Rob Usher seconded the motion.*
- *Motion carried (6-0).*

9.3) Consideration of Potential Modifications to the Noise Ordinance (Community Development)

- Request for direction and feedback from Council on potential modifications to the Noise Ordinance by way of a PowerPoint presentation highlighting options for consideration. Community Development Director Tracy Albers presented the item. Ms. Albers introduced Chase Williams, an intern that has worked with the department over the course of the summer. The research and presentation is on the City Noise Ordinance and how it is administered and executed in the community along with recommendations on future changes to the ordinance. The ordinance was last updated in July of 2018; therefore, needs to be updated. The research and study included comparisons from similar cities and include data on residential, commercial, industrial, and mixed-use developments. The details of the presentation are available in the office of the Community Development Department. Staff has requested direction from Council so they can prepare a proposal of the modifications. Council Member David Potts asked if staff has had anyone test noise levels with a decibel meter. City Manager Jeff Moon stated yes, but it has been some time ago and it needs to be done again. Mayor Pro Tem Colin Ake stated he has walked around downtown in the evening with a decibel meter for his own curiosity. He stated outside one local business his device measured 80 decibels at the street. He stated he is glad staff is addressing this and it is time for the city to take action on this matter. Council Member David Potts stated he has some concerns on the impact of noise levels as buildings go vertical and mentioned the concerts. City Manager Jeff Moon stated it will definitely have an impact and as far as the concerts go, they typically end around 10:00 or 10:30 p.m. unless there is a weather delay. City Manager Moon stated one item that Council could include in the modifications to help with noise levels requiring exterior speakers at those businesses that have them to be shut off when the business closes. Council Member David Potts stated there should be a certain timeframe specified that businesses must lower their volume. He also stated he likes taking the measure from the street level rather than from inside someone's home. Mayor Pro Tem Colin Ake stated he thinks it should be measured at the right-of-way and possibly separate regulations set for the downtown entertainment district. He also stated midnight is a good cut off time. Council Member David Potts stated it could be required that a business must lower the decibels from 10 to midnight. City Manager Jeff Moon stated it is also important to be very clear on how complaints are addressed from a complainant outside the city limits as we have no jurisdiction to address those issues. Mayor Michael Caldwell stated he would like to see our regulations laid out in a format less complex than some of the comparable cities such as Smyrna. Council Member Warren Johnson stated he would like to study Smyrna's ordinance, and the issue is complex so may require more complexity within the ordinance. He stated he does like measuring from the right-of-way; however, mixed-use would need to be measured differently and regulations will have to be tailored according to use. Council Member Johnson stated he does like Council Member Pott's suggestion on requiring a lower decibel between the hours of 10:00 p.m. to midnight. City Manager Jeff Moon stated time can be provided to allow Council the time to study the details presented. Council Member Rob Usher asked if loud vehicles could be addressed as well. Mayor Caldwell stated he would like to see a draft ordinance at a future Work Session prior to a completed ordinance being finalized and brought forth for a vote.

ITEM 10) OLD BUSINESS

ITEM 11) MINUTES APPROVAL

11.1) Consideration of Approval to Adopt Council Meeting Minutes – July 8, 2024 (City Clerk)

- Council Member Tracy Collins made a motion to approve item 11.1 adopting the minutes from the July 8th Council Meeting.*
- Council Member Brian Wolfe seconded the motion.*
- Motion carried (4-0) Mayor Pro Tem Colin Ake and Council Member David Potts Abstained.*

11.2) Consideration of Approval to Adopt Council Work Session Minutes – July 15, 2024 (City Clerk)

- Council Member Tracy Collins made a motion to approve item 11.2 adopting the minutes from the July 15th Work Session.*
- Mayor Pro Tem Colin Ake seconded the motion.*
- Motion carried (6-0).*

ITEM 12) DEPARTMENTAL REPORTS

12.1) Police Monthly Report (June 2024) (Police)

12.2) Fire Monthly Report (June 2024) (Fire)**12.3) Community Development Hot Sheet (July 2024) (Community Development)****12.4) Parks and Recreation Monthly Report (June 2024) (Parks and Recreation)****12.5) EOM Monthly Report (June 2024) (Public Works)****12.6) Administrative Variances Report (January - June 2024) (Community Development)****12.7) Sign Waiver Report (January - June 2024) (Community Development)****12.8) Capital Projects Monthly Status Report (July 2024) (Administration)****ITEM 13) MAYOR AND COUNCIL COMMENTS**

- Mayor Michael Caldwell thanked Council for the attentive work tonight with the full agenda. He stated a group from the City of Woodstock, Ontario recently visited our city. Council had conceptually approved the idea of having a sister city and work on an agreement is being done with assistance from a teacher E.T. Booth Middle School. Mayor Caldwell stated the Consul General of Japan also visited the city and that he and a few key staff met with a delegation of around 15 people including those from the Japanese Consulate, the Japanese Chamber of Commerce and the Japanese American Business Council. The group also toured the city.

ITEM 14) CITY MANAGER STAFF COMMENTS

- City Manager Jeff Moon stated he does not have anything to report, and an Executive Session is not needed.

ITEM 15) EXECUTIVE SESSION – PERSONNEL, LITIGATION, REAL ESTATE**ITEM 16) FINAL ADJOURNMENT**

- *Council Member Rob Usher made a motion to adjourn.*
- *Council Member Tracy Collins seconded the motion.*
- *Motion carried (6-0).*

Michael Caldwell, Mayor

Robyn Adams, City Clerk

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Faye Doss, Fire Department

ITEM TYPE: Departmental Reports

AGENDA SECTION: DEPARTMENTAL REPORTS

SUBJECT: **Fire Department Monthly Report (July 2024)**

SUGGESTED ACTION:

ATTACHMENTS:
[Canva July 24.pdf](#)

CITY OF WOODSTOCK

FIRE DEPARTMENT



Monthly Report July 2024

Total number of calls
650
Calls in the City - 516
Calls Outside the City - 134

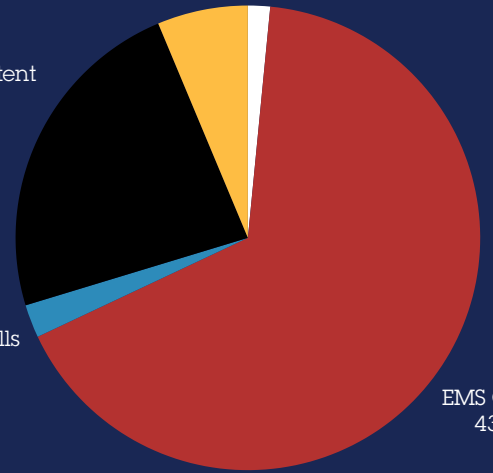
90th Percentile Response Times

City Wide
10 minutes
36 seconds

Service/Good Intent
152

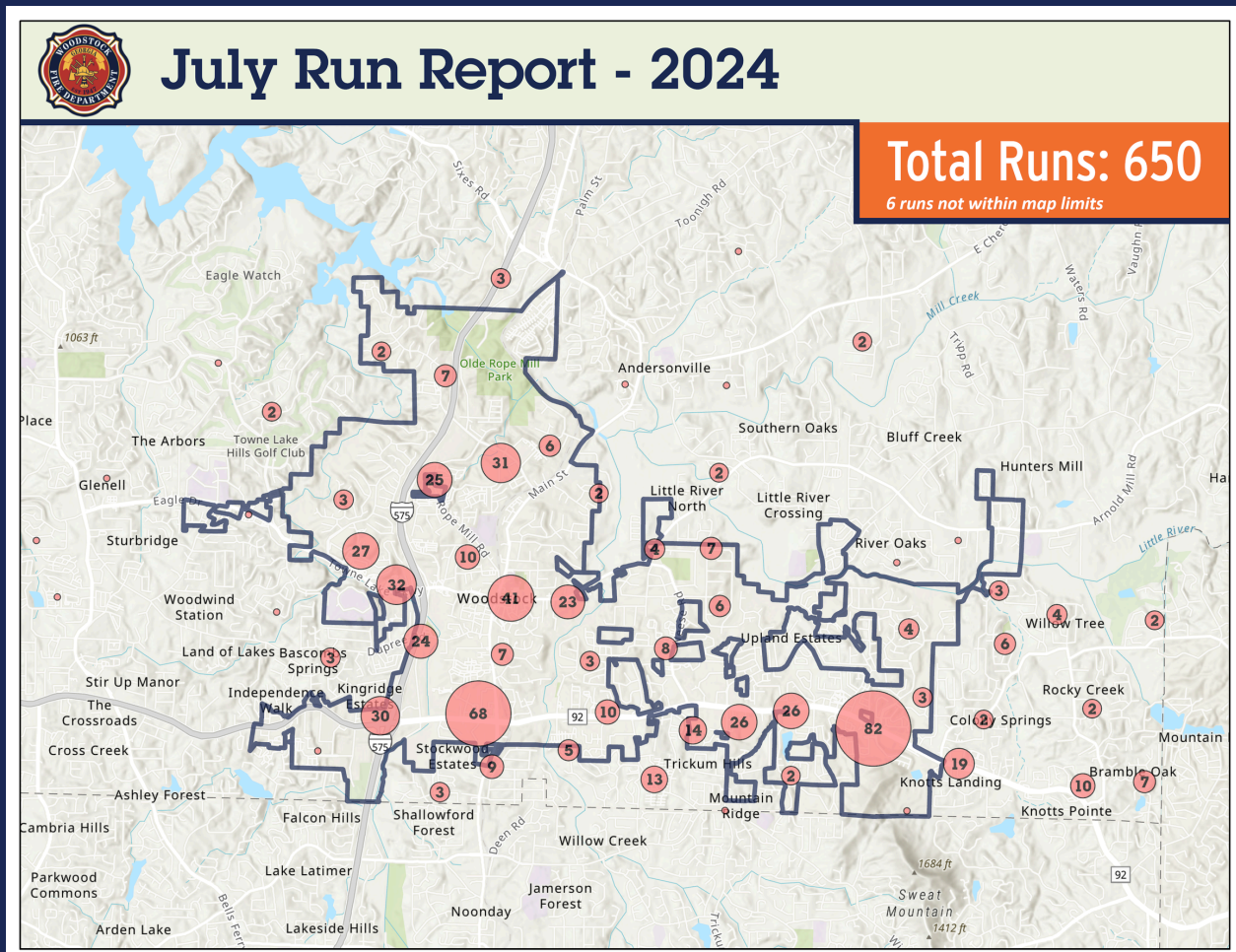
Hazmat Calls
15

False Calls 41
Fire 10

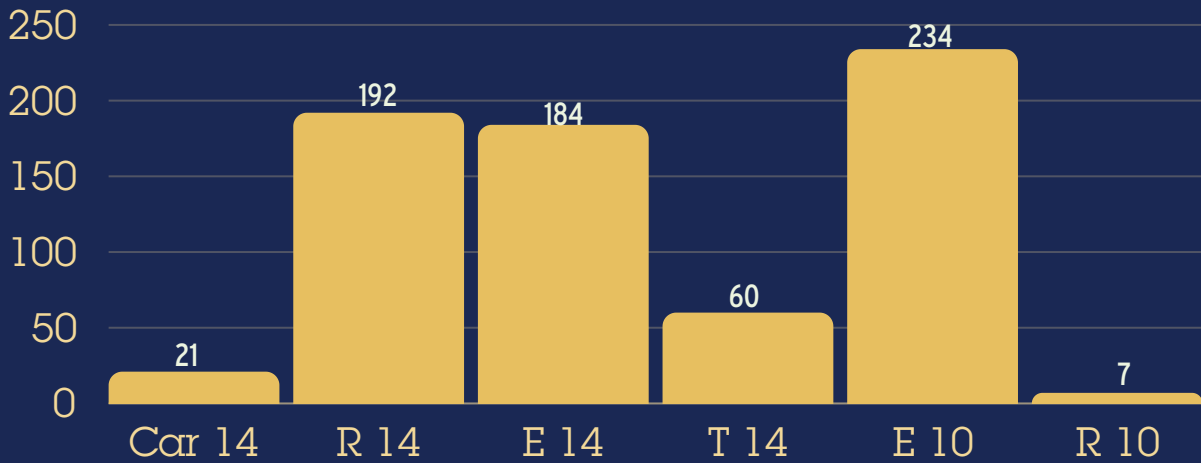


EMS Calls
432

OVERVIEW OF CALL VOLUME AND AREA FOR JULY



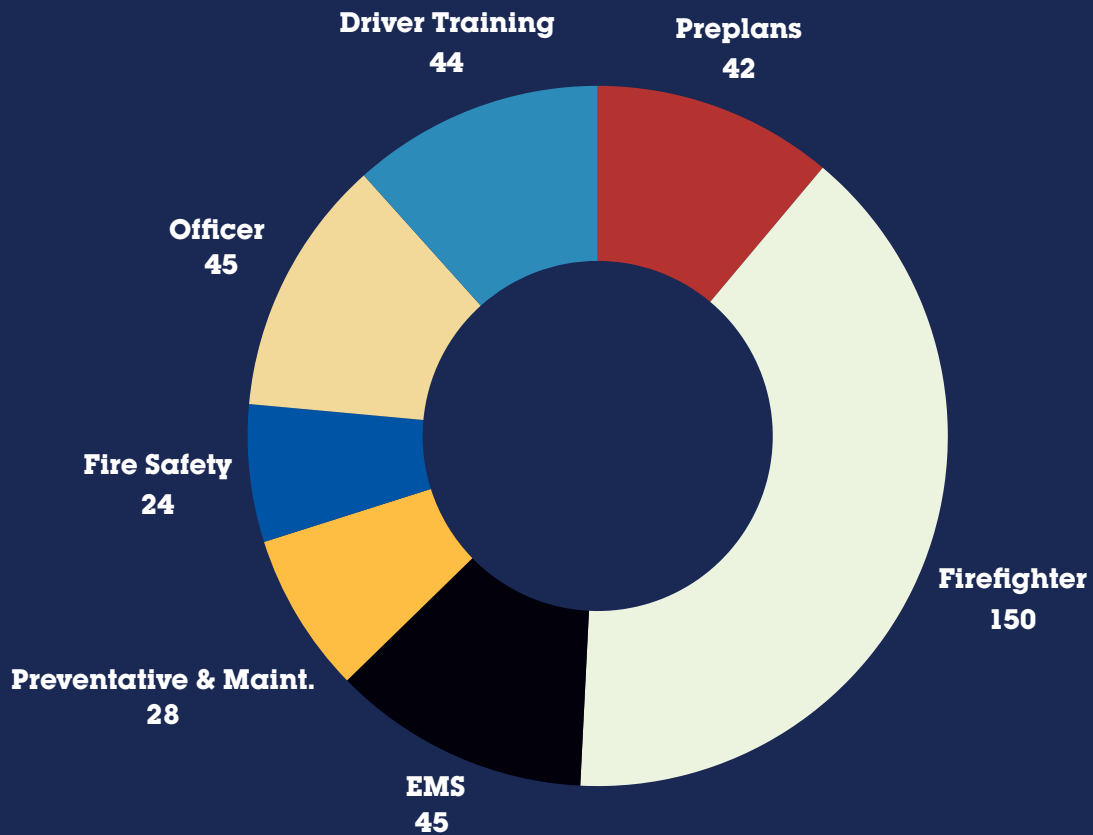
Calls by Apparatus



MONTHLY TRAINING REPORT JULY

TOTAL TRAINING HOURS: 378

Training Hours by Topic



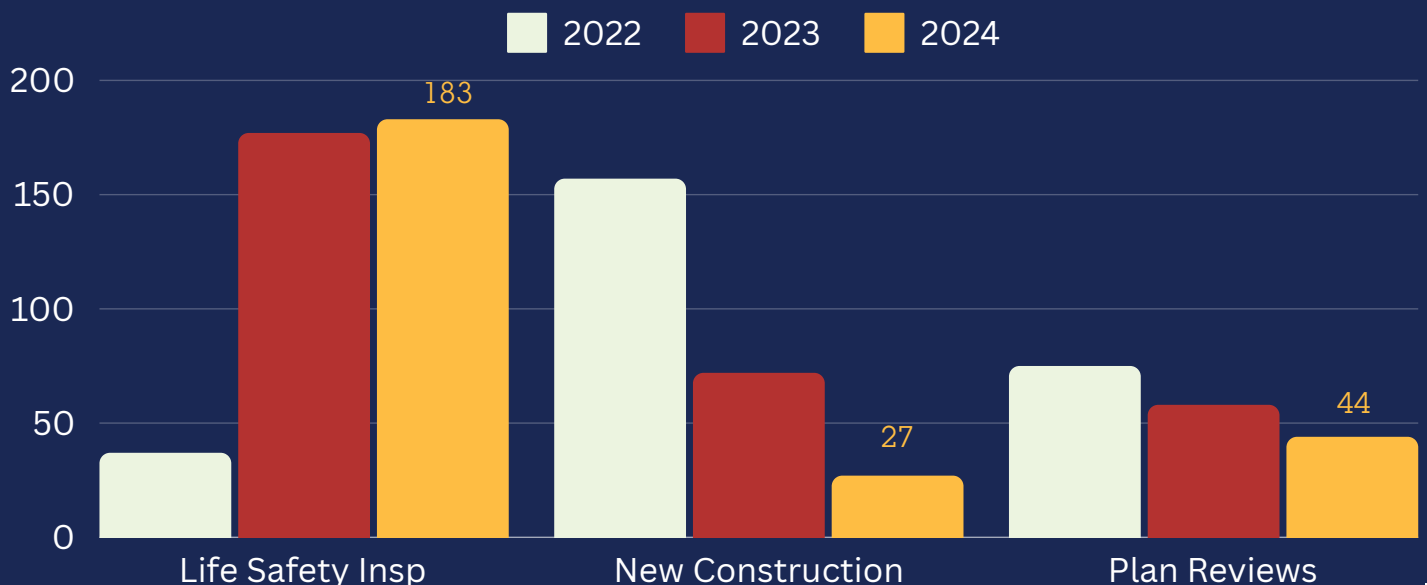
Departmental Physical Fitness Participation : 89%
Departmental Goal 85%

Fire Marshal Report for July

Citizens Impacted: 745

- **Public Participation Citizens reached : 20**
 - Direct Impact:
 - STEM Lab Orientation - 20
 - Indirect Impact:
 - July 4th Festivities
- **Educational Programs Citizens Reached : 714**
 - Children's Education:
 - GASG Superhero Week -100
 - Storm Fest - 500
 - Adult Education:
 - Hearthside Fall Prevention Class -74
 - 360 Chambers HOA Fire Safety - 40
- **Community Assistance Citizens Reached: 11**
 - Car Seat Installs- 5
 - Car Seat Donations - 1

FIRE MARSHAL MONTHLY INSPECTIONS



Below are some activities that took place during the month of June



Participated in the
July 4th
Spectacular Event!



Joint rescue training with
Cobb County at the
new parking deck downtown.





Responding to a landscape fire that spread to soffit at Heritage Walk



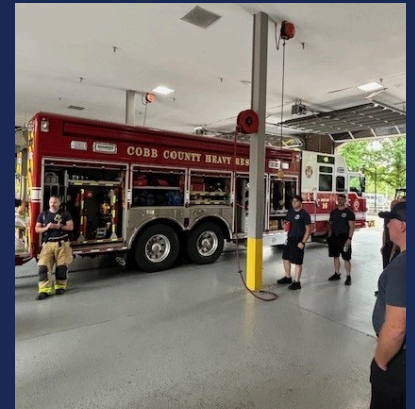
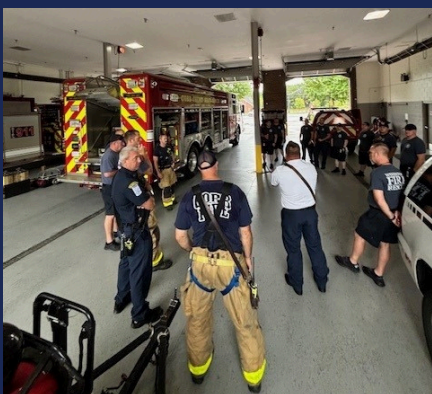
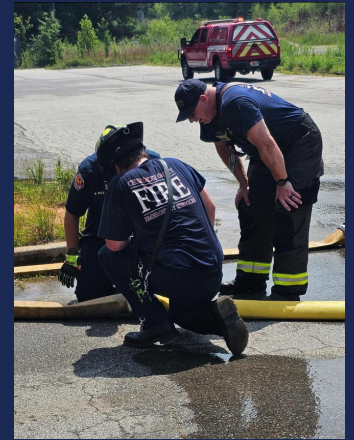
Pump Training



Joint training with CCFES for operational readiness with apparatus familiarization.



Joint training with Cobb Fire, to understand one another's capabilities.





Assisting CCFES on a fire off Tiller Way.



Parapet Ladder Training with Truck 14 on new construction building.



And in Other News...

- Met with Croft Architectural Co. on the 3rd fire station.
- Chief Dobson attended SEAFC Fire Conference in Cobb County.
- Our fire reports are now automatically uploaded to the States data base, and no longer has to be exported to NFIRS.
- We did lots of training on the new Engine 14 to get familiarized with equipment and layout.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Brian Borden, Parks & Recreation

ITEM TYPE: Departmental Reports

AGENDA SECTION: DEPARTMENTAL REPORTS

SUBJECT: **Parks & Recreation Monthly Report (July 2024)**

SUGGESTED ACTION:

ATTACHMENTS:
[Deptment Monthly Report July 2024.pdf](#)



Woodstock Parks & Recreation Department
July 2024
Monthly Report

1. Administration:

- Staff prepared FY25 Budget Reports for Leadership Team Meetings.
- Staff attended weekly Leadership Team Meetings.
- Heather Gaddis attended the July Technology Advisory Committee Meeting.
- Staff coordinated security keys for new Admin Building and documented distribution.
- Staff completed offboarding for Ryan Gobie.
- Staff completed Contract Instructor Renewals and Background Screening Forms submitted to HR.
- Staff registered for GRPA August roundtable training opportunity.
- Staff conducted BS&A Training for Heather Gilliland in Purchase Orders, Accounts Payable and General Ledger Modules.
- Heather Gaddis completed (2) NRPA Online Training Courses.
 - Neurodiversity & Inclusive Workplaces
 - Time Out: A Look at Mental Health Amongst Women in the Workplace
- Staff reconciled department Credit Card Statements, Invoices, Purchase Orders and Refunds.
- Staff placed supply orders - For Admin, Maintenance, Special Events, Senior Center, and Recreation Programs.

2. Park Project Update:

Little River Park:

- Liz and her team are planning on submitting the plans for permitting in late August.
- The Little River Park House renovation project went out to bid on Thursday, August 1st, with bids due back into the City on September 4th.
- There is a pre-bid meeting on site for the Little River House renovation project scheduled for Wednesday, August 4th at 3 PM.
- Liz and I had a zoom call with representatives from the Cherokee County Water Authority regarding the connection of water to the restroom building.
- Liz and I met with Katy and Steve from IT to discuss the IT needs for the facility at Little River Park on Thursday, August 1st.

Little River Park Connector Trail:

- Staff is currently in the process of looking at several options for this project to include phasing and route options.

Buckhead Crossing Trail Project:

- Staff had a project update meeting with Axis Infrastructure on Wednesday, August 31st via Teams.
- Lighting conduit on the bridge – Lighting limited to Towne Lake approach and bridge. No lighting on the trail. Need to discuss power supply with City/County.



- Separately metered or pulled from an existing source such as signal or street lighting
- The team discussed location of a Blue Light at the Towne Lake Parkway side of the bridge approach.
- Staff discussed locating garbage/recycling cans on both sides of the pedestrian bridge.
- Axis Infrastructure requested assistance from Cherokee County in locating pipe and northern manhole related to the sanitary sewer crossing at Towne Lake Parkway.

Rubes Creek Trail Project:

- Staff has requested that CPL proceed with option “D” for the Rubes Creek trail project. This will connect Rubes Creek to Highway 92 and will turn north on Springfield Drive and connect to the park.

Dupree Park Master Plan:

- Staff, along with the City Manager met with representatives from Lose Design on Thursday, July 25th to review the draft version of the Dupree Park Master Plan.
- Lose & Design is going to incorporate the comments from our meeting and present those changes to staff prior to presenting them to the public.

3. Recreation Division:

A) Staff hosted the following recreation programs during the month of June:

- **Pollinator Certification:** Evelyn Taylor registered her pollinator garden with Woodstock Parks for Pollinators! Her commitment has provided food, shelter and habitat for beneficial insects and animals that aid in pollination, one of the anchors of life.
- **Cookie Decorating:** Had a great time at our first Multi-Gen program Fun4Kids – Decorating Cookie at the William G. Long Senior Center where senior members joined kids to decorate cookies in a multiple generation program.
- **AMPED in the Park:** Our free monthly fitness event, AMPED in the Park, was hosted by community partner HEW Fitness on Saturday, July 20. We got rained on, but that didn’t dampen the spirits or the workout at the Northside Hospital-Cherokee Amphitheater!
- **Story Time Live:** Woody from Toy Story visited Storytime Live on Saturday, July 20 and dropped by Foxtale Book Shoppe as the weather was less than friendly. About 130 participants were happy as Woody read a story, signed books and posed for photos.
- **School Break Fun day:** Two days before school resumed, we broke out games, crafts, inflatables and rides for School Break Fun Day at the Northside Hospital Cherokee Amphitheater on July 30.



- **Summer sizzler Pickle Ball Tournament:** Tons of talent was on display the Summer Sizzle mixed Doubles Pickleball Tournament on July 31. Two divisions of advanced levels competed for the championship. Super competitive, super game play, super-hot. Congratulations to 3.5 division champions Sheila Garner and David Grachen and 4.0 division winners Ruby Yoo and Jacob Carroll.

B) Facility Rentals:

- Field space rental at Dupree Park 0
- Pickle Ball Court rental at Dupree Park 39
- Pavilion Rental at Dupree Park 2
- Tennis Court Rental at Dupree Park 13
- Chambers Rental in June 1
- Chambers Reservations Internal in June 15

7/3/2024	Run Fun Coffee Club	16	5	0	5
7/8/2024	PB League - Mixed Doubles - Blue	12	12	0	12
7/8/2024	Pickleball Lessons - Fonger	2	2	0	2
7/8/2024	Pickleball Lessons - Fonger	4	4	0	4
7/9/2024	PB League - Mixed Doubles - +55 Orange	12	12	0	12
7/9/2024	Big Stage Yoga	19	9	0	9
7/9/2024	PB League - Mixed Doubles - Green	24	24	0	24
7/10/2024	Run Fun Coffee Club	16	0	0	0
7/10/2024	+55 Women's Pickleball Social	28	20	0	20
7/10/2024	Discovering Pickleball	5	5	0	5
7/11/2024	PB League - Mixed Doubles - Orange	24	24	0	24
7/11/2024	Pickleball Drill & Play - Fonger	4	4	0	4
7/11/2024	Pickleball Drill & Play - Fonger	0	0	0	0
7/11/2024	Big Stage Yoga	19	10	0	10
7/12/2024	PB League - +55 Mixed Doubles - Green	12	12	0	12
7/13/2024	Discovering Paddleboarding	2	2	0	2
7/14/2024	Discovering Mountain Biking	3	3	0	3
7/15/2024	Fun4Kids - Cookie Decorating	11	11	0	11
7/15/2024	PB League - Mixed Doubles - Blue	12	12	0	12
7/15/2024	Pickleball Lessons - Fonger	2	1	0	1
7/15/2024	Pickleball Lessons - Fonger	4	4	0	4
7/16/2024	PB League - Mixed Doubles - +55 Orange	12	12	0	12
7/16/2024	Big Stage Yoga	19	10	0	10
7/16/2024	PB League - Mixed Doubles - Green	24	24		24
7/17/2024	Run Fun Coffee Club	16	0	0	0
7/17/2024	+55 Women's Pickleball Social	28	18	0	18
7/17/2024	Discovering Pickleball for Kids	9	9	0	9
7/17/2024	Discovering Pickleball	8	6	0	6
7/18/2024	PB League - Mixed Doubles - Orange	24	24	0	24

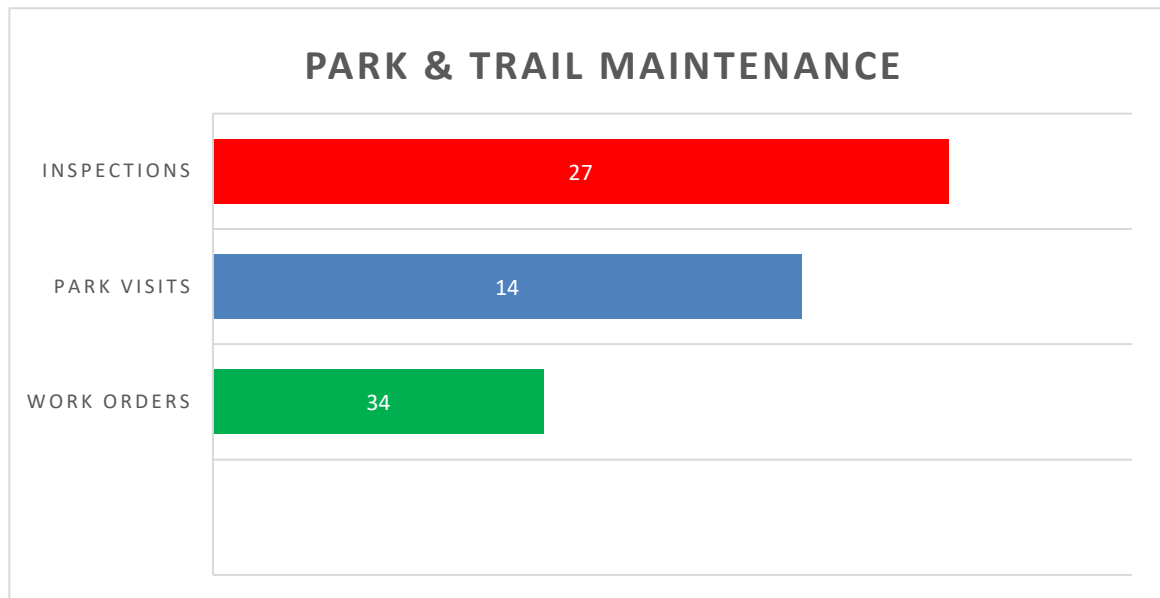


7/18/2024	Pickleball Drill & Play - Fonger	4	4	0	4
7/18/2024	Pickleball Drill & Play - Fonger	0	0	0	0
7/18/2024	Big Stage Yoga	19	6	0	6
7/18/2024	Butterfly Gardeners Meeting	16	0	9	9
7/19/2024	PB League - +55 Mixed Doubles - Green	12	12	0	12
7/20/2024	AMPED in the Park - HEW Fitness	97	87	43	130
	Storytime Live - Woody	0	0	135	135
7/22/2024	PB League - Mixed Doubles - Blue	12	12	0	12
7/22/2024	Pickleball Lessons - Fonger	2	2	0	2
7/22/2024	Pickleball Lessons - Fonger	4	3	0	3
7/23/2024	PB League - Mixed Doubles - +55 Orange	12	12	0	12
7/23/2024	Big Stage Yoga	19	6	0	6
7/23/2024	PB League - Mixed Doubles - Green	24	24	0	24
7/24/2024	Run Fun Coffee Club	16	0	0	0
7/24/2024	+55 Women's Pickleball Social	28	21	0	21
7/24/2024	Discovering Tennis for Kids	0	0	0	0
7/24/2024	Discovering Pickleball	11	11	0	11
7/25/2024	PB League - Mixed Doubles - Orange	24	24	0	24
7/25/2024	Pickleball Drill & Play - Fonger	4	3	0	3
7/25/2024	Pickleball Drill & Play - Fonger	0	0	0	0
7/25/2024	Big Stage Yoga	19	10	0	10
7/26/2024	PB League - +55 Mixed Doubles - Green	12	12	0	12
7/27/2024	Discovering Kayaking	4	4	0	4
7/29/2024	PB League - Mixed Doubles - Blue	12	12	0	12
7/29/2024	Pickleball Lessons - Fonger	2	1	0	1
7/29/2024	Pickleball Lessons - Fonger	4	4	0	4
7/30/2024	PB League - Mixed Doubles - +55 Orange	12	12	0	12
7/30/2024	School Break Fun Day	129	116	361	477
7/30/2024	Big Stage Yoga	19	7	0	7
7/30/2024	PB League - Mixed Doubles - Green	24	24	0	24
7/31/2024	Run Fun Coffee Club	16	0	0	0
7/31/2024	+55 Women's Pickleball Social	28	12	0	12
7/31/2024	Summer Sizzle Pickleball Tournament	24	24	0	24
	TOTAL	60	202	0	1489



6. Park Maintenance:

- Staff set up, work and clean up after Fourth of July event.
- Staff set up, work and clean up after July concert.
- Staff came in at 4 AM to pick up barricades and trash cans off of Main Street after Fourth of July event.
- New mulch was blown in at Large breed and small breed sections at Woofstock dog park.
- New mulch was blown in at Dupree Park playground.
- New mulch was blown in at downtown playground off of market Street.
- New artificial turf was put down at downtown playground.
- Staff replaced old and damaged boards on boardwalk at Woofstock dog park.
- Staff replaced broken boards on boardwalk at Dupree Park.
- Staff cut up down trees off of Towne Lake Pass trail after storms.
- Staff cut up down trees off of Noonday Creek trail after storms
- Staff cut up down trees off of Dupree Park Mountain bike trails after storm
- Ryan Gobie left the Parks and Recreation maintenance department to accept a full time position in the Army National Guard.



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Ron Shelby, Finance Department

ITEM TYPE: Departmental Reports

AGENDA SECTION: DEPARTMENTAL REPORTS

SUBJECT: **Investment Report (July 2024)**

SUGGESTED ACTION:

ATTACHMENTS:
[Investment_Report_07312024.pdf](#)



Investment Report to Mayor and Council

June 30, 2024 ~ July 31, 2024

OVERVIEW

This financial report reflects the City's Investment balances for the 2024 fiscal year through [July 31, 2024](#).

During the previous 8 months, 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 July 11, 2024, inflation for the 12-month period ended June, was reported at 3.0%, down significantly from the 3.3% reported for May. This continues a reduction over the last 4 reports. The Federal Reserve changed its tone during its most recent meeting, indicating that it may cut rates in September as it expresses concerns that US unemployment is increasing while the world economy may be slowing, further impacting the U.S.. Traders have now priced in 2 rate cuts by December with the possibility of a 3rd, all totaling 75 basis points.

On Wednesday, July 31st, the 30-day US Treasury Bill yielded 5.49%, slightly more than the month previous (6/30) of 5.47%. The 10-year decreased to 4.09%, down significantly from 4.36% on May 31st, as expectations for nearby rate cuts increased. The markets remain with an Inverted Yield Curve indicating the continued possibility of nearby recession in the Economy, and the spread widened significantly since last month. The Inverted Spread between the 90-Day and 10-year Treasuries has increased since June 30th from 112bp to 132bp on July 31st. It's clear that a slowing in the world economy still leaves the US at risk for additional economic trouble. Besides a reduction in inflation to the Fed's 2.0% target level, a significant world economic slowdown could further motivate the Fed to begin cutting rates as well.

The 90 Day US Treasury decreased to 5.41% from the 5.48% on June 30th. In comparison, Woodstock closed the month of June earning a variable rate of 5.38% annualized at Georgia Fund 1 (nearly even with the 5.40% yield earned in June). Like the 90 Day US Treasury, the earnings yield at Georgia Fund 1 has essentially remained flat over the last 11 months as traders wait for further Fed adjustments. In August 2023, Ameris bank was willing to further increase the 3.80% rate paid on its Money Market Accounts to 4.50% to be more competitive with Georgia Fund 1 and other investment options. Subsequently, in June, we continued to utilize that account type with \$51,301,588 due to its immediate liquidity profile, paired with investment restrictions on bond proceeds, while providing investment diversity from Georgia Fund 1.

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. With the Fed Funds rate stabilizing, we're 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, and yet still provide for our liquidity needs for significant near-term projects and other expenditures. We have passed the period of peak cash balances and are starting to spend those funds back down for significant construction projects.

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 AA+ by S&P Global.

GF1 ACCOUNT BALANCES

As of **July 31, 2024**, Georgia Fund 1 paid **5.38221%** annualized, which is down slightly from the 5.40225% paid the month previous. The City of Woodstock had on deposit at **Georgia Fund 1** the following amounts:

Fund	June 30, 2024 BALANCE	Net DEPOSIT/ (WITHDRAWAL)	July 2024 INTEREST	July % Yield**	Management Fee Withheld *	July 31, 2024 BALANCE
GENERAL FUND	\$13,373,543.77	(\$ 873,543.77)	\$ 59,070.96	5.38221	(\$ 603.65)	\$12,599,070.96
WATER – SEWER	\$ 6,014,945.67	(\$0.00)	\$ 27,494.96	5.38221	(\$ 280.97)	\$ 6,042,440.63
TOTAL	\$19,388,489.44	(\$ 873,543.77)	\$ 86,565.92		(\$ 884.62)	\$18,641,511.59

*Management Fee Withheld by Georgia Fund 1 has been netted out of the full INTEREST distribution.

** Current Yield (Annualized)

MONEY MARKET BALANCES

As of **July 31, 2024**, the City of Woodstock had **Money Market** deposits at Ameris bank in the following amounts:

FUND	June 30, 2024 BALANCE	Net Deposit/ (Withdrawal)	July 2024 INTEREST	July % Yield	July 31, 2024 BALANCE
POOL-MMKT Ameris	\$ 6,535,767.77	\$ 900,000.00	\$ 27,507.29	4.50	\$ 7,463,275.06
ARPA-MMKT Ameris	\$ 1,436,148.52	\$ 0.00	\$ 5,854.51	4.50	\$ 1,442,003.03
DDA23 Bond-MMKT Ameris	\$ 11,829,255.53	(\$ 1,995,070.00)	\$ 43,297.20	4.50	\$ 9,877,482.73
2024 Parks Bond- MMKT Ameris	\$ 26,753,130.27	\$ 0.00	\$106,631.64	4.50	\$ 26,859,761.91
SPLOST V-MMKT Ameris	\$ 4,960,944.16	\$ 500,000.00	\$ 21,890.49	4.50	\$ 5,482,834.65
SPLOST VII-MMKT Ameris	\$427,620.77	(\$ 252,211.37)	\$ 821.20	4.50	\$ 176,230.60
TOTAL	\$ 51,942,867.02	(\$ 847,281.37)	\$206,002.33		\$ 51,301,587.98

CD ACCOUNT BALANCES

As of July 31, 2024, the City of Woodstock had no CD accounts:

FUND	June 30, 2024 BALANCE	July Interest Received	Annualized Yield (APY)	Total Received at Maturity	July 31, 2024 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 July 31, 2024, 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 July 31, 2024:

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.

July 31, 2024 Market Pricing (All Firms, excluding matured securities):

Security	CUSIP	Maturity	Principal Purchase Price **	July 31, 2024, 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.

July 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	\$0	\$0	\$0	\$0	\$0
September/2024	\$0	\$0	\$0	\$0	\$0
October/2024	\$0	\$0	\$0	\$0	\$0
November/2024	\$0	\$0	\$0	\$0	\$0
December/2024	\$0	\$0	\$0	\$0	\$0
January/2025	\$0	\$0	\$0	\$0	\$0
February/2025	\$0	\$0	\$0	\$0	\$0
March/2025	\$0	\$0	\$0	\$0	\$0
April/2025	\$0	\$0	\$0	\$0	\$0
May/2025	\$0	\$0	\$0	\$0	\$0
June/2025	\$0	\$0	\$0	\$0	\$0
Sub Total	\$ 86,565.92	\$ 206,002.33	\$0	\$0	\$ 292,568.25

*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

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 12, 2024

SUBMITTED BY: Cassandra Henry, Administration

ITEM TYPE: Departmental Reports

AGENDA SECTION: DEPARTMENTAL REPORTS

SUBJECT: **Communication Monthly Report - July 2024**

SUGGESTED ACTION:

ATTACHMENTS:
[City of Woodstock Communications Report July 2024.pdf](#)

Key Projects Completed

- City Hall Annex Lobby: Branded redesign completed.
- Employee Intranet: Successfully launched.

Media Coverage

- Cherokee Tribune:
 - Woodstock's Hub Transformation Named Project of Excellence
 - Artists Sought to Paint Murals in Woodstock's New Parking Deck
 - Woodstock's Independence Day Parade
 - Woodstock Selects Construction Manager for New Fire Station
 - Property Taxes Could Be Going Up in Woodstock. What We Know
 - Applications Open for Woodstock Citizens Public Safety Academy
- Fox 5 Atlanta: Are you 'Fit for Duty?' Woodstock officers invite public to workout with them
- 95.5 WSB: Woodstock announces proposed increase of property tax, citizens invited to city council meeting
- The Georgia Sun: Woodstock Proposes Property Tax Hike: What You Need to Know
- GPB: Taxpayer dollars at work: Tax breaks for disabled people, fire safety, lowering prescription costs
- Patch: Fireworks Near Me: GA July 4th 2024 Events
- WSB-TV: July 4th around Atlanta: 32 cities, spots to see fireworks in 2024
- Atlanta News First: Fourth of July events and fireworks shows across metro Atlanta | Full List
- Axios Atlanta: July 4th events, fireworks around metro Atlanta
- Hoodline:
 - Woodstock, Georgia Residents Brace for Proposed Property Tax Increase, Public Hearings Scheduled
 - Woodstock's July 4th Spectacular, Freedom Run, Parade, Festival, and Fireworks on Independence Day

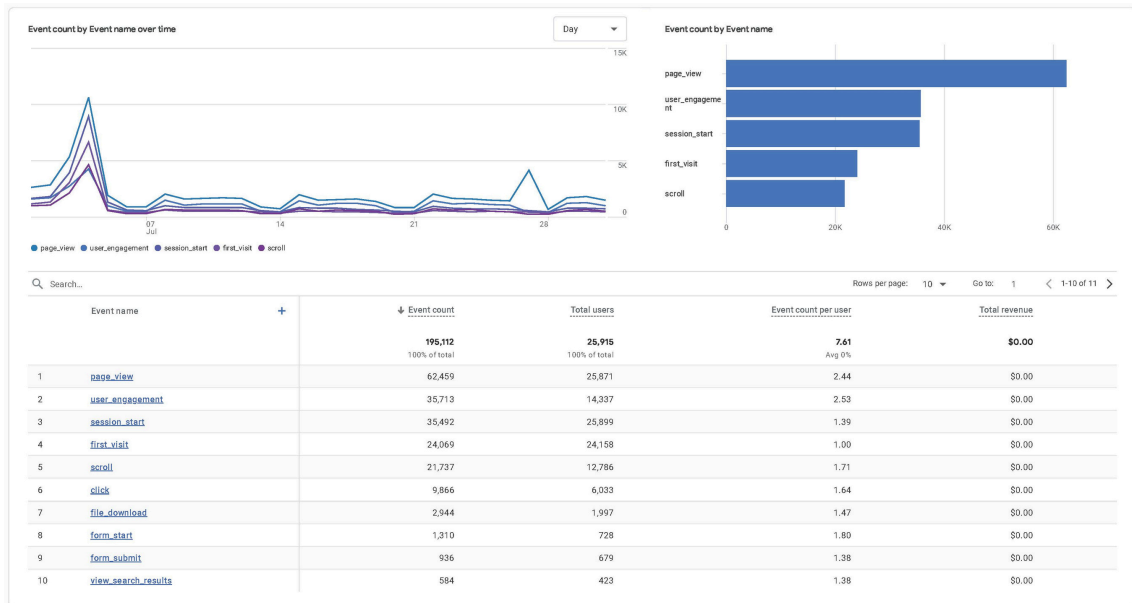
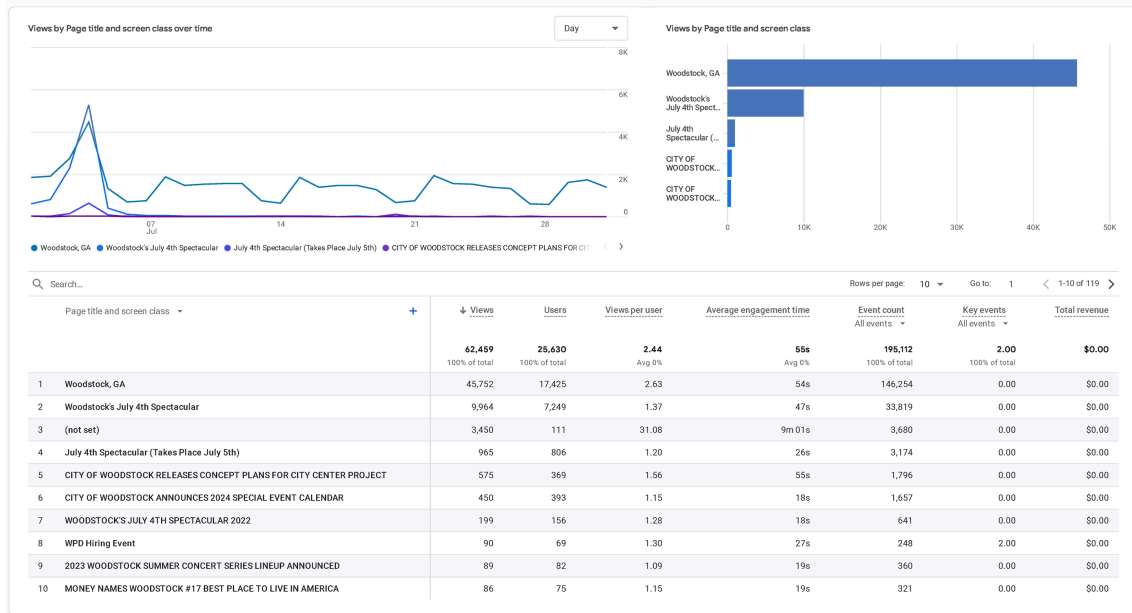
Press Releases

- 7/3/2024: Centenarian and WWII Veteran Russell Vaudrey to Serve as Grand Marshal of Woodstock's Independence Day Parade.
- 7/31/2024: City of Woodstock Issues Notice of Proposed Property Tax Increase.

Communication Channels

City of Woodstock Website

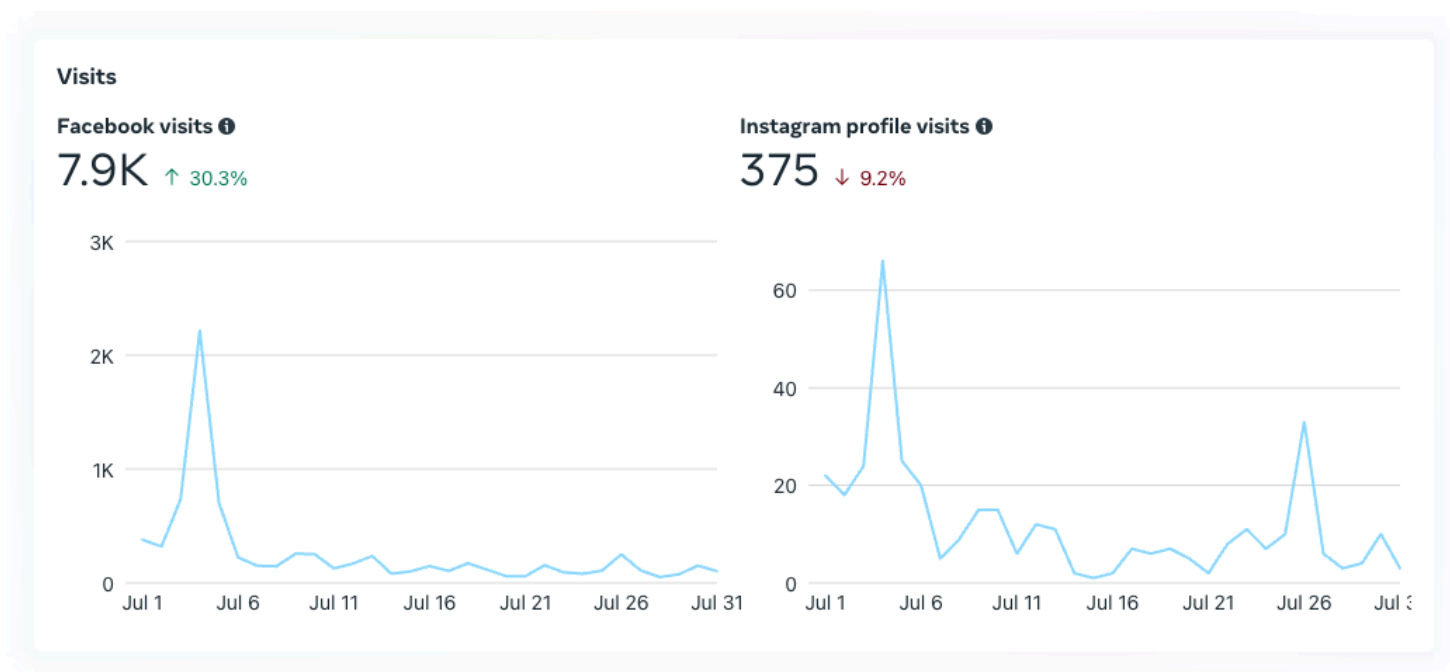
- Users: 25,630
- Average Engagement: 55 seconds
- Top Pages: Parks and Recreation, July 4th landing page, July 4th news article
- Notable Metrics: 62K page views, 2,944 file downloads.



City of Woodstock Meta

- Facebook:
 - Visits: 8K (↑ 30%)
 - Followers: 200+ new followers
 - Reach: Declined due to increased content and News Feed algorithm changes.

- Instagram:
 - Visits: Decreased by 9%
 - Followers: 77 new followers



City of Woodstock YouTube

- Views: 800+
- Watch Time: 10.9 hours

Concert Series Website

- Visitors: 12K
- New Visitors: 85%

Traffic Overview

Track your site's traffic trends and get to know your visitors. [Learn more](#)



Subscribe

Ask Analytics AI

Previous month (Jul 1 - Jul 31, 2024) compared to previous period (May 31 - Jun 30, 2024)

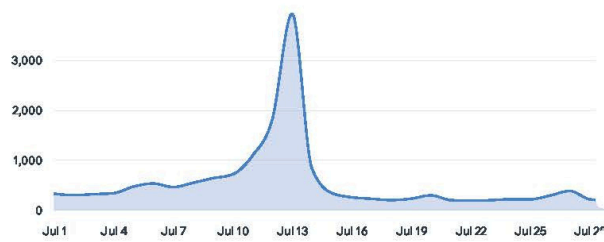
Site sessions
16,241 ↓ 20%

Unique visitors
12,058 ↓ 27%

Sessions by source and category

Google (Organic search)	↓ 16%	9,937
Direct	↓ 16%	3,946
Facebook (Organic social)	↓ 46%	1,147
Wordpress		258
Bing		221

Sessions over time



See Full Report

Avg. sessions by day



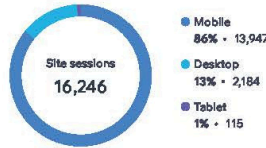
See Full Report

New vs returning visitors



See Full Report

Sessions by device



See Full Report

Traffic Insights

Your site is most popular on Saturday, 5:00 PM.

Concert Series Meta

- Facebook and Instagram Reach: Increased
- Facebook Followers: 120 new followers
- Instagram Followers: 46 new followers

Reach

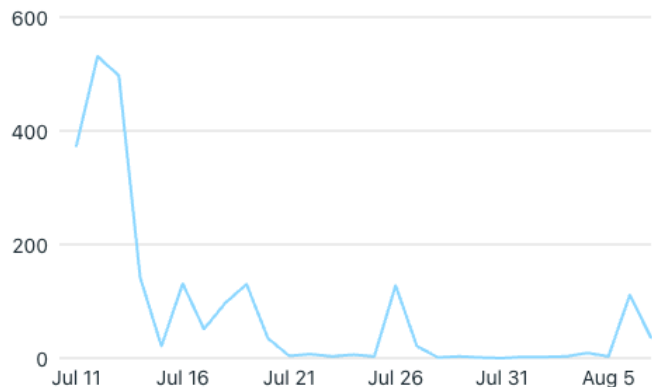
Facebook reach ⓘ

26.2K ↑ 292%



Instagram reach ⓘ

1.2K ↑ 60%



Social Media Performance

- Strong engagement across Facebook, Instagram, X, and YouTube.
- Predominantly positive sentiment in incoming communications.

City of Woodstock, GA

Social Media Activity Comparison
Mon Jul 01, 2024 - Wed Jul 31, 2024



Summary

The table below displays a summary of new communications sent and received. Records are considered outgoing if they represent communications sent by the account, and are considered incoming if they represent communications received by the account. Click on the total activity to view a breakdown by content type.

Account	Total Activity	Outgoing Activity	Incoming Activity	Incoming Percentage
City of Woodstock, GA	428	228	200	46.7%
Woodstock Fire Department, GA	255	153	102	40.0%
Woodstock Parks and Recreation	213	144	69	32.4%
Woodstock Police, GA	186	67	119	64.0%
Woodstock Summer Concert Series	72	40	32	44.4%
woodstockgagov	46	31	15	32.6%
woodstockparksrec	39	37	2	5.1%
woodstock_police	34	20	14	41.2%
woodstockgafire	31	30	1	3.2%
William G. Long Senior Center	31	25	6	19.4%
@woodstockgagov	17	8	9	52.9%
@WoodstockPD	12	0	12	100.0%
woodstockconcertseries	8	7	1	12.5%
City of Woodstock, Georgia	4	2	2	50.0%

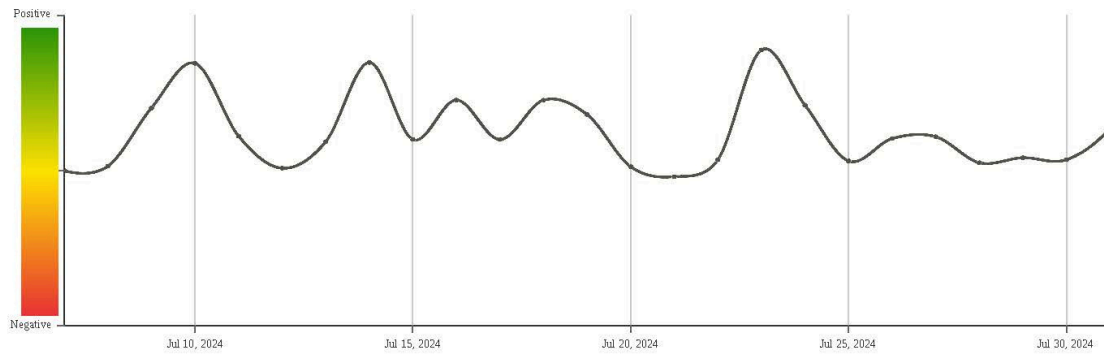
City of Woodstock, GA

General Sentiment Trend
Sun Jun 30, 2024 - Wed Jul 31, 2024



Summary

The trend chart below depicts the general sentiment of your audience over time. Hover over a date in order to view the average sentiment rating on that date. Additionally, search for the actual records that contributed to the rating by clicking the search icon.



Report prepared by Stacy Brown, Marketing and Communications Manager, on August 8, 2024.