



**City of Roswell
Meeting Agenda
Mayor and Council
Regular Meeting**

**Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells**

Monday, December 9, 2024

7:00 PM

City Hall - Council Chambers

Welcome

Invocation/Moment of Silence - Rabbi Chaim Schwartz, Chabad of Downtown Roswell

Pledge of Allegiance - United States Navy Lieutenant Commander Larry Flowers

Mayor's Report

- 1. Reading of a Proclamation for the “Esteemed Veteran of Roswell” Award to United States Navy Lieutenant Commander Larry Flowers.**
- 2. Upcoming Events in the City of Roswell.**

Consent Agenda

- 1. Approval of the November 25, 2024 Mayor and Council Meeting Minutes.**
Mayor and Council
- 2. Approval of a Resolution of the City of Roswell, Georgia authorizing participation in an Amicus Brief in the Chang V. City of Milton appeal.**
Administration
- 3. Conditional Use #20245024 for Massage Establishment - 875 Mansell Road.**
Community Development
- 4. Approval of a Resolution to Submit the City's Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD).**
Finance

5. **Approval to add the City of Johns Creek Police Department to the current North Fulton SWAT Team Memorandum of Understanding (MOU).**
Police
6. **Approval for the Mayor and/or City Administrator to authorize execution of an Intergovernmental Agreement and Waiver of Conflict with the City of Milton to resurface Ebenezer Road**
Transportation
7. **Approval of a Resolution to submit a Local Maintenance & Improvement Grant (LMIG) project list for FY2025 to the Georgia Department of Transportation (GDOT), and accept the LMIG funding with a Budget Amendment in the amount of \$1,014,741.66 to set up the grant.**
Transportation

Regular Agenda

Administration - Liaison Councilmember Christine Hall

1. **Approval of a Resolution pertaining to a city owned property located at Bowen Road and Highway 92.**
Presented by David Davidson, Attorney
2. **Approval of a Letter of Intent (LOI) pertaining to a development project on Hill Street.**
Presented by Jeffrey Leatherman, Deputy City Administrator
3. **Approval of a Resolution authorizing the Mayor and/or City Administrator with the City Attorney to close on the purchase of property at 1080 Holcomb Bridge Road with approval of a Master Lease and Management Agreement regarding same and budget amendment BA31532101-11-25-24.**
Presented by David Davidson, Attorney

Finance Department - Liaison Councilmember Christine Hall

Department Head - Chief Financial Officer Bill Godshall

4. **Approval of the FY 2025 Budget for the City of Roswell, Georgia in the amount of \$197,025,114. (Second Reading)**
Presented by Bill Godshall, Chief Financial Officer
5. **Approval of a Resolution Adjusting Fees for the Fiscal Year 2025.**
Presented by Lynn Williams, Budget Manager
6. **Approval of a Resolution to adopt the FY 2024 6-Month End of Year Budget Amendment and adopt all budget amendments for FY 2024 6-month.**
Presented by Lynn Williams, Budget Manager

Public Safety Department - Liaison Councilmember Sarah Beeson

Department Heads - Fire Chief Joe Pennino and Police Chief James Conroy

7. Fire Response Analysis presentation.

Presented by Joe Pennino, Fire Chief

8. Approval to award a contract with Temple, Inc. for traffic preemption in an amount not to exceed \$733,535.20 and Budget Amendment 35035101-12-09-24 in the amount of \$281,580.

Presented by Brian Watson, Director of Environmental/Public Works

9. Approval to award a Task Order to Hussey Gay Bell for the design of Fire Station #27 in an amount not to exceed \$540,198.

Presented by Brian Watson, Director of Environmental/Public Works

Community Development Department - Liaison Councilmember William Morthland

Department Head Michelle Alexander

10. Cell Tower - 11675 Wills Road. (The applicant is requesting deferral to a future meeting.)

Presented by Jackie Deibel, Deputy Director of Community Development

11. RC 20235097 - Old Riverside Road - Metropolitan River Protection Act.

Presented by Jeannie Peyton, Planning and Zoning Director

City Attorney's Report**12. Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.****Adjournment**

If you would like to address Mayor and Council on an Agenda Item, please fill out a Comment Card and place the completed card in the designated receptacle. On any single agenda item, speakers will be allotted a maximum of five minutes each. Exemptions to the time limit are zoning applicants, appeals and semi-judicial matters before Mayor and Council.

The City of Roswell strives to provide a positive experience for those visiting city facilities and promotes an environment of personal safety and security – free from intimidation, threats or violent acts. All are expected to exhibit common courtesy, civility, and respect for others. Violations may result in the violator being removed from the premises.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9563

MEETING DATE: December 9, 2024

DEPARTMENT: Mayor's Report

ITEM TYPE: Proclamation - Mayor's Report

Reading of a Proclamation for the “Esteemed Veteran of Roswell” Award to United States Navy Lieutenant Commander Larry Flowers.

Item Summary:

This Proclamation celebrates United States Navy Lieutenant Commander Larry Flowers' service to our great community of Roswell, to fellow service members and to our Country.

Presented by:

Mayor Kurt M. Wilson

LIEUTENANT COMMANDER LARRY FLOWERS ESTEEMED VETERAN



- WHEREAS,** Lieutenant Commander Larry Flowers honorably served in the United States Navy for over 25 years, enlisting in August 1982 at the age of 18; and
- WHEREAS,** Lieutenant Commander Flowers completed basic training in Orlando, Florida, followed by advanced schooling in San Diego, California, where he graduated at the top of his class, and later went on to complete the military senior enlisted academy (SEA) for leadership development. Upon the completion of those requirements and his Bachelor of Business Degree, he received his commission as a Navy Officer; and
- WHEREAS,** Lieutenant Commander Flowers initially entered the Navy to serve as a finance officer but was selected on September 26, 1985, for the prestigious Chief of Naval Operations (CNO) Special Projects, earning a Top Secret Tier 5 Clearance and completing advanced Phase III training at Fort Bragg, North Carolina, and in California; and
- WHEREAS,** Lieutenant Commander Flowers extraordinary career included numerous commendations, reflecting his dedication and achievements, including: Seventh Fleet Special Projects Sailor of the Year in 1988, six Navy Good Conduct Medals, three Joint Service Commendation Medals, five Navy and Marine Corps Commendation Medals, seven Navy and Marine Achievement Medals, the Unit Legion of Merit Medal, four Humanitarian Service Medals for operations in the Persian Gulf and Indian Ocean, the Navy Rifle Sharpshooter Ribbon and Expert in Pistol Ribbon and numerous other efficiency awards, letters of commendation, and appreciation; and
- WHEREAS,** during his distinguished service, Lieutenant Commander Flowers worked in highly classified military black operations, demonstrating his unwavering dedication to national security and the safety of his fellow citizens; and
- WHEREAS,** after his retirement in 2007 with the rank of Lieutenant Commander, Lieutenant Commander Flowers continues to serve his community through active membership in the American Legion Post 201 in Alpharetta, Georgia, and Louise United Methodist Church, where his leadership and dedication inspire others;

NOW THEREFORE, I, Kurt M. Wilson, Mayor of the City of Roswell, do hereby name Lieutenant Commander Larry Flowers, an Esteemed Veteran of Roswell, and call upon all our citizens to recognize his outstanding service to our Country and our community and that there is no higher calling than those who serve in the Armed Forces.

In witness whereof, I have hereunto set my hand and seal this 9th day of December, 2024.

MAYOR KURT M. WILSON



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9564

MEETING DATE: December 9, 2024

DEPARTMENT: Mayor's Report

ITEM TYPE: Events

Upcoming Events in the City of Roswell.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9565

MEETING DATE: December 9, 2024

DEPARTMENT: Mayor and Council

ITEM TYPE: Minutes

Approval of the November 25, 2024 Mayor and Council Meeting Minutes.

Item Summary:

Approval of the November 25, 2024 Mayor and Council Meeting Minutes.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Presented by:

N/A



**City of Roswell
Meeting Minutes
Mayor and Council
Regular Meeting**

**Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells**

Monday, November 25, 2024	7:00 PM	City Hall - Council Chambers
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Welcome

Mayor Kurt Wilson: Present, Councilmember Sarah Beeson: Present, Councilmember Christine Hall: Present, Councilmember G. Lee Hills: Present, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

Invocation/Moment of Silence - Randy Hecht, Roswell Police Department Chaplain

Pledge of Allegiance - United States Navy Coast Guard Petty Officer Phillip Johnson

Mayor's Report

- 1. Reading of a Proclamation for the "Esteemed Veteran of Roswell" Award to United States Army Major John Johnson.**

This Proclamation celebrates United States Army Major John Johnson's service to our great community of Roswell, to fellow service members and to our Country.

RESULT: PROCLAMATION READ

- 2. Upcoming Events in the City of Roswell.**

Roswell365.com

Visit **Roswell365.com** for information on events in the City of Roswell. This is a community calendar for events hosted by the City, local non-profits, businesses, civic groups, and religious organizations hosting community events in Roswell.

ROSWELL CHRISTKINDLMARKET TREE LIGHTING

Bulloch Hall / Friday November 29, 2024 / 7:00pm. Explore the Christkindlmarket on the front lawn of Bulloch Hall, where you can enjoy holiday vendors, authentic food and drinks, a biergarten, crafts, activities, a children's train, and beautiful European-style holiday decorations-all for free!

RUNNING OF THE TURKEYS 5K

43 Magnolia St / Saturday, November 30, 2024 / 08:00 am. The Running of the Turkeys 5k is the new City of Roswell Thanksgiving Day tradition!! Participate LIVE or VIRTUALLY! Come earn your turkey with us as we run down Canton Street in Downtown Roswell and support Friends Of Roswell Police. The Friends of Roswell Police raises money to support local families and seniors in need for the holidays and throughout the year.

MIMOSA HALL HOLIDAY OPEN HOUSE

Mimosa Hall / Friday, December 6, 2024 / 4:00 pm - 7:00 pm. Friends of Mimosa Hall & Gardens has invited Santa Andre for story time, refreshments, and mini photo sessions. Families will also enjoy making decorative seasonal crafts to take home and learn about other holiday traditions around the world. This is a perfect evening to get in the holiday season! Doors open at 4:00 p.m. Event is free and open to the public.

ROSWELL'S ANNUAL LIGHTING OF THE CHRISTMAS TREE

Heart of Roswell Park, Roswell GA / December 6, 2024 / 6:00 pm - 8:00 pm. This event will include choral performances, hot chocolate, fire pits and s'mores, a special reading of 'Twas the Night Before Christmas by Mayor Kurt Wilson, a visit from Santa Claus, and the culminating event: the lighting of a 40-foot Christmas tree at the center of Heart of Roswell park.

DECK THE SQUARE

Town Square / December 6, 2024 - January 2, 2025 / All day. Indulge in the spirit of the holidays by checking out Deck the Square, a display of 50 community-decorated Christmas Trees.

*****Budget Discussion*****

This item was added to the Mayor's Report. Mayor Wilson stated that a Special Called Mayor and Council meeting is scheduled for November 26, 2024 at 7:00 PM to consider the Second Reading of the Proposed FY 2025 Budget. In order to provide time for the new Chief Financial Officer (CFO) Bill Godshall to review the budget and provide feedback, Mayor Wilson requested a deferral of the Second Reading of the budget to the regularly scheduled Mayor and Council meeting on Monday, December 9, 2024 and cancellation of the Special Called Mayor and Council meeting that was to take place on November 26, 2024.

Motion to:

Cancel the Special Called Mayor and Council meeting of November 26, 2024 and Defer both agenda items to the regularly scheduled Mayor and Council meeting on December 9, 2024:

Agenda Item #1: Approval of the FY 2025 Budget for the City of Roswell, Georgia in the amount of \$197,025,114. (Second Reading)

Agenda Item #2: Approval of a Resolution Adjusting Fees for the Fiscal Year 2025.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Christine Hall, Councilmember
SECONDER:	Sarah Beeson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

***** Mayor Wilson introduced the C-Suite team; City Administrator Randy Knighton, Chief Legal Officer (CLO) David Davidson, Chief Operating Officer (COO) Don Stephens and new Chief Financial Officer (CFO) Bill Godshall.**

Consent Agenda

RESULT:	CONSENT AGENDA APPROVED [UNANIMOUS]
MOVER:	David Johnson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

1. **Approval of the November 12, 2024 Mayor and Council Meeting Minutes, November 14, 2024 Special Called Mayor and Council Meeting Minutes, and November 18, 2024 Special Called Mayor and Council Meeting Minutes.**
Mayor and Council
2. **Approval for the Mayor or City Administrator to sign a task order with Chatfield Contracting Inc. for the Ramsdale Drive Stormwater Construction Project in an amount not to exceed \$244,748.**
Environmental/Public Works
3. **Approval to award a contract for the construction of a radio tower, relocate existing equipment to the new 911 center, and Budget Amendment 31532101-11-25-24 in the amount of \$805,059.72.**
Police
4. **Approval to implement the Carbyne APEX 911 phone system in the new 911 center and Budget Amendment 31532101-11-25-24 in the amount of \$247,687.20.**
Police
5. **Approval to upgrade to an ESInet digital IP Delivery System for 911 calls in the new 911 center and Budget Amendment 31532101-11-25-24 in the amount of \$21,336.48.**
Police
6. **Approval to enter into a Memorandum of Understanding (MOU) with the Georgia Department of Labor establishing framework governing responsibilities of parties when Unemployment Insurance (UI) wage information and records are requested by the Roswell Police Department.**
Police

Regular Agenda**Community Development Department - Liaison Councilmember William Morthland**

Department Head Michelle Alexander

1. **Small tract status and concurrent variance for 10901 Crabapple Road. (THE APPLICANT IS REQUESTING DEFERRAL OF THE SMALL TRACT STATUS APPLICATION)**

RESULT:	DEFERRED TO FUTURE COUNCIL MTG [UNANIMOUS]
MOVER:	William Morthland, Councilmember
SECONDER:	G. Lee Hills, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

2. **Text and Map Amendment to the Unified Development Code for the Hill Street Overlay. (First Reading) -- TO BE DEFERRED TO FUTURE MAYOR AND COUNCIL HEARING.**

RESULT:	DEFERRED TO FUTURE COUNCIL MTG [UNANIMOUS]
MOVER:	William Morthland, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

Economic Development Department - Liaison Councilmember William Morthland

Department Head Darryl Connelly

3. **Approval of a Resolution to adopt a Redevelopment Plan and Establish Tax Allocation District (TAD) #1 known as the Roswell East-West Connection TAD with Council as Redevelopment Agency.**

Resolution No. 2024-10-40

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William Morthland, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

City Attorney's Report

4. **Approval of a Resolution to authorize the Mayor and/or City Administrator with the City Attorney to execute all necessary documents to close on the property at 1028 Green Street.**

Motion to approve a Resolution authorizing the Mayor and/or City Administrator with the City Attorney to execute all necessary documents to close on the property at 1028 Green Street with the contingency of a clear environmental report.

Resolution No. 2024-10-41

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Christine Hall, Councilmember
SECONDER:	G. Lee Hills, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland, Sells

5. **Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.**

RESULT:	NO CLOSURE
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Adjournment

The meeting was adjourned at 7:58 PM.

**City of Roswell****Mayor and Council****AGENDA ITEM REPORT****ID # - 9540****MEETING DATE:** December 9, 2024**DEPARTMENT:** Administration**ITEM TYPE:** Resolution

Approval of a Resolution of the City of Roswell, Georgia authorizing participation in an Amicus Brief in the Chang V. City of Milton appeal.

Item Summary:

Approval of a Resolution of the City of Roswell authorizing participation in an Amicus Brief in the *Chang V. City of Milton* appeal.

Committee or Staff Recommendation:

On November 26, 2024, the Committees of Council recommended placing this Item on the December 9, 2024 Mayor and Council Agenda.

Financial Impact:

N/A

Recommended Motion:

Motion to approve a Resolution of the City of Roswell, Georgia authorizing participation in an Amicus Brief in the *Chang V. City of Milton* appeal.

Presented by:

RESOLUTION OF THE CITY OF ROSWELL, GEORGIA (the “CITY”) AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN THE CHANG V. CITY OF MILTON APPEAL

WHEREAS, there is presently pending before the Court of Appeals and/or Supreme Court of Georgia an appeal of a civil lawsuit that, at the trial court level, was referred to as Chang, et. al. v. City of Milton, State Court of Fulton County, Case No. 18EV004442;

WHEREAS, the case involves a claim of liability against the City of Milton for personal injuries due to a 2016 vehicle collision with a fixed obstruction (a masonry planter) located on City-owned right of way where the obstruction was outside the motoring lanes of travel;

WHEREAS, the masonry planter had been at the same location since 1992 and had never been the subject of a complaint or prior accident;

WHEREAS, at the trial court, the City of Milton was found to be partially at fault and a jury awarded money damages against the City of Milton of \$35,000,000;

WHEREAS, the Court of Appeals affirmed the findings of the trial court, City of Milton v. Chang, et. al., 2024 WL 4195584 (Chang appellate ruling);

WHEREAS, the Court of Appeals ruled that the “*planter...was a hazard for vehicles leaving the travel lanes*” and that its presence “*renders the use of these thoroughfares more hazardous*”;

WHEREAS, the CITY is concerned by the Court of Appeals decision finding that a municipality may be liable for fixed obstructions located outside the motoring lanes of travel where the obstruction had never been the subject of a prior collision or complaint;

WHEREAS, the CITY believes the Court of Appeals decision is inconsistent with existing legal precedent and should be overturned; and,

WHEREAS, the CITY believes the financial implications of the Court of Appeals decision could be devastating for Georgia municipalities.

NOW THEREFORE BE IT RESOLVED, that the CITY does hereby authorize participation in an amicus brief before the Georgia Supreme Court asking that the Chang appellate ruling be taken by the Supreme Court and reversed. An amicus brief so tendered may include the City’s name as a participating party.

This _____, day of _____, 2024.

Attest: _____
Nancy Long, City Clerk
[SEAL]

Kurt M. Wilson
Mayor, City of Roswell, Georgia

Attachment: Resolution supporting Milton Amicus brief (Support to the City of Milton - Amicus Brief)

**City of Roswell****Mayor and Council****AGENDA ITEM REPORT****ID # - 9562**

MEETING DATE: December 9, 2024

DEPARTMENT: Community Development

ITEM TYPE: Conditional Use

Conditional Use #20245024 for Massage Establishment - 875 Mansell Road.**Item Summary:**

The applicant, Judy van Heiningen of Face & Wellness, is requesting a conditional use for massage located at 875 Mansell Road.

Committee or Staff Recommendation:

The Community Development Department recommends approval of the request.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the conditional use request for massage for Judy van Heiningen of Face & Wellness, located at 875 Mansell Road.

Presented by:

N/A



To: Mayor and City Council
From: Jeannie Peyton, Planning & Zoning Director
Date: December 2, 2024
Subject: Massage Establishment, 875 Mansell Road Suite F

Judy Van Heiningen, the owner of Spa Rivian dba Face & Wellness, is requesting a conditional use for a massage establishment to do massage therapy. The Police Department has approved this request.

Staff recommends approval of this request.

Attachment: Staff memo_875 Mansell Road (CUP for Massage--875 Mansell Road)



From: [Massage](#)
To: [Face Wellness](#); [Planning & Zoning](#)
Subject: Massage Establishment License
Date: Friday, November 1, 2024 8:07:07 AM

Hi Judy Van Heinigen – 875 Mansell Rd #F Roswell, GA 30076 – Face & Wellness,

Your application has been approved through the first phase of the process. Please call Planning & Zoning to set up an appointment to start the Conditional Use Application.

Planning & Zoning
38 Hill Street G30
Roswell, GA 30075
770-641-3780

Have A Great Day!



Jennifer Nichols
Administrative Specialist II
Roswell Police Department
39 Hill Street Roswell, GA 30075
Telephone: 770-640-4485
www.roswellgov.com

APPLICATION INTAKE

In Person: 9:00 am – 3:30 pm

By Email: planningandzoning@roswellgov.com

RECEIVED

NOV 04 2024

COMM DEV-ROSWELL

Before submitting an application, you must schedule a pre-application conference with the Community Development Department discuss the procedures, standards and regulations required for approval.

To request a meeting email planningandzoning@roswellgov.com or call 770-817-6720.

TYPE PROJECT APPLICANT REPRESENTATIVE	CU #: <u>20245024</u>					
	UDC ZONING APPLICATION FOR LICENSED MASSAGE ESTABLISHMENT					
	TYPE OF REQUEST:					
	☒ Conditional Use	Present Zoning	<u>Commercial Mixed Use</u>			
	Proposed Use	<u>Massage</u>				
	PROJECT <u>Spa River dba Face & Wellness</u> Name of Project <u>875 Mansell Road</u> <u>F</u> <u>Roswell GA</u> <u>30076</u> Property Address/Location Suite/Apt. # City State Zip Code Land Lot District Section Property ID					
	APPLICANT/OWNER <u>Judy van Heiningen</u> Applicant <u>Spa River dba Face & Wellness</u> Company <u>2015 Monroe Drive</u> <u>Alpharetta GA</u> <u>30004</u> Mailing Address Suite/Apt. # City State Zip Code <u>404.395.1335</u> <u>faceandwellness@yahoo.com</u> Phone Cell Phone Fax Phone E-mail					
	REPRESENTATIVE <u>Judy van Heiningen</u> Contact Name and Company (Owner's Agent or Attorney) <u>2015 Monroe Drive</u> <u>Alpharetta GA</u> <u>30004</u> Contact Mailing Address Suite/Apt. # City State Zip Code <u>404.395.1335</u> <u>faceandwellness@yahoo.com</u> Phone Cell Phone Fax Phone E-mail					
	I hereby certify that all information provided herein is true and correct <u>[Signature]</u> Date: <u>10 / 31 / 24</u> Applicant Signature: Property Owner or Owner's Representative					
	OFFICE USE Fee: \$ _____ ☐ Cash ☐ Check # _____ ☐ CC - Visa/ MC Date: _____ / _____ / _____ ☐ Approved ☐ Denied By: _____ Date: _____ / _____ / _____					

Attachment: Application (CUP for Massage--875 Mansell Road)



Conditional Use Questions

1. The use is allowed as a conditional use in the respective zoning district (see Articles 3 through 7).

Yes

yes

2. The use complies with the applicable specific use standard listed in Article 9, if any, without the granting of any variance.

Yes

yes

3. The use is compatible with adjacent uses in terms of location, scale, site design, hours of operation, and operating characteristics.

Yes

yes

4. Any adverse impacts resulting from the proposed use in the affected area will be effectively mitigated or offset.

Yes

yes

5. The City and other service providers will be able to provide sufficient public facilities and services including schools, roads, recreation facilities, wastewater treatment, water supply and stormwater facilities, police, fire and emergency medical services, while maintaining sufficient levels of service to existing development.

Yes

yes

Attachment: Application (CUP for Massage--875 Mansell Road)



Campaign Disclosure Ordinance

Please read the law and complete the **Campaign Disclosure Statement** on the following page if you are requesting a **Rezoning, Concurrent Variance, or Conditional Use**.

GA Citation/Title

GA Code 36-67A-3, Disclosure of campaign contributions

*38069 Code, 36-67A-3

CODE OF GEORGIA TITLE 36. LOCAL GOVERNMENT PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS (Current through 2000 General Assembly)

36-67A-3 Disclosure of campaign contributions.

- a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - 1) The name and official position of the local government official to whom the campaign contribution was made; and
 - 2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority respective local government showing:
 - 1) The name and official position of the local government official to whom the campaign contribution was made; and
 - 2) The dollar amount and description of each campaign contribution made by the opponent to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government of any of its agencies on the rezoning application.

(Code 1981, 36-67A-3, enacted by Ga. L. 1986, p. 1269, 1; Ga. L. 1991, p. 1365, 1; Ga. L. 1993, p. 91, 36.)

Official Code of Georgia Annotated Copyright 1982 - 2000 State of Georgia.

Attachment: Application (CUP for Massage--875 Mansell Road)

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the City of Roswell City Council or a member of the City of Roswell Planning Commission?

 NO

Street Address, City, State, Zip



CHECKLIST

CONDITIONAL USE FOR LICENSED MASSAGE ESTABLISHMENT

Zoning: Existing CX Requested N/A Location: 875 Mansell Rd
 LL: 505 Acres 2.208 District 12

Completed application form:

☒ Conditional Use

One (1) original application including signed and notarized signature of property owner, plus copies of all materials and information as specified in this checklist is required. Zoning application requirements are covered in Article 13 of the *Roswell Unified Development Code*.

Surveys/Plans: Three sets of 11 x 17 plans. Plans should be folded, not rolled.

Flash drive or CD with each item as a separate PDF.

☒ Application fee(s) payable to the City of Roswell; see Fee Schedule from Roswellgov.com

☒ Written analysis of how the proposed action compares to the decision criteria specified for deciding on the subject type of application. See Analysis Requirements questions in the Zoning application. Complete Concurrent Variance Justification, if required, for Concurrent Variance.

☒ Signed Applicant Campaign Disclosure Statement;

☒ Letter of intent describing the proposed use of the property or other action requested;

☒ Documentation that indicates the City of Roswell Police Department has reviewed the application and that all requirements have been met in order to be able to proceed with the Conditional Use request.

Interior/layout plans of tenant space showing ALL of the following:

☒ Label each room/space as to the use

☒ Show all ingress and egress to the tenant space

Attachment: Application (CUP for Massage--875 Mansell Road)

Application Signature Page

Please complete this **Property Owner Signature Page** for ALL applications. **READ CAREFULLY BEFORE SIGNING.**

- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the Unified Development Code) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning or signage request. I agree to arrange sign permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.
- I have read the provisions of the Georgia Code Section 36-67A-3 as required regarding Campaign Disclosures. My signed Campaign Disclosure Statement is included with this Application (required for rezoning only).
- I understand that due to a sewer allocation system controlled by Fulton County, sewerage capacity may not be available. I agree to arrange sewer service separately from this application. The method of sewage disposal that is planned for this property is:

Check one:
☒ Sanitary Sewer
☐ Septic Tank

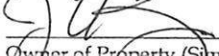
I respectfully petition that this property be considered as described in this application

From Use District: _____ To Use District: _____

Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be considered accordingly. Additionally, applicant further acknowledges and fully understands all above statements made by the City of Roswell.

APPLICANT SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

I hereby certify that all information provided herein is true and correct.

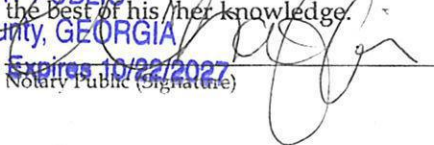

 Owner of Property (Signature) Tenant
2015 Monroe Drive Alpharetta GA 30004
 Street Address, City, State, Zip

11, 01, 2024
 Date
404.395.1335
 Phone

NOTARY

Personally appeared before me the above Owner named Judith VanHeiningen who on oath says that he/she is the Applicant for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Veronica Chalm
 NOTARY PUBLIC
 DeKalb County, GEORGIA
 My Commission Expires 10/22/2027


 Notary Public (Signature)

11, 4, 24
 Date

10, 22, 27
 Date Commission Expires

ATTORNEY/ AGENT (IF APPLICABLE)

 Attorney/ Agent (Signature)

 Street Address, City, State, Zip

 Date

 Phone

Roswell Planning & Zoning Ordinance - Chapter 11 - 11.01.01 - 11.01.02
 Planning & Zoning Ordinance - Chapter 11 - 11.01.01 - 11.01.02
 Page 5

Attachment: Application (CUP for Massage--875 Mansell Road)



Planning & Zoning Director Acceptance Stamp

☒ Conditional Use

Attachment: Application (CUP for Massage--875 Mansell Road)



****ALL APPLICATIONS MUST BE REVIEWED AND APPROVED BY ALL CITY DEPARTMENTS BEFORE BEING ADVERTISED AND PLACED ON AN AGENDA ****

After an application has been reviewed and approved by all city departments, a certified letter confirming meeting dates will be sent to the applicant.

- Mayor and City Council meetings take place on the 2nd and 4th Monday of each month at 7:00 PM in Roswell City Hall Council Chambers- 38 Hill Street Roswell, GA 30075

2024 Mayor and City Council Meetings

Monday, January 8, 2024
Monday, February 12, 2024
Monday, March 11, 2024
Monday, April 8, 2024
Monday, May 13, 2024
Monday, June 10, 2024
Monday, July 8, 2024
Monday, August 12, 2024
Monday, September 9, 2024
Tuesday, October 15, 2024
Tuesday, November 12, 2024 **Moved due to Veteran's Day** *
Monday, December 9, 2024 *

Attachment: Application (CUP for Massage--875 Mansell Road)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9482

MEETING DATE: December 9, 2024

DEPARTMENT: Finance

ITEM TYPE: Resolution

Approval of a Resolution to Submit the City's Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD).

Item Summary:

In April 2023, the Mayor and City Council pledged its support of the Roswell Housing Authority's (RHA) efforts to redevelop safe and sanitary affordable housing within the City of Roswell. To do this, the City agreed to leverage its annual Community Development Block Grant (CDBG) funds to apply for a Section 108 Loan through the U.S. Department of Housing and Urban Development (HUD). The loan funds would be used to supplement the RHA's Low-Income Housing Tax Credits (LIHTC) for its Phase I redevelopment of 199 Grove Way, formerly Pelfrey Pines Apartments.

The loan will be in the amount of \$2,039,000 and will be paid off in 7-10 years using the City's annual CDBG allocations starting with the FFY24 grant funds. As a requirement of the loan, the City must provide collateral valuing 125% of the total loan amount. The City presented collateral options at Committee Meetings in August and October 2024, and public comment periods were opened for public review of the draft loan documents. The final public comment period concluded on December 2, 2024, and the public feedback has been forwarded to Mayor and Council.

The Section 108 Loan Application is ready to be submitted to HUD. Once submitted, HUD estimates that it will take 45-60 days to receive approval. The RHA intends to close on its Phase I financing in April 2025 and begin construction in the summer.

Committee or Staff Recommendation:

On October 29, 2024, the Committees of Council recommended placing this Item on the December 9, 2024 Mayor and Council Agenda.

Financial Impact:

The Community Development Block Grant will be the funding used annually.

Agenda Item (ID # 9482)**Recommended Motion:**

Motion to approve a resolution to submit the Section 108 Loan Application to the U.S. Department of Housing and Urban Development.

Presented by:

Charles Alford, Grants Specialist

Section 108 Loan Revision

October 29, 2024



Section 108 Loan Application

- Borrow \$2,039,000 from HUD for RHA Redevelopment
 - Repay with annual CDBG funds over 7-8 years
 - Requires 125% collateral
 - RHA had initially agreed to use Myrtle Street Apartments
- RHA requested that the City reconsider the collateral arrangement at its monthly board meeting on August 13th, 2024

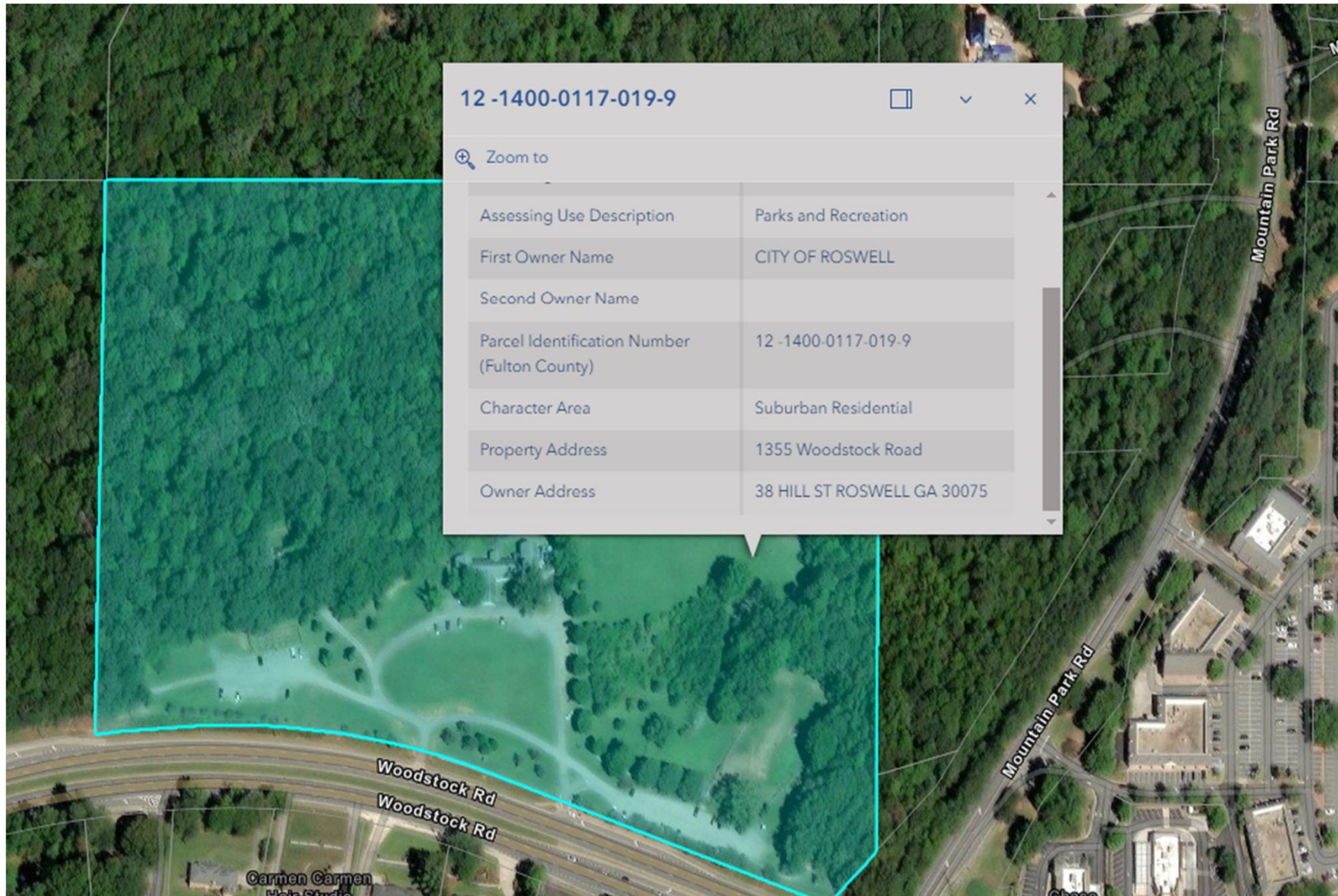


Section 108 Loan Application (continued)

- City staff met with Economic Development Team, which initially recommended the Terramont Property
 - 1596 Holcomb Bridge Road
 - PIN 12-253206620486
 - Public comment period concluded September 29th
 - Appraisal came back low
- City staff met with Economic Development Team in October and they have recommended an alternate property
 - 1355 Woodstock Road
 - PIN 12-140001170199
 - HUD confirmed collateral can be changed later



1355 Woodstock Road



Revised Timeline and Public Comment

- If the collateral is modified:
 - Staff will revise the draft
 - Open another 30-day public comment period
 - Comment period would conclude in early December
 - Resolution to submit loan application to December 9th M&CC
 - Submit loan application before 2025
- Loan approval process from HUD
 - Estimated 60 days to get funding commitment letter
 - RHA tax credit closing now anticipated in March-April 2025



STATE OF GEORGIA
COUNTY OF FULTON

December 9, 2024

**RESOLUTION TO SUBMIT A SECTION 108 LOAN APPLICATION TO THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, at the regular meeting of the Mayor and Council of Roswell, Georgia, held on the 9th day of December 2024, a motion was made and duly seconded that the City of Roswell, Georgia agrees to submit a Section 108 loan application to the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, the loan will be in the amount of \$2,039,000 for a period of 10 years.

WHEREAS, the loan funds will be granted to the Roswell Housing Authority (RHA) for its Phase I redevelopment of 199 Grove Way, formerly Pelfrey Pines Apartments.

WHEREAS, the loan will be repaid using a portion of the City's annual Community Development Block Grant (CDBG) allocations beginning in 2024.

WHEREAS, HUD requires a collateral pledge equal to 125% of the loan value, and the City pledges 1355 Woodstock Road to satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roswell that the Mayor of Roswell and/or the City Administrator are authorized to submit this application and any subsequent documents necessary to execute the loan documents, this the 9th day of December 2024.

Kurt M. Wilson, Mayor

Attest:

Nancy Long, City Clerk
(Seal)

Attachment: Resolution to Submit-Section 108 Loan Application (Resolution to Submit a Section 108 Loan Application)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9527

MEETING DATE: December 9, 2024

DEPARTMENT: Police

ITEM TYPE: Memorandum of Understanding

Approval to add the City of Johns Creek Police Department to the current North Fulton SWAT Team Memorandum of Understanding (MOU).

Item Summary:

Approval to add police officers and resource sharing from the Johns Creek Police Department into the current North Fulton SWAT Team, bringing more tactical resources to the City of Roswell for high-risk calls for service.

Committee or Staff Recommendation:

On November 26, 2024 the Administration and Finance and Recreation and Parks Community Development and Transportation Public Safety and Public Works Committee recommended placing this item on the December 9, 2024 Mayor and Council Agenda.

Financial Impact:

Adding the Johns Creek Police Department to the current North Fulton SWAT Team MOU will decrease the financial impact for the City of Roswell.

Sharing NEW cost share:

City of Roswell (34%)
City of Johns Creek (29%)
City of Alpharetta 23%)
City of Milton (14%)

Recommended Motion:

Motion to approve the addition of the City of Johns Creek Police Department to the current North Fulton SWAT Team Memorandum of Understanding.

Presented by:

James W. Conroy, Chief of Police

**ALPHARETTA POLICE DEPARTMENT
JOHNS CREEK POLICE DEPARTMENT
MILTON POLICE DEPARTMENT**

AND

**NORTH FULTON SWAT TEAM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the City of Alpharetta Police Department, City of Milton Police Department, City of Johns Creek, and the City of Roswell Police Department (the "Participating Agencies") to receive and extend assistance in the form of the Unified SWAT and Crisis Negotiation Team (the "North Fulton SWAT Team"), with related services and resources to one another when assistance is requested. The North Fulton SWAT

SECTION I - AUTHORITY

This MOU is effective as of the date of signature by the Chief Law Enforcement Officer of each Participating Agency and applies to all activities engaged in by the Participating Agency and shall continue in full force and effect until cancelled by one of the Participating Agencies in accordance with Section IX of this MOU. The designated representative identified below represents that he is authorized by his jurisdiction or Participating Agency to enter into this agreement on behalf of the Participating Agency.

SECTION II - PROVISIONS FOR OPERATIONS ASSISTANCE

The Participating Agencies hereby approve and enter into this MOU whereby each Participating Agency so represented may request and render North Fulton SWAT Team assistance to one another including but not limited to a large-scale extraordinary event, a prolonged operation, any operation with expansive dynamics, or when the operation requires North Fulton or related services and resources to one another.

SECTION 111- REQUEST FOR ASSISTANCE

The respective Participating Agency Chief of Police and/or designee shall have the authority to request or render North Fulton SWAT Team assistance.

In the event that a Participating Agency is in need of assistance as set forth above, it shall, through its proper chain of command, notify the North Fulton SWAT Team commander which may be contacted directly or through the Roswell or Alpharetta 911 Communications Center. In conjunction with the initiating Agency, the North Fulton SWAT Team commander shall evaluate the situation and his available resources and respond appropriately. The North Fulton SWAT Team commander will take steps to ensure all Participating Agency Chiefs of Police are immediately notified upon a North Fulton SWAT Team activation.

SECTION IV - COMMAND AND SUPERVISORY RESPONSIBILITY

Attachment: N Fulton SWAT MOU (Police - North Fulton SWAT MOU)

The North Fulton SWAT Team shall be under the direction and control of a four (4) person Board of Directors, the membership of which shall be filled by the Chief Law Enforcement Officer of each Participating Agency. Each Board Member shall have an equal vote in all decision making regarding the management and operation of the North Fulton SWAT Team. The Board of Directors shall designate one or more individuals to serve as a North Fulton SWAT Team commander.

The North Fulton SWAT Team will operate under the National Incident Management System, Incident Command System via North Fulton Command with one exception; the Chief of Police or designee of the requesting Agency shall have tactical operational veto authority.

Whenever a team member is rendering assistance pursuant to this MOU, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his own employer. If any such standard is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the North Fulton SWAT Team, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

SECTION V - USE OF FORCE; COMPLAINTS

Whenever the North Fulton SWAT Team is involved in a Use of Force or there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this MOU, the Participating Agencies will conduct a joint review of the use of force and/or complaint. The North Fulton SWAT Team commander or his designee shall be responsible for the documentation of the Use of Force and/or complaint with a disposition recommendation. A mirror copy of the documentation shall be provided to each Participating Agency for review per their respective policies. Upon review any Participating Agency Chief of Police or designee may request additional investigation which will be conducted jointly by the Participating Agencies. The Participating Agency Chiefs of Police or their designee(s) will conduct a joint evaluation of the overall actions of the North Fulton SWAT Team after a review of the documentation and/or investigation; however, the review of individual actions will be the sole responsibility of their respective Chief of Police according to his Agency's policies and procedures. Each Participating Agency engaging in any assistance pursuant to this MOU agrees to cooperate with such joint investigative efforts.

Should an application of force on behalf of the North Fulton SWAT Team result in serious injury or death, or a complaint arise as a result of a cooperative effort as it may pertain to this MOU that if sustained would be likely to result in serious injury or death, it is agreed by the Participating Agencies that the Georgia Bureau of Investigation will be asked to conduct a separate and independent criminal investigation as appropriate.

SECTION VI - LIABILITY

Each Participating Agency engaging in any assistance pursuant to this MOU agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT Team members or conduct of such Participating Agency's/team's own employees while engaged in rendering such assistance pursuant to this MOU.

SECTION VII - PROCEDURES & TRAINING

All standard operating procedures and training conducted with and/or for the North Fulton SWAT Team will meet or exceed National Tactical Officer Association (NTOA) Standards. These procedures and training shall be outlined in a North Fulton SWAT Team Operations Manual. This manual will be reviewed and updated as needed but at least once per year.

SECTION VIII - POWERS, PRIVILEGES, IMMUNITIES AND COSTS

North Fulton SWAT Team members of each Participating Agency when actually engaging in assistance outside of their jurisdictional limits but inside the City of Alpharetta, City of Milton, City of Johns Creek, or the City of Roswell, shall have the same powers, duties, rights, privileges and immunities as if the team member was performing duties inside the member's political subdivision in which normally employed.

Each Participating Agency agrees to furnish the necessary personal equipment and resources to their department members assigned to the North Fulton SWAT Team to render services to each Participating Agency; provided however, that no Participating Agency shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such assistance.

Each Participating Agency that furnishes personal equipment pursuant to this MOU must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment. Nothing herein shall prevent one Participating Agency from lending necessary equipment to any other Participating Agency team member for operational purposes pursuant to this MOU.

Team equipment such as vehicles, robots, and other capital purchase items that will be shared among the Participating Agencies will be purchased by all of the Participating Agencies on a percentage of cost basis. The percentage of cost sharing will be based on the population of each Participating Agency (Total citizens for all cities as of 2023 is approximately 290,000).

Currently the cost share is as follows:

City of Roswell 34%
 City of Johns Creek 29%
 City of Alpharetta 23%
 City of Milton 14%

Once the North Fulton SWAT Team Board of Directors agree that a purchase will be made via

cost sharing percentages it will be the discretion of the North Fulton SWAT Team Board of Directors to decide on which agency will submit the main purchase order to the vendor to buy the equipment and will therefore be the "owner". The other agencies will pay the vendor or the "owner" for their cost share in effect at the time of the purchase, depending on how the vendor will accept payment. In the case of vehicles, the "owner" will hold the title, will register the vehicle and provide insurance coverage. The insurance coverage must allow drivers from the other Participating Agencies to operate the vehicle once they are properly trained and/or licensed to operate the vehicle. The "owner" will be responsible for normal operational costs. Maintenance and repairs will be shared by the Participating Agencies based on the cost share percentage that is in effect at the time that the maintenance or repair is needed.

The Participating Agency furnishing assistance pursuant to this MOU shall compensate its SWAT Team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance, including any amounts paid or due for compensation due to personal injury or death while such SWAT Team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death and other benefits that apply to the activity of a SWAT Team member of a Participating Agency when performing the member's duties within the territorial limits of the member's Agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the territorial limits of the member's Agency under the provisions of this MOU. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

Nothing herein shall prevent the requesting Agency from requesting supplemental appropriations from entities other than its governing political subdivision for reimbursement for itself and the assisting Team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

SECTION IX - CANCELLATION

Any Participating Agency may cancel their participation in this MOU upon delivery of written notice to the other Participating Agencies. Cancellation will be effective ninety {90} days from receipt of such notice. Upon cancellation, Participating Agencies agree to coordinate the prompt return of any loaned equipment to the proper Agency owner.

Upon cancellation of one Participating Agency, that agency will be reimbursed their cost share of any purchased team equipment. The amount reimbursed will be the cost share percentage paid at the time the equipment was purchased of the fair market value at the time of cancellation. This cost reimbursed will be shared proportionately by the agencies still participating, with said proportion being equivalent to the remaining parties' percentage share of their aggregated municipal populations. By way of example only, if Alpharetta were to cancel its participation, then Johns Creek, Milton and Roswell would reimburse Alpharetta for its equipment contribution, with Roswell paying 44%, Johns Creek, 38% and Milton paying 18% of such reimbursement

contribution.

Upon cancellation of two agencies, the owner has first right to "buy out" the other agencies by reimbursing their cost share percentage paid at the time of purchase of the fair market value at the time of cancellation. If after 90 days from the date of written notice the "owner" does not "buy out" the other agencies, any of the other agencies have the option to "buy out" the other two agencies for their cost share percentage at the time of purchase of the fair market value of the equipment. If after an additional 90 days from the written notice none of the agencies want to buy the others out the equipment will be sold. The proceeds will be divided between the agencies based on the percentage paid when the equipment was purchased.

AGREED TO AND ACKNOWLEDGED THIS _____ DAY OF _____, 2024.

City of Alpharetta, Georgia

Mayor

DATE: _____

City of Johns Creek, Georgia

Mayor

DATE: _____

City of Milton, Georgia

Mayor

DATE: _____

City of Roswell, Georgia

Mayor

DATE: _____

Attachment: N Fulton SWAT MOU (Police - North Fulton SWAT MOU)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 8388

MEETING DATE: December 9, 2024

DEPARTMENT: Transportation

ITEM TYPE: Intergovernmental Agreement

Approval for the Mayor and/or City Administrator to authorize execution of an Intergovernmental Agreement and Waiver of Conflict with the City of Milton to resurface Ebenezer Road

Item Summary:

The 2025 Citywide resurfacing anticipated to be approved later this year will include Ebenezer Road to be resurfaced. Ebenezer Road contains sections within the City of Roswell public right-of-way and the City of Milton public right-of-way. City of Roswell staff and City of Milton staff are in support of resurfacing the entire roadway of Ebenezer Road, which would result in a better product for both cities. A cost estimate in the amount of \$141,428.50 has been developed for the roadway sections that are located within the City of Milton right-of-way and an Intergovernmental Agreement has been drafted for a maximum amount of \$160,000.00. Actual compensation will be made on a unit-price basis based on actual work completed and jointly monitored by staff from both cities.

The portions of Ebenezer Road within Roswell are currently estimated to cost \$290,000.00 which would be funded by Roswell's approved resurfacing program. The majority of Ebenezer Road is within Roswell so our share of materials required is higher. This approach ensures each City is paying for their fair share for the improvement.

Roswell Department of Transportation staff is recommending execution of the Intergovernmental Agreement and Waiver of Conflict in order to proceed with the work.

Committee or Staff Recommendation:

On November 26, 2024 the Community Development and Transportation Committee recommended placing this Item on the December 9, 2024 Mayor and Council Agenda.

Financial Impact:

The Intergovernmental Agreement will provide 100% of the funding required to repave the sections of Ebenezer Road within the City of Milton's right-of-way estimated at \$141,428.50 to a maximum of \$160,000.00.

Upon approval of agreement, a Budget Amendment will set up revenue and expense in the amount up to \$160,000 in Project 90001 (City Wide Resurfacing Project).

Recommended Motion:

Approval for the Mayor and/or City Administrator to authorize execution of an Intergovernmental

Agenda Item (ID # 8388)

Agreement and Waiver of Conflict with the City of Milton to resurface Ebenezer Road.

Presented by:

Jeff Littlefield, P.E., Director of Transportation

**STATE OF GEORGIA
COUNTY OF FULTON**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
ROSWELL AND THE CITY OF MILTON REGARDING A
CROSS-JURISDICTIONAL ROAD IMPROVEMENT PROJECT**

(Ebenezer Road)

THIS AGREEMENT, effective as of _____, 20__, is by and between the CITY OF ROSWELL, a Georgia municipal corporation (“Roswell”), and the CITY OF MILTON, a Georgia municipal corporation (“Milton”). Individually, Roswell and Milton may be referred to herein as a “Party,” and, collectively, as the “Parties.”

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the Roswell and the Milton are authorized to contract with each other for a period not exceeding 50 years for the provision of services, or for the joint or separate use of facilities or equipment, so long as such contracts deal with activities, services, or facilities which both Roswell and Milton are authorized by law to undertake or provide; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Roswell and Milton are authorized, jointly and severally, to exercise powers and provide services related to street and road construction maintenance, including curbs, sidewalks, street lights, and devices to control the flow of traffic on streets and roads constructed by counties and municipalities or any combination thereof; and

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia, Roswell is prohibited from exercising these powers or providing any such service inside the boundaries of Milton except by contract with Milton; and

WHEREAS, pursuant to O.C.G.A. § 32-4-92, the powers of a municipality with respect to its municipal street system include the provision of maintenance thereof on any public road located within its limits; and

WHEREAS, in accordance with the applicable state law requirements, Roswell is conducting a competitive bid solicitation which will result in an agreement between Roswell and a paving company (the “Contractor”), which agreement scope will include repaving work to be completed on various city streets, including a portion of Ebenezer Road lying in Milton’s jurisdiction (the “Project”); and

WHEREAS, Milton has agreed to pay the costs associated with the repaving work to be performed by the Contractor on Ebenezer Road; and

WHEREAS, the Parties agree that coordination of construction efforts for cross-jurisdictional road improvement projects, including the Project herein, provides cost savings and efficiencies that are in the best interest of the citizens of both Roswell and Milton.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgment and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree to the above recitals and as follows:

1. **Agreement.**

- a. **Roswell's Duty to Manage the Project.** The Parties agree that the Roswell shall assume primary responsibility for management of the Project, including completion of the Work (described below), and its public road construction/maintenance agreement with a paving company (the "Contractor").
- b. **General Description of the Work.** The work to be performed pursuant to this Agreement consists of repaving sections of Ebenezer Road (the "Work"). The approximate length of the Work is 1,065 feet. Roswell shall complete the Work using the services of the Contractor, pursuant to the contract attached hereto as Exhibit "A". The Work shall include milling, patching and topping.
- c. **Timing.** The Work shall take place at a time mutually convenient for the parties, between March and December 2025.
- d. **Compensation.** Milton agrees to reimburse Roswell for the total cost of the Work, up to an amount of \$160,000.00 (the "Maximum Contract Price"). The reimbursable cost of the Work shall be limited to amounts reasonably paid by Roswell to the Contractor for completing the Work, and any other out-of-pocket costs to Roswell that are directly attributable to the Work (prorated equitably with other work under the repaving contract, if appropriate), but such costs shall not include Roswell staff time and overhead in supervising the Work, or attorneys' fees in forming this Agreement. Roswell represents that its estimated cost of the Work is \$290,000.00 but the parties acknowledge that the Contractor's contract calls for compensation to be made on a unit-price basis, with actual compensation based on the actual number of units provided. If at any time either party knows or has reason to know that the cost of the Work will exceed the Maximum Contract Price, it shall promptly notify the other party, and representatives of the parties shall confer in good faith to determine a resolution. Except for any reasonably disputed amounts (which shall be paid promptly upon resolution of the dispute), Milton shall pay all amounts due under this IGA within thirty (30) days of request.
- e. **Milton's Right and Duty to Review the Work.** Milton shall have the right and duty to review the Work and to advise Roswell of any observed discrepancies or potential problems so that these can be timely addressed with the Contractor. Milton may, but shall not be required to, test or inspect the Work for compliance with applicable technical standards. Milton acknowledges that its remedies against the Contractor for defective Work may be limited to those remedies available to

Roswell in its contract with the Contractor to the extent such remedies can be enforced by Roswell. Milton shall respond in a timely manner to any issue that may arise during the Work that requires its input. The Parties shall make reasonable and good-faith efforts to coordinate their oversight of the Work and proactively address any issues that may arise.

- f. **Disputes with the Contractor.** Roswell shall address with the Contractor any issues or concerns raised by Milton concerning the Work and, subject to the limitations below, shall make good faith efforts to enforce the contract with the Contractor for the benefit of Milton. Except as separately agreed between the Parties, Roswell shall not be required to write any demand letter or file any lawsuit against the Contractor or take any other similar formal legal action arising out of the Work.
 - g. **Change Orders.** Roswell will discuss any proposed change orders that operate to increase the cost of the Project for those portions of the Work to be performed within Milton's jurisdiction with Milton in advance of approving such change orders with the Contractor. Upon the Milton's approval of any such proposed change order, Milton agrees to timely pay all costs associated therewith in accordance with the payment requirements of the construction services agreement between Roswell and the Contractor.
 - h. **Contractor Insurance and Contract Provisions.** Roswell shall make good faith efforts to execute an amendment to its contract with the Contractor to: (1) name Milton as an additional insured on any liability policies covering the Work; and, (2) name Milton as an intended third-party beneficiary of such contract.
2. **Agreement Term.** This Agreement shall commence upon execution by the Parties and shall expire upon completion of all duties and obligations provided herein, provided that the term of the Agreement shall not exceed fifty (50) years.
 3. **Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing written notice of termination to the other Party. If Milton terminates this Agreement for convenience: (a) Roswell shall promptly (but in any event, not later than fourteen (14) calendar days following receipt of a termination notice from Milton) terminate the Work in its contract with the Contractor; and (b) Milton shall reimburse Roswell for all reimbursable costs incurred through the date of termination of Roswell-Contractor contract.
 4. **Assignment or Transfer.** The rights, privileges and obligations under this Agreement shall not be assigned or transferred by either Party without the prior written consent of the other party.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.
6. **Public Procurement Requirements.** Each Party agrees that it will comply with all public road work procurement requirements under any applicable state or federal law related to any construction, improvements, or services contemplated by this Agreement.
7. **E-Verify and Title VI.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for the Project and/or the Work shall contain all required E-Verify and Title VI requirements under applicable law.
8. **Cooperation.** Each Party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either Party may reasonably require to effectuate the provisions and intention of this Agreement.
9. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof.
10. **Force Majeure.** In case by reason of force majeure, any Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure,” as employed herein, shall mean (a) any cause beyond the Party’s reasonable control; (b) any act(s) of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) strikes, lockout(s) or other labor disputes or industrial disturbance(s); (e) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, pandemic/epidemic, invasion or act(s) of a public enemy; (f) order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority; and (g) natural disaster, catastrophe, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, or explosions, or breakage or accidents outside the Party’s control which prevent performance under this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and replaces any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.
12. **Waiver.** No failure by either Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance, and no custom or practice of either Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect a Party's right to demand exact and strict compliance with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
13. **Severability.** Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
14. **Agreement Jointly Drafted by the Parties.** Each Party represents that it has reviewed and become familiar with this Agreement and has notified the other Party of any discrepancies, conflicts or errors herein. The Parties agree that, if any ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.
15. **Records.** Each Party shall maintain records relating to matters covered by this Agreement as required by law and by any additional requirements in this Agreement. Such records shall be maintained for at least a period of three (3) years following the termination or expiration of this Agreement.
16. **Notices.** All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

If to Milton:

City of Milton, Georgia
2006 Heritage Walk
Milton, GA 30004
ATTN: City Manager

If to Roswell:

City of Roswell, Georgia
38 Hill Street
Roswell, GA 30075
ATTN: City Administrator

IN WITNESS WHEREOF, the Parties hereto, acting by and through their duly authorized officials and officers pursuant to appropriate ordinances and resolutions hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate counterparts and the official seals of each Party properly affixed, each delivering to the other one of said duplicate counterparts, the day and year first above written.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

(city seal)

Approved as to Form:

City Attorney

CITY OF ROSWELL, GEORGIA

By: _____
Kurt M. Wilson, Mayor

Attest: _____
City Clerk

(city seal)

Approved as to Form:

City Attorney

Attachment: IGA Ebenezer Road with Milton wEdits (City of Milton IGA)

EXHIBIT A

WAIVER OF CONFLICT

WHEREAS, the **CITY OF MILTON** (“Milton”) is a duly-formed municipal government and political subdivision of the State of Georgia; and

WHEREAS, the **CITY OF ROSWELL** (“Roswell”) is a duly-formed municipal government and political subdivision of the State of Georgia; and

WHEREAS, Milton is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of general legal counsel as Milton’s City Attorney; and

WHEREAS, Roswell is and has been represented by the law firm of Jarrard & Davis, LLP, in the capacity of special legal counsel; and

WHEREAS, Roswell is represented by its City Attorney, David Davidson; and

WHEREAS, Milton and Roswell have indicated an intention to enter into an intergovernmental agreement to facilitate Roswell’s repaving work to be completed on various city streets, including a portion of Ebenezer Road lying in Milton’s jurisdiction (the “Agreement”); and

WHEREAS, Roswell and Milton recognize that Jarrard & Davis, LLP’s representation of Milton regarding the Agreement is a waivable conflict of interest; and

WHEREAS, the governing bodies of the Parties have considered this issue, have been informed of the potential for conflicts or competing interests between Roswell and Milton and risks associated with same; and

WHEREAS, the law firm of Jarrard & Davis, LLP will continue to represent Milton as its City Attorney in connection with the Agreement; and

WHEREAS, Roswell will be represented by its City Attorney in connection with the Agreement.

NOW THEREFORE, in light of the above, the governing bodies of Milton and Roswell,

having considered this issue, do hereby resolve as follows:

1. Milton and Roswell acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict.
2. Milton and Roswell further acknowledge Jarrard & Davis, LLP's disclosure of this potential conflict at an open meeting.
3. Milton and Roswell have been provided an adequate opportunity to consult with independent legal counsel regarding the ramifications of this conflict waiver; and all and any questions by either government have been addressed to the satisfaction of each.
4. Milton and Roswell affirmatively waive any actual, potential, or apparent conflict of interest arising from or attributable to Jarrard & Davis, LLP's representation of Milton in the preparation of the Agreement.

This _____ day of _____, 2024.

CITY OF MILTON, by and through its City Council

By: _____
Peyton Jamison, Mayor

ATTEST:

[AFFIX CITY SEAL]

By: _____
Tammy Lowit, City Clerk

CITY OF ROSWELL, by and through its City Council

By: _____
Kurt M. Wilson, Mayor

ATTEST:

[AFFIX CITY SEAL]

By: _____
Nancy Saviano Long, City Clerk

Attachment: 2024-10-21 Waiver of Conflict Milton and Roswell re Ebenezer Road (City of Milton IGA)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9526

MEETING DATE: December 9, 2024

DEPARTMENT: Transportation

ITEM TYPE: Resolution

Approval of a Resolution to submit a Local Maintenance & Improvement Grant (LMIG) project list for FY2025 to the Georgia Department of Transportation (GDOT), and accept the LMIG funding with a Budget Amendment in the amount of \$1,014,741.66 to set up the grant.

Item Summary:

The Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) yearly funding from the state is dependent on the General Assembly's budget for that Fiscal Year. For the State's Fiscal Year 2025, the state General Assembly allocated \$1,014,741.66 for the LMIG program for Roswell. The required match for the City of Roswell, by formula, is \$304,422.50 (30%).

LMIG funding may be used for any transportation project that is typically eligible for the state motor fuel sales tax. Examples of eligible projects include repaving, sidewalks, intersection improvements, bridge maintenance, and connectivity projects. The City of Roswell has traditionally used its LMIG allotment for resurfacing some of the more heavily traveled collector roads and saves local funding for local roads.

Staff recommends that the Mayor and Council authorize the Mayor to sign the GDOT application to receive and spend the State Fiscal Year 2025 LMIG funding on resurfacing the following roads:

- Crabapple Road from Crossville Road to the City limits (PCI=43)
- Rucker Road from Crabapple Road to Houze Road (PCI=42)

Committee or Staff Recommendation:

On November 26, 2024 the Community Development and Transportation Committee recommended placing this Item on the December 9, 2024 Mayor and Council Agenda.

Financial Impact:

Once the grant is accepted, the City will accept the state funds in the amount of \$1,014,741.66 from GDOT and the budget amendment will establish the grant revenue and expenditure budget. Staff estimates the cost of resurfacing the above listed roads at \$1,044,079.06. The matching funds from the City are proposed in the FY 2025 Budget.

Agenda Item (ID # 9526)**Recommended Motion:**

Approval of a resolution to submit a Local Maintenance & Improvement Grant (LMIG) project list for FY2025 to the Georgia Department of Transportation (GDOT), and accept the LMIG funding with a Budget Amendment in the amount of \$1,014,741.66 to set up the grant.

Presented by:

Jeff Littlefield, P.E., Director of Transportation

STATE OF GEORGIA
COUNTY OF FULTON

December 9, 2024

**RESOLUTION TO SUBMIT A 2025 LOCAL MAINTENANCE AND IMPROVEMENT
GRANT (LMIG) APPLICATION AND TO ACCEPT THE LMIG FUNDS IN THE
AMOUNT OF \$1,014,741.66**

WHEREAS, at the regular meeting of the Mayor and Council of Roswell, Georgia, held on the 9th of December, 2024 a motion was made and duly seconded that the City of Roswell, Georgia agrees to submit a 2025 Local Maintenance and Improvement Grant (LMIG) application for consideration by the Georgia Department of Transportation (GDOT); and

WHEREAS, the City of Roswell is seeking State/Federal LMIG funding for paving and bridge maintenance; and

WHEREAS, the City of Roswell will accept the funds of \$1,014,741.66 received from the GDOT once the application is accepted; and

WHEREAS, the City of Roswell Finance Department is authorized to do a budget amendment to accept the funds from GDOT once the application is accepted to receive funds; and

WHEREAS, the Roswell Transportation Department will be responsible for the implementation, management, reporting and close-out of the grant project:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roswell that the Mayor of Roswell and/or the City Administrator are authorized to execute this grant application and any subsequent documents necessary to apply and accept for the grant funds, this the 9th of December, 2024.

Attest:

Kurt M. Wilson, Mayor

Nancy Saviano Long, City Clerk

(Seal)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9571

MEETING DATE: December 9, 2024

DEPARTMENT: Administration

ITEM TYPE: Resolution

Approval of a Resolution pertaining to a city owned property located at Bowen Road and Highway 92.

Item Summary:

A Resolution pertaining to a city owned property located at Bowen Road and Highway 92.

Staff Recommendation:

N/A

Recommended Motion:

Motion to approve a Resolution pertaining to a city owned property located at Bowen Road and Highway 92.

Presented by:

David Davidson, City Attorney

STATE OF GEORGIA
FULTON COUNTY

December 9, 2024

**RESOLUTION TO AUTHORIZE THE ROSWELL DEVELOPMENT AUTHORITY
TO ENTER INTO NEGOTIATIONS ON A CITY OWNED PROPERTY LOCATED
AT BOWEN ROAD AND HIGHWAY 92**

WHEREAS, the Mayor and Council identified a city owned property located at Bowen Road and Highway 92 as an economic development project opportunity; and

WHEREAS, Mayor and Council wish the Roswell Development Authority to review and negotiate terms for the sale of City owned property for the purposes of economic development; and

WHEREAS, the Roswell Development Authority is vested with redevelopment powers as contemplated in O.C.G.A. 36-62-6; and

WHEREAS, the Roswell Redevelopment Authority is tasked with creating jobs, dynamic economic projects, and stimulating economic growth for the benefit of the City of Roswell; and

WHEREAS, Mayor and Council desires a redevelopment project which includes and is limited to youth sports performance training, outdoor recreation, and restaurant (no drive through) uses to be defined in the sale and purchase agreement; and

WHEREAS, Mayor and Council wish to further specify that the negotiations shall reserve a 2.5 acre portion of the property with access to Hwy 92 for future civic uses by the City of Roswell; and

WHEREAS, Mayor and Council will entertain a net purchase price of no less than the original acquisition price of the property \$4,500,000.00 and customary closing costs; and

WHEREAS, prior to the Mayor and Council authorizing the final sale of this property on a future date, the Roswell Development Authority shall enter into an Intergovernmental Agreement defining the sale, property uses, agreement terms and reimbursement of funds from the Roswell Development Authority to the City of Roswell; and

WHEREAS, this resolution shall expire on March 31, 2025 unless otherwise extended by the Mayor and Council; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Roswell, the parcel known as the Bowen Road and Hwy 92 property is considered as an economic development opportunity and is consistent with the map attached in Exhibit A.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell on the 9th day of December, 2024.

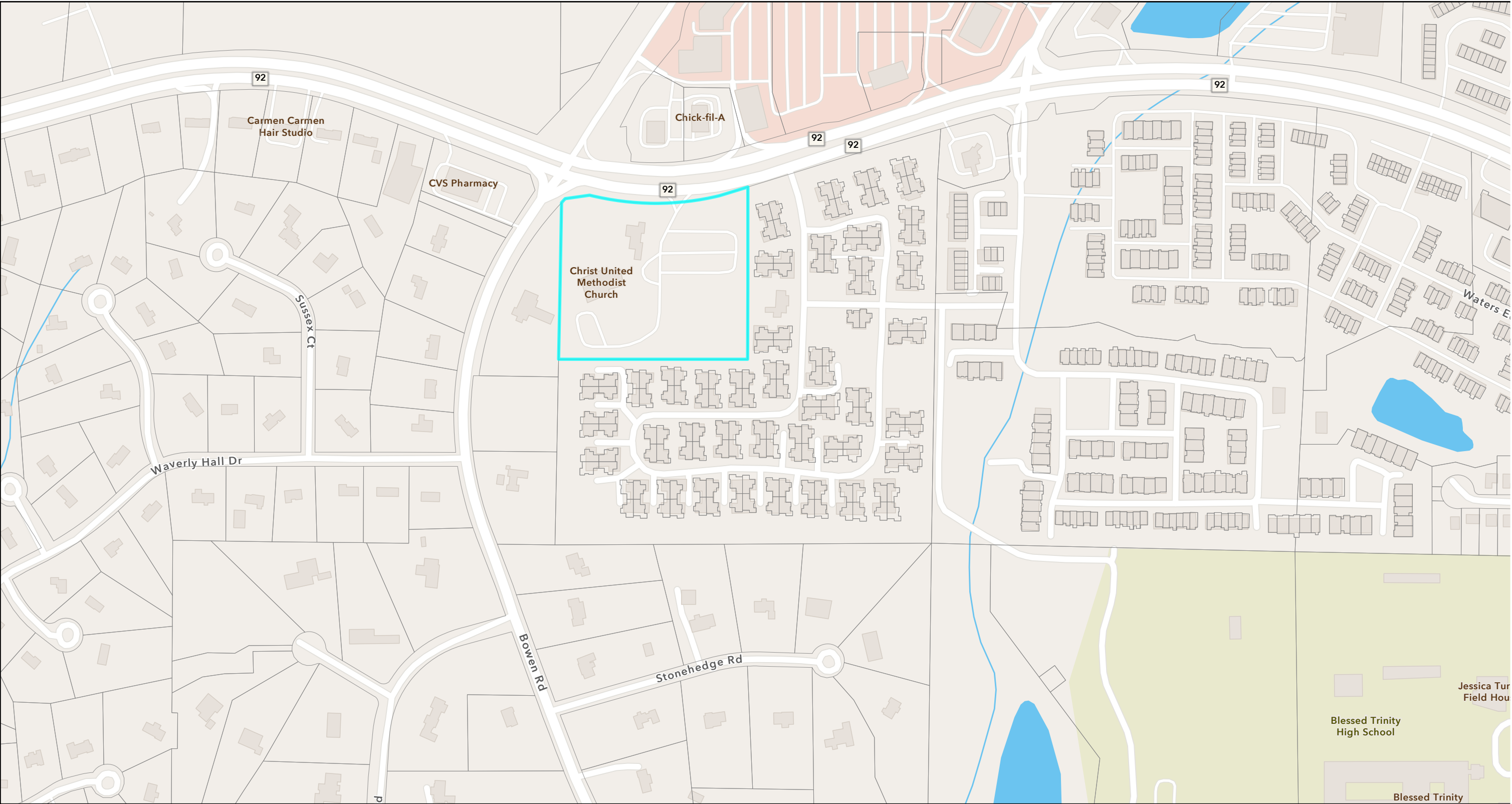
Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk

(Seal)

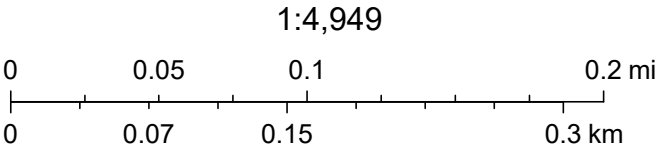
Attachment: Resolution to authorize the Roswell Development Authority to enter into negotiations on city owned property at Bowen Rd and



12/6/2024, 11:50:04 AM

- City Limit
- Tax Parcels

Exhibit A



Esri Community Maps Contributors, Cobb County (GA) DOT, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Attachment: Resolution to authorize the Roswell Development Authority to enter into negotiations on city owned property at Bowen Rd and Hwy



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9569

MEETING DATE: December 9, 2024

DEPARTMENT: Economic Development

ITEM TYPE: Approval

Approval of a Letter of Intent (LOI) pertaining to a development project on Hill Street.

Item Summary:

The City of Roswell has received a Letter of Intent from the Atlantic Companies summarizing the principal terms with respect to developing property along Hill Street, Atlanta Street and Ellis Street to include the Roswell Law Enforcement Center (RLEC). The terms of the Letter of Intent are intended as a basis for further discussion with respect to the terms of the Project and are not binding on the parties, including the City of Roswell.

As contemplated, the developer would master plan and develop and integrated first-class mixed use project with approximately 80,000 square feet of commercial space, 96-143 multi-family units and 14-16 townhomes on approximately 6 acres.

The transaction would involve the Roswell Downtown Development Authority and include an exchange of approximately 1.3 acres of property the developer owns at the SE corner of Atlanta and Hill Streets and a 1.3 acre parcel the City owns as part of the RLEC. It also contemplates a ground-lease to the developer of 4.6 acres, including the remainder of the RLEC property.

The ground lease would be for 50 years with an option to extend for an additional 49 years with rent payments based on the appraised value of the land at 8 percent (8%), payment-in-lieu of taxes which will phase-in over time, as well as participation in the success of the project. The developer will also be making a public purpose payment to the City of \$400K in addition to customary permit and impact fees. The development authority would fund construction of a parking deck through revenue bonds to be paid back through rental payments and parking revenue.

This project is within the Hill Street District in downtown Roswell and one of the City's targeted areas for redevelopment. With the multifamily units being spread over 6 acres,

Agenda Item (ID # 9569)

it reduces the multi-family density of a previously entitled project at 74 units per acre to 24 units per acre.

Staff Recommendation:

This project is one that is catalytic for the Hill Street district, an area targeted by the City for redevelopment. It has the potential to generate significant revenue for the City and reduces the density of a previously approved project. Staff is recommending approval of the Letter of Intent.

Recommended Motion:

Motion to approve a Letter of Intent (LOI) pertaining to a development project on Hill Street.

Presented by:

Jeffrey Leatherman, Deputy City Administrator and Darryl Connelly, Economic Development Director



NON-BINDING LETTER OF INTENT

December 6, 2024

Mr. Randy Knighton
 City Administrator
 City of Roswell
 38 Hill Street
 Roswell, Georgia 30075

Re: Hill Street Mixed-Use Development

Dear Mr. Knighton:

The following Non-Binding Letter of Intent (referred to herein as the "Letter of Intent" or "LOI") summarizes the principal terms with respect to developing property located along Hill Street, between Atlanta Street and Ellis Street, including the Roswell Law Enforcement Center at 39 Hill Street in the City of Roswell, Georgia (the "Project"). The terms in this Letter of Intent are intended as a basis of further discussions with respect to the terms of the Project as defined herein. This Letter of Intent is not intended to be, nor does it constitute, a legally binding obligation on the part of the City of Roswell or its designee (the "City") or the Atlantic Companies Roswell Manager, LLC, its affiliates or its successors and assigns ("Developer") collectively herein referred to as the parties. The transactions contemplated hereby are subject to the parties entering into definitive agreements to be negotiated in good faith, including without limitation a definitive Land Exchange Agreement and Definitive Agreements (both defined below). The terms and provisions of this Letter of Intent as set forth herein should not be construed as including all of the material terms and conditions to be set forth in the subsequent, Definitive Agreements, defined below in Section V.c. and the parties agree to work in good faith to agree upon the definitive terms to be included in the Land Exchange Agreement and other Definitive Agreements.

I. General Terms and Anticipated Documentation:

- a. The Developer and City will exchange property shown on Exhibit A attached. The Developer will exchange Property A (hereinafter any reference to Property A, B, C, or D will refer to Exhibit A) comprised of approximately 1.3 acres it owns on the SE corner of Highway 9 and Hill Street known also as 25 Hill Street for Property B comprised of approximately 1.3 acres the City owns to the north and west of the City water tower. The land exchange will be documented in a Land Exchange Agreement, which shall include, without limitation, those terms and conditions set forth on Exhibit D, attached hereto.
- b. Developer will lease Property A from the City following completion of the land exchange and will also lease from the City the remainder of Property C, after giving effect to I.c.



below (taken together, the "Ground Lease Property"). The appraised combined value for Properties A and C has been determined to be \$8.39M (the "Ground Lease Property Value") in the Southern Skyline Valuations appraisal dated July 9, 2024. This appraisal was determined by Use Value based on Developer's proposed plan and density, with input from Developer.

- c. Developer will (i) purchase a to be determined area of land subdivided from Property C from the City, fee simple, (the "Carved Out Land"), (ii) develop 'brownstone' style attached townhomes, and providing for any required passageways, parking ramps and stairs, and which, (iii) taken together will be of sufficient height and width to cover the east and west sides of a proposed parking deck, constructed by or on behalf of the City on the remainder of Property C.
- d. The purchase price for the Carved Out Land in a "pad ready" condition shall be an amount to be determined by the Developer's good faith valuation. The proceeds from the sale of the Carved Out Land shall reduce the Ground Lease Property Value for purposes of calculating the Base Rent under the Ground Lease.
- e. Developer will master plan and develop Properties A, B, C and D shown on Exhibit A into an integrated first-class mixed-use project composed of (i) approximately 80,000 square feet of commercial space, (ii) up to 143 multifamily units, and (iii) 14 – 16 townhomes with a minimum width of 22 feet, pursuant to the terms of a development agreement to be negotiated and agreed to by the City and Developer (the "Development Agreement"). The Developer will endeavor to minimize the number of ground floor residential multifamily units in the mixed-use buildings, but in no event will this number exceed 12 residential multifamily units fronting along Community Circle. The Development Agreement shall also contain the terms and provisions set forth in Exhibit E, attached hereto.
- f. The City will consider establishing a zoning overlay or take other entitlement action (the "Overlay District") to allow for the proposed Project.
- g. The parties agree there are not any brokerage fees due by the City or Developer as it relates to this land exchange or any related property transfer, and that neither party has engaged a broker in connection with this transaction.

II. Lease Agreement/Structure: The parties agree to negotiate and enter into a long-term ground lease (the "Lease") in good faith to accommodate development of Property A at 25 Hill Street and the remainder of Property C after giving effect to l.c. above, which shall be based on the business terms set forth in Exhibit C.



III. Development Schedule: Developer shall complete the Project in a single, integrated phase ("Single Phase").

- a. The Single Phase shall involve development of Property A, B, D and all but the southeastern portion of Property C containing the current Roswell Police Department building ("Police Building"). The parties intend for development to commence within 18 months following Lease execution, and the core and shell of the commercial buildings shall be completed simultaneously with or prior to the occupancy of the mixed-use multifamily buildings within the Project.
- b. The Developer understands that the City is requiring the core and shell of the Single Phase commercial component to be completed at or before the occupancy of the mixed-use multifamily buildings and that the City will not issue Certificates of Occupancy on any component of the mixed-use multifamily buildings until the commercial component's core and shell is complete. The City shall retain reversionary rights as outlined in Exhibit C in the event construction has not commenced within the specified time frame.

IV. Other Considerations:

- a. To serve the Project's parking needs, the Developer will construct all parking, estimated to be approximately 350 structured parking spaces and 135 surface parking spaces for the Project, some of which may be placed on land outside the Project owned by the City, paid for by the City during the construction of the same. It is understood that the City will control and operate all City-owned spaces. Developer shall submit plans, bids for construction, proof of bonding and insurance, regular reports, and other related items pursuant to the Development Agreement and will apply the same cost reduction methods, soft cost, infrastructure allocations, and development fee percentages it does for other components of the Project to the parking components paid for by the City.
- b. The Lease contemplates a Payment in Lieu of Taxes (PILOT) structure with such PILOT phased in over time for the commercial components of the Project (i.e. all non-residential use buildings and/or parking) set forth in Exhibit B.
- c. The Developer agrees not to seek Bonds for Title from the Development Authority of Fulton County for any part of the Project and will subdivide the property into separate tax parcels (mixed-use multifamily buildings vs commercial) to effectuate the transaction.
- d. The City's Historic Preservation Commission (HPC) shall review design plans and make recommendations to the City's Mayor and Council.
- e. The City will reasonably cooperate with Developer to ensure that zoning, permitting, HPC review and related processes are expedited as much as reasonably possible. However,



these efforts do not and will not guarantee any approvals as it relates to zoning, permitting, and related decisions

- f. The City plans to perform a traffic and pedestrian study specific to the Project. Developer agrees to pay the City \$32,000 for such study at the closing of the land exchange. Developer will work with the City to make any necessary project adjustments to address any Project concerns identified in the study.
- g. The City will be granted title, as may be needed, to the commercial parking structures to be built by the Developer as well as the rights to operate all parking supporting the Project including surface parking spaces, unless otherwise agreed. The City shall be allowed to charge for such parking. Notwithstanding, for the parking exclusively supporting the Project, the Developer shall pay a market rate per month per space for the non-exclusive rights for parking and market rate per month per space for exclusive parking rights. Such terms will be documented in the parking agreement contemplated heretofore.
- h. There shall be no waiver of development impact fees or any other permit and/or review fees.

The parties recognize that third party lenders and investors will have requirements that cannot be anticipated at this time and parties agree to work in good faith to address those requirements as necessary.

- V. **Timeline & Milestones:** Both parties recognize that time is of the essence, especially related to negotiated market-based factors and development plans. Thus, the parties agree to work diligently to adhere to the timeline below:
 - a. **Execution of LOI:** Both parties shall work to execute this LOI within five (5) days of approval of the LOI by both the Mayor and Roswell City Council. The City reserves the right to terminate negotiations at any time prior to execution of this LOI.
 - b. **Preliminary Due Diligence:** Following the Execution of this LOI, the Developer and the City shall negotiate in good faith to complete and enter into a land exchange document for the properties described in I.a. above, and pursuant to the terms and conditions set forth in Exhibit D attached (collectively, the "Land Exchange Agreement"); such negotiations to conclude on or before March 17, 2025. Among other actions that may be required to complete the Land Exchange Agreement, the Developer and the City shall cooperate to:
 - 1. Continue project pre-development (Developer to submit drawings, costs, schedule);
 - 2. Submit and receive concept design approval from the City;



3. Understand master declaration structure and any necessary subdivision, incorporating easement and access rights as necessary (Developer to obtain legal memo);
 4. Execute the Land Exchange Agreement; and
 5. Enter into an access agreement.
- c. Formal Due Diligence:** Triggered by the execution of the Land Exchange Agreement, the following period, anticipated to be 120 days, shall encompass efforts around four parallel diligence tracts:
1. Land Exchange Due Diligence Period: As outlined in Exhibit D, due diligence activities specifically tied to the Land Exchange Agreement shall be carried out.
 2. Closing Documents: Including, but not limited to the documents below and any other documents required to consummate the land exchange (the "Definitive Agreements").
 - a. Parking Agreement
 - b. Development Agreement
 - c. Lease
 - d. Deeds
 - e. PILOT Agreement
 - f. Declaration
 - g. Townhome land Purchase and Sale Agreement (to be executed at closing and closed at a later date)
 3. Funding & Feasibility: Items related to the Project's feasibility, including progressed and refined Project drawings, budget, pro forma, letters of commitment on financing and other items as requested by the City shall be completed to an acceptable level by the Developer and submitted to the City, as further detailed in Exhibit D.
 4. Submit and receive schematic design approval from the City
- VI. Consultants Success Fee:** Developer shall pay Consultants a fee of \$400,000 upon closing of the land exchange and the accompanying execution of all Definitive Agreements.
- VII. Termination:** This LOI is terminable for any reason or no reason by either party by providing notice to the other of such termination.



Thank you for your time and consideration. We look forward to bringing this exciting project to fruition.

Sincerely,

Atlantic Companies Roswell Manager, LLC

By: *James B. Meyer*

Its: Member-Manager

Agreed to this _____ day of _____, 2024.

City of Roswell

By: _____

Its: _____

EXHIBIT A

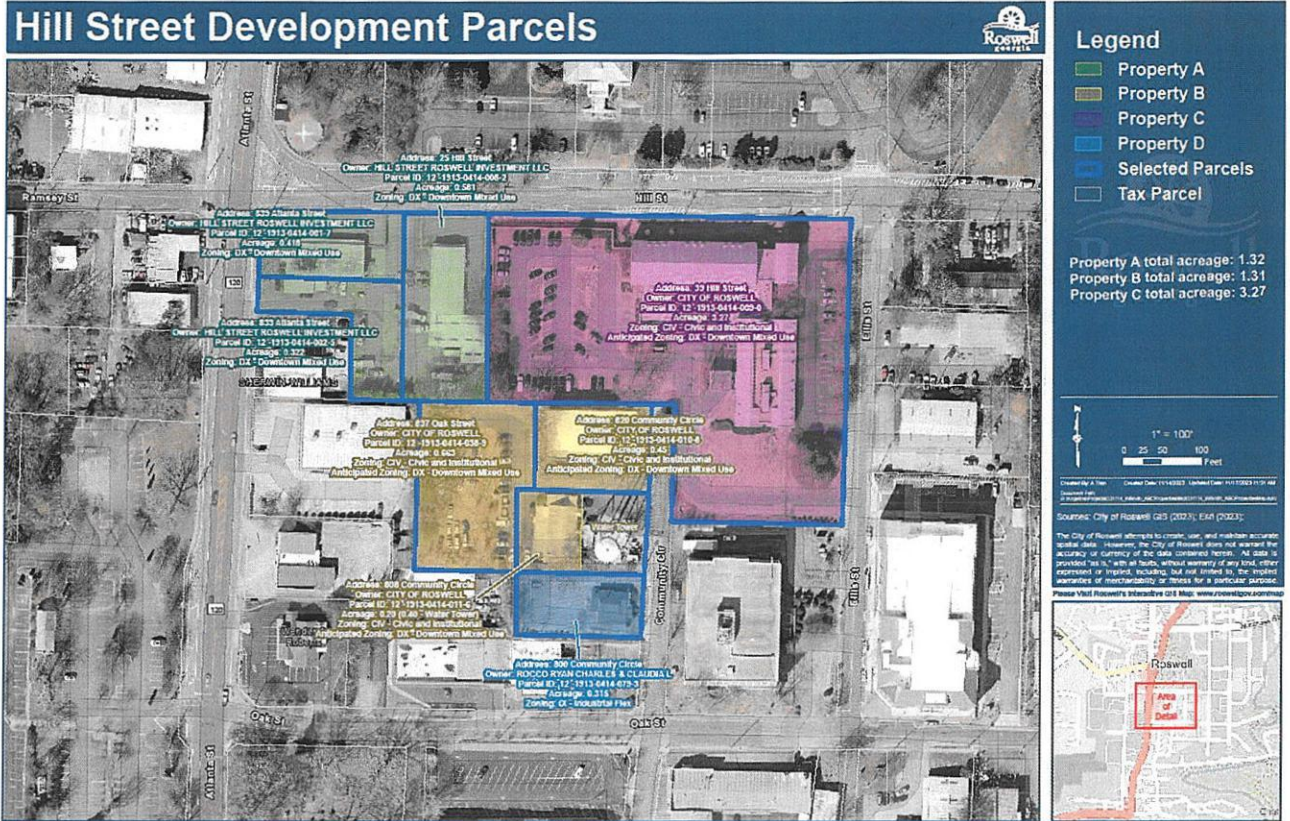




EXHIBIT B

PHASE-IN SCHEDULE

Year 1: 50%
Year 2: 55%
Year 3: 60%
Year 4: 65%
Year 5: 70%
Year 6: 75%
Year 7: 80%
Year 8: 85%
Year 9: 90%
Year 10: 95%
Year 11 and thereafter: 100%

For purposes of the Phase-In Schedule:

The completion of the core and shell of the commercial components shall constitute the completion date (the "**Completion Date**"). "**Year 1**" is the year that begins January 1 of the year immediately following the Completion Date, with following Years being numbered consecutively.

The above percentages are percentages of normal ad valorem taxes that would be payable to any and all municipalities on the fee interest in the real property if the City of Roswell were not exempt from ad valorem real property taxes, to be paid as payments in lieu of taxes ("PILOT"). Payments would be made to Landlord for distribution to the appropriate financial officers of the taxing jurisdictions pro rata in proportion to their respective millage rates. There are no savings with respect to special assessments. 100% denotes full taxes.

Notwithstanding the schedule above, PILOT for the mixed-use multifamily and townhome buildings will be at full taxes with no phase in.



Exhibit C

Certain Ground Lease Terms and Structure

Property: The Ground Leased Property, as defined in the Letter of Intent.

Landlord: City of Roswell (the "City"), or its designee
The City, in its sole discretion, may utilize its Public Facilities Authority or the Roswell Downtown Development Authority to effectuate the transaction.

Tenant: Atlantic Companies Roswell Manager, LLC, or an entity formed by the same for that purpose.

Basic Lease Information:

Lease Term: 50 years (the "Term") commencing upon closing of the land exchange described above (the "Lease Commencement Date").

Extension Option: The Term shall renew for an additional 49 years, unless Terminated as may be provided for in the Definitive Documents.

Base Rent Factor: The Base Rent Factor shall be: (i) 0% until the earlier of the issuance of core and shell certificate of completion of all improvements on the Ground Lease land or a date certain currently estimated to be 20 months after Lease Commencement Date, (ii) thereafter five percent (5%) for months 1-12, (iii) thereafter six percent (6%) for months 13-24, and (iv) eight percent (8%) thereafter. The parties agree that eight percent (8.00%) reflects the market rate determined by Southern Skyline's Valuations July appraisal.

Base Rent: The Base Rent shall be calculated as (i) the appraised value of \$8.39M for Properties A and C less the purchase price for the Carved Out Land, multiplied by (ii) the Base Rent Factor.

Base Rent shall be adjusted annually at an increase of 2.75% beginning 12 months after the Base Rent Factor of 8% is in effect.

Base Rent Reset: On the twenty (20th) anniversary of the Lease Commencement Date and every twenty (20) years of the Lease thereafter, including any extensions, the Base Rent shall be adjusted and shall be the greater of (a) the annual Base Rent from the previous year; and (b) then current Fair Market Value of the Ground Leased Property as determined by a



third-party appraisal taking into account all restrictions in the Lease six (6) months prior to the Rent Reset Date multiplied by a Base Rent Factor of 8.00%.

Percentage Rent:

Tenant shall pay Landlord an annual "Percentage Rent" on Ground Leased Property equal to the following:

Gross Revenues greater than an agreed upon "Breakpoint" – 5.00% of Gross Revenue

The "Breakpoint" shall be determined prior to closing the transaction and based upon stabilized Gross Revenues, as projected, plus a 10% premium.

Gross Revenue shall be calculated at 100% of collections, less vacancy, concessions, and any pass-through expenses.

Percentage Rent Breakpoint shall increase 2.75% per year.

PILOT Payments:

Starting on the Completion Date, Tenant shall be required to make Payments in Lieu of Taxes ("PILOT") payments, which shall be equal to the real property taxes that would be assessed and levied against the property if the owner of the property were not exempt from such taxes, adjusted as follows: PILOT shall phase in for Property A & C (less any residential-use building) pursuant to the Phase In Schedule set forth in **Exhibit B**.

Such PILOT payments shall include but are not limited to real property tax payments that would be paid to the City of Roswell, Fulton County, and Fulton County Schools.

Transaction Payments:

Tenant shall pay Landlord a Transaction Payment equal to two percent (2.00%) of net sales proceeds on any transfer or assignment of the Lease, or net proceeds of any refinancing transactions of the Property.

Public Purpose Payment:

Simultaneously with executing the Lease, Tenant shall make a Public Purpose Payment to Landlord in the amount of \$400,000. Such funds will be placed into a special public purpose fund controlled by the Landlord or its designee to be used for economic development purposes in downtown Roswell that will benefit the project.



<u>Administration Fee:</u>	Tenant shall pay Landlord an annual Administration Fee totaling \$10,000 for the first year starting upon Base Rent Commencement. Such fee shall be adjusted annually at 2.75% per year.
<u>Security Deposit:</u>	Tenant shall provide Landlord with a security deposit equal to \$200,000 upon execution of the Lease.
<u>Purchase Option:</u>	The Tenant shall have an option to purchase Landlord's fee simple interest in the Ground Leased Property after the tenth anniversary of the Term (the "Purchase Option"), provided: (a) The Project is complete in its entirety; (b) at any point prior to the Purchase Option, the commercial components contemplated by the Letter of Intent have reached initial stabilization with an occupancy of 85%; (c) the Tenant has paid the required Public Purpose Payments; and (d) the Tenant is not in default of the Lease. The purchase price for the Option shall be the sum of (i) the Fair Market Value (FMV) of Landlord's interest in the Property as determined at the time the Option is exercised, and (ii) an additional 27.5% added to the FMV as compensation for the Landlord collapsing the Lease and forgoing any future Percentage Rent or Transaction Payments (the "Purchase Price"). The appraisal method for the FMV of land will be a land residual and sales comparison approaches. The Tenant shall be responsible for paying the cost of any appraisal performed on behalf of the Landlord. Upon closing, the ground lease would be terminated without penalty.
<u>Guaranty/ Bonding:</u>	The Tenant shall provide Landlord with the following: (1) a Guarantee of Completion; (2) a Payment Bond to guarantee that the contractor pays all laborers, suppliers and subcontractors; and (3) a Performance Bond issued by a bonding company to guarantee project completion by the contractor. The parties agree to evaluate in good faith the financial capacity of the contractor and the contractor's subguard or subcontractor bonding program to reasonably determine if any Payment or Performance bonds are necessary and to explore alternate collateral as appropriate.
<u>Subordination:</u>	The City retains first priority on the fee simple property if the tenant defaults on loans taken for undertaking improvements on the Ground Leased Property; however, the Lease will provide a recognized lender with notice of a default and rights to cure defaults under the Lease.
<u>Landlord Mortgage:</u>	Landlord may mortgage its fee interest in the property.



Audit Rights:

Tenant shall be required to maintain the lesser of six (6) years of books and records or the timeframe allowed for collecting rent pursuant to any statute of limitations in addition to having available for review, any records that are relevant to payments due by the Tenant.

Assignment, Transfer:

Prior to completion of the improvements, Tenant shall have no right to assign, transfer, or sublease the Ground Leased Property (other than to affiliates, commercial tenants of the Improvements or to a Landlord approved mortgagee) without the expressed, written consent of the Landlord, which consent will not be unreasonably withheld. Following completion of the improvements on the Ground Leased Property, Tenant shall have the right to assign or transfer the entire Lease or all its direct or indirect interests in the Lease with the prior written approval of the Landlord, which will not be unreasonably withheld.

Reversion Rights:

If, subject to force majeure, to be reasonably defined in the Lease, the Tenant has not commenced construction on the Ground Leased Property within thirty-six (36) months following the Lease Commencement Date, the Landlord shall have the right to terminate the Lease, with the Property reverting to the Landlord.

Indemnifications:

Tenant shall indemnify Landlord, the City and its assigns and its officers and directors for all damages and costs resulting from: (a) construction work; (b) operation, maintenance, management, operation of the property; (c) actions or failures to act by Tenant or Subtenant; (d) accidents or damages occurring on or around the property; (e) Tenants obligations; (f) liens, encumbrances or claims against the property; (g) default of Tenant; (h) administrative and judicial proceedings; and (i) claims of brokerage commissions.

Late Charges:

Any late charge for any payments due under the lease shall be 5% of that payment. A payment will be considered late when delinquent for 30 days.

Insurance Requirements:

Tenant shall provide the following insurance naming the Landlord as a named insured with limits to be detailed in the Lease:

- (a) Commercial General Liability
- (b) Builders Risk Insurance
- (c) Commercial Property Insurance
- (d) Automobile Liability Insurance
- (e) Business Interruption Insurance
- (f) Workers Compensation



Exhibit D

CERTAIN TERMS AND CONDITIONS – LAND EXCHANGE AGREEMENT

1. Within three (3) business days after the execution of the Land Exchange Agreement, Developer shall deposit in an interest-bearing escrow account with a mutually acceptable escrow agent \$400,000.00, to serve as a good faith deposit (the "Good Faith Deposit"). Interest earned on the Good Faith Deposit will accrue to the City.
2. A due diligence period shall commence upon execution of the Land Exchange Agreement by both parties, and shall end on that date agreed to by the parties in the Land Exchange Agreement (the "Land Exchange Due Diligence Period"). During the Land Exchange Due Diligence Period, both the City and the Developer shall be entitled to examine the property it is receiving in the land exchange, at each party's sole cost and expense. The parties shall reasonably cooperate with each other in connection with physical inspection of the properties, review of title, and environmental and zoning review and analysis. Each party shall deliver to the other due diligence materials, of the type specified in the Land Exchange Agreement, to facilitate review of the properties. Developer shall have the right to terminate the Land Exchange Agreement during the Land Exchange Agreement Due Diligence Period for any reason or no reason, upon such termination the Good Faith Deposit shall be refunded to the Developer, less and except the City's reasonable direct expenditures.
3. The Good Faith Deposit shall be refunded to Developer at closing for deposit into the Public Purpose Fund (or shall be directly deposited in the Public Purpose Fund, at the discretion of the City), unless any of the following events occurs: (a) Developer defaults under the Land Exchange Agreement; (b) if an overlay is approved by Mayor and Council for the approved design of the Project, Developer requests any further administrative variances for the Project from the City that differ from what is contemplated by this LOI/what is agreed to in the Land Exchange Agreement, or (c) Developer fails or refuses to provide documents or items reasonably available to Developer that are requested by the City in good faith during the Land Exchange Due Diligence Period. The Land Exchange Agreement will contain a provisions that if, following the Land Exchange Agreement Due Diligence Period, the Developer requests a Material Modification to the Project, the City will be entitled to terminate the Land Exchange Agreement and receive the Good Faith Deposit. A "Material Modification" shall mean changes that result in a decrease of more than 10% of the Project's minimum commercial square feet as listed in the Land Exchange Agreement. This minimum includes rooftop, patio, and active use multifamily public spaces.
4. The Land Exchange Agreement will provide that, subject to applicable closing conditions, in the event Developer defaults under its obligation to close as provided in the Land Exchange Agreement for any reason other than the City's failure or refusal to close pursuant to the terms of the Land Exchange Agreement, notwithstanding the Developer's satisfaction of all conditions precedent to the City's obligation to close, the Good Faith Deposit shall be paid to the City as liquidated damages. In such event, the City's receipt of the Good Faith Deposit shall be its sole remedy and such amount shall constitute full and complete liquidated damages. In the event the City defaults under the Land Exchange Agreement and



fails or refuses to close the land exchange despite Developer having satisfied all conditions to closing, then Developer shall be entitled to remedies to be set forth in the Land Exchange Agreement.

5. Approval of the land exchange and the transactions evidenced by this letter of intent generally by the Roswell City Council shall be an absolute condition to the execution of the Land Exchange Agreement.

6. During the Land Exchange Due Diligence Period, the City and the Developer shall negotiate in good faith the Definitive Agreements. Agreement by the parties on the substance of these documents shall be a condition to each party's obligation to close.

7. In addition to the foregoing, the following shall be additional conditions to the City's obligation to close the land exchange:

(a) Developer shall have fully negotiated its construction contract with its general contractor, and be in a position to execute the construction contract at the closing.

(b) Developer shall have fully negotiated its design contract with its architect, and be in a position to execute the architectural contract at the closing.

(c) Developer shall close its construction for the Project financing simultaneously with the land exchange.



Exhibit E

CERTAIN TERMS AND CONDITIONS – DEVELOPMENT AGREEMENT

The City and the Developer shall enter into a Development Agreement which will address expectations about the phasing of the development of the Project, development fees, a development timeline, and shall provide project detail and address any common infrastructure. The Development Agreement will also address parking components paid for by the City, easements for construction of the Project including Developer's perpetual rights to the to certain spaces within the parking deck, cross-easements for parking access, and shared maintenance of any common elements.

The City will cooperate on the construction of certain infrastructure improvements to be built and paid for by the Developer, including but not limited to (i) the design, engineering and construction of a private storm water detention vault (the "Vault"), (ii) utilities associated with serving the project and (iii) the relocation of five (5) existing utility poles currently located in the City Right of Way along Hill Street (the "ROW") to underground utility conduits. The Vault will be sized to accommodate the entirety of the Project.

The Developer shall relocate five (5) utility poles to underground utility conduits and install sidewalk pavers approved by the City.

As to the relocation of the utility poles, the City will cooperate to identify carriers on such poles (and negotiate transfer to the underground conduit) and identify and provide location for such conduits in the ROW and, if necessary, under Hill Street. The Developer hereby agrees to pay the related costs to design and construct the underground conduit and removal of the overhead poles.

The Developer shall not pursue certificate of occupancy for residential components of the Project prior to completion of core and shell of the commercial components.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9464

MEETING DATE: December 9, 2024

DEPARTMENT: Administration

ITEM TYPE: Resolution - Close on Property

Approval of a Resolution authorizing the Mayor and/or City Administrator with the City Attorney to close on the purchase of property at 1080 Holcomb Bridge Road with approval of a Master Lease and Management Agreement regarding same and budget amendment BA31532101-11-25-24.

Item Summary:

On August 1, 2024, the City of Roswell entered into a Purchase and Sale Agreement (PSA) with SugarOak Roswell Summit LLC (the "Seller") to purchase 1080 Holcomb Bridge Road, known as the Roswell Summit as the location of the new public safety headquarters.

The PSA was amended to extend the due diligence period through December 11, 2024. The PSA contemplated a price of \$8,000,000 with a charitable gift of property by the Seller as well as the Master Lease back to the Seller of Building 200 and Property Management Agreement for approximately four years.

During due diligence, the City prepared a property operations plan along with all the necessary closing documents, including the Master Lease and Management Agreement.

Financial Impact:

Upon approval of the budget amendment, funding in the amount of \$8,000,000 will be available from the 2023 bond proceeds authorized by referendum. Staff has estimated the operating costs for the property to be \$70,000 for the month of December 2024.

Recommended Motion:

Motion to approve a Resolution authorizing the Mayor and/or City Administrator with the City Attorney to close on the property located at 1080 Holcomb Bridge Road with approval of a Master Lease and Management Agreement regarding same and budget amendment BA31532101-11-25-24.

Agenda Item (ID # 9464)**Presented by:**

David Davidson, City Attorney

**STATE OF GEORGIA
COUNTY OF FULTON**

December 9, 2024

**RESOLUTION TO AUTHORIZE CLOSING ON THE PURCHASE OF THAT
CERTAIN PROPERTY LOCATED AT 1080 HOLCOMB BRIDGE ROAD WITH APPROVAL
OF A MASTER LEASE AND MANAGEMENT AGREEMENT REGARDING SAME**

WHEREAS, the City of Roswell, a municipal corporation of the State of Georgia, has contracted to acquire that certain parcel of land at 1080 Holcomb Bridge Road, Tax Parcels 12 229005380654 and 12 229005380605 and more particularly as described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the owner of said land and the City have completed due diligence and negotiated a Master Lease with terms in substantial conformity with Exhibit “B” attached hereto and a Management Agreement in substantial conformity with Exhibit “C” attached hereto; and

WHEREAS, the Mayor and City Council have determined that such purchase shall be for office space for essential public safety personnel, but that the buildings do not meet the definition of an “essential building” under the International Building Code; and

WHEREAS, the corporate powers of the City, as stated in Section 1.03 of the Charter of the City of Roswell, allow the City to acquire real property; and

WHEREAS, Georgia Law, O.C.G.A. § 36-81-3 (d)(1), budget “amendment shall be adopted by ordinance or resolution”:

NOW, THEREFORE, the Mayor and Council do hereby adopt a Resolution as follows:

1.

The Mayor or City Administrator together with the City Attorney are authorized, on behalf of the City of Roswell, Georgia, to close on the property and execute necessary documents to acquire the property at a purchase price not to exceed \$8,000,000.00 plus taxes and normal and customary costs of closing with cost being funded by 2023 bond proceeds as is necessary and allowed; and

The City of Roswell, Georgia hereby adopts a budget amendment in FY 2024 6 Month Budget to transfer \$8,000,000 within the 2023 bond proceeds from 2023 recreation bond proceeds to 2023 public safety bond proceeds based on timing of projects. This action will not alter or change the total amount as voter approved of each bond after the final tranche of funding.

The Mayor and Council deem the buildings on such property to not be essential under the International Building Code; and

The Mayor and/or the City Administrator together with the City Attorney are authorized to execute a Management Agreement and a Master Lease on behalf of the City provided they are in substantial conformity with Exhibit “B” and Exhibit “C” attached hereto in connection with the purchase of said property.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 9th day of December, 2024.

Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080


First American
**Commitment for Title Insurance
Georgia - 2021 v. 01.00 (07-01-2021)**

Commitment No. NCS-1228295-ATL

File No. NCS-1228295-ATL

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 538 OF THE 1ST DISTRICT, 2ND SECTION, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND (1/2" REBAR) AT THE NORTHERN MOST END OF THE MITERED INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF HOLCOMB BRIDGE ROAD, STATE ROUTE 140 (VARIABLE WIDTH RIGHT OF WAY) WITH THE EASTERLY RIGHT OF WAY OF DOGWOOD ROAD (HAVING A 30 FOOT RIGHT OF WAY WIDTH), FROM SAID POINT OF BEGINNING AS THUS ESTABLISHED, THENCE ALONG THE EASTERLY RIGHT OF WAY OF DOGWOOD ROAD, NORTH 42 DEGREES 19 MINUTES 11 SECONDS EAST, A DISTANCE OF 557.79 FEET TO AN IRON PIN FOUND (1/2" REBAR) ON THE SOUTHERLY RIGHT OF WAY OF OLD HOLCOMB BRIDGE ROAD (HAVING A 60 FOOT RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY, SOUTH 76 DEGREES 56 MINUTES 49 SECONDS EAST, A DISTANCE OF 266.20 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE FOLLOWING A COUNTERCLOCKWISE CURVE WITH AN ARC DISTANCE OF 159.91 FEET, HAVING A RADIUS OF 3,874.00 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 07 MINUTES 49 SECONDS EAST, 159.90 FEET TO AN IRON PIN FOUND (1/2" REBAR) ON THE WESTERLY RIGHT OF WAY OF OLD DOGWOOD DRIVE, FORMERLY KNOWN AS GRIMES BRIDGE ROAD, (HAVING A 100 FOOT RIGHT OF WAY WIDTH); THENCE ALONG SAID RIGHT OF WAY, SOUTH 00 DEGREES 13 MINUTES 18 SECONDS EAST, A DISTANCE OF 573.36 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE LEAVING SAID RIGHT OF WAY, NORTH 64 DEGREES 01 MINUTES 47 SECONDS WEST, A DISTANCE OF 200.00 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE SOUTH 00 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 247.80 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE SOUTH 68 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.87 FEET TO AN IRON PIN SET (1/2" REBAR); THENCE SOUTH 21 DEGREES 15 MINUTES 53 SECONDS WEST, A DISTANCE OF 3.63 FEET TO AN IRON PIN SET (1/2" REBAR) ON THE NORTHERLY RIGHT OF WAY OF HOLCOMB BRIDGE ROAD; THENCE ALONG SAID RIGHT OF WAY, FOLLOWING A CLOCKWISE CURVE WITH AN ARC DISTANCE OF 142.19 FEET, HAVING A RADIUS OF 1692.95 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66 DEGREES 10 MINUTES 16 SECONDS WEST 142.15 FEET TO A R/W MONUMENT; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 26 DEGREES 10 MINUTES 19 SECONDS EAST, A DISTANCE OF 2.00 FEET TO A R/W MONUMENT; THENCE CONTINUING ALONG SAID RIGHT OF WAY, FOLLOWING A CLOCKWISE CURVE WITH AN ARC DISTANCE OF 516.39 FEET, HAVING A RADIUS OF 1690.95 FEET, SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 55 DEGREES 04 MINUTES 46 SECONDS WEST, 514.39 FEET TO AN IRON PIN FOUND (1/2" REBAR); THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH 46 DEGREES 19 MINUTES 49 SECONDS WEST, A DISTANCE OF 39.92 FEET TO AN IRON PIN FOUND (1/2" REBAR) ON THE SOUTHERN END OF THE MITERED INTERSECTION; THENCE NORTH 28 DEGREES 12 MINUTES 51 SECONDS WEST, A DISTANCE OF 32.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE LAND CONVEYED BY RIGHT OF WAY DEED FROM ROSWELL GA HIGH RISE LLC TO CITY OF ROSWELL, DATED FEBRUARY 4, 2014, FILED JULY 16, 2014, AND RECORDED IN DEED

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50151613 (8-18-22)

Page 8 of 13

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080



First American

Commitment for Title Insurance
Georgia - 2021 v. 01.00 (07-01-2021)

BOOK 53999, PAGE 20, FULTON COUNTY, GEORGIA RECORDS.

FURTHER LESS AND EXCEPT THE LAND CONVEYED BY RIGHT OF WAY DEED FROM SUGAR OAK ROSWELL SUMMIT, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, TO DEPARTMENT OF TRANSPORTATION, DATED DECEMBER 2, 2022, FILED JANUARY 18, 2023, AND RECORDED IN DEED BOOK 66479, PAGE 521, FULTON COUNTY GEORGIA RECORDS.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Form 50151613 (8-18-22)

Page 9 of 13

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

MASTER LEASE AGREEMENT**BY AND BETWEEN****THE CITY OF ROSWELL, GEORGIA** (as Landlord)**AND****SUGAROAK ROSWELL SUMMIT, LLC** (as Tenant)**DATED**

October ____, 2024

Exhibit
B

MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (this “Lease”) is dated as of October ____, 2024 (the “Effective Date”), by and between **THE CITY OF ROSWELL, GEORGIA**, a Georgia municipal corporation (the “Landlord”), and **SUGAROAK ROSWELL SUMMIT, LLC**, a Virginia limited liability company (the “Tenant”).

RECITALS:

A. Landlord is the owner of certain real property located in the City of Roswell, Fulton County, Georgia located at 1080 Holcomb Bridge Road, Roswell, Georgia, consisting of two parcels having Fulton County Parcel ID Numbers 12 229005380605 and 12 229005380654, and containing certain improvements, including two (2) multi-story commercial office buildings and appurtenant parking areas, landscaping, common areas, and infrastructure (collectively, the “Office Project”), as further identified on **Exhibit A** hereto.

B. Landlord acquired the Office Project from SugarOak Roswell Summit, LLC (“Prior Owner”) concurrently with the date hereof pursuant to that certain Purchase and Sale Agreement dated effective August 1, 2024 (as amended, the “Purchase Agreement”), with the intention of renovating and improving the Office Project after closing for Landlord’s internal governmental use.

C. As further accommodation to Landlord under the Purchase Agreement, Prior Owner agreed to cause Tenant, an affiliate of Prior Owner, to enter into this full service lease with Landlord at closing on the Purchase Agreement in order to (i) maintain, lease and operate portions of the Office Project as a multi-tenant office building and (ii) manage certain existing tenants of the Office Project, until such time as Landlord is ready to take over the property for Landlord’s internal governmental use.

D. Accordingly, Landlord desires herein to grant and lease to Tenant, and Tenant desires herein to accept and assume from Landlord, a master lease of those certain portions of the Office Project set forth herein, together with an assignment of all existing leases in the Office Project, all pursuant to the terms and conditions herein.

AGREEMENT:

In consideration of the sum of One and 00/100 Dollar (\$1.00), the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties hereto, Landlord and Tenant hereby enter into this Lease and agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Land: That certain portion of the lot or parcel of land or portion thereof on which Building 200 (as defined herein) is located with an address of 1080 Holcomb Bridge Road, Roswell, Georgia, and being portions of the parcels having Fulton County Parcel ID Numbers 12

229005380605 and 12 229005380654, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

1.2 Adjacent Property: That certain lot or parcel of land or portion thereof adjacent to the Land on which Building 100 (as defined herein) is located with an address of 1080 Holcomb Bridge Road, Roswell, Georgia and being certain remaining portions of Fulton County Parcel ID Numbers 12 229005380605 and 12 229005380654 that are not included in the Land, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

1.3 Building 200 Premises: That certain building located on the Land known as Building 200 ("Building 200"), all as such is further described on **Exhibit A-1** attached hereto and incorporated herein by this reference, but specifically excluding the Land, the Adjacent Property, and the Landlord Exclusive Space.

1.4 Building 100 Premises: Only those certain portions of the building located on the Adjacent Property known as Building 100 ("Building 100") consisting of Suites ____, ____ and ____, containing approximately ____, ____ and ____ square feet respectively, which Building 100 Premises are currently as of the date hereof subject to the Building 100 Leases, all as such is further described on **Exhibit A-2** attached hereto and incorporated herein by this reference.

1.5 Premises: Collectively, the Building 200 Premises and the Building 100 Premises.

1.6 Building 200 Tenants: Collectively, all those certain tenants in the Building 200 Premises as of the date hereof pursuant to the Building 200 Leases.

1.7 Building 100 Tenants: Collectively, all those certain tenants in the Building 100 Premises as of the date hereof pursuant to the Building 100 Leases.

1.8 Building Tenants: Collectively, the Building 200 Tenants and the Building 100 Tenants.

1.9 Building 200 Leases: All of those existing office space leases within the Building 200 Premises as of the date hereof which are identified on **Exhibit B** attached hereto and incorporated herein by this reference.

1.10 Building 100 Leases: All of those existing office space leases within the Building 100 Premises as of the date hereof which are identified on **Exhibit B** attached hereto and incorporated herein by this reference.

1.11 Building Leases: Collectively, the Building 200 Leases and the Building 100 Leases.

1.12 Term: Commencing on the Commencement Date and expiring December 31, 2028 (the "Expiration Date"). Notwithstanding the foregoing, the Term with respect to the Building 100 Premises shall expire upon the date that the last of the Building 100 Leases have been either relocated to the Building 200 Premises pursuant to Section 3.3, or have been earlier terminated or expired.

- 1.13 Commencement Date: The Effective Date.
- 1.14 Base Rent: Valuable consideration equal to One and 00/100 Dollar (\$1.00).
- 1.15 Broker: SugarOak Realty, LLC, a Virginia limited liability company (representing Tenant).

1.16 Landlord Address for Notices:

City of Roswell
38 Hill Street
Roswell, GA 30075
Attn.: David Davidson, Esq.

with a copy to: Parker, Hudson, Rainer & Dobbs LLP
303 Peachtree Suite NE, Suite 3600
Atlanta, GA 30308
Attn.: Christine N. Schneider

1.16 Tenant Address for Notices:

SugarOak Roswell Summit, LLC
c/o Union Land & Management Co.
481 Carlisle Drive
Herndon, VA 20170
Attn.: Philip Nickles

with a copy to: Odin, Feldman & Pittleman, PC
1775 Wiehle Avenue, Suite 400
Reston, VA 20190
Attn.: Ellen Farrell Sharpe, Esq.

ARTICLE 2 PREMISES; SUBLEASES

2.1 Premises. Landlord hereby lets and leases the Premises to Tenant, and Tenant hereby accepts and leases the Premises from Landlord, for the Term and upon the terms and conditions stated herein. Tenant and its subtenants, employees and representatives shall further have rights to use all parking areas, roadways and driveway, sidewalks and other common areas and appurtenances to the Premises, subject to the terms and restrictions contained herein.

2.2 Transfer of Building Leases. For and during the Term only, and subject to the terms and provisions herein, Landlord hereby further transfers and assigns to Tenant, and Tenant further hereby accepts and assumes from Landlord, Landlord's right, title, and interest in all Building 200 Leases and all Building 100 Leases, which shall hereafter shall be deemed subleases to this Lease, together with all security deposits, other instruments of security, and guarantees given

thereunder (“Security Deposits”). Upon the expiration or earlier termination of this Lease, Tenant shall re-assign, and convey to Landlord the Building Leases and all other subleases within the Premises then existing, together with the Security Deposits, and all other security deposits thereto. The Building Leases and Security Deposits are transferred and assigned by Landlord to Tenant hereunder without representation or warranty whatsoever.

ARTICLE 3

TERM; DELIVERY; RELOCATION OF BUILDING 100 TENANTS

3.1 Commencement; Delivery. The terms and conditions of this Lease shall be effective as of the Effective Date. The Term shall commence on the Commencement Date and expire on the Expiration Date. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date in AS IS, WHERE IS condition, without representation or warranty whatsoever, and subject to all Building Leases.

3.2 Relocation of Building 100 Tenants. Tenant shall cause all Building 100 Tenants to relocate their office premises from Building 100 to Building 200 not later than December 31, 2024. Tenant shall have the right to enter into any lease amendments or modifications or other agreements with the Building 100 Tenants to cause such relocation (“Relocation Amendments”), subject to Landlord’s approval. Landlord shall not unreasonably withhold, condition or delay its approval of any Relocation Amendment for Building 100 Tenants provided that the term of such Building 100 Lease being relocated is not extended in the Relocation Amendment beyond the Expiration Date of this Lease (i.e., if the term of such Building 100 Lease currently extends beyond the Expiration Date and is not modified in the Relocation Amendment to extend such sublease’s term further, then Landlord shall consent to Relocation Amendment for the same sublease term). Notwithstanding the foregoing, Landlord shall have no obligation to approve any terms contained in a proposed Relocation Amendment that modify the term of such sublease to extend it either beyond the Expiration Date (if the term does not currently) or extends it further beyond the Expiration Date (if the term already expires after such date). Tenant shall be responsible for all costs and expenses related to moving subtenants from Building 100 to Building 200, including, without limitation, relocation costs, concessions, renovation costs, and build-out costs (collectively, the “Relocation Costs”).

3.4 Landlord Early Termination Option. Notwithstanding anything to the contrary contained herein, Landlord shall have the right at any time after the eighteen (18) month anniversary of the Effective Date to terminate this Lease prior to the Expiration Date (“Early Termination Option”) by providing prior written notice to Tenant (“Early Termination Notice”) in accordance with this Section 3.4. In order to exercise the Early Termination Option, Landlord must (i) provide to Tenant the Early Termination Notice thirty (30) days prior to the requested date of early termination (the “Early Termination Date”), and (ii) within ten (10) days after delivery of the Termination Notice to Tenant, pay to Tenant the Early Termination Payment (as defined below), in both cases time being of the essence. If the Early Termination Notice and Early Termination Payment are not so given and received, Landlord’s exercise of the Early Termination Option shall be deemed not effective. Upon the due delivery to Tenant of the Early Termination Notice and payment of the Early Termination Fee, this Lease shall terminate and expire on the date that is thirty (30) days after delivery to Tenant of the Early Termination Notice. The effectiveness of Landlord’s exercise of the Early Termination Right shall be subject the delivery

to Tenant of a termination fee (the "Lease Termination Fee") equal to:

- i. For any existing subleases that are not in default or delinquent, the present value of all uncollected future rents payable under existing subleases in the Premises in place upon the Early Termination Date (excluding any Landlord Subleases [as defined in Section 7.4 hereof]), assuming fixed rent escalations identified in the sublease and discounted to present value using a discount rate of 6.5%; plus
- ii. With respect to any Landlord Subleases, the present value (using a discount rate of 6.5%) of the lesser of: (a) with respect to any Landlord Sublease with a sublease term remaining of less than twelve (12) months upon the Early Termination Date, all uncollected future rents payable by Landlord for the remaining term under such Landlord Sublease, and (b) with respect to any Landlord Sublease with a sublease term of twelve (12) months or more, exactly twelve (12) months of future rents payable by Landlord under such Landlord Subleases; plus
- iii. Any unamortized leasing commissions and tenant improvement costs that may have been incurred by Tenant for Building Leases renewals or amendments and new subleases entered into during the Term (costs to be amortized over the term of such the sublease or renewal, not including free rent periods, at the discount rate of 6.5%), but excluding any tenant improvement costs that may have been incurred by Tenant with respect to any such Landlord Sublease.

In the event Landlord desires to exercise the Early Termination Right, upon written request from Landlord, Tenant shall promptly provide a certified, updated rent roll to Landlord for purposes of calculating the Lease Termination Fee. It shall be Landlord's obligation to timely request in writing the updated rent roll for purposes of exercising the Early Termination Option. If Landlord properly exercises the Early Termination Option, the parties shall promptly enter into an amendment to this Lease terminating the Lease as of the Early Termination Date.

ARTICLE 4 BASE RENT

4.1 Payment. Tenant shall pay Landlord the Base Rent on or before the Commencement Date.

4.2 Full Service. Except as expressly set forth otherwise in Article 5 below, this Lease shall be deemed a full service lease, and all maintenance, repair and restoration of the Premises, the provisions of utilities, insurance and services, the payment of taxes, and any other obligations that may be necessary or incurred in connection with the operation, management or use of the Premises that are not the responsibility of any Building Tenants or expressly the responsibility of Tenant hereunder shall be performed and payable by Landlord and Landlord's obligation pursuant to this Lease.

4.3 Revenue. Notwithstanding anything to the contrary contained herein, Tenant shall

have the right to sublease all portions of the Premises and retain all revenue collected and/or accrued from all Building Leases and all other subleases and other operations on the Premises, subject to the terms herein. To the extent that Tenant collects any revenue attributable to operating expenses or real estate taxes that are charged to Building Tenants but paid for by Landlord, those payments shall be remitted to Landlord in accordance with Sections 5.1, 5.3 and 5.6 hereof. Landlord shall have no liability or responsibility hereunder for vacant sublease space within the Premises.

ARTICLE 5 OPERATING EXPENSES, UTILITIES, AND REAL ESTATE TAXES

5.1 Operating Expenses. The parties hereby acknowledge and agree that it is their intent that all costs and expenses to maintain, repair, restore, manage and operate the Premises shall be borne by Landlord, except for those limited expenses that are expressly allocated to Tenant on the chart attached hereto as **Exhibit D** and incorporated herein by this reference (“Operating Expense Responsibility Chart”), including without limitation Landlord Exclusive Space (which is Landlord’s sole responsibility pursuant to Section 6.2 herein). Landlord shall be responsible for paying all expenses to operate, manage, repair, restore, and replace the Premises, and Tenant shall have no obligation therefor. Notwithstanding the foregoing, Landlord shall have no obligation to pay or reimburse Tenant for any operating expenses of the Premises which are payable by Building Tenants under the Building Leases.

5.2 Utilities. Promptly after the Commencement Date, Tenant shall cause the electricity service for the Building 200 Premises to be placed in Tenant’s name in accordance with the Operating Expense Responsibility Chart. All other Landlord Utilities (as defined below) for the Premises shall be in Landlord’s name and Landlord’s responsibility, except as required to be in the name of Building Tenants under the Building Leases. Commencing on the Commencement Date and continuing throughout the Term, and except as otherwise payable by any Building Tenant or allocated to Tenant in the Operating Expense Responsibility Chart, Landlord shall pay all costs of Landlord Utilities utilized in or for the Premises. For purposes of this Lease, the term “Landlord Utilities” or “Landlord Utility” shall mean water, sewer, and any other utility or utilities from time to time serving the Premises (except electricity for the Building 200 Premises), including, without limitation, any connection, tap-in, taxes, or assessments related to such utilities or transfer fees and electricity for the Building 100 Premises.

5.3 Real Estate Taxes. Beginning on the Commencement Date and continuing throughout the Term, Landlord shall be responsible for the timely payment to the appropriate taxes authority of all Real Estate Taxes applicable to the Premises (to the extent Landlord is not exempt therefrom). All Real Estate Taxes shall be paid by Landlord (if applicable) when due and prior to any lien being placed on the Premises, and Landlord shall be solely responsible for any late payment penalties and/or interest. For purposes of this Lease, the term “Real Estate Taxes” shall mean all general and special real estate taxes paid upon or in respect of the Premises or any portion thereof; any metropolitan district water and sewer charges and other governmental charges which customarily are part of the real estate tax bill issued by the governmental authorities charged with such responsibility; and all taxes or other charges imposed in lieu of any such taxes. Notwithstanding the foregoing, Tenant shall pay to Landlord any reimbursement of pro rata

portions of Real Estate Taxes paid by Building Tenants under the Building Leases.

5.4 Personal Property Taxes. Commencing on the Commencement Date, and except as allocated to Tenant in the Operating Expense Responsibility Chart or payable by Building Tenants under Building Leases, Landlord shall be liable for all taxes levied against personal property and trade fixtures utilized in or on the Premises for its operation, maintenance, repair and management.

5.5 Payment. Landlord shall pay all operating expenses, utilities, taxes and other amounts payable by Landlord hereunder within thirty (30) days of receipt of invoice therefor from Tenant (if reimbursing Tenant), or when due (if invoiced by third parties).

5.6 Reconciliation for Operating Expense Reimbursements by Building Tenants. Within ninety (90) days after the conclusion of each calendar year, (i) Landlord shall use reasonable efforts to furnish Tenant with a detailed statement of the actual operating costs for the year incurred by Landlord for the Premises; (ii) Tenant shall provide to Landlord a detailed statement of actual operating costs for the year incurred by Tenant for the Premises; and (iii) Tenant shall use reasonable efforts to provide to Landlord a detailed statement of reimbursements of operating costs and taxes due for such year from Building Tenants under the Building Leases, and the amount of such reimbursements actually received by Tenant from the Building Tenants for such year ("Reconciliation Statements"). Within thirty (30) of receipt by Landlord and Tenant of all Reconciliation Statements, the parties shall agree on the allocation of operating expenses for the Premises between Landlord and Tenant pursuant to this Lease, and an adjustment shall be made between Landlord and Tenant (as applicable) with payment to or repayment by either party (as applicable), as the case may require, within thirty (30) days of such agreement.

ARTICLE 6

USE OF PREMISES; COMMON AREA; LANDLORD EXCLUSIVE SPACE

6.1 Permitted Use. Tenant shall have the right to use the Premises for the subleasing and operation as a multi-tenant commercial office building (the "Permitted Use"). Tenant shall not use the Premises for any unlawful purpose and shall comply at its expense with all present and future laws, ordinances, regulations, and orders concerning the use and occupancy of the Premises for the Permitted Use. Notwithstanding the foregoing, Landlord shall be responsible for ensuring that the Premises complies with all laws, rules, regulations and orders, and shall bear the cost of ensuring such compliance unless any non-compliance is the result of (i) the actions of Tenant in violation of this Lease, which would be the Tenant's responsibility hereunder, or (ii) the actions of any Building Tenant in violation of such Building Tenant Lease, which would be the Building Tenant's responsibility under the Building Tenant Lease.

6.2 Use of Common Areas. Landlord grants to Tenant and its subtenants, and their agents, employees and invitees, the non-exclusive right, together with Landlord, to use the driveways, parking areas, lobby areas, elevators, stairwells, multitenant corridors, telephone closets, conduit, landscaped areas, and other areas of the Office Project not included within the Premises that may be needed to operate the Premises and the Building Leases therein (the "Common Area") during the Term. Notwithstanding the foregoing, in no event shall the Common

Area include the Landlord Exclusive Space. Tenant shall have the right to grant use of any Common Area to its subtenants and their agents, employees and invitees in accordance with the Building Leases.

6.3 Landlord Exclusive Space.

A. Notwithstanding anything to the contrary contained herein, the parties hereby acknowledge that certain portions of the common and parking areas of the Office Project identified on **Exhibit C** are reserved for the exclusive use and control by Landlord for the parking, storage and use of police and other municipal vehicles and equipment ("Landlord Exclusive Space"). Landlord shall have the right to install barriers, secured access and signage on such Landlord Exclusive Spaces to reflect that such spaces are exclusive to Landlord and subject to Landlord's exclusive control. Tenant shall ensure that all rules and regulations applicable to the Premises under this Lease and all future Building Leases (not in effect as of the date hereof) contain provisions acknowledging the exclusive nature of the Landlord Exclusive Space. Notwithstanding the foregoing (and without limitation of Tenant's other rights herein to the Common Areas), Landlord hereby covenants that the Building 200 Tenants shall have access to parking spaces within the parking areas serving Building 200, that the parking spaces adjacent to the Holcomb Bridge Road entrance may be shared with visitors to Building 100, and that Landlord shall provide to Tenant and its subtenants such rights to park and access the Office Project as may be necessary to comply with the terms of the Building Leases.

B. Any employee or principal of Tenant, management staff, leasing staff, vendor, and any other individual requiring access to the Landlord Exclusive Space (including employees, agents and invitees of Building Tenants) must pass Roswell Police Department background checks, fingerprinting, and security/awareness training. The costs of the Roswell Police Department background check shall initially be \$35 per person, and shall be paid in advance by the person subject to the background check, and not by the Landlord. In the event such requirements are not satisfied, escorts will be required for access to certain designated restricted areas of the Landlord Exclusive Space.

C. Tenant shall have no obligation to maintain, insure, repair, replace, restore, or provide utilities or services to the Landlord Exclusive Space whatsoever, all of which shall be performed and provided by Landlord at its sole cost, risk, and expense. Landlord shall maintain the Landlord Exclusive Space in good, clean, vermin free, and orderly condition.

D. Landlord's use of the Landlord Exclusive Space shall be at Landlord's sole cost, risk, and expense. Neither Tenant nor any of Tenant's officers, directors, managers, employees, contractors, suppliers, consultants, agents, invitees, or guests (collectively, "Tenant Entities") shall be liable for and Landlord waives any claims against Tenant Entities for injury or damage to the person or the property of Landlord, Landlord's equipment, Landlord's employees, contractors, invitees, customers or any other person in or about the Landlord Exclusive Space from any cause whatsoever. In furtherance of and without limitation to the foregoing, Tenant shall under no circumstances be liable for injury to Landlord's municipal operations, for any loss of income or profit therefrom or any indirect, consequential, or punitive damages occurring to Landlord or Landlord's equipment located at the Landlord Exclusive Space or access to or from the Landlord Exclusive Space.

ARTICLE 7
ASSIGNMENT AND SUBLEASING; LANDLORD SUBLEASE OPTION

7.1 Assignment. Except as set forth expressly otherwise herein, Tenant shall not assign this Lease or any of Tenant's rights or obligations hereunder to any entity without the written consent of Landlord, which consent shall be given in Landlord's sole and absolute discretion. Notwithstanding the forgoing, Tenant shall have the right to assign this Lease to an affiliate, subsidiary or parent of Tenant or to any entity owned and/or controlled by Philip Nickles ("Permitted Assignment").

7.2 Subleasing. Notwithstanding anything to the contrary contained herein, Tenant shall have the right to enter into new subleases of any portion of the Building 200 Premises and amendments or modifications to any Building 200 Leases (including Building 100 Leases that are relocated to Building 200), and may otherwise enter into subleases to new subtenants, amend and modify all existing and future subleases, terminate all existing and future subleases, and otherwise conduct subleasing operations for any portion of the Building 200 Premises, subject to Landlord's written approval, which shall not be unreasonably withheld, conditioned or delayed except as set forth below. Landlord's approval of any subleases in the Premises shall be subject to the following parameters:

- (a) Tenant shall not have the right to enter into new subleases for any portion of the Building 100 Premises after the Building 100 Leases have been terminated, expired or relocated to Building 200; the intent being that Tenant's lease of the Building 100 Premises shall last for only so long as the Building 100 Tenants remain in Building 100 in accordance with Section 3.3 above.
- (b) Landlord may withhold consent to any proposed sublease in its sole discretion if the proposed use of the sublease space violates Landlord's prohibited uses set forth on **Exhibit E** attached hereto and incorporated by this reference ("Prohibited Uses and Subtenant Security Requirements"), or the owners or officers of the proposed subtenant do not pass any required Background Check pursuant to the Prohibited Uses and Subtenant Security Requirements.
- (c) Landlord may reasonably withhold consent to any proposed sublease if the proposed sublease term extends beyond the Term of this Lease, either through the initial term or through a subtenant's unilateral renewal option set forth in the proposed sublease. For any proposed sublease with a term that extends beyond the Term of this Lease, Tenant shall provide to Landlord a letter of intent, a draft sublease agreement, a list of the owners and officers of the proposed subtenant, and a description of any proposed tenant improvement work. Landlord shall approve or disapprove of such proposed sublease not later than ten (10) days after the date the request for approval and all background materials are received. If the proposed sublease is approved, Tenant shall provide Landlord with a draft of the least prior to execution for its final review and approval.
- (d) Landlord shall provide its approval, conditional approval or denial of any proposed sublease which (i) does not include a term that extends beyond the Term of this Lease,

and (ii) does not violate the Prohibit Uses and Subtenant Security Requirements within two (2) business days following the business day on which such approval request from Tenant is received by Landlord, and in the event Landlord fails to respond to such request within the aforementioned time period, such approval shall be deemed granted. For subleases that do not include a term that extends beyond the Term of this Lease, Tenant shall provide Landlord with a request for approval including only a letter of intent and/or sublease agreement that identifies the proposed use of the sublet space, and a list of the owners and officers of the proposed subtenant. Once approved by Landlord, Tenant shall not agree to a change in such subtenant's proposed use or any change to the owners and officers of subtenant (unless such new owners and officers pass the Background Check).

- (e) All requests by Tenant to Landlord for approval of any subleases or modification or amendments to subleases pursuant to this Article 7 shall be directed to the Roswell City Attorney via e-mail sent to _____.

7.3 Building 100 Subleasing. Notwithstanding anything to the contrary contained herein, Tenant shall not have the right to enter into any new sublease, or modification of existing Building 100 Lease, except as necessary to achieve the relocation of such subtenant in accordance with Section 3.3; the intent being that the lease of the Building 100 Premises shall terminate and expire as soon as all existing Building 100 Leases are relocated to Building 200, terminated or expired.

7.4 Landlord Option to Sublease. Tenant hereby grants to Landlord the right to sublease any vacant and available space within the Building 200 Premises upon no less than five (5) business days' prior written notice to Tenant ("Option to Sublease"). Such Option to Sublease shall be subject to the rights of then-existing subtenants to any such vacant space. Upon Landlord's exercise of its Option to Sublease, the parties shall work together in good faith to agree upon a sublease agreement based on Tenant's standard form lease and the business terms mutually agreed upon by the parties ("Landlord Sublease"). Notwithstanding the forgoing, the parties hereby agree that the initial base rent for any Landlord Sublease shall be ninety-five percent (95%) of the average per square foot base rental rate then being charged to the then-existing subtenants of the Building 200 Premises at the time Landlord enters into any Landlord Sublease, and shall not include the payment by Landlord of any leasing commissions. Landlord will accept the premises in any Landlord Sublease in "as is" condition, and Tenant shall have no obligation to make any improvements or alterations to such premises, unless expressly agreed to otherwise by the parties.

7.5 Tenant Deliveries. Not later than five (5) business days following the full execution of any new Building Lease or any amendment to a Building Lease, Tenant shall deliver a copy of the fully executed document to Landlord for its files. Not later than January 31 of each year, Tenant shall deliver to Landlord an updated rent roll for Building 200.

ARTICLE 8 MAINTENANCE AND REPAIRS; CAPITAL IMPROVEMENTS

8.1 The parties hereby acknowledge and agree that it is their intent that this Lease shall be deemed a full service lease. Landlord shall at all times maintain the Premises and Land in good

repair and condition consistent with similar first class office buildings in the Roswell, Georgia market. All costs and expenses to maintain, repair, and restore the Premises and Land shall be borne by Landlord, except for those limited expenses that are expressly allocated to Tenant on the Operating Expense Responsibility Chart or are the responsibility of Building Tenants pursuant to Building Leases. Landlord shall be responsible for timely paying all expenses to repair, restore, and replace the Premises and appurtenances thereto (including parking areas and improvements on the Land), and Tenant shall have no obligation therefor. Notwithstanding the foregoing, Landlord shall have no obligation to pay or reimburse Tenant for any repairs, maintenance or restoration which are payable by Building Tenants under and Building Leases.

8.2 Subject to any such obligations of Building Tenants under any Building Leases, Landlord shall repair, maintain and replace all of the elements of the Premises and Land as deemed necessary in order to keep the Premises and Land in good repair and condition (normal wear and tear excepted) and in compliance with all laws, rules, regulations and ordinances ("Laws") and all obligations set forth in the Building Leases, including without limitation: the roof, structure, building systems, equipment and fixtures in the Premises; exterior and interior of all walls; all windows and doors; the parking areas, concrete pads, driveways, loading docks, drive-in bays, and landscaping; dumpsters and building trash removal; snow and ice removal; and pest control. Landlord shall be responsible for cleaning and janitorial service for Building 100, other than any space within Building 100 that is subject to this Lease. Any capital repairs, maintenance, and/or replacements made by Landlord to Building 200 shall be subject to Tenant's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Landlord shall be responsible at its sole cost and expense for any damage, repairs, or restoration to the Premises due to Landlord's use of the Landlord Exclusive Space, including the moving, replacement, relocation, and transportation of any heavy equipment to or from the Landlord's Exclusive Space over the remainder of the Premises, the installation and removal of barriers and signage, and the operation and use of the Landlord Exclusive Space.

8.3 Tenant shall have the right, without Landlord's consent, but upon notice to Landlord, to perform such alterations and improvements to Building 200 or the premises of any Building 200 Tenant as Tenant deems reasonably necessary or is obligated to perform under any Building 200 Lease; provided, however, that Tenant shall obtain Landlord's prior written consent to any structural alterations, or alterations to building systems or Common Areas, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant agree to permit the Building 200 Tenants (and any subtenants and occupants) to perform subtenant improvements and alterations to such parties' respective subleased space to the extent expressly permitted in such Building 200 Tenant's Building Lease. All alterations and improvements performed by Tenant shall nevertheless be conditioned upon Tenant: (i) acquiring all applicable governmental permits; and (ii) complying with all conditions of any permits and with Laws and all provisions of this Lease applicable to alterations and improvements.

8.4 Tenant shall not permit mechanic's or other liens to be placed upon the Building Premises or Tenant's leasehold interest in connection with any work or service done by or for the benefit of Tenant (except for work contracted for by Landlord or liens resulting from Building Tenants). If a lien is so placed, Tenant, within ten (10) business days after notice from Landlord, (a) shall discharge the lien (by bonding or otherwise), (b) shall deliver to Landlord satisfactory evidence thereof, and (c) shall indemnify and hold harmless Landlord from any loss incurred in

connection therewith. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall, within ten (10) days after receipt of an invoice from Landlord, reimburse Landlord for any amount paid by Landlord, including reasonable attorneys' fees, to bond or insure over the lien or discharge the lien.

8.5 Upon expiration or termination of each of the existing Building 100 Leases, this Lease with regard to those portions of the Building 100 Premises that are vacated shall be deemed terminated and thereafter under the sole dominion and control of Landlord. Landlord shall be entitled to conduct renovation and restoration work in all portions of the Building 100 that are not occupied by Building 100 Tenants. Landlord agrees to use reasonable efforts not to disturb the remaining Building 100 Tenants in connection with any ongoing construction in Building 100 for Landlord's benefit.

8.6 Subject to the Building 200 Leases and restrictions on access by or through the landlord contained therein, upon no less than one (1) business day prior notice to Tenant, Landlord shall have the right to access the Building 200 Premises for purposes of conducting inspections during ordinary business hours (Monday through Friday, 9:00 am through 5:00 pm).

ARTICLE 9 SIGNS

9.1 Landlord and Tenant hereby acknowledge and agree to the existing signage on the exterior of the Building 200 Premises, including the Building 200 exterior signage, which may be changed or updated from time to time with the names of Building 200 tenants. Following Landlord approval thereof, Tenant shall have the right to install, and permit the installation by Building 200 Tenants, additional exterior signage permitted by law and permitted in such Building 200 Lease. All signage at the Premises shall be maintained by Tenant (or Tenant shall cause the applicable Building Tenants and other subtenants and occupants installing such signage, as applicable, to maintain such signage) in good repair and condition during the Term. All costs of signage not the responsibility of Building Tenants shall be borne by Tenant or Landlord in accordance with the Operating Expenses Responsibility Chart.

9.2 For Building 200, Tenant may further install a Building directory in the Building 200 lobby at its sole cost, if it so desires, and building standard signage at the entrance to each suite in Building 200. Landlord shall not be liable for any inconvenience or damage occurring as a result of any error or omission in any Building sign, directory or graphics thereon.

ARTICLE 10 SURRENDER

10.1 Upon the expiration of the Term or earlier termination hereunder, Tenant shall (i) remove from the Premises all of Tenant's personal property as Tenant elects (which shall expressly exclude the property of any subtenant or occupant of the Premises whose sublease term extends beyond the Term) and surrender possession of the Premises to Landlord in "as is" condition, and (ii) convey, assign, and transfer to Landlord all remaining Building Leases and all other subleases

within the Premises then existing, together with all remaining the Security Deposits and all other security deposits thereto. Any personal property of Tenant not removed within ten (10) days following the expiration or earlier termination of the Lease shall be deemed to have been abandoned by Tenant and to have become the property of Landlord and may be retained or disposed of by Landlord as Landlord shall desire, in accordance with applicable law. All Alterations shall remain on the Premises upon the expiration or earlier termination of this Lease and shall be deemed part of the Premises and Landlord's property at such time, and Tenant shall not remove any such Alterations.

ARTICLE 11 INSURANCE

11.1 Landlord shall maintain throughout the Term at Landlord's sole cost: (1) commercial general liability insurance, to include premises and completed operations coverage, broad form property damage coverage, personal injury coverage, and blanket contractual liability coverage insuring the obligations of Landlord hereunder and the obligations assumed by Tenant under this Lease, all on a primary and occurrence basis; (2) all-risk property damage insurance, including flood and earthquake (if applicable), for full replacement cost value for the improvements on the Premises; and (3) if required by law, worker's compensation insurance. Commercial liability coverage shall include a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) general aggregate limit. Worker's compensation insurance shall carry minimum limits as defined by the law of the jurisdiction in which the Building is located (as the same may be amended from time to time). An umbrella liability policy may be used to supplement primary insurance limits to comply with the minimum limits required herein. All such insurance shall: (1) be issued by a company that is licensed to do business in the jurisdiction in which the Premises is located; (2) name Tenant as an additional insured, and/or loss payee, as applicable; (3) contain an endorsement that such insurance shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any person or entity prior to the occurrence of a loss; and (4) be primary and non-contributory. Landlord shall deliver a certificate of all such insurance to Tenant concurrently with Tenant's execution of this Lease and at least annually thereafter.

11.2 Tenant shall maintain during the Term in addition to Landlord's insurance: (x) commercial general liability insurance covering Tenant's obligations hereunder, on a non-contributory basis, with liability insurance limits of not less than One Million Dollars (\$1,000,000) per occurrence, with a Two Million Dollar (\$2,000,000) general aggregate limit, (y) business income and extra expense combined insurance; and (y) worker's compensation insurance in accordance with statutory requirements.

11.3 To the extent not expressly prohibited by any applicable laws, Landlord and Tenant, on behalf of themselves and their insurers waive, release, and discharge each other from all claims or demands whatsoever arising out of damage to or destruction of the Premises, or loss of use of the Premises or any party thereof, occasioned by fire or other casualty, regardless of whether any such claim or demand results from the negligence or fault of either party, or otherwise, and regardless of whether such insurance is actually maintained and whether such claim or loss would otherwise be covered but for such party's deductible, and regardless of the cause or origin of the damage involved.

11.4 Tenant shall require in all future Building Leases that Building Tenants obtain adequate insurance coverage, and shall obtain certificates of insurance evidencing same.

ARTICLE 12 LIABILITY; INDEMNIFICATION

12.1 Except with regard to the gross negligence or willful misconduct of Tenant, Tenant, its employees and agents shall not be liable to Landlord for any damage, injury, loss or claim based on or arising out of any cause whatsoever (except as otherwise provided in this Lease), including, without limitation, the following: repair to any portion of the Premises; interruption in the use of the Premises or any equipment therein; any accident or damage resulting from any use or operation of heating, cooling, electrical, sewerage, or plumbing or mechanical equipment or apparatus; termination of this Lease by reason of damage to the Premises; fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any Building Tenant or subtenant (including Landlord under a Landlord Sublease); anything in or about or with regard to the Landlord Exclusive Space; failure or inability to furnish any service specified in this Lease; and leakage in any part of the Premises from water, rain, ice, snow or other cause that may leak into, or flow from, any part of the Premises or the Land, or from drains, pipes or plumbing fixtures in the Premises or the Land. If any condition exists which may be the basis of a claim of default or failure by Tenant hereunder, then Landlord shall give Tenant written notice thereof and a reasonable opportunity (of no less than 10 days) to correct such condition. Any property placed by Landlord in or about the Premises shall be at the sole risk of Landlord, and Tenant shall not in any manner be responsible therefor. Notwithstanding the foregoing provisions of this Section, Tenant shall not be released from liability to Landlord for any injury, damages, claim, costs, and expenses caused by Tenant's willful misconduct or gross negligence. Notwithstanding the foregoing, in no event shall the foregoing limitation of Tenant's liability modify, reduce, or waive the indemnification and hold harmless obligations of Tenant expressly stated elsewhere herein.

12.2 Tenant shall indemnify, defend upon request and hold Landlord harmless from and against, all costs, damages, claims, liabilities, expenses (including reasonable attorneys' fees), losses, and court costs suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part, the use and occupancy of the Premises by Tenant or Tenant's business conducted therein, and the gross negligence or willful misconduct of Tenant, except to the extent of the negligence or willful misconduct of Landlord.

ARTICLE 13 CASUALTY AND CONDEMNATION

13.1 Restoration after Damage by Casualty. If this Lease is not terminated in accordance with Section 13.2 below, if the Premises or any portion thereof is damaged or destroyed by fire or other casualty insured against pursuant to this Lease ("Casualty"), Landlord shall diligently commence to settle its insurance claims and restore the Premises, but shall not be obligated to restore any Alterations, furniture, fixture, equipment, or other Personal Property that is not required by any Building Leases.

13.2 Termination by Tenant after Damage by Casualty. Tenant shall have the right to terminate this Lease on thirty (30) days prior written notice to Landlord if: (i) insurance proceeds

are unavailable or materially insufficient to restore the Premises as required by this Lease; (ii) Landlord is not permitted by law to rebuild the damaged improvements in substantially the same form as existed before the Casualty; (iii) restoration or repairs will take more than one hundred (180) days, or (iv) more than fifteen percent (15%) of the building or other improvements within the Premises is otherwise damaged to such an extent as to require restoration.

In the event the Lease is terminated under this Section 13.2, Tenant shall promptly comply with the provisions of the Lease applicable to the expiration of the Premises (except that Tenant shall not be required to repair or restore any damages caused by the Casualty), Landlord shall be required to pay to Tenant the Termination Fee in accordance with Section 3.4 (except that such Termination Fee shall be calculated as if no casualty had occurred), and the parties shall be relieved of any further obligation hereunder accruing after the termination date.

13.3 Condemnation. If all or a material portion (in Tenant's sole reasonable determination) of the Premises is taken or condemned to an extent that Tenant is unable to continue to use the Premises in the manner and for the purpose for which they were leased (as determined in Tenant's reasonable judgment), Tenant shall have the option to terminate the Lease on written notice given to the Landlord within sixty (60) days of notification of such taking, and such termination shall be effective on the date on which Tenant is obligated to yield possession. In the event Tenant terminates this Lease pursuant to the foregoing, Landlord shall be required to pay to Tenant the Termination Fee in accordance with Section 3.4 (except that such Termination Fee shall be calculated as if no condemnation had occurred), all compensation awarded for such taking of the fee and the leasehold shall belong to the Landlord (and Tenant assigns any such rights thereto to Landlord), but Landlord shall not be entitled to any portion of any award made separately to Tenant for Tenant's leasehold interest, the cost of removing its personal property, and any other award that does not reduce any award to Landlord. In the event that a partial condemnation occurs and the Lease is not terminated, the portion of the Premises condemned shall cease to be part of the Premises and Tenant shall be entitled to that portion of the condemnation award applicable to the loss of Tenant's leasehold interest in the condemned property.

ARTICLE 14 DEFAULT

14.1 By Tenant.

A. An "Event of Default" by Tenant is any one or more of the following: (a) Tenant's failure to materially perform or observe any other term, covenant, or condition of this Lease required to be performed by Tenant, which failure continues for thirty (30) days after Landlord delivers written notice thereof to Tenant; (b) an Event of Bankruptcy as specified in Section 14.3 below; or (c) Tenant's dissolution or liquidation. Notwithstanding the foregoing, if any default or failure by Tenant is not objectively capable of being cured within the time period set forth above, and Tenant initiates cure within such time period, Tenant shall have a reasonable period of time not to exceed ninety (90) days to comply with the applicable term, covenant, or conditions of the Lease.

B. If an Event of Default by Tenant occurs, Landlord shall, prior to exercising any other remedies available to Landlord under this Lease, perform or cause to be observed such term, covenant, or condition of this Lease unperformed or unobserved by Tenant which cause such

Event of Default (“Self-Help”). Landlord’s costs to exercise Self-Help hereunder shall be payable by Tenant to Landlord upon demand. In the event Self-Help is not available to cure any Event of Default by Tenant, or if an Event of Default by Tenant remains after Landlord has exercised its right to Self-Help hereunder, Landlord shall have the right to exercise the Early Termination Option set forth in Section 3.4 herein (including during the first 18 months of the Term) upon delivery of the Early Termination Notice and payment of the Early Termination Fee; provided, however, if the Event of Default by Tenant is the direct result of an intentional, material breach by Tenant of its obligations under this Lease, then Landlord shall have the right to reduce the Lease Termination Fee by Landlord’s direct, actual costs, expenses, and damages suffered as a result of such intentional, material default.

C. For purposes of this Lease, the term “Event of Bankruptcy” shall mean (a) Tenant’s, or any general partner (a “General Partner”) of Tenant’s becoming insolvent, as that term is defined in Title 11 of the United States Code (the “Bankruptcy Code”), or under the insolvency laws of any state (the “Insolvency Laws”); (b) appointment of a receiver or custodian for any property of Tenant or a General Partner, or the institution of a foreclosure or attachment action upon any property of Tenant or a General Partner; (c) filing of a voluntary petition by Tenant or a General Partner under the provisions of the Bankruptcy Code or Insolvency Laws; (d) filing of an involuntary petition against Tenant or a General Partner as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within sixty (60) days after filing, or (2) results in the issuance of an order for relief against the debtor; or (e) Tenant’s or a General Partner’s making or consenting to an assignment for the benefit of creditors or a composition of creditors.

14.2 By Landlord. An “Event of Default” by Landlord is Landlord’s failure to materially perform or observe any other term, covenant, or condition of this Lease required to be performed by Landlord, which failure continues for thirty (30) days after Tenant delivers written notice thereof to Landlord. Notwithstanding the foregoing, if any default or failure by Landlord is not objectively capable of being cured within the time period set forth above, and Landlord initiates cure within such time period, Landlord shall have a reasonable period of time not to exceed ninety (90) days to comply with the applicable term, covenant, or conditions of the Lease. If an Event of Default by Landlord occurs, Tenant shall have the right to pursue all rights and remedies that may be available at law or in equity.

14.3 Waiver of Lien Rights. Landlord hereby expressly waives any lien rights or security interest that Landlord may have, statutorily or otherwise, on Tenant’s inventory, equipment, and all other personal property belonging to Tenant located on the Premises.

ARTICLE 15 ESTOPPEL

15.1 Landlord and Tenant shall, within fifteen (15) days of request, deliver to the other party, or to any entity identified by the other party, an estoppel certificate in a form reasonably satisfactory to such party certifying: (a) that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and stating the modifications); (b) the dates to which rent and any other charges have been paid; (c) that to the best of such party’s

knowledge, Landlord and Tenant are not in default in the performance of any obligation (or specifying the nature of any default); (d) the address to which notices are to be sent; and (e) such other factual matters as may be request. Any such estoppel certificate delivered pursuant hereto may be relied upon by any owner, prospective purchaser, mortgagee, or prospective mortgagee of the Premises or the requesting party's interest therein.

ARTICLE 16 GENERAL PROVISIONS

16.1 Quiet Enjoyment. Landlord covenants that if Tenant shall perform timely all of its obligations, then, except as otherwise provided in this Lease, Tenant shall during the Term peaceably and quietly occupy and enjoy possession of the Premises without hindrance by Landlord or anyone claiming through Landlord.

16.2 Entire Agreement. This Lease contains the entire agreement of the parties and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, and discussions between the parties. This Lease may be changed in any manner only by a written instrument signed by both parties.

16.3 No Agency. Nothing contained in this Lease shall be construed as creating any relationship between Landlord and Tenant other than that of landlord and tenant and in no event shall Tenant be deemed to be an agent of Landlord, or Landlord be an agent of Tenant, in connection with this Lease.

16.4 Brokers. Landlord and Tenant each represents and warrants to the other that in connection with this Lease it has not employed or dealt with any broker, agent, or finder other than the Broker, who represented Tenant. Tenant shall pay Broker pursuant to the terms of a separate written agreement. Tenant shall indemnify, defend, and hold Landlord harmless from and against any claim, costs, or damage due to a breach of the representation and warranty of Tenant herein.

16.5 WAIVER OF JURY TRIAL; VENUE. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, CLAIM, OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD-TENANT RELATIONSHIP, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE. Landlord and Tenant waive any objection to the venue of any action filed in any court of Fulton County, Georgia, and waive any right under the doctrine of forum non conveniens or otherwise to transfer any such action filed in any such court to any other court.

16.6 Notices. All notices or other required communications shall be in writing and shall be deemed duly given only when delivered in person (with receipt therefor), via hand delivery or overnight mail, or when sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (a) if to Landlord, at the Landlord Address for Notices, and (b) if to Tenant, at the Tenant Address for Notices. Either party may change its address for the giving of notices by notice given in accordance with this Section. Any notice sent pursuant to this Section 16.6 shall be deemed delivered (i) upon delivery, if hand delivered, (ii) upon deposit with the courier, if sent by overnight courier, and (iii) three (3) business days after deposit with the US Postal Service if sent by certified or registered mail. Requests for approval regarding proposed

Building 200 Tenants and Building 200 Leases shall be submitted to the Roswell City Attorney and to _____ by e-mail, with the subject line reading, in all capital letters "REQUEST FOR LEASE APPROVAL – ROSWELL SUMMIT."

16.7 Severability. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision or its application to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar thereto, and the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected.

16.8 Gender. Any reference herein to one gender shall refer to all other genders, and any reference to plural or singular shall be substituted for the other number, in any place in which the context may require.

16.9. Successors and Assigns. The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns, subject to the provisions herein restricting assignment or subletting.

16.10 Governing Law. This Lease shall be governed by the laws of the jurisdiction in which the Premises are located.

16.11 Headings. Headings are used for convenience and shall not be considered when construing this Lease.

16.12 Effectiveness. The submission of a copy of this document to Landlord by Tenant, or to Tenant by Landlord, shall not constitute an offer or option to lease. This Lease shall become effective and binding only upon full execution and delivery by both Landlord and Tenant.

16.13 Time of the Essence. Time is of the essence with respect to each obligation of Tenant and Landlord.

16.14 Counterparts; Electronic Signatures. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or signed electronically (such as through DocuSign) will be binding upon the party transmitting such signature and such party will not use as a defense against the enforceability of this Lease the lack of an original signature.

16.15 Recordation. Tenant shall have the right to record a memorandum or short form of this Lease in the land records for the jurisdiction in which the Premises are located at Tenant's sole cost and expense. Landlord agrees to execute and notarize any such short form or memorandum at no additional cost within ten (10) days of request from Tenant. In the event Tenant elects to record a memorandum of this Lease, Tenant covenants and agrees to execute and deliver an original release in recordable form of the memorandum or short form of Lease not later than five (5) business days following the earlier to occur of the Expiration Date or the Early Termination Date.

16.16 Survival. Tenant's and Landlord's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

16.17 Force Majeure. If Landlord or Tenant is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for the time necessary to compensate for the period of such delay or prevention.

16.18 Attorneys' Fees. Should either party institute any legal proceeding against the other party for breach of any provision herein contained and prevail in such action, the losing party shall be liable for the costs and expenses of the prevailing party, including its reasonable attorneys' fees (at all tribunal levels).

SIGNATURES APPEAR ON FOLLOWING PAGE

[Remainder of Page Intentionally Left Blank]

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal as of the date first above written.

LANDLORD:

THE CITY OF ROSWELL, GEORGIA,
a Georgia municipal corporation

By: _____ (SEAL)
KURT M. WILSON, Mayor

By: _____ (SEAL)
NANCY SAVIANO LONG, City Clerk

TENANT:

SUGAROAK ROSWELL SUMMIT, LLC,
a Virginia limited liability company

By: _____ (SEAL)
PHILIP NICKLES, Manager

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

EXHIBIT ADESCRIPTION OF THE LAND AND ADJACENT PROPERTY

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

Exhibit A-1Description of Building 200 Premises

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

Exhibit A-2Description of Building 100 Premises

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

EXHIBIT B**BUILDING LEASES****Building 100 Leases:**

1. [Lease] between SugarOak Roswell Summit, LLC and [Sentinel Offender Services LLC] dated ____, for the premises known as ____, [as amended by ____].

Building 200 Leases:

1. [Lease] between SugarOak Roswell Summit, LLC and [_____] dated ____, for the premises known as ____, [as amended by ____].

EXHIBIT C
LANDLORD EXCLUSIVE SPACE

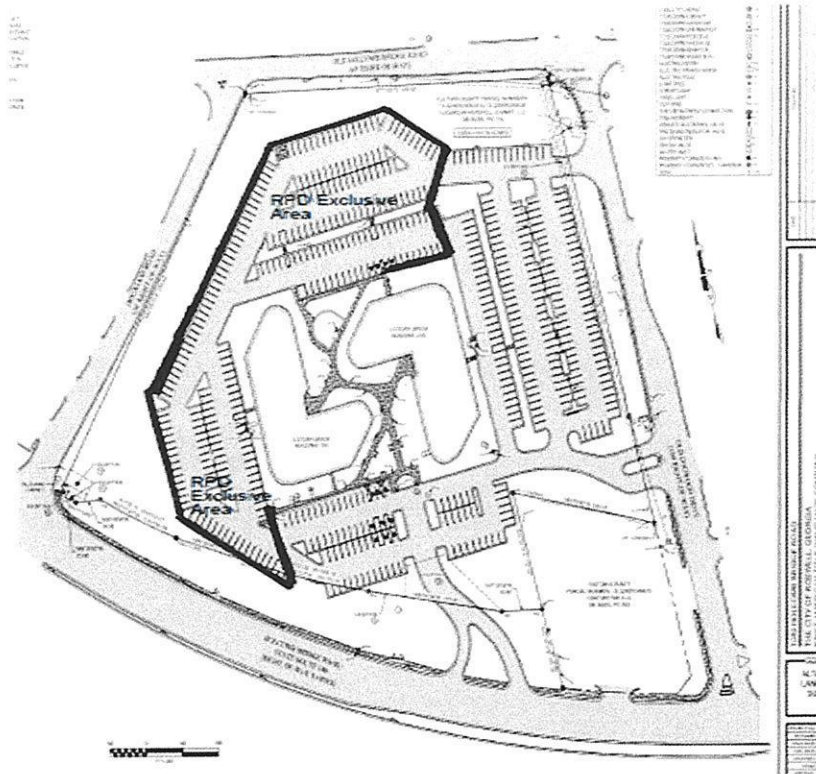


EXHIBIT D**OPERATING EXPENSES RESPONSIBILITY CHART**

INITIAL SCHEDULE OF OPERATING EXPENSE RESPONSIBILITIES

Roswell Summit**Operating Expense Responsibilities**

Landlord/Owner

Tenant

Manager

City of Roswell

SugarOak Roswell Summit, LLC

Sugaroak Management Services, LLC

Utilities

Electric - Account 30650-00083

Electric - Account 30448-00065

Water - Meter 70138850

Storm Water - acct 34102703

Refuse

Janitorial

Janitorial Contract - building 100

Janitorial Contract - building 200

Cleaning Supplies - Building 100

Cleaning Supplies - Building 200

Window Washing - Building 100

Window Washing - Building 200

Grounds

Ground Maintenance

Other Landscaping

Interior Plants - Building 100

Interior Plants - Building 200

HVAC

HVAC Contract - 100

HVAC Contract - 200

HVAC Repair - 100

HVAC Repair - 200

Elevator

Responsible		
Landlord	Tenant	Manager

X		
	X	
X		
X		
X		
X		
	X	
X		
	X	
X		
X		
X		
X		
X		
X		

Elevator Contract - 100	x		
Elevator Contract - 200	x		
Elevator Repairs - 100	x		
Elevator Repairs - 200	x		
Elevator Inspection/permit - 100	x		
Elevator Inspection/permit - 200	x		
Life Safety			
Fire Alarm Contract - 100	x		
Fire Alarm Contract - 200	x		
Fire Alarm Repair - 100	x		
Fire Alarm Repair - 200	x		
Fire System Inspection/permit - 100	x		
Fire System Inspection/permit - 200	x		
Sprinkler System Repair - 100	x		
Sprinkler System Repair - 200	x		
Security System Contract - 100	x		
Security System Contract - 200		x	
Security System Repairs - 100	x		
Security System Repairs - 200		x	
Security Services		x	
General Maintenance			
Electrical Repairs - 100	x		
Electrical Repairs - 200	x		
Plumbing Repairs - 100	x		
Plumbing Repairs - 200	x		
Plumbing Supplies - 100	x		
Plumbing Supplies - 200	x		
Light Bulbs - 100	x		
Light Bulbs - 200	x		
Window Repair - 100	x		
Window Repair - 200	x		
General Maintenance - 100	x		
General Maintenance - 200	x		
Maintenance payroll - 100	x		
Maintenance payroll - 200	x		
Pest Control - 100	x		
Pest Control - 200	x		
Keys and Locks - 100	x		
Keys and Locks - 200	x		
Telephone - 100	x		
Telephone - 200		x	

Insurance
Real Estate Taxes
Relocation of Building 100 tenants
Buildout in building 200 for building 100 tenants
and Building 200 tenants
Broker commissions for new leases

X		
X		
	X	
	X	
	X	

EXHIBIT E**PROHIBITED USES AND SUBTENANT SECURITY REQUIREMENTS**Prospective Subtenant Security Requirements:

The officers and owners of prospective subtenants of the Premises are subject to background checks conducted by the Roswell Police Department (“Background Check”). If any owner or officer of a prospective subtenant does ‘not pass’ (as defined herein) the Background Check, or decline to be subjected to a Background Check, Landlord reserves the right to withhold its consent to a sublease to the entity owned or governed by such party. Landlord shall run all Background Checks within one (1) business day of a request by Tenant. A party shall be deemed to ‘not pass’ a Background Check if such party (a) has had a felony conviction or (b) has committed a crime of moral turpitude within the past ten (10) years.

Prohibited Uses:

Any resulting in loud noises or offensive odors (including any business using exterior loud speakers) emanating from outside the Premises, or causing a rodent or pest infestation; any use that produces noise or vibrations that can be heard or felt in the other parts of the Building; manufacturing facility; dry cleaner (except facilities for drop off and pick up of clothing cleaned at another location or non-toxic cleaners); used clothing or thrift store or liquidation outlet; adult book shop or adult movie house; mortuary or funeral parlor; cocktail lounge, bar or tavern or sale of alcoholic beverages, whether or not packaged; drug store/pharmacy; place of recreation (including bowling alley, skating rink, carnival, game arcade, gym, health club or exercise facility); church; hotels, motels or other lodging; the business, cultivation, sale or dispensing of cannabis; children’s recreational, educational or day care facility; restaurants; the sale or display of merchandise on the sidewalk within one hundred (100) feet of any Building; distribution or fulfillment centers; and any other use that causes a nuisance to other occupants of the Office Park.

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Agreement") is dated as of the ____ day of October, 2024 (the "Effective Date"), by and between **THE CITY OF ROSWELL, GEORGIA** (hereinafter, "Owner"), and **SUGAROAK MANAGEMENT SERVICES, LLC** (hereinafter, "Manager").

WITNESSETH:

WHEREAS, Owner has concurrently with the date hereof purchased the property located at 1080 Holcomb Bridge Road, Roswell, Georgia, as more particularly described in Exhibit A, attached hereto (the "Property"), together with the buildings located thereon, being known as Building 100 and Building 200 (collectively, the "Buildings"), pursuant to that certain Purchase and Sale Agreement between SugarOak Roswell Summit, LLC ("SugarOak Roswell Summit"), an affiliate of Manager, and Owner, dated effective August 1, 2024, as amended ("Purchase Agreement");

WHEREAS, portions of the Buildings are occupied by certain office space tenants ("Office Tenants") pursuant to office space leases ("Office Leases") assigned to Owner at closing under the Purchase Agreement;

WHEREAS, Owner has further entered into, concurrently with this Agreement and in accordance with the Purchase Agreement, that certain Master Lease Agreement dated of even date herewith (the "Master Lease") with SugarOak Roswell Summit, as master tenant, pursuant to which SugarOak Roswell Summit has leased those certain portions of the Property known as the Building 200 Premises and the Building 100 Premises, as further defined in the Master Lease, in order to (among other things) administer, perform and operate the Office Leases; and

WHEREAS, Owner acquired the Property pursuant to the Purchase Agreement with the intention of renovating and improving the Buildings after closing for Owner's internal governmental use, and desires to engage Manager to manage both Buildings and the Property generally, and Owner's obligations under the Master Lease, in order to maintain the continuity of management and operation of the Property while Owner commences its renovation, improvement and operation of the Property, and until such time as the Buildings are fully occupied by Owner for its use.

AGREEMENT:

NOW THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00), the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the parties hereto, and intending to be legally bound hereby, Owner and Manager agree as follows:

ARTICLE 1

THE PROPERTY

1.01 The Property. This Agreement will govern the management of both Buildings.

ARTICLE 2

COMMENCEMENT DATE

Exhibit
C

2.01 Term of Assignment. Manager's appointment under this Agreement shall begin on the Effective Date and shall end on December 31, 2028 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed from year to year for twelve (12) month periods unless earlier terminated pursuant to the terms herein. Each automatic 12-month renewal period shall be deemed herein a "Renewal Term".

2.02 Owner Early Termination Right. This Agreement shall be terminable at any time by Owner upon sixty (60) days' notice to Manager and payment of the Early Termination Fee (as defined herein) during the Initial Term, and upon thirty (30) days' notice to Manager during any Renewal Term. No Early Termination Fee shall be payable to Manager for any exercise by Owner of its early termination rights hereunder during any Renewal Term. In the event Owner elects to terminate this Agreement prior to the end of the Initial Term, Owner shall pay to Manager a fee (the "Early Termination Fee") equal to the net present value of all future Management Fees payable to Manager for the remainder of the Initial Term, discounted to present value using a discount rate of 6.5%. In addition to the foregoing, Owner shall also be entitled to partially terminate this Agreement for one or the other of the Buildings by giving notice to Manager as provided for herein, but only after the eighteenth (18th) full month of the Initial Term (a "Partial Termination"). In the event of a Partial Termination of this Agreement with respect to one Building only, the Early Termination Fee shall be prorated to reduce the fee by a percentage equal to the proportionate amount of rentable square footage that shall continue under management by Manager pursuant to this Agreement after such early termination.

ARTICLE 3

MANAGER'S RESPONSIBILITIES

3.01 Management-Scope of Services. Manager shall manage, operate, and maintain the Buildings in an efficient and satisfactory manner. Manager shall act in a fiduciary capacity with respect to the proper protection of and accounting for Owner's assets. In this capacity, Manager shall serve Owner's interests at all times. The scope of management services to be performed by Manager with respect to each Building are set forth in Schedule 1, attached hereto and made a part hereof ("Scope of Services"), and are subject to the terms and conditions set forth in this Agreement regarding security, screening of vendors, right to remove services from the Scope of Services and undertake those services independently or using other service providers, and Owner's statutory requirements to secure bids with respect to certain work. All services performed by or at the request of Manager shall be performed in accordance with the terms and conditions set forth in this Agreement.

3.02 Employees; Independent Contractor. Manager shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate, and maintain the Buildings pursuant to the Scope of Services. Manager may upon Owner's prior written approval employ such persons or subcontract for services hereunder, provided that Manager is and shall remain responsible for the performance and quality of the services to be performed hereunder. All matters pertaining to the employment of such employees are the responsibility of Manager, which is in all respects the employer of such employees. Manager shall fully comply or cause to be complied with all applicable laws and regulations having to do with worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects with regard to Manager's employees.

Owner and Manager agree that the current building engineer as of the date of this Agreement, Bryant Lowe ("Existing Building Engineer") shall continue to be employed at the Property during the term of this Agreement pursuant to a fixed monthly fee arrangement as an employee of Owner. Manager agrees that Owner may, at any time after December 31, 2024, direct Manager to terminate the employment of Existing Building Engineer on behalf of Owner with regard to all duties relating to Building 100 (but expressly not Building 200), at which time Owner may designate a replacement employee or independent contractor for this role at Building 100 and Owner shall pay such employee or independent contractor directly. Should Owner desire to terminate

the Existing Building Engineer with respect to Building 100 pursuant to the foregoing right, then the monthly labor fee payable to Existing Building Engineer shall be adjusted accordingly.

Manager shall on Owner's behalf be responsible for retention and supervision of the building engineer, unless Owner elects to terminate the Existing Building Engineer with regard to Building 100 and independently hire a replacement engineer, in which case Owner shall be responsible for retention and supervision of such replacement engineer.

3.03 Intentionally Deleted.

3.04 Compliance with Laws, Mortgages, etc. Manager shall monitor the Buildings for full compliance with federal, state and municipal laws and ordinances. Manager shall promptly remedy on Owner's behalf any violation of any such law, ordinance, rule, regulation or order, which comes to its attention. Manager shall be responsible for full compliance with all terms and conditions contained in the Master Lease, mortgage, deed of trust or other operating or security instruments affecting the Property. Manager shall not be required to make any payment from Manager's own funds on account thereof.

3.05 Budgets.

- (a) Owner and Manager acknowledge and agree that the fiscal year of Owner is January 1 through December 31.
- (b) Attached hereto as Schedule 4 is the approved operating budget for the period from the Effective Date through December 31, 2024 ("Initial Budget")
- (c) Not later than the fifteenth (15th) day of each month, beginning on November 15, 2024 for the budget for the month of December, 2024, Manager shall send to Owner by e-mail to City of Roswell Deputy Finance Director, with a copy to the Director, Environmental/Public Works, in both cases pursuant to the notice addresses in Section 14.03, a proposed monthly budget for the following calendar month. The notice parties for the budget may be updated from time to time by notice from Owner to Manager.
- (d) Manager and Owner shall work together in good faith to finalize the monthly budget. Owner shall make a disbursement to the Operating Account of the full amount of the monthly budget not later than the twenty-fifth (25th) of each month for the following month.
- (e) Not later than the tenth (10th) of the following month, Manager shall provide Owner with a reconciliation of actual expenses and income as compared to the budget for the prior month. In the event Owner has made an overpayment, Manager shall document the overpayment, and Owner's obligation to fund the next monthly budget shall be reduced by the amount of the overpayment. Likewise, if there is a shortfall in the amount in the Operating Account as compared to the amount funded by Owner for the month, the shortfall amount may be added by Manager as a line item in the following month's proposed budget. Notwithstanding the foregoing, Owner shall provide an initial funding of \$10,000 to the Operating Account to reduce the risk of overdrawing the account if there are variances from the approved budget.
- (f) Not later than November 15, 2025, Owner shall provide Manager with the council-adopted budget for the Buildings for fiscal year 2025 (the "2025 Adopted City Budget").

- (g) On September 1 of each calendar year during the Initial Term, beginning on September 1, 2025, and during any Renewal Term, Manager shall prepare and submit to Owner a proposed annual operating budget and, at the discretion of Owner, a proposed capital budget for the Manager's operation, repair and maintenance of the Property for the coming calendar year. Owner will consider the proposed budgets and then will consult with Manager in the ensuing period prior to the commencement of the forthcoming calendar year.
- (h) Manager acknowledges and agrees that, except with regard to the Initial Budget and the 2025 Adopted City Budget, the budget must be finalized (and all negotiations between Owner and Manager completed) not later than October 1 of each calendar year for the forthcoming calendar year in order for the budget to be submitted to, and considered by, the Roswell City Council.
- (i) Manager agrees to use due diligence and to employ all reasonable efforts to ensure that the actual costs of maintaining and operating the Buildings shall not exceed either the monthly budgets or any estimated Capital Budget (as defined herein) pertaining thereto either in total or in any one accounting category.

3.06 Collection of Operating Expense Pass-Throughs, Other Income. Manager shall use diligent efforts to collect all operating expense pass-through amounts from SugarOak Roswell Summit under the Master Lease, if any (including escalation billings resulting from Office Tenant participation in increases in expenses, taxes and common area maintenance charges) and other charges which may become due at any time under the Master Lease or from any Office Tenant or from other services provided in connection with or for the use of the Property or any portion thereof. Owner and Manager shall work together and shall reasonably cooperate with each other to determine whether any operating expense pass-throughs are due from Office Tenants under the Office Leases for each calendar year. Owner shall use good faith efforts to provide Manager with information regarding any expenses for the Buildings that were paid directly by Owner. In no event shall Manager commence legal action or consult legal counsel with respect to collection of past due operating expenses without Owner's prior consent.

3.07 Repairs. Manager shall attend to the making and supervision of all ordinary repairs and alterations. Expenses for material and labor for such purposes will be paid from the Operating Account. Manager understands and agrees that all expenditures in amounts in excess of \$5,000.00 will be subject to the pre-approval of Owner, unless such repair is an emergency repair, as determined in the reasonable business judgment of Manager, in which case Manager shall communicate the need for the emergency repair and the cost of such repair to Owner as soon as reasonably practical.

3.08 Capital Expenditures. Any budget for capital repairs or replacements at the Buildings (each, a "Capital Budget") shall not constitute an authorization for Manager to expend any money, but will be used by Manager and Owner to understand anticipated capital expenses. With respect to the purchase and installation of major items of new or replacement equipment (including, without limitation, heating or air conditioning equipment, floor coverings, and other similar items), Manager shall obtain approval from Owner on a project-by-project basis when Manager believes such purchase or purchases to be necessary or desirable. Manager acknowledges and agrees that in order to comply with statutory procurement requirements, Manager must obtain (a) Owner's prior approval for all capital expenditures in excess of \$5,000.00, and (b) a minimum of three (3) bids for every job in the event the job is expected to cost more than \$10,000.00. In any event, Owner shall engage the contractor for any capital expenditure, shall contract directly with such contractor, and shall independently pay the contractor for the capital expenditure.

For any capital expenditure with a total cost that is anticipated to be One Hundred Thousand (\$100,000.00) or more (a "Major Capital Expenditure"), Manager acknowledges Owner must bid the work through a request for proposal or request for bid process. Owner shall cooperate with Manager in determining which Major Capital Expenditures must be completed, the timing thereof, and the procurement process therefor.

For any construction project in the Buildings, Owner may engage Manager to serve as the construction manager for the project. In the event Owner engages Manager for construction management, the parties shall enter into a separate agreement detailing the scope of work and compensation for such services. Manager shall provide upon Owner's request a detailed bid for construction management services, with fees to be agreed upon based on the scope of the work.

3.09 Service Contracts.

- (a) Manager shall not enter into any service contract with respect to either Building without the prior consent of the Owner. As a condition to obtaining such consent, Manager shall supply Owner with a copy of the proposed contract. Unless otherwise previously approved by Owner, each service contract shall (i) have a term not in excess of one (1) year and (ii) require that the contractor provide evidence of satisfactory insurance coverage and (iii) provide for cancellation without cause and without penalty upon not more than thirty (30) days' written notice.
- (b) Subject to Section 3.02 with regard to the Existing Building Engineer, Owner, in its sole and absolute discretion, without cause, may at any time elect to have Manager terminate a service contract. In the event of such termination, Owner may elect to undertake to contract independently with a service provider for a particular service, or to independently and directly provide such service. Any service contract termination directed by Owner shall be effective as soon as reasonably possible, taking into account the termination provisions of the applicable service contract, but in any event no later than sixty (60) days after Owner first provides notice to Manager of its desire to terminate the service contract and undertake to contract directly with a provider for such services.
- (c) In the event Owner assumes direct responsibility for a service contract or service that was previously managed by Manager and is part of the operating budget, once that service has been transferred to Owner, all expenses for that service shall be removed from the operating budget.

3.10 Building Security and Vendors. Manager acknowledges and agrees that there are certain portions of Building 100 and parking areas of the Property designated by Owner (collectively, "Restricted Areas") that will not be freely accessible by the Manager. Tenants, management staff, leasing staff and vendors requiring access to the Restricted Areas must pass City of Roswell police background checks, and shall be subject to fingerprinting and security awareness training. Manager and Owner agree that the cost of background checks with the City of Roswell police department shall be approximately \$35 and shall be paid for by the vendor. In the event the security requirements have not been satisfied, escorts will be required for access to certain portions of the Restricted Areas. Manager shall use diligent, good faith efforts, subject to the Master Lease, to cause Office Tenants to comply with all restrictions implemented by Owner related to the security of Building 100, including the parking lot barriers installed to enhance security for Building 100.

3.11 Operating Expenses. The initial Schedule of Operating Expense Responsibilities between Owner, SugarOak Roswell Summit under the Master Lease, and Manager is attached hereto as Schedule 5,

and sets forth the initial allocation of responsibility for certain Building operating expenses among the parties. In certain cases, Owner will be billed for and shall be responsible for directly paying for certain operating expenses, subject to the operating budget and the provisions of Section 3.08 hereof. In no event shall Owner or Manager be responsible for payment or reimbursement of any cost or expense that is chargeable to and payable by an Office Tenant under an Office Lease, and in no event shall those amounts be paid for from Owner's funds in the Operating Account (as defined in Section 7.01 hereof) or be Manager's responsibility for payment hereunder. Owner and Manager acknowledge and agree that the Schedule of Operating Expense Responsibilities may change from time to time as the operating budget and Scope of Services changes.

ARTICLE 4

INSURANCE, PROPERTY MANAGER CERTIFICATION

4.01 Owner's Insurance. Owner, at its expense, will obtain and keep in force adequate liability insurance and insurance against physical damage for the Buildings. Manager will be named as an additional insured in all of Owner's liability insurance policies.

4.02 Manager's Insurance. Manager will maintain insurance coverage appropriate for performing the property management services detailed herein, including general liability, automobile liability, and employer's liability and workman's compensation per statutory requirements. Owner will be named as an additional insured in all of Manager's liability insurance policies. The liability insurance limits for Manager's commercial general liability policies shall be not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage, and not less than Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate.

4.03 Property Manager Certification and Bonding. Manager shall hold all required licenses for property management in the State of Georgia, and all Manager employees working on the Buildings shall have the requisite experience and skills required to properly perform their duties. Manager shall ensure at all times that the Buildings are managed in strict compliance with all Georgia laws applicable to fiduciary requirements, including bonding, if applicable.

ARTICLE 5

FINANCIAL REPORTING AND RECORD KEEPING

5.01 Book of Accounts. Manager, in the conduct of its responsibilities on behalf of Owner hereunder, shall maintain adequate, accurate, and up-to-date books and records for the Buildings, the entries to which shall be supported by sufficient documentation or computer records to ascertain that said entries are properly and accurately recorded to the account.

5.02 [Intentionally Deleted]

5.03 Financial Reports. Manager shall record all transactions occurring from the 1st day of the prior month to the last day of the prior month. Reports are to be provided to Owner no later than fifteen (15) calendar days after the end of the above-described accounting period. The reports and the timing for providing the reports are listed on Schedule 3 annexed hereto and made a part hereof. In addition, Manager shall conduct a year-end reconciliation at the end of every calendar year, and shall return to Owner all unexpended funds in excess of the \$10,000.00 initial budgeted reserve not later than March 31 of the following calendar year. Upon termination of the Agreement, all remaining funds in the Operating Account shall be returned to Owner not later than thirty (30) days from the effective date of termination.

ARTICLE 6

OWNER'S RIGHT TO AUDIT

6.01 Audit by Owner. Owner reserves the right for Owner's employees or others appointed by Owner to conduct examination, without notification, of the books and records maintained for Owner by Manager. The books and records for the Buildings shall be kept at a location known to Owner, and Owner or its auditors shall have the right, with reasonable notice, to inspect, copy and audit such books and records at any time during normal business hours, and may request and receive from Manager reasonable, additional back-up documentation of expenditures with respect to the Buildings. In the event Owner chooses to employ an outside auditor to audit the books and records, and the auditor detects errors in the books and records that are materially adverse to Owner, Manager shall reimburse Owner for the reasonable cost of the audit within thirty (30) days following receipt of Owner's invoice therefor; provided; however, that Manager shall not be obligated to pay any such audit costs in excess of Five Thousand Dollars (\$5,000.00) per audit, and in no event shall Manager be responsible for the costs of more than four (4) audits during the Initial Term. As used in this paragraph "materially adverse" shall mean errors that result in the City being overcharged in the aggregate for the period subject to audit by ten percent (10%) or more.

Should Owner's employees or appointees discover either weaknesses in internal control or errors in record keeping, Manager shall correct such discrepancies either upon discovery or within a reasonable period of time.

ARTICLE 7

BANK ACCOUNTS

7.01 Operating Account. Manager shall work with Owner to open, in a bank approved by Owner, a special segregated cash management account that is FDIC insured ("Operating Account") for the Buildings in the following name:

SugarOak Management Services, LLC (Roswell Summit)

Manager agrees that only funds for the management of this Property shall be deposited in the Operating Account, and funds from other properties owned by or under management by Manager shall not be deposited in the Operating Account, and no funds from the Operating Account shall be used for other properties.

ARTICLE 8

PAYMENTS OF EXPENSES

8.01 Manager's Cost to be Reimbursed. All expenditures from the Operating Account shall be clearly labeled by Manager. Owner shall fund the Operating Account on a monthly basis in accordance with the provisions of Section 3.05 hereof.

8.02 Costs Eligible for Payment from Operating Account. Manager may pay monthly budgeted costs directly from the Operating Account, subject to the conditions outlined in Article 3 of this Agreement.

ARTICLE 9

MANAGER'S COST NOT TO BE REIMBURSED

9.01 Non-reimbursable Costs. The following expenses or costs incurred by or on behalf of Manager in connection with the management of the Buildings shall be at the sole cost and expense of Manager and shall not be reimbursed by Owner:

- (a) Cost of forms and other supplies used in Manager's office at any location off the Property.
- (b) Cost of electronic data processing equipment used in Manager's office or any pro rata charge thereon.
- (c) Costs of producing the financial reporting required by Article 5 hereof, including the cost of any third party vendors engaged for the purpose of producing such financial reports.
- (d) The cost, expense, benefits, salary, fringe benefits and other amounts paid to any property manager.
- (e) Any cost or expense incurred in connection with collecting any rents, instituting legal action to evict an Office Tenant or to collect rent from an Office Tenant.

ARTICLE 10

OPERATING ACCOUNT MANAGEMENT

10.01 Operating Account Shortfall. If at any time there is a shortfall in the Operating Account, and the funds therein shall not be sufficient to pay the bills and charges then due and payable with respect to the Buildings, Manager shall submit to Owner a statement of all remaining unpaid bills, together with reasonable supporting documentation and invoices, and a statement of the total anticipated shortfall amount. Owner shall provide sufficient funds to pay any such unpaid bills not later than ten (10) days following Manager's request therefor, which funds shall be deposited in the Operating Account.

10.02 Segregation of Accounts. Manager shall segregate the income and expenses of the Buildings from any other properties managed by Manager. Manager shall prepare financial reporting showing Building 100 and Building 200 separately for all possible categories of expenses and income, as further described in Schedule 3.

ARTICLE 11

MANAGEMENT FEE

11.01 Management Fee. During the Initial Term of this Agreement and during any Renewal Term, the sole and only fee to be paid Manager for all services to be performed and supplied by Manager under the terms and conditions of this Agreement shall, except as otherwise specifically set forth in the Agreement, be as follows: Manager shall be paid a fee of Eight Thousand Five Hundred Dollars (\$8,500.00) per month, payable not later than the 10th of each month (the "Management Fee"). The Management Fee shall be prorated for any partial month. The Management Fee constitutes payment for the property management services described in

this Agreement. Owner and Manager acknowledge and agree that the fees and expenses incurred in connection with construction management, if any, the building engineer, and reimbursement for third party services are otherwise addressed in this Agreement, and shall be billed separately from the Management Fee. The Management Fee shall be paid directly to the Manager and not as part of the monthly operating budget.

ARTICLE 12

SUBSIDIARIES AND AFFILIATES OF MANAGER

12.01 Contracts with Subsidiaries and Affiliates of Manager. Manager shall give Owner written notice of any contemplated contract or lease of any kind whatsoever with any entity in which Manager owns an interest. Manager agrees not to execute any such contract or lease without the prior written approval of Owner. Notwithstanding the foregoing, Owner acknowledges that SugarOak Roswell Summit, as the master tenant under the Master Lease, is an affiliate of Manager, and that such Master Lease is approved hereunder by Owner.

ARTICLE 13

DEFAULT

13.01 Default by Owner. If Owner defaults under, fails to perform, or breaches a provision of this Agreement, and after notice of such default, failure or breach from Manager, does not cure and remedy such failure or breach within thirty (30) calendar days of notice thereof, then upon seven (7) calendar days' additional notice by Manager, Manager may either immediately and unilaterally (without any further notice being required) terminate the Agreement; or in the alternative, pursue against Owner all available rights and remedies at law or in equity under the laws of the State of Georgia to enforce this Agreement.

13.02 Default by Manager. If Manager defaults under, fails to perform, or breaches a provision of this Agreement, and after notice of such default, failure or breach from Owner, does not cure and remedy such failure or breach within ten (10) calendar days of notice thereof, then upon three (3) calendar days' additional notice by Owner, Owner may either (a) terminate this Agreement by providing notice to Manager of termination, which will be effective thirty (30) days after such notice of termination is given, and pay Manager the Early Termination Fee (if any) upon such termination, or (b) exercise self-help rights at its own expense to cure or remedy the default. Manager acknowledges and agrees that with respect to the remedy in (b), the notice period for Manager's failure to make an emergency repair shall be two (2) business days, after which time Owner may exercise self-help rights.

In the event Owner elects to exercise self-help rights in lieu of terminating this Agreement, in accordance with Section 13.02(b) above, Manager shall reimburse Owner for reasonable, third-party expenditures incurred by Owner in connection with Owner's exercise of self-help rights (the "Self-Help Expenditures") in excess of the amounts which Owner would have been responsible for otherwise hereunder. For example, and as illustration only, Owner's costs to repair an HVAC system that Manager failed to get repaired, but which Owner is responsible for under this Agreement, would not be deemed a Self-Help Expenditure, but reasonable, third-party costs incurred by Owner to engage the HVAC contractor and manage the HVAC repairs which otherwise are Manager's responsibility hereunder are Self-Help Expenditures. Any reimbursement by Manager of Owner's Self-Help Expenditures shall be made not later than ten (10) business days after the date Owner provides Manager with detailed invoices for the work performed or the actions taken to cure such default. In the event reimbursement is not timely made by Manager, Owner may offset from payment of the monthly Management Fee the amount of the Self-Help Expenditures until such Self-Help Expenditures have been reimbursed in full.

13.03 General. The parties hereby waive trial by jury in any action, proceeding, or counterclaim, with respect to any matter arising or in connection with this Agreement. If any legal action, arbitration, or other proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and expenses. The phrase "prevailing party" shall include a party who receives substantially all of the relief desired and sought, whether by dismissal, summary judgment, judgment, or otherwise.

ARTICLE 14

GENERAL PROVISIONS

14.01 No Assignment. This Agreement and any and all of the rights and obligations hereunder shall not be assignable by Manager, other than to an entity controlled by, controlling or under common control with SugarOak Roswell Summit, LLC, Manager or any entity owned and/or controlled by Mr. Philip Nickles ("Manager Affiliate") except with the prior approval of Owner. In the event of any such assignment of any or all of the rights and obligations of Manager under this Agreement to any entity other than a Manager Affiliate, Manager shall remain fully liable for the performance of same unless expressly released therefrom by Owner. In the event Manager assigns this Agreement to an unrelated entity without Owner's prior approval, Owner shall also have the option to terminate this Agreement without paying the Termination Fee.

14.02 Consents and Approvals. Owner's consents or approvals may be given only by authorized representatives of Owner, and must be in writing, which consents and approvals may be given in the manners provided in Section 14.03 hereof. Owner's authorized representatives initially shall be the City Attorney for the City of Roswell, Georgia, the City of Roswell City Administrator, or the City of Roswell Deputy City Administrator, and may be updated from time to time by notice from Owner to Manager.

14.03 Notices. Any notices or consents required hereunder shall be in writing, shall be deemed effective upon transmittal if provided in accordance with this Section 14.03, may be transmitted by the parties' respective legal counsel, and shall be transmitted by (a) personal delivery against receipt, (b) a nationally recognized overnight delivery service (such as FedEx or UPS), or (c) electronic mail (provided, however, that in the case of notice by electronic mail, a copy thereof is also provided by one of the other methods for giving notice under this Section 14.03), and in each case shall be addressed to the parties as follows:

Manager:

SugarOak Management Services, LLC
c/o Union Land & Management Co.
481 Carlisle Drive
Herndon, Virginia 20170
Attention: Philip Nickles
Telephone: (703) 435-9335
Email: philipn@sugaroak.com

Copy to:

Odin Feldman Pittleman
1775 Wiehle Avenue,
Suite 400
Reston, VA 20190
Attention: Ellen Farrell Sharpe, Esq.
Telephone: (703) 218-2194
Email: ellen.sharpe@ofplaw.com

Owner:

City of Roswell
38 Hill Street
Roswell, Georgia 30075
Attention: David Davidson, Esq.
Telephone: (770) 594-6183

Copy to:

Parker, Hudson, Rainer & Dobbs LLP
303 Peachtree Street NE, Suite 3600
Atlanta, Georgia 30308
Attention: Christine N. Schneider
Telephone: (404) 420-5535

Email: ddavidson@roswellgov.com

Email: cschneider@phrd.com

For purposes of providing notices under Section 3.05: the City of Roswell Deputy Finance Director, Georgette McCray, at gmccray@roswellgov.com, and to the Director, Environmental/Public Works, Brian Watson, at bwatson@roswellgov.com.

The parties may change the addresses for notice by giving notice of such change in accordance with the provisions of this Section 14.03.

14.04 Pronouns. The pronouns used in this Agreement referring to Manager and Owner shall be understood and construed to apply whether Manager or Owner is respectively an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.

14.05 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provisions of this Agreement.

14.06 State Law. This Agreement is made and executed in and shall be construed under the laws of the State of Georgia.

14.07 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or signed electronically (such as through DocuSign) will be binding upon the party transmitting such signature and such party will not use as a defense against the enforceability of this Agreement the lack of an original signature.

14.08 Time of Essence. Time is of the essence of this Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Management Agreement under seal on the day and year first above written.

OWNER:

THE CITY OF ROSWELL, GEORGIA

By: _____
Name: Kurt M. Wilson
Title: Mayor

Attest: _____
Name: Nancy Saviano Long
Title: City Clerk
(Seal)

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

MANAGER:

SUGAROAK MANAGEMENT SERVICES, LLC

BY: _____
Philip Nickles, President

[COMPANY SEAL]

EXHIBIT A

Property Description

Address: Roswell Summit
1080 Holcomb Bridge Rd
Buildings 100 and 200
Roswell, GA 30076

Attachment: Resolution to authorize closing property at 1080 Holcomb Bridge Road_112524 (Authorization to Close the Purchase of 1080

SCHEDULE 1

Scope of Services

- A. Subject to the terms of the Agreement, the Manager's scope of work for both Buildings, for so long as both Buildings are under management by Manager pursuant to this Agreement, shall be as follows:
1. To prepare a management plan with the Owner that includes an operating budget.
 2. To cause to be hired, paid and supervised all persons necessary to be employed in order to properly maintain and operate the Buildings, including the current building engineer.
 3. To cause the Buildings to be maintained in such condition as may be deemed reasonably advisable by the Owner, and cause routine repairs and incidental alterations of the Buildings to be made, including, but not limited to, electrical, plumbing, carpentry, masonry, and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the Buildings.
 4. To recommend, and with the reasonable approval of the Owner (but in any event subject to the provisions of Section 3.08 of the Agreement), cause all such acts and things to be done in or about the Buildings as shall be necessary or desirable to comply with any and all orders or notice of violations affecting the Buildings placed thereon by any federal, state, county, or municipal authority having jurisdiction.
 5. To enter into all necessary or desirable service contracts for the repair and operation of the Buildings.
 6. To purchase all supplies which shall be necessary to maintain and operate the Buildings in accordance with this Agreement.
 7. To monitor all bills received for services, work and supplies ordered in connection with maintaining and operating the Buildings and pay or cause all such bills to be paid from the Operating Account.
 8. To use its commercially reasonable efforts to collect or cause to be collected all operating expenses and pass through charges from Office Tenants under the Office Lease, subject to the rights of SugarOak Roswell Summit under the Master Lease.
 10. To maintain a system of accounts to which shall be entered fully and accurately each and every financial transaction with respect to the operation of the Buildings by Manager or its employees pursuant to this Agreement. To prepare and render to the Owner monthly statements of operations and other financial statements as set forth on Schedule 3 hereto.
 11. To keep Owner informed of the financial status and physical condition of the Buildings and other items that Owner should reasonably be made aware.
 12. To consider and, when reasonable and consistent with the Master Lease obligations, attend to service and repair requests of SugarOak Roswell Summit or its subtenants.
 13. To cause to be prepared and filed all necessary forms relating to the maintenance and operation of the Buildings required by any federal, state, county or municipal authority having jurisdiction.

14. Subject to the Master Lease, to set up and maintain orderly files containing rent records, insurance policies, leases and subleases, correspondence, receipted bills and vouchers and all other documents, and papers pertaining to the Buildings and the operation and maintenance thereof, the same to be and at all times to remain the property of the Owner, and Manager shall upon request of the Owner make same available to the Owner, and the Owner's accountants and attorneys.
 15. To cooperate with the Owner's accountants and auditors in regard to the annual audit or any periodic audits of the books of account of the Owner and preparation of percentage and escalation rent statements to be delivered to tenants.
 16. To cooperate with Owner's accountants in regard to the preparation and filing on behalf of the Owner of federal, state, city and any other income and other filings required by any governmental authority.
 17. To, when the books of assessed valuations of the taxing authority having jurisdiction over the Buildings are opened for the public inspection in each year, ascertain the assessments of the Buildings and the land on which they are located, report such assessments to the Owner and, if requested by the Owner, cooperate with the Owner's attorneys or other designated representatives in the preparation of applications for correction or appeal of the assessed valuation.
 18. To generally do all things reasonably deemed necessary or desirable for the proper management of the Buildings.
 19. To perform, for the Owner's account and on its behalf, any lawful act and everything lawful and necessary or desirable in order to carry out the Manager's agreements contained in this Agreement. The Manager shall not be obliged to make any advance to, or for the account of, the Owner or to pay any amount except out of funds held or provided aforesaid nor shall the Manager be obliged to incur any extraordinary liability or obligation unless the Owner shall furnish Manager with the necessary funds for the discharge thereof.
 20. To assist SugarOak Roswell Summit under the Master Lease to relocate all tenants from Building 100 to Building 200 not later than December 31, 2024.
 21. To manage the Master Lease between Owner and SugarOak Roswell Summit.
- B. Subject to the terms of the Agreement, Manager's scope of work shall exclude arrangement for or payment of the following services unless and until Owner provides notice to Manager to the contrary, all of which shall otherwise be provided by Owner:

For the remainder of 2024, until further notice: security services and systems for Building 100, telephone for Building 100, and the following utilities for Building 100: electric, water, storm water, refuse, natural gas, and all utility connections fees and deposits relating to those specific utilities.

For Building 200, the following utilities: water, storm water, refuse, and all utility connections fees and deposits relating to those specific utilities.

SCHEDULE 2Intentionally Omitted

SCHEDULE 3

REPORTS

- I. Provided Monthly: To be provided by the fifteenth (15th) of the following month:
- A) Summary report highlighting any management activity and issues.
 - B) Expense listing and copies of all invoices.
 - C) Bank statement for the period, and bank reconciliation.
 - D) Comparison of actual expenses for the month to monthly operating budget.
 - E) Budget/Actual Comparison Statement for year to date.
 - F) Report as required to address any budget variances or other events affecting the Property.
- II. Provided Quarterly:
- A) Monthly expenditures with year -end projections as compared with initial annual operating budget
- III. Revised and Provided When Changes Occur:
- A) Rent Roll
 - B) Service Contract Summary

INITIAL OPERATING BUDGET



Fire Systems Phone - paid annually in July, total of \$1,080 for July 1, 2024 - June 30, 2025
We will prorate this cost on closing statement

SCHEDULE 5

INITIAL SCHEDULE OF OPERATING EXPENSE RESPONSIBILITIES

**Roswell Summit
Operating Expense Responsibilities**

Landlord/Owner

Tenant

Manager

City of Roswell

SugarOak Roswell Summit, LLC

Sugaroak Management Services, LLC

Utilities

Electric - Account 30650-00083

Electric - Account 30448-00065

Water - Meter 70138850

Storm Water - acct 34102703

Refuse

Janitorial

Janitorial Contract - building 100

Janitorial Contract - building 200

Cleaning Supplies - Building 100

Cleaning Supplies - Building 200

Window Washing - Building 100

Window Washing - Building 200

Grounds

Ground Maintenance

Other Landscaping

Interior Plants - Building 100

Interior Plants - Building 200

HVAC

HVAC Contract - 100

HVAC Contract - 200

HVAC Repair - 100

HVAC Repair - 200

Responsible		
Landlord	Tenant	Manager

x		
	x	
x		
x		
x		
x		
	x	
x		
	x	
x		
x		
x		
x		
x		
	x	
x		
x		
x		
x		

Elevator			
Elevator Contract - 100	X		
Elevator Contract - 200	X		
Elevator Repairs - 100	X		
Elevator Repairs - 200	X		
Elevator Inspection/permit - 100	X		
Elevator Inspection/permit - 200	X		
Life Safety			
Fire Alarm Contract - 100	X		
Fire Alarm Contract - 200	X		
Fire Alarm Repair - 100	X		
Fire Alarm Repair - 200	X		
Fire System Inspection/permit - 100	X		
Fire System Inspection/permit - 200	X		
Sprinkler System Repair - 100	X		
Sprinkler System Repair - 200	X		
Security System Contract - 100	X		
Security System Contract - 200		X	
Security System Repairs - 100	X		
Security System Repairs - 200		X	
Security Services		X	
General Maintenance			
Electrical Repairs - 100	X		
Electrical Repairs - 200	X		
Plumbing Repairs - 100	X		
Plumbing Repairs - 200	X		
Plumbing Supplies - 100	X		
Plumbing Supplies - 200	X		
Light Bulbs - 100	X		
Light Bulbs - 200	X		
Window Repair - 100	X		
Window Repair - 200	X		
General Maintenance - 100	X		
General Maintenance - 200	X		
Maintenance payroll - 100	X		
Maintenance payroll - 200	X		
Pest Control - 100	X		
Pest Control - 200	X		
Keys and Locks - 100	X		

Keys and Locks - 200
 Telephone - 100
 Telephone - 200
 Insurance
 Real Estate Taxes
 Relocation of Building 100 tenants
 Buildout in building 200 for building 100 tenants
 Broker commissions for new leases

X		
X		
	X	
X		
X		
	X	
	X	
	X	

#6056310v1 018813/002171 Mgmt Agreement - OFP8/25/24 - 8/25/24



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9369

MEETING DATE: December 9, 2024

DEPARTMENT: Finance

ITEM TYPE: Ordinance - Budget

Approval of the FY 2025 Budget for the City of Roswell, Georgia in the amount of \$197,025,114. (Second Reading)

Item Summary:

This ordinance adopts a budget for the Fiscal Year 2025 for each fund of the City of Roswell, Georgia, pursuant to Article VI, Chapter 6 of the Charter of the City in the amount of \$197,025,114.

Committee or Staff Recommendation:

The FY 2025 Proposed Budget was presented at the Special Called Mayor and Council Meeting on November 14, 2024. On November 18, 2024, Mayor and Council approved the First Reading of the FY 2025 Budget.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the Second Reading of the FY 2025 Budget for the City of Roswell, Georgia in the amount of \$197,025,114.

Presented by:

Bill Godshall, Chief Financial Officer

**STATE OF GEORGIA
COUNTY OF FULTON**

1st Reading: November 18, 2024

2nd Reading: November 26, 2024

AN ORDINANCE ADOPTING A BUDGET FOR THE FISCAL YEAR 2025 FOR EACH FUND OF THE CITY OF ROSWELL, GEORGIA, PURSUANT TO ARTICLE VI, CHAPTER 6 OF THE CHARTER OF THE CITY, BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ITEM OF ANTICIPATED FUNDING SOURCES, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES AND AMENDING THE CODE OF ORDINANCES TO EFFECTUATE SUCH ADOPTION.

Whereas, a proposed budget for each of the various funds of the city has been presented to the Mayor and City Council; and

Whereas, appropriate advertised public hearings have been held on the proposed budget, as required by law and regulations; and

Whereas, the Mayor and City Council have reviewed the proposed budget and have made certain amendments to funding sources or appropriations; and

Whereas, each of the funds has a balanced budget, such that anticipated funding sources equal or exceed proposed expenditures; and

Whereas, the Mayor and City Council intend to adopt a twelve (12) month budget for Fiscal Year 2025 and Capital Improvement Programming for Fiscal Year 2025:

NOW, THEREFORE, the Mayor and Council of the City of Roswell, pursuant to their authority, do hereby adopt the following Ordinance:

1.

The City of Roswell, Georgia hereby adopts an expenditure budget for the Fiscal Year 2025, said budget being described below and shown on Attachment “A” for each fund of the City of Roswell, Georgia:

	FY 2025 Budget
100 - General Fund	\$104,450,441
350 - Capital Projects	\$6,806,640
215 - E-911 Fund	\$3,720,697
225 - CDBG Grant Fund	\$32,295
230 - Impact Fees Fund	\$1,300
245 - Tree Bank Fund	\$146,803
275 - Hotel/Motel Fund	\$1,401,539
280 - Auto Rental Excise Tax Fund	\$415,000
290 - Leita Thompson Fund	\$79,198
291 - Special Events Fund	\$600,953
337 - TSPLOST 2 Project Fund	\$12,998,448
410 - Bond Fund (Debt Service)	\$6,764,749
505 - Water and Sewer Fund	\$5,775,044

507 - Stormwater Utility Fund	\$4,603,778
540 - Solid Waste Fund	\$14,365,596
555 - Participant Recreation Fund	\$9,942,750
601 - Workers' Compensation Fund	\$1,200,595
602 - Group Health Insurance Fund	\$11,521,058
603 - Risk Management Fund	\$2,222,888
604 - Fleet Services Fund	\$2,094,175
605 - Information Technology Fund	\$7,881,067
771 - Scholarship Endowment Fund	\$100
	\$197,025,114

2.

Any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those exceptions provided for herein, shall require approval of Mayor and City Council. The City Administrator or his/her designee may transfer within a department and fund or amend the budget to decrease appropriations for any completed capital or grant project to effectuate the close-out of the respective project. The City Administrator or his/her designee may also amend the budget to increase or decrease appropriations for the sole purpose of appropriately recording assets based upon generally accepted accounting principals. The City Administrator or his/her designee may amend the budget to increase or decrease appropriations to account for grants that have been formally accepted by Mayor and Council.

3.

A millage rate of 4.949 mills is estimated as part of the proposed budget. The millage rate has a component of 4.049 mills for the general fund budget, and a component of 0.900 mills for servicing bonded indebtedness. The millage rate shall be adopted by Mayor and Council at a later date but prior to the issuance of tax bills for Tax Year 2025.

4.

This budget fixes the number of budgeted full-time positions of the City at 737. This number may only be increased or decreased through approval of the Mayor and City Council. The City Administrator or his/her designee is authorized to create policies and procedures for the pay grade, classification, and/or cost center assignment for employees, which may be changed throughout the year.

5.

The City Administrator or his/her designee is authorized to re-distribute funds reserved for contingency included in the FY 2025 budget to the various departments as necessary.

6.

Mayor and Council adopt a Capital Improvement Programming for Fiscal Year 2025 as attached hereto and incorporated herein as Attachment "B." This programming does not indicate any promise of appropriations for future years or unfunded projects.

7.

Mayor and Council further approve the re-appropriation into Fiscal Year 2025 of current fiscal year unspent funding in the General Fund in order to establish a General Fund Fuel and Utility Contingency in

an amount not to exceed \$250,000. The City Administrator or his/her designee is authorized to distribute funds reserved for the fuel or utility contingency to the various departments as necessary.

8.

Mayor and Council further approve the re-appropriation into Fiscal Year 2025 of current fiscal year unspent funding in the General Fund in order to establish a General Fund Grant Match Contingency in an amount not to exceed \$250,000.

9.

Mayor and Council further approve the re-appropriation of all approved capital projects, grant revenue, grant funding, as well as contingency funding, that is unspent or uncollected and available as of December 31, 2024.

10.

Mayor and Council further approve the re-appropriation into Fiscal Year 2025 of current fiscal year unspent funding for the City Administrator professional services, unspent funding for the Employee Wellness Program, unspent funding for the City's Education Assistance Program, unspent funding for Roswell University, unspent funding for the Police School Zone Safety Project, unspent funding for Legal services, and unspent funding for the Election.

11.

Mayor and Council further approve the appropriation into Fiscal Year 2025 of the audited balance of funding available in the Confiscated Assets Fund.

12.

The City Administrator and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Ordinance is followed.

The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 18th day of November and the 26th day of November, 2024.

Attest:

Kurt M. Wilson, Mayor

Nancy Saviano Long, City Clerk
(Seal)

FY 2025 Budget - "Attachment A"

Source of Funds	General/Special Revenue Funds										Enterprise Funds				Internal Service Funds					Capital Project Funds				Debt Service Fund	Totals	
	General Fund	E-911 Fund	CDBG Grant	Soil and Erosion Control	Tree Bank Fund	Hotel/Motel Fund	Auto Rental Excise Tax Fund	Leita Thompson Fund	Special Events Fund	Scholarship Endowment Fund	Water and Sewer Fund	Stormwater Utility Fund	Solid Waste Fund	Participant Recreation Fund	Workers' Compensation Fund	Group Health Insurance Fund	Risk Management Fund	Fleet Services Fund	Information Technology Interna	Impact Fees Fund	TSPLOST Projects	TSPLOST 2 Projects	Capital Projects	Bond Fund (Debt Service)	Total Revenues	Source of Funds Revenues
Charges for Service	\$7,562,799	\$2,509,181							\$147,000		\$5,935,300	\$4,801,700	\$15,338,800	\$9,194,655			\$2,205,000	\$2,066,682	\$7,834,762	\$390,000		\$20,000,000		\$57,985,879	Charges for Service	
Sales Tax	\$30,242,000																								\$50,242,000	Sales Tax
Property Tax	\$34,301,599																								\$42,424,995	Property Tax
Business Taxes	\$23,514,820					\$1,724,971	\$415,000																	\$8,123,396	\$25,654,791	Business Taxes
Miscellaneous Revenues	\$1,126,564	\$900,000			\$150,000			\$69,252	\$453,953					\$746,229	\$1,183,000	\$275,000						\$5,846,640		\$10,750,638	Miscellaneous Revenues	
Employer Contribution																\$9,529,308								\$9,529,308	Employer Contribution	
Interest Income	\$700,000	\$17,500		\$16,200		\$22,500				\$100	\$42,000	\$45,000	\$70,000			\$34,300	\$8,400			\$180,000	\$1,350,000	\$1,188,000	\$360,000	\$42,000	\$4,076,000	Interest Income
Licenses & Permits	\$4,019,725			\$5,000																					\$4,024,725	Licenses & Permits
Fines & Forfeitures	\$1,351,000																								\$1,351,000	Fines & Forfeitures
Employee Contribution																									\$890,962	Employee Contribution
Intergovernmental	\$208,737		\$32,295																						\$241,032	Intergovernmental
Total Revenues	\$103,027,244	\$3,426,681	\$32,295	\$21,200	\$150,000	\$1,747,471	\$415,000	\$69,252	\$600,953	\$100	\$5,977,300	\$4,846,700	\$15,408,800	\$9,940,884	\$1,183,000	\$10,729,570	\$2,213,400	\$2,066,682	\$7,834,762	\$570,000	\$1,350,000	\$21,188,000	\$6,206,640	\$8,165,396	\$207,171,330	Total Revenues
Budgeted Use of Reserves	\$1,423,197	\$294,016						\$9,946						\$1,866	\$17,595	\$791,488	\$9,488	\$27,493	\$46,305				\$600,000		\$3,221,394	Budgeted Use of Reserves
Total Source of Funds	\$104,450,441	\$3,720,697	\$32,295	\$21,200	\$150,000	\$1,747,471	\$415,000	\$79,198	\$600,953	\$100	\$5,977,300	\$4,846,700	\$15,408,800	\$9,942,750	\$1,200,595	\$11,521,058	\$2,222,888	\$2,094,175	\$7,881,067	\$570,000	\$1,350,000	\$21,188,000	\$6,806,640	\$8,165,396	\$210,392,724	Total Source of Funds
Use of Funds	General/Special Revenue Funds										Enterprise Funds				Internal Service Funds					Capital Project Funds				Debt Service Fund	Total	Use of Funds Expenditures
	General Fund	E-911 Fund	CDBG Grant	Soil and Erosion Control	Tree Bank Fund	Hotel/Motel Fund	Auto Rental Excise Tax Fund	Leita Thompson Fund	Special Events Fund	Scholarship Endowment Fund	Water and Sewer Fund	Stormwater Utility Fund	Solid Waste Fund	Participant Recreation Fund	Workers' Compensation Fund	Group Health Insurance Fund	Risk Management Fund	Fleet Services Fund	Information Technology Interna	Impact Fees Fund	TSPLOST Projects	TSPLOST 2 Projects	Capital Projects	Bond Fund (Debt Service)		
Administration	\$8,401,365					\$646,864			\$600,953										\$7,881,067				\$470,848		\$18,001,097	Administration
Community Development	\$6,109,553				\$146,803																				\$6,256,356	Community Development
Environmental/ Public Works	\$3,194,657										\$5,775,044	\$4,603,778	\$14,365,596					\$2,094,175				\$3,016,212		\$33,049,462	Environmental/ Public Works	
Finance	\$3,877,079																								\$6,764,749	Finance
Fire	\$17,167,243																								\$17,167,243	Fire
Police	\$33,789,312	\$3,720,697																							\$37,510,009	Police
Recreation and Parks	\$14,977,098							\$79,198		\$100				\$9,942,750											\$24,999,146	Recreation and Parks
Transportation	\$10,850,278																								\$27,169,606	Transportation
City-Wide Costs	\$3,253,428		\$32,295			\$754,675	\$415,000								\$1,200,595	\$11,521,058	\$2,222,888			\$1,300	\$12,998,448	\$3,319,580		\$19,399,939	City-Wide Costs	
Transfer to Capital	\$2,830,428																								\$2,830,428	Transfer to Capital
Total Use of Funds	\$104,450,441	\$3,720,697	\$32,295	\$0	\$146,803	\$1,401,539	\$415,000	\$79,198	\$600,953	\$100	\$5,775,044	\$4,603,778	\$14,365,596	\$9,942,750	\$1,200,595	\$11,521,058	\$2,222,888	\$2,094,175	\$7,881,067	\$1,300	\$0	\$12,998,448	\$6,806,640	\$6,764,749	\$197,025,114	Total Use of Funds
FY 2024 Fund Balance Reserve by Policy:	25,280,503																								\$25,280,503	FY 2024 Fund Balance Reserve by Policy:
FY 2024 Total Estimated Ending Fund Balance:	\$25,282,222	\$0	\$0	\$21,200	\$3,197	\$345,932	\$0	\$0	\$0	\$0	\$202,256	\$242,922	\$1,043,204	\$0	\$0	\$0	\$0	\$0	\$0	\$568,700	\$1,350,000	\$8,189,552	\$0	\$1,400,647	\$38,649,832	FY 2024 Total Estimated Ending Fund Balance:
	General/Special Revenue Funds										Enterprise Funds				Internal Service Funds					Capital Project Funds				Debt Service Fund	Totals	

Attachment "B"

Fund / Name of Project	FY 2025 Budget
GENERAL FUND CAPITAL	
Resurfacing	3,000,000
Concrete Equipment	319,580
Parking Improvements	470,848
SOLID WASTE FUND	
Isuzu 8 Yard Garbage Trucks	260,000
Lease Automated Side Loading Garbage Truck	140,000
Transfer Station Scalehouse	60,000
Recycling Center Semi Trailer Replacement	6,500
STORMWATER FUND	
Stormwater Master Project List	1,378,000
Large Equipment Replacement -Skid Steer	76,000
New Micro Excavator	30,000
Replacement Plotter	16,000
WATER FUND	
Water Line Replacement	1,069,897
New Water Tank Design	200,000
TSPLOST II FUND	
Pine Grove Road	5,750,000
Pine Grove Road & Magnolia Street	4,900,000
TSPLOST II Project Management	1,000,000
Holcomb Bridge Road Multiuse Trail	800,000
Woodstock Road Multiuse Trail	548,448

Attachment: Ordinance Approval of Budget FY 2025 with attachments First Reading (Ordinance FY2025 Budget Second Reading)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9537

MEETING DATE: December 9, 2024

DEPARTMENT: Finance

ITEM TYPE: Resolution

Approval of a Resolution Adjusting Fees for the Fiscal Year 2025.

Item Summary:

Rate adjustments have been recommended as part of the FY 2025 Budget Process, including Community Development fees, Fire Inspection Fees, and utility fees. The FY 2025 Proposed Budget includes revenue assumptions that are based upon the rate adjustments included in the Resolution.

Community Development Fee adjustments are proposed to align with current expenses and the surrounding municipalities.

Fire Inspection and Fees are proposed to align with current expenses and the surrounding municipalities.

Water rate adjustments are proposed to align with current capacity and one-time charges.

Transfer station rates are proposed to utilize the city's transfer station to allow for receiving construction materials and non-resident user charges.

Committee or Staff Recommendation:

The proposed fee adjustments have also been discussed with Mayor and Council as part of the FY 2025 Budget Process.

Financial Impact:

Upon approval by Mayor and Council, the new fees/rates will go into effect starting January 1, 2025. Revenue from the fee changes will go to the respective funds.

Recommended Motion:

Motion to approve the Resolution Adjusting Fees for the Fiscal Year 2025.

Agenda Item (ID # 9537)**Presented by:**

Lynn Williams, Budget Manager

November 26, 2024

RESOLUTION TO ESTABLISH AND ADJUST FEES FOR FY 2025

WHEREAS, the City of Roswell is a Georgia Municipal Corporation; and

WHEREAS, the Mayor and Council are the governing authority of the City of Roswell, Georgia; and

WHEREAS, the Mayor and Council of the City of Roswell have determined that planning and zoning regulations are in the interest of public health, safety, order, convenience, comfort, aesthetics, prosperity, or general welfare; and

WHEREAS, Georgia Code §§ 48-13-9 provides that a local government is authorized to require a business or practitioner of a profession or occupation to pay a regulatory fee, provided that the amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the local government and the proceeds of such regulatory fee shall be used to fund such regulatory activity and not the general operations of the local government; and

WHEREAS, the Code of Ordinances of the City of Roswell § 5.4.30 provides that a schedule of permit fees shall be set by the Mayor and Council; and

WHEREAS, the City of Roswell provides water and sewer services for owners of certain properties within the City; and

WHEREAS, the Code of Ordinances of the City of Roswell § 24.5.3 provides that a schedule of fees, service charges and deposits for water and sewer shall be subject to adjustments from time to time by Resolution of the Mayor and Council; and

WHEREAS, the Mayor and Council of the City of Roswell have determined that collection of solid waste from residences and commercial enterprises, and diversion of yard waste and recyclables from the waste stream are essential to the health, safety and general welfare of the citizens of Roswell; and

WHEREAS, the Code of Ordinances of the City of Roswell § 24.2.4 provides that a schedule of rates and service options for sanitation services shall be subject to adjustments from time to time by Mayor and Council:

WHEREAS, the Mayor and Council have determined that it is in the public interest to adjust such rates; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Roswell, Georgia that the fees for planning and zoning, engineering, and building applications in Attachment A shall apply to the provision of services provided. Such rates and service options imposed hereby shall become effective January 1, 2025 as established in Attachment A;

IT IS FURTHER RESOLVED by the Mayor and Council of the City of Roswell, Georgia that the fees for Fire services in Attachment B shall apply to the provision of services provided. Such

rates and service options imposed hereby shall become effective January 1, 2025 as established in Attachment B;

IT IS FURTHER RESOLVED by the Mayor and Council of the City of Roswell, Georgia that the various fees for water and services in Attachment C shall apply to the provision of services provided. Such rates and service options imposed hereby shall become effective January 1, 2025 as established in Attachment C;

IT IS FURTHER RESOLVED by the Mayor and Council of the City of Roswell, Georgia that the various fees for sanitation services in Attachment D shall apply to the provision of services provided. Such rates and service options imposed hereby shall become effective as effective January 1, 2025 in Attachment D;

IT IS FURTHER RESOLVED by the Mayor and Council of the City of Roswell, Georgia that all other fees for planning and zoning, engineering, and building applications shall remain in effect as currently established.

IT IS FURTHER RESOLVED by the Mayor and Council of the City of Roswell, Georgia that all other fees for water operations shall remain in effect as currently established.

IT IS FURTHER RESOLVED by the Mayor and Council of the City of Roswell, Georgia that all other fees for garbage/solid waste operations shall remain in effect as currently established.

The above resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the 26th day of November, 2024.

Kurt Wilson, Mayor

Attest:

Nancy Long, City Clerk
(Seal)

Attachment A

Community Development Fee Schedule

Building Applications	Roswell (Existing)		Roswell (Proposed)
Application	\$25		Non-refundable \$25 Application fee
Plan Review: Building, plumbing, mechanical, electrical and permanent sign permit fees will be collected in addition to fees that are based on project Valuation			
Commercial	50% of the permit fee for commercial projects.		50% of the permit fee for commercial projects; Minimum \$125.00
Residential	25% of the permit fee for residential projects.		25% of the permit fee for commercial projects; Minimum \$125.00
Consultation Meetings with Building Dept	-		\$125
Resubmittal review (assessed for 2nd and subsequent resubmittal of plans)	-		\$150.00 for resubmittals after first round of reviews.
Revision to an active permit.	-		\$150 per revision to an existing permit; see "without permit" for additional fees. Revisions that need additional plan review to be assessed 50% of original plan review fee.
PERMIT FEE: Based on Total Construction Cost. Fee table shall be used for all building permits including electrical, mechanical, plumbing, fire related and building permits in which square footage is not an applicable determination to calculate building fees			
TOTAL PROJECT VALUATION	FEES	TOTAL PROJECT VALUATION	PERMIT FEES (in addition to Application and Plan Review fee)
\$0 to \$2,000	\$25	\$0 to \$75,000	\$135.00, 1 Inspection only with no plan review (over the counter permits). Each additional inspection = \$100.00. Plan review fees per schedule below, by type.
\$2,001 to \$5,000	\$25 for the first \$2,000; plus \$7 for each additional \$250 or fraction thereof, to and including \$5,000		
\$5,001 to \$50,000	\$109 for the first \$5,000; plus \$6 for each additional \$1,000 or fraction thereof, to and including \$50,000	\$75,000 and above	Cost of construction X \$.0065 + \$110.00 + Inspection and Plan Review Fees
\$50,001 to \$100,000	\$379 for the first \$50,000; plus \$5 for each additional \$1,000 or fraction thereof, to and including \$100,000		
\$100,001 and \$750,000	\$629 for the first \$100,000; plus \$4 for each additional \$1,000 or fraction thereof, including \$750,000		
\$750,000 and above	\$3,229 for the first \$750,000; plus \$2 for each additional \$1,000 or fraction thereof		
COs and Re-Inspections			
Certificate of Occupancy or Completion (C/O or C/C)	\$200 Commercial, for change in tenant \$100 Residential for requests without permit(s)		\$200 Commercial, change in tenant \$100 Residential for requests without permit(s)
Temporary, conditional and partial certificate of occupancy AND for each 30-day extension	\$200		\$200

Attachment: Attachment A - ComDev Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)

Attachment A

Community Development Fee Schedule

Replacement of permits, COs, etc.	\$25		\$50
Building Applications	Roswell (Existing)		Roswell (Proposed)
Re-inspection fee, first time	\$50		\$50
Re-inspection fee, second time	\$75		\$75
Re-inspection fee, third and each subsequent time	\$100.00		\$100
Sign Permits			
Wall Sign	\$50 + \$25 app fee & \$25 review fee		\$95 Signs Requiring 1 Inspection Only + \$95 Per Additional Inspection Needed
Free Standing	\$100 + \$25 app fee & \$50 review fee		\$95 Signs Requiring 1 Inspection Only + \$95 Per Additional Inspection Needed
Banner (Temporary sign permit - see P&Z)	-		See P & Z schedule
Others:			
Pool, Deck, Retaining Wall, Additions: Engineering Plan Review	-	If not triggering full LDP, Engineering Plan Review still required	Building Permit Fees per above + Engineering Plan Review Fee on Land Disturbance Permit (LDP) Schedule, per project type
Temporary Structure Permits	-		Minimum \$135 fee plus plan review fees.
Transfer of Permit/Change of Contractor	\$200		\$200
Temporary Power to Permanent	\$50		\$50
Temporary Power Pole	\$25		\$75
Demolition	\$145		\$250.00, Only 1 Inspection
House Moving Permit	\$100		\$250.00, Only 1 Inspection
Roofing/Siding/Windows	per valuation		\$135.00, only 1 Inspection (re-inspection = per fee)
Inspections outside of normal business hours	\$75 per hour (\$150 minimum)		\$75 per hour (\$150 minimum)
Fee for work done without a permit	200% of original permit fee		200% of original permit fee
Temporary Construction Trailer (not including electric)	\$100		\$100

Attachment: Attachment A - ComDev Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)

Attachment A

Community Development Fee Schedule

Engineering Applications	Roswell (Existing)		Roswell (Proposed)
Concept Review			
Single Family Residential Home	-		\$0
Commercial/Residential Subdivision	-		\$200
Land Disturbance Permit (LDP), Single Family (SF) Residential, less than 1 acre			
Plan Review	\$100		\$250
Land Disturbance Permit, less than 1 acre (ac)	\$50		\$50 for SF homeowner All others - \$500.00
Revision, less than 1 acre	\$50		\$50 for SF homeowner All others - \$350.00
Grading Only Permit, less than 1 acre	-		-
Land Disturbance Permit, Single Family Residential, greater than 1 acre			
Application	\$25		\$150
Plan Review	\$100		\$250
Plan Resubmittal (1st free)	\$50		\$250
Land Disturbance Permit, greater than 1 acre	\$100		\$400
Minor Land Disturbance Permit, less than 5,000 SF	-		-
National Pollutant Discharge Elimination System (NPDES), if over 1 acre	\$40 per acre disturbed		\$40 per acre disturbed
Revision, greater than 1 acre	\$100		\$250
Land Disturbance Permit, Non-Single Family < 1 AC			
Application	\$50		\$250
Plan Review	\$200		\$375
Plan Resubmittal (1st free)	\$125		\$250
Land Disturbance Permit	\$150		\$500
Grading Only Permit, less than 1 acre	-		-
Revision	\$150		\$150
Land Disturbance Permit, Non Single-Family > 1 AC			
Application	\$50		\$250
Plan Review	\$300, plus \$20 per lot		\$400, plus \$25 per lot
Plan Resubmittal (1st free)	\$250		\$250
NPDES	\$40 per acre disturbed		\$40 per acre disturbed
Erosion Control Inspection Fee	\$100 per disturbed acre		\$200 per lot, residential \$700 per acre, other
Land Disturbance Permit	\$250 per acre disturbed		\$500 per acre disturbed
Inspection Quantity Fees			
Road Vert. & Sect	\$0.50 per LF		\$15 per linear foot (LF)
Curb and Gutter	\$0.50 per LF		\$15 per LF
Base and Paving, Roadway	\$0.75 per SF		\$2.50 per square foot (SF)
Base and Paving, Parking Lot only	\$0.75 per SF		\$1 per SF
Pavement striping and marking	\$0.50 per LF		\$0.75 per LF
Collector Street Improvements	-		\$3.50 per SF
Traffic Signal & Misc. Improvements	TBD		\$100
Driveway	\$75.00 each		\$100.00 first, 250 each additional
Storm Drainage	\$1.00 per LF		\$35 per LF
Drainage Structure	\$50 each		\$300 each
Headwalls	\$35 each		\$300 each
Water Quality Best Management Practice	\$75 each		\$1.50 per cubic foot (CF)
Earthen Stormwater Pond	\$0.05 per CF		\$1.00 per CF
Engineered Structure Stormwater Pond	\$0.10 per CF		\$1.50 per CF
Detention Facility, 100 AC Min	-		\$1.50 per CF
Wastewater	-		-
Water Main	\$0.50 per LF		\$0.50 per LF

Attachment: Attachment A - ComDev Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)

Attachment A

Community Development Fee Schedule

Engineering Applications	Roswell (Existing)		Roswell (Proposed)
Sidewalk	\$0.15 per SF		\$4.00 per SF
Revision	\$300		\$400
As-Built Review	\$250		\$350
Other			
Steep Slope Analysis review	\$100		\$250
State Stream Buffer Variance LIA Letter Request	\$100		\$50, less than 1 ac parcel \$50 per ac for greater than 1 ac
Retaining Walls	-		-
Pre-Construction Meeting	-		SF homeowner - free All others - \$200.00
Tree Removal Permits, Single Family Residential			
Application	\$25		\$25
Tree Plan Review	\$25		\$25
Tree Removal Permit	\$50		\$50
Specimen Tree Removal	\$500 per density unit		\$500 per density unit
Minimum Tree Canopy Deficiency	-		-
Tree Inspections	\$100 per acre, \$500 maximum		\$100 per acre \$500 max
Tree Removal Permits, Non-Single Family Residential			
Application	\$25		\$50
Tree Plan Review	\$50		\$250
Tree Removal Permit	\$500 max		\$50 per parcel acre
Specimen Tree Removal	\$500 per density unit		\$500 per density unit
Minimum Tree Canopy Deficiency	-		-
Tree Inspections	\$100 per acre, \$500 maximum		\$100 per acre; min \$100

Attachment: Attachment A - ComDev Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)

Attachment A

Community Development Fee Schedule

Planning and Zoning Applications	Roswell (Existing)		Roswell (Proposed)
Rezoning			
Rezoning Base (first 5 acres)	\$1,000		\$1,500
Additional for properties over 5 acres	\$100 for each additional acre; \$7,000 max		\$100 for each additional acre; \$7,000 max
Conditional Use	\$500		\$1,000
Conditional Use for massage			\$50
Revision of site plan while in zoning process (applicant initiated)	-		\$1,000
Site plan revision (Modification of zoning conditions) after approval			\$1,000
Parkway Village - Adaptive Reuse	\$50		\$250
Parkway Village - Small Tract	\$350		\$1,000
Variance/Concurrent Variance			
Commercial/Sign	\$350		350
Residential	\$250		250
Concurrent Variance Residential (Res)	\$250		250
Concurrent Variance Non-residential (Non-Res)	\$350		500
Administrative	\$25		\$100
Administrative Variance Appeal	\$200		\$250
Revision of site plan while in process	\$100		\$250
Stream Buffer Variance Admin	\$25		\$100
Stream Buffer Variance	\$250		\$250 - SF RES \$350 - Com/Res Subdivision
Zoning Confirmation Letter	\$50		\$100
Plat			
Preliminary	\$200; \$10 per lot		\$1,000.00 plus \$10 per lot
Final	\$200; plus \$10 per lot		\$1,200.00 plus \$10 per lot
Administrative/Division	\$50		\$250
Administrative/Combination	\$50		\$250
Street / Subdivision Name Change*	\$50 (called Admin Plat R		\$250
Revision to Final plat	\$50		\$500
Design Review			
Design Review Board (DRB) Minor	\$50		\$200
DRB Appeal to Mayor & City Council	\$100		\$350
DRB Major for Projects under \$50,000	\$200		\$500
DRB Major for Projects over \$50,000	\$350		\$850
Historic Review			
Historic Preservation Commission (HPC) Minor	\$50		\$100
HPC Major COA for New Construction- 700 SF to 2500 SF	\$200		Listed below
HPC Major COA for New Construction over 2500 SF	\$350		Listed below
HPC Major COA for Renovation less than \$5,000	\$100		Listed below
HPC Major COA for Renovation \$5,000 to \$49,999	\$200		Listed below
HPC Major COA for Renovation over \$50,000	\$250		Listed below
HPC Major Certificate of Appropriateness (COA) for Projects under \$50,000	-		\$500
HPC Major COA for Projects over \$50,000	-		\$850

Attachment: Attachment A - ComDev Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)

Attachment A

Community Development Fee Schedule

HPC Demolition COA	\$450		\$500
Planning and Zoning Applications	Roswell (Existing)		Roswell (Proposed)
HPC Appeal per party	\$100		\$350
Advertising costs for all items (that require it)	Ad (\$100); Sign (\$90)		Ad - \$300.00; Sign \$120.00
Re-Advertising (applicant requested deferral)	\$0 deferred 1-2x, do not re-advertise		\$325.00 - first time 500.00 - each additional
Re-Advertising (city deferral)	\$0 deferred 1-2x, do not re-advertise		\$300
Other			
Pre-Application Meeting			SF homeowner - free
SF homeowner/Others	-		All others - \$200.00
Zoning Confirmation Letter	\$50		\$100
Atlanta Regional Commission / Metropolitan River Protection Act River Corridor	\$200		\$350
Sidewalk Café Permit, New	\$300		\$350
Sidewalk Café Permit, Renewal with changes	\$100		\$150
Sidewalk Café Permit, Renewal with no changes	\$50		\$100
Signs - Panel Exchange	\$15		\$25
Signs - Sandwich Board Sign	\$125		\$150
Temporary Sign Permit	\$25 each 10 day block/14 day Grand Opening (GO)		\$25 each 10 day block/14 day GO
Temporary Sign Permit (Non-Profit)	No fee		No fee
Temporary Use Permit	\$25		\$75

Attachment: Attachment A - ComDev Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)

Type	Fee
Plan Review	
Civil Drawings (Site Plans)	\$150
Building construction, 10,000 square feet or less	\$150
Building construction, more than 10,000 square feet (price per square foot)	\$0.015
Commercial Hood	\$75
Commercial Hood Suppression	\$75
Fire Alarm up to 150 devices	\$75
Fire Alarm more than 150 devices (price per device)	\$0.50
Sprinkler System up to 150 heads	\$75
Sprinkler System more than 150 heads (price per head)	\$0.50
Scope of Work (Limited Work Permit [15 heads or less, 5 or less alarm devices])	\$25
ERRC-IFC 510 System (Bidirectional Antenna) per amplifier	\$100
Other Fire Protection Systems (Standpipe, Smoke Evacuation, etc...)	\$50
Tent (single)	\$100
Tents (two or more not to exceed ten)	\$200
Ground Signs	\$25
Expedited Plan Reviews (five business days plus normal review fee)	\$1,000
Inspections	
Construction Inspections at 80% and/or 100% include fire protection and underground systems with one fee per building	\$150
Annual Inspection ensure compliance with NFPA 1730 requirements	\$150
Biennial Inspections performed every two years to meet NFPA 1730 requirements	\$75
Triennial Inspections performed every three years to meet NFPA 1730 requirements	\$50
Inspection for Business License or Change of Occupancy	\$75
Expedited Inspections (less than 48 hours notice, plus inspection fee)	\$500
<i>Follow up inspections address issues found during prior inspections with increasing fees for repeat visits:</i>	
First Follow-up	\$50
Second Follow-up	\$75
Third Follow-up	\$150
Fourth and subsequent Follow-ups	\$220
Permits	
Food Truck Annual Inspection & Permit	\$100
Fireworks / Pyrotechnics	\$100
Blasting Permit	\$100
Fire Department Services	
Fire Watch (per hour, per person)	\$75
Crowd Manager (per person per hour)	\$75
Stop Work Order	\$220
Standby Fire Apparatus (per hour, per apparatus) plus Standby Fire Personnel (3 person minimum)	\$150
Standby Fire Personnel (per hour, per person)	\$75
Certificate of Occupancy	\$100

****Fees will not be refunded when cancelling previously made appointments or inspections within 48 hours of the appointment date. A refund request can be made in writing to the City of Roswell Fire Marshal and may be granted on a case-by-case basis.**

Attachment C

Water Fee Schedule

Capacity Fee - Based on Meter Size

Size	Previous	Proposed
3/4" Meter	\$1,500.00	\$2,000.00
1" Meter	\$2,700.00	\$3,600.00
2" Meter	\$11,200.00	\$15,000.00
4" Meter	\$17,300.00	\$23,100.00
5" Meter	\$59,700.00	\$79,700.00
6" Meter	\$69,000.00	\$92,000.00
8" Meter	\$77,200.00	\$103,000.00

*****Each unit in a Multi-family development would be one (1) ERU, and the capacity fee for the Multi-family development would be the number of units times \$2,000.**

Meter Fee - Based on Meter Size ***

Size	Existing Drop In Meter Cost	New Short Side Meter Cost	New Long Side Meter Cost
3/4" Meter	\$2,000.00	\$2,987.42	\$7,515.83
1" Meter	\$2,250.00	\$2,942.91	\$7,572.13
2" Meter	\$4,860.00	\$7,481.31	\$13,168.93

3" and larger meters will need to be tapped by contractor and vault set for new meter to be installed.

4" Comp Meter	\$10,380.00	
4" Fire Meter	\$22,620.00	
6" Fire Meter	\$29,910.00	
8" Fire Meter	\$44,820.00	

***** Other costs not included with installation
(i.e. - Landscaping, road repair, sidewalk/curb repair, Vac Excavation Services, etc.)**

Hydrant Meter Rental Deposit

Previous	Proposed
\$2,460.00	\$2,635.00

The City will retain \$100 for a non-refundable admin fee (\$50) incurred by the City to open the account and track usage and a non-refundable rental fee (\$50) to go towards future replacement of the hydrant meter.

Bac-T Sampling Fee

Previous	Proposed
\$0.00	\$200.00

Attachment D

Transfer Station Fee Schedule

Proposed Transfer Station Fees (Non-Construction Material)							
Residents				Non Residents			
Item	Current Fee	Proposed Fee	Unit	Item	Current Fee	Proposed Fee	Unit
Bagged Trash		\$ -	Per Bag	Bagged trash	\$ -	\$ 3.00	Per Bag
Vaccum		\$ -	Each	Vaccum	\$ -	\$ 10.00	Each
rug		\$ -	Each	rug	\$ -	\$ 10.00	Each
Lamp		\$ -	Each	Lamp	\$ -	\$ 10.00	Each
Dog bed		\$ -	Each	Dog bed	\$ -	\$ 15.00	Each
Chair	\$ 5.00	\$ 5.00	Each	Chair	\$ -	\$ 15.00	Each
Bookshelf		\$ -	Each	Bookshelf	\$ -	\$ 15.00	Each
TV (tubed)		Recycling Center	Each	TV (tubed)	\$ -	\$ 15.00	Each
Night stand		\$ -	Each	Night stand	\$ -	\$ 15.00	Each
Recliner	\$ 5.00	\$ 5.00	Each	Recliner	\$ -	\$ 15.00	Each
Large Toy		\$ -	Each	Large Toy	\$ -	\$ 15.00	Each
Footboard		\$ -	Each	Footboard	\$ -	\$ 10.00	Each
Headboard		\$ -	Each	Headboard	\$ -	\$ 10.00	Each
TV stand		\$ -	Each	TV stand	\$ -	\$ 15.00	Each
Coffee table		\$ -	Each	Coffee table	\$ -	\$ 15.00	Each
Dresser		\$ -	Each	Dresser	\$ -	\$ 15.00	Each
Toy house		\$ -	Each	Toy house	\$ -	\$ 15.00	Each
Desk		\$ -	Each	Desk	\$ -	\$ 15.00	Each
Table		\$ -	Each	Table	\$ -	\$ 15.00	Each
Cabinet		\$ -	Each	Cabinet	\$ -	\$ 15.00	Each
Hutch		\$ -	Each	Hutch	\$ -	\$ 15.00	Each
Mattress		\$ -	Each	Mattress	\$ -	\$ 20.00	Each
Boxspring		\$ -	Each	Boxspring	\$ -	\$ 20.00	Each
Couch		\$ -	Each	Couch	\$ -	\$ 20.00	Each

Proposed Transfer Station Fees (Construction Material)							
<i>Materials accepted: Lumber, concrete, siding, landscape timers, silt fence, pallets (wooden and plastic), etc.</i>							
Residents				Non Residents			
Item	Current Fee	Proposed Fee	Unit	Item	Current Fee	Proposed Fee	Unit
Construction Material	\$ -	\$ 100.00	Ton	Construction Material	\$ -	\$ 150.00	Ton

Attachment: Attachment D - Transfer Station Fee Schedule (Resolution Adjusting Fees for the Fiscal Year 2025.)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9536

MEETING DATE: December 9, 2024

DEPARTMENT: Finance

ITEM TYPE: Resolution

Approval of a Resolution to adopt the FY 2024 6-Month End of Year Budget Amendment and adopt all budget amendments for FY 2024 6-month.

Item Summary:

The FY 2024 6-Month End of Year Budget Amendment includes adjustments to both the operating and capital budgets. These adjustments are funded through a combination of transfers and the use of fund balance. The adjustments are needed as Staff prepares to close the fiscal year.

Highlights of the items included in the amendment are:

- Allocation of fund balance for Computer Aided Dispatch Match, City Hall Renovation and other capital adjustments.
- Transferring allocations between departments.
- Miscellaneous accounting adjustments to close out fiscal year

Committee or Staff Recommendation:

Financial Impact:

Each fund is balanced.

Recommended Motion:

Motion to approve a Resolution to adopt the FY 2024 6-Month End of Year Budget Amendment and adopt all budget amendments for FY 2024 6-month.

Presented by:

Lynn Williams, Budget Manager

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF ROSWELL

December 9, 2024

RESOLUTION TO ADOPT END OF YEAR BUDGET AMENDMENT AND ADOPTING ALL BUDGET AMENDMENTS FOR FY 2024 6-MONTH.

Whereas, Georgia Law, O.C.G.A. § 36-81-3 (b), requires each unit of government to operate under an annual balanced budget adopted by ordinance or resolution; and

Whereas, the Mayor and City Council have reviewed the approved budget and have made certain amendments to funding sources or appropriations; and

Whereas, each of the funds has a balanced budget, such that anticipated funding sources equal or exceed proposed expenditures:

NOW, THEREFORE, by the Mayor and Council of the City of Roswell, and it is hereby resolved and established by said authority as follows:

The City of Roswell, Georgia hereby adopts an end-of-year budget amendment as shown on Attachment “A.”

The City of Roswell, Georgia hereby adopts an amended expenditure budget for the Fiscal Year 2024 6-Month said budget shown on Attachment “B” for each fund of the City of Roswell, Georgia.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell on the 9th day of December, 2024.

Attest:

Kurt M. Wilson, Mayor

Nancy Long, City Clerk
(Seal)

Attachment: 2024 Budget EOY Resolution (6-Month End of Year Budget Amendment)

City of Roswell
Attachment A
FY 2024 6-Month EOY Budget Amendment Recommendations

General Fund Budget

Dept	Item	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Net Revenue (Expense)
FIRE	Transfer of Utilities from Fire to Facility Services	(70,481)		70,481
EPW	Transfer of Utilities from Fire to Facility Services	70,481		(70,481)
POLICE	Slow Down Roswell Initiative (Using School Zone Fine Funding)	80,000	80,000	-
CITYWIDE	Reduction in Transfer to Grant - Match not required	(270,000)		270,000
CITYWIDE	Transfer to Capital Projects Fund (Details Below)	2,270,000		(2,270,000)
Total General Fund Operating Budget Adjustments		\$ 2,080,000	\$ 80,000	\$ (2,000,000)

Capital Projects Fund

Dept	Item	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Net Revenue (Expense)
CITYWIDE	Transfer In from General Fund for Capital Projects		2,270,000	2,270,000
POLICE	CAD Match Funding	1,000,000	-	(1,000,000)
CITYWIDE	Future Capital Asset Replacement Funding	(800,000)		800,000
CITYWIDE	Citywide Facilities Maintenance Project based on Facility Condition Assessment (FCA)	800,000		(800,000)
CITYWIDE	Customer Service Remodel Project at City Hall (total project cost \$2.4M)	1,000,000		(1,000,000)
RPHCA	Small Equipment Project	70,000		(70,000)
RPHCA	Recreation and Parks Maintenance Capital Project	200,000		(200,000)
Total Capital Projects Fund Budget Adjustments		\$ 2,270,000	\$ 2,270,000	\$ -

Water Fund

Dept	Item	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Net Revenue (Expense)
EPW	Water Plant Equipment Replacement	37,680		(37,680)
EPW	Water Line Projects	(37,680)		37,680
Total Water Fund Budget Adjustments		\$ -	\$ -	\$ -

Attachment: FY 2024 EOY Attachment A Budget Amendments (6-Month End of Year Budget Amendment)

City of Roswell
Attachment B
FY 2024 6-Months Amended Budget

<u>General Fund Revenue</u>		<u>General Fund Expenditures</u>	
	Amended Revenue Budget		Amended Expenditure Budget
Property taxes	\$29,694,796	Administration	\$7,656,002
Sales and use taxes	\$15,771,000	Community Development	\$2,395,613
Business taxes	\$10,447,500	Environmental / Public Works	\$1,554,080
Licenses and permits	\$1,662,000	Finance	\$2,348,927
Intergovernmental	\$130,000	Fire	\$8,608,190
Charges for services	\$2,612,373	Police	\$17,039,289
Fines and forfeitures	\$606,250	Recreation, Parks, Historic and Cultural Affairs	\$9,934,794
Investment earnings	\$476,000	Transportation	\$5,442,342
Miscellaneous	\$489,224	City-Wide	\$11,044,110
Total	\$61,889,143	Total	\$66,023,347
<u>Other Funds</u>			
	Amended Revenue Budget		Amended Expenditure Budget
Confiscated Assets	\$27,000	Confiscated Assets	\$427,900
E-911	\$2,141,812	E-911	\$2,030,280
State Grant	\$28,170	State Grant	\$6,357
Federal Grant	\$10,317,443	Federal Grant	\$10,359,367
CDBG Fund	\$1,289,142	CDBG Fund	\$848,351
American Rescue Plan Act (ARPA)	\$2,200,000	American Rescue Plan Act (ARPA)	\$10,587,724
Impact Fees	\$64,900	Impact Fees	\$4,530,324
Soil and Erosion Control	\$7,610	Soil and Erosion Control	\$0
Tree Bank Fund	\$100,000	Tree Bank Fund	\$428,875
Hotel/Motel	\$843,650	Hotel/Motel	\$678,937
Auto Rental Excise Tax	\$156,330	Auto Rental Excise Tax	\$157,500
Leita Thompson Rental	\$34,625	Leita Thompson Rental	\$40,243
Special Events Fund	\$409,900	Special Events Fund	\$471,315
Recreation Pedestrian Bond	\$0	Recreation Pedestrian Bond	\$33,335,111
Public Safety Bond	\$0	Public Safety Bond	\$15,113,518
Parking Bond	\$0	Parking Bond	\$13,527,263
TSPLOST I Fund	\$467,150	TSPLOST I Fund	\$53,074,591
TSPLOST II Fund	\$10,293,213	TSPLOST II Fund	\$39,378,709
Capital Projects Fund	\$14,919,164	Capital Projects Fund	\$30,878,819
Debt Service	\$7,453,468	Debt Service	\$4,930,962
Water and Sewer	\$2,911,326	Water and Sewer	\$3,921,192
Stormwater Fund	\$2,433,708	Stormwater Fund	\$3,831,210
Solid Waste	\$7,594,273	Solid Waste	\$8,696,520
Recreation Participation	\$4,298,100	Recreation Participation	\$4,201,220
Workers Compensation	\$465,700	Workers Compensation	\$538,482
Group Health Insurance	\$6,100,015	Group Health Insurance	\$6,193,108
Risk Management	\$953,950	Risk Management	\$983,217
Fleet Maintenance Fund	\$1,251,406	Fleet Maintenance Fund	\$1,305,783
Information Technology	\$3,822,724	Information Technology	\$3,951,688
Scholarship	\$25	Scholarship	\$0
Total Other Funds	\$80,584,804		\$254,428,566
Total	\$142,473,947		\$320,451,913

Attachment: Attachment B Amended Budget (6-Month End of Year Budget Amendment)



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 9572

MEETING DATE: December 9, 2024

DEPARTMENT: Fire

ITEM TYPE: Presentation

Fire Response Analysis presentation.

Item Summary:

Fire Response Analysis presentation.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Recommended Motion:

N/A

Presented by:

Joe Pennino, Fire Chief



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9541

MEETING DATE: December 9, 2024

DEPARTMENT: Fire

ITEM TYPE: Contract

Approval to award a contract with Temple, Inc. for traffic preemption in an amount not to exceed \$733,535.20 and Budget Amendment 35035101-12-09-24 in the amount of \$281,580.

Item Summary:

The City of Roswell is looking to enter into a contract with Temple, Inc to provide traffic preemption for all 106 signalized traffic intersections within the City. This contract will also outfit 24 public safety vehicles with the necessary equipment. The contract will be for 5 years and provides a warranty on all equipment and connectivity. This technology is currently being used by several north Fulton cities and will enhance response times for our Fire Department.

Committee or Staff Recommendation:

N/A

Financial Impact:

Total funding upon approval of budget amendment will be \$733,535.20. Funding in the amount of \$451,955.20 is available from the 2023 bond proceeds authorized by referendum and the budget amendment will allocate \$281,580 from general fund balance into capital project for traffic preemption.

Recommended Motion:

Motion to approve awarding a contract to Temple, Inc. for traffic preemption in an amount not to exceed \$733,535.20 and Budget Amendment 35035101-12-09-24 in the amount of \$281,580.

Presented by:

Brian Watson, Director of Environmental/Public Works

TEMPLE, INC.

P.O. Box 2066 / 50 Davis Street
 Decatur, AL 35602
 Phone: 800/633-3221
 Fax: 256/353-4578

City of Roswell, GA

1954 - 2024
Serving the South's
Traffic Needs
for Over 70 Years

DATE:
22-Nov-24
 TERMS:
NET 30 DAYS
 DELIVERY:
10 to 12 Weeks, ARO
 SALESPERSON:
Tyler Berry

QUOTE #: Roswell.112124

Page 1 Of 1

CONDITIONS: The prices and terms on this quotation are subject to verbal changes or other agreements unless approved in writing by Temple, Inc.. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on the date of the quotation and are subject to changes by Temple, Inc. before final acceptance.

Quantity	Description	Price	Extended
<u>GDOT CONTRACT 48400-197-DOT0000640-003/TEMPLE INC</u>			
24	AI Glance Pre-empt In-Vehicle System Includes: AI 500-065 InVehicle Preempt/Priority Unit [12-1]	\$2,810.88	\$67,461.12
24	AI Glance 5 Years of Connectivity & Support Services [12-1]	\$2,166.00	\$51,984.00
24	Vehicle Installation Services	\$1,394.00	\$33,456.00
106	AI Glance Pre-empt Intersection System Includes: AI 500-085-02 Intersection Pre-empt Equipment [12-4]	\$3,311.68	\$351,038.08
106	AI Glance 5 Years of Connectivity & Support Services [12-1]	\$2,166.00	\$229,596.00
1	Temple Installation Training Services, 1 day in-shop and/or in-field	No Charge	
Total:			\$733,535.20

NOTES:

- 1) Temple, Inc. reserves the right to charge 4% on all credit card purchases
- 2) Cost includes shipping but not taxes.
- 3) **Please send all orders to orders@temple-inc.com .**

Quote Valid for 30 Days

Tyler Berry

Roswell.112124.Preempt Equipment



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9542

MEETING DATE: December 9, 2024

DEPARTMENT: Fire

ITEM TYPE: Task Order

Approval to award a Task Order to Hussey Gay Bell for the design of Fire Station #27 in an amount not to exceed \$540,198.

Item Summary:

The purpose of this project is for the design of Fire Station #27 which will be relocated to Fouts Road, just south of the intersection of Holcomb Bridge on property that is currently owned by the City. The design shall include all site work needed as well as a new building. The building is estimated to be approximately 10,500 sq. ft. and will accommodate 3 truck bays, 8 bunks, kitchen area, dining/dayroom area, office space, gear lockers, EMS Storage, workout room, bathrooms with showers, and storage rooms for gear.

To date the City has conducted a boundary and topographic survey, a preliminary geotechnical investigation, and has developed a conceptual site layout and building layout.

Hussey Gay Bell will serve as the design professional under the Contract Agreement RFQ #23-121-G AE Design Services for Public Safety Facilities with the City of Roswell.

Committee or Staff Recommendation:

N/A

Financial Impact:

Funding in the amount of \$540,198 is available from the 2023 bond proceeds authorized by referendum.

Recommended Motion:

Motion to approve awarding a Task Order to Hussey Gay Bell for the design of Fire Station #27 in an amount not to exceed \$540,198.

Presented by:

Brian Watson, Director of Environmental/Public Works



Public Safety Engineer (Hussey Gay Bell). Response to RFP / SOW for
Fire Station No. 27 Design Professional Services. 10-1-2024

PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT

Request for Proposal

Prepared by

City of Roswell

FOR

Design Professional Scope of Services for:
Fire Station #27
Project No. 57105

Original RFP Issued – August 26, 2024

Addendum 1 Issued – September 20, 2024

(Addendum 1 – Responses are provided in black strikethrough and/or blue font in response to HGB's 09.05.24 mark-up of the original RFP)

Addendum 2 Issued – September 26, 2024

(Addendum 2 – Responses are provided in black strikethrough and/or red font in response to HGB's 09.25.24 comments on Addendum 1 of the RFP)

Attachment: HGB Executed Proposal for Design of FS-27 (Design of Fire Station #27)

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**Professional Services Supplemental Agreement Number – (TO - XX)
Between Owner and
Public Safety Engineer (Company Name)**

Design Professional Scope of Services for FIRE STATION #27

(Addendum 1 – Responses are provided in black strikethrough and/or blue font in response to HGB’s 09.05.24 mark-up of the original RFP)

(Addendum 2 – Responses are provided in black strikethrough and/or red font in response to HGB’s 09.25.24 comments on Addendum 1 of the RFP)

Design Professional’s Services for the Purposes of this Project the terms “Architect”, “Engineer”, **Public Safety Engineer**, and “Design Professional” shall be synonymous and carry the same meaning. Design Professional shall provide Basic and Additional Services as set forth below and in accordance with Public Safety Engineer (Company Name) Contract Agreement RFQ #23-121-G AE Design Services for Public Safety Facilities with City of Roswell (COR):

The Design Scope of Services contained herein is provided to convey to the Design Professional the City of Roswell’s minimum expectations / requirements. The Scope of Services listed are not necessarily all-encompassing and does not relieve the Design Professional of accounting for, and providing all necessary services required whether listed or not.

Design Professional Services Proposal Pricing: This design project is a Time & Materials (T&M) with a Not to Exceed (NTE) based on the fee schedule contained in the executed Agreement. Refer to **Attachment E** for specific details and format that is to be utilized when submitting the cost proposal.

The “Design to Budget” for the base construction cost of this Fire Station #27 Project is not to exceed \$7,000,000.00. This budget addresses all construction costs to include; General Requirements, Bonds, Insurance, Contractor Fee, and Escalation to mid-point of Construction. The “Bid Package” shall be designed and provided to fit within this base budget. **The \$7 million listed in the 1st sentence of this paragraph purposely does not include approximately \$940k of contingency. The City wants the project designed to the base budget, not to the budget that includes contingency. This to avoid designing to the overall budget which includes contingency as we have experienced in the past that the design will creep and utilize all contingency as though it was part of the base budget. The Design Professional’s cost estimates for the overall project that are discussed in section A.8 are to include the base budget and separate lines for contingencies.** The Design Professional is responsible to track the costing through all stages of design and not allow scope creep, and not allow the estimated cost to exceed the stated “Design to Budget.” The Design Professional’s has responsibility for providing valid ~~Engineers~~ **professional** estimates for construction costs in accordance with industry standards and to assure that **the City is apprised immediately if the cost estimate exceeds the budget and is to provide alternatives to the Owner for consideration to facilitate bringing the project back in line with the base not to exceed budget.** ~~these estimates do not exceed the projects Design to Budget.~~

I. BASIC SERVICES

A. GENERAL REQUIREMENTS

1. Design Services Description

The Design Professional shall provide the services necessary to fully develop a complete design for Fire Station #27 (FS#27) The Project Scope is as follows:

Fire Station #27 is to be located on the property owned by the City of Roswell located on Fouts Rd near the intersection of Fouts Road and Holcomb Bridge Road as shown in **Attachment A** entitled Topographic and Boundary Survey dated 01/10/2024. The property is in land lots 714 and 729, 1st District, 2nd Section City of Roswell, Fulton County Georgia. The 5.375 AC property consists of two lots: Parcel ID 12 279007290468 and Parcel ID 12 2670077300577 as shown in **Attachment A**. The overall size of Fire Station #27 is anticipated to be approximately 10,500 +/- Sq Ft.

The new FS #27 shall be designed and constructed to meet the following requirements:

- a. Be designed and constructed on City of Roswell property in land lots 714 and 729, 1st District, 2nd Section City of Roswell, Fulton County Georgia on the 5.375 AC property.
- b. Design a new building and proper site work as indicated in the conceptual site and floor/office lay-out plans as indicated in **Attachment B** and **Attachment C** respectively. Site work, floor, and office lay-out as per City of Roswell requirements.
- c. Preliminary Geotechnical report information is provided in **Attachment D**.

- d. The building shall accommodate 3 truck bays, 8 bunks, kitchen area, dining/dayroom area, office space, gear lockers, EMS Storage, workout room, bathrooms with showers, and storage rooms for gear. (See **Attachment C** for details.)
- e. Provide standby power capacity sufficient to supply lighting, mechanical ventilation systems, communication system, and associated equipment to maintain a fully functioning fire station. Additionally, the system shall have an automatic transfer switch to engage emergency back-up power when there is a power outage. New generator fuel storage shall be sized with a 72-hour capacity.
- f. As part of the design documents, and with the City of Roswell input, include new interior furnishings necessary to make the Fire Station fully functional (bunks, desks, lockers, kitchen appliances, etc.). [We understand that HGB includes Built-In Lockers, Casework, etc. Yes, the City would like HGB to account for FF&E, and list them as a bid alternate for the Owner consideration when bids come in.](#)
- g. Attachments A, B, C and D referenced above are provided as part of this RFP which once executed will become a Supplemental Services Agreement (Task Order), and part of the overall Owner – Design Professional Contract agreement.

2. Survey

Some preliminary survey has been completed that can be seen in **Attachment A (Parcel Information / Location)**. The Design Professional shall provide all necessary site topographic and boundary survey necessary to perform the required Design and Permitting of the Project and setting of initial benchmarks. Construction layout, staking, relocation of benchmarks, and other surveying necessary for the General Contractor to perform their work are not included in the basic services of the Design Professional.

3. Project Delivery Method

This Agreement presumes that the construction of the subject Project shall be procured utilizing the Design-Bid-Build method with one bid package.

4. Project Sight- Project/Program Data Tracking and Control System (DTCS)

The Owner has implemented a Program wide Project Document Tracking and Control System known as 'ProjectSight.' ProjectSight is a cloud-based data management software designed to streamline project collaboration, documentation, and communication among all team members. The Design Professionals use of the system is mandatory. Examples of what the Engineer will utilize the system for includes Design deliverable submissions, requests for information (RFI's), meeting minutes, applications for payment, etc. The Owner will grant access to one or two essential individuals from the Design Professional's organization that will be responsible for entering information into the system on behalf of the design firm. These two individuals will receive training on how to utilize the system for the needs/requirements of the project. The estimated training time for ProjectSight software is 2-hours for 2 people. All information and correspondence is to be routed through Public Safety Engineer, who will have the two (2) designated individuals responsible for interacting / working in ProjectSight.

5. Schedule Preparation

The Design Professional shall prepare a detailed project schedule immediately upon execution of the Design Services Supplemental and it will be incorporated into the Contract Agreement, as **Attachment F**. Project Schedule shall be updated, highlighting completed tasks and schedule adjustments on a regular periodic basis as the project progresses (updates monthly at a minimum and bi-weekly if the Owner's representative determines it is necessary). Design Professional shall provide services as necessary to meet the Project Schedule.

6. LEED

Not used.

7. Meetings /Coordination

Design Professional shall attend, participate, and lead design progress meetings as necessary and as requested by the Owner to meet the project schedule, to review work in progress, to resolve design issues, and as preparation for formal presentations. Design Professional shall also submit meeting notes for each design meeting. Design Professional's key team leads, as identified, and agreed with Owner, shall attend, and participate in design meetings, at the Owner's Offices*, as outlined below:

Bi-weekly 1-hour Teams/Zoom Progress Meetings	10
Design Development	2*
Construction Documents	2*
Presentations	2*

~~Additional meetings requested by the Owner to meet the project schedule, review work in progress, to resolve design issues, and as preparation for formal presentations shall be provided by the Design Professional as part of the included services. The Design Professional shall meet with the Owner's staff (Program Management, Fire Department, Environmental Public Works, and if needed meet with the Mayor and Council for updated Concept Design, 30% design, 60% design, and 90% design stage review and approval. The Design Professional's Project Manager will be available to attend all meetings as necessary identified in the paragraph above. Design Professional's Project Manager shall document all meetings and shall provide meeting minutes to the Owner's representative via the program and project database system (Project Sight) within two business days after each meeting. Project design meetings, or update meetings, held via teleconference, phone calls, or on-line, shall also be run by and documented by the Design Professional's Project Manager. not be considered as counting against the total number of designated meetings specifically required above.~~

8. Construction Cost Estimating

Design Professional shall prepare all Statements of Probable Construction Cost in accordance with the CSI Uniformat™ Cost Classification or an acceptable similar method as may be approved by the Owner. *The base Probable Construction Cost shall include all work planned to be included in the General Contractor's scope of work within the not to exceed design budget with separate line item listing for contingencies.* All Statements of Probable Construction Cost shall represent the facts existing as of the date of execution of the statement and shall represent the true state of the Design Professional's opinion as to the anticipated cost of construction (base design-to-cost, with contingency separated out as distinct separate line item(s). As well, estimates for Alternates shall be provided as separate line items from the design-to-cost and contingency). The Design Professional shall submit in writing to the Owner Statements of Probable Construction Cost at the Design Development stage, the 50% Construction Document stage, and at the 95% Construction Document stage. each stage of the Project Design to include each design stage and during the development of construction documents.

9. Design Criteria

The Design Professional shall be responsible for familiarizing and designing to local, state, and federal codes and ordinances. The Design Professional shall seek guidance from any applicable permitting office to ensure final design can be permitted and constructed. If unavoidable conflicts occur with the City code, the City will take the lead on resolving these conflicts, however the appropriate Design Professional may be requested to support the City Representative in the event of a conflict that warrants it. Avoidable conflicts with the City code are the Design Professional's responsibility to resolve. Unavoidable conflicts with the City code would be reimbursed at the Design Professional contracted hourly rates.

10. Energy Modeling

Not used.

11. Design Documents

The Design Professional shall provide all necessary documents and plans required by the applicable governing, regulatory and permitting Agencies for review including but not limited to the following: Fire Marshal; Community Development; Environmental Public Works Department, Fulton County (sewer easement) and incorporate all comments and necessary revisions received through the permitting process sufficient to receive approvals on behalf of the Owner and to allow the Construction Contractor to secure the Building Permit and any other permits that may be required and ultimately to receive all necessary agency approvals to receive a Certificate of Occupancy.

In addition to the design progress meetings required in item 7 above, the Design Professional shall be responsible for scheduling and attending up to three (3) meetings necessary to properly coordinate the design review by governing agencies, code officials, or utility authorities in obtaining building permit approvals on behalf of the Owner. The Design Professional shall inform the Owner of all scheduled meetings with the applicable Agencies and further provide documentation of all communications and directions provided by the agency within two business days of such events. Changes in the Project documents and/or plans requested by the permitting agencies shall not be implemented without informing the Owner of such request; and the documents and plans are not to be considered complete or final without review by the Owner. Public Safety Engineer should include two (2) rounds of permitting comments and responses, barring any design engineer errors and omissions.

12. Form of Design Document Submissions

Unless noted otherwise, when Design Professional is required to make a submission of any document(s) and/or drawing(s) to the Owner, the Design Professional shall provide up to 3 hardcopies and one electronic copy through Project Sight of the originals. Electronic copies shall be provided to the Owner in MS Word, MS Excel, MS PowerPoint, AutoCAD, and Adobe Acrobat, to the greatest extent possible. When providing documents in Adobe Acrobat those documents should be converted from their original software into Adobe so that the files are searchable and editable to the maximum extent possible. Bid and Construction Document printing, shipping, and delivery is to be included in the design fee budget presented with the proposal as they are reimbursable expenses.

Bid and Construction Documents will be electronically distributed in PDF format, tailored for 11 x 17 and full-size printing. The specifications are to be in PDF format. Additionally, the Owner requests the original native electronic files to be available internally (e.g., AutoCAD, Word, Excel) in addition to the PDFs. The complete set of electronic files provided to the City by the design professional, are for the City's internal use only. The Design Professional will also provide the selected General Contractor with AutoCAD (.DWG) files of the floor plan, reflected ceiling plan, and civil drawings typically used for construction with release forms filled out, properly executed, and submitted by the Contractor. Other .DWG drawing files may be requested by the Contractor for use and authorized on a case-by-case basis.

13. Basis of Design

The Design Professional shall prepare and update during the Project a Basis of Design Document. The Basis of Design is a document that records the concepts, calculations, decisions, and product selections used to meet the Owner's Project Requirements and to satisfy applicable regulatory requirements, standards, and guidelines. The Basis of Design will include both narrative descriptions and specific assumptions made by the Design Professional during design development as well as the reasoning behind those assumptions. For any Owner Requirements that cannot be met, documentation detailing what was done, its impact on the Owner's Project Requirements, and how the Owner's Project Requirements were modified shall be included in the Basis of Design. The Basis of Design shall include, but is not limited to, the following:

1. Specific codes, standards, and guidelines considered during design of the facility and designer interpretations of such requirements.
2. Information regarding ambient conditions (climatic, geologic, structural, existing construction) used during design.
3. City will provide all anticipated Fire truck Apparatus geometry and turning radius prior to the Basis of Design calculations.

The Owner will provide a standardized format to be used for the Basis of Design or the Design Professional may submit an alternative for consideration if the Design Professional has an existing format it prefers.

B. SPECIFIC REQUIREMENTS

After the Notice to Proceed, the Design Professional will perform the following services:

1. Design Phase

Design Professional shall, during the Design Phase, provide their best effort to minimize the Project construction cost and maintain the design of the Project, at all stages, so that the facility can be competitively bid to maximize the probability that bids can be obtained within the Owner's Construction Budget. Design Professional shall identify areas of the Project (Program) that the Design Professional recommends reducing, eliminating, or changing to an additive alternate, if necessary, to bring the design within the budget. Refer to the 4th paragraph at the beginning of this RFP and paragraph A.8 for further clarification regarding the basis of design cost.

- a. Site Investigation - Based on the included Concept Design the Design Professional shall provide a detailed outline of recommended services, if any, that Owner shall obtain under a separate contract. These services could include surveying, geotechnical, jurisdictional wetland/waters verification, etc. Public Safety Engineer is responsible for Boundary, Tree, Topography Survey and Utility Identification / Locates.
- b. The included concept design shall be rounded out as needed by the Public Safety Engineer to include detailed site plans indicating existing elements, existing utilities, proposed elements, and relocation of any utilities; and space allocation for future elements; building floor plans with individual space allocations; preliminary furniture layouts; revised building elevations, with building material types and selected for each elevation for each building; building cross-sections; the initial Basis of Design information necessary for; initial Energy

- ~~Model with design options outlined for different energy efficiencies (if applicable); updated Statement of Probable Construction Cost; updated LEED Checklist (if applicable) indicating the potential points to be obtained represented by the Design; and, outline specifications.~~
- c. The included concept design shall be rounded out by the Public Safety Engineer to include necessary coordination points between the buildings systems including but not limited to electrical connection points, communication data [points as applicable](#), special ventilation needs, and/or special plumbing connection requirements. These Design documents will fix and illustrate the size and character of the entire Project and its essentials, including but not limited to kinds of materials, criteria and sizing of major components, approximate layouts including required spaces for clearances, type of structure, grade elevations, sidewalks, existing utilities, utilities to be relocated (permanently and if needed temporarily), roads, parking areas, and descriptions of mechanical and electrical systems.
 - d. The Design will be required to be reviewed by the Owner's Staff (EPW, Program Management, and Fire Department). The Design Professional shall revise the Project Design as necessary based on the comments provided during each phase of the review process by the Owner. Upon the request of the Owner, the Design Professional shall furnish to the Owner physical models of the Project, at a specified scale. Such models, if required, shall be performed as an Additional Service to this Contract and will be compensated as Reimbursable Expenses.
 - e. Major System and Design Development Documents. In accordance with the approved Project Schedule and based upon approval of and comments made by the Owner regarding the Design Documents, the Design Professional shall prepare and submit to the Owner the Major System and Design Development Documents. These documents shall consist of a Site Plan, preliminary clearing, and tree protection plan (tree management plan), preliminary grading and drainage plan, preliminary planting plan, building plans, floor plans, sections, elevations, equipment layouts, other drawings as required, and outline specifications for a preliminary review by the Owner of the Major System components and Design Development documents. These documents will fix and illustrate the size and character of the entire Project and its essentials, including but not limited to the kinds of materials, the criteria and sizing of major components, equipment sizes and capacities, the approximate layouts including required spaces for clearances, the type of structure, etc.
 - f. The Design Professional shall provide preliminary specifications sections. The specifications at a minimum are to give basic descriptions of essential components of all systems. Design Development Package (~~schematic design~~) shall include an updated Statement of Probable Construction Cost [as noted in paragraph I.A.8 in this document](#). Upon the request of the Owner, the Design Professional shall furnish to the Owner sketches/illustrations/product samples and manufacturer's data sufficient for the Owner to assess and achieve a comfort level with the proposed Major Systems as outlined in the Design Develop Documents.
 - g. Construction Documents – The Design Professional shall work closely with the Owner to ensure that the development of the Construction Documents is in harmony with the [approved Design development package](#) ~~approved Schematic Design~~. The Design Professional shall attend regular scheduled project coordination meetings with the Owner to ensure that designs are proceeding in accordance with the approved Design and Project Requirements for the other.
 - (1) Utilizing the format developed by the Construction Specification Institute, the Design Professional shall prepare and submit to the Owner the Construction Documents based on the approved Schematic Design Documents, consisting of working drawings, specifications, and other documents as necessary to set forth in detail the architectural and engineering work required of the Design Professional necessary for the Owner to obtain competitive construction bids from responsible contractors.
 - (2) The Design Professional must provide all documents required for permitting agencies' approval that are necessary to receive a Certificate of Occupancy. The Construction Documents must indicate, in detail, the requirements for the construction of the Project (including all on-site and off-site work). The Design Professional shall design the work in a manner such that the buildings will be free from leaks if all components are installed in accordance with the Construction Documents.
 - (3) Design Professional shall submit Construction Documents to the Owner, on three different occasions/intervals mutually agreed to between the Design Professional and Owner, for review and comment. (Typical intervals would be [design development stage, 50% construction documents, and 95% construction documents](#)). ~~30%, 60% and 90% level of completion~~). After review and comment on each level of Construction Documents by the Owner, the Design Professional shall address the comments and continue forward toward the next level of completion and ultimately with preparation of final (Bid-Ready) Construction Documents, including final Specifications for all authorized work

on the Project. The Bid-Ready documents shall incorporate all comments and any modifications required for compliance with all applicable ordinances, codes, regulations, standards, the approved program, and written instructions from the Owner. The resulting final Bid-Ready Construction Document submittal is to be a complete, fully coordinated, intergraded package suitable for bidding distribution without any significant addenda or further clarification required.

- (4) At the 95% complete stage, unless mutually agreed otherwise, the Design Professional shall submit and obtain all necessary permit reviews and approvals with all COR Departments and other applicable regulatory agencies on behalf of the Owner, including but not limited to the following: Fire Marshal (state and local); Planning Department; Transportation & Public Works Department; Public Utilities; and Public Health Department. Design Professional shall be responsible for submitting all permitting forms, all required hard copies, and electronic copies in the formats required by the various agencies. Owner will pay all application and all permit fee unless noted otherwise, **along with associated printing and shipping costs.**
- h. Specification Format: The Specifications must be in the full Construction Specifications Institute (CSI) Master Format 50 Division 2004 version as established in the CSI Manual of Practice covering required materials, products and equipment, their installation and operation, quality assurances, reference standards and submittal requirements.
 - (1) Specifications must provide all supplemental information and requirements included but not elsewhere covered by the Contract Documents. Specifications shall not be provided on the Drawings.
 - (2) Owner will provide initial versions of the Advertisement for Bids, Instructions to Bidders, General Conditions, Special Conditions, Contract Agreement, Bond Forms, other Bidding Requirements and all Division 01 General Requirements specifications for review and incorporation into the Project Manual. If the Design Professional has any suggested changes to these front-end documents, they shall review them in "track changes edit" mode and provide comments or supplemental information to be edited into each of the Owner specifications to make the Owner provided documents a complete set of documents (Substitution of Design Professional sections for Owner provided sections is not an acceptable method for satisfying the review and comment requirements of the Owner specifications). Design Professional shall prepare technical specifications for all applicable areas of work and compile the Specifications for reproduction using the format provided by the Owner. Design Professional shall reformat and edit as needed all specifications provided by the Design Professional to match the Owner provided documents and numbering systems.
- i. Working Drawings shall consist of those drawings necessary to describe the size and character of the Project and its design, construction, materials, finishes, fixtures, civil, structure, mechanical systems and electrical systems and other related work. The Working Drawings must include, where applicable, at a minimum the following:
 - (1) Civil Engineering documents to consist of, but not limited to, all site improvements, retaining walls, grading, topographic lines, existing utilities (above and below grade), storm drainage, erosion control, paving, fencing, site sanitary system, site water system, landscaping, landscape irrigation (if any), utility relocations (temporary and permanent), and overall utilities coordination sheet;
 - (2) Architectural floor plans, exterior elevations, interior elevations, building sections, wall sections, reflected ceiling plans, interior and exterior details, door and finish schedules, furniture and equipment layouts, and roof plans. All Architectural Floor Plans shall be at not less than $1/8" = 1' 0"$ scale, must be fully coordinated with all other disciplines and all required equipment, and must show all required partitions, partition types, doors and door numbers, windows, room names and numbers, dimensions and any other required notes and information for complete floor plans;
 - (3) Detailing and dimensions that comprehensively describe the design of the building and site development in a consistent and coordinated manner;
 - (4) Wall sections and interior elevations at scales appropriate to illustrate with sufficient detail and clarity the intended work and thereby facilitate its construction;
 - (5) Reflected ceiling plans at the same scale as the respective floor plans. All reflected ceiling plans must be fully coordinated with all engineering disciplines and must show all required ceiling lights, diffusers,

access panels, returns, fans, smoke detectors, sprinkler heads, fire alarm devices, and any other required devices on the ceiling. The architectural reflected ceiling plan takes precedence over all the other engineering plans in regards to fixture and device locations. Sprinkler head requirements shall be per NFPA requirements and coordinated with the reflected ceiling plan;

- (6) Structural construction drawings and specification notes: These must be provided for any structural steel and cast-in-place concrete work, as well as for foundation reinforcing steel and any other structural elements. Structural Drawings shall include top of foundation elevations. Complete structural details at not less than 1/2" = 1' scale;
 - (7) HVAC, plumbing, and fire protection layouts showing major equipment and mains as well as typical distribution branches, riser diagrams, supply and return grilles, fire dampers, and a schedule of plumbing fixtures valves, and all other "end product" elements and features. All HVAC, plumbing and fire protection plans must be fully coordinated with the architectural floor plans, reflected ceiling plans and other engineering drawings. All Drawings shall be at not less than 1/8" = 1' 0" scale;
 - (8) Electrical systems, security systems, A/V Systems, data, and telecom system layouts, as well as riser diagrams for the building, and all other "end product" elements and fixtures. All electrical power, lighting, controls, security systems, A/V, and data/telecom plans, must be fully coordinated with the architectural floor plans, reflected ceiling plans, and all other engineering drawings; and
 - (9) Electrical site plans at not less than 1" = 50' scale.
- j. Defining the Construction Contractor's Responsibilities: Design Professional shall not require the Contractor to provide professional services that constitute the practice of architecture or engineering in the Construction Documents unless such services are proprietary for that portion of the Work or unless the Contractor needs to provide such services to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Design Professional will specify all performance and design criteria that such services must satisfy. The Contract Documents shall specify when shop drawings or submittals require the seal of a specialty consultant, provided that the Owner shall be consulted and shall approve each instance in which submittals are required to be provided by the Contractor under seal of the Contractor's specialty consultant.
 - k. Review of Construction Documents: If requested by the Owner the Construction Documents shall be submitted by the Design Professional to a designated third-party reviewer(s) for review of constructability and/or completeness. Such third-party review and correction of items found by the third-party shall not constitute a justification for additional compensation to the Design Professional. *Comments that the Design Professional disagrees with, decisions regarding these instances will be decided by the Owner.*
 - l. Finish Materials and Colors: Design Professional shall work with the Owner to select finish materials and colors and prepare color schedules and material/color boards for review, comment, revision, and approval by the Owner. *As well the Contract Documents shall require the GC to Submit all interior and exterior samples and submittals for Owner and Design Professional confirmation that the Contractor is providing what is intended.*
 - m. Construction Documents Approval: Design Professional shall meet with the Owner and Using Agency for the purpose of presenting and reviewing the Construction Documents including the updated schedule and a final Statement of Probable Construction Cost. The Design Professional shall obtain the written approval of the Owner for the Construction Documents before proceeding with the next phase.
 - n. Permitting: *Refer to paragraph G.4 regarding Design Professional responsibilities for permitting. This paragraph further supplements those requirements.* Design professional shall meet with the Owner and permitting agencies at appropriate stages of the Design to obtain appropriate preliminary approvals, final approvals, and/or insight from the local agencies responsible for permitting the Project at the earliest possible time. Design Professional shall prepare and submit documents, respond to comments from those agencies, meet with the agencies, and revise the Design as necessary and as directed by the Owner to comply with such permit reviews. Design Professional shall inform the Owner of all communications, directions, and meetings with the permitting agencies within two business days of such events. Changes in the Project Design requested by the permitting agencies shall not be implemented without first informing the Owner of such request. All permit practicals must be obtained prior to the Project being released for Bid, unless otherwise approved by the Owner. The permitting effort shall continue until the Owner and applicable permitting

agencies have approved the working drawings where a Contractor can obtain all necessary permits to construct the Project without need for further revisions. The acquisition of the permit shall not be the responsibility of the Design Professional.

- o. Alternates: Design Professional shall design the facility based on the available funds provided for in the Design to Budget. During all levels of the Design Phase, Design Professional shall include within the design, additive alternates authorized by the Owner, that can be competitively bid and awarded by the Owner, depending on funding availability, either at contract award or during the course of the construction. Incorporation of the alternates into the Project, at any phase, shall not represent a significant change to the Project Scope or additional services. *Bid alternates requested by the Owner that are not part of the base scope of services will be considered additional services. However, if the Owner decides to identify a particular base scope item as a bid alternate this is not considered additional services. Another scenario is if the Owner identifies an item in the base scope of services document to be an alternate (e.g. paragraph A.1.f) this is not considered an additional service.*

2. Bid and Award Phase

- a. Provide Construction Bid Documents prepared in an acceptable format to allow competitive bids to be received by the Owner for the required one bid package.
- b. Design Professional and/or Owner will place computer files of Bidding Documents, including Addenda, in a location to be determined by Owner to which bidders will have access to download the Documents. Bidders will print their own Documents.
- c. Design Professional's Project Manager shall attend the Pre-Bid meeting with the Owner to answer questions from potential bidders regarding the Project.
- d. The Owner will receive all bidder questions. The Design Professional shall support the Owner as requested in reviewing, determining acceptability, and responding to questions in accordance with the procedures set forth in the Bidding Documents, and support the Owner in the preparation of such necessary addenda as appropriate to clarify, correct, or change the Bidding Documents. The Owner will issue each finalized Addendum. All changes in Construction Bid Documents shall be marked, circled, or designated by other means to make the changes, being issued by addenda, clearly recognizable.
- e. The Design Professional shall assist the Owner in evaluation of the bids, review of the bid tabulation prepared by the Owner, evaluate the bidders' qualifications, and submit recommendation of award to Owner.
- f. The Design Professional shall prepare documents for submittal to the Mayor and Commission for contract award, including but not limited to conforming the bid documents into Contract Documents. Conforming the Contract Documents shall include editing the Bidding Documents to incorporate all changes made by any addenda or post bid addenda, actual bid submittal documents, revising the Agreement and Bond Forms to be contract and Contractor specific, and any negotiated cost, value engineering, and other necessary changes to prepare the Contract Documents for execution in a format acceptable by the Owner. *In the off chance that value engineering changes must occur as a result of the bid process, incorporation of these changes into the documents would be considered additional services for the Design Professional and would be reimbursed by the Owner.*
- g. The Bidding or Negotiating Phase will be considered complete upon execution of all Contract Documents with the Contractor by Owner.
- h. One bid event is anticipated for this project. If the project had to be modified after the 1st bid and re-bid for some unknown reason, it would be considered an additional service for the Design Professional involvement.

C. DEFINITIONS

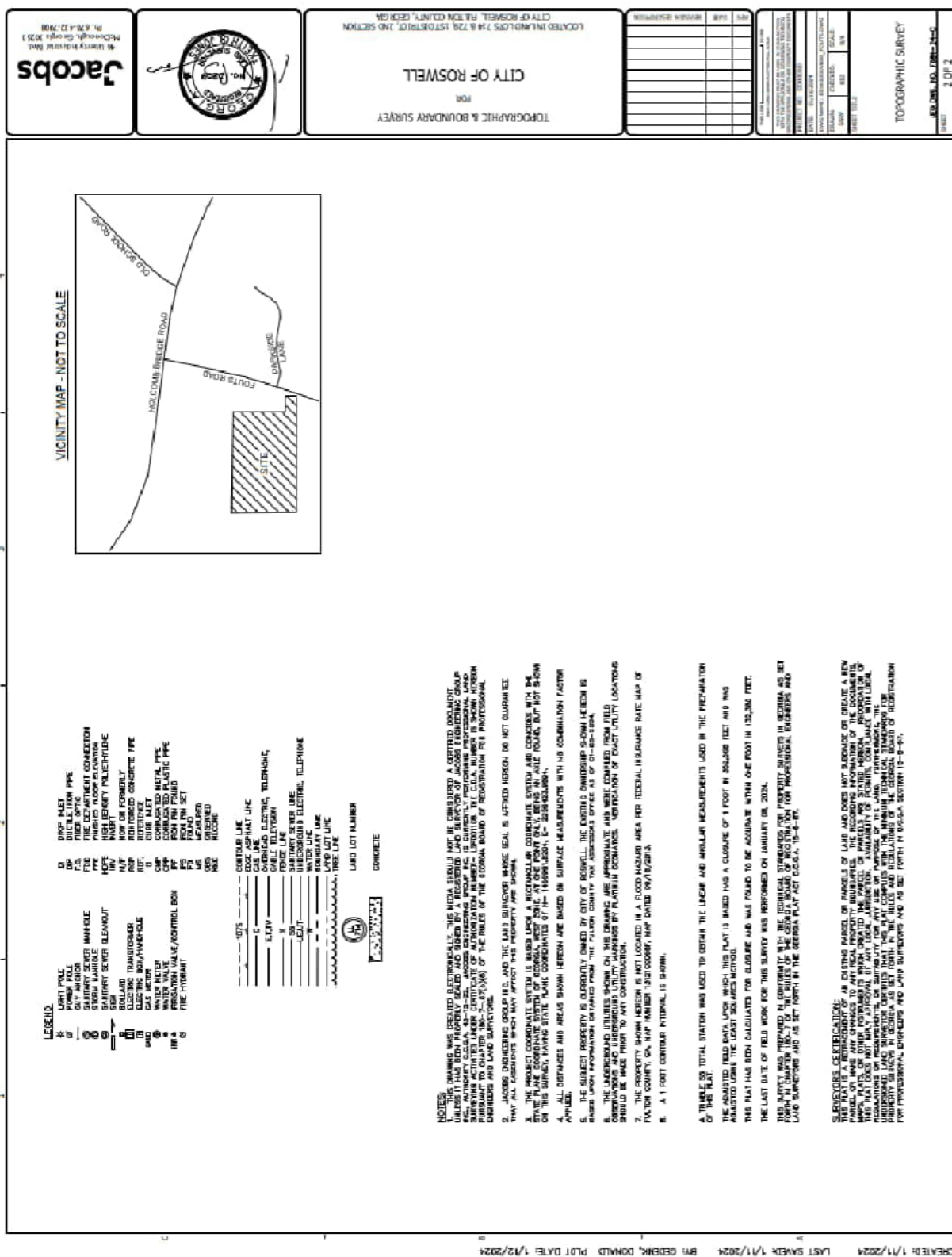
Wherever used in this Agreement (including the Attachments hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the Attachments; in the following provisions as defined in this Agreement:

- 1. Basic Services--The services to be performed for or furnished to Owner by Design Professional in accordance with Part I, of this Agreement.

2. Additional Services--The services to be performed for or furnished to Owner by Design Professional in accordance with Part II, of this Agreement.
3. COR – City of Roswell.
4. CSI – Construction Specification Institute.
5. Construction Contract – final executed Contract between General Contractor and Owner. To be provided by Owner and incorporated into the Contract Documents as defined in I, (B)(2)(f)(2).
6. Construction Cost--The cost to Owner of those portions of the entire Project designed or specified by Design Professional. Construction Cost does not include costs of Services of Design Professional or other design professionals and Subconsultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Part I(A)(7) of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. Construction Documents – All Project Documents and other documents required hereunder to be prepared by Design Professional to be used in bidding and construction of the Project in conformance with Owner's objectives and all requirements herein. "Construction Documents" include, without limitation, Drawings, Specifications, and those documents required under Section I(B)(2)(e)
8. Contract Documents – Defined in the Construction Contract; provided that until execution thereof, such term includes the draft or proposed agreement between Owner and Contractor for construction of the Project and any Construction Documents, as defined in Section I, (B)(2)(f)(2).
9. Design Professional – used interchangeably with the Design Professional or Design Professional team, Architect or Engineer.
10. Drawings – That part of the Contract Documents prepared or approved by Design Professional which graphically shows the scope, extent, and character of the Work to be performed by Contractor. For avoidance of doubt, "Shop Drawings" are not Drawings as so defined.
11. Final Completion – Defined in Section I(B)(4)(r).
12. General Contractor – The individual or entity with whom Owner enters the Construction Contract to provide materials, perform services, or work as provided in the Contract Documents.
13. Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
14. M&C – Mayor and City Council.
15. Owner – Includes the City of Roswell government and all of its designated representatives and staff to manage the Project.
16. Project Documents – Data, reports, Drawings, Specifications, record drawings, and other deliverables, whether in printed or electronic media format, provided or furnished by Design Professional to Owner pursuant to this Agreement.
17. ProjectSight – data tracking and control system implemented and utilized by Owner's Representative / Program Manager (Jacobs). Design Professional will upload electronic versions of all deliverables to ProjectSight data base for Owner's and Program Manager's use.
18. Program Manager – authorized representative of Owner, assigned to assist in all phases of the project and will be Owner's agent under Owner's supervision.
19. Reimbursable Expenses – The expenses set forth in Exhibit C, Section C2 that are incurred directly by Design Professional in connection with the performing or furnishing of Services for the Project, [and as allowed by the overarching City-Design Professional Services Agreement executed by HGB.](#)

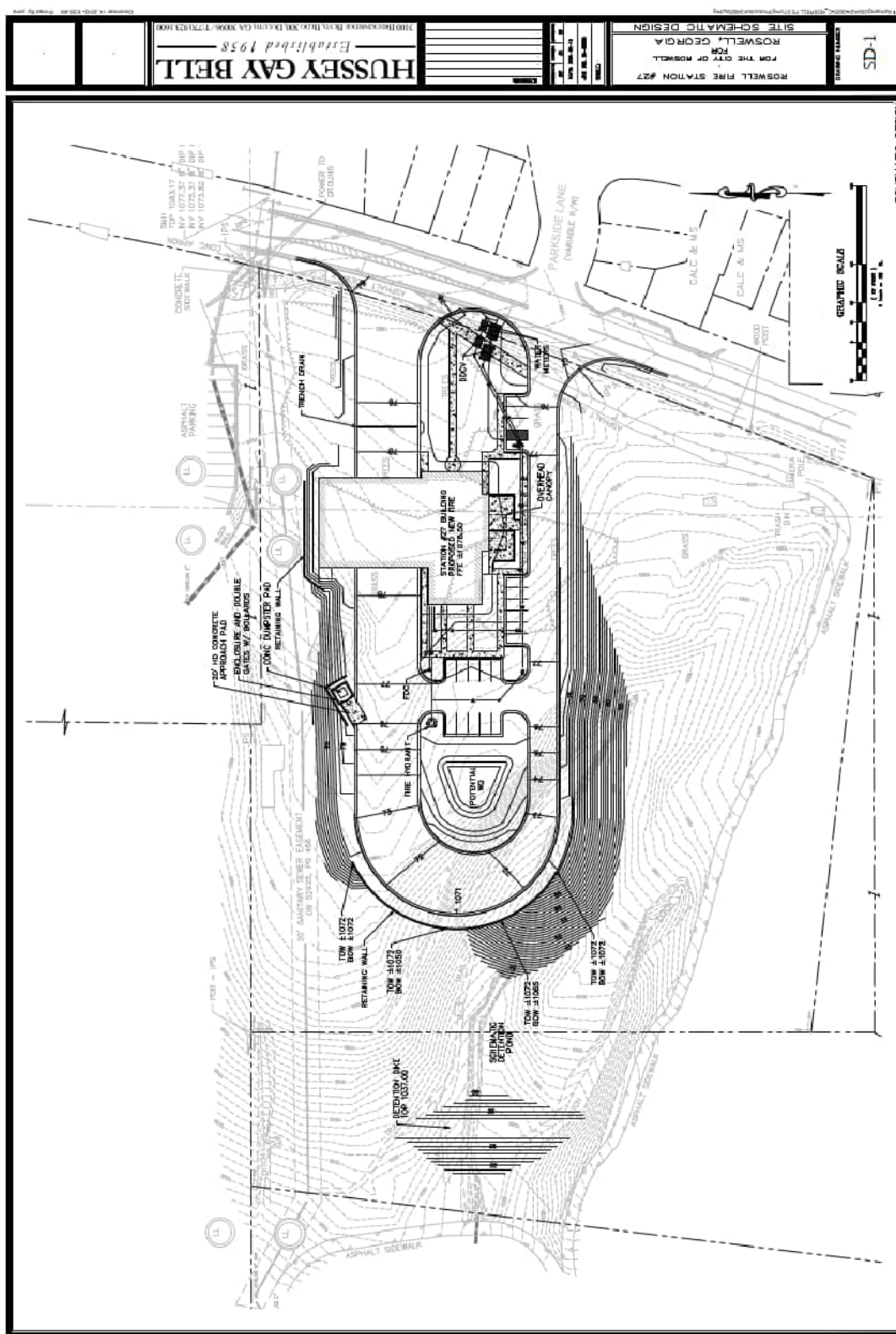
20. Resident Project Representative – The authorized representative of Design Professional, if any, assigned to assist Design Professional at the Site during the construction phase. The Resident Project Representative will be Design Professional’s agent or employee and under Design Professional’s supervision. As used herein, the term “Resident Project Representative” includes any assistants of Resident Project Representative agreed to by Owner.
21. Services – The services to be performed for or furnished to Owner by Design Professional in accordance with this Agreement. Such term includes Basic Services and Additional Services.
22. Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
23. Subconsultants – Individuals or entities having a contract with Design Professional to furnish services with respect to this Project as Design Professional’s independent professional associates, subcontractors, or vendors.
24. Substantial Completion – Defined in Section I. (B)(4)(p) of this agreement.
25. Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of Services of Design Professional or other design professionals and Subconsultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
26. Stakeholders – an established group to provide input on functionality, general design, and operation and maintenance guidance to the Project planning and design team professionals in accordance with the intent and descriptions of the Project as approved by the Mayor and City Council. The Stakeholder group is generally created to function during the Design Phase but may be used during certain components of the construction phase. The stake holder membership is selected to provide representation of Owner’s Staff who generally will become responsible for the use, operation, and maintenance and ultimate use of the final product of the Project.
27. Work – All construction, materials, and services to be performed by the Contractor that are required by the Contract Documents and Construction Contract or reasonably inferable therefrom. The Work may refer to the whole Project or only a part of the Project, as appropriate based on context.

D. ATTACHMENTS



Note: Attachment A is provided as a separate PDF as well.

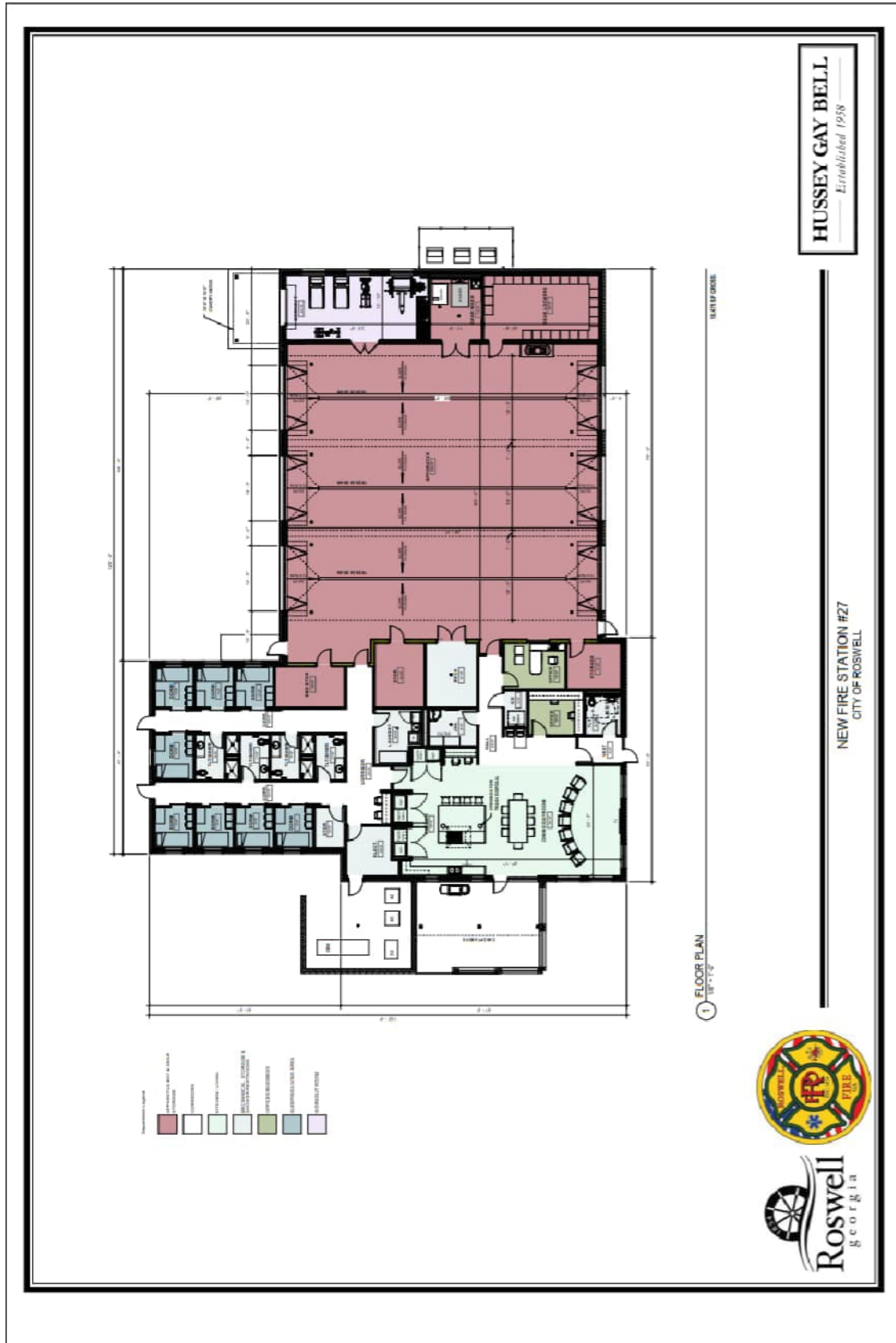
Attachment B: Preliminary Site Concept Plan



Attachment: HGB Executed Proposal for Design of FS-27 (Design of Fire Station #27)

Note: Attachment B is provided as a separate PDF as well.

Attachment C – Preliminary Concept Floor Plan



Note: Attachment C is provided as a separate PDF as well.

Attachment D: Preliminary Geotechnical Engineering Report**ECS Southeast, LLC**

Preliminary Geotechnical Engineering Report

Fouts Rd & Holcomb Bridge Rd Development

Fouts Rd and Holcomb Bridge Road
Roswell, Georgia

ECS Project No. 10:12173

January 31, 2024



Note: Full Report provided as a separate PDF.

Attachment E - Design Professional Cost Proposal for Fire Station #27 Services

I. COST PROPOSAL / COMPENSATION

- A. As provided in this Attachment E, Design Professional shall be compensated for Basic Services on an hourly basis at the rates provided herein, plus Reimbursable Expenses; however, such compensation shall not exceed Five Hundred Forty Thousand, One Hundred Ninty-eight Dollars (\$ 540,198.00) ("NTE Limitation").
- B. Subject to the NTE Limitation, Owner shall compensate the Design Professional for Owner-approved and satisfactory performance in accordance with the terms of this Agreement in the following manner:
1. An amount equal to the cumulative hours charged to the Project by each of Design Professional's employees and Design Professional's Subconsultant's employees multiplied by the Standard Hourly Rate (as provided in executed agreement) for each person for all Basic Services performed specifically on the Project, plus allowable Reimbursable Expenses, if any.
 2. At no point shall the amount to be paid the Design Professional for a particular Element exceed the total for that Element, as set forth in the table below, or the amount of the Services completed for that Element.
 3. The total compensation for each Element is based on the following distribution of the NTE Limitation, which applies to both hourly compensation (Paragraph I.B.1) and Reimbursable Expenses (Section II) required for each Element:

Proposal Costs Summarized by Bid Item (See attached detailed sheets showing breakdown by Bid Item)					
Bid Item No. & Description	Estimated Level of Effort (Hrs)	Labor Cost (\$)	Reimbursable Expenses (\$)	Total NTE Cost (\$)	Line Item % of Total Cost
1.0 - Design Project Management	104.0	\$19,480.00	\$0.00	\$19,480.00	3.61%
1.A.1 - Design Services - FF&E	176.0	\$16,800.00	\$620.00	\$17,420.00	3.22%
1.A.2 - Survey	128.0	\$17,260.00	\$4,288.00	\$21,548.00	3.99%
1.A.3 - Project Delivery Method	N/A	N/A	N/A	N/A	N/A
1.A.4 - ProjectSight	6.0	\$780.00	\$0.00	\$780.00	0.14%
1.A.5 - Schedule Preparation	26.0	\$5,200.00	\$0.00	\$5,200.00	0.96%
1.A.6 - LEED	Not Req'd	Not Req'd	Not Req'd	Not Req'd	Not Req'd
1.A.7 - Meetings / Coordination	162.0	\$27,400.00	\$4,340.00	\$31,740.00	5.88%
1.A.8 - Construction Cost Estimating	126.0	\$20,200.00	\$0.00	\$20,200.00	3.74%
1.A.9 - Design Criteria	N/A	N/A	N/A	N/A	N/A
1.A.10 - Energy Modeling	Not Req'd	Not Req'd	Not Req'd	Not Req'd	Not Req'd
1.A.11 - Design Documents	170.0	\$23,380.00	\$0.00	\$23,380.00	4.33%
1.A.12 - Form of Design Document Submission	N/A	N/A	N/A	N/A	N/A
1.A.13 - Basis of Design	184.0	\$28,700.00	\$0.00	\$28,700.00	5.31%
1.B.1 - Design	2287.0	\$334,660.00	\$7,710.00	\$342,370.00	63.38%
1.B.3 - Bid & Award Phase	195.0	\$28,160.00	\$1,220.00	\$29,380.00	5.44%
Grand Totals:	3564.0	\$522,020.00	\$18,178.00	\$540,198.00	100.00%

4. Design Professional may request that the Owner adjust the distribution of the NTE Limitation (whether for Hourly Compensation or Reimbursable Expenses) between individual elements to be consistent with the quantity of Services rendered if approved by the Owner in its sole discretion, but in no event shall the total compensation exceed the NTE Limitation.
5. The total compensation for Design Professional's Services included in the breakdown by elements as noted above incorporates all labor, overhead, profit, Reimbursable Expenses and Design Professional's Subconsultant's charges.
6. The amounts billed by the Design Professional for Services under Attachment E, Section II shall be based on the cumulative hours performed and charged to the Project during the billing period by each of Design Professional's employees and each of the Design Professional's Subconsultant's employees at the Standard Hourly Rates set forth in Attachment E Appendix 1. Design Professional shall not charge hours to the Project for employees that

typically perform administrative or overhead tasks and that do not perform specific Services on this Project (e.g., principals, executives, marketing, accounting, clerical, and human resource staff).

II. COMPENSATION FOR REIMBURSABLE EXPENSES

- A. Subject to the NTE Limitation set forth in Attachment E, Section I hereof, Owner shall pay Design Professional for Reimbursable Expenses required by the Agreement at the rates set forth below. Reimbursable Expenses include only the following expenses that are required for the Design Professional to fulfill its contractual obligations for the Project: mileage to the Project Site or Owner's office; printing, reproduction, and distribution; costs for all reports, photographs, Drawings, Specifications, meeting minutes, or other documents required in Exhibit A; shipping or postage for documents required by Exhibit A; electronic media for delivery of electronic copies of documents; and all other non-labor cost associated with fulfilling the Design Professionals requirements of Exhibit A that are not specifically excluded as non-reimbursable below.
 1. All Reimbursable Expenses shall be based actual costs incurred, but not greater than local competitive rates.
 2. Mileage for transportation to the Site will be reimbursed at the standard mileage rate set by the Internal Revenue Service for the actual mileage traveled. A maximum mileage allowed per site visit shall be a total round trip of 150 miles. Any mileage in excess of the 150-mile limit will not be reimbursed.
 3. Reimbursable Expenses will solely include direct Project-related expenses.
- B. Additional Reimbursable Expenses, when approved in writing by the Owner prior to being expended, shall include; transportation, reproduction of reports, Drawings, Specifications, and similar Project-related documents in excess of those required under Exhibit A; shipping or postage; permit fees; other expenses as may be associated with Additional Services.
- C. The following expenses are not Reimbursable Expenses: toll telephone calls, mobile phone charges, internet charges, computer usages, printer usage, equipment usage charges, digital camera usage, reproduction or printing costs for incomplete or draft documents, standard office supplies, transportation rentals; fuel charges; or any other overhead items of the Design Professional that are not specifically and solely used for this Project.

III. OTHER PROVISIONS CONCERNING PAYMENT

- A. Whenever Design Professional is entitled to compensation for the charges of Design Professional's Subconsultants, those charges shall be the amounts billed by Design Professional's Subconsultants, without additional mark-up.
- B. The Reimbursable Expenses (by Design Professional or Design Professional's Subconsultant) shall be invoiced to the Owner at cost.
- C. To the extent necessary to verify Design Professional's charges and upon Owner's timely request, Design Professional shall make copies of such records available to Owner without an increase in compensation or the NTE Limitation.

IV. COMPENSATION FOR ADDITIONAL SERVICES

Owner shall pay Design Professional for Additional Services at an amount agreed upon and approved in writing by Owner before performance of such Additional Services. Additional Services performed by the Design Professional prior to written approval from the Owner will be at the sole risk of the Design Professional.

V. ACKNOWLEDGEMENT

NTE Amount (NTE Limitation). (To be filled out by proposer):

Five Hundred and Forty Thousand, One Hundred and Ninty-eight Dollars (\$ 540,198.00)SUBMITTED BY (Company): Hussey Gay BellSIGNATURE:  DATE: October 1, 2024PRINTED NAME: Christopher M. Caudle, AIAADDRESS: 3100 Breckinridge Blvd. Building 300CITY / STATE: Duluth, GA ZIP 30096TELEPHONE: (770) 923 - 1600
Area Code

NOTE: Design Professional is to return the entire RFP with pages 21 thru 23 filled out. Place the following verbiage on the cover page of this document (between the City's logo and the document title):

Public Safety Engineer (Company Name) . Response to RFP / SOW for Fires Station No. 27 Design Professional Services.

The design professional is to provide electronic Excel spreadsheet breaking down each Bid Item in detail to include Discipline, Description, Labor Category, Rate (\$/Hr.), Estimated LOE(Hrs), Reimbursable Expenses, and Estimated Cost.

See the Example of Detailed Spreadsheet to be submitted in Excel format electronically shown below:

Item #	Discipline	Description	Labor Category	Rate (\$/hr.)	Estimated LOE (hrs.)	Reimbursable Expenses	Estimated Cost
1.A.11 - Design Documents							
1.A.11	Architect & Interior	Design Documents	Electronic Files at Each Phase (Designer II)	\$120.00	22.0	\$0.00	\$2,640.00
1.A.11	Architect & Interior	Design Documents	Electronic Files at Each Phase (Admin Assist.)	\$70.00	8.0	\$0.00	\$560.00
1.A.11	Architect & Interior	Design Documents	Spec Formatting to Owner's # System:	\$0.00	0.0	\$0.00	\$0.00
1.A.11	Architect & Interior	Design Documents	Designer II	\$120.00	28.0	\$0.00	\$3,360.00
1.A.11	Architect & Interior	Design Documents	Administration Assistant	\$70.00	18.0	\$0.00	\$1,260.00
1.A.11	Architect & Interior	Design Documents	Managing Principal Architect	\$200.00	10.0	\$0.00	\$2,000.00
1.A.11	Civil & Survey	Design Documents	N/A	\$0.00	0.0	\$0.00	\$0.00
1.A.11	Structural	Design Documents	N/A	\$0.00	0.0	\$0.00	\$0.00
1.A.11	Cost Estimating	Design Documents	N/A	\$0.00	0.0	\$0.00	\$0.00
1.A.11	MEP	Design Documents	Electrical Engineer (Non Registered)	\$135.00	8.0	\$0.00	\$1,080.00
1.A.11	MEP	Design Documents	Mechanical Engineer (Non Registered)	\$135.00	8.0	\$0.00	\$1,080.00
1.A.11 - Design Documents Subtotal:					102.0	\$0.00	\$11,980.00
1.A.13 - Basis of Design							
1.A.13	Architect & Interior	Basis of Design	Managing Principal Architect	\$200.00	40.0	\$0.00	\$8,000.00
1.A.13	Architect & Interior	Basis of Design	Designer II	\$120.00	30.0	\$0.00	\$3,600.00
1.A.13	Architect & Interior	Basis of Design	Administration Assistant	\$70.00	22.0	\$0.00	\$1,540.00
1.A.13	Civil & Survey	Basis of Design	Engineer III	\$120.00	40.0	\$0.00	\$4,800.00
1.A.13	Civil & Survey	Basis of Design	Senior Engineer	\$160.00	8.0	\$0.00	\$1,280.00
1.A.13	Civil & Survey	Basis of Design	Engineer I	\$100.00	8.0	\$0.00	\$800.00
1.A.13	Structural	Basis of Design	N/A	\$0.00	0.0	\$0.00	\$0.00
1.A.13	Cost Estimating	Basis of Design	N/A	\$0.00	0.0	\$0.00	\$0.00
1.A.13	MEP	Basis of Design	Electrical PE (Principal)	\$250.00	24.0	\$0.00	\$6,000.00
1.A.13	MEP	Basis of Design	Mechanical PE (Associate)	\$210.00	24.0	\$0.00	\$5,040.00
1.A.13 - Basis of Design Subtotal:					196.0	\$0.00	\$31,060.00

Attachment: HGB Executed Proposal for Design of FS-27 (Design of Fire Station #27)



City of Roswell
Mayor and Council
AGENDA ITEM REPORT

ID # - 9560

MEETING DATE: December 9, 2024
DEPARTMENT: Community Development
ITEM TYPE: Approval

Cell Tower - 11675 Wills Road. (The applicant is requesting deferral to a future meeting.)

Item Summary:

The applicant, Diamond Construction and Verizon Wireless, is requesting deferral to a future meeting.

Committee or Staff Recommendation:

The Community Development Department recommends deferral of the proposed cell tower request.

Financial Impact:

N/A

Recommended Motion:

Motion to defer the application for a Cell Tower at 11675 Wills Road to a future Mayor and Council meeting.

Presented by:

Jackie Deibel, Deputy Director of Community Development

From: [Johnathan Clark](#)
To: [Jackie Deibel](#)
Cc: david.kirk@troutman.com; [Jonathan Yates](#)
Subject: Wireless Facility Application: 11675 Wills Road (Parcel # 12 24600645021)
Date: Monday, December 2, 2024 8:48:33 AM

EXTERNAL EMAIL

Jackie,

We would respectfully request that our application be placed on hold and be taken off City Council's agenda for December 9th. We are making this request in order to explore the possibility of other potential locations on the Georgia Power Company property.

We thank you very much for all of your assistance with this project.

Best,

John L. Clark

--

John L. Clark
Project Assistant
Hellman Yates, PA
105 Broad Street, Third Floor
Charleston, South Carolina 29401
p: (843)414-9756 e: jlc@hellmanyates.com

**City of Roswell****Mayor and Council****AGENDA ITEM REPORT****ID # - 9450**

MEETING DATE: December 9, 2024

DEPARTMENT: Community Development

ITEM TYPE: Public Hearing

RC 20235097 - Old Riverside Road - Metropolitan River Protection Act.**Item Summary:**

The applicant, Michael Shepherd, is requesting approval of the Metropolitan River Protection Act Certificate for 0 Old Riverside Road for a new subdivision.

Committee or Staff Recommendation:

The Atlanta Region Commission (ARC) has reviewed the proposed application and has found it to be consistent with the ARC plan.

The Community Development Department recommends approval of Metropolitan River Protection Act Certificate

Financial Impact:

N/A

Recommended Motion:

Motion to approve the Metropolitan River Protection Act Certificate for RC 20235097- 0 Old Riverside Road.

Presented by:

Kristen Thomasberger, Planner II



Memo

To: Mayor and City Council

From: Jeannie Peyton
Planning and Zoning Director

Date: December 9, 2024

Subject: RC20235097 – Metropolitan River Protection Act Certificate
Old Riverside Road, Land Lot 622, 1st District, 2nd Section, Fulton County,
Roswell, Georgia

Enclosed please find the plan for the above referenced river corridor application.

The project's allocation numbers for impervious and clearing have been reviewed by the Atlanta Regional Commission. The ARC finding is consistent. Additionally the updated site plan showing the 150 buffer has been reviewed by ARC. ARC has confirmed that the proposed access road located within the 150 foot buffer off of Old Riverside Road is permissible, any impervious on the proposed single family lots will be required to stay outside the limits of the buffer.

All properties in the river corridor require MRPA certification for the total allowable impervious and clearing for any new building, addition, or land disturbance. Adherence to these approved numbers is reviewed and scrutinized by staff during the permitting process. All new subdivisions must submit a preliminary plat to be reviewed by Planning Commission and a Final Plat reviewed by Mayor and City Council during the permitting process. All applications for development in the river corridor must provide the requirements found in the checklists provided with the application and must address any conditions or comments from the plan reviewers before permits and certificates of occupancy are issued.

The Community Development Department recommends approval of the Metropolitan River Protection Act Certificate. This approval recommendation is only for the Atlanta Regional Commission vulnerability calculations for maximum clearing and impervious

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allocation. A site plan meeting all code regulations will be required when the Plat, Building Permit and Land Disturbance Permit applications are submitted to the city.

Permitting Process for New Subdivision in the River Corridor

1. Approval of MRPA certificate numbers
2. Applicant has a stormwater concept meeting with EPW
3. Applicant submits a Preliminary Plat for a subdivision
 - reviewed by the following departments:
 - Planning and zoning
 - Engineering
 - Tree
 - Transportation
 - Fire
 - Building
 - Stormwater
 - GIS
 - Fulton County Health
4. Preliminary plat is reviewed and voted on by the Planning Commission.
5. Applicant submits a land disturbance permit application
 - Reviewed by the following departments:
 - Planning and zoning
 - Engineering
 - Tree
 - Transportation
 - Fire
 - Building
 - Stormwater
6. Applicant schedules all required inspections by land development inspectors

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7. Applicant submits Final Plat
 - Reviewed by the following departments
 - Planning and zoning
 - Engineering
 - Tree
 - Transportation
 - Fire
 - Building
 - Stormwater
 - GIS
 - Fulton County Health
8. Final Plat is reviewed and voted on by Mayor and City Council
9. Applicant submits building permits for each new single family home
 - Reviewed by the following departments:
 - Engineering
 - Building
 - Planning and Zoning
 - Any other applicable departments
10. Applicant schedules all required inspections by building inspectors.

The following plans are included with this application.

1. ARC Final Finding
2. Application
3. Property owner documentation
4. Site plan - updated
5. Erosion control plan
6. City of Roswell stormwater, erosion, preliminary and final plat, land disturbance and building permit checklists

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Atlanta Regional Commission • 229 Peachtree Street NE | Suite 100 | Atlanta, Georgia 30303 • ph: 404.463.3100 fax: 404.463.3205 • atlantaregional.org

DATE: OCTOBER 5, 2024

TO: MAYOR KURT WILSON, City of Roswell
ATTN TO: JACKIE DIEBEL, COMMUNITY DEVELOPMENT DIRECTOR, City of Roswell
FROM: Anna Roach, Executive Director, Atlanta Regional Commission



ARC has completed a regional review of the following proposal and made the below finding. ARC reviewed the proposed project's relationship to regional plans, goals, and policies and impacts it might have on the activities, plans, goals, and policies of other local jurisdictions and state, federal, and other agencies.

Name of Proposal: RC-24-01R Old Riverside Subdivision

Submitting Local Government: City of Roswell

Date Opened: September 25, 2024

Date Closed: October 5, 2024

FINDING: ARC staff have completed a review of an application for a MRPA Certificate for this proposed project in the Chattahoochee River Corridor. ARC's finding is that the project is consistent with the Chattahoochee River Corridor Plan

Additional Comments: Comments received from the National Park Service are attached. Recommendations are made to minimize/avoid impacts to the floodplain and to maintain the area's natural ecology and habitat including: (1) clean all mud and debris from equipment that may transport unwanted pests before being brought on-site and use only native grass seed or native vegetation for stabilizing the project area following construction; (2) use native plant species for landscaping to reduce the spread of invasive species into natural areas; (3) implement stormwater BMP's to limit erosion and sedimentation; and (4) implement best management practices such as rain gardens and rain barrels that will minimize stormwater runoff from impervious area being created.

THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES RECEIVED NOTICE OF THIS REVIEW:

ATLANTA REGIONAL COMMISSION
NATIONAL PARK SERVICE
CITY OF DUNWOODY

GEORGIA DEPARTMENT OF NATURAL RESOURCE
GEORGIA CONSERVANCY
CITY OF SANDY SPRINGS

CHATTAHOOCHEE RIVERKEEPER
CITY OF ROSWELL

For questions, please contact Donald Shockey at (470) 378-1531 or dshockey@atlantaregional.org. This finding will be published to the ARC website at <https://atlantaregional.org/plan-reviews>.

Attachment: 2_ARC Final Finding (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

Munis #: 20235097

Property ID: 12 -2450-0622-070-7

RECEIVED

By City of Roswell Planning & Zoning at 9:42 am, Dec 11, 2023

APPLICATION FOR METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

1. **Name of Local Government:** CITY OF ROSWELL

2. **Owner(s) of Record of Property to be Reviewed:**
Name(s): MYRLON C BELL
Mailing Address: 3608 RIALTO AVE
City: EVANS **State:** CO **Zip:** 80620 8916
Contact Phone Numbers (w/Area Code):
Daytime Phone: _____ **Fax:** _____
Other Numbers: _____

3. **Applicant(s) or Applicant's Agent(s):**
Name(s): MICHAEL SHEPHERD
Mailing Address: 735 LONGLEAF BLVD, SUITE A
City: LAWRENCEVILLE **State:** GA **Zip:** 30046
Contact Phone Numbers (w/Area Code):
Daytime Phone: 770-418-9823 **Fax:** _____
Other Numbers: _____

4. **Proposed Land or Water Use:**
Name of Development: OLD RIVERSIDE ROAD
Description of Proposed Use: RESIDENTIAL SUBDIVISION

5. **Property Description (Attach Legal Description and Vicinity Map):**
Land Lot(s), District, Section, County: LAND LOT 622 OF THE 1ST DISTRICT, 2ND SECTION
FULTON COUNTY
Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection:
0 OLD RIVERSIDE RD, 430 FEET WEST FROM THE INTERSECTION OF RIVERSIDE RD AND OLD RIVERSIDE RD
Size of Development (Use as Applicable):

Acres:	Inside Corridor: <u>6.057</u>	Outside Corridor: <u>0</u>	Total: <u>6.057</u>
Lots:	Inside Corridor: <u>6</u>	Outside Corridor: <u>0</u>	Total: <u>6</u>
Units:	Inside Corridor: <u>1</u>	Outside Corridor: <u>0</u>	Total: <u>1</u>

Other Size Descriptor (i.e., Length and Width of Easement):
Inside Corridor: _____
Outside Corridor: _____
Total: _____

Attachment: 3_Application - signed (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

6. Related Chattahoochee Corridor Development:

A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application? NO

If "yes", describe the additional land and any development plans: _____

B. Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval? NO

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): _____

7. How Will Sewage from this Development be Treated?

A. Septic tank _____

Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site.

B. Public sewer system FULTON COUNTY

8. Summary of Vulnerability Analysis of Proposed Land or Water Use:

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land Disturb. (Maximums Shown In Parentheses)	Percent Imperv. Surf. (Maximums Shown In Parentheses)
A	N/A			(90)	(75)
B	N/A			(80)	(60)
TRACT 1: C	39,938 39,938 Sq. Ft.	27,956 Sq. Ft.	17,927 Sq. Ft.	(70) 70%	(45) 45%
D	32,816 Sq. Ft.	16,408 Sq. Ft.	9,844 Sq. Ft.	(50) 50%	(30) 30%
E	191,102 Sq. Ft.	57,330 Sq. Ft.	28,665 Sq. Ft.	(30) 30%	(15) 15%
F				(10)	(2)
Total:				N/A	N/A

9. Is any of this Land within the 100-Year Floodplain of the Chattahoochee River? YES
 If "yes", indicate the 100-year floodplain elevation: 871
NOTE: The 100-year river floodplain is defined as the natural land surface below the one hundred- (100) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.
NOTE: All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.
10. Is any of this land within the 500-year floodplain of the Chattahoochee River? YES
 If "yes", indicate the 500-year flood plain elevation: 873
NOTE: The 500-year floodplain is defined as the natural land surface below the five hundred- (500) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.
NOTE: Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).
11. The following is a checklist of information required to be attached as part of the application. Individual items may be combined.

FOR ALL APPLICATIONS:

- ____ Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).
- ____ Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)
- ____ Written consent of all owners to this application. (Space provided on this form)
- ____ Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)
- ____ Description of proposed use(s). (Space provided on this form)
- ____ Existing vegetation plan.
- ____ Proposed grading plan.
- ____ Certified as-builts of all existing land disturbance and impervious surfaces.
- ____ Approved erosion control plan.
- ____ Detailed table of land-disturbing activities. (Both on this form and on the plans)

____ Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

____ Documentation on adjustments, if any.

____ Cashier's check or money order (for application fee).

FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):

____ Site plan.

____ Land-disturbance plan.

FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:

____ Concept plan.

____ Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

Robin Elam
dotloop verified
10/16/23 2:04 PM EDT
15Bj-LPRE-JUST-7CHK

10/13/2023

Signature(s) of Owner(s) of Record

Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

Mr. R. Shepard

12/7/2023

Signature(s) of Applicant(s) or Agent(s)

Date

14. The governing authority of Roswell requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

Jackie Dibel

2/6/24

Signature of Chief Elected Official or Official's Designee

Date

Filed in Office
 Clerk Probate Clerk
 Gwinnett County, GA
 04/04/2022 11:25:53 AM

IN THE PROBATE COURT OF GWINNETT COUNTY
 STATE OF GEORGIA

IN RE: ESTATE OF

MYRLON BELL,
 DECEASED

ESTATE NO. 22-E-000510

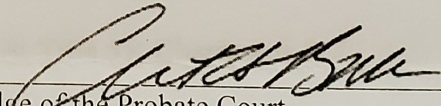
LETTERS TESTAMENTARY

[Relieved of Filing Returns]

At a regular term of Probate Court, the Last Will and Testament dated **February 18, 2011** of the above-named decedent, who was domiciled in this county at the time of his or her death or was domiciled in another state but owned property in this county at the time of his or her death, was legally proven in solemn form to be the decedent's will and was admitted to record by order, and it was further ordered that **ROBIN BELL-ELAM** named as executor in said will, be allowed to qualify, and that upon so doing, letters testamentary be issued to such executor.

THEREFORE, the executor, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of executor under the will of said decedent, according to the decedent's will and the law.

Given under my hand and official seal: 3/29/2022


 Judge of the Probate Court

NOTE: The following must be signed if the
 Judge does not sign the original of
 this document:

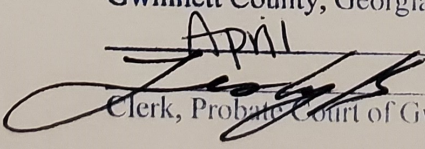
Issued by:

Clerk of the Probate Court

STATE OF GEORGIA
 GWINNETT COUNTY [Seal]

THE UNDERSIGNED, Clerk of the Probate Court of
 winnett County, Georgia, DO HEREBY CERTIFY the
 within and foregoing is a true and correct copy of the
 original as it appears on the record and filed in the office
 of the Probate Court of Gwinnett County, Georgia, and
 that the same is in full force and effect,

Witness my hand and seal of the Probate Court of
 Gwinnett County, Georgia this 4 day of April 2022


 Clerk, Probate Court of Gwinnett County

GPCSF 5

[illegible]

BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES —
WEST ZONE (NAD83)

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below.
Call before you dig.

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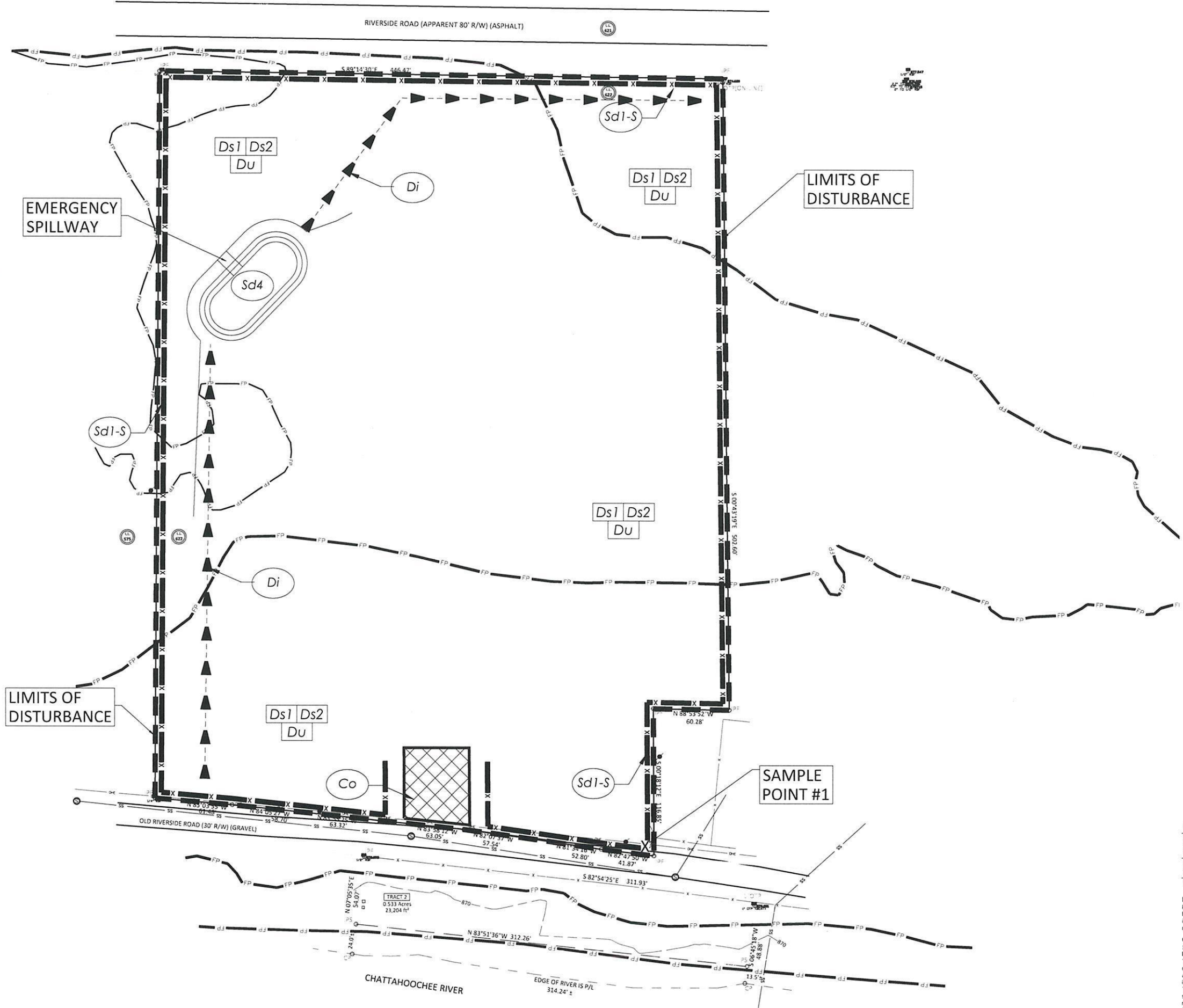


BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES -
WEST ZONE (NAD83)

GRAPHIC SCALE
0 15 30
(IN FEET)
1 inch = 30 feet

Erosion Control ES&PC Plan For:
PlanD Engineering & Architecture
Site Address: 0 Old Riverside Road, Roswell, GA
Land Lot 622 of the 1st Land District, 2nd section
City of Roswell, Fulton County, Georgia

Sheet: Drawing Scale
1" = 30'
(Unless otherwise noted)
USA: Yes No
Project Name
Project Path
Project Manager
Project Draw
Quality Control
Sheet Title / Name
ES&PC Initial Phase
Sheet Number



Point Name: Sd4

Row	Stage	Structure	Length	Impervious	Total
			ft	sq ft	cu ft
0	0.00	868.00	2,628	2,000	2,000
1	2.06	170.30	3,512	8,116	8,116
2	4.00	170.30	4,955	7,182	14,298

MEASURES TO BE IMPLEMENTED DURING THE INITIAL PHASE OF CONSTRUCTION:
SEEDING ON PLANS
INITIAL PHASE: INITIAL EROSION PREVENTION, EROSION CONTROL AND SEDIMENT STORAGE MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
INTERIM MEASURES: EROSION CONTROL AND SEDIMENT STORAGE MEASURES SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
FINAL PHASE: FINAL STABILIZATION
THE CONTRACTOR SHALL STABILIZE THE SITE ONCE THE FINAL PHASE IS COMPLETE.



Seaton G. Shepherd
Level II Certified Design Professional
CERTIFICATION NUMBER: 0000004511
ISSUED: 01/21/2021 EXPIRES: 01/21/2024

BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES -
WEST ZONE (NAD83)



- Erosion Control Legend
- Vegetative Measures
- Ds1 Disturbed Area Stabilization (with Mulching Drive)
 - Ds2 Disturbed Area Stabilization (with Temporary Seeding)
 - Du Dust Control on Disturbed Areas
- Structural Measures
- Co Construction Exit
 - Sd1-S Sediment Barrier - (Silt Fence - Type Sensitive)
 - Sd4 Temporary Sediment Basin
 - St Storm Drain Outlet Protection

SUMMARY OF INITIAL PHASE SEDIMENT STORAGE

Disturbed Area: 6.05 acres.
Total sediment storage required = 67 cu. yds. per disturbed acre.
Total sediment storage required = 67 x 6.05 = 405.35 cu. yds.

Storage in Silt Fence (Sd1) = 2.25 x 2,075 In./ft. = 172.92 cu. yds.
Storage in Temporary Sediment Basin (Sd4) = 4 x 67 = 268 cu. yds.

Total sediment storage provided = 440.92 cu. yds.

Reference Note
Please refer to the Manual for Erosion and sediment Control in Georgia, latest version for additional information on Erosion Control measures indicated in these plans and additional measures that may be deemed necessary or beneficial during construction.

General Notes
1. Information regarding the reported presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his/her employees, his/her consultants and his/her contractors shall hereby distinctly understand that the engineer / surveyor is not responsible for the correctness or sufficiency of this information.
2. Contractor shall verify ALL grades prior to starting work. Any discrepancies shall be reported, in writing, to the owner's representative.
3. Contractor shall verify the location of ALL existing utilities. Contractor shall have ALL utilities flagged with invert elevations PRIOR to construction. Contractor shall notify project engineer of ANY AND ALL discrepancies or additional utilities encountered.



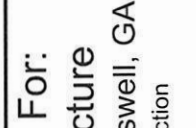
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COALS# 000459



BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES -
WEST ZONE (NAD83)

GRAPHIC SCALE
0 15 30
(IN FEET)
1 inch = 30 feet



GSWCC
Georgia State Water
Construction Council
Seaton G. Shepherd
Level II Certified Design Professional
CERTIFICATION NUMBER 0000004511
ISSUED 01/21/2021 EXPIRES 01/21/2024

BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES -
WEST ZONE (NAD83)



- Erosion Control Legend
- Vegetative Measures**
- Ds1 Disturbed Area Stabilization (with Mulching Only)
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SUMMARY OF INITIAL PHASE SEDIMENT STORAGE

Disturbed Area: 6.05 acres.
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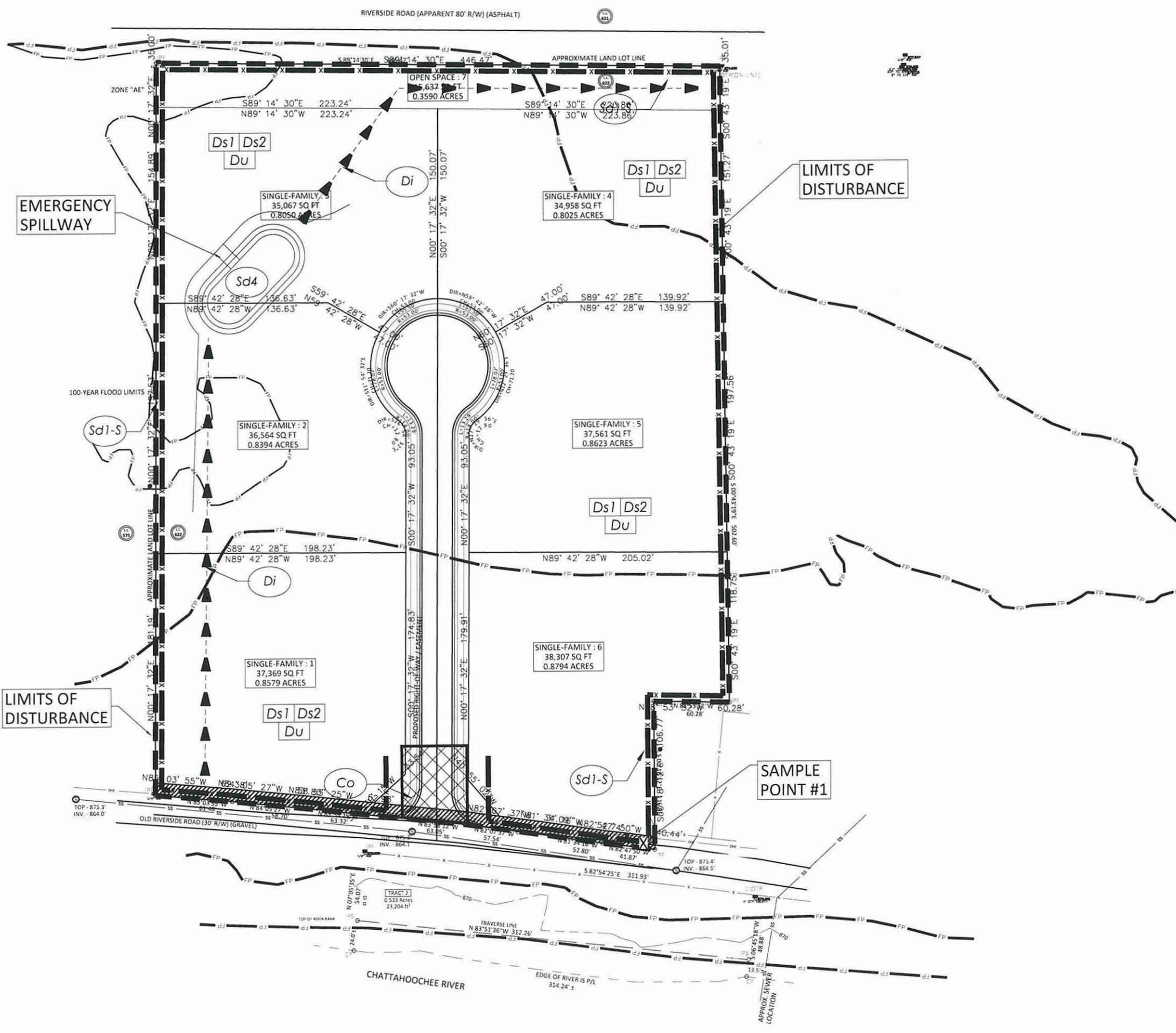
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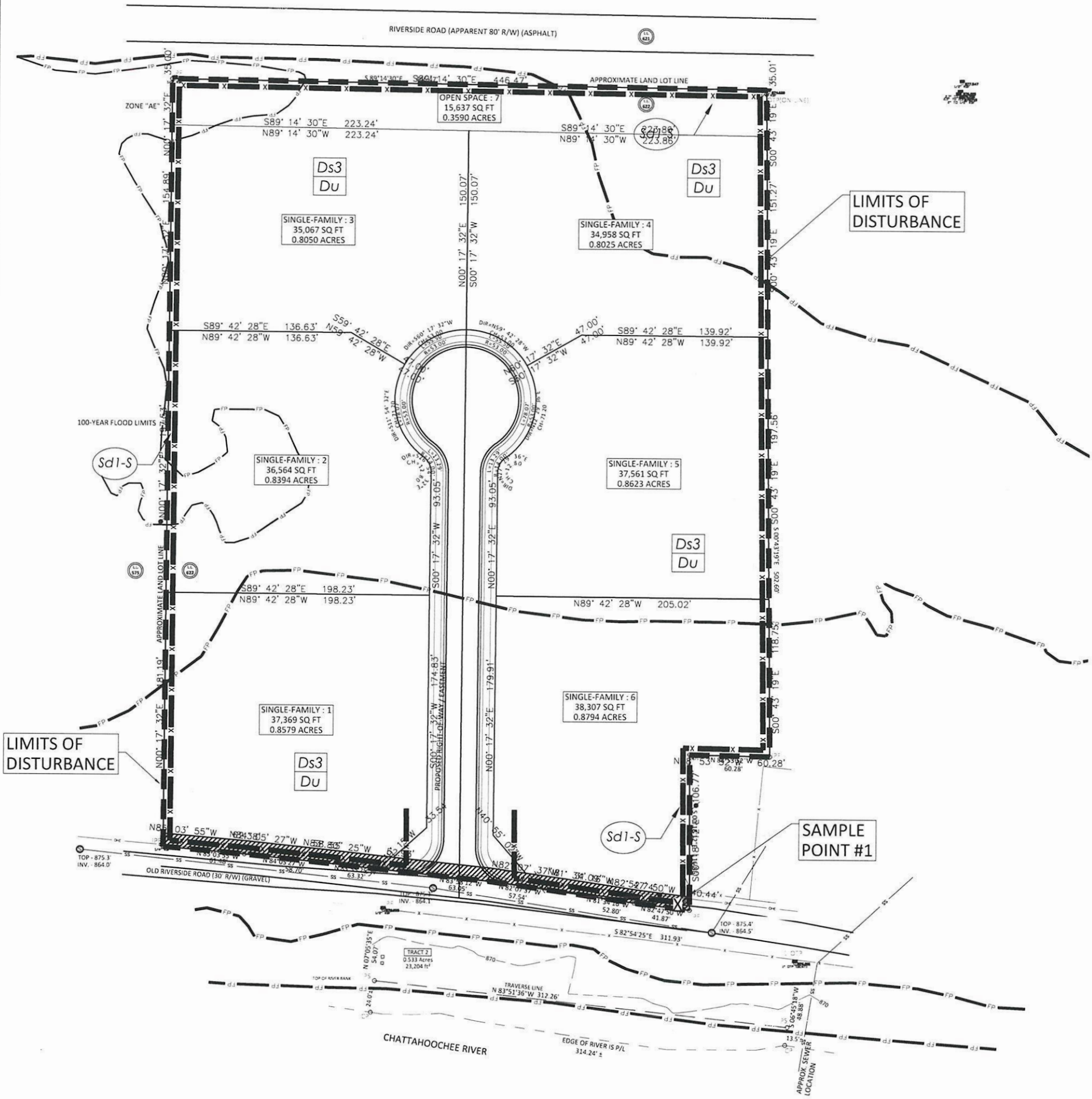
Total sediment storage provided = 440.92 cu. yds.

Reference Note
Please refer to the Manual for Erosion and Sediment Control in Georgia, latest version for additional informational on Erosion Control measures indicated in these plans and additional measures that may be deemed necessary or beneficial during construction.

Erosion Control ES&PC Plan For:
PlanD Engineering & Architecture
Site Address: 0 Old Riverside Road, Roswell, GA
Land Lot 622 of the 1st Land District, 2nd section
City of Roswell, Fulton County, Georgia

Sheet Drawing Scale
1" = 40'
(unless otherwise noted)
GSA Job No.
Project Name
Project Path
Project Manager
Project Crew
Quality Control
Sheet Title - Name
ES&PC Intermediate Phase
Sheet Number





MEASURES TO BE IMPLEMENTED DURING THE INITIAL/INTERMEDIATE/LATERAL PHASES:
SHOWN ON PLANS:
INITIAL PHASE: INITIAL SET-UP, EXCAVATION AND GRADUATION
INTERMEDIATE PHASE: EXCAVATION AND GRADUATION
LATERAL PHASE: FINAL STABILIZATION
THE CONTRACTOR SHALL STABILIZE THE SITE ONCE THE FINAL PHASE IS COMPLETE.



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Seaton G. Shepherd
Level II Certified Design Professional
CERTIFICATION NUMBER: 0000004511
ISSUED: 01/21/2021 EXPIRES: 01/21/2024

BASIS OF HORIZONTAL DATUM:
GEORGIA STATE PLANES -
WEST ZONE (NAD83)

GEORGIA811
Utilities Protection Center, Inc.
1-800-282-7411
Know what's below.
Call before you dig.

Reference Note:
Please refer to the Manual for Erosion and Sediment Control in Georgia, latest version for additional information on Erosion Control measures indicated in these plans and additional measures that may be deemed necessary or beneficial during construction.



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SITE DEVELOPMENT CONSULTING
COALS# 000459



BASIS OF HORIZONTAL DATUM:
GEORGIA STATE PLANES -
WEST ZONE (NAD83)

GRAPHIC SCALE
0 15 30
(IN FEET)
1 inch = 30 feet

Erosion Control ES&PC Plan For:
PlanD Engineering & Architecture
Site Address: 0 Old Riverside Road, Roswell, GA
Land Lot 622 of the 1st Land District, 2nd section
City of Roswell, Fulton County, Georgia

Sheet: Drawing Scale	1" = 40'
Project Name	0 Old Riverside Road
Project Path	0 Old Riverside Road
Project Manager	Seaton G. Shepherd
Project Draw	Seaton G. Shepherd
Quality Control	Seaton G. Shepherd
Sheet Title: Name	ES&PC Final Phase
Sheet Number	11.f



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BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES -
WEST ZONE (NAD83)

GRAPHIC SCALE
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(IN FEET)
1 inch = 30 feet

Erosion Control ES&PC Plan For:
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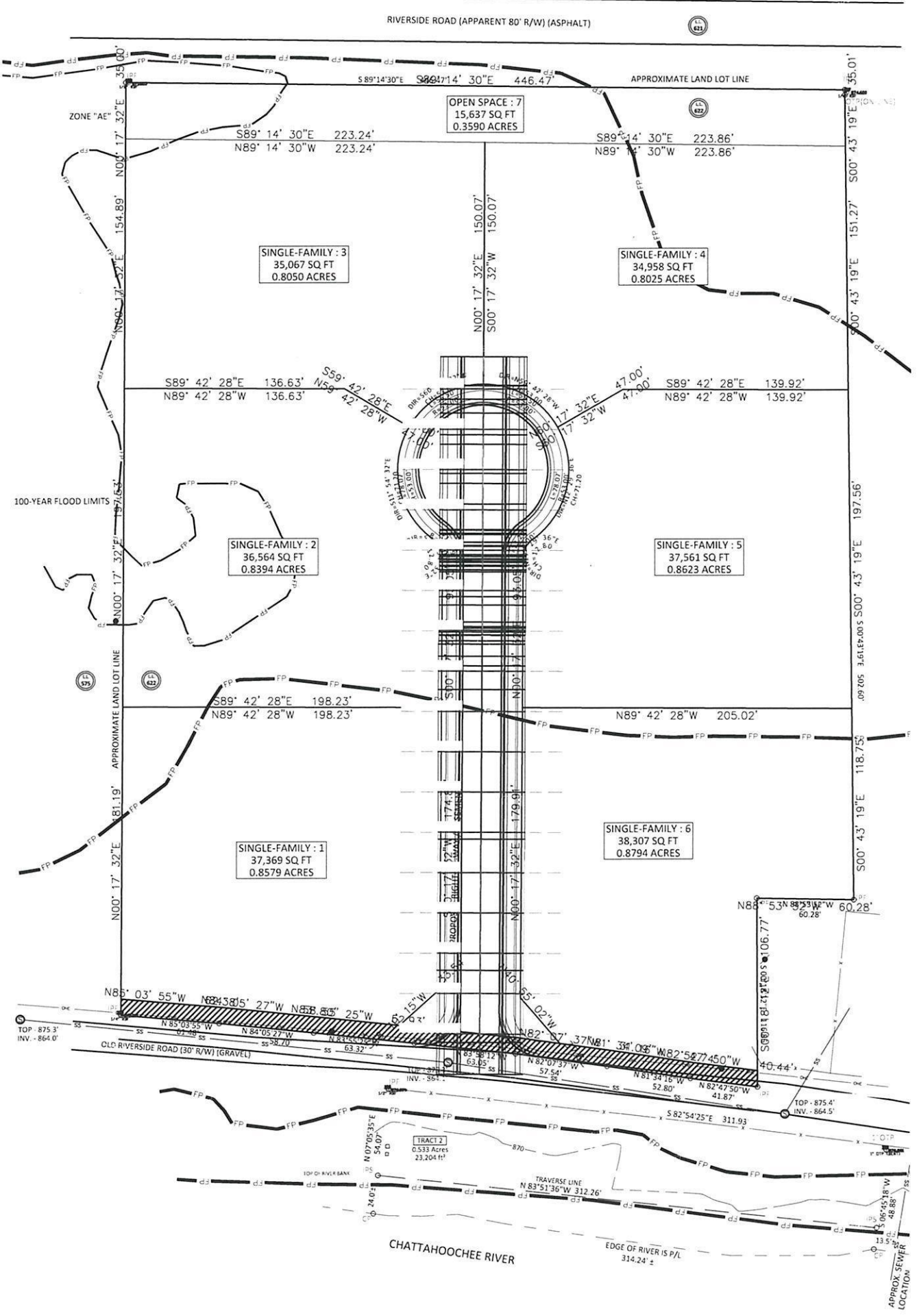
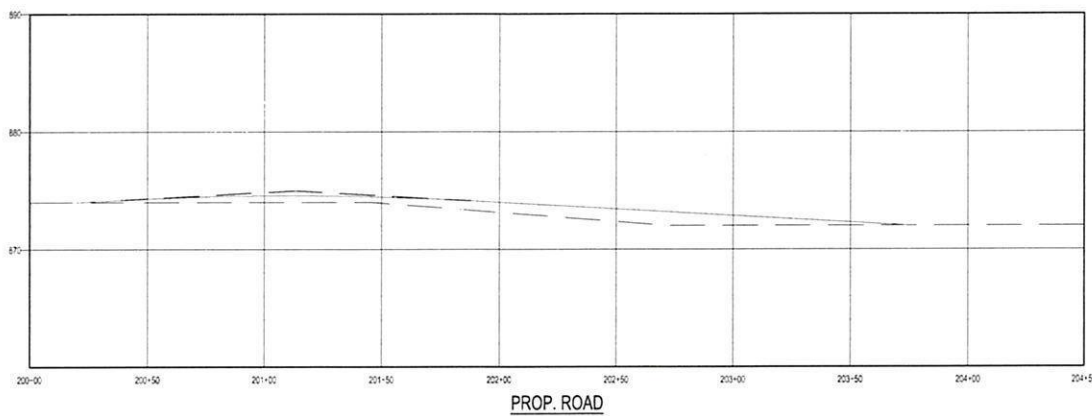
Sheet Drawing Scale
1" = 40'
(unless otherwise noted)
S&A Job No.
Project Name
Project Path
Project Manager
Project Crew
Quality Control
Sheet Title Name
Road Profiles
Sheet Number

BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLANES -
WEST ZONE (NAD83)



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Seaton G. Shepherd
Level II Certified Design Professional
CERTIFICATION NUMBER 0000004511
EXPIRATION 01/01/2021 LICENSE 01/21/2024
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DEFINITION

A stone stabilized pad located at any point where traffic will be leaving a construction site to a public right-of-way, street, alley, sidewalk, or parking area or any other area where there is a transition from bare soil to a paved area.

PURPOSE

To reduce or eliminate the transport of mud from the construction area onto public rights-of-way by motor vehicles or by runoff.

CONDITIONS

This practice is applied at appropriate points of construction egress. Geotextile underliners are required to stabilize and support the pad aggregate.

CONSTRUCTION SPECIFICATIONS

It is recommended that the egress area be excavated to a depth of 3 inches and be cleared of all vegetation and roots.

Diversion Ridge

On sites where the grade toward the paved area is greater than 2%, a diversion ridge 6 to 8 inches high with 3:1 side slopes shall be constructed across the foundation approximately 15 feet above the road.

Geotextile

The geotextile underliner must be placed the full length and width of the entrance. Geotextile selection shall be based on AASHTO M288-98 specification:

- For subgrades with a CBR greater than or equal to 3 or shear strength greater than 90 kPa, geotextile must meet requirements of section AASHTO M288-96, Section 7.3, Separation Requirements.
- For subgrades with a CBR between 1 and 3 or shear strength between 30 and 90 kPa, geotextile must meet requirements of section AASHTO M288-96, Section 7.4, Stabilization Requirements.

DESIGN CRITERIA

Formal design is not required. The following standards shall be used.

Aggregate Size

Stone will be in accordance with National Stone Association R-2 (1.5-3.5 inch stone).

Pad Thickness

The gravel pad shall have a minimum thickness of 6 inches.

Pad Width

At a minimum, its width should equal full width of all points of vehicular egress, but not less than 20 feet wide.

Pad Length

The gravel pad shall have a minimum length of 50 feet. When the construction is less than 50 feet from the paved access, the length shall be from the edge of existing pavement to the permitted building being constructed.

Washing

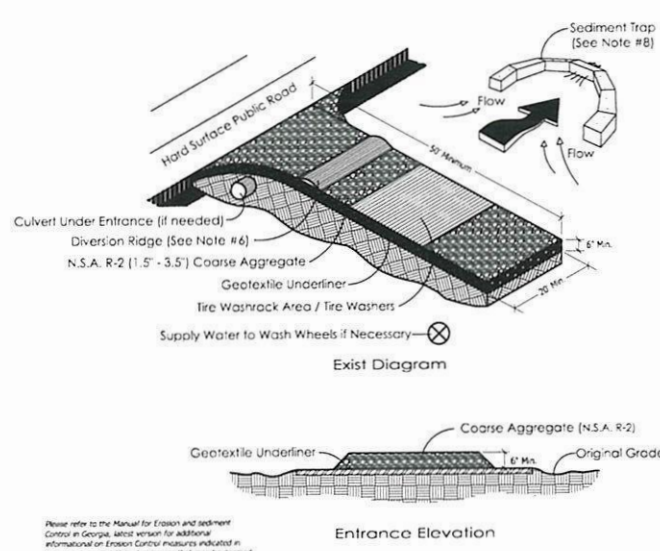
If the action of the vehicle traveling over the gravel pad does not sufficiently remove the mud, the tires should be washed prior to entrance onto public rights-of-way. When washing is required, it shall be done on an area stabilized with crushed stone and provisions that intercept the sediment-laden runoff and direct it into an approved sediment trap or sediment basin.

Location

The exit shall be located or protected to prevent sediment from leaving the site.

MAINTENANCE

The exit shall be maintained in a condition which will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 1.5 - 3.5 inch stone, as conditions demand, and repair and/or cleanup of any structures to trap sediment. All materials spilled, dropped, washed, or tracked from vehicles or site onto roadways or into storm drains must be removed immediately.



Notes:

- Avoid locating on steep slopes or at curves on public roads.
- Remove all vegetation and other unsuitable material from the foundation area, grade, and crown for positive drainage.
- Aggregate size shall be in accordance with National Stone Association R-2 (1.5-3.5 Stone).
- Gravel pad shall have a minimum thickness of 6 inches.
- Pad width shall be equal full width at all points of vehicular egress, but no less than 20 feet.
- A diversion ridge should be constructed when grade toward paved area is greater than 2%.
- Install pipe under the entrance if needed to maintain drainage flows.
- When washing is required, it should be done on an area stabilized with crushed stone that drains into an approved sediment trap or sediment basin (Divert all surface runoff and drainage from the entrance to a sediment control device).
- Washracks and/or tire washers may be required depending on scale and circumstance. If necessary, washrack design may consist of any material suitable for truck traffic that will remove mud and dirt.
- Maintain area in a way that prevents tracking and/or flow of mud onto public rights-of-way. This may require top dressing, repair and/or cleanup of any measures used to trap sediment.

Please refer to the Manual for Erosion and Sediment Control in Georgia, latest version for additional information on Erosion Control measures indicated in these plans and additional measures that may be deemed necessary or beneficial during construction.

Co Crushed Stone Construction Exit (not to scale)

DEFINITION

Sediment barriers are temporary structures made up of a porous material typically supported by steel or wood posts. Types of sediment barriers may include silt fence, brush piles, mulch berms, compost filter socks, or other filtering material.

PURPOSE

To minimize and prevent sediment carried by sheet flow from leaving the site and entering natural drainage ways or storm drainage systems by slowing storm water runoff and causing the deposition or filtration of sediment at the structure. The barriers retain the soil on the disturbed land until the activities disturbing the land are completed and vegetation is established.

CONDITIONS

Barriers should be installed where runoff can be stored behind the barrier without damaging the submerged area behind the barrier or the structure itself. Sediment barriers shall not be installed across streams, ditches, waterways, or other concentrated flow areas.

CONSTRUCTION SPECIFICATIONS

Sensitive areas

Sediment barriers being used as Type S shall have a support spacing of no greater than 4 feet on center, with each driven into the ground a minimum of 18 inches. Type S sediment barriers shall have a P-factor no greater than 0.030.

Installation

Sediment barriers should be installed along the contour. Temporary sediment barriers shall be installed according to the following specifications as shown on the plans or as directed by the design professional.

For installation of the barriers, refer to the details included, as well as Figures 6-27-1, 6-27-2, 6-27-3, & 6-27-4, of the Manual for Erosion and Sediment Control in Georgia, latest version, respectively. It is important to remember that not all sediment barriers need to be trenched into the ground but most taller sediment barriers do.

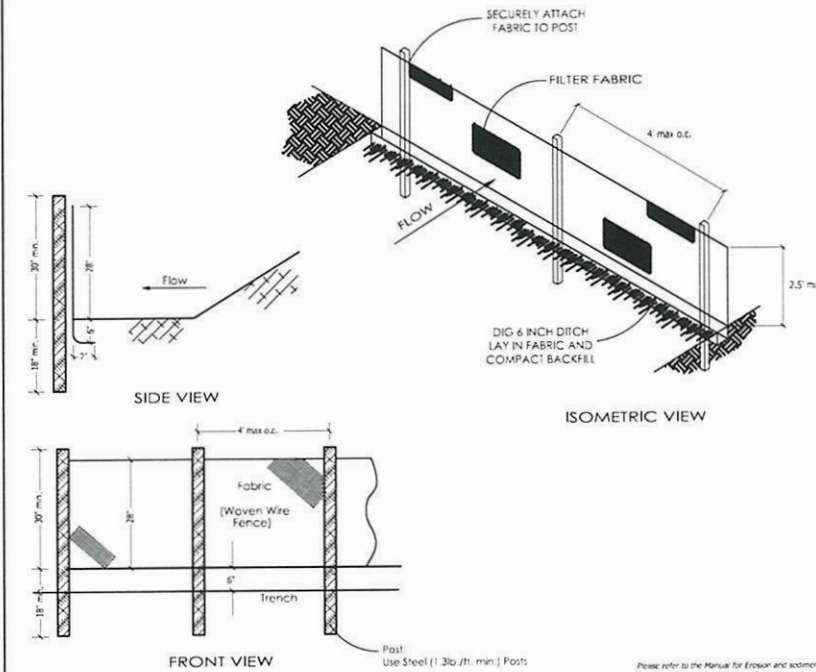
Post installation shall start at the center of a low point (if applicable) with the remaining posts spaced no greater than 4 feet. For post & fastener requirement, see tables 6-27-2 & 6-27-3 of the Manual for Erosion and Sediment Control in Georgia, latest version.

MAINTENANCE

Sediment shall be removed once it has accumulated to one-half the original height of the barrier. This is extremely important when selecting BMPs with a lower profile.

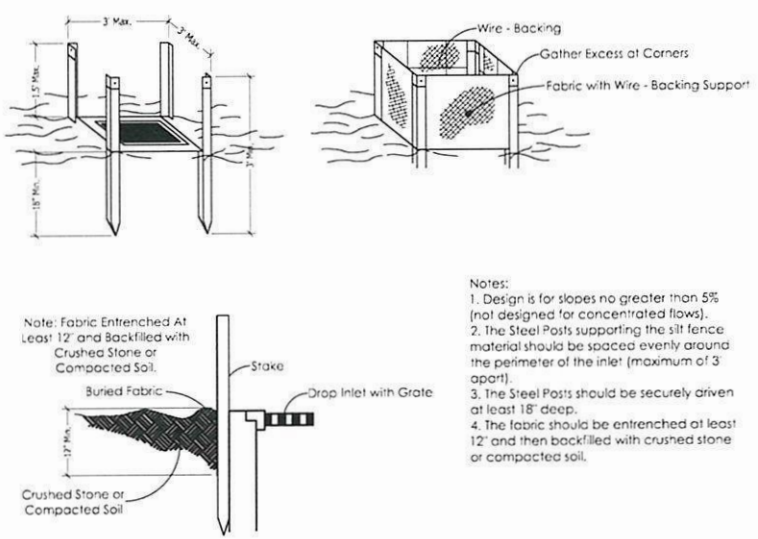
Sediment barriers shall be replaced whenever they have deteriorated to such an extent that the effectiveness of the product is reduced (approximately six months) or the height of the product is not maintaining 80% of its properly installed height.

Temporary sediment barriers shall remain in place until disturbed areas have been permanently stabilized. All sediment accumulated at the barrier shall be removed and properly disposed of before the barrier is removed.



Sd1-S Sediment Barrier - Silt Fence - Type Sensitive (GC) (not to scale)

Steel Frame and Silt Fence Installation



Notes:

- Design is for slopes no greater than 5% (not designed for concentrated flows).
- The Steel Posts supporting the silt fence material should be spaced evenly around the perimeter of the inlet (maximum of 3' apart).
- The Steel Posts should be securely driven at least 18\"
- The fabric should be entrenched at least 12\"

DEFINITION

A temporary protective device formed at or around an inlet to a storm drain to trap sediment.

PURPOSE

To prevent sediment from entering a storm drainage system prior to permanent stabilization of disturbed area draining to the inlet.

CONDITIONS

All storm drain drop inlets that receive runoff from disturbed areas.

CONSTRUCTION SPECIFICATIONS

An excavation may be created around the inlet sediment trap to provide additional sediment storage. The trap shall be sized to provide a minimum storage capacity calculated at the rate of 67 cubic yards per acre of drainage area. A minimum depth of 1.5 feet for sediment storage should be provided. Side slopes shall not be steeper than 2:1.

Sediment traps may be constructed on a natural group surface, on an excavated surface, or on machine compacted fill, provided they have a non-erodible outlet.

Filter Fabric with Supporting Frame

This method of inlet protection is applicable where the inlet drains a relatively flat area (slope no greater than 5%) and shall not apply to inlets receiving concentrated flows, such as in street or highway medians. As shown hereon, silt fence material with wire reinforcement and supported by steel posts should be used. The stakes shall be spaced evenly around the perimeter of the inlet a maximum of 3 feet apart, and securely driven into the ground, approximately 18 inches deep. The fabric shall be 36 inches tall and entrenched 12 inches and backfilled with crushed stone or compacted soil. Fabric and wire shall be securely fastened to the posts, and fabric ends must be overlapped a minimum of 18 inches or wrapped together around a post to provide a continuous fabric barrier around the inlet.

MAINTENANCE

The trap shall be inspected daily and after each rain and repairs made as needed. Sediment shall be removed when the sediment has accumulated to one-half the height of the trap. Sediment shall be removed from curb inlet protection immediately. For excavated inlet sediment traps, sediment shall be removed when one-half of the sediment storage capacity has been lost to sediment accumulation. Silt inlet protection shall be maintained as specified in Ds4 - Disturbed Area Stabilization (With Sodding).

Sediment shall not be washed into the inlet. It shall be removed from the sediment trap, disposed of and stabilized so that it will not enter the inlet, again.

When the contributing drainage area has been permanently stabilized, all materials and any sediment shall be removed, and either salvaged or disposed of properly. The disturbed area shall be brought to proper grade then smoothed and compacted. Appropriately stabilize all disturbed areas around the inlet.

Please refer to the Manual for Erosion and Sediment Control in Georgia, latest version for additional information on Erosion Control measures indicated in these plans and additional measures that may be deemed necessary or beneficial during construction.

Sd2-F Inlet Sediment Trap - Filter Fabric with Supporting Frame (not to scale)

DEFINITION

Controlling surface and air movement of dust on construction sites, roads, and demolition sites.

PURPOSE

- To prevent surface and air movement of dust from exposed soil surfaces.
- To reduce the presence of airborne substances which may be harmful or injurious to human health, welfare, or safety, or to animals or plant life.

CONDITIONS

This practice is applicable to areas subject to surface and air movement of dust where on and off-site damage may occur without treatment.

METHODS AND MATERIALS

A. Temporary Methods

Mulches: See standard Ds1 - Disturbed Area Stabilization (With Mulching Only). Synthetic resins may be used instead of asphalt to bind mulch material. Refer to standard Tac - Tackifiers. Resins such as Curosol or Terratrac should be used according to manufacturer's recommendations.

Vegetative Cover: See standard Ds2 - Disturbed Area Stabilization (With Temporary Seeding).

Spray-on Adhesives: These are used on mineral soils (not effective on muck soils). Keep traffic off these areas. Refer to standard Tac - Tackifiers.

Tillage: This practice is designed to roughen and bring clods to the surface. It is an emergency measure which should be used before wind erosion starts. Begin plowing on windward side of site. Chisel-type plows spaced about 12 inches apart, spring-toothed harrows, and similar plows are examples of equipment which may produce the desired effect.

Please refer to the Manual for Erosion and Sediment Control in Georgia, latest version for additional information on Erosion Control measures indicated in these plans and additional measures that may be deemed necessary or beneficial during construction.

Du Dust Control on Disturbed Areas (not to scale)

DEFINITION

A temporary protective device formed at or around an inlet to a storm drain to trap sediment.

PURPOSE

To prevent sediment from entering a storm drainage system prior to permanent stabilization of disturbed area draining to the inlet.

CONDITIONS

All storm drain drop inlets that receive runoff from disturbed areas.

CONSTRUCTION SPECIFICATIONS

An excavation may be created around the inlet sediment trap to provide additional sediment storage. The trap shall be sized to provide a minimum storage capacity calculated at the rate of 67 cubic yards per acre of drainage area. A minimum depth of 1.5 feet for sediment storage should be provided. Side slopes shall not be steeper than 2:1.

Sediment traps may be constructed on a natural group surface, on an excavated surface, or on machine compacted fill, provided they have a non-erodible outlet.

Curb Inlet Protection

Once pavement has been installed, a curb inlet filter shall be installed on inlets receiving runoff from disturbed areas. This method of inlet protection shall be removed if a safety hazard is created.

One method of curb inlet protection uses 'pigs-in-a-blanket' - 8\"

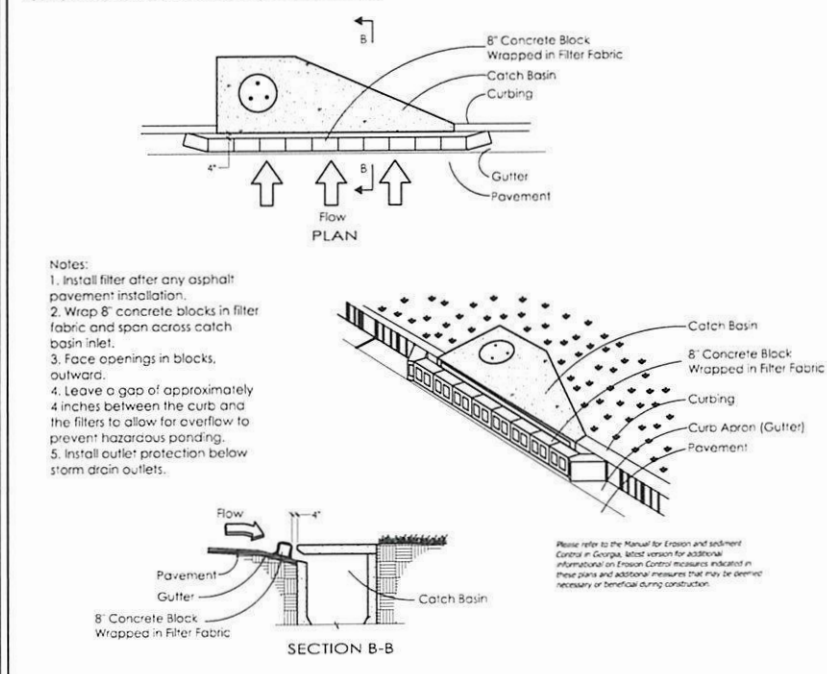
A gap of approximately 4 inches shall be left between the inlet filter and the inlet to allow for overflow and prevent hazardous ponding in the roadway. Proper installation and maintenance are crucial due to possible ponding in the roadway, resulting in a hazardous condition. Several other methods are available to prevent the entry of sediment into storm drain inlets. This detail shows one of these alternative methods.

MAINTENANCE

The trap shall be inspected daily and after each rain and repairs made as needed. Sediment shall be removed when the sediment has accumulated to one-half the height of the trap. Sediment shall be removed from curb inlet protection immediately. For excavated inlet sediment traps, sediment shall be removed when one-half of the sediment storage capacity has been lost to sediment accumulation. Silt inlet protection shall be maintained as specified in Ds4 - Disturbed Area Stabilization (With Sodding).

Sediment shall not be washed into the inlet. It shall be removed from the sediment trap, disposed of and stabilized so that it will not enter the inlet, again.

When the contributing drainage area has been permanently stabilized, all materials and any sediment shall be removed, and either salvaged or disposed of properly. The disturbed area shall be brought to proper grade then smoothed and compacted. Appropriately stabilize all disturbed areas around the inlet.



Sd2-F Inlet Sediment Trap - Curb Inlet Filter (not to scale)



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CONSTRUCTION LAYOUT

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SITE DEVELOPMENT CONSULTING

COALSF: 000459



BASIS OF HORIZONTAL DATUM
GEORGIA STATE PLACES
WEST ZONE (NAD83)

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 40 feet

Erosion Control ES&PC Plan For:
PlanD Engineering & Architecture
Site Address: 0 Old Riverside Road, Roswell, GA
Land Lot 622 of the 1st Land District, 2nd section
City of Roswell, Fulton County, Georgia

Sheet Drawing Scale
1" = 40'
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BSA Job No.
Project Name
Project Path

Project Manager
Project Crew
Quality Control

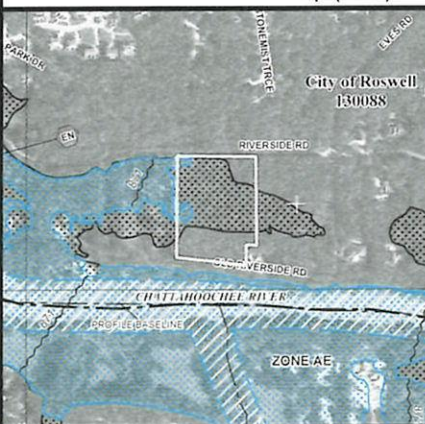
Sheet Title Name

ES&PC Details

Sheet Number



FEMA Flood Notes and Map (NTS)



A PORTION OF THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP FOR THIS AREA. THE MAP NUMBER FOR THIS AREA IS 13121C0152G, CONTAINING A LATEST DATE OF 9/18/2013. THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

Proposed "Lots" Note

AT THE TIME OF THIS PLAN THE EXISTING PARCEL HAS NOT BEEN SUBDIVIDED. PROPOSED LOTS SHOWN HEREON WERE PROVIDED TO THE SURVEYOR FOR CALCULATIONS AND HAVE NOT APPROVED BY LOCAL JURISDICTIONS. PROPOSED "IMPERVIOUS AREA" AND "LAND DISTURBANCE" AREAS BASED ON THE MAXIMUM ALLOWABLE FOR THEIR RESPECTIVE CATEGORIES.

Utility Notes

1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS AND REFERENCE DOCUMENTS PROVIDED BY CLIENT. PRIVATE UNDERGROUND UTILITY LOCATION NOT PROVIDED.

Map or Plat Closure Statement & Notes

1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 244,604 FEET.
2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES.
3. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANE, WEST ZONE NAD83.
4. TOPOGRAPHIC INFORMATION SHOWN HEREON PROVIDED BY CLIENT. IS BASED HAS A VERTICAL DATUM OF NAVD83, FROM GPS OBSERVATIONS AND/OR GPS ESTABLISHED BENCHMARK (OR RECORD/REFERENCE BENCHMARK. VERTICAL RELIEF SHOWN HEREIN BY 2' CONTOUR INTERVAL.
5. THIS MAP OR PLAT WAS BASED ON CURRENT COUNTY TAX RECORDS, INFORMATION PROVIDED BY THE CLIENT, OR OTHER FACTS KNOWN BY THE SURVEYOR AT THE TIME OF THE SURVEY, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. ANY FEATURES SHOWN ARE BASED ON MINIMUM REQUIREMENTS OF GEORGIA LAW OR A SPECIFIC AGREEMENT WITH THE CLIENT AND ANY FIELD OBSERVATIONS MADE WERE BASED ON VISIBLE SURFACE EVIDENCE. OTHER SUB-SURFACE IMPROVEMENTS OR FEATURE LOCATIONS NOT REQUESTED AS PART OF THIS SURVEY MAY EXIST AND NOT BE SHOWN HEREON. NO TITLE COMMITMENT OR CHAIN OF TITLE WAS PROVIDED. OTHER CLAIMS, EASEMENTS, RIGHTS, OR RESTRICTIONS MAY EXIST WHICH ARE NOT SHOWN HEREON. A GEORGIA LICENSED ATTORNEY-AT-LAW SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH, AND LOCATION OF EASEMENTS AND OTHER TITLE QUESTIONS THAT MAY BE REVEALED BY TITLE EXAMINATION.

Field Observation Notes

1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "M.R.P.A. PLAN" AND COMPLETED ON 3/7/2023 USING A GEOMAX ZOOM 90 ROBOTTIC TOTAL STATION AND/OR A CHAMPION PRO GPS NETWORK RTK (REAL TIME KINEMATIC) ROVER, CORRECTED IN REAL-TIME VIA THE GPS GPS NETWORK.
2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07-50 PPM.
3. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 22,850 FEET, AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.

Map or Plat Certification

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned surveyor certifies that, IN MY OPINION, THIS DRAINAGE WAS PREPARED IN CONFORMITY WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. 15-6-67.

Michael R. Shepherd, P.E.
MICHAEL R. SHEPHERD, P.E. RLS No. 3349
DATE: 11/29/2023
LAST REVISED: 08/14/2024

Legend

- IRON PIN FOUND
- TEMPORARY BENCHMARK
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- IRON PIN SET
- REBAR FOUND
- CRIMP TOP PIPE
- OPEN TOP PIPE
- RECORD DATA
- MEASURED DATA
- CALCULATED DATA
- POWERPOLE
- SEWER MANHOLE
- CLEAN OUT
- STORM DRAIN MANHOLE
- FENCE LINE
- OHE - OVERHEAD ELECTRIC
- UGE - UNDERGROUND ELECTRIC
- GAS - GAS LINE
- UGT - UNDERGROUND COMM LINE
- W - WATER LINE
- R/W - RIGHT-OF-WAY
- BC - BACK OF CURB
- EP - EDGE OF PAVEMENT
- DE - DRAINAGE EAST WENT
- SSE - SANITARY SEWER ESMT
- SS - SANITARY SEWER PIPING
- SD - STORM DRAIN PIPING
- FLOODPLAIN LIMITS

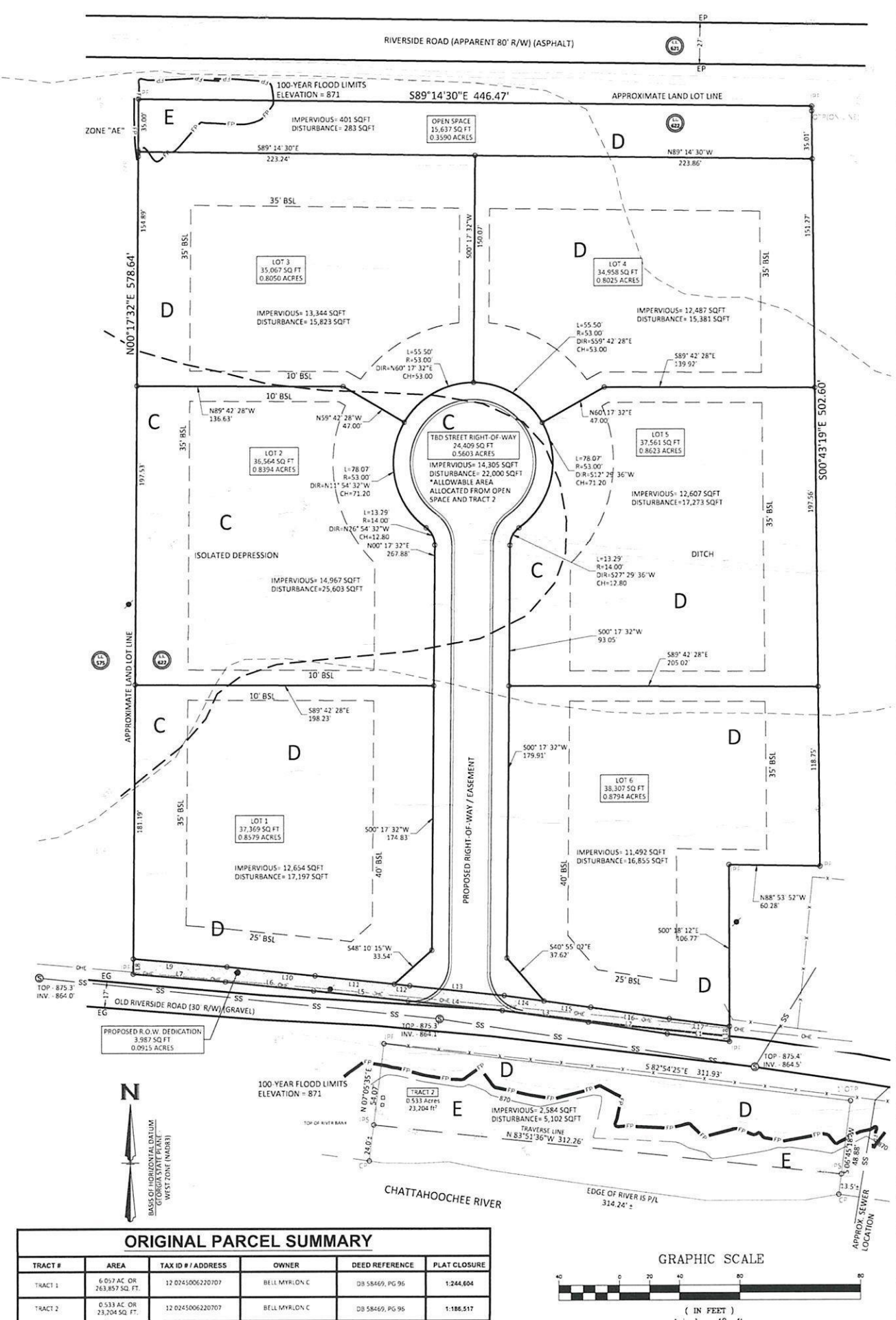
Map or Plat and Survey References

1. CONCEPTUAL SUBDIVISION LAYOUT PLAN BY PLAND DATED 9/23/2022.
2. TOPOGRAPHIC & TREE SURVEY PREPARED BY BUSBEE & POSS LAND SURVEYING COMPANY, DATED 1/21/2021.
3. LAND VULNERABILITY MAP FROM THE CHATTAHOOCHEE CORRIDOR STUDY, SHEET 11 OF 23, PROVIDED BY THE ATLANTA REGIONAL COMMISSION.

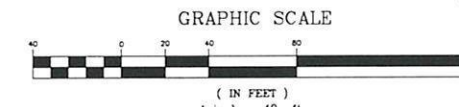
SUMMARY OF ALLOWABLES FOR M.R.P.A. VULNERABILITY CATEGORIES FOR CONCEPTUAL SUBDIVISION

A.R.C. VULNERABILITY CATEGORY IDENTIFICATION	A	B	C	D	E	F	TOTAL
LOT 1 (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	2286	35083	N/A	N/A	37369
LOT 2 (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	30439	2338	3787	N/A	36564
LOT 3 (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	1540	33475	52	N/A	35067
LOT 4 (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	N/A	34957	N/A	N/A	34957
LOT 5 (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	2261	35300	N/A	N/A	37561
LOT 6 (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	N/A	38307	N/A	N/A	38307
TBD STREET RIGHT-OF-WAY (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	11105	13304	N/A	N/A	24409
OPEN SPACE (PROPOSED) CATEGORY AREA SQ. FT.	N/A	N/A	N/A	13702	1935	N/A	15637
TRACT 2	N/A	N/A	N/A	7355	15849	N/A	23204
ALLOWABLE IMPERVIOUS %	75	60	45	30	15	2	
LOT 1 (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	1029	11625	N/A	N/A	12654
LOT 2 (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	13698	701	568	N/A	14967
LOT 3 (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	693	12643	8	N/A	13344
LOT 4 (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	N/A	12487	N/A	N/A	12487
LOT 5 (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	1017	11590	N/A	N/A	12607
LOT 6 (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	N/A	11492	N/A	N/A	11492
TBD STREET RIGHT-OF-WAY ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	4997	3991	N/A	N/A	8988
OPEN SPACE (PROPOSED) ALLOWABLE IMPERVIOUS AREA SQ. FT.	N/A	N/A	N/A	111	290	N/A	401
TRACT 2	N/A	N/A	N/A	207	2377	N/A	2584
ALLOWABLE LAND DISTURBANCE %	90	80	77	44	30	10	
LOT 1 (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	1760	15437	N/A	N/A	17197
LOT 2 (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	23438	1029	1136	N/A	25603
LOT 3 (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	1078	14729	16	N/A	15823
LOT 4 (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	N/A	15381	N/A	N/A	15381
LOT 5 (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	1741	15532	N/A	N/A	17273
LOT 6 (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	N/A	16855	N/A	N/A	16855
TBD STREET RIGHT-OF-WAY ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	8551	5854	N/A	N/A	14405
OPEN SPACE (PROPOSED) ALLOWABLE LAND DISTURBANCE AREA SQ. FT.	N/A	N/A	N/A	196	87	N/A	283
TRACT 2	N/A	N/A	N/A	347	4755	N/A	5102

*INCLUDES TRANSFER OF 3331 SQ. FT. FROM D TO C PER PART 2 A.3C(1) OF THE CHATTAHOOCHEE CORRIDOR PLAN, AS APPROVED 09/23/1998.



TRACT #	AREA	TAX ID # / ADDRESS	OWNER	DEED REFERENCE	PLAT CLOSURE
TRACT 1	6.017 AC. OR 263,857 SQ. FT.	12 0245006220707	BELL MYRLON C	DB 58469, PG 96	1:244,604
TRACT 2	0.533 AC. OR 23,204 SQ. FT.	12 0245006220707	BELL MYRLON C	DB 58469, PG 96	1:186,517



GRANT SHEPHERD & ASSOCIATES, INC.
Construction Layout • GPS Modeling
Land Surveying • Site Development
735 LONGLEAF BOULEVARD, SUITE A, LAWRENCEVILLE, GA 30046
PHONE: 770.418.9823 FAX: 770.418.9289
www.gsasurveying.com

M.R.P.A. Conceptual Subdivision Plan
Site Address: 0 Riverside Road, Roswell, GA
Land Lot 622 of the 1st Land District, 2nd section
City of Roswell, Fulton County, Georgia

GEORGIA 81
Utilities Protection Center, Inc.
1-800-281-7471
Know what you dig. Call before you dig.
Sheet / Drawing Scale
1" = 40'
Unless Otherwise Noted
GSA Project No.
22-01-560.1
Drawn By
MRS
Sheet Number

C-8.0

ENVIRONMENTAL / PUBLIC WORKS: REVIEW CHECKLIST

AS-BUILT STORMWATER STRUCTURAL BMPs

PROJECT: _____ **Date:** _____

LAND DEVELOPMENT PERMIT # _____

ENGINEER: _____

FAX: _____

Please submit an As-Built Hydrology report, one set of As-Built Survey drawings, and an annotated copy of these comments to the Stormwater Plans Reviewer in the City of Roswell Environmental / Public Works Department for review.

AS-BUILT SURVEY FOR STRUCTURAL STORMWATER BMPs (PONDS, BIORETENTION, PERMEABLE PAVERS, RAIN GARDENS, ETC.)

1. ☐ Survey is signed, sealed and dated by a Registered Land Surveyor licensed in the state of Georgia.
2. ☐ Contours are shown at 1-foot or 2-foot intervals.
3. ☐ Bottom of BMP elevations are shown to enable verification of positive drainage.
4. ☐ Top of BMP, wall shots, or embankment elevation statement is included on the survey to verify freeboard. Top width of embankment is shown.
5. ☐ Forebay providing 0.1 inch of rainfall per acre of contributing basin area and 4 to 6 feet in depth is shown at each inlet. The required water quality volume for each BMP is shown on the survey.
6. ☐ The maximum limits of ponding are shown. The 100-year water surface elevation is shown.
7. ☐ The location of the BMP is shown with respect to property lines, R/W lines, buildings, other easements, etc.
8. ☐ Detail of outlet control structure showing pertinent dimensions and elevations of weirs, orifices, outfall pipes, etc is included on the survey (if applicable).
9. ☐ Water quality and channel protection orifices include filtration/trash rack to reduce the likelihood of clogging (if applicable).
10. ☐ 20-foot drainage easement and 10-foot maintenance easement are shown around the BMP. The access easement is sloped at 20% or flatter.

AS-BUILT HYDROLOGY STUDY FOR STRUCTURAL STORMWATER BMPS

1. ☐ Hydrology study is signed, sealed and dated by a Professional Engineer licensed in the state of Georgia and qualified in the field of hydrology and water resources.
2. ☐ Water quality volume provided in the as-built BMP is equal or greater than the as-designed volume. The elevation of the water quality volume is indicated on the stage/storage table. Revisions to water quality orifice size/elevation are justified by calculations (if applicable).
3. ☐ Channel protection volume provided in the as-built BMP is equal or greater than the as-designed volume. The elevation of the channel protection volume is indicated on the stage/storage table. Revisions to channel protection orifice size/elevation are justified by calculations (if applicable).
4. ☐ The post-development storm flows do not exceed the pre-development storm flows for the 1-, 2-, 5-, 10-, 25-, 50-, or 100-year design storms.
5. ☐ Stage/storage relationship, 100-year hydrographs for all basins and routed BMP(s) are provided. The beginning routing elevation for the as-built pond is provided.
6. ☐ Use the following tables as an example to organize the hydrology information.

Bioretention #1					
Design Storm	Designed Release Rates (cfs)	As-Built Release Rates (cfs)	Designed Water Surface Elevation (ft)	As-Built Water Surface Elevation (ft)	As-Built Freeboard Provided (ft)
1					
2					
5					
10					
25					
50					
100					

Bioretention #1						
	Water Quality Volume (cf)	Channel Protection Volume (cf)	Diameter of Water Quality Orifice (ft) (if applicable)	Elevation of Water Quality Orifice (ft) (if applicable)	Diameter of Channel Protection Orifice (ft) (if applicable)	Elevation of Channel Protection Orifice (ft) (if applicable)
Designed						
As-Built						

**EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
STAND ALONE CONSTRUCTION PROJECTS**

SWCD: _____

Project Name: _____ **Address:** _____

City/County: _____ **Date on Plans:** _____

Name & email of person filling out checklist: _____

Plan **Included**

Page # **Y/N**

TO BE SHOWN ON ES&PC PLAN

- | | | |
|--------------------------|--------------------------|--|
| ☐ | ☐ | 1 The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.
(The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed) |
| ☐ | ☐ | 2 Level II certification number issued by the Commission, signature and seal of the certified design professional.
(Signature, seal and Level II number must be on each sheet pertaining to ES&PC plan or the Plan will not be reviewed) |
| ☐ | ☐ | 3 Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the EPD District Office. If EPD approves the request to disturb 50 acres or more at any one time, the Plan must include at least 4 of the BMPs listed in Appendix 1 of this checklist. *
(A copy of the written approval by EPD must be attached to the plan for the Plan to be reviewed.) |
| ☐ | ☐ | 4 The name and phone number of the 24-hour local contact responsible for erosion, sedimentation and pollution controls. |
| ☐ | ☐ | 5 Provide the name, address, email address, and phone number of primary permittee. |
| ☐ | ☐ | 6 Note total and disturbed acreage of the project or phase under construction. |
| ☐ | ☐ | 7 Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees. |
| ☐ | ☐ | 8 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions. |
| ☐ | ☐ | 9 Description of the nature of construction activity. |
| ☐ | ☐ | 10 Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary. |
| ☐ | ☐ | 11 Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected. |
| ☐ | ☐ | 12 Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit. |
| ☐ | ☐ | 13 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV page 19 of the permit. * |
| ☐ | ☐ | 14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation." in accordance with Part IV.A.5 page 25 of the permit. * |
| ☐ | ☐ | 15 Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of wrested vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits." |
| ☐ | ☐ | 16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required. |
| ☐ | ☐ | 17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." * |

- ☐ ☐ 18 Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." *
- ☐ ☐ 19 Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."
- ☐ ☐ 20 Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."
- ☐ ☐ 21 Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."
- ☐ ☐ 22 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of an Biota Impaired Stream Segment must comply with Part III. C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *
- ☐ ☐ 23 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in Item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *
- ☐ ☐ 24 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *
- ☐ ☐ 25 Provide BMPs for the remediation of all petroleum spills and leaks.
- ☐ ☐ 26 Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *
- ☐ ☐ 27 Description of practices to provide cover for building materials and building products on site. *
- ☐ ☐ 28 Description of the practices that will be used to reduce the pollutants in storm water discharges. *
- ☐ ☐ 29 Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).
- ☐ ☐ 30 Provide complete requirements of inspections and record keeping by the primary permittee. *
- ☐ ☐ 31 Provide complete requirements of sampling frequency and reporting of sampling results. *
- ☐ ☐ 32 Provide complete details for retention of records as per Part IV.F. of the permit. *
- ☐ ☐ 33 Description of analytical methods to be used to collect and analyze the samples from each location. *
- ☐ ☐ 34 Appendix B rationale for NTU values at all outfall sampling points where applicable. *
- ☐ ☐ 35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged. *
- ☐ ☐ 36 A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *

☐ ☐ 37 Graphic scale and North arrow.

☐ ☐ 38 Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:

Map Scale	Ground Slope	Contour Intervals, ft.
1 inch = 100ft or larger scale	Flat 0 - 2% Rolling 2 - 8% Steep 8% +	0.5 or 1 1 or 2 2.5 or 10

☐ ☐ 39 Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by EPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.org.

☐ ☐ 40 Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *

☐ ☐ 41 Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to state waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.

☐ ☐ 42 Delineation of on-site wetlands and all state waters located on and within 200 feet of the project site.

☐ ☐ 43 Delineation and acreage of contributing drainage basins on the project site.

☐ ☐ 44 Provide hydrology study and maps of drainage basins for both the pre- and post-developed conditions. *

☐ ☐ 45 An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.

☐ ☐ 46 Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.

☐ ☐ 47 Soil series for the project site and their delineation.

☐ ☐ 48 The limits of disturbance for each phase of construction.

☐ ☐ 49 Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual included for structural BMPs and all calculations used by the storage design professional to obtain the required sediment when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.

☐ ☐ 50 Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.

☐ ☐ 51 Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.

☐ ☐ 52 Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of the year that seeding will take place and for the appropriate geographic region of Georgia.

* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream the * checklist items would be N/A.

Effective January 1, 2019

APPLICATION INTAKE**In Person:** 9:00 am – 4:00 pm**By Email:** engineering@roswellgov.com
**LAND DISTURBANCE PERMIT APPLICATION
CHECKLISTS AND REQUIRED CONSTRUCTION NOTES**

This packet contains a variety of checklists to be used by applicants in preparing a submittal for a Land Disturbance Permit application.

PACKET CONTENTS

	Page Number
Planning and Zoning Checklist	2
Landscape and Tree Protection Checklist	3
Stormwater Management Report Checklist.....	5
Drainage Plan Review Checklist	8
Erosion Control Checklist.....	10
Fire Department Checklist	12
Transportation Checklist.....	14
Floodplain Checklist	17
City Water Department Checklist	19
Required City of Roswell Construction Notes	21

CONTACTS

For questions regarding the checklists or permitting requirements, please contact the following City staff:

City Engineer.....	Danelle Murray.....	770-594-6196	dmurray@roswellgov.com
Planning & Zoning	Jackie Deibel.....	770-641-3783	jdeibel@roswellgov.com
City Arborist	Kayla Hicks	770-817-6756	khicks@roswellgov.com
Transportation.....	Serge Osse	770-594-6428	sosse@roswellgov.com
Fire Marshal	Charlie Vacca	770-641-3730	cvacca@roswellgov.com
Water (Roswell only).....	Chris Boyd	678-639-7565	cboyd@roswellgov.com

PLANNING & ZONING AND GIS CHECKLIST (1 OF 1)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR

Check each item only if complete and included

Application #: _____

Project Name

Accepted / Denied

- ____ A. Proposed project name: _____
- ____ B. Project name prominently displayed on the cover sheet and in the title block area on all sheets.
- ____ C. Project address displayed on the cover sheet and in the title block area.
- ____ D. Project LDP Permit Number displayed on the cover sheet.
- ____ E. PIN(s) identified on cover sheet.

Rezoning

- ____ F. If property was rezoned, Mayor and Council approved and signed resolution should be on the front page.
- ____ G. Check to see if all conditions of zoning have been finalized and addressed.

Design Review

- ____ H. DRB or HPC approved signed resolution should be scanned onto the front page.
- ____ I. Check to see if all board conditions have been finalized.
- ____ J. Check to see if Concept Stormwater Plan has been approved.
- ____ K. Check to see if Natural Area Conservation Easement(s) has been finalized.
- ____ L. Check to see if Natural Area Conservation Easement(s) are shown correctly on the plans.

Site Plan

- ____ M. All site data information is on the site plan.
- ____ N. Check to see if setbacks are shown on the site plan.
- ____ O. Check all parking requirements for number of spaces and parking size.
- ____ P. Check to see if any buffers if required are shown on the site plan.
- ____ Q. All landscape strips are shown and are correct.
- ____ R. All site data information is on the site plan.
- ____ S. Check that all address information on plans is correct.

Addressing

- ____ T. Confirm validity of street names shown on plans.
- ____ U. Confirm validity of addresses shown on plans.

Metropolitan River Protection Act (MRPA) Plan

- ____ V. If this property is located within the Metropolitan River Protection Act Plan Area's 2000 feet Chattahoochee River Corridor (O.C.G.A. § 12-5-440 et seq.), provide as-built survey of any and all existing development, i.e., buildings, structures, etc. Plans should include Atlanta Regional Commission (ARC) assigned vulnerability categories and allowances for existing & proposed cleared & impervious areas.
- ____ W. Demonstrate compliance with the Metropolitan River Protection Act and the Chattahoochee River Corridor Plan.

Attachment: 7_Plat, Land Disturbance, and Building Checklists (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

LANDSCAPE AND TREE PROTECTION CHECKLIST (1 OF 2)

E

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR

Check each item only if complete and included

Application #: _____

Zoning Ordinances/Zoning Conditions Requirements

_____ A. If zoning conditions and/or community standards apply to tree protection or landscaping, show compliance.

_____ B. Provide Lighting Plan showing consistent with Section 6 of Standard Construction Specifications.

Per Zoning Code Chapter 15.5, provide separate sheet(s) dedicated to a Tree Survey, Tree Protection, and Tree Replacement (legibility is required).

_____ C. Tree Survey and/or Tree Protection Plan may be submitted either as part of the tree replacement plan and landscape plan or as a separate drawing. Refer to the City of Roswell Tree Preservation Ordinance (Article 15 of the Zoning Code).

Landscape Plan Requirements

_____ D. Include all required undisturbed buffers, landscape strips, and parking islands with the required dimensions. These requirements must be drawn and dimensioned on all sheets submitted for a permit.

_____ E. Include planting list with proposed plant material names (common and botanical), quantity, size, any special planting notes, and tree density unit value.

_____ F. Include planting details.

_____ G. Minimum number of trees shall comply with the Zoning Ordinance Chapter 15.4 Tree Replacement and Planting. **Show the calculations on the plan.**

_____ H. All required buffers must be planted or replanted to buffer standards unless existing conditions meet or exceed these standards.

_____ I. Detention Pond Requirements: A 20-foot wide landscape buffer planted to detention pond landscape buffer details shall be provided around the exterior of all detention areas adjacent to and outside of the required 20-foot wide access easement, or as may be approved by the City of Roswell Arborist.

_____ J. Parking Islands must be provided as required by Conditional Zoning or Chapter 16.3 of the Zoning Ordinance. Parking islands must be planted with a minimum 3" caliper overstory trees as approved by the City Arborist. Parking Islands must be a minimum of 10 feet wide.

_____ K. Permanent structures cannot be permitted in landscape strips, parking islands, improvement setbacks or buffers, including but not limited to walls, fences, headwalls, drop inlets, catch basins, riprap, light fixtures, phone booths, etc. Monument signs, drainage structures, and sidewalks may be allowed with pre-approval in landscape strips only. Decorative walls or retaining walls shall be allowed in the landscape strip, provided that they are faced with brick or stacked stone to match the architectural building theme.

_____ L. Curb stops must be used to prevent vehicle overhang into required landscape strips and parking islands. One curb stop per parking stall is required.

_____ M. Live plant material shall be incorporated on or directly in front of all buildings.

Tree Protection Plan Requirements

_____ N. Include all tree protection zones and label all tree save areas (even in R.O.W., adjacent to sidewalk) and show areas of re-vegetation.

_____ O. Indicate exact location of all specimen trees onsite as verified by a field run survey. On the site plan, include the size of each specimen tree and indicate whether the specimen tree is to be saved or removed.

_____ P. Healthy specimen trees impacted by land disturbance will have to be recompensed per Zoning Ordinance Section 15.2.7. Replacement trees shall be 4" caliper.

_____ Q. Include limits of clearing and land disturbance such as grading, trenching, etc, where these disturbances may affect tree protection zones.

_____ R. Indicate the proposed locations of all underground utilities. Tree save areas cannot be considered in utility easements.

Attachment: 7_Plat, Land Disturbance, and Building Checklists (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

LANDSCAPE AND TREE PROTECTION CHECKLIST (2 OF 2)

- ___ S. Methods of tree protection shall be indicated for all tree protection zones, including tree fencing, erosion control, retaining walls, tunneling for utilities, aeration systems, transplanting, staking, signage, etc. Provide tree protection details.
- ___ T. This plan should indicate staging areas for parking, materials storage and concrete washout because these areas might affect tree protection.
- ___ U. The required site tree density factor must be satisfied. Provide density calculations on plans. Existing trees or stands of trees used in the density calculation must be indicated on the drawing. Provide sampling area calculations or individual tree units.
- ___ V. Replacement trees used in density calculations must be ecologically compatible with the intended growing site.

Clearly state the following notes on the Tree Protection/Landscape Plans

- ___ W. Provisions for tree protection on the site shall be, as a minimum, in conformance with the requirements of the latest edition of the City of Roswell Tree Protection Ordinance, Zoning Ordinance and administrative guidelines pertaining to tree protection.
- ___ X. If the landscape design and plant material are changed from the permitted plan, three (3) sets of revised plans shall be submitted to the City of Roswell arborist's office for approval, prior to any landscape installation.
- ___ Y. All landscaping for the project shall be completed prior to the issuance of certificate of occupancy. Contact the City of Roswell at 770-594-6293 for site inspection upon completion of landscape installation.

Clearly state the following notes on BOTH the Tree Protection/Landscape Plan and the Grading Sheet

- ___ Z. Contact the City of Roswell Land Development Inspector at 770-594-6100 to determine if a pre-construction meeting prior to any land disturbance is required. All required tree fence must be installed prior to this meeting.
- ___ AA Undisturbed buffers shall be planted to buffer standards where sparsely vegetated or where disturbed due to approved utility crossings. Replanting is subject to City Arborist approval.
- ___ BB. Call Before You Dig (800) 282-7411 or 811.

Stream Buffer Protection Standards

- ___ CC All State Waters (as defined by O.C.G.A.12-7) require a minimum undisturbed vegetative buffer twenty-five (25) feet wide measured from the point of wretched vegetation on both sides of the stream or normal pool level (i.e. lake/pond). Additional undisturbed and impervious buffers may apply as indicated on the Official Water Resources Map, dated October 2, 2000 and last revised July 14, 2008. (Contact the Engineering Division at 770-594-6268 for stream delineation requests.)

STORMWATER MANAGEMENT REPORT CHECKLIST (1 OF 3)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR*Check each item only if complete and included*

Application #: _____

Existing Conditions Analysis

- ____ A. Provide topographic map of existing conditions. Show the following on the map:
- ____ 1. Delineate drainage boundaries (including offsite areas draining onto site) and label/name each drainage area the same as each basin is labeled/named in calculations and tabulations appearing elsewhere in the report.
- ____ 2. Indicate acreage of each delineated drainage area.
- ____ 3. Indicate CN for each delineated drainage area.
- ____ 4. Indicate Tc for each delineated drainage area.
- ____ 5. Indicate runoff travel path and correlate to calculations determining Tc for each drainage area.
- ____ 6. Indicate land cover condition for each drainage area.
- ____ 7. Indicate all state waters and other surface water features.
- ____ 8. Indicate existing stormwater conveyances and structural control facilities.
- ____ B. Provide a summary table of peak rates of runoff and velocities from each delineated drainage area for 1, 2, 5, 10, 25, and 100 year storm events. Include in summary table for each drainage area the following data: label/name of drainage area, acreage, CN, Tc, gross rainfall amount for each storm event, and peak flow rate for each storm event (cfs).
- ____ C. Provide time of concentration determination calculations for each drainage area.
- ____ D. Provide Soil Classifications

Post Development Conditions Analysis

- ____ E. Provide topographic map of developed conditions. Show the following on the map:
- ____ 1. Delineate drainage boundaries (including offsite areas draining onto site) and label/name each drainage area the same as each basin is labeled/named in calculations and tabulations appearing elsewhere in the report.
- ____ 2. Indicate acreage of each delineated drainage area.
- ____ 3. Indicate CN for each delineated drainage area.
- ____ 4. Indicate Tc for each delineated drainage area.
- ____ 5. Indicate runoff travel path and correlate to calculations determining Tc for each drainage area.
- ____ 6. Indicate land cover condition for each drainage area.
- ____ 7. Delineate and label/name each stormwater management facility.
- ____ 8. Indicate all outflow locations for each stormwater management facility.
- ____ 9. Indicate the location of any site design credits that are being utilized.
- ____ 10. Indicate the location of conservation areas.
- ____ F. Provide a summary table of peak rates of runoff and velocities from each delineated drainage area for 1, 2, 5, 10, 25, and 100 year storm events. Include in summary table for each drainage area the following data: label/name of drainage area, acreage, CN, Tc, gross rainfall amount for each storm event, and peak flow rate for each storm event (cfs).
- ____ G. Provide a summary table of developed peak rates of runoff vs. existing peak rates of runoff for each drainage area. Demonstrate no increase in peak rates of runoff for 1, 2, 5, 10, 25 or 100 year events for each drainage area.
- ____ H. Provide graphic* hydrograph output for drainage area(s) draining to each stormwater management facility for the 1, 2, 5, 10, 25, and 100 year events.
- ____ I. Provide calculations for the channel protection volume and demonstrate a minimum extended detention time of 24 hours for the 1 year storm event.

Attachment: 7_Plat, Land Disturbance, and Building Checklists (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

STORMWATER MANAGEMENT REPORT CHECKLIST (2 OF 3)

- ___ J. Provide water quality enhancements designed to provide treatment for the runoff from 1.2 inches of rainfall. Water quality facilities shall be designed to the standards provided in the Georgia Stormwater Management Manual, a copy of which is available at <http://www.georgiastormwater.com>.
- ___ K. Provide details of all water quality facilities. Provide planting plans when applicable.
- ___ L. Provide a copy of the Stormwater Quality Site Development Review Tool. Download the Stormwater Quality Site Development Review Tool. Also available from: www.northgeorgiawater.com.
- ___ M. Provide graphic* hydrograph output of outflow (routing) for each stormwater management facility for the 1, 2, 5, 10, 25, and 100 year events.
- ___ N. For any bypass area hydrograph that is combined with a stormwater management facility outflow hydrograph, provide the tabular hydrograph output for the bypass area for the 1, 2, 5, 10, 25, and 100 year events. Provide the graphic hydrograph output for each combined hydrograph.
- ___ O. Provide time of concentration determination calculations for each drainage area.
- ___ P. For each stormwater management facility provide Stage/Storage/Outflow tabulation and outlet configuration data used for routing for each stormwater management facility.
- ___ Q. Provide details for outlet control structures/devices for each stormwater management facility on plans and in stormwater management report. Ensure details on plans agree with details in report. Label structures so plans and details in report and on plan can be easily correlated.
- ___ R. Provide details for trash racks or anti-clogging devices. Openings on trash racks should be a maximum of 50% of the size of the smallest opening to be protected.
- ___ S. When Natural Area Conservation Easements are proposed provide easement documentation and clearly delineate on the plans and exhibits contained in the hydrology study.

* Graphic hydrographs are acceptable as long as the input, peak and time are clear. Usually the graphic output includes just one sheet and not pages of tabular data. Tabular data is only necessary for stage storage data for ponds. Other tabular data that the WR engineer needs going forward can be requested.

Post Development Downstream Analysis

- ___ T. Provide analysis of downstream conditions at each point or area along project boundary at which runoff will exit the property. Direct discharge of stormwater to an acceptable watercourse, (e.g. existing creek, swale, ditch, drainage system, etc...). Provide calculations showing the adequacy of receiving waters immediately downstream of the project site.
- ___ U. Extend analysis of downstream conditions to include all portions of the downstream conveyances between the site and the point where the site area is 10 percent of the total basin area.
- ___ V. Compare capacity vs. designed flows for each downstream conveyance between site and 10% point. The analysis should include the timing of all flows at each confluence point.
- ___ W. Provide a downstream assessment for existing conditions related to channel down cutting (incisement), evidence of channel widening, bare ground, thick layers of fine sediment, and bank rock content. Assessment may be in the form of survey data or photographs provided the photographs show an accurate determination of existing sediment levels downstream.

Minimum Hydrology Design Parameters

- ___ X. Existing condition, pervious vegetated areas maximum CN = 55.
- ___ Y. Existing condition time of concentration determination shall be in accordance with Section 2.1.5.6 in the Georgia Stormwater Management Manual (GSMM). Sheet/Overland flow lengths less than 100 feet used in GSMM equation 2.1.9 shall be justified in stormwater management report. Use of existing time of concentrations greater than calculated in accordance with GSMM 2.1.5.6 is acceptable.
- ___ Z. Minimum freeboard for above ground earthen stormwater management facility dams is 2 feet.
- ___ AA. Minimum freeboard for concrete stormwater management containment facility is 1 foot.

STORMWATER MANAGEMENT REPORT CHECKLIST (3 OF 3)

Hydrology and Stormwater Management Items to be shown on the plans

- ___ BB. Show a 20ft, graded (max 16% slope) and stabilized access easement to all stormwater management facilities from a location of public vehicle access. Adequate access should be extended to all portions of the facility, e.g. pipe outlets, forebays, outlet structures, etc. No facility shall be completely walled without providing adequate access to the bottom of the facility.
- ___ CC. Provide a 20ft landscape strip as required by the City Arborist around the exterior of all detention areas adjacent to and outside the required 20 ft access easement.
- ___ DD. If side slopes for the stormwater facility are steeper than 4:1 show a four foot high security fence with a 12 ft access gate outside of the ten foot access easement around each detention pond. Show the location of the access gate.
- ___ EE. Provide Fulton County Standard 908 Detail for Earth Fill for Detention Ponds or other detail that meets the minimum standards inherent in Standard 908.
- ___ FF. State the Water Quality Volume, the Channel Protection Volume, the 25-year volume, and the 100-year volume on the plans. State the Water Quality elevation, the Channel Protection elevation, the 25-year elevation and the 100 year elevation on the plans in accordance with GA Stormwater Management manual.
- ___ GG. Provide Fulton County Standard 908 Detail for Earth Fill for Detention Ponds or other detail that meets the minimum standards inherent in Standard 908.
- ___ HH. Eliminate proposed concentrated discharge from site where existing condition is sheet flow.
- ___ II. When serving more than three lots, detention ponds shall be located on a separate parcel where no home can be constructed.
- ___ JJ. Lowest floor elevation adjacent to a stormwater management facility shall be a minimum of 3 feet above the 100-year flood elevation within the facility.
- ___ KK. Provide design engineer's professional seal, signature and date on plans and report. Signature and date shall be handwritten as required by the Georgia Board of Professional Engineers 180-12.02 (3) and (5).
- ___ LL. Show the detention pond 100-year ponding contour and elevation on plan.

Required Notes

- ___ MM. Clearly state the Environmental / Public Works Notes on the plans. (See Section 16 – Required Construction Notes.)

DRAINAGE PLAN REVIEW CHECKLIST (1 of 2)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR*Check each item only if complete and included.*

Application #: _____

Drainage Review Requirements

- ___ ___ A. Minimum culvert size shall be 18" and maximum velocity shall be 15 ft. /sec.
- ___ ___ B. Locate catch basins with 600 feet maximum spacing, designed for 25-year storm with a maximum gutter spread of 8 feet for collector or arterial streets and 10 feet for local streets.
- ___ ___ C. Show nearest existing catch basin and/or drop inlets that receive water from this development.
- ___ ___ D. Provide design calculations for all storm drainage pipes. Storm drainage pipes shall be designed for 25-year storm frequency.
- ___ ___ E. Culverts beneath roads shall be designed to convey the 100-year storm. Show analysis/effects of 100-year storm.
- ___ ___ F. Provide design calculations for all ditches and channels. Ditches and channels shall be designed for 25-year storm frequency.
- ___ ___ G. Provide back water effect due to constriction of pipes in ditches or swales. Limit backwater to within the property.
- ___ ___ H. Storm Drainage Plan
- ___ ___ 1. Show existing and proposed contours, clearly distinguishable.
- ___ ___ 2. Identify drainage structures as existing or proposed.
- ___ ___ 3. Show drainage easements drawn with width dimensions specified. Easement width shall be based on the pipe diameter (span) plus 2 feet, plus two times the pipe invert depth. This value shall be rounded up to the nearest 5 feet. Minimum D.E. width is 20.
- ___ ___ 4. Delineate and label any flood zone within the site.
- ___ ___ 5. Label roadway highpoints on the center line of the roadway.
- ___ ___ 6. Show the limits of proposed construction to be permitted.
- ___ ___ 7. Clearly note this statement on plans: Call Before You Dig (800) 282-7411 or 811.
- ___ ___ 8. Profile all existing/proposed storm pipes above which land disturbance will occur and provide pipe chart. Provide storm structure numbers.
- ___ ___ 9. Reference all storm drainage structures (e.g. catch basins, drop inlets, headwalls, etc.) to Fulton County or other standard (GDOT, etc.) or provide complete detail(s) if not a public standard.
- ___ ___ 10. Storm drainage structures are not allowed within the radius of a curb.
- ___ ___ 11. Provide outlet velocity at outlet structures (i.e. storm drainage profile).
- ___ ___ 12. Storm drainage structures shall discharge into natural draws or drainage channels/swales.
- ___ ___ 13. For all permit revisions, submit a letter stating the proposed changes. These changes should be highlighted on all sheets affected.

Storm Drainage Pipe Design

- ___ ___ I. 30" maximum cross drain pipe draining through GDOT standard catch basins or drop inlets. When larger diameter is required, provide design and detail of all structures.
- ___ ___ J. All storm crossings under public roadways shall be reinforced concrete pipe (RCP), class per Fulton County Standard 521.

DRAINAGE PLAN REVIEW CHECKLIST (2 of 2)

- ___ ___ L. Storm pipe material types, directional changes, slope changes, or transitions are permitted only at drainage structure with surface access (i.e., junction box with manhole, catch basin, etc.). Concrete collars are not acceptable at transitions.
- ___ ___ M. Show size, material type, class or gauge, percent slope, and length of all pipes.
- ___ ___ N. Provide invert elevations and top elevations of drainage structures.
- ___ ___ O. Maximum allowable slope is 10% for RCP and 14% for CMP. Anchor collars may be required on storm pipes when the slope exceeds these standards.
- ___ ___ P. Cite GDOT Standard for storm sewer pipes (CMP pipe shall be fully-coated or aluminized Type II with a paved invert.)
- ___ ___ Q. Storm pipe outlets shall be located away from property lines and undisturbed buffers leaving adequate room for the installation of storm pipe outlet velocity dissipation controls.
- ___ ___ R. The starting tailwater elevation for Hydraulic Grade Line Calculations (HGL) shall be the greater of the 25 year peak water surface elevation at the discharge point or 0.8 times the diameter of the outlet pipe.
- ___ ___ S. The maximum hydraulic grade line elevation shall be 1 foot below ground elevation or the top of the pipe, whichever is lower.

Ditches and Swales

- ___ ___ T. All proposed swales and ditches shall have cross sections, centerline profiles, Q25, and V25, shown on plans.
- ___ ___ U. If 25-year design storm velocity in ditch is greater than 3 ft. /sec., ditch invert shall have a non-erodible material specified.
- ___ ___ V. The 100 year design storm should be routed through the channel system to determine if the 100-year plus applicable building elevation restrictions are exceeded structures are flooded or flood damages increased.

Storm Drain Structures

- ___ ___ W. Show drainage area, Q25 and headwater elevation at the inlet of all storm drain structures (include accumulative areas and Q's, and longitudinal system).
- ___ ___ X. Indicate the type and GDOT standard number for inlet and outlet structures of all pipes.
- ___ ___ Y. All pre-cast manholes shall be provided with a minimum of 9 inches clearance on each side of connecting pipe between all cutouts or penetrations.
- ___ ___ Z. Use online catch basins except for cul-de-sac applications in which one foot offset is required.
- ___ ___ AA. Show concrete spillway at the end of curb and gutter (Ref. GDOT Standard 9013, Type III) where applicable.
- ___ ___ BB. Use concrete flared end sections at driveway crossings within the right-of-way and other applications adjacent to vehicular traffic (Ref. GDOT Standard 1120).

EROSION CONTROL CHECKLIST (1 of 2)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR*Check each item only if complete and included.*

Application #: _____

City of Roswell Erosion, Sedimentation and Pollution Control Plan (ESPCP) Requirements

- ___ ___ A. Provide most current GASWCC Checklist on plans if $\geq 5,000$ square-feet disturbed area. Plans will not be accepted for review without a current GSWCC checklist.
- ___ ___ B. Provide statement on the plans stating whether State Waters are, or are not, onsite or within 200 feet of the site. If State Waters are within 200 feet of the site, depict location of State Waters on all ESPCP sheets.

State Construction General Permit (NPDES)

- ___ ___ C. Submit multi-stage Erosion Control Plans (provide a minimum three stages: initial, intermediate and final). Provide additional stages as needed.
- ___ ___ D. Per NPDES, Provide Letter/Statement of Certification of pre-design site visit, if project is $\geq$ one acre disturbed.
- ___ ___ E. Upon filing any NOI and NOT for the State NPDES Construction General Permit, copies of the NOI and NOT along with proof of sending shall also be submitted to the Engineering Division of Community Development.
- ___ ___ F. Provide GPS coordinates at construction exit as required on the Notice of Intent under the NPDES Application.

Wetlands

- ___ ___ G. Provide field delineated, marked and surveyed wetlands on the plans.
- ___ ___ H. Show this note on the plans: Wetland certification: The design professional, whose seal appears hereon, certifies the following: 1) the National Wetland Inventory maps have been consulted; and, 2) the appropriate plan sheet [] does / [] does not (circle appropriate box) indicate areas of United States Army Corps of Engineers jurisdictional wetlands as shown on the maps; and, 3) if wetlands are indicated, the land owner or developer has been advised that land disturbance of protected wetlands shall not occur unless the appropriate federal wetlands alteration ("section 404") permit has been obtained.
- ___ ___ I. A land disturbance permit will not be issued until we receive a copy of documentation from the Corps of Engineers that an Individual Permit or a Letter of Permission authorizes the proposed encroachment in wetland areas. If the encroachment is authorized under a Nationwide Permit, we must receive documentation from the applicant's engineer about which Nationwide Permit is applicable and how the encroachment meets the conditions of that Nationwide permit.

Stream Buffers and Steep Slopes

- ___ ___ J. Provide field delineated, marked and surveyed streams on the plans for all streams with buffers or setbacks located onsite and/or within 50 feet of the disturbed area.
- ___ ___ K. Delineate the applicable 25-foot undisturbed buffers adjacent to state waters, measured horizontally, on both banks of the stream as measured from the point of wrested vegetation in accordance with the City Code Chapter 7.3 Soil Erosion, Sedimentation and Pollution Control Ordinance.
- ___ ___ L. Inside the 2000 foot River Corridor, a 50-foot undisturbed buffer adjacent to the Chattahoochee River and a 35-foot undisturbed buffer adjacent to perennial streams shown on the USGS quad maps is required by the Metropolitan River Protection Act.
- ___ ___ M. Delineate a 50 foot or 100 foot undisturbed natural vegetative buffer, measured horizontally, on both banks of the stream as measured from the point of wrested vegetation in accordance with the Zoning Code Chapter 21.1 Tributary Protection. No septic facilities permitted within 150 feet of the stream bank.
- ___ ___ N. Delineate a 25 foot or 50 foot impervious setback, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover is prohibited. Grading, filling, and earthmoving shall be minimized within the setback. (Ref: Zoning Code Chapter 21.1 Tributary Protection) No septic facilities permitted within 150 feet of the stream bank.
- ___ ___ O. Provide the limits (with boundary measurements) for any additional stream buffers indicated by a city engineer approved Steep Slope Analysis Report for sites with slopes steeper than 4:1 and within 500 feet of State Waters. (Ref: City Code Section 7.3.4.C.17)
- ___ ___ P. Check to see if Steep Slope Analysis buffers and additional requirements are correctly summarized and shown as required. The area of additional protective measures should reflect development that is appropriate in that zone. These areas should be considered as eligible for development but not to the extent as those areas outside of the protective zone.

EROSION CONTROL CHECKLIST (2 of 2)

- ___ ___ Q. Provide steep slope analysis for fill slopes within 500 feet of state waters when those slopes are steeper than 4:1.

Natural Area Conservation Easements

- ___ ___ R. When Natural Area Conservation Easements are proposed; provide easement documentation and clearly delineate on the plans.

City of Roswell Standard Construction Specifications

- ___ ___ S. All plans shall comply with Section 3 – Grading and Drainage in the City of Roswell Standard Construction Specifications, latest revision which is available online at www.roswellgov.com .

Best Management Practices (BMPs)

- ___ ___ T. In areas where the slope is greater than or equal to 33% and higher than 10 feet, a flat area length of 10 feet between the toe of the slope and the silt fence shall be provided.
- ___ ___ U. Provide additional protective measures for those areas where development is allowed with restrictions in compliance with the mitigation plan in a city engineer approved Steep Slope Analysis Report for sites with slopes steeper than 4:1 and within 500 feet of State Waters. (Ref: City Code Section 7.3.4.C.17)
- ___ ___ V. Provide vegetative plan for temporary and permanent vegetative practices (Ds2 and Ds3), including species, planting dates and seeding, fertilizer, lime and mulching rates. The vegetation plan shall show options for year round seeding.
- ___ ___ W. Plans, Details and Specifications shall conform to the Manual for Sediment and Erosion Control in Georgia (Green Book) and these checklist items as a minimum. Revise plans to conform to Green Book requirements noted in the review.
- ___ ___ X. All slopes 3:1 and steeper require matting (Mb) and permanent vegetation (Ds3) or stapled sod (Ds4).
- ___ ___ Y. All slopes steeper than 3:1, in addition to matting and in areas where a maintained landscape is to be expected, shall receive additional plantings to include durable shrubs and groundcovers for permanent cover per Table 6-5.3 in the Manual for Erosion and Sediment Control in Georgia.
- ___ ___ Z. Show tree protection fence in identical location to that shown on the Tree Protection Plans.

Retaining Walls

- ___ ___ AA. Clearly show walls with top of wall / bottom of wall elevations and stationing on plans. Provide details and specifications for all retaining walls four feet and less. Wall heights are measured from the bottom of the foundation to the top of the wall. Note on the plans that a separate retaining wall permit is required for all walls over four feet from the City of Roswell Building Division.

Required Notes

- ___ ___ BB. Provide the required City of Roswell Erosion Sedimentation and Pollution Control notes on the plans. (See Section 16 of this document – Required Construction Notes.)

FIRE DEPARTMENT CHECKLIST (1 OF 2)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Comments are provided through the Development Plan Review Team (DPRT) process to help the applicant in this and future design/approval processes. Comments are based upon the plans and information submitted at the time of the review. In some cases, the reviewer, due to the lack of information provided, must make assumptions about fire protection requirements for the project.

This office is available to meet with the applicant or representatives of the applicant to discuss design issues as they pertain to requirements by the Fire Marshal's Office. Generally, a meeting can be held within one to two workdays after initial contact: Roswell Fire Marshal's Office: 770-641-3730.

Approval of plans/application by this department in the DPRT process does not give approval to occupy, construct, remodel, add on to, renovate, or change occupancy type of any commercial or multi-family structure until approval has been obtained from the fire and building officials.

Applicant COR*Check each item only if complete and included.*

Application #: _____

City of Roswell Fire Department

The numbers that follow worksheet statements represent an IFC code section unless otherwise stated.

Access

- ___ ___ A. The required fire department access roads is a minimum unobstructed 20 ft. in width and 13 ft. 6 in. clear height, IFC 503.2.1. Check with local or state requirements that may have street planning regulations that supersede the IFC requirements.
- ___ ___ B. "No Parking Fire Lane" signs are provided at AHJ prescribed locations, IFC 503.3.
- ___ ___ C. Required fire department access roads are designed to support an apparatus with a gross axle weight of 75,000 lb, engineering specifications are provided, IFC App D102.1.
- ___ ___ D. Required fire department access roads are an all-weather driving surface such as asphalt, concrete, chip seal (oil matting), or similar materials, IFC 503.2.3.
- ___ ___ E. The proposed building does have an emergency vehicle access road within 150 ft. of any exterior portion of the structure, if not, a fire department access road must be provided, IFC 503.1.1.
- ___ ___ F. The grade for required fire department access road does not exceed 10 percent unless approved by the Chief, Appendix D103.2.
- ___ ___ G. A local jurisdiction alternative to the 10 percent grade restriction could be the following: If the grade exceeds 10 percent, the first portion of the grade shall be limited to 15 percent for a length of 200 ft. and then 15 percent to 20 percent for a maximum of 200 ft., repeat the cycle as necessary unless the building is sprinklered.
- ___ ___ H. No access drive grades are greater than 10 percent if Appendix D is applicable at the local level, Appendix D 103.
- ___ ___ I. The access road design for a maximum grade conforms to specifications established by the fire code official, IFC 503.2.7.
- ___ ___ J. The dead-end fire department access roads (s) in excess of 150 ft. is provided with a turn-around, IFC 503.2.5.
- ___ ___ K. The turn-around cul-de-sac has an approved inside and a outside radius, e.g. 30 ft. 50 ft. respectively, a hammerhead design is a minimum 70 ft. L x 20 ft. W, or another approved design may be used, IFC 503.2.4.
- ___ ___ L. The turning radius for emergency apparatus roads is 30 ft. inside and 50 ft. outside radius or as approved by the code official.
- ___ ___ M. Fire department access roads shall be constructed and maintained for all construction sites, IFC 1410.1.
- ___ ___ N. Dead-end streets in excess of 150 ft. resulting from a phased project are provided an approved temporary turnaround, IFC 503.2.5.

FIRE DEPARTMENT CHECKLIST (2 OF 2)**Hydrants and FDC's:**

An in-depth plan review for private hydrants and private water mains will occur during the building plan review phase.

- ___ ___ O. A fire flow test and report is provided to verify that the fire flow requirement is available.
- ___ ___ P. Water mains and pipe sizes are detailed on the site plan, IFC 508.1.
- ___ ___ Q. All water mains and hydrants shall be installed and operate as soon as combustible materials arrive on a construction site, IFC 1412.1.
- ___ ___ R. The nearest hydrant(s) to the project structure and/or property road frontage are shown on the plan.
- ___ ___ S. No fire service mains shall be of a pipe smaller than a nominal 8-inch diameter when used:
 - ___ ___ 1. to supply more than one hydrant, or
 - ___ ___ 2. to supply one hydrant and automatic extinguishing system, or
 - ___ ___ 3. to supply one hydrant on a dead-end main over 500 feet.
- ___ ___ T. In no case shall a dead end main(s) exceed 600 feet in length for main sizes less than 10 inches. GA Safety Fire Commissioner, 120-3-3, NFPA 24.
- ___ ___ U. Fire Department connections shall be on the street side of buildings and so located and arranged that hose lines can be readily and conveniently attached to the inlets without any interference. They shall also be free standing at approved location by the Fire Department. NFPA 24.
- ___ ___ V. A fire hydrant shall be located within 400 feet of the most remote portion of the building and maintain a 3-foot clearance around the hydrant. IFC 2006 Section 508.
- ___ ___ W. If new hydrants are installed they shall be placed a minimum of 40 feet from the building and be installed according to the specifications of Fulton County Water Systems. NFPA 24.
- ___ ___ X. The center of the hose outlet shall be not less than 18 inches above the final grade. NFPA 24.
- ___ ___ Y. Hydrants shall not be placed near retaining walls where there is a danger of frost through the walls. NFPA 24.
- ___ ___ Z. Hydrants shall be protected from mechanical damage. The means of protection shall be arranged so that it will not interfere with the operation of the hydrant (3 feet clearance). NFPA 24.

Transformer Pads:

- ___ ___ AA. Transformer pad locations shall be a minimum of 10'-0" from any walkway, balcony, building overhang, canopies, exterior walls, and exterior stairs.
- ___ ___ BB. Transformer pad edges shall be no less than 14'-0" from any door way.
- ___ ___ CC. Transformer pad edges shall be no less than 10'-0" from any window or other opening.
- ___ ___ DD. If the building has an overhang, the 10'-0" clearance shall be measured from a point below the edge of the overhang.
- ___ ___ EE. Fire escapes, outside stairs, and covered walkways attached to or between buildings, shall be considered as part of the building.
- ___ ___ FF. Pad locations shall be no less than 3'-0" from any solid wall of non-combustible construction with no overhang. Ga. Safety Fire Commissioner, 120-3-3, NFPA 70

Required Notes:

- ___ ___ GG. Include notes marked "FIRE MARSHAL'S OFFICE CONSTRUCTION REQUIREMENTS" on the plans. (See Section 16 – Required Construction Notes.)

TRANSPORTATION CHECKLIST (1 OF 3)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR*Check each item only if complete and included.*

Application #: _____

Georgia Department of Transportation (GDOT)

- ____ A. GDOT Driveway Permit Number - This development accesses on a road maintained by GDOT and/or a City road with a currently programmed state improvement project. Provide GDOT driveway permit number and approval. No Land Disturbance Permit will be issued showing roadway improvements until GDOT plans and approval are presented to Roswell Department of Community Development.
- ____ B. GDOT right-of-way (R.O.W.) Dedication and Reservation - Plans must show GDOT mandated R.O.W. dedications and reservations for all projects adjacent to any road maintained by GDOT and/or any City road with a currently programmed state improvement project.

Manual of Uniform Traffic Control Devices (MUTCD) Traffic Control Plan

- ____ A. A separate sheet dedicated to a Traffic Control Plan should be submitted with the Land Disturbance Permit approval drawings if the improvements associated with the development will create the need for supplemental road improvement, signing, or striping of a City road, which will either be accessed on or dedicated by the development. The plan should be at a scale of between 1" = 20' and 1" = 60', contain a location map and north arrow. It must include all warning devices, barricades, signage, and operational changes to all affected roads, including any necessary detour routes. All work zone signage and marking must conform to the MUTCD 2009 or later edition.

American Association of State Highway Transportation Officials (AASHTO) Compliance

- ____ A. All road designs shall conform to AASHTO (Green Book) 2011 or later edition and these checklist items as a minimum. Revise plans to conform to AASHTO requirements noted in the review.

Curb Cuts

- ____ A. Show all existing and proposed curb cuts which are within 300 feet of proposed driveway(s) along property frontage.
- ____ B. Dimension distance from centerline of project curb cuts to existing and/or proposed curb cuts.
- ____ C. Show angle of incidence of centerline of driveway and entrance, with centerline of road.
- ____ D. Show width of driveway entrance from back of curb to back of curb. Driveway widths must conform to Fulton County Driveway Manual and Standard Details.
- ____ E. Show concrete apron per Roswell Standard Details. For private residential street entrances and commercial and industrial entrances; add this detail to your plans.
- ____ F. Show right in/right out only curb cut design per Roswell Standard Details; add this detail to your plans.
- ____ G. Show any proposed walls and/or fences along the property frontage. No portion of the fence or wall may be closer than 3' to the R.O.W. line. If the fence is located within the R.O.W. reservation, an agreement must be filed, before LDP issuance, that the fence will be removed at no cost to the City at any future time that the City may purchase the reservation. Such agreement must be filed with the City Clerk and the Department of Public Works, and tied to the property deed.
- ____ H. Show separate dimensioned entrance detail for all gated entrances.

Attachment: 7_Plat, Land Disturbance, and Building Checklists (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

TRANSPORTATION CHECKLIST (2 OF 3)

Roadway Construction/Drainage

- ___ ___ A. Show proposed improvement(s) on City roads dimensioned from legal centerline of road. Include deceleration, left turn lanes, road widening, and other improvements as required by Roswell Driveway Manual. All improvements must conform to Roswell Standard Details.
- ___ ___ B. Show how the proposed road improvement(s) will be tied into the existing conditions, on the City road at the limits of the properly frontage with the adjacent parcel(s).
- ___ ___ C. Show roadway widening per Roswell Standard Details, if required; add the appropriate detail to your plans.
- ___ ___ D. Show concrete with topping construction detail when roadway widening is less than four feet, per Roswell Standard Detail.
- ___ ___ E. Show curb and gutter improvements on all frontages, per Roswell Standard Details; add the appropriate detail to your plans.
- ___ ___ F. Show sidewalks as required per Roswell Subdivision Regulations, and Roswell Standard Details; add this detail to your plans.
- ___ ___ G. Show drainage flow lines, minimum slopes, high points and low points with spot grades along your road frontage.
- ___ ___ H. Show internal roadway cross-sections and widths per Roswell Standard Details; add the appropriate detail to your plans.

Signing/Striping

- ___ ___ A. Show legal centerline of all existing and proposed City roads. Show speed limits for all roads (existing and proposed); locate any adjacent speed limit signs; label proposed as future public or private.
- ___ ___ B. Show deceleration lane(s) striping and signage, if required. Show signing and striping on the plans per Roswell Standard Details and the MUTCD.
- ___ ___ C. Show left turn lane(s) striping and signage, if required. Show signing and striping on the plans per Roswell Standard Details and the MUTCD.
- ___ ___ D. Show striping plan for frontage resurfacing. Show signing and striping on the plans per Roswell Standard Details and the MUTCD.

Intersection Sight Distance Profile

- ___ ___ A. Show intersection sight distance (not to be confused with stopping sight distance) of each proposed intersection entrance, street or driveway. Intersection sight distance is determined with an assumed height of driver's eye of 3.5 feet and an assumed height of object of 3.5 feet when measuring in the vertical plane. When measuring in the horizontal plane, the intersection sight distance is determined with an assumed driver's eye location from a point 4' offset from the centerline and 15' from the edge of closest travel lane to a point along the centerline of the closest oncoming travel lane. When measuring in either plane, the line of sight must remain in the proposed standard dedicated R.O.W. and may not be obstructed by monuments, walls, fences, trees, hedges or other visual impediments / obstructions.

Right of Way / Utilities

- ___ ___ A. Show proposed R.O.W. dedication and reservation, dimension from centerline.
- ___ ___ B. Show a 10.5 foot R.O.W. shoulder dimensioned from the back of curb of all road improvements, if the road improvement plus 10.5 feet will be greater than the proposed R.O.W. dedication.
- ___ ___ C. Show R.O.W. miter at external street intersections of at least 20 feet radius. Ensure intersection site distance, free of obstructions, is provided.
- ___ ___ D. All utility locations must conform to Roswell Standard Details; add this detail to your plans.
- ___ ___ E. Show R.O.W. widths for all proposed streets and cul-de-sacs per Roswell Construction Standard Specifications and Subdivision Regulations.

TRANSPORTATION CHECKLIST (3 OF 3)

Vertical Alignment (for internal streets)

- ___ ___ A. Minor street (44' R.O.W.) = 14% maximum grade. All grades exceeding 12% shall not exceed a length of 250 feet.
- ___ ___ B. Show minimum centerline profile and longitudinal gutter slopes with grade of at least 0.5 percent when used as a tangent.
- ___ ___ C. Show minimum Vertical curve lengths, per Roswell Construction Specifications Section 2.
- ___ ___ D. Show compliance with Roswell Subdivision Regulations for leveling course design at approaches to an intersection.

Horizontal Alignment (for internal streets)

- ___ ___ A. Show minimum horizontal centerline curve radius, per Roswell Subdivision Regulations.
- ___ ___ B. Show minimum tangent lengths between reverse horizontal curves of 50 or 100 feet, per Subdivision Regulations.
- ___ ___ C. Show desired ninety-degree angle of incidence between intersections, per Subdivision Regulations.

Required Notes

- ___ ___ A. Clearly state the Transportation Notes on the plans. (See Section 16 – Required Construction Notes.)

Signal Permit

- ___ ___ Include separate signal plans if a signal is required for this development. Signal plans must be submitted to, but not necessarily approved by, Roswell Transportation prior to the Transportation sign-off for LDP. Contact the Roswell Traffic Engineer (770-594-6428) for more information.

FLOODPLAIN CHECKLIST (1 of 2)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR*Check each item only if complete and included.*

Application #: _____

General (all projects)

- ____ A. Provide FEMA Flood Insurance Rate Map (FIRM) excerpt on the cover sheet for the subject site development plans on which the site is delineated.
- ____ B. Provide statement below FEMA FIRM excerpt on cover sheet of plans:
 "This site [is/is not] located within a zone [A, AE, shaded zone X] as defined by FIRM Community Panel Number 13121 _____ for Fulton County, Georgia and incorporated areas. (Use June 22, 1998 or most current map)."

If Flood Zone AE, Zone A and/or shaded Zone X within site:

- ____ C. Clearly delineate flood zone extents and both the existing and proposed 100-year flood elevations on plans.
- ____ D. Provide project benchmark with elevation, tied to Roswell or Fulton County G.I.S. monument. Use N.A.V.D. or Mean Sea Level Datum.
- ____ E. If the proposed work encroaches within Zone AE, A or X. The following is required:
- ____ 1. Professional Engineer's certification that the proposed work will not:
- ____ a. raise the base flood elevation equal to or more than 0.01 foot.
- ____ b. reduce the flood storage capacity in the flood plain (fill placed within floodplain must be compensated and all cut areas must gravity drain to watercourse);
- ____ c. impede the movement of flood waters;
- ____ d. change the flow characteristics of the flood waters; and
- ____ e. create hazardous or erosion-producing velocities.
- ____ 2. Flood study, prepared and certified by Professional Engineer, which determines both the existing and proposed extents and elevations of the flood zone.
- ____ 3. At the request of Roswell, provide application to FEMA for a conditional FIRM revision to be submitted to FEMA.
- ____ F. Locate all flood study sections on the plans and state the existing and proposed flood elevations at each section.
- ____ G. Provide a RECORDED copy of the Roswell Flood Plain Indemnification Agreement.

General

- ____ H. State the "lowest floor elevation" including basement and attached garage for each lot affected by the floodplain. Note: lowest flood elevation shall be a minimum of 3 ft. above the 100-year storm elevation.
- ____ I. Clearly state the following notes on the cover sheet and construction plans:
- ____ 1. The flood zone(s) _____ shown hereon are based on the Fulton County Community Panels (FIRM) [Numbers/Numbers] 13121 _____.
- ____ 2. The base flood (IRF) elevations shown hereon are based on the flood elevation study by _____, (signature, seal, date of design professional.);

FLOODPLAIN CHECKLIST (2 of 2)

- ___ ___ 3. All construction including grading and filling within the floodplain shown hereon shall be in conformance with the Roswell Floodplain Ordinance.
- ___ ___ 4. All cut and fill within the floodplain shall be field verified and certified by a Professional Engineer.
- ___ ___ 5. All floodplain shall be field located and staked prior to encroachment within them. Such location shall be maintained clear and visible throughout construction and final approval.
- ___ ___ 6. When utility (storm drains, sewers, etc.) construction is within a floodplain:
- ___ ___ a. The contractor shall restore the floodplain to the original condition and grade immediately upon completion.
- ___ ___ b. Upon completion of restoration, a Professional Engineer shall certify in writing to the Community Development Department that all work is complete and the floodplain restored.
- ___ ___ 7. When any construction borders a floodplain:
- ___ ___ a. The contractor shall restore the floodplain to the original condition and grade immediately upon completion.
- ___ ___ b. Upon completion of restoration, a Professional Engineer shall certify in writing to the Community Development Department that all work is complete and the floodplain restored.
- ___ ___ 8. The lowest floor elevation includes basement and attached garage and shall be a minimum of 3 ft. above the 100 year storm elevation.
- ___ ___ J. Show the limits of construction and the quantities of cut/fill proposed within the floodplain on the construction plans. Show a grading plan with quantities and proposed contours for the area where the compensating cut is to be made. When fill or cut is proposed within a floodplain, a plan and profile based on field run cross sections shall be submitted as part of the land disturbance permit. The horizontal and vertical scales shall be such that the contractor can clearly determine the extent and amount of work and such as to facilitate the engineer in submitting the required certification.

CITY WATER DEPARTMENT CHECKLIST (1 OF 2)

Reviewed By: _____ Phone: _____ Date: _____ Accepted / Denied

Applicant COR*Check each item only if complete and included*

Application #: _____

WATER SUPPLY

- ____ A. Verify whether project is served by City of Roswell water or Fulton County water. If on Fulton County Water, Fulton County will need to approve the Water Line Plan Sheet(s) and Details. For more information, contact Fulton County Department of Public Works at 770-640-3040.

LOCATION AND SIZES

- ____ B. Verify that the location of water lines, services and fire hydrants.
- ____ C. Verify tie in points to existing water main
- ____ D. Verify that the sizes meet City of Roswell Standard Construction Specifications Section 4 for pipe and material.

APPURTENANCES

- ____ E. Private Water Line Requirements
- ____ 1. Master meter will be installed with approved backflow
- ____ 2. All units will be sub-metered with approved backflow
- ____ F. Verify tie in points to existing water main
- ____ G. Show location of water meter and backflow device and sizes. Meters shall not be installed in sidewalks, driveways, or any type of pavement.
- ____ 1. Ensure proper meter and size is being installed for use and not in the sidewalk.
- ____ 2. Ensure proper approved backflow device and size is being installed
- ____ H. Verify the locations of new hydrants being installed
- ____ I. Verify the locations of valves being installed. Valves shall not be installed in sidewalks, driveways, or any type of pavement.

DETAILS AND SPECIFICATIONS

- ____ J. Verify that the proper approved detail specifications have been included
- ____ 1. Service Saddle Detail
- ____ 2. Vault Detail
- ____ 3. Meter box Detail
- ____ 4. Flush Station Detail (if determined that one should be provided)
- ____ 5. Trench Repair Detail
- ____ 6. Valve Box Detail
- ____ 7. Pipe Location Detail
- ____ 8. Thrust Block Detail and Thrust Collar Detail
- ____ 9. Valve Fitting and Thrust Restraint Detail
- ____ 10. Tapping Sleeve Detail
- ____ 11. Valve Detail
- ____ 12. Hydrant Detail

Attachment: 7_Plat, Land Disturbance, and Building Checklists (RC 20235097 - Old Riverside Road - Metropolitan River Protection Act)

CITY WATER DEPARTMENT CHECKLIST (2 OF 2)

- ___ ___ K. Include the City of Roswell Water Utility Detail Spec Sheet for Double Check Backflow Prevention Device
- ___ ___ L. Include the City of Roswell Water Utility Detail Spec Sheet for RPZ Backflow Prevention Device.
- ___ ___ M. Include the City of Roswell Water Utility Detail Spec Sheet for Double Detection Check Assembly (DDCA) Backflow Prevention Device, if required.
- ___ ___ N. Include the City of Roswell Water Utility Detail Spec Sheet for ¾" Meter and Meter Box
- ___ ___ O. Include the City of Roswell Water Utility Vault Detail Spec Sheet.

REQUIRED NOTES

- ___ ___ P. Include the City of Roswell Water Department Notes

REQUIRED CITY OF ROSWELL CONSTRUCTION NOTES (Continued)**CITY OF ROSWELL ENVIRONMENTAL / PUBLIC WORKS NOTES**

1. The issuance of these construction drawings does not assure sewer availability. Sewer service is provided by Fulton County, not the City of Roswell. Contact Fulton County Water and Sewer at 404-612-7518 for more information.
2. A horizontal separation of at least 10 feet must be maintained between the water main and the existing or proposed sewer. When water mains cross sewers, a minimum vertical separation of 18 inches must be provided between the two (2) pipes (measured edge to edge). At crossings, one full length of water pipe must be located so that both joints are as far from the sewer as possible.
3. Sanitary sewer and water lines must pass inspection before streets can be paved.
4. Any pipe, solder or flux used in the installation or repair of the water lines must be lead-free.
5. All backflow devices, vaults, blocking and hydroseed equipment must be inspected by the Water Division 770-641-3707.
6. All gate valves shall be epoxy coated with resilient-sealed gates.
7. All water lines dedicated to the City of Roswell shall be Class 350 DIP.
8. Front gates are allowed on dumpster pads only with prior approval from the Public Works Department.
9. All sanitary dumpster and/or compactor pads are required to be tied into the public sanitary sewer system per City of Roswell Standard Details with the approval of Fulton County Water and Sewer or when connection to the sanitary sewer is not feasible connection to a dry pit requires the approval of the Environmental / Public Works Department. Contact 770-641-3715 for more information.



BUILDING PERMIT CHECKLIST

BUILDING PERMIT APPLICATION CHECKLIST

Prior to submitting an application for a Building Permit, please verify if a Land Disturbance Permit (LDP) is required and if it must be acquired before submission of the Building Permit Application will be accepted.

Building Permit applications may be submitted the following ways:

- In person at City Hall between the hours of 9:00 am and 4:00 pm
- By emailing the checklist items to buildingpermits@roswellgov.com

Checklist items required for application submittal:

- ☐ Completed & Signed Building Permit Application, including this checklist page
- ☐ Copy of Contractor's Current Business License, applicable State License, and Photo ID
The homeowner may apply as their own contractor, but must provide a notarized Homeowner Affidavit form, proof of ownership, and current photo ID.
- ☐ Authorized Agent Form (if applicant is submitting on behalf of the contractor), with copy of Agent's Photo ID
- ☐ Copy of Applicant's Photo ID (if applicant is someone other than contractor or authorized agent)
- ☐ Completed Subcontractor Affidavit for each Trade (mechanical, electrical, plumbing) to be added to this application, including a copy of subcontractor's business license, state license, and Photo ID.
- ☐ ResCheck (if Residential) / ComCheck (if Commercial) for new construction or building additions
- ☐ Proof of approval from Fulton County and/or City of Roswell for water connection & sanitary sewer or septic connection.
- ☐ One (1) PDF file of the complete set of construction documents, including a site plan, on a disk or flash drive or emailed with the application and other checklist items.

Please refer to the City of Roswell Community Development Department website for additional information and to download applications and forms.



Getting Your Plat Approved

Please read Sections 11.2 and 13.5 of the *Roswell Unified Development Code*. This section covers the requirements and process for Plat submittal and approval.

DIVISION PLAT

The subdivision will result in the creation of no more than 3 lots and does not require the extension of public utilities, dedication of public right-of-way, or public streets.

PRELIMINARY PLAT

Staff will review the **Preliminary Plat** application for completeness and compliance with the *Unified Development Code*. Upon staff approval, the request will then be scheduled for presentation at a Planning Commission meeting where you will have an opportunity to answer questions regarding the plat for the Commissioners. At the conclusion of the meeting, the Preliminary Plat may be “Approved” as Submitted, “Approved with Conditions”, or “Denied”.

- **Traffic Impact Study may be required.**

FINAL PLAT

The **Final Plat** is the instrument by which the City accepts public right-of-way, infrastructure and utility easements. The Final Plat application is submitted subsequent to land disturbance and infrastructure installation. Upon staff approval, the request will then be scheduled for presentation at a Mayor and Council Meeting for consideration. Once a Final Plat is approved by Mayor and Council and recorded, building permits may be issued.

REQUIRED ITEMS TO BE SUBMITTED WITH THE PLAT APPLICATION

The following shall be submitted with the application form:	Division/Combination	Preliminary	Final
Completed application form and pay applicable fees	X	X	X
One (1) digital copy of map set and other documentation.	X	X	X
Homeowner Association documents required by the UDC section 11.2			X
Stormwater Management System As-Built Report, plans & Hydrology Report, as applicable			X
Completed and recorded Stormwater Management Facilities and Practices Covenant Form			X
Signed Indemnity Agreement Form			X
Maintenance and/or Performance Bonds, as applicable			X
Landscape Performance Bond and/or Landscape Maintenance Bond, as applicable			X
Letter from applicable power company indicating all fees for service and points and light poles have been paid.			X
Provide justification for removal of specimen trees in accordance with UDC 12.1.3, letter B, #1.	X	X	



PLAT APPLICATION CHECKLIST

	Division/Combination	Preliminary	Final
Name and address of owner(s) of record	X	X	X
Name and address of subdivider, if not owner of record	X	X	X
Proposed name of subdivision		X	X
North arrow, scale	X	X	X
Statement indicating the reference of bearings (magnetic true north grid north)		X	X
Date of the drawing of the plat and revision date if applicable	X	X	X
Vicinity map showing location of the subdivision	X	X	X
Acreage and square footage contained within each lot.	X	X	X
A heavy outline boundary of the tract shall be provided.	X	X	X
For lot lines, provide all distance to the nearest tenth of a foot and all angles to the nearest minute.	x	x	x
All angles shall be indicated to the nearest minute, and the error of closure shall be stated, and shall not exceed one in five thousand (1/5000)	X	X	X
Current zoning classification, minimum lot size; minimum primary street, side and rear setbacks; minimum lot width; and conditions	X	X	X
Location, dimension and purposes of existing and proposed easements and areas to be reserved for public use			X
Clearly identify existing and proposed right-of-way, existing and proposed roadway conditions along the entire roadway frontage, and the centerline of the pavement labelled.		X	X
Label proposed street pavement and right-of-way width, cul-de-sac pavement and right-of-way radius, intersection pavement and right-of-way radius, all centerline curve data and tangent data.	X	X	X
Street names.		X	X
Identify accurate location, material and description of monuments and markers found or placed	X	X	X
Identify tree save areas and all Specimen Trees. Indicate which, if any, Specimen Trees are proposed to be removed		X	
Indicate provisions for water supply, sewage disposal and storm drainage	X	X	X
Show and label natural features within the proposed subdivision including drainage channels, streams, bodies of water, wooded areas and other significant features. Flood plains and dam failure flood zones shall be outlined and labeled.	X	X	X
Provide stormwater table indicating the existing or proposed impervious area square footage for each lot, as applicable			X
Tie four corners of the survey to two (2) Fulton County GPS coordinates			X
Include the following notes on the plat:			

PLAT APPLICATION CHECKLIST			
	Division/Combination	Preliminary	Final
Include the following Drainage Notes releasing the City of Roswell from any and all liability: DRAINAGE: The owner of record, on behalf of himself/herself/itself and all successors in interest, specifically release the City of Roswell from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features. Drainage easements are hereby established for the sole purpose of providing for the emergency protection of the free flow of surface or storm waters along all watercourses as established by a final plat. The City of Roswell may conduct emergency maintenance operations within this easement, where emergency conditions exist. Emergency maintenance shall include the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition, which in the judgment of the City of Roswell is potentially injurious to health, life, public property, public roads or utility systems. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of the City of Roswell. The City reserves the right to seek reimbursement for expenses from the owner(s) of the property(ies) of the land that generated the conditions requiring the emergency service.		X	X
FLOOD HAZARD NOTE: Portions of this property lie within a 100 year flood hazard zone as defined by the F.E.M.A. Flood Insurance Rate Map of the City of Roswell, Georgia, Community Panel Number _____, dated _____. OR This property does not lie within a 100 year flood hazard zone as defined by the F.E.M.A. Flood Insurance Rate Map of the City of Roswell, Georgia, Community Panel Number _____, dated _____.	X	X	X
NOTE: Disturbance of the 100 year flood plain is prohibited.	X	X	X
STATEMENT OF OWNER: The undersigned is the owner of record of the property, and the entire parcel is contained within the subject plat. _____ Owner Date This statement must be notarized.	X		



PLAT APPLICATION CHECKLIST

	Division/Combination	Preliminary	Final
CERTIFICATE OF OWNER: The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever, all streets, parks, drains, easements and public grounds thereon shown, which comprise a total of _____ acres, for the purposes therein expressed. _____ Owner Date		X	
CERTIFICATE OF SURVEYOR/ENGINEER: It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments show hereon actually exist or are marked as Future, and their locations, size, type and material are correctly shown; and that all engineering requirements of the City of Roswell and all requirements of the Unified Development Code of the City of Roswell, Georgia have been fully complied with. By: _____ Registered Civil Engineer No. _____ Address: _____ Phone #: _____ By: _____ Registered Georgia Land Surveyor No. _____ Address: _____ Phone #: _____	X	X	X
Certification note by the Fulton County Dept. of Health and Wellness	X	X	X
Provide note on plat: Proof of City of Roswell or Fulton County approval for water connection, sewer connection or septic system shall be provided prior to issuance of a Building Permit	X	X	X
Minor (Division/Combination) Plat signature block. Signature will be completed upon approval. CITY OF ROSWELL, GA CERTIFICATE OF ZONING DIRECTOR _____ Zoning Director Date Pursuant to section 11.2 of the Unified Development Code, this plat has been approved for recording by the Zoning Director of the City of Roswell in accordance with existing rules and regulations.	X		



PLAT APPLICATION CHECKLIST			
	Division/Combination	Preliminary	Final
Final Plat signature block. Signatures will be completed upon approval. CITY OF ROSWELL, GA CERTIFICATE OF FINAL APPROVAL _____ Mayor Date _____ Engineering Director Date		X	X (signatures will be completed upon approval)

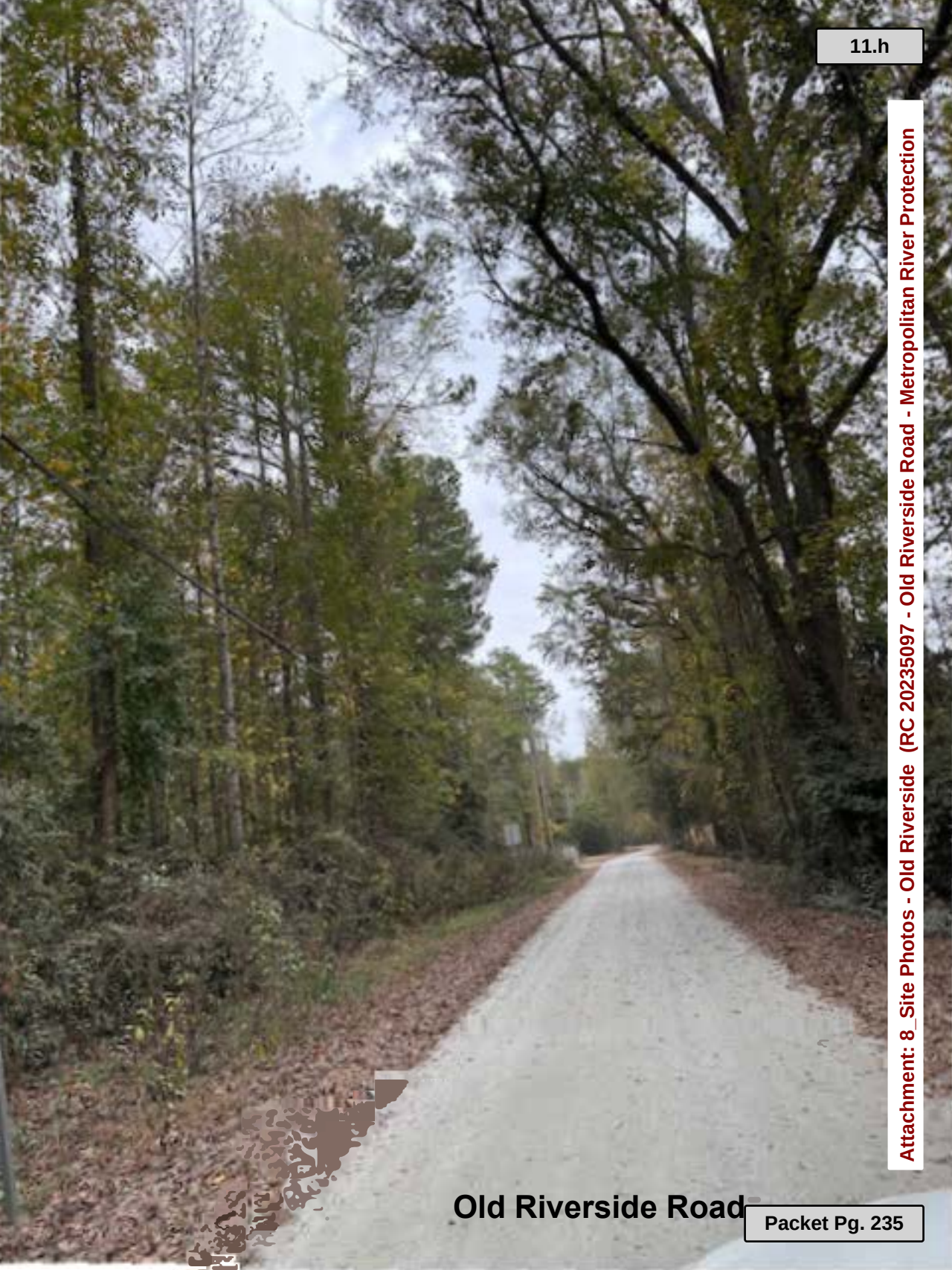
REGULATIONS FOR NAMING STREETS

The following conventions will be followed when naming streets within the City of Roswell:

1. Street names shall consist of a root name and a suffix designation such as "Street", "Avenue", "Road", "Circle", "Way" and so on. Root names shall consist of no more than 13 characters, including spaces and hyphens.
2. Directional prefixes, i.e. North, South, East, and West, and the prefixes "Old" or "New" shall not be used.
3. A proposed street that is obviously in alignment with another already existing and named street shall bear the name of such existing street, unless this requirement is waived.



**0 Riverside Road - Site and
public hearing sign**



Old Riverside Road



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9566

MEETING DATE: December 9, 2024

DEPARTMENT: City Attorney's Report

ITEM TYPE: Closure

Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

Item Summary:

Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

Presented by:

David Davidson, City Attorney