

### COMMITTEES OF COUNCIL

AGENDA Regular Meeting

Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells
City Administrator Randy Knighton

Tuesday, September 9, 2025

5:00 PM

City Hall - Room 220

### **CALL TO ORDER / ROLL CALL**

### **Approval of the Minutes**

1. Approval of the Committee Meeting Minutes - August 12, 2025.

### Regular Agenda

- 2. Consideration of a Sidewalk Café at 43/45 Park Square Court (20251723) Presented by Jeannie Peyton, Planning and Zoning Director
- 3. Consideration of Approval for the 2025 Community Work Program (CWP)/
  Community Improvement Element (CIE) Update

  Presented by Angela Rambeau, Planner III
- 4. Consideration for the Mayor or City Administrator to award a contract with Inliner Solutions, LLC for the Stormwater Lining Package project in an amount not to exceed \$355,471
  - Presented by Brian Watson, Director of Environmental/Public Works
- 5. Consideration for the Mayor or City Administrator to sign an Intergovernmental Agreement (IGA) with Fulton County for Water Service and Sewer Billing *Presented by Brian Watson, Director of Environmental/Public Works*

### <u>Adjournment</u>



### **City of Roswell**

### **Committees of Council**

### **AGENDA ITEM REPORT**

ID # - 10009

MEETING DATE: September 9, 2025

**DEPARTMENT:** Administration

ITEM TYPE: Agenda Vote

Approval of the Committee Meeting Minutes - August 12, 2025.

Updated: 8/29/2025 8:16 AM



### **COMMITTEES OF COUNCIL**

MINUTES
Regular Meeting

Mayor Kurt Wilson
Councilmember Sarah Beeson
Councilmember Christine Hall
Councilmember G. Lee Hills
Councilmember David Johnson
Councilmember William Morthland
Councilmember Allen Sells
City Administrator Randy Knighton

Tuesday, August 12, 2025

5:00 PM

City Hall - Room 220

### **CALL TO ORDER / ROLL CALL**

The meeting was called to order at 5:05 PM by City Administrator Randy Knighton 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, City Administrator Randy Knighton: Present.

### **Approval of the Minutes**

1. Approval of the Committee Meeting Minutes - July 29, 2025.

RESULT: APPROVED [UNANIMOUS]
MOVER: G. Lee Hills, Councilmember
SECONDER: Sarah Beeson, Councilmember

**IN FAVOR:** Beeson, Hall, Hills, Johnson, Morthland, Sells

### Regular Agenda

2. Consideration of the Final Plat for Little Lakes Estates, 20252121

RESULT: APPROVED TO MOVE TO MAYOR AND COUNCIL [UNANIMOUS]

Next: 8/25/2025 7:00 PM

MOVER: David Johnson, Councilmember SECONDER: G. Lee Hills, Councilmember

IN FAVOR: Beeson, Hall, Hills, Johnson, Morthland, Sells

Consideration for the approval and budget authorization from Mayor and Council to apply for the Georgia Council for the Arts Facilities Grant.

RESULT: APPROVED TO MOVE TO MAYOR AND COUNCIL [UNANIMOUS]

Next: 8/25/2025 7:00 PM

**MOVER:** G. Lee Hills, Councilmember **SECONDER:** Sarah Beeson, Councilmember

**IN FAVOR:** Beeson, Hall, Hills, Johnson, Morthland, Sells

### **Adjournment**

There being no further comments or discussion the meeting was adjourned at 5:18 PM



### **City of Roswell**

### **Committees of Council**

### **AGENDA ITEM REPORT**

ID# -9826

MEETING DATE: September 9, 2025

**DEPARTMENT:** Community Development

ITEM TYPE: Agenda Vote

Consideration of a Sidewalk Café at 43/45 Park Square Court (20251723)

### **Action Required:**

Agenda Vote

### **Description:**

This item is a proposed sidewalk cafe located in the right of way adjacent to 43/45 Park Square, the location of Cafe Le Bon. The cafe is located on the north side of Park Square, on the northwest corner of the intersection of Park Square and Atlanta Street. The cafe proposes to have two (2) tables with seating for 4 patrons in the sidewalk area located outside of and adjacent to the business.

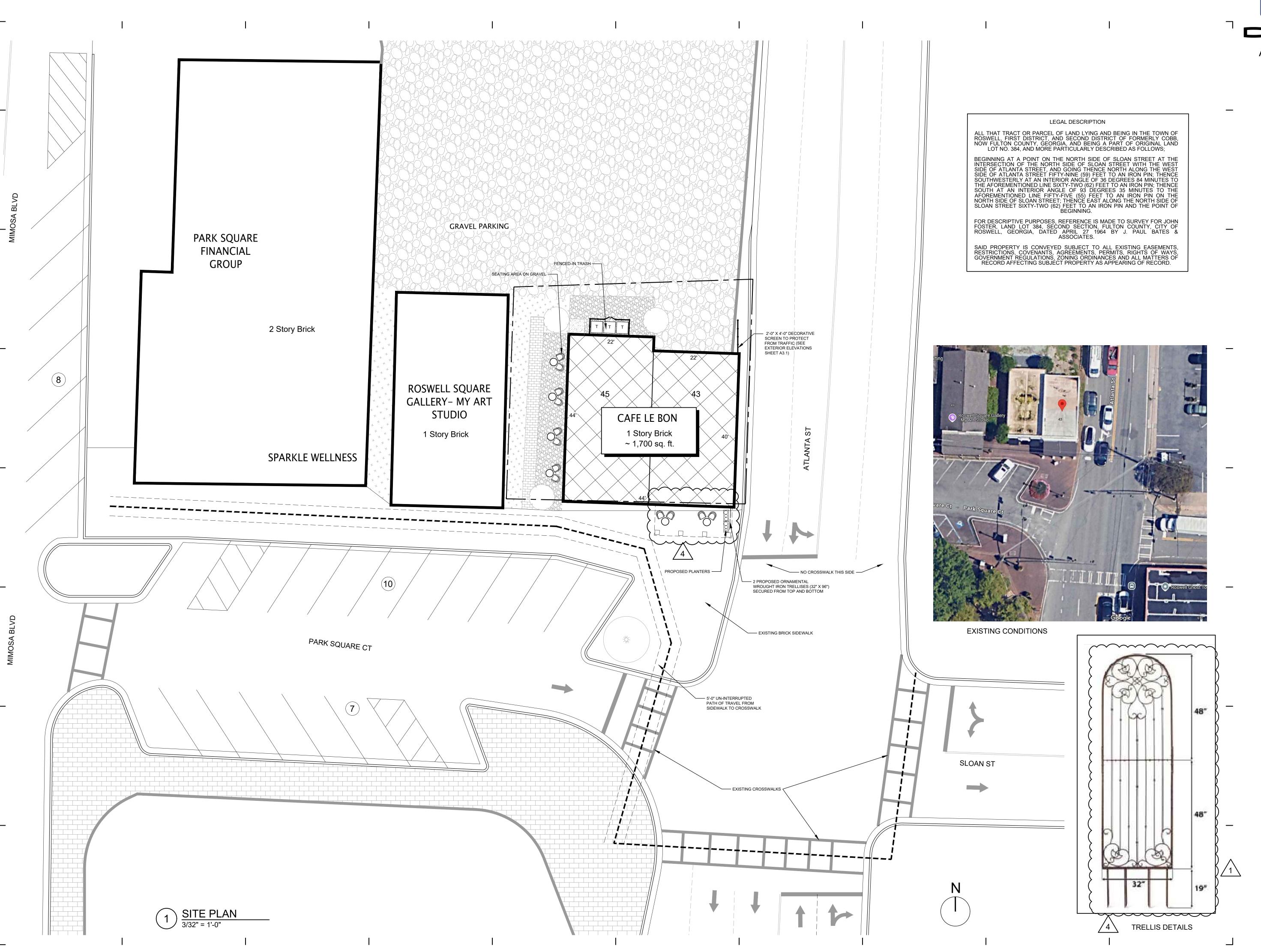
### **Financial Impact:**

N/A

### Comments:

See attached

Updated: 8/28/2025 3:12 PM



RECEIVED

By City of Roswell Planning & Zoning at 4:11 pm, Jul 29, 2025

ARCHITECTS



AFE LE BON PARK SQUARE CT

CAFE LE BUN 43-45 PARK SQUARE ROSWELL, GA 3007 CNNA ARCHITECTS

THIS DRAWING IS FOR THE ABOVE LOCATION ONLY

THIS DRAWING, ITS CONTENTS & ALL PRINTS OF IT ARE PROPERTY OF CNNA, INC. DBA CNNA ARCHITECTS, INC. I PRINTS ARE TO BE RETURNED TO CNNA UPON COMPLETION OF USE FOR WHICH THEY WERE ISSUED REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF CNNA ARCHITECTS IS PROHIBITED | COPYRIGHT® 2013

 Revisions

 ♠ 01/29/2025
 HPC COMMENTS

 ♠ 04/02/2025
 PLAN REVIEW COMMENTS

 ♠ 06/13/2025
 SIDEWALK CAFE CITY COMMENTS

 ♠ ♠
 ♠

 ♠
 ♠

Project No.:

A24515

Project Date:

NOV. 1, 2024

Cadd File No:

Drawn By:

JHO
Checked By:

Scale:

3/32" = 1'-0"

Sheet Title:

SITE PLAN

Sheet No.

SP1.1



**RECEIVED** 

By City of Roswell Planning & Zoning at 11:23 am, Apr 22, 2025

Munis #: 2025172 Parcel ID: 12 -1912-0384-019

### Sidewalk Café License Application

### To All Sidewalk Café License Applicants:

- 1. Please fill out the attached License Application **completely** and return to the Community Development Office, 38 Hill Street, Suite G 30, Roswell, GA 30075. To speak with the License Registration Specialist, contact the Community Development Department at 770-641-3780.
- 2. Provide copies of required documentation at the time the application is filed. Applicant must provide the following:
- a. All site plans (including architectural plans) for sidewalk cafes shall include a sketch showing existing interior floor plans if appropriate;
- b. Exterior floor plans if applicable;
- c. Building elevations;
- √ d. Setbacks;
- e. Types of landscaping/ground covering;
- √ f. Lighting;
- √ g. Location of tables, chairs and other furniture;
- √ h. Pedestrian ingress and egress (clear path)
- √ i. All other information deemed necessary for processing of application;
- ✓ j. Photographs, drawings, or manufacturers' brochures describing the appearance of the proposed tables, chairs, umbrellas or other objects related to the sidewalk café.

Any missing, incomplete or false information or failure to present documentation will result in the refusal of this application.

- 3. A fee of \$300.00 new application, or \$100.00 renewal with changes, or \$50.00 annual renewal for the Sidewalk Café License, must be submitted with the application.
- 4. Before a license can be issued, the applicant must comply with all standards and criteria (Section 9.7.15), liability and insurance requirements and must be approved by Mayor and City Council.



|             | Sidewalk Cafe License Appl   | ication   |
|-------------|--|---|
|             | Cafe le Bon  Name of Business with Sidewalk Cafe (include d/b/a if applicable)   |   |
| S           | 43-45 Park Square Ct Roswell, GA 300 Location (Street and Suite #) City State Zip  | 75  |
| S<br>H      | Description of location for the utilization of a Sidewalk Cafe:  | Al- the second  |
| S           | Proposed sidewalk cafe to be located in front of main entrance and upatio. Coffee and pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be ordered and picked up in principle leads to be a second pastries will be a | ouilding. Sidewalk cafe is for leisurely  |
| BU          | seating & socializing only. No service will be provided. Building perm Ownership  ☑ Proprietorship; ☐ In-town 8 ☐ Partnership; ☐ Out-of-state No. of tables ☐ Corporation  | it for interior is not yet applied for.  undetermined: awaiting building permit submittal Date / approval. Estimated Spring/ Summer 2025  Beginning of sidewalk cafe within City of Roswell |
| R<br>H      | Margo Shaib Owner Name (Company and/or Individual – Please print)  |   |
| N<br>N<br>O | 4816 Ashford Lane Dunwoody GA, 303  Mailing Address (if other than above) City State Zip   | 338   |
| SS          | NOT YET REGISTERED 09 / 24 / 1981  Business Phone Date of Birth  |   |
| N<br>N      |  |   |
| S N         | MargoShaib@hotmail.com  Fax Phone E-mail   | Fed. ID No./Employee Identification No.   |
| T B         | STATEMENT OF CONFIDENTIALITY: Information provided by a business or pract of determining applicability is confidential to the extent it qualifies for exemption Title 50 of the Official Code of Georgia.  | from disclosure under Article 4, Chapter 18,  |
| IDAVI       | APPLICANT AFFIDAVIT: I hereby certify that all information provided he questions completely and truthfully to the best of my knowledge. I here understand the rules and regulations for the Licensing of Sidewalk C statement on this application automatically voids this license.  | eby acknowledge that I have read and  |
| AFF         | Signature of Business Owner or Owner's Representative  |   |
|             | APPLICANT / OWNER'S REPRESENTATIVE Title   |   |



### Business Questionnaire For use in the licensing of Sidewalk Cafes

| CEO, or managing partner.             |                         | ss entity and the nan | ne and t | title of | the p | resident,         |
|---------------------------------------|-------------------------|-----------------------|----------|----------|-------|-------------------|
| Margo Shaib<br>Name                   | Owner Title (President) |                       |          |          |       |                   |
| 4816 Ashford Lane, Dunwoo             |                         |                       |          |          |       |                   |
| Home Address 770-880-5128             | on it occor             |                       |          |          |       |                   |
| Home Phone Number                     |                         |                       |          |          |       |                   |
| 09 / 24 / 1981<br>Date of Birth       |                         |                       |          |          |       |                   |
| Name                                  | Title (Vice Presiden    | t)                    |          |          |       |                   |
| Home Address                          |                         |                       |          |          |       |                   |
| Home Phone Number                     |                         |                       |          |          |       |                   |
|                                       |                         |                       |          |          |       |                   |
| Date of Birth                         |                         |                       |          |          |       |                   |
| Name                                  | Title                   |                       |          |          |       |                   |
| Home Address                          |                         |                       |          |          | :     |                   |
|                                       |                         |                       |          |          |       |                   |
| Home Phone Number                     |                         |                       |          |          |       |                   |
| Date of Birth                         |                         |                       |          |          |       |                   |
| 1.) Proof of insurance                |                         |                       | Yes      | X        | No    | NOT YET APPLIED F |
| Coverage:                             |                         |                       |          |          |       |                   |
| Company:                              |                         |                       |          |          |       |                   |
| Expiration Date:                      |                         |                       |          |          |       |                   |
| 2.) Business registration verificatio | n:                      | ×                     | Yes      |          | No    |                   |
| Registration No: 24036056             |                         |                       |          |          |       |                   |
| 3.) Fulton County Health Department   | certification - copy    |                       | Yes      | X        | No    | NOT YET APPLIED I |
| 4.) Liquor License - copy             |                         |                       | Yes      | X        | No    |                   |
|                                       |                         |                       |          |          |       |                   |
|                                       |                         |                       |          |          |       |                   |



### Sidewalk Café Occupancy Fire Inspection Form

| Cafe le Bon  |                             |  |   |
|--|-----------------------------|--|---|
|  |                             |  | * 13 · 14 · 14 · 14 · 14 · 14 · 14 · 14 · |
| ame of Business  |                             |  |   |
| 3-45 Park Square Ct usiness Street Address Suite/Apt. #  |                             | Roswell, GA 30075  |   |
| usiness Street Address Suite/Apt. #  |                             | City State Zip   |   |
| Margo Shaib  |                             |  |   |
| ame of Business Owner (Company an  | d/or Individual – Please pr | int)   |   |
| OT YET REGISTERED 40   | 04-450-9944                 | 770-880-5128   | MargoShaib@hotmail.co                     |
|  | ergency Phone               | Cell Phone   | E-mail                                    |
| Cafe / Bakery  |                             | 1,700 sf   | <b>Y</b>                                  |
| rpe of Business (Explain)  |                             | Size of area in sq. feet, or   | Dimensions                                |
| azardous or flammable materials store  | ed on site? ☑ No ☐ Yo       | es If yes, please list:  |   |
| n case of emergency after  | hours, please cor           | ıtact:   |   |
| Margo Shaib  |                             |  |   |
|  |                             |  |   |
| First Contact  |                             |  |   |
| 4816 Ashford Lane  |                             | Dunwoody GA, 30338   | 3   |
| 4816 Ashford Lane Home Street Address Suite/Apt. #   | 770 990 5129                | Dunwoody GA, 30338<br>City State Zip                                 | 3   |
| 4816 Ashford Lane  | 770-880-5128<br>Cell Phone  | Dunwoody GA, 30338<br>City State Zip                                 | 3   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  | 770-880-5128<br>Cell Phone  | Dunwoody GA, 30338<br>City State Zip                                 | 3   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone Walid Shaib  | 770-880-5128<br>Cell Phone  | Dunwoody GA, 30338<br>City State Zip                                 | 3   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact  | 770-880-5128<br>Cell Phone  |  |   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. #   | 770-880-5128<br>Cell Phone  | Dunwoody GA, 30338 City State Zip  Dunwoody GA, 30338 City State Zip |   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. # N/A   | Cell Phone 404-450-9944     |  |   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. #   | Cell Phone                  |  |   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. # N/A   | Cell Phone 404-450-9944     |  |   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Margo Shaib Name of Building / Property Owner                   | 404-450-9944 Cell Phone     | Dunwoody GA, 30338<br>City State Zip                                 | 3   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Margo Shaib Name of Building / Property Owned 4816 Ashford Lane | 404-450-9944 Cell Phone     | Dunwoody GA, 30338 City State Zip  Dunwoody GA, 3033                 | 3   |
| 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Walid Shaib Second Contact 4816 Ashford Lane Home Street Address Suite/Apt. # N/A Home Phone  Margo Shaib Name of Building / Property Owner                   | 404-450-9944 Cell Phone     | Dunwoody GA, 30338<br>City State Zip                                 | 8   |



### Sidewalk Café License Fee Schedule

| _X/ | Application for Sid | ewalk Café License R   | egistration | r fee |   |           |  |
|-----|---------------------|------------------------|-------------|-------|---|-----------|--|
|     |                     |                        |             |       |   | \$ 300.00 |  |
| (   | Changes or additio  | ns to original license |             |       |   | \$ 100.00 |  |
|     | Annual renewal v    | vith no changes        |             |       |   | \$ 50.00  |  |
|     |                     |                        |             |       | , |           |  |
|     |                     |                        |             |       |   |           |  |
|     |                     |                        |             |       |   |           |  |
| (   | Change of Name      | and Address            |             |       |   | No Fee    |  |
|     |                     |                        |             |       |   |           |  |

Fees are payable to the City of Roswell.

### **Contact Us**

For general questions regarding the application process, or to schedule an application review for a sidewalk café license contact between the hours of 8:00 a.m. to 5:00 p.m.:

City of Roswell
Community Development Department
38 Hill Street, Suite G – 30

Roswell, GA 30075 Phone: 770-641-3780 Web Site: <a href="https://www.roswellgov.com">www.roswellgov.com</a>



### Petition Number SC 20251723

### **Hearing & Meeting Dates**

Mayor & Council – 9/22/2025 Committee – 9/9/2025

### **Applicant/Owner**

Margo Shaib 4816 Ashford Lane, Dunwoody, GA 30338

### Representative

Joelle Osta

### **Property Information**

43/45 Park Square Court Land Lot 384, 12<sup>nd</sup> District Zoning – DS (Downtown Shopfront) 2040 Comprehensive Plan Character Area – Historic Area/Downtown

### Request

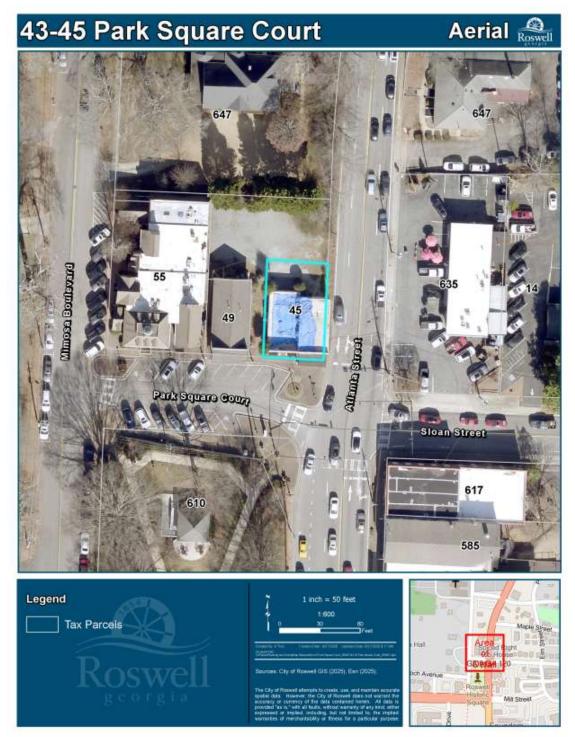
The applicants are requesting a sidewalk café license for 43/45 Park Square Court. The applicants are opening a bakery and restaurant at the location called "Café le Bon."

### **Staff Recommendations**

Staff is recommending **approval with conditions** for the request of a sidewalk café license. If Mayor and Council choose to approve the above request, Staff recommends the following conditions:

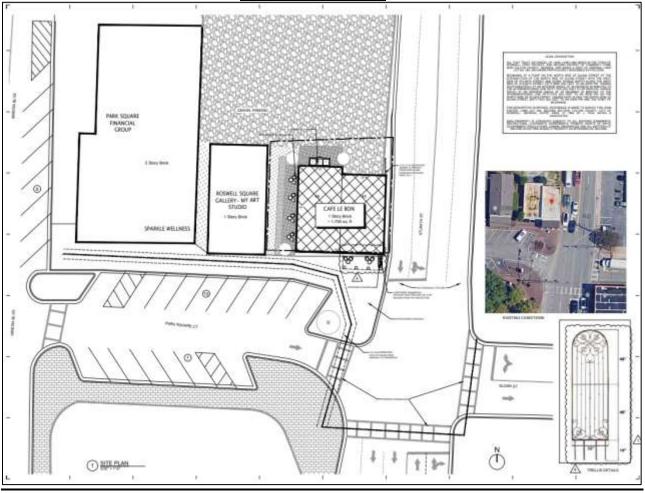
- 1. The sidewalk café shall be developed in accordance with the site plan received by the City on July 29, 2025;
- 2. That the barriers and furniture must be approved by Staff through an HPC administrative application before installation; and,
- 3. That all application fees for the sidewalk café application be paid in full prior to approval of any HPC administrative application.



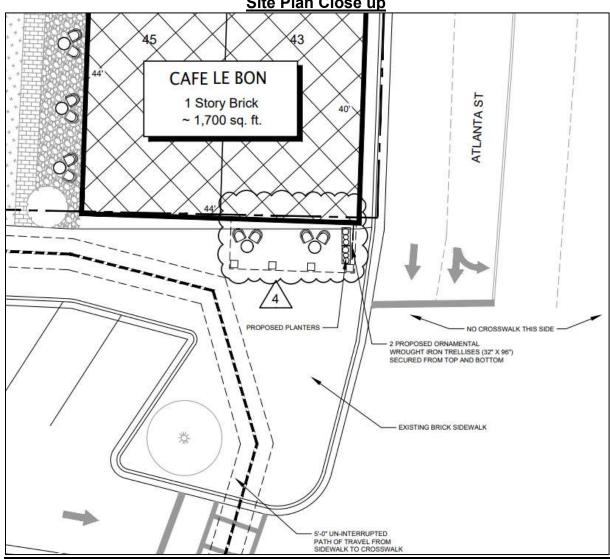




### **Proposed Site Plan**









### **Background**

The property is zoned DS (Downtown Shopfront) and contains a two abutting single-story shopfronts, which are approximately 1,700 square feet, that are being renovated to have a single connected interior. The property is approximately 0.08 acres and has two frontages, Atlanta Street and Park Square Court.

### Site Plan Analysis

Applicants proposed sidewalk café includes two (2) tables, each with two (2) chairs, placed under an existing awning. Between the tables and Atlanta Street is a planter and wrought iron trellises, which will limit traffic noise for patrons and better prevent negative traffic-pedestrian interactions along Atlanta Street.

These plans have decreased from the original submitted proposal, which included eight (8) tables and twenty-four (24) chairs, and an extended trellis separating the sidewalk café from Atlanta Street. Staff requested applicants reduce the number of tables and chairs based on feedback from the Roswell Department of Transportation (RDOT). RDOT was concerned for the general safety of patrons, who might be sitting too close to Atlanta Street. RDOT has approved these revised plans from a traffic and pedestrian safety perspective.

### **Furniture Analysis**

The furniture being placed on the sidewalk café must go back through an HPC administrative application after approval for the sidewalk café is granted. The applicants have already received approval for furniture to be placed on the interior side of the building, outside of the public right-of-way. These tables and chairs are Parisian style bistro chairs and tables.



### **Zoning Map**





### Requirements of sidewalk cafés

### UDC 9.7.15.B.1 - Outdoor dining areas in the Historic Area must be approved by HPC

As the code does not specify, the Staff's current procedure is to process such applications as HPC administrative applications. Transportation requires that the sidewalk café license be received first prior to this application. The applicants have already received approval for outdoor dining furniture out of the public right-of-way (HPC 20250023) and have stated a willingness to apply for an additional HPC administrative application to approve the furniture.

UDC 9.7.15.B.2.b – A sidewalk café must abut the primary structure where the restaurant is located in, and that at least 5 feet of pedestrian clearance is given for the sidewalk.

The plan includes two chairs directly abutting the restaurant's front façade and leaves far more than 5 feet of pedestrian clearance between the front of the sidewalk café and the curb of Park Square Court.

UDC 9.7.15.B.2.c – Food preparation and kitchen equipment take place entirely inside the building.

Plans provided by applicants only include tables, chairs, planters, and a trellis. No kitchen equipment is proposed within the plans.

UDC 9.7.15.B.2.d – Private trash cans not be in the public right-of-way and that only public trash cans may be setup within the sidewalk café.

No trash cans are proposed within the plans.

UDC 9.7.15.B.2.e – No extension cords may be placed across the sidewalk and no television may be placed within the sidewalk café.

No portion of the sidewalk café includes electrically powered equipment or televisions.

UDC 9.7.15.B.2.f – Businesses are not permitted to store or dispense alcoholic beverages within the public right-of-way.

This does not restrict the serving of alcohol, but such beverages must be dispensed from inside the building. No storage or dispenser that can be used for storage or dispensing of alcohol is being proposed for the sidewalk café.



### **Staff Comments**

Stormwater:

Reviewer: Krista Thomas

Approved

Landscape/Arborist:

N/A

**Transportation:** 

Reviewer: Serge Osse - 770-594-6428(direct) 6420(Main) sosse@roswellgov.com

RDOT recommends approval. (The revised plans address the previous comments).

### **Building:**

N/A

### **Engineering:**

N/A

### GIS:

N/A

### **Planning & Zoning:**

Reviewer: Shea Dixon, Planner II, 770-594-6437, sdixon@roswellgov.com,

DS - Downtown Shopfront zoning - Restaurant is an allowed use in DS

This application, as submitted, is approved. No deficiency letter is required for this sidewalk cafe license application.

No concerns found upon third review of this application.



### City of Roswell

### **Committees of Council**

### **AGENDA ITEM REPORT**

ID # - 10038

MEETING DATE: September 9, 2025

**DEPARTMENT:** Community Development

ITEM TYPE: Agenda Vote

Consideration of Approval for the 2025 Community Work Program (CWP)/ Community Improvement Element (CIE) Update

### **Action Required:**

Agenda vote

### **Description:**

The CIE is a list of projects from public safety (police and fire), Recreation and Parks and Transportation. The CWP is a program list of projects and activities completed by staff based on the goals of the Comprehensive Plan. These projects are eligible to use impact fees to help pay for part of the costs. Cities that collect impact fees are required each year to submit the CIE and CWP to the ARC (Atlanta Regional Commission) and DCA (Department of Community Affairs) in order to continue to maintain our QLG (Qualified Local Government) status. This update has been reviewed by the ARC and the DCA and found to be in compliance with the minimum standards.

### **Financial Impact:**

N/A

### **Comments:**

See attached

Updated: 8/28/2025 3:10 PM



### **Executive Agenda Briefing**

Project Title: 2025 Community Work Program (CWP)/ Community Improvement Element (CIE) Update

SVP Owner: Jeff Leatherman

**Department:** Community Development

**Department Contact:** Michelle Alexander

MinuteTraq ID Number (if avail.): TBD

### **Project Highlights:**

- The CIE and CWP are both required components that are included in the Comp plan.
- The **CIE** is a list of projects from public safety (police and fire), Recreation and Parks and Transportation. These projects are eligible to use impact fees to help pay for the capital project.
- An impact fee is a fee that is charged as part of a new development and is paid by developers/builders at the time of the building permit. The impact fee is the proportionate share of the cost of system improvements needed to serve the new growth.
- Ex. a new subdivision is built/developed new infrastructure may need to be added, new roads, a new fire station, recreational facilities, etc.
- The **CWP** is a program list of planned projects and activities completed by staff. These projects and activities that implement the goals set forth in the comprehensive plan.
- Cities that collect impact fees are required each year to submit the CIE and CWP to the ARC (Atlanta Regional Commission) and DCA (Georgia Department of Community Affairs) in order to continue to maintain our QLG (Qualified Local Government) status.
- Projects can stay on the list for years. The planned projects do not happen unless the Mayor and Council choose to approve the project and move it forward.
- New for the 2025 Update Because the City has changed its fiscal year (FY), we have provided a Financial report for FY 7/1/23 through 6/30/2024, plus an addendum for 7/1/24 through 12/31/2024.

### **Key Dates/Timeline:**

- June 23, 2025, MCC approval of transmittal to ARC
- July 23, 2025, Transmittal to ARC
- August 26, 2025, Received ARC approval, No comments

### **Financial Impacts:**

| Review Phase     | Date of Review | Proposed Dates for<br>Remaining Phases |
|------------------|----------------|--|
| OLT Review       |                |  |
| Mayoral Review   |                |  |
| Committee Review |                |  |
| Council Review   |                |  |



- No additional costs to the City other than staff time.
- These updates will be utilized for the Impact Fee Update which is currently underway.

### **Communications Considerations:**

### • Internal:

- Updates received from the Transportation, Environmental/Public Works, Recreation and Parks, Fire, and Police Departments
- o The Finance Department reviewed the updates prior to MCC approval of the transmittal.

### External:

 Transmittal documents sent to the Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) for approval.

### **Approval Next Steps:**

- Placement on the Committee Agenda for September 9, 2025
- Placement on the MCC Agenda for September 22, 2025

### Impacts of Rejection:

- The City cannot impose Impact fees without the updates to the CIE and CWP.
- The potential loss of our QLG (Qualified Local Government) status.

| Review Phase     | Date of Review | Proposed Dates for<br>Remaining Phases |
|------------------|----------------|--|
| OLT Review       |                |  |
| Mayoral Review   |                |  |
| Committee Review |                |  |
| Council Review   |                |  |

STATE OF GEORGIA

Resolution No.

COUNTY OF FULTON

September 22, 2025

### RESOLUTION FOR ADOPTION OF THE ANNUAL UPDATE TO THE COMMUNITY WORK PROGRAM AND CAPITAL IMPROVEMENT ELEMENT COVERING THE FIVE YEAR PERIOD FROM 2025-2030

WHEREAS, to retain its "Qualified Local Government Status" pursuant to the Georgia Planning Act of 1989, the City of Roswell must remain in compliance with the requirements of the State of Georgia's Minimum Planning Standards and Procedures for Local Comprehensive Planning; and

WHEREAS, the state's Minimum Planning Standards and Procedures require that the city update the Short Term Work Program and Capital Improvement Element to remain eligible to charge development impact fees: and

**WHEREAS,** the Mayor and Council has considered this matter at a public hearing on July 14, 2025 for transmittal; and

WHEREAS, appropriate notice has been provided and public hearings have been held that meet and exceed the minimum procedural requirements for preparing and amending comprehensive plans; and

WHEREAS, the Annual Update to the Community Work Program and Capital Improvement Element have been reviewed by the Atlanta Regional Commission and the Department of Community Affairs and found to be in compliance with the minimum standards; and

**WHEREAS**, a Public Hearing was held by the Mayor and City Council on September 22, 2025 in the City Council Chambers, 38 Hill Street, Roswell, Georgia;

**BE IT THEREFORE RESOLVED** by the Mayor and City Council of the City of Roswell that the Annual Update to the Community Work Program and Capital Improvement Element covering the five-year period from 2025-2026 to 2029-2030 is hereby adopted.

**BE IT FURTHER RESOLVED** that a copy of this resolution shall be submitted to the Atlanta Regional Commission.

The above resolution was read and approved by the Mayor and Council of the City of Roswell on September 22, 2025.

| Attest:                          | Kurt M. Wilson, Mayor |
|----------------------------------|-----------------------|
| Nancy Long, City Clerk<br>(Seal) |                       |



### FW: City of Roswell CIE Update: Approved

From Donald Shockey < DShockey@atlantaregional.org >

Date Tue 8/26/2025 10:46 AM

То Angela Rambeau <arambeau@roswellgov.com>

Cc Andrew Smith < ASmith@atlantaregional.org >

**EXTERNAL EMAIL** 

Hi Angela,

Per the below, the DCA has approved the City's 2025 CIE Update. The regional review period has ended and no comments were received. The City can now proceed with adopting the Update. Once that is done, please provide the adopted version and resolution and we'll follow up with the DCA on the QLG renewal.

Best,

Donald Shockey AICP-CUD, LEED GA, CNU-A Senior Planner Community Development



(O) 470.378.1531 DShockey@atlantaregional.org









Atlanta Regional Commission | 229 Peachtree Street, NE | Suite 100 Atlanta, Georgia 30303

CONFIDENTIALITY NOTICE: This message and all attachments, sent from DShockey@atlantaregional.org to arambeau@roswellgov.com on Tue Aug 26 10:46:14 EDT 2025, are covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and may contain legally privileged, confidential, or otherwise protected by law information intended solely for the addressee. If you are not the intended recipient arambeau@roswellgov.com you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. Any views or opinions presented in this email are solely those of the author. If you received this message in error, please notify the sender and delete the message immediately.



From: Juli M. Yoder < juli.yoder@gadca.onmicrosoft.com>

**Sent:** Tuesday, August 26, 2025 9:45 AM

To: Andrew Smith < ASmith@atlantaregional.org>

**Cc:** Planning <planning@dca.ga.gov>; Donald Shockey <DShockey@atlantaregional.org>

Subject: City of Roswell CIE Update: Approved

### Andrew:

Our staff has reviewed the Annual Capital Improvement Element (CIE) Update for the City of Roswell and finds that it adequately addresses applicable requirements. The next step is for the local government to adopt the CIE Update. As soon as your office provides written notice that the CIE Update has been adopted and provides DCA with a digital copy of the final adopted version of this document, we will notify the local government that its Qualified Local Government status has been extended. If you have any questions, please contact us at 404-679-5279.

Thanks,

GEO of C

GEORGIA DEPARTMENT of COMMUNITY AFFAIRS

Learn more about our commitment to fair housing.











Juli M. Yoder, AICP
Principal Planner |
Community & Regional Planning

Direct: 404-327-6860 dca.georgia.gov

All links scanned by ZixProtect Link Protection. You will be redirected to the ZixProtect Link Center upon clicking any link.

### Capital Improvement Element, FY2026 to FY2030 All Service Areas are City Wide (Impact Fee Eligible Projects)

## \*Fiscal year has been shifted from mid-year to calendar year

| Grimes Bridge Road<br>Improvement<br>Dogwood Road MU Path<br>Riverside to Grimes Bridge<br>Hardscrabble Phase 2* | Grimes Bric<br>Improve<br>Dogwood Road<br>Riverside to Gri | Grimes Bric                     |                               | SR 400 / SR 140 Holcomb<br>Bridge Road Interchange<br>Area improvements | SR 9/120 at Oxbo Road /<br>Elm Street / Pleasant Hill<br>TSPLOST | Riverside Road Complete<br>Street | SR 9 at Magnolia/Canton              | SR-9 Underpass from City Hall to Canton Street area and Heart of Roswell Park | Big Creek Parkway<br>TSPLOST                              | Historic Gateway (SR 9 from River to SR 120) * TSPLOST  | Project Description                     |
|--|--|---------------------------------|-------------------------------|---|--|-----------------------------------|--------------------------------------|---|---|---|---|
|  | Phase 2*<br>e Path   | MU Path<br>mes Bridge           | ige Road<br>iment             | 40 Holcomb<br>Interchange<br>vements                                    | )xbo Road /<br>¹leasant Hill<br>)ST                              | ld Complete<br>et                 | olia/Canton                          | ss from City<br>Street area<br>oswell Park                                    | Parkway<br>)ST  | ay (SR 9 from<br>)) *                                   | scription                               |
| Sidewalk   | MUP  | Sidewalk<br>projects            | Corridor<br>Improvements      | Interchange,<br>bridge, turn<br>lane, sidewalk,<br>MU path              | Retaining<br>Wall(s)   | Complete<br>Street                | Reconstruct<br>5 way<br>Intersection | Construct<br>underpass  | 2 lane Bridge<br>w/ SW & MUP                              | Add lane, SW ,MUP and two Roundabout                    | Detail<br>Description                   |
| 7/16   | 7/17   | 7/20                            | 7/21                          | 7/20  | 7/17   | 7/16                              | 7/16                                 | 7/18  | 7/16  | 7/16  | Project Start<br>Date                   |
| 6/26   | 6/25   | 6/27                            | 6/30                          | 6/30  | 6/26   | 6/28                              | 6/29                                 | 6/27  | 6/28  | 12/30   | Project<br>Completed<br>Date            |
| \$7,000,000  | \$2,000,000  | \$2,500,000                     | \$5,500,000                   | \$15,000,000  | \$3,000,000  | \$8,564,650                       | \$2,500,000                          | \$7,000,000   | \$79,448,300  | 71,380,774  | Estimated<br>Project Cost               |
| 50%  | 20%  | 20%                             | 20%                           | 20%   | 50%  | 50%                               | 50%                                  | 20%   | 20%   | 20%   | Portion<br>Chargeable to<br>Impact Fees |
| GF, IF (Trans),<br>Federal Funds, GO   | GF, IF(Trans),   | GF, IF(Trans),<br>TSPLOST 2     | GF, IF(Trans),<br>TSPLOST (2) | GF, IF(Trans),<br>TSPLOST (1)   | GF, IF (Trans), GO,<br>TAD, TSPLOST (1)                          | GF, IF(Trans),<br>TSPLOST (2)     | GF, IF (Trans), GO,<br>TAD           | GF  | GF, IF(Trans), Federal Funds, GO, TAD, TSPLOST (1), Other | GF, IF(Trans),<br>Federal Funds GO,<br>TAD, TSPLOST (1) | Sources of Funds (& Share)              |
| Department of Transportation   | Department of<br>Transportation                            | Department of<br>Transportation | Department of Transportation  | Department of<br>Transportation   | Department of Transportation                                     | Department of<br>Transportation   | Department of<br>Transportation      | Department of<br>Transportation   | Department of<br>Transportation                           | Department of<br>Transportation                         | Responsible Party                       |

| GF           | GDF                           | 0         | CDBG                               | BR              | Legend to                               |
|--------------|-------------------------------|-----------|------------------------------------|-----------------|---|
| General Fund | Governor's Discretionary Fund | Donations | Community Development Block Grants | Bond Referendum | Legend to Funding Source Abbreviations: |

L&WCF LDF LIA ଳ ଜ General Obligation Bond Impact Fees (Trans, R&P, PW, PS) Local Development Fund Land and Water Conservation Funds

Line Item Appropriation

P/P RAF TAD TR TSPLOST

Federal/GDOT Transportation Funding Trans. Special Option Local Sales Tax User Fee Recreation Assistance Program Fund Public/Private Partnership Tax Allocation District

### Notes

\* These projects are currently on the constrained list of eligible projects allowed to use Impact Fees Funds

Page 1 of 6

### Capital Improvement Element, FY2026 to FY2030 All Service Areas are City Wide (Impact Fee Eligible Projects)

| <del>-</del>                       |  |   |   |                                 |  |  |                                 |  |   |   |                                 |                                 |                                       |                          |
|------------------------------------|--|---|---|---------------------------------|--|--|---------------------------------|--|---|---|---------------------------------|---------------------------------|---------------------------------------|--------------------------|
| d to Funding Source Abbreviations. | Oxbo Road Corridor<br>Improvements     | Norcross Street Bridge<br>Replacement         | Jones Road Complete<br>Street             | Plumtree Street<br>Improvements | Green Street and Cherry Way Improvements | Houze Road (SR 140) at<br>Mansell Road | SR 9/120 at Oak Street          | Oak Street Streetscape,<br>Phase 2           | Holcomb Bridge Road Multi-<br>Use Trail from Old Alabama<br>Road to Gwinnett County | Sun Valley Road – Old Ellis<br>Road Connector * (Phase 2) | Acquire Right-Of-Way            | Traffic Signal Upgrade          | Traffic Calming and pedestrian safety |                          |
| tione.                             | Minor widening, or bike lanes, add MUP | New Bridge<br>w/SW                            | Reconstruct Road w/ SW & MUP Intersection | Widen reconstruct               | Widen reconstruct                        | Intersection                           | Intersection                    | MUP w/ Street<br>Trees                       | MUP   | 2 lane Road w/<br>MUP                                     | Acquire ROW                     | Signal<br>Improvement           | Corridor Improvements                 |                          |
|                                    | 7/23                                   | 7/23  | 7/18                                      | 7/20                            | 7/23                                     | 7/25                                   | 7/25                            | 7/25   | 7/25  | 6/16  | 7/19                            | 7/17                            | 7/22                                  |                          |
|                                    | 6/27                                   | 6/28  | 6/27                                      | 6/26                            | 6/27                                     | 6/27                                   | 6/27                            | 6/27   | 6/28  | 6/27  | 6/26                            | 6/26                            | 6/26                                  |                          |
|                                    | 6,000,000                              | \$4,200,000                                   | \$4,400,000                               | \$1,000,00                      | \$6,500,000                              | \$1,200,000                            | \$270,000                       | \$2,250,000                                  | \$7,400,000   | \$16,700,000  | \$3,000,000                     | \$4,000,000                     | \$2,000,000                           |                          |
|                                    | 50%                                    | 20%   | 50%                                       | 75%                             | 80%                                      | 20%                                    | 50%                             | 50%  | 20%   | 20%   | 20%                             | 20%                             | 80%                                   |                          |
|                                    | GF, IF(Trans),<br>Federal Funds TAD    | GF, IF(Trans), Federal Funds, TSPLOST (2), GO | GF, IF(Trans),<br>Federal Funds, GO       | GF, IF (Trans),,<br>TAD         | GF, IF (Trans),,<br>TAD                  | GF, IF (Trans),,<br>Federal Funds GO   | GF, IF (Trans),,<br>GO, TAD     | GF, IF (Trans),,<br>Federal Funds GO,<br>TAD | GF, IF (Trans),,<br>Federal Funds GO,<br>TSPLOST (2),                               | GF, IF (Trans),,<br>Other, GO, TAD,<br>TSPLOST (2),       | GF, IF (Trans), GO              | GF, IF (Trans),, GO             | GF, IF (Trans),,<br>TSPLOST (2),      | TSPLOST,<br>TSPLOST (2), |
|                                    | Department of Transportation           | Department of Transportation                  | Department of<br>Transportation           | Department of<br>Transportation | Department of<br>Transportation          | Department of<br>Transportation        | Department of<br>Transportation | Department of Transportation                 | Department of<br>Transportation   | Department of Transportation                              | Department of<br>Transportation | Department of<br>Transportation | Department of<br>Transportation       |                          |

Legend to Funding Source Abbreviations:

BR Bond Referendum

CDBG Community Development Block Gr.

D Donations

GDF Governor's Discretionary Fund

GF General Fund Community Development Block Grants

L&WCF LDF LIA General Obligation Bond Impact Fees (Trans, R&P, PW, PS) Land and Water Conservation Funds Local Development Fund

Line Item Appropriation

ଳ ତ

TAR ₽ TR TSPLOST UF

Federal/GDOT Transportation Funding Trans. Special Option Local Sales Tax User Fee Public/Private Partnership
Recreation Assistance Program Fund Tax Allocation District

### **Notes**

\* These projects are currently on the constrained list of eligible projects allowed to use Impact Fees Funds

Page 2 of 6

## Capital Improvement Element, FY2026 to FY2030 (Impact Fee Eligible Projects) All Service Areas are City Wide

| Department of Transportation    | GF, IF (Trans), GO,<br>TAD                        | 50% | \$1,000,000  | 6/28 | 7/25 | Intersection improvements Multi-use trail or sidewalk improvements | Houze Road at SR9 intersection                      |
|---------------------------------|---|-----|--------------|------|------|--|---|
| Department of<br>Transportation | GF, IF (Trans), GO,<br>TAD                        | 50% | \$1,000,000  | 6/28 | 7/25 | Intersection improvements, Multi-use path or sidewalk improvements | Commerce Parkway corridor and bike/ped improvements |
| Department of<br>Transportation | GF, IF (Trans),,<br>GO, TAD                       | 50% | \$4,075,000  | 6/28 | 7/24 | Intersection   | Hardscrabble Rd at King Rd                          |
| Department of<br>Transportation | GF, IF (Trans),,<br>GO, TAD                       | 50% | \$4,545,000  | 6/28 | 7/24 | Intersection   | Hembree Rd at Crabapple<br>Road                     |
| Department of<br>Transportation | GF, IF(Trans), TR,<br>Federal Funds,<br>Other, GO | 20% | \$3,500,000  | 6/28 | 7/23 | Replace / 2<br>Lane Bridge   | Charles Place Bridge<br>Replacement                 |
| Department of<br>Transportation | GF, IF(Trans), TR,<br>Federal Funds,<br>Other, GO | 20% | \$5,450,000  | 6/29 | 7/23 | Replace / 2<br>Lane Bridge   | Old Holcomb Bridge -<br>Bridge Replacement          |
| Department of<br>Transportation | GF, IF(Trans), TR,<br>Federal Funds,<br>Other, GO | 20% | \$4,300,000  | 6/28 | 7/23 | Replace / 2<br>Lane Bridge   | Jones Road Bridge<br>Replacement                    |
| Department of<br>Transportation | GF, IF(Trans), TR,<br>Federal Funds,<br>Other, GO | 20% | \$4,050,000  | 6/28 | 7/23 | Replace / 2<br>Lane Bridge   | Oxbo Bridge Replacement                             |
| Department of<br>Transportation | IF(Trans), GF,<br>Other                           | 20% | \$15,000,000 | 6/29 | 7/25 | 2 Lane Rd SW<br>or MUP   | Mansell Connector (Big<br>Creek 3)                  |
| Department of<br>Transportation | GF, IF(Trans),<br>Federal Funds,<br>GO, TAD       | 20% | \$20,000,000 | 6/30 | 7/26 | New Bridge<br>over HBR   | Dogwood Overpass at<br>Holcomb Bridge               |
| Department of<br>Transportation | GF, IF(Trans),<br>TSPLOST (2),<br>Other           | 20% | \$20,800,000 | 6/28 | 7/20 | Corridor<br>Improvements,<br>Intersection<br>Imp                   | Pine Grove Corridor<br>Improvements                 |
| Department of<br>Transportation | GF, IF(Trans), TAD                                | 20% | \$8,600,000  | 6/29 | 7/25 | New 2 lane<br>Road w/SW, or<br>Bike Lanes                          | Mansell Road Extension                              |

## Legend to Funding Source Abbreviations: BR Bond Referendum

| ଦ୍ମ          | GDF                           | O         | CDBG                               | BR              |
|--------------|-------------------------------|-----------|------------------------------------|-----------------|
| General Fund | Governor's Discretionary Fund | Donations | Community Development Block Grants | Bond Referendum |
| LIA          | 두                             | L&WCF     | ╗                                  | GO              |

General Obligation Bond
Impact Fees (Trans, R&P, PW, PS)
Land and Water Conservation Funds
Local Development Fund
Line Item Appropriation

P/P P RAF R TAD T. TR F. TSPLOST T

Public/Private Partnership
Recreation Assistance Program Fund
Tax Allocation District
Federal/GDOT Transportation Funding
Trans. Special Option Local Sales Tax
User Fee

### Notes

<sup>\*</sup> These projects are currently on the constrained list of eligible projects allowed to use Impact Fees Funds.

### Capital Improvement Element, FY2026 to FY2030 All Service Areas are City Wide (Impact Fee Eligible Projects)

## Legend to Funding Source Abbreviations:

|          |                          | GDF                           |                                   |                                    | BR                        |
|----------|--------------------------|-------------------------------|-----------------------------------|------------------------------------|---------------------------|
|          | General Fund             | Governor's Discretionary Fund | Donations                         | Community Development Block Grants | Bond Referendum           |
|          | LIA                      | Ę                             | L&WCF                             | ╗                                  | 60                        |
|          | Line Item Appropriation  | Local Development Fund        | Land and Water Conservation Funds | Impact Fees (Trans, R&P, PW, PS)   | General Obligation Bond   |
| 두        | TSPLOST                  | Ħ                             | TAD                               | RAF                                | P/P                       |
| User Fee | Trans. Special Option Lo | Federal/GDOT Transport        | Tax Allocation District           | Recreation Assistance Pr           | Public/Private Partnershi |

### ortation Funding Local Sales Tax ship Program Fund

<sup>\*</sup> These projects are currently on the constrained list of eligible projects allowed to use Impact Fees Funds.

### Capital Improvement Element, FY2026 to FY2030 All Service Areas are City Wide (Impact Fee Eligible Projects)

Packet Pg. 31

| Police Department         | GF,IF      | 20% | \$175,000    | 2030  | 2025  | Development  | General Vehicle                             |
|---------------------------|------------|-----|--------------|-------|-------|--------------|---|
| Police Department         | GF,IF      | 40% | \$30,000     | 2030  | 2025  | Development  | Utility Vehicle                             |
| Fire Department           | GF,IF      | 20% | \$3,283,297  | 3033  | 2030  | Development  | Heavy Rescue                                |
| Fire Department           | GF,IF      | 20% | \$2,924,646  | 2031  | 2028  | Development  | Fire Ladder Truck 24                        |
| Fire Department           | GF,IF      | 35% | \$1,264,390  | 2030  | 2027  | Development  | Fire Engine 24                              |
| Fire Department           | GF,IF      | 50% | \$125,465    | 2030  | 2027  | Development  | Fire Rescue Boat                            |
| Fire Department           | GF,IF      | 50% | \$450,000    | 2027  | 2026  | Development  | Air Trailers for SCBA x3                    |
| Fire Department           | GF,IF      | 35% | \$1,215,760  | 2029  | 2026  | Development  | Fire Engine 27                              |
| Fire Department           | GF,IF      | 35% | \$1,215,760  | 2029  | 2026  | Development  | Fire Engine 23                              |
| Police Department         | IF, GO     | 20% | \$5,200,000  | 5/26  | 3/24  | Development  | New 911 call center                         |
| Fire Department           | IF, GO     | 50% | \$22,936,725 | 6/28  | 10/24 | Construction | New Public Safety Facility/<br>Headquarters |
| Fire Department           | IF, GO     | 50% | \$5,365,125  | 10/28 | 10/24 | Development  | New Station 28                              |
| Fire Department           | IF, GO     | 50% | \$5,365,125  | 5/28  | 10/24 | Construction | Replacement for Station 27                  |
| Fire Department           | IF,GF,-GO  | 50% | \$4,532,109  | 6/26  | 10/24 | Construction | Replacement for Station 23                  |
| Fire Department           | IF(PS),GO  | 50% | \$6,919,416  | 6/26  | 10/24 | Construction | Replacement for Station 22                  |
| Department of Rec & Parks | IF, GO, GF | 70% | \$750,000    | 12/28 | 12/25 | Construction | Old Mill Machine Shop                       |
| Department of Rec & Parks | IF, GO,    | 50% | \$6,000,000  | 8/29  | 8/25  | Construction | Aquatic Facilities                          |

Notes Legend to Funding Source Abbreviations:
BR Bond Referendum
CDBG Community Development Block Gr.
D Donations
GDF Governor's Discretionary Fund
GF General Fund Bond Referendum Community Development Block Grants L&WCF ଳ ତ General Obligation Bond Impact Fees (Trans, R&P, PW, PS) Line Item Appropriation Local Development Fund Land and Water Conservation Funds TSPLOST UF 코돌쪾꽃 Trans. Special Option Local Sales Tax Recreation Assistance Program Fund Public/Private Partnership User Fee Federal/GDOT Transportation Funding Tax Allocation District

\* These projects are currently on the constrained list of eligible projects allowed to use Impact Fees Funds.

### Capital Improvement Element, FY2026 to FY2030 All Service Areas are City Wide (Impact Fee Eligible Projects)

| Police Department | GF,IF | 40% | \$69,000    | 2030 | 2028 | Development | General Vehicle |
|-------------------|-------|-----|-------------|------|------|-------------|-----------------|
| Police Department | GF,IF | 30% | \$85,000    | 2030 | 2027 | Development | General Vehicle |
| Police Department | GF,IF | 30% | \$90,000    | 2030 | 2027 | Development | General Vehicle |
| Police Department | GF,IF | 40% | \$69,000    | 2030 | 2026 | Development | General Vehicle |
| Police Department | GF,IF | 30% | \$90,000    | 2030 | 2026 | Development | General Vehicle |
| Police Department | GF,IF | 20% | \$1,000,000 | 2030 | 2025 | Development | Heavy Vehicle   |
| Police Department | GF,IF | 30% | \$55,000    | 2030 | 2025 | Development | General Vehicle |
| Police Department | GF,IF | 40% | \$48,000    | 2030 | 2025 | Development | General Vehicle |

## Legend to Funding Source Abbreviations: BR Bond Referendum

Notes CDBG D GDF GF Governor's Discretionary Fund General Fund Community Development Block Grants Donations L&WCF ଳ ତ Impact Fees (Trans, R&P, PW, PS)
Land and Water Conservation Funds
Local Development Fund General Obligation Bond Line Item Appropriation TSPLOST UF TAR P

Public/Private Partnership Federal/GDOT Transportation Funding Recreation Assistance Program Fund Trans. Special Option Local Sales Tax Tax Allocation District

Page 6 of 6

### COMMUNITY WORK PROGRAM FY2026 to FY 2030

|         |  |          |          |          |          | • •      |                        |                        |                           |   |
|---------|--|----------|----------|----------|----------|----------|------------------------|------------------------|---------------------------|---|
| Item    | Description  | 2026     | 2027     | 2028     | 2029     | 2030     | Total Cost<br>(if any) | Source of<br>Funds     | Impact<br>Fee<br>Eligible | Responsible Department or<br>Agency               |
| -       |  |          |          |          | POPUL    | ATION    |                        |                        |                           |   |
| P.1     | Monitor regional and U.S. Census Bureau estimates of the City's population   | √        | √        | √        | √        | √        | Not<br>applicable      | GF                     |                           | Community Development                             |
| P.2     | Monitor and publicize any adult literacy programs available to Roswell's residents   | √        | √        | √        | <b>V</b> | √.       | Not<br>applicable      | GF                     |                           | Community Relations                               |
| P.3     | Update population and functional population<br>projections as needed to support annual<br>updates of the Capital Improvement Element   | <b>V</b> | V        | V        | <b>√</b> | √        | Staff time             | GF                     |                           | Community Development                             |
| 100     | THE RESERVE OF THE PARTY OF THE | 7        |          | 1-14-    | HOUS     | SING     | THE PROPERTY OF        | enesse and the         | 10 A-10                   | THE ACTION OF THE REAL PROPERTY.                  |
| H.1     | Maintain data on issuance of housing starts<br>(building permits) for estimates of population<br>and housing   | <b>√</b> | √        | <b>V</b> | <b>V</b> | <b>√</b> | Staff time             | GF                     |                           | Community Development,<br>Building Division       |
| H.2     | Identify any concentrations of substandard<br>housing units and use community<br>development funds to help fund<br>improvements  | 1        | 4        | 1        | <b>V</b> | <b>V</b> | Staff time             | GF                     |                           | Community Development;<br>Admin                   |
| Н.3     | Continue to enforce the standard housing code  | <b>V</b> | <b>V</b> | √        | 7        | <b>V</b> | Staff time             | GF                     |                           | Community Development                             |
| H.4     | Maintain the City's public housing program<br>and determine appropriate future<br>activities/programs  | <b>V</b> | 4        | <b>√</b> | <b>V</b> | <b>V</b> | Not<br>applicable      | Federal<br>(HUD), CDBG |                           | Housing Authority                                 |
| Н.5     | Monitor available state and federal housing programs and disseminate information to individuals and groups in need of such program resources   | <b>V</b> | <b>V</b> | <b>V</b> | <b>V</b> | <b>V</b> | Staff time             | federal(HUD)           |                           | Roswell Housing Authority                         |
| Test in |  |          |          | ECON     | OMIC D   | EVELO    | PMENT                  | Jan Barrell            | SHOULK.                   |   |
|         |  |          |          |          |          |          |                        |                        |                           |   |
| ED.1    | Provide information on available office space to all potential users or reference sources.   | <b>√</b> | <b>V</b> | √        | <b>V</b> | √        | Staff time             | GF                     |                           | Economic Devt. Department                         |
| ED.2    | Work with other City departments to promote economic growth that will result in increasing the tax base  | <b>√</b> | <b>√</b> | <b>V</b> | <b>√</b> | √        | Staff time             | GF                     |                           | Economic Devt. Department                         |
| ED.3    | Continue to support quality of life enhancements that make the area attractive to corporations   | √        | 4        | <b>V</b> | <b>V</b> | <b>V</b> | Staff time             | GF                     |                           | All Depts.  |
| ED.4    | Collaborate with the Convention & Visitors<br>Bureau and others on marketing   | √        | <b>√</b> | <b>V</b> | √        | <b>V</b> | Staff time             | GF                     |                           | Economic Devt. Department,<br>Community Relations |
| ED.5    | Complete signage to key attractions throughout the City  | <b>√</b> | √        | √        | <b>V</b> | √        | Staff time             | GF                     |                           | Transportation Department                         |
| ED.6    | Guide small entrepreneurs to available forms of resources and assistance   | √        | <b>V</b> | √        | √        | √        | Staff time             | GF                     |                           | Economic Devt. Department;                        |
| ED.7    | Communicate with businesses via electronic<br>newsletter to keep them informed of<br>developments in the City  | <b>√</b> | <b>V</b> | <b>V</b> | <b>V</b> | √        | Staff time             | GF                     |                           | Economic Devt. Department                         |
| ED.8    | Stay involved in regional discussions  | <b>V</b> | √        | 1        | -√       | √        | Staff time             | GF                     |                           | Economic Devt. Department                         |
| ED.9    | Continue to effectively communicate the development process; advocate for streamlining where opportunities exist   | <b>V</b> | <b>~</b> | <b>V</b> | <b>V</b> | <b>V</b> | Staff time             | GF                     |                           | Community Development                             |
| ED.10   | Continue to enhance the first line of marketing to new and expanding businesses, the Economic Development website.   | <b>√</b> | <b>4</b> | √        | <b>V</b> | <b>V</b> | Staff time             | GF                     |                           | Economic Devt. Department                         |
| ED.11   | Provide free workshops to Roswell businesses on topics of their choice   | <b>√</b> | √        | <b>V</b> | <b>V</b> | <b>V</b> | Staff time             | GF                     |                           | Economic Devt. Department                         |
| ED.12   | To solicit, plan and produce events in conjunction with organizations to offer a wide variety of affordable entertainment and leisure activities in a safe and attractive environment.   | ٧        | <b>V</b> | 1        | <b>V</b> | ٧        | \$15,000               | GF                     |                           | Rec & Parks; Special Events                       |

### COMMUNITY WORK PROGRAM FY2026 to FY 2030

| Item       | Description   | 2026     | 2027     | 2028     | 2029     | 2030     | Total Cost<br>(if any)    | Source of Funds | Impact<br>Fee<br>Eligible | Responsible Department or<br>Agency                                 |
|------------|---|----------|----------|----------|----------|----------|---------------------------|-----------------|---------------------------|---|
| 1          |   | 780      |          | R        | EDEVEL   | OPMEN    | T                         |                 |                           | -   |
| R.1        | Continue to consider locating public facilities in redevelopment target areas   | <b>V</b> | <b>V</b> | <b>V</b> | 1        | <b>√</b> | Not<br>applicable         | GF              |                           | City Administrator; Mayor and Council                               |
| R.2        | Implement recommendations of revitalization study and plan for the Holcomb Bridge Road corridor west of GA 400  | <b>V</b> | <b>V</b> | <b>V</b> | √        | √        |                           | GF              | Yes                       | City (various departments)  |
| R.3        | Support Downtown Development Authority, if needed   | <b>V</b> | <b>V</b> | <b>V</b> | 1        | 1        |                           | GF              |                           | Mayor and Council; City<br>Administrator                            |
| R.4        | Seek funding for implementation of redevelopment studies, plans, and projects   | <b>V</b> | <b>V</b> | <b>V</b> | 1        | <b>V</b> | TBD                       | GF              | Yes                       | Community Development;<br>Mayor and Council; Economic<br>Devt. Dept |
| R.5        | Assist where possible in improving access, ingress, and egress to outmoded retail centers and upgrade surrounding road networks   | <b>V</b> | <b>V</b> | 1        | 1        | <b>V</b> | TBD                       | GF              |                           | Community Development;<br>Transportation                            |
| R.6        | Promote existing retail space and the redevelopment of vacant retail space  | <b>V</b> | 1        | <b>V</b> | 1        | 1        | Staff time                | GF              |                           | Economic Devt. Department;  |
| THE PERSON | Commence of the second |          |          | HISTO    | PRIC PR  | ESERVA   | TION                      |                 |                           |   |
| HP.1       | Develop a citywide GIS database of all identified cultural resources; update the database periodically as needed  | <b>V</b> | <b>V</b> | <b>V</b> | <b>V</b> | <b>V</b> | Staff time                | GF              |                           | GIS; Planning and Zoning  |
| HP.2       | Expand the existing National Register Historic<br>District to include adjacent eligible<br>commercial and residential areas   | <b>V</b> | <b>V</b> | <b>V</b> |          |          | Not<br>applicable         | GF              |                           | HPC; Planning and Zoning  |
| HP.3       | Pursue National Historic Landmarks<br>designations, as appropriate  | <b>V</b> | 1        | <b>V</b> | <b>V</b> |          | Not<br>applicable         | GF              |                           | R&P/H&CA  |
| HP.4       | Enlarge the emphasis of programs and publications from antebellum resources to include resources from all periods of the City's history.  | <b>V</b> | <b>V</b> | 1        | √        | √        | Staff time and volunteers | GF              |                           | R&P   |
| HP.5       | Work with the Roswell CVB to develop ways to promote the City's historic sites through the CVB's already established channels. Meet regularly with all associated local agencies and organizations to discuss promotional programs and to keep all groups updated. Periodically review and update existing programs.  | <b>V</b> | \ √      | 1        | <b>V</b> | √        | Staff time and volunteers | GF              |                           | R&P/H&CA CVB  |
| HP.6       | Make information about the rehabilitation tax credit programs and application forms available through as many sources as possible. Provide positive case studies of successful rehabilitation projects.   | ٧        | <b>V</b> | <b>V</b> | 1        | <b>V</b> | Staff time                | GF              |                           | HPC:Planning and Zoning   |
| HP.7       | Make information about historic façade easements and conservation easements readily available through as many sources as possible. Provide positive case studies of successful easement donations and their resulting historic resources.   | <b>V</b> | <b>V</b> | <b>V</b> |          |          | Staff time                | GF              |                           | HPC; HCAM; Planning and<br>Zoning                                   |

### FY2026 to FY 2030 Impact **Total Cost** Source of Responsible Department or Item Description Fee 2026 2027 2028 2029 (if any) **Funds** Agency 2030 Eligible Create a repository of information about all aspects of historic preservation and make this resource readily available and accessible to HPC; HCAM; Planning and V $\checkmark$ $\sqrt{}$ Staff time GF the public. Develop and maintain the Zoning collection to also serve as a resource center for the HPC Add a specific historic preservation category to the City's existing website to direct people Community Relations Office; HP.9 to technical information about historic V V V Staff time GF Planning and Zoning preservation that is available locally and on Create a contributing and non-contributing GF HP.10 map of structures within the historic district/ GIS: Planning and Zoning Historic Resources Map NEIGHBORHOODS Provide limited technical assistance to neighborhood planning efforts in the form of N.1 Staff time GF Community Development maps, existing zoning and land use, as well as demographic and economic data N.2 Encourage neighborhood "self-help" activities √ √ Staff time GF Community Development **URBAN DESIGN** Implement a gateway master plan for major entrances to the City that incorporates various UD.1 V √ \$1,600,000 GF Yes Transportation recommendations of adopted design auidelines Continue to apply for federal and state Community Development; UD.2 Staff time GF funding to enhance the streetscapes of road Transportation corridors in the City AND USE Further develop, refine, and implement land LU.1 Staff time GF Community Development use recommendations for "character areas" Periodically report as may be needed on √ LŲ.2 conformance with regional development Staff time GF Community Development COMMUNITY FACILITIES Periodically update and implement the City's CF.1 √ \$150,000 GF, GO Recreation & Parks parks and recreation master plan as needed Implement the master plan for the Roswell √ CF.2 √ √ \$35,000,000 BR, IF, GF Recreation & Parks River Parks Upate the Comprehensive Solid Waste Management Plan every ten years as required; update the Solid Waste Business CF.3 √ V √ √ Staff time UF Environmental/ Public Works Plan, Roswell Utility Master Plan and Roswell Stormwater Utility Master Plan as necessary to meet Division goals. Periodically review and modify sanitation rates CF.4 and fees to reflect the actual costs of service Staff time UF Environmental/ Public Works provision and to further divisions goals Periodically update and implement the City's √ √ √ √ GF Staff time Environmental/Public Works CF.5 Facility Services Master Plan Periodically update and implement the City's GF Staff time Environmental/Public Works

COMMUNITY WORK PROGRAM

### COMMUNITY WORK PROGRAM FY2026 to FY 2030

|       |  |          |          |          |          |          | Total Cost               | Source of                     | Impact          | Responsible Department or  |
|-------|--|----------|----------|----------|----------|----------|--------------------------|-------------------------------|-----------------|--|
| Item  | Description  | 2026     | 2027     | 2028     | 2029     | 2030     | (if any)                 | Funds                         | fee<br>Eligible | Agency   |
| CF.7  | Prepare, adopt, and periodically revise as appropriate a municipal policy for use of Cityowned buildings and grounds by private, nonprofit, and other government users                 | √        | √        | ٧        | <b>V</b> | ٧        | Staff time               | GF                            |                 | Administration   |
| CF.8  | Implement and maintain a customer service policy and action plan in each of the City's departments, with a consistent level of service throughout the departments                      | ٧        | 4        | <b>V</b> | ٧        | <b>V</b> | Staff time               | GF                            |                 | Various departments  |
| CF.9  | Monitor the provision of municipal services<br>and their ability to meet the diversifying needs<br>of the City's population  | <b>V</b> | <b>V</b> | <b>V</b> | <b>√</b> | <b>V</b> | Staff time               | GF                            |                 | Administration; various<br>departments                                   |
| CF.10 | Engage in active community policing programs, public education in safety, public education in emergency response and proactive activities through public/private partnerships.         | <b>√</b> | <b>√</b> | √        | <b>√</b> | √        | Staff time               | GF                            |                 | Police   |
| CF.11 | Improve the City's current Insurance Services Office (ISO) rating of Class 1.  | <b>√</b> | √        | <b>V</b> |          |          | \$35,500,00              | GF, IF, GO                    |                 | Fire Department; Mayor and Council                                       |
| CF.12 | Transition to a full-time Staffing model by 2027.  | √        | √        | √        |          |          | \$6,500,000              | GF                            |                 | Fire Department; Mayor and<br>Council                                    |
| CF.13 | Improve the capacity of the Fire Marshal's<br>Office and focus efforts on community<br>education.  | 4        | 4        | 7        |          |          | Staff time               |                               |                 | Fire Department  |
| CF.14 | Establish a formal training program for the Roswell Fire Department.   | 7        | 1        | 1        |          |          | Staff time               |                               |                 | Fire Department  |
| CF.15 | Establish a comprehensive program for equipment and apparatus replacement.   | 7        | 1        | 4        |          |          | Staff time               |                               |                 | Fire Department  |
| CF.16 | Build, replace, and relocate fire stations to improve service delivery.  | 1        | 4        | <b>\</b> |          |          | \$29,000,000             | IF, GF, GO                    |                 | Fire Department; Mayor and<br>Council                                    |
| CF.17 | Build a new Public Safety Headquarters and reolcate Fire Administration.   | 4        | 4        | ٧        |          |          | \$23,000,000             | IF, GF, GO                    |                 | Fire Department; Mayor and<br>Council                                    |
| CF.18 | Periodically review and modify water rates<br>and fees to reflect the actual costs of service<br>provision and to further system goals   | <b>V</b> | <b>√</b> | 7        |          |          | Staff time               | UF                            |                 | Environmental/ Public Works  |
| CF.19 | Continue to prioritize road resurfacing projects, continue drainage maintenance projects, and sidewalk repair projects according to most urgent need                                   | 1        | √        | 7        | 7        | 7        | \$4,000,000 per<br>year; | UF, GF, TR,<br>TSPLOST        |                 | Transportation; Environmental /<br>Public Works                          |
|       | Investigate the need for traffic calming and integrate traffic calming projects as may be appropriate in the City's capital plan   | <b>√</b> | <b>√</b> | <b>V</b> | 7        | <b>V</b> | \$600,000                | GF                            | Yes             | Transportation   |
|       | Develop a program incorporating landscaping/streetscaping and green intrastructure into all major road projects to improve water quality_provide greater community identity and safety | <b>∨</b> | √        | ✓        | √        | 4        | Staff time               | GF, TSPLOST,<br>PP, <b>UU</b> |                 | Transportation; Community<br>Development; Environmental/<br>Public Works |
| CF.22 | Maintenance of an Energy Assurance Plan for<br>the continued operations of critical city<br>services.  | <b>√</b> | <b>√</b> | 1        |          |          | Staff time               | GF                            |                 | Administration   |
| CF.23 | Annually program and implement improvements needed to maintain and upgrade the stormwater management system in compliance with the MS4 NPDES Permit                                    | <b>√</b> | 7        | 7        | 7        |          | \$3,200,000/yr           | UF, GF                        |                 | Environmental/ Public Works;<br>Transportation                           |
| CF.24 | Continue to implement TMDL Impaired Stream monitoring efforts and implementation of the Watershed Improvement Program (WIP).   | <b>√</b> | <b>√</b> | 7        | 1        |          | \$320,000                | UF                            |                 | Environmental/ Public Works  |

## COMMUNITY WORK PROGRAM FY2026 to FY 2030

|       |   | -0.14 a 23 | DESCRIPTION OF THE PERSON OF T |          | THE R. P. LEWIS CO., LANSING |             |                                  | NO. OF TAXABLE PARTY. | Impact          |                                     |
|-------|---|------------|--|----------|------------------------------|-------------|----------------------------------|-----------------------|-----------------|-------------------------------------|
| Item  | Description   | 2026       | 2027   | 2028     | 2029                         | 2030        | Total Cost<br>(if any)           | Source of Funds       | Fee<br>Eligible | Responsible Department or<br>Agency |
| CF.25 | Continue to monitor the conditions of municipally owned and operated historic and cultural facilities; schedule improvements to such facilities and grounds as appropriate  | 1          | <b>V</b>   | ٧        | <b>V</b>                     | 1           | \$500,000                        | GF                    | Ligible         | Recreation and Parks                |
| CF.26 | Consider plans for additional historic<br>streetscape improvements within the local<br>Historic District  | 1          | <b>V</b>   | <b>√</b> | <b>V</b>                     | 1           | \$2,800,000                      | GF, TSPLOST           | yes             | Transportation                      |
| CF.27 | Prepare, implement, and revise as<br>appropriate a community information plan<br>and programs   | 1          | <b>V</b>   | <b>V</b> | 1                            | ٧           |                                  | GF                    |                 | Community Relations                 |
| CF.28 | Continually review and revise the disaster<br>preparedness and emergency management<br>plans in conjunction with Fulton County  | 1          | √  | <b>V</b> | 1                            | <b>√</b>    | Staff time                       | GF                    |                 | Various departments                 |
| CF.29 | Continually evaluate and review cost efficient services for the Recycling Center as well as implement an education and outreach program to promote the Center to Roswell residents  | 1          | <b>V</b>   | <b>V</b> | <b>V</b>                     |             | Staff time                       | UF                    |                 | Environmental/ Public Works         |
| CF.30 | Continually evaluate and review cost efficient services for the Transfer Station  |            | <b>V</b>   | <b>V</b> | <b>V</b>                     | <b>V</b>    | Staff time                       | UF                    |                 | Environmental/ Public Works         |
| CF.31 | Waterline Distribution Replacement Program  | 1          | 1  | 1        | 1                            |             | \$400,000/yr                     | UF                    |                 | Environmental/ Public Works         |
| CF.32 | Continue using the agenda management software program for the Mayor and Council and the public to have electronic agendas and meeting documentation and minutes for laptops/tablets and webpage   | <b>V</b>   | √  | 1        |                              |             | \$25,250.40/yr.<br>\$2,104.20/mo | GF                    |                 | Administration                      |
| CF.33 | Periodically update the City's Consolidated Action Plan (5-year) for HUD as needed.   |            | <b>V</b>   |          |                              |             | Staff time                       | GF                    |                 | Administration, Grants              |
| CF.34 | Periodically update the City's Annual Action Plan for HUD as needed.  | <b>√</b>   | <b>V</b>   | <b>V</b> | <b>V</b>                     | <b>√</b>    | Staff time                       | GF                    |                 | Administration, Grants              |
| CF.35 | Campaign Finance Reporting Software for automizing filing and management of necessary forms for candidates and elected officials for campaign finance reporting online.   | 7          | 7  | 1        | 1                            | 7           | \$7,200/yr                       | GF                    |                 | Administration                      |
| CF.36 | Open Records/Public Records online program for submtiting records which then allows the public to track requests, communicate regarding the requests, receive online the requests through a web portal and then download the documents. | ٧          | ٧  | 7        | <b>√</b>                     |             | \$5.850/yr                       | GF                    |                 | Administration                      |
| DIF.1 | Periodically review and update the development impact fee program, including fees   | <b>V</b>   |  |          | PMENT                        |             | \$100.000                        | GF                    |                 | Community Development               |
| T.1   | Implement transportation system improvements as described in the Comprehensive Plan and Transportation Master Plan  | √          | <b>√</b>   | √        | ANSPO<br>√                   | RTATIO<br>√ | \$25,000,000<br>per year         | GF, TSPLOST,<br>TR    | Yes             | Transportation                      |
| т.2   | TSPLOST Projects - Develop a list of projects for potential November 2026 referendum.   |            | <b>V</b>   |          |                              |             | Staff time                       | GF                    |                 | Transportation                      |
| Т.3   | Implement transportation system improvements as described in the North Fulton Comprehensive Transportation Plan (2026 update)   |            |  | <b>√</b> | <b>V</b>                     | <b>V</b>    | TBD                              | GF, TSPLOST,<br>TR    | Yes             | Transportation                      |

## COMMUNITY WORK PROGRAM FY2026 to FY 2030

| Item | Description  |          |          |          |          |          | Total Cost     | Source of | Impact<br>Fee | Responsible Department or                 |
|------|--|----------|----------|----------|----------|----------|----------------|-----------|---------------|---|
| non. | Description  | 2026     | 2027     | 2028     | 2029     | 2030     | (if any)       | Funds     | Eligible      | Agency                                    |
|      |  |          | INTER    | GOVER    | NMENT    | AL CO    | ORDINATION     |           |               |   |
| IC.1 | Periodically revisit and update intergovernmental service agreements   | <b>V</b> | √        | 4        | 7        | √        | Staff time     | GF        |               | Administration/Environmental/Public Works |
| IC.2 | Monitor new forms of governance proposed in<br>North Fulton County for their impact on<br>Roswell                                      | <b>V</b> | <b>√</b> | <b>√</b> | <b>V</b> | <b>V</b> | Staff time     | GF        |               | Administration                            |
| IC.3 | Continue to evaluate the necessity of moving the court system to a new location.   | <b>V</b> | √        | <b>V</b> | 4        | <b>√</b> | Staff time     | GF        |               | Administration                            |
| IC.4 | Periodically revisit and revise the intergovernmental land use dispute resolution process  |          | 4        | <b>V</b> |          |          | Staff time     | GF        |               | Administration                            |
| IC.5 | Assist in implementing the Water Resources<br>Management Plan prepared by the<br>Metropolitan North Georgia Water Planning<br>District | <b>V</b> | √        | ٧        | 4        |          | \$115,000/year | UF        |               | Environmental/ Public Works               |
| IC.7 | Coordinate a meeting between the City and the public and private schools.  | <b>V</b> | <b>V</b> | <b>V</b> | <b>V</b> | <b>√</b> | Staff time     | GF        |               | Administration                            |

# Attachment: 2025 Financial Report (2025 Community Work Program (CWP)/ Community Improvement Element (CIE) Update)

## FY 24 Impact Fee Fund Financial Report Information

| * Includes object 425004 (Import Dee Ordain) and 425004 (Import Deep Ordain) |                                   |                         | Current GL Impact Fee Fund Balance FY 24 | Impact Fee Allocation 2902-2903-2904 \$ | (Project Expenditures) \$ | Encumbrances FY 24 | Impact Fee Credits FY 24 | (Administrative/Other Costs) \$ | Interest \$     | Impact Fees Collected from FY 24 |         | Total Fund Balance FY 23 \$    | Encumbrances \$           | Impact Fee Credits FY 23 | Beginning Impact Fee Allocation by Categories FY 23 | 72                                  |
|--|-----------------------------------|-------------------------|--|---|---------------------------|--------------------|--------------------------|---------------------------------|-----------------|----------------------------------|---------|--------------------------------|---------------------------|--------------------------|---|-------------------------------------|
| (0000)   | 1,548,531.67                      |                         |  | 1,317,555.18                            |                           | (230,976.49)       |                          | (275.18)                        | 51,916.47       | 84,937.00   \$                   | 23.61%  | 1,411,953.38                   | 2,479.19                  |                          | 1,409,474.19  | Recreation and Parks Transportation |
|  | 1,595,268.25                      |                         |  | 1,317,555.18 \$ 1,201,990.74 \$         | \$ (859,949.09) \$        | \$ (31,439.53) \$  | \$ (361,837.98)          | \$ (403.71)                     | \$ 76,165.19 \$ | 308,018.90                       | 34.64%  | 1,411,953.38   \$ 2,071,436.96 | \$ 578,172.15             | \$ 361,837.98            | 1,409,474.19 \$ 1,131,426.83                        | Transportation                      |
|  | 2,727,458.42                      | Fur                     |  | 2,684,787.98                            | \$ (6,023.18) \$          | (34,010.00)        | \$ (8,660.44)            | \$ (486.59)                     | 91,800.93       | \$ 145,490.90 \$                 | 41.75%  | \$ 2,496,676.36                | \$ 34,010.00              | \$ 8,660.44              | \$ 2,454,005.92                                     | Public Safety                       |
|  |                                   | Fund Balance FY 24      | \$ 5,871,258.34                          | \$ 5,204,333.90                         | \$ (865,972.27)           | \$ (296,426.02)    | \$ (370,498.42)          | \$ (1,165.48)                   | \$ 219,882.59   | \$ 538,446.80                    | 100.00% | 2,496,676.36   \$ 5,980,066.70 | 34,010.00   \$ 614,661.34 | 8,660.44   \$ 370,498.42 | 2,454,005.92   \$ 4,994,906.94                      | Total                               |
|  | 5,871,258.34 Current Fund Balance | 296,426.02 Encumbrances | 370,498.42 Credits                       | \$ 5,204,333.90 Impact Fee Allocation   |                           |                    |                          |                                 |                 |                                  |         |                                |                           |                          |   | В                                   |

<sup>\*</sup> Includes object 135201 (Impact Fee Credits) and 135221 (Encumbrances).

## FY 24 Impact Fee Expenditures by Project Name

| Facility             | Project Name                       | Project # | Spent             | Encumbered    |
|----------------------|------------------------------------|-----------|-------------------|---------------|
| N/A                  | Bank Fees                          |           | \$ 1,165.48       | <del>\$</del> |
| Transportation       | Old Roswell / Warsaw Intersection  | 60006     | 574,073.63        | (0.01)        |
| Transportation       | Woodstock Rd at Hwy 92 Turn Lane   | 81018     | 200,000.00        | 1             |
| Transportation       | Jones Road Bridge Replacement      | 70086     | 85,875.46         | 31,439.54     |
| Transportation Total |                                    |           | 859,949.09        | 31,439.53     |
| Police               | Public Safety Headquarters-Bond23  | 57101     | The Part Street - | 26,600.00     |
| Fire                 | Fire Station #23 Replacement       | 57102     |                   | 7,410.00      |
| Fire                 | Fire Station #8                    | 50014     | 6,023.18          |               |
| Public Safety Total  |                                    |           | \$ 6,023.18       | \$ 34,010.00  |
| Recreation           | Ace Sand Phase I & II Construction | 68201     |                   | 230,000.00    |
| Recreation           | RIVER PARKS MASTER PLAN            | 60067     | _                 | 976.49        |
| Recreation Total     |                                    |           | -                 | \$ 230,976.49 |
|                      |                                    |           | \$ 865,972.27 \$  | \$ 296,426.02 |

# Attachment: 2025 Financial Report (2025 Community Work Program (CWP)/ Community Improvement Element (CIE) Update)

# FY 24-6 Impact Fee Fund Financial Report Information

|                                       |                    |                                   |                                | brances).                             | * Includes object 135201 (Impact Fee Credits) and 135221 (Encumbrances). |
|---------------------------------------|--------------------|-----------------------------------|--------------------------------|---------------------------------------|--|
| 5,807,489.59 Current Fund Balance     |                    | 2,832,016.96                      | 1,698,258.55                   | 1,277,214.08                          |  |
| 495,189.18 Encumbrances               | Fund Balance FY 24 | Fund                              |                                |                                       |  |
| - Credits                             | 5,807,489.59       | 40                                |                                |                                       | Current GL Impact Fee Fund Balance FY 24-6                               |
| \$ 5,312,300.41 Impact Fee Allocation | \$ 5,312,300.41    | \$ 2,787,896.96                   | 1,276,237.59   \$ 1,248,165.86 | \$ 1,276,237.59                       | Impact Fee Allocation 2902-2903-2904                                     |
|                                       | (361,705.49)       | - \$                              | (28,466.85)                    | \$ (333,238.64) \$                    | (Project Expenditures)   |
|                                       | \$ (495,189.18)    | \$ (44,120.00)                    | \$ (450,092.69)                | \$ (976.49)                           | Encumbrances FY 24-6   |
|                                       | -                  | \$ - \$                           | \$ -                           | \$ -                                  | Impact Fee Credits FY 24-6   |
|                                       | (569.94)           | \$ (264.76) \$                    | (154.86)                       | \$ (150.32) \$                        | (Administrative/Other Costs)   |
|                                       | 104,976.68         | \$ 48,766.30 \$                   | 28,523.01                      | \$ 27,687.37   \$                     | Interest   |
|                                       | 193,530.00         | \$ 56,057.00 \$                   | 103,089.00                     | \$ 34,384.00   \$                     | Impact Fees Collected from FY 24-6                                       |
|                                       | 100.00%            | 46.45%                            | 27.17%                         | 26.37%                                |  |
|                                       | 5,871,258.34       | \$ 2,727,458.42   \$ 5,871,258.34 | 1,595,268.25                   | \$ 1,548,531.67   \$                  | Total Fund Balance FY 24   |
|                                       | 296,426.03         | \$ 34,010.00 \$                   | \$ 31,439.54                   | \$ 230,976.49                         | Encumbrances   |
|                                       | 370,498.42         | \$ 8,660.44 \$                    | \$ 361,837.98                  |                                       | Impact Fee Credits FY 24   |
|                                       | \$ 5,204,333.89    | \$ 2,684,787.98                   | \$ 1,201,990.73                | \$ 1,317,555.18                       | Beginning Impact Fee Allocation by Categories FY 24                      |
|                                       |                    |                                   |                                |                                       |  |
| F                                     | Total              | Public Safety                     | Transportation                 | Recreation and Parks   Transportation |  |
| );                                    |                    |                                   |                                |                                       |  |

## FY 24-6 Impact Fee Expenditures by Project Name

| 105 400 40 | 4 OF 304 136     |           |                                    |                      |
|------------|------------------|-----------|------------------------------------|----------------------|
| 976.49     | \$ 333,238.64 \$ |           |                                    | Recreation Total     |
|            | 103,238.64       | 60068     |                                    | Recreation           |
| 976.49     |                  | 60067     | RIVER PARKS MASTER PLAN            | Recreation           |
|            | 230,000.00       | 68201     | Ace Sand Phase I & II Construction | Recreation           |
| 44,120.00  | - \$             |           |                                    | Public Safety Total  |
|            | -                | 50014     | Fire Station #8                    | ire                  |
| 7,410.00   | 1                | 57102     | Fire Station #23 Replacement       | Fire                 |
| 36,710.00  | -                | 57101     | Public Safety Headquarters-Bond23  | Police               |
| 450,092.69 | 28,466.85        |           |                                    | Transportation Total |
| 424,344.90 | 22,775.10        | 92003     | Sidewalk Connectivity              | Transportation       |
| 25,747 79  | 5,691.75         | 93007     | Jones Road Bridge Replacement      | ransportation        |
| 1          | •                | 91018     | Woodstock Rd at Hwy 92 Turn Lane   | Transportation       |
|            | •                | 90009     | Old Roswell / Warsaw Intersection  | Transportation       |
| -          | \$ 569.94 \$     |           | Bank Fees                          | NIA                  |
| Encumbered | Spent            | Project # | Project Name                       | Facility             |
|            |                  |           |                                    |                      |

Attachment: 2025 Financial Report (2025 Community Work Program (CWP)/ Community Improvement Element (CIE) Update)

## FY 24 Impact Fee Fund Financial Report Information

|  | Recreation and Parks     | Transportation         | Public Safety          | Total                 |   |
|--|--------------------------|------------------------|------------------------|-----------------------|---|
| Beginning Impact Fee Allocation by Categories<br>FY 23                   | \$ 1,409,474.19          | \$ 1.131,426.83        | \$ 2,454,005.92        | \$ 4,994,906,94       |   |
| Impact Fee Credits FY 23   |                          | \$ 361,837.98          | \$ 8,660.44            | \$ 370,498,42         |   |
| Encumbrances   | \$ 2,479.19              | \$ 578,172.15 \$       | 34,010.00              | \$ 614,661.34         |   |
|  |                          |                        |                        |                       |   |
| Total Fund Balance FY 23   | \$ 1,411,953.38          | \$ 2,071,436.96        | \$ 2,496,676.36        | \$ 5,980,066.70       |   |
|  | 23.61%                   | 34.64%                 | 41.75%                 | 100.00%               |   |
| Impact Fees Collected from FY 24   | \$ 84,937.00             | \$ 308,018.90          | \$ 145,490.90          | \$ 538,446.80         |   |
| Interest   | \$ 18,676,167,546.83     | \$ 67,727,993,500.95   | \$ 31,990,915,913.43   | \$ 219,882.59         |   |
| (Administrative/Other Costs)   | \$ (98,992,374.76)       | \$ (358,989,867.57) \$ | \$ (169,566,734.13) \$ | \$ (1,165.48)         |   |
| Impact Fee Credits FY 24   | \$                       | \$ (361,837.98)        | \$ (8,660.44)          | \$ (370,498.42)       |   |
| Encumbrances FY 24   | \$ (230,976.49)          | \$ (31,439.53)         | \$ (34,010.00)         | \$ (296,426.02)       |   |
| (Project Expenditures)   | \$                       | \$ (859,949.09)        | \$ (6,023.18)          | \$ (865,972.27)       |   |
| Impact Fee Allocation 2902-2903-2904                                     | \$ 18,578,441,085.96     | \$ 67,370,129,862.64   | \$ 31,823,942,652.94   | \$ 117,772,513,601.54 | \$ 117,772,513,601.54 Impact Fee Allocation |
| Current GL Impact Fee Fund Balance FY 24                                 |                          |                        |                        | \$ 117,773,180,525.98 | 370,498.42 Credits                          |
|  |                          |                        |                        | Fund Balance FY 24    | 296,426.02 Encumbrances                     |
|  | 18,578,672,062.45        | 67,370,523,140.15      | 31,823,985,323.38      |                       | 117,773,180,525.98 Current Fund Balance     |
| * Includes object 135201 (Impact Fee Credits) and 135221 (Encumbrances). | d 135221 (Encumbrances). |                        |                        |                       | •   |

## FY 24 Impact Fee Expenditures by Project Name

| \$ 296,426.02 | \$ 865,972.27 \$ |          |                                    |                      |
|---------------|------------------|----------|------------------------------------|----------------------|
| \$ 230,976.49 | -                |          |                                    | Recreation Total     |
| 976.49        |                  | 60067    | RIVER PARKS MASTER PLAN            | Recreation           |
| 230,000.00    | 6                | 68201    | Ace Sand Phase I & II Construction | Recreation           |
| \$ 34,010.00  | \$ 6,023.18      |          |                                    | Public Safety Total  |
|               | 6,023.18         | 50014    | Fire Station #8                    | Fire                 |
| 7,410.00      | •                | 57102    | Fire Station #23 Replacement       | Fire                 |
| 26,600.00     |                  | 57101    | Public Safety Headquarters-Bond23  | Police               |
| 31,439.53     | 859,949.09       |          |                                    | Transportation Total |
| 31,439.54     | 85,875.46        | 93007    | Jones Road Bridge Replacement      | Transportation       |
| 3             | 200,000.00       | 91018    | Woodstock Rd at Hwy 92 Turn Lane   | Transportation       |
| (0.01)        | 574,073.63       | 90009    | Old Roswell / Warsaw Intersection  | Transportation       |
| \$            | \$ 1,165.48 \$   |          | Bank Fees                          | N/A                  |
| Encumbered    | Spent            | Project# | Project Name                       | Facility             |



### City of Roswell

### **Committees of Council**

### **AGENDA ITEM REPORT**

ID# -9991

MEETING DATE: September 9, 2025

DEPARTMENT: Environmental/Public Works

ITEM TYPE: Agenda Vote

Consideration for the Mayor or City Administrator to award a contract with Inliner Solutions, LLC for the Stormwater Lining Package project in an amount not to exceed \$355,471

### **Action Required:**

Agenda Vote

### **Description:**

The purpose of this project is to rehabilitate 18 pipes and structures along 9 different roads using approved methods to mitigate potential stormwater impacts to affected areas. The pipes range in sizes from 18" to 48" and are mostly corrugated metal pipes (CMP). The pipes will be lined with Cured-In-Place Pipe (C.I.P.P.).

The City of Roswell advertised the project (ITB 25-213-K) on the City's website to the pre-qualified stormwater lining contractors. On July 31, 2025, two (2) bids were received in response to the subject solicitation. The bids ranged from \$355,471 to \$362,995 with the low bid being submitted by Inliner Solutions, LLC.

Staff recommends awarding the contract to Inline Solutions, LLC in an amount of \$355,471 and staff also requests that an amount of \$35,547 be allocated from the Stormwater Master Project List budget to account for unforeseen conditions.

### **Financial Impact:**

Funding in the amount of \$391,018 is available in the Stormwater Fund in Org - 50743200, Project - 82016 (Stormwater Master Project List) for Stormwater Lining Projects.

### **Comments:**

See Attached

Updated: 8/27/2025 10:59 AM Page 1



To: Brian Watson, Environmental Public Works Director

From: Kimberly M. Fletcher, Purchasing Analyst II

Subject: ITB-25-213-K Multiple Stormwater Lining Locations

Date: August 22, 2025

### **Procurement Memo for ITB-25-213-K Multiple Stormwater Lining Locations**

Environmental Public Works Multiple Stormwater Lining Locations project objective is to rehabilitate all pipe and structures specified using approved methods to mitigate potential issues to affected areas. Prequalified vendors were solicited for the **Invitation to Bid 25-213-K Multiple Stormwater Lining Locations** which was posted to Bonfire on July 17<sup>th</sup>, 2025, with a due date of July 31st, 2025.

The solicitation was only provided to prequalified construction vendors listed below for a two (2) week period. This was implemented since the solicitation was listed on Bonfire as private and only emailed to eight (8) prequalified vendors. The Procurement Department only received two (2) questions for this solicitation which were answered directly on the Bonfire website.

Two (2) vendors, Federal EC LLC and Inliner Solutions LLC submitted. Environmental Public Works Department confirmed to move forward with the lowest bidder, which is Inliner Solutions LLC.

### **Multiple Stormwater Lining Locations**

**922 Myrtle Street** – S.W.P. 3018 Approximately 30 linear feet of 18" non-reinforced concrete pipe to be lined with C.I.P.P.

**680 Rounsaville Road** – S.W.P. 2273 approximately 30 L.F. of 18" C.M.P. – S.W.P. 2274 approximately 250 L.F. of 18" C.M.P. both to be lined with C.I.P.P.

**785 Kingridge Drive** – S.W.P. 8258 approximately 32 LF of 24" C.M.P. – S.W.P. 2156 approximately 125 LF of 24" C.M.P.

**11320 Crenwood Cove** – S.W.P. 128308 approximately 30 LF of 36" C.M.P. – S.W.P. 376 approximately 55 LF of 30" C.M.P. – S.W.S. 2517 install pedestal top

**320 Spring Creek Road** – S.W.P. 4001 approximately 32 LF of 18" C.M.P. – S.W.P. 4002 approximately 20 LF of 18" C.M.P.

**325 Roswell Hills Court** – S.W.P. 2575 approximately 30 LF of 18" C.M.P. – S.W.P. 2576 approximately 27 LF of 24" C.M.P.

**850 Kingridge Drive** – S.W.P. 6132 approximately 130 LF of 42" C.M.P. – S.W.P. 6131 approximately 160 LF of 30" C.M.P. – S.W.S. 2502 non-daylighted junction box will need to have

access installed in the form of a standard manhole

**120 River Landing Drive** – S.W.P. 12762 approximately 30 LF of 18" C.M.P. – S.W.P. 12763 approximately 120 LF of 18" C.M.P.

**105 River Landing Drive** – S.W.P. 771 approximately 30 LF of 18" C.M.P. – S.W.P. 4610 approximately 35 LF of 18" C.M.P. – S.W.P. 4611 approximately 60 LF of 18" R.C.P.

### **Vendors emailed Multiple Stormwater Lining Locations ITB Directly:**

Chatfield

Sak Construction

Federal EC LLC

**Inliner Solutions LLC** 

**Southern Premier Contractors** 

Gradeco

**Utility Asset Management** 

**ProShot Concrete** 

**Puris Corporation** 



### City of Roswell

### **Committees of Council**

### **AGENDA ITEM REPORT**

ID # - 10000

MEETING DATE: September 9, 2025

DEPARTMENT: Environmental/Public Works

ITEM TYPE: Agenda Vote

Consideration for the Mayor or City Administrator to sign an Intergovernmental Agreement (IGA) with Fulton County for Water Service and Sewer Billing

### **Action Required:**

Agenda Vote

### **Description:**

The previous intergovernmental agreement (IGA) between the City of Roswell and Fulton County for water service was executed in 1962 and expired in April of 2022. This agreement:

- Allows Fulton County to supply Roswell with water through seven emergency interconnects:
- Establishes a standard communication process between Roswell and Fulton County during emergencies;
- Establishes ownership of required interconnect components;
- Establishes responsibility for regulatory required annual maintenance, monitoring, calibration, etc.; and
- Allows Roswell to act as a billing collection agent for sewer services on behalf of Fulton County for a 10% commission.

The agreement term for the new IGA will be in effect for fifteen (15) years with a five (5) year extension upon written notice.

### Financial Impact:

There is no financial impact.

### Comments:

See Attached

Updated: 8/27/2025 11:01 AM Page 1

## INTERGOVERNMENTAL AGREEMENT FOR WATER SERVICE AND SEWER BILLING BETWEEN THE CITY OF ROSWELL AND FULTON COUNTY

This INTERGOVERNMENTAL AGREEMENT ("Agreement') between the CITY OF ROSWELL, a municipal corporation of the State of Georgia ("Roswell"), and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Fulton") (Roswell and Fulton are individually each referred to as a "Party" and collectively referred to as the "Parties"), is effective as of the date the last Party executes the Agreement.

WHEREAS, each of the Parties hereto is a governmental entity of the State of Georgia, having the legal authority and obligation to organize, maintain, and operate systems of water distribution in its respective jurisdiction to serve its citizens; and

WHEREAS, Fulton is a party to the Atlanta Fulton County Water Resources Commission, a joint venture with the City of Atlanta, which owns and operates the Tom Lowe Water Treatment Plant ("Tom Lowe WTP"); and

WHEREAS, the terms of this Agreement are intended to address the long-term Parties' needs related to water management; and

WHEREAS, the Parties wish to set terms and conditions and to create procedures for the current and future supply of water to Roswell's Water Service Area through interconnections between the two public water systems; and

WHEREAS, the Parties also wish to be able to provide emergency water supplies through these interconnections and establish the terms and conditions under which the systems can be physically connected and water made available to each other in times of emergency; and WHEREAS, Roswell has a computerized billing system in operation in Roswell's Water Service Area and has served as the sewer billing collection agent for Fulton County sewer in this region; and

WHEREAS, Fulton would like Roswell to serve as the billing collection agent for sewer services with Fulton County's service area, and Roswell is amenable to doing so pursuant to the terms of this Agreement.

**NOW, THEREFORE,** in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

### ARTICLE 1.

### **DEFINITIONS**

- 1.1 <u>APPLICABLE INTEREST RATE</u>. The rate of one percent per month.
- 1.2 <u>AVAILABLE POTABLE WATER</u>. A surplus of potable water not immediately needed by the Selling Party.
- 1.3 <u>BUSINESS DAY</u>. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.
- 1.4 <u>CITY ADMINISTRATOR</u>. The Administrator of Roswell, or his or her designee, for purposes of this Agreement.
- 1.5 <u>COMMUNITY WATER SYSTEM.</u> A public water system that supplies water to the same population year-round.
- 1.6 <u>DATE OF EXECUTION</u>. The date on which the last party to this Agreement executes this Agreement.

- 1.7 <u>DIRECTOR OF ENVIRONMENTAL / PUBLIC WORKS.</u> The Director of the Department of Environmental / Public Works of Roswell, or his or her designee, for purposes of this Agreement.
- 1.8 <u>DIRECTOR OF PUBLIC WORKS.</u> The Director of the Department of Public Works of Fulton County, or his or her designee, for purposes of this Agreement.
- 1.9 <u>EMERGENCY WATER CONDITION.</u> A shortage of potable water to meet the Essential Water Needs of the Requesting Party's customers that threatens their health, safety, and welfare.
- 1.10 <u>ESSENTIAL WATER NEEDS</u>. The minimum amount of water needed for residential and commercial means for food processing, drinking, toilet flushing, firefighting, hospital use, and critical asset use and a portion of the system's Non-Revenue Water.
- 1.11 <u>GOVERNING AUTHORITY.</u> As applicable, the City Council of Roswell, Georgia, or the Board of Commissioners of Fulton County, Georgia, or any replacement governmental body vested with the power to govern the respective jurisdiction under the laws of the State of Georgia.
- 1.12 <u>INTERCONNECTION</u>. A connection, consisting of meter(s), meter vault(s), valves, backflow preventer(s), backflow preventer vault(s), and piping between two water systems, in this case, between the public water systems of Roswell and Fulton.
- 1.13 MONTHLY OPERATING REPORT. Reports required for public water systems submitted monthly to the state regulatory agency, the Georgia Environmental Protection Division. Monthly Operating Reports include information about the finished water as well as the quantity of purchased water acquired from other public water systems.
- 1.14 NON-REVENUE WATER. Overall water losses, defined as the difference between volume

- of water produced or purchased and the volume of water that was billed to customers.
- 1.15 NORTH FULTON WATER DISTRIBUTION SYSTEM. The system distributing water to most of Fulton County north of the Chattahoochee River, including all of Alpharetta, Johns Creek, and Milton, as well as a majority of Roswell.
- 1.16 RATES. Rates shall be established on the basis of a utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish at least the following three rate categories: (1) retail rates billed to residential/commercial customers, (2) wholesale rates, inclusive of a capital component and operations and maintenance component based on no capital contribution to the System ("Capital/O&M"); and (3) wholesale rates, without a capital component and with operations and maintenance based on that customer's capital contribution to the System ("O&M"). Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Roswell in writing of the pending rate increase not less than ninety (90) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Roswell in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority, or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in cost-of-service studies, if any, shall be provided by Fulton to Roswell within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.
- 1.17 <u>WATER DISTRIBUTION SYSTEM.</u> The physical infrastructure consisting of the water mains, hydrants, valves, meters, fittings, facilities, and pump stations which transport potable water to customers.

1.18 WATER SERVICE AREA. The geographic area that receives drinking water from a givenCommunity Water System.

### ARTICLE 2.

### **INTERCONNECTIONS**

- 2.1 <u>CURRENT INTERCONNECTIONS.</u> There are currently seven (7) active Interconnections between the North Fulton Water Distribution System, as shown in EXHIBIT A, and Roswell's Water Service Area, as shown in EXHIBIT B.
- 2.2 NEW INTERCONNECTION PROPOSAL. Should Roswell determine that an Interconnection is necessary, Roswell shall make a proposal in writing to Fulton requesting an interconnection between the two systems. The request should describe the purpose of the interconnect, state whether it will be a general supply interconnection (normally open) or an emergency use interconnection (normally closed) and anticipate connection sizing and expected use amount. Within six (6) months of such a request, if both parties agree to the interconnection installation, the equipment to allow water to flow shall be installed. The current status of each existing interconnection is shown in EXHIBIT B.
- 2.3 <u>INTERCONNECTION COMPONENTS.</u> An interconnection shall consist of, at minimum, the following components: a meter, a meter vault box, a valve owned by Fulton upstream of the meter vault, a backflow preventer, and piping. The meter, the meter vault, and the piping and/or valves within three (3) feet of either side of the meter vault shall be owned by Fulton, and Fulton will be responsible for the maintenance of these components. Roswell shall install and own, at minimum, a backflow preventer and backflow preventer vault outside of three (3) feet of the meter vault and shall be responsible for those component's maintenance. All backflow preventers shall be tested at least annually by

- Roswell, and records of those tests shall be submitted to Fulton within thirty (30) days of their completion.
- 2.4 <u>INTERCONNECTIONS COSTS.</u> Costs for establishing interconnections as described above shall be borne by Roswell. The cost of dismantling interconnections shall be shared equally (50/50) between Roswell and Fulton.
- METERING. Fulton shall install a meter at the interconnection, and Fulton shall be responsible for maintaining, calibrating, and reading its meter at its own expense. Annually, or upon written notice by Roswell, Fulton shall inspect and test their meter. Testing shall occur within sixty (60) days of such a request. Copies of these inspections and tests shall be available within thirty (30) days of request. No meter shall be allowed to remain in service that has an error in excess of published American Water Works Association ("AWWA") Standards (or such succeeding standards) at the time of the testing. If a party requests a meter inspection in addition to the annual inspection, and the meter conforms to AWWA standards upon testing, the party requesting the inspection shall pay all inspection and testing costs. If the meter is not properly calibrated, the requesting party shall not be liable for the inspection and testing costs which shall be paid by the meter owner, and the meter owner shall immediately (a) restore the meter to an accurate condition or install a new meter, and (b) credit the requesting party for any overpayment based on the information available to the Parties' utility staffs.
- 2.6 <u>VALVE INSTALLATION AND EXERCISE</u>. All valves within three (3) feet of the meter vault box shall be owned and maintained by Fulton County. Any valves outside of three (3) feet of the meter vault box within the service area of Roswell shall be owned and maintained by Roswell. At each interconnection, valves installed will be capable of closing

off flow from one water system to another. Annually, or upon written notice by the other party, each shall exercise their valves. Copies of these results shall be made available upon request. Inoperable valves shall not be allowed to remain in service and must be replaced or repaired at the owner's expense.

- 2.7 <u>INTERCONNECTION STATUS CHANGE.</u> Should Roswell request that a normally closed (emergency use) interconnection be converted to a normally open (general supply) interconnection, it shall provide Fulton written notice with at least ninety (90) days prior to the requested change. If Fulton agrees that the change is necessary within the ninety (90) days, the Parties' utility staff will coordinate to make any necessary changes as applicable, including but not limited to opening valves, installing water mains, installing meters and meter vaults, and/or installing backflow preventers. If Fulton does not agree to the status change, Fulton will notify Roswell in writing within the same ninety (90) period. In no event will the status of an interconnection change without both Parties' approval.
- 2.8 WATER QUALITY. Fulton shall provide treated water to Roswell at the point or points of connection to the Interconnections. Treated water must meet the water quality requirements of all applicable regulatory agencies, including the U.S. Environmental Protection Agency and the Environmental Protection Division of the Georgia Department of Natural Resources. Further, if Roswell or Fulton proposes any change to their water treatment process that would affect the water quality chemistry of their finished water while this Agreement is in effect, notice shall be furnished to the other party at least ninety (90) days prior to the effective date of the proposed change.
- 2.9 <u>WATER CONSERVATION</u>. This Agreement shall be subject to all state and federal water conservation regulations. If the customers of Fulton are at any time under an outdoor water

use restriction while water is being supplied to Roswell, Roswell agrees to impose restrictions at least as strict as those imposed by Fulton. If Fulton requests a variance to any state mandated drought conservation procedures, Fulton will notify Roswell at least ten (10) days prior to submitting such request to the state regulatory authority.

2.10 <u>INTERCONNECTION BILLING.</u> Interconnections shall be billed at the Fulton's wholesale rate (inclusive of O&M/Capital), which is subject to the adjustments described in Article 1.16. Bills for flow through Interconnections will be sent to Roswell by the 10<sup>th</sup> of the month following the month they are assessed and will be included in the Monthly Operating Reports submitted by Roswell to EPD. Bills not paid within forty-five (45) days of receipt shall be assessed at the Applicable Rate of Interest described in Article 1.1.

### ARTICLE 3.

### **EMERGENCY USE OF INTERCONNECTIONS**

3.1 <u>DISRUPTION OF POTABLE WATER SUPPLY.</u> If Roswell experiences an Emergency Water Condition and desires to purchase Available Potable Water, Roswell shall notify appropriate Fulton staff by phone and in writing via email of the Emergency Water Condition and request Available Potable Water be transferred for a limited period. Fulton shall respond as soon as possible to the request by advising Roswell of the quantity of Available Potable Water.

In addition to the communication by staff described above, the Roswell Environmental / Public Works Director shall immediately notify the Fulton Director of Public Works when Emergency Water Conditions develop and request temporary water service from Fulton. Such notice shall include a description of the emergency and expected duration, if known. Notifications shall be made via phone call and email.

When Roswell experiences Emergency Water Conditions or other conditions that require (a) less than one (1) MG of water to be supplied through the Interconnection(s) or (b) require water for less than three (3) days to be supplied through the Interconnection(s), Available Potable Water can be immediately supplied without first receiving approval or response from Fulton's Director of Public Works, though notification is still required. Requests for Available Potable Water in excess one (1) MG, or for Emergency Water Conditions or other conditions expected to last for more than three (3) days require prior approval by Fulton before valves are opened and operated to transfer water from Fulton's distribution system to Roswell.

- 3.2 <u>UTILITY STAFF RESPONSIBILITIES.</u> In the event that water is needed by Roswell, staff from either Fulton or Roswell may operate the valves necessary to permit water to be sold from Fulton to Roswell. The staff from the Party that operates the valves to open the valves is responsible for returning all valves to the original position once the temporary water service event is completed. Only appropriate staff shall operate components of the interconnections, including valves.
- 3.3 RATE OF SUPPLY. Fulton shall not be required to transfer water to the Roswell in an amount that would violate any of its permits, nor shall Fulton be required to provide more than its Available Potable Water, and Fulton shall not be liable to Roswell or its customers for any interruptions in water service. Fulton shall be obligated to supply water pursuant to this Agreement only to the extent that doing so does not prejudice its ability to fulfill its obligations to its customers and other entities with whom it has contractual obligations.
- 3.4 <u>FORCE MAJEURE</u>. Roswell agrees that Fulton will provide Available Potable Water to Roswell continuously during an Emergency Water Condition, subject to the requirements

above, except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, natural disaster, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riots, acts or declarations of government or regulatory agencies other than Roswell or Fulton, or any other cause beyond the control of Fulton, shall not constitute a breach of this Agreement; and Fulton shall not be liable to Roswell or to its customers for any damage resulting from such unavoidable disruption of service.

### **ARTICLE 4.**

### FINANCE AND PAYMENT FOR SEWER COLLECTION

- 4.1.1 ROSWELL AS BILLING COLLECTION AGENT. Roswell agrees to act as a billing collection agent for sewer services on behalf of Fulton within Fulton's Service Area, as designated in Exhibit A. Roswell will receive a commission of 10% of the billed amount for this collection service, and Roswell shall deduct the total amount it receives for providing the collection service before making payments to Fulton pursuant to this Agreement. Each month Roswell will provide a report which shows, for that month: (a) what was billed; (b) what was collected; (c) how much Roswell received in commission; (d) how much was paid to Fulton; and (e) the date of payment to Fulton.
- 4.2 <u>METER INSTALLATION.</u> At the time of installation, metering equipment provided by Roswell will meet or exceed the industry standards set by the American Water Works Association ("AWWA") for measuring the quantity of water delivered. The City is responsible for the cost of installation of all meters, and associated appurtenances, serving customers in Roswell's Water Service Area and can directly bill the Roswell Water Service Area Customers for these services.

- 4.3 METER ACCURACY. Roswell agrees to inspect, test and, if necessary, repair or replace any non-fire water metering equipment serving Roswell Water Service Area Customers at least every three (3) to four (4) years for meters three (3) inches and over, beginning one (1) year after the effective date of this Agreement. Fulton will have the right to observe the calibration process, test the calibration equipment, and review the calibration records of Roswell upon written request, at Fulton's expense. A meter registering not more or less than 2% above or below 100% of actual flows will be deemed accurate for the purposes of this Agreement and the Parties' obligations under it. In addition, Roswell should have in place a meter replacement program for inaccurate and/or malfunctioning small (2 inches and less) meters based on evaluation of meter readings or test data and for the regular replacement of such meters every ten (10) to fifteen (15) years, or later if based on statistically significant meter test data.
- METER ESTIMATES. If any meter fails to measure or appears to have measured inaccurately for any billing period, the amount of water delivered during such billing period will be estimated in accordance with Roswell's then current policies and procedures. In the event that Roswell makes adjustments to Roswell Water Service Area Customers' billable water usage, Roswell will make a corresponding adjustment to the sewer services bill component. Adjustments may be made in the event of malfunctioning meters, leaks, and/or misreading of meters. Adjustments applicable to prior period billings will be deducted from current period payments of billed revenues.
- 4.5 <u>FAILURE TO PAY WHEN DUE.</u> In the event of a failure to pay any amount due under this Agreement, interest shall automatically accrue on the delinquent amount in accordance with Section 1.1, from the date such payment is due until full payment of

such delinquent amount and its accrued interest.

### ARTICLE 5.

### **PROVISIONS OF GENERAL APPLICATION**

- 5.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. Roswell and Fulton agree that the costs and damages resulting from a breach of the contractual rights to use the Interconnections up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy the Parties shall have the right to seek specific performance.
- 5.2 <u>SEVERABILITY.</u> In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 5.3 <u>WAIVER.</u> A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.
- 5.4 <u>TERM OF AGREEMENT.</u> This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same and shall continue in effect for fifteen (15) years with a five (5) year extension upon written notice prior to 90 days of term end date by either Party.
- 5.5 <u>PERIODIC REVIEW OF PROVISIONS.</u> The Parties shall hold periodic reviews, at least annually, of the provisions of this Agreement in order to provide for the changing needs of

both Parties, and to ensure the Interconnections meet all applicable state and federal requirements, as they may be promulgated or amended. The Parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other at any time during the term of this Agreement.

- 5.6 <u>RESOLUTION OF DISPUTES.</u> Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.
- 5.7 <u>DAMAGE OR DESTRUCTION OF FACILITIES</u>. In the event of damage or destruction by fire or other casualty of the Interconnection, Fulton shall, with reasonable diligence and dispatch, repair, or rebuild, or otherwise make provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to by the parties. Costs for the repair shall be borne by the owner of the components as described in Article 2.3.
- 5.8 <u>PERSONAL LIABILITY.</u> No elected official, director, officer, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereof.

- 5.9 <u>TIME OF ESSENCE</u>. Time is of the essence for all terms of this Agreement.
- 5.10 <u>HEADINGS</u>. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.
- 5.11 <u>ASSISTANCE</u>. Roswell and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operation of the Interconnection.
- 5.12 <u>NUMBER OF ORIGINAL DOCUMENTS.</u> It is agreed between the Parties that this Agreement shall be executed in two or more originals, each of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.
- 5.13 <u>ASSIGNMENT OF AGREEMENT.</u> This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any Party hereto except with the consent in writing of the other Party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a Party hereto of any obligation hereunder.
- 5.14 <u>INTERGOVERNMENTAL AGREEMENT.</u> The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.
- 5.15 <u>PRIOR AGREEMENTS.</u> This Agreement supersedes any and all previous agreements between Fulton and Roswell concerning the same subject matter as this Agreement.
- 5.16 <u>DEFAULT.</u> Failure of Roswell to pay Fulton any of the payments required under this Agreement when due or failure of either Party to comply with any covenant, term, or

obligation of this Agreement shall constitute a material default on the part of such Party. In any such event, and notwithstanding the requirements of Section 5.6, the non-defaulting Party may bring any suit, action, or proceeding in law or in equity, including but not limited to mandamus, injunction and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party.

5.17 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service, charges prepaid. All notices to Fulton shall be addressed as follows, unless otherwise directed in writing:

### **County Manager**

Fulton County Government Center 141 Pryor Street, Suite 10061 Atlanta, Georgia 30303

With a copy to:

### **Director, Fulton County Department of Public Works**

Fulton County Government Center 141 Pryor Street, Suite 6001 Atlanta, Georgia 30303

With a copy to:

### **Office of the County Attorney**

Attn: County Attorney Fulton County Government Center 141 Pryor Street, Suite 4038 Atlanta, Georgia 30303

All notices to City of Roswell shall be addressed as follows, unless otherwise directed in writing:

### Mayor

City of Roswell 38 Hill Street, Suite 215 Roswell, Georgia 30075 With a copy to the: **Director, Department of Environmental/Public Works**38 Hill Street, Suite 235
Roswell, Georgia 30075

With a copy to the: **City Administrator** 38 Hill Street, Suite 115 Roswell, Georgia 30075

IN WITNESS WHEREOF, the duly authorized officials of Roswell and Fulton have caused the name of Roswell and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto below:

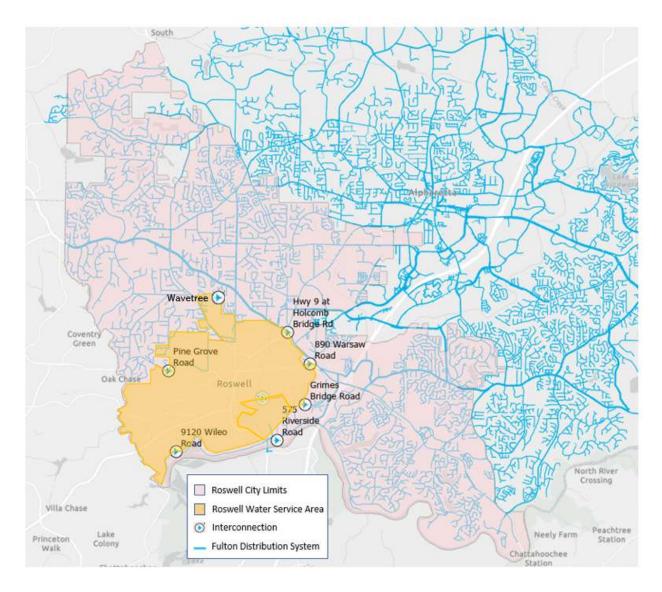
(Signatures on following pages)

| ATTESTED:                              | FULTON COUNTY, GEORGIA                           |
|--|--|
| Tonya R. Grier Clerk to the Commission | Robert L. Pitts, Chairman Board of Commissioners |
| APPROVED AS TO FORM:                   | APPROVED AS TO CONTENT:                          |
| Office of the County Attorney          | David Clark, Director Department of Public Works |

| ATTESTED:                    | CITY OF Roswell, GEORGIA                              |
|------------------------------|---|
| Nancy Long City Clerk        | AL)  Kurt M. Wilson  Mayor                            |
| APPROVED AS TO FORM:         | APPROVED AS TO CONTENT:                               |
| David Davidson City Attorney | Brian Watson Director of Environmental / Public Works |

### EXHIBIT A.

Map of Roswell and North Fulton's service areas and current inventory of interconnections, both normally closed and normally open.



### **EXHIBIT B**

Table detailing the interconnection locations between the City of Roswell water distribution system and the Fulton County water distribution system, as well as the typical valve status (open or closed) and the category of interconnection (general supply or emergency).

| Interconnection Name          | Address                 | Fulton<br>Size (in) | Roswell<br>Size (in) | Open/<br>Closed | General/<br>Emergency |
|-------------------------------|-------------------------|---------------------|----------------------|-----------------|-----------------------|
| Hwy 9 at Holcomb<br>Bridge Rd | 10489 Alpharetta<br>Hwy | 8                   | 8                    | Closed          | Emergency             |
| 92120 Willeo Road             | 9120 Willeo Rd          | 8                   | 8                    | Closed          | Emergency             |
| 575 Riverside Road            | 575 Riverside Rd        | 6                   | 8                    | Closed          | Emergency             |
| 890 Warsaw Road               | 890 Warsaw Rd           | 8                   | 8                    | Closed          | Emergency             |
| Grimes Bridge Road            | Grimes Bridge Rd        | 8                   | 8                    | Closed          | Emergency             |
| Pine Grove Road               | 800 Pine Grove Rd       | 8                   | 6                    | Closed          | Emergency             |
| Wavetree                      | 0 Wavetree Dr           | 8                   | 8                    | Closed          | Emergency             |