



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

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

Monday, June 23, 2025

7:00 PM

City Hall - Council Chambers

Welcome

Invocation/Moment of Silence - Reverend Charles W. Savage II, Pastor, Sardis Methodist Church

Pledge of Allegiance - Georgia Army National Guard Specialist E4 Andrew Claxton

Mayor's Report

- 1. Reading of a Proclamation for the Esteemed Veteran of Roswell Award to Georgia Army National Guard Specialist E4 Andrew Claxton.**
- 2. Upcoming Events in the City of Roswell.**

Consent Agenda

- 1. Approval of the June 9, 2025 Mayor and Council Meeting minutes.**
Mayor and Council
- 2. Approval for the Mayor and/or City Administrator to award a task order with Utility Asset Management Inc. for the Northmeadow Parkway Stormwater Pipe Lining Project in an amount not to exceed \$146,225**
Environmental/Public Works
- 3. Approval for the Mayor and/or City Administrator to award a Task Order with Gradeco Inc. for the Spring Creek Road Stormwater Construction Project in an Amount Not to Exceed \$205,504.**
Environmental/Public Works

Regular Agenda

- 1. Comprehensive Growth Plan 2045 - Public Hearing Project Kick-Off**
Presented by Michelle Alexander, Director of Community Development
- 2. Appeal of Revocation of Massage License for Heavenly Foot Massage located at 11680 Alpharetta Hwy, Suite 220, Roswell, Georgia 30076.**
Presented by James W. Conroy, Chief of Police & Senior Vice President
- 3. Approval to pursue a grant from the Federal Highway Administration (FHWA) from the Safe Streets and Roads for All (SS4A) program.**
Presented by Greg Nicolas, Interim Director of Transportation

City Attorney's Report

- 4. Approval of a Resolution Authorizing the City of Roswell to acquire approximately 24 acres of land located at 365 Hardscrabble Road in the amount of \$7.5 million.**
- 5. Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.**

Adjournment

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

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



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9900

MEETING DATE: June 23, 2025
DEPARTMENT: Mayor's Report
ITEM TYPE: Proclamation - Mayor's Report

Reading of a Proclamation for the Esteemed Veteran of Roswell Award to Georgia Army National Guard Specialist E4 Andrew Claxton.

Item Summary:

This Proclamation celebrates Georgia Army National Guard Specialist E4 Andrew Claxton's service to our great community of Roswell, to fellow service members and to our Country.

Presented by:

Mayor Kurt M. Wilson

**Specialist E4 Andrew Claxton
Esteemed Veteran of Roswell**



- WHEREAS,** Andrew Claxton answered the call to serve his country with courage, enlisting in the United States Marine Corps Reserve in 1998 the day after his high school graduation; and
- WHEREAS,** Andrew trained at Marine Corps Recruit Depot Parris Island, then completed Marine Combat Training at Camp Lejeune, Aircraft Crash Fire Rescue training at Goodfellow Air Force Base, and Basic Airborne Training at Fort Benning, Georgia before serving honorably from 1998 to 2002 as an Aircraft Crash Fire Rescue Specialist with the Marine Wing Support Squadron 472, achieving the rank of Lance Corporal; and
- WHEREAS,** Andrew transferred to the Georgia Army National Guard in 2002, where he served as an Airborne Infantryman (11B) with the 121st Infantry (Airborne), Long Range Surveillance, until 2004; and
- WHEREAS,** during his 2003 deployment to Iraq, Andrew participated in more than 350 tactical missions through hostile territories, including the “Sunni Triangle,” came under enemy fire and mortar attack, and played a critical role in ground reconnaissance and intelligence, supporting over 15 U.S. and allied military agencies; and
- WHEREAS,** his valor and service were recognized with numerous honors, including the National Defense Service Medal, Global War on Terrorism Medal, Armed Forces Reserve Medal with “M” Device, Combat Infantryman Badge, Parachutist Badge, Army Service Ribbon, and the Overseas Service Bar; and
- WHEREAS,** following his honorable discharge in 2004, Andrew continued serving his country in civilian capacities overseas under a Top Secret/SCI clearance with the Department of State, supporting U.S. missions in embassies and consulates throughout the Middle East from 2005 to 2010; and
- WHEREAS,** Andrew furthered his education by earning a Bachelor of Science in Political Science from Kennesaw State University and a Master of Professional Studies in Strategic Public Relations from George Washington University; and
- WHEREAS,** Andrew remains deeply involved in the Roswell community as a Court Appointed Special Advocate (CASA) for children in foster care, a troop leader for Trail Life USA Troop #0184, and an advocate for veteran mental health and well-being; and
- WHEREAS,** he currently serves as Manager of Professional Services at NICE CXone, leading a team of consultants and applying his strategic leadership to the global AI technology sector.

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

In witness whereof, I have hereunto set my hand and seal this 23trd day of June 2025.

MAYOR KURT M. WILSON



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # -9901

MEETING DATE: June 23, 2025
DEPARTMENT: Mayor's Report
ITEM TYPE: Events

Upcoming Events in the City of Roswell.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9902

MEETING DATE: June 23, 2025

DEPARTMENT: Mayor and Council

ITEM TYPE: Minutes

Approval of the June 9, 2025 Mayor and Council Meeting minutes.

Item Summary:

Approval of the June 9, 2025 Mayor and Council Meeting minutes.



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

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

Monday, June 9, 2025	7:00 PM	City Hall - Council Chambers
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Welcome

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

Invocation/Moment of Silence - Reverend Timothy Chukwudi Timothy, Lead Pastor Realms of Glory International Church

Pledge of Allegiance - United States Army Captain James Burnham

Mayor's Report

- 1. Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Captain James R. Burnham.**

This Proclamation celebrates United States Army Captain James R. Burnham's service to our great community of Roswell, to fellow service members and to our Country.

RESULT: PROCLAMATION READ

- 2. Swearing-in Ceremony - Roswell Fire Department Personnel**

Fifteen firefighters were promoted to the rank of Fire Apparatus Operator (FAO). These individuals earned this advancement through skill, service, and unwavering commitment to public safety.

**Adam Alexander
Bradley Auttelet
Dustin Bloom
Thomas Botts
Daniel Colburn
Maurice Gates
Nicholas Impellizzeri
Migues Jiminez**

Nick Leslie
Tim Pastore
Emmanuel Rios
Nathan Ricketts
Maxx Rogers
Christopher Smith
John Wayne Jr.

New Full-time Firefighter/Paramedics were welcomed. These new hires represent the Roswell Fire Department's continued efforts to recruit and retain driven, dedicated, and high-caliber individuals to serve our community with excellence.

Andrew Riley
Brandigayle Sadowski
Kyle Phillips
Coleton Stephens

3. **Upcoming Events in the City of Roswell.**

We've got a lineup of exciting events coming up in Roswell that you won't want to miss!

Join us this Friday, June 13, and get ready to relax under the stars with Music on the Hill at City Hall. The music starts at 7 PM, featuring Dock Rock Radio playing all your favorite soft rock hits from the '70s. Bring a blanket or lawn chair and enjoy a perfect Roswell evening!

The next week, on Thursday, June 19th, is our third Alive in Roswell. Join us beginning at 5 pm at the Heart of Roswell Park to celebrate Juneteenth with DJ Tron. Mayor Wilson and the council will be on hand to talk about the importance and celebration of this holiday.

And every Saturday at 8 AM, the Roswell Farmers & Artisans Market is the place to be right here at City Hall. It's the best in North Fulton, offering fresh produce, handmade goods, and local charm.

For details on these and all upcoming events, visit Roswell365.com-your go-to calendar for everything happening in our city! This is a community calendar for events hosted by the City, local non-profits, businesses, civic groups, and religious organizations hosting community events in Roswell.

Consent Agenda

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

1. **Approval of the May 27, 2025 Mayor and Council Meeting minutes.**
Administration
2. **Approval for the Mayor and/or City Administrator to authorize the sale of City owned right-of-way along Shallowford Road and Hightower Road.**
Transportation
3. **Approval of the City of Roswell’s Citywide Safety Action Plan and Approval of a Vision Zero Resolution to commit to an eventual goal of zero roadway fatalities and serious injuries in the City of Roswell.**
Transportation
Resolution No. 2025-06-19

Regular Agenda

4. **Approval of an Ordinance to amend Chapter 3 of the Code of Ordinances of the City of Roswell to permit and regulate special event facilities; to allow for wine to be brought into a special event facility under certain conditions and for other purposes. (Second Reading)**
Ordinance No. 2025-06-04

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]
MOVER:	G. Lee Hills, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland
EXCUSED:	Allen Sells

5. **Approval of an Ordinance to Amend Chapter 10 of the Code of Ordinances of the City of Roswell to permit and regulate short-term rentals and for other purposes. (Second Reading)**
Ordinance No. 2025-06-05

RESULT:	APPROVED ON SECOND READING [UNANIMOUS]
MOVER:	Sarah Beeson, Councilmember
SECONDER:	David Johnson, Councilmember
IN FAVOR:	Beeson, Hall, Hills, Johnson, Morthland
EXCUSED:	Allen Sells

Attachment: Minutes_M&C_060925 - DRAFT unapproved (M&C Minutes (6/9/25 Reg M&C))

City Attorney's Report

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

RESULT: NO CLOSURE

Adjournment

The meeting was adjourned at 7:49 PM

DRAFT



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9866

MEETING DATE: June 23, 2025

DEPARTMENT: Environmental/Public Works

ITEM TYPE: Task Order

Approval for the Mayor and/or City Administrator to award a task order with Utility Asset Management Inc. for the Northmeadow Parkway Stormwater Pipe Lining Project in an amount not to exceed \$146,225

Item Summary:

The purpose of this project is to restore approximately 300 linear feet of 72" corrugated metal pipe (CMP) and approximately 25 linear feet of 90" CMP using either Cured-In-Place Pipe (CIPP) or Structural Concrete methods. In addition, the project will repair the existing outfall to prevent further erosion. The failing pipes are located near the roadway.

The City of Roswell sent the scope of work to all stormwater pre-qualified contractors on May 15, 2025. The City received 4 responses which ranged from \$146,225 to \$198,250. The City chose the lowest bidder in the amount of \$146,225.

Staff recommends awarding the task order to Utility Asset Management in the amount of \$146,225, with a contingency of \$14,622 for unforeseen conditions, for a total budget authorization of \$160,847.

Committee or Staff Recommendation:

On June 10, 2025 the Public Safety and Public Works Committee recommended placing this Item on the June 23, 2025 Mayor and Council Agenda.

Financial Impact:

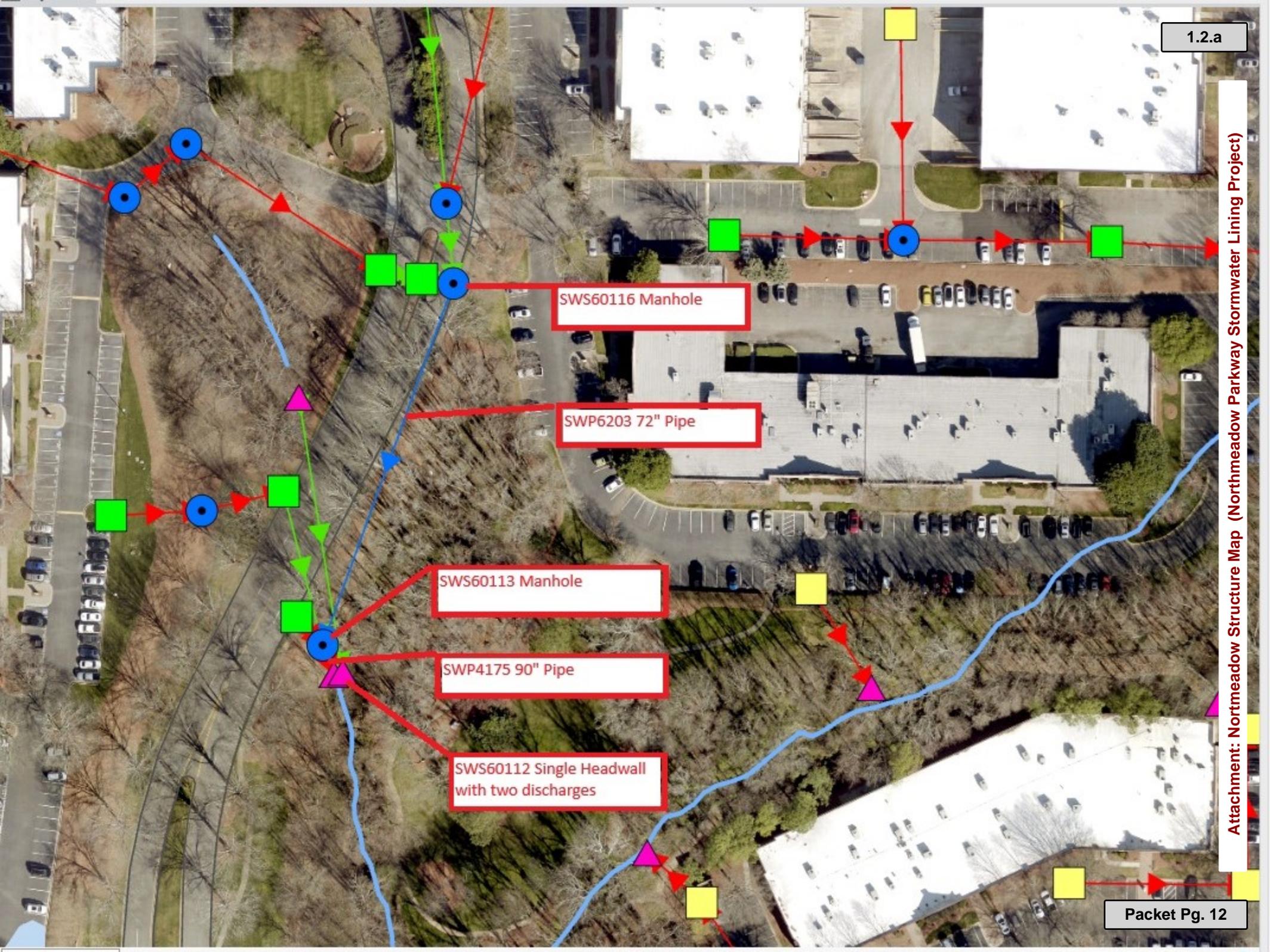
Funding in the amount of \$160,847 is available in the Stormwater Fund in Org - 50743200, Object - 541200, Project - 82016 (from Stormwater Master Project List) for stormwater construction projects.

Recommended Motion:

Motion to approve the Mayor and/or City Administrator awarding a task order with Utility Asset Management Inc. for the Northmeadow Parkway Stormwater Pipe Lining Project in an amount not to exceed \$146,225.

Presented by:

Brian Watson, P.E., Director of Environmental/Public Works



Attachment: Nortmeadow Structure Map (Northmeadow Parkway Stormwater Lining Project)



To: Brian Watson, Environmental/Public Works Director

Subject: Northmeadow Parkway Stormwater Lining Project

Date: May 30, 2025

Northmeadow Parkway Stormwater Lining Project

The Northmeadow Parkway Stormwater Lining Project was released on May 15, 2025, to the prequalified vendors from the Stormwater Request for qualifications (RFQ) listing, by the Environmental/Public Works Department.

The due date was Monday May 29, 2025, at 2:00 p.m. A total of four (4) prequalified vendors were emailed the solicitation.

Four (4) vendors named below submitted to The Northmeadow Parkway Stormwater Lining Project, two were deemed non-responsive.

The vendor Utility Asset Management is the awarded vendor based on being the lowest, most qualified, responsive, and responsible bidder.

Supplier	Date Submitted	Total Bid
Inliner Solutions	5/29/2025	Non-Responsive
Pro-Shot Concrete Inc.	5/29/2025	Non-Responsive
Federal EC, LLC	5/28/2025	\$198,250.00
Utility Asset Management	5/28/2025	\$146,225.00



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9865

MEETING DATE: June 23, 2025

DEPARTMENT: Environmental/Public Works

ITEM TYPE: Task Order

Approval for the Mayor and/or City Administrator to award a Task Order with Gradeco Inc. for the Spring Creek Road Stormwater Construction Project in an Amount Not to Exceed \$205,504.

Item Summary:

The purpose of this project is to replace failing 18" and 30" corrugated metal pipes (CMP), catch basins, junction boxes, and a headwall with 18" and 30" reinforced concrete pipe (RCP), new manholes, and a new outfall. The failing conveyance system is located within the roadway; however, the roadway will remain passable for residents during construction as this is a single-entry neighborhood.

The City of Roswell sent the scope of work to all stormwater pre-qualified contractors on May 14, 2025. The City received 4 bids which ranged from \$205,504 to \$271,550. The City chose the lowest bidder in the amount of \$205,504.

Staff recommends awarding the task order to GradeCo Inc in an amount of \$205,504, with a contingency of \$20,550 for unforeseen conditions, for a total budget authorization of \$226,054.

Committee or Staff Recommendation:

On June 10, 2025 the Public Safety and Public Works Committee recommended placing this Item on the June 23, 2025 Mayor and Council Agenda.

Financial Impact:

Funding in the amount of \$226,054 is available in the Stormwater Fund in Org - 50743200, Object - 541200, Project - 82016 (from Stormwater Master Project List) for stormwater construction projects.

Recommended Motion:

Motion to approve the Mayor and/or City Administrator awarding a Task Order with Gradeco Inc. for the Spring Creek Road Stormwater Construction Project in an Amount Not to Exceed \$205,504.

Presented by:

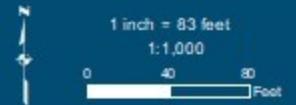
Brian Watson, P.E., Director of Environmental/Public Works

235 Spring Creek Road Pipe Rehab



Legend

- Site Area
- Stormwater Structures**
- Catch Basin
- ▲ Drop Inlet
- ▲ End of Pipe
- ▲ Flared End Section
- ◆ Flume
- ▲ Headwall
- Hooded Grate Inlet
- Junction Box
- Outlet Structure
- + Virtual Junction
- Yard Inlet
- Stormwater Pipe
- Base Map**
- ~ Stream
- Street
- + Tax Parcel

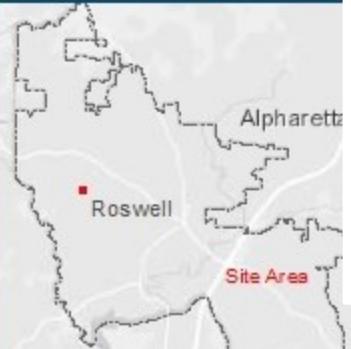


Created By: jwark Created On: 10/10/23 Updated On: 10/10/23
 MAINTENANCE UTILITY DIVISION Planning 235 Spring Creek Road 235 Map 010103

Sources: City of Roswell GIS (2021); Earl (2021);

The City of Roswell attempts to create, use, and maintain accurate spatial data. However, the City of Roswell does not warrant accuracy or currency of the data contained herein. All data provided "as is," with all faults, without warranty of any kind, expressed or implied, including, but not limited to, the fitness for a particular purpose or merchantability or fitness for a particular purpose.

Please Visit Roswell's Interactive GIS Map: www.roswellgis.com



Attachment: 235 Spring Creek Road Pipe Rehab (Spring Creek Road Stormwater



To: Brian Watson, Environmental/Public Works Director

Subject: Spring Creek Stormwater Construction Project

Date: May 30, 2025

Spring Creek Stormwater Construction Project

The Spring Creek Stormwater Construction Project was released on May 12, 2025, to the prequalified vendors from the Stormwater Request for qualifications (RFQ) listing, by the Environmental/Public Works Department.

The due date was Monday May 26, 2025, at 2:00 p.m. A total of four (4) prequalified vendors were emailed the solicitation.

Four (4) vendors named below submitted to The Spring Creek Stormwater Construction Project, two were deemed non-responsive.

The vendor GradeCo is the awarded vendor based on being the lowest, most qualified, responsive, and responsible bidder.

Supplier	Date Submitted	Total Bid
Site Engineering	5/26/2025	\$271,550.00
GS Construction Inc.	5/26/2025	Non-Responsive – Asked for Lump Sum
Chatfield Contracting Inc.	5/26/2025	Non-Responsive – Asked for Lump Sum
GradeCo Inc.	5/26/2025	\$205,504.00

Attachment: Department Memo (Spring Creek Road Stormwater Construction Project)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9893

MEETING DATE: June 23, 2025

DEPARTMENT: Community Development

ITEM TYPE: Public Hearing

Comprehensive Growth Plan 2045 - Public Hearing Project Kick-Off

Item Summary:

The Growth Plan will marry a detailed economic and land use development plan with the necessary adjustments to our existing capital, infrastructure and recreation investment plans. It will calibrate the Impact Fee/CIP program with Economic Development Strategy.

The Growth Plan will serve to meet the legal update requirements of our Comprehensive Plan, following State law.

Public Hearing #1: Informs public about the project. Per OCGA 110-12-1-.04 Procedures:

(a) First Required Public Hearing. A first public hearing must be held at the inception of the local planning process. The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process. Once public comments have been addressed, the community may begin the process of developing the plan.

Committee or Staff Recommendation:

Staff recommends the public hearing for input on the process.

Financial Impact:

N/A

Recommended Motion:

N/A

Presented by:

Michelle Alexander, Director of Community Development



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # -9905

MEETING DATE: June 23, 2025

DEPARTMENT: Police

ITEM TYPE: Appeal

Appeal of Revocation of Massage License for Heavenly Foot Massage located at 11680 Alpharetta Hwy, Suite 220, Roswell, Georgia 30076.

Item Summary:

This is an appeal of the revocation of a massage license for Heavenly Foot Massage located at 11680 Alpharetta Hwy, Suite 220, Roswell, Georgia 30076.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Recommended Motion:

Presented by:

James W. Conroy, Chief of Police



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9848

MEETING DATE: June 23, 2025

DEPARTMENT: Transportation

ITEM TYPE: Grant

Approval to pursue a grant from the Federal Highway Administration (FHWA) from the Safe Streets and Roads for All (SS4A) program.

Item Summary:

In late 2023 the City of Roswell was awarded a \$200,000 Safe Streets and Roads for All (SS4A) Grant from the U.S. Department of Transportation (USDOT) to complete a Citywide Safety Action Plan. Following approval of the Safety Action Plan, the City may apply for a SS4A Implementation grant to fund projects and strategies identified in the Safety Action Plan to address roadway safety issues.

Implementation grants range from \$2,500,000 to \$25,000,000 and require a 20% locally funded match. The city would need to provide \$500,000 to \$5,000,000 in the FY2026 budget for the local match.

Staff has identified three projects from the Safety Action Plan totaling \$10,000,000.00. Staff recommends pursuing an implementation grant in the amount of \$8,000,000.00 to fund two traffic calming projects and a sidewalk project as part of the Slow Down in Roswell initiative. The City's local match would be \$2,000,000.00.

Committee or Staff Recommendation:

On May 27 2025 the Community Development and Transportation Committee recommended placing this Item on the June 9, 2025 Mayor and Council Agenda.

Financial Impact:

This item requires a 20% local match, budget will be requested in FY2026.

Recommended Motion:

Motion to pursue a grant from the Federal Highway Administration (FHWA) from the Safe Streets and Roads for All (SS4A) program.

Presented by:

Greg Nicolas, Interim Director of Transportation



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 9907

MEETING DATE: June 23, 2025
DEPARTMENT: City Attorney's Report
ITEM TYPE: Purchase of Property

Approval of a Resolution Authorizing the City of Roswell to acquire approximately 24 acres of land located at 365 Hardscrabble Road in the amount of \$7.5 million.

Item Summary:

Authorization for the City of Roswell to acquire approximately 24 acres of land located at 365 Hardscrabble Road in the amount of \$7.5 million.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Recommended Motion:

Motion to approve a Resolution authorizing the City of Roswell to acquire approximately 24 acres of land located at 365 Hardscrabble Road in the amount of \$7.5 million.

Presented by:

David Davidson, Chief Legal Officer and City Attorney

STATE OF GEORGIA
COUNTY OF FULTON

June 23, 2025

RESOLUTION TO ACQUIRE CERTAIN PROPERTY
AT 365 HARDSCRABBLE ROAD

WHEREAS, the City of Roswell, a municipal corporation of the State of Georgia, has determined that it is in the public interest that the City acquires that certain parcel of land described as:

All that tract or parcel of land lying and being located in Land Lots 358 and 359 of the 1st District, 2nd Section, Fulton County, Georgia, and City of Roswell. Said tract containing approximately 23.541+/- acres and being more particularly described in that Purchase and Sales Agreement Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the owner has agreed to sell the property for Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) to the City of Roswell, Georgia; and

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

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

The Mayor or City Administrator with the City Attorney are authorized, on behalf of the City of Roswell, Georgia, to execute the contract and all other necessary documents to acquire the property and all improvements on the said property above described at a purchase price not to exceed \$7,500,000 plus taxes and normal and customary costs of closing provided necessary conditions for clear title are met. Said purchase may be financed or paid through any and all manners being in compliance with City, State and Federal law.

BE IT FURTHER RESOLVED, that all or a portion of this purchase may be funded with financing or bond proceeds and reimbursed by the same if so determined by the Mayor and City Council at a later date.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 23rd day of June, 2025.

Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk
(Seal)

PURCHASE AND SALE AGREEMENT

1. Purchase and Sale. Upon all the terms and conditions hereinafter set forth (hereinafter referred to as the "Agreement"), the undersigned **CITY OF ROSWELL, a Municipal Corporation of the State of Georgia and/or the ROSWELL PUBLIC FACILITIES AUTHORITY** (hereinafter referred to as "Purchaser"), agrees to purchase approximately 24 acres known as 365 Hardscrabble Road and as further described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "the Property"), from **THE ESTATE OF EDWIN SPRUILL** (hereinafter referred to as "Seller").

2. Purchase Price. The purchase price for the property shall be Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), payable at closing which shall occur within ninety (90) days from the effective date of this Purchase and Sale Agreement.

3. Warranty Deed. The Seller shall convey good and marketable title to the Property by Executor's Deed to Purchaser.

4. Earnest Money. Purchaser shall pay Trinity Title (hereinafter referred to as "Holder") the sum of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as "Earnest Money"). The Earnest Money is to be deposited in Holder's escrow/trust account, which account shall be in conformity with the investment policy of the City of Roswell and pursuant to said policy guaranteed by an equal amount of federally-backed securities of a type set forth in said policy. All parties agree that Holder, at Purchaser's request, may deposit the Earnest Money in an interest-bearing account, which account shall be set up under the investment policy of the City of Roswell as heretofore stated, and that all interest earned thereon together with any additional deposits made by Purchaser will be credited to Purchaser as "Additional Earnest Money". All references herein to Earnest Money shall be deemed to include both the Earnest Money and any Additional Earnest Money. The Earnest Money shall be returned to Purchaser at the time the exchange is made (hereinafter referred to as "Closing") or as otherwise provided herein. Prior to any disbursement by Holder other than at Closing, Holder shall notify the parties hereto of Holder's intent to disburse. In the event Holder has not received a written objection to such disbursement within ten (10) days after such notice, then such disbursement shall discharge Holder of any further duties and liabilities hereunder. In the event that any party disputes the proposed disbursement and Holder is unable to resolve the dispute, then Holder may tender the Earnest Money into a court which Holder deems to be of competent jurisdiction, which shall discharge Holder of all further duties and liabilities hereunder. If this Agreement is voided by Purchaser, for any reason permitted under the terms of this Agreement, Holder shall refund the Earnest Money to Purchaser, and no party hereto shall have any further rights, duties, liabilities, or obligations hereunder. Holder shall also be responsible for receiving, holding and paying all escrow funds in connection with the closing of this contract under the same terms and conditions stated above. Purchaser shall be responsible for any fees charged by Holder.

Attachment: Resolution to acquire certain property at 365 Hardscrabble Rd_062325 (Resolution - authorize purchase of approx 24 acres - 365

5. Enforceability. This contract shall not take effect until such time as a Resolution authorizing the execution of this contract has been passed by the City Council of the City of Roswell, Georgia, and so certified by the City Clerk and duly executed by the signatories so empowered. Once executed by Seller, this Contract shall be considered an irrevocable offer of sale and exchange for thirty (30) days from the date of execution by Seller in order to allow Purchaser to meet requirements for authorizing the Resolution for Purchaser to execute the Contract. Purchaser shall have thirty (30) days from Agreement execution date to obtain the Resolution and to notify Seller of Purchaser's election. If the Resolution has not been adopted and provided to Seller within the thirty day period, this Agreement shall be null and void.

6. Title. (a) Seller agrees to convey marketable and insurable fee simple title to the Property to the Purchaser by Executor's Deed, subject only to "Permitted Encumbrances," as hereinafter defined. As used herein, the term "Permitted Encumbrances" shall mean (i) ad valorem taxes for the year of closing of the purchase and sale provided for hereunder, (ii) zoning ordinances affecting the Property, and (iii) any matters listed as exceptions in Schedule "B" of the title insurance policy obtained by Purchaser with respect to the Property (but not including any standard exceptions), which matters are not objected to by Purchaser pursuant to the provisions of Paragraph (b), below, and (iv) any other matter Purchaser agrees to accept hereunder.

(b) Purchaser shall at its own cost order for delivery by Purchaser's attorney a title commitment for an owner's title insurance policy to be issued by Chicago Title Insurance Company or its equivalent in the amount of the purchase price, covering title to the Property and the improvements thereon. Such policy premium shall be at its regular rates on a standard ALTA policy form without exception except for Permitted Encumbrances. Such title commitment insured at regular rates by Chicago Title Insurance Company or equivalent, as required by this Agreement shall be evidence of good and marketable title as therein shown, subject only to zoning ordinances affecting said property and any matters shown by a final survey or map.

(c) Seller does hereby covenant and agree to use Seller's reasonable efforts to cure or remove, on or before the date of closing, all objections to title which Purchaser has notified Seller. Seller will notify Purchaser of which objections it intends to satisfy within ten (10) business days after receipt of written notice from Purchaser. Purchaser may elect to accept the Property subject to Defects which Seller will not satisfy, with the exception of any security deeds, which will be deemed Permitted Exceptions or decline to accept the property with such defects and terminate the agreement at which time Holder shall return the Earnest Money to Purchaser. Seller and Purchaser agree that such papers as may be necessary or appropriate to carry out the terms of this Agreement shall be produced, executed and delivered by such parties at the times required to fulfill the terms and conditions of the Contract.

7. Inspection. Purchaser, its agents or representatives, at Purchaser's expense and at all times before Closing, shall have the right to enter the Property for the purpose of inspecting, examining, testing, and surveying the Property. In addition, Purchaser shall have the right to

enter the Property through its agents, employees, and contractors to conduct environmental assessments and to examine the property for contaminants and complete environmental testing to the extent necessary to meet the requirements of O.C.G.A. §36-80-18. Purchaser shall indemnify and hold Seller harmless from all damages to the property caused by Purchaser's inspections and testing. This indemnity shall survive the termination of the Agreement.

In the event contamination is found, Purchaser shall deliver a notice to Seller in which Purchaser elects, with respect to such Contamination either (i) to accept the Property subject to the Contamination with no changes in the terms of this Agreement, or (ii) to decline to accept the Property subject to the Contamination, in which event this Agreement shall terminate and the Earnest Money shall immediately be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder.

8. Condition of Property and Destruction. The Property shall be in the condition at closing which exists at the signing of this contract, less normal wear and tear. The improvements are purchased "as is, where is", as of the date of Closing. (See Special Stipulations, which control)

9. Closing. The date of Closing shall be prior to or on the 90th day from the date of the Resolution signed by the Mayor and Council of the City of Roswell authorizing the execution of this Agreement (the "Closing Date"). The Closing shall be on a date designated by Purchaser and may be conducted on-line. At Closing, Seller shall pay the cost of recording the executor's deed. Ad valorem taxes shall be paid for the year 2025 by the purchaser. All other items of income and expense in connection with the operation of the Property, if any, shall be paid by Seller. Purchaser shall take possession of the Property on the date the deed is transferred, at which time Risk of Loss shall pass. Each party shall pay its respective attorney fees. Purchaser shall pay all closing costs associated with the sale, and Georgia Transfer Tax, if applicable.

10. Default. Purchaser and Seller acknowledge that it would be difficult to ascertain precisely the actual damages suffered by Seller as a result of any default by Purchaser and agree that such liquidated damages are a reasonable estimate thereof. In the event of Purchaser's default, Seller being ready, willing, and able to perform all obligations imposed upon Seller hereby, Seller shall, as Seller's sole and exclusive remedy hereunder, be entitled to payment of all Earnest Money received hereunder as sole liquidated damages. In the event of Seller's default, Purchaser will have shall have the right to pursue an action for specific performance of this Agreement. In the event the remedy of specific performance is not available due to the actions of Seller, Purchaser shall have all rights and remedies allowed by law.

11. Notices. Whenever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person, or transmitted by facsimile communication or sent by U.S. Registered or Certified Mail, Return Receipt Requested, postage prepaid, or by Federal Express, Express Mail, or other reputable overnight delivery service, to the addresses set forth below or at such other addresses as are specified by written notice delivered in accordance herewith: Notices shall be effective on the date they are received, or refused.

SELLER: Estate of Edwin Spruill, deceased
 Joel Webb, Executor
 2971 Priest Circle
 Gainesville, Georgia 30507
 Telephone: 404-408-5447
joelctractor@yahoo.com

WITH A COPY TO W. Courtney LaFon, Esq.
 LaFon & Hall
 1301 Bombay Lane
 Roswell, Georgia 30076
 Telephone 770-360-7000
lafonlaw@gmail.com

WITH A COPY TO Donald A. Rolader, Esq.
 Rolader & Rolader, P.C.
 200 Foothills Pkwy (USPS Address PO Box 277)
 Marble Hill, Georgia 30148
 Telephone 770-442-0330
don@roladerandrolader.com

PURCHASER: City of Roswell, Georgia
 Attn: David Davidson, City Attorney
 Roswell City Hall
 38 Hill Street
 Roswell, Georgia 30075
 Telephone: 770-594-6185
ddavidson@roswellgov.com

12. Time of the Essence. Time is of the essence in this Agreement.

13. Miscellaneous. This Agreement constitutes the sole and entire agreement between the parties relating to the sale and purchase of the Property, and supersedes all prior agreements and representations with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. The headings at the beginning of each Section are for clarification purposes only and are not intended to alter the context of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.

14. Special Stipulations. Notwithstanding any of the foregoing, the following Special

Stipulations, if in conflict with any portion of the foregoing, shall control:

Seller shall have thirty (30) days after closing to remove any personal property. Any personal property remaining after such date shall belong to the Purchaser at no cost.

Seller shall not be required to correct any defects or deficiencies with the property itself or improvements. Such items shall be sold "as is, where is."

After execution of this Purchase and Sale Agreement, Buyer shall maintain yard and surrounding fields provided Seller provides a right of entry and hold harmless agreement for such maintenance activities.

The portion of the Property used as a park shall be named The Edwin and Nelda Spruill Park.

15. The terms and conditions of this Agreement shall survive the closing for a period of one year and then terminate, except for the warranty of title, the Purchaser indemnity and the agreement to name the park, which shall survive in perpetuity.

Agreed and accepted this _____ day
of _____, 2025.

SELLER:

JOEL WEBB, EXECUTOR OF
THE ESTATE OF EDWIN SPRUILL

By: _____
_____, Executor

Agreed and accepted this _____ day
of _____, 2025.

PURCHASER:

CITY OF ROSWELL

By: _____
KURT M. WILSON
Mayor

Assent: _____
City Clerk

Attachment: Resolution to acquire certain property at 365 Hardscrabble Rd_062325 (Resolution - authorize purchase of approx 24 acres - 365

"EXHIBIT A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in land lots 358 & 359 of the 1st district, 2nd section of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a 1-inch metal bar located at the corner common to Land Lots 358, 359, 360 & 361, and running thence South 00 degrees 43 minutes 04 seconds West along the line dividing land lots 358 & 361 742.59 feet to an iron pin found. Thence leaving said common land lot line and running thence North 88 degrees 53 minutes 07 seconds West along the north line of property now or formerly owned by Georgia Municipal Association 1275.90 feet to a point on the southeasterly right of way of Chaffin Road (variable right of way). Running thence generally northeasterly along the southeasterly right of way of Chaffin Road the following courses and distances: Northeasterly an arc distance of 41.24 feet, said arc being subtended by a chord bearing North 02 degrees 23 minutes 12 seconds East 41.24 feet and having a radius of 3670.00 feet; North 02 degrees 42 minutes 31 seconds East 31.77 feet to a point; North 87 degrees 17 minutes 28 seconds West 5.00 feet to a point; Northeasterly an arc distance of 123.57 feet, said arc being subtended by a chord bearing North 10 degrees 27 minutes 18 seconds East 123.19 feet, and having a radius of 457.00 feet; North 18 degrees 12 minutes 04 seconds East 114.90 feet to a right of way monument found; Northeasterly an arc distance of 109.25 feet, said arc being subtended by a chord bearing North 13 degrees 25 minutes 23 seconds East 109.12 feet, having a radius of 655.00 feet; South 81 degrees 21 minutes 18 seconds East 5.00 feet to a point; Northeasterly an arc distance of 38.70 feet, said arc being subtended by a chord bearing North 06 degrees 57 minutes 55 seconds East 38.69 feet and having a radius of 660 feet; North 05 degrees 17 minutes 08 seconds East 4.79 feet to a point; Northeasterly an arc distance of 117.36 feet, said arc being subtended by a chord bearing North 22 degrees 05 minutes 47 seconds East 115.68 feet and a radius of 200.00 feet. Thence along the southeasterly right of way of Hardscrabble Road (variable right of way) the following courses and distances: North 38 degrees 54 minutes 03 seconds East 84.17 feet to a point; Northeasterly an arc distance of 105.08 feet, said arc being subtended by a chord bearing North 46 degrees 25 minutes 43 seconds East 104.78 feet and having a radius of 400.00 feet; North 46 degrees 05 minutes 21 seconds West 26.74 feet to a point; North 57 degrees 49 minutes 32 seconds East 7.51 feet to a point; Northeasterly an arc distance of 15.13 feet, said arc being subtended by a chord bearing North 53 degrees 57 minutes 42 seconds East 15.12 feet and having a radius of 112.00 feet; North 50 degrees 05 minutes 41 seconds East 27.40 feet to a point; Northeasterly an arc distance of 55.48 feet, said arc being subtended by a chord bearing North 53 degrees 19 minutes 42 seconds East 55.45 feet and having a radius of 491.50 feet; Northeasterly an arc distance of 321.97 feet, said arc being subtended by a chord bearing North 72 degrees 26 minutes 10 seconds

Deed Book 68901 Page 354
CHÉ ALEXANDER
Clerk of Superior Court

East 321.22 feet and having a radius of 1361.16 feet; North 79 degrees 05 minutes 37 seconds East 94.90 feet to a point; South 31 degrees 11 minutes 17 seconds East 32.73 feet to a point; North 58 degrees 48 minutes 40 seconds East 20.00 feet to a point; North 31 degrees 11 minutes 27 seconds West 25.34 feet to a point; North 79 degrees 05 minutes 37 seconds East 374.35 feet to an iron pin found. Thence leaving the right of way of Hardscrabble Road and running thence South 00 degrees 08 minutes 54 seconds East 81.01 feet to a CTP; running thence South 44 degrees 36 minutes 52 seconds East 238.97 feet to a 1 inch metal bar at the point of beginning.

Being a tract of 23.541 acres as shown on Boundary Survey for Edwin Spruill by Gunnin Land Surveying dated September 16, 2019.

EXHIBIT "B"Permitted Exceptions

Exceptions in Schedule "B" of title insurance policy to be provided within 30 days of signing of this Agreement.

**City of Roswell****Mayor and Council****AGENDA ITEM REPORT****ID # - 9903**

MEETING DATE: June 23, 2025
DEPARTMENT: City Attorney's Report
ITEM TYPE: Closure

Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.**Item Summary:**

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

Presented by:

David Davidson, City Attorney