



**City of Roswell
Meeting Agenda
Mayor and Council
Special Called Meeting**

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

Thursday, December 18, 2025	7:00 PM	City Hall - Council Chambers
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Welcome

Roll Call

Invocation/Moment of Silence - Dorie Griggs, Roswell Police Department Chaplain

Pledge of Allegiance - United States Marine Corps Corporal Doug Smith

Mayor's Report

- 1. #10230 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Marine Corps Corporal Doug Smith.**
- 2. #10227 Approval of a Planning Commission (PC) appointment - Robert Mayer**
- 3. #10220 Oath of Office - Robert Mayer (PC).**
- 4. #10225 Public Comment from Roswell Businesses.**
- 5. #10226 Roswell Results Update.**

Consent Agenda

- 1. #10221 Approval of the minutes of the December 8, 2025 Special Called Mayor and Council meeting and December 8, 2025 Regular Mayor and Council meeting.**
- 2. #10093 Approval of the 2026 Calendar of Mayor and Council and Committee Meetings.**

Presented by Randy Knighton, City Administrator

3. **#10215 Approval of a resolution establishing charges for Alcohol Resident Wholesaler to update the license fee to give the option to Resident Wholesalers to break out a fee schedule to determine which type of alcohol they wish to distribute.**
Presented by Joseph Cusack, Assistant City Attorney
4. **#10195 Approval to perform right-of-way acquisition services and to accept right-of-way options for the Cox Road Intersections TSPLOST project in an amount not to exceed \$100,000.00.**
Presented by Greg Nicolas, Deputy Director of Transportation
5. **#10194 Approval to perform right-of-way acquisition services and to accept right-of-way options for the Etris Road Multi-use Trail Bond project in an amount not to exceed \$152,400.00.**
Presented by Greg Nicolas, Deputy Director of Transportation
6. **#10189 Approval of a resolution to submit a Local Maintenance & Improvement Grant (LMIG) project list for FY2026 to the Georgia Department of Transportation (GDOT) and to accept the LMIG funds for \$1,136,436.22 from GDOT**
Presented by Greg Nicolas, Deputy Director of Transportation

Regular Agenda

1. **#10180 Approval to accept the FY2026 Road Resurfacing List.**
Presented by Greg Nicolas, Deputy Director of Transportation
2. **#10224 Approval to File for Condemnation on Parcel #'s 2, 3, 5, 7, and 23 of the Riverside Road TSPLOST Project.**
Presented by Greg Nicolas, Deputy Director of Transportation
3. **#10202 Approval of a Supplemental Resolution of the Mayor and Council of the City of Roswell, Georgia and Downtown Development Authority of the City of Roswell, Georgia, approving the final terms of the Downtown Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2025 and other related matters.**
Presented by Joseph Cusack, Assistant City Attorney
4. **#10223 Approval of the Architectural Design of the Townhome Development in the Hill Street Overlay District (HSOD) Area A.**
Presented by Michelle Alexander, Director of Community Development
5. **#10148 Approval of a Memorandum of Understanding for the Mansell Overlook property.**
Presented by Jeffrey Leatherman, Deputy City Administrator & Senior Vice President

6. **#10228 Approval of a Memorandum of Understanding (MOU) for the proposed West Alley Development.**
Presented by Jeffrey Leatherman, Deputy City Administrator & Senior Vice President
7. **#10229 Approval of a Non-Binding Letter of Intent (LOI) Between the City of Roswell and The SPOT, Bratislava, Slovakia.**
Presented by Jeffrey Leatherman, Deputy City Administrator & Senior Vice President

City Attorney's Report

8. **#10218 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.**

Adjournment

PUBLIC COMMENT PROTOCOL:

- To address Mayor and Council on an Agenda Item, complete a Comment Card and submit to the City Clerk.
- Comments by individual speakers are limited to five minutes per item. (*Exemptions to the time limit are zoning applicants, appeals, and semi-judicial matters before Mayor and Council.*) Comments should only be made on the agenda item under consideration.
- Documents, pictures or presentation materials for distribution to the Mayor and Council must be submitted to the City Clerk by noon on Monday prior to the meeting. Email to citizendocuments@roswellgov.com or drop off at City Hall.

RULES OF DECORUM FOR ALL MEETINGS (City of Roswell Code of Ordinances Section 2.1.6):

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. Members of the audience will respect the rights of others and will not create noise or other disturbances that disrupt or disturb persons who are addressing the Mayor & Council who are speaking or otherwise impede the orderly conduct of the meeting. Violations may result in the violator being removed from the premises.



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10230

MEETING DATE: December 18, 2025
DEPARTMENT: Mayor's Report
ITEM TYPE: Proclamation - Mayor's Report

Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Marine Corps Corporal Doug Smith.

Item Summary:

This Proclamation honors United States Marine Corps Corporal Dough Smith' service to this Nation, to fellow service members and to the community of Roswell.

Presented by:

Mayor Kurt M. Wilson

Corporal Doug Smith
Esteemed Veteran of Roswell



WHEREAS, Doug Smith honorably answered the call to serve his country by enlisting in the United States Marine Corps in December of 1996 at the age of 24, committing himself to the highest traditions of military service, discipline, and leadership; and

WHEREAS, during recruit training at Marine Corps Recruit Depot Parris Island, South Carolina, in the winter of 1997, Doug Smith distinguished himself through exemplary leadership and dedication, serving as the GUIDE of Platoon 2024 and earning a meritorious promotion—an early testament to his character and commitment to excellence; and

WHEREAS, following boot camp, Doug Smith completed advanced training as a Heavy Equipment Operator at Fort Leonard Wood, Missouri, mastering multiple complex pieces of equipment, and later continued specialized training at Camp Lejeune, North Carolina, where he was assigned to Landing Support Equipment Company, 2nd Landing Support Battalion, 2nd Force Service Support Group; and

WHEREAS, while stationed at Camp Lejeune, Corporal Smith was trained to operate cranes and container handlers, earned the Navy Achievement Medal for his outstanding performance, and was entrusted with the role of Licensing Non-Commissioned Officer, responsible for training and certifying fellow Marines in the safe and effective operation of critical heavy equipment; and

WHEREAS, Doug Smith honorably concluded his active-duty service in the early winter of 2000 with the rank of Corporal, continued his service in the Marine Corps Reserve for four additional years, and was recalled in 2002 and placed on standby in support of Operation Iraqi Freedom until the completion of his reserve obligation in 2004; and

WHEREAS, following his military service, Doug Smith has remained steadfast in his commitment to service through active involvement in the Roswell community, including leadership and service through Eden Lodge No. 46 and Al Tariq Temple No. 245, and through nearly 25 years of dedicated employment with the City of Roswell Recreation and Parks Department, where he continues to serve residents with professionalism and pride; and

WHEREAS, the Mayor and citizens of the City of Roswell are deeply grateful for Doug Smith's honorable military service, continued civic engagement, and lifelong commitment to serving others;

NOW THEREFORE, I, Kurt M. Wilson, Mayor of the City of Roswell, do hereby name Doug Smith, 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 18th day of December, 2025.

MAYOR KURT M. WILSON



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10227

MEETING DATE: December 18, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Appointment

Approval of a Planning Commission (PC) appointment - Robert Mayer

Item Summary:

Approval of the appointment of Robert Mayer to the Planning Commission (PC) for a 3-year term that begins August 26, 2025 and ends August 26, 2028.

Committee or Staff Recommendation:

N/A

Financial Impact:

N/A

Recommended Motion:

Motion to approve the appointment of Robert Mayer to the Planning Commission.

Presented by:

Mayor Kurt M. Wilson



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10220

MEETING DATE: December 18, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Swearing In

Oath of Office - Robert Mayer (PC).

Item Summary:

Oath of Office.

Presented by:

Mayor Kurt M. Wilson



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10225

MEETING DATE: December 18, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Comment

Public Comment from Roswell Businesses.



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10226

MEETING DATE: December 18, 2025

DEPARTMENT: Mayor's Report

ITEM TYPE: Update

Roswell Results Update.



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10221

MEETING DATE: December 18, 2025

DEPARTMENT: Administration

ITEM TYPE: Approval

Approval of the minutes of the December 8, 2025 Special Called Mayor and Council meeting and December 8, 2025 Regular Mayor and Council meeting.

Item Summary:

Approval of the minutes of the December 8, 2025 Special Called Mayor and Council meeting and December 8, 2025 Regular Mayor and Council meeting.



**City of Roswell
Meeting Minutes
Mayor and Council
Special Called Meeting**

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

Monday, December 8, 2025	5:00 PM	City Hall - Council Chambers
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Welcome

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

City Attorney's Report

1. #10209 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

Councilmember Sarah Beeson was present for Closure.

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

Adjournment

The meeting was adjourned at 5:08 PM



**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, December 8, 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: Excused, Councilmember David Johnson: Present, Councilmember William Morthland: Present, Councilmember Allen Sells: Present.

Invocation/Moment of Silence - Steve Green, Elder - Roswell Church of Christ

Pledge of Allegiance - United States Army Personnel Specialist Jeff Hamling

Mayor's Report

1. **#10204 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Army Personnel Specialist (E-5) Jeff Hamling.**

This Proclamation honors United States Army Personnel Specialist (E-5) Jeff Hamling's service to this Nation, to fellow service members and to the community of Roswell.

RESULT:	PROCLAMATION READ
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2. **#10174 Reading of a Proclamation for the Esteemed Roswell Public Safety Employee Award to Sergeant Omar Braik as 2024 Supervisor of the Year.**

This Proclamation celebrates Sergeant Omar Braik as the Roswell Police Department 2024 Supervisor of the Year for his service to this community.

RESULT:	PROCLAMATION READ
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3. **#10216 Approval of a Planning Commission (PC) re-appointment Carol Williams.**

RESULT: APPROVED [4 TO 1]
MOVER: Allen Sells, Councilmember
SECONDER: Christine Hall, Councilmember
IN FAVOR: Christine Hall, David Johnson, William Morthland, Allen Sells
OPPOSED: Sarah Beeson
EXCUSED: G. Lee Hills

4. **#10217 Oath of Office - Carol Williams (Planning Commission).**

RESULT: OATH OF OFFICE READ

5. **#10207 Public Comment from Roswell Businesses.**

RESULT: PUBLIC COMMENT HEARD

6. **#10206 Roswell Results Update.**

The Roswell Results Update was presented by Councilmembers Christine Hall and Sarah Beeson.

Consent Agenda

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

1. **#10203 Approval of the minutes of the November 24, 2025 Special Called Mayor and Council Meeting and the November 24, 2025 regular Mayor and Council meeting.**

Regular Agenda

1. **#10191 Approval of a resolution to adopt the FY 2025 End of Year Budget Amendment and adopt all budget amendments for FY 2025.**

Resolution No. 2025-12-41

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

2. **#10210 Approval to Execute the Purchase and Sale Agreement for the Conveyance of 1340 Woodstock Road (Bowen and 92).**

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

3. **#10212 Approval of a Ground Lease Agreement Between Fulton County and the City of Roswell and authorize the Mayor or City Administrator to execute a final agreement in substantial accordance with the agreement attached to this agenda item.**

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

4. **#9911 Approval for the Mayor or City Administrator to award a contract to MAPP for the Riverside Park Construction project in an amount of \$12,299,307.81 and project budget authorization of \$13,841,186.80.**

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

5. **#10193 Approval of a Resolution of the Roswell City Council Consenting to the Expansion of the North Fulton Community Improvement District d/b/a True North 400.**

Resolution No. 2025-12-42

RESULT: APPROVED [4 TO 0]
MOVER: William Morthland, Councilmember
SECONDER: Allen Sells, Councilmember
IN FAVOR: Sarah Beeson, Christine Hall, William Morthland, Allen Sells
EXCUSED: G. Lee Hills
RECUSED: David Johnson

6. #10190 Approval to perform right-of-way acquisition services and to accept right-of-way options for the Big Creek Parkway Phase II TSPLOST project in an amount not to exceed \$21,600,000.00.

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

City Attorney's Report

7. #10205 Recommendation for Closure to Discuss Personnel, Litigation and Real Estate.

RESULT:	NO CLOSURE
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Adjournment

The meeting was adjourned at 9:30 PM.



City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10093

MEETING DATE: December 18, 2025

DEPARTMENT: Administration

ITEM TYPE: Approval

Approval of the 2026 Calendar of Mayor and Council and Committee Meetings.

Item Summary:

Staff has reviewed the 2026 calendar and is requesting guidance on proposed changes to the following meeting dates that conflict with City holidays as follows:

May 2026:

Move the regularly scheduled Mayor and Council meeting from Monday, May 25, 2026 (Memorial Day) to Tuesday, May 26, 2026. Committee meeting is also on that Tuesday beginning at 5:00 p.m. The Mayor and Council meeting would begin immediately following the Committee meeting.

October 2026:

Move the regularly scheduled Mayor and Council meeting from Monday, October 12, 2026 (Columbus Day) to Tuesday, October 13, 2026. Committee meeting is also on that Tuesday beginning at 5:00 pm. The Mayor and Council meeting would begin immediately following the Committee meeting.

Although Columbus Day is not a City holiday, from 2019 to 2025 Mayor and Council approved moving the Mayor and Council meeting to Tuesday.

December 2026:

Regarding the regularly scheduled Mayor and Council meeting on Monday, December 28, 2026, and the Committee meeting on December 29, 2026.

From 2022 to 2025, Mayor and Council cancelled the regularly scheduled 4th Monday Mayor and Council meeting and Committee meeting.

Committee or Staff Recommendation:

On December 9, 2025 the Committees of Council recommended placing this Item on the December 17, 2025 Mayor and Council Agenda.

Agenda Item (ID # 10093)**Financial Impact:**

N/A

Recommended Motion:

Motion to approve the 2026 Calendar of Mayor and Council and Committee Meetings.

Presented by:

Randy Knighton, Chief Administrative Officer and City Administrator

2026 Mayor & Council and Committee Meetings Calendar

Jan				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1/1 & 1/2 - New Years
1/19 - MLK holiday

Feb				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

2/16- President's Day holiday

Mar				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

3/30 - Open Forum

Apr				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

4/3 - Spring Day Holiday

May				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	*26	27	28	29

5/25 - Memorial Day holiday

*5/26 M&C Meeting immediately following committee meeting that begins at 5:00PM. (Moved from 5/25 due to Memorial Day)

June				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

6/29 - Open Forum

July				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

7/3 - Independence Day observed

Aug				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

8/31 - Open Forum

Sept				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

9/7 - Labor Day holiday

Oct				
M	T	W	T	F
			1	2
5	6	7	8	9
*12	**13	14	15	16
19	20	21	22	23
26	27	28	29	30

*10/12 - Columbus Day (not a City Holiday)

**10/13 M&C Meeting - moved from 10/12 (due to Columbus Day) to 10/13 immediately following committee meeting that begins at 5:00PM

Nov				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

11/11 - Veterans Day Holiday

11/26 & 11/27 - Thanksgiving Holiday

11/30 - Open Forum

Dec				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

12/24 & 12/25 Christmas Holidays

No M&C or Committee during holiday week

	Mayor & Council Meeting - 7:00 PM - Council Chambers
	Committee Meeting (ALL COMMITTEES) - 5:00 PM - Room 220
	Holiday

Attachment: Council Committee Calendar 2026_DRAFT_rev. (Mayor and Council and Committee

**City of Roswell****Mayor and Council
Special Called****AGENDA ITEM REPORT****ID # - 10215****MEETING DATE: December 18, 2025****DEPARTMENT: Does Not Apply****ITEM TYPE: Agenda Vote**

Approval of a resolution establishing charges for Alcohol Resident Wholesaler to update the license fee to give the option to Resident Wholesalers to break out a fee schedule to determine which type of alcohol they wish to distribute.

Item Summary:

The Mayor and City Council of the City of Roswell adopted charges related to the sale of alcoholic beverages on September 15, 2008 and wish to update the license fee related to a Resident Wholesaler. The Resident Wholesalers typically have an option to decide whether to wholesale beer or wine or distilled spirits and pay for the specific type of alcohol they distribute. This gives the option to Resident Wholesalers to break out a fee schedule to determine which type of alcohol they wish to distribute. Therefore, be it resolved by the Mayor and Council of the City of Roswell that the following fees shall apply to Resident Wholesalers for calendar year 2026:

1. Wine - \$500.00
2. Beer - \$500.00
3. Distilled Spirits - \$2,000.00

Nothing in the Resolution shall limit a Resident Wholesaler from distributing any combination of beer, wine, and distilled spirits.

Committee or Staff Recommendation:

On December 9, 2025, the Committees of Council recommended placing this Item on the December 17, 2025 Mayor and Council Agenda.

Financial Impact:

N/A

Recommended Motion:

Agenda Item (ID # 10215)

Motion to approve a resolution establishing charges for Alcohol Resident Wholesaler to update the license fee to give the option to Resident Wholesalers to break out a fee schedule to determine which type of alcohol they wish to distribute.

Presented by:

Joseph Cusack, Assistant City Attorney

STATE OF GEORGIA
COUNTY OF FULTON

December 8, 2025

RESOLUTION ESTABLISHING CHARGES FOR ALCOHOL RESIDENT WHOLESALER

WHEREAS, the Mayor and City Council of the City of Roswell adopted charges related to the sale of alcoholic beverages on September 15, 2008; and

WHEREAS, the Mayor and City Council wish to update the license fee related to a Resident Wholesaler; and

WHEREAS, Resident Wholesalers typically have an option to decide whether to wholesale beer or wine or distilled spirits and pay for the specific type of alcohol they distribute; and

WHEREAS, the Mayor and City Council desire to give the option to Resident Wholesalers to break out a fee schedule to determine which type of alcohol they wish to distribute;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Roswell that the following fees shall apply to Resident Wholesalers for calendar year 2026:

1. Wine- \$500.00
2. Beer- \$500.00
3. Distilled Spirits- \$2,000.00

Nothing in this Resolution shall limit a Resident Wholesaler from distributing any combination of beer, wine, and distilled spirits.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 8th day of December, 2025.

Kurt M. Wilson, Mayor

Attest:

Nancy Saviano Long, City Clerk

(Seal)

STATE OF GEORGIA
FULTON COUNTY

September 15, 2008

**RESOLUTION TO ESTABLISH CHARGES RELATED TO
THE SALE OF ALCOHOLIC BEVERAGES**

WHEREAS, the Mayor and Council of the City of Roswell on April 5, 1999 adopted an Ordinance to Amend the Alcoholic Beverages Chapter of the Code of Ordinances of the City of Roswell; and

WHEREAS, such amendment authorizes the Mayor and Council to adopt a resolution setting such fees annually; and

WHEREAS, the City of Roswell has conducted a survey of fees charged by other municipalities and the Administration and Finance & Recreation and Parks Committee has made recommendations as to fees to be charged based on such survey and the administrative costs involved in processing licenses;

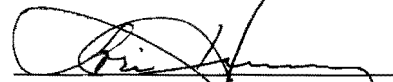
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Roswell, and it is hereby resolved and established by said authority, that the following fees shall apply to the sale and distribution of alcoholic beverages in the City of Roswell, effective January 1, 2009:

Application fee:	\$ 300	
Pouring Licenses:	No Sunday:	With Sunday:
Full Pouring / liquor, beer & wine	\$3500	\$4000
Limited Pouring / beer & wine	\$1500	\$2000
Brewpub	\$4500	
Sunday Sales, additional	\$ 500	
Resident Caterer	\$ 200 per month	
Nonresident Caterer	\$ 50 per event	
Temporary License	\$ 300	
Package Licenses:		
Package beer	\$ 900	
Package wine	900	
Package liquor	2000	
Handling permit:	\$ 25	
Resident Wholesaler	\$3000	
Delinquent renewal	\$ 250	

Attachment: R2008-09-41 - Establish Charges Related to the Sale of Alcoholic Beverages_091508 (1) (Alcohol Resident Wholesaler Resolution)


Let a certified copy of this Resolution be sent to each licensee for the sale and distribution of alcoholic beverages in the City of Roswell at such time as annual renewal applications are mailed.

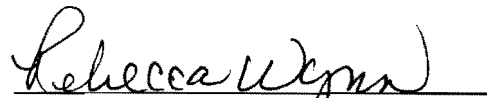
The above Resolution was read and approved by the Mayor and Council of the City of Roswell on the 15th day of September, 2008.


Lori Henry, Mayor Pro Tem

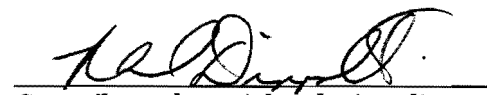
Attest:


Sue H. Creel, City Clerk
(Seal)


Councilmember Jerry Orlans


Councilmember Rebecca Wynn


Councilmember Kent Igleheart


Councilmember Richard Dippolito


Councilmember David Tolleson





City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10195

MEETING DATE: December 18, 2025

DEPARTMENT: Transportation

ITEM TYPE: Right of Way

Approval to perform right-of-way acquisition services and to accept right-of-way options for the Cox Road Intersections TSPLOST project in an amount not to exceed \$100,000.00.

Item Summary:

The Cox Road Intersections project will construct roundabouts at the Cox Road at Etris Road/Ebenezer intersection as well as the Cox Road at King Road intersection. This project is a joint project with the City of Milton with the lead agency being Milton.

There are approximately 6 parcels currently being impacted by the project where the City of Roswell will need to acquire either right-of-way, permanent and/or temporary easement, or driveway easement.

Staff is requesting a blanket approval on all right-of-way services in order to accept all of the signed options and expedite the process. This is the department's standard procedure for right-of-way acquisition and has been used for transportation projects with great success.

The amount of \$100,000.00 is based on appraisal cost estimates and fair market value of land in the surrounding area plus a contingency.

Committee or Staff Recommendation:

On December 9, 2025 the Community Development and Transportation Committee recommended placing this Item on the December 18, 2025 Mayor and Council Agenda.

Financial Impact:

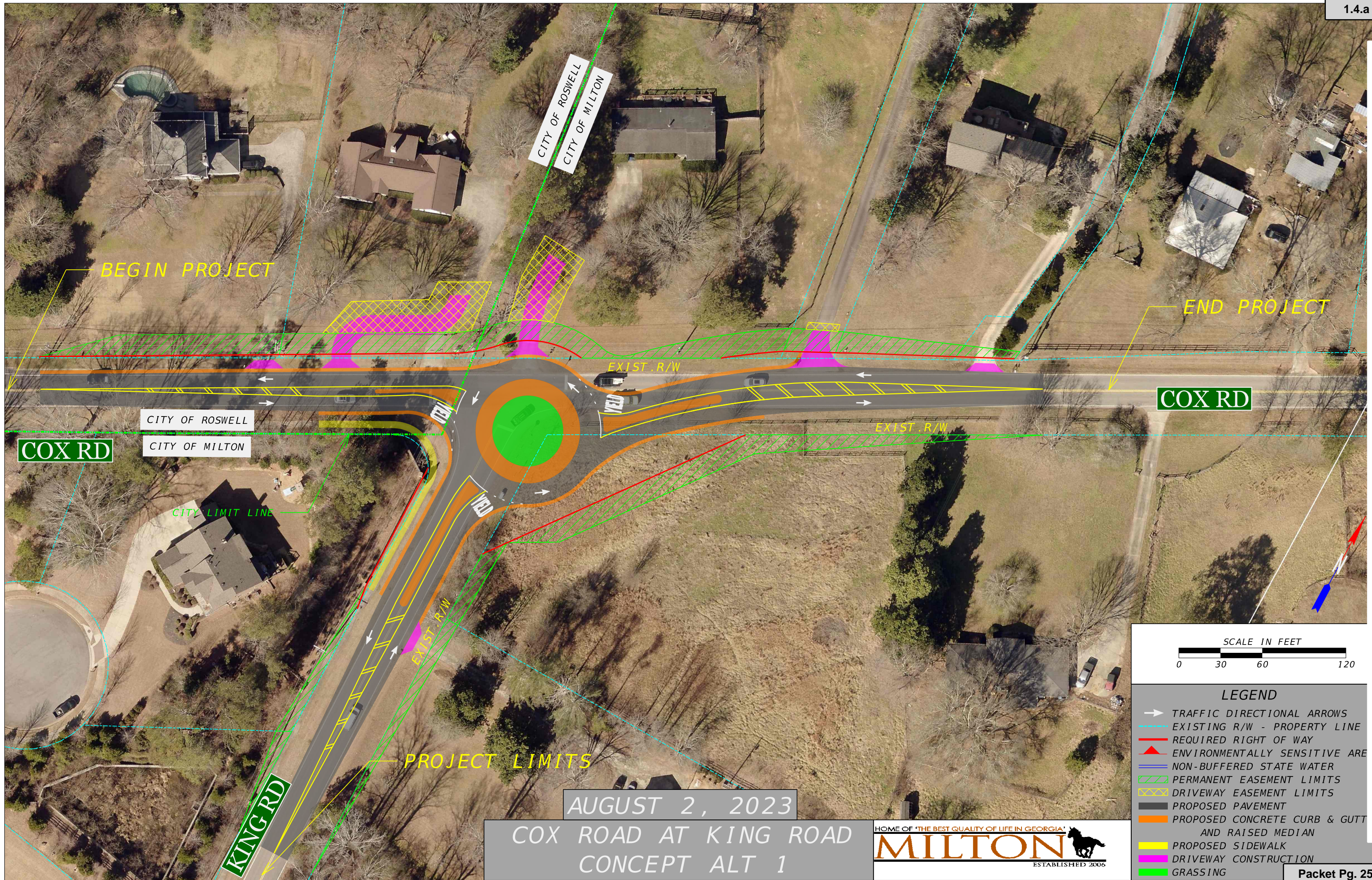
Funding in the amount of \$100,000.00 is available in the Cox Road Intersection Improvements TSPLOST2 Fund Project (Org - 33742200, Project - 98210).

Recommended Motion:

Motion to approve performing right-of-way acquisition services and to accept right-of-way options for the Cox Road Intersections TSPLOST project in an amount not to exceed \$100,000.00.

Presented by:

Greg Nicolas, P.E., Deputy Director of Transportation

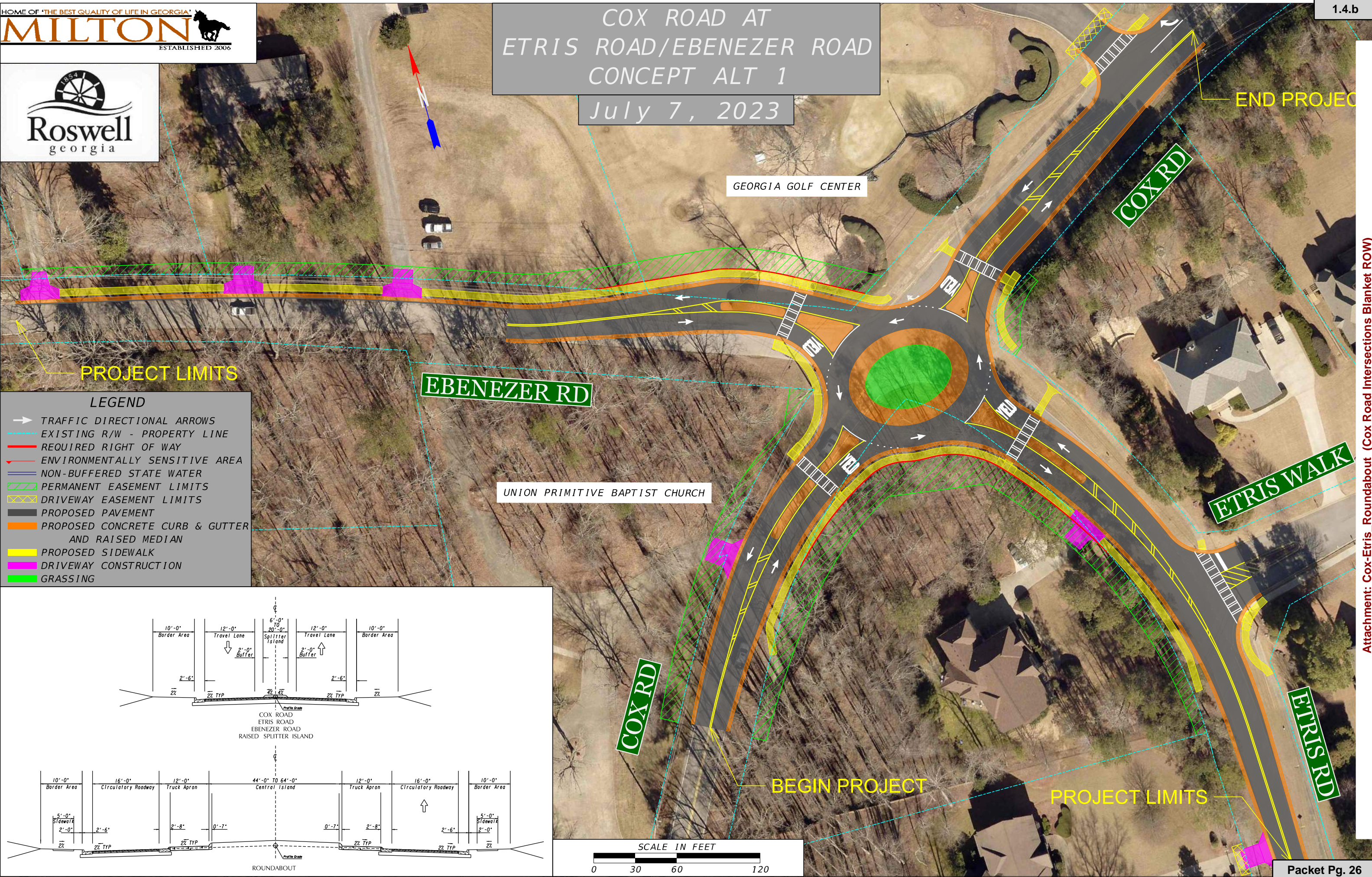


AUGUST 2, 2023
COX ROAD AT KING ROAD
CONCEPT ALT 1



COX ROAD AT
ETRIS ROAD/EBENEZER ROAD
CONCEPT ALT 1
July 7, 2023

1.4.b





City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10194

MEETING DATE: December 18, 2025

DEPARTMENT: Transportation

ITEM TYPE: Right of Way

Approval to perform right-of-way acquisition services and to accept right-of-way options for the Etris Road Multi-use Trail Bond project in an amount not to exceed \$152,400.00.

Item Summary:

The Etris Road Multi-use Trail project will construct an 8-ft to 10-ft multi-use trail along Etris Road between Hardscrabble Road and Crabapple Road. This project also includes pedestrian lighting.

There are 2 parcels currently being impacted by the project where the City of Roswell will need to acquire either right-of-way, permanent and/or temporary easement, or driveway easement.

Staff is requesting a blanket approval on all right-of-way services in order to accept all of the signed options and expedite the process. This is the department's standard procedure for right-of-way acquisition and has been used for transportation projects with great success.

The amount of \$152,400.00 is based on appraisal cost estimates and fair market value of land in the surrounding area plus a contingency.

Committee or Staff Recommendation:

On December 9, 2025 the Community Development and Transportation Committee recommended placing this Item on the December 18, 2025 Mayor and Council Agenda.

Financial Impact:

Funding in the amount of \$152,400.00 is available from bond proceeds within the Bicycle & Pedestrian Sidewalk Project (Org - 31442101, Project - 97101).

Recommended Motion:

Motion to approve performing right-of-way acquisition services and to accept right-of-way options for the Etris Road Multi-use Trail Bond project in an amount not to exceed \$152,400.00.

Presented by:

Greg Nicolas, P.E., Deputy Director of Transportation



City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10189

MEETING DATE: December 18, 2025

DEPARTMENT: Transportation

ITEM TYPE: Resolution

Approval of a resolution to submit a Local Maintenance & Improvement Grant (LMIG) project list for FY2026 to the Georgia Department of Transportation (GDOT) and to accept the LMIG funds for \$1,136,436.22 from GDOT

Item Summary:

The Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) yearly funding from the state is dependent on the General Assembly's budget for that Fiscal Year. For FY2026, the state General Assembly allocated \$1,136,436.22 for the LMIG program for Roswell. The required match for the City of Roswell, by formula, is \$340,930.87 (30%).

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

Staff recommends that the Mayor and Council authorize the Mayor to sign the GDOT application to receive and spend the FY2026 LMIG funding on resurfacing the following roads:

- Old Roswell Road from Holcomb Bridge Road to City Limits (@ Warsaw Road) (PCI=45)
- Old Roswell Road from Hembree Road to Westside Parkway (PCI=32)

Committee or Staff Recommendation:

On December 9, 2025 the Community Development and Transportation Committee recommended placing this Item on the December 18, 2025 Mayor and Council Agenda.

Financial Impact:

Staff estimates the cost of resurfacing the above listed roads at \$1,083,220. The matching funds from the City are already available within the approved FY 2026 budget.

Upon grant acceptance and a signed agreement, a budget amendment in the amount of \$1,136,436.22 within the state grant fund from GDOT.

Recommended Motion:

Approval of a resolution to submit a Local Maintenance & Improvement Grant (LMIG) project list for

Agenda Item (ID # 10189)

FY2026 to the Georgia Department of Transportation (GDOT) and to accept the LMIG funds for \$1,136,436.22 from GDOT.

Presented by:

Greg Nicolas, P.E., Deputy Director of Transportation

STATE OF GEORGIA
COUNTY OF FULTON

December 9, 2024

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

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

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

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

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

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

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

Attest:

Kurt M. Wilson, Mayor

Marlee Press, City Clerk
(Seal)

Attachment: DRAFT Resolution- 2026 LMIG Acceptance (2026 LMIG)



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10180

MEETING DATE: December 18, 2025

DEPARTMENT: Transportation

ITEM TYPE: Approval of List

Approval to accept the FY2026 Road Resurfacing List.

Item Summary:

The City of Roswell's FY2026 budget includes \$3,114,000.00 set aside for Citywide Road Resurfacing and Reconstruction.

Staff is providing a list of the roads to resurface given the \$3,114,000 currently available.

Staff recommends using the approved funds to resurface as many roads from the list as funding will allow.

Committee or Staff Recommendation:

On December 9, 2025 the Committees of Council recommended placing this Item on the December 18, 2025 Mayor and Council Agenda.

Financial Impact:

Funding is available for \$3,114,000.00 in the FY2026 Citywide Road Resurfacing and Reconstruction budget in Org - 35042200, Object - 541415 and Project - 90001.

Recommended Motion:

Motion to approve accepting the FY2026 Road Resurfacing List.

Presented by:

Greg Nicolas, P.E., Deputy Director of Transportation

**Proposed
2026 Resurfacing List**
Total Miles: 13.6

City Wide

Name	Map/LL	From	To	Length (LF)	Area (SY)	PCI
Bulloch Avenue	16/384	Mimosa Boulevard	Dead End	930	2583	51
Canton Street	16/411	Woodstock Road	Magnolia Street	3000	9975	21
Carriage Station Circle	17/501	Warsaw Road	Cul-De-Sac	1545	4850	21
Cresta Court	17/489	Warsaw Road	Cul-De-Sac	205	1374	48
Dogwood Road	18/537	Grimes Bridge Road	Holcomb Bridge Road	2320	8294	23
Elaine Drive	17/489	Warsaw Road	Dead End	2119	5886	38
Farnworth Lane	17/501	Pattingham Drive	Cul-De-Sac	310	1665	28
Foxley Way	3/1296	Cul-De-Sac (East)	Cul-De-Sac (West)	1260	3808	17
Hadfield Boulevard	3/1295	Old Mountain Park Road	Lonsdale Lane	1240	4213	57
Hickory Oak Hollow	4/1291	Oakhaven Drive	Brookfield Parkway	3340	9278	26
Jade Cove Circle	17/490 17/490	Jade Cove Drive	Cul-De-Sac	1880	6010	45
Jade Cove Drive	17/489	Warsaw Road	La View Circle	2935	8479	40
La View Circle	17/490	Jade Cove Drive	Dead End	2340	6760	44
La View Court	17/491	La View Circle	Cul-De-Sac	310	1665	38
La View Way	17/500	Jade Cove Drive	Dead End	635	1764	19
Lauren Court	17/501	Cresta Court	Cul-De-Sac	350	1776	36
Leasingworth Way	17/527	Pattingham Drive	Cul-De-Sac	395	1656	46
Lonsdale Lane	3/1296	Foxley Way	Cul-De-Sac	1480	4237	20
Melody Lane	17/464	Grimes Bridge Road	Dead End	1350	3600	35
Marble Head Lane	3/1296	Windover Court	Cul-De-Sac	175	893	35
Parnham Circle	17/527	Pattingham Drive (South)	Pattingham Drive (North)	225	525	24
Pattingham Drive	17/501	Warsaw Road	Cul-De-Sac	1800	8031	32
Riverside Road	24/621	Eves Road	Dead End	2230	5947	42
Riverside Road	17/530	Old Alabama Rd	Eves Road	10735	38525	36
Stanmore Court	3/1295	Hadfield Boulevard	Cul-De-Sac	165	871	57
Singing Hills Court	18/541	Singing Hills Drive	Cul-De-Sac	525	2263	57
Singing Hills Drive	18/541	Warsaw Road	Worthington Hills Drive	1434	3983	18
Tuxedo Court	17/489	Warsaw Road	Cul-De-Sac	685	2502	19
Tuxedo Drive	17/489	Warsaw Road	Dead End	955	2547	23
Victory Ridge Lane	17/501	Lauren Court	Cul-De-Sac	425	1968	53
Warsaw Road	17/464	Grimes Bridge Road	Pattingham Drive	1850	7447	41
Warsaw Road	17/501	Roswell Creek Lane	City Limits (Old Roswell Road)	2729	9365	62
Windsor Wood Drive	3/1295	Mountain Park Road	Lonsdale Lane	1520	4222	10
Windover Court	3/1296	Lonsdale Lane	Cul-De-Sac	533	1688	19
Wood Place	16/387	Canton Street	Dead End	860	1720	18
Worthington Hills Court	18/541	Worthington Hills Drive	Cul-De-Sac	520	2191	15
Worthington Hills Drive	18/541	Warsaw Road	Parkmont Drive	2264	6289	27
Worthington Hills Manor	18/541	Worthington Hills Drive	Worthington Hills Court	2320	6444	36
Worthington Hills Trace	18/541	Worthington Hills Manor	Cul-De-Sac	775	2957	9

LMIG

Name	Map/LL	From	To	Length (LF)	Area (SY)	PCI
Old Roswell Road	17/487	Holcomb Bridge Road	City Limits (@Warsaw Road)	3900	15319	45
Old Roswell Road	13/643	Hembree Road	Westside Parkway	7110	37443	32

Attachment: 2026 Road Resurfacing List_12.15.2025 (FY2026 Road Resurfacing List)



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10224

MEETING DATE: December 18, 2025

DEPARTMENT: Transportation

ITEM TYPE: Right of Way

Approval to File for Condemnation on Parcel #'s 2, 3, 5, 7, and 23 of the Riverside Road TSPLOST Project.

Item Summary:

The Riverside Road TSPLOST project will provide safety and operational improvements along Riverside Road from Riviera Road to Old Alabama Road. The project will construct a continuous 8-ft to 10-ft MUT on the south side of Riverside Road and a 5-ft sidewalk on the north side of Riverside Road. The project also includes the construction of a new roundabout at River Lake Drive, a new traffic signal at Taimen Drive, buffered bicycle lanes, and several pedestrian crossings along the Riverside Road corridor.

The right of way phase consists of 23 parcels. Right of way agreements have been reached on all of the parcels except parcel #'s 2, 3, 5, 7, and 23. Several of the parcels listed have been non-responsive or we have not been able to reach an agreement through negotiations. Construction is anticipated to begin in Spring 2026. Not moving forward with this item could result in a delay to the project.

Committee or Staff Recommendation:

N/A

Financial Impact:

Funding previously approved for the blanket right of way acquisition is available in the project account (33742200-541415-98203).

Recommended Motion:

Approval to file for Condemnation on Parcel #'s 2, 3, 5, 7, and 23 of the Riverside Road TSPLOST Project.

Presented by:

Greg Nicolas, P.E., Deputy Director of Transportation



City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10202

MEETING DATE: December 18, 2025

DEPARTMENT: Economic Development

ITEM TYPE: Resolution

Approval of a Supplemental Resolution of the Mayor and Council of the City of Roswell, Georgia and Downtown Development Authority of the City of Roswell, Georgia, approving the final terms of the Downtown Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2025 and other related matters.

Item Summary:

Approval of a Supplemental Resolution approving the final terms of the Downtown Development Authority Taxable Revenue Bonds (Economic Development Project), Series 2025 and other related matters.

Background:

On September 2, 2025, the Downtown Development Authority of the City of Roswell (the "Authority") adopted a resolution authorizing the issuance of up to \$25,000,000 in aggregate principal amount of Taxable Revenue Bonds (Economic Development Project), Series 2025. The original bond resolution established general parameters for the bonds, including a maximum interest rate, while reserving final maturities, interest rates, and redemption provisions for approval in a subsequent supplemental resolution.

In September, 2025, Mayor and Council adopted a resolution approving the original bond resolution and authorizing the City to enter into an Intergovernmental Contract with the Authority related to the bond issuance.

On December 17, 2025, the Authority adopted a Supplemental Bond Resolution establishing the final principal amounts, interest rates, maturities, and redemption provisions for the Series 2025 Bonds.

Discussion:

The Supplemental Resolution before Mayor and Council approves the terms and provisions of the Authority's Supplemental Bond Resolution and authorizes the Mayor to execute and deliver all documents necessary to complete the bond issuance and sale. These documents include the Intergovernmental Contract, the Official Statement and related certifications, and a Continuing Disclosure Certificate required under SEC Rule 15c2-12.

The Resolution also ratifies the use of the Preliminary Official Statement, authorizes execution of the final Official Statement, and approves acceptance of the winning bid and award of the sale of the Series 2025 Bonds, as determined through a competitive bidding process conducted on December 17, 2025.

Agenda Item (ID # 10202)**Staff Recommendation:**

Staff recommends approval of the Supplemental Resolution authorizing execution of the related bond documents and approval of the sale of the Series 2025 Bonds.

Financial Impact:

There is no direct impact to the City's General Fund. The Series 2025 Bonds are issued by the Downtown Development Authority and are payable solely in accordance with the terms of the bond documents.

Recommended Motion:

Motion to approve the Supplemental Resolution relating to the Downtown Development Authority Series 2025 Taxable Revenue Bonds and authorize the Mayor to execute all related documents and approve the acceptance of the winning bid for the sale of the Series 2025 Bonds.

Presented by:

Joseph Cusack, Assistant City Attorney



City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10223

MEETING DATE: December 18, 2025

DEPARTMENT: Community Development

ITEM TYPE: Approval

Approval of the Architectural Design of the Townhome Development in the Hill Street Overlay District (HSOD) Area A.

Item Summary:

The proposed development is new construction and will not impact any existing historic structure. Further, it is not adjacent to any existing historic structure that would serve as a driving architectural reference. In relation to the design, as represented in the renderings and elevations presented by The Providence Group, the scale of buildings, arrangement, texture and materials of the proposed townhomes have elements that are consistent with the existing and proposed surrounding development. Elements to note are varying brick, neutral paint colors, and the addition of what appears to be a stone water-table style variation of materials on some of the units. The proposed design includes arresting and striking effects that create an overall pleasant aesthetic to the buildings. The density proposed is consistent with existing development in the area.

Staff Recommendation:

Approve the Architectural Design for the Townhome Development with conditions of approval.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the Architectural Design of the Townhouse Development in the Hill Street Overlay District (HSOD) Area A with the following conditions:

- . Facades must be constructed of the following materials: full brick, real stone, or cast stone; with the exception of pop out bays which may be cementitious material;
- . Pediments over windows, doors, and garage doors must be constructed of real stone, cast stone, or brick and must be consistent by unit on front, side, and rear elevations; with the exception of wood trim around windows within the mansard roof;

Agenda Item (ID # 10223)

- . Porch and balcony railings must be powder coated cast iron or decorative metal, all other railing materials are prohibited;
- . Down spouts must include functional collector box detail;
- . Shutters must include shutter dogs and hinges;
- . Wall Lighting fixtures must be a second empire style with final approval by Planning & Zoning Director; and
- . Sidewalks on site and adjacent to Ellis Street must be constructed to the same standards as detailed in HSOD A; Sidewalk pavers shall be installed as approved by Roswell DOT to meet the Historic District requirements.

Presented by:

Michelle Alexander, Director of Community Development



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EUROPEAN CHARM IN DOWNTOWN ROSWELL

Historic districts across the United States and Europe are celebrated for their architectural diversity, and among the most striking features found in these neighborhoods are houses with mansard roofs. This distinctive roof style, with its dual-pitched slopes and dormer windows, originated in France during the 17th century and gained widespread popularity during the Second Empire period in the mid-19th century. Named after the French architect François Mansart, the mansard roof was both an aesthetic and practical innovation, allowing homeowners to maximize attic space and create additional living quarters without expanding the building's footprint.

The mansard roof's unique design consists of a steep lower slope and a flatter upper slope, often adorned with dormers that bring light into the upper floors. This configuration not only enhanced functionality but also introduced a sense of grandeur and elegance to urban and suburban homes.

Mansard-roofed homes are vital for maintaining the architectural integrity of historic neighborhoods. These structures serve as tangible links to the cultural and social trends of the 19th century, reflecting a time when European influences shaped American cityscapes. Today, they continue to captivate homeowners and visitors alike, offering a blend of historical charm and practical design. Whether standing proudly on a tree-lined street or anchoring a row of elegant townhouses, houses with mansard roofs remain enduring.

The Providence Group has introduced elegant townhouses featuring mansard roofs at Alexandria on Lenox Road in the heart of Atlanta. Built in the early 2000s, this exceptional community remains one of the city's most desirable neighborhoods. In addition to providing necessary attic square footage, this architectural approach will deliver a unique and highly sought-after product within the Hillrose project, reflecting the timeless character and sophistication that downtown Roswell deserves.



Attachment: Hillrose - TPG Design Packet - 12.2.25 (Approval of the Architectural Design of the Townhome Development in HSOD A)

A WINNING APPROACH TO HOMEBUILDING AND NEIGHBORHOOD DEVELOPMENT

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A WINNING APPROACH TO HOMEBUILDING AND NEIGHBORHOOD DEVELOPMENT

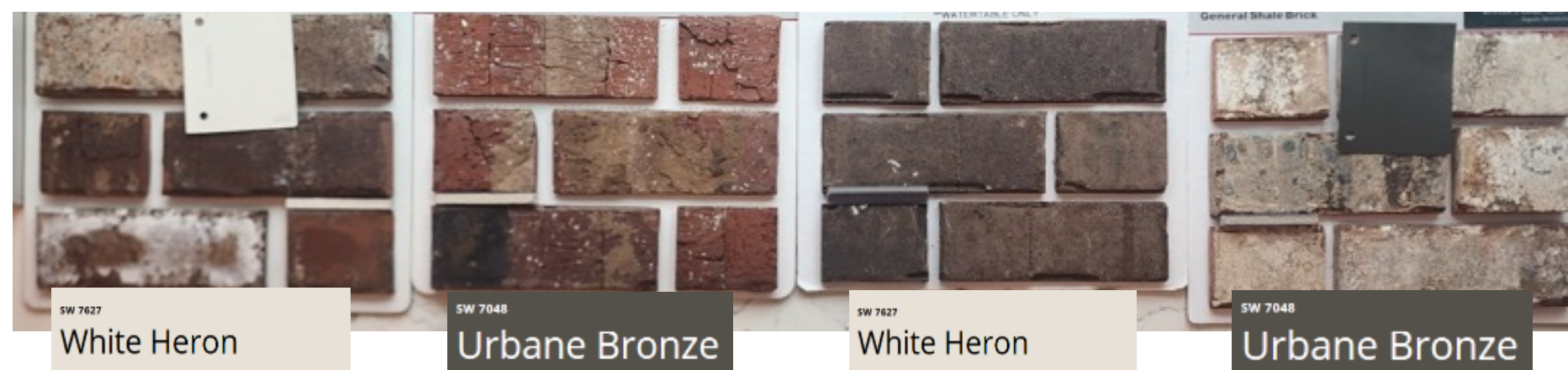
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HILLROSE COLOR SELECTIONS

Actual Brick Images shown as renderings do not always capture the fine detail. Trim color is shown below brick. Scoring detail at terrace level will be Ivory Cream. Pediments on lot 15 will also be Ivory Cream. Mortar colors are shown with each brick.

The intention is for each home to have a unique appearance with a historic look and feel. It should give the impression that these homes have been on the site for years and the surrounding area has developed seamlessly around them.

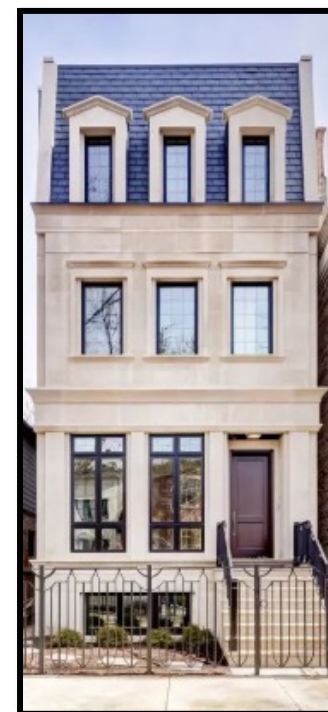


A WINNING APPROACH TO HOMEBUILDING AND NEIGHBORHOOD DEVELOPMENT

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MANSARD ROOF EXAMPLES



A WINNING APPROACH TO HOMEBUILDING AND NEIGHBORHOOD DEVELOPMENT

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20⁺
YEARS

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Packet Pg. 43



PETITION Hillrose Townhome Development

Application Information

Address:	Ellis Street
Applicant:	The Providence Group
Request:	Design approval for Townhome Development at Hillrose
Classification:	Non-historic on the 2003 historic properties map
2018 Survey:	Not included in 2018 survey; existing structure built in 1991
Zoning:	CIV-HSOD (Civic and Institutional – Hill Street Overlay District)

Staff Analysis

The proposed development is new construction and will not impact any existing historic structure. Further, it is not adjacent to any existing historic structure that would serve as a driving architectural reference. In relation to the design, as represented in the renderings and elevations presented by The Providence Group, the scale of buildings, arrangement, texture and materials of the proposed townhomes have elements that are consistent with the existing and proposed surrounding development. Elements to note are varying brick, neutral paint colors, and the addition of what appears to be a stone water-table style variation of materials on some of the units. The proposed design includes arresting and striking effects that create an overall pleasant aesthetic to the buildings. The density proposed is consistent with existing development in the area.

Recommended actions

Should Mayor and Council choose to approve the proposed design, Staff recommends following the HPC recommendations with the addition of the following conditions:

1. Facades must be constructed of the following materials: full brick, real stone, or cast stone; with the exception of pop out bays which may be cementitious material;
2. Pediments over windows, doors, and garage doors must be constructed of real stone, cast stone, or brick and must be consistent by unit on front, side, and rear elevations; with the exception of wood trim around windows within the mansard roof;
3. Porch and balcony railings must be powder coated cast iron or decorative metal, all other railing materials are prohibited;
4. Down spouts must include functional collector box detail;
5. Shutters must include shutter dogs and hinges;
6. Wall Lighting fixtures must be a second empire style with final approval by Planning & Zoning Director; and
7. Sidewalks on site and adjacent to Ellis Street must be constructed to the same standards as detailed in HSOD A; Sidewalk pavers shall be installed as approved by Roswell DOT to meet the Historic District requirements.



Figure 1. Front façade of one set of the proposed townhomes (provided by applicant)



Figure 2. Rear facade of one set of the proposed townhomes (provided by applicant)

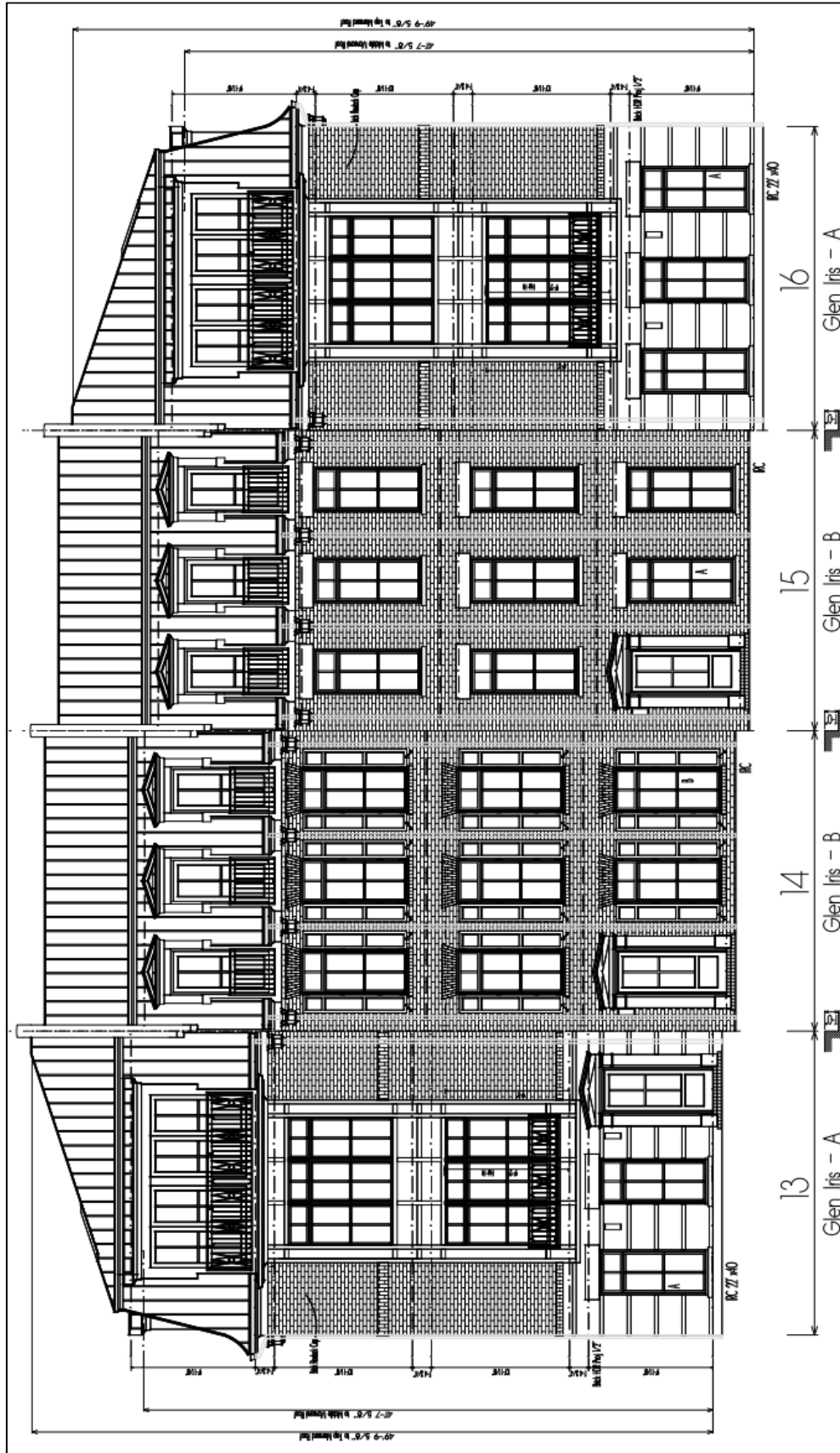


Figure 3. Front elevation of selected proposed townhomes (provided by applicant)

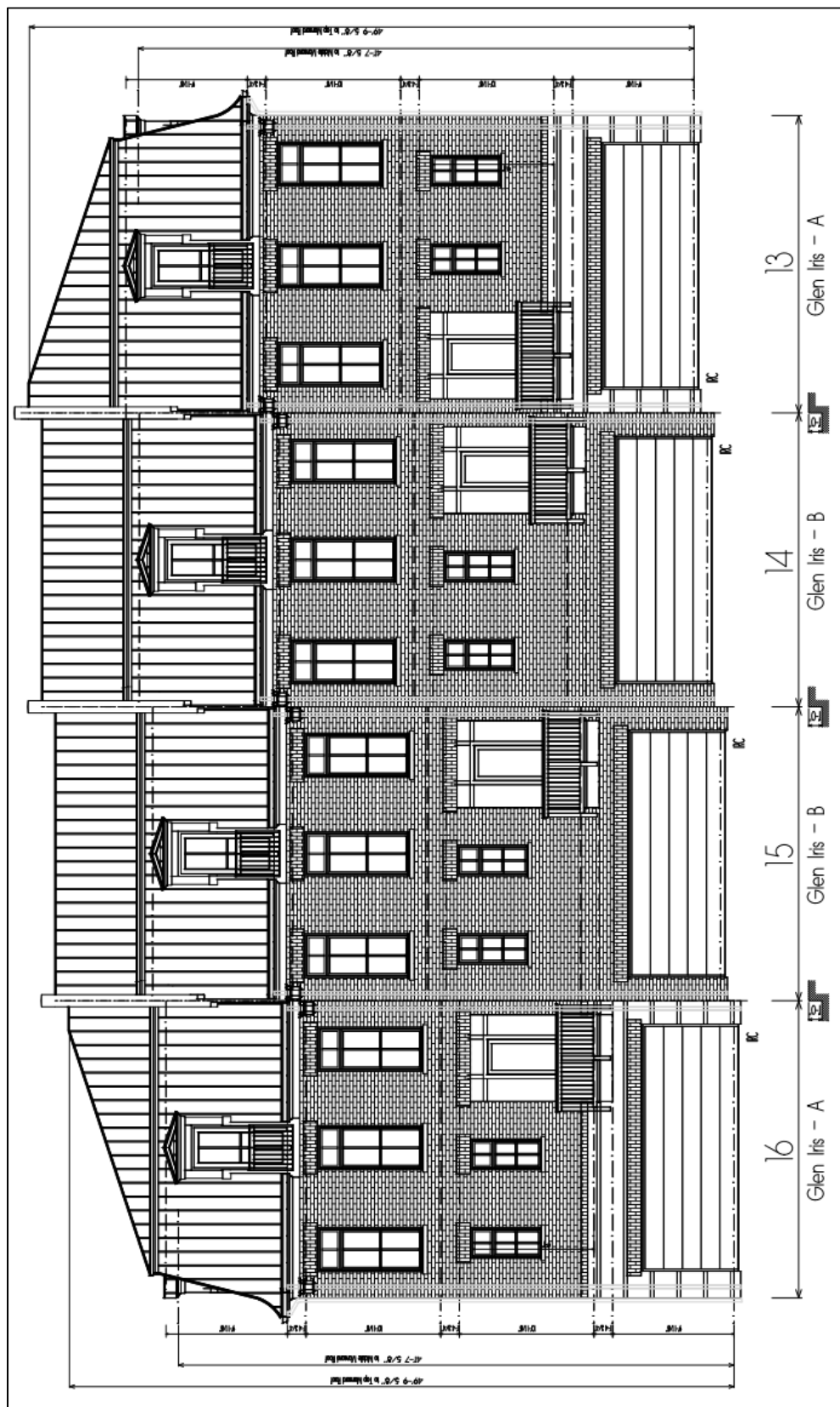


Figure 4. Rear elevation of selected proposed townhomes (provided by applicant)

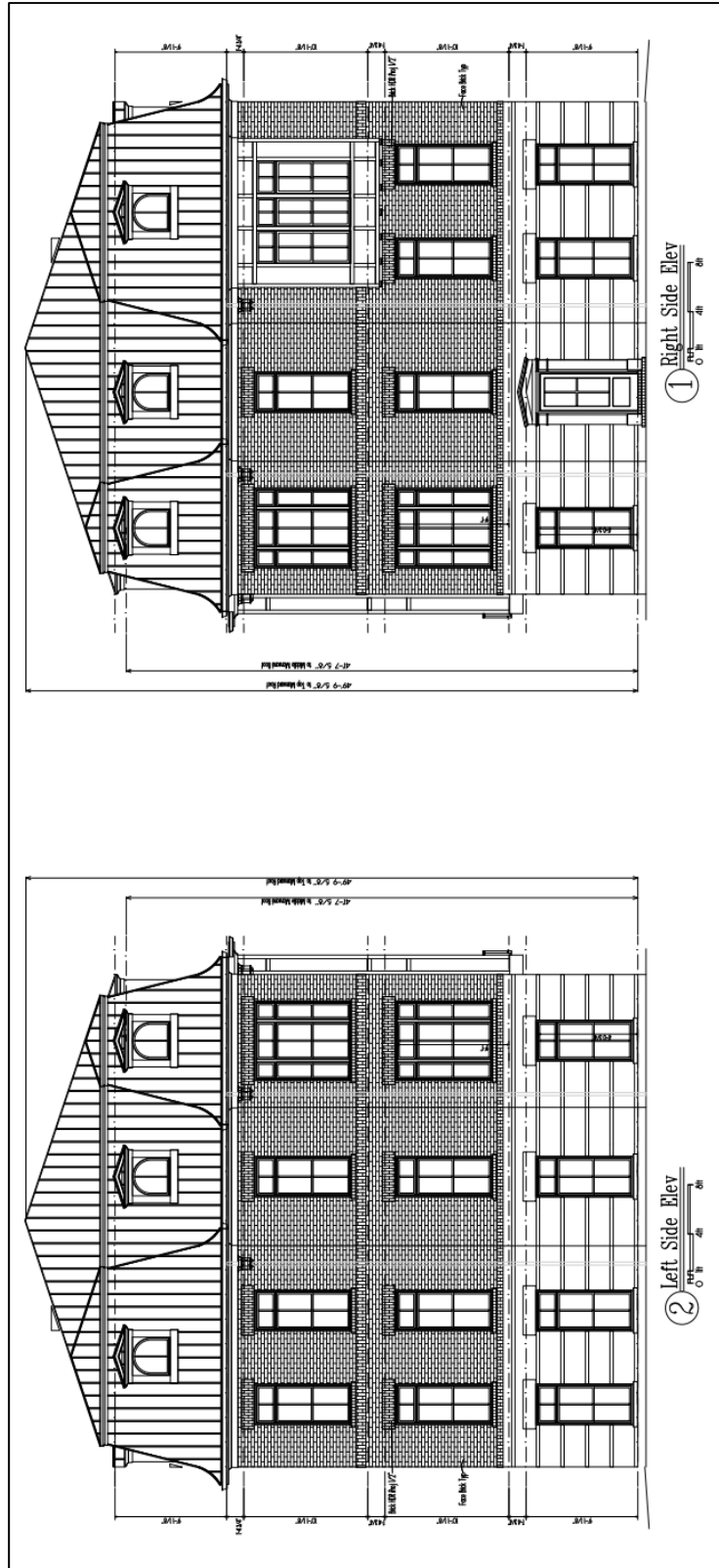


Figure 5. Side elevations of selected proposed townhomes (provided by applicant)



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10148

MEETING DATE: December 18, 2025

DEPARTMENT: Economic Development

ITEM TYPE: Agreement

Approval of a Memorandum of Understanding for the Mansell Overlook property.

Item Summary:

Approval of a Memorandum of Understanding Between the City of Roswell and Sun Belt Office I, LLC for the Potential Redevelopment of the Mansell Overlook Property

Background:

Sun Belt Office I, LLC ("Property Owner") owns certain real property commonly known as Mansell Overlook, located in the City of Roswell. The Property Owner and the City of Roswell, and/or the Roswell Development Authority, desire to explore the potential redevelopment of the Mansell Overlook property for mixed-use purposes that may include commercial, residential, office, educational, and/or civic uses. The proposed redevelopment is intended to support job creation, civic programming, and economic development objectives within the City.

Discussion:

The attached Memorandum of Understanding ("MOU") establishes a non-binding framework outlining the respective roles and responsibilities of the Property Owner, the City, and any designated developer(s) related to planning, due diligence, coordination, and public engagement efforts associated with the potential redevelopment of the Mansell Overlook property. The MOU allows for preliminary planning activities, including environmental and engineering assessments, conceptual master planning, and coordination with City staff, while preserving flexibility for all parties. No financial commitments or binding development obligations are created by the MOU, and any future agreements would require separate City Council approval.

Staff Recommendation:

Staff recommends approval of the Memorandum of Understanding between the City of Roswell and Sun Belt Office I, LLC.

Financial Impact:

There is no direct financial impact associated with approval of this MOU. Any future incentives,

Agenda Item (ID # 10148)

expenditures, or binding agreements would be subject to separate Council consideration and approval.

Recommended Motion:

Motion to approve a Memorandum of Understanding between the City of Roswell and Sun Belt Office I, LLC related to the Mansell Overlook property and authorize the Mayor to execute the MOU.

Presented by:

Jeff Leatherman, Senior Vice President of Community Services & Deputy City Administrator

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”), made and entered into as of this ____ d of _____, 2025, by and between the City of Roswell and/or the Roswell Development Authority or its affiliate (hereinafter referred to as the “CITY”) and Sun Belt Office I, LLC, a Delaware limited liability company (“PROPERTY OWNER”).

1. **PURPOSE:** The PROPERTY OWNER, the CITY, and any affiliate or third-party developer designated by Property Owner to develop the Project described herein (collectively, the “DEVELOPERS”) are interested in redeveloping that certain real property in Roswell, Georgia, described on Exhibit A attached hereto (the “PROPERTY”) to create job opportunities, civic programming and economic development within the City of Roswell.
2. **PROJECT:** The PROPERTY OWNER, DEVELOPERS AND CITY hereby understand that the project may include commercial, residential, office, educational and/or civic uses and spaces.
3. **ROLES AND RESPONSIBILITIES:**
 - A. **PROPERTY OWNER**
 1. Grant access to the Property for planning, environmental and engineering assessments;
 2. Cooperate in negotiation of a development agreement and/or sales, lease or joint venture with the DEVELOPERS; and
 3. Provide necessary documents demonstrating legal ownership and authority to proceed.
 - B. **DEVELOPERS:**
 1. Conduct due diligence, including environmental, financial and legal feasibility studies;
 2. Prepare a conceptual master plan and phased development schedule;
 3. Engage consultants, engineers and architects as needed;
 4. Work with the CITY to secure permits and approvals; and
 5. Secure financing for the project.
 - C. **CITY:**
 1. Facilitate the project through planning, zoning permitting and infrastructure coordination;
 2. Consider available incentives;
 3. Engage in public outreach and engagement; and
 4. Participate in ongoing coordination meetings.
4. **NON-BINDING:** This MOU is intended to reflect the good-faith intentions of the Parties but does not constitute a legally binding agreement to proceed with the project. A binding agreement shall only arise upon execution of a formal agreement or definitive documents approved by all parties. No Party to this MOU shall have any liability or obligation to the other arising out of this MOU unless and until definitive agreements setting forth these terms are executed. Such other terms as the parties may agree have been executed by the Parties. The Parties shall not have any obligation to negotiate definitive documents.
5. **TERMINATION:** This MOU may be terminated by any party upon thirty (30) days’ written notice to the other parties.
6. **CONFIDENTIALITY:** To the extent allowed by Georgia law, the Parties agree to maintain confidentiality of non-public information contained herein, and the terms and existence of this MOU.
7. **TIMELINES:** Parties agree to endeavor in good faith to determine preliminary timelines for the Project.
8. **GOVERNING LAW:** This MOU and all future agreements shall be governed by laws of the State of Georgia.

Attachment: 251106_MOU with Roswell City Authorities_PPF Executed (Approval of Mansell Overlook MOU)

IN WITNESS WHEREOF, the parties hereto have executed this MOU under the day and year first above written.

PROPERTY OWNER:

SUN BELT OFFICE I, LLC,
a Delaware limited liability company

By: _____
Name: Aaron Smith
Title: Vice President

CITY:

CITY OF ROSWELL

By: _____
Name:
Title:
Date:

Attachment: 251106_MOU with Roswell City Authorities_PPF Executed (Approval of Mansell Overlook MOU)

EXHIBIT A**PROPERTY****PARCEL 1****TRACT 1**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 543, 544, 545, 558, 559, 560 AND 561, SECO SECTION OF THE 1ST DISTRICT, FULTON COUNTY, CITY OF ROSWELL, GEORGIA, AS SHOWN AND DELINEATED A PLAT OF SURVEY PREPARED FOR 300/500, METROPOLITAN LIFE INSURANCE COMPANY, DEBEVOISE & PLIMPT LLP, TROUTMAN SANDERS LLP, STEWART TITLE GUARANTY COMPANY & ZONING INFORMATION SERVICES WALTER Y. PREVATTE OF TECHNICAL SURVEY SERVICES, INC., REGISTERED LAND SURVEYOR (NO. 2107), DAT APRIL 3, 2006 AND THEREAFTER REVISED ON MAY 15, 2006, JUNE 5, 2006, JUNE 19, 2006, JUNE 23, 2006, JUNE 27, 2006 AND AUGUST 11, 2006, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO REACH THE TRUE POINT OF BEGINNING COMMENCE AT THE EASTERLY MOST POINT OF THE MITER INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF MANSELL ROAD, (VARIABLE RIGHT OF WAY) A THE NORTHWESTERLY RIGHT OF WAY OF OLD ROSWELL ROAD, (VARIABLE RIGHT OF WAY); THENCE ALONG T SAID RIGHT OF WAY OF MANSELL ROAD THE FOLLOWING COURSES: NORTH 80 DEGREES 04 MINUTES 02 SECON WEST A DISTANCE OF 80.78 FEET TO A POINT; THENCE NORTH 27 DEGREES 18 MINUTES 14 SECONDS WEST DISTANCE OF 46.34 FEET TO A POINT; THENCE NORTH 45 DEGREES 43 MINUTES 32 SECONDS WEST A DISTANCE 49.76 FEET TO A POINT; THENCE NORTH 52 DEGREES 48 MINUTES 23 SECONDS WEST A DISTANCE OF 66.36 FEET THE TRUE POINT OF BEGINNING; FROM POINT THUS ESTABLISHED AND CONTINUING ALONG SAID RIGHT OF W. OF MANSELL ROAD THE FOLLOWING COURSES: SOUTH 39 DEGREES 42 MINUTES 12 SECONDS WEST A DISTAN OF 9.86 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 686.62 FEET AND AN A LENGTH OF 432.01 FEET, BEING SUBTENDED BY A CHORD OF NORTH 68 DEGREES 19 MINUTES 16 SECONDS WE FOR A DISTANCE OF 424.92 FEET TO A RIGHT OF WAY MONUMENT FOUND; THENCE NORTH 87 DEGREES MINUTES 06 SECONDS WEST A DISTANCE OF 225.11 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF W. NORTH 03 DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 172.20 FEET TO A POINT; THENCE NORTH DEGREES 42 MINUTES 39 SECONDS EAST A DISTANCE OF 206.16 FEET TO A POINT; THENCE SOUTH 60 DEGREES MINUTES 43 SECONDS WEST A DISTANCE OF 144.49 FEET TO POINT; THENCE SOUTH 65 DEGREES 10 MINUTES SECONDS WEST A DISTANCE OF 100.50 FEET TO A POINT; THENCE ALONG A CURVE SOUTH 73 DEGREES 45 MINUT 17 SECONDS WEST A DISTANCE OF 200.25 FEET TO A POINT; THENCE SOUTH 84 DEGREES 55 MINUTES 43 SECON WEST A DISTANCE OF 103.08 FEET TO A POINT; THENCE NORTH 03 DEGREES 40 MINUTES 29 SECONDS EAST DISTANCE OF 63.24 FEET TO A POINT, THENCE NORTH 32 DEGREES 16 MINUTES 43 SECONDS EAST A DISTANCE 456.55 FEET TO A POINT; THENCE NORTH 32 DEGREES 16 MINUTES 43 SECONDS EAST A DISTANCE OF 100.00 FE TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 159.45 FEET TO A POIN THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 155.00 FEET AND AN ARC LENGTH OF 125.28 FEI BEING SUBTENDED BY A CHORD OF NORTH 42 DEGREES 23 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 121 FEET TO A POINT; THENCE NORTH 65 DEGREES 32 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 76.79 FEET A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 36.00 FEET AND AN ARC LENGTH OF 55 FEET, BEING SUBTENDED BY A CHORD OF NORTH 21 DEGREES 08 MINUTES 47 SECONDS EAST FOR A DISTANCE 50.37 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 55.68 FEET AND AN A LENGTH OF 95.88 FEET, BEING SUBTENDED BY A CHORD OF NORTH 26 DEGREES 05 MINUTES 04 SECONDS EA FOR A DISTANCE OF 84.46 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24 FEET AND AN ARC LENGTH OF 24.47 FEET, BEING SUBTENDED BY A CHORD OF NORTH 46 DEGREES 48 MINUTES SECONDS EAST FOR A DISTANCE OF 23.46 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING RADIUS OF 630.00 FEET AND AN ARC LENGTH OF 129.71 FEET, BEING SUBTENDED BY A CHORD OF NORTH DEGREES 18 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 129.48 FEET TO A POINT; THENCE ALONG A CUR TO THE LEFT HAVING A RADIUS OF 26.00 FEET AND AN ARC LENGTH OF 31.60 FEET, BEING SUBTENDED BY CHORD OF NORTH 28 DEGREES 25 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 29.69 FEET TO A POINT; THEN NORTH 01 DEGREE 17 MINUTES 27 SECONDS EAST A DISTANCE OF 571.25 FEET TO A POINT ON THE CENTERLI OF FOE KILLER CREEK; THENCE ALONG CENTERLINE OF FOE KILLER CREEK THE FOLLOWING COURSES: THEN SOUTH 45 DEGREES 45 MINUTES 38 SECONDS EAST A DISTANCE OF 44.13 FEET TO A POINT; THENCE SOUTH DEGREES 09 MINUTES 20 SECONDS EAST A DISTANCE OF 344.49 FEET TO A POINT; THENCE SOUTH 61 DEGREES MINUTES 20 SECONDS EAST A DISTANCE OF 138.10 FEET TO A POINT; THENCE SOUTH 53 DEGREES 30 MINUTES SECONDS EAST A DISTANCE OF 230.46 FEET TO A POINT; THENCE SOUTH 55 DEGREES 28 MINUTES 31 SECON EAST A DISTANCE OF 217.75 FEET TO A POINT; THENCE SOUTH 63 DEGREES 58 MINUTES 26 SECONDS EAST DISTANCE OF 228.26 FEET TO A POINT; THENCE SOUTH 44 DEGREES 15 MINUTES 49 SECONDS EAST A DISTANCE OF

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245.32 FEET TO A POINT; THENCE SOUTH 29 DEGREES 29 MINUTES 16 SECONDS EAST A DISTANCE OF 93.45 FEET TO A POINT; THENCE LEAVING CENTERLINE OF FOE KILLER CREEK AND RUNNING SOUTH 77 DEGREES 09 MINUTES 24 SECONDS WEST A DISTANCE OF 603.42 FEET TO A POINT; THENCE SOUTH 03 DEGREES 59 MINUTES 58 SECONDS WEST A DISTANCE OF 564.90 FEET TO A POINT; THENCE NORTH 65 DEGREES 37 MINUTES 38 SECONDS WEST A DISTANCE OF 60.22 FEET TO A POINT; THENCE SOUTH 26 DEGREES 57 MINUTES 17 SECONDS WEST A DISTANCE OF 31.77 FEET TO A POINT; THENCE SOUTH 68 DEGREES 09 MINUTES 19 SECONDS WEST A DISTANCE OF 272.56 FEET TO A POINT; THENCE SOUTH 37 DEGREES 11 MINUTES 38 SECONDS WEST A DISTANCE OF 80.66 FEET TO A POINT; THENCE SOUTH 05 DEGREES 27 MINUTES 42 SECONDS EAST A DISTANCE OF 62.30 FEET TO THE POINT BEGINNING. SAID PROPERTY CONTAINS 35.807 ACRES.

SAID PLAT IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS DESCRIPTION.

LESS AND EXCEPT, THE 0.476 ACRES OF THE ABOVE PROPERTY BEING IN TAX PARCEL NO. 12-2260-0559-070-4 A BEING A PART OF LAND LOTS 543, 544, 559, 560 AND 591 OF THE 1ST DISTRICT, SECOND SECTION OF FULTON COUNTY WHICH IS VESTED IN THE GEORGIA DEPARTMENT OF TRANSPORTATION AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN AFFIDAVIT OF CONDEMNATION FILED FOR RECORD NOVEMBER 21, 2007 AND RECORDED AS INSTRUMENT NO. 2007-0323052 IN DEED BOOK 45998, PAGE 387, FULTON COUNTY, GEORGIA RECORDS.

LESS AND EXCEPT, THE TRACT KNOWN AS THE "DEVELOPMENT PARCEL EAST" MORE PARTICULARLY DESCRIBED IN THAT CERTAIN LIMITED WARRANTY DEED, DATED MAY 31, 2007, BETWEEN 300/500, A DELAWARE LIMITED LIABILITY COMPANY, AS GRANTOR, AND A-COLONIAL EAST DEVELOPMENT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FILED FOR RECORD JULY 30, 2007 AND RECORDED AS INSTRUMENT NO. 2007-0218508 IN DEED BOOK 45445, PAGE 94, FULTON COUNTY, GEORGIA RECORDS; AND AS AFFECTED BY THAT CERTAIN QUITCLAIM DEED OF RELEASE FROM METROPOLITAN LIFE INSURANCE COMPANY 300/500, DATED MAY 31, 2007 AND FILED JULY 30, 2007 AND RECORDED IN DEED BOOK 45445, PAGE 80, FULTON COUNTY, GEORGIA RECORDS, WHICH DEEDS ARE INCORPORATED HEREIN BY THIS REFERENCE.

LESS AND EXCEPT, THE TRACT KNOWN AS THE "DEVELOPMENT PARCEL NORTH" MORE PARTICULARLY DESCRIBED IN THAT CERTAIN LIMITED WARRANTY DEED, DATED MAY 31, 2007, BETWEEN 300/500, AS GRANTOR, AND A-COLONIAL NORTH DEVELOPMENT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FILED FOR RECORD JULY 30, 2007 AND RECORDED AS INSTRUMENT NO. 2007-0218509 IN DEED BOOK 45445, PAGE 102, FULTON COUNTY, GEORGIA RECORDS; AND AS AFFECTED BY THAT CERTAIN QUITCLAIM DEED OF RELEASE FROM METROPOLITAN LIFE INSURANCE COMPANY TO 300/500, DATED MAY 31, 2007 AND RECORDED IN DEED BOOK 45445, PAGE 80, FULTON COUNTY, GEORGIA RECORDS, WHICH DEEDS ARE INCORPORATED HEREIN BY THIS REFERENCE.

LESS AND EXCEPT, THE TRACT KNOWN AS THE "RETAIL DEVELOPMENT PARCEL" MORE PARTICULARLY DESCRIBED IN THAT CERTAIN LIMITED WARRANTY DEED, DATED MAY 31, 2007, BETWEEN 300/500, AS GRANTOR, AND A-COLONIAL NORTH DEVELOPMENT OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FILED FOR RECORD JULY 30, 2007 AND RECORDED AS INSTRUMENT NO. 2007-0218510 IN DEED BOOK 45445, PAGE 109, FULTON COUNTY, GEORGIA RECORDS; AND AS AFFECTED BY THAT CERTAIN QUITCLAIM DEED OF RELEASE FROM METROPOLITAN LIFE INSURANCE COMPANY TO 300/500, DATED MAY 31, 2007, AND RECORDED JULY 30, 2007 IN DEED BOOK 45445, PAGE 80, FULTON COUNTY, GEORGIA RECORDS, WHICH DEEDS ARE INCORPORATED HEREIN BY THIS REFERENCE. THE ABOVE-DESCRIBED PROPERTIES ARE COMMONLY KNOWN AS 300 COLONIAL CENTER PARKWAY AND 500 COLONIAL CENTER PARKWAY, ROSWELL GEORGIA.

THE FOREGOING TRACT 1 IS ALSO DESCRIBED AS SURVEYOR'S LEGAL:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 543, 544, 545, 558, 559, AND 560, DISTRICT 1, SECTION 2, CITY OF ROSWELL, FULTON COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(300/500 COLONIAL CENTER)

TO FIND THE POINT OF BEGINNING, COMMENCE AT A CONCRETE RIGHT OF WAY MONUMENT FOUND ON THE EASTERN MOST CORNER OF THE MITERED INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF MANSSELL ROAD (R/W VARIES) AND THE NORTHWESTERLY RIGHT OF WAY OF OLD ROSWELL ROAD (R/W VARIES); THEN TRAVELING ALONG THE NORTHEASTERLY RIGHT OF WAY OF MANSSELL ROAD NORTH 80 DEGREES 33 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 43.11 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; THEN

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NORTH 30 DEGREES 30 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 36.96 FEET TO A POINT; THENCE NORTH 30 DEGREES 48 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 35.93 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 91.56 FEET AND A RADIUS OF 722.81 FEET, BEING SUBTENDED BY A CHORD OF NORTH 50 DEGREES 35 MINUTES 11 SECONDS WEST A DISTANCE OF 91.50 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT OF WAY FOLLOWING A CURVE TO THE LEFT WITH AN ARC LENGTH OF 85.05 FEET AND A RADIUS OF 722.81 FEET, BEING SUBTENDED BY A CHORD OF NORTH 57 DEGREES 35 MINUTES 36 SECONDS WEST A DISTANCE OF 85.00 FEET TO A POINT; THENCE SOUTH 78 DEGREES 50 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 19.63 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 136.06 FEET AND A RADIUS OF 707.28 FEET, BEING SUBTENDED BY A CHORD OF NORTH 68 DEGREES 50 MINUTES 36 SECONDS WEST A DISTANCE OF 135.85 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 109.23 FEET AND A RADIUS OF 707.66 FEET, BEING SUBTENDED BY A CHORD OF NORTH 72 DEGREES 24 MINUTES 51 SECONDS WEST A DISTANCE OF 109.12 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 81.50 FEET AND A RADIUS OF 673.87 FEET, BEING SUBTENDED BY A CHORD OF NORTH 86 DEGREES 19 MINUTES 40 SECONDS WEST A DISTANCE OF 81.45 FEET TO A POINT; THENCE NORTH 89 DEGREES 41 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 126.09 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 88 DEGREES 25 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 100.36 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 01 DEGREE 47 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 161.10 FEET TO A POINT; THENCE NORTH 15 DEGREES 33 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 206.09 FEET TO A POINT; THENCE SOUTH 58 DEGREES 47 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 144.44 FEET TO A POINT; THENCE SOUTH 63 DEGREES 03 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 100.52 FEET TO A POINT; THENCE SOUTH 71 DEGREES 36 MINUTES 01 SECOND WEST FOR A DISTANCE OF 200.26 FEET TO A POINT; THENCE SOUTH 82 DEGREES 48 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 103.07 FEET TO A POINT; THENCE NORTH 01 DEGREE 34 MINUTES 01 SECOND EAST FOR A DISTANCE OF 63.22 FEET TO A POINT; THENCE NORTH 30 DEGREES 11 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 456 FEET TO A REBAR FOUND; THENCE NORTH 30 DEGREES 07 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 99 FEET TO A REBAR FOUND; THENCE NORTH 87 DEGREES 51 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 159 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 125.28 FEET AND A RADIUS OF 155.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 40 DEGREES 14 MINUTES 04 SECONDS EAST A DISTANCE OF 121.90 FEET TO A POINT; THENCE NORTH 63 DEGREES 23 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 76.79 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT WITH AN ARC LENGTH OF 55.78 FEET AND A RADIUS OF 36.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 18 DEGREES 59 MINUTES 49 SECONDS EAST A DISTANCE OF 50.37 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE RIGHT WITH AN ARC LENGTH OF 95.88 FEET AND A RADIUS OF 55.68 FEET, BEING SUBTENDED BY A CHORD OF NORTH 23 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 84.47 FEET TO A POINT; THENCE WITH A REVERSE CURVE TO THE LEFT WITH AN ARC LENGTH OF 24.47 FEET AND A RADIUS OF 24.50 FEET, BEING SUBTENDED BY A CHORD OF NORTH 39 DEGREES 26 MINUTES 26 SECONDS EAST A DISTANCE OF 23.47 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 129.71 FEET AND A RADIUS OF 630.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 10 DEGREES 09 MINUTES 05 SECONDS EAST A DISTANCE OF 129.48 FEET TO A POINT; THENCE WITH A COMPOUND CURVE TO THE LEFT WITH AN ARC LENGTH OF 31.60 FEET AND A RADIUS OF 26.00 FEET, BEING SUBTENDED BY A CHORD OF NORTH 30 DEGREES 34 MINUTES 11 SECONDS WEST A DISTANCE OF 29.69 FEET TO A REBAR FOUND; THENCE NORTH 00 DEGREES 51 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 571.25 FEET TO THE CENTERLINE OF FOE KILLER CREEK; THENCE FOLLOWING THE CENTERLINE OF FOE KILLER CREEK FOR THE FOLLOWING COURSES AND DISTANCES; SOUTH 47 DEGREES 45 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 43.93 FEET TO A POINT; THENCE SOUTH 61 DEGREES 17 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 344.44 FEET TO A POINT; THENCE SOUTH 63 DEGREES 58 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 138.09 FEET TO A POINT; THENCE SOUTH 55 DEGREES 38 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 230.52 FEET TO A POINT; THENCE SOUTH 57 DEGREES 36 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 217.70 FEET TO A POINT; THENCE SOUTH 66 DEGREES 06 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 228.31 FEET TO A POINT; THENCE SOUTH 46 DEGREES 24 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 245.33 FEET TO A POINT; THENCE SOUTH 35 DEGREES 35 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 93.40 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF FOE KILLER CREEK SOUTH 75 DEGREES 00 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 603.44 FEET TO A REBAR FOUND; THENCE SOUTH 01 DEGREE 51 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 564.44 FEET TO A REBAR FOUND; THENCE SOUTH 67 DEGREES 46 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 24 DEGREES 48 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 31.77 FEET TO A REBAR FOUND; THENCE SOUTH 66 DEGREES 02 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 272.62 FEET TO A POINT; THENCE SOUTH 35 DEGREES 03 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 80.65 FEET TO A POINT; THENCE SOUTH 07 DEGREES 51 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 47.02 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 11.082 ACRES AND IS DEPICTED ON THAT ALTA/NSPS PLAT SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RAD GRLS NO. 3033, DATED DECEMBER 22, 2020.

PARCEL 2

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 559 AND 591, DISTRICT 1, SECTION 2, CITY OF ROSWELL, FULTON COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE EAST CORNER OF THE MITERED INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF MANSELL ROAD (RIGHT OF WAY VARIES) WITH THE NORTHERLY RIGHT OF WAY OF OLD ROSWELL ROAD (RIGHT OF WAY VARIES); THENCE TRAVELING ALONG THE NORTHERLY RIGHT OF WAY OF OLD ROSWELL ROAD NORTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 290.45 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 33 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 129.95 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 47.1 FEET AND A RADIUS OF 300.31 FEET, BEING SUBTENDED BY A CHORD OF NORTH 28 DEGREES 32 MINUTES 30 SECONDS WEST A DISTANCE OF 47.61 FEET TO A POINT; THENCE NORTH 23 DEGREES 59 MINUTES 36 SECONDS WEST A DISTANCE OF 58.06 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 24 DEGREES 48 MINUTES 30 SECONDS EAST A DISTANCE OF 31.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67 DEGREES 46 MINUTES 13 SECONDS WEST A DISTANCE OF 60.22 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 01 DEGREE 51 MINUTES 23 SECONDS EAST A DISTANCE OF 564.90 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 75 DEGREES 00 MINUTES 49 SECONDS EAST A DISTANCE OF 603.42 FEET TO A POINT ON THE CENTERLINE OF FOE KILLER CREEK; THENCE TRAVELING ALONG THE CENTERLINE OF FOE KILLER CREEK THE FOLLOWING COURSES AND DISTANCES: SOUTH 31 DEGREES 37 MINUTES 51 SECONDS EAST A DISTANCE OF 196.15 FEET TO A POINT; THENCE SOUTH 03 DEGREES 51 MINUTES 22 SECONDS EAST A DISTANCE OF 85.50 FEET TO A POINT; THENCE SOUTH 33 DEGREES 53 MINUTES 18 SECONDS EAST A DISTANCE OF 101.36 FEET TO A POINT; THENCE SOUTH 27 DEGREES 02 MINUTES 38 SECONDS EAST A DISTANCE OF 69.76 FEET TO A POINT; THENCE SOUTH 03 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 51.06 FEET TO A POINT; THENCE SOUTH 27 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 86.61 FEET TO A POINT; THENCE SOUTH 40 DEGREES 54 MINUTES 30 SECONDS EAST A DISTANCE OF 32.82 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD ROSWELL ROAD; THENCE LEAVING SAID CREEK AND TRAVELING ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 69 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 66.16 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 29 DEGREES 52 MINUTES 22 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 210.00 FEET TO A POINT; THENCE NORTH 63 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 23.93 FEET TO A POINT; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 76.85 FEET TO A POINT; THENCE SOUTH 21 DEGREES 28 MINUTES 03 SECONDS WEST A DISTANCE OF 12.81 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 32.89 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 33 DEGREES 52 MINUTES 47 SECONDS WEST A DISTANCE OF 56.00 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 77.74 FEET AND A RADIUS OF 217.50 FEET, BEING SUBTENDED BY A CHORD OF NORTH 77 DEGREES 45 MINUTES 42 SECONDS WEST A DISTANCE OF 77.33 FEET TO A POINT; THENCE NORTH 67 DEGREES 31 MINUTES 20 SECONDS WEST A DISTANCE OF 100.44 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 128.28 FEET AND A RADIUS OF 157.50 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 89 DEGREES 08 MINUTES 39 SECONDS WEST A DISTANCE OF 124.76 FEET TO A POINT; THENCE SOUTH 66 DEGREES 00 MINUTES 24 SECONDS WEST A DISTANCE OF 111.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 11.082 ACRES AND IS DEPICTED ON THAT ALTA/ACSM PLAT OF SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADEGGER, LICENSED SURVEYOR, GRLS NO. 3033, DATED JANUARY 17, 2014.

THE FOREGOING TRACT 1 IS ALSO DESCRIBED AS SURVEYOR'S LEGAL:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 559 AND 591, DISTRICT 1, SECTION 2, CITY OF ROSWELL, FULTON COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE EAST CORNER OF THE MITERED INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF MANSELL ROAD (R/W VARIES) WITH THE NORTHERLY RIGHT OF WAY OF OLD ROSWELL ROAD (R/W VARIES); THENCE TRAVELING ALONG THE NORTHERLY RIGHT OF WAY OF OLD ROSWELL ROAD NORTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 290.45 FEET TO A POINT;

Attachment: 251106_MOU with Roswell City Authorities_PPF Executed (Approval of Mansell Overlook MOU)

THENCE LEAVING SAID RIGHT OF WAY NORTH 33 DEGREES 05 MINUTES 43 SECONDS WEST A DISTANCE OF 129.05 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 47.66 FEET AND A RADIUS OF 300.31 FEET, BEING SUBTENDED BY A CHORD OF NORTH 28 DEGREES 32 MINUTES 39 SECONDS WEST A DISTANCE OF 47.61 FEET TO A POINT; THENCE NORTH 23 DEGREES 59 MINUTES 36 SECONDS WEST A DISTANCE OF 58.06 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 24 DEGREES 48 MINUTES 42 SECONDS EAST A DISTANCE OF 31.77 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 67 DEGREES 46 MINUTES 13 SECONDS WEST A DISTANCE OF 60.22 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 01 DEGREE 51 MINUTES 23 SECONDS EAST A DISTANCE OF 564.90 FEET TO A CAPPED REBAR FOUND; THENCE NORTH 75 DEGREES 00 MINUTES 49 SECONDS EAST A DISTANCE OF 603.42 FEET TO A POINT ON THE CENTERLINE OF FOE KILLER CREEK; THENCE TRAVELING ALONG THE CENTERLINE OF FOE KILLER CREEK THE FOLLOWING COURSES AND DISTANCES: SOUTH 31 DEGREES 37 MINUTES 51 SECONDS EAST A DISTANCE OF 196.15 FEET TO A POINT; THENCE SOUTH 03 DEGREES 51 MINUTES 22 SECONDS EAST A DISTANCE OF 85.50 FEET TO A POINT; THENCE SOUTH 33 DEGREES 53 MINUTES 18 SECONDS EAST A DISTANCE OF 101.36 FEET TO A POINT; THENCE SOUTH 27 DEGREES 02 MINUTES 38 SECONDS EAST A DISTANCE OF 69.76 FEET TO A POINT; THENCE SOUTH 03 DEGREES 20 MINUTES 30 SECONDS WEST A DISTANCE OF 51.06 FEET TO A POINT; THENCE SOUTH 27 DEGREES 40 MINUTES 09 SECONDS EAST A DISTANCE OF 86.61 FEET TO A POINT; THENCE SOUTH 40 DEGREES 54 MINUTES 30 SECONDS EAST A DISTANCE OF 32.82 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF OLD ROSWELL ROAD; THENCE LEAVING SAID CREEK AND TRAVELING ALONG SAID RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 69 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 66.16 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 40.00 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 29 DEGREES 52 MINUTES 22 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 210.00 FEET TO A POINT; THENCE NORTH 63 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 23.93 FEET TO A POINT; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 76.86 FEET TO A POINT; THENCE SOUTH 21 DEGREES 28 MINUTES 03 SECONDS WEST A DISTANCE OF 12.81 FEET TO A CONCRETE MONUMENT FOUND; THENCE SOUTH 60 DEGREES 07 MINUTES 38 SECONDS WEST A DISTANCE OF 32.89 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY NORTH 33 DEGREES 52 MINUTES 47 SECONDS WEST A DISTANCE OF 56.16 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 77.74 FEET AND A RADIUS OF 217.50 FEET, BEING SUBTENDED BY A CHORD OF NORTH 77 DEGREES 45 MINUTES 42 SECONDS WEST A DISTANCE OF 77.33 FEET TO A POINT; THENCE NORTH 67 DEGREES 31 MINUTES 20 SECONDS WEST A DISTANCE OF 100.44 FEET TO A POINT; THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 128.28 FEET AND A RADIUS OF 157.50 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 89 DEGREES 08 MINUTES 39 SECONDS WEST A DISTANCE OF 124.76 FEET TO A POINT; THENCE SOUTH 66 DEGREES 00 MINUTES 24 SECONDS WEST A DISTANCE OF 111.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 11.082 ACRES AND IS DEPICTED ON THAT ALTA/NSPS PLAT SURVEY PREPARED BY LANDPRO SURVEYING AND MAPPING, INC., SEALED AND CERTIFIED BY JAMES H. RADIG, LICENSED SURVEYOR, LICENSE NO. 3033, DATED DECEMBER 22, 2020.



City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10228

MEETING DATE: December 18, 2025

DEPARTMENT: Economic Development

ITEM TYPE: Memorandum of Understanding

Approval of a Memorandum of Understanding (MOU) for the proposed West Alley Development.

Item Summary:

Approval of a Memorandum of Understanding (MOU) between the City of Roswell and/or the Downtown Development Authority (DDA), West Alley, LLC, and Founders Row, LLC, related to the proposed West Alley Development.

Background:

The City of Roswell, West Alley, LLC (Property Owner), and Founders Row, LLC (Master Developer) have expressed a mutual interest in evaluating the redevelopment of approximately five (5) acres of real property located at or near the intersection of Magnolia Street and Mimosa Boulevard in Roswell. The proposed West Alley Development is envisioned as a mixed-use project that may include commercial, residential, office, educational, and/or civic uses intended to support job creation, civic programming, and economic development within the City.

Purpose of the MOU:

The MOU establishes a structured, non-binding framework for collaboration among the parties during an initial due diligence and planning phase. The MOU outlines respective roles and responsibilities, establishes expectations for coordination, and provides a defined period during which the City will work exclusively with the Property Owner and Master Developer to evaluate the feasibility of the Project.

Key Terms:

- The Property Owner will provide reasonable access to the property for planning, environmental, and engineering assessments and cooperate in discussions regarding potential development structures, without obligation to enter into a binding transaction.
- The Master Developer will conduct due diligence at its own expense, prepare a conceptual master plan and phased development schedule and engage professional consultants as necessary.
- The City will facilitate coordination related to planning, zoning, permitting, infrastructure, public engagement, and consideration of available economic development tools, consistent with City policy and applicable law.
- The MOU is expressly non-binding with respect to development of the Project. No party is obligated to proceed unless and until formal definitive agreements are negotiated, approved and executed.

Agenda Item (ID # 10228)

- The MOU includes a ninety (90) day exclusivity period during which the City agrees to work exclusively with the Property Owner and Master Developer regarding the Project on the subject property.
- During the exclusivity period, the City further agrees not to declare a default or pursue remedies under any existing development agreement related to the property based solely on the execution of the MOU or the good-faith pursuit of the Project.
- The MOU may be terminated by any party upon thirty (30) days' written notice. Certain provisions, including confidentiality, governing law, and exclusivity-related obligations, survive termination as provided in the MOU.

Staff Recommendation:

Staff recommends approval of the MOU to allow the parties to proceed with coordinated due diligence and planning efforts for the proposed West Alley Development.

Financial Impact:

Approval of the MOU does not create a financial obligation for the City. Any future incentives, expenditures, or contractual commitments would be subject to separate negotiation and City Council approval.

Recommended Motion:

Motion to approve a Memorandum of Understanding between the City of Roswell and/or the Downtown Development Authority, West Alley, LLC, and Founders Row, LLC, related to the West Alley Development and authorize the Mayor to execute the MOU.

Presented by:

Jeffrey Leatherman, Senior Vice President and Deputy City Administrator

MEMORANDUM OF UNDERSTANDING

City of Roswell and Its Authorities, West Alley, LLC, and Founders Row, LLC

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is made and entered into as of this 18th day of December 2025 (the “Effective Date”), by and between the City of Roswell, Georgia and/or the Downtown Development Authority of the City of Roswell (each and collectively, as applicable, hereinafter referred to as the “CITY”), West Alley, LLC, a Georgia limited liability company (“PROPERTY OWNER”), and Founders Row, LLC, a Georgia limited liability company (“MASTER DEVELOPER”). PROPERTY OWNER, MASTER DEVELOPER and the CITY are sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. PURPOSE. The PROPERTY OWNER, MASTER DEVELOPER, and the CITY are interested in redeveloping approximately five (5) acres of real property located at or near the intersection of Magnolia Street and Mimosa Boulevard in the City of Roswell, Fulton County, Georgia (the “Property”), as more particularly described in documentation to be exchanged between the Parties, for a mixed-use development (the “Project”) intended to create job opportunities, civic programming, and economic development within the City of Roswell, Georgia.
2. PROJECT. The MASTER DEVELOPER and the CITY understand that the Project may include commercial, residential, office, educational and/or civic uses and spaces, the specific mix, density and configuration of which will be further evaluated and determined during the due diligence and planning phase in consultation with PROPERTY OWNER.
3. ROLES AND RESPONSIBILITIES.

A. PROPERTY OWNER.

1. Grant reasonable access to the Property for planning, environmental and engineering assessments subject to reasonable advance notice, coordination with PROPERTY OWNER, customary insurance requirements, and execution of any access agreements reasonably required by PROPERTY OWNER.
2. Cooperate in the negotiation and documentation of a development agreement and/or sale, lease or joint venture with the MASTER DEVELOPER, provided that nothing in this MOU obligates PROPERTY OWNER to enter into any such agreement on any particular terms.
3. Provide necessary documents demonstrating legal ownership and authority to proceed with discussion of potential transactions regarding the Property, subject to customary confidentiality obligations and public records limitations applicable to the CITY.
4. Conduct preliminary due diligence on the Property and the feasibility of the Project, at MASTER DEVELOPER’s sole cost and expense, except as otherwise expressly agreed in writing by the Parties.
5. Prepare a conceptual master plan and phased development schedule for the Project for review and comment by PROPERTY OWNER and the CITY.
6. Engage consultants, engineers and architects as needed to support the planning and entitlement process.
7. Work with the CITY and PROPERTY OWNER to establish the terms of a public-private partnership and related development structure, which terms will be documented, if agreed, in one or more definitive written agreements approved by all Parties.

8. Facilitate the Project through planning, zoning, permitting and infrastructure coordination, including coordinating with relevant CITY departments and authorities in good faith and within the CITY's legal authority and applicable procedures.
9. Consider available incentives and other economic development tools that may be available under applicable law and CITY policy, in the CITY's sole discretion.
10. Engage in public outreach and engagement regarding the Project, in coordination with PROPERTY OWNER and MASTER DEVELOPER to the extent practicable and consistent with applicable open meetings and public records requirements.
11. Participate in ongoing coordination meetings with PROPERTY OWNER and MASTER DEVELOPER at times reasonably agreed by the Parties.
4. **NON-BINDING NATURE.** This MOU is intended to reflect the good-faith intentions of the Parties but does not constitute a legally binding agreement to proceed with the Project. No Party will have any obligation to consummate the Project or any related transaction unless and until the Parties execute and deliver one or more formal, written definitive agreements that are approved and authorized in accordance with each Party's applicable governance and legal requirements (the "Definitive Agreements"). Notwithstanding the foregoing, Sections 5 (Termination), 6 (Confidentiality), 7 (Timelines) to the extent it reflects process only, 8 (Governing Law), 9 (Exclusivity), together with this sentence, are intended to be, and will be, binding on the Parties.
5. **TERMINATION.** This MOU may be terminated by any Party upon thirty (30) days' written notice to the other Parties, which notice may be delivered in person, by nationally recognized overnight courier or by email with confirmation of receipt to the addresses or email contacts designated by each Party from time to time. Upon termination, the Parties will have no further obligations under this MOU except for those provisions expressly stated to survive termination, including Sections 6, 8 and 9.
6. **CONFIDENTIALITY.** To the extent allowed by Georgia law, the Parties agree to maintain confidentiality of non-public information furnished by one Party to another in connection with the Project and this MOU ("Confidential Information"). Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this MOU; (b) is or becomes available to the receiving Party on a non-confidential basis from a source not known to be bound by a confidentiality obligation; (c) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law, regulation subpoena, court order, or applicable open records requirements. In the event of any required disclosure under clause (d), the receiving Party will, to the extent legally permitted, provide prompt notice to the disclosing Party so that the disclosing Party may seek a protective order or other appropriate remedy.
7. **TIMELINES.** The Parties agree to determine preliminary timelines for the Project, including milestones for due diligence, conceptual design, entitlements, negotiation of Definitive Agreements, and anticipated commencement of construction, it being understood that such timelines are estimates only and are not binding commitments.
8. **GOVERNING LAW; VENUE.** This MOU will be governed by the laws of the State of Georgia, without regard to its conflict of law principles. Any dispute arising under the binding provisions of this MOU will be brought exclusively in the state or federal courts located in Fulton County, Georgia, and the Parties consent to the jurisdiction of such courts for such purposes.
9. **EXCLUSIVITY; EXISTING DDA.**
 - 9.1 **Exclusivity Period.** For a period commencing on the Effective Date and continuing for ninety

(90) days thereafter (the “Exclusivity Period”), the CITY will work exclusively with PROPERTY OWNER and MASTER DEVELOPER with respect to the planning, negotiation and documentation of the Project on the Property. During the Exclusivity Period, the CITY will not with respect to the Property or any substantially similar project on the Property: (a) solicit, initiate, or knowingly encourage any proposal or offer from any third party that is inconsistent with or competitive to the Project as contemplated in this MOU; (b) enter into any agreement, letter of intent, memorandum of understanding or similar arrangement with any third party regarding a competing development or disposition of the Property; or (c) participate in substantive negotiations with any third party regarding such a competing transaction.

9.2 Standstill on Default Declarations. The CITY agrees that, during the Exclusivity Period, it will not declare PROPERTY OWNER to be in default under any existing development agreement, including any development agreement with the Downtown Development Authority relating to the Property (the “Existing DDA”), nor initiate or pursue any remedies thereunder, based solely on (a) the execution, delivery or existence of this MOU; (b) the negotiation of the Project or related Definitive Agreement among the Parties; or (c) the Parties’ good-faith efforts to advance the Project in reliance on this MOU. For the avoidance of doubt, nothing in this Section 9.2 limits the CITY’s rights to enforce the Existing DDA in the event of any separate, material default by PROPERTY OWNER that is unrelated to this MOU or the good-faith pursuit of the Project contemplated hereby.

9.3 Survival. The provisions of this Section 9 will survive any termination or expiration of this MOU with respect to any actions or omissions occurring during the Exclusivity Period.


[Signatures on following page]

Attachment: 2025.12.16 Executed West Alley MOU (Roswell, GA)_Need City-2 (Approval of West Alley MOU)

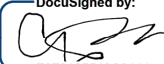
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first above written.

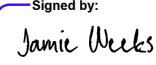
WEST ALLEY, LLC,
a Georgia limited liability company

By: TRUE NORTH COMPANIES, LLC,
a Georgia limited liability company,
Its: Member

By: 
Name: E582C9AE0B86449... Walter F. Gill, Jr.
Its: Manager
Date: 12/18/2025

FOUNDERS ROW, LLC,
a Georgia limited liability company

By: 
Name: E079765546C2814... Roger Patterson
Title: Manager
Date: 12/18/2025

By: 
Name: 8CF8658F9DBB478... Jamie Weeks
Title: Member
Date: 12/18/2025

CITY OF ROSWELL, GEORGIA

By: _____
Name:

Attachment: 2025.12.16 Executed West Alley MOU (Roswell, GA)_Need City-2 (Approval of West Alley MOU)



City of Roswell

Mayor and Council Special Called

AGENDA ITEM REPORT

ID # - 10229

MEETING DATE: December 18, 2025

DEPARTMENT: Economic Development

ITEM TYPE: Approval

Approval of a Non-Binding Letter of Intent (LOI) Between the City of Roswell and The SPOT, Bratislava, Slovakia.

Item Summary:

Approval of a Non-Binding Letter of Intent (LOI) between the City of Roswell and The SPOT, Bratislava, Slovakia, to Explore a Joint Economic Opportunity and Accelerator Relationship.

Background:

The City of Roswell, Georgia, and The SPOT, an innovation and accelerator organization located in Bratislava, Slovakia, have expressed mutual interest in exploring a collaborative, non-exclusive economic development relationship focused on fostering international business growth, innovation, and cultural exchange. The proposed relationship seeks to attract and support innovative businesses-including healthcare, technology, defense, software, cybersecurity, and education-related enterprises-with an emphasis on establishing or expanding a meaningful presence in Roswell.

Discussion:

The attached Non-Binding LOI outlines the parties' shared intent to negotiate in good faith toward a future memorandum of understanding related to the potential creation of an accelerator program in Roswell. The contemplated accelerator would provide participating businesses with access to physical space, local business networks, professional services, permitting support, and potential investment opportunities, while encouraging participating companies to maintain U.S. operations, headquarters, or a substantial presence in Roswell.

The LOI also contemplates reciprocal collaboration with The SPOT and its members, shared best practices, workforce development opportunities, and efforts to attract a nationally recognized university partner. The LOI is expressly non-binding and does not create any legal, financial, or contractual obligations for either party. Any future binding agreement, financial commitment, incentives, or governance structure would be subject to separate negotiation and City Council approval.

Financial Impact:

There is no direct financial impact associated with approval of this Non-Binding LOI. Any future investments, incentives, or expenditures would require separate City Council consideration and approval.

Staff Recommendation:

Staff recommends approval of the Non-Binding LOI between the City of Roswell and The SPOT.

Agenda Item (ID # 10229)**Recommended Motion:**

Motion to approve the Non-Binding Letter of Intent between the City of Roswell and The SPOT, Bratislava, Slovakia, and authorize the Mayor to execute the Letter.

Presented by:

Jeffrey Leatherman, Senior Vice President and Deputy City Administrator

CITY OF ROSWELL, GA, USA – THE SPOT, BRATISLAVA, SLOVAKIA

Non-binding Letter of Intent

November 13, 2025

Re: Non-binding Letter of Intent for Non-Exclusive Joint Economic Opportunity Relationship

This Letter of Intent (“Letter”) sets forth the mutual interests of the the City of Roswell, Georgia, U.S.A. and its affiliated economic development arm(s) (“Roswell”) on one hand and The SPOT (“The Spot”) on the other hand, regarding the potential affiliation and transaction described herein. It is further contemplated that the Parties will establish a reciprocal relationship with an accelerator facility in Roswell for the purpose of growing and fostering a community environment focused on exchanging of cultures, technologies, and business practices for innovative businesses to include, but no be limited to, healthcare, technology, defense, software, cyber security, and education (“Businesses”). As a condition for membership into the Roswell incubator program(s), the aforementioned Businesses shall endeavor to maintain their U.S. incorporations, headquarters, nerve center(s), or maintain a substantial presence in Roswell, Georgia. The Parties will further endeavor to attract a university of national renown to establish a meaningful presence in Roswell to train and educate the work force necessary for the contemplated businesses as well as work with federal, state, and county governments and agencies to fulfill the goals of this enterprise. Reciprocally, the Parties will endeavor to share best practices, ideas, and opportunities with The Spot and its members. This document, in and of itself, does not represent an enforceable legal contract.

The Parties agree that their goal and interest herein is to bring about innovative 21st century and beyond Businesses to Roswell, for the purpose of their entry and. growing in the U.S. and global markets, mutual economic benefit and opportunity as well as foster cultural opportunities to the citizens of Roswell and The Spot members (the ”Relationship”), and thus, each Party promises to negotiate in good faith, for the period set forth below, and reach a definitive memorandum of understanding (“MOU”) to include the terms and conditions set forth in this Letter and such other representations, warranties, conditions, covenants, indemnities and other terms as the Parties may agree upon.

The principal terms of the proposed relationship would be substantially as follows:

TERMS AND CONDITIONS

1. The Parties will endeavor to create and support an accelator program in Roswell for the purpose of attracting, growing, fostering, and supporting Businesses and a university.
2. The Parties will create and support an accelerator program that facilitates the growth of the Businesses. Such Roswell program(s) will include access to physical space, access to local businesses, support from Roswell, as well as recommended vendors and professional

Attachment: LOI Roswell-THE SPOT (Approval of The Spot Letter of Intent)

service providers, help with applicable local permitting, as well as potential investment opportunities (“Roswell Accelerator”). In exchange, Businesses endeavor to headquarter or have a substantial presence in Roswell as well as endeavor to employ individuals in Roswell.

3. **Effective Date:** The Parties propose and anticipate a start date of the Roswell Accelerator to begin on or before January 1, 2026 (“Commencement Date”).
4. **Purchase Price:** The Parties agree to a, mutually agreeable individual investment price to be agreed upon by the parties (“Initial Investment Price”). Such Initial Investment Price may be calculated in the form of cash, tax abatements, incentives, or other tangibles valued at or above the Initial Investment Price which will be borne as agreed in the future.
5. **Management:** The Parties agree to appoint a sufficient number of board members for the joint venture as it concerns an accelerator for Businesses and a day-to-day manager.
6. **Contingency:** This Letter is contingent upon approval by the City of Roswell’s City Council and the boards of directors of The Spot.
7. **Non-Assignable.** No Party may assign any right, title, or interest in this Agreement without explicit written approval by the other Party.
8. **Termination:** This Letter will automatically terminate upon the earliest of: (A) the execution of the MOU by the parties; (B) the mutual written agreement of the Parties; or August 1, 2026.
9. **THIS LETTER OF INTENT DOES NOT CONSTITUTE OR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE OR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY TO THIS LETTER OF INTENT. NO SUCH OBLIGATION SHALL BE CREATED, EXCEPT BY THE EXECUTION AND DELIVERY OF THE MOU CONTAINING SUCH TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION AS SHALL BE AGREED UPON BY THE PARTIES, AND THEN ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SUCH MOU.**
10. **Miscellaneous:** This letter shall be governed by the substantive laws of the State of Georgia without regard to conflict of law principles. This letter constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and

conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party. Governing Law and Jurisdiction: This Letter of Intent and any definitive agreements contemplated herein shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of law principles. Any dispute by or under this agreement shall be heard in person before AAA Arbitration, applying then in existing Commercial Rules, before a single arbitrator, in Atlanta, or at a mutually agreeable location. The Parties irrevocably waive any right to a jury trial and consent to the exclusive jurisdiction and venue of the state and federal courts located in Fulton County, Georgia.

If the foregoing terms and conditions are acceptable, please sign and return this Letter to the undersigned.

Very truly yours,

ROSWELL: _____

Print: _____

Agreed to and accepted by:

THE SPOT: _____

Print: _____

Attachment: LOI Roswell-THE SPOT (Approval of The Spot Letter of Intent)



City of Roswell

Mayor and Council
Special Called

AGENDA ITEM REPORT

ID # - 10218

MEETING DATE: December 18, 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