



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

**Mayor Mary Robichaux
Councilmember Sarah Beeson
Councilmember Eren Brumley
Councilmember Christine Hall
Councilmember Jennifer Phillippi
Councilmember Allen Sells
Councilmember Chris Zack**

Monday, March 9, 2026

7:00 PM

City Hall - Council Chambers

Welcome

Roll Call

Invocation/Moment of Silence - Sr. Pastor Lee Jenkins, Eagles Nest Church

Pledge of Allegiance

Presentation of Colors - Cub Scout Troop 87 and Cub Scout Pack 199

Mayor's Report

1. #10277 Fire Department 2025 Award Recipients

Presented by Pabel Troche, Chief of Fire

Consent Agenda

1. #10339 Approval of the minutes of the February 23, 2026 Regular Mayor and Council Meeting.

2. #10324 Approval from the Mayor or City Administrator to award a contract to Barbizon Lighting Company in the amount of \$427,998.64 for the completion of the rigging and dimmer upgrades at the Cultural Arts Center with a total budget authorization in the amount of \$470,000.00.

Presented by Steven Malone, Director of Recreation, Parks, H&C Affairs

Regular Agenda

1. #10332 Approval to add "Juneteenth" to the City of Roswell 2026 Holiday Calendar.

Presented by Tricia Redfern, Director of Human Resources

2. **#10315 Approval of ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance.**
Presented by Jeannie Peyton, Planning and Zoning Director
3. **#10244 Approval of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms. (First Reading)**
Presented by Jeannie Peyton, Planning and Zoning Director
4. **#10331 Approval of a Resolution to update locations in the City of Roswell to designate paid or restricted parking areas and approve the staff-recommended Initial Implementation Plan.**
Presented by Jeffrey Leatherman, Deputy City Administrator
5. **#10295 Approval of a Resolution of the Mayor and Council of the City of Roswell to approve the Bond Resolution of the Roswell Public Facilities Authority (RPFA) authorizing the issuance of the RPFA Revenue Bond Series 2026 and authorize the execution of an Intergovernmental Agreement between the City and the RPFA.**
Presented by Bill Godshall, Chief Financial Officer
6. **#10037 Approval of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. (First Reading)**
Presented by Joseph Cusack, Assistant City Attorney

City Attorney's Report

7. **#10337 Recommendation to go into Closure at 5:30 PM on Monday March 23, 2026 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

AGENDA ITEM REPORT

ID # - 10277

MEETING DATE: March 9, 2026

DEPARTMENT: Fire

ITEM TYPE: Recognition

Fire Department 2025 Award Recipients

Item Summary:

Recognition of the 2025 Roswell Fire Department C Shift Service Award recipients. These awards honor personnel who demonstrated exceptional performance, leadership, customer service, and commitment to the department's core values of Service, Teamwork, Accountability, Integrity, and Respect.

Recipients distinguished themselves through operational excellence, training contributions, program leadership, and service to the Roswell community.

Firefighter of the Year - Kyle Phillips

Firefighter Phillips consistently demonstrates strong performance during both Fire and EMS incidents while contributing to a positive and dependable crew environment. He is known for providing outstanding customer service, including assisting elderly residents with safety needs and helping citizens beyond the initial response. Kyle takes initiative in training, improves station readiness, and represents the department with professionalism and care. His integrity, teamwork, and commitment to serving the community make him highly deserving of this recognition.

Fire Apparatus Operator of the Year - Nick Leslie

FAO Leslie delivers dependable operations, strong patient care, and excellent support to his crew. Since joining 22-C as one of the department's first full-time FAOs, he has contributed to successful emergency responses, equipment setup, and ongoing department training efforts. He actively participates in committee work and consistently provides thoughtful, respectful service to citizens during both emergency and non-emergency calls. Nick's professionalism, positive attitude, and dedication to serving others reflect the highest standards of the department.

EMS Provider of the Year - Jon Montague, Captain

Captain Montague provides steady leadership and strong clinical decision-making during high-risk incidents, including a critical officer-involved response this year. He supports EMS program development by assisting with departmental instruction and serving as an instructor for ACLS and CPR. He also contributes to Peer Support and CISM efforts, helping strengthen resilience and readiness across the department. His calm presence, medical expertise, and commitment to improving patient outcomes make him highly deserving of this award.

Agenda Item (ID # 10277)

Fire Chief's Award - Hagan Bailey, Captain

Captain Hagan Bailey has been selected as the recipient of the 2025 Fire Chief's Award. A member of the historic 21 (First 21 Captains) during the Roswell Fire Department's transition to full-time, Captain Bailey stepped into leadership at a pivotal moment in the department's development.

As a newly promoted company officer assigned to Station 27, Captain Bailey faced immediate challenges that tested his leadership, adaptability, and resilience. Despite the pressures of joining the organization during a period of significant transformation, he quickly earned his team's trust and established a strong, productive environment.

Beyond his role at the station, Captain Bailey consistently stepped forward to support critical projects that helped the department transition to full-time operations. His willingness to contribute wherever needed demonstrated his commitment to collective success.

Captain Bailey's dedication was particularly evident when he assumed leadership of the Self-Contained Breathing Apparatus (SCBA) program. He proactively sought advanced training and developed the expertise to bring high-quality SCBA maintenance and repair services in-house, ensuring operational readiness and cost-effectiveness.

After several necessary staffing shifts within RFD, Captain Bailey became the sole technician for the SCBA program, bearing full responsibility. He met that challenge with determination and resolve, consistently delivering exceptional results under pressure. Captain Bailey embodies quiet professionalism. He never seeks recognition but consistently strives for excellence. His actions reflect a standard of invisible excellence that inspires those around him and strengthens the department as a whole.

We are proud to honor Captain Hagan Bailey as the recipient of the 2025 Fire Chief's Award.

State of Georgia Chief Officer of the Year - Battalion Chief David "Buck" Rogers

Battalion Chief David Buck Rogers of the Roswell Fire Department has been named State Chief Officer of the Year in recognition of a distinguished career marked by leadership, service, and lasting impact on the Roswell community. A seasoned career chief officer and battalion chief in Roswell for over a decade, he has been a steady and influential leader during a period of significant growth and advancement for the department.

As one of the department's first full-time battalion chiefs, he played a pivotal role in the transition to a full-time staffing model, an evolution that strengthened operational readiness, enhanced response capabilities, and elevated the level of service delivered to residents. His operational expertise, particularly in technical rescue and complex incident management, is widely respected. He is known for a calm command presence, sound judgment, and an unwavering commitment to firefighter and community safety.

Equally impactful is his legacy of mentorship. Over the years, he has guided and developed generations of firefighters and officers, helping shape the leadership culture that defines the department today. This recognition reflects both his personal dedication and the standard of excellence he has helped build within Roswell's fire service.

Presented by:

Fire Chief Pabel Troche



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10339

MEETING DATE: March 9, 2026

DEPARTMENT: Administration

ITEM TYPE: Approval

Approval of the minutes of the February 23, 2026 Regular Mayor and Council Meeting.

Item Summary:

Approval of the minutes of the February 23, 2026 Regular Mayor and Council Meeting.



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

**Mayor Mary Robichaux
Councilmember Sarah Beeson
Councilmember Eren Brumley
Councilmember Christine Hall
Councilmember Jennifer Phillippi
Councilmember Allen Sells
Councilmember Chris Zack**

Monday, February 23, 2026	7:00 PM	City Hall - Council Chambers
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Welcome

Mayor Mary Robichaux: Present, Councilmember Sarah Beeson: Present, Councilmember Eren Brumley: Present, Councilmember Christine Hall: Present, Councilmember Jennifer Phillippi: Present, Councilmember Allen Sells: Present, Councilmember Chris Zack: Present.

Invocation/Moment of Silence - Executive Religious Director Abdullah Jaber, Roswell Community Masjid

Pledge of Allegiance - United States Navy Petty Officer Second Class (PO2) Taylor Davis

Mayor's Report

- 1. #10294 Reading of a Proclamation for the Esteemed Veteran of Roswell Award to United States Navy Petty Officer Second Class (PO2) Taylor N. Davis.**

Petty Officer Second Class (PO2) Taylor N. Davis, was honored for honorably serving the United States of America with courage, dedication, and distinction in the United States Navy.

RESULT:	PROCLAMATION READ
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- 2. #10276 Recognition of the 2025 Roswell Fire Department Service Award Recipients.**

Fire Officer of the Year Lieutenant Tony Pardinias and Fire Chief Officer of the Year Battalion Chief Gary Steck, recipients of the 2025 Roswell Fire Department B Shift Service Award, were honored for demonstrating exceptional performance, leadership, customer service, and commitment to the department's core values of Service, Teamwork, Accountability, Integrity, and Respect.

RESULT:	RECOGNIZED
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Consent Agenda

RESULT:	CONSENT AGENDA APPROVED [UNANIMOUS]
MOVER:	Sarah Beeson, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Brumley, Hall, Phillippi, Sells, Zack

1. #10323 Approval of the minutes of the February 9, 2026 Regular Mayor and Council Meeting.
2. #10265 Approval to Apply for and accept the FY2026 Assistance to Firefighters Grant (AFG) in a total amount not to exceed \$1,410,137 to fund critical firefighter safety and response infrastructure improvements for the Roswell Fire Department.
3. #10279 Approval for the Mayor or City Administrator to award the contract to Prime Contractor in the amount of \$890,000.00 for the completion of the Crabapple Center Interior Renovations with a total budget allocation of \$979,000.00.
4. #10285 Approval for the Mayor or City Administrator to award a contract to A&D Painting in the amount of \$98,200.00 for the completion of the Crabapple Center Interior Painting with a total budget allocation of \$103,131.00.

Regular Agenda

1. #10235 Approval for the Mayor or City Administrator to accept the Chickering Dredging Assistance Policy Application.

RESULT:	APPROVED [5 TO 0]
MOVER:	Chris Zack, Councilmember
SECONDER:	Allen Sells, Councilmember
IN FAVOR:	Beeson, Brumley, Phillippi, Sells, Zack
RECUSED:	Christine Hall

City Attorney's Report

2. #10322 Recommendation to go into Closure at 5:30 PM on Monday March 9, 2026 to Discuss Personnel, Litigation and Real Estate.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jennifer Phillippi, Councilmember
SECONDER:	Eren Brumley, Councilmember
IN FAVOR:	Beeson, Brumley, Hall, Phillippi, Sells, Zack

Adjournment

The meeting was adjourned at 7:52 PM



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10324

MEETING DATE: March 9, 2026

DEPARTMENT: Recreation and Parks

ITEM TYPE: Contract

Approval from the Mayor or City Administrator to award a contract to Barbizon Lighting Company in the amount of \$427,998.64 for the completion of the rigging and dimmer upgrades at the Cultural Arts Center with a total budget authorization in the amount of \$470,000.00.

Item Summary:

Over the last three years, Roswell Cultural Arts Center has evolved into a premier live-performance destination for the north metro region, fueled by innovation, strategic programming, and meaningful community outreach. Between 2022 and 2026, annual revenue more than doubled, from \$359,000 to over \$800,000, demonstrating both market demand and the facility's growing regional impact. With this level of sustained growth, reinvestment in the 35-year-old building is essential to protect public safety, preserve operational momentum, and continue supporting downtown Roswell's economic vitality.

In 2026, the Center plans to undertake a comprehensive replacement and integration of the main stage's equipment rigging and lighting dimmer systems to ensure reliable service for the next 35 years. Much of the existing rigging infrastructure is original to the facility and supports critical overhead equipment, including lighting, speakers, projectors, and curtains. The current dimmer rack, responsible for powering and controlling all stage lighting, is operating at only 70% capacity and is no longer repairable due to age and obsolescence. A fully modernized LED dimmer system, integrated with new rigging infrastructure, is necessary to meet safety standards, pass required certifications, and support efficient, contemporary production operations.

Two recent inspections confirmed that the rigging system is significantly outdated and deteriorating, with projected failure likely within the next 12 to 24 months.

This poses serious safety risks for performers, technical staff, and patrons. In 2025, a fire inspection unexpectedly triggered the deluge system and the smoke doors over the stage, underscoring the aging infrastructure's vulnerability. The incident exposed the risk of an operational shutdown, potential damage exceeding \$500,000 to production equipment, and substantial loss of ticketing and rental revenue. Because of the system's age and condition, accredited vendors could only implement a temporary solution. Full replacement is now the recommended and necessary course of action.

The project will begin with a board-certified inspection of the entire system, followed by the complete replacement of all rigging hardware, batten steel, and manual fly systems. The failing dimmer rack will also be replaced as part of the overall rigging overhaul, as it is integral to the safe and reliable operation of all electrical stage equipment.

Agenda Item (ID # 10324)

Completion of this project will significantly enhance safety and code compliance, reduce the physical load on staff during production resets, and restore long-term reliability to the facility's core technical systems. The upgraded infrastructure will support more efficient productions and rentals while positioning the Center for modern lighting enhancements, including LED fixtures. These upgrades will deliver higher-quality lighting and improved color control, reduce setup time and technical complexity, consume less energy, generate less heat, and place less strain on the rigging system overall.

Without this investment, continued operation of the stage will become increasingly unsafe and operationally unsustainable, placing both revenue growth and community access at risk. Construction is scheduled from May 24 through July 6, 2026, with those dates reserved to ensure full project completion and a safe return to service.

Committee or Staff Recommendation:

On February 24, 2026, the Committees of Council recommended placing this Item on Monday, March 9, 2026, Mayor and Council Agenda.

Financial Impact:

Funding in the amount of \$470,000.00 is available from the Hotel & Motel funding for Tourism Product Development.

Recommended Motion:

Motion to approve the Mayor or City Administrator awarding a contract to Barbizon Lighting Company in the amount of \$427,998.64 for the completion of the rigging and dimmer upgrades at the Cultural Arts Center with a total budget authorization in the amount of \$470,000.00.

Presented by:

Steven Malone, Director of Recreation, Parks, Historic, and Cultural Affairs



Systems, Products and Services
For Entertainment and Architecture

Barbizon Lighting
Southeast Region

1016 McClelland Court
Charlotte, NC 28206
(704) 372-2122

3980 Dekalb Technology
Parkway, Suite 770
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- Boston
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- Orlando
- Washington, D.C.
- United Kingdom

Thursday, February 19, 2026

To: Bryan Rosengrant
Roswell Cultural Arts Center
950 Forrest St.
Roswell, GA 30075

Reference: Theatrical Lighting Controls, Fixture and Rigging Upgrade package

Quote No.: A25122AR3

Dear Mr. Rosengrant:

I am pleased to provide you with this proposal for the Theatrical Lighting Controls, Fixture and Rigging Upgrade package as discussed during a site meeting with Josh Fisher.

Pricing is as follows:

Package Total Per Attached Quotation Sheet\$ 427,998.64

*****REFERENCE BARBIZON TIPS CONTRACT #230901*****

*****Please refer to the attached Bill of Materials for list of products and services.*****

***** Taxes, If Applicable, HAVE NOT Been Included*****

***** Fixture Prep, Hang and Focus is not included. Please inquire for fixture installation services pricing.*****

*****All over stage line sets to be stripped prior to Barbizon Lighting arriving on site per verbal agreement during site meetings.*****

Barbizon Scope of Work

Lighting Control, Power Control, Power and Data Distribution

- Provide the complete theatrical and/ or architectural lighting controls package to the EC for installation. This includes:
 - Dimmer/ Relay Panels
 - New Architectural Lighting Control stations (including button/ slider/ touch screens)
 - New lighting network equipment including network switches
 - New DMX/ network data distribution devices including Gateways and/ or Opto Splitters, data plug in stations, wireless data devices
 - New power/ data distribution devices including specialized circuit strips, outlet boxes, data plug in stations
 - New data cables as needed for lighting consoles, portable DMX gateways, and theatrical fixture package

Attachment: 02.24.26 Committee Item Barbizon Quote (Contract Authorization for the Cultural Arts Center Rigging and Dimmer Package)



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Theatrical or Specialty Lighting Fixtures and accessories

- Provide theatrical or specialty lighting fixtures, to include:
 - Theatrical lighting fixtures with accessories
 - Power cable extensions/ splitters and adapters
 - Data cables and adapters

Specialty Services

- Provide low voltage terminations for all control devices as listed in attached bill of materials.
- On site meeting for coordination and walk through (As listed on Bill of Materials)
- Remote project management meetings as needed
- Provide approval and as-built drawings, including but not limited to: riser, detail drawings, and necessary installation documentation and manuals.
- Program and commission the theatrical and/ or architectural lighting control system.
- Provide training on all theatrical and/or architectural lighting control components
- Work with EC to test and confirm functionality of all lighting system components and fixtures.
- Provide the theatrical lighting fixture package with accessories. Prep, hang and focus theatrical fixture package according to Theatrical lighting plot (provided by others).

Barbizon Theatrical Rigging Package

- Provide Theatrical Rigging materials to include:
 - Motorized rigging hoists with all hanging materials and control package
 - Theatrical Electrics including pipe battens/ truss with hanging hardware
 - Electrical distribution (circuit strips, circuit boxes, data distribution outlet boxes) with hanging hardware

Barbizon Specialty Rigging Services

- Install all theatrical rigging materials, including all hanging hardware (To existing structure provided by others)
- Install all track and drape materials including all hanging hardware.
- Commission and train motorized rigging package, include hoists and control system
- Provide submittal drawings for proposed rigging package
- Stamped Structural Engineering drawings for the existing building are not included. Barbizon encourages clients to provide this information if available.

Exceptions:

- Proposal assumes building structure is sufficient to support all structural and electrical loads. Barbizon Lighting reserves the right to request formal structural engineering reports prior to initiating work if structural drawings do not meet normal overhead safety standards or address any concerns. Barbizon reserves the right to halt services until said engineering report is provided without financial repercussions or fines.



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Owner/ Electrical Contractor Scope (NOT included in Barbizon Scope)

Electrical Contractor theatrical/ architectural lighting installation scope:

- Receive and store all provided equipment shipped to site
- Remove all existing dimmer racks, equipment racks and panels with components, relay panels, architectural control stations, theatrical control stations and plug boxes, circuit boxes, as required by project documents.
- Remove all fixtures, circuit strips, and draperies from existing line sets over the stage.
- Install all dimmer racks, relay panels, equipment racks and enclosures, circuit boxes, raceways, control input boxes, emergency transfer devices, architectural controls and sensors.
- Provide and install all conduits, standard electrical boxes, low voltage and high voltage wiring.
- Terminate and test all line voltage wiring into provided components.
- Provide and install any required new low voltage cable, including Network, Architectural Lighting network cable, DMX data cable.
- Test and confirm all lighting loads wiring and terminations.
- Coordinate with Barbizon best practices for most efficient use of time on site
- Provide and install all line voltage and low voltage wiring and terminations as required at fixtures and control devices. Test existing wiring for existing fixtures.
- All Fiber Optic Terminations by others.

Owner/ Electrical Contractor theatrical rigging Installation scope:

- Receive and store all provided equipment shipped to site
- Remove all existing theatrical circuit boxes (as required by project documents)
- Provide and install all conduits, standard electrical boxes, low voltage and high voltage wiring for any motorized hoists, raceways, circuit strips, and circuit boxes as provided by Barbizon Lighting.
- Terminate and test all line voltage wiring into provided components.
- Provide and install any required new low voltage cable, including Network, Architectural Lighting network cable, DMX data cable.
- Test and confirm all lighting loads wiring and terminations.

Terms and Conditions

- **Duties, taxes, fees, if applicable are not included in this quote.**
- **Freight is allowed to the job site.**
- This quote is based on Barbizon's interpretation of the project. Orders will only be accepted limited to the bill of materials and/or scope of work detailed.
- **All demolition, mounting, and electrical installation work including but not limited to terminations, junction boxes, wire, conduit, back boxes, pulling of wire, permits are excluded and must be performed by a licensed electrical contractor (Included)**
- Structural Engineering Not Included for existing or new lighting positions. To be provided by others. Barbizon presumes existing structure sufficient to handle new loads.
- Due to the complex nature of the system production requires various lead times. Control system is 12-16 weeks, weeks for delivery of equipment after receipt of written approval and release. Fixture package and accessories availability is estimated
- Standard manufacturer's warranty applies unless otherwise noted.
- With approved credit from Barbizon, payment terms will be determined.
- This quotation is valid for 30 days and must be verified for purchase outside of this time frame.
- Ceiling penetrations, ceiling work, escutcheons, patching, or painting of penetrations for rigging, fixture supports, or cabling are excluded from this proposal. Cut-in and finish work



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and/or millwork or cabinet modifications or additions are not included. Concrete coring, cutting, directional boring not included.

- All work spaces must be reasonably free and clear of obstructions prior to our crew's scheduled arrival.
- Emergency lighting and/or emergency power transfer has not been included
- No bonding, job permits, or fees have been included.
- Barbizon's standard insurance applies, certificates available upon request.
- A service charge of 1-1/2% per month (18% per annum), or the maximum allowed by law will be added to all past due invoices.
- Pricing reflects a 3% discount for payment by cash or check within stated terms. If these pricing terms are not met, this discount will be forfeited by the customer.
- Equipment stored beyond 30 days will incur a 1% per day surcharge.
- Cancellation fees will be incurred once equipment and/or services have been released.
- This quotation and any accompanying documents are the intellectual property of Barbizon Lighting Company and may not be redistributed without permission.

This is a budget estimate only, not a contract for service. This estimate is for the sale of the completion of the job described above. It is based upon our evaluation and does not include material price increases or additional labor and materials, which may be required.

Again, thank you for the opportunity to provide you with this proposal. Please feel free to contact me if you would like any further information.

Regards,

Joshua Fisher
Systems Integrator – Southeast

Item	Qty	Description	List Price		TIPS Discount	TIPS Discount		End User Price	
			Unit	Extended		Unit	Extended	Unit	Extended
				\$652,292.43			-\$224,293.79		\$427,998.64

Section I - Motorized Rigging Replacement

1.1		Motorized Hoist Package - Electrics P1300G-208-5 - Stage Electric - to consist of: 1 - Prodigy P1300G Powerhead (Total lifting capacity 1400 lbs, 30 fpm average, 50' max travel, power input: 3-phase 208V) 1 - Attached Compression Tube (4') 1 - Powerhead beam clamp 5 - Loft Blocks 5 - 3/16" Lift Lines as Required for 50' travel (4 Lift line minimum)							
	2		\$47,164.00	\$94,328.00	-42.00%	-\$19,808.88	-\$39,617.76	\$27,355.12	\$54,710.24
	10	Vertical RACA/Hanger Bracket Assemblies for use with no cable management							
	10	Beam Clamps							
	4	20' Compression Tube Natural Aluminum							
	2	6' Cut Compression Natural Aluminum							
1.2		Motorized Hoist Package - Scenic P1300G-208-5 - Stage Electric - to consist of: 1 - Prodigy P1300G Powerhead (Total lifting capacity 1400 lbs, 30 fpm average, 50' max travel, power input: 3-phase 208V) 1 - Attached Compression Tube (4') 1 - Powerhead beam clamp 5 - Loft Blocks 5 - 3/16" Lift Lines as Required for 50' travel (4 Lift line minimum)							
	2		\$47,164.00	\$94,328.00	-42.00%	-\$19,808.88	-\$39,617.76	\$27,355.12	\$54,710.24
	10	Vertical RACA/Hanger Bracket Assemblies for use with no cable management							
	10	Beam Clamps							
	4	20' Compression Tube Natural Aluminum							
	2	6' Cut Compression Natural Aluminum							
1.3		Hoist Power and Control Distribution System PCD20-7-RACEWAY - Power & Control Distribution Strip to consist of: 20' - Connector Strip with Voltage Barrier and 7 - Faceplates each with: (1) Power Connector (1) Control Connectors (1) 208V 15Amp Breaker 4 - hanging brackets FSMS-T - Fixed Speed Motor Starter – for controlling third party 3-phase motors with an ETC Rigging Controller. 208V 3-phase motors, hard wired or with pigtails. Can control motors up to 8 HP at 208V (10 HP at 480V) or mechanically linked dual motors up to 4 HP at 208V (5 HP at 480V) each. Does not include limit switches, position encoders, or load cells. With control and power pigtails for integration to base PCD raceway.							
	1								
	3								

Item	Qty	Description	List Price		TIPS Discount	TIPS Discount		End User Price	
			Unit	Extended		Unit	Extended	Unit	Extended
			\$652,292.43			-\$224,293.79		\$427,998.64	
1.4		Motor Control System							
	1	QT+ MK2 6CH - QuickTouch+ Mk2 Controller, 6 channel	\$11,555.00	\$11,555.00	-10.00%	-\$1,155.50	-\$1,155.50	\$10,399.50	\$10,399.50
	1	QT-SBB-LG - Large QuickTouch Surface Back box							
	1	QT-D-LG - Large QuickTouch Door							
	1	ESBS MK2 - Emergency Stop Button Station Mk2	\$1,899.00	\$1,899.00	-20.00%	-\$379.80	-\$379.80	\$1,519.20	\$1,519.20
	1	2SBD-4 - ETC 2-gang Surface Mount Back Box (3.5" deep)							
1.5		FOH Truss and Motors							
	0	Model L 3 PH. Hoist Body							
	0	Swivel Suspension, Med J LL							
	0	Motor Wiring, C7-30 Power - L1420C - Strain Relief - Rigid Handles							
	0	5/16" Lodestar Chain Black / Ft - 53' of chain for 50' of lift							
	0	Chain Capture System, for up to 60' of 5/16" chain - Fire Resistant (bag dimensions: 5.5"x10"x20")							
	0	C7 Fly Cable, 16/7 AWG, 75FT							
	0	Chain Motor Power and Control Distribution Box							
	0	LIGHT DUTY 12X12 TRUSS 10FT W/SPIGOTS							
	0	12" Mega Truss Pick, 1 Ton, Black							
	0	One Ton Beam Clamp							
	0	Chain Sliders							
	0	Truss and Motor Package Total (Infrastructure Remains)	\$30,000.00	\$0.00	-10.00%	-\$3,000.00	\$0.00	\$27,000.00	\$0.00
	6	Pipe Battens - 40' Length	\$800.00	\$4,800.00	-10.00%	-\$80.00	-\$480.00	\$720.00	\$4,320.00
	20	Hanger Brackets - Pipe to Pipe Type 26	\$140.00	\$2,800.00	-20.00%	-\$28.00	-\$560.00	\$112.00	\$2,240.00
	1	Freight	\$10,000.00	\$10,000.00	-25.00%	-\$2,500.00	-\$2,500.00	\$7,500.00	\$7,500.00
	2	Gridiron Junction Box - 15 Circuits	\$485.00	\$970.00	-25.00%	-\$121.25	-\$242.50	\$363.75	\$727.50
	4	Socapex Outlet Box w/Back Box	\$695.00	\$2,780.00	-25.00%	-\$173.75	-\$695.00	\$521.25	\$2,085.00
	200	Feet of Raw Multicable	\$15.00	\$3,000.00	-25.00%	-\$3.75	-\$750.00	\$11.25	\$2,250.00
	4	Socapex 19-pin Break-out - 6ft Tails	\$460.00	\$1,840.00	-25.00%	-\$115.00	-\$460.00	\$345.00	\$1,380.00
1.6		Static Rigging Repairs							
	1	Proof Coil Chain - Grade 30 Self Color							
	100	Screw-Pin Shackles 3/8th							
	60	Batten Clamps							
	60	Beam Clamps							
	10	Grade 8 Nylock - Pack of 10 - 1/2" -13							
	1	Hardware for Rigging Repairs Total	\$10,000.00	\$10,000.00	-24.00%	-\$2,400.00	-\$2,400.00	\$7,600.00	\$7,600.00



Item	Qty	Description	List Price		TIPS Discount	TIPS Discount		End User Price	
			Unit	Extended		Unit	Extended	Unit	Extended
			\$652,292.43			-\$224,293.79		\$427,998.64	
1.7		Technical Services							
	5	Project Manager							
	4	In Office/Admin							
	1	Submittal Drawings							
	20	Demo - 4 Crew 5 Days							
	36	Install - 4 Crew 9 Days							
	20	Rigging Repairs - 4 Crew 5 Days							
	375	Rigging Labor	\$290.00	\$108,750.00	-31.00%	-\$89.90	-\$33,712.50	\$200.10	\$75,037.50
	1	Dumpster for Demo Materials (BY OTHERS)							
	5	Barbizon Project Management	\$2,570.00	\$12,850.00	-61.00%	-\$1,567.70	-\$7,838.50	\$1,002.30	\$5,011.50
	5	Barbizon Processing and Oversight	\$2,570.00	\$12,850.00	-61.00%	-\$1,567.70	-\$7,838.50	\$1,002.30	\$5,011.50
	2	30' Scissor Lift - Per Month	\$5,490.00	\$10,980.00	-60.00%	-\$3,294.00	-\$6,588.00	\$2,196.00	\$4,392.00
						\$238,894.18			

Section II - Theatrical Fixture Package

2.1		Front Lighting							
	24	ColorSource Spot V, ETL, light engine with EDLT shutter barrel, with Multiverse, black with Soft focus diffuser, A-size pattern holder, and powerCON TRUE1 TOP cable with your choice of connector High Sides	\$2,040.00	\$48,960.00	-32.00%	-\$652.80	-\$15,667.20	\$1,387.20	\$33,292.80
	24	4XXLT Lens Tube Black Beam Angle TBD 19, 26, or 36 Degree	\$419.00	\$10,056.00	-30.00%	-\$125.70	-\$3,016.80	\$293.30	\$7,039.20
	24	C-Clamp	\$29.00	\$696.00	-25.00%	-\$7.25	-\$174.00	\$21.75	\$522.00
	24	Safety Cable Black	\$17.00	\$408.00	-30.00%	-\$5.10	-\$122.40	\$11.90	\$285.60
2.2		Onstage Side Lighting							
	12	ColorSource Spot V, ETL, light engine with EDLT shutter barrel, with Multiverse, black with Soft focus diffuser, A-size pattern holder, and powerCON TRUE1 TOP cable with your choice of connector High Sides	\$2,040.00	\$24,480.00	-32.00%	-\$652.80	-\$7,833.60	\$1,387.20	\$16,646.40
	12	4XXLT Lens Tube Black Beam Angle TBD 19, 26, 36, or 50 Degree	\$419.00	\$5,028.00	-30.00%	-\$125.70	-\$1,508.40	\$293.30	\$3,519.60
	12	C-Clamp	\$29.00	\$348.00	-25.00%	-\$7.25	-\$87.00	\$21.75	\$261.00
	12	Safety Cable Black	\$17.00	\$204.00	-30.00%	-\$5.10	-\$61.20	\$11.90	\$142.80
2.3		Low Side Lighting							
	12	Source 4WRD Color II (UL), black, with Connector (Specify)	\$935.00	\$11,220.00	-32.00%	-\$299.20	-\$3,590.40	\$635.80	\$7,629.60
	12	RJ45 Data Accessory Kit (contains W6538, W6539 and N4086)	\$53.00	\$636.00	-30.00%	-\$15.90	-\$190.80	\$37.10	\$445.20
		*** Re-Use of Existing Incandescent Fixture Bodies***							
2.4		Down/Back Lighting							
	15	ColorSource Fresnel V, ETL, with Multiverse, black with powerCON TRUE1 TOP cable with your choice of connector Down Lights	\$1,695.00	\$25,425.00	-32.00%	-\$542.40	-\$8,136.00	\$1,152.60	\$17,289.00
	15	C-Clamp	\$29.00	\$435.00	-25.00%	-\$7.25	-\$108.75	\$21.75	\$326.25
	15	Safety Cable Black	\$17.00	\$255.00	-30.00%	-\$5.10	-\$76.50	\$11.90	\$178.50
2.5		Cable Package and Fixture Accessories							
	30	Tru1 Cable 10'	\$59.50	\$1,785.00	-24.00%	-\$14.28	-\$428.40	\$45.22	\$1,356.60
	21	Tru1 Cable 25'	\$46.00	\$966.00	-24.00%	-\$11.04	-\$231.84	\$34.96	\$734.16
	30	10' DMX Cable	\$29.50	\$885.00	-24.00%	-\$7.08	-\$212.40	\$22.42	\$672.60
	21	25' DMX Cable	\$46.00	\$966.00	-24.00%	-\$11.04	-\$231.84	\$34.96	\$734.16
	12	50' DMX Cable	\$71.00	\$852.00	-24.00%	-\$17.04	-\$204.48	\$53.96	\$647.52
		*** Final Cable Package May Vary**							
						\$91,722.99			



Roswell Cultural Arts Center
Roswell, GA

Theatrical Lighting and Rigging Renovation Package
Bill of Materials
Quote #A250122AR3

Barbizon Lighting
February 19, 2026

Item	Qty	Description	List Price		TIPS Discount	TIPS Discount		End User Price	
			Unit	Extended		Unit	Extended	Unit	Extended
				\$652,292.43			-\$224,293.79		\$427,998.64

Section III - Lighting and Power Controls

3.1		Lighting Power Panels							
	1	IQ48-1 120 / 240 V 48-circuit breaker panel, MCB optional	\$25,715.00	\$25,715.00	-50.00%	-\$12,857.50	-\$12,857.50	\$12,857.50	\$12,857.50
	1	IQ DOOR 120-48S Surface-mount door for IQ48/IQ48-1							
	1	IQ-TAP Mains feed fuse tap kit for Sensor IQ							
	48	IQ SM B20 20A Smart Breaker Module 20A							
3.2		Lighting Control Accessories							
	1	Insite Touch ETH/7IN/BLK Insite Touch Screen 7" Black for CueServer	\$2,249.00	\$2,249.00	-27.00%	-\$607.23	-\$607.23	\$1,641.77	\$1,641.77
	1	Insite Desktop Enclosure, Black	\$299.00	\$299.00	-27.00%	-\$80.73	-\$80.73	\$218.27	\$218.27
	1	25' Cat 5 Cable	\$115.00	\$115.00	-27.00%	-\$31.05	-\$31.05	\$83.95	\$83.95
	1	8 Port Ethernet Switch Rack Mount	\$1,200.00	\$1,200.00	-27.00%	-\$324.00	-\$324.00	\$876.00	\$876.00
	2	Response Mk2 Eight-port DMX/RDM Terminal Gateway	\$2,195.00	\$4,390.00	-27.00%	-\$592.65	-\$1,185.30	\$1,602.35	\$3,204.70
	1	Multiverse Wireless DMX Transmitter	\$2,712.43	\$2,712.43	-27.00%	-\$732.36	-\$732.36	\$1,980.07	\$1,980.07
3.3		Dimming for House Lighting							
	1	24 Channel (12 Module) 120/208 VAC Rack Package (Unison DRd); Contains 1x DRd12 120V, 1x E-ACP, 1x E-ACP-TK	\$4,280.00	\$4,280.00	-27.00%	-\$1,155.60	-\$1,155.60	\$3,124.40	\$3,124.40
	10	D20 Dual 20A Dimmer Module (Forward Phase)	\$790.00	\$7,900.00	-27.00%	-\$213.30	-\$2,133.00	\$576.70	\$5,767.00
	2	Air Flow Module	\$86.00	\$172.00	-27.00%	-\$23.22	-\$46.44	\$62.78	\$125.56
		<i>Requires 100A 3 Phase 4 Wire Plug Ground Feed (By Others)</i>							
		<i>Emergency Lighting Functionality to be confirmed on site, may require additional equipment for addition or replacement of existing transfer devices at additional cost.</i>							
3.4		Lighting Control Services							
	2	Field Project Manager	\$2,570.00	\$5,140.00	-61.00%	-\$1,567.70	-\$3,135.40	\$1,002.30	\$2,004.60
	2	In Office PM/Admin	\$2,570.00	\$5,140.00	-61.00%	-\$1,567.70	-\$3,135.40	\$1,002.30	\$2,004.60
3.5		Technical Services Site Services							
	3	System Start Up	\$2,570.00	\$7,710.00	-61.00%	-\$1,567.70	-\$4,703.10	\$1,002.30	\$3,006.90
	1	System LV Terminations	\$2,570.00	\$1,285.00	-61.00%	-\$1,567.70	-\$783.85	\$1,002.30	\$501.15
3.6		Electrical Services - Meer Electric							
	215	Master Electrician Labor Rate-Standard Hours	\$180.00	\$38,700.00	-10.00%	-\$18.00	-\$3,870.00	\$162.00	\$34,830.00
	215	Journeyman Electrician Labor Rate-Standard Hours	\$130.00	\$27,950.00	-10.00%	-\$13.00	-\$2,795.00	\$117.00	\$25,155.00
								\$97,381.47	

Prepared By: Josh Fisher
Systems Salesperson: Josh Fisher
Email: jfisher@barbizon.com



Attachment: 02.24.26 Committee Item Barbizon Quote (Contract Authorization for the Cultural Arts Center

Barbizon Terms and Conditions

The Purchaser agrees to purchase and Barbizon Lighting Company (hereinafter "BARBIZON") agrees to sell the Goods and/or Services described on the reverse or on any document transmitted to the Purchaser herewith, subject to the following terms and conditions. These terms and conditions constitute the entire agreement between the parties and there are no understandings, representations or warranties of any kind, expressed or implied, not specifically set forth herein. The Purchaser agrees these terms and conditions shall control as to any order accepted by BARBIZON, notwithstanding any terms and conditions that may be contained in any purchase order or other document of Purchaser, and BARBIZON's acceptance of any order is expressly made conditional on Purchaser's assent to such terms and conditions. Such terms and conditions will not be changed, modified, superseded or otherwise altered except by written documentation signed by an authorized representative of BARBIZON.

BARBIZON shall not be liable for missed delivery and/or inability to perform due to unforeseen circumstances or conditions, including governmental regulations, labor stoppage, casualties, fire and other causes beyond our control. Goods are shipped at Purchaser's risk and BARBIZON's obligation to deliver goods is discharged upon their delivery in good condition to the carrier. Shipments are designated FOB origin or BARBIZON's warehouse. BARBIZON will prepay and bill freight on UPS shipments. Common carrier and expedited air shipments are sent collect unless specified otherwise. Federal, state, local taxes and assessments, duties and other charges (except for related sales tax) are the responsibility of the Purchaser.

All sales shall be prepaid. If payment terms are extended, payment shall be net 30 days from date of invoice, unless otherwise specified. All payments are applied to the oldest outstanding invoice. Any unpaid balance after 30 days will be subject to 1 % service charge per month. In the event of collection, all collection costs, including but not limited to storage, advertising, accounting and all costs incurred through outside collection services are to be paid by Purchaser.

It is agreed and understood by BARBIZON and Purchaser that in the event Purchaser fails to make payment of the Goods in accordance with the terms and conditions herein, all rights to the title and interest in the Goods shall revert back to BARBIZON, including without limitation any and all rights to manufacturers warranties if any, and BARBIZON shall have the right to repossess the Goods.

Claims for shortage or damage must be made within three business days. Products are carefully packed and delivered in good condition to the carrier. All claims for loss or damage in transit must be made by the consignee directly to the carrier. BARBIZON will assist you in any manner possible in the presentation and enforcement of such claims without waiver of our rights to have compliance with the terms of payment of our invoice.

BARBIZON will accept returned goods only when prior authorization for such return has been obtained. Returns for credit must be in accordance with RMA procedures as established by BARBIZON. Restocking charges of 15% plus any handling or replacing costs will be deducted.

BARBIZON, NOT BEING THE MANUFACTURER OF THE GOODS, OR ANY PART, MAKES NO REPRESENTATIONS OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE GOODS, ITS MERCHANTABILITY, DURABILITY, SUITABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL, OR WORKMANSHIP OF THE GOODS, OR THE CONFORMITY OF THE GOODS TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO, AND BARBIZON HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER PURCHASER HEREBY ACKNOWLEDGES) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. BARBIZON SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY PURCHASER) IN THE GOODS OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FROM PURCHASER'S LOSS OF USE OF THE GOODS OR FOR ANY INTERRUPTION IN PURCHASER'S BUSINESSES CAUSED BY PURCHASER'S INABILITY TO USE THE GOODS FOR ANY REASON WHATSOEVER. NOTWITHSTANDING THE FOREGOING, BARBIZON agrees to assist the Purchaser in the event the Goods are deemed to be defective, including, at BARBIZON's sole discretion, repairing or replacing the materials and/or workmanship during the relevant warranty period, providing that, this clause shall in no way be deemed to be an admission or acceptance of liability by BARBIZON with respect to the design or condition of the Goods.

Any dispute, claim, question, or disagreement arising from or relating to use of Barbizon.com or any of its products and services shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The binding arbitration regarding any dispute, claim, or controversy arising out of or relating to use of the Barbizon.com website any of its products or services shall place in New York, New York, USA.

Shipment from Outside the United States

In meeting your specific product needs, Barbizon may provide products for purchase that are located outside of the United States. Such products are subject to the export regulations of the country of origin as well as the United States' import regulations. When shipping products from outside the United States to you, Barbizon employs the use of freight forwarders who are responsible for compliance with any import or export custom requirements for departure from the country of origin into the United States. Any applicable shipping taxes, including customs taxes, will be included in the purchase price of any item on Barbizon.com.



CULTURAL ARTS CENTER IMPROVEMENT

RIGGING AND DIMMER SYSTEMS



SCOPE OF SERVICE

Project Overview: In 2026, we seek to lay a foundation for another 35 years of community service by replacing Roswell Cultural Arts Center's dimmer system, theatrical lighting, and rigging infrastructure. These repairs and upgrades are critical to safety, reliability, and continued operation of the venue.

Scope Includes:

- Theatrical lighting & dimmer control system replacement
- LED fixture upgrade
- Motorized rigging and control system upgrade
- Installation, commissioning, training, and documentation

Project Goal: Complete a fully integrated installation of lighting and rigging systems that will set the Cultural Arts Center on a course for 25 plus years of continued service excellence in the community.



DIMMER SYSTEM

A theater dimmer pack is a device that controls the brightness of stage lighting by adjusting the amount of electrical power sent to each connected light fixture. It is critical to the operations of any performing arts venue.

Modernization offers:

- Efficiency - LED fixtures are more efficient and functional than incandescent fixtures.
- Savings - They save money on lamp replacement costs.
- Versatility - They change color and eliminate the need for color gels.
- Capacity - LED fixtures free up system capacity, lower consumption is lower, reduce utility costs
- Environmentally sound - They produce less radiant heat than incandescents and decrease cooling demand cooling demand.



Poor Location in Riser Room



Replaced in 2006 after lightning strike



Manufacturer No Longer in Business



Older Model Poorly Maintained

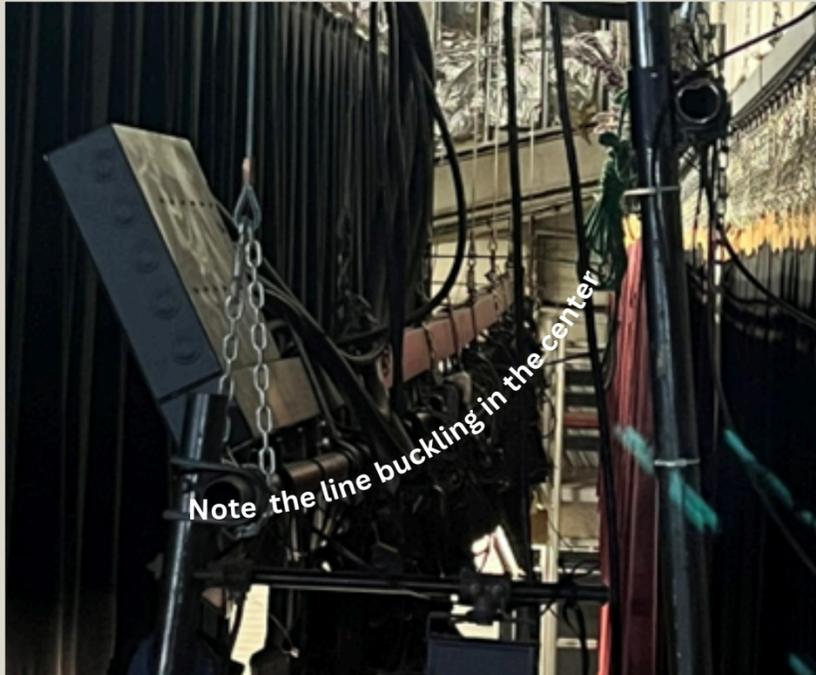
RIGGING SYSTEM Original to the building

A theater's rigging system is the critical overhead machinery of ropes, cables, pulleys, and counterweights that safely lifts and moves scenery, lighting, and curtains—making the magic of the show possible. Modernization offers:

- Safety - supports all overhead equipment and protects participants through engineered load control and redundancy.
- Efficiency - Quickly adjusts height and position of electrical and scenery. Improves staff workflow
- Versatility - Enables quick scene changes during performances
- Integrates with automated systems for precise movement cues - attracts larger and more sophisticated acts



Rigging was hung before there was any codes were written. Haphazard and overcrowded.



First Electric overweighted, only motorized line, only line that can get light downstage



Upstage line is frayed and no longer in use for safety.



Cranks to raise and lower lines are damaged and unsafe. It takes up to 20 minutes to fully adjust a single line by hand crank

Attachment: RCAC Improvement Presentation 2-19-26 (Contract Authorization for the Cultural Arts Center Rigging and Dimmer Package)

BUDGET & TIMELINE

A fully integrated system for dimmers and rigging is the current industry standard for theaters, and a simultaneous upgrade is critical to operations at the Cultural Arts Center. Barbizon Lighting Systems, an outstanding local company certified by the manufacturer of the rigging and dimmer hardware, has been selected to complete the work at Roswell Cultural Arts Center in the summer of 2026. These upgrades will support and enhance the center's unprecedented growth by providing 25 plus years of uninterrupted service to the community.

Project Budget:

Contract Authorization: \$427,998.24

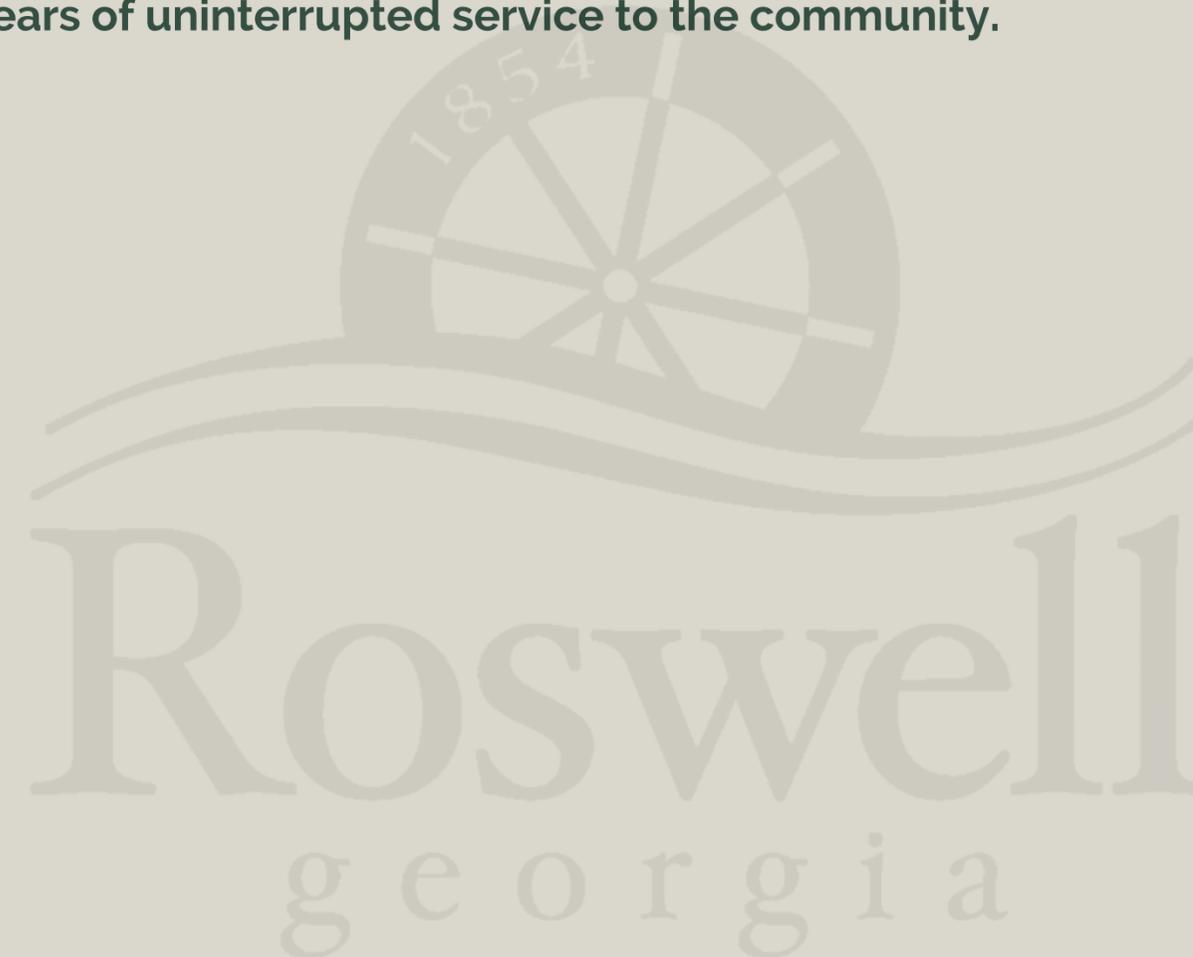
Budget Allocation Not to Exceed: \$470,000

Project Timeline:

March 2026: Complete Contract with Barbizon Lighting

April 2026: Refine Scope of Services for Savings and Efficiency

May 24 - July 8, 2026: Barbizon Installation



Questions?



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10332

MEETING DATE: March 9, 2026

DEPARTMENT: Administration

ITEM TYPE: Approval

Approval to add "Juneteenth" to the City of Roswell 2026 Holiday Calendar.

Item Summary:

Staff has completed a review of the proposed 2026 City holiday calendar and is seeking Mayor and Council direction regarding the addition of Juneteenth as an official paid City holiday beginning with the 2026 calendar year, during which City offices would be closed in observance. Juneteenth is currently recognized and observed as a State holiday.

Committee or Staff Recommendation:

On February 24, 2026 the Committees of Council recommended placing this Item on the March 9, 2026 Mayor and Council Agenda.

Financial Impact:

Approximately \$75,000

Recommended Motion:

Motion to approve adding "Juneteenth" to the City of Roswell 2026 Holiday Calendar.

Presented by:

Tricia Redfern, Director of Human Resources



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10315

MEETING DATE: March 9, 2026
DEPARTMENT: Community Development
ITEM TYPE: Conditional Use

Approval of ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance.

Item Summary:

The applicant is requesting a Conditional Use Permit for a convenience store with fuel pumps along with concurrent variances to the Build To Zone.

Committee or Staff Recommendation:

On February 17, 2026, the Planning Commission recommended approval with conditions for this petition.

Financial Impact:

N/A

Recommended Motion:

Motion to approve ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance with conditions.

Presented by:

Jeannie Peyton, Planning and Zoning Director



Petition Number ZUSE 1025 000001/ZUSE 1225 000003

Hearing & Meeting Dates

Neighborhood Meeting – 12/9/2025

Planning Commission – 2/17/2026

Mayor & Council – 3/9/2026

Applicant/Owner

Quik Trip Corporation
952 Old Peachtree Road, NW
Lawrenceville, GA 30043

Representative

Dakota Carruthers
Parker Poe Adams & Bernstein LLP

Property Information

1050 Holcomb Bridge Road
Land Lots 538 & 539, 1st District
Zoning – CC, Commercial Corridor
2040 Comprehensive Plan Character Area – Commercial Mixed Use

Request

The applicant is requesting a Conditional Use for a convenience store with fuel pumps. In addition, the applicant is requesting Variances to the Build-to-Zone as follows;

- Section 2.2.9.B—Corner lots. To allow a building on a corner lot to not be placed within the build-to zone for the first 30 feet along the street extending from the block corner, measured from the intersection of the two right-of-way lines.
- Section 4.3.9.F Single story shopfront. To allow a building to not meet the 60% building in primary street BTZ (min % of lot width).
- Section 4.3.9.G Single Story shopfront. To allow a building to not meet the 35% building in side street BTZ (min % of lot width).

The applicant is also requesting approval of a 23-foot-tall modular block retaining wall.

Staff Recommendation

Staff is recommending **approval with conditions** of the request for a convenience store with fuel pumps and concurrent variances to the Build to Zone, along with approval of the 23-foot-tall modular block retaining wall.

Staff recommends the following conditions of approval;

1. The land disturbance permit (LDP) may include minor modifications to the site plan to meet Transportation conditions of approval;
2. Meet all other conditions of approval by Building, Stormwater, Engineering, Fire, Tree and Planning and Zoning; and
3. As a part of the Emergency Response Plan, the owner will notify the City of Roswell Water Utility within 1 hour of any spills.

Planning Commission Recommendation

At the Public Hearing on February 17, Planning Commission recommended **approval** with staff conditions of the request for a convenience store with fuel pumps and concurrent variances to the Build-to-Zone.

1. The land disturbance permit (LDP) may include minor modifications to the site plan to meet Transportation conditions of approval; and
2. Meet all other conditions of approval by Building, Stormwater, Engineering, Fire, Tree and Planning and Zoning.

In addition to Staff Conditions, the Planning Commission requested that a list of recommendations be distributed to Mayor and Council for consideration of additional conditions related to the environmental concerns for the site.

Staff has worked with the relevant City departments and Legal to develop the recommended conditions for Mayor and Council.

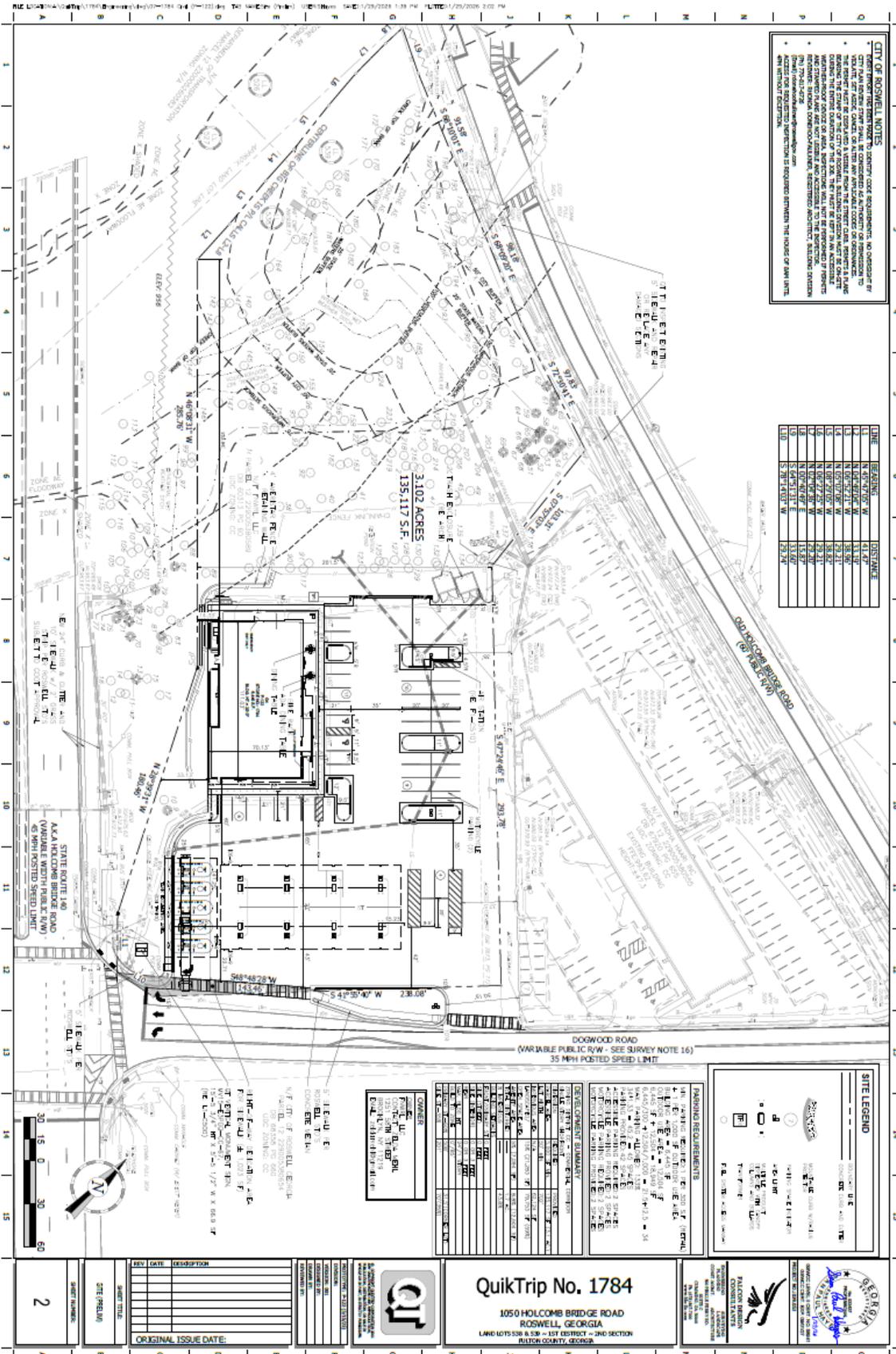
Zoning Map



NORTH	CC-Commercial Corridor RM-3 Residential Multifamily R TH Residential Townhouse	Hotel Apartments Townhomes
SOUTH	N/A	R-O-W
EAST	CC-Commercial Corridor	Offices, Public Safety Building
WEST	CC-Commercial Corridor	Vacant

Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Proposed Site Plan



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

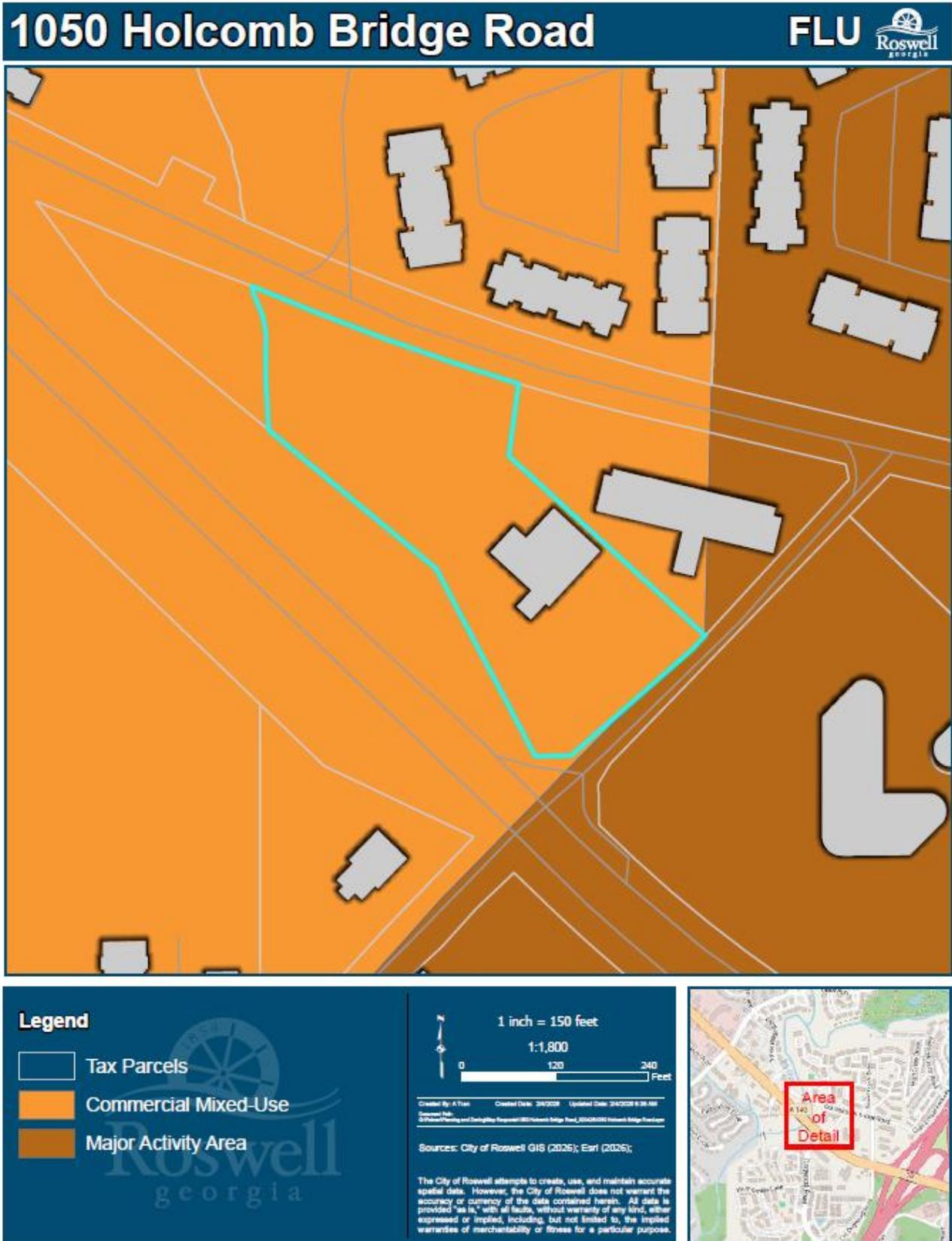
Background

The subject property is approximately 3.1 acres at the corner of Holcomb Bridge Road and Dogwood Road. The site also has frontage on Old Holcomb Bridge Road. The property is zoned CC—Commercial Corridor. The applicant proposes to demolish the existing building and construct a 6,445 square-foot convenience store with eight fuel pumps under one canopy.

Comprehensive Plan

In the 2040 Comprehensive Plan, this site falls under the Commercial Mixed Use character area. The City aims to create a mixed-use, pedestrian friendly corridor and activity center that builds a better sense of community in this area.

Future Land Use Map



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Economic Development

The proposed redevelopment of the former Red Lobster site represents a positive and strategic economic reinvestment in a highly visible commercial corridor located just off GA 400. The Property has remained underutilized since the closing of the restaurant in May 2024. The proposed project returns it to productive use in a manner that is responsive to current market demand and traffic patterns.

Overall, the proposed redevelopment advances the City's economic development objectives by reactivating a vacant commercial site, enhancing corridor vitality, and reinforcing the area's role as a key commercial gateway near GA 400.

Site Plan Analysis

The applicant is proposing a 6,445 square foot convenience store with eight (8) fuel pumps under one canopy. The building type is considered "single story shopfront." The fuel pumps are approximately 108 feet from Holcomb Bridge Road and 43 feet from Dogwood Road. The fuel tanks will be underground.

The application meets parking requirements with 42 parking spaces, two motorcycle spaces, and a bike rack.

The site meets code requirements by providing 43,563 sq. ft. (32%) of landscaped open space and 7,629 sq. ft. (5.6%) of amenity area consisting of benches, tables and chairs. Section 2.2.6.C states that redevelopment that does not meet the minimum landscape open space percent requirements shall meet the greater of their current percent of landscape open space or 15% as the required minimum percent, which they exceed with the 32%. No buffers are required for this site.

The site includes a modular block retaining wall between the southwest corner of the store and the water features on the site, which are lower than the building. At its highest, the wall is proposed to be 23 feet tall.

Section 2.2.9.B requires that a building on a corner lot be placed within the build-to-zone for the first 30 feet along the street extending from the block corner. Placed approximately 150 feet from the corner of Holcomb Bridge and Dogwood Road, the proposed building does not meet this requirement. Section 4.3.9.F requires that a building width be at least 60% of the lot width of the primary street (303.15 feet). Section 4.3.9.G requires that a building width be at least 35% of the side street (70.5 feet). At 111.03 and 70.13 feet in width, respectively, the proposed building does not meet these requirements. The applicant is requesting variances for these code requirements.

Landscape Plan Analysis

The applicant is complying with Section 10.2.7.B A minimum 10-foot wide landscape strip planted with a minimum of 10 shrubs per 35 linear feet of street frontage, excluding driveway openings. Shrubs shall be two (2) feet tall at time of planting. They must be planted two (2) rows deep and provide a screen within three (3) years of planting. The requirement for street trees as states in Section 11.4.7 has been met, as well—One shade tree must be planted every 40 feet on center, on average on all streets...

HOLCOMB BRIDGE LANDSCAPE STRIP	
LENGTH	270.9
LENGTH / 35LF	7.74
10 SHRUBS PER 35LF	10
SHRUBS REQUIRED	77
SHRUBS PROVIDED (MIN)	77

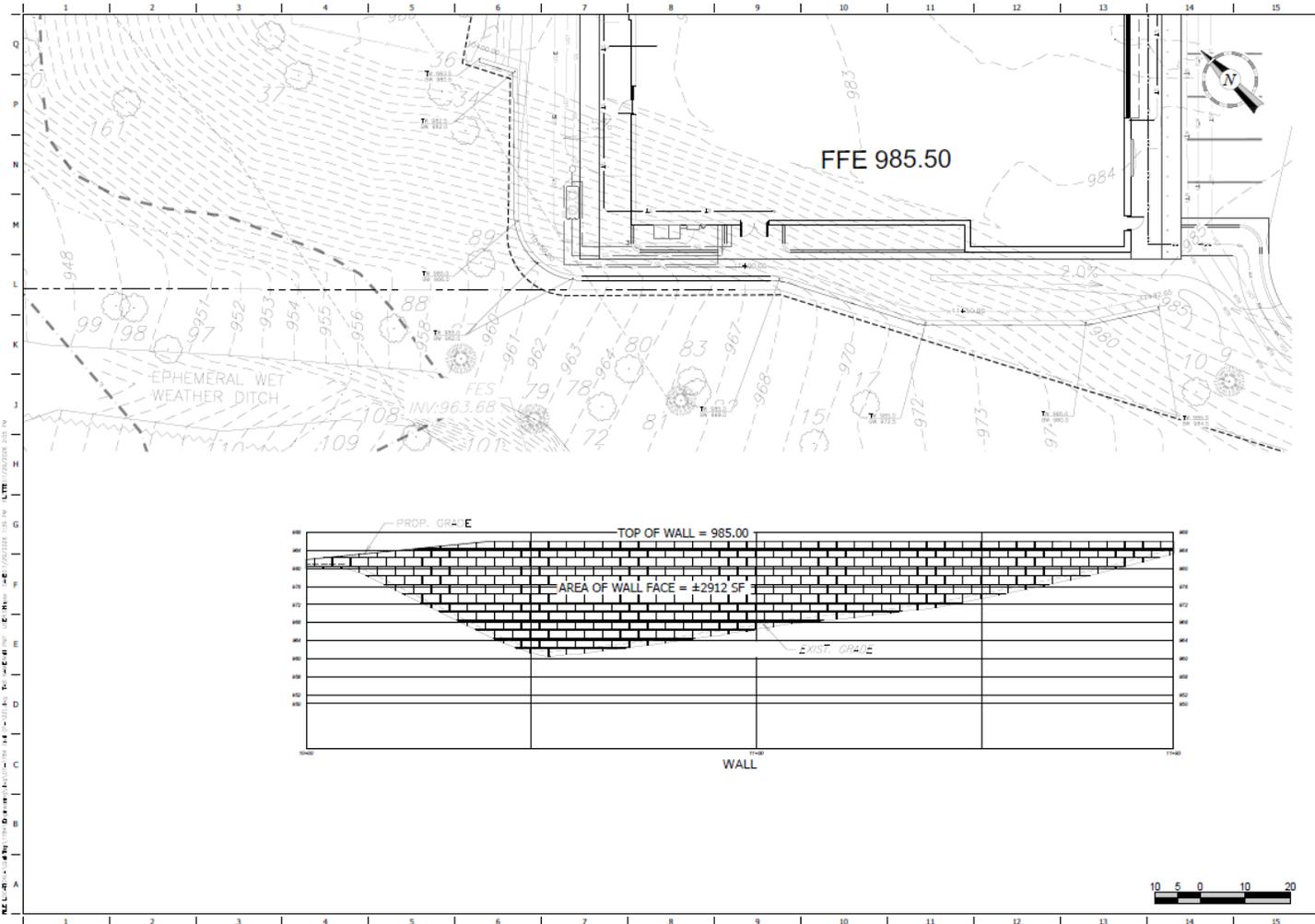
DOGWOOD ROAD LANDSCAPE STRIP	
LENGTH	100.8
LENGTH / 35LF	2.88
10 SHRUBS PER 35LF	10
SHRUBS REQUIRED	29
SHRUBS PROVIDED (MIN)	29

STREET TREES HOLCOMB BRIDGE ROAD	
LENGTH	270.9
1 TREE PER 40LF	40
TREES REQUIRED	6.7725
TREES PROVIDED (MIN)	7

STREET TREES DOGWOOD ROAD	
LENGTH	100.8
1 TREE PER 40LF	40
TREES REQUIRED	2.52
TREES PROVIDED (MIN)	3

Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Retaining Wall Plan





 FALCON DESIGN CONSULTANTS, INC.

QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD



SHEET TITLE:
 RETAINING WALL
 PLAN & PROFILE

SHEET NUMBER:
 5

Standards of Review

Criteria for Conditional Use

1. **The use is allowed as a Conditional Use in the respective zoning district (see Articles 3-7).**

A convenience store with fuel pumps is allowed with the approval from the Mayor and Council of a Conditional Use permit in the Commercial Corridor district.

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

The proposed use complies with the definition and use standards established in Article 9, Section 5.10.D without the need for variances. The building's floor area is less than the max allowed of 7,50 square feet, and there will be no vehicle repair or service. The fuel pumps are more than 25 feet from the public right of way, and all structures are more than 100 feet from lot lines abutting residential uses. No buffers are required. All fuel will be stored underground and outside of the public right of way.

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

The proposed use is an appropriate use for this section of the corridor. The site's proximity to GA 400 and Holcomb Bridge Road, both major travel routes, make it well suited for a convenience store with fuel pumps. The location will allow the business to serve both regional and local travelers. The business will be a redevelopment of an existing commercial site and will be similar in scale, site design, hours of operation and operating characteristics to the original development. The new business will improve circulation, reduce the amount of pavement dedicated to parking, increase the tree canopy and improve stormwater management on the site.

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

Any adverse impacts will be mitigated during the development process. Fuel pumps will be located far enough away from any residential use that negative impacts will be minimal. Landscaping will be increased from what is currently on site, improving both air quality and aesthetics. Lighting will be the minimum that will allow for safety.

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

Service providers will be able to provide sufficient public facilities and maintain sufficient levels of service for this and surrounding development. There will be no additional impact on schools and recreation facilities. Since this is a redevelopment of an existing commercial use, there should be no significant impact on roads, wastewater treatment, water supply, police, fire and emergency medical services. Stormwater facilities will be specifically designed and upgraded for the new development.

Criteria for Concurrent Variance

1. **A literal interpretation of the provisions of this UDC would effectively deprive the applicant of rights commonly enjoyed by other properties of the zoning district in which the property is located;**

A literal interpretation of this ordinance would deprive the applicant of rights commonly enjoyed by other properties, as all adjacent properties do not meet the build-to-zone requirements of this code section, including the Property as it exists today with no portion of the building located in the build-to- zone.

2. **Granting the requested variance will not confer upon the property of the applicant any special privileges that are denied to other properties of the zoning district in which the property is located;**

Granting of the variance will not confer upon the Property any special privileges that are denied to other properties. Approval of the variance will allow the property to be redeveloped in a manner that supports the goals of the UDC and Comprehensive Plan.

3. **The requested variance will be in harmony with the purpose and intent of this UDC and will not be injurious to the neighborhood or to the general welfare;**

The requested variance is in harmony with the intent of the UDC which is to support the goals of the Comprehensive Plan, which includes the creation of a mixed-use, pedestrian friendly corridor and activity center that builds a better sense of community in this area. The location, with its proximity to Holcomb Bridge Road and GA 400 is suitable for a convenience store that will serve the needs of both residents and visitors. The placement of the building in the proposed location will help circulation on the site and prevent traffic from backing up onto Dogwood Road.

4. **The special circumstances are not the result of the actions of the applicant;**

The circumstances are not the result of the actions of the applicant. The property has a wide frontage and would require a building layout that is not feasible for the operation of a convenience store. The proposed layout provides the best option for circulation on the site without creating more impervious surface. Also, features of the site, including streams and steep slopes limit where the building can be placed.

5. **The variance requested is the minimum variance that will make possible the proposed use of the land, building or structure;**

The variance requested is the minimum variance required to make possible to proposed use. The topography of the property and wide frontage, make it near impossible for any proposed use to meet this requirement.

6. **The variance does not permit a use of land, buildings or structures, which is not permitted by right in the zoning district;**

The variance request itself does not permit a use of land which is not permitted in the zoning district. A convenience store with fuel pumps is allowed in the CC (Commercial Corridor district) with the approval of a conditional use permit.

7. **The variance does not reduce the lot size below the minimum lot size allowed in the zoning district; and**

The proposed variance does not reduce the lot size below the minimum lot size allowed in the zoning district.

8. **The variance does not increase the maximum allocation of sign area or the maximum area of an allowed sign type.**

The proposed variance does not increase the maximum allocation of sign area or the maximum area of an allowed sign type.

Site Photos

View from Holcomb Bridge Road



View from Dogwood Road



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Views of the existing building—Looking north



Looking south



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - QuikTrip - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Views of existing building--looking west



Looking east



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Views of the parking lot from LaQuinta



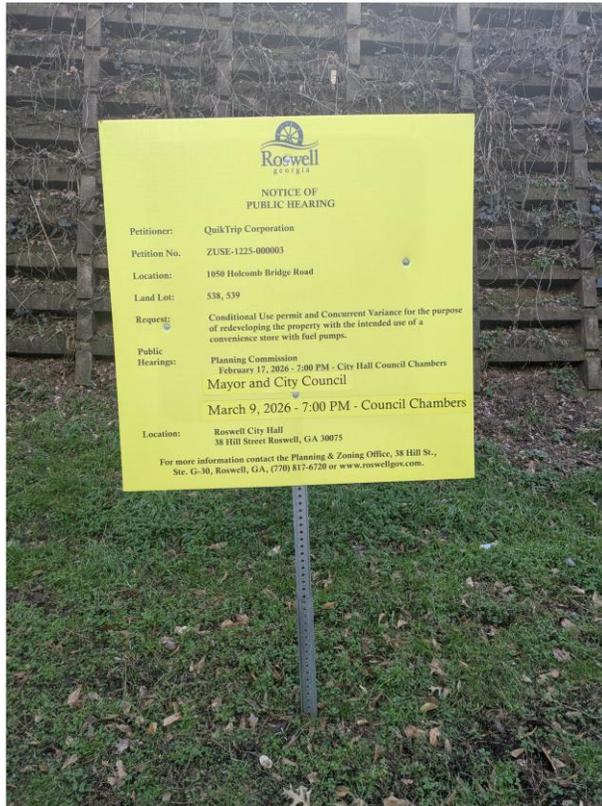
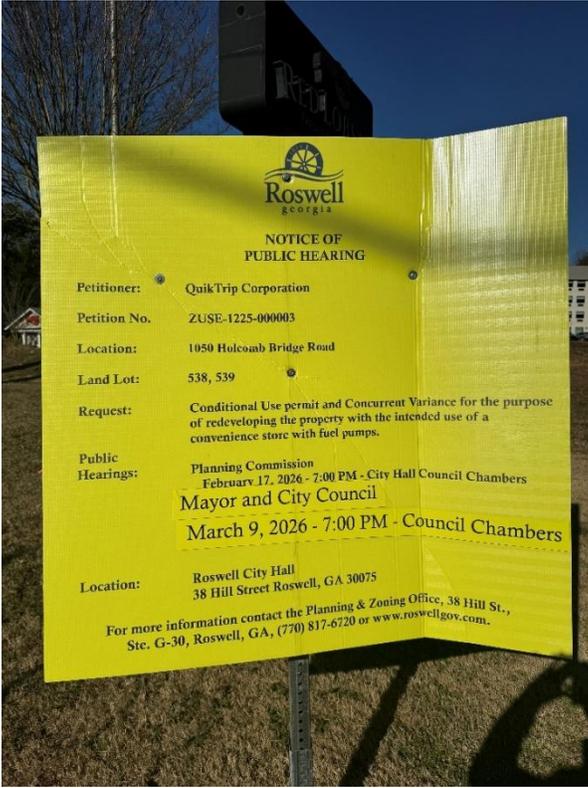
Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Looking from near the corner of Holcomb Bridge Rd and Dogwood Rd



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip

Sign Photos



Attachment: ZUSE-1025-000001 - QuikTrip Staff Report - March2026MCC (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip



From: Joe Cusack, City of Roswell Assistant City Attorney

To: Roswell Mayor and Council

Subject: **31 Suggestions from Planning Commission Member Eric Schumacher.**

Memorandum

At the Planning Commission meeting on February 17, 2026, Quiktrip came before the Planning Commission seeking approval of various conditions related to their use of 1050 Holcomb Bridge Road. The Planning Commission, as a body, voted to approve the conditions recommended by staff for the property. Separately, commission member Eric Schumacher requested the Planning Commission to transmit 31 suggestions he separately researched to the Mayor and Council. These suggestions have been attached to the agenda packet for the March 9th, 2026 council meeting.

The 31 suggestions transmitted largely encompass environmental suggestions which are already codified in federal, state, and local law. Many of the suggestions, if adopted, would have no legal effect as they are preempted by the various environmental agencies empowered to enforce these standards¹. While Mr. Schumacher's environmental concerns are surely well-intentioned, adopting these suggestions would have no legal effect, create confusion, and possibly lead to further legal action by Quiktrip. It is the recommendation of legal to adopt the conditions as recommended by staff to keep this project moving forward.

¹ State Fire Marshal, Georgia Department of Agriculture, United States Environmental Protection Agency, Georgia Environmental Protection Division, City of Roswell Stormwater Manual and Regulations, and City of Roswell Engineering all regulate the 31 suggestions.

38 Hill Street, Roswell, GA 30075
www.roswellgov.com



PERMIT ADDRESS: 1050 Holcomb Bridge Road
Roswell, GA 30076

PARCEL: 12 -2290-0538-058-9

APPLICATION DATE: 10/13/2025

SQUARE FEET: 0

DESCRIPTION: Convenience store w/fuel pumps. Quik Trip.

EXPIRATION DATE: 10/13/2027

VALUATION: \$0.00

CONTACTS	NAME	COMPANY	ADDRESS
Applicant	Dakota Carruthers	Parker Poe Adams & Bernstein LLP	1075 PEACHTREE STREET NE SUITE 1500 SUITE 1500 ATLANTA, GA 30309
	Dakota Carruthers	Parker Poe Adams & Bernstein LLP	1075 PEACHTREE STREET NE SUITE 1500 ATLANTA, GA 30309
Owner		FNWRL LLC	1251 58TH ST BROOKLYN, NY 11219
Representative	Dakota Carruthers	Parker Poe Adams & Bernstein LLP	1075 PEACHTREE STREET NE SUITE 1500 SUITE 1500 ATLANTA, GA 30309
	Dakota Carruthers	Parker Poe Adams & Bernstein LLP	1075 PEACHTREE STREET NE SUITE 1500 ATLANTA, GA 30309

CONDITION	DESCRIPTION	CREATED BY	CREATED ON	COMMENTS	SATISFIED?
Rhonda Donehoo-Faulkner	Reviewer: Rhonda Donehoo-Faulkner, Registered Architect, Building Division, 770-817-6726, rdonehoofaulkner@roswellgov.com	Rhonda Donehoo-Faulkner	10/29/2025		Yes
General Condition	Comments for LDP	Erica Koh	10/29/2025	These comments are for LDP: 1. A full hydrology study will be required for the site to demonstrate that post-development flow rates are less than pre-development flow rates. All water quality calculations will be required as part of the hydrology study. 2. A BMP Maintenance Agreement will be required for all stormwater BMPs. 3. A table must be included that tabulates new/replaced impervious area. 4. If using existing downstream detention pond, applicant must verify existing pond can handle proposed flow rates and volumes.	Yes
General Condition		Lee Smith	11/25/2025	The LDP submittal will need to include proof of temporary construction easement or other documentation of permission to construct off-site improvements.	Yes
General Condition		Lee Smith	11/25/2025	The proposed retaining wall will need approval from Mayor & Council.	Yes

CONDITION	DESCRIPTION	CREATED BY	CREATED ON	COMMENTS	SATISFIED?
General Condition		Robert Major	11/25/2025	The Roswell Fire Marshal's Office has reviewed the plans and specifications in accordance with the applicable state adopted minimum Fire Safety Standards in effect at the time of review. Every effort was made to check for code compliance. However, this does not relieve the owner, contractor, architect or any other	Yes

Attachment: ZUSE-1025-000001_Final Comments & Conditions (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use

responsible party from compliance with the items missed or unknown to the reviewer. Any changes or modifications in approved plans shall be reviewed by the City of Roswell prior to making the changes.

Conditional Use	Condition of approval	Rhonda Donehoo-Faulkner	12/29/2025	This approval is for the conditional use only. A building permit for new commercial building will be required. Building permits require a separate plan review.	Yes
Sidewalk responsibility		Serge Osse	12/30/2025		
General Condition		Robert Major	01/07/2026	The Roswell Fire Marshal's Office has reviewed the plans and specifications in accordance with the applicable state adopted minimum Fire Safety Standards in effect at the time of review. Every effort was made to check for code compliance. However, this does not relieve the owner, contractor, architect or any other responsible party from compliance with the items missed or unknown to the reviewer. Any changes or modifications in approved plans shall be reviewed by the City of Roswell prior to making the changes.	Yes
General Condition	Separate Permits	Rhonda Donehoo-Faulkner	01/27/2026	Separate building permits will need to be applied for the monument sign, the retaining wall, and building structure and canopy.	Yes
General Condition	Single .pdf file for design drawings	Rhonda Donehoo-Faulkner	01/27/2026	When resubmitting each permit, combine /collate drawing sheets into a single .pdf file, instead of each file separately. Be sure to include a cover sheet with a drawings index.	Yes
General Condition	Tree	Laura Sommet	01/29/2026	For LDP - Active tree protection fencing will need to be at least 4' height and dimension shown on the detail sheet.	Yes
General Condition	Approval conditions	Osmany Ordonez	02/05/2026	Submit Steep Slope Analysis with LDP. The analysis shall include 4 erosion BMP's selected from Appendix 1 of the SWCD checklist as enhancement.	Yes

Conditional Use Review v.1

ITEM REVIEW NAME (DEPARTMENT)	ASSIGNED TO	DUE	COMPLETE	STATUS
Building Division (Building Division)	Rhonda Donehoo-Faulkner	02/09/2026	02/03/2026	Approved with Conditions
Economic Development (Administration)	Darryl Connelly	02/09/2026	02/05/2026	Approved
<i>Comments</i>	<p>The proposed redevelopment of the former Red Lobster site represents a positive and strategic economic reinvestment in a highly visible commercial corridor located just off GA 400. The Property has remained underutilized since the closing of the restaurant in May 2024. The proposed project returns it to productive use in a manner that is responsive to current market demand and traffic patterns.</p> <p>The site's proximity to GA 400 on Holcomb Bridge Road makes it well suited for a convenience-oriented commercial use that serves both residents and regional travelers. The proposed development leverages this location advantage by providing a high-demand service at an existing signalized intersection, maximizing accessibility.</p> <p>Redevelopment of the property will improve the overall condition and activity level of the corridor. The project represents an efficient reuse of existing infrastructure and does not require public subsidy or public investment. It is also economically complementary to surrounding uses, including nearby hospitality properties.</p> <p>The adjacent and newly renovated LaQuinta hotel ownership has expressed support for the project, reflecting alignment with neighboring property owners and recognition of the project's value in serving guests, travelers, and area businesses.</p> <p>Overall, the proposed redevelopment advances the City's economic development objectives by reactivating a vacant commercial site, enhancing corridor vitality, and reinforcing the area's role as a key commercial gateway near GA 400.</p>			

Attachment: ZUSE-1025-000001_ Final Comments & Conditions (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use

Engineering (Engineering) <i>Comments</i>	Osmany Ordonez See conditions	02/09/2026	02/05/2026	Approved with Conditions
Fire (Fire) <i>Comments</i>	Chris Archer The Roswell Fire Marshal's Office has reviewed the plans and specifications in accordance with the applicable state adopted minimum Fire Safety Standards in effect at the time of review. Every effort was made to check for code compliance. However, this does not relieve the owner, contractor, architect or any other responsible party from compliance with the items missed or unknown to the reviewer. Any changes or modifications in approved plans shall be reviewed by the City of Roswell prior to making the changes.	02/09/2026	02/09/2026	Approved
GIS (GIS) <i>Comments</i>	Nancy Velez Approved from a GIS perspective.	02/09/2026	02/09/2026	Approved
P&Z CU (Planning & Zoning) <i>Comments</i>	Angela Rambeau Landscape open space shall be corrected on all applicable pages to indicate the provision of 32% (45,563 sq ft). This approval includes a 23 foot tall modular block retaining wall. Any substantial changes to the height, location or design of the wall will require Mayor and Council Approval.	02/09/2026	02/09/2026	Approved with Conditions
Sanitation (Sanitation)	Nick Pezzello	02/09/2026	02/03/2026	Approved
Stormwater (Stormwater) <i>Comments</i>	Adam Watts Adam Watts	02/09/2026	02/09/2026	Approved with Conditions
Transportation (Transportation) <i>Recommendations</i>	Serge Osse The following repeated comments shall be adequately addressed at land disturbance submittal: a. The Traffic Impact Study reviewer required a northbound left turn left on Dogwood Rd into the northern driveway. b. Per the City of Roswell standard construction specifications section "2.1.7.3 Non Residential Driveway Standards", non-residential driveway widths shall be minimum 24-feet, maximum 32-feet. The proposed 143.46 feet driveway width does not meet code. Label the width of the proposed driveways along Dogwood Rd frontage. Provide a reason for any driveway that does not meet these dimensions. c. The right-of-way shall encompass the sidewalk plus a minimum 1-foot throughout. Portion of the required sidewalk along Dogwood Rd (near HBR/SR 140 intersection) is outside the existing or the proposed right-of-way. d. Note: The applicant could send draft revisions directly to me for courtesy review prior to formal re-submittal in the City EPL portal, if desired.	02/09/2026	02/05/2026	Approved with Conditions
Tree (Tree)	Laura Sommet	02/09/2026	02/06/2026	Approved with Conditions

APPLICATION INTAKE

In Person: 8:00 am – 4:00 pm

By Email: planningandzoning@roswellgov.com

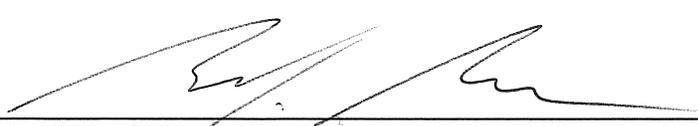


RECEIVED

2.d

By City of Roswell Planning & Zoning at 2:49 pm, Oct 08, 2025

Conditional Use Application

Application Number: 20254568	
*Before submitting an application, you must schedule a pre-application conference with the Community Development Department discuss the procedures, standards and regulations required for approval. *	
Date of Preapplication Meeting: <u>9/23/25</u>	
Type of Request: <input checked="" type="checkbox"/> Conditional Use <input type="checkbox"/> Conditional Use with Concurrent Variance	
Number of Variances Requested:	
PROJECT DESCRIPTION	
Name of Project: QuikTrip	Current Zoning: CC
Project Address: 1050 Holcomb Bridge Road	Total Acreage: 3.102
City/State/Zip: Roswell, GA 30076	Allowed Height: 55'
Parcel ID: 12 229005380589	Proposed Height: 20'
Current use: Vacant- Former Red Lobster Restaurant	
Proposed use: QuikTrip- Convenience store with fuel pumps	
CONTACTS	
Applicant/ Representative	Name/Company Name: QuikTrip Corporation c/o Dakota Carruthers,
	Address: Parker Poe Adams and Bernstein LLP 1075 Peachtree St NE
	City: Suite 1500 Atlanta State: GA Zip: 30309
	Email: dakotacarruthers@parkerpoe.com Phone: 6786905710
Property Owner	Name/Company Name: FNWRL, LLC
	Address: 1251 58th Street
	City: Brooklyn State: NY Zip: 11219
	Email: Phone: 917-975-2261
<i>I hereby certify that all information provided herein is true and correct.</i>	
 10/3/25	
Applicant Signature: Property Owner or Owner's Representative	
Date:	

*Refer to Section 13.4 of the Unified Development Code for Conditional Use requirements
City of Roswell • 38 Hill Street • Suite G-30 • Roswell, Georgia 30075 • 770-817-6720 • www.roswellgov.com
Planning and Zoning Division Application • Rev 12/27/2024

Attachment: ZUSE-1025-000001_Application_rcvd 100825 (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with



SIGNATURE PAGE

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

- I understand that failure to supply all required information... I understand that preliminary approval... I understand that representation... I have read the provisions of the Georgia Code... I understand that due to a sewer allocation system...

I respectfully petition that this property be considered as described in this application From Use: CC To Use: CC with Conditional Use

Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be considered accordingly.

PROPERTY OWNER SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

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

By: FNWRL LLC [Signature] Date: Sept 9, 2025 977-975-2261

NOTARY

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

[Signature] Date: 9/15/2025 Date Commission Expires: 1/29/2026

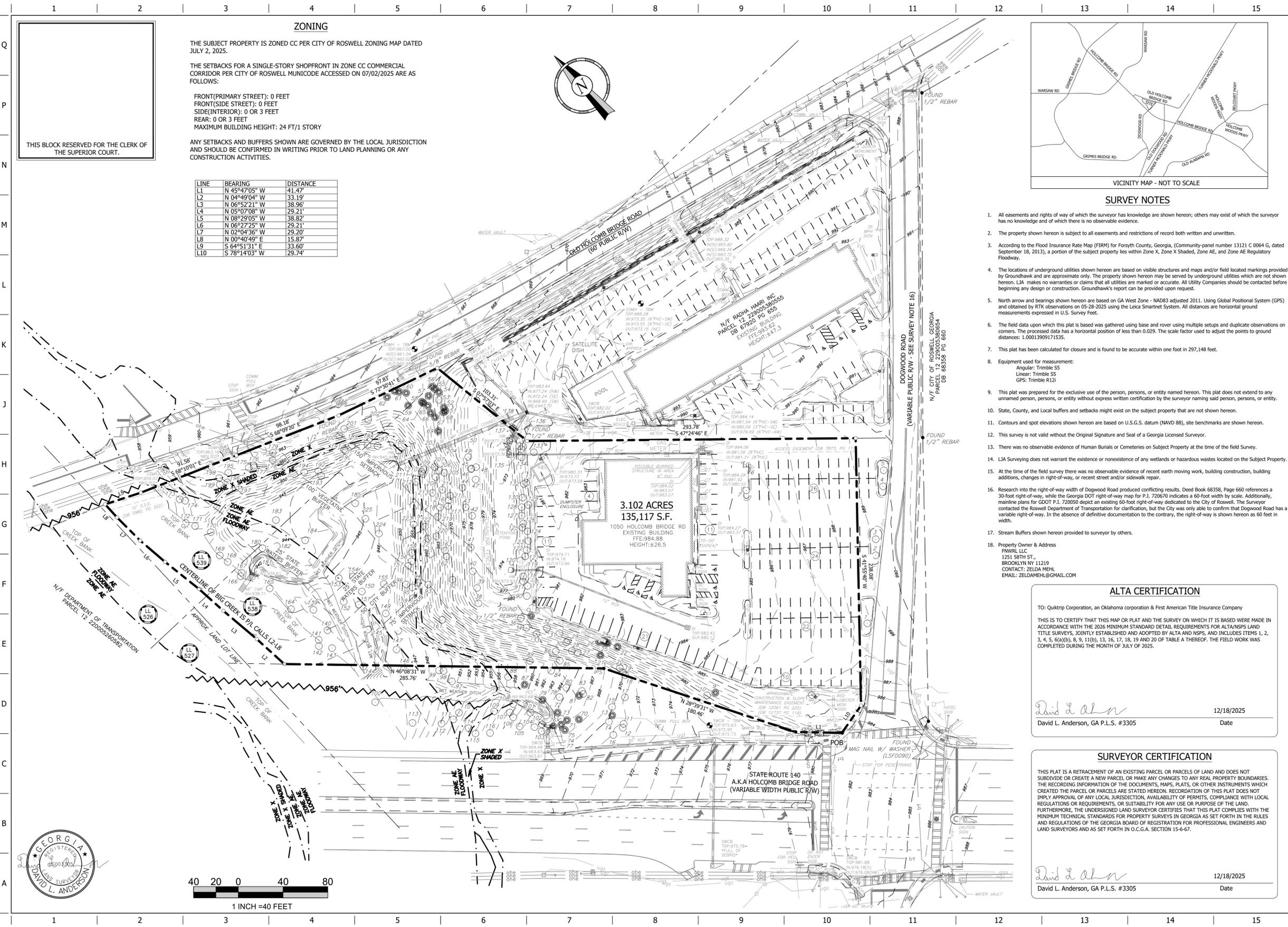
ATTORNEY / AGENT (IF APPLICABLE)

NORMAN SCIBENTFIELD Notary Public, State of New York 212-247-88123 Qualified in Fulton County Commission Expires January 29, 2026

Attorney/Agent (Signature) Date Street Address, City, State, Zip Phone

*Refer to Section 13.4 of the Unified Development Code for Conditional Use requirements City of Roswell • 38 Hill Street • Suite G-30 • Roswell, Georgia 30075 • 770-817-6720 • www.roswellgov.com Planning and Zoning Division Application • Rev 12/27/2024

Attachment: ZUSE-1025-000001_Application_rcvd 100825 (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with



ZONING

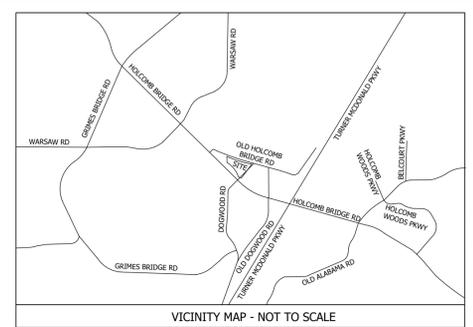
THE SUBJECT PROPERTY IS ZONED CC PER CITY OF ROSWELL ZONING MAP DATED JULY 2, 2025.

THE SETBACKS FOR A SINGLE-STORY SHOPFRONT IN ZONE CC COMMERCIAL CORRIDOR PER CITY OF ROSWELL MUNICODE ACCESSED ON 07/02/2025 ARE AS FOLLOWS:

FRONT(PRIMARY STREET): 0 FEET
 FRONT(SIDE STREET): 0 FEET
 SIDE(INTERIOR): 0 OR 3 FEET
 REAR: 0 OR 3 FEET
 MAXIMUM BUILDING HEIGHT: 24 FT/1 STORY

ANY SETBACKS AND BUFFERS SHOWN ARE GOVERNED BY THE LOCAL JURISDICTION AND SHOULD BE CONFIRMED IN WRITING PRIOR TO LAND PLANNING OR ANY CONSTRUCTION ACTIVITIES.

LINE	BEARING	DISTANCE
L1	N 45°47'05" W	41.47
L2	N 04°49'04" W	33.19
L3	N 06°52'21" W	38.96
L4	N 05°07'08" W	29.21
L5	N 08°29'05" W	38.82
L6	N 06°27'25" W	29.21
L7	N 02°04'36" W	29.20
L8	N 00°40'49" E	15.87
L9	S 64°51'31" E	33.60
L10	S 78°14'03" W	29.74



SURVEY NOTES

- All easements and rights of way of which the surveyor has knowledge are shown hereon; others may exist of which the surveyor has no knowledge and of which there is no observable evidence.
- The property shown hereon is subject to all easements and restrictions of record both written and unwritten.
- According to the Flood Insurance Rate Map (FIRM) for Forsyth County, Georgia, (Community-panel number 13121 C 0064 G, dated September 18, 2013), a portion of the subject property lies within Zone X, Zone X Shaded, Zone AE, and Zone AE Regulatory Floodway.
- The locations of underground utilities shown hereon are based on visible structures and maps and/or field located markings provided by Groundhawk and are approximate only. The property shown hereon may be served by underground utilities which are not shown hereon. LJA makes no warranties or claims that all utilities are marked or accurate. All Utility Companies should be contacted before beginning any design or construction. Groundhawk's report can be provided upon request.
- North arrow and bearings shown hereon are based on GA West Zone - NAD83 adjusted 2011. Using Global Positioning System (GPS) and obtained by RTK observations on 05-28-2025 using the Leica Smartnet System. All distances are horizontal ground measurements expressed in U.S. Survey Feet.
- The field data upon which this plat is based was gathered using base and rover using multiple setups and duplicate observations on corners. The processed data has a horizontal position of less than 0.029. The scale factor used to adjust the points to ground distances: 1.00013909171535.
- This plat has been calculated for closure and is found to be accurate within one foot in 297,148 feet.
- Equipment used for measurement:
 Angular: Trimble S5
 Linear: Trimble 55
 GPS: Trimble R12i
- This plat was prepared for the exclusive use of the person, persons, or entity named hereon. This plat does not extend to any unnamed persons, persons, or entity without express written certification by the surveyor naming said person, persons, or entity.
- State, County, and Local buffers and setbacks might exist on the subject property that are not shown hereon.
- Contours and spot elevations shown hereon are based on U.S.G.S. datum (NAVD 88), site benchmarks are shown hereon.
- This survey is not valid without the Original Signature and Seal of a Georgia Licensed Surveyor.
- There was no observable evidence of Human Burials or Cemeteries on Subject Property at the time of the field Survey.
- LJA Surveying does not warrant the existence or nonexistence of any wetlands or hazardous wastes located on the Subject Property.
- At the time of the field survey there was no observable evidence of recent earth moving work, building construction, building additions, changes in right-of-way, or recent street and/or sidewalk repair.
- Research into the right-of-way width of Dogwood Road produced conflicting results. Deed Book 68358, Page 660 references a 30-foot right-of-way, while the Georgia DOT right-of-way map for P.L. 720670 indicates a 60-foot width by scale. Additionally, mainline plans for GDOT P.L. 720050 depict an existing 60-foot right-of-way dedicated to the City of Roswell. The Surveyor contacted the Roswell Department of Transportation for clarification, but the City was only able to confirm that Dogwood Road has a variable right-of-way. In the absence of definitive documentation to the contrary, the right-of-way is shown hereon as 60 feet in width.
- Stream Buffers shown hereon provided to surveyor by others.
- Property Owner & Address
 FNRWL LLC
 1251 56TH ST.
 BROOKLYN NY 11219
 CONTACT: ZELDA MEHL
 EMAIL: ZELDAMEHL@GMAIL.COM

ALTA CERTIFICATION

TO: Quiktrip Corporation, an Oklahoma corporation & First American Title Insurance Company

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2026 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a)(i), 8, 9, 11(i), 13, 16, 17, 18, 19 AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED DURING THE MONTH OF JULY OF 2025.

David L. Anderson 12/18/2025
 Date
 David L. Anderson, GA P.L.S. #3305

SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

David L. Anderson 12/18/2025
 Date
 David L. Anderson, GA P.L.S. #3305

LJA SURVEYING INC.
 4525 SOUTH LEE STREET
 BUFORD, GA 30518
 Phone: 713.953.5200
 LSF No. 1390

PROJECT NO.: LJA3769-2514

QuikTrip No. 1784

1050 HOLCOMB BRIDGE ROAD
 FULTON COUNTY, GEORGIA
 LAND LOT 5.38 & 5.39 ~ 1ST DISTRICT ~ 2ND SECTION
 FULTON COUNTY, GEORGIA

QT

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PROTOTYPE: P-122
 DIVISION:
 VERSION: 001
 DESIGNED BY:
 DRAWN BY: AKC
 REVIEWED BY: FAA

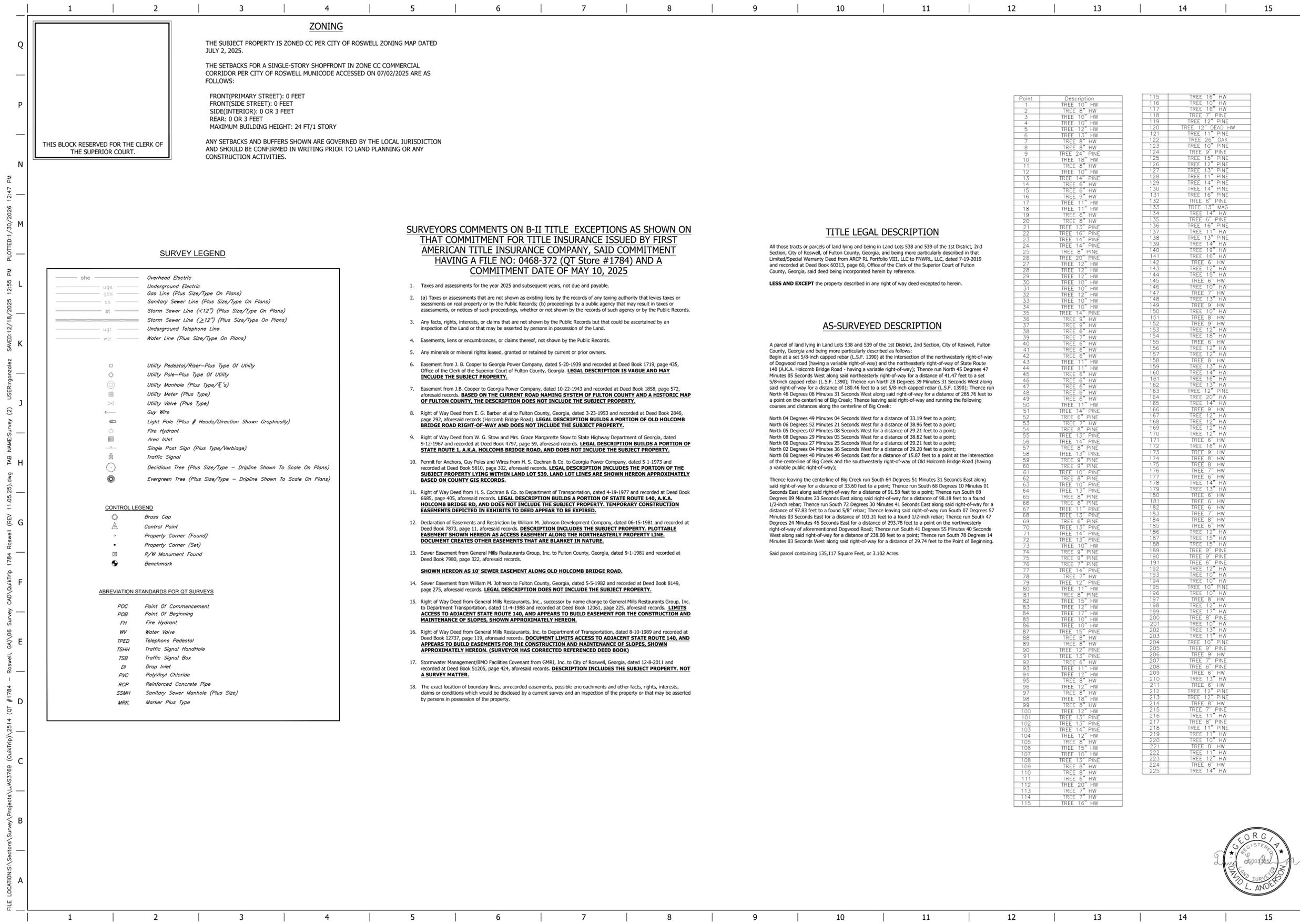
REV	DATE	DESCRIPTION
001	1/20/26	STREAM BUFFER REVISION

ORIGINAL ISSUE DATE: 07/01/2025

SHEET TITLE:
 SURVEY PLAN

SHEET NUMBER:
C020

FILE LOCATION: S:\sectors\Survey\Projects\LJA3769 (QuikTrip)\2514 (QT # 1784 - Roswell, GA)\06 Survey CAD\QuikTrip 1784 Roswell (REV 11.05.25).dwg TAB NAME: Survey USER: rgonzalez SAVER: 12/18/2025 12:55 PM PLOTTED: 1/30/2026 12:47 PM



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

ZONING

THE SUBJECT PROPERTY IS ZONED CC PER CITY OF ROSWELL ZONING MAP DATED JULY 2, 2025.

THE SETBACKS FOR A SINGLE-STORY SHOPFRONT IN ZONE CC COMMERCIAL CORRIDOR PER CITY OF ROSWELL MUNICODER ACCESSED ON 07/02/2025 ARE AS FOLLOWS:

- FRONT(PRIMARY STREET): 0 FEET
- FRONT(SIDE STREET): 0 FEET
- SIDE(INTERIOR): 0 OR 3 FEET
- REAR: 0 OR 3 FEET
- MAXIMUM BUILDING HEIGHT: 24 FT/1 STORY

ANY SETBACKS AND BUFFERS SHOWN ARE GOVERNED BY THE LOCAL JURISDICTION AND SHOULD BE CONFIRMED IN WRITING PRIOR TO LAND PLANNING OR ANY CONSTRUCTION ACTIVITIES.

SURVEYORS COMMENTS ON B-II TITLE EXCEPTIONS AS SHOWN ON THAT COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, SAID COMMITMENT HAVING A FILE NO: 0468-372 (QT Store #1784) AND A COMMITMENT DATE OF MAY 10, 2025

- Taxes and assessments for the year 2025 and subsequent years, not due and payable.
- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any minerals or mineral rights leased, granted or retained by current or prior owners.
- Easement from J. B. Cooper to Georgia Power Company, dated 5-20-1939 and recorded at Deed Book 1719, page 435, aforesaid records. **BASED ON THE CURRENT ROAD NAMING SYSTEM OF FULTON COUNTY AND A HISTORIC MAP OF FULTON COUNTY, THE DESCRIPTION DOES NOT INCLUDE THE SUBJECT PROPERTY.**
- Easement from J.B. Cooper to Georgia Power Company, dated 10-22-1943 and recorded at Deed Book 1858, page 572, aforesaid records. **BASED ON THE CURRENT ROAD NAMING SYSTEM OF FULTON COUNTY AND A HISTORIC MAP OF FULTON COUNTY, THE DESCRIPTION DOES NOT INCLUDE THE SUBJECT PROPERTY.**
- Right of Way Deed from E. G. Barber et al to Fulton County, Georgia, dated 3-23-1953 and recorded at Deed Book 2846, page 292, aforesaid records (Holcomb Bridge Road). **LEGAL DESCRIPTION BUILDS A PORTION OF OLD HOLCOMB BRIDGE ROAD RIGHT-OF-WAY AND DOES NOT INCLUDE THE SUBJECT PROPERTY.**
- Right of Way Deed from W. G. Stow and Mrs. Grace Margaret Stow to State Highway Department of Georgia, dated 9-12-1967 and recorded at Deed Book 4797, page 59, aforesaid records. **LEGAL DESCRIPTION BUILDS A PORTION OF STATE ROUTE 1, A.K.A. HOLCOMB BRIDGE ROAD, AND DOES NOT INCLUDE THE SUBJECT PROPERTY.**
- Permit for Anchors, Guy Poles and Wires from H. S. Cochran & Co. to Georgia Power Company, dated 5-1-1973 and recorded at Deed Book 5810, page 302, aforesaid records. **LEGAL DESCRIPTION INCLUDES THE PORTION OF THE SUBJECT PROPERTY LYING WITHIN LAND LOT 539. LAND LOT LINES ARE SHOWN HEREON APPROXIMATELY BASED ON COUNTY GIS RECORDS.**
- Right of Way Deed from H. S. Cochran & Co. to Department of Transportation, dated 4-19-1977 and recorded at Deed Book 6685, page 405, aforesaid records. **LEGAL DESCRIPTION BUILDS A PORTION OF STATE ROUTE 140, A.K.A. HOLCOMB BRIDGE RD, AND DOES NOT INCLUDE THE SUBJECT PROPERTY. TEMPORARY CONSTRUCTION EASEMENTS DEPICTED IN EXHIBITS TO DEED APPEAR TO BE EXPIRED.**
- Declaration of Easements and Restriction by William M. Johnson Development Company, dated 06-15-1981 and recorded at Deed Book 7873, page 119, aforesaid records. **DESCRIPTION INCLUDES THE SUBJECT PROPERTY. PLOTTABLE EASEMENT SHOWN HEREON AS ACCESS EASEMENT ALONG THE NORTHEASTERLY PROPERTY LINE. DOCUMENT CREATES OTHER EASEMENTS THAT ARE BLANKET IN NATURE.**
- Sewer Easement from General Mills Restaurants Group, Inc. to Fulton County, Georgia, dated 9-1-1981 and recorded at Deed Book 7980, page 322, aforesaid records. **SHOWN HEREON AS 10' SEWER EASEMENT ALONG OLD HOLCOMB BRIDGE ROAD.**
- Sewer Easement from William M. Johnson to Fulton County, Georgia, dated 5-5-1982 and recorded at Deed Book 8149, page 275, aforesaid records. **LEGAL DESCRIPTION DOES NOT INCLUDE THE SUBJECT PROPERTY.**
- Right of Way Deed from General Mills Restaurants, Inc., successor by name change to General Mills Restaurants Group, Inc. to Department of Transportation, dated 11-4-1988 and recorded at Deed Book 12061, page 225, aforesaid records. **LIMITS ACCESS TO ADJACENT STATE ROUTE 140, AND APPEARS TO BUILD EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, SHOWN APPROXIMATELY HEREON.**
- Right of Way Deed from General Mills Restaurants, Inc. to Department of Transportation, dated 8-10-1989 and recorded at Deed Book 12737, page 119, aforesaid records. **DOCUMENT LIMITS ACCESS TO ADJACENT STATE ROUTE 140, AND APPEARS TO BUILD EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES, SHOWN APPROXIMATELY HEREON. (SURVEYOR HAS CORRECTED REFERENCED DEED BOOK)**
- Stormwater Management/BMO Facilities Covenant from GMR, Inc. to City of Roswell, Georgia, dated 12-8-2011 and recorded at Deed Book 51205, page 424, aforesaid records. **DESCRIPTION INCLUDES THE SUBJECT PROPERTY. NOT A SURVEY MATTER.**
- The exact location of boundary lines, unrecorded easements, possible encroachments and other facts, rights, interests, claims or conditions which would be disclosed by a current survey and an inspection of the property or that may be asserted by persons in possession of the property.

TITLE LEGAL DESCRIPTION

All those tracts or parcels of land lying and being in Land Lots 538 and 539 of the 1st District, 2nd Section, City of Roswell, of Fulton County, Georgia, and being more particularly described in that Limited/Special Warranty Deed from ARCP RL Portfolio VIII, LLC to FNWRLL, LLC, dated 7-19-2019 and recorded at Deed Book 60313, page 60, Office of the Clerk of the Superior Court of Fulton County, Georgia, said deed being incorporated herein by reference.

LESS AND EXCEPT the property described in any right of way deed excepted to herein.

AS-SURVEYED DESCRIPTION

A parcel of land lying in Land Lots 538 and 539 of the 1st District, 2nd Section, City of Roswell, Fulton County, Georgia and being more particularly described as follows: Begin at a set 5/8-inch capped rebar (L.S.F. 1390) at the intersection of the northwesterly right-of-way of Dogwood road (having a variable right-of-way) and the northeasterly right-of-way of State Route 140 (A.K.A. Holcomb Bridge Road - having a variable right-of-way); Thence run North 45 Degrees 47 Minutes 05 Seconds West along said northeasterly right-of-way for a distance of 41.47 feet to a set 5/8-inch capped rebar (L.S.F. 1390); Thence run North 28 Degrees 39 Minutes 31 Seconds West along said right-of-way for a distance of 180.46 feet to a set 5/8-inch capped rebar (L.S.F. 1390); Thence run North 46 Degrees 08 Minutes 31 Seconds West along said right-of-way for a distance of 205.76 feet to a point on the centerline of Big Creek; Thence leaving said right-of-way and running the following courses and distances along the centerline of Big Creek:

- North 04 Degrees 49 Minutes 04 Seconds West for a distance of 33.19 feet to a point;
- North 06 Degrees 52 Minutes 21 Seconds West for a distance of 38.96 feet to a point;
- North 05 Degrees 07 Minutes 08 Seconds West for a distance of 29.21 feet to a point;
- North 08 Degrees 29 Minutes 05 Seconds West for a distance of 38.82 feet to a point;
- North 02 Degrees 27 Minutes 25 Seconds West for a distance of 29.20 feet to a point;
- North 02 Degrees 04 Minutes 36 Seconds West for a distance of 29.20 feet to a point;
- North 00 Degrees 40 Minutes 49 Seconds East for a distance of 15.87 feet to a point at the intersection of the centerline of Big Creek and the southwesterly right-of-way of Old Holcomb Bridge Road (having a variable public right-of-way).

Thence leaving the centerline of Big Creek run South 64 Degrees 51 Minutes 31 Seconds East along said right-of-way for a distance of 33.60 feet to a point; Thence run South 68 Degrees 10 Minutes 01 Seconds East along said right-of-way for a distance of 91.58 feet to a point; Thence run South 68 Degrees 09 Minutes 20 Seconds East along said right-of-way for a distance of 98.18 feet to a found 1/2-inch rebar; Thence run South 72 Degrees 30 Minutes 41 Seconds East along said right-of-way for a distance of 97.83 feet to a found 5/8" rebar; Thence leaving said right-of-way run South 07 Degrees 57 Minutes 03 Seconds East for a distance of 103.31 feet to a found 1/2-inch rebar; Thence run South 47 Degrees 24 Minutes 46 Seconds East for a distance of 293.78 feet to a point on the northwesterly right-of-way of aforementioned Dogwood Road; Thence run South 41 Degrees 55 Minutes 40 Seconds West along said right-of-way for a distance of 238.08 feet to a point; Thence run South 78 Degrees 14 Minutes 03 Seconds West along said right-of-way for a distance of 29.74 feet to the Point of Beginning.

Said parcel containing 135,117 Square Feet, or 3.102 Acres.

Point	Description		Description
1	TREE 10" HW	115	TREE 16" HW
2	TREE 8" HW	116	TREE 10" HW
3	TREE 10" HW	117	TREE 18" HW
4	TREE 10" HW	118	TREE 2" PINE
5	TREE 12" HW	119	TREE 12" PINE
6	TREE 13" HW	120	TREE 12" DEAD HW
7	TREE 8" HW	121	TREE 11" PINE
8	TREE 8" HW	122	TREE 26" OAK
9	TREE 24" PINE	123	TREE 10" PINE
10	TREE 18" HW	124	TREE 9" PINE
11	TREE 8" HW	125	TREE 15" PINE
12	TREE 10" HW	126	TREE 12" PINE
13	TREE 14" PINE	127	TREE 13" PINE
14	TREE 6" HW	128	TREE 11" PINE
15	TREE 6" HW	129	TREE 14" PINE
16	TREE 9" HW	130	TREE 14" PINE
17	TREE 11" HW	131	TREE 16" PINE
18	TREE 11" HW	132	TREE 6" PINE
19	TREE 6" HW	133	TREE 13" MAG
20	TREE 8" HW	134	TREE 14" HW
21	TREE 13" PINE	135	TREE 6" PINE
22	TREE 16" PINE	136	TREE 16" PINE
23	TREE 14" PINE	137	TREE 11" HW
24	TREE 14" PINE	138	TREE 13" PINE
25	TREE 8" PINE	139	TREE 14" HW
26	TREE 20" PINE	140	TREE 19" HW
27	TREE 12" HW	141	TREE 16" HW
28	TREE 12" HW	142	TREE 6" HW
29	TREE 12" HW	143	TREE 12" HW
30	TREE 10" HW	144	TREE 15" HW
31	TREE 10" HW	145	TREE 6" HW
32	TREE 13" HW	146	TREE 10" HW
33	TREE 10" HW	147	TREE 7" HW
34	TREE 10" HW	148	TREE 13" HW
35	TREE 14" PINE	149	TREE 9" HW
36	TREE 9" HW	150	TREE 10" HW
37	TREE 9" HW	151	TREE 8" HW
38	TREE 6" HW	152	TREE 9" HW
39	TREE 7" HW	153	TREE 12" HW
40	TREE 6" HW	154	TREE 18" HW
41	TREE 6" HW	155	TREE 6" HW
42	TREE 6" HW	156	TREE 12" HW
43	TREE 11" HW	157	TREE 7" HW
44	TREE 11" HW	158	TREE 8" HW
45	TREE 6" HW	159	TREE 13" HW
46	TREE 6" HW	160	TREE 14" HW
47	TREE 6" HW	161	TREE 12" HW
48	TREE 6" HW	162	TREE 13" HW
49	TREE 6" HW	163	TREE 12" PINE
50	TREE 11" HW	164	TREE 20" HW
51	TREE 14" PINE	165	TREE 8" HW
52	TREE 6" PINE	166	TREE 9" HW
53	TREE 7" HW	167	TREE 12" HW
54	TREE 6" PINE	168	TREE 12" HW
55	TREE 13" PINE	169	TREE 12" HW
56	TREE 14" PINE	170	TREE 12" HW
57	TREE 8" PINE	171	TREE 6" HW
58	TREE 13" PINE	172	TREE 10" HW
59	TREE 9" PINE	173	TREE 9" HW
60	TREE 9" PINE	174	TREE 8" HW
61	TREE 10" PINE	175	TREE 8" HW
62	TREE 8" PINE	176	TREE 6" HW
63	TREE 10" PINE	177	TREE 6" HW
64	TREE 13" PINE	178	TREE 14" HW
65	TREE 8" PINE	179	TREE 13" HW
66	TREE 8" PINE	180	TREE 8" HW
67	TREE 11" PINE	181	TREE 6" HW
68	TREE 13" PINE	182	TREE 6" HW
69	TREE 6" PINE	183	TREE 6" HW
70	TREE 13" PINE	184	TREE 8" HW
71	TREE 14" PINE	185	TREE 6" HW
72	TREE 13" PINE	186	TREE 12" HW
73	TREE 10" HW	187	TREE 15" HW
74	TREE 9" PINE	188	TREE 15" HW
75	TREE 9" PINE	189	TREE 9" PINE
76	TREE 7" PINE	190	TREE 9" PINE
77	TREE 14" PINE	191	TREE 6" PINE
78	TREE 7" HW	192	TREE 12" HW
79	TREE 12" PINE	193	TREE 10" HW
80	TREE 11" HW	194	TREE 10" HW
81	TREE 8" PINE	195	TREE 10" PINE
82	TREE 15" HW	196	TREE 10" HW
83	TREE 12" HW	197	TREE 8" HW
84	TREE 10" HW	198	TREE 12" HW
85	TREE 10" HW	199	TREE 17" HW
86	TREE 10" HW	200	TREE 8" PINE
87	TREE 15" PINE	201	TREE 10" HW
88	TREE 8" HW	202	TREE 13" HW
89	TREE 8" HW	203	TREE 11" HW
90	TREE 12" PINE	204	TREE 10" PINE
91	TREE 13" PINE	205	TREE 9" PINE
92	TREE 6" HW	206	TREE 9" HW
93	TREE 11" HW	207	TREE 2" PINE
94	TREE 12" HW	208	TREE 6" PINE
95	TREE 8" HW	209	TREE 8" HW
96	TREE 12" HW	210	TREE 13" HW
97	TREE 8" HW	211	TREE 6" HW
98	TREE 18" HW	212	TREE 12" PINE
99	TREE 8" HW	213	TREE 12" PINE
100	TREE 12" HW	214	TREE 8" HW
101	TREE 13" PINE	215	TREE 2" PINE
102	TREE 13" PINE	216	TREE 11" HW
103	TREE 14" PINE	217	TREE 8" PINE
104	TREE 12" HW	218	TREE 11" PINE
105	TREE 12" HW	219	TREE 11" HW
106	TREE 8" HW	220	TREE 10" HW
107	TREE 10" HW	221	TREE 8" HW
108	TREE 13" PINE	222	TREE 11" HW
109	TREE 8" HW	223	TREE 12" HW
110	TREE 8" HW	224	TREE 6" HW
111	TREE 6" HW	225	TREE 14" HW
112	TREE 20" HW		
113	TREE 7" HW		
114	TREE 7" HW		
115	TREE 16" HW		

LJA SURVEYING INC.
 Phone: 713.953.5200
 LSF No. 1390
 4525 SOUTH LEE STREET
 BUFORD, GA 30518

PROJECT NO.: LJA3769-2514

ALTA/NSPS TOPOGRAPHIC SURVEY
QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD
 FULTON COUNTY, GEORGIA
 LAND LOT 538 - 1ST DISTRICT - 2ND SECTION
 FULTON COUNTY, GEORGIA

QT

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PROTOTYPE: P-122
 DIVISION:
 VERSION: 001
 DESIGNED BY:
 DRAWN BY: AKC
 REVIEWED BY: FAA

DESCRIPTION
 STREAM BUFFER REVISION

REV DATE
 001 1/20/26

ORIGINAL ISSUE DATE: 07/01/2025

SHEET TITLE:
 SURVEY PLAN

SHEET NUMBER:
C020.1



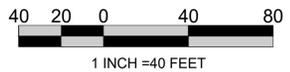
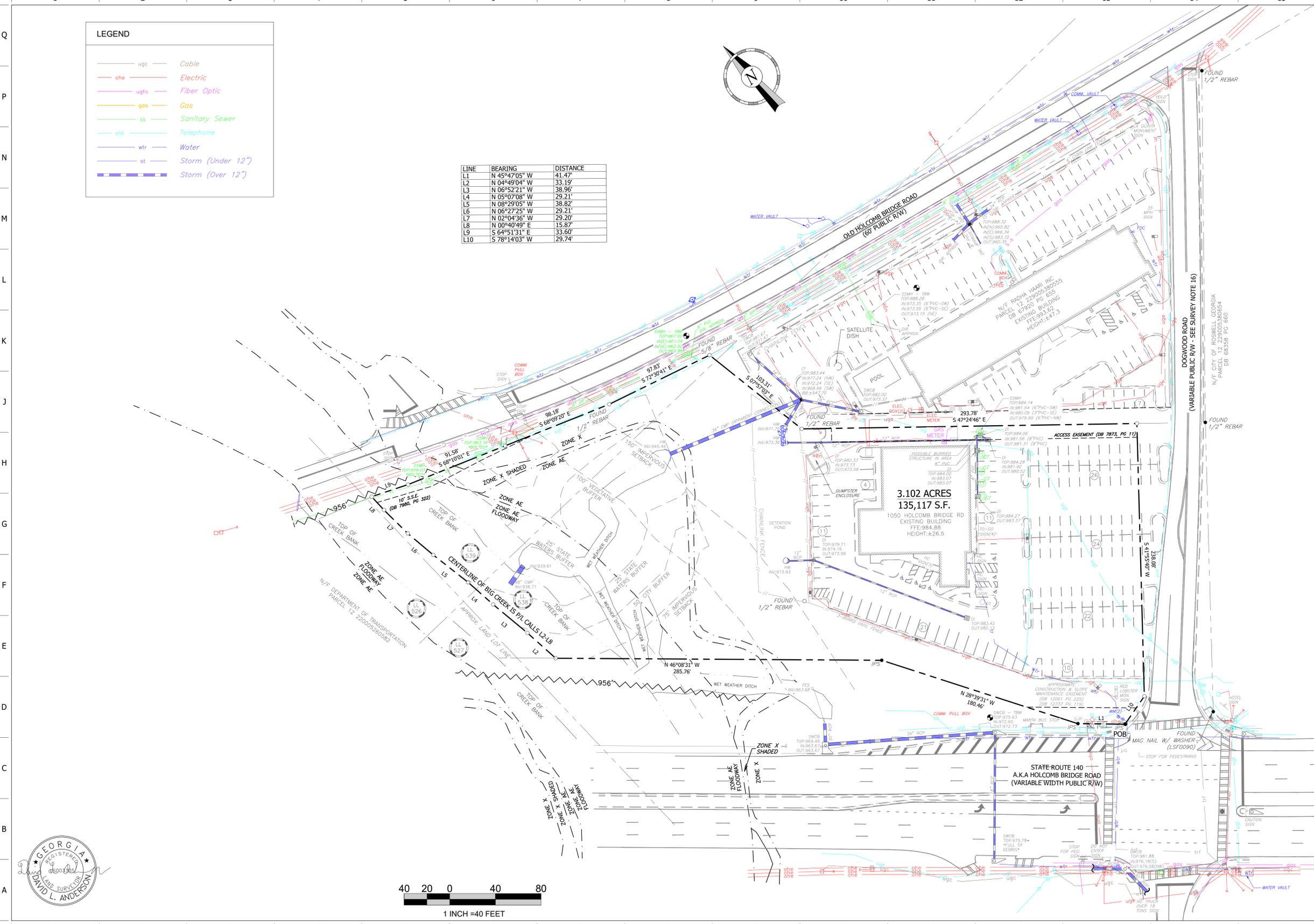
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 SAVED: 1/19/2025 12:55 PM

FILE LOCATION: Sectors\Survey\Projects\LIAS3769 (QuikTrip)\2514 (OT # 1784 - Roswell, GA)\05 Survey CAD\QuikTrip 1784 - Roswell (REV 11.05.25).dwg TAB NAME: The Devos Survey-Utility Sheet USER: gregcozlez SAVED: 12/18/2025 12:55 PM PLOTTED: 1/30/2026 12:47 PM

LEGEND

- ugc — Cable
- ohe — Electric
- ufo — Fiber Optic
- gas — Gas
- ss — Sanitary Sewer
- oht — Telephone
- wtr — Water
- st — Storm (Under 12")
- st — Storm (Over 12")

LINE	BEARING	DISTANCE
L1	N 45°47'05" W	41.47'
L2	N 04°49'04" W	33.19'
L3	N 06°52'21" W	38.96'
L4	N 05°07'08" W	29.21'
L5	N 08°29'05" W	38.82'
L6	N 06°27'25" W	29.21'
L7	N 02°04'36" W	29.20'
L8	N 00°40'49" E	15.87'
L9	S 64°51'31" E	33.60'
L10	S 78°14'03" W	29.74'



LJA SURVEYING INC.
 4525 SOUTH LEE STREET
 BUFORD, GA 30518
 Phone: 713.953.5200
 LSF No. 1390

PROJECT NO.: LIAS3769-2514

THE DEVOS SURVEY - UTILITY SURVEY
QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD
 FULTON COUNTY, GEORGIA
 LAND LOT 538 - 1ST DISTRICT - 2ND SECTION -
 FULTON COUNTY, GEORGIA



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PROTOTYPE:	P-122
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	AKC
REVIEWED BY:	FAA

REV	DATE	DESCRIPTION
001	1/30/26	STREAM BUFFER REVISION

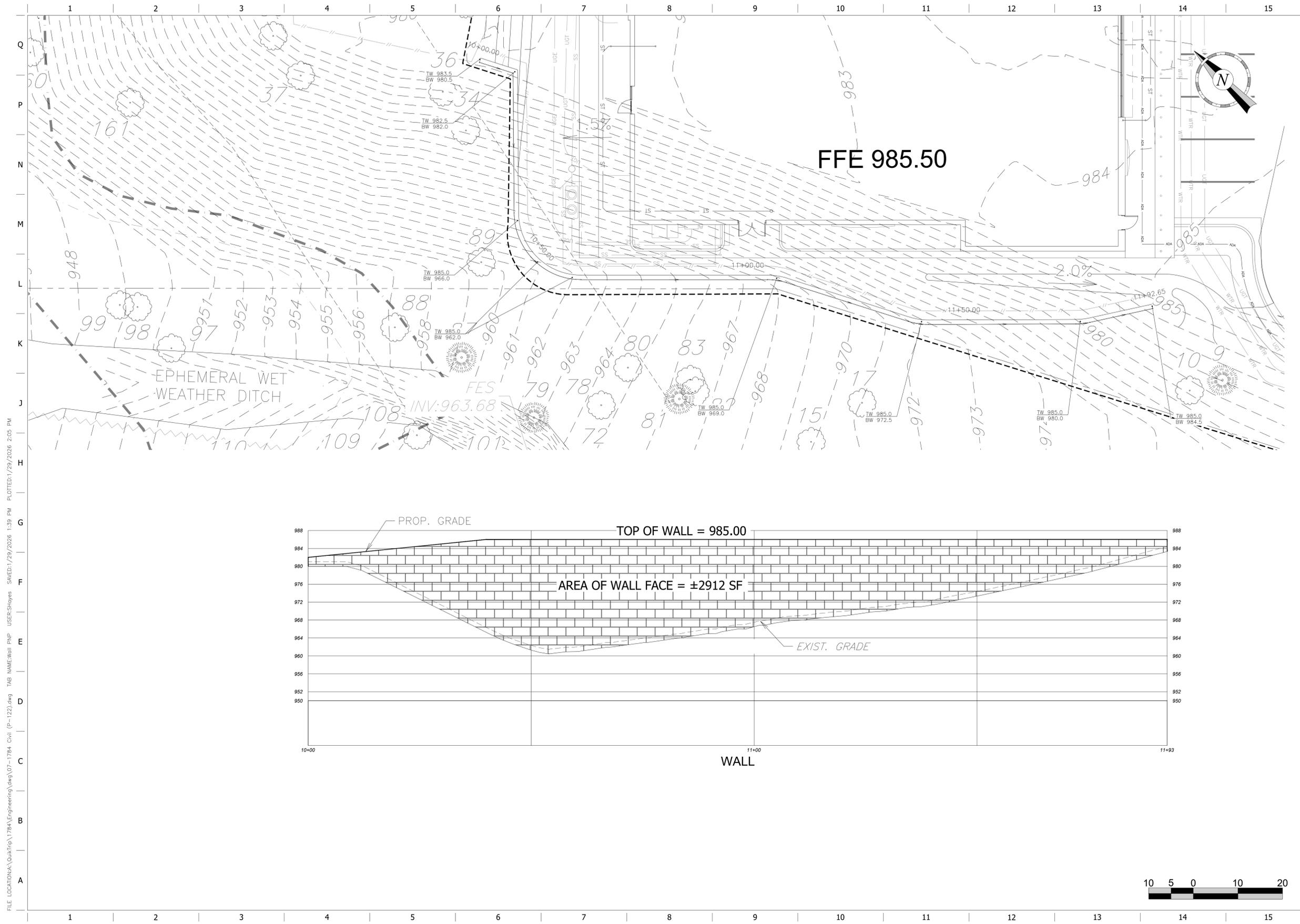
SHEET TITLE:

UTILITY PLAN

SHEET NUMBER:

C020.2

ORIGINAL ISSUE DATE: 07/01/2025



FILE: LOCATION\QuikTrip\1784\Engineering\dwg\07-1784-Civil (P-122).dwg TAB: NAME:Wall_PWP USE:SES:Shoyes SW:ED:1/29/2026 1:39 PM PLOT:ED:1/29/2026 2:05 PM

No. 033637
 PROFESSIONAL ENGINEER
 PAUL HAYES
 1/29/26
 GSWCC LEVEL II CERT. NO. 58841
 GSWCC CERT. EXP. 09/01/27
 PROJECT NO.: 039.053

FALCON DESIGN CONSULTANTS
 ENGINEERING SURVEYING
 PLANNING LANDSCAPE
 CONST. MGMT. ARCHITECTURE
 500 PIRKLE FERRY RD.
 SUITE C
 CUMMING, GA 30040
 PH. (678) 807-5100
 www.fdc-llc.com

QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD
 ROSWELL, GEORGIA
 LAND LOTS 538 & 539 ~ 1ST DISTRICT ~ 2ND SECTION
 FULTON COUNTY, GEORGIA

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PROTOTYPE:	P-122 (5/15/25)
DIVISION:	
VERSION:	001
DESIGNED BY:	
DRAWN BY:	
REVIEWED BY:	

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE:

SHEET TITLE:
RETAINING WALL
PLAN & PROFILE

SHEET NUMBER:
5



CITY OF ROSWELL NOTES

- EVERY EFFORT HAS BEEN MADE TO IDENTIFY CODE REQUIREMENTS. NO OVERSIGHT BY CITY PLAN REVIEW STAFF SHALL BE CONSIDERED AS AUTHORITY OR PERMISSION TO VIOLATE, SET ASIDE, CANCEL OR ALTER ANY APPLICABLE CODES OR ORDINANCES.
- THE PERMIT MUST BE DISPLAYED & VISIBLE FROM THE STREET CURB. PERMITS & PLANS BEARING THE STAMP OF THE CITY OF ROSWELL BUILDING DIVISION MUST BE ON-SITE DURING THE ENTIRE DURATION OF THE JOB. THEY MUST BE KEPT IN AN ACCESSIBLE WEATHER-PROOF DEVICE OR AREA. INSPECTIONS WILL NOT BE PERFORMED IF PERMITS AND STAMPED PLANS ARE NOT LEGIBLE AND ACCESSIBLE TO THE INSPECTOR.
- REVIEWER: RHONDA DONEHOOF-FAULKNER, REGISTERED ARCHITECT, BUILDING DIVISION (Ph) 770-817-6726 (Email) rdonehoof@roswellgov.com
- ACCESS FOR REQUESTED INSPECTION IS REQUIRED BETWEEN THE HOURS OF 8AM UNTIL 4PM WITHOUT EXCEPTION.

LINE	BEARING	DISTANCE
L1	N 45°47'05" W	41.47'
L2	N 04°49'04" W	33.19'
L3	N 06°52'21" W	38.96'
L4	N 05°07'08" W	29.21'
L5	N 08°29'05" W	38.82'
L6	N 06°27'25" W	29.21'
L7	N 02°04'36" W	29.20'
L8	N 00°40'49" E	15.87'
L9	S 64°51'31" E	33.60'
L10	S 78°14'03" W	29.74'

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- MOUNTABLE CURB W/RADIUS PROTECTOR
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY
- OPEN SPACE
- AMENITY AREA

PARKING REQUIREMENTS

MIN. PARKING REQUIRED: 1 PER 300 S.F. (RETAIL) + 1 PER 1,000 SF OUTDOOR USE AREA
 BUILDING AREA = 6,445 SF
 OUTDOOR USE AREA = 12,504 SF
 6,445 SF + 12,504 = 18,949 SF
 6,445/300 + 12,504/1,000 = 21.5 + 12.5 = 34
 MAX. PARKING ALLOWED: 133%
 34 * 1.33 = 45.2 = 45 SPACES
 PARKING PROVIDED: 42 SPACES
 ACCESSIBLE PARKING REQUIRED: 2 SPACES
 ACCESSIBLE PARKING PROVIDED: 2 SPACES
 MOTORCYCLE PARKING REQUIRED: 2 SPACES
 MOTORCYCLE PARKING PROVIDED: 2 SPACES

DEVELOPMENT SUMMARY

DIMENSION	REQUIRED	PROVIDED
PARCEL AREA	5,000 SF MIN.	135,117 SF (3.1 AC.)
LOT WIDTH	50' MIN	702'
IMPERVIOUS AREA	N/A	62,124 SF
LANDSCAPED/ OPEN SPACE AREA	15% (21,283 SF)	43,563 SF (32%)
AMENITY AREA	5% (7,094 SF)	5.6% (7,629 SF)
TOTAL DISTURBED	---	1.7 AC.
% IMPERVIOUS	---	43.8%

OWNER

OWNER
 FNWRL, LLC
 CONTACT: ZELDA MEHL
 1251 58TH STREET
 BROOKLYN, NY 11219
 EMAIL: zeldamehl@gmail.com

N/F CITY OF ROSWELL GEORGIA
 PARCEL 12 229005380654
 DB 68358 PG 660
 UDC ZONING: CC

RIGHT-OF-WAY DEDICATION AREA FOR SIDEWALK (± 1,023 SF)

REGISTERED PROFESSIONAL ENGINEER
 No. 033637
 Paul Hager
 1/25/24
 GSWCC LEVEL II CERT. NO. 58841
 GSWCC CERT. EXP. 09/01/27
 PROJECT NO.: 039.053

FALCON DESIGN CONSULTANTS
 ENGINEERING SURVEYING
 PLANNING LANDSCAPE
 CONST. MGMT. ARCHITECTURE
 500 PIRKLE FERRY RD.
 SUITE C
 CUMMING, GA 30040
 PH: (678) 807-5100
 WWW.FDC-LLC.COM

QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD
 ROSWELL, GEORGIA
 LAND LOTS 538 & 539 ~ 1ST DISTRICT ~ 2ND SECTION
 FULTON COUNTY, GEORGIA

QT

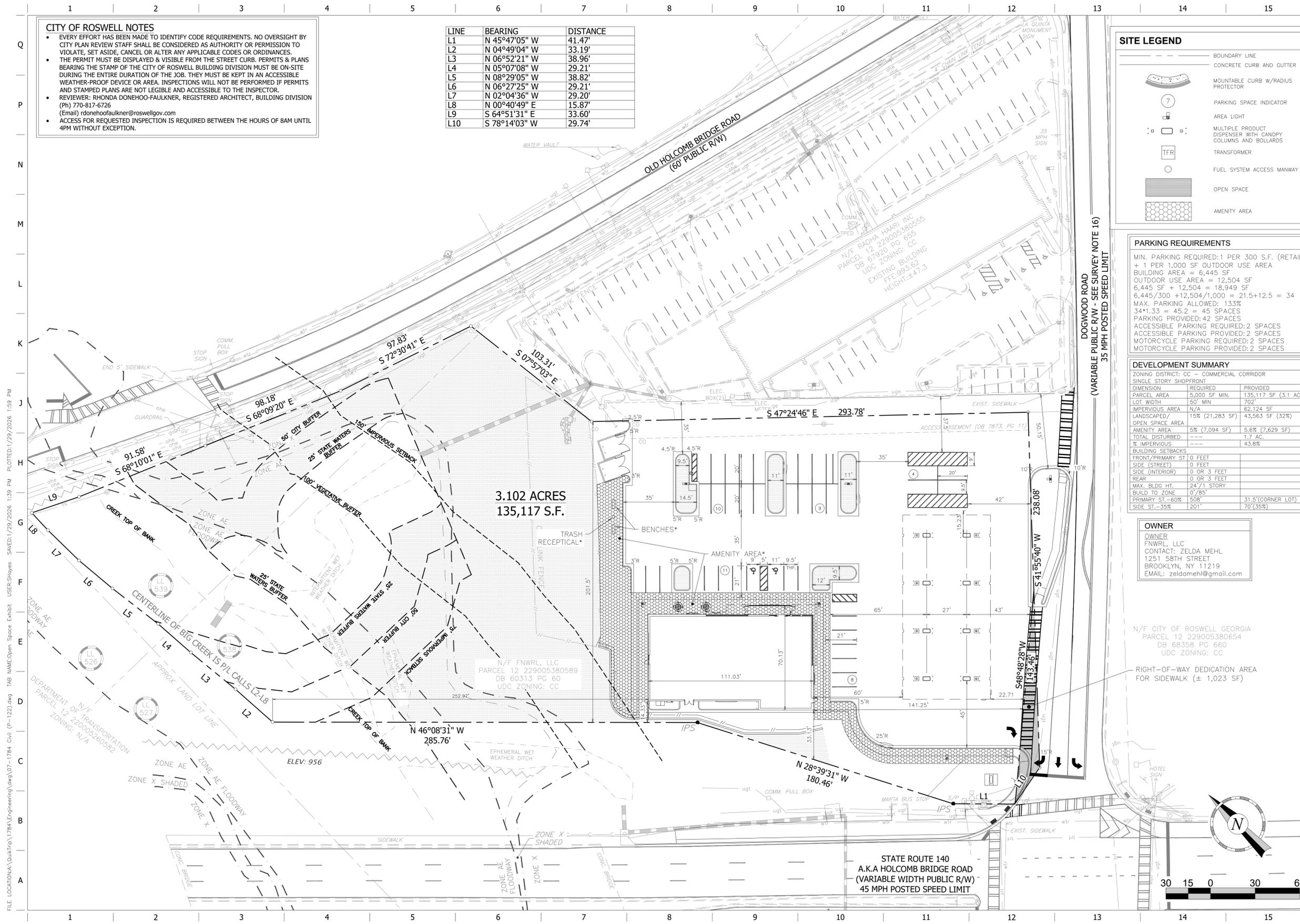
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PROTOTYPE: P-122 (5/15/25)
 DIVISION:
 VERSION: 001
 DESIGNED BY:
 DRAWN BY:
 REVIEWED BY:

REV	DATE	DESCRIPTION

SHEET TITLE:
 OPEN SPACE EXHIBIT

SHEET NUMBER:
E2



FILE LOCATION: \\back\QuikTrip\1784\Engineering\dwg\07-1784_Civil (P-122).dwg
 TAB NAME: Open Space Exhibit
 USER: Stoyes
 SAVED: 1/29/2026 1:39 PM
 PLOTTED: 1/29/2026 1:59 PM

**Dakota Carruthers**

t: 678.690.5710

f: 404.869.6972

dakotacarruthers@parkerpoe.com

Atlanta, GA
 Charleston, SC
 Charlotte, NC
 Columbia, SC
 Greenville, SC
 Raleigh, NC
 Spartanburg, SC
 Washington, DC

October 8, 2025

Via E-mail [planningandzoning@roswellgov.com]

Jeannie Peyton, Planning & Zoning Director
 City of Roswell
 38 Hill Street, Suite G-30
 Roswell, GA 30075

Re: Letter of Intent regarding Conditional Use Application (“**Application**”) by QuikTrip Corporation (“**Applicant**”) for a convenience store with fuel pumps at 1050 Holcomb Bridge Road, Roswell, Georgia 30076, Tax Parcel Number 12 229005380589 (the “**Property**”)

Ladies and Gentlemen:

This law firm has the pleasure of representing Applicant with respect to a proposed Application to operate a convenience store with fuel pumps as a conditional use on the Property.

Existing Conditions and Proposed Redevelopment

The Property is approximately 3.102-acres located on the northern side of Holcomb Bridge Road and west of Dogwood Road, and is owned by ARCP RL Portfolio VIII LLC (“**Owner**”). The Property is improved with a now-vacant building and accessory parking, which once housed a Red Lobster restaurant and which is sitting unutilized today. Applicant is under contract with Owner for the potential redevelopment of the Property.

The Property is zoned CC, Commercial Corridor, and is located within the Downtown Development Overlay District. CC zoned parcels border the Property in all directions, with RM-3 properties adjacent to these to the north and south. Applicant intends to seek approval of the conditional use to allow redevelopment of the Property as a QuikTrip-branded store to include approximately 6,445 square feet of store space with 8 fuel pumps under a single canopy. This redevelopment will provide a convenient, neighborhood- serving retail use that will activate the vacant Property, improving the visual aesthetic and bringing the Property into compliance with current City of Roswell Unified Development Code (“**UDC**”) standards.

The Property is located within the Commercial Mixed Use Character Area under the City of Roswell 2040 Comprehensive Plan (“**Comprehensive Plan**”). The proposed redevelopment of a vacant restaurant and excess parking area along a major node into a small scale, neighborhood serving, commercial use conforms with implementation strategies of the character area under the Comprehensive Plan for redevelopment of declining and vacant commercial buildings. The

Application is also consistent with the policy vision of the character area goal which encourages redevelopment with a mix of uses characterized by high quality building materials.

Applicant is proposing its new generation building elevations including a sleek and modern design with enhanced architectural features. The first and only location featuring these elevations in the QuikTrip United States portfolio recently opened in Tulsa, Oklahoma. If approved, this design will be the first in the State of Georgia.

Currently, the Property is legally non-conforming to the current UDC standards in a number of ways. The Application, if approved, will ensure the Property is redeveloped in full compliance with current UDC standards and will provide reinvestment in to the Holcomb Bridge Road corridor in a manner consistent with the Comprehensive Plan and Downtown Development Overlay District. Applicant strategically selects new sites based on existing area needs and provides an exemplary serviced-based use despite same or similar uses operating in close proximity to the Property. The proposed development is not expected to significantly impact the roadway network surrounding the Property based on the traffic impact study completed by Keck & Wood submitted as part of this Application.

Application Requirements

The City of Roswell Public Hearing Application sets forth the requirements applicable to CUP applications, some of which are addressed above and the remainder of which are addressed in supporting documents. Specifically, in support of the Application, Applicant submits the following documents:

1. Completed Application Form;
2. Application Fee;
3. Written Decision Criteria Analysis;
4. Campaign Disclosure Statement Form;
5. Legal Description;
6. Letter of Intent;
7. Traffic Impact Study;
8. Proof of Stormwater Concept Meeting;
9. Property Survey;
10. Site Plan with Development Statistics Chart;
11. Building and Site Elevations; and
12. Sign Package.

Applicant welcomes the opportunity to meet with the City of Roswell Community Development Department staff to answer any questions or to address any concerns relating to this proposed Application. Applicant respectfully requests your favorable consideration of this Application¹

¹ Applicant notifies the City of Roswell of its constitutional concerns with respect to its Application. If the Roswell City Council (the “**City Council**”) denies the Application in whole or in part, then the Property

Sincerely,

Dakota Carruthers

Dakota Carruthers
 Entitlements Manager

DC/dc

cc: Brian Moura
 Ellen W. Smith

does not have a reasonable economic use under the UDO. Moreover, the Application meets the test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See *Guhl vs. Holcomb Bridge Road*, 238 Ga. 322 (1977). If the City Council denies the Application in whole or in part, such an action will deprive Applicant of the ability to use the Property in accordance with its highest and best use. Similarly, if the City Council issues a CUP different from that requested or rezones the Property to some classification other than CC without Applicant's consent, or if the City Council or limits its approval by attaching conditions to such approval affecting the Property or the use thereof without Applicant's consent, then such approval would deprive Applicant of any reasonable use and development of the Property. Any such action is unconstitutional and will result in a taking of property rights in violation of the just compensation clause of the Constitution of the State of Georgia (see Ga. Const. 1983, Art. I, § 3, para. 1(a)), and the just compensation clause of the Fifth Amendment to the United States Constitution (see U.S. Const. Amend. 5). To the extent that the UDO allows such an action by the Council, the Zoning Ordinance is unconstitutional. Any such denial or conditional approval would discriminate between Applicant and owners of similarly situated property in an arbitrary, capricious, unreasonable and unconstitutional manner in violation of Article I, Section I, Paragraph 2 of the Georgia Constitution and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. Also, a failure to grant the Application or a conditional approval of the Application (with conditions not expressly approved by Applicant) would constitute a gross abuse of discretion and would constitute an unconstitutional violation of Applicant's rights to substantive and procedural due process as guaranteed by the Georgia Constitution (see Ga. Const. 1983, Art. I, § 1, para. 1) and the Fifth and Fourteenth Amendments of the United States Constitution (see U.S. Const. Amend. 5 and 14). Applicant further challenges the constitutionality and enforceability of the UDO, in whole and in relevant part, for lack of objective standards, guidelines or criteria limiting the City Council's discretion in considering or deciding applications for rezonings. Nevertheless, Applicant remains optimistic that City Council's consideration of the Application will be conducted in a constitutional manner.



Dakota Carruthers

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Atlanta, GA
 Charleston, SC
 Charlotte, NC
 Columbia, SC
 Greenville, SC
 Raleigh, NC
 Spartanburg, SC
 Washington, DC

November 26, 2025

Via E-mail [jpeyton@roswellgov.com]

Jeannie Peyton, Planning & Zoning Director
 City of Roswell
 38 Hill Street, Suite G-30
 Roswell, GA 30075

Re: Letter of Intent regarding Variance Application, concurrent with Conditional Use Permit Application (“**Application**”) by QuikTrip Corporation (“**Applicant**”) for a convenience store with fuel pumps at 1050 Holcomb Bridge Road, Roswell, Georgia 30076, Tax Parcel Number 12 229005380589 (the “**Property**”)

Variance Application - Supplement to Conditional Use

Ladies and Gentlemen:

This law firm has the pleasure of representing Applicant with respect to a proposed Application to operate a convenience store with fuel pumps as a conditional use on the Property.

The Property is approximately 3.102-acres located on the northern side of Holcomb Bridge Road and west of Dogwood Road, and is owned by ARCP RL Portfolio VIII LLC (“**Owner**”). Applicant submitted Application for a conditional use permit on October 8, 2025. Upon review of the application, a Variance request was found to be required to run concurrently with the Conditional Use Permit.

The Property has a lot width at the frontage of 508 feet. Section 4.3.9 of the City of Roswell Unified Development Code (“**UDC**”) requires a build to zone minimum lot width percentage of 60%. The width of the building would need to be 300 feet to meet this requirement. The site plan, as made part of this Application, shows a building width of 170 feet, including covered accessory structures. The primary structure is within 15 feet of the front yard property line, running horizontally, meeting the aesthetic goals of the code section. Currently, the Property is legally non-conforming to the current UDC standards in a number of ways. In all other aspects, the Application, if approved, will ensure the Property is redeveloped in compliance with current UDC standards and will provide reinvestment in to the Holcomb Bridge Road corridor in a manner consistent with the Comprehensive Plan and Downtown Development Overlay District.

City of Roswell

November 26, 2025

Page 2

Applicant intends to seek approval of the conditional use and variance to allow redevelopment of the Property as a QuikTrip-branded store to include approximately 6,445 square feet of store space with 8 fuel pumps under a single canopy. This redevelopment will provide a convenient, neighborhood- serving retail use that will activate the vacant Property, improving the visual aesthetic and bringing the Property into compliance with current City of Roswell Unified Development Code (“UDC”) standards.

Applicant welcomes the opportunity to meet with the City of Roswell Community Development Department staff to answer any questions or to address any concerns relating to this proposed Application. Applicant respectfully requests your favorable consideration of this Application.

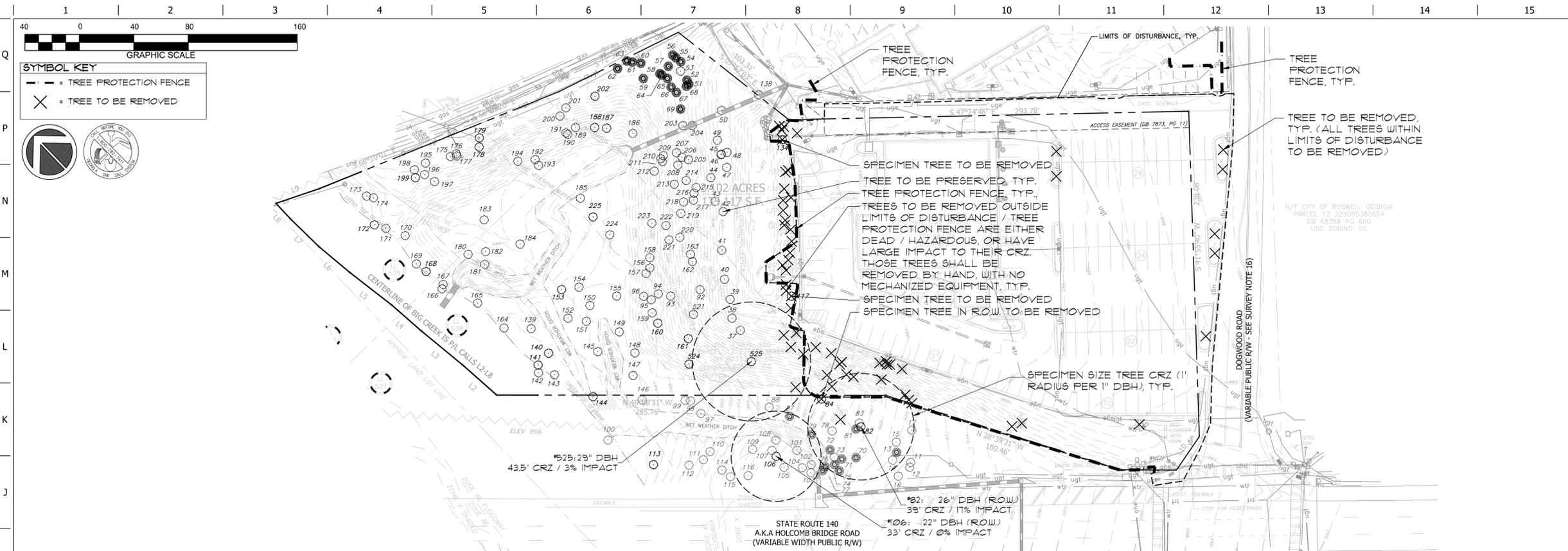
Sincerely,

Dakota Carruthers

Dakota Carruthers
Entitlements Manager

DC/dc

cc: Angela Rambeau
Ellen W. Smith



SYMBOL KEY
 --- TREE PROTECTION FENCE
 X TREE TO BE REMOVED



EXISTING TREES TO BE PRESERVED					SPECIMEN?					SPECIMENS TO BE REMOVED				
#	SIZE	UNIT	TYPE	NOTES	#	SIZE	UNIT	TYPE	NOTES	#	SIZE	UNIT	TYPE	NOTES
37	9	3.3	HARDWOOD		148	13	4.5	HARDWOOD		193	10	3.6	HARDWOOD	
38	6	2.4	HARDWOOD		149	9	3.3	HARDWOOD		194	10	3.6	HARDWOOD	
39	7	2.7	HARDWOOD		150	10	3.6	HARDWOOD		195	10	3.6	PINE	
40	6	2.4	HARDWOOD		151	8	3	HARDWOOD		196	10	3.6	HARDWOOD	
41	6	2.4	HARDWOOD		152	9	3.3	HARDWOOD		197	8	3	HARDWOOD	
42	6	2.4	HARDWOOD		153	16	6.9	BIRCH, RIVER	fair; No significant problems identified. asymmetric structure.	198	12	4.2	HARDWOOD	
43	11	3.9	HARDWOOD		154	26	6.9	TULIPTREE	poor; Cavity at base, hard lean, canopy dieback. asymmetric structure.	199	26	6.9	TULIPTREE	good; No significant problems identified. single structure
44	11	3.9	HARDWOOD		155	6	2.4	HARDWOOD		200	8	3	PINE	
45	6	2.4	HARDWOOD		156	12	4.2	HARDWOOD		201	10	3.6	HARDWOOD	
46	6	2.4	HARDWOOD		157	12	4.2	HARDWOOD		202	21	6.15	OAK, WATER	fair; No significant problems identified. single structure
47	6	2.4	HARDWOOD		158	8	3	HARDWOOD		203	11	3.9	HARDWOOD	
48	6	2.4	HARDWOOD		159	13	4.5	HARDWOOD		204	10	3.6	PINE	
49	6	2.4	HARDWOOD		160	20	6	TULIPTREE	good; No significant problems identified. single structure	205	9	3.3	PINE	
50	11	3.9	HARDWOOD		161	22	6.3	SYCAMORE	poor; Canopy dieback. single structure.	206	9	3.3	HARDWOOD	
51	14	4.8	PINE		162	20	6	SYCAMORE		207	7	2.7	PINE	
52	6	2.4	PINE		163	12	4.2	PINE		208	6	2.4	PINE	
53	7	2.7	HARDWOOD		164	32	7.8	OAK, WATER	poor; Hollow when sounded with mallet. single structure	209	6	2.4	HARDWOOD	
54	8	3	PINE		165	14	4.8	HARDWOOD		210	13	4.5	HARDWOOD	
55	13	4.5	PINE		166	9	3.3	HARDWOOD		211	6	2.4	HARDWOOD	
56	14	4.8	PINE		167	21	6.15	OAK, WATER	poor; Defect on trunk (photo 1), poor form. asymmetric structure.	212	12	4.2	PINE	
57	8	3	PINE		168	25	6.75	TULIPTREE	fair; No significant problems identified. asymmetric structure.	213	12	4.2	PINE	
58	13	4.5	PINE		169	12	4.2	HARDWOOD		214	8	3	HARDWOOD	
59	9	3.3	PINE		170	12	4.2	HARDWOOD		215	7	2.7	PINE	
60	9	3.3	PINE		171	6	2.4	HARDWOOD		216	11	3.9	HARDWOOD	
61	10	3.6	PINE		172	38	8.7	TULIPTREE	fair; No significant problems identified. asymmetric structure.	217	8	3	PINE	
62	8	3	PINE		173	9	3.3	HARDWOOD		218	11	3.9	PINE	
63	10	3.6	PINE		174	8	3	HARDWOOD		219	11	3.9	HARDWOOD	
64	13	4.5	PINE		175	8	3	HARDWOOD		220	10	3.6	HARDWOOD	
65	8	3	PINE		176	7	2.7	HARDWOOD		221	8	3	HARDWOOD	
66	6	2.4	PINE		177	6	2.4	HARDWOOD		222	11	3.9	HARDWOOD	
67	11	3.9	PINE		178	29	7.35	OAK, WATER	good; No significant problems identified. single structure	223	12	4.2	HARDWOOD	
68	13	4.5	PINE		179	20	6	OAK, WATER	fair; overhead utility pruning. asymmetric structure.	224	6	2.4	HARDWOOD	
69	6	2.4	PINE		180	6	2.4	HARDWOOD		225	24	6.6	OAK, SCARLET	fair; No significant problems identified. asymmetric structure
85	10	3.6	HARDWOOD		181	6	2.4	HARDWOOD		521	23	6.45	TULIPTREE	fair; Bark inclusion. multiple trunks.
86	10	3.6	HARDWOOD		182	6	2.4	HARDWOOD		524	20	6	TULIPTREE	fair; No significant problems identified. single structure
92	6	2.4	HARDWOOD		183	7	2.7	HARDWOOD		525	29	7.35	TULIPTREE	good; No significant problems identified. single structure
93	11	3.9	HARDWOOD		184	8	3	HARDWOOD		502.00			UNITS	
94	12	4.2	HARDWOOD		185	6	2.4	HARDWOOD						
95	8	3	HARDWOOD		186	12	4.2	HARDWOOD						
96	12	4.2	HARDWOOD		187	22	6.3	TULIPTREE	fair; No significant problems identified. asymmetric structure.					
138	16	5.3	PINE, VIRGINIA	fair. asymmetric structure.	188	26	6.9	TULIPTREE	fair; No significant problems identified. asymmetric structure.					
139	14	4.8	HARDWOOD		189	9	3.3	PINE						
140	31	7.65	OAK, WATER	fair; No significant problems identified. asymmetric structure.	190	9	3.3	PINE						
141	23	6.45	OAK, WATER	fair; No significant problems identified. asymmetric structure.	191	6	2.4	PINE						
142	6	2.4	HARDWOOD		192	12	4.2	HARDWOOD						
143	12	4.2	HARDWOOD											
145	6	2.4	HARDWOOD											
147	7	2.7	HARDWOOD											

SEE SHEET TP-1 FOR EXISTING CONDITIONS & TREE PROTECTION
 SEE SHEET TP-2 FOR TREE REPLACEMENT INFORMATION
 SEE SHEET TP-3 FOR ALL NOTES AND CALCULATIONS / INSTALLATION DETAILS, ETC.
 ALL SHEETS IN THIS SET ARE REQUIRED FOR ALL STAGES OF CONSTRUCTION. CONTRACTOR SHALL REFERENCE AND COMPLY WITH ALL SHEETS, ENSURING ALL REQUIREMENTS / CONDITIONS ARE MET. CONTACT LANDSCAPE ARCHITECT WITH ANY QUESTIONS OR DISCREPANCIES

CAUTION
 THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

24 HOUR CONTACT:
 BRIAN MOURA
 706-266-2540

GEORGIA REGISTERED LANDSCAPE ARCHITECT
 No. 1001826
 RYAN P. HART

PROJECT NO.:

QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD
 ROSWELL, GEORGIA
 LAND LOTS 538 & 539 ~ 1ST DISTRICT ~ 2ND SECTION
 FULTON COUNTY, GEORGIA

QT

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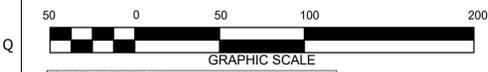
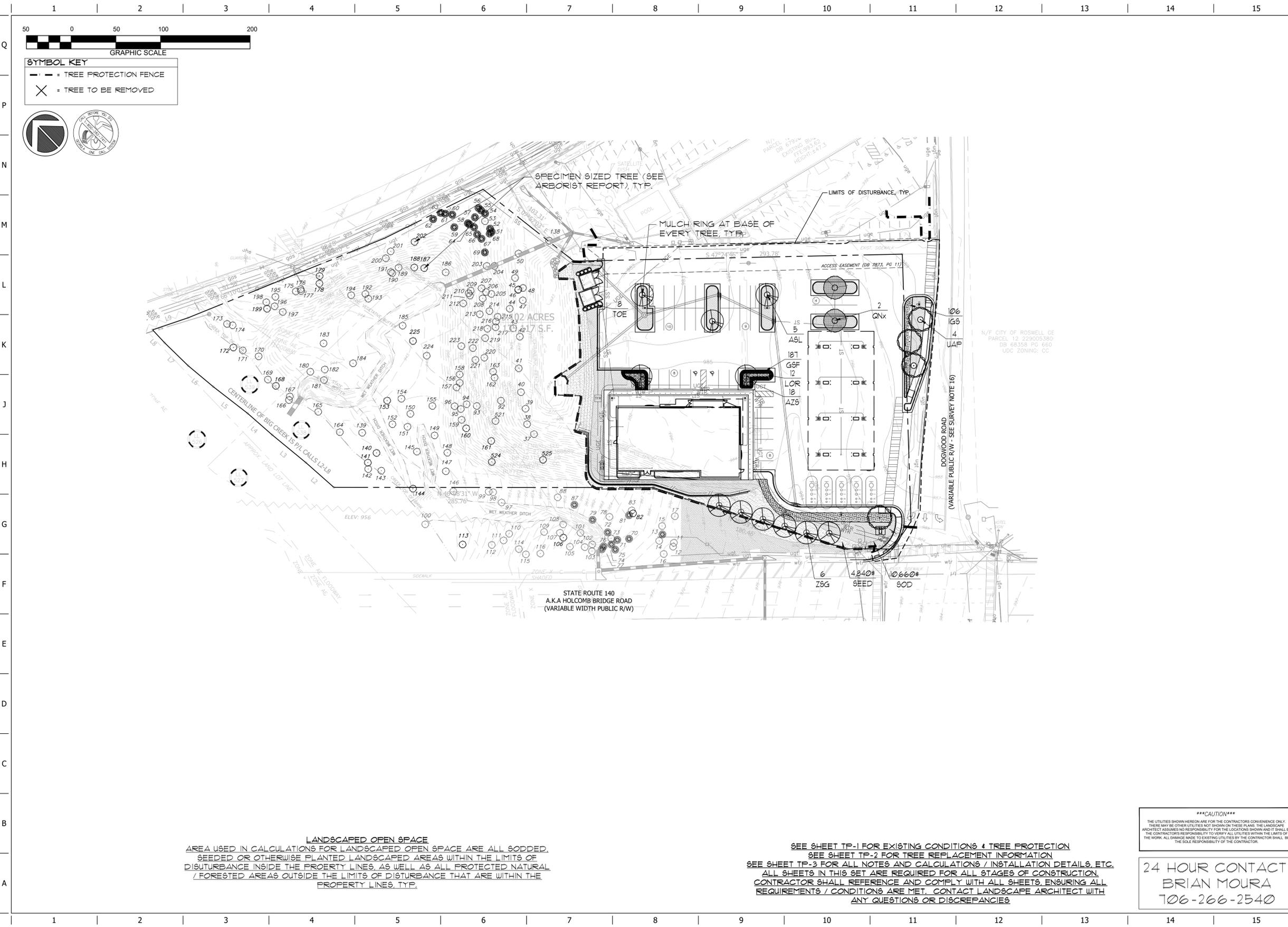
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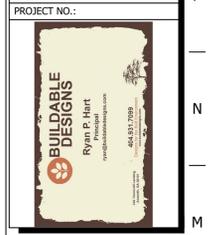
ORIGINAL ISSUE DATE: 11/24/2025

SHEET TITLE:
EXISTING CONDITIONS

SHEET NUMBER:
TP-1



SYMBOL KEY
 - - - TREE PROTECTION FENCE
 X TREE TO BE REMOVED



QuikTrip No. 1784
 1050 HOLCOMB BRIDGE ROAD
 ROSWELL, GEORGIA
 LAND LOTS 538 & 539 ~ 1ST DISTRICT ~ 2ND SECTION
 FULTON COUNTY, GEORGIA



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 DIVISION:
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 DESIGNED BY: RPH
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REV	DATE	DESCRIPTION

SHEET TITLE:
TREE REPLACEMENT

SHEET NUMBER:
TP-2

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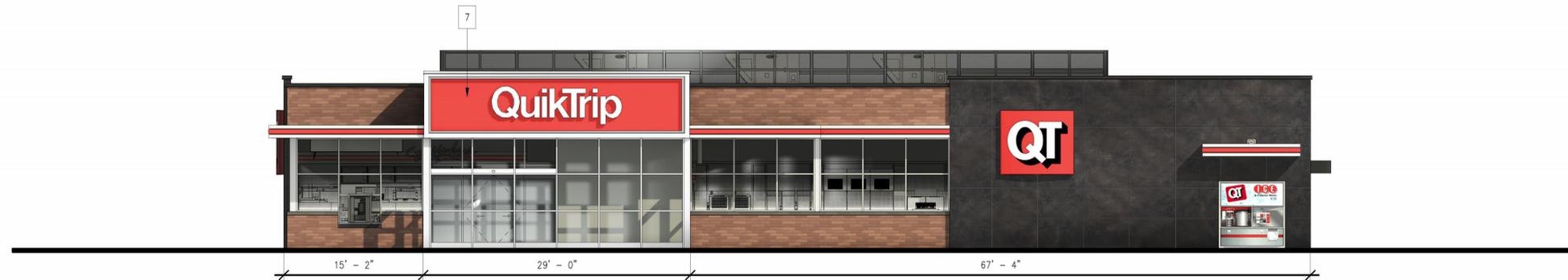
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15																																																																																																																													
CALCULATIONS ACRES 3.1 INCHES REQD PER ACRE 15.0 TOTAL INCHES REQUIRED 46.5 INCHES PRESERVED 502.0 INCHES REQUIRED 0.0 INCHES PLANTED 7.5 TOTAL INCHES 509.5 REQUIREMENT SATISFIED SPECIMEN RECOMPENSE SPECIMENS REMOVED 12.45 RECOMPENSE UNITS PLANTED (2 QTY 4" CAL) 1.8 BALANCE OF UNITS TO TREE BANK 10.65 4" CALIPER UNIT VALUE 0.9 UNITS REQUIRED AT 4" CALIPER 11.83333 VALUE PER 4" CAL. RECOMPENSE TREE \$500.00 TOTAL TO TREE BANK \$5,916.67		HOLCOMB BRIDGE LANDSCAPE STRIP LENGTH 270.9 LENGTH / 35LF 7.74 10 SHRUBS PER 35LF 10 SHRUBS REQUIRED 77 SHRUBS PROVIDED (MIN) 77 DOGWOOD ROAD LANDSCAPE STRIP LENGTH 100.8 LENGTH / 35LF 2.88 10 SHRUBS PER 35LF 10 SHRUBS REQUIRED 29 SHRUBS PROVIDED (MIN) 29 STREET TREES HOLCOMB BRIDGE ROAD LENGTH 270.9 1 TREE PER 40LF 40 TREES REQUIRED 6.7725 TREES PROVIDED (MIN) 7 STREET TREES DOGWOOD ROAD LENGTH 100.8 1 TREE PER 40LF 40 TREES REQUIRED 2.52 TREES PROVIDED (MIN) 3 LANDSCAPE / OPEN SPACE CALCULATIONS OVERALL SITE AREA (IN S.F.) 135,036 PRESERVED AREA (OUTSIDE LIMITS OF DIST.) 67,151 LANDSCAPED AREA (INSIDE LIMITS OF DIST.) 12,466 TOTAL LANDSCAPE / OPEN SPACE 79,617 % OF LANDSCAPE / OPEN SPACE 59%		CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION REPLACEMENT TREE PLANTLIST <table border="1"> <thead> <tr> <th>SYM</th><th>QTY</th><th>BOTANICAL NAME</th><th>COMMON NAME</th><th>UNIT VALUE</th><th>CAL.</th><th>MIN. HEIGHT</th><th>INCHES</th><th>GENUS</th><th>NOTES</th> </tr> </thead> <tbody> <tr> <td>ASL</td><td>5</td><td>ACER SACCHARUM 'LEGACY'</td><td>LEGACY SUGAR MAPLE</td><td>0.5</td><td>4</td><td>12-14" HT.</td><td>2.5</td><td>29.4%</td><td>FULL & WELL BRANCHED</td> </tr> <tr> <td>UAP</td><td>4</td><td>ULMUS AMERICANA 'PRINCETON'</td><td>PRINCETON ELM</td><td>0.5</td><td>4</td><td>12-14" HT.</td><td>2</td><td>23.5%</td><td>FULL & WELL BRANCHED</td> </tr> <tr> <td>ZSG</td><td>6</td><td>ZELKOVA SERRATA 'GREEN VASE'</td><td>GREEN VASE JAPANESE ZELKOVA</td><td>0.5</td><td>4</td><td>12-14" HT.</td><td>3</td><td>35.3%</td><td>FULL & WELL BRANCHED</td> </tr> <tr> <td colspan="10">15 TOTAL TREES PLANTED</td> </tr> </tbody> </table> SPECIMEN TREE RECOMPENSE PLANTLIST <table border="1"> <thead> <tr> <th>SYM</th><th>QTY</th><th>BOTANICAL NAME</th><th>COMMON NAME</th><th>CAL.</th><th>MIN. 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CITY OF ROSWELL NOTES: 1. Replacement Bond. 1. Prior to issuance of a Certificate of Occupancy, a performance bond or cash escrow must be paid guaranteeing all landscaping and screening materials and work for a period of 2 years after issuance of the Certificate of Occupancy. 12. The bond must be in the amount of 100% of the estimated cost of replacing all of the landscaping required by this UDC. 13. At the end of 2 years, the City Arborist must make an inspection and notify the owner and the bond company of any corrections to be made. 2. Maintenance of Landscaping 2.1. Responsibility: The property owner is responsible for maintaining all required landscaping and screening in good health and condition. Any dead, unhealthy, damaged or missing landscaping and screening must be replaced with landscaping and screening that conforms to this UDC within 90 days (or within 180 days where weather concerns would jeopardize the health of plant materials). 2.2. Soil Erosion: All planting areas must be stabilized from soil erosion immediately upon planting and must be maintained for the duration of the use. 2.3. Grass areas must be sodded prior to the issuance of a Certificate of Occupancy. If grass seed must be used, it must be a variety suitable to the area that produces complete coverage. 3. Pruning and Trimming 3.1. All required landscaping must be allowed to reach its required size and must be maintained at no less than required size. 3.2. To prevent long-term harm to the health of required landscaping, all pruning of shrubs and trees must be done in accordance with the International Society of Arboriculture Standards entitled "ANSI A300 Standards." 3.3. "Topping," defined as removal of more than one-third of the leaves and branches of a tree, as measured from the lowest branch on the trunk of the tree to the top of the tree, is prohibited, except where necessary to maintain public overhead utilities. 4. Additional Tree Protection Measures: The developer must take measures to ensure the health of protected trees during construction, including, but not limited to: 4.1. Water, fertilize and treat the trees for pests or disease as needed, in accordance with standards of the International Society of Arboriculture. 4.2. Where grading covers the trees with dust, hose them off. 4.3. Do not prune branches so that equipment or structures "fit" within the tree's protected zone. 4.4. Do not strip the topsoil or remove the natural leaf mulch or material from beneath a protected tree. 4.5. Trees should be felled away from, rather than into, trees save areas. 4.6. Provide adequate mulching and water for trees that will be retained. 5. Tree Damage: Any tree designated on a tree protection plan to be saved damaged during construction or as a result of construction, as determined by the City Arborist, must be treated according to accepted standards of the National Arborist Association or replaced with trees equal to the tree density unit value of the tree removed or damaged. However, any specimen tree damaged or removed must be replaced with trees equal to 2 times the tree density unit value of the tree removed or damaged. Where a damaged specimen tree must be removed, the area occupied by its drip line must remain in a pervious state. A replacement plan must be approved by the City Arborist. 6. Tree Maintenance 6.1. To prevent long-term harm to the health of trees or their structure, all pruning of trees within the City of Roswell must be done in accordance with ANSI A300 Tree, Shrub, and Other Woody Plant Management Standard Practices (Pruning). 6.2. On a single lot that contains, or is zoned and platted for purposes of constructing a detached or attached house, this paragraph applies only to specimen trees. 6.3. "Topping," defined as removal of more than one-third of the leaves and branches of a tree, as measured from the lowest branch on the trunk of the tree to the top of the tree, is prohibited. 6.4. The applicant must post a maintenance bond in the form of cash or an irrevocable letter of credit covering a period of two years. If the applicant does not continue to comply with this section and the conditions of the permit after issuance, the City may call the bond or any part of the bond to be forfeited and use the proceeds to hire a contractor to bring the site into compliance.		CONTRACTOR TO VERIFY TREE TYPE, LOCATION, SIZE, HEIGHT, AND SPREAD WITH QT REPRESENTATIVE PRIOR TO INSTALLATION TYP. TRIANGULAR PLANT SPACING 		SHRUB PLANTING ON GRADE 		SHRUB / GROUND COVER BED ON GRADE 		ACTIVE TREE PROTECTION (15x DBH) 		TREE PLANTING ON GRADE 																																																																																																																																	
GENERAL PLANTING & LANDSCAPING NOTES: 1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE. 2. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST. 3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED. 4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION. 5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS. 6. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED TO A DEPTH OF 4" (UNLESS OTHERWISE NOTED). 7. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE AFFURTEANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION. 8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. 9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS AND LAWN UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER. 10. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD. 11. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION (AT CLIENT'S REQUEST). 12. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION. 13. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED BY THE CONTRACTOR WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS. 14. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL. 15. ALL SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING BEDS (IF SHOWN) ARE TO BE COMPLETELY COVERED WITH MULCH TO A MINIMUM DEPTH OF FOUR INCHES. 16. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THESE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES WITHIN AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PROCESS. 17. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS. 18. DURING THE MARKING SEASON ALL PLANTS SHALL REMAIN IN A HEALTHY, VITAL CONDITION THROUGHOUT THE CONSTRUCTION PERIOD. 19. ALL PLANT MATERIAL QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN (IN NO CONDITION SHALL THERE BE LESS PLANTS INSTALLED THAN ARE SHOWN ON THE PLANS / PLANTLIST). 20. ALL DISTURBED AREAS ARE TO RECEIVE 4" OF TOP SOIL, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS EXCLUDING ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS. 21. REFER TO SPECIFICATIONS (IF PROVIDED) FOR ALL INFORMATION NEEDED FOR IMPLEMENTATION OF PLANTING PLANS. 22. A MINIMUM SEPARATION OF 36" SHALL BE MAINTAINED BETWEEN LANDSCAPING AND FIRE HYDRANTS UNLESS OTHERWISE SPECIFIED BY LOCAL CODE. 23. ON ALL PLANT LISTS, THE CONTAINER / CALIPER SIZE / HEIGHT ARE THE MINIMUM ALLOWED. IF THE GALLON SIZE OR CALIPER SIZE SPECIFIED DOESN'T MEET THE MINIMUM INSTALLED HEIGHT, THEN THE CONTAINER SIZE / CALIPER SIZE SHALL BE INCREASED TO THE NEXT SIZE UP. IN NO CASE SHALL THE MINIMUM HEIGHT BE LESS THAN WHAT IS SPECIFIED. 24. THE MINIMUM HEIGHT CALLED FOR IN THE PLANT LIST IS TO BE THE AVERAGE MINIMUM HEIGHT OF AT LEAST 60% OF THE PLANT (IE: ONE LONE LEADER ON A SHRUB THAT MEETS THE HEIGHT DOES NOT QUALIFY IF A MAJORITY OF THE ADJACENT LEADERS DON'T MEET THE REQUIREMENT). 25. ALL AREAS SHOWN AS GRASS (WHETHER SOD OR SEED) SHALL BE PLANTED AS SHOWN, WITH AT LEAST THE AMOUNT SPECIFIED ON THE PLANTLIST / PLAN. IF CONTRACTOR ISN'T ABLE TO DETERMINE SOD / SEED AREAS BASED ON THE HATCH SHOWN ON THE PLANS, THEY SHALL CONTACT THE LANDSCAPE ARCHITECT. 26. ALL PLANTS TO BE 'GRADE-A' OR EQUIVALENT QUALITY. NO PLANTS TO BE INSTALLED THAT DON'T MEET THE HEIGHT AND CONTAINER / CALIPER SIZE. NO PLANTS TO BE INSTALLED THAT DO NOT HAVE RELATIVELY SYMMETRICAL BRANCHING (IE: PLANTS WITH ONLY ONE SIDE IN GOOD CONDITION). NO SPINDLY PLANTS BEST AVAILABLE UNLESS OTHERWISE SPECIFIED BY LOCAL CODE. *NOTE: ALL NEWLY PLANTED TREES, SHRUBS AND GROUNDCOVER SHALL BE WATERED BY HAND OR AN AUTOMATIC IRRIGATION SYSTEM (ALL PLANTS SHALL BE HAND WATERED PRIOR TO INSTALLATION). *NOTE: ALL DISTURBED AREAS ARE TO BE PLANTED, SODDED, SEEDDED, MULCHED OR OTHERWISE LANDSCAPED. SOD AND SEED CALCULATIONS SHOWN IN PLANTLIST ARE ONLY FOR AREAS DEPICTED TO BE COVERED WITH SOD OR SEED. ANY ADDITIONAL AREAS THAT ARE BARE AFTER CONSTRUCTION SHALL BE COVERED WITH SOD, SEED OR MULCH (TO BE CALCULATED BY CONTRACTOR SEPARATELY). *NOTE: TREE SAVE FENCE FOR THE ENTIRE SITE MUST BE INSTALLED, INSPECTED AND APPROVED PRIOR TO THE INSTALLATION OF EROSION CONTROL MEASURES. NO LAND DISTURBANCE OR DEMOLITION IS ALLOWED BEFORE TREE SAVE FENCING HAS BEEN INSPECTED AND APPROVED BY THE CITY / COUNTY OF JURISDICTION.		SPACING: PLANTS ARE TO BE SPACED AS SHOWN ON THE PLANS *NOTE: ALL DISTURBED AREAS ARE TO BE PLANTED, SODDED, SEEDDED, MULCHED OR OTHERWISE LANDSCAPED. ANY ADDITIONAL AREAS THAT ARE BARE AFTER CONSTRUCTION SHALL BE COVERED WITH SEED OR MULCH (TO BE CALCULATED BY CONTRACTOR SEPARATELY). *WATERING NOTE: ALL PLANTS SHALL BE HAND-WATERED UNTIL ACCEPTED BY OWNER OR VIA IRRIGATION SYSTEM IF INSTALLED 4 OPERATIONAL PRIOR TO PLANTS BEING INSTALLED. *NOTE: IF IRRIGATION SYSTEM IS TO BE INSTALLED, ALL IRRIGATION METERS MUST HAVE RAIN SENSORS PER STATE LAW CONTRACTOR TO DETERMINE SOD / SEED / MULCH REQUIRED TO COVER ALL DISTURBED AREAS, TYP. *NOTE: ALL NEWLY PLANTED TREES, SHRUBS AND GROUNDCOVER SHALL BE HAND WATERED UNTIL ACCEPTED BY OWNER. *NOTE: CONTRACTOR TO PLACE ALL TREES / SHRUBS IN EXACT LOCATIONS SHOWN. DO NOT MOVE / SHIFT / RELOCATE ANY PLANTS WITHOUT CONTACTING LANDSCAPE ARCHITECT FIRST, AS THERE MAY BE UNDERGROUND UTILITIES, EMBEFTMENTS, ETC THAT ARE NOT EASILY VISIBLE IN THE FIELD.		PLANTING SOIL MIX 1/3 NATIVE SOIL (CLAY, NO CLODS OVER 1" DIAMETER) 1/3 TOPSOIL (DARK, ORGANIC, SANDY CLAY LOAM) 1/3 COMPOSTED FINE BARK OR PEAT MOSS HARDWOOD MULCH ALL MULCH SHALL BE DARK WALNUT BROWN HARDWOOD MULCH (DYED). NO GRAVEL OR ROCK PERMITTED. MULCH TO BE INSTALLED WHEN THERE IS AT LEAST 2-3 DAYS WITHOUT RAIN, TO REDUCE THE CHANCES OF DISCOLORATION / WASHING AWAY OF THE DYE. MULCH TO BE 4" DEEP IN ALL AREAS AFTER SETTLING, UNLESS OTHERWISE NOTED.		24 HOUR CONTACT: BRIAN MOURA 706-266-2540																																																																																																																																					
SEE SHEET TP-1 FOR EXISTING CONDITIONS & TREE PROTECTION SEE SHEET TP-2 FOR TREE REPLACEMENT INFORMATION SEE SHEET TP-3 FOR ALL NOTES AND CALCULATIONS / INSTALLATION DETAILS, ETC. ALL SHEETS IN THIS SET ARE REQUIRED FOR ALL STAGES OF CONSTRUCTION. CONTRACTOR SHALL REFERENCE AND COMPLY WITH ALL SHEETS, ENSURING ALL REQUIREMENTS / CONDITIONS ARE MET. CONTACT LANDSCAPE ARCHITECT WITH ANY QUESTIONS OR DISCREPANCIES		QUICKTRIP No. 1784 1050 HOLCOMB BRIDGE ROAD ROSWELL, GEORGIA LAND LOTS 538 & 539 ~ 1ST DISTRICT ~ 2ND SECTION FULTON COUNTY, GEORGIA		PROTOTYPE: P-122 (5/15/25) DIVISION: VERSION: 001 DESIGNED BY: RPH DRAWN BY: RPH REVIEWED BY: RPH		TP-3																																																																																																																																					

G:\LALaplans\25-125-119 QT 1784 Holcomb Bridge Roswell\LaTP.dwg

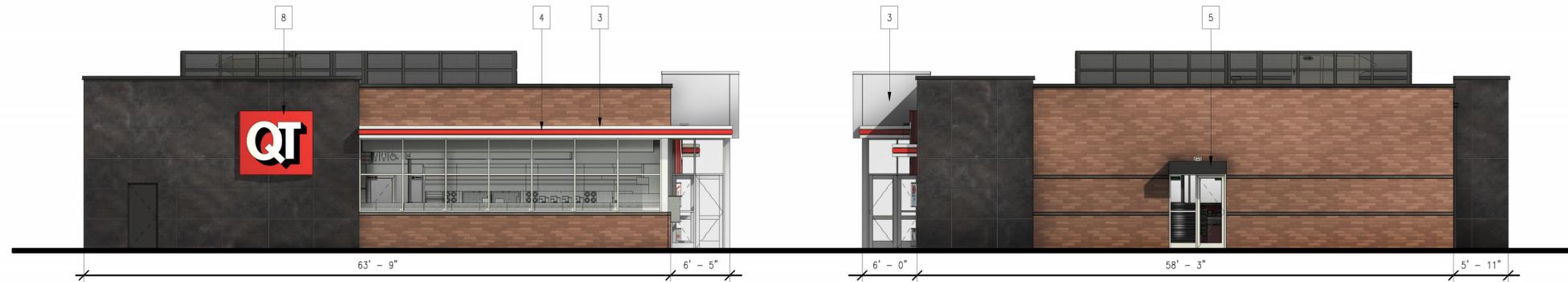
Attachment: ZUSE-1025-000001_Tree Plans 11/24/25 (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuickTrip Conditional Use with Concurrent Variance)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

K
J
H
G
F
E
D
C
B
A



FRONT ELEVATION 1/8" : 1'-0"



LEFT ELEVATION 1/8" : 1'-0"

RIGHT ELEVATION 1/8" : 1'-0"



REAR ELEVATION 1/8" : 1'-0"



QuikTrip

1000 S. STATE ST. SUITE 1000 - HOUSTON, TEXAS 77059
P.O. BOX 3078 - HOUSTON, TEXAS 77255
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PROTOTYPE	
ISSUE DATE	02/04/25
DRAWN BY	JTC
PHASE	

DOCUMENT TYPE	
SCHEMATIC	

STORE TYPE	
G4	
SUB TYPE	

BUILDING ELEVATIONS

SHEET TITLE:
BUILDING ELEVATIONS

SHEET NUMBER:
BE001

#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOLDBOND	FASCIA
4	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
5	QT BROWN	LANE	METAL/PAINT
6	BLACK	ALL COURT FABRICS	POLYPRO MESH
7	CL-60R	ALLEN INDUSTRIES	SIGNAGE
8	IDB-56	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
9	OSSIDO NERO	CROSSVILLE	EXTERIOR TILE

Attachment: ZUSE-1025-000001_Elevations 022425 (ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance)



Store 1784
07-1784-PE08

Roswell, GA
Date: 09.23.25 By:JK



Attachment: ZUSE-1025-000001_Renderings 092325 [ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance]



Store 1784
07-1784-PE01

Roswell, GA
Date: 09.23.25 By:JK



Store 1784
07-1784-PE09

Roswell, GA
Date: 09.23.25 By:JK

General Applicability

1. These conditions apply to the entire fueling facility, including all underground storage tanks (USTs), dispensers, piping, fueling forecourt, delivery areas, stormwater facilities, monitoring systems, and appurtenances.
2. Where a condition requires submittals to or approvals from the City, no land-disturbance permit or certificate of occupancy for fueling operations shall be issued until the applicable submittals are approved.

Minimum Conditions

3. Full compliance with federal and state underground storage tank (UST) standards, including design, construction, installation, secondary containment, interstitial monitoring, spill and overfill prevention, corrosion protection, and periodic testing, as applicable.
4. Provide compliant spill and overfill controls at all tank fill points, including spill buckets, overfill shutoff or alarms, drop tubes, and vapor-recovery where applicable.
5. Equip all dispensers with liquid-tight containment pans and leak sensors tied to automatic dispenser shutoff upon alarm.
6. Submit and implement a City-approved post-development stormwater management plan that separates clean runoff from fueling-area runoff; prevents non-stormwater discharges; provides structural controls; and includes long-term operations and maintenance. Execute a stormwater facility maintenance agreement.
7. Demonstrate compliance with all applicable municipal separate storm sewer system (MS4) requirements, including illicit discharge prevention, good-housekeeping practices, and required inspections and reporting.
8. Demonstrate compliance with local floodplain provisions, including elevation or flood-proofing of vulnerable systems in flood hazard areas, and measures to prevent discharge of pollutants during flood events.

Enhanced Conditions

9. Triple-redundant UST protection: in addition to double-wall tanks and interstitial monitoring, provide an internal tank liner or equivalent tertiary containment, with continuous vacuum or pressure interstice monitoring and alarmed automatic shutdown logic.
10. Oversized, liquid-tight tank and dispenser sumps with hydrocarbon sensors networked to a station-wide alarm; alarms shall trigger automatic pump shutdown and alert site management.
11. Construct the fueling pad with positive containment (inward slope to a collection point and perimeter curbing) so that precipitation and spills on fueling surfaces are captured and do not enter the municipal storm system or the river.
12. Provide a dedicated fuel-delivery containment zone with integral hose-connection containment, hydrocarbon sensors, and hard plumbing to the on-site treatment/holding system.

13. Permanently segregate the drainage network into a clean-runoff system (roofs/landscape) and a fuel-risk system (forecourt/tank field/delivery). The fuel-risk system shall not discharge directly to the municipal storm system or the river.
14. Install an industrial-grade multi-stage treatment train for the fuel-risk drainage, consisting of sedimentation, coalescing plates, hydrophobic absorbent media, automatic hydrocarbon shutoff, and carbon polishing, followed by monitored holding prior to any controlled release.
15. Provide an underground retention/holding vault sized for at least a 25-year storm over the fueling area plus a credible worst-case spill, with remotely operable isolation valves to detain all fuel-risk stormwater on-site until sampled and cleared.
16. Implement a zero-discharge policy during any alarm/spill for fuel-risk drainage; isolate and hold all water until analytical clearance confirms suitability for discharge.
17. Install perimeter groundwater monitoring wells between the fueling area and the river, plus two riverbank early-warning sampling points; monitor quarterly and after any alarm or spill.
18. Provide a minimum 100-foot vegetated buffer between fueling surfaces and the river and install a subsurface activated-carbon trench parallel to the riverbank within the site boundary.
19. Provide a SCADA-integrated automatic shutdown so that any confirmed leak/spill or sump sensor alarm triggers station-wide dispenser shutdown and management notification.
20. Maintain an enclosed on-site spill-response cache (booms, pads, overpack, portable berms) and a 24/7 emergency response contract capable of same-day pump-out and lawful disposal.
21. Submit an Annual Environmental Compliance Report to the City summarizing UST testing, stormwater inspection/maintenance, monitoring-well results, and any spill/alarm events and corrective actions. Maintain current operator training and financial responsibility documentation.

Plan Submittals and Approvals

22. Stamped engineering plans: prior to land-disturbance permits, submit signed/sealed civil, mechanical, electrical, and environmental plans showing storage, piping, containment, treatment train, monitoring wells, flood protection, and emergency controls. The plans shall demonstrate compliance with all conditions herein.
23. Operations and Maintenance Manual and Emergency Response Plan: submit a comprehensive O&M Manual (including alarm logic, valve isolation, testing schedules, media replacement intervals) and a site-specific Spill Response Plan. Both shall be approved by the City prior to any certificate of occupancy for fueling operations.

Enforcement

24. These conditions run with the land and bind successors and assigns. Non-compliance constitutes a violation of the conditional use approval and City code and may result in stop-work orders, suspension of the certificate of occupancy for fueling operations, civil penalties, and referral to state authorities, as applicable.

Decommissioning, Closure, and Site Restoration

25. Comprehensive UST System Closure Plan: prior to any temporary or permanent cessation of fueling operations, submit a Closure Plan stamped by a Georgia-licensed Professional Engineer covering tank removal or permanent closure procedures; soil and groundwater sampling; removal and lawful disposal of contaminated media; and demolition or rehabilitation of stormwater-treatment systems.
26. Mandatory Post-Closure Environmental Assessment: within 30 days of UST removal, perform a full soil and groundwater contamination assessment, including sampling of the monitoring-well network and riverbank early-warning points. Submit results to the City. Any exceedance of applicable standards requires corrective action and notification to appropriate authorities.
27. Post-Closure Monitoring: maintain monitoring wells and conduct quarterly groundwater sampling for a minimum of 24 months after closure or until four consecutive clean sampling events are documented, whichever is longer.
28. Restoration of River-Protection Features: remove, clean, or decommission treatment systems and restore the site so that residual pollutants do not migrate to the river.

Penalties and Cost Recovery for Drinking-Water Impacts

29. Penalties for causing interruption of municipal water supply: if a spill, leak, stormwater failure, or operational error at the facility causes or contributes to a shutdown of a municipal drinking-water intake or issuance of a Do Not Drink/Do Not Consume advisory, the owner shall be subject to (a) immediate suspension of fueling operations until remediation and City clearance, (b) civil penalties per City code, and (c) full reimbursement to the City for emergency response, water-supply interruption, alternative water supply, public notification, and testing costs. These local penalties are in addition to any state or federal enforcement.
30. Mandatory spill-liability insurance and financial assurance: maintain supplemental liability insurance specifically covering drinking-water contamination and emergency water-replacement costs, in an amount approved by the City Attorney.
31. Annual re-certification of financial responsibility: submit annual certification to the City that required financial assurance mechanisms and supplemental coverage remain in force.

III. Text Amendments

2. Consideration of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms (Initiation)

Approved per changes to the definition as shown below:

Computer or Data Processing

Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to crypto-currency mining, data mining, cloud computing and storage, and artificial intelligence.

RESULT:	APPROVED WITH CHANGE [UNANIMOUS]
MOVER:	Robert Mayer, Commissioner
SECONDER:	Jason Frazier, Commissioner
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

3. Consideration of a Text Amendment to the Unified Development Code, Article 9, Use Provisions, Section 9.6.6., Warehouse and Distribution (Initiation)

This item was administratively withdrawn at this time.

RESULT:	MOTION TO WITHDRAW [UNANIMOUS]
MOVER:	Kitty Singleton, Chair
SECONDER:	Robert Mayer, Commissioner
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

IV. 2026 Elections – Chair & Vice Chair

Commissioner Williams moved to re-elect Chair Singleton and Vice Chair Schumacher for 2026, seconded by Commissioner Mayer, passing unanimously.

V. 2026 Calendar

Chair Singleton moved to approve the 2026 Planning Commission meeting calendar with no meeting in December, seconded by Commissioner Williams, passing unanimously.

VI. Minutes

1. November 18, 2025 PC Meeting Minutes

RESULT:	APPROVED [4 TO 0]
MOVER:	Kitty Singleton, Chair
SECONDER:	Carol Williams, Commissioner
IN FAVOR:	Kitty Singleton, Eric Schumacher, Jason Frazier, Carol Williams
ABSTAIN:	Robert Mayer
ABSENT:	Pooja Gardner, Gurtej Narang

2. December 5, 2025 PC Special Called Meeting Minutes

RESULT:	DEFERRED [UNANIMOUS]
MOVER:	Carol Williams, Commissioner
SECONDER:	Kitty Singleton, Chair
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

VII. Adjournment

There being no further comments or discussion, the meeting was adjourned at 10:08 PM.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10244

MEETING DATE: March 9, 2026

DEPARTMENT: Community Development

ITEM TYPE: UDC Text Amendment

Approval of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms. (First Reading)

Item Summary:

This is the First Reading of a text amendment to the Unified Development Code (UDC) regarding Section 14.2. - Defined Terms.

The addition of language in the text amendment is proposed to add definitions for "Computer or Data Processing" and "Data and Digital Storage Center" to the UDC.

Committee or Staff Recommendation:

On February 17, 2026, the Planning Commission recommended approval with changes of this text amendment.

On January 13, 2026, the Committees of Council moved to initiate and move to the March 9, 2026 Mayor and Council agenda.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the First Reading of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms as recommended by the Planning Commission.

Presented by:

Jeannie Peyton, Planning and Zoning Director

STATE OF GEORGIA

First Reading: March 9, 2026

Second Reading: March 23, 2026

CITY OF ROSWELL

**ORDINANCE TO AMEND CHAPTER 14 OF THE UNIFIED DEVELOPMENT CODE
OF THE CITY OF ROSWELL REGARDING DEFINED TERMS**

WHEREAS, State law provides that the governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property and affairs; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the public health, safety and welfare that s; and

WHEREAS, the Mayor and Council wish to amend the Unified Development Code to provide for such uses and regulations:

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

1.

Chapter 14, Definitions of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 14.2, Defined Terms which shall read as follows:

Sec. 14.2. - Defined Terms

Computer or Data Processing. Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to cryptocurrency mining, data mining, cloud computing and storage, and artificial intelligence.

Severability. Should any court of competent jurisdiction declare any section or part of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

2.

Repeal of Conflicting Provisions. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

3.

Renumbering. It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Roswell, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

This Ordinance shall take effect and be in force from and after the day of its adoption, the public welfare demanding it.

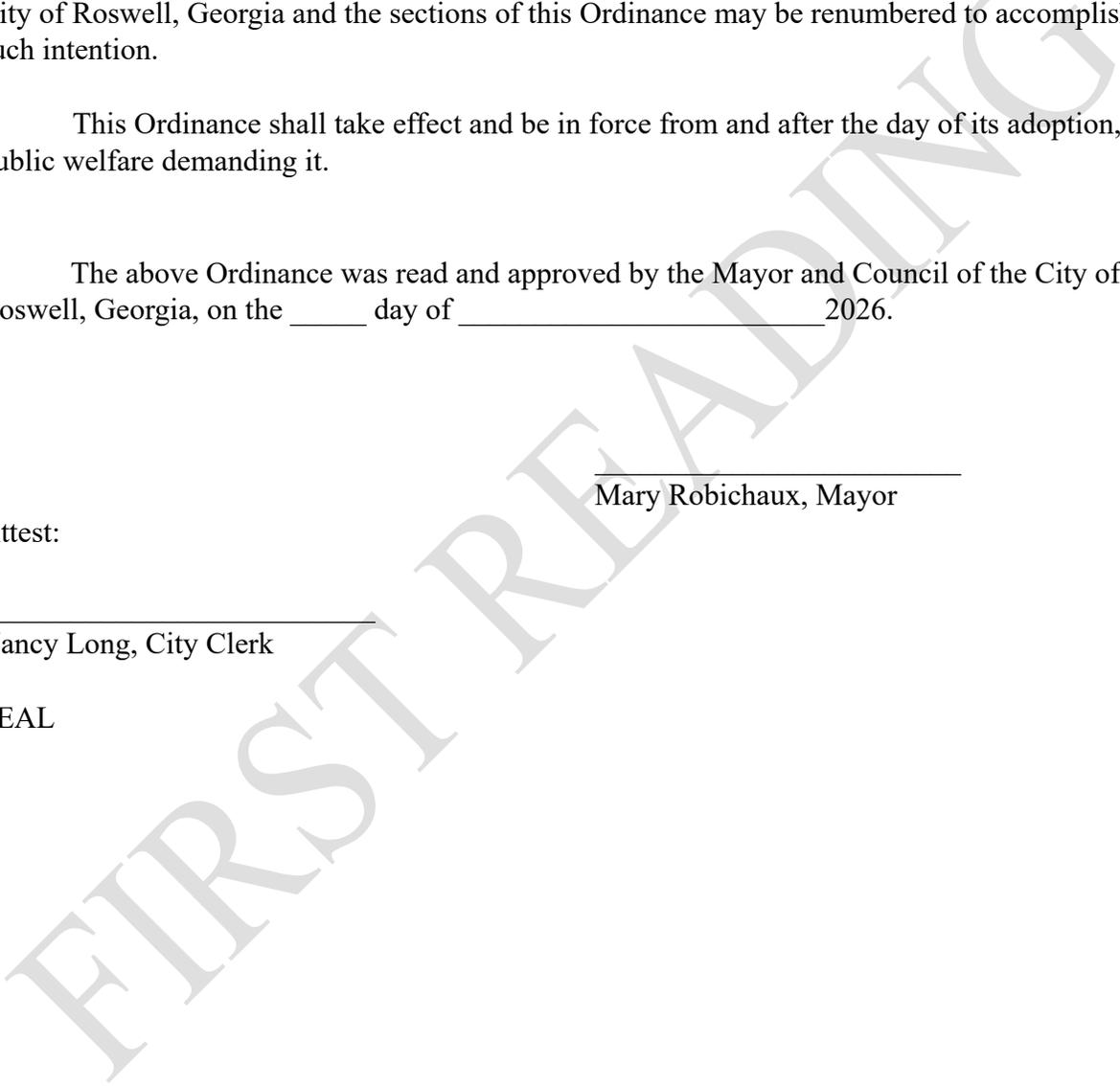
The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the ____ day of _____ 2026.

Mary Robichaux, Mayor

Attest:

Nancy Long, City Clerk

SEAL





To: Mayor and Council
From: Jeannie Peyton, Planning & Zoning Director
Date: February 26, 2026
Subject: Proposed Text Amendment to UDC 14.2 – Defined Terms

Enclosed please find the proposed amendment to the Unified Development Code, UDC, for ARTICLE 14. – DEFINITIONS, Sec. 14.2. – Defined Terms

On January 12, 2026, Mayor and City Council approved a Temporary Emergency Moratorium on the Establishment of New Data Centers in the City of Roswell.

This moratorium is issued for 90 days from the date of approval. During these 90 days, Staff is tasked with developing Use regulations for Data Centers. The pending text amendments related to the Use regulations will be brought before the Planning Commission for recommendation to Mayor and Council at a later time.

Currently, Staff is bringing a text amendment forward, for Planning Commission consideration and Mayor and Council approval, that serves to clarify current uses in the UDC that are related to Data Center Uses. The item for consideration is the addition of defined terms for Computer or Data Processing and for Data and Digital Storage Centers.

On February 17, 2026, Planning Commission considered the item and recommended an alternative definition for Computer or Data Processing and to discard the proposed definition for Data and Digital Storage Centers. They recommended that a definition for Data and Digital Storage Centers should be developed and proposed at the time that any Use regulations for Data Centers are brought forward. They suggested that, in the interim, the moratorium and the description of data center in Section 2 of the resolution (2026-01-01) may serve to define Data and Digital Storage Centers and that they would not recommend adding a defined term for a Use that is not currently in Article 9 - Use Provisions of the UDC.

Staff recommends approval of the proposed text amendment as recommended by the Planning Commission.

Please reference the attached item for UDC ARTICLE 14. – DEFINITIONS, Sec. 14.2. – Defined Terms, the addition of *Computer or Data Processing* and for *Data and Digital Storage Centers*.

STATE OF GEORGIA

First Reading:
Second Reading:

CITY OF ROSWELL

**ORDINANCE TO AMEND CHAPTER 14 OF THE UNIFIED DEVELOPMENT CODE
OF THE CITY OF ROSWELL REGARDING DEFINED TERMS**

WHEREAS, State law provides that the governing authority of each municipal corporation shall have legislative power to adopt clearly reasonable ordinances, resolutions, or regulations relating to its property and affairs; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the public health, safety and welfare that s; and

WHEREAS, the Mayor and Council wish to amend the Unified Development Code to provide for such uses and regulations:

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

1.

Chapter 14, Definitions of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 14.2, Defined Terms which shall read as follows: (additions, to be alphabetically inserted, shown in red) (PC recommendations, shown in blue)

Sec. 14.2. - Defined Terms

~~**Computer or Data Processing. Office Commercial Use. Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation.**~~ Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to crypto-currency mining, data mining, cloud computing and storage, and artificial intelligence.

~~**Data and Digital Storage Center. Light Industrial Use. A building or complex of buildings in which a substantial portion of the gross square footage is dedicated to the housing of computer or**~~

Attachment: Staff memo MCC_TA UDC 14.2 packet (Text Amendment to the UDC, Section 14.2 (1st Reading))

~~data equipment or systems which primarily engages in digital data operations, including but not limited to the storage, management, and/or transmission of digital data, and housing computer equipment, network equipment, systems, servers, appliances and other associated components related to such digital data operations.~~

Severability. Should any court of competent jurisdiction declare any section or part of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

2.

Repeal of Conflicting Provisions. All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

3.

Renumbering. It is the intention of the Mayor and Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances, City of Roswell, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

This Ordinance shall take effect and be in force from and after the day of its adoption, the public welfare demanding it.

The above Ordinance was read and approved by the Mayor and Council of the City of Roswell, Georgia, on the ____ day of _____ 2026.

Mary Robichaux, Mayor

Attest:

Nancy Long, City Clerk

SEAL

Attachment: Staff memo MCC_TA UDC 14.2 packet (Text Amendment to the UDC, Section 14.2 (1st Reading))



Planning Commission

Regular Meeting
<http://www.roswellgov.com/>
 ~Minutes~

Chair Kitty Singleton
Vice Chair Eric Schumacher
Commissioner Jason Frazier
Commissioner Pooja Gardner
Commissioner Robert Mayer
Commissioner Gurtej Narang
Commissioner Carol Williams

Tuesday, February 17, 2026

7:00 PM

City Hall - Council Chambers

**** Possible Quorum of Mayor and City Council ****

Welcome

I. Call to Order

The meeting was called to order at 7:00 PM by Chair Kitty Singleton.

Chair Kitty Singleton: Present, Vice Chair Eric Schumacher: Present, Commissioner Jason Frazier: Present, Commissioner Pooja Gardner: Absent, Commissioner Robert Mayer: Present, Commissioner Gurtej Narang: Absent, Commissioner Carol Williams: Present, Planner III Angela Rambeau: Present, Planning and Zoning Director Jeannie Peyton: Present, Director of Community Development Michelle Alexander: Present, Engineering Manager Osmany Ordóñez: Present, Engineering Plan Reviewer Sam Wood: Present, Assistant City Attorney Joe Cusack, present

II. Agenda Items

1. Consideration of ZUSE-1225-000003 - 1050 Holcomb Bridge Road - QuikTrip Conditional Use with Concurrent Variance

Approved per Staff Conditions which are as follows:

- 1. The land disturbance permit (LDP) may include minor modifications to the site plan to meet Transportation conditions of approval; and*
- 2. Meet all other conditions of approval by Building, Stormwater, Engineering, Fire, Tree and Planning and Zoning.*

In addition to Staff Conditions, the Planning Commission submitted a list of recommendations to be included.

RESULT:	APPROVED WITH CONDITIONS [4 TO 1]
MOVER:	Robert Mayer, Commissioner
SECONDER:	Jason Frazier, Commissioner
IN FAVOR:	Kitty Singleton, Jason Frazier, Robert Mayer, Carol Williams
OPPOSED:	Eric Schumacher
ABSENT:	Pooja Gardner, Gurtej Narang

III. Text Amendments

2. Consideration of a Text Amendment to the Unified Development Code, Article 14, Definitions, Section 14.2., Defined Terms (Initiation)

Approved per changes to the definition as shown below:

Computer or Data Processing

Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation but shall not include any building, structure, or facility (or any portion or complex of the foregoing), in which any substantial floor area is devoted to operating data processing or computing equipment for commercial computer applications or services, such as developing, running, delivering, or transmitting computer applications or services, or for storing and managing the data associated with such services. By way of example, and not of limitation, such computer applications or services described herein may be related to crypto-currency mining, data mining, cloud computing and storage, and artificial intelligence.

RESULT:	APPROVED WITH CHANGE [UNANIMOUS]
MOVER:	Robert Mayer, Commissioner
SECONDER:	Jason Frazier, Commissioner
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

3. Consideration of a Text Amendment to the Unified Development Code, Article 9, Use Provisions, Section 9.6.6., Warehouse and Distribution (Initiation)

This item was administratively withdrawn at this time.

RESULT:	MOTION TO WITHDRAW [UNANIMOUS]
MOVER:	Kitty Singleton, Chair
SECONDER:	Robert Mayer, Commissioner
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

IV. 2026 Elections – Chair & Vice Chair

Commissioner Williams moved to re-elect Chair Singleton and Vice Chair Schumacher for 2026, seconded by Commissioner Mayer, passing unanimously.

V. 2026 Calendar

Chair Singleton moved to approve the 2026 Planning Commission meeting calendar with no meeting in December, seconded by Commissioner Williams, passing unanimously.

VI. Minutes

1. November 18, 2025 PC Meeting Minutes

RESULT:	APPROVED [4 TO 0]
MOVER:	Kitty Singleton, Chair
SECONDER:	Carol Williams, Commissioner
IN FAVOR:	Kitty Singleton, Eric Schumacher, Jason Frazier, Carol Williams
ABSTAIN:	Robert Mayer
ABSENT:	Pooja Gardner, Gurtej Narang

2. December 5, 2025 PC Special Called Meeting Minutes

RESULT:	DEFERRED [UNANIMOUS]
MOVER:	Carol Williams, Commissioner
SECONDER:	Kitty Singleton, Chair
IN FAVOR:	Singleton, Schumacher, Frazier, Mayer, Williams
ABSENT:	Pooja Gardner, Gurtej Narang

VII. Adjournment

There being no further comments or discussion, the meeting was adjourned at 10:08 PM.



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10331

MEETING DATE: March 9, 2026

DEPARTMENT: Recreation and Parks

ITEM TYPE: Resolution

Approval of a Resolution to update locations in the City of Roswell to designate paid or restricted parking areas and approve the staff-recommended Initial Implementation Plan.

Item Summary:

In 2019 Mayor and Council added Article 22.3 to the Roswell Code of Ordinances granting the Authority of Mayor and Council to establish and regulate designated areas of the City for paid on-street parking by any means, public or private that Mayor and Council deem appropriate and to provide for parking enforcement in the designated areas through civil fines for violation of any parking times established.

In 2025 Mayor and Council amended Article 22.3.7 and 22.3.8 of the Code of Ordinances to allow for charging and enforcement of parking in areas controlled by the City including off-street parking as designated by Council.

Through this Agenda Item, staff is proposing to designate additional locations as identified on Exhibit A for paid or restricted parking in the City of Roswell:

2025 locations

- 1) All of Canton Street between Magnolia Street and Norcross Street
- 2) All of Elizabeth Way between Canton Street and Alpharetta Hwy
- 3) All of East Alley between Canton Street and Norcross Street
- 4) East Alley Parking Lot
- 5) Old Mill Park Parking Lot

2026 updated additional locations

- 6) Green Street Parking Deck and Surface Lot
- 7) 1056 Green Street (Gravel Lot)
- 8) City Hall & Cultural Art Center Parking Lots
- 9) Hill Street between Atlanta Street and Forrest Street
- 10) Hillrose Parking Deck
- 11) Hillrose parking lots

Agenda Item (ID # 10331)

Initial Implementation Plan: In all cases the fees for parking are established by resolution and may be updated from time to time.

- 1) Green Street Deck: All customers pay for parking. Weekday (Monday-Friday 8am-4pm) will be no charge for parking from 8am-4pm. All other times, a parking fee will be charged.
- 2) On-Street Parking (Canton Street, Elizabeth Way, East Alley). Paid parking for all spaces.
- 3) Hillrose Parking Deck/On Street Parking/City Hall, CAC Parking Lots: All customers pay for parking as per the Development Agreement with the following allowances for the initial implementation.
 - 3.1) City Hall/ Cultural Arts Center Parking Lot: Weekday (Monday- Friday 8am-5pm) will be no charge for parking.
 - 3.2) After-hours customers who are attending City meetings will be validated for parking.
 - 3.3) City Employees park at no charge in the City Hall/Cultural Arts Center parking lot for all hours.

Financial Impact:

No fiscal impact to this item.

Recommended Motion:

Motion to approve the resolution to update locations in the City of Roswell to designate paid or restricted parking areas and approve the staff-recommended Initial Implementation Plan.

Presented by:

Jeff Leatherman, Deputy City Administrator

Resolution No. _____

STATE OF GEORGIA
COUNTY OF FULTON

March ____, 2025

**RESOLUTION TO DESIGNATE PAID OR RESTRICTED PARKING
AREAS WITHIN THE CITY OF ROSWELL**

WHEREAS, the City of Roswell is a Georgia municipal corporation; and

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

WHEREAS, the Mayor and Council have determined that parking fees and enforcement are required to regulate parking in Roswell; and

WHEREAS, Mayor and Council are authorized by Article 22.3.7 and 22.3.8 of the Code of Ordinances of the City of Roswell to establish and regulate designated areas of the City for paid parking.

IT IS RESOLVED, that staff is authorized to take whatever steps are necessary to implement and maintain a parking program to within the established parking areas identified in the Resolution dated May 12, 2025 and identified on Exhibit A, attached hereto.

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

Mary Robichaux, Mayor

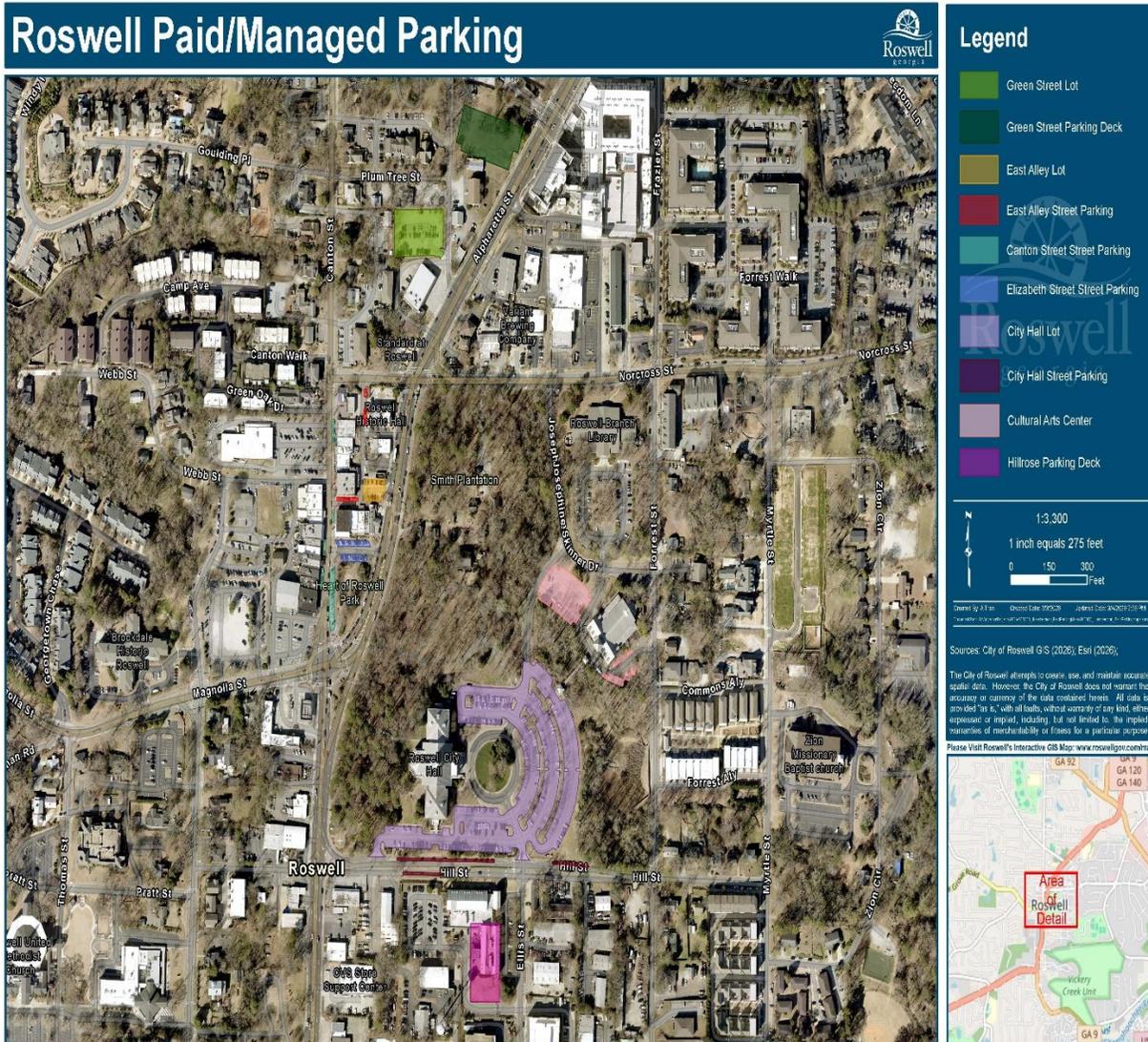
Attest:

Nancy Saviano Long, City Clerk
(Seal)

Attachment: Resolution to designate paid or restricted parking_030926 M&C (Downtown Paid Parking Location)

Exhibit A

1. Green Street Parking Deck and Surface Lot
2. Gravel Lot located at 1056 Green Street
3. City Hall and Cultural Arts Center Parking Lots
4. Along Hill Street in between Atlanta Street and Forrest Street
5. The Hillrose Parking Deck
6. The Hillrose on-street parking lots



Attachment: Resolution to designate paid or restricted parking_030926 M&C (Downtown Paid Parking Location)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10295

MEETING DATE: March 9, 2026

DEPARTMENT: Finance

ITEM TYPE: Approval

Approval of a Resolution of the Mayor and Council of the City of Roswell to approve the Bond Resolution of the Roswell Public Facilities Authority (RPFA) authorizing the issuance of the RPFA Revenue Bond Series 2026 and authorize the execution of an Intergovernmental Agreement between the City and the RPFA.

Item Summary:

This is a Resolution authorizing the City of Roswell Public Facilities Authority (RPFA) to issue bonds, in one or more series, in an aggregate amount \$13.2 million, to finance the acquisition, construction, renovation, and improvement of certain City public facilities. The projects to be financed include capital improvements to City Hall, public safety facilities and equipment, parking and administrative facilities, parks and cultural assets, and fleet infrastructure. The bonds will be payable from lease or service payments made by the City pursuant to an intergovernmental agreement with the PFA. The Resolution further authorizes the execution of related financing documents and all actions necessary to complete the transaction.

Committee or Staff Recommendation:

This item was moved to the March 9, 2026 Mayor and Council agenda.

On February 10th, 2026 the Committees of Council recommended placing this Item on the February 23rd, 2026 Mayor and Council Agenda.

Financial Impact:

Upon final approval, project funding estimated in the amount of \$13,121,200 will be budgeted in Fund 360, Public Facilities Authority Revenue Bond Fund, and debt issuance cost to be provided at the pricing of the bond.

Recommended Motion:

Motion to approve a resolution of the Mayor and Council of the City of Roswell to approve the Bond Resolution of the Roswell Public Facilities Authority authorizing the issuance of the RPFA Revenue Bond Series 2026 and authorize the execution of an Intergovernmental Agreement between the City and the RPFA.

Agenda Item (ID # 10295)

Presented by:

Bill Godshall, Chief Financial Officer

DRAFT DATE: 03/04/26

INTERGOVERNMENTAL CONTRACT

by and between

the

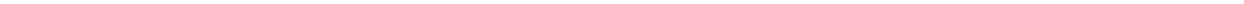
CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY

and

the

CITY OF ROSWELL, GEORGIA

Dated as of April 1, 2026



Relating to the
\$13,400,000
City of Roswell Public Facilities Authority
Revenue Bond
(City of Roswell Projects),
Series 2026



The rights and interest of the City of Roswell Public Facilities Authority (the “Authority”) in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Bond Resolution, adopted by the Authority on March 9, 2026.

Attachment: Intergovernmental Contract (Roswell PFA) 2026__030926 M&C (PFA IGA 2026 Projects)

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EXHIBIT A - Description of Projects

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”) is entered into as of April 1, 2026, by and between the **CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY** (the “Authority”), a public body corporate and politic, and the **CITY OF ROSWELL, GEORGIA** (the “City”), a municipal corporation of the State of Georgia.

WITNESSETH:

WHEREAS, the City of Roswell Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2024, page 4342, *et seq.*, as amended) (the “Act”); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) or any “project” (as defined in the Act) including the acquisition, construction and improvement of buildings, facilities and equipment necessary or convenient for the efficient operation of the City of Roswell, Georgia (the “City”); and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bond (City of Roswell Projects), Series 2026, in principal amount of \$13,400,000 (the “Series 2026 Bond”) for the purposes of (i) providing funds to finance the acquisition, construction and installation of certain governmental projects as provided in Exhibit A attached hereto (the “Projects”), and (ii) paying the costs of issuing the Series 2026 Bond; and

WHEREAS, the Authority and the City have made a finding of fact that the Projects are in the public interest and in furtherance of the Authority’s purpose and mission under the Act and the Revenue Bond Law; and

WHEREAS, the Series 2026 Bond will be issued pursuant to the Act, the Revenue Bond Law, and a resolution of the Authority adopted on March 9, 2026 (the “Bond Resolution”); and

WHEREAS, the Series 2026 Bond shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Authority and the City propose to enter into this Contract, pursuant to which the Authority will agree to issue the Series 2026 Bond to provide funds to finance the Project, and the City, in consideration of the Authority's doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the corporate limits of the City, at such rate or rates as may be necessary to make the payments to the Authority for its services as called for pursuant to this Contract in amounts sufficient to pay the principal of, prepayment premium, if any, and interest on the Series 2026 Bond.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions

In addition to the words and terms elsewhere defined in this Contract and the Bond Resolution, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Permitted Encumbrances” shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent, (ii) this Contract, (iii) utility access and other easements and rights of way, restrictions and exceptions that an authorized representative of the Authority certifies will not interfere with or impair the Projects, and (iv) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Projects and as do not materially impair the property affected thereby for the purpose for which it was acquired or held by the Authority.

“State” shall mean the State of Georgia.

“Term” shall have the meaning specified in Section 4.1 hereof.

Section 1.2. Rules of Construction.

The definitions referred to in Section 1.1 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used. All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE 1]

ARTICLE 2.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.1. Representations, Warranties and Agreements of the Authority.

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Act, and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2026 Bond is outstanding. Under the provisions of the Act, the Authority is authorized to (i) adopt the Bond Resolution, (ii) issue, execute, deliver and perform its obligations under the Series 2026 Bond, and (iii) execute, deliver and perform its obligations under this Contract. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Series 2026 Bond and (ii) the execution, delivery and performance of this Contract. The Bond Resolution, the Series 2026 Bond and this Contract are valid, binding and enforceable obligations of the Authority.

(b) The Authority has determined that the Projects are projects in furtherance of the Authority's purpose and mission under the Act.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) issuance of the Series 2026 Bond, (ii) financing of the Projects, or (iii) execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any "blue sky" laws.

(d) The adoption of the Bond Resolution, the issuance of the Series 2026 Bond and the authorization, execution, delivery and performance by the Authority of this Contract do not violate the Act, the Authority's bylaws, any resolutions or ordinances of the City, or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Series 2026 Bond, pledging the Contract Payments and this Contract to the payment of the Series 2026 Bond, or financing the Projects, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Series 2026 Bond, the

Bond Resolution or this Contract or (B) materially adversely affect the transactions contemplated by this Contract.

(f) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the City or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby the City's interest in the Projects will or may be, impaired or encumbered in any manner except as permitted herein and the Bond Resolution and except for acts or things done or permitted by the City.

(h) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Contract Payments or its rights under this Contract. The pledge made of the Contract Payments constitutes a first and prior pledge of and lien on said Contract Payments and said pledge shall at no time be impaired by the Authority and the Contract Payments shall not otherwise be pledged.

Section 2.2. Representations, Warranties and Agreements of the City.

The City makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation duly created under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Contract. The City has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the City.

(b) The City has determined that the Projects are in the public interest.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) issuance of the Series 2026 Bond, (ii) financing of the Projects or (iii) execution, delivery and performance of this Contract by the City, except as shall have been obtained as of the date hereof.

(d) The authorization, execution, delivery and performance by the City of this Contract does not violate the laws or Constitution of the State and does not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent

the City from (A) collecting ad valorem taxes and using such tax revenues to make the Contract Payments or (B) financing the Projects, (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Contract.

(f) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[END OF ARTICLE 2]

ARTICLE 3.

ISSUANCE OF SERIES 2026 BOND; APPLICATION OF BOND PROCEEDS; CONSTRUCTION

Section 3.1. Agreement to Issue the Series 2026 Bond.

In order to provide funds, as provided in the Bond Resolution to finance the Projects and pay the costs incident thereto, the Authority, in accordance with the Act, will issue the Series 2026 Bond, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Bondholder. The Authority has delivered a certified copy of the Bond Resolution to the City.

Section 3.2. Date, Denomination, and Maturities.

The Series 2026 Bond will be issued in fully registered form and will mature and be paid pursuant to the provisions of Article II of the Bond Resolution. Interest on the Series 2026 Bond will be paid to the person or persons and in the manner stated in the Series 2026 Bond and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of, prepayment premium, if any, and interest on the Series 2026 Bond shall be discharged in accordance therewith.

Section 3.3. Obligations Relating to the Series 2026 Bond.

The City agrees to perform all such obligations as are contemplated by the Bond Resolution to be performed by the City.

Section 3.4. Application of Bond Proceeds.

At and upon the delivery of and payment for the Series 2026 Bond, the proceeds received therefrom shall be applied in the manner set forth in Section 3.2 of the Bond Resolution.

Section 3.5. Completion of Projects.

The City shall acquire, construct and install the Projects or cause the Projects to be acquired, constructed or installed. The City will provide for the acquisition of the Projects, and the City hereby agrees to undertake and complete the Projects with due diligence. Payment therefor shall be made from the Project Fund in accordance with the provisions of Section 3.6 hereof.

Section 3.6. Disbursements from the Project Fund.

The moneys credited to the Project Fund from the sale of the Series 2026 Bond shall be used and applied only for the purpose of paying the cost of the Projects. All payments from the Project Fund shall be made upon the terms and conditions set forth in the Bond Resolution. The City shall prepare the requisitions and certificates required by the Bond Resolution, a form of such requisition being attached as Exhibit B to the Bond Resolution.

Section 3.7. Establishment of Completion Date.

At such time as the Projects are completed (the “Completion Date”), the City shall notify the Project Fund Depository and the Authority by a certificate executed by an authorized representative of the City. Such certificate shall establish the Completion Date and shall state that, except for any amounts retained by the City for any costs of the Projects not then due and payable or the liability for payment of which is being contested or disputed in good faith by the City (i) the Projects have been completed and all the costs of the Projects have been paid and (ii) all other facilities necessary in connection with the Projects have been acquired, constructed and installed and all labor, services, materials and supplies used therefor have been paid. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

Section 3.8. Completion of Projects if Project Fund Insufficient.

In the event moneys in the Project Fund available for payment of the costs of the Projects are not sufficient to pay the costs of the Projects in full, the City shall use its best efforts to cause the Projects to be completed and the City shall pay that portion of the cost of the Projects in excess of the moneys available therefor in the Project Fund.

Section 3.9. Investment of Moneys.

Any moneys held as a part of the Project Fund or Sinking Fund shall be invested or reinvested as directed by the City in accordance with Articles III and V of the Bond Resolution.

[END OF ARTICLE 3]

ARTICLE 4.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall become effective as of April 1, 2026 and the interests created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire on the later of (a) April 1, 2046, or if at said time and on said date the Series 2026 Bond has not been paid in full as to principal, prepayment premium, if any, and interest, then on such date as such payment shall have been made or (b) the date the principal, prepayment premium, if any, and interest on the Series 2026 Bond has been paid in full, but in no event in excess of fifty (50) years from the date hereof (the “Term”). Notwithstanding the foregoing, the provisions of Sections 8.1 and 8.2 hereof shall expire fifty (50) years from the date hereof.

Section 4.2. Contract Payments.

On or prior to each April 1 of each year (each a “Contract Payment Date”), commencing on or prior to April 1, 2027, the City shall make the Contract Payments with respect to the Series 2026 Bond to the Authority as set forth on Schedule 1 attached hereto. Notwithstanding anything in the Bond Resolution or herein to the contrary, on or before each April 1, the City shall pay an amount sufficient to enable the Authority to pay in full the principal of, prepayment premium, if any, and interest on the Series 2026 Bond coming due on such April 1, and such Contract Payments shall continue and recontinue until provision has been made for the payment in full of the Series 2026 Bond as to principal and interest and any other amounts owed to the Bondholder under the Bond Resolution. The City shall also pay any prepayment premium, if any, and any late charges due under the terms of the Series 2026 Bond. The Contract Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund.

Section 4.3. Optional Prepayment of Series 2026 Bond and Optional Prepayment of Contract Payments.

(a) The Series 2026 Bond shall be subject to optional prepayment, in whole or in part, as provided in the Bond Resolution, and the Contract Payments due under Section 4.2 shall be subject to prepayment, both at the option of the City.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the City to any extent from its obligations thereafter to make Contract Payments required by the provisions hereof until the principal of the Series 2026 Bond, the prepayment premium, if any, and interest thereon and any other amounts owed to the Bondholder under the Bond Resolution have been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire the Series 2026 Bond, in the manner provided in, and subject to, the Bond Resolution.

Section 4.4. Budget and Tax Levy to Pay Contract Payments.

(a) The obligations of the City to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Contract Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the corporate limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Contract Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract Payments required pursuant to Section 4.2 hereof and such lien is superior to any that can hereafter be made.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Contract Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due hereunder and under the Bond Resolution from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 4.5. Obligations of City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and the terms hereof, the City (a) will not suspend,

abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Projects, or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Projects, the taking by eminent domain of title to or the use of all or any part of the Projects, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Series 2026 Bond is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Contract and to make the Contract Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 4.6. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the owner of the Series 2026 Bond, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto and the owner of the Series 2026 Bond.

[END OF ARTICLE 4]

ARTICLE 5.

OWNERSHIP AND COVENANTS OF THE CITY AND AUTHORITY

Section 5.1. Title to the Projects.

Title to the Projects shall remain in the name of the City.

Section 5.2. Operation of the Projects.

The City shall operate and maintain the Projects or cause the Projects to be operated and maintained economically, efficiently and in accordance with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the City shall be reasonable, and no more persons will be employed to operate the Projects than are necessary. The City shall at all times maintain the Projects or cause the Projects to be maintained in good condition and repair and shall promptly repair, replace or restore any damage to the Projects or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

Section 5.3. Operating Expenses.

The City shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Projects, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Projects, cost of materials and supplies, rentals (excluding Contract Payments) of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Projects in accordance with sound business practice.

Section 5.4. Sale of Assets.

The City may sell, lease or give away all or a portion of the Projects. Prior to such conveyance, the Authority and the City shall obtain an opinion of nationally recognized bond counsel to the effect that such sale or lease will not adversely affect the tax-exempt status of the interest on the Series 2026 Bond.

Section 5.5. Alterations and Improvements to Projects.

The City, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications, or improvements to the Projects, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes.

Section 5.6. Use of Proceeds and Specific Tax Covenants.

The Series 2026 Bond is being issued by the Authority in compliance with the conditions necessary for interest income on the Series 2026 Bond to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103(a) of the Code

relating to obligations of the State or political subdivisions thereof. It is the intention of the Authority and the City that the interest on the Series 2026 Bond be and remain excludable from gross income for federal income tax purposes, and, to that end, the Authority and the City hereby covenant with the Bondholder as follows:

(a) That they will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax exempt status of interest on the Series 2026 Bond under Section 103 of the Code.

(b) That they will not directly or indirectly use or permit the use of any of the proceeds of the Series 2026 Bond or take or omit to take any action in a way that would cause the Series 2026 Bond to be (i) a “private activity bond” within the meaning of Section 141 of the Code or (ii) obligations which are “federally guaranteed” within the meaning of Section 149(b) of the Code.

(c) That they will not directly or indirectly use or permit the use of any proceeds of the Series 2026 Bond or any other funds of the City or the Authority or take or omit to take any action that would cause the Series 2026 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the City and the Authority will comply with all requirements of Section 148 of the Code and any regulations promulgated thereunder to the extent applicable to the City or the Authority. In the event that at any time the City or the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Bond Resolution, the Authority and the City shall take such action as may be necessary to effect the same.

Section 5.7. Arbitrage Covenants.

Neither the City nor the Authority shall, subsequent to the date of the issuance and delivery of the Series 2026 Bond, intentionally use any portions of the proceeds of the Series 2026 Bond to acquire higher yielding investments, or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as may otherwise be permitted by the Code, including, but not limited to, complying with the requirements of Section 148(f) of the Code and the payment of rebate, if any, required to be made by the Authority, and that it will expend the proceeds of the Series 2026 Bond in compliance with the applicable provisions of Section 141 to 149, inclusive, of the Code.

[END OF ARTICLE 5]

ARTICLE 6.

SPECIAL COVENANTS AND AGREEMENTS

Section 6.1. No Warranty of Condition or Suitability by the Authority.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONDITION OR WORKMANSHIP OF ANY PART OF THE PROJECTS OR ITS SUITABILITY.

Section 6.2. Inspection of the Projects.

The City agrees that the Authority, the Bondholder and their duly authorized agents who are acceptable to the City shall have the right at reasonable times during business hours, subject to the City's usual safety and security requirements to examine and inspect the Projects without interference or prejudice to the City's operations.

Section 6.3. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

Section 6.4. Limitations on Future Debt.

The Authority and the City covenant and agree that, other than the Series 2026 Bond, no other bonds or obligations of any kind or nature will be issued which are payable or enjoy a lien on the payments received under this Contract.

Section 6.5. Filing of Agreement. In the event the City or the Authority delivers or permits, authorizes or consents to the delivery of this Contract or any other document relating to the Series 2026 Bond (the "Bond Documents") to any person for delivery to the Municipal Securities Rulemaking Board, prior to such delivery the City and the Authority agree that they shall redact such information contained herein as may be requested by the Bondowner and which is consistent with MSRB Notice 2011 17 (February 23, 2011). Only such copy of the Bond Documents reflecting such redacted material shall be delivered to the Municipal Securities Rulemaking Board.

[END OF ARTICLE 6]

ARTICLE 7.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 4.2 hereof;

(b) The City shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent or the Bondholder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion, but in any event not more than 90 days; provided, however, that if, by reason of force majeure, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 4.2 hereof), the City shall not be deemed in default during the continuance of such inability to perform. The term force majeure shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; and

(c) An Event of Default shall have occurred under the Bond Resolution.

Section 7.2. Remedies on Default.

(a) If an event of default referred to in Section 7.1(a) hereof occurs and is continuing, then the Bondholder (i) by written notice to the City, may declare the payments to be made under Section 4.2 hereof to be immediately due and payable, and (ii) may take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the City under Section 4.2 hereof. No remedy conferred upon or reserved to the Bondholder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute, subject to the provisions

of the Bond Resolution.

(b) If an event of default referred to in Section 7.1(b) or (c) hereof occurs and is continuing, then the Bondholder, by written notice to the City, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement or covenant of the City then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondholder in this subsection (b) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholder to exercise any respective remedy reserved to them in this Article 7, it shall not be necessary to give any notice, other than any notice required herein.

Any amounts collected pursuant to action taken under subsection (a) of this Section 7.2 shall be applied in accordance with the Bond Resolution to the extent the provisions of the Bond Resolution relate to such amounts.

Section 7.3. No Waiver of Breach.

In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.4. City Authorized to Cure Default of Authority.

With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the City, with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 7.5. Failure to Enforce Agreement Not a Waiver.

The failure of the Authority or the Bondholder to enforce any agreement, condition, covenant or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

[END OF ARTICLE 7]

ARTICLE 8.**TERMINATION OF CONTRACT****Section 8.1. Cancellation of Contract by Payment of Bonds.**

The City shall have the option to cancel or terminate this Contract at any time prior to full payment of the Bonds, or prior to the making of provision for payment thereof in accordance with the provisions of the Bond Resolution and Section 4.3 hereof, by depositing to the Sinking Fund an amount which, when added to the amount on deposit in the Sinking Fund, will be sufficient to pay and retire the Series 2026 Bond and the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent, in accordance with the provisions of the Bond Resolution and Section 4.3 hereof.

[END OF ARTICLE 8]

David Davidson, Esq.
38 Hill Street
Roswell, Georgia 30075

If to the Bondowner: Webster Bank, National Association
Public Sector Finance
360 Lexington Avenue, 5th Floor
New York, NY 10017
Phone: (203) 578-2611
E-mail:PublicFinance@WebsterBank.com

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.4. Binding Effect; Third-Party Beneficiaries.

This Contract shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The Bondholder is a third-party beneficiary of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 9.5. Severability

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.6. Amounts Remaining in Sinking Fund.

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution certain surplus moneys remaining in the Sinking Fund after payment of the Series 2026 Bond and any amounts owed to the Bondholder hereunder or under the Bond Resolution shall belong to and be paid to the City.

Section 9.7. Amendments, Changes and Modifications.

This Contract may be amended without the consent of the Bondholder in order to grant any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Bondholder or to make any other change that does not materially adversely affect the Bondholder. All other amendments shall require the consent of the Bondholder in accordance with Section 9.4 of the Bond Resolution. Notwithstanding the foregoing, this Contract shall not be amended if such amendment reduces the Contract Payments.

Section 9.8. Execution Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.9. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 9.10. Law Governing Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 9.11. City a Party to Validation.

The City hereby agrees to be a party defendant in the validation proceedings related to the Series 2026 Bond and covenants and agrees that it shall cooperate with the Authority in validating the Series 2026 Bond and in connection therewith, shall execute such certificates, consent to service of process and make sworn answers as may be necessary for the validation proceedings.

[END OF ARTICLE 9]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY

(SEAL)

By: _____
Chair

Attest:

Secretary

Attachment: Intergovernmental Contract (Roswell PFA) 2026__030926 M&C (PFA IGA 2026 Projects)

CITY OF ROSWELL, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

Attachment: Intergovernmental Contract (Roswell PFA) 2026__030926 M&C (PFA IGA 2026 Projects)

EXHIBIT A
DESCRIPTION OF PROJECTS

<u>Project</u>	<u>Estimated Cost</u>
City Hall Roof Replacement	\$7,000,000
Public Safety Headquarters Improvements	1,350,000
Parking Deck Improvements	1,200,000
City Hall HVAC Improvements	1,200,000
Fire Engine Refurbishment (2)	1,100,000
Crabapple Expansion of Physical Activity Center	625,000
E-911 Center Range Revitalization	500,000
Vehicle Lifts for Fleet Shop	115,000
Barrington Hall Roof Replacement	60,000

Attachment: Intergovernmental Contract (Roswell PFA) 2026__030926 M&C (PFA IGA 2026 Projects)

SCHEDULE 1
SERIES 2026 BOND
CONTRACT PAYMENTS

[Attached]

Attachment: Intergovernmental Contract (Roswell PFA) 2026__030926 M&C (PFA IGA 2026 Projects)

DRAFT DATE: 03/04/26

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ROSWELL, GEORGIA (THE “CITY”) TO APPROVE THE BOND RESOLUTION OF THE CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY (THE “AUTHORITY”) AUTHORIZING THE ISSUANCE OF THE CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY REVENUE BOND (CITY OF ROSWELL PROJECTS), SERIES 2026, IN THE PRINCIPAL AMOUNT OF \$13,400,000; TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT BETWEEN THE CITY AND THE AUTHORITY; TO AUTHORIZE THE MAYOR AND OTHER OFFICERS AND OFFICIALS OF THE CITY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BOND DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Roswell, Georgia (the “City”) is a municipal corporation of the State of Georgia, legally created and validly existing under the laws of the State of Georgia; and

WHEREAS, the City of Roswell Public Facilities Authority (the “Authority”) is a public body corporate and politic duly created and existing pursuant to the Constitution and Laws of the State of Georgia (the “State”), including an act of the General Assembly of the State (Ga. Laws 2024, page 4342, *et seq.*, as amended) (the “Act”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Act the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) or any “project” (as defined in the Act) including the acquisition, construction and improvement of buildings, facilities and equipment necessary or convenient for the efficient operation of the City; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bond (City of Roswell Projects), Series 2026, in the principal amount of \$13,400,000 (the “Series 2026 Bond”) for the purposes of (i) providing funds to finance the acquisition, construction and installation of certain governmental projects as described in Exhibit A to the Contract (defined below) (the “Projects”), and (ii) paying the costs of issuing the Series 2026 Bond; and

WHEREAS, it is proposed that the Authority and the City should authorize the execution and delivery of an Intergovernmental Contract, dated as of April 1, 2026 (as the same may be amended, modified or supplemented from time to time, the “Contract”), between the City and the Authority, pursuant to which the Authority will agree to issue the Series 2026 Bond to provide funds to finance the Projects, and the City, in consideration of the Authority’s doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the corporate limits of the City, at such rate or rates, as may be necessary to make the payments to the Authority for its services as called for pursuant to the Contract in amounts sufficient to pay the principal of, prepayment premium, if any, and interest on the Series 2026 Bond; and

WHEREAS, the Series 2026 Bond will be issued pursuant to the Act, the Revenue Bond Law, and a resolution of the Authority adopted on March 9, 2026 (as the same may be amended, modified or supplemented from time to time, the “Bond Resolution”); and

WHEREAS, the Series 2026 Bond shall contain such terms and provisions as provided in the Bond Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Roswell, Georgia, as follows:

The City has made a finding of fact that:

- (a) The Projects and the financing thereof with the proceeds of the Series 2026 Bond are lawful and valid public purposes in that they will further the public purposes to be served by the Act;
- (b) The Projects financed with the proceeds of the Series 2026 Bond are “projects” and/or an “undertakings” as defined pursuant to the Act or the Revenue Bond Law and are “self-liquidating” as defined pursuant to the Act;
- (c) the specified payments to be received by the Authority under the Contract will be fully sufficient to pay the principal of, prepayment premium, if any, and interest on the Series 2026 Bond as the same become due and payable; and

BE IT FURTHER RESOLVED, as follows:

Section 1. The execution, delivery and performance of the Contract are hereby authorized. The Mayor is hereby authorized to execute and deliver the Contract on behalf of the City, which Contract shall be in substantially the form attached hereto as Exhibit A subject to such changes, insertions or omissions as may be approved by the Mayor, and the execution of the Contract by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. The Mayor and Council of the City hereby acknowledges that it has received a copy of the Bond Resolution, in substantially the form attached hereto as Exhibit B, and hereby approves the terms and provisions thereof.

Section 3. The City is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Series 2026 Bond and the security therefor be declared valid in all respects.

Section 4. From and after the execution and delivery of the documents herein authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2026 Bond and the execution, delivery and performance of the documents herein authorized.

Section 5. No stipulation, obligation or agreement herein contained or contained in the Contract shall be deemed to be a stipulation, obligation or agreement of the Mayor or the Clerk of the City in their individual capacity, and neither the Mayor nor the Clerk of the City shall be personally liable under the Contract or on the Series 2026 Bond or be subject to personal liability or accountability by reason of the issuance thereof.

Section 6. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Series 2026 Bond and the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects, approved and confirmed.

Section 7. The City hereby expresses its declaration of official intent, pursuant to Treasury Regulations § 1.150-2(d), to reimburse original expenditures on the Projects in the maximum principal amount of \$13,400,000 with proceeds from the Series 2026 Bond (to the extent permitted by § 1.150-2 of the Treasury Regulations). The City will pay original expenditures on the Projects from a construction or other account maintained by the City.

Section 8. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 9th day of March, 2026.

CITY OF ROSWELL, GEORGIA

By: _____
Mayor

(SEAL)

Attest:

Clerk

Attachment: City Resolution (RoswellIPFA) 2026__030926 M&C (PFA IGA 2026 Projects)

EXHIBIT A

Intergovernmental Contract

Attachment: City Resolution (RoswellIPFA) 2026__030926 M&C (PFA IGA 2026 Projects)

EXHIBIT B

Bond Resolution

CLERK’S CERTIFICATE

The undersigned Clerk of the City of Roswell, Georgia (the “City”) DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the City, at a meeting open to the public which was duly called and assembled on the 9th day of March, 2026, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the City which is in my custody and control.

WITNESS my hand this 9th day of March, 2026.

Clerk

Attachment: City Resolution (RoswellIPFA) 2026__030926 M&C (PFA IGA 2026 Projects)

DRAFT DATE: 03/04/26

BOND RESOLUTION

RESOLUTION OF THE CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY PROVIDING FOR THE ISSUANCE OF ITS REVENUE BOND (CITY OF ROSWELL PROJECTS), SERIES 2026, IN THE PRINCIPAL AMOUNT OF \$13,400,000, IN ORDER TO PROVIDE FUNDS TO (A) FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN GOVERNMENT PROJECTS, AND (B) PAY THE COSTS OF ISSUING THE SERIES 2026 BOND ISSUED HEREUNDER; TO PROVIDE FOR THE CREATION OF CERTAIN FUNDS; TO PROVIDE FOR THE CREATION OF REMEDIES OF THE HOLDER OF THE BOND ISSUED HEREUNDER; TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF ROSWELL, GEORGIA; AND FOR OTHER RELATED PURPOSES

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BOND RESOLUTION

RESOLUTION OF THE CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY PROVIDING FOR THE ISSUANCE OF ITS REVENUE BOND (CITY OF ROSWELL PROJECTS), SERIES 2026, IN THE PRINCIPAL AMOUNT OF \$13,400,000, IN ORDER TO PROVIDE FUNDS TO (A) FINANCE THE COST OF ACQUIRING, CONSTRUCTING AND INSTALLING CERTAIN GOVERNMENT PROJECTS, AND (B) PAY THE COSTS OF ISSUING THE SERIES 2026 BOND ISSUED HEREUNDER; TO PROVIDE FOR THE CREATION OF CERTAIN FUNDS; TO PROVIDE FOR THE CREATION OF REMEDIES OF THE HOLDER OF THE BOND ISSUED HEREUNDER; TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF ROSWELL, GEORGIA; AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Roswell Public Facilities Authority (the “Authority”) was duly created and is validly existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2024, page 4342, *et seq.*, as amended); and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) or any “project” (as defined in the Act) including the acquisition, construction and improvement of land, buildings, facilities and equipment necessary for the efficient operation of the City of Roswell, Georgia (the “City”); and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Authority proposes to issue its Revenue Bond (City of Roswell Projects), Series 2026, in the principal amount of \$13,400,000 (the “Series 2026 Bond”) for the purposes of (i) providing funds to finance the acquisition, construction and installation of certain governmental projects as described in Exhibit A to the Contract (as defined below) (the “Projects”), and (ii) paying the costs of issuing the Series 2026 Bond; and

WHEREAS, it is proposed that the Authority and the City should authorize the execution and delivery of an Intergovernmental Contract, dated as of April 1, 2026 (as the same may be amended, modified or supplemented from time to time, the “Contract”), between the City and the Authority, pursuant to which the Authority will agree to issue the Series 2026 Bond to provide funds to finance the Projects, and the City, in consideration of the Authority’s doing so, will agree

to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the corporate limits of the City, at such rate or rates, as may be necessary to make the payments to the Authority for its services as called for pursuant to the Contract in amounts sufficient to pay the principal of, prepayment premium, if any, and interest on the Series 2026 Bond; and

WHEREAS, the Authority and the City have made a finding of fact that the Projects is in the public interest and are projects in furtherance of the Authority’s purpose and mission under the Act and the Revenue Bond Law; and

WHEREAS, the Series 2026 Bond will be issued pursuant to the Act, the Revenue Bond Law, and this resolution (as the same may be amended, modified or supplemented from time to time, this “Bond Resolution”); and

WHEREAS, the Series 2026 Bond shall contain such terms and provisions as provided in this Bond Resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the City of Roswell Public Facilities Authority, and it is hereby resolved by authority of same, as follows:

The Authority has made a finding of fact that:

- (a) The acquisition, construction and installation of the Projects and the financing thereof with the proceeds of the Series 2026 Bond are lawful and valid public purposes in that they will further the public purposes to be served by the Act;
- (b) The Projects financed with the proceeds of the Series 2026 Bond are “projects” and/or “undertakings” as defined pursuant to the Act or the Revenue Bond Law and is “self-liquidating” as defined pursuant to the Act; and
- (c) the specified payments to be received by the Authority under the Contract will be fully sufficient to pay the principal of, prepayment premium (if any) and interest on the Series 2026 Bond as the same become due and payable.

ARTICLE I.

DEFINITIONS

In addition to the terms hereinabove defined, whenever the following terms are used in this Bond Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the meaning set forth in the Contract or set forth below:

“**Act**” means an act of the General Assembly of the State of Georgia (Ga. Laws 2024, page 4342, *et seq.*, as amended), which created the Authority.

“**Authority**” means the City of Roswell Public Facilities Authority, its successors and assigns.

“**Bond Registrar**” means the Chief Financial Officer of the City or any successor bond registrar hereafter appointed by the Authority and approved by the City.

“**Bond Resolution**” means this Bond Resolution, as the same may be supplemented from time to time.

“**Bondholder**” and “**owner**” means the registered owner of the Series 2026 Bond.

“**Business Day**” means a day which is not (a) a Saturday, and Sunday, or a legal holiday on which banking institutions in the State of Georgia are authorized by law or executive order to close or (b) a day on which the New York Stock Exchange is authorized or obligated by law or executive order to close.

“**City**” means City of Roswell, Georgia and its successors or assigns.

“**Code**” means the Internal Revenue Code of 1986, as amended and any applicable regulations thereunder.

“**Contract**” means the Intergovernmental Contract, dated as of its day of execution and delivery between the Authority and the City, with respect to the Series 2026 Bond, as the same from time to time may be amended.

“**Contract Payments**” means the payments received by the Authority from the City pursuant to the Contract.

“**Installment Date**” means the dates on which installments of principal of and interest on the Series 2026 Bond shall be paid as provided in Schedule 1 attached hereto.

“**Paying Agent**” means the Chief Financial Officer of the City or any successor paying agent hereafter appointed by the Authority and approved by the City.

“**Permitted Investments**” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

(1) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(2) Bonds or obligations of such county, municipal corporation, school district, political subdivision, authority, or body or bonds or obligations of the State of Georgia or other states or of other counties, municipal corporations, and political subdivisions of the State of Georgia;

(3) Bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(4) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(5) Bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(6) Certificates of deposit of national or state banks located within this state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within this state or with a trust office within this state, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations described in (3) above, obligations of the agencies and instrumentalities of the United States government described in (4) above, or bonds,

obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities described in (5) above;

(7) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(A) The portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (3) and (4) above and repurchase agreements fully collateralized by any such obligations;

(B) Such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(C) Such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(D) Securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia;

(8) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(9) any other investments authorized by the laws of the State of Georgia.

“Projects” shall mean the acquisition, construction and installation of certain governmental projects for the City, as described in Exhibit A to the Contract, financed with the proceeds of the Series 2026 Bond.

“Project Fund” shall mean the City of Roswell Public Facilities Authority Project Fund, Series 2026 created in Section 3.3 of this Bond Resolution.

“Project Fund Depository” shall mean the commercial bank or trust company designated by the Authority prior to the issuance of the Series 2026 Bond or any Project Fund Depository hereafter appointed by the Authority and approved by the City; provided, however, the Project Fund Depository shall at all times be a commercial bank or trust company.

“**Purchaser**” means Webster Public Finance Corporation and its successors and assigns.

“**Series 2026 Bond**” shall mean the City of Roswell Public Facilities Authority Revenue Bond (City of Roswell Projects), Series 2026, in the original principal amount of \$13,400,000, authorized to be issued pursuant to Article II of this Bond Resolution.

“**Sinking Fund**” shall mean the City of Roswell Public Facilities Authority Sinking Fund, Series 2026 created in Section 5.1 of this Bond Resolution.

“**Sinking Fund Custodian**” shall mean the Chief Financial Officer of the City or any successor sinking fund custodian hereafter appointed by the Authority and approved by the City.

“**Sinking Fund Investments**” shall mean (a) obligations of the United States and its agencies and instrumentalities, (b) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation, provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured, and (c) the local government investment pool established by Section 36-83-8 of the Official Code of Georgia Annotated.

“**Sinking Fund Year**” shall mean the period commencing on the 2nd day of April in each year and extending through the 1st day of April in the next year.

Whenever used in this Bond Resolution, the singular shall include the plural and the plural shall include the singular, unless the context otherwise indicates.

[END OF ARTICLE I]

ARTICLE II.

AUTHORIZATION, TERMS, FORM AND REGISTRATION OF SERIES 2026 BOND

Section 2.1. Authorization and Designation of the Series 2026 Bond.

There is hereby authorized to be issued the Series 2026 Bond designated as the “City of Roswell Public Facilities Authority Revenue Bond (City of Roswell Projects), Series 2026” in an original principal amount of \$13,400,000 for the purpose of providing funds to finance, in whole or in part, the cost of (1) financing the Projects and (2) issuing the Series 2026 Bond.

Section 2.2. Date, Denomination, Maturity, Installment Dates, and Other Particulars of the Series 2026 Bond.

(a) The Series 2026 Bond shall consist of one fully registered bond, in physical form, initially registered in the name of the Purchaser; shall be issued in an original principal amount of \$13,400,000; shall bear interest at a per annum rate of interest of 4.18% calculated on the basis of a 360-day year consisting of twelve 30-day months; principal and interests installments shall be payable annually on April 1 in each year beginning April 1, 2027 as set forth in the form of the Series 2026 Bond and in Schedule 1 attached hereto; and shall mature on April 1, 2046.

(b) The principal of, prepayment premium, if any, and interest on the Series 2026 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(c) Principal and interest installments other than the final principal and interest installment on the Series 2026 Bond shall be paid by check or draft mailed by first class mail to the Bondholder at such owner’s address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to a wire transfer address which the Bondholder has provided to the Paying Agent not less than five days prior to an Installment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary). The final principal and interest installment of the Series 2026 Bond shall be payable upon the presentation and surrender of the same at the office of the Paying Agent and no presentment or surrender of the Series 2026 Bond shall be required for regularly scheduled payments of principal or interest thereon.

Section 2.3. Execution of Series 2026 Bond.

The Series 2026 Bond shall be executed in the name of the Authority by the manual signature of the Chairman or Vice Chairman and attested by the Secretary or Assistant Secretary of the Authority, and the official seal of the Authority shall be imprinted or impressed thereon. The validation certificate to appear on the Series 2026 Bond shall be executed by the manual signature of the Clerk of the Superior Court of Fulton County, and the official seal of said court shall be imprinted or impressed thereon. In case any officer whose signature shall appear on the Series 2026 Bond shall cease to be such officer before delivery of the Series 2026 Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 2.4. Proof of Ownership.

The person in whose name the Series 2026 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes including the payment of the principal of, prepayment premium, if any, and interest on the Series 2026 Bond. The principal and interest installments and prepayment premium, if any, shall be made only to or upon the order of the owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2026 Bond, including the interest thereon to the extent of the sums so paid.

Section 2.5. Bond Registrar; Transfer of Series 2026 Bond.

The Bond Registrar shall keep the bond registration book for the registration of the Series 2026 Bond and for the registration of transfers of the Series 2026 Bond as herein provided. Subject to transfer restrictions as described below and in the Series 2026 Bond, the transfer of the Series 2026 Bond shall be registered upon the bond registration book upon the surrender and presentation of the Series 2026 Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the Bondholder or such Bondholder's attorney authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Authority shall execute and the Bond Registrar shall deliver in exchange for such Series 2026 Bond so surrendered, a new Series 2026 Bond registered in the name of the transferee. Any such assignment, transfer or conveyance of the Series 2026 Bond shall be made only to (a) an affiliate of the Purchaser or (b) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the Purchaser or its assignees to sell or assign participation interests in the Series 2026 Bond.

Section 2.6. Replacement of the Series 2026 Bond.

Upon receipt by the Authority of evidence reasonably satisfactory to it of the ownership of and the loss, theft, destruction, or mutilation of the Series 2026 Bond, and

- (a) in the case of loss, theft, or destruction, of indemnity reasonably satisfactory to it, or
- (b) in the case of mutilation, upon surrender and cancellation thereof,

the Authority at its own expense shall execute and deliver, in lieu thereof, a new single, fully registered Series 2026 Bond, dated and bearing interest from the date to which interest shall have been paid on such lost, stolen, destroyed, or mutilated Series 2026 Bond or dated the date of such lost, stolen, destroyed, or mutilated Series 2026 Bond if no interest shall have been paid thereon.

Section 2.7. No Additional Bonds.

The Authority covenants that, other than the Series 2026 Bond, no other bonds or obligations of any kind or nature will hereafter be issued which are payable from or enjoy a lien on the Contract Payments.

Section 2.8. Form of Series 2026 Bond.

The Series 2026 Bond and the certificate of validation to be endorsed thereon will be in substantially the following form, with such variations, omissions, substitutions and insertions as may be required, in accordance with this Bond Resolution, to complete properly the Series 2026 Bond and as may be approved by the officer or officers executing the Series 2026 Bond, which approval shall be conclusively evidenced by such execution:

[FORM OF SERIES 2026 BOND]

This Bond shall not be sold or transferred if such sale or transfer would void the exemption, contained in U.S. Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such sale or transfer.

No. R - 1

UNITED STATES OF AMERICA
STATE OF GEORGIA
CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY
REVENUE BOND (CITY OF ROSWELL PROJECTS),
SERIES 2026

Bond Date: April 16, 2026
Registered Owner: Webster Public Finance Corporation
Interest Rate: 4.18%
Principal Amount: \$13,400,000

The City of Roswell Public Facilities Authority (the “Authority”), a public body corporate and politic, duly created and existing pursuant to an act of the General Assembly of the State of Georgia (Ga. Laws 2024, page 4342, *et seq.*, as amended) (the “Act”), for value received hereby promises to pay to or cause to be paid to the registered owner specified above or to its registered assigns (the “Owner”), the principal sum specified above, in annual installments due on April 1 of each year beginning April 1, 2027, as set forth in Exhibit A attached hereto and made a part hereof by this reference, and to pay interest on the outstanding principal amount due (calculated on the basis of a 360-day year consisting of twelve 30-day months), on April 1 of each year beginning April 1, 2027 (each an “Installment Date”) as set forth in Exhibit A, which is attached hereto and made a part hereof, by check or draft mailed by first class mail to such Owner at such Owner’s address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the Owner at a wire transfer address which said Owner has provided to the Paying Agent not less than five days prior to an Installment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary) and no presentment or surrender of this Bond (as defined herein) shall be required for regularly scheduled payments of principal or interest thereon except at final maturity. Both the principal of, prepayment premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This bond is the duly authorized bond designated CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY REVENUE BOND (CITY OF ROSWELL PROJECTS), SERIES

2026 (this “Bond”), in the principal amount of \$13,400,000, issued under authority of the Constitution of the State of Georgia, the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended) and the Act and was duly authorized and secured by a Bond Resolution adopted by the Authority on March 9, 2026 (the “Bond Resolution”), for the purpose of providing funds to finance, in whole or in part, the cost of (a) acquiring, constructing and installing certain governmental projects (the “Projects”) for the City of Roswell, Georgia (the “City”), and (b) issuing the Series 2026 Bond, in furtherance of the purposes for which the Authority has been created. The Series 2026 Bond is a limited obligation of the Authority secured and payable from the Contract Payments (hereinafter defined).

The Authority has entered into an Intergovernmental Contract, dated as of April 1, 2026 (the “Contract”) with the City, pursuant to which the City has agreed to make payments equal to the debt service on this Bond (the “Contract Payments”). The City has agreed in the Contract to pay the Contract Payments to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the corporate limits of the City, at such rate or rates as may be necessary to produce amounts sufficient to make the Contract Payments to the Authority, all as called for pursuant to the Contract in amounts sufficient to make the Contract Payments. The Contract and the Contract Payments have been pledged for the benefit of the Owner pursuant to the provisions of the Bond Resolution. The Contract provides that the obligation to make Contract Payments shall be absolute and unconditional and that such Contract Payments shall not be abated or reduced because of damage to or destruction of the Projects or any reason whatsoever.

Reference to the Bond Resolution is hereby made for a complete description of the fund charged with, and pledged to, the payment of the principal of, prepayment premium, if any, and the interest on this Bond, the nature and extent of the security for the payment of this Bond, a statement of the rights duties and obligations of the Authority, the terms under which the Bond Resolution may be supplemented, and the rights of the Owner, to all the provisions of which Bond Resolution the Owner hereof, by acceptance of this Bond, assents.

THIS BOND SHALL NOT CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA, THE CITY OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, BUT SHALL BE PAYABLE SOLELY FROM THE SINKING FUND, AND THE ISSUANCE OF THIS BOND SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING SPECIFICALLY THE CITY, TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATEVER OR TO MAKE ANY APPROPRIATION FOR ITS PAYMENT. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY TAXING POWER OF THE CITY TO PAY THIS BOND OR THE INTEREST THEREON, NOR TO ENFORCE PAYMENT THEREOF AGAINST ANY OTHER PROPERTY OF THE AUTHORITY, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY OTHER PROPERTY OF THE AUTHORITY OR THE CITY.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF, PREPAYMENT PREMIUM, IF ANY, OR THE INTEREST ON THIS BOND AGAINST ANY OFFICER, DIRECTOR OR MEMBER OF THE AUTHORITY OR THE CITY, PAST, PRESENT OR FUTURE, IN HIS OR HERE INDIVIDUAL CAPACITY.

Terms defined in the Bond Resolution and used but not defined herein, shall, unless the context otherwise requires, have the meanings ascribed to such terms in the Bond Resolution.

This Bond is transferable only upon the registration book kept by the Bond Registrar for that purpose at the principal office of the Bond Registrar by the Owner hereof in person, or by such Owner's attorney duly authorized in writing, upon the surrender and presentation to the Bond Registrar of this Bond accompanied by a written instrument of transfer duly executed by the Owner or such Owner's attorney duly authorized in writing, and thereupon a new registered Series 2026 Bond, in the same principal amount and of the same maturity and interest rate, shall be issued to the transferee in exchange therefor. Any such assignment, transfer or conveyance of this Bond shall be made only to (a) an affiliate of Webster Public Finance Corporation (the "Purchaser") or (b) banks, insurance companies or other financial institutions or their affiliates. Nothing herein shall limit the right of the Purchaser or its assignees to sell or assign participation interests in this Bond.

On and after April 1, 2030, principal on the this Bond may be prepaid at the option of the Authority, at the direction of the City, in whole or in part, after thirty days written notice, on any Business Day, upon payment of the principal amount to be prepaid, together with accrued interest thereon, plus a prepayment premium equal to the principal amount to be prepaid multiplied by the below applicable percentage:

<u>Period</u>	<u>Percentage</u>
April 1, 2030 through March 31, 2032	102%
April 1, 2032 to March 31, 2034	101%
April 1, 2034 and thereafter	100%

Partial prepayments of this Bond (1) may occur no more than once per calendar year, (2) shall be in minimum principal amount of \$1,000,000, and (3) shall occur in reverse order of the amortization (i.e. the longest dated principal installments shall be paid first).

To the extent permitted by the Bond Resolution, modifications or alterations of the Bond Resolution or of any resolution supplemental thereto may be made by the Authority. As provided in the Bond Resolution, certain modifications may only be made with the consent of the Owner.

No covenant or agreement contained in this Bond or the Bond Resolution shall be deemed to be a covenant or agreement of any member, official, officer, agent or employee of the Authority in his or her individual capacity, and neither the members of the Authority nor any official executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

It is hereby certified and recited that all conditions, acts, and things required by law and the Bond Resolution to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this Bond, do exist, have happened, and have been performed and that this Bond complies in all respects with the Act and with all applicable laws of the State of Georgia.

This Bond is issued, executed, and delivered to the Owner in the State of Georgia with the intent that the laws of the State of Georgia shall govern its construction, and the Authority certifies that this Bond has been executed and delivered to the Owner in the State of Georgia. In case of default, the Owner of this Bond shall be entitled to the remedies provided by the Bond Resolution, the Act, and the Revenue Bond Law.

IN WITNESS WHEREOF, the City of Roswell Public Facilities Authority has caused this Bond to be executed with the manual signature of its Chairman, and its corporate seal to be hereunto impressed and attested with the manual signature of its Secretary, as of the day first above written.

CITY OF ROSWELL PUBLIC FACILITIES
AUTHORITY

(S E A L)

By: _____ (Form)
Chairman

Attest: _____ (Form)
Secretary

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF FULTON

The undersigned Clerk of the Superior Court of Fulton County, Georgia, HEREBY CERTIFIES that the within Bond was confirmed and validated by judgment of the Superior Court of Fulton County, Georgia, rendered on the ____ day of April, 2026, in the case of the STATE OF GEORGIA, Plaintiff, v. the CITY OF ROSWELL PUBLIC FACILITIES AUTHORITY and the CITY OF ROSWELL, Defendants, being numbered Civil Action No. _____, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS my signature and the seal of said Court.

(SEAL)

Clerk, Superior Court,
Fulton County, Georgia

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

CERTIFICATE OF REGISTRATION

The transfer of this Bond shall be registered on books kept by the Bond Registrar, such registration being noted hereon by the Bond Registrar in the registration blanks below, and no transfer shall be valid unless made on said books at the request of the Owner or such Owner's attorney duly authorized, and such transfer is similarly noted in the registration blank below.

Date of
Registration

In Whose
Name Registered

Authority Signature

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

(Form of Assignment and Transfer)

FOR VALUE RECEIVED, _____ the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guarantee:

(Authorized Officer)
Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Attachment: Bond Resolution (Authority) Roswell PFA 2026_030926 M&C (PFA IGA 2026 Projects)

EXHIBIT A
DEBT SERVICE SCHEDULE

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

* * *

[END OF SERIES 2026 BOND FORM]

[END OF ARTICLE II]

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

ARTICLE III.

PREPAYMENT AND APPLICATION OF BOND PROCEEDS

Section 3.1. Prepayment of Series 2026 Bond

On and after April 1, 2030, principal on the this Bond may be prepaid at the option of the Authority, at the direction of the City, in whole or in part, after thirty days written notice, on any Business Day, upon payment of the principal amount to be prepaid, together with accrued interest thereon, plus a prepayment premium equal to the principal amount to be prepaid multiplied by the below applicable percentage:

<u>Period</u>	<u>Percentage</u>
April 1, 2030 through March 31, 2032	102%
April 1, 2032 to March 31, 2034	101%
April 1, 2034 and thereafter	100%

Partial prepayments of this Bond (1) may occur no more than once per calendar year, (2) shall be in minimum principal amount of \$1,000,000, and (3) shall occur in reverse order of the amortization (i.e. the longest dated principal installments shall be paid first).

Section 3.2. Application of Bond Proceeds.

The proceeds of the sale of the Series 2026 Bond shall be used and applied as follows:

- (a) \$13,273,600 shall be used to pay the costs of issuance of the Series 2026 Bond; and
- (b) The remaining amount shall be deposited into the Project Fund and used to pay the costs of the Projects.

Notwithstanding the foregoing, if the Chairman of the Authority shall determine that a different application of funds is required to carry out the intent of this Bond Resolution, the Chairman may provide for such different application of funds in a closing certificate to be delivered at the time of issuance of the Series 2026 Bond.

Section 3.3. Project Fund.

(a) A special trust fund is hereby created for the benefit of the Bondholder and designated “City of Roswell Public Facilities Authority Project Fund, Series 2026” (the “Project Fund”). There shall be deposited with the Project Fund Depository, the amounts specified in in Section 3.2 above.

(b) The moneys in the Project Fund shall be held by the Project Fund Depository and withdrawn and applied to pay costs of the Projects. Any moneys in the Project Fund not presently needed for the payment of current obligations may be invested in Permitted Investments upon the written direction of an authorized representative of the City, and proper evidence of the same being delivered to the Project Fund Depository. Any such securities shall be

Attachment: Bond Resolution (Authority) Roswell PFA 2026_030926 M&C (PFA IGA 2026 Projects)

held by the Project Fund Depository for the account of the Project Fund until maturity or until sold, and at maturity or upon such sale, the proceeds received therefrom, including interest income and premium, if any, shall be immediately deposited into the Project Fund and shall be disbursed in the manner and for the purposes hereinafter set forth.

(c) Withdrawals from the Project Fund may be made for the purpose of paying the cost of the undertaking herein contemplated or contemplated by a supplemental resolution, including the purchase of such property and equipment as may be useful in connection therewith, including, but not limited to: (i) the cost of indemnity and fidelity bonds either to secure deposits in the Project Fund or to insure the faithful completion of any contract pertaining to said improvements; (ii) any taxes or any charges lawfully levied or assessed against the undertaking; (iii) fees and expenses of consulting engineers for engineering studies, surveys and estimates, and the preparation of plans and supervising the construction; (iv) legal expenses and fees and all other items of expense not elsewhere in this Section specified incident to said undertaking; (v) payments made for labor, contractors, builders and materialmen in connection with the improvements contemplated by the undertaking and payment for machinery and equipment and for the restoration of property damaged or destroyed in connection therewith and the repayment of advances or loans made for the purpose of paying any of the aforementioned costs; (vi) the cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation, lands and rights of way necessary for the improvements and appurtenances in connection therewith, and options and payments thereon, and any easements or rights or any damages incident to or resulting from the making of such improvements; and (vii) to reimburse the Authority or the City for the advance payment of costs pertaining to the undertaking prior to the receipt of the proceeds derived from the sale of the Series 2026 Bond.

(d) Before any moneys are disbursed, there shall be filed with the Project Fund Depository: (i) a requisition for such payment stating each amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment thereof is due; and (ii) a certificate attached to the requisition and certifying: (1) that an obligation in the stated amount has been incurred, is a proper charge against the Project Fund and has not been paid; (2) a bill or statement of account for such obligation, or a copy thereof, is attached to the requisition or is on file in the office of the Chief Financial Officer of the City; (3) that they have no notice of any vendor's, mechanic's or other liens or rights to liens, security interests, chattel mortgages or conditional sales contracts, which should be satisfied or discharged before such payment is made; (4) that such requisition contains no item representing payment on account or any retained percentages which the City is, at the date of such certificates, entitled to retain; and (5) that insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose. The requisition shall be signed by a duly authorized representative of the Authority and approved by a duly authorized representative of the City. A form of such requisition is attached hereto as Exhibit B.

Section 3.4. Availability of Requisitions and Certificates.

All requisitions and certificates required by this Article shall be retained by the Project Fund Depository, subject at all times to inspection by an officer of the Authority or the City or the Bondholder.

Section 3.5. Completion of Projects.

If upon the Completion Date, as established pursuant to Section 3.7 of the Contract, any moneys remain in the Project Fund, such remaining moneys shall be transferred to the Sinking Fund created in Article V hereof and shall be used to pay the next occurring principal amount due on the Series 2026 Bond.

Section 3.6. Transfer Upon Event of Default of Payment on Final Installment Date.

Upon the occurrence of an Event of Default, no further moneys shall be disbursed from the Project Fund, except that all moneys in the Project Fund shall be transferred, as soon as practicable, to the Sinking Fund.

Section 3.7. Designation of Project Fund Depository.

The Project Fund Depository shall be designated by the Authority in a closing certificate to be delivered at the time of issuance of the Series 2026 Bond. The Authority may, from time to time, designate a successor Project Fund Depository, at the direction of the City, provided said Project Fund Depository shall at all times be a commercial bank or trust company and shall comply with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

[END OF ARTICLE III]

ARTICLE IV.

GENERAL AUTHORIZATIONS AND AGREEMENTS

Section 4.1. Payment of Principal, Prepayment Premium, if any, and Interest; Limited Obligation.

The Authority agrees that it will promptly pay the principal installments of and the interest on the Series 2026 Bond and any prepayment premium, if any, at the places, on the dates, and in the manner provided herein and in the Series 2026 Bond according to the true intent and meaning hereof and thereof. The Series 2026 Bond shall not constitute a debt or a loan or pledge of the faith and credit of the State of Georgia or of any political subdivision thereof, including the City or the Authority, but shall be payable from moneys held in the Sinking Fund as provided in Section 5.1 herein. The issuance of the Series 2026 Bond shall not obligate the State of Georgia or any political subdivision thereof, including the City, to levy or pledge any form of taxation whatever for the payment thereof. No Bondholder or receiver or trustee in connection therewith shall have the right to enforce payment thereof against any property of the State of Georgia or any political subdivision thereof, including the City, or against any property of the Authority or the City (other than the funds specifically pledged therefor pursuant to this Bond Resolution), nor shall the Series 2026 Bond constitute a charge, lien or encumbrance, legal or equitable, upon any such property. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Series 2026 Bond against any officer, director or member of the Authority or the City. The Authority has no taxing power.

Section 4.2. Performance of Covenants; Authority.

The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Resolution, in the Contract, and in the Series 2026 Bond executed and delivered hereunder and in all of its proceedings pertaining hereto. The Authority covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act and the Revenue Bond Law, to issue the Series 2026 Bond authorized hereby and to execute this Bond Resolution and the Contract, that all action on its part for the issuance of the Series 2026 Bond and the execution and delivery of this Bond Resolution and the Contract has been duly and effectively taken, and that the Series 2026 Bond in the hands of the owner thereof are and will be a valid and enforceable obligation of the Authority according to the terms thereof and hereof.

Section 4.3. Instruments of Further Assurance.

The Authority will execute, acknowledge, and deliver or cause to be executed, acknowledged and delivered, such resolutions supplemental hereto and such further acts and instruments for the better assuring, pledging and confirming the amounts pledged hereby to the payment of the principal of, prepayment premium, if any, and interest on the Series 2026 Bond. The Authority, except as herein and in the Contract provided, will not encumber any part of its interest in the Contract Payments or its rights under the Contract.

Section 4.4. Priority of Pledge.

The pledge made in Section 4.1 hereof of the Contract Payments payable under the Contract constitutes a first and prior pledge of and lien on said Contract Payments for the purpose of paying the principal installments of and interest on the Series 2026 Bond and prepayment premium, if any. Said pledge shall at no time be impaired by the Authority and said Contract Payments shall not otherwise be pledged.

Section 4.5. Authorization of Contract.

The execution, delivery, and performance of the Contract between and among the Authority and the City be and the same are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit A, subject to such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority and the execution and delivery by the Chairman or Vice-Chairman of the Authority and the attestation of the same by the Secretary of the Authority, as hereby authorized, shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 4.6. Authorization for Validation of Series 2026 Bond.

In order to carry out the issuance of the Series 2026 Bond, and pursuant to the Constitution and laws of the State of Georgia, the Chairman, Vice-Chairman or Secretary of the Authority is hereby authorized and directed to immediately notify the District Attorney of the Atlanta Judicial District of Georgia of the adoption of this Bond Resolution by the Authority, to request said District Attorney to file a petition and complaint to confirm and validate the Series 2026 Bond and to pass upon the security therefor, and said Chairman, Vice-Chairman or Secretary is further authorized to acknowledge service and make answer in such proceeding.

Section 4.7. General Authorization.

The proper officers of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Bond Resolution and the Contract and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2026 Bond and the execution and delivery of the Contract and all other documents authorized hereby.

Section 4.8. Exemption from Disclosure Requirements.

The Authority covenants that the disclosure requirements of U.S. Securities and Exchange Commission Rule 15c2-12 do not apply to the Series 2026 Bond because the issuance and delivery of the Series 2026 Bond to the purchaser thereof comply with the exemption contained in Section 15c2-12(d)(1)(i) of said rule.

[END OF ARTICLE IV]

ARTICLE V.

SINKING FUND AND REVENUES

Section 5.1. Creation of Sinking Fund.

(a) The Contract and the Contract Payments are hereby pledged to the payment of the Series 2026 Bond, and the Contract and the Contract Payments so pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further acts, and the lien of this pledge shall be valid and binding against the Authority and the City and against all parties having claims of any kind against them, whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether or not such parties have notice hereof.

(b) There is hereby created a special trust fund for the benefit of the owner of the Series 2026 Bond designated as “City of Roswell Public Facilities Authority Sinking Fund, Series 2026” (the “Sinking Fund”).

(c) There shall be paid into the Sinking Fund, on or prior to each Installment Date, commencing on April 1, 2027, the amount required to pay the Contract Payments. The Contract Payments made by the City pursuant to the Contract shall be deposited directly into the Sinking Fund. Moneys deposited in the Sinking Fund shall be used to pay the principal of, prepayment premium, if any, and interest on the Series 2026 Bond when due.

(d) If the Sinking Fund Custodian should be a person other than the Chief Financial Officer of the City, the Sinking Fund Custodian shall give notice to the Authority and the City of any deficiency in the Sinking Fund to pay amounts due or to become due on the Series 2026 Bond, such notice to be given for receipt on the business day preceding the date established for such payment on the Series 2026 Bond.

(e) If for any reason the full amount herein required to be paid for any payment shall not be paid into the Sinking Fund, any deficiency shall be added to and shall become a part of the amount required to be paid into the Sinking Fund on the next payment date.

Section 5.2. Custody and Application of Sinking Fund.

The Sinking Fund shall be in the custody of the Sinking Fund Custodian but in the name of the Authority. In the event the Sinking Fund Custodian and the Paying Agent are the Chief Financial Officer of the City or are the same bank acting in both capacities, then the Authority hereby authorizes and directs the Sinking Fund Custodian to withdraw sufficient funds from the Sinking Fund to pay the principal installments of and interest on the Series 2026 Bond and prepayment premium, if any, as the same shall become due and payable, whether at maturity, by prepayment, or otherwise. If the Sinking Fund Custodian and the Paying Agent are not the Chief Financial Officer of the City nor the same bank, the Sinking Fund Custodian shall transfer to the Paying Agent from moneys held in the Sinking Fund, in immediately available funds, moneys in amount and at or before such times as shall be required to pay the principal installments of and interest on the Series 2026 Bond and prepayment premium, if any, as and when the same are due and payable. Any moneys held as a part of the Sinking Fund shall be invested and reinvested in accordance with the provisions of Section 5.3 hereof.

Section 5.3. Sinking Fund as a Trust Fund; Investment of Moneys.

The Sinking Fund shall be kept as a trust account for the benefit of the Bondholder separate from other deposits of the Authority and the City. Moneys on deposit in the Sinking Fund shall be invested only in Sinking Fund Investments upon the written direction of the City. Any such securities shall be held by the Sinking Fund Custodian for the account of the Sinking Fund until maturity or until sold. At the maturity or upon such sale, the proceeds received therefrom, including interest income and premium, if any, shall be immediately deposited into the Sinking Fund and shall be disbursed in the manner and for the purposes herein set forth. No moneys belonging to the Sinking Fund shall be deposited or remain on deposit with the Sinking Fund Custodian in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, unless such institution shall have pledged for the benefit of the Authority and the Bondholder as collateral security for the moneys deposited, direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve Bank and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

Section 5.4. Designation of Sinking Fund Custodian, Paying Agent and Bond Registrar.

The Chief Financial Officer of the City is hereby designated as the Sinking Fund Custodian, the Paying Agent and the Bond Registrar. The Authority may, from time to time, at the direction of the City, designate a successor Sinking Fund Custodian, Paying Agent or Bond Registrar, provided said Sinking Fund Custodian, Paying Agent or Bond Registrar complies with all of the provisions of this Article and the applicable provisions of this Bond Resolution.

[END OF ARTICLE V]

ARTICLE VI.

NON-ARBITRAGE AND TAX COVENANTS

Section 6.1. Non-Arbitrage and Tax Covenants.

(a) The Authority covenants and agrees for the benefit of the owner of the Series 2026 Bond that so long as the Series 2026 Bond remains outstanding, it will not intentionally cause any proceeds of the Series 2026 Bond to be used to acquire higher yielding investments, except as may be otherwise permitted by Section 148 of the Code, and that it will comply with, and take such action and make such payments as may be permitted or required by Section 148(f) of the Code, to insure that the Series 2026 Bond does not constitute an “arbitrage bond” within the meaning of Section 148(a) of the Code.

(b) The Authority hereby covenants and agrees that it will expend the proceeds from the sale of the Series 2026 Bond and will take such action as may be necessary so that the interest on the Series 2026 Bond will be and will remain excluded from the gross income of the owner thereof for federal income tax purposes, including, without limitation, compliance with provisions of Sections 141- 149 of the Code, as applicable.

Section 6.2. Authorization of Execution of 8038-G, Tax and Non-Arbitrage Certificate, and Other Documents.

The Chairman of the Authority is hereby authorized to execute and file with the Internal Revenue Service an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G. The Chairman and/or Secretary of the Authority are each hereby authorized to execute and deliver a certification, based upon facts, estimates and circumstances, as to reasonable expectations regarding the amount, expenditure and use of the proceeds of the Series 2026 Bond, as well as such other documents as may be necessary or desirable in connection with the issuance and delivery of the Series 2026 Bond.

[END OF ARTICLE VI]

ARTICLE VII.

DEFEASANCE

Section 7.1. Defeasance.

(a) The Series 2026 Bond shall be deemed to have been paid in full and the lien of this Bond Resolution shall be discharged, (A) after there shall have been irrevocably deposited in a special fund to be created by the Authority for that purpose, either (i) sufficient moneys, or (ii) obligations of, or guaranteed as to principal and interest by, the United States of America, or certificates of an ownership interest in the principal or interest of obligations of or guaranteed as to principal and interest by the United States of America (“Escrow Obligations”), which shall not contain provisions permitting the redemption thereof prior to its stated maturity, the principal of and the interest on which when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), together with any moneys deposited therewith, for the payment at the respective maturity or prepayment dates of the Series 2026 Bond, of the principal thereof, prepayment premium, if any, and the interest to accrue thereon to such maturity or prepayment dates, as the case may be; (B) there shall have been paid to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment or prepayment of the Series 2026 Bond or satisfactory arrangements have been made with the Bond Registrar and Paying Agent to make said payments; (C) if the Series 2026 Bond is to be prepaid on any date on or after April 1, 2029, prior to its maturity, the Authority shall have given to the Bond Registrar and Paying Agent in form satisfactory to the Bond Registrar and Paying Agent irrevocable instructions to prepay such Series 2026 Bond on such date and either evidence satisfactory to the Bond Registrar and Paying Agent that all prepayment notices, if any, required by this Bond Resolution have been given or irrevocable power authorizing the Bond Registrar and Paying Agent to give such prepayment notices; and (D) unless the Series 2026 Bond is to mature or be prepaid within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the owner of the Series 2026 Bond, by first class mail, postage prepaid, at its last address appearing upon the books of registration, that the deposit required by (A) above has been made with the Bond Registrar and Paying Agent and that the Series 2026 Bond is deemed to have been paid in accordance with this Section 7.1 and stating such maturity or prepayment date upon which moneys are to be available for the payment of the principal of, prepayment premium, if any, and interest on the Series 2026 Bond.

(b) In addition to the foregoing provisions of this Article VII, the lien of this Bond Resolution shall only be discharged pursuant to this Article VII if the Authority delivers an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Bond Resolution pursuant to this Article VII have been satisfied and, with respect to the Series 2026 Bond, such deposit and discharge will not adversely affect the exclusion of the interest on the Series 2026 Bond from federal income taxation.

(c) Whenever the Series 2026 Bond shall be deemed to have been paid pursuant to this Article VII, any balances remaining in the Sinking Fund shall be retained by the City and used for any lawful purpose.

[END OF ARTICLE VII]

ARTICLE VIII.

DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDER

Section 8.1. Defaults; Events of Default.

If any of the following events occur, it is hereby declared to constitute an “Event of Default”:

(a) default in the due and punctual payment of any installment of principal of the Series 2026 Bond when and as the same shall become due and payable, whether at maturity, call for prepayment, or otherwise; or

(b) default in the due and punctual payment of any installment of interest on the Series 2026 Bond when and as the same shall become due and payable whether at maturity, call for prepayment, or otherwise; or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Authority in this Bond Resolution or in the Series 2026 Bond and failure to remedy the same within 30 days after written notice specifying such default and requiring the same to be remedied shall have been received by the Authority and the City from the Bondholder; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, within a greater number of days if corrective action is instituted by the Authority or the City within the applicable period and diligently pursued until the default is corrected; provided, however, that the Authority shall have no more than 90 days to cure such failure; or

(d) the occurrence and continuance of any event of default as described in Section 7.1(a) of the Contract; or

(e) the occurrence and continuance of any event of default as described in Section 7.1(b) of the Contract.

Section 8.2. Remedies; Rights of Bondholder.

Upon the occurrence and during the continuance of an Event of Default, the Bondholder may pursue any available remedy provided by the Contract as well as any available remedy at law or in equity to enforce the payment of the principal installments of and interest on the Series 2026 Bond and prepayment premium, if any.

If an Event of Default shall have occurred, the Bondholder may exercise one or more of the rights and powers conferred by this Section 8.2, including the right to secure specific performance by the Authority of any covenant or agreement herein contained; the right to protect and enforce the rights of the owner of the Series 2026 Bond by suit, action or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights; and the right to enforce remedies afforded to the Bondholder, as a third party beneficiary, under the Contract.

No remedy by the terms of this Bond Resolution conferred upon or reserved to the Bondholder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholder hereunder or now or hereafter existing at law or in equity.

Section 8.3. Right of Bondholder to Direct Proceedings.

The Bondholder shall have the right to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Resolution, or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Resolution.

Section 8.4. Waiver by Authority.

Upon the occurrence and during the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Bond Resolution, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 8.5. Application of Moneys.

After payment of the costs and expenses of the proceedings resulting in the collection of moneys and of the expenses, liabilities and advances incurred or made pursuant to any right given or action taken under the provisions of this Article VIII, all moneys received shall be deposited in the Sinking Fund and all moneys in the Sinking Fund shall be applied to or in connection with the payment to the Bondholder in respect of all accrued and unpaid interest, unpaid principal which has become due on the Series 2026 Bond.

Section 8.6. Limitation on Rights and Remedies of Bondholder.

The Bondholder shall not have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Bond Resolution, for the execution of any trust thereof or to enforce any other right or remedy hereunder, unless a default has occurred, and such default shall have become an Event of Default, and the Bondholder shall have instituted an action, suit or proceeding in its own name, it being understood and intended that the Bondholder shall not have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Resolution by its action or to enforce any right or remedy hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided. Nothing in this Bond Resolution contained, however, shall affect or impair the right of the Bondholder to enforce the payment of the principal of, prepayment premium, if any, and interest on the Series 2026 Bond at and after the maturity thereof, or the obligation of the Authority to pay the principal of, prepayment, if any, and interest on the Series 2026 Bond to the owner thereof at the time, place, from the source and in the manner expressed in the Series 2026 Bond.

Section 8.7. Termination of Proceedings.

In case any proceedings taken by the owner of the Series 2026 Bond on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority and the owner of the Series 2026 Bond shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the owner of the Series 2026 Bond shall continue as if no such proceedings had been taken.

Section 8.8. No Waiver

No delay or omission of the Bondholder to exercise any right or power accruing upon any default occurring and continuing as aforesaid, shall impair any such default or be construed as an acquiescence therein and every power and remedy given by this Article to the Bondholder may be exercised from time to time and as often as may be deemed expedient.

[END OF ARTICLE VIII]

ARTICLE IX.

SUPPLEMENTAL RESOLUTION; AMENDMENTS TO CONTRACT

Section 9.1. Supplemental Resolutions Not Requiring Consent of Bondholder.

The Authority, without the consent of, or notice to, the Bondholder, may adopt such resolution or resolutions supplemental to this Bond Resolution, as shall be consistent with the terms and provisions hereof, for any one or more of the following purposes: (a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Bond Resolution; (b) to grant to or confer upon the Bondholder any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholder; and (c) to subject to the lien and pledge of this Bond Resolution additional revenues, properties or collateral.

Section 9.2. Supplemental Resolutions Requiring Consent of Bondholder.

(a) Exclusive of supplemental resolutions covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Bondholder shall have the right, from time to time, anything contained in this Bond Resolution to the contrary notwithstanding, to consent to and approve, in writing, the adoption by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Bond Resolution or in any supplemental resolution, provided, that without the written consent of the Bondholder the Authority may not adopt any supplemental resolution that has the effect of permitting:

(1) a change in the terms of maturity of the principal installments of the Series 2026 Bond or of any installment of interest thereon;

(2) a reduction in the principal amount or in the rate of interest thereon;

or

(3) the creation of a lien or charge on the Contract Payments ranking prior to or, on a parity with the lien or charge thereon contained in this Bond Resolution.

(b) If at any time the Authority shall seek to adopt any such supplemental resolution for any purposes of this Section, it shall notify the Bond Registrar, and the Bond Registrar shall cause notice of the proposed execution of such supplemental resolution to be mailed by first class mail to the Bondholder, but no failure to mail any such notice nor any defect in any notice shall affect the right of the Authority to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Bond Registrar. Upon the adoption of any such supplemental resolution as in this Section 9.2 permitted and provided, this Bond Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article IX shall not become effective unless and until the City shall have consented in writing to the adoption and delivery of such supplemental resolution. In this regard,

the Authority shall cause notice of the proposed adoption and delivery of any such supplemental resolution to which the City has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the City to be hand delivered to the City at least 30 days prior to the proposed date of adoption and delivery of any such supplemental resolution.

Section 9.3. Amendments to Contract Not Requiring Consent of Bondholder.

The Authority and the City without the consent of or prior notice to the Bondholder, may amend the Contract to cure any ambiguity or formal defect or omission or inconsistent provisions of the Contract.

Section 9.4. Amendments to Contract Requiring Consent of Bondholder.

Except for the amendments as provided in Section 9.3 hereof, neither the Authority nor the City may amend the Contract whereby such amendment would operate to affect adversely the interest of the Bondholder unless written consent is obtained of the Bondholder. No such amendment shall ever affect the obligations of the City to make Contract Payments under the Contract.

Section 9.5. Notice of Supplemental Resolutions and Contract Amendments.

To the extent herein not otherwise required, a copy of each supplemental resolution or Contract amendment made or entered into in accordance with the preceding Sections of this Article IX shall be furnished to each of the Authority, the City, and the Bondholder.

Section 9.6. No Notation on Series 2026 Bond Required.

Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article IX shall thereafter form a part of this Bond Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Bond Resolution and shall be effective as to the Bondholder, and no notation or legend of such modifications and amendments shall be required to be made on the Series 2026 Bond. Any request or consent of the Bondholder shall bind every future Bondholder.

[END OF ARTICLE IX]

**ARTICLE X.
MISCELLANEOUS**

Section 10.1. Consent of Bondholder.

Any consent, request, direction, approval, objection or other instrument required by this Bond Resolution to be signed and executed by the Bondholder may be in any number of concurrent documents and may be executed by such Bondholder in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or the ownership of Series 2026 Bond, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution; and

(b) The fact of ownership of the Series 2026 Bond and the date of holding the same shall be provided by the registration books of the Authority maintained by the Bond Registrar pursuant to Section 2.5.

Section 10.2. Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Resolution or the Series 2026 Bond is intended or shall be construed to give to any person or company other than the parties hereto and the Bondholder any legal or equitable right, remedy or claim under or with respect to this Bond Resolution or any covenants, conditions and provisions herein contained; this Bond Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Bondholder as herein provided.

Section 10.3. Severability.

In case any one or more of the provisions of this Bond Resolution, or the Series 2026 Bond issued hereunder, shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Bond Resolution or the Series 2026 Bond, but this Bond Resolution and the Series 2026 Bond shall be construed and enforced as if such illegal or invalid provisions had not been contained therein.

Section 10.4. Bond Resolution as Contract.

The provisions of this Bond Resolution shall constitute a contract by and among the Authority, the City and the Bondholder, and after the issuance of the Series 2026 Bond this Bond Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Bondholder, nor shall the Authority pass any proceedings in any way adversely affecting the rights of the Bondholder, so long as the principal of the Series 2026 Bond authorized by this Bond Resolution, or the interest thereon, shall remain unpaid; provided, however, that this

covenant shall not be construed as prohibiting modifications hereof or amendments hereto to the extent and in the manner as provided in Article IX hereof.

Section 10.5. No Performance Audits or Reviews.

The Authority has determined that the costs of independent performance audits or performance reviews with respect to the Series 2026 Bond and the application of the proceeds thereof are unwarranted, and that no such performance audits or reviews are to be required. Notice to the public of the waiver of such performance audits or reviews is to contain an appropriate statement of such waiver.

Section 10.6. Notice.

All communications provided for herein shall be in writing and shall be sufficiently given and served upon the Authority or the City if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the Authority: City of Roswell Public Facilities Authority
38 Hill Street
Roswell, Georgia
Attention: Chairman

With a copy to:

David Davidson, Esq.
38 Hill Street
Roswell, Georgia

If to the City: City of Roswell, Georgia
38 Hill Street
Roswell, Georgia
Attention: Mayor

With a copy to:

David Davidson, Esq.
38 Hill Street
Roswell, Georgia

If to the Purchaser: Webster Bank, National Association
360 Lexington Avenue, 5th Floor
New York, New York 10017
Attention: Public Sector Finance

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.7. Payments Due on Saturdays, Sundays, and Holidays.

When the date on which any payment is due hereunder shall not be a Business Day, then such payment may be made on the next succeeding Business Day with the same force and effect as if made on the date fixed for such payment and no additional interest shall accrue because of such payment occurring on said next Business Day.

Section 10.8. Laws Governing Resolution.

The effect and meaning of this Bond Resolution and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of Georgia.

Section 10.9. Captions.

The captions and headings in this Bond Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Bond Resolution.

Section 10.10. Immunity of Members, Officers, and Employees of Authority.

No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Authority contained in this Bond Resolution or in the Series 2026 Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise or agreement of the Authority contained in the Contract, against any member, officer or employee, as such, in his or her individual capacity, past, present or future, of the Authority or of any successor corporation, either directly or through the Authority or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Bond Resolution, the Series 2026 Bond, and the Contract are solely corporation obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such, past, present or future, of the Authority or of any successor corporation, either directly or by reason of the obligations, covenants, promises or agreements entered into between and among the Authority and the City to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Bond Resolution and the Series 2026 Bond, and as a condition of, and as a part of the consideration for, the adoption of this Bond Resolution and execution of the Series 2026 Bond, expressly waived and released. The immunity of members, officers and employees of the Authority under the provisions contained in this Section 10.10 shall survive the termination of this Bond Resolution.

Section 10.11. Repealer.

Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Bond Resolution shall be and the same hereby are repealed, and this Bond Resolution shall be in full force and effect from and after its adoption.

Section 10.12. Actions Approved and Confirmed.

All prior findings and determinations of the Authority with respect to the Series 2026 Bond, and all acts and doings of the officers, agents and employees of the Authority, which are in

conformity with the purposes and intents of this Bond Resolution and in the furtherance of the issuance of the Series 2026 Bond and the execution, delivery and performance of the agreements authorized by this Bond Resolution are, in all respects, approved and confirmed.

[END OF ARTICLE X]

This Bond Resolution adopted by the Authority on the 9th day of March, 2026.

**CITY OF ROSWELL PUBLIC
FACILITIES AUTHORITY**

By: _____
Chairman

(SEAL)

Attest:

Secretary

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

SCHEDULE 1

Debt Service Schedule

Exhibit A

FORM OF CONTRACT

[Attached.]

Exhibit B

FORM OF REQUISITION
(Project Fund)

Requisition No. _____
_____, 20____

[PROJECT FUND CUSTODIAN]
[ADDRESS]

Re: Disbursement From Project Fund Relating to City of Roswell Public Facilities Authority Revenue Bond (City of Roswell Projects), Series 2026

To the Addressee:

The undersigned authorized representative of the City of Roswell Public Facilities Authority (the "Authority") does hereby submit a requisition for a disbursement from the Project Fund established under the Resolution adopted by the Authority on March 9, 2026 (the "Bond Resolution"), relating to the captioned bond. The amount to be paid, the circumstances of such obligation and the name of the person, firm or corporation to whom payment is due is shown on Schedule 1 attached hereto. In connection with this requisition, the undersigned hereby certifies, as follows:

1. An obligation in the stated amount has been incurred, is a proper charge against the Project Fund and has not been paid.
2. A bill or statement of account for such obligation, or a copy thereof, is attached hereto or is on file in the office of the Chief Financial Officer of the City of Roswell, Georgia (the "City").
3. The undersigned has no notice of any vendor's, mechanic's or other liens or rights to liens, security interests, chattel mortgages, or conditional sales contracts which should be satisfied or discharge before such payment is made.
4. This requisition contains no item representing payment on account or any retained percentages which the City is, as of the date of this certification, entitled to retain.
5. Insofar as such obligation was incurred for work, materials, supplies or equipment, such work was actually performed or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose.

Attachment: Bond Resolution (Authority) Roswell PFA 2026_030926 M&C (PFA IGA 2026 Projects)

This ____ day of _____, 20 ____.

CITY OF ROSWELL PUBLIC FACILITIES
AUTHORITY

By: _____
Authorized Representative

Approved by
THE CITY OF ROSWELL, GEORGIA

By: _____
Authorized Representative

Attachment: Bond Resolution (Authority) Roswell PFA 2026__030926 M&C (PFA IGA 2026 Projects)

SECRETARY’S CERTIFICATE

The undersigned Secretary of the City of Roswell Public Facilities Authority, DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Authority at an open public meeting duly called and lawfully assembled, on the 9th day of March, 2026, authorizing the issuance of the City of Roswell Public Facilities Authority Revenue Bond (City of Roswell Projects), Series 2026 in the principal amount not to exceed \$13,400,000, the original of said resolution being duly recorded in the Minute Book of said Authority, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City of Roswell Public Facilities Authority, this the 9th day of March, 2026.

Secretary

Attachment: Bond Resolution (Authority) Roswell PFA 2026_030926 M&C (PFA IGA 2026 Projects)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10037

MEETING DATE: March 9, 2026

DEPARTMENT: Administration

ITEM TYPE: Ordinance

Approval of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes. (First Reading)

Item Summary:

This is the First Reading of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

Committee or Staff Recommendation:

On February 24, 2026, the Committees of Council recommended placing this Item on the March 9, 2026 Mayor and Council Agenda.

Financial Impact:

N/A

Recommended Motion:

Motion to approve the First Reading of an Ordinance to amend the Code of Ordinances of the City of Roswell, Georgia by amending Chapter 2 - Administration, Article 2.5 Code of Ethics; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

Presented by:

Joseph Cusack, Assistant City Attorney

STATE OF GEORGIA
FULTON COUNTY

First Reading:
Second Reading:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF ROSWELL, GEORGIA BY AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE 2.5 CODE OF ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority of the City Roswell, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, the duly elected governing authority of the City of Roswell, Georgia is the Mayor and Council thereof; and

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS, such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE, the Council of the City of Roswell, Georgia hereby ordains that the Code of the City of Ordinances of the City of Roswell, Georgia Chapter 2 Administration Article 2.5 Code of Ethics, is repealed in its entirety and replaced to read as follows:

CODE OF ETHICS

1. **Definitions.**
 - (a) Appointee shall be any person appointed to a City board, committee or commission by the City Council or Mayor.
 - (b) Mayor and City Councilmember shall be any person who is the current Mayor and a current member of the City Council.
 - (c) City staff shall be any person who is a full-time or part-time employee of the City, as well as any full-time or part-time employee of any independent contractor contracted to perform specific duties for, and on behalf of, the City.
 - (d) Family member means the spouse, mother, father, brother, sister, son or daughter of the Mayor or a City Councilmember or an appointee or the mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the Mayor or City Councilmember or an appointee.
 - (e) Financial interest means all direct ownership interests of the total assets or capital stock of a business entity where such ownership interest is ten percent or more.

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- (f) Government or City shall be construed to mean the City of Roswell, Georgia government.
- (g) Member shall include the Mayor and City Councilmembers and Appointees.
- (h) Substantial interest means the following: (i) funds received by the Member from the other person or entity during the previous 12 months either equal or exceed (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or (b) ten percent of the recipient's gross income during that period, whichever is less; or (ii) the Member is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

2. Prohibitions

All Members shall meet the following standards:

(a) Compliance with the law

Members shall comply with all laws of the United States, the State of Georgia, and the City in the performance of their public duties. These laws include but are not limited to: the United States and Georgia Constitutions; laws pertaining to conflicts of interest, elections, campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and written policies.

(b) Policy role of Members

Members shall respect and adhere to the structure of government of the City as outlined in the City's Charter and policies and procedures. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, committees, commissions, and City staff. Members shall not direct the activities of City staff, interfere with the day-to-day administrative functions of the City or the professional duties of the City staff, nor impair the ability of City staff to implement City Council policy decisions.

(c) Acceptance of gifts, benefits or remuneration

(i) Members shall not solicit or accept directly or indirectly anything of value from any person, corporation, or group which:

- (1) Has, or is seeking to obtain, contractual or other business or financial relationships with the City, unless: a Member's contractual relationship with such person, corporation, or group existed prior to the City's contractual relationship or prior to the Member's election or appointment to office; the Member, if in office at the time the contractual, business or financial relationship came before the City for consideration, disclosed such relationship or, if not in office at such time, has immediately disclosed the relationship to the City after being elected or appointed to office and becoming aware of the City's relationship with such person, corporation or group; the Member abstained from discussion of the City's consideration of entering a contract with such person,

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corporation, or group or competing vendor; the Member abstained from voting on any matter related to the relationship between such person, corporation, or group or the subject contract or services; and the Member did not make personal use of any official non-public information, as prohibited by Section (k) hereof;

(2) In exchange for the thing of value, seeks to have a Member exercise a matter of discretion in his or her favor; or

(3) In exchange for the thing of value, seeks to have interests which may be affected by the performance or nonperformance of the official duty of the Member.

(ii) Members shall not directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, benefit or thing of value for him/herself or another person if:

(1) It could reasonably be considered to influence the Member in the future, and the Member is involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large; or

(2) It could reasonably be considered to influence, benefit or reward the Member, and the Member recently has been, or is now or within six (6) months in the future, involved in any official act or action which results in a pecuniary benefit for the donor or lender which is not available to the public at large.

(iii) The above prohibitions shall not apply in the case of:

(1) Occasional nonpecuniary gift of insignificant trinkets or gifts such as a calendar, memento or pen received in the normal course of business with a value of less than one hundred dollars (\$100.00) and admission to and or consumption of food and beverages at a breakfast, lunch, dinner, function or event;

(2) Award publicly presented in recognition of public service;

(3) Transaction authorized by and performed in accordance with O.C.G.A. § 16- 10-6 as now or hereafter amended;

(4) A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such loan or financial transaction; or

(5) Campaign contributions made and reported in accordance with Georgia laws.

(6) Any gift, loan, favor, promise or thing of value from a Family member.

(d) Conflict of Interest

(i) A Member may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the Member has a substantial interest.

(ii) A Member who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through

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the city.

(iii) Where the interest of a Member in the subject matter of a vote or decision is remote or incidental, the Member may participate in the vote or decision and need not disclose the interest.

(t) Use of Public Property

A Member shall not use City property of any kind for other than officially approved activities, nor shall he or she direct City staff to use such property for these purposes.

(g) Coercion by Members

A Member shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him or her or a family member, or those with whom a Member has a financial interest.

(h) Voting in matters of personal interest

A Member shall not vote on an ordinance or amendment for a specific item in a City Council meeting that would directly affect his or her private business. Provided, however, that in the event of an ordinance of general application or a matter of City-wide application, or in the event such vote would be proper under the City Charter such Member shall disclose such interest and, following such disclosure, shall be allowed to vote on such matter and such vote shall not constitute a violation of these rules and shall not be the subject matter of an ethics complaint hereunder.

(i) Unauthorized use of City staff

A Member shall not use his or her superior position to unduly pressure or request or otherwise require a member of the City staff to:

- (i) Do clerical work on behalf of a family member, business, social, church or fraternal interests;
- (ii) Purchase goods and services to be used for personal, business or political purposes; and
- (iii) Work for him or her personally without offering him or her just compensation.

G) Restrictions on contracts with former Members

The City shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period a Member, unless the contract is awarded by a competitive bid or a committee selection process.

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(k) Improper Use of Official Non-Public Information

Members shall not directly or indirectly make use of, or permit others to make use of, official information, which at the time of its disclosure is not subject to being made available to the general public, for the purpose of furthering a private interest regardless of whether the private interest belongs to the Member or a third party.

(l) Unauthorized Attempts to Bind the City

Members shall not order any goods and services for the City without prior official authorization for such an expenditure, nor shall Members attempt to obligate the city nor give the impression of obligating the city without proper prior authorization to purchase or otherwise be liable for any goods, services or property.

(m) Improper Influence in City Judicial Matters

No Member shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Roswell nor shall any Member engage in ex parte communication with a municipal court judge of the City of Roswell on any matter pending before the Municipal Court of the City of Roswell.

(n) Retaliatory Action Against City Employees

No Member shall attempt to influence or take any adverse employment action against a City employee due to such City employee's provision of truthful information about such Member or any other Member, including any information that forms a part of a Complaint or Answer submitted under this Code of Ethics or which is provided pursuant to an investigation or hearing conducted in accordance with this Code of Ethics.

3. Receipt of Complaints

- (a) All verified complaints against Members shall be filed with the city clerk, provided, however, to discourage the filing of ethics complaints solely for political purposes, verified complaints will not be accepted against a person seeking election as a Member, whether currently serving as a Member or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing verified complaints will not run during this period and be tolled from the date of filing. Properly filed verified complaints will be accepted and processed after the election results have been certified.
- (b) No action may be taken on any complaint which is filed later than one (1) year after a violation of this Code of Ethics is alleged to have occurred, and a complaint alleging a violation must be filed within six (6) months from the date the complainant knew or should have known of the action alleged to be a violation; such limitation periods to be measured from the date of the last act occurring in furtherance of such violation. No proceedings under this article shall be instituted or

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prosecuted after the earlier of: (i) the expiration of the term of office of the person complained against; or (ii) the resignation, death, vacancy, disqualification or withdrawal from office of the person against whom a complaint is filed.

- (c) No action may be taken on any complaint which arises out of substantially the same facts or circumstance which have previously served as the basis for a complaint pursuant to this Ordinance.
- (d) A separate complaint shall be filed for each person alleged to have engaged in any activity violating this Ordinance even if the allegations arise from the same factual basis. Each complaint shall state: (i) a separate count for each alleged violation; (ii) the specific section of state law, the City Charter, or this Ethics Ordinance alleged to be violated for each count; (iii) with specificity, the facts which are alleged to constitute the violation; and (iv) the documentary evidence which the charging party possesses. Copies of said documentary evidence shall be attached to the complaint as exhibits.
- (e) All verified complaints shall contain an oath that the facts set forth therein are true and correct to the best of the complainant's knowledge in substantially the following form:

{Form Contained on Following Page}

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"STATE OF GEORGIA
COUNTY OF FULTON

AFFIDAVIT

Personally appeared before the undersigned officer duly authorized to administer oaths. (Name of person filing complaint), who on oath deposes that the statements in the foregoing Complaint are true and correct to the best of his/her knowledge and belief. The affiant further acknowledges that false statements made in this application may result in a prosecution against them for false swearing, a felony under O.C.G.A. 16-10-71.

(Signature of person filing complaint)

Sworn to and subscribed

before me this _____ day of _____, 20____ _

Notary Public"

- (f) Upon receipt of a complaint, the City Clerk will deliver a copy of the complaint to the City Administrator.

4. Appointment of Hearing Officer, Service of Complaint, Burden of Proof

(a) All complaints filed hereunder shall be heard before a Hearing Officer who: (i) shall be a competent attorney at law of good standing in his or her profession, (ii) shall have at least five (5) years' experience in the practice of law, and (iii) shall not maintain an office within a ten (10) mile radius of the City of Roswell, Georgia, measured from the nearest border of the city to their office, (iv) shall not reside in Roswell, Georgia, (v) shall not have a familial relationship with any member, and (vi) shall not have a business relationship with any member or have a contractual relationship with the city, excluding the City Attorney's Office. The City Clerk shall maintain a listing of no less than five (5) qualified attorneys to serve as a Hearing Officer pursuant to this section. Upon receipt of a properly verified complaint, the City Clerk shall draw names randomly from the listing of qualified Hearing Officers and appoint the first one who is available to serve in the matter. Once a Hearing Officer is appointed, no Member shall communicate with or otherwise contact the Hearing Officer, except as authorized herein, unless such Member is the complainant or the Member charged in the Complaint; however, no party to a Complaint shall engage in ex parte communications with the Hearing Officer.

(b) Original pleadings shall be filed with the City Clerk and the City Clerk shall cause the complaint to be served on the Member charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory

Attachment: Roswell Code of Ethics Proposed Draft 3.4 Final Version_030926 M&C (Ethics Ordinance)

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overnight delivery.

(c) In all proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this Ordinance shall be beyond a reasonable doubt.

5. **Hearing**

(a) The Member charged in the Complaint shall have fifteen (15) calendar days to file an answer to the complaint provided; however, the Member charged shall have no obligation to file an answer to any complaint.

(b) Upon the expiration of the fifteen (15) calendar day answer period, the Hearing Officer shall review the complaint and answer, if any, to determine: (i) whether the complaint is in conformity of the requirements of Section 3 above, (ii) whether upon consideration of the complaint and answer, the complaint is unjustified, frivolous, patently unfounded, or (iii) whether upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this Ordinance.

(c) If the complaint fails based upon the requirements of the foregoing subsection (b), the Complaint shall be dismissed stating the basis for said dismissal. If the dismissal is based upon the failure to comply with Sections 3(d) or 3(e), the Complaining party shall have fifteen (15) calendar days to refile the complaint correcting the defect. If the corrected complaint is not filed within said fifteen (15) calendar day period, the provisions of section 3(c) shall apply to the complaint. If the complaint otherwise fails, the provisions of section 3(c) shall apply to the complaint.

(d) Upon a determination that the complaint should not be dismissed pursuant to the foregoing subsection (c), the Hearing Officer shall be empowered to collect evidence and information concerning any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the Hearing Officer may:

(i) First, seek such further information from the complainant or the Member charged through inquiry or written questions, provided, however the Member charged shall have no obligation to answer any inquiries; and make a further determination as to whether the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this Ordinance in accordance with Section 5(b) above. If it is determined that the complaint should not be dismissed pursuant to this subsection, then the provisions of Section 5(d)(ii) below shall apply; or

(ii) Conduct a hearing regarding the allegations set forth in the complaint. At any hearing, the Member who is the subject of inquiry shall have the right: (i) to representation by counsel at all stages of these proceedings, (ii) to written notice of the hearing at least ten (10) calendar days before the first hearing, (iii) to hear and examine the evidence and witnesses, (iv) to not testify, and (v) to submit evidence and call witnesses to

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oppose or mitigate the allegations. In all hearings held under this section, the rules of evidence applicable in civil cases shall apply.

(e) All investigations under this section shall be completed within forty-five (45) calendar days of the answer period, whether an answer is timely filed or not. Should the investigation not be completed in said period, the complaint will be deemed dismissed as a failure to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. Within seven (7) calendar days of the completion of the investigation, the Hearing Officer shall:

- (i) dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council, or
- (ii) prepare a report of findings and recommendations to the Mayor and City Council.
- (iii) Should the Hearing Officer determine to submit a report in the matter, the report shall consist of: (1) a written finding of facts; (2) a determination that the complaint establishes beyond a reasonable doubt that a violation has been committed, and if so, the specific violation and evidence supporting the same, and (3) a recommendation regarding the punishment for such violation.
- (iv) Any person violating any provision of this article is subject to:
 - (1) Public or private reprimand or censure by the city council
 - (2) Request for resignation by the city council
 - (3) Removal from office in accordance with all applicable state and local laws.
- (v) The Hearing Officer's written determination of findings and recommendations shall be delivered to the City Clerk who shall provide a copy to the City Administrator and the Mayor and Council and serve a copy on the complainant and Member charged by personal service, by certified mail, return receipt requested or by statutory overnight delivery. Such findings shall not be final until approved by vote of the City Council, as provided in Section 6.

6. Report to Mayor and Council

- (a) Upon receipt of findings and recommendations from the Hearing Officer, the Mayor and Council may:
 - (i) by simple majority accept the Findings and Recommendations of the Hearing Officer.
 - (ii) by simple majority accept the findings of fact and reject the recommended discipline, instead substituting its own discipline.
 - (iii) by a supermajority consisting of a majority of those present forming a quorum, plus one, reject the findings and recommendations and either: (1) dismiss the complaint, or (2) conduct its own hearing in substantial accordance with Section 5 hereof. Upon the completion of such hearing, the Findings and Recommendations of

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the Mayor and Council shall be binding.

(b) If the subject of the complaint is the Mayor or any City Councilmember, he or she will not be allowed to vote pursuant to this section or participate in any hearing held pursuant to this section other than as set forth and allowable by the Member charged, nor shall such position be counted for the purposes of establishing a quorum.

(c) Upon a final judgment and certification of the minutes of the meeting disposing of the matter, the City Clerk shall serve the respondent with a copy of the certified minutes and Findings and Recommendations by personal service, certified mail (return receipt requested) or by Federal Express or other overnight delivery service.

7. **Right To Appeal**

(a) Any Member or complainant adversely affected by the findings or recommendations of the City Council may obtain judicial review of such decision as provided in this Section.

(b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Fulton County within thirty (30) calendar days after the final action on a complaint pursuant to this Ordinance. The filing of such application shall act as supersedeas.

SO ORDAINED th.is _____ day of _____, 202_.

APPROVED,

Mary Robichaux, Mayor

ATTEST:

Nancy Saviano Long, City Clerk

SEAL:

APPROVED AS TO FORM:

David B. Davidson, City Attorney

Attachment: Roswell Code of Ethics Proposed Draft 3.4 Final Version__030926 M&C (Ethics Ordinance)



City of Roswell

Mayor and Council

AGENDA ITEM REPORT

ID # - 10337

MEETING DATE: March 9, 2026
DEPARTMENT: City Attorney's Report
ITEM TYPE: Closure

Recommendation to go into Closure at 5:30 PM on Monday March 23, 2026 to Discuss Personnel, Litigation and Real Estate.

Item Summary:

Recommendation to go into Closure at 5:30 PM on Monday March 23, 2026 to Discuss Personnel, Litigation and Real Estate.

Presented by:

David Davidson, City Attorney