



**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**

**Tuesday, May 26, 2026**

**7:00 PM**

**City Hall - Council Chambers**

**Welcome**

**Roll Call**

**Invocation/Moment of Silence - Pastor Justin Mason, World Harvest Church**

**Pledge of Allegiance**

**Mayor's Report**

- #10390 Recognition of Environmental / Public Works receiving the Georgia Association of Water Professionals Education Program of Excellence Gold Award and the Roswell Water Utility receiving the Water Treatment Plant of the Year and Water Treatment Plant Gold Platinum Award.**

*Presented by Brian Watson, Director of Environmental/Public Works*

**Consent Agenda**

- #10461 Approval of the minutes of the May 11, 2026 Mayor and Council Meeting.**

**Regular Agenda**

- #10391 Approval of the TSPLOST 2026 Project List.**
- #10346 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial. (Second Reading)**

*Presented by Jeannie Peyton, Planning and Zoning Director*

3. **#10347 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 3, Residential Districts, Section 3.4.- Allowed Uses, Section 3.4.2. - Use Table. (Second Reading)**  
*Presented by Jeannie Peyton, Planning and Zoning Director*
4. **#10243 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 9, Use Provisions, Section 9.6. - Industrial Uses, Section 9.6.6. - Warehouse and Distribution and Article 6, Employment Districts, Section 6.5. - Allowed Uses, Section 6.5.2. - Use Table. (Second Reading)**  
*Presented by Jeannie Peyton, Planning and Zoning Director*
5. **#10281 Approval of an Ordinance to amend the Unified Development Code (UDC), by modifying Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location. (Second Reading)**  
*Presented by Jeannie Peyton, Planning and Zoning Director*
6. **#10282 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 10 Site Development, Sec. 10.1. - Parking, Section 10.1.14. - Parking Lot Layout and Design. (Second Reading)**  
*Presented by Jeannie Peyton, Planning and Zoning Director*
7. **#10288 Approval of an Ordinance to amend the Code of Ordinances by modifying Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements. (Second Reading)**  
*Presented by Jeannie Peyton, Planning and Zoning Director*
8. **#10341 Approval of an Ordinance to amend the Code of Ordinances by modifying Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle. (Second Reading)**  
*Presented by Jeannie Peyton, Planning and Zoning Director*

**City Attorney's Report**

9. **#10449 Approval of a Resolution authorizing the transfer of land located at Bowen Road and Highway 92 to the Roswell Development Authority (RDA) and for the Mayor to execute all necessary documents to complete the transaction.**  
*Presented by David Davidson, Chief Legal Officer & City Attorney*
10. **#10458 Approval for the City Attorney to send a termination notice to Seer World LLC under section 6.1 of the Master Services Agreement.**  
*Presented by Jeffrey Leatherman, Deputy City Administrator*

11. #10463 Recommendation to go into Closure at 5:30 PM on Monday, June 8, 2026 to Discuss Personnel, Litigation and/or 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](mailto: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 # - 10390

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Environmental/Public Works

**ITEM TYPE:** Recognition

### **Recognition of Environmental / Public Works receiving the Georgia Association of Water Professionals Education Program of Excellence Gold Award and the Roswell Water Utility receiving the Water Treatment Plant of the Year and Water Treatment Plant Gold Platinum Award.**

#### **Item Summary:**

At the Georgia Association of Water Professionals (GAWP) Spring Conference & Industrial Symposium, the City of Roswell's Environmental/Public Works Department (EPW) received multiple awards including EPW's Environmental Educator for receiving the Education Program of Excellence Gold Award, and the Roswell Water Utility for receiving the Water Treatment Plant of the Year and Water Treatment Plant Platinum Award.

#### **Education Program of Excellence Gold Award**

The purpose of this award is to annually recognize superior public education programs highlighting creativity, inventiveness, and new programs implemented by utilities. This is the 2<sup>nd</sup> time EPW has received this award, receiving the award last year, 2025, as well. The City of Roswell's Environmental Educator is Liberti Gates.

#### **Water Treatment Plant of the Year Award**

This award recognizes Municipal Water Treatment Facilities that have been operated in an outstanding manner (categories based on facility size), given to the best managed, best operated facilities in the state of Georgia. To win, not only is the score considered, but all aspects of the facilities are evaluated such as safety, maintenance operations, documentation, lab operations and industrial monitoring. This year, Roswell's Water Treatment Plant won the 2026 Water Plant of the Year Award in the 1 MGD to 4.99 MGD category for Surface Water plants. This is the 5<sup>th</sup> year in a row the Roswell Water Utility has won this award, and the 6<sup>th</sup> in the past 7 years. Roswell Water Utility previously won this award in 2020, 2022, 2023, 2024 and 2025.

#### **Water Treatment Plant Platinum Award**

The Platinum Award recognizes water facilities that have received Gold Award for 5 consecutive years, which is having no permit violations for maximum contaminant levels (MCLs) or no National Pollutant Discharge Elimination System (NPDES) permit or pretreatment violations during the preceding calendar year. Only GAWP Corporate and Utility members are eligible for these awards. This is the 1<sup>st</sup> year that the Roswell's Water Treatment Plant has won the Platinum Award. The previous 4 years Roswell's Water Treatment Plant has won the Gold Award, which were in 2022, 2023, 2024, and 2025.

**Agenda Item (ID # 10390)**

**Presented by:**

Brian Watson, P.E. - Director Environmental/Public Works  
Chris Boyd - Water Utility Division Manager



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10461

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**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Administration

**ITEM TYPE:** Minutes

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**Approval of the minutes of the May 11, 2026 Mayor and Council Meeting.**

**Item Summary:**

Approval of the minutes of the May 11, 2026 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**

<b>Monday, May 11, 2026</b>	<b>7:00 PM</b>	<b>City Hall - Council Chambers</b>
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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 - Justin Ely, Lead Pastor, Christ Fellowship Church**

**Pledge of Allegiance - Lynne Lindsay, Roswell Rotary Club**

**Mayor's Report**

**1. #10440 Presentation of the 27th Annual Roswell Remembers Memorial Day Celebration by the 2026 Roswell Memorial Day Committee and Roswell Rotary Club.**

*The 2026 Roswell Memorial Day Committee and Roswell Rotary Club were in attendance for a presentation of the 27th Annual Roswell Remembers Memorial Day Celebration in honor of the lives of men and women lost in service to the United States Armed Forces. David Young, Chairman of the Committee, provided an overview of the Celebration that will take place on Monday, May 25<sup>th</sup> at Roswell City Hall. This annual celebration is a 27-year partnership between the Roswell Rotary Club and the City of Roswell. The ceremony will include the presentation of colors, Honor Guard display, singing of the national anthem and a POW/MIA tribute.*

*This year's guest speaker is Retired United States Army Lt. Colonel Cary S. King, who served in the U.S. Army and National Guard for 24 years and was deployed to Vietnam for almost two years in both Infantry and Artillery as a Captain. Mr. King was nominated for the Georgia Veterans HOF in 2021 for Valor.*

*Mary Lou Austin, longest serving Executive Director of the USO Georgia, will lay the wreath. Ms. Austin's journey with the USO began in 1967. She exemplifies unwavering commitment and support for service members and their families around the world.*

*Following the presentation, a video from the previous year's ceremony was shown.*

2. **#10450 Approval of a Memorandum of Understanding with the Georgia Department of Veterans Service, and the Georgia Veterans Service Foundation to collaborate on the planning, funding, and development of a new veteran's home to be located in the City of Roswell, Georgia at a location to be determined.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Eren Brumley, Councilmember
<b>SECONDER:</b>	Sarah Beeson, Councilmember
<b>IN FAVOR:</b>	Beeson, Brumley, Hall, Phillippi, Sells, Zack

### Consent Agenda

<b>RESULT:</b>	<b>CONSENT AGENDA APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Chris Zack, Councilmember
<b>SECONDER:</b>	Jennifer Phillippi, Councilmember
<b>IN FAVOR:</b>	Beeson, Brumley, Hall, Phillippi, Sells, Zack

1. **#10436 Approval of the minutes of the April 27, 2026 Mayor and Council Meeting.**
2. **#10399 Approval of a Retaining Wall over 6 feet for First Baptist Roswell Church (ZMCC-0326-000006).**
3. **#10409 Approval to pursue a grant from the Federal Highway Administration (FHWA) from the Safe Streets and Roads for All (SS4A) program.**
4. **#10427 Approval of a Resolution to submit a Local Road Assistance Administration (LRA) project list for FY 2026 to the Georgia Department of Transportation (GDOT) and to accept the GDOT LRA funds with a budget amendment in the amount of \$1,221,801.94.**  
*Resolution No. 2026-05-08*
5. **#10374 Approval for the Mayor or City Administrator to award a Task Order with Chatfield Contracting, Inc. for the Farm Trace Stormwater Construction Project in an amount not to exceed \$380,229.74.**
6. **#10375 Approval for the Mayor or City Administrator to award a Task Order with Utility Asset Management for the Holcomb Woods Parkway Stormwater Pipe Lining Project in an amount not to exceed \$88,405.**

Regular Agenda

1. **#10371 Approval of a text amendment to Articles 24.6, Adoption of Roswell Dredging Assistance Policy, Section 24.6.1 - Dredging Assistance Policy of the City of Roswell Code of Ordinances. (Second Reading)**

*Ordinance No. 2026-05-03*

**RESULT:** APPROVED ON SECOND READING [UNANIMOUS]  
**MOVER:** Christine Hall, Councilmember  
**SECONDER:** Eren Brumley, Councilmember  
**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells, Zack

2. **#10397 Approval of a Conditional Use Permit for a Carriage House at 440 Houze Way (ZUSE-1225-000002).**

*Motion to approve the Conditional Use Permit with the condition that the applicant must plant an additional fourteen (14) trees.*

**RESULT:** APPROVED WITH CONDITIONS [4 TO 2]  
**MOVER:** Sarah Beeson, Councilmember  
**SECONDER:** Chris Zack, Councilmember  
**IN FAVOR:** Sarah Beeson, Eren Brumley, Jennifer Phillippi, Chris Zack  
**OPPOSED:** Christine Hall, Allen Sells

3. **#10346 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial. (First Reading)**

**RESULT:** APPROVED FIRST READING [5 TO 1]  
**Next:** 5/26/2026 7:00 PM  
**MOVER:** Allen Sells, Councilmember  
**SECONDER:** Sarah Beeson, Councilmember  
**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells  
**OPPOSED:** Chris Zack

4. **#10347 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 3, Residential Districts, Section 3.4.- Allowed Uses, Section 3.4.2. - Use Table. (First Reading)**

**RESULT:** APPROVED FIRST READING [UNANIMOUS]  
**Next:** 5/26/2026 7:00 PM  
**MOVER:** Sarah Beeson, Councilmember  
**SECONDER:** Eren Brumley, Councilmember  
**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells, Zack

5. **#10243 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 9, Use Provisions, Section 9.6. - Industrial Uses, Section 9.6.6. - Warehouse and Distribution and Article 6, Employment Districts, Section 6.5. - Allowed Uses, Section 6.5.2. - Use Table. (First Reading)**

*Motion to approve the First Reading of the Ordinance as amended by the Planning Commission.*

**RESULT: APPROVED FIRST READING [UNANIMOUS]**

**Next: 5/26/2026 7:00 PM**

**MOVER:** Allen Sells, Councilmember

**SECONDER:** Eren Brumley, Councilmember

**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells, Zack

6. **#10281 Approval of an Ordinance to amend the Unified Development Code (UDC), by modifying Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location. (First Reading)**

*Motion to approve the First Reading of the Ordinance to include the recommendations from the Planning Commission.*

**RESULT: APPROVED FIRST READING [UNANIMOUS]**

**Next: 5/26/2026 7:00 PM**

**MOVER:** Eren Brumley, Councilmember

**SECONDER:** Jennifer Phillippi, Councilmember

**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells, Zack

7. **#10282 Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 10 Site Development, Sec. 10.1. - Parking, Section 10.1.14. - Parking Lot Layout and Design. (First Reading)**

*Motion to approve the First Reading of the Ordinance to include the recommendations from the Planning Commission.*

**RESULT: APPROVED FIRST READING [UNANIMOUS]**

**Next: 5/26/2026 7:00 PM**

**MOVER:** Chris Zack, Councilmember

**SECONDER:** Eren Brumley, Councilmember

**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells, Zack

8. **#10288 Approval of an Ordinance to amend the Code of Ordinances by modifying Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements. (First Reading)**

**RESULT: APPROVED FIRST READING [UNANIMOUS]**

**Next: 5/26/2026 7:00 PM**

**MOVER:** Allen Sells, Councilmember

**SECONDER:** Eren Brumley, Councilmember

**IN FAVOR:** Beeson, Brumley, Hall, Phillippi, Sells, Zack

9. **#10341 Approval of an Ordinance to amend the Code of Ordinances by modifying Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle. (First Reading)**

<b>RESULT:</b>	<b>APPROVED FIRST READING [UNANIMOUS]</b> Next: 5/26/2026 7:00 PM
<b>MOVER:</b>	Eren Brumley, Councilmember
<b>SECONDER:</b>	Chris Zack, Councilmember
<b>IN FAVOR:</b>	Beeson, Brumley, Hall, Phillippi, Sells, Zack

### City Attorney's Report

10. **#10441 Approval of a Resolution authorizing the execution of the Legal Services Agreement related to AFFF/PFAS Litigation Services.**

*Resolution No. 2026-05-09*

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Sarah Beeson, Councilmember
<b>SECONDER:</b>	Eren Brumley, Councilmember
<b>IN FAVOR:</b>	Beeson, Brumley, Hall, Phillippi, Sells, Zack

11. **#10438 Recommendation to go into Closure following the Committee meeting on Tuesday, May 26, 2026, to Discuss Personnel, Litigation and/or Real Estate.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Chris Zack, Councilmember
<b>SECONDER:</b>	Allen Sells, Councilmember
<b>IN FAVOR:</b>	Beeson, Brumley, Hall, Phillippi, Sells, Zack

### Adjournment

The meeting was adjourned at 10:22 PM



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10391

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**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Transportation

**ITEM TYPE:** Approval of List

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#### Approval of the TSPLOST 2026 Project List.

**Item Summary:**

Staff will present the draft TSPLOST 2026 project list based on input from the Mayor and Council. The final list of Roswell Projects must be submitted to Fulton County by May 31, 2026.

**Committee or Staff Recommendation:**

On May 12, 2026 the Committees of Council recommended placing this Item on the May 26, 2026 Mayor and Council Agenda.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the TSPLOST 2026 Project List.

**Presented by:**

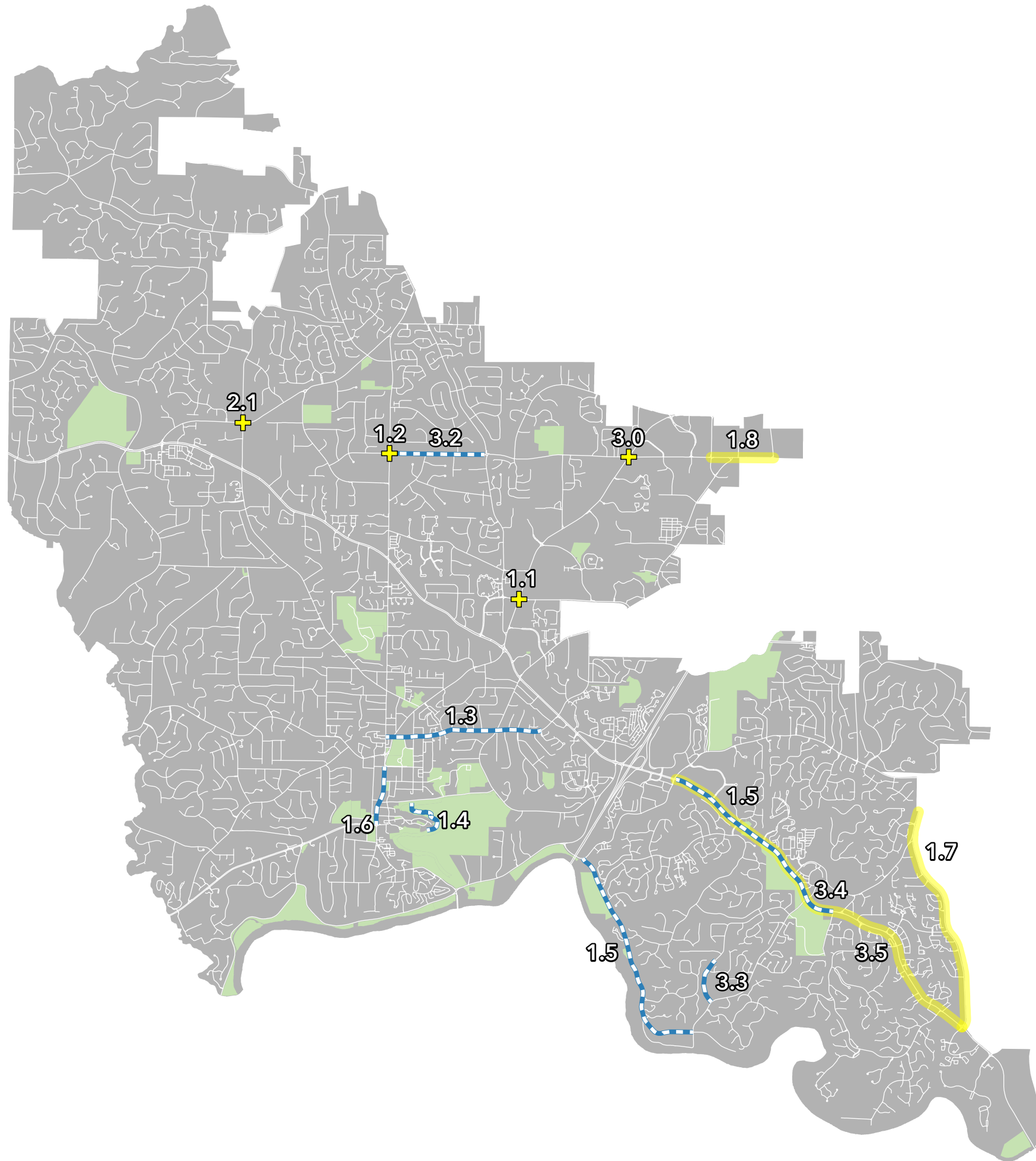
Andy Phlegar, P.E., Director of Transportation

# City of Roswell --- Final **DRAFT** TSPLOST 2026 Project List

- Projects scope listed below are for planning purposes only and will get refined with public input if TSPLOST referendum passes and project activities start
- Cost estimates are planning level only and are subject to change.
- Cost estimates include design, ROW and construction unless noted otherwise.

	Project Name	Project ID	Project Limits	Project Type	Description of Project (Subject to change)	Project Cost (Planning Level)
<b>TIER 1</b>	Citywide Resurfacing	1.0	Citywide Program	Programs /Project Mgmt.	Funding for resurfacing of roadways across the City of Roswell. This would be supplemental funding, with TSPLOST dollars adding to (not replacing) the City's existing annual resurfacing budget.	\$ 15,000,00
	Alpharetta Hwy (SR 9) at Mansell Road Intersection Improvement	1.1	Intersection Improvement	Operations and Safety	This project will examine signal timing improvements, and add a new pedestrian island in the northeast quadrant where dual right turn lanes exist.	\$ 70,00
	Crabapple Road at Hembree Road Intersection Improvement	1.2	Intersection Improvement	Operations and Safety	This project will examine feasibility of new intersection improvement that may include a roundabout at the intersection of Crabapple Road with Hembree Road and remove the existing signal.	\$ 6,800,00
	Norcross Street Multi-Use Trail	1.3	Canton Street to Pattingham Drive	Ped/Bike	This project will build a multi-use trail along Norcross Street, where feasible. This will complete a loop of MUT.	\$ 8,700,00
	Vickery Creek Trail Rehabilitation (Off System Trail)	1.4	Oxbo Road to Waterfall by Mill Ruins	Ped/Bike	This project will rehabilitate the existing trail and potentially install two new pedestrian bridges (environmental approvals needed).	\$ 5,700,00
	East Roswell Loop Multi-Use Trail	1.5	Old Alabama Road to Eves Road	Ped/Bike	This project will install multi-use paths along Holcomb Bridge Road and Riverside Road to tie into existing multi-use paths on Old Alabama Road and Eves Road to create a loop trail system in east Roswell.	\$ 24,000,00
	Atlanta Street (SR 9) Sidewalk Improvements	1.6	SR 120 to Hill Street	Ped/Bike	Upgrade sidewalk accommodations on Atlanta Street (SR 9) and adjust utilities out of sidewalks.	\$ 3,000,00
	Nesbit Ferry Road Corridor Improvements	1.7	SR 140 to Old Alabama Road	Operations and Safety	This project will consider pedestrian, operational, and safety improvements along Nesbit Ferry Road. This is a joint project with the City of Johns Creek.	\$ 7,000,00
	Hembree Road Corridor Improvements	1.8	Wills Road to Maxwell Road	Operations and Safety	This project will improve traffic operations along Hembree Road. This is a joint project with the City of Alpharetta and True North 400. Conceptual work is currently underway through True North 400.	\$ 4,000,00
Bridge Repair	1.9	Citywide Program	Programs /Project Mgmt.	This program is for the replacement of bridges across the City based on their bridge rating such as Oxbo Rd @ Hog Wallow Creek and Old Holcomb Bridge Rd @ Big Creek.	\$ 10,000,00	
<b>Tier 1 Total</b>						<b>\$ 84,270,00</b>
<b>TIER 2</b>	Citywide Resurfacing	2.0	Citywide Program	Programs /Project Mgmt.	Funding for resurfacing of roadways across the City of Roswell. This would be supplemental funding, with TSPLOST dollars adding to (not replacing) the City's existing annual resurfacing budget.	\$ 10,000,00
	Hardscrabble Road at King Road Intersection Improvement	2.1	Intersection Improvement	Operations and Safety	This project will consider an intersection improvements that may include a roundabout at the intersection of Hardscrabble Road with King Road and remove the existing signal.	\$ 6,800,00
<b>Tier 2 Total</b>						<b>\$ 16,800,00</b>
<b>TIER 3</b>	Alpharetta Hwy (SR 9) at Hembree Road Intersection Improvement	3.0	Intersection Improvement	Operations and Safety	This project will examine the feasibility of new intersection improvements that may include adding right turn lanes from northbound Alpharetta Highway to eastbound Hembree Road and southbound Alpharetta Highway to westbound Hembree Road, upgrade the eastbound channelization island to the new GDOT specifications, and improve signal timing.	\$ 2,000,00
	Residential Traffic Calming	3.1	Citywide Program	Programs /Project Mgmt.	This project would provide funding to support data collection, location selection, design and installation of traffic calming features on residential streets	\$ 2,000,00
	Hembree Road Multi-Use Trail	3.2	Crabapple Road to Houze Road	Ped/Bike	The project will install a multi-use path along Hembree Road, where feasible.	\$ 4,500,00
	River Eves Elementary School Multi-Use Trail (Off System Trail)	3.3	Eves Road to Eves Circle	Ped/Bike	This project will build a multi-use greenway, where feasible.	\$ 3,200,00
	Holcomb Bridge Road (SR 140) Multi-Use Trail	3.4	Eves Road to Fouts Road	Ped/Bike	The project will install a multi-use path along Holcomb Bridge Road, where feasible. This will close a gap on Holcomb Bridge Road.	\$ 1,750,00
	Holcomb Bridge Road (SR 140) Median Islands	3.5	Old Alabama Road to Nesbit Ferry Road	Operations and Safety	This project will construct six median islands on Holcomb Bridge Road.	\$ 650,00
<b>Tier 3 Total</b>						<b>\$ 14,100,00</b>
<b>Overall Total</b>						<b>\$ 115,170,00</b>

Attachment: 2026 -05-18 Final Draft Tiered Project List\_ (TSPLOST 2026 Project List)



## Roswell TSPLOST 26 Potential Projects

- + Operations and Safety Projects (Intersections)
- Operations and Safety Projects (Roadways)
- Pedestrian and Bike Projects

**City-Wide Programs**

- 1.0 - Resurfacing
- 2.0 - Resurfacing
- 1.9 - Bridge Repair
- 3.1 - Residential Traffic Calming



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10346

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

### **Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial. (Second Reading)**

**Item Summary:**

This is the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial.

**Committee or Staff Recommendation:**

The Community Development Department recommends approval.

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On April 21, 2026 the Planning Commission recommended Denial, placing this Item on the May 11, 2026 Mayor and Council Agenda.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 9 Use Provisions, Section 9.7 Accessory Uses, Section 9.7.12 Horse Stable, Non-Commercial.

**Presented by:**

Jeannie Peyton, Planning and Zoning Director



### Memo

To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Unified Development Code**  
Section 9.7.12 Horse Stable, Non-Commercial

This is a proposed text amendment to Section 9.7.12 of the Unified Development Code (UDC).

The purpose of this revision is to allow the keeping of horses on R-18 property over 15 acres in size, as a limited use.

The revision also states that, any accessory building or structure related to the keeping of horses must be located a minimum of 150 feet from any property zoned or used for residential purposes, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and a minimum of 100 feet from any property zoned or used for residential purposes, for parcels in the RS-18 zoning district. Alternatively, any accessory building or structure related to the keeping of horses, in the RS-18 zoning district, may be located a minimum of 50 feet from any property zoned or used for residential purposes, with additional screening provided.

- i. a 40 foot planted buffer subject to Sec. 10.2.5; or
- ii. a 20 foot screening buffer subject to 10.2.5 and a 6-foot-tall fence subject to 10.2.10.

### **Public Hearing – Planning Commission**

Planning Commission heard proposed text amendment on Tuesday, April 21, 2026. They recommended denial. They stated they believed the case would be better suited as a rezoning for individual properties.

The Community Development Department recommends approval of this text amendment.

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

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading: May 26, 2026

**ORDINANCE TO AMEND ARTICLE 9 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING HORSE STABLE, NON-COMMERCIAL**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 9, Use Provisions, Section 9.7. - Accessory Uses, Section 9.7.12. - Horse Stable, Non-Commercial, of the Unified Development Code (UDC), which shall read as follows:

1.

**9.7.12. - Horse Stable, Non-Commercial**

- A. Defined.** A structure for sheltering horses for the use and enjoyment of residents of the property.
- B. Use Standards.** Where a horse stable is allowed as a conditional use, it may be permitted subject to Sec. 13.4. and the standards below. Where a horse stable is allowed as a limited use, it is subject to the following:
1. The horse stable may only be used for non-commercial, personal purposes;
  2. The minimum lot size for the keeping of horses is;
    - a. 2 acres, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and
    - b. 15 acres, for parcels in the RS-18 zoning district.
  3. No more than three horses may be kept on the two acres;
  4. An additional 0.5 acres is required for each additional horse kept beyond 3 horses; and
  5. Any accessory building or structure related to the keeping of horses must be located;
    - a. A minimum of 150 feet from any property zoned or used for residential purposes, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and

- b. A minimum of 100 feet from any property zoned or used for residential purposes, for parcels in the RS-18 zoning district. Alternatively, any accessory building or structure related to the keeping of horses, in the RS-18 zoning district, may be located a minimum of 50 feet from any property zoned or used for residential purposes, with the additional screening provided;
  - i. a 40 foot planted buffer subject to Sec. 10.2.5; or
  - ii. a 20 foot screening buffer subject to 10.2.5 and a 6 foot tall fence subject to 10.2.10.

2.

**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.

3.

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

4.

**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

**ORDINANCE TO AMEND ARTICLE 9 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING HORSE STABLE, NON-COMMERCIAL**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 9, Use Provisions, Section 9.7. - Accessory Uses, Section 9.7.12. - Horse Stable, Non-Commercial, of the Unified Development Code (UDC), which shall read as follows:

1.

Originally proposed TA in red

#### **9.7.12. - Horse Stable, Non-Commercial**

- A. Defined.** A structure for sheltering horses for the use and enjoyment of residents of the property.
- B. Use Standards.** Where a horse stable is allowed as a conditional use, it may be permitted subject to Sec. 13.4. and the standards below. Where a horse stable is allowed as a limited use, it is subject to the following:
1. The horse stable may only be used for non-commercial, personal purposes;
  2. The minimum lot size for the keeping of horses is ~~2 acres~~;
    - a. 2 acres, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and
    - b. 15 acres, for parcels in the RS-18 zoning district.
  3. No more than three horses may be kept on the two acres;
  4. An additional 0.5 acres is required for each additional horse kept beyond 3 horses; and
  5. Any accessory building or structure related to the keeping of horses must be located ~~a minimum of 150 feet from any property zoned or used for residential purposes;~~
    - a. A minimum of 150 feet from any property zoned or used for residential purposes, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and

- b. A minimum of 100 feet from any property zoned or used for residential purposes, for parcels in the RS-18 zoning district. Alternatively, any accessory building or structure related to the keeping of horses, in the RS-18 zoning district, may be located a minimum of 50 feet from any property zoned or used for residential purposes, with the additional screening provided;
  - i. a 40 foot planted buffer subject to Sec. 10.2.5; or
  - ii. a 20 foot screening buffer subject to 10.2.5 and a 6 foot tall fence subject to 10.2.10.

2.

**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.

3.

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

4.

**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

# Items for Mayor and City Council

May 11, 2026



# UDC Section 9.7.12

## Horse Stable, Non-Commercial

### Problem:

- Horse Stable, Non-Commercial is currently a Permitted, Limited Use on properties over 30,000 SF, that are Zoned RS-30, RS-87, and AG-43.
- There are five (5) properties located in the city that are over 15 acres and currently zoned RS-18;
  - RS-18 regulations require a lot size of 18,000 SF.
  - These 5 properties are over 653,400 SF, more than 30X the regulated size.
  - RS-18 properties do not permit Horse Stable, Non-Commercial as a Limited Use, not matter how large the property is.



# UDC Section 9.7.12 Horse Stable, Non-Commercial

Solution/Revision:

- Add Horse Stable, Non-Commercial as a Permitted, Limited Use that is regulated by UDC Section 9.7.12
- This would modify UDC Section 3.4.2. to add the L for “Limited Use” to the Use Table in Article 3 - Residential Districts of the UDC;

Use Category Specific Use	RESIDENTIAL												Definition/ Standards
	AG-43	RS-87	RS-30	RS-18	RS-12	RS-9	RS-6	RS-4	R-CC	R-TH	RM-2	RM-3	
Accessory Uses													
Helicopter landing area	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.10</a>
Home occupation	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.11</a>
Horse stable, non-commercial	L	L	L	L	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.12</a>
Kennel, hobby	L	L	C	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.13</a>
Livestock raising	L	L	L	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.14</a>

Solution/Revision:

- Modify UDC Section 9.7.12- Horse Stable, Non-Commercial;

## 9.7.12. - Horse Stable, Non-Commercial

**A. Defined.** A structure for sheltering horses for the use and enjoyment of residents of the property.

**B. Use Standards.** Where a horse stable is allowed as a conditional use, it may be permitted subject to Sec. 13.4. and the standards below. Where a horse stable is allowed as a limited use, it is subject to the following:

1. The horse stable may only be used for non-commercial, personal purposes;
2. The minimum lot size for the keeping of horses is ~~2 acres~~;
  - a. 2 acres, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and
  - b. 15 acres, for parcels in the RS-18 zoning district.
3. No more than three horses may be kept on the two acres;
4. An additional 0.5 acres is required for each additional horse kept beyond 3 horses; and



## Solution/Revision:

- Modify UDC Section 9.7.12- Horse Stable, Non-Commercial;

### 9.7.12. - Horse Stable, Non-Commercial

5. Any accessory building or structure related to the keeping of horses must be located ~~a minimum of 150 feet from any property zoned or used for residential purposes;~~
  - a. A minimum of 150 feet from any property zoned or used for residential purposes, for parcels in the AG-43, RS-87, and RS-30 zoning districts; and
  - b. A minimum of 100 feet from any property zoned or used for residential purposes, for parcels in the RS-18 zoning district. Alternatively, any accessory building or structure related to the keeping of horses, in the RS-18 zoning district, may be located a minimum of 50 feet from any property zoned or used for residential purposes, with the additional screening provided:
    - i. a 40 foot planted buffer subject to Sec. 10.2.5; or
    - ii. a 20 foot screening buffer subject to 10.2.5 and a 6 foot tall fence subject to 10.2.10.



# Planning Commission Recommendation

Planning Commission heard proposed text amendment on Tuesday, April 21, 2026.

They recommended denial. They stated they believed the case would be better suited as a rezoning for individual properties.



# Staff Recommendation

Staff recommends approval of the text amendment as proposed





## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10347

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

#### **Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 3, Residential Districts, Section 3.4.- Allowed Uses, Section 3.4.2. - Use Table. (Second Reading)**

**Item Summary:**

This is the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 3, Residential Districts, Section 3.4.- Allowed Uses, Section 3.4.2. - Use Table.

**Committee or Staff Recommendation:**

The Community Development Department recommends approval.

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On April 21, 2026 the Planning Commission recommended Denial, placing this Item on the May 11, 2026 Mayor and Council Agenda.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 3, Residential Districts, Section 3.4.- Allowed Uses, Section 3.4.2. - Use Table.

**Presented by:**

Jeannie Peyton, Planning and Zoning Director



### Memo

To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Unified Development Code**  
Section 3.4.2 Use Table for RS-18

This is a proposed text amendment to Section 3.4.2 of the Unified Development Code (UDC).

The purpose of this revision is to add “horse stable, non-commercial” to the RS-18 use table as a limited use. This will allow the keeping of horses on lots over 15 acres with certain restrictions.

#### **Public Hearing – Planning Commission**

Planning Commission heard proposed text amendment on Tuesday, April 21, 2026. They recommended denial. They stated they believed the case would be better suited as a rezoning for individual properties.

The Community Development Department recommends approval of this text amendment.

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

**ORDINANCE TO AMEND ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING HORSE STABLE, NON-COMMERCIAL**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 3, Residential Districts, Section 3.4.2. – Use Table, of the Unified Development Code (UDC), which shall read as follows:

1.

**3.4.2. - Use Table**

Use Category Specific Use	RESIDENTIAL												Definition/ Standards
	AG-43	RS-87	RS-30	RS-18	RS-12	RS-9	RS-6	RS-4	R-CC	R-TH	RM-2	RM-3	
Accessory Uses													
Accessory uses not otherwise listed below, as determined by the Zoning Director:	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.1.3</a>

Attachment: Ordinance UDC 3.4.2 - Use Table\_MCC 052626 (Second Reading) (Text Amendment UDC Section 3.4.2- Use Table for RS-18)

Accessory apartment, attached	C	L	L	L	L	—	—	—	—	—	—	—	Sec. <a href="#">9.7.1</a>
Carriage house (existing lot)	C	C	C	C	C	—	—	—	—	—	—	—	Sec. <a href="#">9.7.2</a>
Carriage house (lot subdivided after effective date of this code)	C	C	C	C	C	—	—	—	—	—	—	—	Sec. <a href="#">9.7.2</a>
Car wash	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.3</a>
Donation bin	—	—	—	—	—	—	—	—	—	—	—	L	Sec. <a href="#">9.7.4</a>
Drive-thru facility	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.5</a>
Family day care home	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.6</a>
Farmers' Market	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.7</a>
Garden	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.8</a>
Greenhouse, non-commercial	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.7.9</a>
Helicopter landing area	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.10</a>
Home occupation	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.11</a>
Horse stable, non-commercial	L	L	L	L	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.12</a>
Kennel, hobby	L	L	C	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.13</a>
Livestock raising	L	L	L	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.14</a>
Outdoor dining	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.15</a>

Outdoor display	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.16</a>
Outdoor kitchen	P	P	P	P	P	P	P	P	P	P	L	L	Sec. <a href="#">9.7.17</a>	
Outdoor storage, limited	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.18</a>
Outdoor storage, general	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.19</a>
Parking, on-site	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.7.21</a>
Poultry raising	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.22</a>
Recreational vehicle parking	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.23</a>
Solar panels, wind turbines, rainwater collection systems	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.7.24</a>
Swimming pool	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.25</a>

Attachment: Ordinance UDC 3.4.2 - Use Table\_MCC 052626 (Second Reading) (Text Amendment UDC Section 3.4.2- Use Table for RS-18)

2.

**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.

3.

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

4.

**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: Ordinance UDC 3.4.2 - Use Table\_MCC 052626 (Second Reading) (Text Amendment UDC Section 3.4.2- Use Table for RS-18)

**ORDINANCE TO AMEND ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING HORSE STABLE, NON-COMMERCIAL**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 3, Residential Districts, Section 3.4.2. – Use Table, of the Unified Development Code (UDC), which shall read as follows:

- 1.

Originally proposed TA in red

**3.4.2. - Use Table**

Use Category Specific Use	RESIDENTIAL												Definition/ Standards
	AG-43	RS-87	RS-30	RS-18	RS-12	RS-9	RS-6	RS-4	R-CC	R-TH	RM-2	RM-3	
Accessory Uses													
Accessory uses not otherwise listed below, as determined by the Zoning Director:	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.1.3</a>

Attachment: Ordinance UDC 3.4.2 - Use Table\_MCC 051126 (Text Amendment UDC Section 3.4.2- Use Table for RS-18)

Accessory apartment, attached	C	L	L	L	L	—	—	—	—	—	—	—	Sec. <a href="#">9.7.1</a>
Carriage house (existing lot)	C	C	C	C	C	—	—	—	—	—	—	—	Sec. <a href="#">9.7.2</a>
Carriage house (lot subdivided after effective date of this code)	C	C	C	C	C	—	—	—	—	—	—	—	Sec. <a href="#">9.7.2</a>
Car wash	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.3</a>
Donation bin	—	—	—	—	—	—	—	—	—	—	—	L	Sec. <a href="#">9.7.4</a>
Drive-thru facility	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.5</a>
Family day care home	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.6</a>
Farmers' Market	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.7</a>
Garden	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.8</a>
Greenhouse, non-commercial	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.7.9</a>
Helicopter landing area	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.10</a>
Home occupation	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.11</a>
Horse stable, non-commercial	L	L	L	L	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.12</a>
Kennel, hobby	L	L	C	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.13</a>
Livestock raising	L	L	L	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.14</a>
Outdoor dining	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.15</a>

Outdoor display	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.16</a>
Outdoor kitchen	P	P	P	P	P	P	P	P	P	P	L	L	Sec. <a href="#">9.7.17</a>	
Outdoor storage, limited	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.18</a>
Outdoor storage, general	—	—	—	—	—	—	—	—	—	—	—	—	—	Sec. <a href="#">9.7.19</a>
Parking, on-site	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.7.21</a>
Poultry raising	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.22</a>
Recreational vehicle parking	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.23</a>
Solar panels, wind turbines, rainwater collection systems	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. <a href="#">9.7.24</a>
Swimming pool	L	L	L	L	L	L	L	L	L	L	L	L	L	Sec. <a href="#">9.7.25</a>

Attachment: Ordinance UDC 3.4.2 - Use Table\_MCC 051126 (Text Amendment UDC Section 3.4.2- Use Table for RS-18)

2.

**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.

3.

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

4.

**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: Ordinance UDC 3.4.2 - Use Table\_MCC 051126 (Text Amendment UDC Section 3.4.2- Use Table for RS-18)



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10243

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

**Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 9, Use Provisions, Section 9.6. - Industrial Uses, Section 9.6.6. - Warehouse and Distribution and Article 6, Employment Districts, Section 6.5. - Allowed Uses, Section 6.5.2. - Use Table. (Second Reading)**

**Item Summary:**

This is the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 9, Use Provisions, Section 9.6. - Industrial Uses, Section 9.6.6. - Warehouse and Distribution and Article 6, Employment Districts, Section 6.5. - Allowed Uses, Section 6.5.2. - Use Table.

**Committee or Staff Recommendation:**

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance as amended by the Planning Commission and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On April 21, 2026 the Planning Commission recommended approval with changes and placing this Item on the May 11, 2026 Mayor and Council Agenda.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 9, Use Provisions, Section 9.6. - Industrial Uses, Section 9.6.6. - Warehouse and Distribution and Article 6, Employment Districts, Section 6.5. - Allowed Uses, Section 6.5.2. - Use Table as recommended by Planning Commission.

**Presented by:**

Jeannie Peyton, Planning and Zoning Director



To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Unified Development Code**  
Section 9.6.6. – Warehouse and Distribution and Section 6.5.2. – Use  
Table

Enclosed please find the proposed amendment to the Unified Development Code, UDC, for ARTICLE 9. – USE PROVISIONS, Sec. 9.6.6. – Warehouse and Distribution and ARTICLE 6. – EMPLOYMENT DISTRICTS, Sec. 6.5.2.-Use Table.

Staff is bringing a text amendment forward for Planning Commission consideration and Mayor and Council approval, that is a revision of the Use Provision for “Warehouse and Distribution” and makes the “Industrial Use, All warehouse and distribution”, a conditional use in the IX, Industrial Flex, Zoning District.

Please reference the attached items for:

UDC ARTICLE 9. – USE PROVISIONS,  
Sec. 9.6.6. – Warehouse and Distribution,  
the revision of 9.6.6. A. Defined, and  
the addition of 9.6.6.C. Use Standards

UDC ARTICLE 6. – EMPLOYMENT DISTRICTS,  
Sec. 6.5.2.-Use Table,  
the modification of Industrial Uses, All warehouse and distribution in IX

### **Public Hearing – Planning Commission**

Planning Commission heard proposed text amendment on Tuesday, April 21, 2026. They recommended approval, with changes. Those changes are reflected in the ordinance attached to this agenda item.

The Community Development Department recommends approval of this text amendment with the recommended changes from the Planning Commission.

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading: May 26, 2026

**ORDINANCE TO AMEND CHAPTER 9 AND CHAPTER 6 OF THE UNIFIED  
DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING WAREHOUSE  
AND DISTRIBUTION**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 9, Use Provisions of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 9.6.6, Warehouse and Distribution which shall read as follows:

1.

**Sec. 9.6.6. - Warehouse and Distribution**

- A. Defined.** A facility involved in the storage or movement of physical goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers.
1. Warehouse and Distribution explicitly excludes the following:
    - a. Data and digital storage centers
    - b. Trailer or box-truck storage as a primary, stand-alone use.
  2. Warehouse and Distribution includes the following:
    - a. Bulk storage, including nonflammable liquids, cold storage plants, frozen food lockers, household moving and general freight storage.
    - b. Distribution of products and merchandise
    - c. Parcel services

- d. Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.
- e. Temporary trailer storage, drop-off lot.

**B. Use Standards.** Where warehouse and distribution is allowed as a limited use, it is subject to the following:

1. Outdoor areas used for the loading, parking, and storage of tractor trailers must be screened using a Type C or D buffer (see Sec. 10.2.4) along all shared property lines, except for abutting warehouse and distribution or light industrial use.
2. Outdoor areas used for the loading, parking, and storage of tractor trailers using a Type C or D buffer (See Sec. 10.2.4) along all property lines abutting a public right-of-way.

**C. Use Standards.** Where warehouse and distribution is allowed in IX – Industrial Flex as a conditional use, it is subject to the following:

1. Property must have direct vehicular access to a state highway.
2. Warehouse maximum size shall be 25,000 square feet, except warehouse size may exceed 25,000 square feet only if light manufacturing is the principal use on the site and the warehouse serves as accessory to production.

2.

**Chapter 6, Employment Districts of the Unified Development Code** of the City of Roswell, Georgia is hereby amended by modifying Section 6.5.2 Allowed Uses which shall read as follows:

Sec. 6.5.2 Use table

	OR-	OP-	IX-	IL-	Definition/Standards
<b>Industrial Uses</b>					
All light industrial, except as listed below:	—	—	P	P	9.6.1.A.
Contractors storage	—	—	L	L	9.6.1.C.
Detention center, jail, prison (private)	—	—	—	C	9.6.1.D.
Distillery	—	C	C	C	9.6.1.E.
Microbrewery	—	—	P	P	9.6.1.F.
Winery	—	—	P	P	9.6.1.G.
All light manufacturing	C	P	P	P	9.6.2.A.
All research and development	P	P	P	P	9.6.3.A.
All self-service storage	—	—	—	P	9.6.4.A.
All vehicle service and repair, as listed below:					9.6.5.A.
Car wash	—	—	—	C	9.6.5.B.
Vehicle repair, minor	—	—	L	L	9.6.5.C.
Vehicle repair, major	—	—	L	L	9.6.5.D.
Vehicle repair, commercial vehicle	—	—	—	P	9.6.5.E.
All warehouse and distribution	—	—	C	P	9.6.6.A.

3.

**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.

4.

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

5..

**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

**ORDINANCE TO AMEND CHAPTER 9 AND CHAPTER 6 OF THE UNIFIED  
DEVELOPMENT CODE OF THE CITY OF ROSWELL REGARDING WAREHOUSE  
AND DISTRIBUTION**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 9, Use Provisions of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 9.6.6, Warehouse and Distribution which shall read as follows:

1.

Originally proposed TA in red; PC recommendation in blue

**Sec. 9.6.6. - Warehouse and Distribution**

A. **Defined.** A facility involved in the storage or movement of physical goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers.

1. Warehouse and Distribution explicitly excludes the following:

- a. Data and digital storage centers
- b. Trailer or box-truck storage as a primary, stand-alone use.

2. Warehouse and Distribution includes the following:

- a. Bulk storage, including nonflammable liquids, cold storage plants, frozen food lockers, household moving and general freight storage.
- b. Distribution of products and merchandise
- c. Parcel services

- d. Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.
- e. Temporary trailer storage, drop-off lot.

B. **Use Standards.** Where warehouse and distribution is allowed as a limited use, it is subject to the following:

1. Outdoor areas used for the loading, parking, and storage of tractor trailers must be screened using a Type C or D buffer (see Sec. 10.2.4) along all shared property lines, except for abutting warehouse and distribution or light industrial use.
2. Outdoor areas used for the loading, parking, and storage of tractor trailers using a Type C or D buffer (See Sec. 10.2.4) along all property lines abutting a public right-of-way.

C. **Use Standards.** Where warehouse and distribution is allowed in IX – Industrial Flex as a conditional use, it is subject to the following:

1. Property must have direct vehicular access to a state highway.
2. Warehouse maximum size shall be 25,000 square feet, except. ~~W~~warehouse size may exceed 25,000 square feet only if light manufacturing is the principal use on the site and the warehouse serves as accessory to production.

2.

**Chapter 6, Employment Districts of the Unified Development Code** of the City of Roswell, Georgia is hereby amended by modifying Section 6.5.2 Allowed Uses which shall read as follows:

Sec. 6.5.2 Use table

	OR-	OP-	IX-	IL-	Definition/Standards
<b>Industrial Uses</b>					
All light industrial, except as listed below:	—	—	P	P	9.6.1.A.
Contractors storage	—	—	L	L	9.6.1.C.
Detention center, jail, prison (private)	—	—	—	C	9.6.1.D.
Distillery	—	C	C	C	9.6.1.E.
Microbrewery	—	—	P	P	9.6.1.F.
Winery	—	—	P	P	9.6.1.G.
All light manufacturing	C	P	P	P	9.6.2.A.
All research and development	P	P	P	P	9.6.3.A.
All self-service storage	—	—	—	P	9.6.4.A.
All vehicle service and repair, as listed below:					9.6.5.A.
Car wash	—	—	—	C	9.6.5.B.
Vehicle repair, minor	—	—	L	L	9.6.5.C.
Vehicle repair, major	—	—	L	L	9.6.5.D.
Vehicle repair, commercial vehicle	—	—	—	P	9.6.5.E.
All warehouse and distribution	—	—	<del>P</del> C	P	9.6.6.A.

3.

**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.

4.

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

5..

**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

# Items for Mayor and City Council

## May 11, 2026



# Warehouse Regulations UDC Text Amendment



## Problem Statement

- Research regarding regulations for Data Centers revealed a need to distinguish “**Warehouse**” **uses** from data centers.
- The same review revealed a need to examine the economic strategy for the location of future warehouses or the conversion of existing office into warehouse uses, specifically for properties zoned as “Industrial Flex” (IX).
  - Warehouses serve an important economic function.
  - As a stand-alone use, however, they **do not generate employment activity**. Allowing warehouses on properties better suited for commercial or employment-intensive manufacturing represents lost opportunities for maximizing economic growth opportunities (i.e. an opportunity cost).



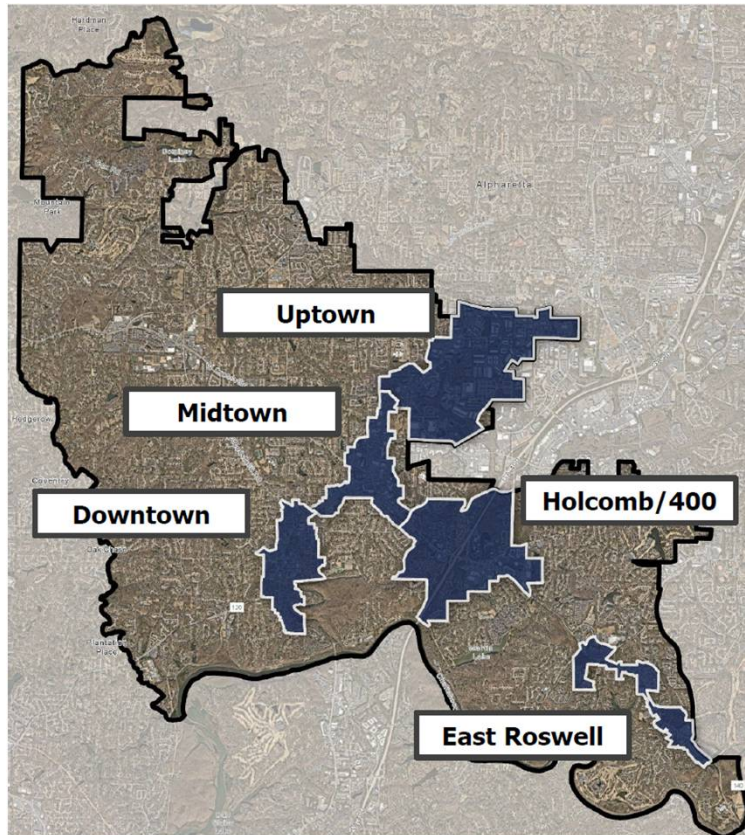
## Time Line

- **Jan 13<sup>th</sup>** : Committee Meeting. Mayor and Council initiated a text amendment
- **Apr 21<sup>st</sup>**: Planning Commission. Public Hearing.
- **May 11<sup>th</sup>**: Mayor and Council. Public Hearing and 1<sup>st</sup> Read.
- **May 25<sup>th</sup>** : Mayor and Council. 2<sup>nd</sup> Read.



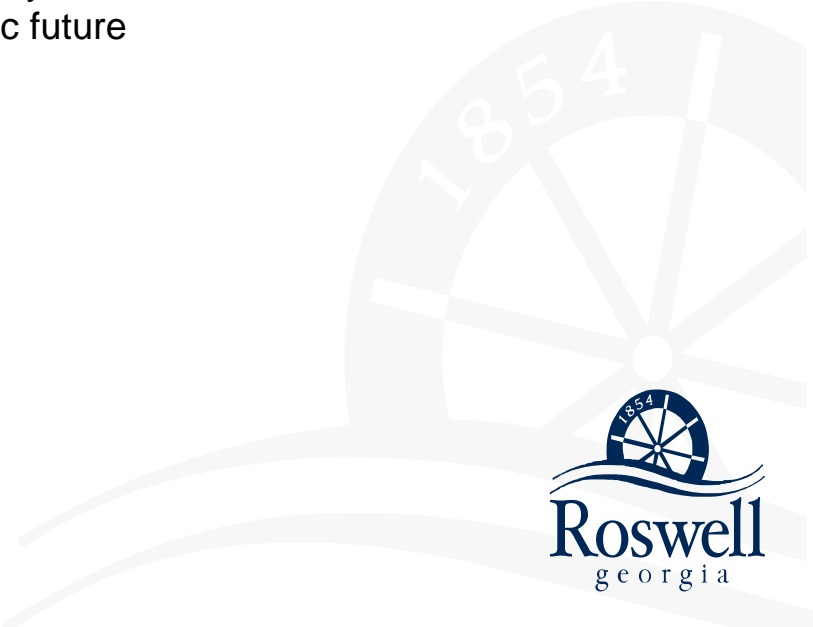
# What's at Stake?

## Economic Strategy: Target Development in 5 Activity Centers



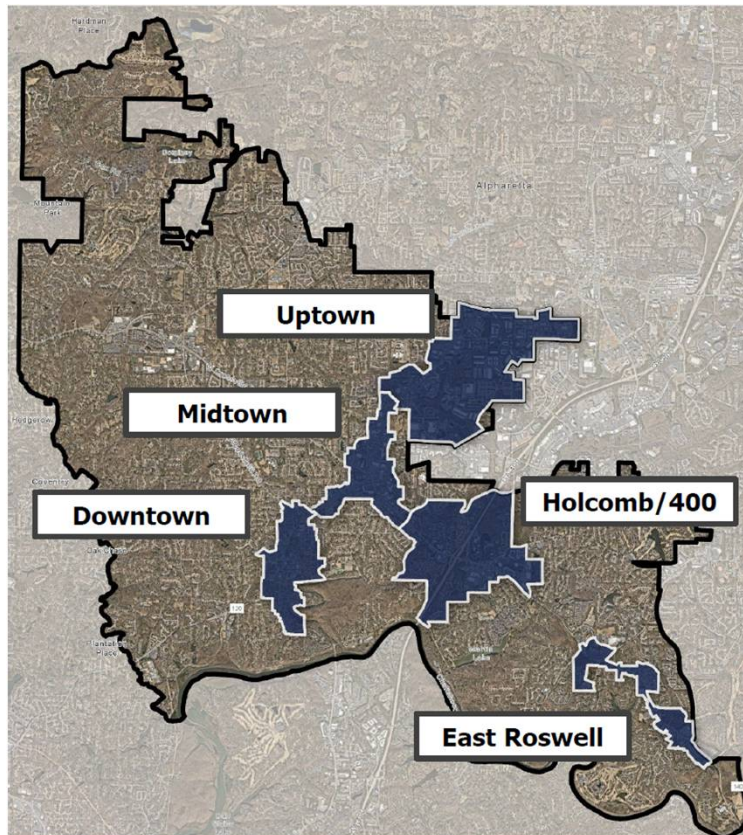
Roswell's economic future is tied to these five Activity Centers.

The "Core" areas within each are the keys to Roswell's economic future



# What's at Stake?

## Current Comprehensive Plan ("2040") Vision



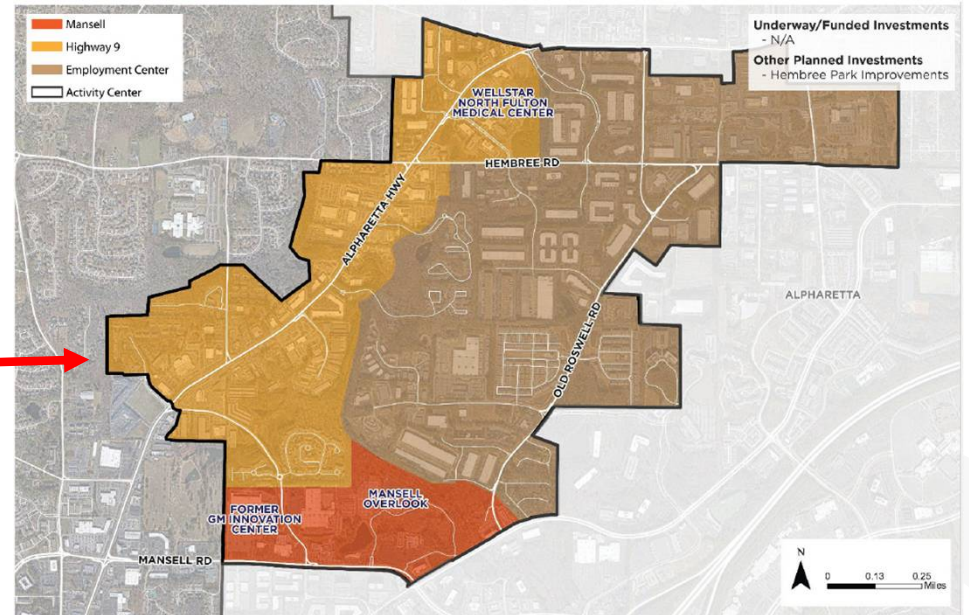
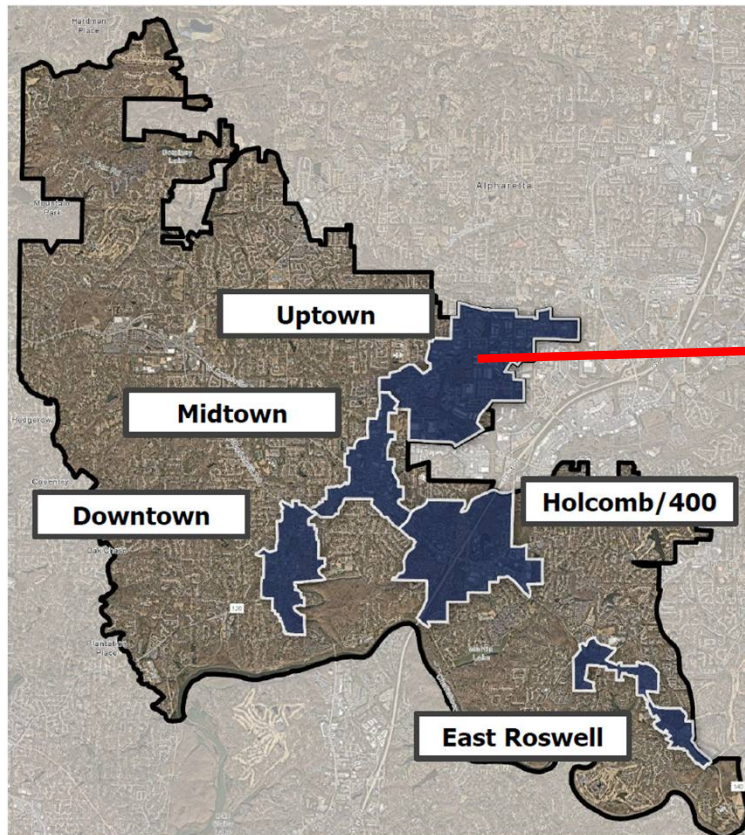
The new “Uptown” Activity Center is comprised of “Industrial/ Flex” and “Hwy 9 Corridor” in the current Comprehensive Plan.

### Industrial/Flex Vision:

“[I]ndustrial and heavy commercial development will continue...allowing transitions to new uses as economic demand changes. These new uses may include mixed residential and office development. [I]t is ideally situated to continue to function as an employment center”



# Comprehensive Growth Plan (2045): 5 Activity Centers

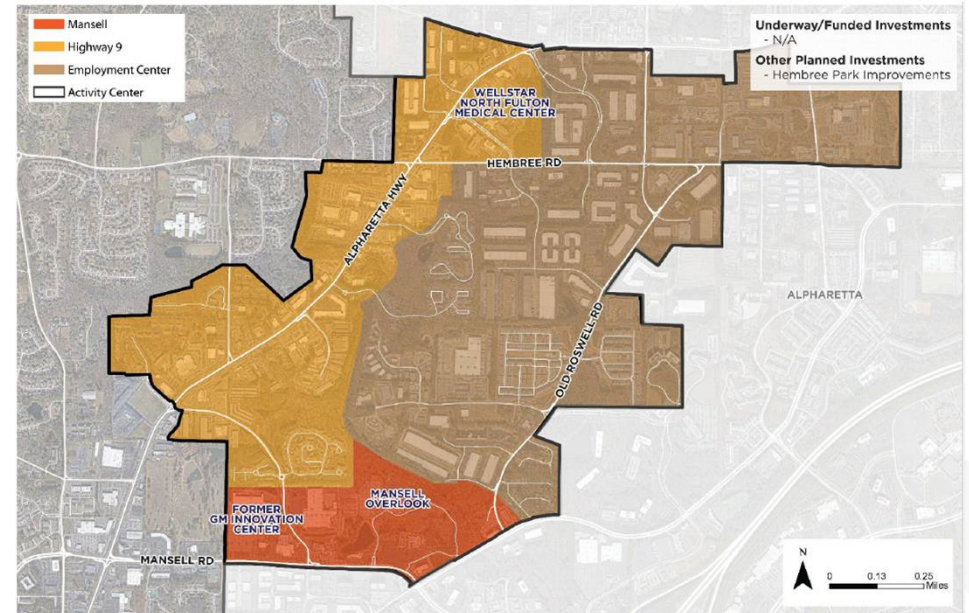


Uptown Activity Center



## Uptown Activity Center - Vision

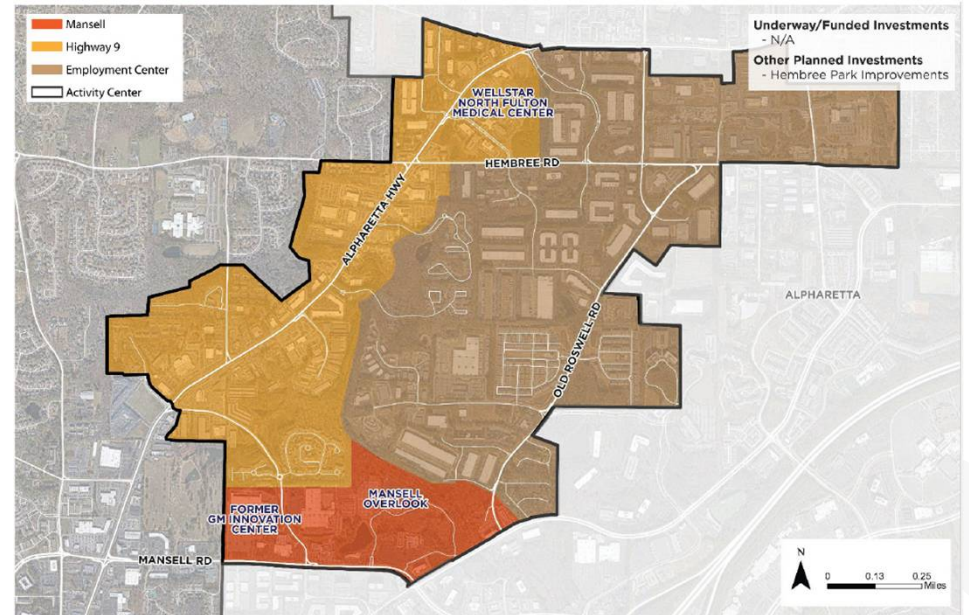
- **Major employment center**
- Northern gateway to the City
- Mix of healthcare, automotive, and industrial uses
- “Mansell” subarea has most redevelopment potential in this area
- “Highway 9” subarea is an automotive and commercial corridor and the northern gateway to the City
- “Employment Center” subarea is the primary jobs cluster within the City



Uptown Activity Center



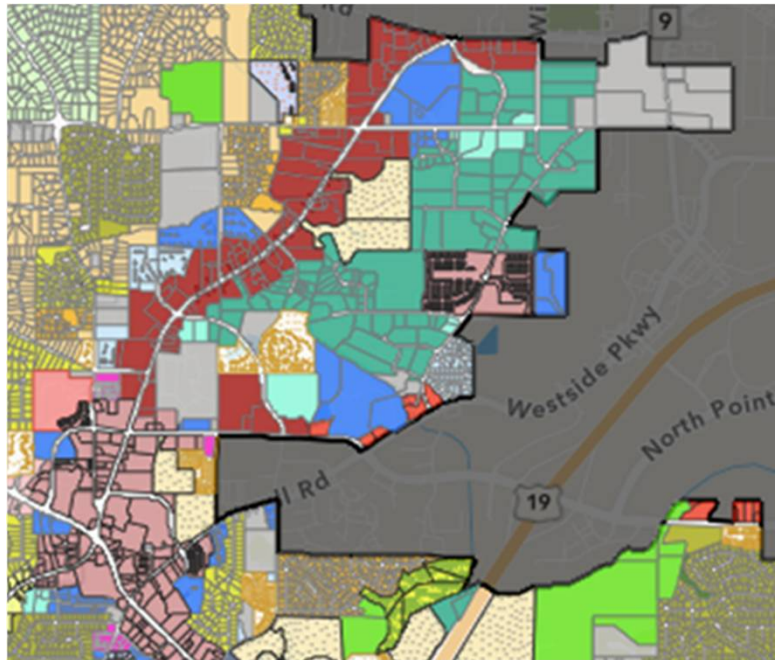
# Uptown Activity Center - Vision = Jobs




Uptown Activity Center

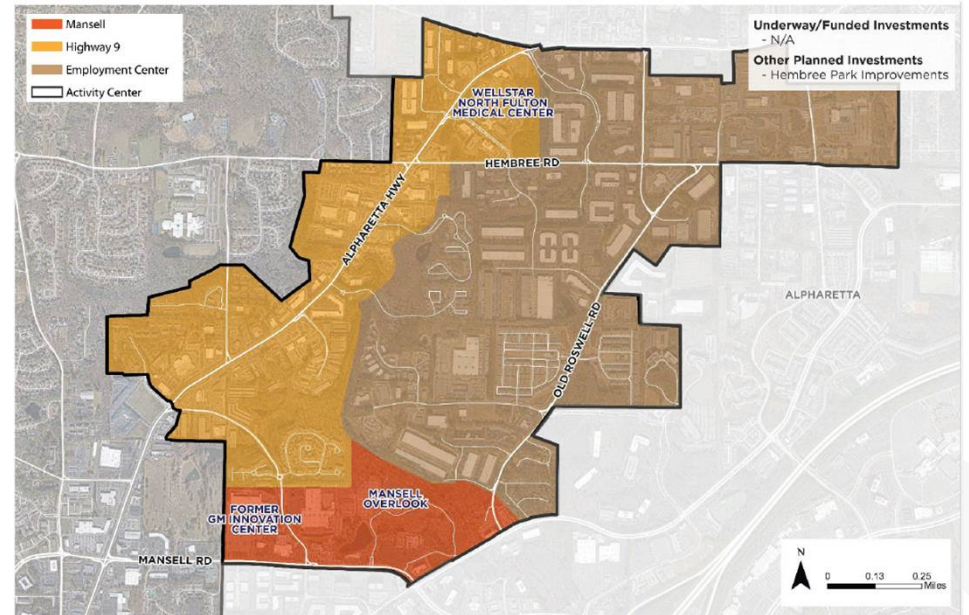


# Economic Strategy – Each parcel in Activity Center matters



Zoning Map  = Industrial Flex "IX" District

Zoning needs to implement the vision.  
Industrial Flex Zoning Mostly located in  
Uptown Activity Center



Uptown Activity Center



# Purpose of Text Amendment: 1<sup>st</sup> - Distinguish from Data Centers

**Chapter 9, Use Provisions of the Unified Development Code** of the City of Roswell, Georgia is hereby amended by modifying Section 9.6.6, Warehouse and Distribution which shall read as follows:

## Sec. 9.6.6. - Warehouse and Distribution

A. **Defined.** A facility involved in the storage or movement of physical goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers.

1. Warehouse and Distribution explicitly excludes the following:
  - a. Data and digital storage centers
  - b. Trailer or box-truck storage as a primary, stand-alone use.



# Purpose of Text Amendment: 2<sup>nd</sup> Maximize Employment Opportunities

**Chapter 9, Use Provisions of the Unified Development Code** of the City of Roswell, Georgia is hereby amended by modifying Section 9.6.6, Warehouse and Distribution which shall read as follows:

## Sec. 9.6.6. - Warehouse and Distribution

- A. **Defined.** A facility involved in the storage or movement of physical goods for themselves or other firms. Goods are generally delivered to other firms or the final consumer with little on-site sales activity to customers.
1. Warehouse and Distribution explicitly excludes the following:
    - a. Data and digital storage centers
    - b. Trailer or box-truck storage as a primary, stand-alone use.
  2. Warehouse and Distribution includes the following:
    - a. Bulk storage, including nonflammable liquids, cold storage plants, frozen food lockers, household moving and general freight storage.
    - b. Distribution of products and merchandise
    - c. Parcel services
    - d. Transfer and storage business where there are no individual storage areas or where employees are the primary movers of the goods to be stored or transferred.
    - e. Temporary trailer storage, drop-off lot.



## Purpose of Text Amendment: 3<sup>rd</sup> Conditional Use with Use Standards

C. Use Standards. Where warehouse and distribution is allowed in IX – Industrial Flex as a conditional use, it is subject to the following:

1. Property must have direct vehicular access to a state highway.
2. Warehouse maximum size shall be 25,000 square feet. Warehouse size may exceed 25,000 square feet only if light manufacturing is the principal use on the site and the warehouse serves as accessory to production.



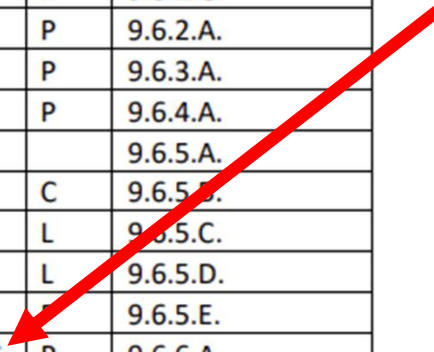
# Purpose of Text Amendment: 3<sup>rd</sup> Conditional Use with Use Standards

Chapter 6, Employment Districts of the Unified Development Code of the City of Roswell, Georgia is hereby amended by modifying Section 6.5.2 Allowed Uses which shall read as follows:

Sec. 6.5.2 Use table

	OR-	OP-	IX-	IL-	Definition/Standards
<b>Industrial Uses</b>					
All light industrial, except as listed below:	—	—	P	P	9.6.1.A.
Contractors storage	—	—	L	L	9.6.1.C.
Detention center, jail, prison (private)	—	—	—	C	9.6.1.D.
Distillery	—	C	C	C	9.6.1.E.
Microbrewery	—	—	P	P	9.6.1.F.
Winery	—	—	P	P	9.6.1.G.
All light manufacturing	C	P	P	P	9.6.2.A.
All research and development	P	P	P	P	9.6.3.A.
All self-service storage	—	—	—	P	9.6.4.A.
All vehicle service and repair, as listed below:					9.6.5.A.
Car wash	—	—	—	C	9.6.5.B.
Vehicle repair, minor	—	—	L	L	9.6.5.C.
Vehicle repair, major	—	—	L	L	9.6.5.D.
Vehicle repair, commercial vehicle	—	—	—	P	9.6.5.E.
All warehouse and distribution	—	—	P-C	P	9.6.6.A.

Text Amendment updates the Industrial Flex (“IX” zoning district to make Warehouse Distribution a Conditional Use with Use Standards for approval



## Planning Commission Recommendation: Approval with the changes shown below:

C. Use Standards. Where warehouse and distribution is allowed in IX – Industrial Flex as a conditional use, it is subject to the following:

1. Property must have direct vehicular access to a state highway.
2. Warehouse maximum size shall be 25,000 square feet, ~~except.~~ ~~W~~warehouse size may exceed 25,000 square feet only if light manufacturing is the principal use on the site and the warehouse serves as accessory to production.



## Staff Recommendation: Approval

Staff recommends approval of the Text Amendments to Section 6.5.2 Use Table and Section 9.6.6 of the Unified Development Code as recommended by the Planning Commission.





## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10281

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

**Approval of an Ordinance to amend the Unified Development Code (UDC), by modifying Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location. (Second Reading)**

**Item Summary:**

This is the second reading of an ordinance to amend the Unified Development Code (UDC), by modifying Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location

**Committee or Staff Recommendation:**

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance to include the recommendations from the Planning Commission and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On April 21, 2026 the Planning Commission recommended approval with changes and placing this Item on the May 11, 2026 Mayor and Council Agenda.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the second reading of an ordinance to amend the Unified Development Code (UDC), by modifying Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location as recommended by Planning Commission.

**Presented by:**

Jeannie Peyton, Planning and Zoning Director



### Memo

To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Unified Development Code (UDC)**  
Section 2.2.20 Residential Parking Location

This is a proposed text amendment to Section 2.2.20 of the UDC.

Staff has received complaints about residents parking cars, trailers, boats, etc. in the front yard-- on grass and in landscape areas. When Code Compliance investigates, residents dispute parking requirements for the front yard. The Ordinance currently refers to the "front setback"; there is confusion as to what that means.

Staff proposes the following revisions to the Ordinance:

- Change the word "setback" to "yard."
- Clarify that vehicles, including trailers and boats, can only be parked on a hard surface.
- Clarify that no parking is allowed on grass or landscaped areas.
- Add a reference to Section 10.1.14 for commercial parking.

These revisions will help Code Compliance enforce parking regulations.

### **Public Hearing – Planning Commission**

Planning Commission heard proposed text amendment on Tuesday, April 21, 2026. They recommended approval, with changes. Those changes are reflected in the ordinance attached to this agenda item.

The Community Development Department recommends approval of this text amendment with the recommended changes from the Planning Commission.

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



City of Roswell (GA)  
Code Enforcement Division  
P. L. Williams  
Jan 27, 2025 15:46:50  
220 Hembree Road  
Roswell  
Fulton County  
Georgia



City of Roswell (GA)  
Code Enforcement Division  
P. L. Williams  
Feb 4, 2025 13:20:24  
235 Worthington Hills Trace  
Roswell  
Fulton County  
Georgia

38 Hill Street, Roswell, GA 30075  
[www.roswellgov.com](http://www.roswellgov.com)

Attachment: Memo-UDC 2.2.20. Residential Parking Location\_MCC 051126 (Text Amendment UDC Section 2.2.20 Residential Parking Location)

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading: May 26, 2026

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY  
MODIFYING SECTION 2.2.20. RESIDENTIAL PARKING LOCATION**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Section 2.2.20.A. Parking in the Front Setback. shall be amended as follows:

**A. Parking in the Front Yard.**

1. In all detached house, attached house and townhouse lots, parking of any vehicle (including, but not limited to trailers and boats) is allowed only on a hard-surfaced driveway (i.e. asphalt, concrete, gravel, pavers or if approved by the City Engineer, or his/her designee, a turf-reinforced driveway) subject to the limited exception provided by 9.7.23. for Recreational Vehicle Parking. No parking is allowed in any grass, lawn or landscaped areas. For existing developed parcels that do not currently have a driveway that conforms to the above description, parking would be allowed on the non-compliant surface until such time a development permit is issued for the property. At that time, the property would be required to come into compliance with all applicable code requirements.
2. Combined parking and driveway area cannot constitute more than 40% of the area between the front building facade and the front property line.

3. Any parking in the front yard must have sufficient depth so that parked cars do not encroach on the sidewalk. Garage doors must be set back at least 20 feet from the sidewalk.
4. For the purposes of this section, 2.2.20.A., Front Yard shall mean Front Yard (as defined in Section 14.2.) and any street facing Side Yard.

2.

Section 2.2.20. shall be amended by adding Section C as follows:

C. Parking requirements for non-residential lots are specified in Section 10.1.14.

3.

**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.

4.

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

5..

**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

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading:

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY  
MODIFYING SECTION 2.2.20. RESIDENTIAL PARKING LOCATION**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 2, Rules of Interpretation, Section 2.2. - Rules Applicable to all Districts, Section 2.2.20. - Residential Parking Location, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Originally proposed TA in red; PC recommendation in blue

Section 2.2.20.A. Parking in the Front Setback. shall be amended as follows:

A. **Parking in the Front ~~Setback~~-Yard.**

1. In all detached house, attached house and townhouse lots, parking of any vehicle (including, but not limited to trailers and boats) is allowed only on a hard-surfaced driveway (i.e. asphalt, concrete, gravel, pavers or if approved by the City Engineer, or his/her designee, a turf-reinforced driveway) subject to the limited exception provided by 9.7.23. for Recreational Vehicle Parking. No parking is allowed in any grass, ~~or~~ lawn or landscaped areas. For existing developed parcels that do not currently have a driveway that conforms to the above description, parking would be allowed on the non-compliant surface until such time a development permit is issued for the property. At that time, the property would be required to come into compliance with all applicable code requirements.

2. Combined parking and driveway area cannot constitute more than 40% of the area between the front building facade and the front property line.

3. Any parking in the front setback yard must have sufficient depth so that parked cars do not encroach on the sidewalk. Garage doors must be set back at least 20 feet from the sidewalk.

4. For the purposes of this section, 2.2.20.A., Front Yard shall mean Front Yard (as defined in Section 14.2.) and any street facing Side Yard.

2.

Section 2.2.20. shall be amended by adding Section C as follows:

**C. Parking requirements for non-residential lots are specified in Section 10.1.14.**

3.

***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.

4.

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

5..

***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

# Items for Mayor and City Council

May 11, 2026



# Unified Development Code (UDC) Code Enforcement Related Text Amendments



# Staff is proposing the following text amendments:

## 2 amendments to the Unified Development Code

- **Residential front yard parking.** Section 2.2.20 Residential parking location to enforce intent of code regarding parking location
- **Parking on grass.** Section 10.1.14 Parking Lot Layout and Design primarily to more explicitly prohibit parking on grass.

## 2 amendments to the Code of Ordinances

- **Bulky items causing overflow in dumpsters.** Section 24.6 Special Requirements need to specify that bulk items are prohibited
- **Inoperable vehicle clutter.** Section 22.4.3 Inoperable Motor Vehicle missing specificity that no tags and license considered "inoperable"



# UDC Section 2.2.20

## Residential Parking Location

### Problem:

- Complaints about residents parking cars, trailers, boats, etc. in the front yard-- on grass and in landscape areas.
- Residents dispute parking requirements for the front yard.
- The Ordinance currently refers to the “front setback”—confusion as to what that means.



# UDC Section 2.2.20

## Residential Parking Location

### Solution/Revisions:

- Changes the word “setback” to “yard”
- Clarifies that vehicles, including trailers and boats, can only be parked on a hard surface
- Clarifies that no parking is allowed on grass or landscaped areas
- Adds a reference to Section 10.1.14 for commercial parking



# UDC Section 2.2.20 Proposed Text Amendment with PC Recommendations

Originally proposed TA in red; PC recommendation in blue

Section 2.2.20.A. Parking in the Front Setback. shall be amended as follows:

**A. Parking in the Front ~~Setback~~ Yard.**

1. In all detached house, attached house and townhouse lots, parking of any vehicle (including, but not limited to trailers and boats) is allowed only on a hard-surfaced driveway (i.e. asphalt, concrete, gravel, pavers or if approved by the City Engineer, or his/her designee, a turf-reinforced driveway) subject to the limited exception provided by 9.7.23. for Recreational Vehicle Parking. No parking is allowed in any grass, ~~or~~ lawn or landscaped areas. For existing developed parcels that do not currently have a driveway that conforms to the above description, parking would be allowed on the non-compliant surface until such time a development permit is issued for the property. At that time, the property would be required to come into compliance with all applicable code requirements.

2. Combined parking and driveway area cannot constitute more than 40% of the area between the front building facade and the front property line.

3. Any parking in the front ~~setback~~ yard must have sufficient depth so that parked cars do not encroach on the sidewalk. Garage doors must be set back at least 20 feet from the sidewalk.

4. For the purposes of this section, 2.2.20.A., Front Yard shall mean Front Yard (as defined in Section 14.2.) and any street facing Side Yard.

**C. Parking requirements for non-residential lots are specified in Section 10.1.14.**



# UDC Section 10.1.14

## Parking Lot Layout and Design

### Problem:

- Businesses, particularly vehicle sales, park vehicles on grass and in landscaped areas.
- The UDC states that porous pavement material such as grass and grasscrete may be substituted for standard dust-free pavements, "with the approval of the Zoning Director".
- The City lost in municipal court a case that cited a business for parking on grass.  
The owner argued that grass was a "dust free" surface.



# UDC Section 10.1.14

## Parking Lot Layout and Design

### Solution/Revisions:

- Changes the term “dust free” to “hard” surface.
- Removes “grass” as an allowed surface material.
- Specifically prohibits the parking of any vehicle, including but not limited to, trailers and boats, on grass and landscaped areas.
- Corrects the wording for the reference to residential parking to match the wording used in that section.
- Corrects the Residential Parking Section number.



## UDC Section 10.1.14 Proposed Text Amendment with PC Recommendations

Originally proposed TA in red; PC recommendation in blue

Section 10.1.14.F. Surfacing shall be amended as follows:

F. **Surfacing.** Parking and loading areas must be surfaced with concrete, asphaltic concrete, asphalt, or other improved ~~dust-free~~ ~~hard~~ surfaces or engineered permeable paving system as approved by the Zoning Director and the City Engineer as applicable. Porous pavement material may be used ~~substituted for standard dust-free pavements~~ subject to the approval of the Zoning Director or his/her designee. Permitted materials may include, but are not limited to, ~~grass,~~ "grasscrete," ring, and grid systems in porous or grid pavers. Within the Historic Overlay District, aggregate surface may be considered appropriate. Parking of any vehicle (including but not limited to trailers and boats) on any other surface, including natural grass and landscaped areas, is prohibited.

Section 10.1.14. I Residential Parking shall be amended as follows:

Parking requirements for detached house, attached house and townhouse lots, are specified in Sec. 2.2.~~18~~ 20.



# Code of Ordinances (COO) Amendments



# COO Section 22.4.3 Inoperable Motor Vehicle

Problem:

- Clarity about "inoperable motor vehicles" is needed
- Current wording does not specify missing tags
- Residents dispute that vehicles are "operable" despite missing plates/tags and allow them to clutter yards and parking lots indefinitely
- Officers lack clear criteria, leading to inconsistent citations and legal challenges.



Attachment: Presentation\_MCC Meeting 05-11-26\_TA Code Enforcement (Text Amendment UDC Section

## COO Section 22.4.3 Inoperable Motor Vehicle

### Solution/Revision:

- Clarifies meaning of “inoperable vehicle.”
- Replaces vague wording with “either does not display a current license plate with current decals as required by the State of registration or one (1) or more of the following...”
- New wording aligns City Ordinance with IPMC (International Property Maintenance Code) rules.



## COO Section 22.4.3 Proposed Text Amendment

Section 22.4.3 Inoperable Motor Vehicle as follows:

As used in this section, "inoperable motor vehicle," shall mean any contrivance or part thereof, propelled by power and used in the transportation of persons or property on public streets and highways, the condition of which the condition of which either does not display a current license plate with current decals as required by the State of registration or is one (1) or more of the following:

- (a) Wrecked;
- (b) Dismantled;
- (c) Partially dismantled;
- (d) Inoperative;
- (e) Abandoned;
- (f) Discarded.



## COO Section 24.3.6 Special Requirements

### Problem:

- Business owners/contractors place large, bulky items (furniture, appliances and pallets) into dumpsters
- This causes overflows and impeded collection services
- The Code of Ordinances does not specifically prohibit large, bulky items from City serviced dumpsters.



# COO Section 24.3.6 Special Requirements

## Solution/Revision:

- Changes the word city “forces” to city “staff.”
- Adds item (d) to specify that large, bulky items shall not be placed in City dumpsters , and that these items must be property disposed of by the property owner or through an approved special collection services.
- Specifies that large bulky items include:
  - Pallets
  - Large furniture
  - Large appliances
  - Other bulky items



## COO Section 24.3.6 Proposed Text Amendment

Section 24.3.6. (a) is amended as follows:

- (a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city ~~forces~~ staff. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the environmental/public works director or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the environmental/public works director or his/her designee.

Section 24.3.6 is amended as follows:

(d) Large, bulky items shall not be placed in City dumpsters. Such items must be properly disposed of by the property owner or through an approved special collection service.

Items include:

- Pallets
- Large furniture (including but not limited to sofas, mattresses, dressers)
- Large appliances
- Other bulky items



# Planning Commission Recommendation

Planning Commission heard proposed text amendments on Tuesday, April 21, 2026.

They recommended approval with proposed edits as presented in blue font.



# Staff Recommendation

Staff recommends approval of the text amendment as proposed





## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10282

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

#### **Approval of an Ordinance to amend the Unified Development Code (UDC) by modifying Article 10 Site Development, Sec. 10.1. - Parking, Section 10.1.14. - Parking Lot Layout and Design. (Second Reading)**

##### **Item Summary:**

This is the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 10 Site Development, Section 10.1. - Parking, Section 10.1.14. - Parking Lot Layout and Design.

##### **Committee or Staff Recommendation:**

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance to include the recommendations from the Planning Commission and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On April 21, 2026 the Planning Commission recommended approval with changes and placing this Item on the May 11, 2026 Mayor and Council Agenda.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

##### **Financial Impact:**

N/A

##### **Recommended Motion:**

Motion to approve the second reading of an ordinance to amend the Unified Development Code (UDC) by modifying Article 10 Site Development, Section 10.1. - Parking, Section 10.1.14. - Parking Lot Layout and Design as recommended by Planning Commission.

##### **Presented by:**

Jeannie Peyton, Planning and Zoning Director



### Memo

To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Unified Development Code (UDC)**  
Section 10.1.14 - Parking Lot Layout and Design

This is a proposed text amendment to Section 10.1.14 of the UDC.

Businesses, particularly vehicle sales uses, are parking vehicles on grass and in landscaped areas. The UDC states that porous pavement material such as grass and grasscrete may be substituted for standard dust-free pavements, "with the approval of the Zoning Director". The City lost a court case that cited a business for parking on grass. The owner argued that grass was a "dust free" surface.

Staff proposes the following revisions to the Ordinance:

- Change the term "dust free" to "hard" surface.
- Remove "grass" as an allowed surface material.
- Specifically prohibit the parking of any vehicle, including but not limited to trailers and boats, on grass and landscaped areas.
- Correct the wording for the reference to residential parking to match the wording used in that section.
- Correct the Residential Parking Section number.

These changes will assist Code Compliance in their enforcement of parking regulations.

### **Public Hearing – Planning Commission**

Planning Commission heard proposed text amendment on Tuesday, April 21, 2026. They recommended approval, with changes. Those changes are reflected in the ordinance attached to this agenda item.

The Community Development Department recommends approval of this text amendment with the recommended changes from the Planning Commission.

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STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading: May 26, 2026

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY  
MODIFYING SECTION 10.1.14. PARKING LOT LAYOUT AND DESIGN.**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 10, Site Development, Section 10.1. – Parking, Section 10.1.14. - Parking Lot Layout and Design, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Section 10.1.14.F. Surfacing shall be amended as follows:

- F. Surfacing.** Parking and loading areas must be surfaced with concrete, asphaltic concrete, asphalt, or other improved ~~dust-free~~ hard surfaces or engineered permeable paving system as approved by the Zoning Director and the City Engineer as applicable. Porous pavement material may be used subject to the approval of the Zoning Director or his/her designee. Permitted materials may include, but are not limited to, "grasscrete," ring, and grid systems in porous or grid pavers. Within the Historic Overlay District, aggregate surface may be considered appropriate. Parking of any vehicle (including but not limited to trailers and boats) on any other surface, including natural grass and landscaped areas, is prohibited.

2.

Section 10.1.14. I, Residential Parking shall be amended as follows:

- I. Parking requirements for detached house, attached house and townhouse lots , are specified in Sec. 2.2.20.

3.

**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.

4.

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

5..

**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

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading:

**AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE BY MODIFYING SECTION 10.1.14. PARKING LOT LAYOUT AND DESIGN.**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Unified Development Code (UDC); and

**WHEREAS**, the City finds that the regulations contained in this Unified Development Code (UDC) are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**WHEREAS**, this Unified Development Code (UDC) has been prepared and considered in accordance with the zoning procedures law, O.C.G.A. 36-66;

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Article 10, Site Development, Section 10.1. – Parking, Section 10.1.14. - Parking Lot Layout and Design, of the Unified Development Code (UDC), which is incorporated hereby reference.

1.

Originally proposed TA in red; PC recommendation in blue

Section 10.1.14.F. Surfacing shall be amended as follows:

F. **Surfacing.** Parking and loading areas must be surfaced with concrete, asphaltic concrete, asphalt, or other improved dust-free hard surfaces or engineered permeable paving system as approved by the Zoning Director and the City Engineer as applicable. Porous pavement material may be used substituted for standard dust-free pavements subject to the approval of the Zoning Director or his/her designee. Permitted materials may include, but are not limited to, ~~grass,~~ "grasscrete," ring and grid systems in porous or grid pavers. Within the Historic Overlay District, aggregate surface may be considered appropriate. Parking of any vehicle (including but not limited to trailers and boats) on any other surface, including natural grass and landscaped areas, is prohibited.

2.

Section 10.1.14. I Residential Parking shall be amended as follows:

Parking requirements for detached house, attached house and townhouse lots , are specified in Sec. 2.2.18 ~~20~~.

3.

**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.

4.

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

5..

**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



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10288

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

#### **Approval of an Ordinance to amend the Code of Ordinances by modifying Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements. (Second Reading)**

##### **Item Summary:**

This is an Ordinance to amend the Code of Ordinances by modifying Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements to clarify what cannot be place in City dumpster's.

##### **Committee or Staff Recommendation:**

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

##### **Financial Impact:**

N/A

##### **Recommended Motion:**

Approval of the second reading of an Ordinance to amend the Code of Ordinances by modifying Chapter 24 Utilities and Services, Article 24.3 Collection of Commercial Waste, Section 24.3.6 Special Requirements.

##### **Presented by:**

Jeannie Peyton, Planning and Zoning Director



### Memo

To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Code of Ordinances**  
Section 24.3.6 Special Requirements

This is a proposed text amendment to Section 24.3.6 of the Code of Ordinances (COO).

Business owners/contractors have been placing large, bulky items, including furniture, appliances and pallets, into dumpsters that City staff are responsible for emptying. The Code of Ordinances does not specifically prohibit large, bulky items from being placed in City serviced dumpsters.

In order to address this issue, staff proposes revising the Code of Ordinances to change the word “forces” to “staff.” The revision also adds item (d) to specify that large, bulky items shall not be placed in City dumpsters, and that these items must be properly disposed of by the property owner or through an approved special collection service.

The revised ordinance also specifies that large bulky items include:

- Pallets
- Large furniture
- Large appliances
- Other bulky items

These revisions will assist Code Compliance in their enforcement of dumpster regulations.

The Community Development Department recommends approval of this text amendment.

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STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading: May 26, 2026

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING  
SECTION 24.3.6 SPECIAL REQUIREMENTS.**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

**WHEREAS**, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 24, Utilities and Services, Article 24.3 - Collection of Commercial Waste, Section 24.3.6 - Special Requirements, which is incorporated hereby reference.

1.

Section 24.3.6. (a) is amended as follows:

- (a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city staff. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the environmental/public works director or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the environmental/public works director or his/her designee.

2.

Section 24.3.6 is amended as follows:

- (d) Large, bulky items shall not be placed in City dumpsters. Such items must be properly disposed of by the property owner or through an approved special collection service. Items include:
- Pallets
  - Large furniture (including but not limited to sofas, mattresses, dressers)

- Large appliances
- Other bulky items

3.

**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.

4.

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

5..

**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: Ordinance 24-3.6 Special Requirements - COO\_MCC 052626 (Second Reading) (Text Amendment Code of Ordinances Section

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING  
SECTION 24.3.6 SPECIAL REQUIREMENTS.**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

**WHEREAS**, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 24, Utilities and Services, Article 24.3 - Collection of Commercial Waste, Section 24.3.6 - Special Requirements, which is incorporated hereby reference.

1.

Section 24.3.6. (a) is amended as follows:

- (a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city ~~forces~~ staff. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the environmental/public works director or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the environmental/public works director or his/her designee.

2.

Section 24.3.6 is amended as follows:

(d) Large, bulky items shall not be placed in City dumpsters. Such items must be properly disposed of by the property owner or through an approved special collection service. Items include:

- Pallets
- Large furniture (including but not limited to sofas, mattresses, dressers)

- Large appliances
- Other bulky items

3.

**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.

4.

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

5..

**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



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10341

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

**Approval of an Ordinance to amend the Code of Ordinances by modifying Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle. (Second Reading)**

**Item Summary:**

This is an ordinance to amend the Code of Ordinances by modifying Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle to clarify the definition of inoperable motor vehicle.

**Committee or Staff Recommendation:**

On May 11, 2026, Mayor and Council approved the First Reading of the Ordinance and moved it forward to the May 26, 2026 Mayor and Council agenda for Second Reading.

On March 10, 2026 the Mayor and Council approved initiation of the text amendment.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the second reading of an Ordinance to amend the Code of Ordinances by amending Chapter 22 Traffic and Motor Vehicles, Article 22.4 Motor Vehicles--Operation and Maintenance, Section 22.4.3 Inoperable Motor Vehicle.

**Presented by:**

Jeannie Peyton, Planning and Zoning Director



### Memo

To: Mayor and City Council

From: Jeannie Peyton  
Planning and Zoning Director

Date: May 7, 2026

Subject: **Text Amendment to Code of Ordinances (COO)**  
Section 22.4.3 Inoperable Motor Vehicle

This is a proposed text amendment to Section 22.4.3 of the Code of Ordinances.

Staff has identified the need for clarity concerning "inoperable motor vehicles." Current wording does not specify that missing tags are an indication of an inoperable motor vehicle. Residents argue that vehicles are "operable" despite missing plates/tags and allow them to clutter yards and parking lots indefinitely. Officers lack clear criteria, leading to inconsistent citations and legal challenges.

In order to address this issue, staff proposes revising the Code of Ordinances to clarify the meaning of "inoperable vehicle." The proposed revision replaces vague wording with "either does not display a current license plate with current decals as required by the State of registration or one (1) or more of the following...".

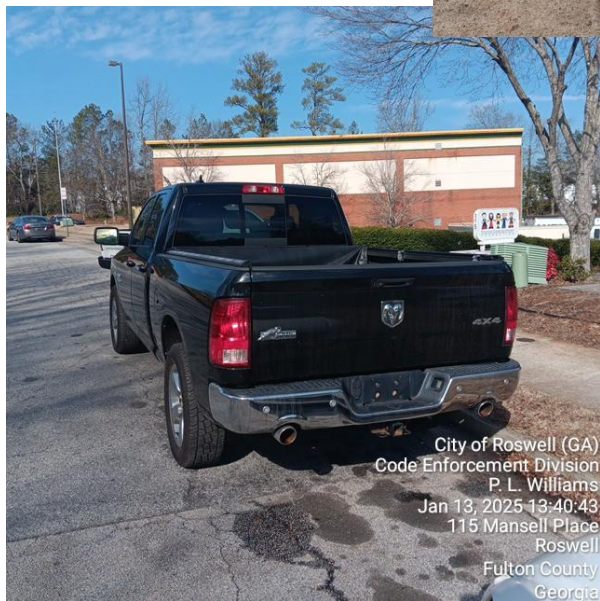
New wording aligns the City Ordinance with IPMC (International Property Maintenance Code) rules.

The Community Development Department recommends approval of this text amendment.

38 Hill Street, Roswell, GA 30075  
[www.roswellgov.com](http://www.roswellgov.com)



City of Roswell (GA)  
Code Enforcement Division  
P. L. Williams  
Jan 13, 2025 10:22:38  
1440 Parkmont Drive  
Roswell  
Fulton County  
Georgia



City of Roswell (GA)  
Code Enforcement Division  
P. L. Williams  
Jan 13, 2025 13:40:43  
115 Mansell Place  
Roswell  
Fulton County  
Georgia



Apr 28, 2025 at 10:39  
11625 Northgate  
Roswell GA  
United States

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

Modern Spirit. Southern Soul.

Attachment: Memo-COO 22.4.3 Inoperable Motor Vehicle\_MCC 051126 (Text Amendment Code of Ordinances Section 22.4.3 Inoperable Motor

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading: May 26, 2026

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING  
SECTION 22.4.3 INOPERABLE MOTOR VEHICLE.**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

**WHEREAS**, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 22, TRAFFIC AND MOTOR VEHICLES, Article 22.4 - Motor Vehicles—Operation and Maintenance, Section 22.4.3 - Inoperable Motor Vehicle, which is incorporated hereby reference.

1.

Section 22.4.3 Inoperable Motor Vehicle as follows:

As used in this section, "inoperable motor vehicle," shall mean any contrivance or part thereof, propelled by power and used in the transportation of persons or property on public streets and highways, the condition of which either does not display a current license plate with current decals as required by the State of registration or one (1) or more of the following:

- (a) Wrecked;
- (b) Dismantled;
- (c) Partially dismantled;
- (d) Inoperative;
- (e) Abandoned;
- (f) Discarded.

2.

***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.

3.

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

4.

**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: Ordinance 22.4.3 Inoperable Motor Vehicle - COO\_MCC 052626 (Second Reading) (Text Amendment Code of Ordinances Section

STATE OF GEORGIA  
COUNTY OF FULTON

First Reading: May 11, 2026  
Second Reading:

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES BY MODIFYING  
SECTION 22.4.3 INOPERABLE MOTOR VEHICLE.**

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

**WHEREAS**, the Mayor and Council are the governing authority of the city; and

**WHEREAS**, the Mayor and Council have determined that it benefits the health, safety and welfare of the citizens of Roswell to amend the Code of Ordinances and

**WHEREAS**, the City finds that the regulations contained in this Code of Ordinances are necessary for the purposes of implementing its 2040 Comprehensive Plan adopted pursuant to the requirements of the Georgia Planning Act of 1989; and

**NOW, THEREFORE**, the Mayor and Council of the City of Roswell, Georgia, pursuant to their authority, do hereby amend Chapter 22, TRAFFIC AND MOTOR VEHICLES, Article 22.4 - Motor Vehicles—Operation and Maintenance, Section 22.4.3 - Inoperable Motor Vehicle, which is incorporated hereby reference.

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Section 22.4.3 Inoperable Motor Vehicle as follows:

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- (a) Wrecked;
- (b) Dismantled;
- (c) Partially dismantled;
- (d) Inoperative;
- (e) Abandoned;
- (f) Discarded.

2.

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3.

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

4.

**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



## City of Roswell

### Mayor and Council

#### AGENDA ITEM REPORT

ID # - 10449

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** Economic Development

**ITEM TYPE:** Approval

### **Approval of a Resolution authorizing the transfer of land located at Bowen Road and Highway 92 to the Roswell Development Authority (RDA) and for the Mayor to execute all necessary documents to complete the transaction.**

**Item Summary:**

A request for Mayor and Council approval authorizing the transfer of approximately 8.6 acres located at 1340 Woodstock Road, Roswell, Georgia (commonly known as Bowen Road and Highway 92), from the City of Roswell to the Roswell Development Authority (“RDA”) pursuant to the previously approved Purchase and Sale Agreement dated December 2, 2025, between the RDA and Roswell Bowen Road, LLC (“Buyer”).

On December 8, 2025, Mayor and Council approved execution of the Purchase and Sale Agreement authorizing the overall transaction framework for the redevelopment of the property, including conveyance of the property to the RDA, subsequent sale to the Buyer, completion of a land swap with Westminster Japanese Church, subdivision of the site, and pursuit of all necessary entitlements and development approvals.

This action authorizes the formal conveyance of the property from the City to the RDA in order to facilitate the closing and implementation of the approved redevelopment transaction. The transfer is consistent with the previously approved Agreement and supports the planned commercial redevelopment project at the site.

The conveyance will enable the RDA to complete the sale of the property to the Buyer and proceed with the related land swap, subdivision, easements, and development activities contemplated under the Agreement.

**Staff Recommendation:**

Staff recommends approval of the property transfer to the Roswell Development Authority and authorization for the Mayor to execute all documents necessary to complete the conveyance and implement the approved transaction.

**Financial Impact:**

The Purchase and Sale Agreement establishes a purchase price of \$5,000,000 for the property. Proceeds from the sale will be received by the Roswell Development Authority and subsequently remitted to the City in accordance with the approved transaction structure, less any applicable Authority administrative fees and approved transaction costs. The City may continue to incur costs associated with

**Agenda Item (ID # 10449)**

the Purchase and Sale agreement such as legal, subdivision, entitlement, easement, and land swap activities necessary to complete the project.

**Recommended Motion:**

Motion to approve a resolution authorizing the transfer of approximately 8.6 acres located at 1340 Woodstock Road, known as Bowen Road and Highway 92, from the City of Roswell to the Roswell Development Authority pursuant to the Purchase and Sale Agreement dated December 2, 2025, previously approved by Mayor and Council on December 8, 2025, and to authorize the Mayor, City Administrator, and City Attorney to execute all documents necessary to complete the conveyance and implement the approved transaction.

**Presented by:**

David Davidson, City Attorney

STATE OF GEORGIA  
FULTON COUNTY

May 26, 2026

**RESOLUTION TO AUTHORIZE THE TRANSFER OF CERTAIN PROPERTY  
FROM THE CITY OF ROSWELL TO THE ROSWELL DEVELOPMENT AUTHORITY  
AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL  
DOCUMENTS NECESSARY TO ACHIEVE SUCH TRANSFER TO THE  
ROSWELL DEVELOPMENT AUTHORITY**

**WHEREAS**, the City of Roswell is the owner of a certain parcel of land commonly known as the “Bowen Road and Highway 92 Property” more particularly described as:

All that tract or parcel of land lying and being located in Land Lots 182 of the 1<sup>st</sup> District, 2<sup>nd</sup> Section, Fulton County, Georgia, and City of Roswell. Said tract containing approximately 8.731+/- acres and being more particularly described as Tract 2 in Exhibit “A” attached hereto and incorporated herein; and

**WHEREAS**, the said parcel of land has been identified as a catalytic redevelopment opportunity; and

**WHEREAS**, a Purchase and Sale Agreement for the purchase of said property for redevelopment purposes consistent with the City of Roswell Economic Development Plan has been executed; and

**WHEREAS**, the City of Roswell in furtherance of this Purchase and Sale Agreement is desirous of transferring the above-described property to the Roswell Development Authority; and

**WHEREAS**, if the Purchase and Sale Agreement is not effectuated between the Roswell Development Authority and the developer of the parcel, the Roswell Development Authority shall transfer and revert the parcel back to the City of Roswell;

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Roswell does hereby approve the transfer of said parcel of land identified heretofore to the Roswell Development Authority for the redevelopment of the parcel consistent with the Purchase and Sale Agreement and the City of Roswell Economic Development Plan. The Mayor is hereby authorized to execute any and all documents and to take any and all actions and do all things necessary to effectuate the transfer of said parcel to the Roswell Development Authority.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mary Robichaux, Mayor

Attest:

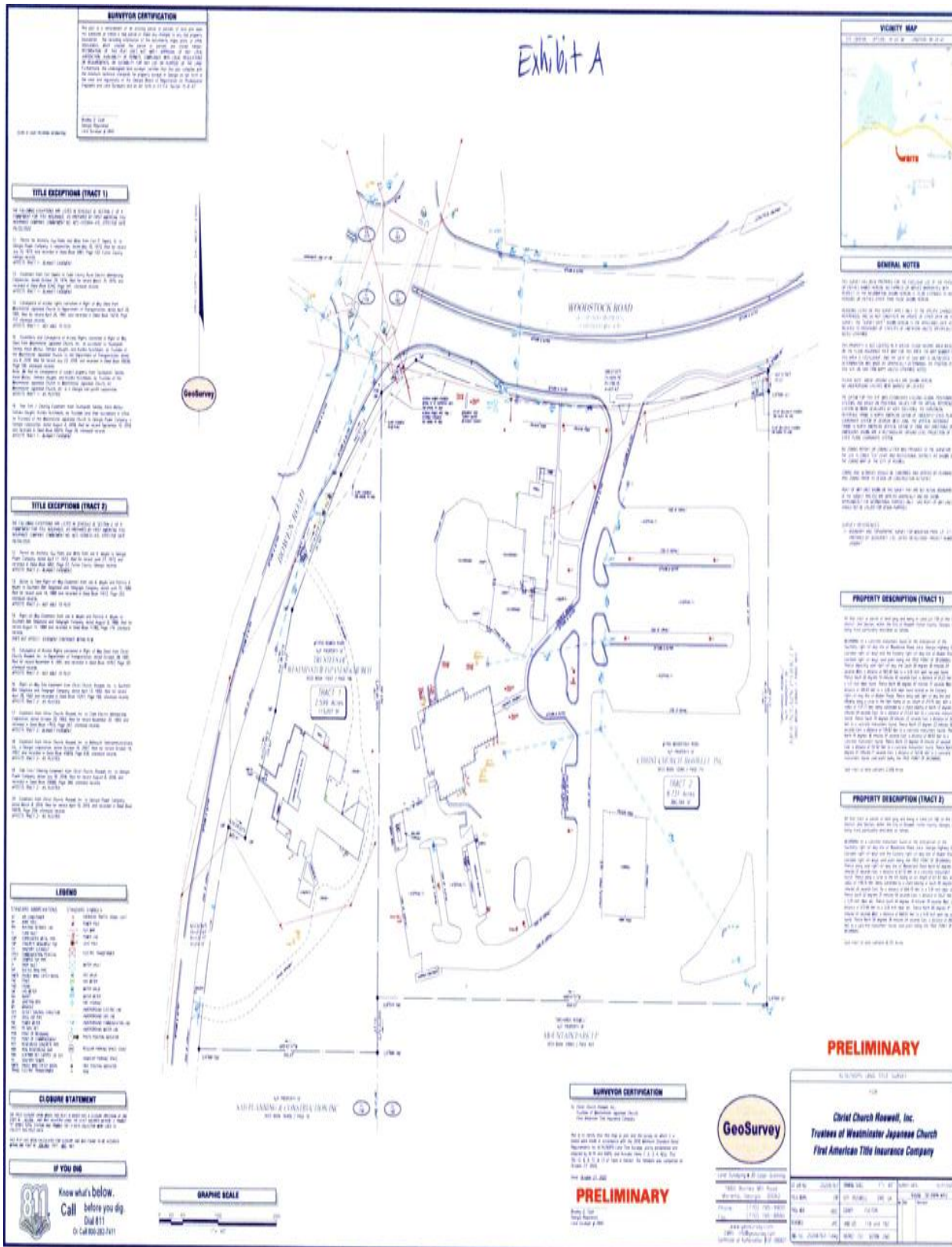
\_\_\_\_\_  
Nancy Saviano Long, City Clerk

(Seal)

Attachment: Resolution to authorize transfer of property located at Bowen Rd and Hwy 92 to RDA and execute documents to achieve

Exhibit "A"

Exhibit A



Attachment: Resolution to authorize transfer of property located at Bowen Rd and Hwy 92 to RDA and execute documents to achieve



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10458

**MEETING DATE:** May 26, 2026

**DEPARTMENT:** City Attorney's Report

**ITEM TYPE:** Approval

### **Approval for the City Attorney to send a termination notice to Seer World LLC under section 6.1 of the Master Services Agreement.**

**Item Summary:**

Direct the City Attorney to send a termination notice to Seer World LLC under section 6.1 of the Master Services Agreement as the services are no longer needed. The letter should include all delivery of all "Works Made for Hire" as set forth in Exhibit B section 7.0.

**Committee or Staff Recommendation:**

On May 12, 2026 the Committees of Council recommended placing this item on the May 26, 2026 Mayor and Council Agenda.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve the City Attorney sending a termination notice to Seer World LLC under section 6.1 of the Master Services Agreement.

**Presented by:**

Jeff Leatherman, Deputy City Administrator

STATE OF GEORGIA

COUNTY OF FULTON

April 22, 2024

**RESOLUTION TO APPROVE A MASTER SERVICES AGREEMENT**

**WHEREAS**, the City of Roswell, a municipal corporation of the State of Georgia, has placed a solicitation for consulting services regarding economic development, redevelopment planning and implementation, public-private partnerships, and community engagement.

**WHEREAS**, three proposals were received and reviewed that met the minimum requirements to be responsive and responsible;

**WHEREAS**, the City of Roswell is authorized to provide such services:

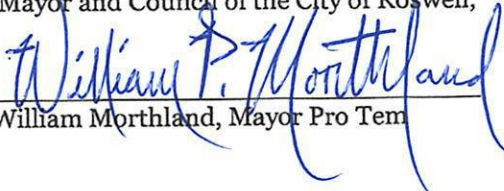
**NOW, THEREFORE**, the Mayor and Council do hereby resolve as follows:

The Mayor and City Council approve the award of a Consulting Services Contract to Seer World LLC in substantial conformity to Exhibit "A" attached hereto and incorporated and authorize the Mayor and/or the City Administrator to execute such Agreement in an amount not to exceed \$2,000,000.00 under the following conditions:

1. The City Administrator is authorized to sign Task Orders or Scopes of Work which are pursuant to such Agreement and limited to (i) an individual Task Order or Scope of Work up to \$100,000.00 or (ii) a series of Task Orders or Scopes of Works pertaining to the same or related tasks which, when taken together do not exceed \$100,000.00. Funding shall be evaluated within each Scope of Work.
2. The City Administrator shall prepare and maintain a complete list of all payments under this Consulting Services Contract and include such list in the Council or Committee packet on a quarterly basis. Confidential matters regarding real estate or personnel may be summarized, with details provided in closure pursuant to Georgia Open Meetings law.

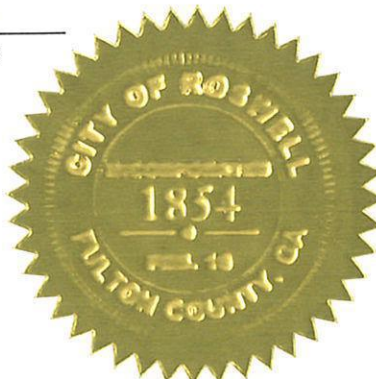
**BE IT FURTHER RESOLVED**, the Mayor and City Council approve Scope of Work #1 attached hereto and incorporated herein as Exhibit "B" and authorize the City Administrator to sign all necessary items to proceed thereunder.

The above Resolution was read and approved by the Mayor and Council of the City of Roswell, Georgia on the 22th day of April, 2024.

  
 William Morthland, Mayor Pro Tem

Attest:

  
 Nancy Long, Interim City Clerk



Attachment: 2024-04-16\_Resolution to approve a master services agreement\_Seer Contract and Scope of Work 1\_05262026 (Seer Master



**EXHIBIT A**



**CONTRACT AGREEMENT**

**RFQ #24-054-E**

**Economic Development Consulting Services**

This Agreement made and entered into on the execution date by and between the City of Roswell, Georgia, having its principle place of business at 38 Hill Street, Roswell GA 30075 and \_\_\_\_\_ having its principle place of business at \_\_\_\_\_.

**WHEREAS**, the City of Roswell has caused Request for Proposals# 24-054-E to be issued soliciting statements of qualification from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this contract. Selected Contractor is required to provide the services as called for in the Statement of Work; and

**WHEREAS**, the Contractor submitted a proposal in response to the RFQ; and

**WHEREAS**, the Contractor’s proposal was deemed by the City of Roswell to be the proposal most advantageous to the City;

**NOW THEREFORE**, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation according to the agreed upon amount Not-To-Exceed amount of \$2,000,000 per year for services to be provided as follows:

**1 Statement of Work**

City of Roswell Sample Contract  
RFQ# «Number»



1.1 The terms of this Agreement will be supplemented by individual schedules containing the scope, timeline, deliverables, and similar pertinences for each specific project and service (each a "Scope of Work") which shall be approved by Mayor and Council. The Contractor agrees to provide all Services and comply with all requirements specified in the Statement of Work, attached and incorporated as Contract Attachment C and each Scope of Work executed under this contract. The Statement of Work and negotiated Scopes of Work will stand as the final negotiated and detailed elements of work required by the contract and may run concurrently. Both parties agree that the Statement of Work and all future Scopes of Work contemplated herein shall fall under this Agreement and future expenditures shall not exceed the maximum compensation allowed per this Agreement.

### 1.2 Reimbursements and Use of Subconsultants

All reimbursable expenses and subconsultant or subcontractor payments shall be addressed in each Scope of Work as is necessary.

### 1.3 Competitive Restrictions.

Each Scope of Work shall include non-circumvention, noncompetition, non-solicitation, and works-made-for-hire provisions appropriate for the nature of the work and subject matter of each Scope of Work (collectively, the "Competitive Restrictions"). For the avoidance of doubt, the Competitive Restrictions are intended to protect the City's interest due to the sensitive nature of the Overall Goals and Objectives, as defined in RFQ paragraph 1.5.1. Each Scope of Work shall define the period and territory restricted, the nature and extent of proprietary information, and such other provisions as may be reasonably required.

## 2 Term of Contract

See RFQ Special Elements.

## 3 Independent Contractor

### 3.1 The Contractor shall be an independent Contractor.

The Contractor is not an employee, agent or representative of the City of Roswell. Contractor shall report to the City Administrator and shall take direction from the City Administrator under the policies and guidance provided by the Mayor and City Council. Task Orders under \$100,000.00 or any series of Task Orders pertaining to the same task as defined by the Statement of Work or Scopes of Work which when taken together do not exceed \$100,000.00 and which are pursuant to this Agreement and approved in the City's budget may be authorized by the City Administrator. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits,



licenses or approvals to the City of Roswell Representative within ten (10) days after issuance of Notice to Proceed.

### **3.2 No False Representation**

Inasmuch as the City of Roswell and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Roswell without the express knowledge and prior written consent of the City.

### **3.3 Invoices**

The Contractor may submit progress invoices on a monthly basis for all Services performed in the preceding month. The City of Roswell shall pay undisputed portions of each milestone progress invoice within thirty (30) days of the date of the invoice. Task Orders in conjunction with a Scope of Work will identify the method of payment (Lump Sum percentage of work completed, completion of deliverables, or approval of Time and Materials submittals, Success or Break Fee depending on the nature of the Scope of Work) required to substantiate invoices.

## **4 Indemnification**

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any negligent act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract. Terms of indemnification shall survive the termination of this Agreement.

## **5 Insurance**

See RFQ Section 4.

## **6 Termination**

### **6.1 Notice**

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) calendar days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in the written notice). In addition, if at any time after commencement of the Services, the City of Roswell shall, in its sole reasonable judgment, determine that such Services



are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

## **6.2 Termination for Lack of Funds**

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

## **6.3 Immediate Termination**

The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

### **6.3.1 Cause for Immediate Termination**

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Roswell of each occurrence.

### **6.3.2 Additional Causes for Immediate Termination**

After five (5) days written notice fails to:

- 6.3.2.1 Maintain the required insurance, or;
- 6.3.2.2 In any other manner to perform the requirements of the RFQ.

## **6.4 Anticipatory profits or costs incurred**

The Contractor, subcontractors/suppliers/sub-suppliers may not recover anticipatory profits or costs incurred after notice termination, as long as such costs could reasonably have been avoided after notice was provided.

## **7 Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

## **8 Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Roswell's prior written consent.



**9 Amendments in Writing**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

**10 Drug-Free and Smoke-Free Work Place**

A drug-free and smoke-free work place will be provided for the Contractor’s employees during the performance of this Agreement; and

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

The Contractor may be suspended, terminated, or debarred if it is determined that:

- 1. The Contractor has made false certification herein; or
- 2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

**11 Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia.

**12 Policy on Hiring of Non-Resident Aliens**

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

**13 Inclusion and Precedence of Documents**

The Referenced RFQ, any files identified as “documents” or “addenda” that are uploaded to the Bonfire Project website, and the Contractor’s Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

Attachment A - RFQ Number: 24-054-E (Including all files identified as “documents” or “addenda”)

Attachment B - Proposers Offer – Date: \_\_\_\_\_

Attachment C – Statement of Work

Attachment: 2024-04-16\_Resolution to approve a master services agreement\_ Seer Contract and Scope of Work 1\_05262026 (Seer Master



In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's proposal, the language in the former shall govern.

#### **14 Subcontractors**

The lowest responsive and responsible Firm will be the prime contractor, if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFQ shall create any contractual relationships between any subcontractor and the City of Roswell

#### **15 Compliance with Workers Compensation Act**

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under Section 1.1 within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

#### **16 Substitutions and Change Orders**

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Firm for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized

#### **17 Invoicing and Payment**

The City of Roswell agrees to pay the Firm in current funds for the performance of the contract. Unless otherwise noted in the RFQ Special Elements, the successful Firm will be paid upon completion of work and acceptance of the items or services, the Firm shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this project to the awarded Contractor. Payment to subcontractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.



**Invoices shall be submitted to:**

Roswell Finance Department

Attn: Accounts Payable

invoices@roswellgov.com

38 Hill Street

Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Firm will provide complete cooperation during any such investigation.

No sales tax will be charged on any orders.

Successful Firm(s) must provide the City with a completed and signed W-9

**18 Deliveries**

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address will be within the City of Roswell City Limits, with a specific address to be provided by the City upon request. Unless otherwise noted, the delivery address will correspond to the site of the work in question or as directed by the responsible department.

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the proposed price and awarded by contract. The Firm, at Firm's expense, will arrange to have someone onsite to inspect and accept delivery. The Firm has sole responsibility for securing all materials at the project site. Firm shall transfer and deliver to the department named all of the goods and/or services described in this solicitation for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

**19 Compliance with Laws**

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Firm subjects subcontractors to the same provision. The Firm agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.



**20 Gratuities, Kickbacks, and Rebates**

Gratuities. It shall be unethical for any person to offer, give, or agree to give any City of Roswell Employee, Official, or Agent, or for any City of Roswell Employee, Official, or Agent to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia’s Department of Administrative Services Gratuity Policy.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

Rebates. It shall be unethical for any rebate to be offered for the sole purpose of inducement. Rebates normally or routinely offered to all customers for the purchase of their Goods and Services are acceptable and are the property of the City of Roswell. Terms of this Section shall survive termination of this Agreement.

**21 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. That certain agreement dated DD/MM/YY by and between, City and Contractor is terminated and superseded hereby. Either party has relied on any representation, promise, or inducement not contained herein.

(Remainder of this Page left intentionally Blank)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

Attachment: 2024-04-16\_Resolution to approve a master services agreement\_Seer Contract and Scope of Work 1\_05262026 (Seer Master



ATTACHMENT A  
RFQ #24-054-E

DRAFT



ATTACHMENT B  
AWARDED SUPPLIER RESPONSE TO RFQ #24-054-E

DRAFT



ATTACHMENT C  
STATEMENT OF WORK

DRAFT

Attachment: 2024-04-16\_Resolution to approve a master services agreement\_ Seer Contract and Scope of Work 1\_05262026 (Seer Master

**EXHIBIT B**

Scope of Work #1

Date: 4/22/2024

**1.0 Economic Development Strategy and Enterprise Land Planning and Acquisition**

1.1 Utilizing the insights gained from the qualitative interviews, available secondary research, literature review and any necessary newly commissioned studies, Seer will work with the City to co-develop an overarching land (possible acquisition and disposition) and development plan for Roswell.

This multi-nodal plan will contemplate various redevelopment sites with the intent of creating a development flywheel effect based on the elements of the city's economic development strategy. Each site will be subject to specific analysis and selling narratives which in their makeup will contemplate neighborhood compatibility with the desired use, existing and adjacent land use, environmental, infrastructure (utility, roads, sidewalks, etc.), fiscal analysis, and legal considerations. Seer, together with the City will co-create a development criteria to better sequence and prioritize sites for development and their intended effect on the economic development sector strategy.

These elements will be formative in the creation of Roswell's strategic narrative and aspirational vision statement; how it might incorporate recent master planning work and community building initiatives, county wide initiatives all while informing and driving communication, public awareness campaigns, tourism, and economic development content through the lens of a revamped Brand Roswell.

**1.2 Economic Development Training and Strategy**

1.2.1 Facilitate ongoing workshops that will:

1.2.1.1 Review and/or co-develop the City's short- and long-range economic development goals, juxtaposed with the city's three or five year plan.

1.2.1.2 Assess the current state, value, and growth potential of existing industries as well as those in jeopardy of decline and forecasted timing of decline and effect.

- 1.2.1.3 Identify attractive industries or sectors not present in Roswell as well as potential competitor municipalities.
- 1.2.1.4 Establish a criteria or rating system to go-no go pursuits and priorities by existing, adjacent, or new sectors.
- 1.2.1.5 Compile incentives, available assets, existing catalytic brands, and other triggers to be integrated into an ED strategic selling narrative.
- 1.2.1.6 Review past economic successes to carry forward best practices in Roswell or like markets.
- 1.2.2 Develop target pursuit lists by industry, research pursuit brands to develop working profiles and solicit staff and external partners for possible connection introductions.
- 1.2.3 Select tracking software for pursuits, sales funnel, and communication management.
- 1.2.4 Develop a general Brand Roswell economic development pitch deck with key city stats, broad incentive descriptions, available land and process for development and/or relocation
- 1.2.5 Prepare initial Concept Studies and Site Yield Analysis of available sites for redevelopment and possible acquisition and pair to industry specific pursuits.
- 1.3 Development Process and Approach
- 1.4 Aspect one
  - 1.4.1 Pre-Capital Planning and Forecasted Requirements
  - 1.4.2 Risk Assessment
- 1.5 Aspect Two
  - 1.5.1 Site Evaluation and Land Use Planning
- 1.6 Aspect Three
  - 1.6.1 Discovery
    - 1.6.1.1 P.E.S.T Analysis
    - 1.6.1.2 Influence Mapping and Motivations (key stakeholders)
    - 1.6.1.3 Audience Review
    - 1.6.1.4 Brand Review (project vision juxtaposition with Brand Roswell)
- 1.7 Aspect four
  - 1.7.1 Conceptual Expression and Integrated Effect (connection to other redevelopment sites, existing industries, and new sector strategy)
- 2.0 Conceptual Entertainment District Development Exploration

2.1 Seer will lead and support the exploration of a multi-purpose, mixed use entertainment district acquisition and development. Seer along with the City will assess the viability of a sports lead program that may also include a music or performance venue, hotel and meeting space, retail, office and multi-family housing.

2.2 The City of Roswell Entertainment District Should:

- 2.2.1 Act as a catalyst for economic diversity.
- 2.2.2 Grow and support local entrepreneurialism with private and public sector collaboration.
- 2.2.3 Act a vibrant and engaging asset actively assisting in outside talent recruitment.

2.3 Stadium & District Development

The Seer process recognizes the inherent dynamism of local, regional, and national markets, especially in the new normal, post-COVID context. Our process is agile and customizable, corresponding to the variable needs and capabilities of diverse stakeholders in a fluid ecosystem.

- 2.3.1 Articulation of strategies, goals and business imperatives related to the concept.
- 2.3.2 Establish & prioritize target audiences for development, capital, and design partners.
- 2.3.3 Facilitate team co-development and alignment sessions.
- 2.3.4 Develop 2-3 potential concept scenarios and requirements to vet for financial viability and accessibility of securing a potential franchise.
- 2.3.5 Develop City of Roswell Stadium narrative architecture (5 pillar system and keystone words process).
- 2.3.6 Complete stadium and retail district development narrative, purpose built to cross all business units and departments.
- 2.3.7 Develop a go-to market plan, milestones, adoption blueprint, messaging and roll out plan.
- 2.3.8 Negotiate Stadium and District Development Memorandum of Understanding (MOU).

2.4 Deliverables

- 2.4.1 Stadium narrative pillars, positioning, storytelling, and campaign foundations.
- 2.4.2 Strategic Narrative Toolkit (blueprint for Enterprise-level adoption,

stakeholder and partner cadence messaging)

2.4.3 Finalized Stadium and District Development Memorandum of Understanding (MOU).

3.0 Fee for Services

1.0 Economic Development Strategy and Enterprise Land Planning and Acquisition	Estimated 750 hours	Contract hourly rate \$220.00	\$165,000
2.0 Conceptual Entertainment District Development Exploration	Estimated 250 hours	Contract hourly rate \$220.00	\$55,000
Contingency			\$55,000
Total Contract Amount			\$275,000

4.0 Non-Compete

During the term of this agreement and for a period of 6 months thereafter, the Contractor agrees not to directly or indirectly engage, either as an employee, consultant, agent, partner, or in any other capacity, in any business or enterprise that competes with the services provided under this agreement within metropolitan Atlanta area north of I-20, east of I-75 and west I-85. The Contractor further agrees not to solicit or accept business from any client or prospective client of the client for the purpose of providing services similar to those provided under this agreement. This non-compete provision shall survive the termination or expiration of this agreement.

5.0 Non-Circumvention

During the term of this agreement and for a period of 6 months thereafter, the Contractor agrees not to circumvent, bypass, or attempt to circumvent or bypass the City in any transactions or agreements related to the services provided under this agreement. This includes, but is not limited to, directly or indirectly contacting, soliciting, or entering into any business transactions or agreements with any clients, partners, vendors, or other entities introduced or referred to the Contractor by the City during the course of this agreement, without the prior written consent of the City. The Contractor

further agrees not to disclose or use any confidential information obtained from the City for the purpose of circumventing the City in any such transactions or agreements. This non-circumvention provision shall survive the termination or expiration of this agreement.

#### 6.0 Non-Solicit

During the term of this agreement and for a period of six months thereafter, the Contractor agrees not to directly or indirectly solicit, induce, or attempt to solicit or induce any clients, customers, employees, or contractors of the City for the purpose of providing services similar to those provided under this agreement. This includes, but is not limited to, soliciting or inducing any clients, customers, employees, or contractors of the Client to terminate or reduce their business relationship with the City. The Contractor further agrees not to disclose or use any confidential information obtained from the City for the purpose of soliciting or inducing such clients, customers, employees, or contractors. This non-solicitation provision shall survive the termination or expiration of this agreement.

#### 7.0 Works Made for Hire:

For the purposes of this agreement, the term "Work" shall refer to all materials, content, creations, and intellectual property produced or developed by the Contractor pursuant to the terms of this agreement.

The Parties agree that all Work created by the Contractor under this agreement shall be deemed a "work made for hire" and all rights, title, and interest in and to such Work shall be the exclusive property of the City.

Contractor hereby irrevocably assigns, transfers, and conveys to the City all rights, title, and interest in and to the Work, including, but not limited to, all copyrights, trademarks, trade secrets, patents, and any other intellectual property rights, worldwide. In consideration for the Work created by the Contractor, the City shall pay the agreed-upon compensation as outlined in this agreement. The provisions of this clause shall survive the termination or expiration of this Agreement.

Regular Agenda

Administration and Governance Department - Liaison Councilmember G. Lee Hills

- 1. Approval for the Mayor and/or City Administrator to sign a contract with Georgia Interlocal Risk Management Agency (GIRMA) in an amount not to exceed \$1,249,294 for property, casualty and management liability insurance for coverage period May 1, 2024 through May 1, 2025 and additional amounts of \$78,750 for cyber insurance through Great American Insurance Group and/or Travelers Insurance, \$5,000 for drone liability insurance through global Aerospace and \$5,000 for flood insurance through Assurant for a total not to exceed \$1,338,044.

*The motion was for approval to sign a contract with Georgia Interlocal Risk Management Agency (GIRMA) in an amount not to exceed \$1,249,294 payable through Arthur J. Gallagher & Co. for property, casualty and management liability insurance for the City of Roswell for the coverage period of May 1, 2024 through May 1, 2025 and additional amounts of \$112,281 for cyber insurance through Travelers Insurance, \$5,000 for drone liability insurance through Global Aerospace and \$5,000 for flood insurance through Assurant for a total not to exceed of \$1,371,575.*

<b>RESULT:</b>	<b>APPROVED WITH CHANGES [UNANIMOUS]</b>
<b>MOVER:</b>	G. Lee Hills, Councilmember
<b>SECONDER:</b>	David Johnson, Councilmember
<b>IN FAVOR:</b>	Beeson, Hall, Hills, Johnson, Sells

Economic Development Department

- 2. Approval to award a Consulting Services contract and Scope of Work #1 and authorize the Mayor and/or City Administrator to execute an agreement with the contractor to provide the specified services in the amount Not-to-Exceed \$2,000,000 per year and authorize the City Administrator to sign task orders pursuant to such contract up to \$100,000 with funding to be evaluated with each Scope of Work.

*Resolution No. 2024-04-16*

*The motion was for approval of the Resolution to award a contract to Seer World LLC with conditions in the Resolution and approval of Scope of Work #1.*

<b>RESULT:</b>	<b>APPROVED [4 TO 1]</b>
<b>MOVER:</b>	Christine Hall, Councilmember
<b>SECONDER:</b>	Allen Sells, Councilmember
<b>IN FAVOR:</b>	Christine Hall, G. Lee Hills, David Johnson, Allen Sells
<b>OPPOSED:</b>	Sarah Beeson

Attachment: 2024-04-16\_Resolution to approve a master services agreement\_Seer Contract and Scope of Work 1\_05262026 (Seer Master

## EXHIBIT B

Scope of Work #1

Date: 4/22/2024

### 1.0 Economic Development Strategy and Enterprise Land Planning and Acquisition

- 1.1 Utilizing the insights gained from the qualitative interviews, available secondary research, literature review and any necessary newly commissioned studies, Seer will work with the City to co-develop an overarching land (possible acquisition and disposition) and development plan for Roswell.

This multi-nodal plan will contemplate various redevelopment sites with the intent of creating a development flywheel effect based on the elements of the city's economic development strategy. Each site will be subject to specific analysis and selling narratives which in their makeup will contemplate neighborhood compatibility with the desired use, existing and adjacent land use, environmental, infrastructure (utility, roads, sidewalks, etc.), fiscal analysis, and legal considerations. Seer, together with the City will co-create a development criteria to better sequence and prioritize sites for development and their intended effect on the economic development sector strategy.

These elements will be formative in the creation of Roswell's strategic narrative and aspirational vision statement; how it might incorporate recent master planning work and community building initiatives, county wide initiatives all while informing and driving communication, public awareness campaigns, tourism, and economic development content through the lens of a revamped Brand Roswell.

### 1.2 Economic Development Training and Strategy

- 1.2.1 Facilitate ongoing workshops that will:
- 1.2.1.1 Review and/or co-develop the City's short- and long-range economic development goals, juxtaposed with the city's three or five year plan.
  - 1.2.1.2 Assess the current state, value, and growth potential of existing industries as well as those in jeopardy of decline and forecasted timing of decline and effect.

Scope of Work #2 to  
Contract Agreement [RFQ #24-??]  
Outsourced City Chief Operating Officer  
September 9, 2024

This Scope of Work (“SOW #2”) is made and entered into between Seer World, LLC (“Seer”), a Georgia limited liability company and the City of Roswell (the “City”), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain executed Contract Agreement (“Agreement”) between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

Seer and the City agree regarding this SOW as follows:

#### Summary

Seer is engaged by the City under a separate Scope of Work (“SOW #1”) to assist the City to develop and execute the City’s Economic Development Strategy. The deliverables in SOW #1 include:

- Establishing a standardized rating approach to assess economic opportunities,
- Developing processes to forecast the City’s economic costs and benefits of opportunities,
- Developing a framework for communicating the concept and integrated effects of opportunities to Roswell residents and other constituents, and
- Training the City’s Economic Development team in best practices.

In addition, the City has identified the need for a staff augmentation resource to coordinate the implementation of the SOW #1 deliverables and to lead process improvement in the City’s ongoing reorganization.

Therefore, the City wishes to engage and retain Seer to provide a senior management resource, who will serve as a contractual chief operating officer (“COO”). Seer employee, Don Stephens (“Don Stephens”) shall provide the services under this SOW #2. No other persons from Seer or hired by Seer shall act as COO or perform duties of the COO without express written permission of the City Administrator or the Mayor and City Council.

#### Scope of Services Provided

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The COO will report directly to the City Administrator, who shall oversee all work performed by the COO for the City.

As may be more fully defined by the City Administrator and/or Mayor and Council, the COO shall work collaboratively with Department Directors, Assistant Directors and other senior leadership within the City government to support the City Administrator, primarily at the intersection of organizational goals and objectives, Mayor and City Council strategic priorities, City-wide initiatives, special projects, operational efficiencies, fiscal affairs, and administrative operations.

The COO will accomplish these objectives by serving as a trusted advisor to the City

**CITY OF ROSWELL**

Scope of Work #3

Parking Business Model

July 8, 2024



This Scope of Work ("SOW #3") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain executed Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

Seer and the City agree regarding this SOW as follows:

**PROJECT SUMMARY**

The desired outcome of this project is to continue the development of the comprehensive and self-sustaining parking business for the City of Roswell. The City has recognized that high land prices and the current cost of borrowing in the private sector has created significant headwinds for the developer community and in turn slowed growth for the City. The City has also recognized that these conditions provide a unique opportunity for municipal government to assist the private sector while managing the vision of growth, its locations and pace all while creating an environment for the City to participate. As a component of the bond strategy for the parking deck the City began to create a new business strategy outside of traditional municipal tax revenue models. This scope of work completes the analysis and will make final recommendations for implementation of the parking business model for the City of Roswell.

**PHASE ONE****Part 1. Establishment and Organization of Authorities**

Seer will develop a phased strategy for implementation. Phase One will include the establishment of a Public Facilities Authority (PFA), a Parking Authority (PA) and a schematic approach to integration with the Roswell Development Authority (RDA) and the Downtown Development Authority (DDA) as well as preliminary forecasts for OpX budgets, and future resource requirements to scale operations.

**Structuring Public Facilities Authority**

Deliverables:

1. Develop and track critical timelines for all projects contemplated for the PFA and milestones



## CITY OF ROSWELL

Real Estate Negotiation: Scope #1

USL Site Utilization Study

August 9, 2024

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This Scope of Work is made and entered into for real estate acquisition purposes between Seer World, LLC (“Seer”), a Georgia limited liability company and the City of Roswell (the “City”), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain executed Contract Agreement (“Agreement”) between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

Seer and the City agree regarding this SOW as follows:

### PROJECT SUMMARY

The City of Roswell has an interest in developing a Sport-Anchored Mixed-Use Development in their community. It is anticipated that the anchor tenant will be a 12,500 – 15,000 seat multi-purpose event center designed for women’s and men’s soccer but able to accommodate multiple sports and entertainment events.

Additionally, the following should be anticipated:

- Multi-Family Housing, Single-Family Attached, and Single-Family Detached
- Mixed Use Retail
- Commercial
- Hotel
- Surface and Structured Parking

Overall site development shall include the placement and access ingress and egress for the main facility and associated program elements. Vehicular drives, parking and pedestrian access for the development program shall be considered in the overall design.

This work represents site analysis and site planning as a precursor to future site master planning.

**Scope of Work #5 to  
Contract Agreement [RFQ #24-054-E]  
Hill Street Redevelopment  
October \_\_, 2024**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**Seer and the City agree regarding this SOW as follows:**

### **Project Summary**

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With the acquisition of the new Public Safety Headquarters located at 1080 Holcomb Bridge Road, the police department will vacate the property at 39 Hill Street making way for a mixed-use development to include office, retail, restaurant and residential land uses (the "Project"). The City or the City's Downtown Development Authority ("DDA") desires to enter into a land use agreement with a developer for such a project.

Therefore, the City wishes to engage and retain Seer under this SOW to:

- Recommend design of an Overlay District for the Project area
- In concert with City staff:
  - Consummate a Public-Private Partnership with the developer and DDA
  - Provide support and negotiate terms and deal structure of rental agreement
  - Negotiate program requirements related to proportions of residential, retail, and commercial components
  - Develop a parking strategy to maintain code compliance and opportunity for the city to participate in parking revenues
  - Secure reimbursement from the developer for a transportation study
  - Coordinate the Project with the Roswell Housing Authority development planned by HUD
- Provide transaction analysis and due diligence in preparation for Mayor and Council
  - Oversee the development and delivery of a financial analysis of the land transaction and rental agreement
  - Integrate the findings of the parking study and parking business plan developed under SOW #3 into the Project
- With City staff, manage closing the related transactions to activate the Project

**Contract Agreement [RFQ #24-054-E]  
Real Estate Negotiation: Scope of Work #6  
West Alley Hotel  
November \_\_, 2024**

This Scope of Work ("SOW") is made and entered into for real estate transaction purposes between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**Seer and the City agree regarding this SOW as follows:**

### **Project Summary**

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Since April 2017 the West Alley project, located on the corner of Magnolia Street and Mimosa Blvd, has been in various stages of planning and development. The City of Roswell desires to accelerate the project through our Economic Development Department. As a result, we are requesting Seer provide support to finalize a project that will include a hotel, conference center, retail, restaurant, parking infrastructure and residential land uses.

- Coordinate negotiations with the City to
  - Consummate a Public-Private Partnership with the developer
  - With City staff, negotiate program requirements related to proportions of residential, retail, and commercial components
  - Develop a parking strategy to maintain code compliance and opportunity for the city to participate in parking revenues
  - Secure reimbursement from the developer for the Transportation Study
- Transaction analysis in preparation for Mayor and Council
  - Coordinate the development and delivery of financial analysis of the development and transaction
  - Integrate the findings of the parking study and parking business plan developed under a prior SOW into the Project
- Assist with project approvals, closing and other related transactions to activate the Project

**Contract Agreement  
Communications: Scope of Work #7  
City of Roswell  
February 1, 2025**

This **Scope of Work** ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain **Contract Agreement** ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer for business consulting services on behalf of the City of Roswell as part of its strategic projects, specifically covering work outlined in Scope of Work #7; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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The primary objective of this project is to assess and optimize the City communication department's processes and channel management to enhance the efficiency and effectiveness of its outreach efforts. The project also aims to improve the coordination of inbound communications to accelerate response times and ensure concerns and inquiries are addressed promptly. By refining communication across both digital and analog channels, the initiative seeks to establish a cohesive and streamlined strategy that promotes clear, consistent, and targeted messaging. This approach will strengthen connections with internal city departments, external stakeholders, and the public, fostering trust and engagement across all audiences.

**Project Goals**

1. **Foster Transparent Engagement:** Enable transparent, two-way communication between the City of Roswell and its residents to keep the community informed, engaged, and involved in city initiatives.
2. **Establish a Unified Voice:** Develop and implement a cohesive brand voice that authentically reflects Roswell's unique character, values, and vision for the future.
3. **Optimize Outreach:** Expand and optimize communication channels to effectively reach diverse audiences, increasing awareness of city initiatives, services, programs, and special events.

**Contract Agreement**  
**Communications: Scope of Work #7**  
**City of Roswell**  
**February 1, 2025**

4. **Enhance Response Efficiency:** Streamline processes for inbound communications to reduce response times and improve overall satisfaction for residents, business community and stakeholders.
5. **Strengthen Internal Collaboration:** Build effective communication frameworks that align internal city departments, ensuring consistency and coordination in all public-facing interactions.

### **Services to Be Provided**

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#### **1.0 Communications Systems Review**

##### **Objective**

To perform a thorough evaluation of the City's communication systems, encompassing departmental processes, data management, operational capacity, staff roles, technical assets, and channel management. This review aims to uncover inefficiencies, enhance coordination, and identify opportunities to drive greater public engagement through optimized use of the City's communication platforms.

##### **Deliverables**

1. **Comprehensive Communications Systems Review Report**
  - An in-depth assessment of current processes, tools, and workflows, highlighting strengths and areas for improvement.
2. **Current Performance Metrics and Strategic Recommendations**
  - A detailed analysis of key performance indicators (KPIs) with actionable insights to align communications with strategic goals.
3. **Technical and Program Analysis**
  - Evaluation of existing technical assets and programs to ensure they meet the city's communication needs and future scalability.
4. **Subscriber and Acquisition Analysis**
  - Review of current subscriber bases and growth strategies, identifying ways to expand reach and engagement across target demographics.
5. **Landscape Benchmarking**
  - Analysis of the city's communication presence and practices against industry benchmarks to inform best practices and future investments.

**Contract Agreement [RFQ# 24-054-E]  
 Real Estate Negotiation: Stadium-Oriented Mixed-Use Development  
 Scope of Work #8  
 City of Roswell  
 April 25, 2025**

This Scope of Work ("SOW") is made and entered into for real estate transaction purposes between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on February 21, 2025 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to lead its sports and entertainment district initiative as part of its strategic economic plan; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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Transforming the east side of the City of Roswell is one of the top priorities for the City of Roswell's Economic Development strategy. In 2024 the City of Roswell created Roswell TAD #1, known as the East-West Connection Tax Allocation District ("TAD") in order to revitalize the Holcomb Bridge Road corridor and support the redevelopment of the east side and mid-town regions of the City. As described in the City's Economic Development strategy in July 2024 the City desires to limit growth to 120,000 people over the next 20 years and create boundary-breaking development to drive economic development and improved quality of life in the City. As a result, City wishes to engage and retain Seer under this SOW to provide land acquisition, master development partner selection, and initial due diligence services for the pre-acquisition phase, culminating in the purchase of a site and executed development related agreements with a master developer.

**Project Goals**

- Complete a purchase and sale agreement for a stadium oriented mixed-use development.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ#24-054-E]  
 Real Estate Negotiation: Stadium-Oriented Mixed-Use Development  
 Scope of Work #8  
 City of Roswell  
 April 25, 2025**

- Facilitate the selection and vetting of a master developer to support the acquisition and development of the sports and entertainment anchored district.
- Ensure comprehensive due diligence and risk mitigation to protect the city’s interest throughout the pre-development process.
- Negotiate development and partnership agreements among the parties that optimizes economic growth, financial sustainability, and community benefits.

**Services to Be Provided**

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Seer will provide professional consulting services in the following areas:

1.0 Master Development Partner Recruitment, Vetting, and Selection

Objective: implement a process, criteria, and weighted scoring to recruit, vet, and select a master development partner and determine the feasibility of a partnership.

Tasks:

- 1.1.1 Develop program guidelines for sports and entertainment led district
- 1.1.2 Identify and recruit master development candidates based on vetting criteria and weighted scoring
- 1.1.3 Review site plans, program pro formas, and developer qualifications from each candidate
- 1.1.4 Engage successful developer candidates and provide recommendations throughout the process on final master developer selection

2.0 Site Evaluation and Selection

Objective: Identify sites and sellers with land capable of housing the proposed development program that also aligns with the overall strategic development goals of the City. Plan and track real estate pre-development and due diligence items for the proposed sports and entertainment anchored district.

Tasks:

- 2.1.1 Identify potential sites for the proposed sports and entertainment district and engage sellers to determine total site viability
- 2.1.2 Compile site related due diligence items from sellers

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ# 24-054-E]  
 Financial Analysis Real Estate Negotiation: Stadium-Oriented Mixed-  
 Use Development  
 Scope of Work #9  
 City of Roswell  
 April 25, 2025**

This Scope of Work ("SOW") is made and entered into for real estate transaction purposes between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on February 21, 2025 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to lead its sports and entertainment district initiative as part of its strategic economic plan; and

**WHEREAS**, Seer plans on the assistance of DaVinci Development Collaborative LLC ("DaVinci") to provide the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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Transforming the east side of the City of Roswell is one of the top priorities for the City of Roswell's Economic Development strategy. In 2024 the City of Roswell created Roswell TAD #1 known as the East-West Connection Tax Allocation District ("TAD") in order to revitalize the Holcomb Bridge Road corridor and support the redevelopment of the east side and mid-town regions of the City. As described in the City's Economic Development strategy in July 2024 the city desires to limit growth to 120,000 people over the next 20 years and create boundary-breaking development to drive economic development and improved quality of life in the City. ~~the~~ As a result, City wishes to engage and retain Seer under this SOW to provide land acquisition, master development partner selection, and initial due diligence services for the pre-acquisition phase, culminating in the purchase of a site and an executed development agreement with a master developer. As a component of the due diligence services the City desires a complete financial analysis of the deal structure including vetting of prospective development partners, fiscal stability, and financial investment strategy for a mixed use development. The City further desires projections of potential tax benefits of a stadium oriented mixed-use development and

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ# 24-054-E]  
Financial Analysis Real Estate Negotiation: Stadium-Oriented Mixed-  
Use Development  
Scope of Work #9  
City of Roswell  
April 25, 2025**

long-term financial projections of the feasibility of the project.

**Project Goals**

- Assist and advise the vetting of a master developer to support the acquisition and development of the sports and entertainment anchored district.
- Ensure comprehensive due diligence, economic and fiscal impact analysis, and risk mitigation to protect the city's interest throughout the pre-development process.
- Establish an actionable framework for project execution, timeline management, and deal tracking.

**Services to Be Provided**

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Seer will engage DaVinci to provide professional consulting services in the following areas:

**1.0 Master Development Partner Recruitment, Vetting, and Selection**

Objective: Evaluate Master Developer candidates' financial capabilities to ensure closing capability and future development success.

Tasks:

- 1.1.1 Review site plans, program pro formas, and developer qualifications from each candidate
- 1.1.2 Evaluate each candidate's financial capabilities, borrowing capacities, past borrowing history, and previous development project's financial and operational success
- 1.1.3 Evaluate each candidate's development leasing history including costs per square foot and their ability to program sites post-construction
- 1.1.4 Provide recommendations throughout the process on final master developer selection

**2.0 Site Evaluation Financial Analysis**

**Contract Agreement [RFQ#24-054-E]  
City of Roswell Branding Initiative  
Scope of Work #10  
City of Roswell  
May 29, 2025**

**May 29, 2025**

**SOW #10: Identity Roswell - Phase 1: Discovery**

**1. Project Title:** Identity Roswell - Phase 1: Discovery

**2. Introduction & Project Summary:**

This Statement of Work (SOW) covers Phase 1 (Discovery) of the Identity Roswell initiative. The overall goal of the initiative is to establish a clear, consistent, and data-driven identity for the City of Roswell that aligns with its strategic imperatives and resonates with both residents and the business community. The first phase focuses on both qualitative and quantitative research and assessment to build a foundation for the City's refreshed identity narrative. The findings from this phase are critical for ensuring the final identity is objectively derived and broadly accepted.

**3. Context:**

The City of Roswell seeks to define and articulate a contemporary narrative and visual identity that aligns with its strategic goals. Current identity expressions are inconsistent and not clearly understood. To achieve consistency and adoption, the refreshed identity must be grounded in empirical data gathered through rigorous research and stakeholder engagement. This phase lays that essential groundwork.

- **Identity Definition (for project context):** A twofold system of recognition and meaning:
  - i) A system of multi-channel visual symbols and linguistic expressions for instant recognition.
  - ii) A meaningful Identity narrative defining essential values, brand promise, and character attributes to guide future communications.

**4. Phase 1 Objectives:**

- Compile and analyze all relevant existing data and previous brand expressions.
- Identify and map key internal and external stakeholders and influencers.
- Recommend quantitative research methodologies to complement qualitative findings.
- Gather in-depth qualitative insights through comprehensive stakeholder interviews.
- Produce a formal Emergent Findings Report summarizing all research and assessment, serving as the foundation for Phase 2.

**5. Scope of Work (Phase 1 Tasks):**

- **1.1. Literature Review:** Compile and ingest all existing reports, research, engagement session data, and previous brand expressions relevant to the Identity Roswell strategy.

**Contract Agreement [RFQ #24-054-E]**  
**Confidential Real Estate Negotiation: Scope of Work #11**  
**West Alley Hotel**  
**June 1, 2025**

This Scope of Work ("SOW") is made and entered into for real estate transaction purposes between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**Seer and the City agree regarding this SOW as follows:**

### **Project Summary**

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As of March 31, 2025, the lack of progress required in the performance agreement with the Developer caused West Alley LLC ("the Company") to be in default of the Economic Development Agreement First Amendment between the Roswell Downtown Development Authority ("DDA") and the Company. The Company also did not exercise their one-time option to extend the outside date for commencement of construction by providing written notice to the DDA. The City is requesting that Seer provide support to reposition the project and meet the City's vision for a mixed-use development to include a hotel, conference center, retail, restaurant, parking infrastructure and residential land uses. The scope shall include the following in two phases

#### Phase 1.

- A. Liaise with the City and DDA to unwind the existing transaction.
  - Provide a singular point of contact for the DDA via a project manager
  - Coordinate the removal of the existing tax abatement for the project
  - Unencumber and secure legal title to the DDA-Parcel.
- B. Prepare for and create the basis for a new land transaction
  - Review all appraisals, ensuring proper methodology.
  - Develop and propose a term sheet for City and DDA review

#### Phase 2.

- Negotiate with current land-owners to
  - Secure target property for a reenvisioned project.
  - Create a land assembly which allows for future project success.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ 24-054-E]  
Real Estate Negotiation: Scope of Work #12  
Hill Street Formal Due Diligence: Transaction Management  
July 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to lead the formal due diligence period and manage the closing schedule for the Hill Street Development; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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With the execution of the Land Exchange Agreement for the Hill Street Development, the City will enter into a Formal Due Diligence and Inspection period to advance the closing schedule on the project.

Therefore, the City wishes to engage and retain Seer under this SOW to:

- In coordination with City staff, manage the Closing schedule and all related transaction documents and requirements for the Project.

**Services to Be Provided**

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1. Transaction Closing Coordination and Schedule Management

Objective: In coordination with City staff, manage the Closing schedule and all related transaction requirements for the Project.

Tasks:

- 1.1. Develop and maintain a detailed Closing Checklist outlining all required documents, approvals, milestones, and responsible parties.
- 1.2. Coordinate with City staff, legal counsel, the developer, and third parties to confirm all Closing deliverables.

**Contract Agreement [RFQ 24-054-E]  
 Real Estate Negotiation: Scope of Work #13  
 Hill Street Formal Due Diligence: Final Agreements & RFP Support  
 July 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to finalize the negotiated terms and deal structure during the agreed to formal due diligence period for the Hill Street Development

**WHEREAS**, the City desires to engage Seer to advise and support the selection of a Construction Manager (CMAR) and Townhome Developer in a Request for Proposal (RFP) process; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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With the execution of the Land Exchange Agreement for the Hill Street Development, the City will enter into a Formal Due Diligence period for the project.

Therefore, the City wishes to engage and retain Seer under this SOW to:

- Finalize the negotiated terms and deal structure of the Ground Lease, Parking Agreement, Environmental Indemnity Agreement, Master Declaration Agreement, Development Agreement, and DDA Intergovernmental Agreement (IGA).
- Provide advisory services and support for the Construction Manager at Risk (CMAR) and Townhome Builder Requests for Proposals (RFPs).

**Services to Be Provided**

1. Formal Due Diligence Documentation and Deal Structure Finalization

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ #24-054-E]  
Real Estate Negotiation: Scope of Work #14  
USL Sites 2A & 2B Utilization Study  
July 10, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to prepare site utilization studies for two sites for a potential Sport-Anchored Mixed-Use Development; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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The City of Roswell has an interest in developing a Sport-Anchored Mixed-Use Development (the "Project") in their community. It is anticipated that the anchor tenant will be a 12,500 – 15,000 seat multi-purpose event center designed for women’s and men’s soccer but able to accommodate multiple sports and entertainment events.

The Project is anticipated to include the following:

- Multi-Family Housing, Single-Family Attached, and Single-Family Detached
- Mixed-Use Retail
- Commercial
- Hotel
- Surface and Structured Parking

The City needs a site analyses and utilization study for two potential development sites to include the placement and access ingress and egress for the main facility and associated program elements along with vehicular drives, parking and pedestrian access for the development program in the overall design. The site analysis and planning is a precursor to future anticipated site master planning.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ 24-054-E]  
Real Estate Negotiation: Scope of Work #15  
2025 Quarter 3 Economic Development Strategy and Project  
Management  
July 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to originate economic development projects in coordination with and on City's behalf for the period FY 2025, Quarter 3; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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With the implementation of the City's economic development strategy and the challenges associated with bringing projects to fruition, the City wishes to engage and retain Seer under this SOW to:

- Engage property owners, developers, and strategic partners to originate new economic development projects consistent with the City's strategy.
- Participate in strategy meetings with staff, economic development team, and city officials as necessary, negotiate preliminary development agreements, advise, and report on progress.

**Services to Be Provided**

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1. Economic Development Support

Objective: Support the implementation of the City's economic development strategy by engaging stakeholders, advancing strategic initiatives, and facilitating new development opportunities.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ 24-054-E]  
Real Estate Negotiation: Scope of Work #16  
Origination: City Center  
July 18, 2025**

This Scope of Work ("SOW") is made and entered into for real estate transaction purposes between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to provide advisory services related to the negotiation, planning, and execution of a potential development project located at Roswell Town Center ("City Center"); and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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The City has identified City Center as a priority area for redevelopment into a mixed-use project (the "Project"). The Project is expected to advance the City's economic development goals, activate underutilized land, and enhance the surrounding neighborhood.

Seer will support the City in coordinating with stakeholders, evaluating site plans, and managing the transition of this project from origination to Letter of Intent (LOI), ensuring alignment with public objectives and compliance with applicable regulations.

The City wishes to engage and retain Seer under this SOW to:

- Advise on the evaluation, structuring, and negotiation of a Letter of Intent as well as development concepts for the Project.
- Develop and integrate the City's parking model that addresses design, financing, and operational considerations for the Project.
- Provide project management support to coordinate, track, and report on all aspects of the development process, ensuring alignment with the City's objectives and timelines.

**Contract Agreement [RFQ 24-054-E]  
Real Estate Negotiation: Scope of Work #16  
Origination: City Center  
July 18, 2025**

- Support stakeholder engagement and preliminary due diligence activities, including coordination with property owners, developers, legal counsel, and City staff to advance the Project from origination to implementation.

## **Services to Be Provided**

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### 1.0 Transaction Structure and Financial Analysis

Objective: Evaluate, structure and negotiate a financially sound and beneficial agreement that protects the City's interests, optimizes economic and community benefits, and secures necessary funding commitments for successful project delivery.

Tasks:

- 1.1 Develop and review proposed term sheet and all subsequent redlines. Develop and evaluate transaction structure.
- 1.2 Review developers financial projections and provide a comprehensive financial analysis to support the transaction.
- 1.3 Make recommendations on the optimal financial arrangement for the City.
- 1.4 Prepare a report summarizing findings and recommendations.

### 2.0 Integration of City-Wide Parking Model

Objective: Develop and implement an optimized parking model that aligns with the City and developers operational goals, financial performance, and broader city-wide parking strategy.

Tasks:

- 2.1 Assess and recommend optimal parking facility locations, design configurations, financing mechanisms, and operational strategies for the Project's parking requirements.
- 2.2 Evaluate the potential need for City participation or incentives to support the development, funding, or management of parking solutions.
- 2.2 Incorporate city-wide parking policies, pricing strategies, and management best practices into the Project's financial and operational analysis.
- 2.3 Provide a report detailing parking solution recommendations.

**Contract Agreement [RFQ# 24-054-E]  
City of Roswell Chambray Hotel  
Scope of Work #17  
City of Roswell  
September 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to support the City in its first Roswell Development Finance Program (RDFFP) loan and a Roswell Development Authority (RDA) Bond-for-Title transaction for the Chambray Hotel Development.

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services including the review and validation of financing and deal viability. and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

The City is on the precipice of permitting the proposed downtown Chambray hotel development project. Before proceeding, the City requires confirmation that the project's capital stack is viable, complete, and capable of supporting vertical construction. Seer will review the proposed sources and uses of funds, validate underlying assumptions, and assess the readiness of equity, debt and incentives including the Roswell Development Finance Program ("RDFFP") and Bond-for-Title to be provided by the Roswell Development Authority (RDA). The goal is to provide assurance that the project is financially positioned to move forward before public resources are committed to accelerating permitting timelines.

**Services to Be Provided**

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**1.0 Capital Stack Documentation Review**

Objective: Confirm that all elements of the project's capital stack are clearly documented, aligned with market standards, and sufficiently committed to support timely construction mobilization.

**Contract Agreement [RFQ#24-054-E]  
City of Roswell Bowen & 92 Development  
Scope of Work #18  
City of Roswell  
October 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City, in conjunction with the Roswell Downtown Development Authority, ("RDA"), desires to engage Seer to lead the negotiations for the sale as well as the redevelopment of property located along Bowen Road and State Route 92 ("the Project"); and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

The City, in conjunction with the RDA, is negotiating the sale of a portion of an 8.64 acre property to a private developer for redevelopment. The property will be designed as a grocery based commercial development and will incorporate the integration of a new Roswell fire station. The City/RDA also intends to engage an adjacent property owner to explore opportunities for coordinated planning and integration of their site into the overall Project. This effort requires negotiation of transaction terms, coordination of public facility needs, and stakeholder engagement to ensure a comprehensive site plan that supports both public service delivery and the City's economic development goals.

**Services to Be Provided**

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Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ#24-054-E]  
 City of Roswell Hill Street Closing Management & Implementation  
 Support  
 Scope of Work #19  
 City of Roswell  
 September 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to manage the Hill Street Redevelopment Closing process and Deal Implementation; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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The City is in the process of closing on the Hill Street Mixed-Use transaction. As such, the City would like Seer to manage the closing process and provide implementation support, guiding the City through the final steps necessary to achieve a successful transaction and prepare the site for redevelopment. Building on the previous due diligence and drafting of all legal documents and agreements already completed, this scope ensures that financing, bonding, legal, and site-preparation and readiness activities are coordinated, documented, and executed in alignment with the City's objectives as well as the City's P3 partners.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ 24-054-E]  
Real Estate Negotiation: Scope of Work #20  
2025 Quarter 4 Economic Development Strategy and Project  
Management  
October 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to originate economic development projects in coordination with and on City's behalf for the period FY 2025, Quarter 4; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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With the implementation of the City's economic development strategy and the challenges associated with bringing projects to fruition, the City wishes to engage and retain Seer under this SOW to:

- Engage property owners, developers, and strategic partners to originate new economic development projects consistent with the City's strategy.
- Participate in strategy meetings with staff, economic development team, and city officials as necessary, negotiate preliminary development agreements, advise, and report on progress.

**Services to Be Provided**

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1. Economic Development Support

Objective: Support the implementation of the City's economic development strategy by engaging stakeholders, advancing strategic initiatives, and facilitating new development opportunities.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ#24-054-E]**  
**City of Roswell**  
**Hillrose Market Post-Closing Implementation**  
**Scope of Work #21**  
**City of Roswell**  
**December 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires professional oversight and advisory services to support the post-closing phase of the Hillrose Market real estate development;

**WHEREAS**, Seer has the expertise to provide development coordination, permitting oversight, compliance monitoring, and construction loan status reporting;

**WHEREAS**, the City desires to retain Seer to provide such services to ensure the project remains on schedule, compliant with agreements, and coordinated across design, permitting, and financial obligations;

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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The City is in the final pre-construction phase for the Hillrose Market Development and has entered into a Post-Closing Agreement which governs the timeframe between Closing and the Commencement of Construction. As such, the City would like Seer to manage all necessary Post-Closing requirements and commencement conditions as detailed in the agreement. Services include design coordination for the townhome portion of the project, permitting compliance monitoring, post-closing compliance monitoring, and construction loan status tracking to ensure timely and efficient project execution for construction.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ#24-054-E]  
City of Roswell  
Bowen & 92 Implementation/Closing Management  
Scope of Work #22  
City of Roswell  
December 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to manage the Bowen & 92 property sale Closing process; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

The Roswell Development Authority (RDA) and Seer, in conjunction with the City has negotiated a Purchase and Sale Agreement ("PSA") of a portion of an 8.64 acre property at Bowen and 92 to a private developer for redevelopment. The property will be designed as a commercial development led by a national green grocer and will incorporate a new Roswell fire station to be built by the City. Seer, the Buyer/Developer, and the City/RDA also intend to work with an engaged adjacent property owner to effectuate a land swap or sale to complete the approved site layout. The Closing phase requires negotiation of pertinent legal documents which may include a development agreement and other governing documents outlining reciprocal easements, operations, management, and/or declarations of covenants and conditions, which shall create and establish rights and easements running with the land with certain shared improvements, common areas, and infrastructure benefiting and/or burdening the property. The City desires to have Seer to manage the closing process, including the services below.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

**Contract Agreement [RFQ#24-054-E]  
City of Roswell  
Tax Allocation District Support  
Scope of Work #23  
City of Roswell  
December 1, 2025**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to advance its redevelopment efforts by updating and refining the financial estimates and projections contained within its previously adopted Tax Allocation District ("TAD") Redevelopment Plan;

**WHEREAS**, the City further seeks strategic advisory support in coordinating, engaging, and advocating with Fulton County and Fulton County Schools to pursue their participation in the TAD;

**WHEREAS**, the City desires to retain Seer to provide professional consulting services to support the refinement of the TAD Redevelopment Plan and to assist the City in stakeholder engagement, intergovernmental coordination, and related advisory activities;

**WHEREAS**, Seer and its vendor KB Advisory Group ("KB") have the necessary expertise, personnel, and resources to perform these services ; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

This SOW outlines the scope, approach, and fee for updating the Tax Allocation District (TAD) revenue forecast contained in the City of Roswell's adopted redevelopment plan for the Roswell East-West Connection TAD #1. Updated planning details for several redevelopment projects within the TAD, combined with new development activity and updated market conditions, require a refreshed valuation forecast and an updated projection of incremental property tax revenues. Roswell is in discussions with Fulton County and Fulton County Schools regarding potential participation in the TAD. To add to the City's case, Seer and KB will prepare a concise fiscal and school impact review to support continued intergovernmental negotiations. The work focuses on updating the development program, valuation forecast digest projections, and 25-

**Contract Agreement [RFQ#24-054-E]**  
**City of Roswell**  
**Tax Allocation District Support**  
**Scope of Work #23**  
**City of Roswell**  
**December 1, 2025**

year revenue forecast originally presented in the adopted redevelopment plan, and on identifying the revenue implications and service-demand context for the Fulton County School System under revised development scenarios. Seer will work in conjunction with KB on services 1.0, 6.0, and 7.0, with KB leading initiatives for services 2.0, 3.0, 4.0, and 5.0 as listed below.

### **Services to Be Provided**

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1.0 Review of Adopted Redevelopment Plan, Applications Submitted to Fulton County and Fulton County Schools, and Updated Project Materials

- 1.1. Meet with City leadership and staff to confirm objectives, review current information application submitted to Fulton County and Fulton County Schools, and collect the materials needed for the updated TAD forecast.
- 1.2. Review all updated project-level planning documents and identify the projects that remain unchanged, projects requiring revised scale or timing, new project to include, and projects that should be removed because they are no longer active or aligned.
- 1.3. This service results in an updated redevelopment list that will serve as the basis for the revised forecast.

2.0 Development Valuation Forecast

- 2.1. Prepare a forward-looking valuation forecast for each redevelopment project identified in 1.0.
- 2.2. Establish a refined development program for each project, forecasting projected market-appraised value at stabilization using current pricing, comparable properties, income-based valuation, and replacement cost indicators, and converting those appraised values into taxable assessed values using current Fulton County assessment practices.
- 2.3. Produce an updated valuation table consistent with the structure used in the adopted redevelopment plan, with additional details, as needed.

3.0 Updated Digest Base and Increment Projection

- 3.1. Confirm current taxable base values for all parcels within the TAD boundary.

**Contract Agreement [RFQ 24-054-E]  
Real Estate Negotiation: Scope of Work #25  
2026 Quarter 1 Economic Development Strategy and Project  
Management  
January 1, 2026**

This Scope of Work ("SOW") is made and entered into between Seer World, LLC ("Seer"), a Georgia limited liability company and the City of Roswell (the "City"), a municipal corporation of the State of Georgia, as of the date set forth below, and is attached to, incorporated in and made a part of that certain Contract Agreement ("Agreement") between Seer and the City, approved by Mayor and Council on April 22, 2024 by Resolution Number 2024-04-16.

**RECITALS**

**WHEREAS**, the City desires to engage Seer to originate economic development projects in coordination with and on City's behalf for the period FY 2026, Quarter 1; and

**WHEREAS**, Seer has the necessary expertise, personnel, and resources to perform these services; and

**WHEREAS**, both parties agree to the terms outlined herein.

**Seer and the City agree regarding this SOW as follows:**

**Project Summary**

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With the implementation of the City's economic development strategy and the challenges associated with bringing projects to fruition, the City wishes to engage and retain Seer under this SOW to:

- Engage property owners, developers, and strategic partners to originate new economic development projects consistent with the City's strategy.
- Participate in strategy meetings with staff, economic development team, and city officials as necessary, negotiate preliminary development agreements, advise, and report on progress.

**Services to Be Provided**

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1. Economic Development Support

Objective: Support the implementation of the City's economic development strategy by engaging stakeholders, advancing strategic initiatives, and facilitating new development opportunities.

Attachment: Seer SOW Project Summaries\_05262026 (Seer Master Services Agreement)

Seer World LLC Contract  
Annual Authorization

\$2,000,000

Per annum

Scope of Work	Date	Description	Contract Amount	Billed/Paid thru		Status
				5/5/26		
SOW #1	4/22/2024	Economic Development Strategy, Land Planning & Acquisition	\$ 605,000	\$ 604,941		CLOSED
SOW #2	6/10/2024	Chief Operating Officer	\$ 681,774	\$ 681,774		CLOSED
SOW #3	7/22/2024	Parking Business Model	\$ 143,000	\$ 143,000		CLOSED
SOW #4	8/14/2024	USL Site Utilization	\$ 35,500	\$ 35,500		CLOSED
SOW #5	11/19/2024	Hill Street Mixed Use - Origination	\$ 210,120	\$ 209,814		CLOSED
SOW #6	11/19/2024	West Alley Hotel - Real Estate Negotiation	\$ 83,029	\$ 74,165		CLOSED
SOW #7	3/6/2025	Communications	\$ 97,900	\$ 91,901		ACTIVE
SOW #8	5/6/2025	Stadium Mixed-Use: Negotiation	\$ 97,680	\$ 50,713		CLOSED
SOW #9	5/8/2025	Stadium Mixed-Use: Financial Analysis	\$ 96,140	\$ 60,979		CLOSED
SOW #10	6/9/2025	Branding Initiative - Phase I (Discovery)	\$ 70,400	\$ 70,400		CLOSED
SOW #11	6/5/2025	West Alley Hotel - Real Estate Negotiation	\$ 89,100	\$ 80,538		CLOSED
SOW #12	8/1/2025	Hill Street: Formal Due Diligence - Transaction Mgmt	\$ 99,220	\$ 99,220		CLOSED
SOW #13	7/28/2025	Hill Street: Formal Due Diligence - Agreements and RFP Support	\$ 97,900	\$ 97,790		CLOSED
SOW #14	7/12/2025	USL Sites A2 and 2B Utilization Study	\$ 35,500	\$ 35,500		CLOSED
SOW #15	7/28/2025	Q3 EconDev Strategy and Project Management	\$ 99,000	\$ 53,541		CLOSED
SOW #16	8/1/2025	City Center - Origination	\$ 89,540	\$ 87,914		CLOSED
SOW #17	10/6/2025	Chambray Hotel - Transaction Support	\$ 33,660	\$ 11,453		CLOSED
SOW #18	10/24/2025	Bowen/92 - Origination	\$ 30,800	\$ 4,781		CLOSED
SOW #19	10/30/2025	Hill Street Closing Management & Implementation	\$ 87,450	\$ 87,450		CLOSED
SOW #20	11/14/2025	Q4 EconDev Strategy and Project Management	\$ 99,000	\$ 74,195		CLOSED
SOW #21	1/24/2026	Hillrose Market - Post Closing Implementation	\$ 66,110	\$ 66,110		CLOSED
SOW #22	12/3/2025	Bowen & 92 - Implementation/Closing Management	\$ 35,200	\$ 21,118		CLOSED
SOW #23	12/13/2025	Tax Allocation District Support	\$ 57,063	\$ 29,642		CLOSED
SOW #24	N/A	N/A	\$ -			
SOW #25	2/20/2025	Q1 EconDev Strategy and Project Management	\$ 50,000	\$ 48,378		CLOSED
			\$ 3,090,086	\$ 2,820,817		

Attachment: MSA Paid Invoices\_05262026 (Seer Master Services Agreement)

**City of Roswell****Mayor and Council****AGENDA ITEM REPORT****ID # - 10463**

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**MEETING DATE:** May 26, 2026  
**DEPARTMENT:** City Attorney's Report  
**ITEM TYPE:** Closure

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**Recommendation to go into Closure at 5:30 PM on Monday, June 8, 2026 to Discuss Personnel, Litigation and/or Real Estate.**

**Item Summary:**

Recommendation to go into Closure at 5:30 PM on Monday, June 8, 2026 to Discuss Personnel, Litigation and/or Real Estate.

**Presented by:**

David Davidson, City Attorney