



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

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

**Monday, June 8, 2026**

**7:00 PM**

**City Hall - Council Chambers**

**Welcome**

**Roll Call**

**Invocation/Moment of Silence - Pastor Ryan McDermott, Restoration Church**

**Pledge of Allegiance**

**Consent Agenda**

- 1. #10483 Approval of the minutes of the Tuesday, May 26, 2026 Mayor and Council Meeting.**
- 2. #10433 Approval of a Resolution to accept Woodstock Road right-of-way for a Streetscape/Sidewalk improvement along "88 Woodstock Road" parcel.**  
*Presented by Andy Phlegar, Director of Transportation*
- 3. #10432 Approval of a Resolution to accept Norcross Street right-of-way for a Streetscape/Sidewalk improvement along "100 Norcross Street" parcel**  
*Presented by Andy Phlegar, Director of Transportation*
- 4. #10454 Approval to accept the Georgia Recreation and Parks Association (GRPA) Building Opportunities in Out-of-School Time (BOOST) Grant award in the amount of up to \$15,000.**  
*Presented by Steven Malone, Director of Recreation, Parks, H&C Affairs*

**Regular Agenda**

- 1. #10474 Approval of a modification of zoning conditions with concurrent variances for the civic and retail development known as Bowen & 92 located at 1340 Woodstock Road (ZMCC-0126-000001).**

**\*\*\*THIS ITEM IS BEING DEFERRED\*\*\***

*Presented by Michelle Alexander, Director of Community Development*

**City Attorney's Report**

- 2. #10485 Approval of a Resolution of the City of Roswell authorizing participation in an Amicus Brief in Chang v. City of Milton in support of the City of Milton.**

*Presented by David Davidson, Chief Legal Officer & City Attorney*

- 3. #10484 Recommendation to go into Closure at 5:30 pm on Monday, June 22, 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 # - 10483

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**MEETING DATE:** June 8, 2026  
**DEPARTMENT:** Administration  
**ITEM TYPE:** Approval

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#### **Approval of the minutes of the Tuesday, May 26, 2026 Mayor and Council Meeting.**

**Item Summary:**

Approval of the minutes of the Tuesday, May 26, 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**

**Tuesday, May 26, 2026                      7:00 PM                      City Hall - Council Chambers**

**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 - Pastor Justin Mason, World Harvest Church**

**Pledge of Allegiance - Pastor Justin Mason, World Harvest Church**

**Mayor's Report**

- 1. #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.**

**RESULT:            RECOGNIZED**

**Consent Agenda**

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

- 1. #10461 Approval of the minutes of the May 11, 2026 Mayor and Council Meeting.**

Attachment: Minutes\_M&C\_052626 - DRAFT Unapproved (M&C Minutes - 5/26/26)

Regular Agenda**1. #10391 Approval of the TSPLOST 2026 Project List.**

<b>RESULT:</b>	<b>APPROVED [5 TO 1]</b>
<b>MOVER:</b>	Jennifer Phillippi, Councilmember
<b>SECONDER:</b>	Chris Zack, Councilmember
<b>IN FAVOR:</b>	Beeson, Hall, Phillippi, Sells, Zack
<b>OPPOSED:</b>	Eren Brumley

**2. #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)***Ordinance No. 2026-05-04*

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

**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)***Ordinance No. 2026-05-05*

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

**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)***Ordinance No. 2026-05-06*

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

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)**

*Ordinance No. 2026-05-07*

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

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)**

*Ordinance No. 2026-05-08*

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

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)**

*Ordinance No. 2026-05-09*

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

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)**

*Ordinance No. 2026-05-10*

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

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.**

*Resolution No. 2026-05-10*

<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

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.**

<b>RESULT:</b>	<b>APPROVED [4 TO 2]</b>
<b>MOVER:</b>	Sarah Beeson, Councilmember
<b>SECONDER:</b>	Eren Brumley, Councilmember
<b>IN FAVOR:</b>	Sarah Beeson, Eren Brumley, Jennifer Phillippi, Chris Zack
<b>OPPOSED:</b>	Christine Hall, Allen Sells

11. **#10463 Recommendation to go into Closure at 5:30 PM on Monday, June 8, 2026 to Discuss Personnel, Litigation and/or Real Estate.**

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

Adjournment

The meeting was adjourned at 7:47 PM



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10433

**MEETING DATE:** June 8, 2026

**DEPARTMENT:** Transportation

**ITEM TYPE:** Resolution

### **Approval of a Resolution to accept Woodstock Road right-of-way for a Streetscape/Sidewalk improvement along “88 Woodstock Road” parcel.**

**Item Summary:**

The “88 Woodstock Road” streetscape/sidewalk improvement is proposed by AEC as part of its new single family residential construction project. The proposed improvements include a new driveway and streetscape (6-foot-wide sidewalk) along the entire Woodstock Road parcel frontage. An existing 5-foot-wide sidewalk along approximately ¼ of the parcel frontage is allowed to stay. The new sidewalk will be 6-foot-wide.

This right-of-way donation is for the acceptance of 0.007 acres (293 square feet) for the streetscape improvements, such that right-of-way along this parcel of Woodstock Road encompasses the proposed streetscape/sidewalk plus one (1) foot. All improvements will be constructed by the applicant/AEC. The parcel frontage length is approximately 99.99 feet.

The right-of-way deed is attached with its site plan as “Exhibit B Right-of-Way Dedication” including a legal description of the parcel.

The proposed “88 Woodstock Rd” streetscape improvements have been approved by the Transportation Department. Staff recommend securing the 0.007 acres of right-of-way as proposed.

**Committee or Staff Recommendation:**

On May 26, 2026 the Committees of Council recommended placing this Item on the June 8, 2026 Mayor and Council Agenda.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve a Resolution to accept Woodstock Road right-of-way for a Streetscape/Sidewalk improvement along “88 Woodstock Road” parcel.

**Presented by:**

Andy Phlegar, P.E., Director of Transportation

Tax ID 12-189-103-890-62-6

**CITY OF ROSWELL**  
**38 Hill Street, Suite 235, Roswell, GA 30075**

**RIGHT OF WAY DEED**

GEORGIA, FULTON COUNTY

PROJECT NO. LDPS-0126-000009

THIS CONVEYANCE made and executed the 20th day of APRIL, 2026 between Ryan Colwell, hereinafter called "Grantor", and the City of Roswell, a political subdivision of the State of Georgia, hereinafter called "Grantee",

WITNESSETH, That, Grantor, for and in consideration of ONE DOLLAR (\$1.00), in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, sell and conveyed unto said CITY OF ROSWELL, a Georgia municipal corporation, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in **Land Lot(s) 388 and 389** of the **1st District, 2<sup>nd</sup> Section** of Fulton County, Georgia, being a portion of Woodstock Road, Fulton County, Georgia more particularly described on Exhibit "A" attached hereto and made a part by this reference.

**TO HAVE AND TO HOLD** the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Roswell. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

(Continue on the following page)

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2026 in the presence of:

[Signature]  
Witness

[Signature]  
Grantor's Name CITY OF ROSWELL

[Signature]  
Notary Public  
(Affix Notary Seal and Expiration)  
Expiration - May 1, 2029



ACCEPTED BY:

CITY OF ROSWELL  
a Georgia municipal corporation  
(Grantee)

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

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Notary Public  
(Affix Notary Seal and Expiration)

Attachment: ROW Agreement Signed (88 Woodstock Road ROW Acceptance)

**EXHIBIT "A"****Dedicated Right-of-Way Area to the City of Roswell, Georgia**

ALL THAT TRACT OR PARCEL of land being in Land Lot 388 and 389 of the 1st District of Fulton County, Georgia, and being shown on Exhibit A which is based on a survey prepared by Survey Land Express dated April 13, 2023, being more particularly described as follows:

THE POINT OF COMMENCEMENT begins at a 1/2" reinforcing bar set found at the northeastern right-of-way of 88 Woodstock Road in land lot 388 of the 1st district of Fulton County, Georgia. running thence along said right-of-way north 54 degrees 08 minutes 24 seconds west for 7.08 feet to the POINT OF BEGINNING;

from said POINT OF BEGINNING; located on said right-of-way.

running thence south 85 degrees 04 minutes 49 seconds west for 10.02 feet to a point;

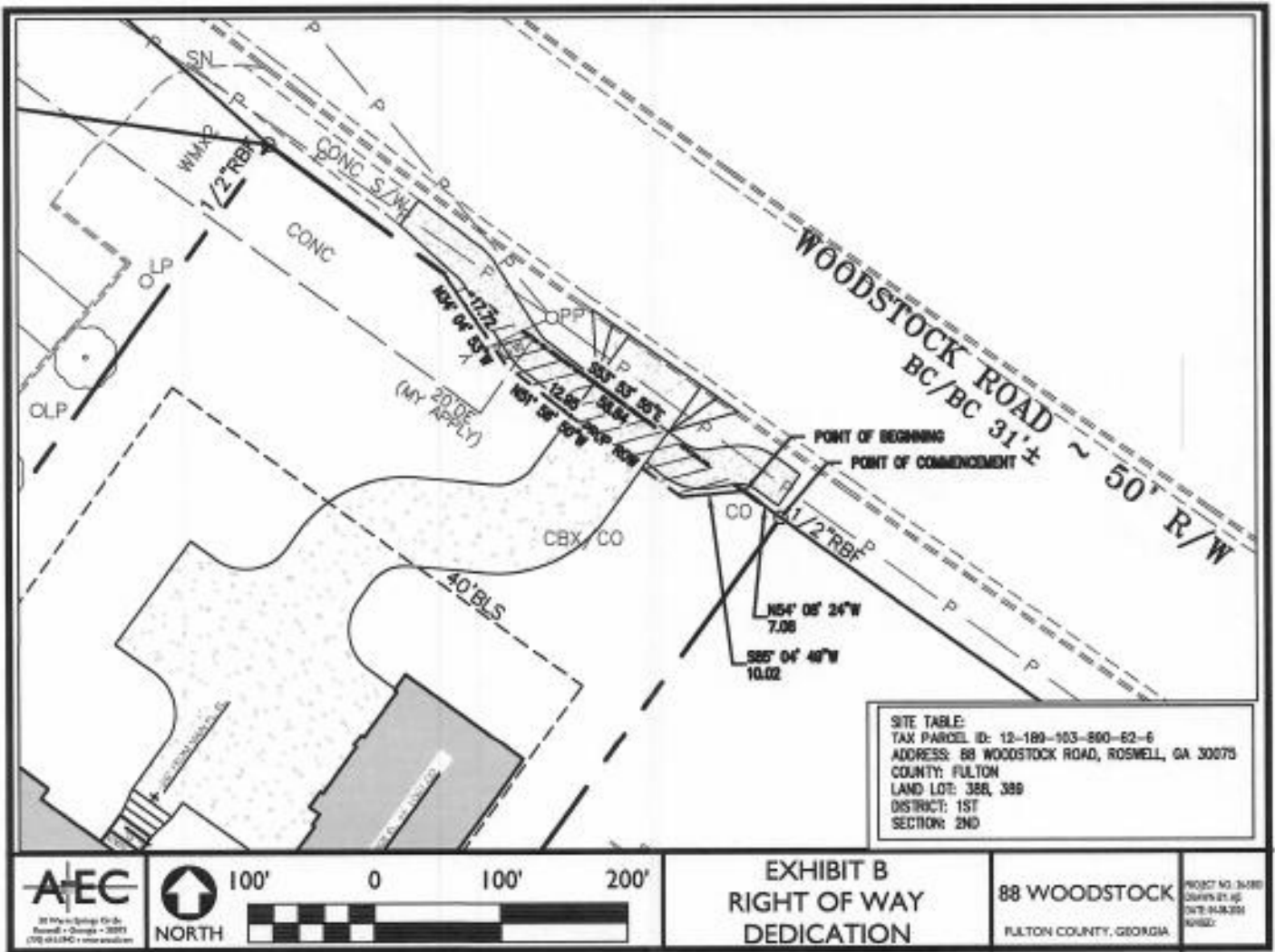
running thence north 51 degrees 56 minutes 50 seconds west for 12.95 feet to a point;

running thence north 34 degrees 04 minutes 53 seconds west for 17.72 feet to a point;

running thence south 53 degrees 53 minutes 55 seconds east for 58.84 feet to the POINT OF BEGINNING.

Said tract of land contains 0.007 acres or 293 square feet, as shown on "Exhibit A," by AEC, Inc. dated April 8, 2026.

**EXHIBIT "B"**



Attachment: ROW Agreement Signed (88 Woodstock Road ROW Acceptance)

STATE OF GEORGIA  
COUNTY OF FULTON

May , 2026

**RESOLUTION TO ACCEPT RIGHT OF WAY ON**  
**88 WOODSTOCK ROAD**

**WHEREAS,** The City of Roswell, a municipal corporation of the State of Georgia, has determined that it is in the public interest that the City accept additional right-of-way on Woodstock Road containing approximately 0.007 acres as shown in “Exhibit A” titled “Dedicated Right-of Way to the City of Roswell, Georgia” attached hereto and incorporated herein by reference and as legally described therein as “Property Description of Right-of Way Dedication Area”:

**WHEREAS,** the owner or party contracted to purchase said land has agreed to donate the property for road right of way purposes; and

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

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

The Mayor, or City Administrator with the City Attorney, are authorized, on behalf of the City of Roswell, Georgia, to execute the Right of Way Deed; to accept the Right of Way on 88 Woodstock Road as described and donated to the City of Roswell; and to file such Right of Way Deed record along with normal and customary cost of filing.

The above Resolution was read and approved by the Mayor and City Council of the City of Roswell, Georgia on the \_\_ day of May 2026.

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

Attest:

\_\_\_\_\_  
Nancy Saviano Long, City Clerk  
(Seal)

Attachment: Resolution to accept Right of Way on 88 Woodstock Rd\_\_060826 M&C (88 Woodstock Road ROW Acceptance)



## City of Roswell

### Mayor and Council

#### AGENDA ITEM REPORT

ID # - 10432

**MEETING DATE:** June 8, 2026

**DEPARTMENT:** Transportation

**ITEM TYPE:** Resolution

### **Approval of a Resolution to accept Norcross Street right-of-way for a Streetscape/Sidewalk improvement along “100 Norcross Street” parcel**

**Item Summary:**

The “100 Norcross Street” streetscape/sidewalk improvement is proposed by “EVC Norcross LLC” as part of its “100 Norcross Street” project. The proposed improvements include 2 (existing) driveways and streetscape (6-foot-wide brick pavers sidewalk) along the entire Norcross Street parcel frontage.

This right-of-way donation is for the acceptance of 0.022 acres (958.32 square feet) for the streetscape improvements, such that right-of-way along this Norcross Street parcel frontage encompasses the proposed streetscape/sidewalk plus one (1) foot. All improvements will be constructed by the applicant (EVC Norcross LLC). The frontage length is approximately 218.73 feet.

The right-of-way deed is attached with its site plan as Exhibit “B Right-of-Way Dedication” including a legal description of the parcel.

The proposed “100 Norcross Street” streetscape improvements have been approved by the Transportation Department. Staff recommend securing the 0.022 acres of right-of-way as proposed.

**Committee or Staff Recommendation:**

On May 26, 2026 the Committees of Council recommended placing this item on the June 8, 2026 Mayor and Council Agenda.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve a Resolution to accept Norcross Street right-of-way for a Streetscape/Sidewalk improvement along “100 Norcross Street” parcel.

**Presented by:**

Andy Phlegar, P.E., Director of Transportation

Tax ID 12-1794-0348-020-2

**CITY OF ROSWELL**  
**38 Hill Street, Suite 235, Roswell, GA 30075**

**RIGHT OF WAY DEED**

GEORGIA, FULTON COUNTY

PROJECT NO. 20214868-20214871

THIS CONVEYANCE made and executed the 2nd day of April, 2026 between **EVC NORCROSS LLC**, hereinafter called "Grantor", and the **City of Roswell**, a political subdivision of the State of Georgia, hereinafter called "Grantee",

WITNESSETH, That, Grantor, for and in consideration of ONE DOLLAR (\$1.00), in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, sell and conveyed unto said CITY OF ROSWELL, a Georgia municipal corporation, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in **Land Lot(s) 42** of the **1st District, 2nd Section** of Fulton County, Georgia, being a portion of **Norcross Street**, Fulton County, Georgia more particularly described on Exhibit "A" attached hereto and made a part by this reference.

**TO HAVE AND TO HOLD** the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the City of Roswell. Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

(Continue on the following page)

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, sealed and delivered this 2nd day of April, 2026 in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
EVC NORCROSS LLC  
Grantor's Name

\_\_\_\_\_  
Notary Public  
(Affix Notary Seal and Expiration)

ACCEPTED BY:

CITY OF ROSWELL  
a Georgia municipal corporation  
(Grantee)

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

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Notary Public  
(Affix Notary Seal and Expiration)

Attachment: 260424\_ROW DEDICATION R1\_5.26.26 (100 Norcross ROW Acceptance)

**EXHIBIT "A"**

Dedicated Right-of-Way Area to the City of Roswell, Georgia

All that tract or parcel of land lying and being in Land Lot 42 of the 1<sup>st</sup> Land District, 2<sup>nd</sup> Section, City of Roswell, Fulton County, Georgia, and being more particularly described as follows:

COMMENCING at the intersection of the southeastern R/W of Alpharetta Street and the northern R/W of Norcross Street thence Northeasterly along the northern R/W of Norcross Street 416 feet to a PK nail and said nail being the true POINT OF BEGINNING; from said point as thus established;

Thence, North 01 degrees 22 minutes 45 seconds East a distance of 3.71 feet to a point;

Thence, North 88 degrees 57 minutes 09 seconds East a distance of 83.57 feet to a point;

Thence, North 89 degrees 18 minutes 08 seconds East a distance of 85.12 feet to a point;

Thence, South 89 degrees 24 minutes 05 seconds East a distance of 49.92 feet to a point;

Thence, South 00 degrees 36 minutes 50 seconds East a distance of 3.77 feet to a point;

Thence, South 89 degrees 28 minutes 53 seconds West a distance of 218.73 feet to a point;

Said point being the TRUE POINT OF BEGINNING. As shown on a survey for EVC 100 NORCROSS LLC. Dated 5/13/2025. Tract being a portion of 100 Norcross Street and being approximately 0.022 acres.

Attachment: 260424\_ROW DEDICATION R1\_5.26.26 (100 Norcross ROW Acceptance)

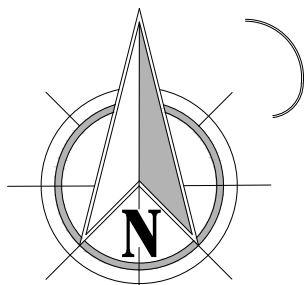
N/F  
DEVELOPMENT AUTHORITY OF FULTON  
COUNTY  
DB 58296 PG 661  
ZONED DX

N/F  
ZW ROSWELL LLC  
DB 58296 PG 661  
ZONED DX

N/F  
GAZAL ENTERPRISES LLC  
DB 58864 PG 271  
ZONED DX

N/F  
UNITED CONSOLIDATED  
MASTER LLC  
DB 59685 PG 21  
ZONED DX

EXISTING BUILDING FFE:1079.5



N (GRID) GA WEST

S01°22'45"W - 392.93'

N86°56'01"W - 205.49'

N00°36'52"W - 379.87'

N01°22'45"E  
3.71'

N88°57'09"E  
83.57'

N89°18'08"E  
85.12'

S89°24'05"E  
49.92'

S00°36'50"E  
3.77'

POB

0.022 ACRES TO  
BE DEDICATED

S89°28'53"W  
218.73'

**NORCROSS STREET**

(VARIABLE PUBLIC R/W)

SCALE: 1"=50"

GRAPHIC SCALE - IN FEET



← 416' TO THE INTERSECTION  
OF ALPHARETTA STREET  
AND NORCROSS STREET

Attachment: 260424\_ROW DEDICATION R1\_5.26.26 (100 Norcross ROW Acceptance)

STATE OF GEORGIA  
COUNTY OF FULTON

May , 2026

**RESOLUTION TO ACCEPT RIGHT OF WAY ON**  
**100 NORCROSS STREET**

**WHEREAS**, The City of Roswell, a municipal corporation of the State of Georgia, has determined that it is in the public interest that the City accept additional right-of-way on Norcross Street containing approximately 0.022 acres as shown in “Exhibit A” titled “Dedicated Right-of-Way Area to the City of Roswell, Georgia” attached hereto and incorporated herein by reference and as legally described therein as “Property Description of Right-of Way Dedication Area”:

**WHEREAS**, the owner or party contracted to purchase said land has agreed to donate the property for road right of way purposes; and

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

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

The Mayor, or City Administrator with the City Attorney, are authorized, on behalf of the City of Roswell, Georgia, to execute the Right of Way Deed; to accept the Right of Way on Norcross Street as described and donated to the City of Roswell; and to file such Right of Way Deed record along with normal and customary cost of filing.

The above Resolution was read and approved by the Mayor and City Council of the City of Roswell, Georgia on the \_\_ day of May 2026.

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

Attest:

\_\_\_\_\_  
Nancy Saviano Long, City Clerk  
(Seal)

Attachment: Resolution to accept Right of Way on 100 Norcross Street\_060826 M&C (100 Norcross ROW Acceptance)



## City of Roswell

### Mayor and Council

#### AGENDA ITEM REPORT

ID # - 10454

**MEETING DATE:** June 8, 2026

**DEPARTMENT:** Recreation and Parks

**ITEM TYPE:** Grant

### **Approval to accept the Georgia Recreation and Parks Association (GRPA) Building Opportunities in Out-of-School Time (BOOST) Grant award in the amount of up to \$15,000.**

**Item Summary:**

The Recreation, Parks, Historic and Cultural Affairs Department requests Mayor and Council approval of funding for up to a \$15,000 BOOST (Building Opportunities for Out-of-School Time) grant awarded through the Georgia Recreation and Parks Association (GRPA).

This reimbursement-based grant will support the City's adaptive after-school program and adaptive summer camp at Waller Park Recreation Center, expanding access to high-quality enrichment opportunities for youth with special needs. These programs align with the State's BOOST initiative, which focuses on learning acceleration, academic development, and overall student well-being through structured out-of-school time programming.

The Department has an established track record with this funding, having first received the BOOST grant in 2021. In partnership with Unique Individual Ranch, the City has successfully delivered adaptive after-school programming for the last 2 years and adaptive summer camp programming for the last 3 years. These programs are designed to remain affordable and accessible, with staff actively seeking grant funding and sponsorships to help offset costs for participating families.

**Committee or Staff Recommendation:**

On May 26, 2026 the Committees of Council recommended placing this Item on the June 8, 2026 Mayor and Council Agenda.

**Financial Impact:**

Upon grant acceptance and a signed agreement, a budget amendment will set up revenue and expenses in an amount not to exceed \$15,000 in Federal Grant Fund Org 22662000, Project 68025. The BOOST Grant award is a reimbursement grant and does not require a City funding match. The total reimbursement, up to \$15,000, will be based on the final program enrollment and issued by GRPA upon completion of the 2026 after-school program and summer camp.

**Recommended Motion:**

Motion to approve the acceptance of the Georgia Recreation and Parks Association (GRPA) Building Opportunities in Out-of-School Time (BOOST) Grant award in the amount of up to \$15,000.

**Presented by:**

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

**Georgia Recreation and Park Association – BOOST 2.0 Program  
2025 MOU & Assurances for Contractors Receiving State Funding in  
partnership with GSAN**

Georgia Recreation and Park Association, Inc.  
2025 Boost 2.0 Memorandum of Agreement (MOU)

**Georgia Recreation and Park Association, Inc.** (hereinafter referred to as “**GRPA**”), a Georgia non-profit corporation with its principal place of business located at 1285 Parker Road SE, Conyers, Georgia 30094-5957, enters into this Memorandum of Understanding (“**MOU**”) with [REDACTED] (hereinafter referred to as the “**Contractor**”) in the total amount of [REDACTED] to provide comprehensive out-of-school time services under the terms and conditions set forth in this MOU.

**The Contractor agrees to deliver professional services that meet the general scope of work required for the GRPA BOOST Program, as described here:**

- Operate comprehensive afterschool and/or summer programming that expands and improves high-quality learning and supports for K-12 students in the Contractor’s local community
- Prepare students for success in the present and ready students for new learning
- Jump-start underperforming students into learning new concepts
- Create opportunities for struggling students to learn alongside their more successful peers
- Address students’ comprehensive needs through the shared responsibility of students, families, schools, and communities
- Acknowledge and address non-academic factors that impact academic outcomes while expanding learning opportunities
- Create environments where students are healthy, safe, engaged, supported, and challenged.
- Directly support learning acceleration and whole child approaches to positive youth development
- Learning acceleration, such as literacy and numeracy instruction, STEAM, and college readiness.
- Healthy eating & physical activity
- Expand access to serve more youth, with an emphasis on children who typically do not have access to these programs.
- Reduce barriers to participation to ensure access for all.
- Increase programmatic quality and expand or enhance supports/services offered.
- Combat learning loss and meet students’ well-being and connectedness, such as mentoring, problem solving, and team building.

**As a condition of this MOU, the parties agree as follows:**

**1. Use of Funds.**

The overall purpose of the services provided under this MOU is to support learning acceleration, academic development, connectedness, and well-being of Georgia’s students, utilizing a whole child approach ( <https://gadoe.org/whole-child-supports/> ). Funds will be expended only in accordance with this MOU and as specified as allowable expenses (**no single expenditure may exceed \$4,999.99**) in the GRPA RFP and/or in any approved budgets. This funding cannot be utilized for any capital items. Any changes in the implementation of the contracted services will require the prior written approval of GRPA.

**2. Contract Period, Invoicing & Payment.**

The contract period for this MOU **October 1, 2025 – May 31, 2026 for ASP and June 1, 2026 - July 30, 2026 for SE** (“**Contract Period**”), subject to the terms contained in this MOU. The Contractor shall invoice GRPA as set forth by GaDOE and GSAN for services provided during the Contract Period. GRPA will pay the Contractor’s invoice within 30 days **with the condition that GRPA must first successfully receive those funds from GaDOE through a separate process (Please remember the first Drawdown request may take longer to receive as stated in the Original GSAN RFP).**

**Drawdown Deadlines: Once GSAN provides GRPA with our final drawdown schedule it will be shared with contractors. Grantees must draw down a minimum percentage of funds for incurred or proposed expenses based on the outlined schedule above.** While grantees must draw down a minimum of 25% at each drawdown deadline, grantees may draw down a higher percentage with adequate justification in expense narratives. If grantee draws down funds ahead of the minimum schedule it does not change the total amount awarded. YOUR AGENCY ENTIRE EXPENDITURES FOR ASP OR SE ARE NOT FULLY REIMBURSABLE.

**3. GRPA BOOST Project Administrator:** The GRPA BOOST Statewide Program Administrator (Craig Sowell) in Consultation with the GRPA Executive Director (Steve Card) will manage this Statewide Project. The GRPA BOOST Statewide Program Administrator shall

**Georgia Recreation and Park Association – BOOST 2.0 Program  
2025 MOU & Assurances for Contractors Receiving State Funding in  
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direct the Program and control the manner of its performance. If the GRPA BOOST Statewide Program Administrator is no longer employed by GRPA or becomes unable or unwilling to complete the Program for any reason, the GRPA Executive Director will be the point of contact. The Contractor shall establish persons to be accountable at the local level for all funds paid under this MOU and communicate regularly and in a timely manner with the appropriate GRPA Staff. Failure to communicate and provide required reporting in a timely manner may jeopardize current and/or future funding under the GRPA Statewide BOOST Program.

4. **Reports:** The Contractor agrees to abide by any programmatic or fiscal reporting deadlines established by GRPA/GaDOE/GSAN to effectively administer the Program. Required reporting shall include financial reporting for the period covered; narrative description of provided activities, dosage, duration and detailed information on Program objectives and outcomes. Other information may be required by GRPA to maintain Program compliance. The Contractor must complete the Evaluation Form and Final Reports as required. The Final Report for each year of the Program shall be set by GRPA/GaDOE/GSAN and due by set deadlines. GRPA may add supporting materials (i.e., news articles, evaluation reports, etc.) if such materials help to convey the significance of the work completed under this Program. Observation and inspection visits may be unannounced or scheduled from various partners of the GRPA BOOST Program.

5. **Accounts & Recordkeeping:**

The Contractor will be responsible for their own bookkeeping and submittal of reports to GRPA by deadlines required for drawdown of funds. Books and records may be requested by GRPA or GRPA’s grantor, Georgia Department of Education (GaDOE), at any time during the Contract Period. Contractor shall maintain books and records regarding the Program and the funds provided under this MOU and make them available for inspection, subject to any limitations imposed by applicable law. GRPA and Contractor shall maintain copies of any records and reports under the Program for a period of at least (7) years after the Contract Period ends (or according to Georgia Secretary of State Record Retention Policies).

6. **Assurances, Warranties, & Representations:**

The Contractor named in this MOU is a recipient of BOOST 2.0 State of Georgia funds in the GRPA BOOST Program, which utilizes relief funds provided by the Georgia General Assembly as administered by GaDOE & GSAN. The Georgia Department of Education (GaDOE) is the primary grantee. As the contractor providing purchased services to the State-wide subgrantee (GRPA), you are bound to the assurances contained in this document; these assurances will be in effect for the period of the contract agreement. **Failure to be in compliance with any aspect of the contract agreement, including these assurances or aspect of the contract award, may result in the delay, reduction, or termination of said agreement and accompanying funds.**

**These assurances are integral to this MOU; by signing this MOU, the Contractor agrees to the assurances. The contractor hereby assures that it will comply with the following:**

<b>Assurances</b>	
1.	The signatory for these assurances certifies that he/she/they has the authority to bind the Contractor. The program assurances must be signed and submitted with the application ( <b>see additional document</b> ).
2.	Commit to and participate in GSAN’s Assess, Plan and Improve continuous quality improvement framework.
3.	Adhere to the Financial Requirements and invoicing draw down deadlines.
4.	Adhere to all applicable licensing and/or exemption rules and regulations from the Georgia Department of Early Care and Learning <a href="https://www.dec.al.gov/ccs/rulesandregulations.aspx">https://www.dec.al.gov/ccs/rulesandregulations.aspx</a> .
5.	Participate in any data collection that is required for the use of this funding. <ul style="list-style-type: none"> <li>○ The Contractor will submit reports to the Subgrantee as may reasonably be required. The Contractor will maintain such fiscal and programmatic records and provide access to those records, as necessary, for the Subgrantee to perform its duties.</li> <li>○ The Contractor will adhere to all service evaluation requirements, reporting deadlines and data certification processes established by the Subgrantee for the purpose of the annual summative evaluation, formative assessment and summer evaluation reports.</li> </ul>
6.	Unannounced, on-site monitoring visits conducted by GaDOE/GSAN/GRPA staff or their subcontractor at any time during the program
7.	Submit a report at the end of each grant period to GRPA as required by GSAN/ GaDOE.

Attachment: 2025 MOU & Assurances - GRPA BOOST 2.0 Program FY 2025-2026 \_\_ 060826 M&C (Acceptance of (BOOST) Grant Award)

**Georgia Recreation and Park Association – BOOST 2.0 Program  
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8.	Respond within provided deadlines to program implementation monitoring activities, such as site visits and financial audits.
9.	The application must be completed by the entity that maintains full responsibility and therefore is the operator of the program, regardless of any partnership, volunteer, or subcontract arrangements.
10.	Make every reasonable effort to be accessible to individuals with disabilities. This includes making all materials available in accessible formats (e.g., printed, digital and web-based information).
11.	Complete the Georgia Department of Education Conflict of Interest and Disclosure Policy <a href="https://www.afterschoolga.org/wp-content/uploads/2021/07/GaDOE-Conflict-Of-Interest-Disclosure-Policy.pdf">https://www.afterschoolga.org/wp-content/uploads/2021/07/GaDOE-Conflict-Of-Interest-Disclosure-Policy.pdf</a> (see <b>additional document</b> ).
12.	Contractor certifies that neither it nor its related corporations and vendors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State/Federal department or agency.
13.	The Contractor certifies that it will have information available regarding its services that can be provided to community stakeholders upon request.
14.	The Contractor certifies the instruction and content offered are secular, neutral, and non-ideological.
15.	The services will take place in a safe and easily accessible facility. <b>Acknowledge and abide by all Program Quality and Safety Requirements as outlined in the GSAN RFP (section X page 11)</b>
16.	The services will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
17.	Prior to any material change affecting the purpose, administration, organization, budget, or operation of the contracted services, the Contractor agrees to submit an appropriately amended application or project description to the Subgrantee for approval.
18.	The Contractor agrees to notify the Subgrantee, in writing, of any change in the contact information provided in its application.
19.	The Contractor will use fiscal control and sound accounting procedures that will ensure proper disbursement of and account for State/federal funds paid to the Contractor to perform its duties.
20.	The Contractor will cooperate in carrying out any evaluation of services provided by or for the Subgrantee, the Georgia Department of Education, the U.S. Department of Education, or other State or Federal officials.
21.	The Contractor is responsible for ensuring that all applicable liability insurance requirements are met and will submit proof of minimum liability transportation insurance to the Subgrantee within 60 days if requested.
22.	The Contractor certifies that state and national criminal background checks will be conducted annually for any and all individuals acting on behalf of the Contractor including regular volunteers, employees, contractors, relatives, etc. prior to their employment, whether or not they have direct contact with students. In addition, the Contractor agrees to develop and utilize written policies on how the criminal background check results will be used in hiring and volunteer practices.
23.	The Contractor will comply with the Family Education Rights and Privacy Act of 1974.
24.	Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age, and the Americans with Disabilities Act of 1990, which prohibits discrimination on a basis of disability.
25.	In accordance with the Federal Drug-Free Workplace and Community Act Amendments of 1989 and the Drug-Free Workplace Act of 1988, the Contractor understands that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, marijuana, or dangerous drug is prohibited at geographic locations at which individuals are directly engaged in the performance of work pursuant to BOOST Program.

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Additionally, all Contractors agree to the following quality standards for services provided. Note that nothing in this section shall be construed to affect existing legal requirements established for individuals with access to minor children, including but not limited to those related to camps, employee criminal background checks, and any relevant licenses and permits. All subcontracted/partner staff must meet the same requirements as if they were actual staff of the Contractor.

- In addition to safety training, all staff must receive training on safe operations, hand hygiene, cleaning, and disinfecting), infection control requirements, and Centers for Disease Control and Prevention (CDC) and state guidelines and protocols.
- Directors in charge of programs must be 21 years of age and responsible for the day-to-day operations of the program. Teacher/Lead Caregivers must be at least 18 years of age, and the assistant caregiver/aide may be 16 years of age. There shall be a designated staff person in charge, who is 18 years of age or older, always on site when the afterschool or summer program is in operation. No caregiver/aide who is 16 or 17 years of age shall be solely responsible for children.
- Any Contractor whose program includes activities at a waterfront or swimming area, whether as a regular part of their service location or as an off-site educational service trip, must have at least one person with current evidence of having successfully completed a training program in lifeguarding offered by a water-safety instructor certified by the American Red Cross, YMCA, YWCA or other recognized standard-setting agency for water safety instruction. Such person may be a program staff member or an employee of a water facility (e.g., local swimming pool) and be at least 18 years of age.
- Programs must maintain the continuous supervision when students are participating in water-related activities (such as swimming, fishing, boating, or wading) as follows:  
water activities in water less than two (2) feet deep \*continuous supervision must be provided in accordance with normal staff child ratios
- Age of Children - Staff: Child Ratio
  - Four (4) year olds 1:18
  - Five (5) year olds 1:20
  - Six (6) years and older 1:25
- Water activities in water over two (2) feet deep:
  - Age of Children Staff: Child Ratio
  - Four (4) yrs and older who cannot swim a distance of fifteen (15) yards unassisted 1:6
  - Four (4) yrs and older who can swim a distance of fifteen (15) yards unassisted 1:15
- At least one additional staff member above the required staff to child ratios for any water-related activity (such as swimming, fishing, boating, or wading) shall be available to rotate among the age groups as needed when any of the following circumstances are present:
  - most of the children in a group are not accustomed to or are afraid of the water
  - most of the children in a group comprised of children who cannot swim 15 yards unassisted cannot touch the bottom of the water facility without submerging their heads
  - the water facility is particularly crowded or the children have special needs which impact on their ability to participate safely in the water-related activity.
- Contractor must maintain a staff to child ratio of at least 1:20 for children aged five years with a maximum group size of 40 and at least 1:25 for children aged six years and older with a maximum group size of 50. The ratio of staff to children shall always be maintained. The staff to child ratios for a mixed-age group shall be based on the age of the youngest group of children that includes more than twenty percent (20%) of the total number of children in the mixed-age group. The ratio of staff to children, as specified in this subsection, shall always be maintained, including during all outings and trips except for structured activities offered exclusively for school age children.
- Prior to the start of the contracted service, the Contractor's administrators shall develop a written plan for handling emergencies, including but not limited to severe weather, loss of electrical power or water and death, serious injury or loss of a child, a threatening event, or natural disaster which may occur at the program's location. The organization will have in place procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, and continuity of operations. The plan must apply to all children in care and will include specific accommodations for infants and toddlers, children with disabilities, and children with chronic medical conditions. Such plan shall include assurance that the Contractor's personnel will not impede in any way the delivery of emergency care or services to a child by licensed or certified emergency health care professionals.
- The Contractor shall conduct drills for fire, tornado, and other emergency situations. The fire drills will be conducted monthly,

**Georgia Recreation and Park Association – BOOST 2.0 Program  
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and tornado and other emergency drills will be conducted every six months. The Contractor shall maintain documentation of the dates and times of these drills for two years.

**GRPA Agency Contractor represents and warrants to GRPA, Inc.:**

- a. This MOU is the legal and binding obligation to GRPA, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other applicable laws.
- b. GRPA Contractor confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as governmental (City/County) entity or Authority.
- c. The Program and the use of funds will comply with the objectives set forth in this MOU and other BOOST requirements, as well as all applicable laws, rules, and regulations to which the GRPA is subject.
- d. GRPA contractor agencies shall maintain insurance with responsible and reputable companies in such amounts and covering such risks as is prudent and is usually carried by entities engaged in operations similar to that of GRPA and shall furnish to GRPA Inc. with evidence of compliance upon request. To the extent permitted by law, GRPA contractor agencies hereby agrees to indemnify, defend, and hold harmless GRPA Inc. from and against, and in respect to, all losses, expenses, costs, obligations, liabilities, and damages, including interest, penalties and reasonable attorney's fees and expenses, that GRPA Inc. may incur as a result of any negligent or willful acts or omissions of GRPA Agency or any of its agents or employees.

**7. No Lobbying:**

GRPA Contractor agrees that no portion of the funds provided under this MOU will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) to distribute funds to any entity or individual, other than as detailed in the Application.

**8. Compliance: See above Assurances.**

**9. Additional Obligations of GRPA Contractor:**

In consideration of the contractual funding herein, CONTRACTOR shall provide GRPA with the elements set forth above and attached herein and incorporated herein by reference.

**10. Miscellaneous:**

- a. No failure to exercise, and no delay in exercising, on the part of GRPA, Inc., any right under this MOU shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right.
- b. This MOU shall be construed in accordance with and governed by the laws of the State of Georgia.
- c. In the event that any provision or any part of a provision of this MOU shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions thereof, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- d. GRPA Contractor understands that there is no commitment by the GRPA, Inc. to supply any further support for the Program. GRPA, Inc. considers each request on an individual basis, and that this MOU is not to be construed as establishing a precedent for further support.
- e. This MOU constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by the parties except as stated herein. The MOU may not be changed in any way except as herein provided, and no term or provision hereof may be waived except in writing signed by a duly authorized officer or agent. The titles of any paragraph of this MOU are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning or effect thereof.

**11. Standard Terms and Conditions: This MOU is subject to the above.**

**Georgia Recreation and Park Association – BOOST 2.0 Program  
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IN WITNESS WHEREOF, the parties have set their hands as of the date(s) written below.

GEORGIA RECREATION AND PARK  
ASSOCIATION, INC

GRPA BOOST AGENCY CONTRACTOR:

[Organization Name:]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

Attachment: 2025 MOU & Assurances - GRPA BOOST 2.0 Program FY 2025-2026\_\_060826 M&C (Acceptance of (BOOST) Grant Award)



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10474

**MEETING DATE:** June 8, 2026

**DEPARTMENT:** Community Development

**ITEM TYPE:** Public Hearing

**Approval of a modification of zoning conditions with concurrent variances for the civic and retail development known as Bowen & 92 located at 1340 Woodstock Road (ZMCC-0126-000001). \*\*\*THIS ITEM IS BEING DEFERRED\*\*\***

**Item Summary:**

On August 8, 2022, Mayor & Council voted to approve case RZ20215342/CV20215343, a Rezoning from Civic and Institutional (CIV) to Parkway Village (PV) with Concurrent Variances. The case was approved with 8 Conditions of Approval and granted 3 Variances. This approval was based on a Site Plan dated July 19, 2022.

The new application, submitted by SJC Ventures, as representative for Roswell Development Authority, SJC Ventures, and Westminster Japanese Church, proposes a new Site Plan with related Concurrent Variances, for development of the site that is proposed to include a new City of Roswell Fire Station, a retail development, and the reconfiguration with minor improvements of the church site. The site is located on two adjacent properties that will be divided into 3 parcels.

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve a modification of zoning conditions with concurrent variances for the civic and retail development known as Bowen & 92 located at 1340 Woodstock Road (ZMCC-0126-000001).

**Presented by:**

Michelle Alexander, Director of Community Development



## City of Roswell

Mayor and Council

### AGENDA ITEM REPORT

ID # - 10485

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**MEETING DATE:** June 8, 2026  
**DEPARTMENT:** City Attorney's Report  
**ITEM TYPE:** Resolution

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#### **Approval of a Resolution of the City of Roswell authorizing participation in an Amicus Brief in Chang v. City of Milton in support of the City of Milton.**

**Item Summary:**

Approval of a Resolution of the City of Roswell authorizing participation in an Amicus Brief in Chang v. City of Milton in support of the City of Milton.

**Committee or Staff Recommendation:**

N/A

**Financial Impact:**

N/A

**Recommended Motion:**

Motion to approve a resolution of the City of Roswell authorizing participation in an Amicus Brief in Chang v. City of Milton in support of the City of Milton.

**Presented by:**

David Davidson, Chief Legal Officer and City Attorney

**RESOLUTION OF THE CITY OF ROSWELL, GEORGIA**  
**AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT**

**WHEREAS**, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

**WHEREAS**, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

**WHEREAS**, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

**WHEREAS**, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

**WHEREAS**, the City of Roswell recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

**WHEREAS**, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

**WHEREAS**, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that “the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);”

**WHEREAS**, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed “[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;”

**WHEREAS**, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

**WHEREAS**, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

**WHEREAS**, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

**WHEREAS**, the City of Roswell finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

WHEREAS, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ROSWELL, GEORGIA that:**

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Administrator, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY ROSWELL, GEORGIA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Attachment: Resolution - Authorizing participation in Amicus Brief in Chang vs. City of Milton\_\_060826 M&C (Resolution - friend of the court



**City of Roswell**

**Mayor and Council**

**AGENDA ITEM REPORT**

**ID # - 10484**

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**MEETING DATE:** June 8, 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 22, 2026 to Discuss Personnel, Litigation and/or Real Estate.**

**Item Summary:**

Recommendation to go into Closure at 5:30 pm on Monday, June 22, 2026 to Discuss Personnel, Litigation and/or Real Estate.

**Presented by:**

David Davidson, City Attorney