

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Mayor Pro Tem Antonio

Jones

Madelyn Orochena

Tracey Viars

Pat Ferris

City Council**Meeting Agenda**

May 20, 2024 6:30 PM

Council Chambers

(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

1. Invocation**2. Pledge of Allegiance****3. Call to Order****4. Announcements**

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.

Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

- B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations**6. Public Comment/Business from the Floor****7. Old Business****8. New Business****9. Committee and Board Reports**

10. Public Hearing(s)

A. FIRST PUBLIC HEARING: Updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) 2024-2028.

Consideration for approval of a Resolution adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2024-2028. No action will take place until the regularly scheduled June 3, 2024, Mayor and Council meeting. Case# MISC2024-03.

11. Consent Agenda

A. Minutes: April 29, 2024, Special Called Meeting

Approval of the April 29, 2024, City Council special called meeting minutes.

B. Minutes: April 29, 2024, Work Session

Approval of the April 29, 2024, City Council work session minutes.

C. Minutes: April 29, 2024, Executive Session

Approval of the April 29, 2024, City Council executive session minutes.

D. Minutes: May 6, 2024, City Council Meeting

Approval of the May 6, 2024, City Council regular meeting minutes.

E. Resolution: ESRI Geospatial Information Systems (GIS) software

Approval of a Resolution authorizing the Mayor to sign a contract with ESRI for a Small Government Enterprise Agreement.

F. Resolution: Smith Gilbert Gardens Marquee Sign

Approval of a Resolution to install a marquee sign at the Smith Gilbert Gardens and to authorize the Mayor to sign an agreement with Brooks-Berry-Haynie.

12. General and Administrative

13. Public Safety

A. Crime Statistics: April 2024

Receipt of the April 2024 crime statistics.

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

A. Resolution: Swift Cantrell Fitness Station

Consideration for approval of a Resolution authorizing the Mayor to execute an agreement with GameTime, Inc. for the installation of an Outdoor Fitness Station at Swift Cantrell Park.

B. Resolution: Recreation Center Furniture

Consideration for approval of a Resolution to purchase furniture for the Recreation Center and to authorize the Mayor to execute the agreement with Office Images, Inc.

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: May 20, 2024

TITLE: **FIRST PUBLIC HEARING: Updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) 2024-2028.**
 Consideration for approval of a Resolution adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2024-2028. No action will take place until the regularly scheduled June 3, 2024, Mayor and Council meeting. Case# MISC2024-03.

Summary:

The City of Kennesaw is required to adopt an annual report on the Capital Improvement Element and the Short Term Work Projects. The Atlanta Regional Commission and the Georgia Department of Community Affairs completed the regional review of the 2024 CIE Update for the City of Kennesaw. The Georgia Department of Community Affairs has determined that the updates conform to the Development Impact Fee Compliance Requirements. Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. This annual report review and adoption is required for all jurisdictions that collect development impact fees. This is the first of two (2) required public hearings with adoption to be considered at the June 3, 2024, Mayor and Council meeting at 6:30 PM.

Recommendation:

The Zoning Administrator recommends carrying this item forward for a second public hearing and adoption.

Fiscal Impact:

Attachments:

1. RES 2024 - CIE/STWP Updates
2. 2024 Collective Summary of Five Year Capital Improvement v2
3. Copy of Annual Fee Financial Report FY 2022-2023_REVISED

4. Copy of Draft Annual STWP2024-2028 ds version
5. 2024 CIE Amendments - Legal Ad
6. CIE-STWP 2024 Legal Ad Proof

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-

**RESOLUTION ADOPTING THE UPDATES TO THE CAPITAL IMPROVEMENT
ELEMENT AND THE SHORT-TERM WORK PROGRAM COVERING THE FIVE-YEAR
PERIOD 2024-2028**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA AS FOLLOWS:**

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the updated sections of the Capital Improvements Elements and Short-Term Work Program has been presented at two duly advertised public hearings held by the Mayor and Council on May 20, 2024 and for final adoption at a meeting held by the Mayor and Council on June 3, 2024 at which the City of Kennesaw solicited community input on community needs and issues and which was conducted pursuant to the State's Minimum Planning Standards and Procedures; and

WHEREAS, the updated sections of the Capital Improvements Elements and Short-Term Work Program were submitted to Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) for review and recommendations on April 8, 2024. Atlanta Regional Commission and Department of Community Affairs have completed their review and have informed the City that they have determined that the submittal complies with the Development Impact Fee and the Minimum Standards and Procedures for Local Comprehensive Planning.

NOW, THEREFORE BE IT RESOLVED, by the City of Kennesaw that, having met the public participation requirements of the Minimum Planning Standards and Procedures, and incorporating recommended changes and receive approval by the Atlanta Regional Commission and Department of Community Affairs, this Mayor and Council do hereby adopt these updates to the Capital Improvements and Short-Term Work Program.

PASSED AND ADOPTED by the City of Kennesaw Mayor and Council on this _____ day of May 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CITY OF KENNESAW
SUMMARY OF FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

	A	B	C	D	E	F	G	H
1								
2		FY2023-2024	FY2024-2025	FY2025-2026	FY2026-2027	FY2027-2028	TOTAL	
3	Police vehicles	200,000	200,000	200,000	250,000	350,000	\$ 1,200,000	
4	Parks & Recreation Vehicles	30,000	40,000	45,000	80,000	80,000	\$ 275,000	
5	Street Vehicles	100,000	100,000	150,000	150,000	150,000	\$ 650,000	
6	Stormwater Utility CIP Project	500,000	500,000	250,000	250,000	350,000	\$ 1,850,000	
7	Street Improvements	800,000	900,000	800,000	300,000	350,000	\$ 3,150,000	
8	Drainage Improvements	750,000	800,000	800,000	300,000	NA	\$ 2,650,000	
9	Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	20,000	40,000	35,000	35,000	40,000	\$ 170,000	
10	Smith-Gilbert Gardens Improvements	200,000	100,000	100,000	NA	NA	\$ 400,000	
11	Computer System Upgrades	70,000	75,000	100,000	100,000	100,000	\$ 445,000	
12	Traffic Improvements	4,000,000	10,000,000	4,000,000	7,000,000	9,000,000	\$ 34,000,000	
13	Community Center Improvements	50,000	250,000	NA	NA	NA	\$ 300,000	
14	Swift-Cantrell Park Improvement	100,000	100,000	NA	NA	NA	\$ 200,000	
15	Depot Park Amphitheater	4,000,000	NA	NA	NA	NA	\$ 4,000,000	
16	Public Safety Building	NA	7,500,000	2,000,000	1,500,000	NA	\$ 11,000,000	
17	East Park Community Park	250,000	250,000	250,000	250,000	NA	\$ 1,000,000	
18	Depot Park Phases 9 - 12	800,000	500,000	NA	NA	NA	\$ 1,300,000	
19	Public Works Building Improvements	1,000,000	NA	NA	NA	NA	\$ 1,600,000	
20	Public Works Site Improvements	350,000	NA	NA	NA	NA	\$ 350,000	
21	Cemetery Improvements - Street Paving	NA	100,000	NA	NA	NA	\$ 100,000	
22	Cemetery Improvements - Erosion Control	NA	NA	50,000	NA	NA	\$ 50,000	
23	Smith-Gilbert Gardens Education Center	NA	NA	2,000,000	2,000,000	2,000,000	\$ 6,000,000	
24	Fleet Maintenance Facility Upgrade	NA	NA	NA	2,500,000	NA	\$ 2,500,000	
25	Community Center Expansion	NA	NA	NA	200,000	9,800,000	\$ 10,000,000	
26	City Hall Upgrade	NA	NA	NA	200,000	9,800,000	\$ 10,000,000	
27	Adams Park Improvements	NA	100,000	250,000	250,000	100,000	\$ 700,000	
28	Parks & Recreation Facility Improvements	NA	50,000	100,000	150,000	150,000	\$ 450,000	
29	Hiram-Butler House Improvements	NA	200,000	250,000	NA	NA	\$ 450,000	
30	Trail Improvements - Pedestrian Bridges	NA	250,000	NA	NA	NA	\$ 250,000	
31	Swift Cantrell Traffic Light	NA	350,000	NA	NA	NA	\$ 350,000	
32	Neighborhood Street Improvements	NA	3,000,000	2,000,000	1,500,000	1,000,000	\$ 7,500,000	
33	Cobb International Blvd Reclamation	NA	NA	2,000,000	4,000,000	5,000,000	\$ 11,000,000	
34								
35	Totals	\$ 13,220,000	\$ 25,405,000	\$ 15,380,000	21,015,000	38,270,000	113,890,000	

2023-2024								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	IMPACT FEES ENCUMBERED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2023	9/30/2024	\$ 1,200,000	10%	GF/CPF/CSIF	\$ 200,000	\$ 20,000	Programmed for FY 2024
Parks & Recreation Vehicles	10/1/2023	9/30/2024	\$ 275,000	0%	General Fund	\$ 30,000		Programmed for FY 2024
Street Vehicles	10/1/2023	9/30/2024	\$ 650,000	0%	General Fund	\$ 100,000		Programmed for FY 2024
Stormwater utility CIP Project	10/1/2023	9/30/2024	\$ 1,850,000	0%	Stormwater	\$ 500,000		Programmed for FY 2024
Street Improvements	10/1/2023	9/30/2024	\$ 3,150,000	0%	SPLOST/LMIG	\$ 800,000		Programmed for FY 2024
Drainage Improvements	10/1/2023	9/30/2024	\$ 2,650,000	0%	CDBG/SPLOST/HUD Earmark	\$ 750,000		Programmed for FY 2024
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2023	9/30/2024	\$ 170,000	50%	General Fund	\$ 20,000	\$ 10,000	Programmed for FY 2024
Smith-Gilbert Gardens Improvements	10/1/2023	9/30/2024	\$ 400,000	0%	SPLOST/Grants	\$ 200,000		Programmed for FY 2024
Computer System Upgrades	10/1/2023	9/30/2024	\$ 445,000	0%	General Fund	\$ 70,000		Programmed for FY 2024
Traffic Improvements	10/1/2023	9/30/2024	\$ 34,000,000	0%	SPLOST	\$ 4,000,000		Programmed for FY 2024
Community Center Improvements	10/1/2023	9/30/2024	\$ 300,000	0%	SPLOST/GF	\$ 50,000		Programmed for FY 2024
Swift-Cantrell Park Improvement	10/1/2023	9/30/2024	\$ 200,000	25%	SPLOST	\$ 100,000	\$ 25,000	Programmed for FY 2024
Depot Park Amphitheatre	10/1/2023	9/30/2024	\$ 11,000,000	5%	SPLOST	\$ 4,000,000	\$ 200,000	Programmed for FY 2024
East Park Community Park	10/1/2023	9/30/2024	\$ 1,000,000	50%	Grants	\$ 250,000	\$ 125,000	Programmed for FY 2024
Depot Park Phases 9 - 12	10/1/2023	9/30/2024	\$ 1,300,000	0%	SPLOST	\$ 800,000		Programmed for FY 2024
Public Works Building Improvements	10/1/2023	9/30/2024	\$ 1,600,000	0%	SLFRF	\$ 1,000,000		Programmed for FY 2024
Public Works Site Improvements	10/1/2023	9/30/2024	\$ 350,000	0%	SLFRF	\$ 350,000		Programmed for FY 2024
TOTAL			\$ 60,540,000			\$ 13,220,000	\$ 380,000	

2024-2025								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	IMPACT FEES ENCUMBERED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2024	9/30/2025	\$ 1,200,000	10%	GF/CPF/CSIF	\$ 200,000	\$ 20,000	Programmed for FY 2025
Parks & Recreation Vehicles	10/1/2024	9/30/2025	\$ 275,000	0%	General Fund	\$ 40,000		Programmed for FY 2025
Street Vehicles	10/1/2024	9/30/2025	\$ 650,000	0%	General Fund	\$ 100,000		Programmed for FY 2025
Stormwater utility CIP Project	10/1/2024	9/30/2025	\$ 1,850,000	0%	Stormwater	\$ 500,000		Programmed for FY 2025
Street Improvements	10/1/2024	9/30/2025	\$ 3,150,000	0%	SPLOST/LMIG	\$ 900,000		Programmed for FY 2025
Drainage Improvements	10/1/2024	9/30/2025	\$ 2,650,000	0%	CDBG/SPLOST/HUD Earmark	\$ 800,000		Programmed for FY 2025
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2024	9/30/2025	\$ 170,000	50%	General Fund	\$ 40,000	\$ 20,000	Programmed for FY 2025
Smith-Gilbert Gardens Improvements	10/1/2024	9/30/2025	\$ 400,000	0%	SPLOST/Grants	\$ 100,000		Programmed for FY 2025
Computer System Upgrades	10/1/2024	9/30/2025	\$ 445,000	0%	General Fund	\$ 75,000		Programmed for FY 2025
Traffic Improvements	10/1/2024	9/30/2025	\$ 34,000,000	0%	SPLOST	\$ 10,000,000		Programmed for FY 2025
Community Center Improvements	10/1/2024	9/30/2025	\$ 300,000	0%	SPLOST/GF	\$ 250,000		Programmed for FY 2025
Swift-Cantrell Park Improvement	10/1/2024	9/30/2025	\$ 200,000	25%	SPLOST	\$ 100,000	\$ 25,000	Programmed for FY 2025
Public Safety Building	10/1/2024	9/30/2025	\$ 11,000,000	0%	SPLOST	\$ 7,500,000		Programmed for FY 2025
East Park Community Park	10/1/2024	9/30/2025	\$ 1,000,000	50%	Grants	\$ 250,000	\$ 125,000	Programmed for FY 2025
Depot Park Phases 9-12	10/1/2024	9/30/2025	\$ 1,300,000	0%	SPLOST	\$ 500,000		Programmed for FY 2025
Cemetery Improvements - Street Paving	10/1/2024	9/30/2025	\$ 100,000	0%	General Fund	\$ 100,000		Programmed for FY 2025
Adams Park Improvements	10/1/2024	9/30/2025	\$ 700,000	50%	General Fund/HUD Earmark	\$ 100,000	\$50,000	Programmed for FY 2025
Parks & Recreation Facility Improvements	10/1/2024	9/30/2025	\$ 450,000	25%	General Fund/SPLOST	\$ 50,000	\$12,500	Programmed for FY 2025
Hiram-Butler House Improvements	10/1/2024	9/30/2025	\$ 450,000	0%	GF/SPLOST/HUD Earmark/Grants	\$ 200,000		Programmed for FY 2025
Trail Improvements - Pedestrian Bridges	10/1/2024	9/30/2025	\$ 250,000	0%	HUD Earmark	\$ 250,000		Programmed for FY 2025
Swift-Cantrell Traffic Light	10/1/2024	9/30/2025	\$ 350,000	0%	DOT Earmark	\$ 350,000		Programmed for FY 2025
Neighborhood Street Improvements	10/1/2024	9/30/2025	\$ 7,500,000	0%	HUD Earmark	\$ 3,000,000		Programmed for FY 2025
TOTAL			\$ 68,390,000			\$ 25,405,000	\$ 252,500	

2025-2026								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	IMPACT FEES ENCUMBERED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2025	9/30/2026	\$ 1,200,000	10%	GF/CPF/CSIF	\$ 200,000	\$ 20,000	Programmed for FY 2026
Parks & Recreation Vehicles	10/1/2025	9/30/2026	\$ 275,000	0%	General Fund	\$ 45,000		Programmed for FY 2026
Street Vehicles	10/1/2025	9/30/2026	\$ 650,000	0%	General Fund	\$ 150,000		Programmed for FY 2026
Stormwater utility CIP Project	10/1/2025	9/30/2026	\$ 1,850,000	0%	Stormwater	\$ 250,000		Programmed for FY 2026
Street Improvements	10/1/2025	9/30/2026	\$ 3,150,000	0%	SPLOST/LMIG	\$ 800,000		Programmed for FY 2026
Drainage Improvements	10/1/2025	9/30/2026	\$ 2,650,000	0%	CDBG/SPLOST/HUD Earmark	\$ 800,000		Programmed for FY 2026
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2025	9/30/2026	\$ 170,000	50%	General Fund	\$ 35,000	\$ 17,500	Programmed for FY 2026
Smith-Gilbert Gardens Improvements	10/1/2025	9/30/2026	\$ 400,000	0%	SPLOST/Grants	\$ 100,000		Programmed for FY 2026
Computer System Upgrades	10/1/2025	9/30/2026	\$ 445,000	0%	General Fund	\$ 100,000		Programmed for FY 2026
Traffic Improvements	10/1/2025	9/30/2026	\$ 34,000,000	0%	SPLOST	\$ 4,000,000		Programmed for FY 2026
Public Safety Building	10/1/2025	9/30/2026	\$ 11,000,000	0%	SPLOST	\$ 2,000,000		Programmed for FY 2026
East Park Community Park	10/1/2025	9/30/2026	\$ 1,000,000	50%	Grants	\$ 250,000	\$ 125,000	Programmed for FY 2026
Cemetery Improvements - Erosion Control	10/1/2025	9/30/2026	\$ 50,000	0%	General Fund	\$ 50,000		Programmed for FY 2026
Smith-Gilbert Gardens Education Center	10/1/2025	9/30/2026	\$ 6,000,000	0%	Grants/SPLOST	\$ 2,000,000		Programmed for FY 2026
Adams Park Improvements	10/1/2025	9/30/2026	\$ 700,000	50%	General Fund/HUD Earmark	\$ 250,000	\$125,000	Programmed for FY 2026
Parks & Recreation Facility Improvements	10/1/2025	9/30/2026	\$ 450,000	25%	General Fund/SPLOST	\$ 100,000	\$25,000	Programmed for FY 2026
Hiram-Butler House Improvements	10/1/2025	9/30/2026	\$ 450,000	0%	GF/SPLOST/HUD Earmark/Grants	\$ 250,000		Programmed for FY 2026
Neighborhood Street Improvements	10/1/2025	9/30/2026	\$ 7,500,000	0%	HUD Earmark	\$ 2,000,000		Programmed for FY 2026
Cobb International Blvd Reclamation	10/1/2025	9/30/2026	\$ 11,000,000	0%	DOT Earmark	\$ 2,000,000		Programmed for FY 2026
TOTAL			\$ 82,940,000			\$ 15,380,000	\$ 312,500	

2026-2027								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	IMPACT FEES ENCUMBERED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2026	9/30/2027	\$ 1,200,000	10%	GF/CPF/CSIF	\$ 250,000	\$ 25,000	Programmed for FY 2027
Parks & Recreation Vehicles	10/1/2026	9/30/2027	\$ 275,000	0%	General Fund	\$ 80,000		Programmed for FY 2027
Street Vehicles	10/1/2026	9/30/2027	\$ 650,000	0%	General Fund	\$ 150,000		Programmed for FY 2027
Stormwater utility CIP Project	10/1/2026	9/30/2027	\$ 1,850,000	0%	Stormwater	\$ 250,000		Programmed for FY 2027
Street Improvements	10/1/2026	9/30/2027	\$ 3,150,000	0%	SPLOST/LMIG	\$ 300,000		Programmed for FY 2027
Drainage Improvements	10/1/2026	9/30/2027	\$ 2,650,000	0%	CDBG/SPLOST	\$ 300,000		Programmed for FY 2027
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2026	9/30/2027	\$ 170,000	50%	General Fund	\$ 35,000	\$ 17,500	Programmed for FY 2027
Computer System Upgrades	10/1/2026	9/30/2027	\$ 445,000	0%	General Fund	\$ 100,000		Programmed for FY 2027
Traffic Improvements	10/1/2026	9/30/2027	\$ 34,000,000	0%	SPLOST	\$ 7,000,000		Programmed for FY 2027
Public Safety Building	10/1/2026	9/30/2027	\$ 11,000,000	0%	SPLOST	\$ 1,500,000		Programmed for FY 2027
East Park Community Park	10/1/2026	9/30/2027	\$ 1,000,000	100%	Grants	\$ 250,000	\$ 250,000	Programmed for FY 2027
Smith-Gilbert Gardens Education Center	10/1/2026	9/30/2027	\$ 6,000,000	0%	Grants/SPLOST	\$ 2,000,000		Programmed for FY 2027
Fleet Maintenance Facility Upgrade	10/1/2026	9/30/2027	\$ 2,500,000	0%	SPLOST	\$ 2,500,000		Programmed for FY 2027
Community Center Expansion	10/1/2026	9/30/2027	\$ 10,000,000	50%	SPLOST/HUD Earmark	\$ 200,000	\$ 100,000	Programmed for FY 2027
City Hall Upgrade	10/1/2026	9/30/2027	\$ 10,000,000	0%	SPLOST	\$ 200,000		Programmed for FY 2027
Adams Park Improvements	10/1/2026	9/30/2027	\$ 700,000	50%	General Fund/HUD Earmark	\$ 250,000	\$125,000	Programmed for FY 2027
Parks & Recreation Facility Improvements	10/1/2026	9/30/2027	\$ 450,000	25%	General Fund/SPLOST	\$ 150,000	\$37,500	Programmed for FY 2027
Neighborhood Street Improvements	10/1/2026	9/30/2027	\$ 7,500,000	0%	SPLOST/HUD Earmark	\$ 1,500,000		Programmed for FY 2027
Cobb International Blvd Reclamation	10/1/2026	9/30/2027	\$ 11,000,000	0%	SPLOST/DOT Earmark	\$ 4,000,000		Programmed for FY 2027
TOTAL			\$ 104,540,000			\$ 21,015,000	\$ 555,000	

2027-2028								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	IMPACT FEES ENCUMBERED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2027	9/30/2028	\$ 1,200,000	10%	GF/CPF/CSIF	\$ 350,000	\$ 35,000	Programmed for FY 2028
Parks & Recreation Vehicles	10/1/2027	9/30/2028	\$ 275,000	0%	General Fund	\$ 80,000		Programmed for FY 2028
Street Vehicles	10/1/2027	9/30/2028	\$ 650,000	0%	General Fund	\$ 150,000		Programmed for FY 2028
Stormwater utility CIP Project	10/1/2027	9/30/2028	\$ 1,850,000	0%	Stormwater	\$ 350,000		Programmed for FY 2028
Street Improvements	10/1/2027	9/30/2028	\$ 3,150,000	0%	SPLOST/LMIG	\$ 350,000		Programmed for FY 2028
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2027	9/30/2028	\$ 170,000	50%	General Fund	\$ 40,000	\$ 20,000	Programmed for FY 2028
Computer System Upgrades	10/1/2027	9/30/2028	\$ 445,000	0%	General Fund	\$ 100,000		Programmed for FY 2028
Traffic Improvements	10/1/2027	9/30/2028	\$ 34,000,000	0%	SPLOST	\$ 9,000,000		Programmed for FY 2028
Smith-Gilbert Gardens Education Center	10/1/2027	9/30/2028	\$ 6,000,000	0%	Grants/SPLOST	\$ 2,000,000		Programmed for FY 2028
Community Center Expansion	10/1/2027	9/30/2028	\$ 10,000,000	10%	SPLOST/HUD Earmark	\$ 9,800,000	\$ 98,000	Programmed for FY 2028
City Hall Upgrade	10/1/2027	9/30/2028	\$ 10,000,000	0%	SPLOST	\$ 9,800,000		Programmed for FY 2028
Adams Park Improvements	10/1/2027	9/30/2028	\$ 700,000	25%	General Fund/HUD Earmark	\$ 100,000	\$25,000	Programmed for FY 2028
Parks & Recreation Facility Improvements	10/1/2027	9/30/2028	\$ 450,000	20%	General Fund/SPLOST	\$ 150,000	\$30,000	Programmed for FY 2028
Neighborhood Street Improvements	10/1/2027	9/30/2028	\$ 7,500,000	0%	SPLOST/HUD Earmark	\$ 1,000,000		Programmed for FY 2028
Cobb International Blvd Reclamation	10/1/2027	9/30/2028	\$ 11,000,000	0%	SPLOST/DOT Earmark	\$ 5,000,000		Programmed for FY 2028
TOTAL			\$ 87,390,000			\$ 38,270,000	\$ 208,000	

ANNUAL FEE FINANCIAL REPORT - FY 2022-2023
CITY OF KENNESAW, GEORGIA

	PARKS/REC	Police	Total
SERVICE AREA	CITY-WIDE	CITY-WIDE	
IMPACT FEE FUND BALANCE FROM FY 2021-2022 (ENDING 09/30/2022)	\$ 680,337.16	\$ 151,029.68	\$ 831,366.84
PRIOR PERIOD ADJUSTMENT	\$ -	\$ -	\$ -
IMPACT FEES COLLECTED IN FY 2022-2023	\$ 917,431.48	\$ 77,274.65	\$ 994,706.13
INTEREST EARNED	\$ 18,220.96	\$ 2,603.58	\$ 20,824.54
ADMINISTRATIVE/OTHER COST	\$ -	\$ -	\$ -
(IMPACT FEE REFUNDS)	\$ -	\$ -	\$ -
(PROJECT EXPENDITURES)	\$ 32,372.27	\$ -	\$ 32,372.27
IMPACT FEE FUND BALANCE ENDING FY 2022-2023 (9/30/23)	\$ 1,583,617.33	\$ 230,907.91	\$ 1,814,525.24
*IMPACT EXPENDITURES ENCUMBERED	\$ -	\$ -	\$ -

* Encumbrance accounting - under which purchase orders, contracts and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation - is not employed by the City.

City of Kennesaw Annual Short Term Work Program Update FY2027/2028							
Project Number	Plan Element		Start Date	End Date	Estimated Cost	Funding Source	Responsible Party
1	Land Use	Implement next phase of annexation plan city wide	2027	2028	N/A	N/A	Economic Dev. & Planning
2	Public Facilities	Storm Water Utility CIP Project	2027	2028	\$350,000	SPLOST	Public Works
3	Public Safety	police vehicles	2027	2028	\$350,000	Court Services/GF	Economic Development
4	Economic Development	Apply for grants for development projects	2027	2028	\$5,000	N/A	Economic Development & Planning
5	Land Use	Revise land use strategy for major corridors	2027	2028	NA	GF	Planning and Zoning
6	Land Use	Trail linkage study to be initiated with Town Center CID	2027	2028	N/A	NA	Community Development
7	Land Use	Review of Historic District Guidelines	2027	2028	N/A	NA	Planning
8	Community Development	Annual review of Unified Development Code	2027	2028	N/A	NA	Community Development
9	Community Facilities	coordinate with police department on exploring technology for safety and business recruitment	2027	2028	N/A	N/A	Park and Recreation
10	Community Facilities	Continued marketing of Downtown venues in cooperation with Downtown Merchants	2027	2028	N/A	KDDA	Economic Development
11	Information Technology	City Wide Software Upgrades/purchases City Wide Computer upgrade and integration WI-FI integration in parks	2027	2028	\$100,000	GF	Information Technology
12	Information Technology	GIS upgrades for land use analysis and public safety	2027	2028		GF	Community Development
13	Community Facilities	Traffic Improvements	2027	2028	\$9,000,000	SPLOST	Public Works
14	Community Facilities	Promote partnerships with Gardens,KDDA and art Commisison	2027	2028	N/A	N/A	Community Development
15	Community Facilities	Street Improvements	2027	2028	\$350,000	SPLOST	Public Works
16	Community Facilities	Continue to promote quarterly community outreach meetings	2027	2028	N/A	GF	Planning
18	Land Use	Major update to City of Kennesaw Comprehensive Plan	2027	2028		GF	Planning
19	Community facilities	Community Center Expansion	2027	2028	\$9,800,000	SPLOST	Parks and Recreation
	Community Facilities	Smith Gilbert Gardens Education Center	2027	2028	\$2,000,000	GF	Parks and Recreation

FY 2023/2024							
Project Number	Plan Element	Project Description	Start Date	End Date	Estimated Cost	Funding Source	Responsible Party
1	Community Facilities	LCI plan project evaluation for next study area	2023	2024	N/A	NA	Planning and Zoning
2	Community Facilities	review sustainability policies for city facilities	2023	2024	N/A	N/A	Public Works
3	Economic Development	Continue business recruitment, expansion and retention efforts	2023	2024	\$5,000	GF, KDA & KDDA	Economic Development
4	Economic Development	Apply for grants for development projects	2023	2024	N/A	N/A	Economic Development & Planning
5	Community Facilities	Evaluate effectiveness of Museum marketing strategies and make adjustments as needed	2023	2024	N/A	N/A	Museum & Economic Dev
6	Community Facilities	Upgrade neighborhood parks	2023	2024	\$20,000	GF	Parks and Recreation
7	Land Use	Initiate study for sustainability initiatives and incentive program for new development	2023	2024	N/A	N/A	Community Development
8	Community facilities	Reevaluating Trail Master plan	2023	2024	N/A	N/A	Parks and Recreation
9	Housing	Continue strategies (through zoning) aimed at the identification and preservation of existing sound housing and stable residential neighborhoods including preservation of historic properties	2023	2024	N/A	N/A	Community Development
10	Land Use	Explore policies that can promote more diverse housing development	2023	2024	N/A	N/A	Planning and Zoning
11	Information Technology	City Wide Computer upgrade and integration	2023	2024	\$70,000	GF	Information Technology
12	Community Facilities	Traffic Improvements	2023	2024	\$4,000,000	SPLOST	Public Works
13	Economic Development	Continue implementation of downtown master plan	2023	2024	N/A	SPLOST	Community Development
14	Community Facilities	Research alternative methods for water quality solutions for new development	2023	2024	N/A	N/A	Public Works
15	Community Facilities	Storm Water Utility assesment and system analysis	2023	2024	N/A	GF	Public Works
16	Community Facilities	Street Improvements	2023	2024	\$800,000	SPLOST	Parks and Recreation
17	Community Facilities	Drainage Improvements	2023	2024	\$750,000	SPLOST	Public Works
18	Land Use	Evaluate downtown entertainment district signage standards	2023	2024	N/A	N/A	Planning and Zoning
19	Community Facilities	Depot master plan review of projects	2023	2024	N/A	N/A	Parks and Recreation
20	Community Facilities	Smith-Gilbert Gardens facility improvements	2023	2024	\$200,000	SPLOST	Parks and Recreation
21	Land Use	Historic District Standards reevaluation with consultants	2023	2024	\$7,000	GF	Planning and Zoning

City of Kennesaw Annual STWP Update 2024/2025							
Project Number	Plan Element	Project Description	Start Date	End Date	Estimated Cost	Funding Source	Responsible Party
1	Economic Development	Continue business recruitment, expansion and retention efforts	2024	2025	\$8,000	KDA & KDDA	Economic Development
2	Community Facilities	Evaluate master trail system tie-in to Cobb County System	2024	2025	N/A	N/A	Planning and Zoning/parks and recreation
3	Community Facilities	Erosion Control measures installation for City Cemetery areas along southern and Northern areas (bordering the Revival Development between Lewis Family and Pauper sections)	2024	2025	\$50,000	N/A	Public Works
4	Land Use	Pursue potential program creation that will provide a rescue fund to repair and rehabilitate historic properties and structures on private property	2024	2025	N/A	N/A	Planning and Zoning
5	Community Facilities	Storm Water Utility CIP Project	2024	2025	\$500,000	SPLOST	Public Works
6	Community Facilities	Traffic Improvements	2024	2025	\$10,000,000	SPLOST	Public Works
7	Land Use	Annual review of Unified Development code	2024	2025	NA	NA	Planning and Zoning
8	Community Facilities	Smith Gilbert Gardens facility improvements	2024	2025	\$100,000	SPLOST	Parks and Recreation
9	Community Facilities	Street Improvements	2024	2025	\$900,000	SPLOST	Public Works
10	Community Facilities	Pave Streets throughout city cemetery	2024	2025	\$100,000	GF	Public Works
11	Land Use	Strengthen enforcement of housing codes in order to revitalize neighborhoods	2024	2025	N/A	N/A	Community Development
12	Community Facilities	Reevaluate Future land use maps and character areas as identified in the comprehensive plan	2024	2025	N/A	N/A	Community Development
13	Information Technology	City Wide Computer upgrade and integration	2024	2025	\$75,000	GF	Information Technology
14	sign standards	Amend the Unified Development Code to address design standards issues	2024	2025	N/A	N/A	Planning and Zoning
15	Community Facilities	Community Center Improvements	2024	2025	\$250,000	GF	Parks and Recreation
16	Community Facilities	Review status of adopted redevelopment areas	2024	2025	NA	NA	Economic Development/Planning

City of Kennesaw Annual STWP Update FY2025/2026							
Project Number	Plan Element	Project Description	Start Date	End Date	Estimated Cost	Funding Source	Responsible Party
1	Economic Development	Continue implementation of Kennesaw LCI downtown master plan	2025	2026	N/A	N/A	Mayor and Council & City Manager
2	Land Use	review downtown master plan	2025	2026	N/A	N/A	Community Development
3	Economic Development	Continue business recruitment, expansion and retention efforts	2025	2026	\$5,000	GF, KDA, KDDA	Economic Development
4	Community Facilities	re-evaluate storm water management plan	2025	2026	N/A	N/A	Public Works
5	Land Use	reviewing comprehensive plan and objectives	2025	2026	N/A	N/A	Community Development
6	Land Use	Evaluate existing development regulations for provisions that may limit diversity in housing types and barriers to revitalization and infill development and recommend changes where appropriate	2025	2026	\$5,000	KDDA, GF, and DCA Grants	Community Development
7	Community Facilities	Traffic Improvements	2025	2026	\$4,000,000	SPLOST	Public Works
8	Land Use	Analyze Senior Housing inventory	2025	2026	N/A	N/A	Planning and Zoning
9	Land Use	Annual review of Unified Development code	2025	2026	N/A	N/A	Community Development, Public Works
10	Land Use	Develop additional development standards for the provision and location of pedestrian and bicycle facilities in connection with private development projects.	2025	2026	N/A	N/A	Community Development
11	Community Facilities	Upgrade neighborhood parks	2025	2026	\$35,000	GF	Parks and Recreation
12	Land Use	identify areas of city in transition that is appropriate for redevelopment	2025	2026	N/A	N/A	Planning and Zoning
13	Community Facilities	Establish strategies and priorities for funding road improvements needed in the city in conjunction with county, state, regional and federal agencies.	2025	2026	N/A	N/A	Public Works/Economic Development
14	Land Use	re-evaluate needs for student housing demand	2025	2026	NA	NA	Planning and Zoning
15	Community Facilities	Promote the expansion of local public transit alternatives in conjunction with Cobb County, DOT, GRTA, CCT, ARC and other state/regional agencies.	2025	2026	N/A	N/A	Community Development
16	Community Facilities	Storm Water Utility CIP Project	2025	2026	\$250,000	SPLOST	Public Works
17	Information Technology	City Wide Computer upgrade and integration	2025	2026	\$100,000	GF	Information Technology
18	Environmental	Evaluate environmentally sensitive areas affected by development	2025	2026	N/A	N/A	Public Works/Community development
19	Land Use	Participate in regional and local transportation studies and initiatives to discuss rail connectivity to cities and county	2025	2026	N/A	N/A	Community Development
20	Land Use	Work with Cobb County to implement a greenbelt system for flood plains that can also be used as a passive recreation resource.	2025	2026	N/A	N/A	Community Development
21	Economic Development	Evaluate Economic Development Incentive program	2025	2026	N/A	N/A	Community Development
22	Community Facilities	Review trail network program	2025	2026	N/A	N/A	Parks and Recreation

City of Kennesaw Annual STWP Update FY2026-2027							
Project Number	Plan Element	Project Description	Start Date	End Date	Estimated Cost	Funding Source	Responsible Party
1	Land Use	Create housing audit report	2026	2027	N/A	N/A	Mayor and Council & City Manager
2	Public Facilities	Revisions to Zoning ordinance and development standards	2026	2027	N/A	N/A	Community Development
3	Public Facilities	Continue business recruitment, expansion and retention efforts	2026	2027	\$5,000	GF, KDA & KDDA	Economic Development
4	Land Use	Update Comprehensive Plan	2026	2027	N/A	N/A	Planning and Zoning
5	Land Use	Review of implementation of Cobb's Plan 2040	2026	2027	N/A	N/A	Community Development
6	Economic Development	Evaluate annexation action plan for all commercial and industrial corridors	2026	2027	N/A	NA	Community Development
7	Public Facilities	Transportation study on existing roadways and gateways into the City in association with GRTA and ARC consistent with the LCI Plan.	2026	2027	NA	NA	Community Development, Public Works
8	Public Facilities	Add space for flag	2026	2027	\$20,000	N/A	Community Development, Parks and Recreation
9	Economic Development	Reevalute Entertainment District Growth Strategy	2026	2027	N/A	GF, KDDA	Economic Development
10	Economic Development	Review strategic growth plan with Planning and Zoning Department	2026	2027	N/A	N/A	Museum & Economic Dev
11	Community Facilities	Upgrade Neighborhood Parks	2026	2027	\$35,000	GF	Parks and Recreation
12	Information Technology	implement electronic submittal programs for all departments	2026	2027	N/A	N/A	Information Technology
13	Community Facilities	Street Improvements	2026	2027	\$300,000	SPLOST	Public Works
14	Transportation Element	Promote the expansion of local public transit alternatives in conjunction with Cobb County, ARC and other state/regional agencies.	2026	2027	N/A	N/A	Community Development
15	Community Facilities	City Wide Computer upgrade and integration	2026	2027	\$100,000	GF	Information Technology
16	Economic Development	Review Downtown Development authority business recruitment strategy	2026	2027	N/A	N/A	Community Development
17	Community Facilities	Review greenspace requirement for population	2026	2027	N/A	N/A	Parks and Recreation
18	Economic Development	Analyze the downtown business retention plan	2026	2027	N/A	N/A	Economic Development
19	Land Use	City to expand network with local school board system in order to improve input regarding future development	2026	2027	N/A	N/A	Communtiy Dev
20	Land Use	Create housing density analysis	2026	2027	N/A	N/A	Community Development
21	Community Facilities	Annual comprehensive plan minor updates	2026	2027	N/A	NA	Planning and Zoning
22	land use	analyze Senior Housing inventory for lifelong community initiative	2026	2027	N/A	N/A	Planning and Zoning
23	Community Facilities	Storm Water Utility assessment of projects	2026	2027	N/A	NA	Public Works
24	Community Facilities	Drainage system improvements	2026	2027	\$300,000	SPLOST	Public Works
25	Community Facilities	review city transportation plan	2026	2027	N/A	GF	Public Works

**CITY OF KENNESAW
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold two public hearings to consider the final adoption of the Capital Improvement Element and Short-Term Work Program report for Fiscal Years 2024 through 2028.

A copy of the report is on file at the Dale Burrell Government Complex in the Planning and Zoning Office for review during normal business hours of 8:00 AM – 5:00 PM Monday through Friday.

The Mayor and Council will hold the first public hearing on May 20, 2024 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 3, 2024 at 6:30 PM in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue. Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov or attend to be heard.

Mayor and Council will be conducting their meeting in person as well as through Zoom Meeting and Facebook Live and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Legal ad to run May 10th and May 17th

TIMES JOURNAL, INC.
P.O. BOX 1633
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(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS

Printed at 05/07/24 16:50 by khick-tj

Acct #: 110016

Ad #: 410903

Status: New WHOLD

CITY OF KENNESAW
2529 J.O. STEPHENSON AVE
KENNESAW GA 30144

Start: 05/10/2024 Stop: 05/17/2024

Times Ord: 2 Times Run: ***

LEG 1.00 X 2.66 Words: 200

Total LEG 2.66

Class: 8003 PUBLIC HEARING

Rate: LEGL Cost: 60.00

Ad Descrpt: PH-4059 2024 CIE AMENDMEN

Descr Cont: MDJ-4059 GPN-16 CITY OF K

Given by: NATALIE FAUSTINE

P.O. #: 2024 CIE AMENDMENTS

Created: khick 05/07/24 16:45

Last Changed: khick 05/07/24 16:50

Contact: LEA ALVAREZ
Phone: (770)424-8274
Fax#:
Email: LALVAREZ@KENNESAW-GA.GOV
Agency:

PUB ZONE EDT TP RUN DATES
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AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

MDJ-4059
GPN-16
CITY OF KENNESAW
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5:10,17-2024



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 20, 2024

TITLE: **Minutes: April 29, 2024, Special Called Meeting**
Approval of the April 29, 2024, City Council special called meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024-04-29 City Council Special Called Minutes DRAFT

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
April 29, 2024
6:00 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Antonio Jones
 Councilmember Madelyn Orochena
 Councilmember Tracey Viars
 Councilmember Pat Ferris
 Deputy City Clerk Christie Burgner
 City Manager Jeff Drobney
 City Attorney Randall Bentley, Sr.

1. Invocation

City Attorney Randall Bentley, Sr. led the Invocation.

2. Pledge of Allegiance

Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:02 p.m.

4. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
- B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

6. Public Comment/Business from the Floor

7. Old Business

8. New Business

A. Resolution: Support for the Atlanta Regional Commission's (ARC) Transportation Improvement Program (TIP) Grant Application

Consideration for approval of a Resolution acknowledging support of the ARC's TIP grant application, along with the required local match, for the Sardis Street Extension and Overpass Project.

Councilmember Pat Ferris advised Mayor and Council that he would be abstaining from the discussion and vote of this agenda item. Mayor Easterling with agreement by City Attorney Bentley stated that while Councilmember Ferris did recuse himself, he could remain on the dais.

Public Works Director Ricky Stewart advised of a letter of support (resolution) needed for a grant application for the Transportation Improvement Program with Atlanta Regional Commission. Staff would like to utilize this grant application to fund the Sardis Street Extension and Overpass Pass Project. The Atlanta Regional Commission announced a Fiscal Year 2025 through 2028 call for Transportation Improvement Program (TIP) project funding proposals. The total requested amount for the grant application is \$19.5 million with a breakdown of \$1.5 million for engineering, \$2.5 million for right of way acquisition, \$.5 million for utilities, and \$15 million for construction. If approved, a local match of \$3.9 million will be required and has been budgeted with SPLOST. Applications are due by May 6, 2024. Staff recommend approval for resolution. Councilmember Viars inquired when the funds would arrive and if the project could possibly be fully funded. Mr. Stewart stated that while staff is requesting \$19.5 million from the grant, it is unknown how much we will actually receive.

Motion by Mayor Pro Tem Jones to approve [RESOLUTION NO. 2024-20, 2024](#) to support the grant application for the Atlanta Regional Commission's Transportation Improvement Program. Seconded by Councilmember Viars.

Vote taken, motion approved unanimously 3-0 (with Councilmember Ferris abstained). Motion passed.

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

6:06 p.m. Floor Open for Public Comments

No comments.

6:06 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn

Mayor Easterling adjourned the meeting at 6:07 p.m. The next regularly scheduled meeting is today's Work Session which will begin at 6:30 p.m. in the Council Chambers.



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 20, 2024

TITLE: **Minutes: April 29, 2024, Work Session**
Approval of the April 29, 2024, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024-04-29 City Council Work Session Minutes DRAFT

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
April 29, 2024
6:30 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Antonio Jones
 Councilmember Madelyn Orochena
 Councilmember Tracey Viars
 Councilmember Pat Ferris
 Deputy City Clerk Christie Burgner
 City Manager Jeff Drobney
 City Attorney Randall Bentley, Sr.

1. Invocation

2. Pledge of Allegiance

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
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5. Presentations

6. Public Comment/Business from the Floor

7. Old Business

8. New Business

A. URA Bond: Consent to Dual Representation and Waiver of Conflict of Interest

Consideration to authorize the Mayor to sign the Consent to Dual Representation and Waiver of Conflict of Interest regarding proposed representation of the Urban Redevelopment Agency (URA) and the City of Kennesaw, GA by Nelson Mullins Riley & Scarborough LLP for the URA bond refinancing.

Finance Director Gina Auld presented information on the consent to dual representation and the waiver of conflict. Questions from Council included: more about the waiver and why it was being presented, if Nelson Mullins markets the bond, why the city would refinance now, and what are the negative effects if the city severs ties with Nelson Mullins. Ms. Auld and City Attorney Fred Bentley answered the respective questions. Nelson Mullins represents the URA and Raymond James which they are required to disclose, and they require the waiver signed for all parties to understand representation. Nelson Mullins does not market the bond, they issue the tax opinion and have done so for the city for years. The city is not currently refinancing as this is not the best time. The city currently is improving its bond rating, if we severed ties with Nelson Mullins it could negatively affect that bond rating during bond evaluation. Agenda Item was approved to be moved to the Consent Agenda for May 6, 2024.

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. Minutes: April 08, 2024, City Council Work Session

Approval of the April 08, 2024, City Council work session minutes.

B. Minutes: April 15, 2024, City Council Meeting

Approval of the April 15, 2024, City Council regular meeting minutes.

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. Surplus: City Vehicles

Consideration to approve surplus and disposal of seven (7) City vehicles.

Public Works Director Ricky Stewart presented information on seven city surplus vehicles that have been replaced or need more mechanical work than their worth. Mayor Pro Tem Jones appreciated that one of the trucks was a 2001 Ford and asked that future surplus vehicles include mileage. Mr. Stewart advised future agendas would

have the mileage. Agenda Item was approved to be moved to the Consent Agenda for May 6, 2024.

B. Resolution: Award Bid and Contract for Replacement of the Southern Museum's HVAC Roof Top Unit (RTU)

Consideration of approval for a Resolution to award the bid and contract to T&T Commercial Equipment for the replacement of the Southern Museum's 17.5 ton HVAC RTU.

Building & Facilities Director Robbie Balenger advised for the bid award of Southern Museum's HVAC unit to T&T Commercial Equipment. Questions from Council included: most recent replacement, assurances of performance due to low price of bid, reference checks for business, and inspections of the units after they are placed. Mr. Balenger provided follow up information. Different units were replaced recently as there are fifteen units on the roof of the Southern Museum. Staff has on-site visits with prospective bidders to review equipment needed for removal and replacement of units; if the company has the needed equipment (crane) it is frequently the difference in pricing. The city has history of working with T&T Commercial Equipment and Croy Engineering does background checks. The city does inspections of the units and installation. Agenda Item was approved to be moved to the Consent Agenda for May 6, 2024.

C. DISCUSSION ONLY: Budget Adjustment

Consideration for approval of a budget adjustment of \$117,607.03 to replace the Audio/Visual system in the Court/Council Chambers.

Building & Facilities Director Robbie Balenger presented information regarding a budget adjustment and equipment to be used to replace the audio/visual system in the court/council chambers. Council questions included: automatic zoom features, how court services would be affected, and if live presentations could be viewed by online viewers. Mr. Balenger along with Brent of CCS provided answers to council questions. The system has a preset zoom feature or can use mics to zoom in on a speaker. The system has different uses and can be set for court or council. Presentations can be viewed online with this equipment. Agenda Item was approved to be moved to the Consent Agenda for May 6, 2024.

16. Recreation and Culture

A. Kennesaw Concert Series: Entertainment Schedule and Fees

Consideration for approval of the 2024 Kennesaw Concert Series entertainment schedule and fees and to authorize the Mayor to sign the attached contract.

Parks & Recreation Director Bill McNair provided information for the upcoming 2024 Kennesaw Concert Series along with the ribbon-cutting ceremony to be held on June 14th at 6 p.m. There were no council questions. Agenda Item was approved to be moved to the Consent Agenda on May 6, 2024.

17. Community Development

A. Final Plat Application: 2550 Cobb Parkway

Final plat application submitted by Arris Kennesaw, LLC for 2550 Cobb Parkway; this plat will combine 17 parcels into 5 tracts for the development of a mixed-use project. Case# FP2022-12.

Assistant Zoning Administrator Chanelle Campbell provided information on the final plat application for 2550 Cobb Parkway, The Landing on Summers Street. There were no questions from council. Agenda Item was approved to be moved to the Consent Agenda for May 6, 2024.

18. Public Comment/Business from the Floor

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Dr. Jeff Drobney spoke about the incredible Parks & Recreation events from the previous weekend, including the basketball tournament and skate park wheelchair event, and the many upcoming events on tap in Kennesaw.

20. Mayor's Report

Mayor Easterling thanked Guy Williams and family at Rolux. The city did a ribbon cutting at Rolux on April 26th at what point Rolux donated a new mower to the city.

- A. Mayor and Council (re)appointments to Boards and Commissions.** This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

Councilmember Ferris remarked that people will nitpick one little thing and determine the city is horrible. There is hope that those people open their eyes to the good things the city is doing.

Councilmember Orochena wished Mr. Ferris a happy birthday. Ms. Viars asked if he had taken the opportunity to play with his train set. Mr. Ferris stated he had ordered, repaired and tinkered with the train set.

Councilmember Viars stated the amphitheater looks amazing and verified the pedestrian tunnel will open June 4. She remarked that elections bring out the worst in us, and hopes that everyone will be good to each other.

A. DISCUSSION ONLY: Resolution to Pause the Demolition of Accessory Dwelling Units

As requested by Mayor Pro Tem Antonio Jones.

Mayor Pro Tem Jones opened discussion on his proposed resolution about a pause of demolition of accessory dwelling units (ADUs) advising he did take into account the police department and attorney statements, would add to the document to remove eyesores, but would pause any demolitions. Mr. Jones stated he spoke with Cobb

County Elections Director Tate Fall about putting the ADU issue on the ballot, who advised him to check the city charter for the correct process. Mr. Jones reiterated that he does not want to tear things down. Further discussion held regarding allowance of ADU's versus the proposed resolution of demolition, research into ADU's, demolition of a treehouse structure which has been labeled unsafe by staff, and placing the ADU issue on a ballot.

Mayor Pro Tem Jones advised he believes the treehouse looks sound, that any electrical issues can be resolved, and that it should not be demolished.

Councilmember Ferris stated that the treehouse has been operating illegally for years; it has been inspected by staff and listed as unsafe. More than one issue is being intermingled with the proposed resolution, and while he is in favor of research of ADU's by staff, we should not intermingle ADU's and demolitions. Staff is continually working on issues like this, not just the treehouse. Further, council should make determinations of these types of issues not escaping their responsibilities by placing them on the ballot.

Councilmember Viars advised she is not opposed to ADU research but it is a different topic than the proposed demolition ban, and the city should not pause demolitions on structures which staff have listed as unsafe.

Mayor Easterling advised that the council has been advised by staff that the treehouse unit is unsafe. Therefore if the city does not require a demolition, we could be held responsible if something were to happen to someone at that location.

Councilmember Orochena understands the demolition of the treehouse is due to the safety of the structure not its use, and asked if the owner had been given the opportunity to resolve the safety issues.

Dr. Drobney invited council to go into executive session to discuss the legality of the issue presented as the conversation has steered away from the resolution and to a specific issue.

Mayor Easterling invited Building Services Director Scott Banks to comment. Mr. Banks advised that accessory dwelling units fall under Zoning and not Building Code, the mentioned treehouse would be called a commercial sleeping unit as the owner has stated he rents the unit out. Cobb County Fire Marshall begins the process of approving structure plans, and they will not review the tree house because it is in a residential area not meant for a business. Building Code reviews egress, plumbing, and electrical with Cobb Fire reviewing street design and fire hydrants; none of those items were designed for commercial use in the residential neighborhood where the treehouse is located. Mr. Banks advised there is nothing in the building code to allow this type of structure which has been found illegal and unsafe. He reiterated that the demolition of this structure is not because it is an ADU, but because it is unsafe and was never submitted for permits or inspections.

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

Motion by Councilmember Orochena to enter into Executive Session as allowed by O.C.G.A. § 50-14-3 for the purpose of discussing land and legal. Motion seconded by Mayor Pro Tem Jones.

After receiving visual and verbal confirmation from the Council, the motion was approved unanimously, 4-0. Motion carried.

7:15 p.m. Recess to Executive Session

The Mayor, City Council, City Manager, Assistant City Manager, Deputy City Clerk, City Attorney, Assistant City Attorney, Public Works Director, and a Croy Engineering representative attended the Executive Session.

7:51 p.m. Reconvene to Open Session

Councilmember Orochena read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A § 50-14-4. Motion seconded by Councilmember Ferris.

After receiving visual and verbal confirmation from the Council, the motion was approved unanimously, 4-0. Motion carried.

Mayor Easterling shared that, based on discussion held in executive session, there is one item to add to the Monday, May 6 Regular Council Meeting agenda regarding retaining counsel specifically for HB 489 negotiations with Cobb County.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:54 p.m. The next regularly scheduled

meeting will be held on Monday, May 6, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 20, 2024

TITLE: **Minutes: April 29, 2024, Executive Session**
Approval of the April 29, 2024, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 20, 2024

TITLE: **Minutes: May 6, 2024, City Council Meeting**
Approval of the May 6, 2024, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024-05-06 City County Meeting Minutes DRAFT

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
May 6, 2024
6:30 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Antonio Jones
 Councilmember Madelyn Orochena
 Councilmember Tracey Viars
 Councilmember Pat Ferris
 Deputy City Clerk Christie Burgner
 City Manager Jeff Drobney
 City Attorney Randall Bentley, Sr.

1. Invocation

City Attorney Randall Bentley, Sr. led the invocation.

2. Pledge of Allegiance

Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed. Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>
- B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

6. Public Comment/Business from the Floor

6:31 p.m. Floor Open for Public Comments

SARAH TORRES [Candidate for Post 5]: Ms. Torres stated she had a meet and greet on May 1st, answered questions about her platform, heard from residents about their concerns, and had a nice evening. To hear more about her commitment and passion for the city, please email her at votesarahtorres@gmail.com.

JASON ACREE [Candidate for Post 5]: Mr. Acree advised he had run for office before and learned a lot. He is honored that people would vote for him. He will be having a meet and greet on Saturday after the race at Tacos del Chavo where he looks forward to meeting people. Contact him via email or Facebook. Mr. Acree advised that citizens want to discuss development opportunities and traffic.

ANTHONY GUTIERREZ [Candidate for Post 5]: Mr. Gutierrez wanted to highlight a few issues that residents have reached out to him about: the scoreboard at Adams Park is malfunctioning and causing larger issues, the potholes on Ben King Road should be a priority, and developers are not following through on their promises during construction (such as the pool at Galt Commons). To learn more about Mr. Gutierrez, his email is Anthony4Kennesaw@gmail.com or visit his website, Facebook, Instagram or Next Door.

Mayor Easterling then read an email he sent in response to recent comments he received about the Adams Park scoreboard. (See Exhibit A)

KAY MORGAN [Candidate for Cobb Commission Chair]: Ms. Morgan advised she is a mother, wife, grandmother, neighbor, and friend and has chosen Cobb County as her home for over four decades. She is against the thirty year proposed transportation tax as it is a 19th century solution to a 20th century problem, and would instead like roads repaired. Ms. Morgan stated she was also against spending money on outside consultants who do not live here, do not know the county or the lifestyle. Her background as a banker, a business woman and in real estate helps her with these issues. Find out more about her at her website kayforcobbchair.com

SHEILA EDWARDS [Candidate for Cobb Commission Chair]: Ms. Edwards advised she is a homeowner and tax payer and does not want to be triple taxed. Last year citizens asked the Cobb Board to rollback the millage rate and were denied; meanwhile, the commissioners gave themselves a slushfund of one million dollars. Ms. Edwards advised the current commission wants a rain tax when residents already pay into the water fund, and now a thirty year tax is on the ballot. The county should tighten their belt, use staff instead of consultants, and do something different to change the trajectory the county is headed. Ms. Edwards advised she is concerned for seniors and working families and how they will incorporate more taxes in their budget. Ms. Edwards advised that if elected she will govern with humanity, not by race, sex or color.

Mayor Easterling thanked Ms. Morgan and Ms. Edwards for meeting with him before tonight's meeting.

6:43 p.m. Floor Closed for Public Comment

7. Old Business

8. New Business

A. Resolution: Special Counsel Representation for SDS

Consideration for approval of Resolution to appoint and authorize special counsel to represent the City of Kennesaw to negotiate, prepare, and mediate a service delivery strategy (SDS).

City Manager Jeff Drobney presented information on the proposed resolution for special counsel representation with other Cobb cities for negotiations with Cobb County.

Motion by Councilmember Viars to approve [RESOLUTION NO. 2024-21, 2024](#) to appoint and authorize special counsel to represent the City of Kennesaw to negotiate, prepare, and mediate a service delivery strategy (SDS)., as presented. Seconded by Councilmember Ferris.

Vote taken, motion unanimously approved 4-0. Motion passed

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

Motion by Mayor Pro Tem Jones to approve the Consent Agenda. Seconded by Councilmember Orochena.

Vote taken, motion unanimously approved 4-0. Motion passed.

A. Minutes: April 08, 2024, City Council Work Session

Approval of the April 08, 2024, City Council work session minutes.

B. Minutes: April 15, 2024, City Council Meeting

Approval of the April 15, 2024, City Council regular meeting minutes.

C. URA Bond: Consent to Dual Representation and Waiver of Conflict of Interest

Approval to authorize the Mayor to sign the Consent to Dual Representation and Waiver of Conflict of Interest regarding proposed representation of the Urban Redevelopment Agency (URA) and the City of Kennesaw, GA by Nelson Mullins Riley & Scarborough LLP for the URA bond refinancing.

D. Surplus: City Vehicles

Approval to surplus and disposal of seven (7) City vehicles.

E. Resolution: Award Bid and Contract for Replacement of the Southern Museum's HVAC Roof Top Unit (RTU)

Approval of Resolution to award the bid and contract to T&T Commercial

Equipment for the replacement of the Southern Museum's 17.5 ton HVAC RTU.

RESOLUTION 2024-22, 2024

F. Budget Adjustment

Approval of a budget adjustment of \$117,607.03 to replace the Audio/Visual system in the Court/Council Chambers and for the mayor to sign the CCS proposal.

G. Kennesaw Concert Series: Entertainment Schedule and Fees

Approval of the 2024 Kennesaw Concert Series entertainment schedule and fees and to authorize the Mayor to sign the attached contract.

H. Final Plat Application: 2550 Cobb Parkway

Approval of final plat application submitted by Arris Kennesaw, LLC for 2550 Cobb Parkway; this plat will combine 17 parcels into 5 tracts for the development of a mixed-use project. Case# FP2022-12.

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

ANDREW BRAMLETT [City Resident]: Mr. Bramlett presented a local history story about a visit to Kennesaw by Johnny Cash in 1974 for a documentary. (See Exhibit B)

MARTY HUGHES [Assistant City Manager]: Mr. Hughes shared emails received at kennesawcouncil@kennesaw-ga.gov from Jeff Perlaky and "Some Body" regarding the treehouse matter from the April 19 meeting. (See Exhibit C)

ANN PRATT [Resident]: Ms. Pratt congratulated the city on the First Friday concert which had an unbelievable crowd and event. She saw the mayor there, but he was not dancing this time. Ms. Pratt advised she spoke with a lady in a wheelchair who lives in Revival and was having the best time at the concert. There seem to never be enough people to help with these events and Ms. Pratt wanted to point out that she saw Councilmember Viars, Mark Allen, and Mary helping with clean up. This was a great time for the people of Kennesaw. Ms. Pratt also wondered where the tunnel would lead.

JASON ACREE [Resident]: Mr. Acree thanked the city and public works for the work that has recently been completed on Mack Dobbs Road as it is safer.

JOHN LITTLE [Resident]: Mr. Little advised that while he's not on a lot of social media, he does look at his neighborhood What's App and has noticed trash talk about different citizens and candidates. Don't read it, delete it suggests Mr. Little. All the candidates are open to discussion and you shouldn't believe everything you see on social media.

6:53 p.m. Floor Closed for Public Comment

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney mentioned Ms. Pratt's comment about the volunteers and thanked the members of the Downtown Merchant Association and Downtown Development Authority for their hard work. He advised he likes this event because it is put together by the merchants of downtown. The concert was a wonderful kickoff to Kennesaw's summer events. The tunnel entrance/exit is not changing; while it is still closed for safety reasons, it will be cleaned and reopened. Dr. Drobney responded to Mr. Acree's comments about Mack Dobbs Road; this was a long-term project which required lots of time and energy with the city using SPLOST dollars with county funds as well to repair stormwater and create sidewalks. Ben King Road is also a long-term project that the city knows it needs to correct and will do so as planned. Dr. Drobney spoke of Depot Park and how its transformation began over ten years ago, which would help change the downtown into a multi-destination park with a walkable location with a park, streams and amphitheater. The metamorphosis of that area is incredible. The ribbon cutting for the amphitheater is scheduled for June 14 and the entertainment for the amphitheater was approved on tonight's consent agenda. Dr. Drobney advised that some of the First Friday concerts will be moved to the amphitheater.

20. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

21. Council Reports & Discussions

Mayor Pro Tem Jones joked that he was glad of an insurance policy for his phone as it fell into a bottle warmer. Mr. Jones thanked the Church of Jesus Christ of Latter Day Saints for inviting him to their roundtable. It is good to be able to meet and talk with people of different religions to discuss issues in a safe space. Mr. Jones advised that his son Isaac was brought home from the hospital and is doing well. Mr. Jones stated it was good to see Dr. Shock in attendance at tonight's meeting. Dr. Shock is a professor at Kennesaw State University and was once the Chairman of the Citizens Advisory Committee.

Councilmember Orochena stated the First Friday concert was great and wanted to send a special thank you to the adults who placed themselves between the children playing and the road. She saw this happen and deeply appreciated it. Ms. Orochena appreciates the sidewalks on Mack Dobbs and reminisced about her youthful days of traveling down Mack Dobbs Road with no sidewalk.

Councilmember Ferris commented on all the going ons in Kennesaw. He advised that the city and council do the best job they can to share that news on Facebook and through the newsletter, but perhaps we could up our game a bit better. Ultimately, he is happy with the way things are operating and how we serve our citizens.

Councilmember Viars congratulated Mayor Pro Tem Jones on his son coming home from the hospital. She pointed out that the Kennesaw Farmer's Market opened today which is located at Moon Station and Main Street. She advised that more things coming.

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:05 p.m. The next regularly scheduled meeting will be held on Monday, May 13, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Christie Burgner

From: Derek Easterling
Sent: Wednesday, May 8, 2024 4:48 AM
To: Christie Burgner
Subject: SCOREBOARD RESPONSE

Christie —

Below is the response you requested:

We are aware of the scoreboard issue and have communicated this information to your Board for further dissemination. All scoreboards have been ordered and are being produced by the manufacturer. We have nearly \$60,000 dollars invested in new scoreboards for Adams Park. Since the scoreboards are customized for Adams Park, we have to depend on the manufacturer for delivery and installation. They have assured us that they will work to get them built and installed as soon as possible.

The time line we have been provided is late summer/early fall as manufacturers are still facing critical supply issues related to electronic components.

We are required to follow state and local bidding laws and in doing so this project was originally put out to bid in December and there were no bidders. The RFP (request for proposal) was revised and put out to bid again in January. Again there were no bidders. Finally, we were forced to go to a state contract, received two bids. Contracts were signed and orders placed in March.

I was going to leave it at that, but the tone of the comments from many of you leave me wanting to say more. When I played baseball back in the day, number placards were used to keep score. It was the spirit of the game that brought us together and made it special, not a fancy scoreboard.

Also, the employees at the City of Kennesaw are dedicated and committed professionals who are passionate about serving our community. The Parks and Recreation Department continually provides exceptional facilities, programming, and services to our community year round. It is very disheartening to hear all of the negative comments when I know these professionals put forth tremendous effort day in and day out to enhance your experiences with our programming.

Please let me know if you have any questions.

Derek Easterling

C. Derek Easterling
Mayor
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA. 30144
(W) 770.424.8274 x3100
(M) 404.496.2563

KENNESAW HISTORY

Johnny Cash

September 19, 1974
Kennesaw Neighbor

Johnny Cash with Ray Cash
and Mayor Johnny Adams



In September 1974, the one and only Johnny Cash arrived in Kennesaw. Cash was a lifelong fan of railroad history, and decided to create a one-hour documentary about the role of trains in American History. As part of this, Cash decided to feature the story of the Great Locomotive Chase.

On September 12, 1974, Cash and his father Ray arrived in Kennesaw to much fanfare. The mayor, Johnny Adams met Cash at the depot. While Cash filmed there, newspapers said a variety of local residents came out to see the singer, including the Jaycees and a kindergarten class. After filming in Kennesaw, he went to Six Flags and Stone Mountain.

The documentary, "Riding the Rails: The Great American Train Story," aired on November 22, 1974. The final documentary did feature footage of Cash standing on the depot's platform, along with the story of the Great Locomotive Chase. The full film can be found on YouTube by scanning the QR code .



Presented by Andrew J. Bramlett at the May 6, 2024,
City of Kennesaw Mayor & Council Meeting

Lea Alvarez

From: Jeff Perlaky [REDACTED]
Sent: Friday, April 19, 2024 10:42 AM
To: kennesawcouncil
Subject: Guy who has to tear down treehouse

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Having just watched this online, I just want to let you know how much your city sucks!!

I have never been to Kennesaw and most certainly now have no desire to go.

I do believe somebody told the guy he didn't need a permit to build this treehouse and to add insult to injury make him apply for a demolition permit??

Your city Sucks! That is the nicest thing I have to say about Kennesaw.

Sincerely,

Jeff Perlaky

DRAFT

Lea Alvarez

From: Some Body [REDACTED]
Sent: Friday, April 19, 2024 12:19 PM
To: kennesawcouncil
Subject: Treehouse code complaint

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

If you make him tear down the treehouse rental then I will never spend another dime in your city again, and will divert all of our company vehicles to never buy gas in your city again.

DRAFT

**Names and Addresses will be disclosed in the Permanent Minutes of the
City of Kennesaw**

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**Mayor & Council Regular Meeting
5/6/2024
Public Comment Sign-in**

Name	Address	Topic
1 Andrew J. Bramlett	2990 Cornfield Ct, Kennesaw, GA	Local history
2 Shelia Edwards	6314 Coney Lake Rd, Marietta	Cobb's Government
3 Jason Acree	2803 Sumner Square Dr, Kennesaw	Candidate 11/23
4 Sara Torrey	2008 Chesterfield Dr, NW	Kenn. Council Candidate
5 Anthony Gutierrez	4016 Paloverde Dr	Camp. Speech
6 Ann Platt	Kennesaw, GA 30142	
7 JON LITTLE	Princeton Ave	
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Item Report

TO: The Honorable Mayor and City Council

FROM: Paul Sprague

DATE: May 20, 2024

TITLE: **Resolution: ESRI Geospatial Information Systems (GIS) software**
Approval of a Resolution authorizing the Mayor to sign a contract with ESRI for a Small Government Enterprise Agreement.

Summary:

ESRI is the sole source provider for all U.S. domestic Small Municipal and County Government Enterprise Agreements (SGEA) and the Information Technology Department desires to enter into said contract. The SGEA is a bundled package of term limited software licenses and maintenance that includes the right to copy. The City of Kennesaw currently uses an ESRI Geospatial Information Systems (GIS) software version that is being phased out and replaced with a newer product which will phase in the price increase over a three-year period, with an out for each year if the City so chooses. The incremental pricing is as follows: \$34,004.94 in fiscal year 2024-2025; \$37,472.06 in fiscal year 2025-2026; \$40,900.00 in fiscal year 2026-2027.

Recommendation:

The GIS Manager recommends approval.

Fiscal Impact:

Software Maintenance: 100-1535-52-420500-00000

Attachments:

1. RES 2024 - ESRI SGEA
2. Exhibit A

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-__, 2024

**RESOLUTION TO APPROVE A CONTRACT WITH ESRI FOR A SMALL
GOVERNMENT ENTERPRISE AGREEMENT AND TO AUTHORIZE THE MAYOR TO
EXECUTE THE AGREEMENT**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, The Information Technology Department desires to enter into a contract with ESRI for its Small Municipal and County Government Enterprise Agreement (SGEA); and

WHEREAS, ESRI is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (SGEA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

WHEREAS, the City of Kennesaw currently uses an ESRI Geospatial Information Systems (GIS) software version that is being phased out and replaced with a newer product; and

WHEREAS, the new agreement provides for uncapped quantities of desktop and server software licenses, while costing \$169.74 less than the amount budgeted for fiscal year 2024-2025; and

WHEREAS, ESRI SGEA will phase in the price over a three-year period, with an out for each year if the City so chooses, in the following increments: \$34,004.94 in fiscal year 2024-2025; \$37,472.06 in fiscal year 2025-2026; \$40,900.00 in fiscal year 2026-2027; and

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council approve the contract with ESRI and authorize the Mayor to execute the agreement as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of _____, 2024.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Exhibit A



Quotation # Q-514899

Date: March 21, 2024

Customer # 214095 Contract #

City of Kennesaw
Information Technology Dept
2529 J O Stephenson Ave Nw
Kennesaw, GA 30144-2780

ATTENTION: Paul Sprague
PHONE: 770-590-8268 x3016
EMAIL: psprague@kennesaw-ga.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/7/2024 To: 8/5/2024

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$8,383.56	\$8,383.56
Populations of 25,001 to 50,000 Small Government Enterprise Agreement (Term 1: 5/18/24 - 9/30/24)				
168178	1	Year 2	\$34,004.94	\$34,004.94
Populations of 25,001 to 50,000 Small Government Enterprise Agreement (Term 2: 10/1/24 - 9/30/25)				
168178	1	Year 3	\$37,472.06	\$37,472.06
Populations of 25,001 to 50,000 Small Government Enterprise Agreement (Term 3: 10/1/25 - 9/30/26)				
168178	1	Year 4	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement (Term 4: 10/1/26 - 9/30/27)				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Eva Kennedy	Email: ekennedy@esri.com	Phone: (909) 369-4320 x4320
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		



Quotation # Q-514899

Date: March 21, 2024

Customer # 214095 Contract #

City of Kennesaw
Information Technology Dept
2529 J O Stephenson Ave Nw
Kennesaw, GA 30144-2780

ATTENTION: Paul Sprague
PHONE: 770-590-8268 x3016
EMAIL: psprague@kennesaw-ga.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/7/2024 To: 8/5/2024*

Subtotal:	\$120,760.56
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$120,760.56

The stepped pricing quoted here is a onetime offer and valid through the 3 year 136 day term of this Enterprise Agreement. The Enterprise Agreement renewal fee will be based on the List Price at the time of renewal.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Eva Kennedy	Email: ekennedy@esri.com	Phone: (909) 369-4320 x4320
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



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DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 2/7/2024 To: 8/5/2024*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Eva Kennedy

Email:

ekennedy@esri.com

Phone:

(909) 369-4320 x4320

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-2)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 100 ArcGIS Online Viewers
 100 ArcGIS Online Creators
 17,500 ArcGIS Online Service Credits
 100 ArcGIS Enterprise Creators
 3 ArcGIS Insights in ArcGIS Enterprise
 3 ArcGIS Insights in ArcGIS Online
 10 ArcGIS Location Sharing User Type Extension (Enterprise)
 10 ArcGIS Location Sharing User Type Extension (Online)
 9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years, one hundred and thirty-six days (136); May 18, 2024 - September 30, 2027

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Kennesaw
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: May 20, 2024

TITLE: **Resolution: Smith Gilbert Gardens Marquee Sign**
Approval of a Resolution to install a marquee sign at the Smith Gilbert Gardens and to authorize the Mayor to sign an agreement with Brooks-Berry-Haynie.

Summary:

This project was priced using a state contract by Croy Engineering and is a total of \$63,507.82. Brooks-Berry-Haynie for construction and installation of a new digital marquee sign at the Smith Gilbert Gardens.

Recommendation:

Croy Engineering and the Building and Facility Director recommend approval.

Fiscal Impact:

2022 SPLOST Facility Improvements: 310-4228-54-150500

Attachments:

1. RES 2024 - SGG Marquee Sign
2. Exhibit A
3. SGG Monument Sign -Recommendation of Award

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-__, 2024

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
BROOKS-BERRY-HAYNIE FOR THE INSTALLATION OF A DIGITAL MARQUEE
SIGN AT THE SMITH GILBERT GARDENS.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB
COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, a digital marquee will better advertise the location and events of the Smith Gilbert Gardens; and

WHEREAS, Brooks-Berry-Haynie has the qualifications and experience to perform installation services for \$63,507.82 and was procured through State of Georgia contract number B3CBA2401404-0 and;

WHEREAS, the current balance of 2022 SPLOST Facility Improvements more than exceeds the required costs needed for this project.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute an agreement with Brooks-Berry-Haynie for services as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of May, 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



BROOKS - BERRY - HAYNIE & ASSOCIATES, INC.

BBH 4443-20240503

PROPOSAL

May 3, 2024

City of Kennesaw
Attn: Luke Torbert, Croy Engineering

Installation of Monument Sign Smith-Gilbert Gardens

Gentlemen:

Brooks-Berry-Haynie & Associates respectfully submits the following proposal for the installation of a decorative monument sign and embedded Dynamic Message Sign (DMS) system.

Price

Monument	\$	17,643.67
Dynamic Message Sign	\$	39,597.42
Power service point	\$	6,266.73
Total	\$	63,507.82

This is considered a lump sum contract, unit prices are shown for evaluation purposes but individual unit prices cannot be deemed stand-alone prices without the written consent of BBH.

Project Specific Scope

1. Our pricing is based on email correspondence from Croy Engineering on 4/8/2024, PDF file "Smith Gilbert Gardens – Monument proposal (2).pdf", and discussions with Luke Torbert with Croy Engineering. See attachments for reference documents provided to BBH.
2. Our pricing includes:
 - a. Construction of decorative Monument – Option A
 - b. Furnish and installation of a two-sided (mirrored operation) Daktronics Galaxy GT6x full color, full matrix, 8mm LED pitch dynamic message sign.
 - c. Installation of power service point and underground conduit to power monument sign.
 - d. All labor, material, equipment, and supervision to perform the work outlined above.
3. Proposed monument will be submitted for approval of materials and material type/color. Monument includes:
 - a. Stacked stone monument with CMU base/foundation per Option A.
 - b. 2" aluminum tubing with stucco finish to simulate concrete
 - c. Decorative wood elements of 5.5" x 1.5" cedar clear grade wood with ¾" diameter lag wood screws

4. Proposed DMS will be submitted for approval prior to fabrication and include:
 - a. Daktronics Galaxy GT6x dual-side DMS with mirror operation.
 - b. Daktronics cellular 4G modem, requires data plan (excluded)
 - c. 5 year parts only warranty
 - d. Venus ® Control Suite software and 10-year subscription

Exclusions

1. Engineering and permitting are excluded, other than electrical permit and building permit required for construction of monument sign.
2. Landscaping, concrete flatwork, pavers, and decorative lighting are excluded.
3. Survey and layout are excluded, City to stake desired location and alignment of monument, clear zone calculations and considerations the responsibility of the City.
4. Pavement removal, replacement, and repairs are excluded.
5. Guardrail work is excluded.
6. Rock boring, drilling, excavating, and removal is excluded. Should rock be encountered BBH can provide an additional price to cover this work.

General Conditions

1. BBH shall not be required to commence or continue work unless sufficient areas are ready to ensure continuous work.
2. Engineering, engineering fees, geotechnical engineering, plan check fees, permits are excluded.
3. Saw cutting and removal/replacement of asphalt or concrete paving and sidewalks is excluded.
4. All hazardous materials removal or abatement is excluded.
5. We exclude responsibility of damage to any private or **unmarked** utility lines or utility company make-ready work. Any repairs that BBH is directed to make is payable by the Prime Contractor to BBH.
6. Damage to existing facilities and completed work by third parties is excluded. Any repair to existing facilities or completed work will be repaired by BBH and payable by the Prime Contractor to BBH.
7. This quote is contingent upon the negotiation of mutually agreeable subcontract terms. This quote is valid for a period of 30 days.
8. BBH shall be entitled to an equitable adjustment in the price of the work, including but not limited to any increased costs of labor, including overtime, or materials, resulting from any change of schedule, acceleration, out of sequence work or delay caused by others for whom BBH is not responsible.
9. BBH assumes no responsibility and shall not be held liable for any items not specifically or clearly shown on the above listed bid document drawings or not directly or specifically indicated within the bid documents listed above.

Please review this scope and general conditions, if you should have any questions please feel free to contact us. We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project.

Very truly yours,



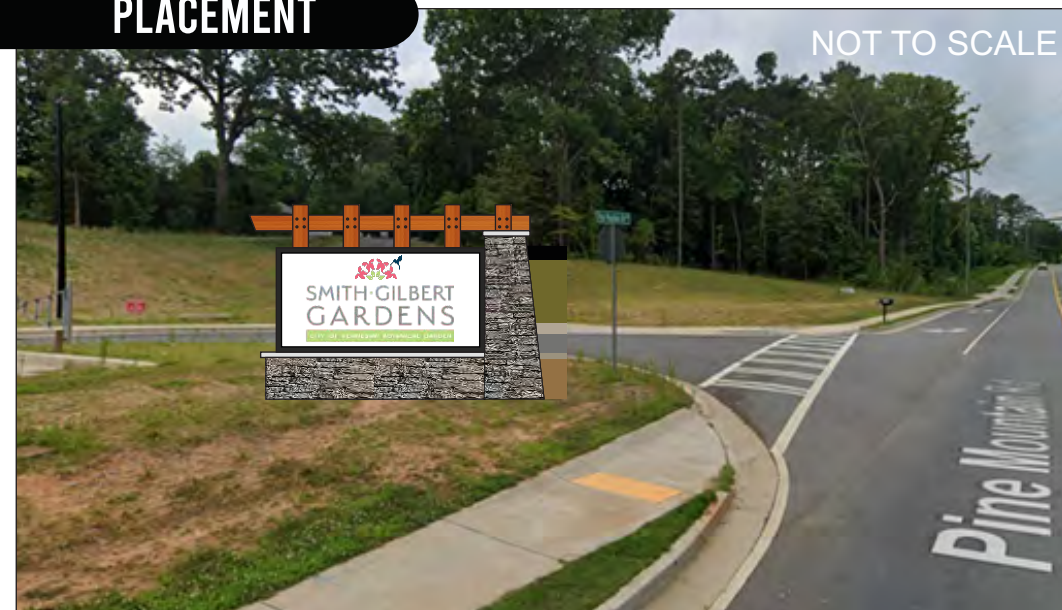
Bill Gunter

Area Manager

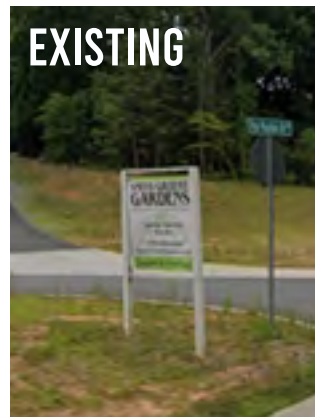
billg@bbhelectric.com

**VECTORED LOGO NEEDED
REQUIRED PRIOR TO PRODUCTION**

PLACEMENT



EXISTING



SPECIFICATIONS

NEW MONUMENT

- STACKED STONE COLUMN AND BASE, CMU WITH STACKED STONE CLADDING
- 2" ALUMINUM TUBING WITH STUCCO FINISH TO SIMULATE CONCRETE
- 6" DEEP ALUMINUM CABINET WITH 36" x 76" x 1/8" ACM PANEL WITH DIGITAL PRINT LOGO
- DECORATIVE WOOD ELEMENTS - 6" x 2" CEDAR CLEAR GRADE WOOD WITH LARGE WOOD SCREWS 3/4" dia.

GRADE

GALAXY® GT6x LED SIGNS

High brightness. Long life. Now you don't have to choose.

If you're looking for a reliable, brilliant way to reach customers, meet the GT6x, the latest in the Galaxy® line of LED message displays from Daktronics. The Galaxy GT6x provides bright, vibrant images through high-resolution surface mount LED technology in 10- and 8-mm pixel pitches. Combined with Daktronics industry-leading reliability, simple installation and unparalleled service, you've got one effective way to communicate with your customers.



IMAGE QUALITY

The image on your LED display reflects your company image. So it needs to be bright, consistent and high quality. That's where the GT6x comes in. With high-resolution surface mount device (SMD) LEDs and an upgraded module and power delivery system for added brightness, your display will show off crisp, exceptional images and messaging. Your customers won't miss a thing.

The GT6x comes in two pixel pitch options – the 10 mm and the higher-resolution 8 mm. The smaller the pixel pitch, the higher the resolution. Ask your Daktronics rep which option is right for your situation.

QUICK INSTALLATION, EASY CONTROL

The sleek, good-looking GT6x is basically a plug-and-play display. With narrow cabinets and quick connects, your display will be up and running very quickly. This crisp, bright display begs for dynamic content. You'll start right with a free media kit from Daktronics. Then, you can keep your business looking its best when you choose from more than 1,500 free content selections from Daktronics Creative Services. You can control that amazing content easily and from anywhere with the cloud-based Venus® Control Suite. Flexible and intuitive, it works on any device with an internet connection – smartphones, tablets, laptops or desktops.

BUILT TO LAST

The Daktronics Reliability Lab puts every component through its paces before it ever goes out the door, so your GT6x message display is as dependable as they come. Front ventilation ensures proper display cooling, and the components are sealed, so the display will keep working even in the harshest conditions. If you ever do need maintenance or service, technicians can easily access components through the single-step module removal.

**CONTACT YOUR SIGN REP TODAY TO FIND OUT MORE ABOUT HOW THE
BEAUTIFUL RELIABILITY OF THE GT6x CAN HELP YOU INCREASE SALES.**

DAKTRONICS.COM/GALAXYGT6x



DAKTRONICS.COM 800-DAKTRONICS

201 Daktronics Drive PO Box 5128 Brookings, South Dakota 57006-5128
800-325-8766 605-692-0200 fax 605-697-4700 email sales@daktronics.com
Copyright © 2019 Daktronics DD4551602 5 November 2019 REV01



GALAXY® GT6x 8 MM PRODUCT SPECIFICATIONS

The Galaxy® GT6x offers high-value Galaxy features combined with high-resolution 8 mm surface mount LED technology to provide high-quality images.

8 MM TECHNICAL SPECIFICATIONS

Character Height:

2" (7 pixel font)

Line Spacing:

8.13 mm (0.3")

Pixel Configuration:

3-in-1 SMD

Maximum Brightness:

8,000 nits

Full Color Capability:

281 trillion colors

Viewing Angle:

160 degrees horizontal x 70 degrees vertical

Min Viewing Distance:

18' (8 mm)

PRODUCT FEATURES

- All sealed components
- Quick connects
- Mounting clips
- High-contrast louvers
- Redundant module signal
- Large sections for fast installation
- Front ventilation on displays less than eight feet tall
- No spreader beam required for displays greater than eight feet tall
- Single-step module removal
- Shallow cabinet depth
- Narrow cabinet borders

MODEL NUMBER GUIDE

GT6x	-	90	x	135	-	8	-	RGB	-	SF
Series		Lines High		Columns Wide		Line Spacing		LED Color		Single Face or Two View



GT6x SERIES SPECIFICATIONS

Estimated LED Lifetime:

100,000+ hours

Contrast Enhancement:

Non-reflective black louvers and module face grooves disperse light

Message Capability:

Text, graphics, logos, basic animation, video clips, multiple font styles, and sizes

Control Software:

Venus® Control Suite

Power:

120, 120/240 VAC Single Phase

Display Dimming:

64 levels (Automatic, scheduled or manual control)

Communication Options:

Ethernet Fiber Optic, Ethernet Bridge Radio, Remote Cellular, Ethernet CAT5

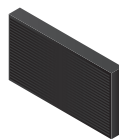
Operating Temperature:

-40°F to 120°F with 99% RH non-condensing

Compliance Information:

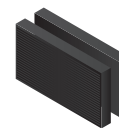
UL Listed, FCC compliance

DISPLAY CONFIGURATIONS



Single-face (SF)

Available in all sizes



Two-view (2V)

Available in all sizes

GALAXY® GT6x 8 MM PRODUCT SPECIFICATIONS

Lines x Columns	Sections/ Ventilated	Cabinet Dimensions Feet-Inches H x W x D	Cabinet Dimensions Meters H x W x D	Cabinet Square Feet (Square Meters)	Active Area Square Feet (Square Meters)	Cabinet Weight Pounds (kilograms)	Lines/ Characters per line	Character Height	Maximum Watts RGB
45x180	Sing/Ft	1'9" x 5'11" x 7"	0.53 x 1.54 x 0.18	8.6 (0.8)	5.8 (0.6)	65 (30)	5/36	2" - 14"	495
45x225	Sing/Ft	1'9" x 6'3" x 7"	0.53 x 1.91 x 0.18	10.7 (1.0)	7.2 (0.8)	80 (37)	5/45	2" - 14"	610
45x270	Sing/Ft	1'9" x 7'6" x 7"	0.53 x 2.28 x 0.18	12.7 (1.2)	8.7 (0.9)	95 (44)	5/54	2" - 14"	720
45x315	Sing/Ft	1'9" x 8'8" x 7"	0.53 x 2.64 x 0.18	14.8 (1.4)	10.1 (1.0)	110 (50)	5/63	2" - 14"	835
45x360	Sing/Ft	1'9" x 9'11" x 7"	0.53 x 3.01 x 0.18	16.8 (1.6)	11.6 (1.2)	125 (57)	5/72	2" - 14"	945
45x405	Sing/Ft	1'9" x 11'1" x 7"	0.53 x 3.37 x 0.18	18.8 (1.8)	13.0 (1.3)	140 (64)	5/81	2" - 14"	1060
45x450	Sing/Ft	1'9" x 12'3" x 7"	0.53 x 3.74 x 0.18	20.9 (1.9)	14.4 (1.5)	155 (71)	5/90	2" - 14"	1170
45x495	Sing/Ft	1'9" x 13'6" x 7"	0.53 x 4.1 x 0.18	22.9 (2.1)	15.9 (1.6)	170 (78)	5/99	2" - 14"	1285
45x540	Sing/Ft	1'9" x 14'8" x 7"	0.53 x 4.47 x 0.18	25.0 (2.3)	17.3 (1.8)	185 (84)	5/108	2" - 14"	1395
45x585	Sing/Ft	1'9" x 15'11" x 7"	0.53 x 4.84 x 0.18	27.0 (2.5)	18.8 (1.9)	200 (91)	5/117	2" - 14"	1510
45x630	Sing/Ft	1'9" x 17'1" x 7"	0.53 x 5.2 x 0.18	29.0 (2.7)	20.2 (2.1)	215 (98)	5/126	2" - 14"	1620
45x675	Sing/Ft	1'9" x 18'3" x 7"	0.53 x 5.57 x 0.18	31.1 (2.9)	21.6 (2.2)	230 (105)	5/135	2" - 14"	1735
45x720	Sing/Ft	1'9" x 19'6" x 7"	0.53 x 5.93 x 0.18	33.1 (3.1)	23.1 (2.4)	245 (112)	5/144	2" - 14"	1850
45x765	Sing/Ft	1'9" x 20'8" x 7"	0.53 x 6.3 x 0.18	35.2 (3.3)	24.5 (2.5)	260 (118)	5/153	2" - 14"	1960
45x810	Sing/Ft	1'9" x 21'11" x 7"	0.53 x 6.66 x 0.18	37.2 (3.5)	26.0 (2.6)	275 (125)	5/162	2" - 14"	2075
45x855	Sing/Ft	1'9" x 23'1" x 7"	0.53 x 7.03 x 0.18	39.2 (3.7)	27.4 (2.8)	290 (132)	5/171	2" - 14"	2185
45x900	Sing/Ft	1'9" x 24'3" x 7"	0.53 x 7.4 x 0.18	41.3 (3.8)	28.8 (3.0)	305 (139)	5/180	2" - 14"	2300
90x135	Sing/Ft	2'11" x 3'11" x 7"	0.89 x 1.18 x 0.18	11.2 (1.1)	8.7 (0.9)	90 (41)	11/27	2" - 28"	630
90x180	Sing/Ft	2'11" x 5'1" x 7"	0.89 x 1.54 x 0.18	14.6 (1.4)	11.6 (1.2)	125 (57)	11/36	2" - 28"	825
90x225	Sing/Ft	2'11" x 6'3" x 7"	0.89 x 1.91 x 0.18	18.1 (1.7)	14.4 (1.5)	155 (71)	11/45	2" - 28"	1020
90x270	Sing/Ft	2'11" x 7'6" x 7"	0.89 x 2.28 x 0.18	21.6 (2.0)	17.3 (1.8)	185 (84)	11/54	2" - 28"	1215
90x315	Sing/Ft	2'11" x 8'8" x 7"	0.89 x 2.64 x 0.18	25.1 (2.3)	20.2 (2.1)	215 (98)	11/63	2" - 28"	1410
90x360	Sing/Ft	2'11" x 9'11" x 7"	0.89 x 3.01 x 0.18	28.6 (2.7)	23.1 (2.4)	245 (112)	11/72	2" - 28"	1610
90x405	Sing/Ft	2'11" x 11'1" x 7"	0.89 x 3.37 x 0.18	32.0 (3.0)	26.0 (2.6)	275 (125)	11/81	2" - 28"	1805
90x450	Sing/Ft	2'11" x 12'3" x 7"	0.89 x 3.74 x 0.18	35.5 (3.3)	28.8 (3.0)	305 (139)	11/90	2" - 28"	2000
90x495	Sing/Ft	2'11" x 13'6" x 7"	0.89 x 4.1 x 0.18	39.0 (3.6)	31.7 (3.3)	335 (152)	11/99	2" - 28"	2195
90x540	Sing/Ft	2'11" x 14'8" x 7"	0.89 x 4.47 x 0.18	42.5 (4.0)	34.6 (3.5)	365 (166)	11/108	2" - 28"	2390
90x585	Sing/Ft	2'11" x 15'11" x 7"	0.89 x 4.84 x 0.18	46.0 (4.3)	37.5 (3.8)	395 (180)	11/117	2" - 28"	2585
90x630	Sing/Ft	2'11" x 17'1" x 7"	0.89 x 5.2 x 0.18	49.4 (4.6)	40.4 (4.2)	425 (193)	11/126	2" - 28"	2780
90x675	Sing/Ft	2'11" x 18'3" x 7"	0.89 x 5.57 x 0.18	52.9 (5.0)	43.2 (4.4)	455 (207)	11/135	2" - 28"	2975
90x720	Sing/Ft	2'11" x 19'6" x 7"	0.89 x 5.93 x 0.18	56.4 (5.3)	46.1 (4.7)	485 (220)	11/144	2" - 28"	3170
90x765	Sing/Ft	2'11" x 20'8" x 7"	0.89 x 6.3 x 0.18	59.9 (5.6)	49.0 (5.0)	515 (234)	11/153	2" - 28"	3365
90x810	Sing/Ft	2'11" x 21'11" x 7"	0.89 x 6.66 x 0.18	63.4 (5.9)	51.9 (5.3)	545 (248)	11/162	2" - 28"	3560
90x855	Sing/Ft	2'11" x 23'1" x 7"	0.89 x 7.03 x 0.18	66.8 (6.3)	54.8 (5.6)	575 (261)	11/171	2" - 28"	3755
90x900	Sing/Ft	2'11" x 24'3" x 7"	0.89 x 7.4 x 0.18	70.3 (6.6)	57.6 (5.9)	605 (275)	11/180	2" - 28"	3950
135x90	Sing/Ft	4'2" x 2'8" x 7"	1.25 x 0.81 x 0.18	10.9 (1.0)	8.7 (0.9)	95 (44)	16/18	2" - 43"	630
135x135	Sing/Ft	4'2" x 3'11" x 7"	1.25 x 1.18 x 0.18	15.8 (1.5)	13.0 (1.2)	140 (64)	16/27	2" - 43"	970
135x180	Sing/Ft	4'2" x 5'1" x 7"	1.25 x 1.54 x 0.18	20.7 (1.9)	17.3 (1.7)	185 (84)	16/36	2" - 43"	1275
135x225	Sing/Ft	4'2" x 6'3" x 7"	1.25 x 1.91 x 0.18	25.6 (2.4)	21.6 (2.1)	230 (105)	16/45	2" - 43"	1585
135x270	Sing/Ft	4'2" x 7'6" x 7"	1.25 x 2.28 x 0.18	30.5 (2.9)	26.0 (2.4)	275 (125)	16/54	2" - 43"	1895
135x315	Sing/Ft	4'2" x 8'8" x 7"	1.25 x 2.64 x 0.18	35.5 (3.3)	30.3 (2.9)	320 (146)	16/63	2" - 43"	2200
135x360	Sing/Ft	4'2" x 9'11" x 7"	1.25 x 3.01 x 0.18	40.4 (3.8)	34.6 (3.3)	365 (166)	16/72	2" - 43"	2510
135x405	Sing/Ft	4'2" x 11'1" x 7"	1.25 x 3.37 x 0.18	45.3 (4.2)	38.9 (3.6)	410 (186)	16/81	2" - 43"	2815
135x450	Sing/Ft	4'2" x 12'3" x 7"	1.25 x 3.74 x 0.18	50.2 (4.7)	43.2 (4.1)	455 (207)	16/90	2" - 43"	3125
135x495	Sing/Ft	4'2" x 13'6" x 7"	1.25 x 4.1 x 0.18	55.1 (5.1)	47.6 (4.5)	500 (227)	16/99	2" - 43"	3430
135x540	Sing/Ft	4'2" x 14'8" x 7"	1.25 x 4.47 x 0.18	60.1 (5.6)	51.9 (4.8)	545 (248)	16/108	2" - 43"	3740
135x585	Sing/Ft	4'2" x 15'11" x 7"	1.25 x 4.84 x 0.18	65.0 (6.1)	56.2 (5.3)	590 (268)	16/117	2" - 43"	4050
135x630	Sing/Ft	4'2" x 17'1" x 7"	1.25 x 5.2 x 0.18	69.9 (6.5)	60.5 (5.7)	635 (289)	16/126	2" - 43"	4355
135x675	Sing/Ft	4'2" x 18'3" x 7"	1.25 x 5.57 x 0.18	74.8 (7.0)	64.8 (6.1)	680 (309)	16/135	2" - 43"	4665
135x720	Sing/Ft	4'2" x 19'6" x 7"	1.25 x 5.93 x 0.18	79.7 (7.4)	69.2 (6.5)	725 (329)	16/144	2" - 43"	4970
135x765	Sing/Ft	4'2" x 20'8" x 7"	1.25 x 6.3 x 0.18	84.7 (7.9)	73.5 (6.9)	770 (350)	16/153	2" - 43"	5280
135x810	Sing/Ft	4'2" x 21'11" x 7"	1.25 x 6.66 x 0.18	89.6 (8.3)	77.8 (7.3)	815 (370)	16/162	2" - 43"	5585
135x855	Sing/Ft	4'2" x 23'1" x 7"	1.25 x 7.03 x 0.18	94.5 (8.8)	82.1 (7.7)	860 (391)	16/171	2" - 43"	5895
135x900	Sing/Ft	4'2" x 24'3" x 7"	1.25 x 7.4 x 0.18	99.4 (9.3)	86.4 (8.1)	905 (411)	16/180	2" - 43"	6200
180x90	Sing/Ft	5'4" x 2'8" x 7"	1.62 x 0.81 x 0.18	14.1 (1.3)	11.6 (1.2)	125 (57)	22/18	2" - 57"	825
180x135	Sing/Ft	5'4" x 3'11" x 7"	1.62 x 1.18 x 0.18	20.4 (1.9)	17.3 (1.7)	185 (84)	22/27	2" - 57"	1215
180x180	Sing/Ft	5'4" x 5'1" x 7"	1.62 x 1.54 x 0.18	26.8 (2.5)	23.1 (2.3)	245 (112)	22/36	2" - 57"	1610





Mr. Robbie Balenger
Building and Facilities Director
City of Kennesaw
2753 Watts Drive
Kennesaw, GA 30144

May 8, 2024

Re: Recommendation of Award: Monument Sign for Smith Gilbert Gardens

Mr. Balenger:

Proposals were requested, utilizing State Contract, for pricing for the proposed Monument Sign at Smith Gilbert Gardens. One proposal was received from Brooks-Berry-Haynie (BBH) in the amount of \$63,507.82. A reference check has been completed, and qualifications of this firm have been verified. Therefore, it is our recommendation that the contract be awarded, by utilization of State Contract B3CBA2401404-0, to BBH.

Upon receipt of the City's concurrence, we will prepare the contracts and forward them to the Contractor for execution.

Respectfully,

Roy Acree
Program Manager
Croy Engineering, LLC

Cc: Lea Alvarez, City of Kennesaw



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: May 20, 2024
TITLE: **Crime Statistics: April 2024**
Receipt of the April 2024 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2024 April Crime Statistics (M+C)



April 2024 Crime Statistics

Summary

April 2024 Group A Offenses (99) decreased by 27% compared to April 2023 (135). A vast majority of the crimes reported in April 2024 were Drug Offenses (37). This trend is different in the data collected for crimes reported in April 2023. The majority of the crimes reported in April 2023 were Assault Offenses (35). Drug Offenses account for approximately 37% (37) of the crimes that have occurred within our jurisdiction in April 2024. Out of the 841 traffic stops in April 2024, (1,104) resulted in Citations and (528) Warnings. There was a total of (100) Adult Arrests that took place during the month, which is a 12% decrease from April 2023 (113).

There were 517 traffic accidents YTD, 46 of which were classified as Hit and Run. Of the 517 accidents 42 had injuries, and 5 involved pedestrians. YTD 2024 total accidents (517) are down compared to 539 YTD 2023.

Crimes	April 2024	April 2023	YTD (01/01/2024) – (04/30/2024)	YTD (01/01/2023) – (04/30/2023)
Assault Offenses	35	35	115	118
Motor Vehicle Theft	1	0	7	2
Burglary	5	0	13	8
Homicide Offenses	0	0	1	0
Larceny	7	22	70	106
Sex Offenses	2	1	8	7
Robbery	0	2	0	4
Total	50	60	214	245

	April 2024	April 2023	YTD (01/01/2024) – (04/30/2024)	YTD (01/01/2023) – (04/30/2023)
Dispatched Calls for Service	584 (+52)	532	2,294 (-719)	3,013
Self-Initiated Activity	1,096 (-7)	1,103	4,348 (+99)	4,249
Traffic Citations	1,104 (-17)	1,121	4,527 (+151)	4,376
Traffic Warnings*	528 (+157)	371	2,194 (+1,022)	1,172
Arrests*	100 (-13)	113	370 (-18)	388

*Warnings do not include verbal warnings

*Arrest statistics does not include juveniles

Bill Westenberger
Chief of Police



Kennesaw Police Department
2539 J. O. Stephenson Ave., Kennesaw, GA, 30144
911 Call Center: (770) 422-2505
Criminal Investigations Division: (770) 429-4533



Bayleigh Brown
Crime/ Intelligence
Analyst



Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: May 20, 2024

TITLE: **Resolution: Swift Cantrell Fitness Station**
 Consideration for approval of a Resolution authorizing the Mayor to execute an agreement with GameTime, Inc. for the installation of an Outdoor Fitness Station at Swift Cantrell Park.

Summary:

In an effort to improve, expand, and promote a healthy lifestyle for Kennesaw residents, the Parks and Recreation Department is requesting an additional fitness station be installed at Swift Cantrell Park because the existing fitness station cannot adequately meet the demand of current users. Parks and Recreation impact fees funds for an additional fitness station were previously allocated for and adopted in the FY 24 budget. GameTime, Inc. has the qualifications and experience to perform installation services for \$116,065.87 and was procured through State of Georgia contract number 2017001134.

Recommendation:

The Parks and Recreation Director recommends approval.

Fiscal Impact:

Park Improvements: 276-4225-54-145000-00000

Attachments:

1. RES 2024 - Swift Cantrell Fitness Station
2. Exhibit A
3. 05.20 Swift Cantrell Fitness Station Location Exhibit
4. Fit Station GameTime
5. Swift Cantrell Fitness Station Proposal (002)
6. Swift-Cantrell Fitness Station Options

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-__, 2024

**RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH
GAMETIME, INC. FOR THE INSTALLATION OF AN OUTDOOR FITNESS STATION
AT SWIFT CANTRELL PARK**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB
COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, in an effort to improve, expand, and promote a healthy lifestyle for Kennesaw residents, the Parks and Recreation Department is requesting an additional fitness station be installed at Swift Cantrell Park; and

WHEREAS, the existing fitness station cannot adequately meet the demand of current users; and

WHEREAS, Parks and Recreation impact fees funds for an additional fitness station were previously allocated for and adopted in the FY 24 budget; and

WHEREAS, GameTime, Inc. has the qualifications and experience to perform installation services for \$116,065.87 and was procured through State of Georgia contract number 2017001134.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute an agreement with GameTime, Inc. for services shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of May, 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



A PLAYCORE Company

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/01/2024
Quote #
105466-01-03

Swift Cantrell Park ~ Outdoor Fitness Area 1 (Revised)

Kennesaw Parks & Recreation Department
Attn: Roy Acree
2753 Watts Drive
Kennesaw, GA 30144

Ship to Zip 30144

Quantity	Part #	Description	Unit Price	Amount
<i>Site access for construction equipment and staging area must be provided by owner.</i>				
1	RDU	GameTime - FT19001 Fit Station Package [Accent: _____] [Basic: _____] [Deck:Pvc: _____] (1) 13271I -- Chest Press - Ada (In-Ground Mount) (1) 13272I -- Lat Pull Down - Ada (In-Ground Mount) (1) 13280 -- Balance Board Station (1) 13559I -- Leg Press (Single) (1) 13560I -- Captain'S Chair - In-Ground Mount (1) 13562I -- Cardio Walker (In Ground) (2) 13565 -- Fitness Sign Post For Sticker (1) 13580 -- Bench Dip Station (1) 13586I -- Horizontal Chin Up In ground (1) 13588I -- Push Up Lo In ground (1) 14922I -- Recumbent Cycle (In-Ground) (1) 14925I -- Accessible Hand Cycle (In-Ground)	\$55,012.00	\$55,012.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$17,485.00	\$17,485.00
1025	Digout	5-Star Plus - Digout/Sitework of area (per sq. ft.)- <i>Spoils to be left on site</i>	\$1.40	\$1,435.00
1025	Spoils	5-Star Plus - Removal/Disposal from Site the Spoils from Digout	\$1.75	\$1,793.75
144	Curb	GT-Impax - Concrete Curb (In. ft.)- <i>4" Wide - Not Reinforced</i>	\$41.00	\$5,904.00
1025	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- <i>Installed per specification of Unitary Surfacing requirements.</i>	\$6.15	\$6,303.75
1025	Poured- 8	GT-Impax - Poured Rubber Surfacing - 8' fall height- <i>50% Standard Color - Aromatic Binder - 3.75" Thick with 1/2" EPDM wear course cap - 5-year warranty</i> <i>Fitness Area Size 53' x 20'</i>	\$28.77	\$29,489.25
540	Sidewalk	5-Star Plus - Concrete Pad or Path - Standard per sq. ft.- Installation of (2) Concrete Sidewalks - 3000 psi commercial exterior mix - over compacted earth - 4" thick - w/tooled expansion joints every 5'	\$14.95	\$8,073.00



A PLAYCORE Company

GameTime
c/o Dominica Recreation Products, Inc.
P.O. Box 520700
Longwood, FL 32752-0700
800-432-0162 * 407-331-0101
Fax: 407-331-4720
www.playdrp.com

05/01/2024
Quote #
105466-01-03

Swift Cantrell Park ~ Outdoor Fitness Area 1 (Revised)

Quantity	Part #	Description	Unit Price	Amount
			Sub Total	\$125,495.75
			Discount	(\$11,326.76)
			Freight	\$1,896.88
			Total	\$116,065.87

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.



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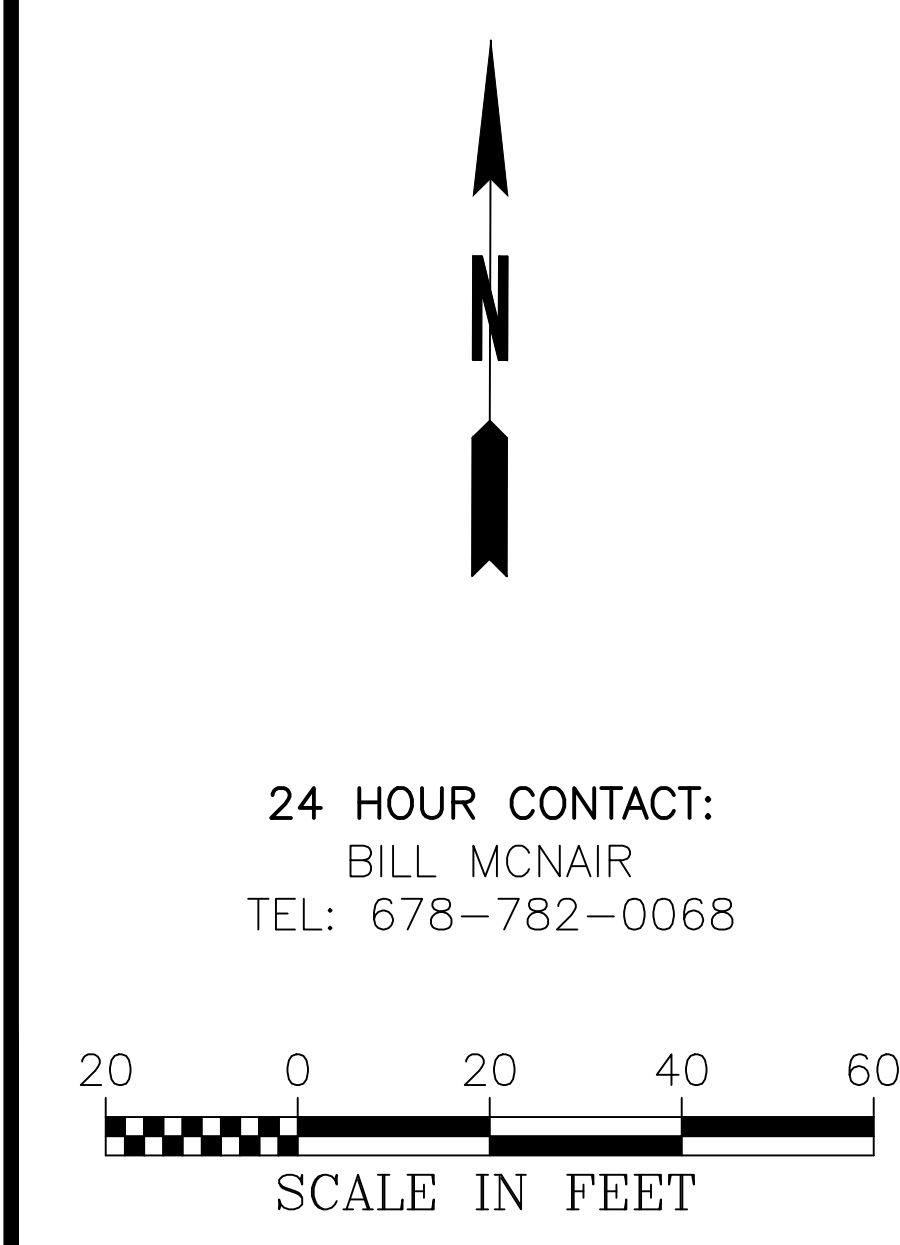
ORDER INFORMATION

Bill To: _____ Ship To: _____
Contact: _____ Contact: _____
Address: _____ Address: _____
Address: _____ Address: _____
City, State, Zip: _____ City, State, Zip: _____
Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
E-Mail: _____ Purchase Amount: **\$116,065.87**

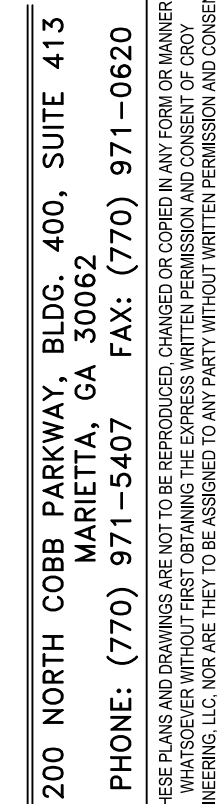


1. THE SITE CONTRACTOR SHALL COORDINATE SERVICE ROUTING OF ALL GAS, TELEPHONE, AND ELECTRICAL LINES WITH THE APPROPRIATE UTILITY COMPANY. ALL CONSTRUCTION MUST COMPLY WITH EACH UTILITY'S STANDARDS AND SPECIFICATIONS AND NOT INTERFERE WITH TREE PLANTING SITES OR EXISTING TREES TO BE PRESERVED.
2. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT (ADA) ARE THE RESPONSIBILITY OF THE OWNER/DEVELOPER. COBB COUNTY ACCEPTS NO RESPONSIBILITY FOR SAID ACT, EXCEPT FOR NOTIFICATION OF THIS REQUIREMENT.
3. ALL DIMENSION CALLOUTS ARE FROM FACE OF CURB UNLESS OTHERWISE NOTED IN THE PLANS.
4. ALL CURB AND GUTTER IS 24" CURB AND GUTTER UNLESS OTHERWISE NOTED IN THE PLANS.
5. ANY DRIVE, ACCESS, SIDEWALK/SHOULDER CROSS-SLOPE, IN THE R/W, IS TO MATCH THE EXISTING SIDEWALK (1/8" PER FOOT).
6. ALL STRIPING IN RIGHT OF WAY TO BE THERMOPLASTIC, ANY CONFLICTING ROAD MARKINGS ARE TO BE HYDROBLASTED.
7. ANY STAIR OR MEANS OF EGRESS COMPONENT SHOWN ON THESE PLANS IS OUTSIDE OF THE LAND DISTURBANCE PERMIT REVIEW PROCESS. ALL STAIRS AND OTHER MEANS OF EGRESS COMPONENTS MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE FIRE FIRE MARSHAL'S OFFICE PRIOR TO CONSTRUCTION.
8. ALL COBB COUNTY FIRE MARSHAL OFFICE INSPECTIONS ARE REQUIRED TO BE SCHEDULED ONLINE AT www.cobbfiremo.org. THERE WILL BE A LINK FOR SCHEDULING EYES.
9. STREET NUMBERS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 106-2 COBB COUNTY CODE. WHERE MONUMENT SIGNS ARE USED ADDRESS NUMBERS SHALL BE INSTALLED ON BOTH SIDE OF THE MONUMENT SIGN. LANDSCAPING MATERIALS SHALL NOT OBSTRUCT THE STREET NUMBERS.
10. FIRE LANES WILL BE DETERMINED BY THE REVIEWER AFTER ALL COMMENTS ARE ADDRESSED OR AS DETERMINED BY THE FIRE INSPECTOR PRIOR TO CONSTRUCTION OF THE FIRE LANE SITE.
11. MAINTAIN ACCESS FOR FIRE APPARATUS DURING CONSTRUCTION INCLUDING TIES OR RAIN OR MUD. ROADS SHALL BE MAINTAINED AND MINIMALLY PROVIDED WITH CRUSHED STONE BASE AT 20' WIDE. PROVIDE AND MAINTAIN A SUITABLE TEMPORARY SUPPLY OF WATER FOR THE FIRE DEPARTMENT. (CDD 106-2 COBB COUNTY CODE)
12. THE OWNER/DEVELOPER SHALL NOTIFY THE FMO PRIOR TO THE START OF CONSTRUCTION WITH THE NAME AND CONTACT INFORMATION FOR THE SUPERINTENDENT. THE SUPERINTENDENT SHALL BE FAMILIAR WITH THE REQUIREMENTS OF IFC 3300 AND NFPA 241 AS ADOPTED BY THE CITY OF GEORGIA.
13. SITE PLAN REVIEW DOES NOT INCLUDE THE REVIEW OR APPROVAL OF AND TANKS.

CONCRETE SIDEWALK

NO.	REVISION REFERENCE	DATE

	
GSWCC CERT #14353	
SHEET TITLE SITE PLAN	
DRAWN BY	CHECKED BY KAK
SCALE 1" = 20'	ISSUE DATE __/__/__
PROJECT NUMBER 1260.064	
DRAWING NUMBER C-100	
SHEET 03 of 06	



Plot Scale: 1"=20', Drawing Rotation: 359.7°, Plot Style: Design.ctb, Plotted By: Olivia Guajardo on 4/30/2024, 1:19 PM

NOT ISSUED FOR CONSTRUCTION

LOCATION MAP (NOT TO SCALE)





Fit Station

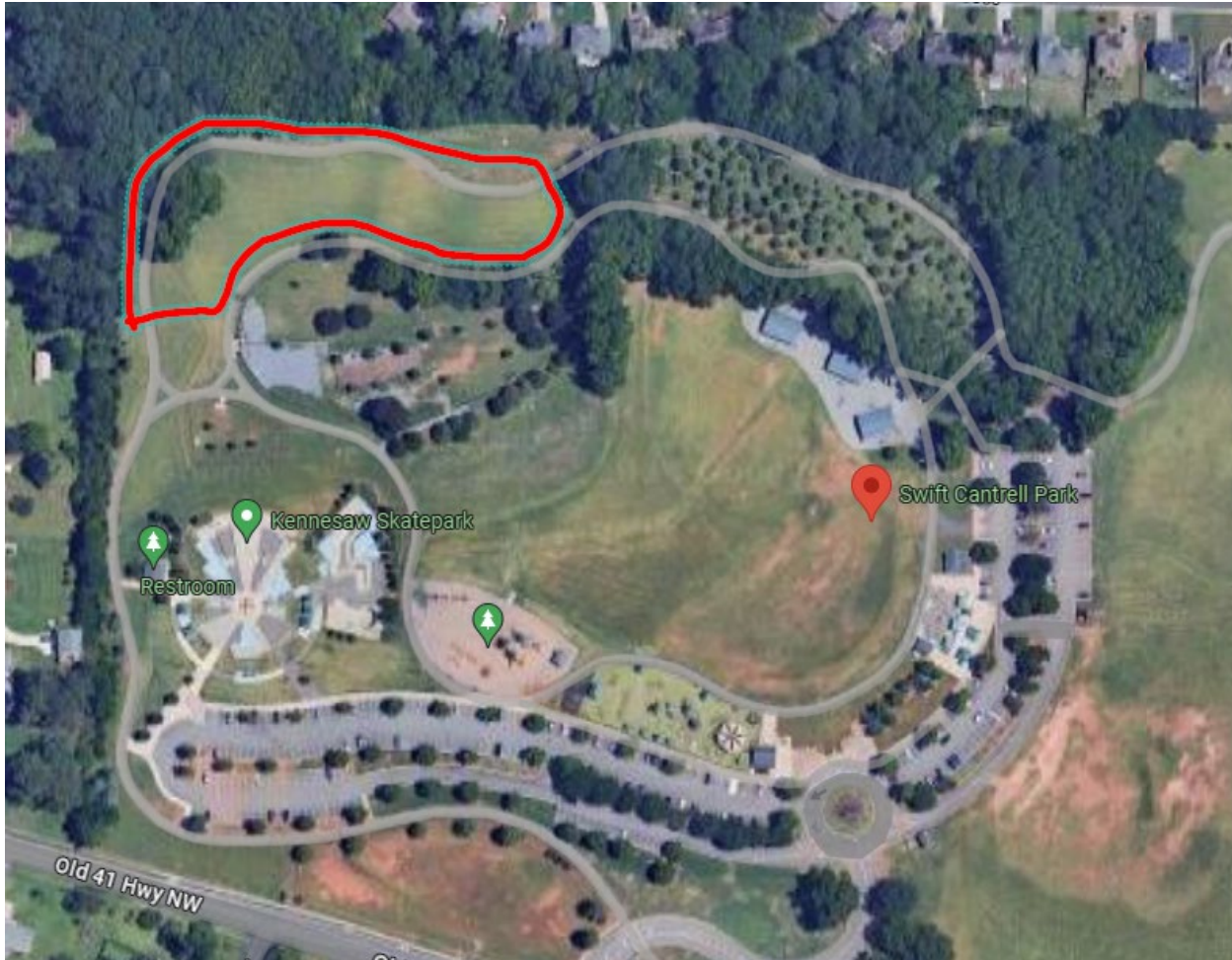
Designed to qualify as a National Demonstration Site, Fit Station aligns with recommendations for a well-rounded workout featuring opportunities for users to train Aerobic Fitness, Muscle Fitness, Core, Balance & Flexibility. Also features accessible equipment to allow users of all abilities to exercise together. Available for in-ground or surface mount installations.

SPECIFICATIONS

Model Number:	FT19001
Fall Height:	0' (0.0 m)
Use Zone:	24'-0" x 54'-0" (7.31m x 16.46m)
Age Group:	13+ Years

GameTime offers a limited lifetime warranty on uprights, hardware, and connections. Visit gametime.com/warranty for full warranty information.

Exhibit A



Fit Station

Cardio Walker



Captains Chair



Recumbent Cycle



Balance Board Station



Leg Press



Horizontal Chin Up

Chest Press (Acessible)



Lat-Pull Down (Acessible)



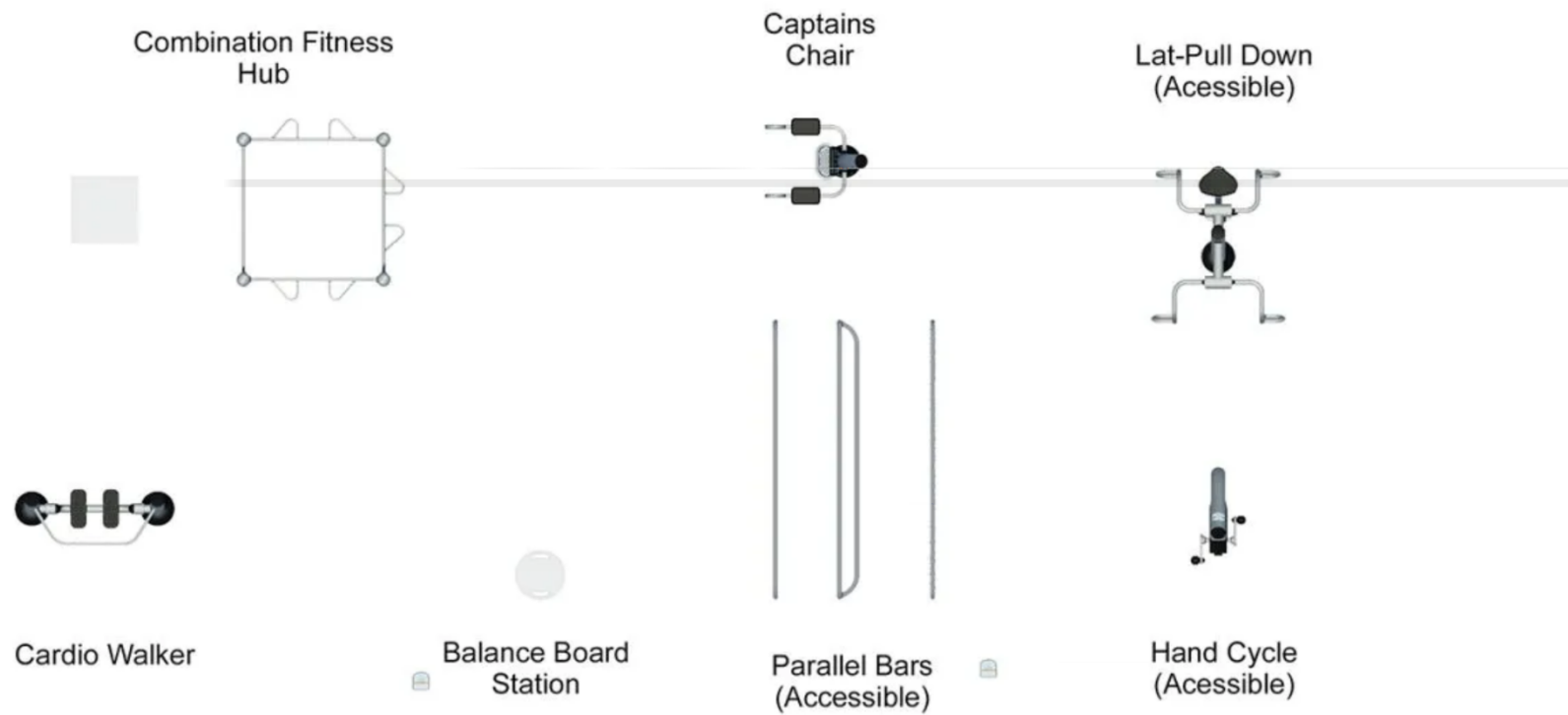
Hand Cycle (Acessible)

Bench Dip Station



Push Up Low

Fit City



Fitness Square

Balance Board
Station



Recumbent
Cycle



Leg Press



Bench Dip
Station



Lat-Pull Down
(Acessible)



Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: May 20, 2024

TITLE: **Resolution: Recreation Center Furniture**
 Consideration for approval of a Resolution to purchase furniture for the Recreation Center and to authorize the Mayor to execute the agreement with Office Images, Inc.

Summary:

Numerous tables and chairs in the Recreation Center have reached their useful life and need to be replaced. The cost to do so is \$41,362.35 and will be funded through the use of 2016 SPLOST dollars allocated for the Recreation Center. Office Images, Inc. has the qualifications and experience to deliver and install the furniture for \$41,362.35 and was procured through State of Georgia contract number 99999-001-SPD000000100-00091.

Recommendation:

The Parks and Recreation Director recommends approval.

Fiscal Impact:

2016 SPLOST - Recreation Center: 310-4228-54-1450400

Attachments:

1. RES 2024 - Rec Center Furniture
2. Exhibit A

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2024-__, 2024

**RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH
OFFICE IMAGES, INC. FOR THE REPLACEMENT OF FURNITURE AT THE
KENNESAW RECREATION CENTER**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB
COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, making sure that customers have adequate equipment to meet their needs at the Recreation Center is a top priority for the Parks and Recreation Department; and

WHEREAS, the existing tables and chairs at the Recreation Center have reached their useful life; and

WHEREAS, there are remaining funds from the 2016 Recreation Center SPLOST project; and

WHEREAS, Office Images, Inc. has the qualifications and experience to deliver and install the furniture for \$41,362.35 and was procured through State of Georgia contract number 99999-001-SPD000000100-00091.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute an agreement with Office Images, Inc. for services shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of May, 2024.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Office Images Inc.
1515 Holcomb Woods Parkway
Roswell GA 30076
United States
770-641-2640

Proposal

Date: 5/9/2024

Proposal: 11273

Propose To:

Robbie Balenger
City of Kennesaw
2529 J O Stephenson Ave
Kennesaw GA 30144
United States

Install At:

Robbie Balenger
City of Kennesaw
2753 Watts Dr
Kennesaw GA 30144
United States

External Memo: HON Lounge

#	Quantity	Product	Product Description	Sell	Extended
1	4	HCT42MX	ARRANGE CAFE HEIGHT X-BASE FOR 36IN SURFACES \$(P1) P1 Paint Opts, Designer White Texture .PK7	\$454.75	\$1,819.00
2	4	HCTSFT36	ARRANGE TABLE 36IN SOFT SQUARE TOP .N No Grommet, Grd L1 Standard Laminates, Designer White 15051, \$(L1STD) Designer White 15051 .LDW1 .DW	\$264.71	\$1,058.84
3	8	HMG5	MOTIVATE 4-LEG CAFE HT STOOL .N No Arm, Standard Nylon Glide, Onyx, Charblack .E .ON .CBK	\$283.77	\$2,270.16
4	2	HML3S	GROVE THREE SEAT LOUNGE .N Armless, Grade 2 Uph, Whisper Vinyl, Luggage, Tapered Square Leg, Silver Texture \$(2) .WP 23 .TS .PR8	\$2,159.91	\$4,319.82



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#	Quantity	Product	Product Description	Sell	Extended
5	1	HML3S	GROVE THREE SEAT LOUNGE .N Armless, Grade 2 Upholstery, Whisper Vinyl, Elephant, Tapered Square Leg, Silver Texture \$(2) .WP 38 .TS .PR8	\$2,159.91	\$2,159.91
6	2	HML3S	GROVE THREE SEAT LOUNGE .N Armless, Grade 2 Upholstery, Whisper Vinyl, Navy, Tapered Square Leg, Silver Texture \$(2) .WP 37 .TS .PR8	\$2,159.91	\$4,319.82
7	3	HML2ST	GROVE TWO SEAT W/TABLE .N Armless, Grade 2 Uph, Whisper Vinyl, Luggage, Tapered Square Leg, Silver Texture, Grd L1 \$(2) Standard Laminates, Silver Texture, Armless, No Ports .WP 23 .TS .PR8 \$(L1STD) .P .N .0	\$2,299.48	\$6,898.44



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#	Quantity	Product	Product Description	Sell	Extended
8	3	HML2ST	GROVE TWO SEAT W/TABLE .N Armless, Grade 2 Uph, Whisper Vinyl, Elephant, Tapered Square Leg, Silver Texture, Grd L1 \$(2) Standard Laminates, Silver Texture, .WP Armless, No Ports 38 .TS .PR8 \$(L1STD) .P .N .0	\$2,299.48	\$6,898.44
9	3	HML2ST	GROVE TWO SEAT W/TABLE .N Armless, Grade 2 Uph, Whisper Vinyl, Navy, Tapered Square Leg, \$(2) Silver Texture, Grd L1 Standard Laminates, Silver Texture, Armless, .WP No Ports 37 .TS .PR8 \$(L1STD) .P .N .0	\$2,299.48	\$6,898.44
10	4	HML1S	GROVE SINGLE SEAT LOUNGE .A Straight, Grade 2 Uph, Whisper Vinyl, \$(2) Luggage, Tapered Square Leg, Silver Texture .WP 23 .TS .PR8	\$1,179.87	\$4,719.48
11	1	OI INSTALL	Delivery and Installation included per state of GA 99999-001-SPD000000100-0091	\$0.00	\$0.00



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Proposal

Date: 5/9/2024

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Thank you for allowing us to transform the experience of your workspace.

Sales tax is estimated. Actual to be applied at time of invoice.

Deposit Percent:
Deposit Required:
Quote Valid: 6/8/2024

Subtotal \$41,362.35

Tax

Total \$41,362.35

Account Manager:

Date:

Customer Sign Off:

Date:



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Proposal

Date: 5/9/2024

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TERMS AND CONDITIONS OF SALE

NOTICE TO CUSTOMERS: THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. READ THIS DOCUMENT CAREFULLY. BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM SELLER, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS OF SALE.

The sole terms and conditions applicable to all sales by OfficeImagesSM ("Seller") to you ("Buyer") are contained herein. Seller's acceptance of any order placed by Buyer, regardless of how submitted, is conditional on Buyer's acceptance of these terms and conditions. Seller rejects any inconsistent, additional or different terms or conditions on Buyer's purchase order form or any other writing submitted by Buyer. Seller's terms and conditions may not be modified or amended, except with the signed and prior written consent of a corporate officer of Seller.

ACCEPTANCE: This proposal for the purchase of merchandise must be accepted and submitted by the Buyer to the Seller within thirty (30) days in order for the Seller to meet the delivery schedule established as a part of this proposal.

TAXES: Prices do not include any applicable sales, use, excise or any other tax unless otherwise noted in the proposal (the "Proposal") accompanying these Terms and Conditions of Sale ("Terms"). All applicable taxes will be added to prices at the time of invoicing and the Buyer agrees to pay same in full at that time. Buyers exempt from taxes must furnish Certificates of Exemption at time of execution of this Agreement or such taxes will be charged to Buyer at the time of invoicing and Buyer shall be responsible for the same. Notwithstanding anything contained in this Agreement to the contrary, Buyer acknowledges that applicable tax rates pertaining to the transactions contemplated herein are subject to change, and any tax figures quoted to Buyer prior to the final invoice sent by Seller are merely estimates ("Tax Estimates"). In the event the actual taxes incurred related to the transactions contemplated herein exceed the Tax Estimates, Buyer shall pay any difference to Seller within thirty (30) days of being invoiced for the same to ensure Buyer pays all relevant taxes in full. In the event the funds collected from Buyer to satisfy the Tax Estimates exceed the actual taxes incurred related to the transactions contemplated herein, Seller shall reimburse Buyer within thirty (30) days after the date on which the actual tax figures are determined.

FREIGHT: Any freight, handling, and related charges are noted in the proposal and the Buyer agrees to pay same immediately upon receipt of an invoice therefor. Buyer shall also immediately pay energy, fuel, and similar surcharges related to shipping and handling upon receipt of an invoice therefor.

DESIGN SERVICES: Initial design services and up to two revisions to address commercially reasonable (in the determination of Seller) aesthetic changes and finishing details are complimentary. In the event Seller provides subsequent design related services to Buyer, Seller shall charge Buyer at a commercially reasonable rate for such services considering the nature, type, and quantity of services provided, and Buyer agrees to pay such rates and charges immediately upon receipt of an invoice therefor, provided, however, that in no event shall such rates be less than seventy-five dollars (\$75.00) per hour of services rendered. Any applicable design charges will be added at time of invoicing and the Buyer agrees to pay same.

CANCELLATION AND CHANGES: In the event that the Proposal is accepted by Buyer; Buyer may not cancel its order hereunder without the prior written consent of Seller. Seller's confirmation of order is final and binding, and any subsequent changes requested by Buyer must be made in writing. All such requested changes are subject to Seller's and the applicable manufacturer's approval, in their sole and absolute discretion, and in no event shall Seller be obligated to grant any change requested by Buyer after Seller's confirmation of order. In the event Seller and/or the applicable manufacturer agree to grant such a request, Buyer shall be responsible for all additional charges and other costs associated with such request and associated changes, and shall pay such charges immediately upon receipt of an invoice therefor.

RETURNS: ALL RETURNS REQUIRE SELLER'S PRIOR WRITTEN AUTHORIZATION. Seller will not be required to accept any returned merchandise from Buyer, unless the manufacturer has agreed, in writing, to accept the return of the merchandise from Seller and issue a full refund. Buyer will be responsible for all restocking, reshelving, processing or other fees accruing as a result of any returns.

DELIVERY AND INSTALLATION: If delivery and/or installation is required as a part of this proposal, the following provisions shall apply:

1. **Conditions of Job Site:** The locations at which services are to be rendered (the "Job Site") shall be clean, clear and free of debris prior to installation. Buyer shall take commercially reasonable steps to ensure the Job Site is in a safe condition considering the nature of the services to be rendered at the Job Site.

2. **Job Site Services:** Electric current, heat, hoisting and/or elevator service will be furnished by Buyer without charge or expense of any kind to Seller. Buyer agrees to pay additional handling fees incurred by Seller the event the Job Site has insufficient elevator service. Adequate facilities (considering relevant industry safety and professional standards and the need to protect merchandise from damage and theft) for off-loading (trailer height dock), staging, efficient and safe moving and handling of merchandise shall also be provided by Buyer without charge to Seller.

3. **Special Packaging or Handling:** If special packaging or handling is required that is not contained in the specifications, it will be subject to extra charge to the Buyer.

4. **Delivery During Normal Business Hours:** Delivery and installation will be made during normal working hours; Monday through Friday, 8:00 a.m. to 5:00 p.m. Additional labor costs resulting from overtime work performed at the Buyer's request will be paid by the Buyer.

5. **Storage Space:** Seller will store merchandise received from manufacturers at Seller's warehouse for up to thirty (30) days (the "Storage Period") after receipt of the same, to the extent such storage is possible and commercially reasonable, at no additional charge to Buyer. After the expiration of the Storage Period, safe and adequate storage space will be provided by the Buyer at its expense for all merchandise ordered. If the space provided is inadequate and requires extra handling, sorting or storage cost, such excess cost will be reimbursed by the Buyer. If the space provided is inconveniently located or on another floor, the extra cost of transporting to and from storage will be reimbursed by the Buyer. If the merchandise must be moved due to progress of other trades or other reason, the extra cost of such moving will be reimbursed by the buyer. At the expiration of the Storage Period, If Buyer is unable to provide an adequate location to store the merchandise referenced herein, Seller will store the merchandise and charge Buyer a commercially reasonable (in Seller's discretion) storage fee considering the nature, size, and quantity of the merchandise to be stored.



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NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR MERCHANDISE THAT IS DAMAGED, LOST, OR STOLEN AFTER THE DATE ON WHICH SELLER DELIVERS THE MERCHANDISE TO BUYER TO ALLOW BUYER TO STORE THE SAME.

6. **Assembly:** Seller's ability to erect or assemble furniture knocked-down or to permanently attach, affix, or bolt in place movable furniture is subject to jurisdictional agreements and local laws, ordinances, rules, and regulations (collectively, "Applicable Regulations"). Notwithstanding anything contained in these Terms to the contrary, in no event shall Seller be obligated to provide any service or act in any manner whatsoever that contravenes Applicable Regulations. If trade regulations and/or any other Applicable Regulations enforced at the time of installation require the use of tradesmen at the site other than the Seller's own installation personnel, resulting additional costs will be paid by Buyer.

7. **Damage:** After such time as any goods are initially delivered to the Job Site, any loss or damage by weather, other trades such as painting or plastering, fire or other elements, shall be the sole responsibility of the Buyer, and the Buyer agrees to hold the Seller harmless from loss for such reasons, except to the extent such damage is caused by the sole or gross negligence of Seller.

8. **Insurance:** Public Liability, Workmen's Compensation, Property Damage, Automotive and Casualty Insurance are carried by the Seller and certificates will be delivered upon request at no expense to Seller. Fire, Tornado, Flood and other insurance at the Job Site will be provided and paid for by the Buyer in form and amounts that are commercially reasonable given the nature of the Job Site and the type, nature, and quantity of goods and/or services to be provided at the Job Site. Risk of loss for all goods ordered by Buyer shall pass to the Buyer at the time those goods first arrive at the Job Site.

WARRANTY AND DISCLAIMER: ALL MERCHANDISE PURCHASED FROM SELLER IS WARRANTED BY SELLER TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE OF DELIVERY. EXCEPT AS SET FORTH IN THE PRECEDING SENTENCE, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANDISE SOLD HEREUNDER AND EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MAKE ANY ADDITIONAL REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANDISE. SELLER EXPRESSLY LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY. THIS WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCTS AND SERVICES FROM SELLER AND NOT TO ANY SUBSEQUENT OWNER OR OTHER TRANSFEREE.

WALKTHROUGH AND CLAIMS: Seller shall be responsible for prosecuting the replacement or repair of any merchandise which suffers transportation damage, provided Buyer, through written notice, informs Seller of such damage immediately following receipt of allegedly damaged items. Within a commercially reasonable amount of time following the receipt and installation of all merchandise purchased by Buyer from Seller, Buyer and Seller will jointly conduct a thorough physical inspection of the merchandise at the installation site to determine if any merchandise is damaged or defective (the "Walkthrough"). Immediately following the Walkthrough, Buyer and Seller shall execute any documentation reasonably requested by Seller describing the existence of any damage or defect in the merchandise or certifying the non-existence thereof, including, without limitation, a 'punch list' in form typical in Seller's industry describing all changes requested by Buyer. All claims related to any allegedly defective or damaged merchandise not raised during the Walkthrough process and properly recorded via the documentation described herein will be unconditionally waived by Buyer and Seller will have no further obligations to Buyer with respect to the same. **BUYER'S EXCLUSIVE REMEDY WILL BE FOR DAMAGES, OR, AT THE ELECTION OF SELLER, THE REPAIR OR REPLACEMENT OF DEFECTIVE OR DAMAGED MERCHANDISE. BUYER AGREES THAT FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ALLEGEDLY DEFECTIVE OR DAMAGED MERCHANDISE, SELLER'S TOTAL LIABILITY (WHETHER BASED ON CONTRACT, NEGLIGENCE OR OTHERWISE) WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF SUCH GOODS. SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES.**

MANUFACTURER'S WARRANTIES: Buyer and Seller acknowledge there may be instances in which allegedly defective or damaged merchandise is covered by certain warranties offered by the manufacturer of such merchandise ("Manufacturer's Warranties"). Notwithstanding anything herein contained to the contrary, in the event a Manufacturer's Warranty, by its terms, applies to allegedly defective or damaged merchandise provided by Seller, Seller shall take commercially reasonable efforts to assist Buyer in pursuing the remedies provided in such Manufacturer's Warranty, provided, however, that in doing so Seller shall not accept any liabilities arising under such Manufacturer's Warranty as its own.

DELAYS; FORCE MAJEURE: In the event that construction delays or other causes not within Seller's control force postponement of the installation, the furnishings will be stored in accordance herewith until installation can be resumed and will be considered accepted by the Buyer for purposes of payment. All transfer and storage charges incurred shall be paid by the Buyer. Seller will not be responsible or liable for any loss or damage occurring by reason of any delay in performance or non-performance beyond Seller's reasonable control, including, but not limited to, acts of God, fire, flood, pandemic, war, government action, accident, explosion, labor trouble, inability to obtain material, labor, equipment, or transportation. If, by reason of any of the above, Seller is delayed in making any delivery hereunder, such delay will be excused, and delivery suspended during the continuance of and to the extent of such cause. Delivery will be made and taken as soon as reasonably possible after the removal or termination of such cause; provided that, if such delay exceeds six (6) months, the obligations of Seller and Buyer hereunder to make and take delivery will be terminated.

PAYMENT; TITLE: Acceptance of delivery constitutes acceptance of the merchandise as delivered. No payment shall be withheld on any invoice because of partial delivery of the entire order. Office Images' preferred method of payment is ACH or check. The Buyer agrees to pay a 3.5 % service charge when electing to pay by credit card. The Buyer agrees to pay a finance charge of 1.5 percent (1.5 %) per month at the annual percentage rate of eighteen percent (18%) on all delinquent invoices as well as expenses, attorney fees and court costs which Seller incurs by reason of Buyer's default. Further terms of payment are within the sole and absolute discretion of Seller. Buyer represents and warrants that: (i) any credit card or banking information Buyer provides to Seller is true, correct, and complete, (ii) Buyer and/or Buyer's representative is duly authorized to place and pay for the order, (iii) and Buyer shall pay all charges incurred by Buyer and/or its representatives at the prices agreed upon. Title to the subject merchandise will pass from the Seller to the Buyer when the full purchase price and all other charges payable from Buyer to Seller are paid in full.

DEPOSIT AND TERMS: Immediately upon placing an order with Seller, Buyer shall deposit a sum with Seller which is equal to fifty percent (50%) of the total purchase price of the order (the "Deposit"). The Deposit is required to place all orders. At such time as Seller confirms with Buyer that Seller has shipped the goods ordered by Buyer, Buyer shall pay to Seller an additional deposit (the "Progress Deposit") which is equal to



Office Images Inc.
1515 Holcomb Woods Parkway
Roswell GA 30076
United States
770-641-2640

Proposal

Date: 5/9/2024

Proposal: 11273

twenty-five percent (25%) of the total purchase price of the order. With respect to the Deposit and the Progress Deposit, Seller shall have no obligation to place the same in an interest-bearing account, to pay any interest to Buyer if either is returned to Buyer, and Seller shall not be required to avoid comingling the Deposit and/or Progress Deposit funds with other funds belonging to Seller. Buyer agrees to pay the balance of the order purchase price immediately on the invoice date specified in the order documents, unless otherwise agreed upon in writing by both the Seller and Buyer. Failure by Buyer to pay or deposit any amount owing under this provision shall be a Buyer default under these Terms. In the event, after the merchandise referenced herein is delivered to Buyer and the services described herein are substantially completed, there remain commercially material 'punch list' conditions to be remedied to bring the project to a finished and aesthetically complete state as described in the proposal, Buyer may withhold up to five percent (5%) of the purchase price not yet paid to Seller until such conditions are commercially reasonably remedied. All other amounts owing to Seller shall be paid in accordance with the terms of this Agreement, but in no event later than thirty (30) days after Buyer's receipt of an invoice for the same.

BREACH BY WAIVER: In the event Buyer breaches any term or condition contained herein, Seller, at its option, without prejudice to any other remedy or remedies which Seller may have against Buyer for such breach, may cancel its obligations with regards to further shipments and declare Buyer's obligations for all shipments made immediately due and payable, provided that Buyer will remain liable to Seller for all losses and damages suffered by Seller as a result of any such breach. Seller's right to require performance of Buyer's obligations hereunder will not be affected in any way by any previous waiver, forbearance or course of dealing.

DISPUTE RESOLUTION AND BINDING ARBITRATION: ALL DISPUTES REGARDING THE SUBJECT OF THIS AGREEMENT (EXCEPT AN ACTION SEEKING A TEMPORARY, PRELIMINARY, OR PERMANENT INJUNCTION) AND ATTORNEYS' FEES RELATING TO SAID ACTION SHALL BE SUBMITTED TO BINDING ARBITRATION IN A FORUM LOCATED IN OR ABOUT ATLANTA, GEORGIA, AT A LOCATION TO BE DETERMINED BY MUTUAL AGREEMENT OF THE PARTIES. IN THE EVENT THE PARTIES CANNOT AGREE ON SUCH AN ALTERNATIVE DISPUTE RESOLUTION FORUM, THEN THE SELLER SHALL SELECT THE FORUM IN OR ABOUT ATLANTA, GEORGIA FOR THE ARBITRATION. ARBITRATION SHALL BE CONDUCTED PURSUANT TO THE AMERICAN ARBITRATION ASSOCIATION'S MOST APPLICABLE ARBITRATION RULES AND MEDIATION PROCEDURES EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE NON EXCLUSIVE JURISDICTION AND VENUE OF ARBITRATION OCCURRING IN FULTON COUNTY, GEORGIA PURSUANT TO THIS AGREEMENT. THE PARTIES HERETO ALSO IRREVOCABLY WAIVE ANY OBJECTION THAT THEY MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ARBITRATION ACTION IN FULTON COUNTY, GEORGIA, INCLUDING OBJECTIONS TO THE LAYING OF VENUE AND THOSE BASED ON THE GROUNDS OF FORUM NON CONVENIENS. THE ARBITRATOR'S DECISION MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR OR COURT SHALL HAVE THE AUTHORITY IN ITS REASONABLE DISCRETION TO AWARD THE PREVAILING PARTY'S COSTS AND ATTORNEYS' FEES ACTUALLY INCURRED IN ENFORCING THIS AGREEMENT.

BINDING EFFECT; NO ASSIGNMENT: These terms and conditions will be binding on and inure to the benefit of Buyer and Seller and their respective successors and assigns. Buyer may not assign its obligations hereunder (whether by operation of law or otherwise), in whole or in part, without the prior written consent of Seller in each instance.

GOVERNING LAW: These terms and conditions will be governed by and construed in accordance with the laws of the State of Georgia.

[Signature Page Follows]



Office Images Inc.
1515 Holcomb Woods Parkway
Roswell GA 30076
United States
770-641-2640

Proposal

Date: 5/9/2024

Proposal: 11273

[Signature Page to Terms and Conditions of Sale]

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date set forth below.

BUYER:

Entity Name: _____

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Office Images, Inc.

By: _____

Name: _____

Title: _____

Date: _____



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: May 20, 2024
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: May 20, 2024

TITLE: Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None