

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Antonio Jones

Anthony Gutierrez-Leon

City Council**Meeting Agenda**

June 1, 2026 6:30 PM

Council Chambers

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

Livestream: www.kennesaw-ga.gov/publicmeetings/

1. Invocation**2. Pledge of Allegiance****3. Call to Order****4. Announcements****5. Presentations****6. Public Comment**

This section is for comment on any item on the agenda.

7. Old Business**8. New Business****A. Appeal Hearing: Occupational Tax Certificate for El Ranchito Grocery Store.**

This appeal hearing is scheduled for the June 1, 2026, City Council regular meeting.

9. Committee and Board Reports**10. Public Hearing(s)****A. 2027 Comprehensive Plan Update**

Public Hearing for Inspire Placemaking Collective, Inc. to provide an update on the ongoing Comprehensive Plan updates.

11. Consent Agenda**A. Cemetery Deed: Section III, 10 A and 10 B**

Authorization for the Mayor to sign a deed for cemetery lots purchased by Dan and Donna Newman in the Kennesaw City Cemetery.

B. Minutes: May 11, 2026 Work Session

Approval of the May 11, 2026, City Council work session minutes.

C. Minutes: May 18, 2026 Regular Meeting

Approval of the May 18, 2026, City Council regular meeting minutes.

D. Minutes: May 18, 2026 Executive Session

Approval of the May 18, 2026, City Council executive session minutes.

E. Funding for 2027 Comprehensive Plan

Request for approval of budget amendment to fund the 2027 Comprehensive Plan.

F. Resolution: 2028 SPLOST Intergovernmental Agreement

Consideration for approval of a Resolution authorizing the 2028 SPLOST Intergovernmental Agreement (IGA) between Cobb County and the City of Kennesaw.

G. Resolution: Public Safety Facility Interview Room Equipment

Consideration for approval of a Resolution authorizing the purchase of interview equipment from Motorola Solutions for the public safety facility.

H. Resolution: Stormwater Repair at St. Charles Lane

Consideration for approval of a Resolution accepting the proposal from Chatfield Contracting, Inc. for stormwater repairs at St. Charles Lane.

I. Surplus: Zero Turn Mower

Approval to surplus Exmark Lazer zero turn mower on GovDeals.

J. Final Plat Application: 3057 N. Main Street

Consideration for approval of the final plat application submitted by Shannon Johnson on behalf of Crawford Creek Development, LLC for 3057 N. Main Street (Parcel #20012702300); this plat subdivides the existing 5.98 +/- acres for the development of a townhome subdivision known as The Townes at Cantrell. Case #FP2026-01

K. Final Plat Application: 1651 McCollum Pkwy

Consideration for approval of the final plat application submitted by Steven Batchelder on behalf of Piedmont Residential for 1651 McCollum Pkwy (Parcel #20009900010); this plat subdivides the existing 5.13 +/- acres for the development of a townhome subdivision known as Ross Pointe. Case #FP2026-02

12. General and Administrative

A. Alcohol License: 1885 Grill Kennesaw

Consideration for approval of a Wine Package Sales for Off Premises Consumption license for 1887 Grill LLC D/B/A 1885 Grill Kennesaw located at 2840 S Main St Kennesaw, GA 30144. Applicant: Michael Schroeder or designee

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment

This section is for general comment.

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: Lea Alvarez, City Clerk

DATE: June 1, 2026

TITLE: **Appeal Hearing: Occupational Tax Certificate for El Ranchito Grocery Store.**
This appeal hearing is scheduled for the June 1, 2026, City Council regular meeting.

Summary:

On April 29, 2026, the Business License Division for the City of Kennesaw denied the application for renewal of an Occupational Tax Certificate ("OTC") for El Ranchito Grocery Store located at 3600 Cherokee Street, Suite 118, Kennesaw, GA 30144 per Kennesaw Code of Ordinances Section 22-29. On March 17, 2026, El Ranchito Grocery Store was the subject of an investigation by the Marietta Cobb Smyrna Organized Crime Unit ("MCS"). A search warrant was executed by the MCS at that location. During the search, multiple bags used for packaging, scales, and narcotics were seized. One of the owners of the store, Elia Cruz a/k/a Elia Palacios, was taken into custody and criminally charged with possession with intent to distribute. Section 22-29 states, in part, that, "The supervisor of the business license office shall be authorized to deny, suspend, or revoke an occupation tax certificate in the event of any one or more of the following:... (2) An applicant has knowingly allowed possession, use, or sale of controlled substances on the premises..." As a result of the violation, the application for renewal of the OTC was denied. In accordance with Section 22-21(d), an owner of El Ranchito Grocery Store submitted an appeal letter to appear before the Mayor and City Council dated April 29, 2026. The appeal hearing is scheduled for the June 1, 2026, City Council regular meeting.

Recommendation:

Fiscal Impact:

Attachments:

1. 01 - 2026-04-29 Business License Renewal Denial - El Ranchito
2. 01 -2026-04-29 Acknowledgment of Receipt - El Ranchito
3. 02 - 2026-04-29 Letter of Appeal - El Ranchito_Redacted

4. 03 - 2026-05-18 El Ranchito Notification Documents
5. 04 - 2026-05-18 Acknowledgement of Receipt - Eduardo Garcia - Signed
6. 04 - 2026-05-18 Acknowledgement of Receipt - Elia Palacios - Signed
7. 04 - 2026-05-18 Subpoena - Eduardo Garcia - Signed
8. 04 - 2026-05-18 Subpoena - Elia Palacios - Signed

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

April 29, 2026

Mr. Eduardo Garcia a/k/a Eduardo Garcia-Juares

Ms. Elia Cruz a/k/a Elia Palacios

d/b/a El Ranchito Grocery Store

3600 Cherokee Street, Suite 118

Kennesaw, GA 30144

RE: Application for Renewal of Occupation Tax Certificate
 El Ranchito Grocery Store
 Occupation Tax Certificate No. 23624

Dear Owners of El Ranchito Grocery Store:

The application for renewal of the above-referenced Kennesaw Occupation Tax Certificate (OTC) Application submitted for El Ranchito Grocery Store has been denied per Section 22-29 of the Kennesaw Code of Ordinances. A copy of that ordinance section is enclosed herewith.

On March 17, 2026, El Ranchito Grocery Store, located at 3600 Cherokee Street, Suite 118, Kennesaw, Georgia, 30144, was the subject of an investigation by the Marietta Cobb Smyrna Organized Crime Unit ("MCS"). A search warrant was executed by the MCS at that location. During the search, multiple bags used for packaging, scales, and narcotics were seized. One of the owners of the store, Elia Cruz a/k/a Elia Palacios was taken into custody and criminally charged with possession with intent to distribute.

The Kennesaw Code of Ordinances, Section 22-29 states in part,

"...(b) The supervisor of the business license office shall be authorized to deny, suspend or revoke an occupation tax certificate in the event of any one or more of the following:...

- (2) An applicant has knowingly allowed possession, use, or sale of controlled substances on the premises and/or knowingly allowed possession, use or sale of controlled substances to a minor on the

City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw, Georgia 30144



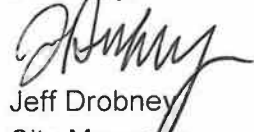
premises;..”

As a result of this violation, the Business License Manager and the City Manager for the City of Kennesaw have decided to deny the application for renewal of the Occupational Tax Certificate (Business License) for El Ranchito Grocery Store.

As of receipt of this letter, you do not have an Occupational Tax Certificate with the City of Kennesaw and therefore are no longer allowed to do business within the city limits. You must close your business immediately, no longer being open to the public.

Pursuant to Kennesaw Code of Ordinances Section 22-21, you may appeal this decision to the City of Kennesaw by written appeal within (15) fifteen days of the date of your receipt of this letter. The appeal must include the name of the business owner, name of the business, address of the business, email address of the owner, daytime phone number of the owner, and reason for appeal. This appeal must be turned into the Business License Office at 3080 Moon Station Road, Kennesaw, Georgia. If you choose to appeal this decision, our office will contact you in person and via U.S. Mail with a notice to appear before the City Council. If an appeal is submitted, you may continue to operate your business until there is a formal decision made by Mayor and Council concerning the status of your Occupational Tax Certificate.

Sincerely,



Jeff Drobney
City Manager
City of Kennesaw

cc: Sam Hensley, Jr. Esq
Jennifer Gordy
Meredith Staton
Kayla Willis

Sec. 22-29. Revocation and appeal.

(a) The supervisor of the business license office shall be authorized to suspend or revoke a business registration certificate in accordance with the procedures set forth below. In the event the supervisor of the business license office seeks to suspend or revoke an occupation tax certificate, the supervisor of the business license office shall give written notification to the applicant of such action and such notice shall contain a specification of the violation or violations and shall be served upon the licensee at least five days prior to the hearing. The applicant shall be given written notice of the time and place of the hearing.

(b) The supervisor of the business license office shall be authorized to deny, suspend or revoke an occupation tax certificate in the event of any one or more of the following:

(1) An applicant gave false or misleading information in the original or renewal application process;

(2) An applicant has knowingly allowed possession, use, or sale of controlled substances on the premises and/or knowingly allowed possession, use or sale of controlled substances to a minor on the premises;

(3) An applicant has knowingly allowed the violation of an ordinance of the city or a violation of any criminal law of the State of Georgia (a misdemeanor or a felony) to occur on the premises; and that such violation is materially related to the operation of said business;

(4) An applicant (or licensee) has been convicted of any drug related, alcohol-related or sex-related crime by the State of Georgia or the city regarding an offense which was committed on the premises or which would otherwise violate the provisions of this chapter;

(5) An applicant fails to pay any fee, occupation tax, fine or other amount of money due to the city under this chapter or any other taxing ordinance of the city;

(6) An applicant or the owner alters or allows to be altered, the business license occupation tax certificate (license document) or the applicant or the owner changes the information, defaces, destroys, misuses, abuses, or improperly alters or misrepresents the business license or occupation tax certificate; and

(7) An applicant has knowingly allowed the violation of any provision of O.C.G.A. § 16-12-171, as amended.

(c) The city manager shall approve any proposed action prior to proceeding toward any suspension or revocation of any occupation tax certificate and/or business license.

(d) In the event the supervisor of the business license office shall suspend or revoke any occupation tax certificate hereunder, the suspension or revocation shall be for a period of not less than one day nor more than 365 days, within the discretion of the supervisor of the business license office. Any suspension or revocation shall be sent by the city by certified mail, return receipt requested. For the first offense, the suspension shall be for a period of one to 90 days; second offense, suspension for one to 180 days and third offense, suspension for one to 365 days. Provided, however, that the applicant shall be authorized to continue its business operations until that date of the hearing scheduled in accordance with section 22-21(d). No applicant may apply for an occupation tax certificate during any period of suspension or revocation. In any hearing conducted, the supervisor of the business license office shall consider, among other things, the severity of the allegations, the evidence submitted and the testimony presented, in making any decision on suspension or revocation and the duration of either.

(Ord. No 2019-09, § 5, 10-21-19)

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

ACKNOWLEDGMENT OF RECEIPT

This is to acknowledge receipt of the hand-delivered letter from the City of Kennesaw by the Kennesaw Police Department regarding the decision to deny renewal of El Ranchito Grocery Store's Occupational Tax Certification also known as a Business License.

Signature of Recipient

Date of Receipt

Printed Name of Recipient

Mr. Eduardo Garcia a/k/a Eduardo Garcia-Juares
Ms. Elia Cruz a/k/a Elia Palacios
d/b/a El Ranchito Grocery Store
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144

Appeal of Business License Denial – El Ranchito Grocery Store

To Whom It May Concern,

I am writing to formally appeal the decision to deny the renewal of the Occupational Tax Certificate for El Ranchito Grocery Store.

Business Name: El Ranchito Grocery Store

Address: 3600 Cherokee St, Suite 118, Kennesaw, GA 30144

Email:

Phone:

The reason for this appeal is that the violation referenced in the notice appears to be based on incorrect information. Specifically, Elia Palacios is not the owner of El Ranchito Grocery Store and is not listed on the business license. She is only an employee of the business.

We respectfully request that this information be reviewed and corrected, as it directly impacts the validity of the decision to deny the license renewal. We are committed to complying with all city regulations and would appreciate the opportunity to resolve this matter promptly.

Thank you for your time and consideration. Please let us know if any additional documentation or clarification is needed.

Sincerely,
Eduardo Juarez Garcia
El Ranchito Grocery Store

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

ACKNOWLEDGMENT OF RECEIPT

This is to acknowledge that the Business License Office is in receipt of the appeal letter regarding El Ranchito Grocery Store's business license renewal denial.

A handwritten signature in blue ink, appearing to read "Kayla Wills", written over a horizontal line.

Signature of Business License Manager

A handwritten date "04/29/2020" in blue ink, written over a horizontal line.

Date of Receipt

A handwritten name "Kayla Wills" in blue ink, written over a horizontal line.

Printed Name of Business License Manager

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

May 18, 2026

Mr. Eduardo Garcia a/k/a Eduardo Garcia-Juares

Ms. Elia Cruz a/k/a Elia Palacios

El Ranchito Grocery Store

3600 Cherokee Street, Suite 118

Kennesaw, GA 30144

RE: Occupation Tax Certificate Denial Appeal Hearing
Occupation Tax Certificate No. 23624

Dear Mr. Garcia and Ms. Cruz:

On April 29, 2026, the City of Kennesaw Business License Division denied the renewal application for the above-referenced Occupation Tax Certificate (OTC) submitted for El Ranchito Grocery Store located at 3600 Cherokee Street, Suite 118, Kennesaw, GA 30144 in accordance with Section 22-29 of the Kennesaw Code of Ordinances.

In accordance with Section 22-21(d) of the Kennesaw Code of Ordinances, you have a right to appeal this decision to the Mayor and City Council. You exercised that right by submitting a written letter and filing with the City Clerk a notice of appeal for scheduling on the City Council agenda on April 29, 2026.

Pursuant to Section 22-21(d) of the Kennesaw Code of Ordinances, you are hereby notified of an appeal hearing before the Mayor and City Council on **Monday, June 1, 2026, at 6:30 PM** to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144.

The City Council may reverse or affirm, wholly or partly, or may modify the opinion, requirement, decision, or determination appealed from, and to that end shall have all the powers of the Business License Manager.

You have the right to present evidence and testimony from yourself and/or other witnesses at this appeal hearing. You also have the right to be represented by counsel at this appeal hearing. Free, qualified and impartial language interpreter services will be provided during the hearing.



The Kennesaw Code of Ordinances is available for your review on our website at www.kennesaw-ga.gov.

Respectfully submitted,



Lea Alvarez
City Clerk

Cc: Finance Director
City Attorney
Business License Manager
City Manager

MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**COUNCIL**

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

CHARGES AND SPECIFICATIONS

AN APPEAL HEARING WILL OCCUR BEFORE THE MAYOR AND CITY COUNCIL ON MONDAY, JUNE 1, 2026, AT 6:30 PM RELATIVE TO EL RANCHITO GROCERY STORE AND LICENSEES EDUARDO GARCIA A/K/A EDUARDO GARCIA-JUARES AND ELIA CRUZ A/K/A ELIA PALACIOS LOCATED AT 3600 CHEROKEE STREET, SUITE 118, KENNESAW, GEORGIA 30144.

Pursuant to the City of Kennesaw Ordinances Section 22-21 (d) a formal appeal hearing will be held by the Kennesaw City Council to determine action regarding the Occupational Tax Certificate for El Ranchito Grocery Store.

The alleged circumstances necessitating the hearing are as follows:

1. On March 17, 2026, El Ranchito Grocery Store, located at 3600 Cherokee Street, Suite 118, Kennesaw, Georgia, 30144, was the subject of an investigation by the Marietta Cobb Smyrna Organized Crime Unit ("MCS"). A search warrant was executed by the MCS at that location. During the search, multiple bags used for packaging, scales, and narcotics were seized. One of the owners of the store, Elia Cruz a/k/a Elia Palacios was taken into custody and criminally charged with possession with intent to distribute.
2. The Kennesaw Code of Ordinances Section 22-29 states, in part, that, "The supervisor of the business license office shall be authorized to deny, suspend or revoke an occupation tax certificate in the event of any one or more of the following:...(2) An applicant has knowingly allowed possession, use, or sale of controlled substances on the premises...."
3. The witnesses that may be called at said hearing are the following: Owners, Eduardo Garcia a/k/a Eduardo Garcia-Juarez and Elia Cruz a/k/a Elia Palacios; a representative from the Kennesaw Police Department; and Business License Manager, Kayla Willis.
4. Documentary or physical evidence that may be tendered at said hearing are as follows: Certified copies of the Notice of Denial letter from the Kennesaw Business License Division dated April 29, 2026; Certified copies of the Appeal Letter from Eduardo Garcia a/k/a Eduardo Garcia-



Juares dated April 29, 2026; Certified copies of the incident report regarding the arrest of Elia Cruz a/k/a Elia Palacios on March 17, 2026; Certified copies of relevant city ordinances; Certified copies of the notice letter; Certified copies of the signed receipt of the notice letter; Certified copies of the signed subpoena; and certified copies of these charges and specifications.



MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

SUBPOENA

City of Kennesaw

Date: May 18, 2026

Vs.

El Ranchito Grocery Store

State of Georgia, Cobb County
City of Kennesaw

TO: Eduardo Garcia a/k/a Eduardo Garcia-Juares
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144

YOU ARE HEREBY COMMANDED

To appear as a witness in the above-named case on the **1st day of June 2026 at 6:30 PM** in an appeal hearing before the Mayor and City Council of the City of Kennesaw to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144 at the time aforesaid.

Lea Alvarez, City Clerk

Signature acknowledges service of this summons and receipt of copy of same.

MAYOR

Derek Easterling

City Manager

Jeff Drobney, IMCA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

This is to acknowledge receipt of a hand-delivered letter from the City of Kennesaw regarding an Appeal Hearing scheduled for Monday, June 1, 2026, at 6:30 PM before the Mayor and City Council

X _____

Date: _____

Eduardo Garcia a/k/a Eduardo Garcia-Juares
El Ranchito Grocery Store
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144



MAYOR

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

SUBPOENA

City of Kennesaw

Date: May 18, 2026

Vs.

El Ranchito Grocery Store

State of Georgia, Cobb County
City of Kennesaw

TO: Elia Cruz a/k/a Elia Palacios
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144

YOU ARE HEREBY COMMANDED

To appear as a witness in the above-named case on the **1st day of June 2026 at 6:30 PM** in an appeal hearing before the Mayor and City Council of the City of Kennesaw to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144 at the time aforesaid.

Lea Alvarez, City Clerk

Signature acknowledges service of this summons and receipt of copy of same.



MAYOR

Derek Easterling

City Manager

Jeff Drobney, IMCA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

This is to acknowledge receipt of a hand-delivered letter from the City of Kennesaw regarding an Appeal Hearing scheduled for Monday, June 1, 2026, at 6:30 PM before the Mayor and City Council

X _____

Date: _____

Elia Cruz a/k/a Elia Palacios
El Ranchito Grocery Store
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144

MAYOR
Derek Easterling

City Manager
Jeff Drobney, IMCA-CM

City Clerk
Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones
Madelyn Orochena
Tracey Viars
Jonathon Bothers
Anthony Gutierrez-Leon

This is to acknowledge receipt of a hand-delivered letter from the City of Kennesaw regarding an Appeal Hearing scheduled for Monday, June 1, 2026, at 6:30 PM before the Mayor and City Council

x Eduardo Garcia

Date: _____

Eduardo Garcia a/k/a Eduardo Garcia-Juares
El Ranchito Grocery Store
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144



MAYOR

Derek Easterling

City Manager

Jeff Drobney, IMCA-CM

City Clerk

Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

This is to acknowledge receipt of a hand-delivered letter from the City of Kennesaw regarding an Appeal Hearing scheduled for Monday, June 1, 2026, at 6:30 PM before the Mayor and City Council

x Elia Palacios

Date: _____

Elia Cruz a/k/a Elia Palacios
El Ranchito Grocery Store
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144



MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC



COUNCIL

Mayor Pro Tem Antonio Jones

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Anthony Gutierrez-Leon

SUBPOENA

City of Kennesaw

Date: May 18, 2026

Vs.

El Ranchito Grocery Store

State of Georgia, Cobb County
City of Kennesaw

TO: Eduardo Garcia a/k/a Eduardo Garcia-Juares
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144

YOU ARE HEREBY COMMANDED

To appear as a witness in the above-named case on the **1st day of June 2026 at 6:30 PM** in an appeal hearing before the Mayor and City Council of the City of Kennesaw to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144 at the time aforesaid.



Lea Alvarez, City Clerk



Signature acknowledges service of this summons and receipt of copy of same.

City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw, Georgia 30144



MAYOR
Derek Easterling

City Manager
Jeff Drobney, ICMA-CM

City Clerk
Lea Alvarez, CMC



COUNCIL
Mayor Pro Tem Antonio Jones
Madelyn Orochena
Tracey Viars
Jonathon Bothers
Anthony Gutierrez-Leon

SUBPOENA

City of Kennesaw

Date: May 18, 2026

Vs.

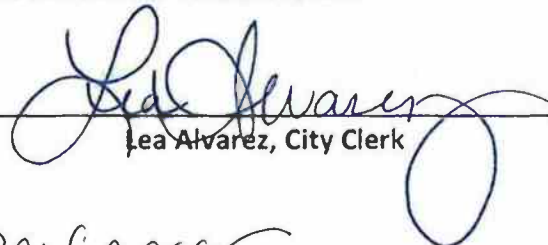
El Ranchito Grocery Store

State of Georgia, Cobb County
City of Kennesaw

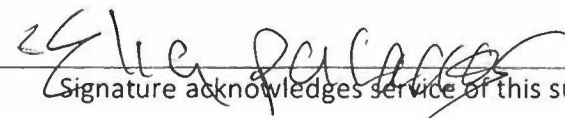
TO: Elia Cruz a/k/a Elia Palacios
3600 Cherokee Street, Suite 118
Kennesaw, GA 30144

YOU ARE HEREBY COMMANDED

To appear as a witness in the above-named case on the **1st day of June 2026 at 6:30 PM** in an appeal hearing before the Mayor and City Council of the City of Kennesaw to be held in the Council Chambers of the Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144 at the time aforesaid.



Lea Alvarez, City Clerk



Signature acknowledges service of this summons and receipt of copy of same.

City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw, Georgia 30144





Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: June 1, 2026

TITLE: **2027 Comprehensive Plan Update**
Public Hearing for Inspire Placemaking Collective, Inc. to provide an update on the ongoing Comprehensive Plan updates.

Summary:

The purpose of this hearing is to brief the community on the process to be used to develop the plan, opportunities for public participation in development of the plan, and to obtain input on the proposed planning process as required by the State of Georgia Minimum Planning Standards and Procedures for Local Comprehensive Planning and the Department of Community Affairs.

Recommendation:

Fiscal Impact:

Attachments:

1. 2027 Comprehensive Plan Update_First Public Hearing Presentation



Regular Session | First Public Hearing | 2026

MEET THE TEAM

Chanelle Campbell

Director of Planning & Zoning

Paul Sprague

GIS Manager

Ricky Stewart

Director of Public Works

Luke Howe

Director of Economic Development

Becca Graham

Director of Communication & Engagement

Anna Trapp

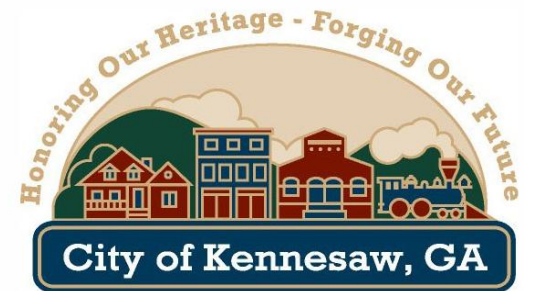
Assistant to the City Manager

Priscilla Coley

Assistant Zoning Administrator/City Planner

Rebecca Goldstein

Community Development Administrative
Assistant



MEET THE TEAM



Elena Oertel, AICP
Project Manager



Sarah Sinatra Gould, AICP CZO
Principal in Charge



Erik Bredfeldt, PhD, AICP
Atlanta Office Lead



Alex Kozela
Public Engagement
Coordinator



Lainie Jones
Senior Graphic
Designer



**Izzy Norman,
AICP Candidate**
Planner



**Jess Hays,
AICP Candidate**
GIS Lead



**Jeremy Griffith,
AICP**
Planner



69

Comprehensive
Plans

72

Unified
Development
Ordinances

55

Redevelopment
Projects

09

Development
Review Projects

**Partnering with local governments to
create great places, safe streets, and
thriving communities**

AGENDA



- **PROJECT OVERVIEW**
 - WHAT IS A COMP PLAN?
 - TIMELINE
 - DATA & ANALYSIS
 - TOOLS & ACTIVITIES
 - TEAM RESPONSIBILITIES & STAKEHOLDERS
- **COMMUNITY FEEDBACK**
- **NEXT STEPS**
- **QUESTIONS & DISCUSSION**

PROJECT OVERVIEW



WHAT IS A COMPREHENSIVE PLAN?

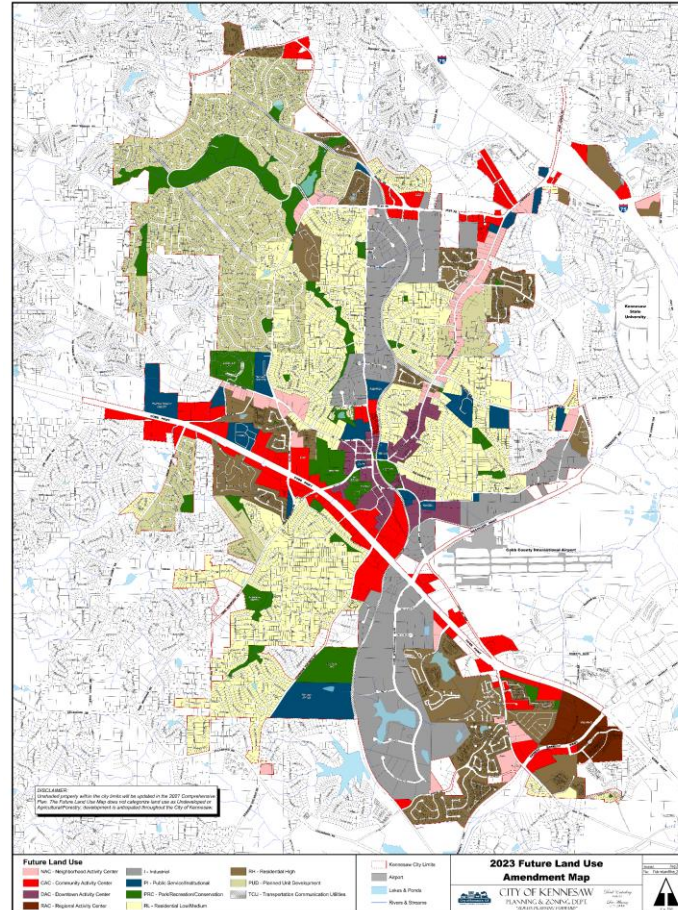
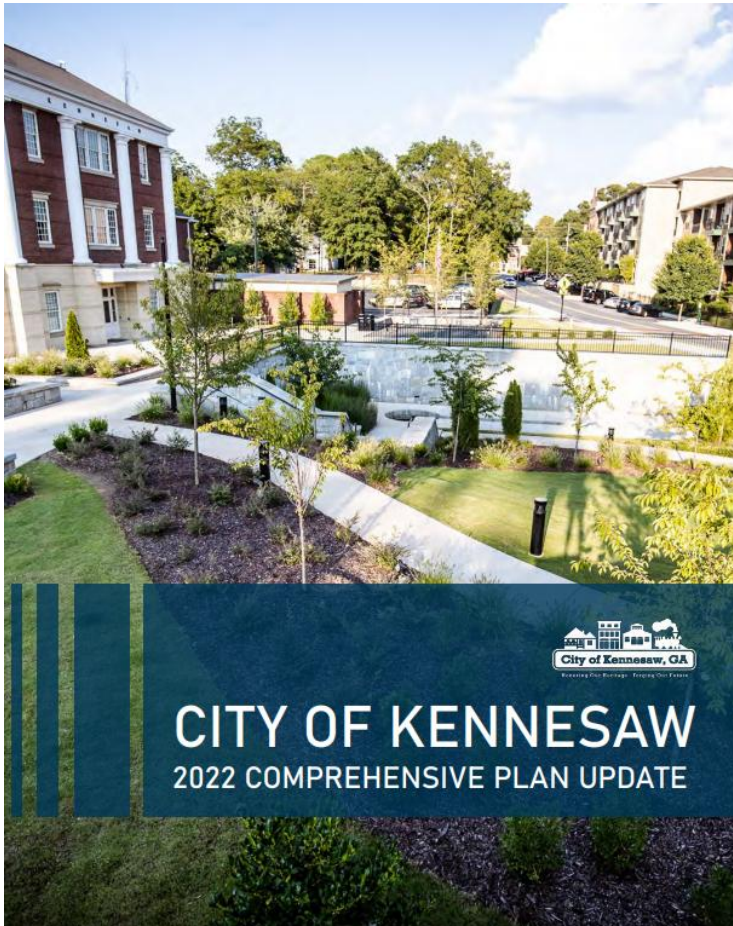
- Lays out the **community's future vision** for Kennesaw
- Identifies goals for where and how the City should **grow and develop**
- Outlines areas to be **preserved and protected**
- Identifies steps that the City should take to **implement** the vision, both in the short term and long term
- Helps to prioritize and coordinate local **decision making**
- Provides **guidance** to landowners and developers

WHY IS AN UPDATE REQUIRED?

- The **Georgia Planning Act of 1989** requires each local government to update its comprehensive plan every five years to maintain eligibility for state loans, grants, and permits.
- Comprehensive Planning is required to remain a **Qualified Local Government, which allows access to grants and funding** like Community Development Block Grants (CDBG), water and sewer loans from the Georgia Environmental Finance Authority (GEFA), economic development funding from the OneGeorgia Authority, and others.
- The City of Kennesaw's 2026 Comprehensive Plan Update **must be completed by June 30, 2027.**

PREVIOUS EFFORTS

- Build on 2022 Plan Update
- Statutory compliance
- Community Roadmap for the future
- Implementable work program



- ✓ **Community Goals, Needs, and Opportunities**
- ✓ **Community Work Program**
- ✓ **Economic Development**
- ✓ **Land Use**
- ✓ **Housing**
- ✓ **Transportation**
- ✓ **Infrastructure & Capital Improvements**
- ✓ **Broadband**



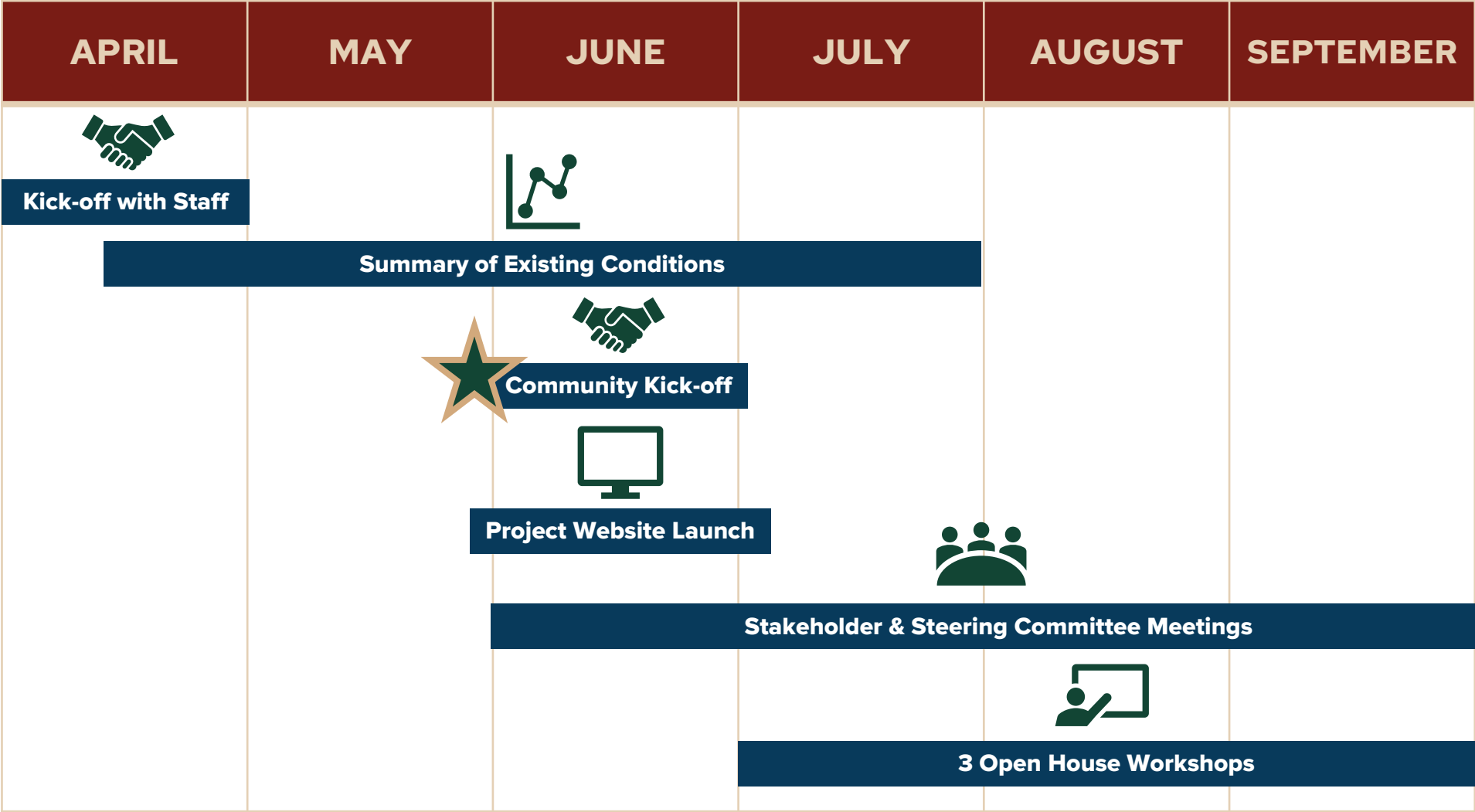
PROJECT TIMELINE

- 1

Project Kick-Off
- 2

Summary of Existing Conditions
- 3

Public Engagement & Stakeholder/ Steering Committee Outreach



PROJECT TIMELINE

4 Draft Comprehensive Planning Document

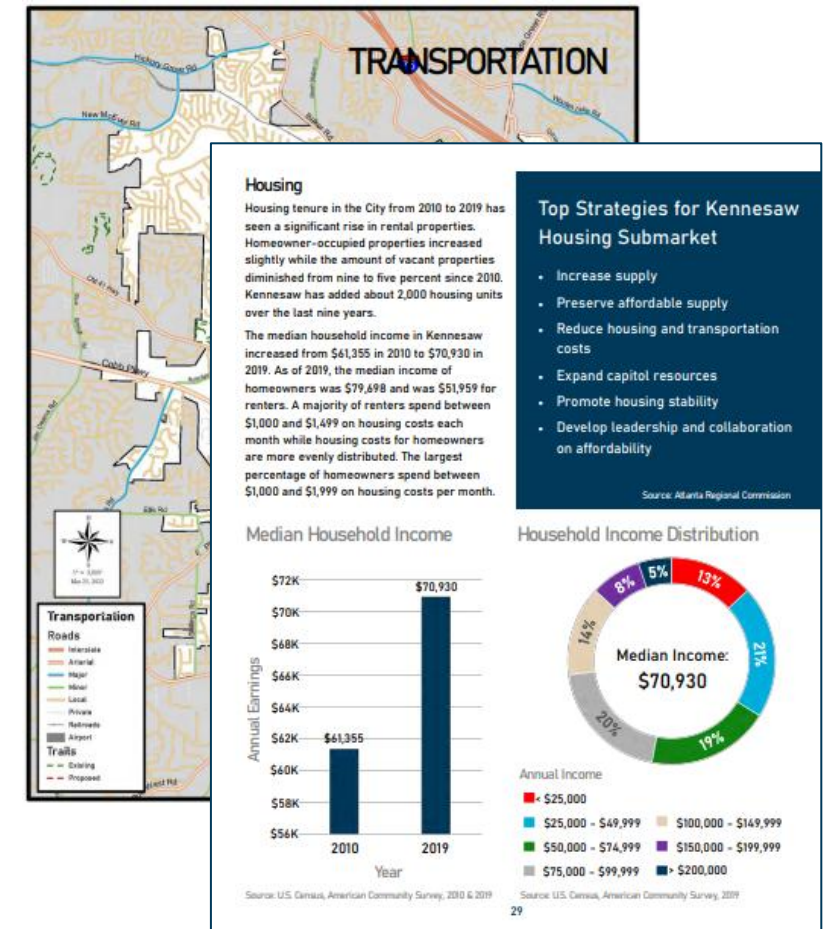
5 Transmittal & Adoption - Comprehensive Plan Update Due to Georgia Department of Community Affairs by **June 30, 2027**.

OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH
Stakeholder & Steering Committee Meetings					
					
Draft Comprehensive Planning Document					
					
Feedback on Draft					
					
	State Review and Final Revisions				
					
					Adoption Hearing

IN PROGRESS

Data Collection & Assessment of Existing Conditions

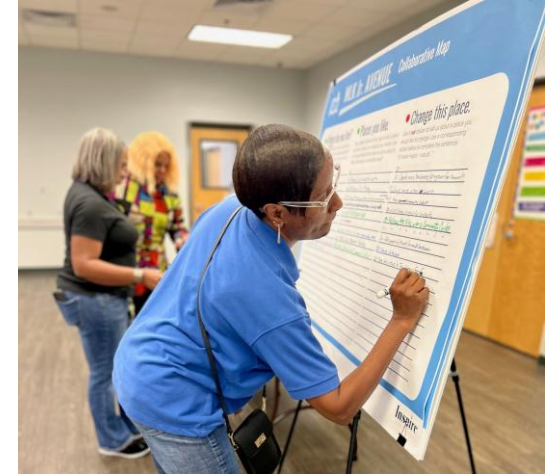
- Existing plan review (LCIs, Economic Development, Transportation, Comprehensive Plans, etc.)
- Major projects (planned & under construction)
- Demographic characteristics and socio-economic conditions
- Transportation facilities
- Environmentally sensitive areas
- Historic and cultural resources
- Market conditions
- Parks and open space
- Existing land use patterns and zoning designations



APPROACH

Community Engagement and Outreach

- Ensure broad public participation
- Outline roles and responsibilities
- Feedback on what information will be gathered
- Feedback on how information will be gathered
- Feedback on engagement activities



IN PROGRESS

Roles and Responsibilities

- **Inspire Placemaking:**

- Prepare materials for and facilitate **Steering Committee Meetings** and **Public Meetings**;
- Prepare materials for **Direct Outreach** (emails, social media posts, flyers, press releases);
- Monitor and update **Website**

- **City Staff:**

- Manage membership lists and send notices for **Steering Committee Meetings** and **Direct Outreach**;
- Coordinate event details and publicity for **Public Meetings**;
- Review content and publicize **Website**

IN PROGRESS

Roles and Responsibilities

- **City Council:**

- Promote and encourage **Community Participation**;
- Follow progress of **the Comprehensive Plan Update**;
- Share and publicize **Direct Outreach, Public Meetings** and **Website**;
- Serve as a **Sounding Board** for staff and consultants

IN PROGRESS

Key Steering Committee Members

- Smith Gilbert Garden Education and Exhibit Manager – *Vanita Keswani*
- Kennesaw Downtown & Main Street Manager – *Miranda Taylor*
- Cobb County Intergovernmental Coordinator – *Donald Wells, Intergovernmental Coordinator*
- Cobb County Department of Transportation Representative – *Laura Beall, Transportation Planning Division Manager*
- Cobb County School System Representatives – *James Wilson, Planning/Construction/SPLOST*
- Kennesaw State University Representative – *Nic Capomacchia, Associate VP, Real Estate Planning, Design and Construction*
- Kennesaw Business Association Representative – *Mike Everhart*
- Historic Preservation Commission – *Commissioner Thomas Neaves*
- Residential Representative – *Mary Whitlock*
- Developer Representative – *Chris Olson, JW Collection*
- Town Center CID Representative – *Alisha Smith, Director of Projects and Planning*
- Business Representative – *Allison Giddens, Win-Tech, Inc*
- Civic Representative – *Rev. Alex Stroud, Kennesaw Church*
- ARC Representative – *Jillian Porter-Willis, AICP*

IN PROGRESS

Key Stakeholder Members

- Mayor and Council
- Property Owners
- HOAs
- Businesses
- KSU
- Developers
- Cobb Chamber
- Religious Groups
- City Board Members
- Residents

COMMUNITY FEEDBACK



ACTIVITIES AND TOOLS

- **Website** with information, documents, schedule, upcoming events, survey, and activities.
- **Social Media Posts** about the Plan and events
- **Stakeholder & Steering Committee** meetings to guide the team's progress
- **In-Person Workshops** to explain purpose and need of Plan and gain insight into community needs



EXAMPLE FROM COLLEGE PARK

MEETINGS



1 - Kick-Off Meeting



Bi-Weekly - Staff Progress Meetings



4 - Steering Committee & Stakeholder Meetings



3 - Open House Workshops



2 - Public Hearings



1 - Adoption Hearing

COMMUNITY FEEDBACK

Engagement Exercises

Dot exercises. Place a dot to share what matters most for the community's future.

Investment survey. Distribute tokens between topic areas to prioritize the City's time and funding among important issues.

Photo & Video Spotlight. Celebrate the people shaping the community today and tomorrow.

SWOT Analysis. Offer ideas on the City's variety of Strengths, Weaknesses, Opportunities, and Threats.

Sticky Notes Wall. Share what you love about your community on sticky notes or through drawings.



COMMUNITY FEEDBACK

Engagement Exercises

Scenario Mapping. Explore development options and shape the community's built environment.



INPUT TO ACTION

Engagement Summary Report

- **Workshop/Meeting Overview.** Project background, project scope
- **Presentation Summary.** Key points and proposed changes
- **Engagement Activities.** Summary of each activity type and feedback
- **Key Takeaways.** Main insights from the workshop/meeting
- **Appendix.** Attendance list, activity board results, polling results, presentation



INPUT TO ACTION

Final Report



Easy-to-understand, graphically enhanced plan



Implementable goals & policies



Work Program with specific objectives identified along with time frames, costs, and partners

ACTION PLAN COMMUNITY INVESTMENTS



#	STRATEGY DESCRIPTION	EST. TIME FRAME			EST. COST \$ = <\$100,000 \$\$ = >\$100,000 - <\$500,000 \$\$\$ = >\$500,000	POTENTIAL PARTNERS											
		Short 1-10 yrs	Med. 11-20 yrs	Long 20+ yrs		LTSC	Development Services	Community Development	PRNR	Pasco Cities	Developers	BGC	FDOT	WREC	GOPASCO	NPOs	EDC
C.1	Secure and utilize grant funding to install free or reduced-cost high-speed internet for residents and businesses				\$\$	✓	✓	✓									
C.2	Expand the number and types of recreation facilities and programs available within the Study Area				Varies	✓	✓		✓		✓	✓		✓		✓	
C.3	Increase the recreational spaces and amenities geared towards the community's youth population				Varies	✓	✓		✓		✓	✓		✓		✓	
C.4	Start youth sports programs within the Study Area				\$	✓	✓		✓			✓				✓	
C.5	Increase funding available to the Boys & Girls Club to hire more staff, increase their programming, and expand their hours of operation				\$	✓	✓					✓					
C.6	 Strategy: Build a community library which includes a media center, classes, and event spaces. Est. Cost: \$\$\$ Est. Time Frame: Long Potential Partners: LTTSC, Development Services, NPOs																
C.7	 Strategy: Establish a community resource center within the Study Area. Est. Cost: \$\$\$ Est. Time Frame: Long Potential Partners: LTTSC, Development Services, Community Development, NPOs																

★ = Priority Strategies (Years 1-5)

NEXT STEPS



NEXT STEPS

- Participate in survey and activities online
- Attend meetings
- Send comments to team



QUESTIONS & DISCUSSION

Elena Oertel, AICP

Project Manager, Inspire Placemaking
eoertel@inspireplacemaking.com

Chanelle Campbell

Director of Planning and Zoning, Kennesaw
CCampbell@kennesaw-ga.gov



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 1, 2026

TITLE: **Cemetery Deed: Section III, 10 A and 10 B**
Authorization for the Mayor to sign a deed for cemetery lots purchased by Dan and Donna Newman in the Kennesaw City Cemetery.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 1, 2026

TITLE: **Minutes: May 11, 2026 Work Session**
Approval of the May 11, 2026, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2026-05-11 City Council Work Session Draft Minutes

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
May 11, 2026
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Antonio Jones Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Jonathon Bothers Councilmember Anthony Gutierrez-Leon Deputy City Clerk Nicholas Simpson Assistant City Manager Marty Hughes City Attorney Sam Hensley, Jr.
---------	--

1. Invocation

2. Pledge of Allegiance

3. Call to Order

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

4. Announcements

5. Presentations

6. Old Business

7. New Business

8. Committee and Board Reports

9. Public Hearing(s)

10. Consent Agenda

11. General and Administrative

A. Temporary Use Permit: Super Show Fireworks

Consideration for approval of a Temporary Use Permit for Super Show Fireworks. Applicant: Brian Lilly

Business License Manager Kayla Willis presented a temporary use permit request for Super Show Fireworks to sell fireworks in the parking lot located at 2600 Cobb Parkway NW, Kennesaw, GA 30152. The applicant is Brian Lilly.

Property owner Monalibahan Patel of Kings Liquor, has given written permission to conduct this activity on his property from June 4, 2026 to July 4, 2026. The plat where the stand will be placed is available for review. Photos of proper signage per State regulations have been provided to the City. The Certificate of Liability insurance is on file. This approval is contingent upon successful plan review by the Cobb County Fire Marshal's Office.

The Finance Director recommends approval.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

B. Resolution: Hazard Mitigation Plan

Consideration for approval of a Resolution approving the 2026 Hazard Mitigation Plan.

Assistant City Manager Marty Hughes presented the City's 2026 Hazard Mitigation Plan. Cobb County and its municipal governments are required to complete a Hazard Mitigation Plan per the Disaster Mitigation Act of 2000. City staff has worked alongside Cobb County Emergency Management Agency to make updates to the existing plan, last updated and approved in 2021. FEMA has approved the submitted 2026 Hazard Mitigation Plan, and they will now submit it to FEMA. The County and all Cities are now in the process of formally adopting the plan, which may be done prior to FEMA's final approval.

The City Manager recommends approval.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 City Council regular meeting.

12. Public Safety

A. Surplus: Body Cameras

Approval to surplus Motorola Si500 body cameras on GovDeals.

Kennesaw Police Chief Bill Westenberger

The Kennesaw Police Department has 87 Motorola Si500 body cameras, including associated batteries, car charges, outlet charges, and mounts, that are no longer in operational use. These devices were previously utilized but have since been phased out as part of a technology upgrade to newer equipment. As a result, the cameras are no longer required to support current agency operations.

The Chief of Police recommends approval of the surplus.

With Council consensus, Mayor Easterling recommended placing the item on the

Consent Agenda for the 05-18-2026 City Council regular meeting.

B. Crime Stats: April 2026

Consideration for the acceptance of the April 2026 crime statistics.

Kennesaw Police Chief Bill Westenberger presented the April 2026 city crime statistics.
[See Exhibit A]

Mayo Pro Tem Anonio Jones, noting the upward trend in drug arrests, asked Chief Westenberger if the increased incidences of drug arrests included hard drug offenses.

Westenberger responded affirmatively, and explained that incidents of drug-related arrests stem from calls for service, wherein an officer is dispatched to a location by request or something that officers encounter when they are conducting field work.

Either way, the incident is reported.

13. Information Technology

A. Resolution: Network Infrastructure Equipment for the new Public Safety Building

Consideration for approval of a Resolution authorizing the purchase of network infrastructure equipment for the new Public Safety Facility.

Information Technology Director Barry Wilson presented the Resolution authorizing the purchase of network infrastructure equipment for the new Public Safety Facility.

The proposed network infrastructure equipment will support secure connectivity, communications, and operational technology needs for public safety operations and related city services. PC Solutions & Integration pricing is based off current State of Georgia Contract pricing. The quote totals \$99,461.83 and will be paid from the 2022 SPLOST Public Safety account.

The Director of IT recommends approval.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

14. Public Works and Building Maintenance

A. Resolution: Engineering Design Services for the Parking Project at 2250 Lewis Street

Consideration for approval of a Resolution accepting Patterson & Dewar's proposal for engineering design services for the parking project at 2250 Lewis St.

Public Works Director Ricky Stewart presented a Resolution accepting Patterson & Dewar's proposal for engineering design services for the parking project at 2250 Lewis Street.

Patterson & Dewar Engineers has submitted a proposal to provide civil engineering services, including survey, engineering, design, construction documents, and bidding assistance for the 2250 Lewis Street Parking Project. The request for approval will be a total of \$88,750.00.

The Public Works Director recommends approval of the proposal.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

B. Resolution: Cooperation Agreement for the Urban County CDBG Program

Consideration for approval of a Resolution authorizing the Cooperation Agreement for requalification of the Urban County CDBG Program between Cobb County and City of Kennesaw.

Public Works Director Ricky Stewart presented a Resolution authorizing the Cooperation Agreement for requalification of the Urban County CDBG Program between Cobb County and City of Kennesaw.

Cobb County is required to requalify as an Urban County every three years. The requalification allows the Cobb County CDBG Office to be the lead entity for the Cobb Urban County CDBG Program. As part of the requalification, the County requests that the municipalities within the County provide documentation that they intend to participate in the program. By participating in the program, municipalities seek funds directly through the County and avoid the need to compete for funds statewide with the Georgia State Department of Community Affairs.

The Public Works Director recommends approval and requests authorization for the Mayor to sign the agreement.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

15. Recreation and Culture

A. Resolution: Holly Days Drone Show

Consideration for approval of a Resolution awarding the 2026 Holly Days Drone Show to Northern Lights Drone Shows.

Assistant Director of Parks and Recreation Elizabeth Weaver presented a Resolution awarding the 2026 Holly Days Drone Show to Northern Lights Drone Shows.

A Request for Proposal was issued for the December 13, 2026, Holly Days Drone Show. Four (4) responsive proposals were received. Northern Lights Drone Shows was selected based on cost-effectiveness and positive references. The proposed cost for the drone show with a pyro upgrade is \$28,000.

The Director of Parks & Recreation recommends awarding the contract for the 2026 Holly Days Drone Show to Northern Lights Drone Shows for the amount of \$28,000.

Council member Madelyn Orochena commented that, although she thinks that the drone show was super cool and super fun, the City might be better off investing in entertainment that is more consistently enjoyed. The feedback she has received from the public is that the City does a phenomenal job putting on these amazing events, but then they come and go, and there is this lull, the in-between, that everybody worries about. She further commented that there may be something more worthwhile than enhancing a single event.

Council member Jonathon Bothers commented that he attended last year's Holly Days Drone show and found it to be extremely short. He praised the show, but his primary concern was the approximate \$30k cost for the five-minute show.

Council member Tracey Viars commented that she liked last year's Holly Days Drone Show, and she compared the presentation to a fireworks show in terms of price. She further commented that the drone show was part of an entire evening of entertainment that included participation from schools, kids, parents, families and community members. She believed it was unique and fun. While she did understand Council member Bothers' viewpoint, she could not identify a substitute for the drone show at a comparable cost.

Mayor Easterling commented that last year was the inaugural event for the Holly Days Drone Show, which was an opportunity to work out the kinks, and he supposes that the City will expect to see more from this year's presentation. He thinks the City should support staff efforts in organizing the drone show, and do something that sets the City of Kennesaw apart from other cities.

Mayor Pro Tem Anonio Jones commented that while he did not attend last year's drone show, he received positive feedback from event attendees; and therefore, he supports this year's drone show.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

B. Resolution: Purchase of Lawn Mowers for Parks and Recreation

Consideration for approval of a Resolution authorizing the purchase of two lawn mowers to be used by Parks and Recreation.

Parks and Recreation Director Bill McNair presented a Resolution authorizing the purchase of two lawn mowers to be used by Parks and Recreation.

Mayor and Council approved approximately \$1,053,000 of supplemental requests to be paid from the General Fund during the Fiscal Year 2025-2026 (FY26) budget. The total cost for various FY26 supplemental purchases came in approximately \$90,000 under the estimated budget, particularly the cost of police vehicles. Staff is requesting that

\$27,518 of these surplus funds be used to replace two (2) lawn mowers for Parks & Recreation. The equipment will be purchased from Towne Lake Outdoor Power Equipment LLC.

The City Manager recommends approval.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

16. Community Development

A. Resolution: 2026-2027 Main Street Affiliate Memorandum of Understanding

Consideration for approval of a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and the Georgia Department of Community Affairs for the Georgia Main Streets Program.

Downtown/Main Street Manager Miranda Jones Taylor presented a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and the Georgia Department of Community Affairs for the Georgia Main Streets Program.

The annual MOU document outlines the responsibilities of the City of Kennesaw/KDDA, Kennesaw's Main Street Manager, and the State of Georgia Department of Community Affairs in the administration of the Main Street Program in Kennesaw. This MOU is the standard MOU used by DCA and is a requirement for our participation in the program. The MOU requires signatures from the Downtown/Main Street Manager, Board Chair, and Mayor.

The Economic Development Director recommends approval.

Council member Orochena noted that the Georgia Department of Community Affairs (DCA) recommends a public downtown visioning event or town hall meeting annually as part of the MOU. She asked Taylor if the City had already implemented visioning events and town halls or was the DCA recommendation something new. Taylor responded that, as part of the start-up program, KDDA led a visioning session, two in-person meetings, and an online feedback survey as part of KDDA's annual visioning efforts. She will look at doing an in-person outreach session to gauge feedback, identify how KDDA is doing, highlight things that have been accomplished, and figure out what to focus on next.

Mayor Pro Tem Jones asked if there was a way to extend the MOU term or does KDDA have to come back every year for renewal. Taylor responded that KDDA is evaluated by the Main Streets Program on an annual basis, which requires an annual renewal.

Mayor Easterling commented that there are 17-18 pages of line items that the City/KDDA must verify to maintain compliance with the State.

Taylor confirmed that she has a whole checklist of requirements that must be addressed by KDDA annually. Taylor further commented that a goal for the City of Kennesaw, which is currently designated as a Classic Main Street, would be to receive the Georgia's Exceptional Main Street (GEMS) designation in the future.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the 05-18-2026 regular City Council meeting.

17. Public Comments

6:48 PM - FLOOR OPEN FOR PUBLIC COMMENTS

SAM RUSCH {City Resident}: Mayor Easterling asked Mr. Rusch to direct his comments to him and to the Assistant City Manager Marty Hughes during his testimony and not to mention any individual city staff by name. He also thanked Mr. Rusch for meeting with Assistant City Manager Hughes to discuss concerns affecting his community. He stated that there were people in the Council chamber who both support and oppose his efforts to revitalize Woodland Park and Pine Mountain Park. He provided a recap of his meeting with the Assistant City Manager. Rusch stated that Hughes advised him that installing a "tobacco free/breathe easy" sign at park entrances would bankrupt the city. Rusch referenced ordinance 00-2 which makes it unlawful for any person to smoke any substance in a city park. Rusch also stated that he begged Hughes and the Parks and Recreation Director to consider installing a garbage can at Woodland Park for proper garbage disposal. According to Rusch, Hughes promised to look into why the entrance to Woodland Park remains chained off. Rusch touted his [change.org](https://www.change.org) petition to improve Woodland Acres Park and Pine Mountain Park, which received 188 signatures. He asked whom he should send the petition to. He also asked why the 2026 Parks and Recreation playbook excludes Woodland Park and Pine Mountain Park.

Mayor Pro Tem Antonio Jones asked Rusch if he could send a copy of the petition to Council because he always sends it to staff. He also asked Rusch if the petition signers resided in the City of Kennesaw. He also asked if the petition represented 188 homes or 188 individuals. Rusch responded that the petition accounted for 188 adults. Jones retorted that the petition could include two people residing in the same house.

Assistant City Manager Marty Hughes stated that he had not received a copy of Rusch's [change.org](https://www.change.org) petition and that he would also like to receive a copy.

Rusch assured Jones and Hughes that he would send them both copies of the petition.

LAURA LYONS {City Resident}: Ms. Lyons is a lifelong resident of Woodland Acres and founder/owner of Fresh on Forest Garden on Forest Drive. Her grandfather purchased her family's Woodland Acres home in 1995, and she played in both Woodland Park and Pine Mountain Park as a child. Back then, they were not just green

spaces, they were where she learned the concept of community, made friends, burned off energy, and felt safe playing outside. She inherited her family's Woodland Acres home and moved back to the community to raise her family and found the parks closed, neglected, and not available to families anymore. Her children do not get to experience the safe public spaces she once had, and Lyons believes that children lose connection, pride and opportunities to be children through the loss of safe public spaces for recreation. Through her garden on Forest Drive, Lyons has witnessed life being brought back to her community. Her neighbors mingle outside and forge friendships while children gather in her yard to play. Reopening and investing in these parks is about responsibility, equity and safety. She is asking for the return of something that has proven its value and was closed due to what many view as false information.

6:52 PM - FLOOR CLOSED FOR PUBLIC COMMENTS

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

20. Council Reports & Discussions

21. 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.

22. Adjourn

Mayor Easterling adjourned the meeting at 6:53 p.m. The next work session will be held on Monday, May 18, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.



Nicholas Simpson, Deputy City Clerk

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session
5/11/2026
Public Comment Sign-in

	Name	Address	Topic
1	Samuel Rusch	2459 Pine Dr NW	Woodland Park & Pine Mountain Park
2	Laura Lyons	2441 Forest Drive NW	Woodland PK & Pine Mountain PK
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: June 1, 2026
TITLE: **Minutes: May 18, 2026 Regular Meeting**
Approval of the May 18, 2026, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2026-05-18 City Council Meeting Draft Minutes

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
May 18, 2026
6:30 PM**

Present Mayor Derek Easterling
 Mayor Pro Tem Antonio Jones
 Councilmember Madelyn Orochena
 Councilmember Tracey Viars
 Councilmember Jonathon Bothers
 Councilmember Anthony Gutierrez-Leon
 Deputy City Clerk Nicholas Simpson
 City Manager Jeff Drobney
 City Attorney Sam Hensley, Jr.

1. Invocation

The Chamber opened the invocation led by Colene F...

2. Pledge of Allegiance

The Chamber recited the Pledge of Allegiance led by Mayor Derek Easterling.

3. Call to Order

4. Announcements

5. Presentations

6. Public Comment

This section is for comment on any item on the agenda.

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

6:32 p.m. Floor Closed for Public Comment

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

- A. **Minutes: April 27, 2026 Work Session**
Approval of the April 27, 2026, City Council work session minutes.
- B. **Minutes: May 4, 2026 Regular Meeting**
Approval of the May 4, 2026, City Council regular meeting minutes.
- C. **Minutes: May 4, 2026 Executive Session**
Approval of the May 4, 2026, City Council executive session minutes.
- D. **Temporary Use Permit: Super Show Fireworks**
Consideration for approval of a Temporary Use Permit for Super Show Fireworks. Applicant: Brian Lilly
- E. **Resolution: Hazard Mitigation Plan**
Consideration for approval of a Resolution approving the 2026 Hazard Mitigation Plan.
- F. **Surplus Body Cameras**
Approval to surplus Motorola Si500 body cameras on Gov Deals.
- G. **Resolution: Network Infrastructure Equipment for the New Public Safety Building**
Consideration for approval of a Resolution authorizing the purchase of network infrastructure equipment for the new Public Safety Facility.
- H. **Resolution: Engineering Design Services for the Parking Project at 2250 Lewis Street**
Consideration for approval of a Resolution accepting Patterson & Dewar's proposal for engineering design services for the parking project at 2250 Lewis St.
- I. **Resolution: Cooperation Agreement for the Urban County CDBG Program**
Consideration for approval of a Resolution authorizing the Cooperation Agreement for requalification of the Urban County CDBG Program between Cobb County and City of Kennesaw.
- J. **Resolution: Holly Days Drone Show**
Consideration for approval of a Resolution awarding the 2026 Holly Days Drone Show to Northern Lights Drone Shows.
- K. **Resolution: Purchase of Lawn Mowers for Parks and Recreation**

Consideration for approval of a Resolution authorizing the purchase of two lawn mowers to be used by Parks and Recreation.

L. Resolution: 2026-2027 Main Street Affiliate Memorandum of Understanding

Consideration for approval of a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and the Georgia Department of Community Affairs for the Georgia Main Streets Program.

Mayor Pro Tem Antonio Jones made a motion to approve the Consent Agenda engross. Council member Jonathon Bothers seconded the motion.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

12. General and Administrative

13. Public Safety

A. Crime Stats: April 2026

Consideration for the acceptance of the April 2026 crime statistics.

Motion by Council member Tracey Viars to accept the April 2026 crime statistics as presented. Motion seconded by Mayor Pro Tem Antonio Jones.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment

This section is for general comment.

6:33 PM

Floor Open for Public Comment

ANDREW BRAMLETT [City Resident]: Mr. Bramlett delivered a presentation on Kennesaw history during World War II. In 1942, the Kennesaw City Council approved a blackout ordinance for air raids. The ordinance outlined the processes and procedures to be followed in the event of an air raid on the city. Residents were required to turn off all flashlights, electric lights, fires, heaters, radios, and anything else that might be visible from the sky. **[See EXHIBIT A]**

SAMUEL RUSCH [City Resident]: Rusch began by thanking council members Madelyn

Orochena and Antonio Jones for making time to meet with him. He advised council members Tracey Viars, Jonathon Bothers, and Anthony Gutierrez-Leon that he contacted each of them twice requesting a meeting, and that he would appreciate hearing back from them. He stated that Assistant Manager Marty Hughes refuses to answer his questions anymore, and indicated that he does not take him seriously. Mayor Easterling requested that Rusch address him directly and to refrain from referencing individual city personnel. Rusch inquired as to why and the Mayor responded that public comments are directed to Mayor and Council, and that he would like Rusch to direct his comments to him. Rusch asked the Mayor when was the last time he visited Woodland (Acres) Park. He recited Section 66-2, subsection C-1, which states it *shall be unlawful for any person to do any of the following in a public park or on public property: create or maintain a nuisance as defined by state law or by the Code of Ordinances, Kennesaw, Georgia, or pose a danger or threat to the public.* He questioned the chained entryway to Woodland (Acres) Park and the safety of the sloped access point next to the driveway. He commented that the land to the left of the driveway is private property with access only available along the right side of the driveway. Rusch asked the Mayor if the sloping land to the right of the driveway entering into Woodland (Acres) Park was "ADA compliant." According to Rusch, the parks department or public works lopped off a sapling that was blocking the entranceway to the park, and it had created an injurious situation. He asked the Mayor why the City did not install a bollard or a gate in place of a chain to prevent illegal parking while maintaining a safe entryway that does not force people to commit an act of trespassing on private property or fall and hurt themselves. He created a seeclickfix.com work order for the nonoperable light by the old basketball court at Woodland (Acres) Park and asked why the city would not provide a power source. He commented on the difficulty of having a "breathe easy zone" sign erected, and that the city is more concerned with prioritizing parking than preventing the spread of second-hand smoke in city parks. He asked that the remainder of his time be used to explain the City's rationale for the decisions it has made concerning Woodland (Acres) Park.

LAURA LYONS [City Resident]: Mrs. Lyons commented on the need for children to access parks and green spaces. Community parks in downtown Kennesaw allow children an opportunity to run, explore and play in a safe environment. As the owner of Fresh on Forrest, Lyons has had the opportunity to speak with neighbors about Woodland Park, and many have asked when the park will reopen. She believes the park will offer recreational alternatives for families and senior citizens. The chain at the entrance has caused confusion when public spaces should be welcoming to all in the community.

JORY LYONS [City Resident]: Mr. Lyons thanked Council member Madelyn Orochena for staying late last week to speak with him and his family. He commented that he had a disappointing encounter with a council member and the assistant city manager at Woodland (Acres) Park last week. Lyons voiced his displeasure with seeclickfix.com. When he creates a work order through the system to address broken curbs and damaged sidewalks, his request bounces from one local jurisdiction to another. Cobb County has responded to his broken curbs and damaged sidewalks work orders and

advised him that the City of Kennesaw was responsible for providing service. He commented that he took photographs that were sent to the Council by Samuel Rusch showing what Woodland (Acres) Park used to look like. According to Lyons, he submitted a seeclickfix.com work order to address the park access point to the right of the driveway entering Woodland (Acres) Park, and that the access point was deemed unsafe for the public by city personnel.

ANNETTE CONN [City Resident]: Mrs. Conn stated that she resides at 2574 Dobbs Drive, NW, and Woodland (Acres) Park is located directly behind her property. On Friday, May 15, 2026, Mrs. Conn had the opportunity to speak with Mr. Vick True, who previously resided at 2574 Dobbs Drive, NW. She stated that she wanted to dispel any rumors concerning Woodland (Acres) Park that could be found on the internet. She stated that the City of Kennesaw installed the chain and lock blocking the driveway to Woodland (Acres) Park. She also commented that, according to Vick True, the City granted him permission to add his own lock so that he could use the restricted driveway to access his boat. He was also allowed to utilize PVC pipes to prevent people from sitting or walking along the chain. Mrs. Conn wanted to state for the record that her husband, Wayne Conn, did not install a chain or has ever blocked anyone in the community from accessing Woodland (Acres) Park.

6:47 PM

Floor Closed for Public Comment

19. City Manager's Report

A. Reports, Discussion, and Updates

20. Mayor's Report

BOARDS/COMMISSIONS APPOINTMENTS

Cemetery Preservation Commission

APPOINT Alexis Gaddy to the Cemetery Preservation Commission with a term ending December 2028.

Sister Cities Commission

APPOINT Chrislyn Turner to the Sister Cities Commission with a term ending December 2027.

Mission, Vision and Values Assessment Committee

APPOINT the following individuals to the Mission, Vision and Values Assessment Committee:

Jonathon Bothers – Council

Tracey Viars – Council

Megan Meyer – 911

Robbie Balenger – Building Maintenance

Scott Banks – Building Services

Nick Simpson – City Clerk
Anna Trapp – City Manager
Becca Graham - Communications
Brittany Swiney – Municipal Court
Luke Howe – Economic Development
Meredith Staton - Finance
Brian Acker – Human Resources
Berry Wilson - Information Technology/GIS
Michelle Newman – Southern Museum
Hallie Swift – Parks and Recreation
Chanelle Campbell – Planning and Zoning
Maggie Carter - Police
Amanda Stevens – Public Works
Hannah Young – Smith-Gilbert Gardens

City of Kennesaw 2027 Comprehensive Plan Steering Committee

APPOINT the following individuals to the 2027 Comprehensive Plan Steering Committee:

Vanita Keswani – Smith Gilbert Garden Education and Exhibit Manager
Miranda Taylor - Kennesaw Downtown & Main Street Manager
Donald Wells – Cobb County Intergovernmental Coordinator
Laura Beall – Transportation Planning Division Manager, Cobb DOT
James Wilson – Cobb County School System Representative
Nic Capomacchio – Kennesaw State University Representative
Mike Everhart – Kennesaw Business Association Representative
Commissioner Thomas Neaves – Historic Preservation Commission
Mary Whitlock – Residential Representative
Chris Olson – JW Collection
Allison Giddens - Win-Tech, Inc.
Rev. Alex Stroud – Kennesaw Church
Alisha Smith – Town Center CID Representative

Council member Madelyn Orochena asked Mayor Easterling to clarify what boards and commissions were receiving appointments. The Mayor clarified that he was making appointments to the Cemetery Preservation Commission, Sister Cities Commission, Mission, Vision and Values Assessment Committee, and the City of Kennesaw 2027 Comprehensive Plan Steering Committee. Orochena commented that she only received board applications for appointments to the Cemetery Preservation Commission and the Sister Cities Commission. She had not received any information on appointments to the Mission, Vision and Values Assessment Committee or to the City of Kennesaw 2027 Comprehensive Plan Steering Committee.

Motion by Council member Tracey Viars to accept the Boards and Commissions appointments as read into the record. Motion seconded by Council member Madelyn Orochena.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

- 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.
- B. **Appointments: City of Kennesaw 2027 Comprehensive Plan Steering Committee**
Consideration for the ratification of appointments to the Steering Committee for the City of Kennesaw's Comprehensive Plan update.

21. Council Reports & Discussions

22. Executive Session

Pursuant to the provision 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 Council member Jonathon Bothers to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing personnel. Motion seconded by Council member Madelyn Orochena. **[See EXHIBIT B]**

Vote taken: approved, 5-0. Motion passed by unanimous vote.

6:50 p.m. Recess to Executive Session

7:58 p.m. Reconvene to Open Session

Council member Jonathon Bothers 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. Sec. 50-14-4, motion seconded by Mayor Pro Tem Antonio Jones.

Vote taken: approved, 5-0. Motion passed by unanimous vote.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:59 p.m. The next work session will be held on Monday, May 26, 2026, at 6:30 p.m. in the Council Chambers. The public is

encouraged to attend.

A handwritten signature in blue ink, appearing to read 'NS', is positioned above a horizontal line.

Nicholas Simpson, Deputy City Clerk

DRAFT

KENNESAW HISTORY

Blackout Ordinance

World War II had profound impacts on the local community. Many Kennesaw residents served in the war, and the Bell Bomber Plant in Marietta brought new jobs to the area. During the war, however, Americans were unclear if it would stay in Europe and the Pacific or if war would ever come close to home. With this in mind, many communities took precautions, and Kennesaw was no exception.

In August 1942, the Kennesaw Mayor and Council approved a blackout ordinance for air raids. The ordinance mentioned the Citizens Defense Corps, a federal office created during World War II, and is likely the corps played some role in drafting its language.

In case of an air raid, the bells at the Baptist and Methodist church were designated as signals. Residents would turn off all electric lights, fires, heaters, radios, flashlights, or anything else that might be visible from the sky. All vehicles, except for those connected to civil defense, were prohibited during an air raid. Last but not least, air raid wardens and other positions were created, but it is sadly not known if these roles were ever filled.

Aug. 27, 1942
(continued)

Special Ordinance covering "Blackouts".

Be it enacted that upon the sounding of Air Raid Alarm Signals for a "Blackout" namely by the ringing of Church Bells at the Baptist and Methodist Churches and at the School House all persons within the incorporate limits of the City of Kennesaw shall immediately blackout all lights upon their premises. It shall be unlawful for any person to let any ray of light that is made from any kind of lamp, or fire from fire place, heater, radio, flash light, or any other form of light produced in any way be seen from without of said premises during the period of a "Blackout", and until the all clear signal has been sounded in the same manner by the ringing of the Church Bells. Be it further enacted that it shall be unlawful for any person or persons to travel in any vehicle in any way or direction within the incorporate limits of the City of Kennesaw during the period of a Blackout called by the City of Kennesaw, or County, or State at any time except such official Cars, Trucks, and Ambulances as designated by the Civilian Defense Corps, and their lights shall be properly blackened or dimmed with Standard Blackout Equipment. Upon the sounding of an Air Raid Alarm all parties in Vehicles of any kind unless otherwise connected with the Civilian Defense Corps will immediately pull over to the Curb, Stop Motor, and cut out all lights until the all clear signal has been sounded.

Be it further enacted that during the period of a Blackout or the State of Georgia for practice or real raids, it shall be unlawful for any person to be out on the Streets, Sidewalks or yards except the Air Raid Wardens, Auxillary Firemen, Auxillary-Police and other parties that have been duly appointed by the Civilian Defense Corps.

Any person or persons, firm or Corporation violating this Ordinance or the spirit of it, by word, deed, or action, or allowing it to be violated at his or her home, on his or her premises, or his or her place of business shall be fined not exceeding Twenty Five Dollars or confined to Jail not exceeding Twenty Five Days.

Passed at a meeting of the Mayor and Council of the City of Kennesaw this the 27th day of August 1942.

Approved by L. C. Chalker, Mayor.

This the 28th day of August 1942.

No entries for 1943.

Mayor and Council Minutes
August 27, 1942

Presented by Andrew J. Bramlett at the August 27, 2026,
City of Kennesaw Mayor & Council Meeting

State of Georgia
County of Cobb

AFFIDAVIT

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 18th day of May, 2026.

2.

That it is my understanding that O.C.G.A. § 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code Section, the chairperson or other person presiding over such meeting shall execute and file with the officials minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting of the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

3.

The subject matter of the closed meeting or closed portion of the meeting held on the 18th day of May, 2026, which was closed for the purpose(s) of personnel as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(p) that such an affidavit be executed.

This the 18th day of May, 2026.



Mayor/Presiding Officer



Councilmember



Councilmember



Councilmember



Councilmember

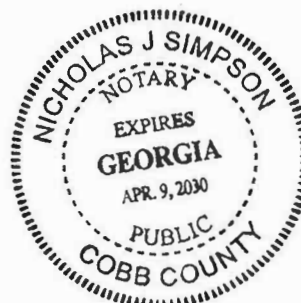


Councilmember

Sworn to and subscribed before me this the
18TH day of MAY, 2026.



Notary Public



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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Regular Meeting
5/18/2026
Public Comment Sign-in**

	Name	Address	Topic
1	LEWIS BRANLETT	2990 Summerfield Ct 30192	local history
2	Samuel Rusch	2859 Pine Dr NW	woodland Park Society
3	Laura Lyons	2441 Forrest Dr	Woodland Park
4	Annette Conn	2574 Dobbs Dr	Woodland Park
5	Jory Lyons	2441 FORREST DR	See click fix
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
19			



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 1, 2026

TITLE: **Minutes: May 18, 2026 Executive Session**
Approval of the May 18, 2026, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 05-18-26 EX AFF

AFFIDAVIT

1.

Mayor Derek Easterling was the presiding officer of a meeting of the Kennesaw City Council held on the 18th day of May, 2026.

2.

That it is my understanding that O.C.G.A. § 50-14-4(b) provides as follows: When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code Section, the chairperson or other person presiding over such meeting shall execute and file with the officials minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting of the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

3.

The subject matter of the closed meeting or closed portion of the meeting held on the 18th day of May, 2026, which was closed for the purpose(s) of personnel as allowed by O.C.G.A. Title 50, Chapter 14 was devoted to matters within those exceptions and as provided by law.

4.

This affidavit is being executed for the purpose of complying with the mandate of O.C.G.A. § 50-14-4(b) that such an affidavit be executed.

This the 18th day of May, 2026.



Mayor/Presiding Officer



Councilmember



Councilmember



Councilmember



Councilmember

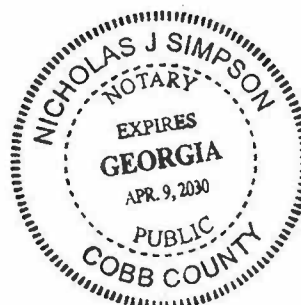


Councilmember

Sworn to and subscribed before me this the
18TH day of MAY, 2026.



Notary Public





Item Report

TO: The Honorable Mayor and City Council
FROM: Jeff Drobney, City Manager
DATE: June 1, 2026
TITLE: **Funding for 2027 Comprehensive Plan**
 Request for approval of budget amendment to fund the 2027 Comprehensive Plan.

Summary:

At the April 6, 2026 Council Meeting, Mayor & Council approved Inspire Placemaking Collective Inc.'s proposal and cost of services totaling \$248,896 to complete the 2027 Comprehensive Plan. However, the agenda item did not specify that the funding would need to be transferred from the City's Reserve account.

Staff is asking Council to approve a budget amendment and transfer of \$248,896 from Reserves: 100-0000-39-400000-00000 to Planning & Zoning Planning Services: 100-7400-52-126000-00000.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Reserves: 100-0000-39-400000-00000

Planning & Zoning Planning Services: 100-7400-52-126000-00000

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM: Marty Hughes, Assistant City Manager

DATE: June 1, 2026

TITLE: **Resolution: 2028 SPLOST Intergovernmental Agreement**
 Consideration for approval of a Resolution authorizing the 2028 SPLOST Intergovernmental Agreement (IGA) between Cobb County and the City of Kennesaw.

Summary:

This intergovernmental agreement (IGA) between Cobb County and all its cities is for the use and distribution of the proceeds from the 2028 Special Purpose Local Options Sales Tax (SPLOST) for capital projects. Kennesaw will receive \$46,771,381. Once approval is received from all Cities, the Cobb County Commissioners' Chairwoman will sign the IGA.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Attachments:

1. RES 2026- 2028 S.P.L.O.S.T. IGA
2. 2028 IGA with exhibits v.5

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT FOR THE
USE AND DISTRIBUTION OF PROCEEDS FROM THE 2028 SPECIAL PURPOSE
LOCAL OPTION SALES TAX FOR CAPITAL OUTLAY PROJECTS**

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

WHEREAS, O.C.G.A. §48-8-110 et seq. (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act and have agreed to responsibilities and services to be performed for the benefit of the other.

BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to execute an Intergovernmental Agreement between the City of Kennesaw and Cobb County.

PASSED AND ADOPTED by the Kennesaw City Council on this 1st day of June, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

STATE OF GEORGIA)
)
COUNTY OF COBB)

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2028 SPECIAL
PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the _____ day of _____, 2026 (“Agreement”), by and between Cobb County, a political subdivision of the State of Georgia (the “County”), and the City of Acworth, the City of Austell, the City of Kennesaw, the City of Mableton, the City of Marietta, the City of Powder Springs and the City of Smyrna, municipal corporations of the State of Georgia (collectively the “Municipalities” and, as the context requires, “Municipality”).

WITNESSETH:

WHEREAS, the parties to this Agreement are the County and the Municipalities; and

WHEREAS, the citizens of Cobb County, Georgia in 2020 voted to approve and impose the 2022 Cobb County SPLOST; and

WHEREAS, the authority to impose the tax authorized by the 2022 Cobb County SPLOST will terminate on December 31, 2027; and

WHEREAS, the Counties and the Municipalities believe it is in the best interest of Cobb County and the Municipalities to reimpose a six-year SPLOST pursuant to O.C.G.A. § 48-8-110 (“2028 SPLOST”) to fund capital outlay projects that significantly improve the health, safety and welfare of all taxpayers and residents of Cobb County and the Municipalities; and

WHEREAS, the 2028 SPLOST will not add an additional penny to the existing 2022 SPLOST but will be collected instead of the 2022 SPLOST which will expire on December 31, 2027; and

WHEREAS, the parties anticipate that the Cobb County Board of Commissioners will approve and sign a resolution requesting the Cobb County Board of Elections and Registration to issue a call for a Referendum on the issue of the imposition of the proposed 2028 SPLOST; and

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects, as that term is defined and described by the Act (“capital outlay projects” or “projects”) for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, each of the Municipalities is a qualified municipality pursuant to O.C.G.A. § 48-8-110 (4); and

WHEREAS, the County and Municipalities met previously to discuss and select those projects for inclusion in the 2028 SPLOST referendum as required by O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and Municipalities have negotiated a proposed division of the SPLOST proceeds as authorized by the Act and have agreed to responsibilities and services to be performed by each party for the benefit of the others, and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Article IX, Section III, Paragraph I of the Georgia Constitution.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations which may be specifically relied upon by all parties as a basis for entering into this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County;
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on November 3, 2026 for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Cobb County for a period of 24 quarters, commencing on January 1, 2028, to raise an estimated \$ 1,150,000,000.00 to be used for funding the projects specified in Exhibit A¹ attached hereto and specifically made a part hereof by reference.

B. Each of the Municipalities makes the following representations which may be specifically relied upon by all parties as a basis for entering into this Agreement:

¹ Exhibit A is a list of Projects anticipated to be funded with SPLOST proceeds. Tier 1 includes projects anticipated to be fully funded based on projected estimated costs, while Tier 2 is a list of projects to be implemented only if proceeds of the tax collected exceed the projected estimated costs of all Tier 1 projects. Any references to Exhibit A shall mean both tiers unless otherwise specified.

- (i) Each Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;
- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A § 48-8-110 (4); and
- (v) Each Municipality is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and Municipalities to comply in all respects with the Act and all provisions of this Agreement shall be construed in light of the Act.

D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit A, Tier 1 of this Agreement and in accordance with the priority order referenced in Section 8 of this Agreement and Exhibit A.

E. During the term of this Agreement, the County and the Municipalities agree that each approved SPLOST facility associated with and funded pursuant to this Agreement shall be maintained as a public facility and in public ownership. If ownership of any such project is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed additional SPLOST funds for use by the original recipient (County/Municipality) or may be disposed of as provided by other applicable law.

F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures thereof for each project undertaken by the County or respective Municipality as required by State Law and to fulfill the terms of this Agreement as more fully set forth in Section 11 hereof.

Section 2. Conditions Precedent

A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A § 48-8-111 (b) through (e).

C. This Agreement is further conditioned upon collection of the SPLOST revenues by the Georgia Department of Revenue ("Revenue Department") and distribution of the same to the County.

Section 3. Effective Date and Term of the Tax

The 2028 SPLOST, subject to approval in an election to be held on November 3, 2026, shall continue for a period of six (6) years with collections beginning on January 1, 2028.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration by the Cobb County Board of Elections and Registration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the 2028 SPLOST after the expiration of same; or
- (iii) The completion of all projects described in Exhibit A, Tier 1 where actual SPLOST Proceeds are adequate to complete such projects, and those projects undertaken with SPLOST funds in Exhibit A, Tier 2.

Section 5. County SPLOST Fund: Separate Accounts; No Commingling

A. A special fund or account shall be created by the County and designated as the 2028 Cobb County Special Purpose Local Option Sales Tax Fund (the "County SPLOST Fund"). The County shall select a bank which shall act as a depository and custodian of the County SPLOST Fund upon such terms and conditions as may be acceptable to the County.

B. Each Municipality shall create a special fund to be designated as the 2028 [*municipality name*] Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a bank which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

D. Any investment by the County or any Municipality of SPLOST funds shall be in accordance with O.C.G.A. §36-80-3 and other applicable law.

Section 6. Procedure for Disbursement of SPLOST Proceeds

A. Upon receipt by the County of SPLOST proceeds collected by the Revenue Department,² the County shall immediately deposit said proceeds in the County SPLOST Fund and disburse said funds as provided in Paragraph B of this Section.

B. The County, following deposit of the SPLOST proceeds in the County SPLOST Fund, shall disburse the SPLOST proceeds to each Municipality on a monthly basis within ten (10) days of receipt of funds from the Revenue Department on a schedule as follows:

- (i) The total of each month's revenue received from the Revenue Department will be reduced by the projected costs of certain county-wide capital outlay project costs as identified on Exhibit A, and such amount shall remain in the County SPLOST Fund.
- (ii) Of the remaining monthly revenue, 36.424%³ will be disbursed to the Municipalities based upon the ratio that the population of each municipality bears to the total population of the County per the July 1, 2024 US Census Bureau estimated County/Municipalities population projections, and 63.576 % shall remain in the County SPLOST fund⁴.
- (iii) For projects that are to be jointly carried out between the County and a Municipality ("Joint Projects"), the County and such Municipality shall enter into an intergovernmental agreement for the specific Project, including each party's percentage share of Project costs, prior to the expenditure of any SPLOST funds thereon. Where the County is the sponsoring agency for such Project, the County shall prepare the Project timeline and intergovernmental agreement for review and execution by the parties. Additionally, and prior to the disbursement set forth in subsection (ii) above, the County will retain that portion of the distribution related to the Joint Project cost of the involved Municipality's agreed upon share of the Joint Project, as Project costs are incurred and as reflected in the intergovernmental agreement between the parties. Where the Municipality is the sponsoring agency for such Project, the Municipality shall prepare the Project timeline and intergovernmental agreement for review and execution by the parties. Additionally, the County will disburse to the involved Municipality that portion of the County's share of the Joint Project cost at the same time of the disbursement set forth in subsection (ii) above, as

2 Pursuant to O.C.G.A § 48-8-115, proceeds of the 2028 SPLOST shall be collected by the Revenue Department and one percent (1%) of the amount of the SPLOST proceeds collected beginning on January 1, 2028 shall be paid into the general fund of the State Treasury to defray the Department's costs of administration.

3 This figure represents the percentage of all Cobb County residents who are also residents of Municipalities versus the total population of the County, including Municipality residents and non-Municipality residents, per the July 1, 2024 US Census Bureau estimated population projections.

4 Attached hereto and specifically made a part hereof is Exhibit B which, for illustrative purposes only, provides an Estimated Disbursement Schedule based on anticipated SPLOST revenues.

Project costs are incurred and as reflected in the intergovernmental agreement between the parties. Joint Projects, the estimated costs of each and the relative sponsorship and percentage share of each party is noted on Exhibit A.

- (iv) The proceeds shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement.

C. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an Act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor municipality would otherwise be entitled. In either event, the projects of such defunct Municipality as listed in Exhibit A, Tier 1 will be funded by the County with and to the extent of the Municipality's available share of SPLOST proceeds. In the event that a qualified municipality shall come into existence after the date of this Agreement, such municipality shall not be entitled to share the SPLOST proceeds.

D. Should the County or any Municipality obtain additional funding from sources other than SPLOST for funding of projects included in the SPLOST project list, the SPLOST funds not expended may be shifted to the funding of other projects included in Exhibit A, Tier 1. If the SPLOST proceeds collected plus the additional funding referenced herein exceed the projected estimated costs of all Tier 1 projects, then, in such event, said funds may be expended on projects included in Exhibit A, Tier 2.

Section 7. Projects

All County and Municipality capital outlay projects anticipated to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A, Tier 1. Exhibit A, Tier 2 contains a list of projects to be implemented only if SPLOST tax proceeds are available after funding of all of the projects listed in Exhibit A, Tier 1 at their estimated costs.

Section 8. Priority and Order of Project Funding; Joint Project Funding

A. Priority of Funding.

SPLOST proceeds shall be distributed to the Municipalities in accordance with Section 6. B. of this Agreement. Exhibit A shows the priority or order in which municipal projects will be fully or partially funded. Except as provided in Paragraph B of this Section and Paragraph C of Section 9 of this Agreement, any change to the priority in which Municipality projects will be funded or schedule affecting any particular Municipality, shall be accomplished by a memorandum of understanding between the County and the affected Municipality. Any change to funding participation for Joint Projects shall be accomplished by an amendment to the intergovernmental agreement for such project between the respective parties.

B. Joint Project Funding.

(i) In the event that a Joint Project is undertaken jointly by the County and a Municipality and said Project has a funding overage or underage, the savings or shortfall shall be shared in a manner proportionate to the scheduled contribution of each. In the event of cost savings for any such Project, the sponsoring agency shall promptly return to the non-sponsoring agency for reallocation (See Sections 9. B. and 9. C. below) any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project. The intergovernmental agreement between the parties for such Joint Project shall include a provision to address this contingency.

(ii) In the event of a funding shortfall for any Project, however, the affected parties shall amend the intergovernmental agreement for the particular Joint Project in conformity with this subsection prior to any additional funds being committed or expended. The County and Municipalities acknowledge that project budgets to be shared by the Joint Project participants have been established based on planning level estimates. Potentially, during design, real or personal property procurement, and/or construction, circumstances may arise that impact the initial estimated budget. Unless the involved participants agree to jointly allocate additional funds, or one participant agrees to unilaterally allocate additional funds, the involved Parties agree the Joint Project will have to be managed or modified to meet the initial estimated budget, unless the Joint Project is jointly determined to be infeasible. If the Joint Project is deemed infeasible, the sponsoring agency shall promptly return to the non-sponsoring agency any such unused amounts retained or received from the non-sponsoring agency associated with such Joint Project.

Section 9. Completion of Projects

A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibit A are estimated amounts. The County and Municipalities reserve the right to modify their estimated projects budgets as circumstances dictate.

B. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the County may apply the remaining unexpended funds to any other county project in Exhibit A, Tier 1. If all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, then the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a county project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which the County is entitled.

C. If a municipal project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Exhibit A, Tier 1 because of project savings, receipt of additional funding or other reasons, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality in Exhibit A, Tier 1. If all Exhibit A, Tier 1 projects have been fully funded at their estimated costs, then the unexpended funds may be applied to projects in Exhibit A, Tier 2. If a municipal project costs more than estimated, the shortfall may be covered by other available SPLOST funds to which such Municipality is entitled.

D. The County and Municipalities agree that, to the extent reasonably possible, each approved SPLOST project associated with this Agreement is anticipated to be completed or substantially

completed within ten years of the termination of the SPLOST, excepting those projects for which circumstances exist which prevent such timely completion, including lack of total funding. The County and Municipalities retain their discretion to make decisions that fall within the authorization of the SPLOST referendum and law, including but not limited to making adjustments in the plans and budgets for approved projects made necessary by changing circumstances, and making determinations as to whether a project remains feasible. There shall be no obligation on the part of the County or the Municipalities to fund or construct the projects listed in Exhibit A, Tier 2 as those projects are included for the limited purpose of being able to utilize any SPLOST funds collected in excess of the budgeted amounts for all Exhibit A, Tier 1 projects, if such become available pursuant to the terms of this Agreement.

E. To the extent SPLOST receipts as allocated pursuant to Section 6 of this Agreement exceed the amounts needed to complete all County and Municipality projects described in Exhibit A, Tier 1 and Tier 2, such proceeds shall be distributed to the County and among the Municipalities in the same percentages as specified in Section 6. B.(ii) herein.

Section 10. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement. The County shall be entitled to retain any interest accruing on SPLOST funds held by the County in the County SPLOST Fund, and each Municipality shall be entitled to retain any interest on SPLOST funds held by the Municipality in its Municipal SPLOST fund. Interest on SPLOST funds shall only be used to fund approved SPLOST projects.

Section 11. Audits; Reports; Indemnification

A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the County SPLOST Fund and each Municipal SPLOST fund shall be audited annually by an independent certified public accounting firm ("CPA") in accordance with O.C.G.A. § 48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

B. Each Municipality shall provide to the County Comptroller and the County shall provide to each Municipal Finance Officer no later than 180 days of the close of each Municipality's and County's fiscal year an audited report prepared by the CPA detailing SPLOST expenditures by such party during the preceding year.

C. The County and each Municipality shall comply with the reporting requirements of O.C.G.A. § 48-8-122. Under said provision, not later than 180 days following the close of each fiscal year, the governing authority of each County and Municipality receiving any SPLOST proceeds shall publish annually, in a newspaper of general circulation in the boundaries of such local government, a simple, nontechnical report which shows for each project or purpose in the resolution or ordinance calling for imposition of the tax the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, and amounts expended in the current year. In the case of road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects

and not a separate enumeration of such information with respect to each such individual road, street, or bridge project. The report shall also include a statement of what corrective action the local government intends to implement with respect to each project which is underfunded or behind schedule and any excess proceeds which have not been expended for a project or purpose.

D. In addition to the legal reporting requirements set forth in O.C.G.A. § 48-8-122, each Municipality will provide documentation to the County and the 2028 One Percent Sales Tax Citizens' Oversight Committee annually verifying that its respective municipal projects included in the 2028 SPLOST are being administered in accordance with applicable law and that no SPLOST funds are being utilized for purposes other than those allowed.

E. The County and the Municipalities shall each be responsible for its own compliance with applicable laws and the provisions of this Agreement, and for any agreements, contracts, and expenditures related in any manner to this Agreement and the SPLOST proceeds, and shall indemnify and hold harmless all other parties to this Agreement from any claims, damages, fines or penalties filed, incurred, or assessed related to same.

Section 12. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally, by electronic mail, or sent by registered or certified United States mail, postage prepaid, as follows:

*See
Exhibit
C*

Section 13. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the 2028 SPLOST and services rendered by each party for the benefit of and on behalf of all parties. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said 2028 SPLOST funds.

Section 14. Amendments

Except as provided in Section 8, this Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 15. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 17. Compliance with Law

The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations applicable to the provisions and subject matter hereof.

Section 18. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty herein of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

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

Section 20. Authority to Bind

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

Section 21. Dispute Resolution

A. The County and Municipalities acknowledge that disputes under this Agreement may arise from time to time, and agree that, subject to the other provisions of this Agreement, each shall attempt to resolve such disputes according to the provisions of this Section. The County and Municipalities do not intend to limit the kind of dispute or disagreement arising under this Agreement which may be submitted to the Dispute Resolution procedures set forth in this Section.

B. Request for Clarification: In the event of an issue or question by the County or any Municipality regarding any aspect of this Agreement, the parties involved shall attempt to resolve that issue or answer that question amicably before proceeding to legal remedies. Such resolution efforts shall include communications between the parties outlining the particular issues, proposed solutions, and any other items necessary to resolve the situation. The parties agree that the request for clarification and any responses thereto should be completed no later than 30 calendar days after the request for clarification is made.

C. Escalation: In the event that a request for clarification pursuant to Paragraph B above does not result in a mutually agreeable solution to the dispute, either the County or Municipality shall have the

right to have the other party appoint a designated representative that has authority to settle the dispute (or recommend to its governing body such settlement) and that is at a higher level of management than the person with direct responsibility for administration of this Agreement to communicate with an equal-leveled representative of the requesting party.

D. Mediation: Any claim, controversy or dispute between the County and any Municipality(ies) that cannot be settled through negotiation or pursuant to Paragraph B or C above, may be resolved through non-binding mediation. If the County and Municipality agree to submit the dispute to non-binding mediation, the following mediation provisions shall apply: (1) the parties shall agree to a mediator who is engaged in the practice of law; (2) if the parties cannot agree on who the mediator will be, the County Manager, and the City Manager of the Municipality involved in the dispute, or if there is more than one Municipality involved in the dispute, the City Manager unanimously designated to represent all of said Municipalities, together will agree on a mediator; (3) the mediation shall take place within 30 days after agreement on the mediator; and (4) each party participating in the mediation shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the mediator.

E. Alternative Remedies: Notwithstanding the provisions of this Section, any party may seek any available remedy at law or equity upon a breach of this Agreement, and nothing contained herein shall be a prerequisite to seeking such relief.

F. Waiver: The exercise of any of the remedies set forth in this Section shall not limit or constitute a waiver of the County's or Municipalities' rights to pursue additional remedies set forth herein, except where otherwise agreed to in writing.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

COBB COUNTY, a political subdivision of the State of Georgia

By: _____
Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

Attest:

By: _____
Pamela L. Mabry, Clerk
Cobb County Board of Commissioners

SEAL

CITY OF ACWORTH, a municipal corporation of the State of Georgia

By: _____
Tommy Allegood, Mayor

Attest:

By: _____
Regina Russell, City Clerk

SEAL

CITY OF AUSTELL, a municipal corporation of the State of Georgia

By: _____
Ollie Clemons, Jr., Mayor

Attest:

By: _____
Ingrid Sanders, City Clerk

SEAL

CITY OF KENNESAW, a municipal corporation of the State of Georgia

By: _____
Derek Easterling, Mayor

Attest:

By: _____
Nick Simpson, Deputy City Clerk

SEAL

CITY OF MABLETON, a municipal corporation of the State of Georgia

By: _____
Michael Owens, Mayor

Attest:

By: _____
Susan Hiott, City Clerk

SEAL

CITY OF MARIETTA, a municipal corporation of the State of Georgia

By: _____
R. Steve Tumlin Jr., Mayor

Attest:

By: _____
Stephanie Guy, City Clerk

SEAL

CITY OF POWDER SPRINGS, a municipal corporation of the State of Georgia

By: _____
Al Thurman, Mayor

Attest:

By: _____
Kelly Axt, City Clerk

SEAL

CITY OF SMYRNA, a municipal corporation of the State of Georgia

By: _____
Derek Norton, Mayor

Attest:

By: _____
Heather K. Peacon-Corn, City Clerk

SEAL

EXHIBIT A



Investing in Cobb's Future

SPLOST

Renewal 2028

TRANSPORTATION

- PUBLIC SAFETY • PARKS
- LIBRARIES • FACILITIES
- TECHNOLOGY

Remember to Vote on November 3, 2026



**CENTRAL AQUATIC
CENTER REPLACEMENT**



**FIRE STATION
REPLACEMENTS**



**NEW STATE COURTHOUSE
BUILDING**



**TIM D. LEE SENIOR
CENTER EXPANSION**



**NEW EAST COBB
LIBRARY**



**PEDESTRIAN SAFETY
& SIDEWALKS**



**DISTRICT 4 RECREATION
CENTER**



**ROADWAY
RESURFACING**

Cobb County's Board of Commissioners has approved a referendum for a one-cent special purpose local option sales tax (SPLOST) that will fund facilities, technology, public services, public safety and transportation. If approved by the voters on November 3, 2026 the tax will be collected from January 1, 2028 to December 31, 2033.

**This is an official publication of the
Cobb County Board of Commissioners**

Lisa Cupid, Chairwoman
Keli Gambrill, District One
Erick Allen, District Two
JoAnn Birrell, District Three
Monique Sheffield, District Four

Dr. Jackie R. McMorris, County Manager

A VOTER APPROVED 1% LOCAL SALES TAX WILL PROVIDE FUNDING TO:

- Roadway resurfacing
- Add new trails & construct sidewalks
- Upgrade county technology, data systems, and automation to improve efficiency, security, and access
- Construct new, modern aquatic facility to replace Central Aquatic Center
- Expansion of Tim D. Lee Senior Center to meet growing demand
- Two new fire stations to replace aging infrastructure

www.cobbcounty.gov/splost

TABLE OF CONTENTS

COBB 2028 SPLOST RENEWAL OVERVIEW	4
1. COUNTYWIDE IMPROVEMENTS	6
1.1 New State Court Building	6
2. SHERIFF'S DEPARTMENT	7
3. PUBLIC SAFETY	8
3.1 Police Precinct Renovations	8
3.2 Fire Department	8
3.3 E-911 (800MHz Division)	8
4. TRANSPORTATION	10
4.1 Roadway Resurfacing	10
4.2 Bridges and Culverts	10
4.3 Drainage System	11
4.4 Operational & Safety Improvements	11
4.5 School Zone Improvements & Traffic Calming	13
4.6 Traffic Management, Transportation Technology, Equipment and Planning	13
4.7 Transit Capital Improvements	15
4.8 Pedestrian Improvements	15
4.9 CID Improvements	16
4.10 Federal/State/Local Match Improvements	17
5. PUBLIC SERVICES	18
5.1 Libraries	18
5.2 PARKS Renovations, Additions, Improvements & Equipment	18
5.3 PARKS Technology, Life Safety & Security Improvements	19
5.4 PARKS Building Renovations & Improvements	19
5.5 PARKS Synthetic Turf Conversion & Replacement	20
5.6 PARKS Mechanical System Replacement	20
5.7 PARKS Paving	21
5.8 PARKS Subsurface Infrastructure	21
5.9 Park Amenities & Facility Signage (Countywide)	22

5.10	Senior Services	22
5.11	Sustainability Project	22
6.	Support services	23
6.1	Enterprise Systems & Data Modernization	23
6.2	Cybersecurity	23
6.3	Citizen Engagement & Digital Services	23
6.4	Facility Condition Assessment Report (FCAR) Maintenance	24
6.5	Facilities Management	24
6.6	Existing State Court Renovation	24
APPENDIX A – CITY PROJECTS		25
CITY SPLOST ALLOCATIONS		25
Acworth		26
Austell		27
Kennesaw		29
Mableton		31
Marietta		32
Powder Springs		35
Smyrna		36

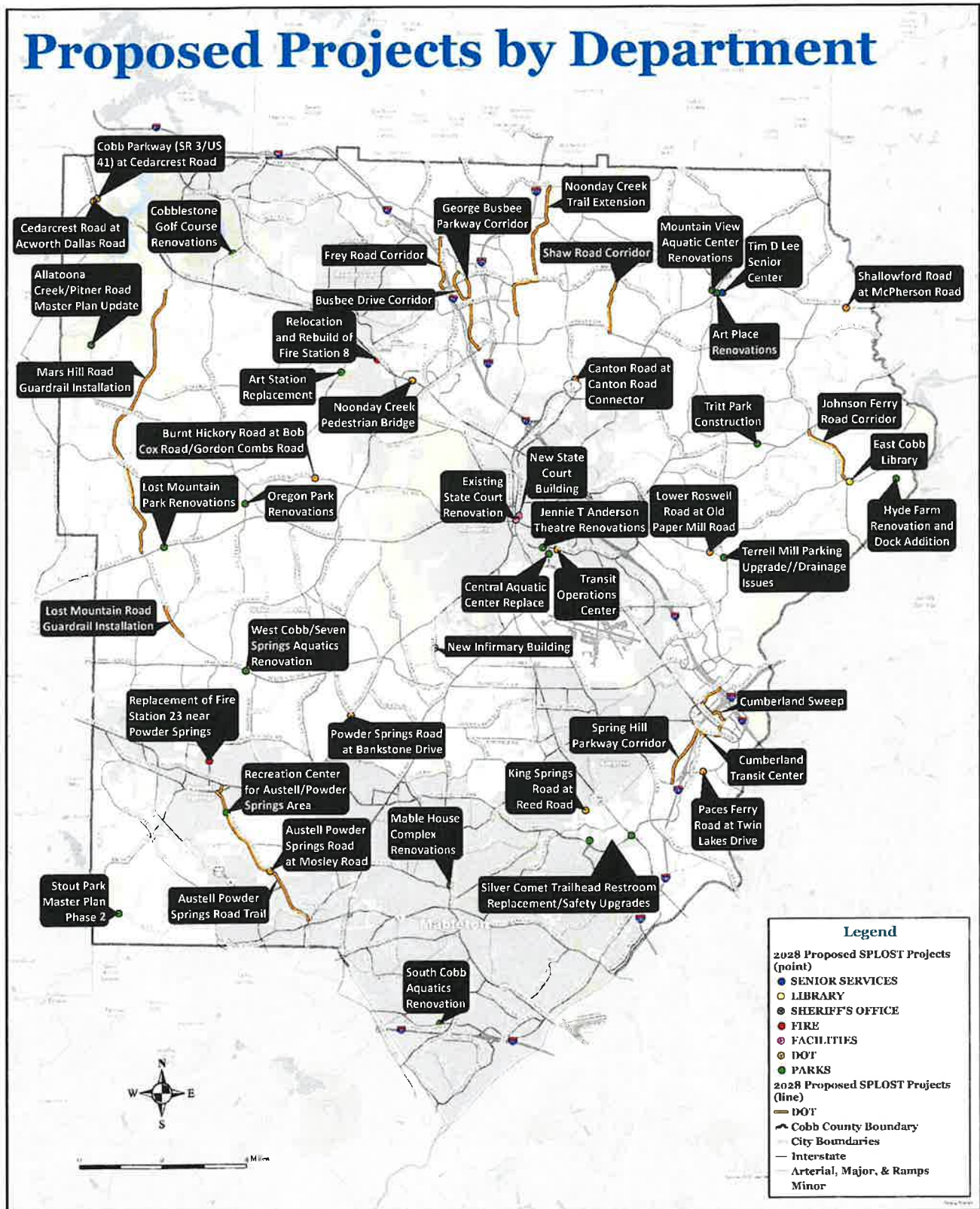
COBB 2028 SPLOST RENEWAL OVERVIEW

This document outlines Cobb County's 2028 Special Purpose Local Option Sales Tax (SPLOST) Renewal program. It briefly describes the purpose of each capital improvement and the anticipated corresponding funding. The SPLOST Renewal Program has been developed to address the immediate public safety, transportation, public services (parks, libraries, solid waste and senior centers) and support services (facilities and technology) need that affect the future of Cobb County. If approved by Cobb County voters in November 2026, SPLOST sales tax collection for this program will begin on January 1, 2028, and end on December 31, 2033.

Projected SPLOST collection over six years: \$1.2 billion

Tier 1 Projects		Estimated Costs
1	Countywide Projects	\$ 174,000,000.00
2	Sheriff's Office	\$ 60,000,000.00
4	Public Safety	\$ 50,800,000.00
5	Transportation	\$ 309,197,563.00
6	Public Services (Libraries, PARKS & Senior Services)	\$144,804,000.00
7	Support Services (Information Technology Services & Facilities Management)	\$ 55,700,000.00
8	City SPLOST Allocation	\$ 355,498,436.90

The map below shows the “mappable” County projects with defined geographic locations and provides a holistic view of their distribution across the county. The subsequent sections of this booklet briefly describe each capital improvement along with the *anticipated* funding allocation.



1. COUNTYWIDE IMPROVEMENTS

Total Estimated Project Costs: \$ 174,000,000

Countywide improvements include capital project(s) for the use or benefit of the citizens of the entire county, including residents of the seven cities located within the county.

1.1 New State Court Building

District	Project	Estimated Total Cost
ALL	New State Court Building	\$ 174,000,000

Project Description & Justification

This project is to construct a new, estimated seven story, 229,000SF building on existing Cobb County property. This new building will replace the existing 1995 building and will provide adequate and additional jury courtrooms, jury deliberation rooms and associated staff areas to support this high-volume court. Court Security deficiencies will be addressed that include inadequate number of holding cells, inadequate atrium screening space, insecure hallways that are not designed as inmate only area (meaning Judges, court staff, and inmates share the same hallway), and a lack of secure parking for elected Judges.

2. SHERIFF'S DEPARTMENT

Total Estimated Project Costs: \$ 60,000,000

District	Project	Estimated Project Cost
ALL	Facility Construction, Renovation, and Improvements	\$ 60,000,000

Project Description & Justification

SPLOST funds will be used to design, construct, equip and complete a new Infirmary Building and related improvements for the Cobb County Adult Detention Center. The proposed Infirmary Building will provide a dedicated, secure medical facility designed specifically for correctional healthcare. The project will support medical observation, mental health stabilization, detoxification monitoring, and other necessary clinical services that cannot currently be provided within the existing jail infrastructure. To ensure the County retains appropriate flexibility, the project scope includes not only new construction, but also interior build-out and upgrades/renovations to existing spaces as needed to support correctional healthcare operations. Eligible uses include, as applicable, interior improvements, building systems, security and safety features, medical and clinical equipment, furnishings, technology, and other related site and facility improvements necessary to complete and support the infirmary and associated healthcare functions.

3. PUBLIC SAFETY

Total Estimated Project Costs: \$ 50,800,000

Cobb County Department of Public Safety provides 911 services, animal services, emergency management services, and police and fire assistance to residents throughout the county.

Key steps to improve the effectiveness, safety and efficiency of the Cobb County Department of Public Safety include:

- Improving facilities to provide adequate workspace, consolidation of processes, consolidation of workforce, energy efficiency and technological improvements.
- Implementing new technologies to enhance communication, improve processes both internally and for the citizens served, and to ensure reliable service delivery.
- Allocation and deployment of resources to sustain the response capability throughout the county.

3.1 Police Precinct Renovations

District	Project	Estimated Project Cost
ALL	Renovations to Police Precincts	\$ 3,000,000

Project Description & Justification

SPLOST funds will be used to renovate the interior and exteriors of existing police precincts.

3.2 Fire Department

District	Project	Estimated Project Cost
1,4	Replacement or New Stations	\$ 30,800,000

Project Description & Justification

SPLOST funds will be used to build a new station or replace a station in District 1 and one station in District 4. The new stations will include more bay space for additional equipment, upgraded technology and equipment to meet the department's goals of minimizing the spread of and exposure to residential carcinogens, enhancing firefighter health and wellness, and improve overall emergency response capacity.

3.3 E-911 (800MHz Division)

District	Project	Estimated Project Cost
ALL	E-911 (800MHz Division) Countywide Improvements	\$ 17,000,000

Project Description

SPLOST funds will be used to modernize Cobb County's radio infrastructure by replacing aging, end of life components that support communications for over 7,000 users across public safety and essential services. The scope includes transmitter replacements, dispatch console upgrades, monitoring system improvements, and infrastructure enhancements to ensure continued reliability, system capacity and long-term functionality.

Project Justification

Many critical components of the current radio system are nearing end of life and will soon be unsupported or unable to meet future operational needs. Proactive investment is necessary to prevent system degradation, maintain uninterrupted communication during emergencies, and ensure seamless coordination among all agencies that rely on the system to protect the community.

District	Project Type	Estimated Project Cost
ALL	Virtualized Simulcast Prime Site and GEO Prime Site	\$ 3,000,000
ALL	MC- Edge Remote Terminal Unit	\$ 600,000
ALL	AXS Dispatch Console Replacement	\$ 6,000,000
ALL	Software Upgrade Agreement (SUA)	\$ 7,000,000
ALL	Truist Bi-Directional Amplifier (BDA) and Distributed Antenna System (DAS)	\$ 400,000

4. TRANSPORTATION

Total Estimated Project Costs: \$ 309,197,563

4.1 Roadway Resurfacing

District	Project	Estimated Project Cost
All	Roadway Resurfacing	\$ 130,147,563

Project Description

SPLOST funds will be used for resurfacing activities, including milling, patching, leveling, ADA ramp upgrades and resurfacing of various roadways throughout the county.

Project Justification

The county maintains approximately 2,398 miles of roadway within the unincorporated area that deteriorates over time due to exposure to traffic and weather. Timely resurfacing prevents pavement failures, which result in more expense in the future.

Cobb DOT prioritizes resurfacing activities based on the condition of the roadway surface. Utility work and projects planned by Cobb DOT, Cobb County Water System, Cobb County-Marietta Water Authority, and other local or regional entities are also considered. A prioritized list of roads will be presented annually to the Cobb County Board of Commissioners for approval and implementation.

In addition, the Georgia Department of Transportation typically provides annual grant funding annually for local maintenance improvements. SPLOST funds allocated for roadway resurfacing will be used as matching funds for these grants, as approved by the Board of Commissioners. Typically, the county is required to provide a 30- percent match.

4.2 Bridges and Culverts

District	Project	Estimated Project Cost
ALL	Bridges & Culverts	\$ 5,000,000

Project Description

SPLOST funding for bridges and culverts will fund activities to repair, rehabilitate, and replace bridges and culvert structures.

Project Justification

Both bridges and culverts are used to provide vehicular and pedestrian travel over roadways, railroads, and streams. Several factors can contribute to the deterioration of these structures such as traffic volume, improper drainage, environmental factors, and weather conditions.

Bridges are inspected biennially by the Georgia Department of Transportation and assigned sufficiency ratings ranging from 0 to 100, and corrective actions are sometimes recommended. Smaller structures are evaluated by Cobb DOT staff for deficiencies. If deficiencies are not corrected, bridges with low sufficiency ratings will continue to deteriorate, requiring weight restrictions and potential closures.

4.3 Drainage System

District	Project	Estimated Project Cost
ALL	Drainage System	\$ 25,000,000

Project Description

SPLOST funding for drainage system improvements will provide for the repair and replacement of existing drainage facilities within the county right-of-way and other watershed improvements.

Project Justification

Proper roadway stormwater drainage is essential to keep roads safe for the traveling public and to extend the lifespan of the county's roads and bridges. When it rains, the roadway drainage network directs stormwater into appropriate ditches, channels, and pipe systems that flow to natural streams and rivers.

Deteriorating and aging infrastructure can lead to a multitude of problems including:

- Ponding of water on roadways
- Sinkholes that damage roadway pavement and shoulders
- Localized flooding
- Erosion and sedimentation of sensitive waterways

Activities will be undertaken to address site-specific drainage issues, which may include one or more of the following: replacing failing pipes and headwalls, replacing failing catch basins, redefining drainage ditches, pipe lining and other site-specific treatments. Additionally, Sope Creek Watershed Improvements will provide funding to address flooding and stormwater runoff within the Sope Creek Watershed. Specific projects may include, but are not exclusive to, one or more of the following: watershed analysis, Columns Dr over Sope Creek bridge enhancements, floodplain acquisition, offline regional detention facility, stream bank restoration, and other public stormwater improvements within the watershed.

District	Type	Estimated Project Cost
ALL	Drainage System	\$ 22,000,000
3	Sope Creek Watershed Improvements	\$ 3,000,000

4.4 Operational & Safety Improvements

District	Project	Estimated Project Cost
ALL	Operational & Safety Improvements	\$ 48,000,000

Project Description

SPLOST funds will be used to make operational and safety improvements at intersections and corridors throughout the county.

Project Justification

Locations for operational and safety improvements have been identified using guidelines and recommendations set forth in the county's Safety Action Plan, Comprehensive Transportation Plan, and traffic engineering studies. Improvement types will be determined based on site-specific conditions, traffic patterns, crash history, economic analysis, and public input. Improvement types include, but are not limited to, signalization, roundabout construction, roadway realignment (vertical and/or horizontal), raised median construction, addition of turn lanes, pedestrian improvements, and striping modifications. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Location	Estimated Project Cost
1	Burnt Hickory Road at Bob Cox/Gordon Combs Intersection Improvements	\$ 6,000,000
2	Spring Hill Parkway Corridor Improvements	\$ 4,500,000
3	Shallowford Road at McPherson Road Intersection Improvements	\$ 3,500,000
4	King Springs Road at Reed Road Intersection Improvements	\$ 3,000,000
1	Mars Hill Road Corridor Improvements	\$ 2,200,000
2	Paces Ferry Road at Twin Lakes Drive Intersection Improvements	\$ 3,000,000
3	Canton Road at Canton Road Connector	\$ 6,000,000
4	Austell Powder Springs Road at Mosley Road Intersection Improvements	\$ 1,500,000
3	Lower Roswell Road at Old Papermill Road Intersection Improvements	\$ 1,500,000
4	Powder Springs Road at Bankstone Drive Intersection Improvements	\$ 800,000
1	Frey Road Corridor Improvements	\$ 1,500,000
2	Busbee Drive Corridor Improvements	\$ 3,000,000
3	Shaw Road Corridor Improvements	\$ 2,500,000
3	Johnson Ferry Road Corridor Improvements	\$ 2,500,000
1	Cedarcrest Road at Acworth Dallas Road Intersection Improvements	\$ 500,000
1	Cobb Parkway at Cedarcrest Road Intersection Improvements	\$ 1,000,000
ALL	Additional Safety & Operational Improvements (Locations to be identified)	\$ 5,000,000

4.5 School Zone Improvements & Traffic Calming

District	Project	Estimated Project Cost
ALL	School Zone Improvements	\$ 4,000,000
ALL	Traffic Calming Improvements	\$ 2,000,000

Project Description

SPLOST funding for School Zone improvements will be used for off-campus projects to improve the safety and operational movements of vehicular and pedestrian traffic in and near school zones.

SPLOST funding for Traffic Calming Improvements will be used to modify the road to encourage slower and safer vehicle speeds.

Project Justification

The Cobb County School District (CCSD) is the second largest school system in Georgia serving 103,283 students in 112 schools. As the county has grown considerably over the years, vehicular and pedestrian traffic volumes have increased on roadways in school zones 20 and on school campuses, creating the need for school access safety and operational improvements. On-campus improvements are funded by the CCSD, and off-campus improvements are the responsibility of Cobb DOT. SPLOST funding for school zone improvements will fund activities including but not limited to, horizontal and vertical alignment improvements, sight distance improvements, lane widening, turn lane additions, traffic signal or roundabout additions, roadway shoulders and clear zone improvements on public roads in school access areas as well as pedestrian safety improvements, such as the addition of sidewalks in the public right-of-way. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

The Board of Commissioners have approved a Traffic Calming Policy to define a process for the installation of traffic calming measures on Cobb County roadways. The Traffic Calming Improvements project is intended to fund improvements through the Traffic Calming Policy. Improvements include, but are not exclusive to, speed humps, dynamic speed display signs, median islands, chicanes, roundabouts, speed cushions, and other physical improvements intended to calm high speeds.

4.6 Traffic Management, Transportation Technology, Equipment and Planning

District	Project	Estimated Project Cost
ALL	Traffic Management, Transportation Technology, Equipment and Planning	\$ 19,000,000

Project Description

SPLOST funding for Traffic Management, Transportation Technology, Equipment and Planning will be used to replace and upgrade the county's traffic signal infrastructure, install traffic signals at locations that satisfy traffic signal warrant(s) as established in the current version of the Manual on Uniform Traffic Control Devices, optimize the operations of the traffic system, improve the county's transportation technology systems, and develop long- and short-term planning strategies.

Project Justification

Traffic signal systems include a variety of equipment and infrastructure that supports the safe and efficient flow of traffic including:

- poles and mast-arms
- signal heads
- signs
- controller cabinets and associated electronics/hardware
- traffic detector equipment (i.e. in-ground metal-sensing loops, overhead fixed cameras, etc.)
- changeable message signs (CMS)
- uninterrupted power supplies (UPS)
- software and server updates essential to communications and system back up

Signals and the associated electronics are exposed to harsh weather, and some support poles are reaching the end of useful life. In addition, controller failures, deficient cabinet or signal wiring, short circuits, lightning strikes, roadway maintenance or utility activities, damage resulting from vehicle contact, and time contribute to the deterioration of the traffic signal system infrastructure. In addition, financial and environmental constraints make it more desirable and practical to relieve congestion and achieve mobility goals by traffic management and technology improvements rather than exclusively expanding the thoroughfare system through widening existing streets and adding new roads. Cobb DOT uses Advanced Transportation Management Systems (ATMS), Incident Management Systems, Integrated Corridor Management, Traffic Signal Timing, and other technologies, such as Geographic Information Systems (GIS), Program/Project/Contract management system (ProjectView), and a transportation management system (Cartegraph) to optimize the capacity and operation of the existing transportation system.

Traffic Management, Transportation Technology, Equipment and Planning provides funding for the technology systems, equipment, and services that support Cobb DOT in smarter transportation and traffic management. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Project Type	Estimated Project Cost
ALL	Installation of New Traffic Signals	\$ 4,000,000
ALL	Traffic Controller Replacement	\$ 1,750,000
ALL	School Flasher Control System Replacement	\$ 350,000
ALL	Traffic Signal Rebuilds	\$ 2,000,000
ALL	Signal Equipment Replacements and Upgrades	\$ 1,000,000
ALL	Replace Field Switches	\$ 1,500,000
ALL	CCTV Camera Replacement and Installation	\$ 500,000
ALL	Vehicle Detection Replacement	\$ 1,000,000
ALL	Comprehensive Transportation Plan 2060	\$ 500,000
ALL	Connected Vehicle Program	\$ 500,000
ALL	Transportation Planning Studies	\$ 1,000,000
ALL	Signal Timing Improvement	\$ 1,000,000
ALL	TMC Applications	\$ 300,000

ALL	Fiber Asset Management	\$ 250,000
ALL	Pedestrian Crossing Upgrades	\$ 500,000
ALL	Adaptive Traffic Signal System Upgrade	\$ 1,500,000
ALL	Safety Action Plan 2033 Update	\$ 350,000
ALL	Road Maintenance Equipment	\$1,000,000

4.7 Transit Capital Improvements

District	Project	Estimated Project Cost
ALL	Transit Capital Improvements	\$ 13,250,000

Project Description

SPLOST funding for Transit Capital Improvements will be used to upgrade the county's transit facilities to improve the operation and reliability of CobbLinc.

Project Justification

With the existing Cumberland Transfer Center (CTC) exceeding its useful life and capacity, the CTC is being evaluated for relocation to a new site. The new facility will have capacity to support future transit expansion for the county's system as well as neighboring systems (i.e. MARTA and SRTA), support dedicated parking infrastructure that does not exist today and continue to support and provide vital access to the growing Cumberland area.

District	Project	Estimated Project Cost
2	Cumberland Transit Center	\$ 10,000,000
ALL	Transit Operation Center	\$ 2,500,000
ALL	Transit Stop Lighting	\$ 750,000

4.8 Pedestrian Improvements

District	Project	Estimated Project Cost
ALL	Pedestrian Improvements	\$ 28,000,000

Project Description

SPLOST funding for pedestrian improvements will provide construction of sidewalks and other pedestrian improvements, including pedestrian bridges, along roadways in the vicinity of schools, activity centers, multimodal facilities, and other congested areas.

Project Justification

Cobb's pedestrian facilities provide safe transportation alternatives to the automobile while providing access to major activity centers, schools, parks, trails, transit stops and stations, commercial centers, shopping, and other public services.

Locations for sidewalk improvements are identified by analyzing the inventory of existing sidewalks and pedestrian facilities, and projects are prioritized based on the following factors:

- Federal and state funding availability, including the Safe Routes to Schools Program
- Providing safe access to schools (local funding)
- Filling in gaps of existing sidewalk segments
- Recommended in the Cobb Bicycle and Pedestrian Improvement Plan (BPIP)
- Community requests
- Providing connectivity and access to bus stops, activity centers, and community facilities

Depending upon costs and funding availability, sidewalk improvements may include, but not be limited to, improving, designing, and constructing sidewalks, trails, and pedestrian and bike paths along roadways, and/or the installation of pedestrian safety devices as needed, such as stamped and colorized crosswalks, flashing beacons for crosswalks, ADA compliant elements, pedestrian signage, pedestrian countdown timers, and other safety equipment. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Project	Estimated Project Cost
3	Noonday Creek Trail Extension	\$ 5,000,000
4	Austell – Powder Springs Road Trail	\$ 5,000,000
ALL	Sidewalks	\$18,000,000

4.9 CID Improvements

District	Project	Estimated Total Cost
1,2	CID Improvements	\$ 9,800,000

Project Description

SPLOST funding for CID Improvements will be used to fund transportation infrastructure improvements within the Cumberland and Town Center Community Improvement Districts.

Project Justification

Cumberland and Town Center Community Improvement Districts regularly partner with Cobb DOT to improve the safety, effectiveness, and efficiency of the transportation system for all modes of travel. The following is a list of potential projects within the CIDs for which this SPLOST funding may be used. Additional projects may be identified jointly by CID and DOT. In addition, Cobb DOT will seek to leverage SPLOST dollars whenever possible as matching funds for federal, state, and local grants.

District	Project	Estimated Project Cost
2	George Busbee Parkway Corridor Improvements	\$ 2,545,000
1	Noonday Creek Trail Pedestrian Bridge over US41	\$ 2,355,000
2	Cumberland Sweep	\$ 4,900,000

4.10 Federal/State/Local Match Improvements

District	Project	Estimated Project Cost
ALL	Federal/State/Local Match Improvements – project allocations to be determined	\$ 25,000,000

Description

SPLOST funding for the Federal/State/Local Match Improvements will be used to leverage available matching funds to deliver key operational and safety improvements to the county's transportation system.

Project Justification

Transportation grants and programs generally require a certain percentage of local matching funds. Georgia law allows the use of SPLOST Funds as matching funds. DOT maintains a list of potential projects for which SPLOST funding may be leveraged to receive additional funding from other sources, including federal, state, and other local agencies, pending approval by the Board of Commissioners.

5. PUBLIC SERVICES

Total Estimated Project Costs: \$ 144,804,000

5.1 Libraries

District	Project	Estimated Project Cost
3	Construct New East Cobb Library	\$ 20,000,000

Project Description & Justification

SPLOST funding request to purchase property and construct a new library in East Cobb. The current East Cobb Library is the second highest circulating library in the Cobb County Library System. Over 132,000 patrons visited the library in 2024. Currently, the County pays \$400,000 annually, plus utilities, repairs, and maintenance for the lease of a 16,864SF retail space, adaptively used as East Cobb Library. The library sits in the Parkaire Landing Shopping Center at the intersection of Johnson Ferry and Lower Roswell Roads. Costs related to the lease of this space have increased exponentially throughout the span of the lease. To better serve the community today and into the future, a new facility is needed. To meet the needs of future growth, this facility is proposed at 28,000 sq. ft.

5.2 PARKS Renovations, Additions, Improvements & Equipment

District	Project	Estimated Project Cost
ALL	Park Renovations, Additions, Improvements, and Equipment	\$91,900,000

Project Description & Justification

SPLOST funding will provide for renovations, improvements, additions to, and equipping of existing facilities for the purpose of expanding and efficiently delivering Parks and Recreation programs to county residents. The replacement of the Arts Station, Central Aquatic Center and the addition of a new Recreation/Community Center in the Austell/Powder Springs Area is included. Depending upon costs and funding availability, other improvements may include, but not be limited to, fencing, pool renovations, updated infrastructure, exterior and interior design, landscaping and hard and soft-surface trails. Locations identified for renovations/additions include:

- Indoor Track
- Art Station Replacement
- Art Place Renovations
- Mable House Complex Renovations
- Lost Mountain Park Renovations
- Tritt Park Acquisition and Construction
- Stout Park Renovations
- Jennie T. Anderson Theater Renovations
- New Recreation/Community Center
- Hyde Farm Renovations and Dock Addition
- Silver Comet Trailhead Building Renovations
- Terrell Mill Park Renovations
- Cobblestone Golf Course Renovations
- Aquatic Center Renovations
- County-wide as needed

5.3 PARKS Technology, Life Safety & Security Improvements

District	Project	Estimated Project Cost
All	Parks Technology, Life Safety & Security Improvements	\$ 500,000

Project Description & Justification

SPLOST funding will be used for the installation or upgrade of technological features that will improve communication, recordkeeping, and safety for visitors and staff as well as security improvements to protect the county's investments in its park system. Examples include the installation of security cameras integrated into the public safety network, enhanced safety features at parks & facilities and better audio/visual enhancements.

- Silver Comet Trail
- Nickajack Park
- Sweat Mountain Park
- Milford Park
- Bob Callan Trail
- Nickajack Creek Trail
- Harrison Park
- County-wide as needed

5.4 PARKS Building Renovations & Improvements

District	Project	Estimated Project Cost
All	Parks Building Renovations & Improvements	\$ 5,000,000

Project Description & Justification

SPLOST funding will be used to renovate or upgrade structures that have reached their intended service life and have not been sufficiently addressed by past funding. Examples include replacing roofs, siding, flooring and other building interior and exterior building based on public input. Other improvements could include adding shade structures at centers and playgrounds and/or constructing additional restroom capacity in more remote areas of certain parks. Locations identified for renovations and improvements include:

- Nickajack Park
- Silver Comet Trail
- Mable House Complex
- Lost Mountain
- Ron Anderson Community Center
- Big Shanty Park
- Wildhorse Creek Park
- Jennie T. Anderson Theater
- Thompson Park
- County-wide as needed

5.5 PARKS Synthetic Turf Conversion & Replacement

District	Project	Estimated Project Cost
ALL	Parks Synthetic Turf Conversion & Replacement	\$ 8,000,000

Project Description & Justification

The conversion and replacement to synthetic turf at Cobb's athletic fields has been a resounding success as indicated by soccer, football, lacrosse, softball and baseball user groups. Extended life cycle, safety and playability, decreased maintenance costs, and the local economic impacts of tournament play are all advantages of synthetic turf over traditional bermuda grass fields. The expected service life of the synthetic turf carpet under heavy use is eight to 10 years. Locations identified for synthetic turf conversion and replacement include:

- Big Shanty Park
- Hurt Road Park
- Fair Oaks Park
- Lost Mountain Park
- Fullers Park
- Harrison Park
- Kennworth Park
- Mud Creek Complex
- County-wide as needed

5.6 PARKS Mechanical System Replacement

District	Project	Estimated Project Cost
All	Parks Mechanical System Replacement	\$ 2,500,000

Project Description & Justification

PARKS is responsible for well over 100 heated and air-conditioned buildings of various sizes. SPLOST funding will replace end of life HVAC systems, electrical wiring, fire safety & security panels and plumbing. LED light conversions and aquatic center filtrations and pump rooms across the county will also be enhanced with newer, more efficient systems. Proper efficiencies of these sophisticated systems are essential to the operation of these very heavily used facilities, with respect to the comfort of the users, and the longevity of the buildings themselves. Failure to replace these systems when needed could potentially result in the extended closure of these facilities.

- Windy Hill Community Center
- Mable House Complex
- Larry Bell/Civic Center Complex
- Aquatic Centers
- County-wide as needed

5.7 PARKS Paving

District	Project	Estimated Project Cost
All	Parks Paving & Concrete	\$ 1,500,000

Project Description & Justification

Resurfacing of access roadways and parking lots is an ongoing need in the county's park system. Adding new parking capacity is also a common request from user groups and park visitors.

The county recently established a paving program for parks intended to maintain the quality of paved surfaces, to avoid more expensive repairs in the future, and to identify certain park trails and sidewalks that will benefit from reconstruction or fortification with concrete or crushed slate materials.

SPLOST funding will be used for resurfacing and paving activities at the locations listed below as well as replacing and restriping surfaces at other park locations countywide as needed.

- Wildhorse Park
- Jim R. Miller Park
- Hurt Road Park
- Oregon Park
- Clarkdale Park
- Fullers Park
- Kennworth Park
- County-wide as needed

5.8 PARKS Subsurface Infrastructure

District	Project	Estimated Project Cost
All	Parks Subsurface Infrastructure (Countywide)	\$ 3,000,000

Project Description & Justification

The Cobb County PARKS system was established in 1966 and has continued to expand over the years. Much of the subsurface infrastructure installed throughout this time has reached or exceeded its reasonable service life and failures can occur suddenly. These systems include sanitary sewer, stormwater management, potable water, irrigation, and fire protection piping. Aging systems will be replaced before failures or continued system deterioration lead to larger issues.

SPLOST funding will be used to replace aging subsurface infrastructure systems throughout the county.

- Shaw Park
- Oregon Park
- Lost Mountain Park
- Cobb Civic Center
- Al Bishop Complex
- Clarkdale Park
- Fullers Park
- Kennworth Park
- Wildhorse Creek
- County-wide as needed

5.9 Park Amenities & Facility Signage (Countywide)

District	Project	Estimated Project Cost
All	Park Amenities & Facility Signage (County-wide)	\$ 500,000

Project Description & Justification

SPLOST funding will be used to add or replace standardized signage, shade structures, trash receptacles, benches, picnic tables, and general park amenities as needed countywide.

- Milford Park
- Pitner Road Park
- Mud Creek Complex
- Hubert Complex
- Oregon Park
- Nickajack Park
- Trolley Line Park
- County-wide as needed

5.10 Senior Services

District	Project	Estimated Total Cost
3	Tim D. Lee Senior Center Expansion	\$ 8,204,000

Project Description & Justification

The Tim D. Lee Senior Center is the Cobb County Senior Services' busiest and oldest location, serving a rapidly growing population of residents age 55 and older. Demand for programs and services has increased significantly in recent years, resulting in full classes and long waitlists. With participation rising sharply and Cobb County's senior population continuing to grow, expanding the center is essential to ensure seniors can continue to access the programs, services, and social opportunities that support healthy, active aging.

The proposed addition to the Tim D Lee Senior Center includes an expanded arts classroom, a new large activity room, additional restrooms, and a second large multipurpose room. The addition of a second multipurpose room also allows programming to continue during early voting. Currently when the multipurpose room is in use for elections, regular programming in that room has to be canceled, as there is no alternate space available at Tim D Lee.

5.11 Sustainability Project

District	Project	Estimated Total Cost
2	Solid Waste Transfer Station Realignment	\$ 3,700,000

Project Description & Justification

SPLOST funds will be used to improve traffic flow at the solid waste transfer station to improve safety and traffic flow on County Services Parkway with respect to the transfer station. Improvements considered will include renovation or relocation.

6. SUPPORT SERVICES

Total Estimated Project Costs: \$ 55,700,000

6.1 Enterprise Systems & Data Modernization

District	Project	Estimated Project Cost
All	Enterprise Systems and Data Modernization Upgrades	\$ 17,000,000

Project Description & Justification

SPLOST funds will be used to upgrade the county's technology infrastructure to improve reliability, security, and access to services. Key initiatives include refreshing critical data center equipment, replacing outdated audio/visual systems and migrating important platforms like GIS mapping and facilities management to the cloud for better performance and accessibility. Advanced tools will be implemented for managing county data, introducing intelligent automation to streamline processes and digitize records for easier retrieval. These improvements will make county operations more efficient and provide residents with faster, more convenient access to information and services.

6.2 Cybersecurity

District	Project	Estimated Project Cost
All	Cybersecurity Updates	\$ 8,000,000

Project Description & Justification

SPLOST funds will be used to enhance Cobb County's already robust cybersecurity program through targeted investments that strengthen resilience and support operational continuity. Planned improvements include upgrades to enterprise backup systems to help ensure data integrity, deployment of advanced monitoring solutions for more proactive threat detection and response, and enhanced security within data center environments. These investments will help the County stay ahead of emerging risks, protect sensitive information, and maintain secure, uninterrupted services for residents.

6.3 Citizen Engagement & Digital Services

District	Project	Estimated Project Cost
All	Citizen Engagement and Digital Services	\$ 5,000,000

Project Description & Justification

SPLOST funds will be used to provide residents with modern, accessible, and efficient ways to interact with government services. This project enhances our existing digital platforms by improving usability, upgrading customer service systems, and introducing new public-facing tools. These enhancements will expand mobile access and integrate advanced technology to ensure residents can easily obtain information, complete transactions, and engage with county services.

anytime, anywhere. By investing in these improvements, the county is continuing to build a future-ready experience that prioritizes convenience, transparency, and responsiveness for the community.

6.4 Facility Condition Assessment Report (FCAR) Maintenance

District	Project	Estimated Total Cost
ALL	FCAR Maintenance Items	\$ 15,000,000

Project Description & Justification

SPLOST Funds will be used for upgrades and replacement of building systems and equipment (such as roofs, HVAC, electrical, plumbing, life safety systems, sidewalks, parking lots, etc.) based on the ongoing Facility Condition Assessments of our Cobb County facilities. Estimated total cost is based on a six-year capital replacement outlook from the assessments.

6.5 Facilities Management

District	Project	Estimated Total Cost
ALL	Facilities Management	\$ 8,000,000

Project Description & Justification

SPLOST funds will be used for upgrades and renovations to existing county-owned facilities such as courthouses and other public buildings. Updates and renovations include, but are not limited to, improvements such as safety and emergency equipment, interior rehabilitations and exterior revitalizations.

6.6 Existing State Court Renovation

District	Project	Estimated Total Cost
ALL	Design Fee for Existing State Court Renovation	\$ 2,700,000

Project Description & Justification

This SPLOST funding request is for the design of the renovation of the existing 1995 State Court Building. This will provide an accurate renovation cost for this building, to be included in the proposed 2034 SPLOST submission. This would allow the renovation of the existing State Court Building to start as soon as 2034 SPLOST funds are available.

APPENDIX A – CITY PROJECTS

CITY SPLOST ALLOCATIONS

Total Estimated Project Costs: \$ 355,498,436.90

Cobb County has seven municipalities located within its borders: Acworth, Austell, Kennesaw, Marietta, Mableton, Powder Springs, and Smyrna. Cobb County is allocating \$ 355,498,436.90 of SPLOST funding to these municipalities. Each municipality will be allocated a share of the SPLOST proceeds equal to the ratio of the municipality's population relative to the total county population according to the 2021 population estimates by the U.S. Census Bureau. The table below is for informational purposes only. Actual SPLOST proceeds will be disbursed to each municipality in accordance with Section 6 of the Intergovernmental Agreement.

Municipality	Total City Allocation
Acworth	\$ 28,038,042.61
Austell	\$ 10,216,832.17
Kennesaw	\$ 46,771,381.19
Marietta	\$ 78,227,427.76
Mableton	\$ 97,054,953.54
Powder Springs	\$ 24,330,041.22
Smyrna	\$ 70,859,757.88

A list of capital improvement projects selected by each municipality is included in Appendix A to this document. These capital improvement projects are selected by each municipality for specific benefit to the community and are included in their respective work programs.

Acworth

City of Acworth Projects	Estimated Project Cost
Nance Road/Acworth Due West Road/Acworth Summitt Boulevard Corridor Improvements - Phase 1	\$6,508,043
Miscellaneous Paving, Road Infrastructure, and Safety Improvements - Citywide	\$6,750,000
Miscellaneous Sidewalk Improvements - Citywide	\$500,000
New McEver Road Sidewalk (Old McEver Road to Huddlestone Bridge Subdivision)	\$1,100,000
Southside Drive/Hickory Grove Road Sidewalk Phase 1 - (Starting at Old Cowan)	\$1,100,000
Federal, State, and Local Match - Citywide	\$250,000
Police Vehicles	\$1,680,000
Police Technology Improvements (Radios, Body Cameras, In-Car Technology, Real Time Crime Center)	\$750,000
Police Training Facility	\$3,500,000
Multi-Use Trail Development - Citywide	\$750,000
Logan Multi-Use Trail Renovation	\$1,000,000
Cauble Park Improvements	\$1,250,000
Old Hwy 92 Pedestrian Bridge/Overlook Park	\$750,000
Sports Complex Improvements	\$500,000
Historic Downtown Infrastructure and Streetscape Improvements- Phase 1	\$1,000,000
Public Parking Improvements - Citywide	\$500,000
Technology Infrastructure Improvements - Citywide	\$250,000
City Total	\$28,038,043

Austell

City of Austell Projects – TIER 1	Estimated Project Cost
Public Works – Various Roadway Improvements	
Roadway resurfacing, restriping, curb, and gutter throughout the city	\$1,115,000
Replacement of the roadway drainage system throughout the city	\$62,000
Sidewalks	\$125,000
Public Works – Maintenance Equipment	
Large Leaf Truck	\$325,000
Service vehicles	\$100,000
Public Works – Water Infrastructure and System Improvements	
Replace and upgrade water mains throughout the city and connect water system throughout the city	\$1,000,000
Public Works Total	\$2,727,000
Community Affairs – Various Community Improvements	
Railroad crossing plan and intersection improvements	\$1,000,000
Signage and Wayfinding	\$50,000
Streetscapes	\$100,000
Gateway Signs	\$100,000
Vehicles	\$60,000
Community Affairs Total	\$1,310,000
Parks	
Vehicles – trucks, building maintenance vehicles	\$120,000
Equipment – Chemical storage shed, etc.	\$58,833
Legion Park Courts	\$700,000
Trails, trail improvements	\$100,000
Parks Total	\$978,833
Threadmill – Threadmill Improvements	
Elevators	\$300,000
Windows	\$750,000
Threadmill Total	\$1,050,000
Public Safety (Fire) – Vehicles and Equipment	
Fire engine	\$1,250,000
Items to equip fire truck	\$150,000
Two pick-up trucks	\$120,000
SCBAs	\$361,000
Medical Equipment	\$250,000
Public Safety (Fire) – Fire Facility Upgrade	
Fire facilities renovations and upgrades	\$225,000
Public Safety (Fire) Total	\$2,356,000

Public Safety (Police) – Vehicles	
Patrol cars and equipment	\$1,520,000
Public Safety (Police) – Equipment	
Equipment and technology	\$275,000
Total Public Safety (Police)	\$1,795,000
Teir 1 Projects Grand Total	\$10,216,833

City of Austell Projects – TIER 2	Estimated Project Cost
Community Affairs	
Silent Crossing Implementation	\$1,000,000
Ghost Depot Structure and Safe Pedestrian Plan	\$150,000
Property Acquisition	\$1,000,000
Community Affairs Total	\$2,150,000
Parks	
Equipment – mobile stage, trailer, etc.	\$135,000
Park improvements	\$200,000
Parks Total	\$335,000
Public Works	
Roadway Restriping	\$95,000
Roadway Curb and Gutter	\$75,000
Roadway Drainage System	\$63,000
Sidewalks	\$225,000
Street Signs and Posts	\$60,000
Maintenance Equipment	\$660,000
Upgrade Water Infrastructure System	\$1,000,000
Public Works Total	\$2,178,000
Tier 2 Projects Grand Total	\$4,691,000

Kennesaw

City of Kennesaw Projects – TIER 1	Estimated Project Cost
Sardis St extension and overpass - Elevate the overall performance of the transportation network and strategic re-development of the downtown district and mitigate traffic congestion on Main St and its arteries. Additional efforts include securing essential rights-of-way and conducting coordinated planning with CSX Railroad to ensure effective project progression and long-term transportation predictability.	\$10,500,000
Main St improvements - Improve walkability, pedestrian safety, and roadway crossings in and around Depot Park and the greater downtown Kennesaw area, while elevating the overall streetscape to create a more accessible and cohesive urban environment.	\$3,000,000
Summers St - Improve Summers St and Kennesaw Due West Rd at Cobb Parkway to enhance overall traffic operations and transportation efficiency.	\$2,000,000
Neighborhood improvements - Implement comprehensive neighborhood infrastructure enhancements, including street resurfacing, stormwater system upgrades, and expanded sidewalk connectivity, to strengthen overall safety and quality of life for residents.	\$2,000,000
Depot Park - Establish a pedestrian-friendly zone along Cherokee Street adjacent to the museum and its surrounding area, complemented by the expansion of the Depot Park parking to improve accessibility and accommodate increased visitor demand with the increased park activation.	\$3,000,000
Facilities improvements - Optimize space utilization to accommodate current and future staff growth, advancing HVAC, lighting and plumbing efficiencies, and strengthening access control and camera security measures to protect personnel and visitors.	\$4,771,381
Property acquisition - Secure strategically located land that supports city-wide facility growth needs, storage capacity, and long-term operational improvements.	\$3,000,000
Design and construct a new community center	\$14,000,000
Parks improvements - Enhance and improve Adams, Swift, Commemorative, and Depot Parks through targeted upgrades/expansion and strategic investment to ensure these public spaces continue to serve the community with high-quality amenities, accessibility and equipment; long-term functionality of the dog and skate parks; and an elevated standard of environmental and recreational value of the trails as well as the ballfields and associated buildings	\$3,500,000
Public Safety vehicles and equipment	\$1,000,000
City Tier 1 Total	\$46,771,381

City of Kennesaw Projects – TIER 2 (if funding becomes available)	Estimated Project Cost
Cobb International Blvd - Upgrade and resurface road to handle heavy truck traffic as well as more commercial and personal vehicles for the industrial park businesses.	\$10,000,000
Old 41 Highway - Establish a fourth travel lane between Barrett Parkway and Hardee Circle to optimize traffic flow, reduce congestion, and enhance overall roadway safety for motorists.	\$3,500,000
Design and construct a new city hall	\$16,000,000
Public Safety vehicles and equipment	\$1,000,000
City Tier 2 Total	\$30,500,000

Mableton

2028 SPLOST Project List – TIER 1 Projects	Type	Estimated Project Cost
Municipal Building Facility Enhancements/Improvements/Acquisition	Facilities	\$47,000,000
E.V. Vehicles & E.V. Charging Stations	Fleet	\$1,000,000
Sidewalk Addition/Improvements Multi-Use Trail/s	Sidewalks/Trails	\$10,000,000
City-Wide Roadway Improvements	Roadway	\$31,400,000
Park and Parkland Acquisition	Parks	\$4,740,000
City-Wide Technology Financial Enterprise Software	Technology	\$2,860,000
Tier 1 Total		\$97,000,000

2028 SPLOST Project List – TIER 2 Projects	Type	Estimated Project Cost
Green Space Park Improvements	Parks	\$7,000,000
LEED standards Public EV Chargers	Environmental	\$5,000,000
Sidewalk Addition/Improvements Multi-Use Trail/s	Sidewalks/Trails	\$2,000,000
AV Technology/City-Wide	Technology	\$2,500,000
Facility Enhancements	Facilities	\$11,500,000
Tier 2 Total		\$28,000,000

Marietta

TIER 1 City of Marietta Projects	Final Project Request
Citywide Sidewalk/Trail Construction	\$6,250,000
Citywide Street Resurfacing	\$13,200,000
Citywide Traffic System (ATMS)	\$3,500,000
Citywide Bridge Rehabilitation	\$500,000
Citywide Streets/Drainage Improvements	\$5,000,000
Citywide Signage Upgrades	\$275,000
Citywide Street Marking Upgrades	\$275,000
Citywide Gateway Improvements	\$1,500,000
Program Administration Expenses	\$2,681,108.75
Total	\$33,181,108.75
Mayor & Council Projects/Ward Allotments	
Ward 1 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Ward 2 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Ward 3 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Ward 4 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Ward 5 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Ward 6 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Ward 7 – Sidewalks/Streets/Traffic Calming Improvements	\$500,000
Total	\$3,500,000
Parks/Facilities	
City Hall Renovations (ADA upgrades & other renovations)	\$2,000,000
Citywide Park Improvements	\$2,000,000
Franklin Gateway Sports Complex Turf Replacement	\$3,540,000
New Park in Ward 7	\$1,750,000
Total	\$9,290,000
Public Safety	
Public Safety (Fire) – Engine Replacement	\$1,200,000
Public Safety (Fire) – Heavy Duty Service Truck Replacement	\$1,440,000
Public Safety (Fire) – Training Facilities/Equipment	\$1,100,100
Public Safety (Fire) – Emergency Radios Replacement/Upgrade	\$1,650,000
Rebuild/Remodel Fire Station 55	\$9,350,000
Remodel Fire Station 52	\$1,075,000
Public Safety (Police) – Vehicle Replacement	\$4,980,000
Public Safety (Police) – Training Center Interior Buildout	\$1,675,000
Public Safety (Police) – Weapons & Equipment Replacement	\$396,450
Public Safety (Police) – Training Facilities/Equipment	\$1,100,000
Public Safety (Police) – Emergency Radios Replacement/Upgrade	\$1,650,000
Total	\$25,616,450

Public Works	
Sanitation Truck Replacements	\$1,200,000
Transportation	
Atlanta Street Streetscape – SMP to the Square	\$360,000
Cherokee Street Improvements – Chicopee to Tower	\$2,925,000
Lawrence Street Improvements – Cole to Fairground	\$1,554,869.01
North Marietta Parkway Streetscape – Church to Fairground	\$500,000
Whitlock Avenue Improvements – NMP to John Ward Road	\$100,000
Total	\$5,439,869.01
2028 SPLOST Revenue Projections	\$78,227,427.76

TIER 2 City of Marietta Projects	Selected Projects
Merritt Road Park Development	\$7,800,000
Multi-purpose Training Center – City Training/Classroom Building	\$6,000,000
Custer Park Sports and Fitness Center Expansion & Improvements	\$5,550,000
Franklin Gateway Sports Complex Additional Parking	\$5,400,000
Gateway at SMP & Powder Springs	\$5,000,000
SMP & Cobb Pkwy Intersection Improvement/Streetscape	\$4,764,108.30
Streetscape Improvements	\$3,600,000
Canton Road Safety Improvements	\$3,600,000
Franklin Gateway Streetscape Final Phase – (Sidewalks, streetlights, and landscaping where possible)	\$3,000,000
Silent Railroad Crossings for the Downtown (Quiet Zone)	\$3,000,000
Polk Street Trail – Burnt Hickory Road to Railroad Tracks – Construction of 10’ trail on south side of roadway and narrow roadway to 24’ to back of curb (\$1.7 million from grants)	\$2,856,000
City Club Golf Course & Building Renovations	\$2,600,000
Tennis Court Improvements (LED lighting & court replacement) – Laurel Park/Lewis/Merit/& Tumlin	\$2,202,000
Bellemeade Bridge Replacement	\$2,000,000
Coryell & Waterman Sidewalks	\$1,881,505.68
Park & Victory Intersection Improvement	\$1,575,560.33
Burnt Hickory Road & Old Mountain Road Intersection Improvement	\$1,516,362.88
City Hall Improvements – Council Chambers renovation for lighting, seating, carpet, AV	\$1,500,000
Austin Avenue Sidewalks – Cobb Pkwy to Toliver to Washington	\$1,424,338.10
Sessions & St. Josephs Way Intersection Improvement	\$1,400,428.30
North Hillcrest & South Hillcrest Sidewalks	\$1,311,218.70
Campbell Hill & Session Street Intersection Improvement	\$1,248,035.95
Sessions & Roselane Intersection Improvement	\$1,184,428.30
Polk Street Ext Sidewalk – Westborough to Burnt Hickory with mid-block crossing at Kroger	\$1,165,364.59
North Woodland & South Woodland Sidewalks	\$1,099,025.56
Mountain to River/Rottenwood Trail Enhancements (Signage, amenities, bike racks, Brumby Loft entrance redesign, crossing enhancements)	\$900,000
Whitlock Drive & Service Street Intersections Improvements	\$805,223.64
Elizabeth Porter Park Sprayground Improvements/Upgrades	\$750,000
Manning Road Sidewalks – Whitlock to Kimberly Way	\$708,608.27
SMP & Lower Roswell Road Intersection Improvement	\$672,000
Lawrence & Cole Intersection Improvement	\$642,627.12
Trail Resurfacing – Laurel, Whitaker, Tumlin, & Merritt	\$600,000
Total	\$77,756,835.72

Powder Springs

2028 SPLOST Project List	Allocated Amount
General Streets, Intersections, Safety	
Austell Powder Springs at Marietta Street Powder Springs Dallas at 278 Powder Springs Dallas at Florence Lewis & Oglesby Traffic Calming/Downtown Parking LCI Projects Bridge Repairs Rail Elimination	\$7,800,000
Resurfacing	
Annual Resurfacing	\$7,900,000
Facilities and Technology	
General Facilities and Technology Improvements	\$3,900,000
Public Safety	
Vehicles/Equipment/Technology	\$1,500,000
Parks/Trails	
Old Lost Mt. Trail Connector Austell Powder Springs Trail Parks Access Improvements/ Restroom Improvements	\$1,700,000
Stormwater	
City-wide Stormwater Improvements	\$1,200,000
Total	\$24,000,000

Smyrna

2028 SPLOST Project List	Allocated Amount
Drainage Improvements	
Projects to improve drainage to City Infrastructure City-wide	\$1,500,000
Equipment and Technology Updates	
Projects that may include Baler Replacement at the Recycling Center, Security Camera and Access Control System Upgrades, Public Works Equipment, and Fiber Expansion in the City	\$6,213,000
Facility Improvements	
Projects to include interior and exterior renovations/upgrades of City facilities	\$5,000,000
Land Improvements	
Projects that may include Streetscape and Intersection Improvements, Traffic Calming, Downtown Smyrna Market Village Improvements, and Sidewalks, Trails, and Greenway Improvements	\$6,000,000
Parks Facilities Improvements	
Projects that may include E911 Equipment Upgrades, Public Safety Technology Upgrades, Gear Lockers and Station Upgrades for the Fire Department, Cardiac Monitors for the Fire Department, Extrication Equipment for the Fire Department, Thermal Imaging Cameras for the Fire Department, Water Rescue Equipment, and Public Safety Cameras and Drones	\$9,624,200
Public Safety Facility Improvements	
Projects that may include Training Facility Upgrades and Fire and Police Station Improvements and Renovations	\$3,822,558
Resurfacing	
Projects to improve City Street Infrastructure City-wide	\$18,000,000
Total	\$70,859,758

END OF DOCUMENT

Exhibit B

Cobb County 2028 SPLOST

	<u>6 Years</u>
SPLOST Collections	\$1,150,000,000.00
County-wide Projects	<u>\$ 174,000,000.00</u>
Amount Available for County/City Split	\$ 976,000,000.00
Allocated	
Cities (36.424%)	\$ 355,498,436.90
Counties (63.576%)	<u>\$ 620,501,563.10</u>
Total SPLOST Allocated Dollars	\$ 976,000,000.00

Cities Population (July 1, 2024 Population Estimate U.S. Census Bureau)

	<u>Population</u>	<u>%Total</u>	<u>6 years</u>
Acworth	22,624	2.873%	\$ 28,038,042.61
Austell	8,244	1.047%	\$ 10,216,832.71
Kennesaw	37,740	4.792%	\$ 46,771,381.19
Mableton	78,314	9.944%	\$ 97,054,953.54
Marietta	63,122	8.015%	\$ 78,227,427.76
Powder Springs	19,632	2.493%	\$ 24,330,041.22
Smyrna	<u>57,177</u>	<u>7.260%</u>	<u>\$ 70,859,757.88</u>
Total Municipal Population	286,853	36.424%	\$ 355,498,436.90
Total Population	787,538	63.576%	\$ 620,501,563.10

Exhibit C - Notices

COBB COUNTY, GEORGIA

To: Lisa N. Cupid, Chairwoman
Cobb County Board of
Commissioners
100 Cherokee Street
Suite 300
Marietta, Georgia 30090

With Copies to: Dr. Jackie McMorris,
County Manager
100 Cherokee Street
Suite 300
Marietta, Georgia 30090

County Attorney's Office
100 Cherokee Street
Suite 350
Marietta, Georgia 30090

CITY OF ACWORTH

To: Tommy Allegood, Mayor
City of Acworth
City Hall
4415 Center Street
Acworth, Georgia 30101

With Copies to: James Albright
City Manager
City of Acworth
City Hall
4415 Center Street
Acworth, Georgia 30101

City Attorney
Douglas Haynie, Esq.
Haynie Litchfield & White
222 Washington Avenue, NE
Marietta, Georgia 30060

CITY OF AUSTELL

To: Ollie Clemons, Jr., Mayor
City of Austell
Austell Threadmill Complex
Suite 137
5000 Austell-Powder Springs Road
Austell, Georgia 30106

With Copies to: Bo Garrison, Director of Public Works
City of Austell
Austell Threadmill Complex
Suite 101
5000 Austell-Powder Springs Road
Austell, Georgia 30106

City Attorney
M. Scott Kimbrough, Esq.
Dupree & Kimbrough, LLP
49 Green Street, SE
Marietta, Georgia 30060

CITY OF KENNESAW

To: Derek Easterling, Mayor
City of Kennesaw
City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

With Copies to: Jeff Drobney
City Manager
City of Kennesaw
City Hall
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

City Attorney
R. Randall Bentley, Sr., Esq.
Bentley Law
241 Washington Avenue, NE
Marietta, GA 30060

CITY OF MABLETON

To: Michael Owens, Mayor
City of Mableton
6116 Mableton Parkway
Suite 144
Mableton, GA 30126

With Copies to: William Tanks
City Manager
City of Mableton
6116 Mableton Parkway
Suite 144
Mableton, GA 30126

City Attorney
Emilia Walker-Ashby, Esq.
Denmark, Ashby & Matricardi, Attorneys
100 Hartsfield Centre Parkway
Suite 400
Atlanta, GA 30354

CITY OF MARIETTA

To: Steve Tumlin, Mayor
City of Marietta
P.O. Box 609
Marietta, GA 30060

With Copies to: William F. Bruton, Jr.
City Manager
City of Marietta
P.O. Box 609
Marietta, GA 30060

City Attorney
Douglas Haynie, Esq.
Haynie, Litchfield & White, PC
222 Washington Avenue
Marietta, GA 30060

**CITY OF POWDER
SPRINGS**

To: Al Thurman, Mayor
City of Powder Springs
P.O. Box 46
Powder Springs, GA 30127

With Copies to: Pam Conner
City Manager
City of Powder Springs
P.O. Box 46
Powder Springs, GA 30127

City Attorney
Julie Livingston, Esq.
Gregory, Doyle, Calhoun and Rogers, LLC
49 Atlanta Street, S.E.
Marietta, GA 30060

CITY OF SMYRNA

To: Derek Norton, Mayor
City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

With Copies to: Mike Jones
Interim City Administrator
City of Smyrna
City Hall
2800 King Street
Smyrna, GA 30080

City Attorney
Scott Cochran, Esq.
Cochran & Edwards, LLC
2950 Atlanta Road, SE
Smyrna, GA 30080



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: June 1, 2026

TITLE: **Resolution: Public Safety Facility Interview Room Equipment**
Consideration for approval of a Resolution authorizing the purchase of interview equipment from Motorola Solutions for the public safety facility.

Summary:

This proposal is for the purchase and installation of the recording equipment needed for the interview rooms in the Public Safety Facility. This proposal includes all equipment needed to include cameras, software, training, and associated accessories. The total for this project is \$47,240.46.

Recommendation:

The Chief of Police and Building and Facilities Director recommend approval.

Fiscal Impact:

2022 SPLOST Public Safety Facility — \$47,240.46

Attachments:

1. RES 2026 Motorola PD Interview Rooms
2. Exhibit A: Kennesaw PD Interview Rooms

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO AWARD PROJECT TO MOTOROLA SOLUTIONS FOR
INTERVIEW ROOM EQUIPMENT AND INSTALLATION AT THE NEW PUBLIC
SAFETY FACILITY**

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

WHEREAS, the scope of work will include the installation of all new interview room recording equipment within the Public Safety Facility. This will include the purchasing and installation of all equipment to include all cameras, software, training, and associated accessories.

WHEREAS, Motorola Solutions pricing is based off current Sourcewell Purchasing agreement, the proposal is for \$47,240.46 and will be paid from 2022 SPLOST Public Safety account.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the mayor to award Motorola Solutions the project for the purchase and installation of interview room equipment in the Public Safety Facility as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this 1st day of June, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

02/16/2026

KENNESAW POLICE DEPARTMENT
2529 J.O. STEPHENSON AVENUE
KENNESAW, GA 30144

RE: Motorola Quote for (3) Interview Room Systems

Dear ,

Motorola Solutions is pleased to present KENNESAW POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide KENNESAW POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Peter Picciolo at Pete.Picciolo@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Peter Picciolo

Billing Address:
KENNESAW POLICE
DEPARTMENT
2529 J.O. STEPHENSON AVENUE
KENNESAW, GA 30144
US

Shipping Address:
KENNESAW POLICE
DEPARTMENT
2539 J.O. STEPHENSON AVE
NW
KENNESAW, GA 30144
US

Quote Date:02/16/2026
Expiration Date:06/27/2026
Quote Created By:
Peter Picciolo
Pete.Picciolo@
motorolasolutions.com

End Customer:
KENNESAW POLICE DEPARTMENT

Contract: 36874 - SOURCEWELL MOBILE
VIDEO-101223-MOT
Payment Terms:30 NET

Summary:

This Motorola quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	M500 Interview Recording System						
1	WGB-0735A	M500 INTERVIEW SYSTEM, 1 DOME & 1 COVERT CAMERAS	3		\$8,099.00	\$5,669.30	\$17,007.90
2	LSV07S05256A	5Y ESSENTIAL - MIRS	3	5 YEARS	\$1,063.20	\$744.24	\$2,232.72
	VideoManager EL or EX: Video Evidence Management						
3	PSV00S05486A	MOBILE VIDEO ONSITE CLOUD DEPLOYMENT	1		\$13,498.00	\$13,498.00	\$13,498.00
4	PSV00S05491A	MOBILE VIDEO ONSITE TRAINING	1		\$0.00	\$0.00	\$0.00
5	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	3	1 YEAR	\$1,118.76	\$839.07	\$2,517.21
	CommandCentral DEMS						



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6	SSV00S05155A	COMMANDCENTRAL DEMS STARTER SERVICE*	3	5 YEAR	\$0.00	\$0.00	\$0.00
7	SSV00S03616A	SOFTWARE,COMMANDCE NTRAL INTERVIEW ROOM SUBSCRIPTION*	1	5 YEAR	\$0.00	\$0.00	\$0.00
Product Services							
8	LSV07Q04324A	IN-CAR/ INTERVIEW ROOM MOBILE VIDEO INSTALLATION	1		\$11,984.63	\$11,984.63	\$11,984.63

Subtotal \$56,325.51

Total Discount Amount \$9,085.05

Grand Total **\$47,240.46(USD)**

Pricing Metric :

Price is indicative of the following -
of Devices - 3

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
 - Create event categories.
 - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.

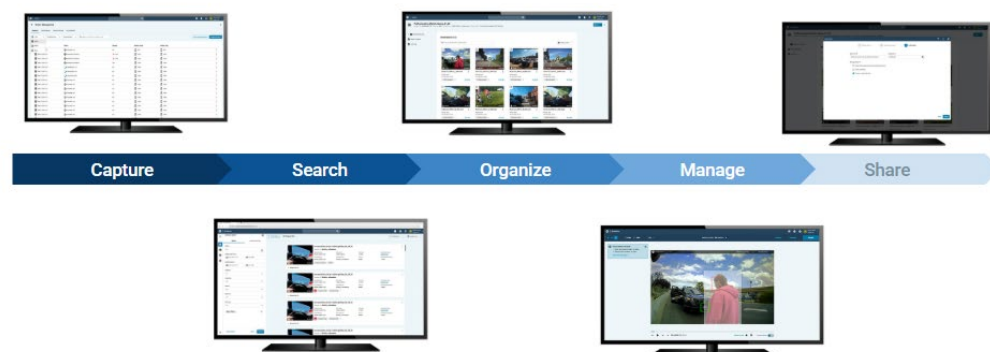
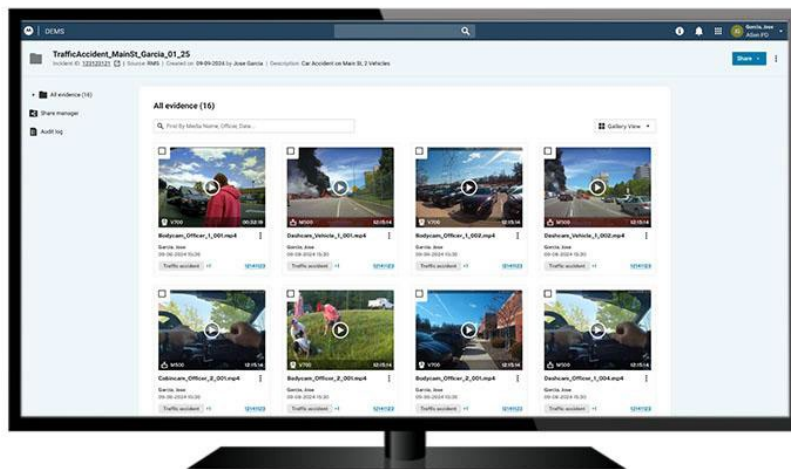


COMMANDCENTRAL DEMS STARTER SOLUTION DESCRIPTION

OVERVIEW

CommandCentral DEMS provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location.

By centralizing digital evidence collections, CommandCentral DEMS removes data silos and provides users with the storage and tools they need to get the most out of their critical information. In addition, users can easily secure and share content with an intact chain of custody to improve collaboration.



CommandCentral DEMS Plus is available without any upfront capital investment. Monthly subscription service costs include the software, device management, and storage. Evidence also secures data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework.

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1: The End-to-End Platform

DIGITAL EVIDENCE MANAGEMENT

Evidence stored in the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

Store and Manage - Collections

Evidence is automatically linked based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident.

- **Auto Created Collections** – Digital evidence captured by integrated products that provide a Record ID, such as an Incident or Case Number, will automatically be grouped into a Collection.

Current MSI Ecosystem Integrations:

- CommandCentral Responder Starter, Mobile Field Responder Application
- SmartControl Mobile App for Body Cameras
- 10-21 Police Phone
- CAPE-Equipped Drones
- Smart Transcription for 9-1-1 call recordings
- ViQi - Voice Activated AI
- Records Management
- Flex Records
- PremierOne Records
- CC Records / RMS

CLOUD SECURITY AND COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.



Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.



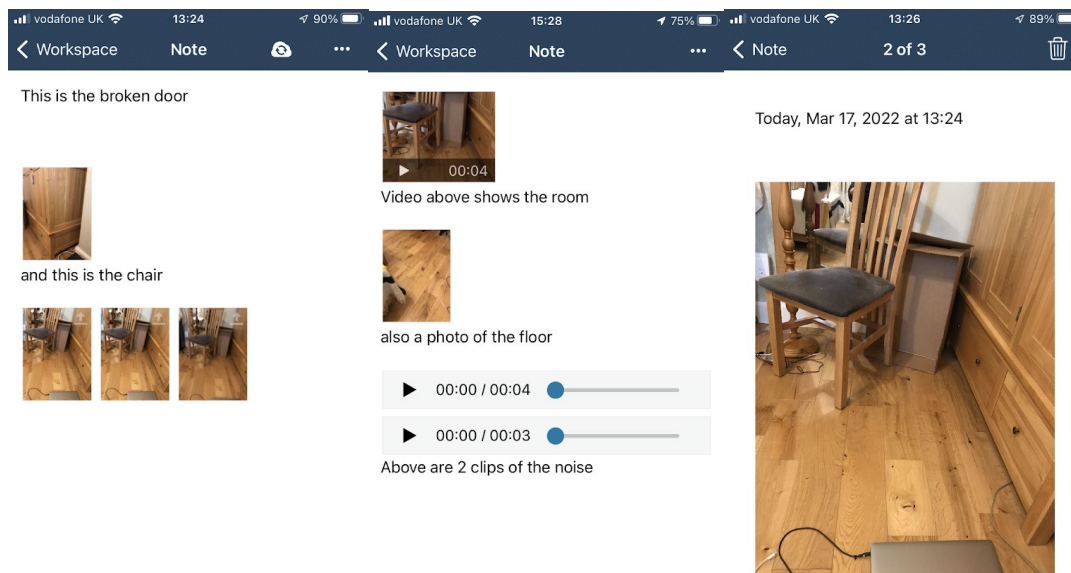
COMMANDCENTRAL RESPONDER STARTER WITH EVIDENCE SOLUTION DESCRIPTION

CommandCentral Responder is a mobile solution for frontline Responders. This includes an application for iOS and Android.

The Responder with Evidence solution (also known as Responder Starter) allows users to capture media, record notes, tag items and link them to cases / incident records. Depending on which feature flags are enabled, a customer can gain access to different sets of features. Using a note, users can capture a group of photos in one go and then tag them or link them all as a group. Responder uploads media automatically once captured, making the process easy for users. Media is removed automatically from a user's device after a customer defined retention period. Users can set up the application easily by downloading the application from App Store or Play Store, and simply logging in with their MSI account.

NOTES AND MEDIA CAPTURE

Responder with Evidence allows a user to create a note and capture media and associated text. Users can use the note either just to group a set of media together (as they capture it) or to add additional explanatory text as they capture details. Users can capture audio, video and photographs in this collection. This means users can attend a scene and immediately capture a collection of media before working out how to tag or link it. Users can view a full size version of a photo and can zoom in to view it at larger scale.

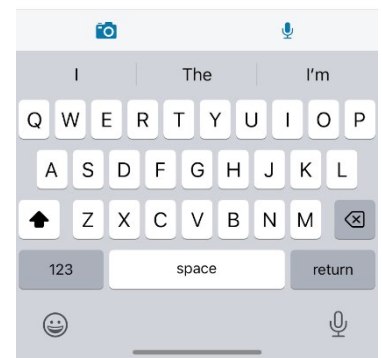
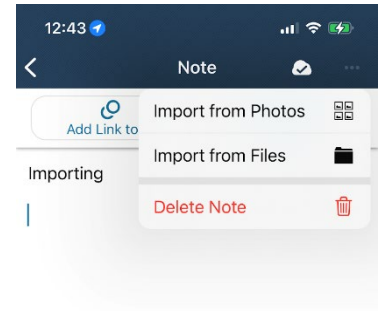
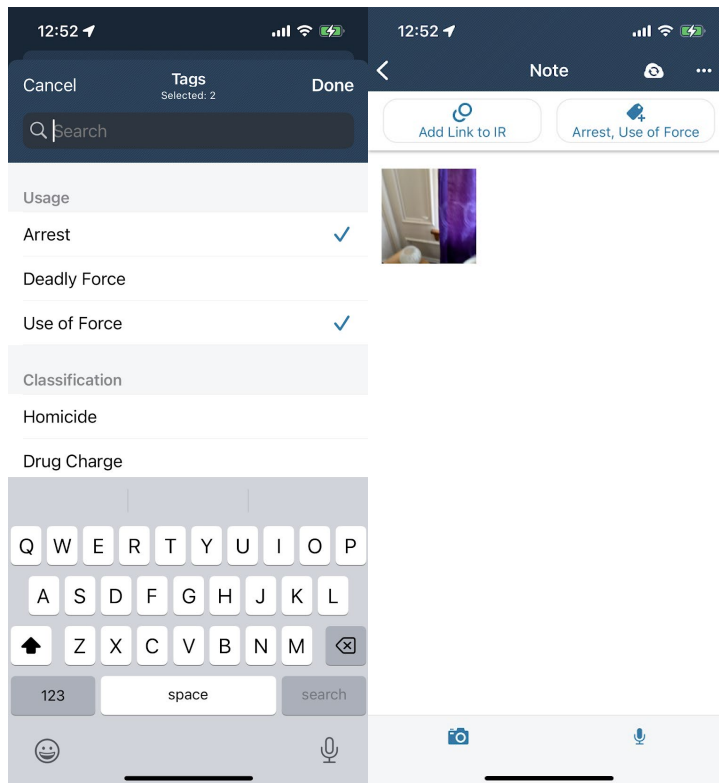


IMPORTING MEDIA

Users can import media (photos, audio, video and files such as PDFs) from their gallery or file system - allowing them to use media files shared to their device by members of the public. This feature can be enabled or disabled using per agency configuration (if an agency does not want to use this capability they can turn it off).

TAGGING

Users can choose to tag a note, which will tag it and all media within it. Tags provided are those configured by the agency and are shown grouped by categories defined by the agency. Selected tags will then show on the note. As with all media, in CommandCentral Evidence, tags are used to manage and set the retention period for media. In addition to manual tags, Responder can be configured to set a default "Responder Media" tag on every media item uploaded by Responder. This allows agencies to set a default tag & retention period for anything captured by Responder.



LINKING TO RECORDS

Users can link a note to an incident record contained in the CommandCentral Consolidated Records View - to relate the note & media to the incident and ensure they are shown in the Consolidated Records View.

The incident record summary shown in Responder contains key data for the record - Report number, Incident Type, Involved officers & Incident Start & End Date.

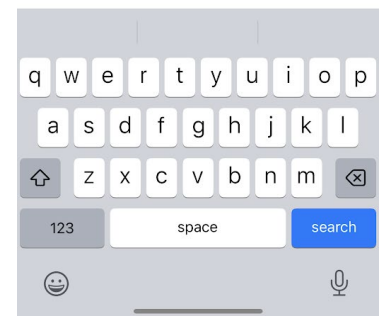
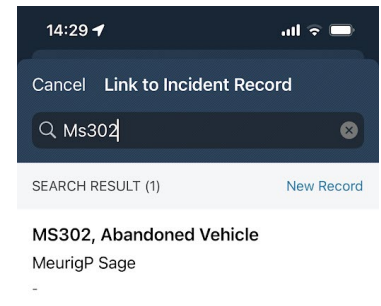


Users can:

- Link to an incident record already on a user's device
 - Any incident records for which a user is already added as an involved officer will be automatically downloaded to their device.
- Link to an incident record by search:
 - A user can search for an incident record using a simple free text search, searching for any incident record for the agency in CC Records that the user has permission to view
- Create a new incident record if one does not exist (not available with Flex - see below)
 - User can create a new incident record (providing summary details above).
 - User will be provided with the Report number separately
 - Responder application will detect creation of incidents (from Responder) with duplicate Report numbers, warn users and allow them to resolve conflicts.

The exact behavior depends on whether the customer is using:

- Responder with CommandCentral Evidence connected to Flex
 - Flex generates law incidents (typically created from CAD). These law incidents are uploaded to CC Records and user can link to these. Whenever there is a case number to link to there will be a law incident in Flex and this will be pushed to CC Records. As a result, users can't create incident record summaries in Responder, they can link to law incidents created in Flex.
- Responder with CommandCentral Evidence connected to P1 RMS
 - P1 RMS manages case reports in case folders. If there is a case report, then P1 uploads this to CC Records and users can link to it.
 - If there is a case folder in P1 RMS but no case report then users can create an incident record summary in Responder, adding the case number - allowing the user to link media to the case.
- Responder with CommandCentral Evidence standalone (with CommandCentral Records Starter capability)
 - Users can create incident record summaries or link to ones that have already been created.
 - Incident records have to be manually created in Responder (or the CommandCentral Evidence/Records web UI) - they aren't imported from other systems



TIMELINE

Users can view previous notes in their timeline:

- Update a note later with further information;
- Refer back to them later when completing a report;
- Notes (and associated media) are kept on the device in a user's timeline for an agency configured period - configured in CC Admin (default is 30 days).

The timeline is separated into a To Do and All Items view.

The To do view shows notes that a user has added, that are either less than 24 hours old or that have not yet been linked to an incident record. Users can manually move a note out of the To do view if they don't intend to link it to an incident record. However, typically users are encouraged to capture media and then link it. This provides an easy way for users to see notes they still have to deal with.

The All Items view shows all notes on a user's device so they can find older notes & evidence that they need to refer to.

SYNCHRONIZING DATA

Notes & media files are automatically uploaded to CommandCentral Evidence - a synch indicator is shown on the note to show data is being uploaded, and an indicator is shown on each media item to show that the media item is being uploaded.

When a user signs out of Responder app, if they have unsent data (notes & evidence) then Responder will alert the user that they have unsent items - allowing them to ensure they are in an area of coverage and wait for sync to complete.

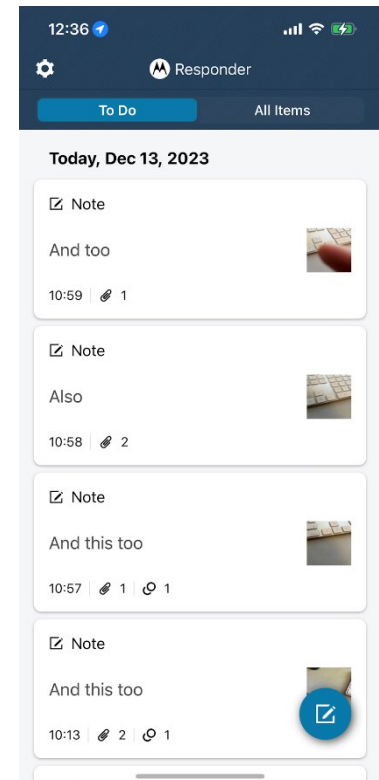
AUTHENTICATION AND SECURITY

CommandCentral Responder prevents unauthorized users from accessing the data transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption. All user requests and other user data are protected by Azure Government services.

To access the system, a user authenticates against the CommandCentral Identity Management system. If desired, the identity management system can be setup to federate authentication against a customer identity management system such as Azure AD.

Customers can enable multi-factor authentication.

- If a customer uses CommandCentral Identity Management directly then multi factor authentication can be enabled for any or all users (at customer decision). If enabled then users need to enter a username & password and a second factor which is either a one time passcode sent by email or a one time passcode or authentication approval enabled via a separate app (Ping ID).
- If a customer uses federated authentication then the federated auth system authenticates the user. In this case the customer identity management will implement the multi factor authentication. For instance, Azure AD can enforce multi factor authentication and allows a one time passcode to be provided via email, SMS or via the Azure authenticator app.



In addition, Responder uses a PIN code (or optionally biometric unlock) that is used to allow users to unlock their app after inactivity timeout. Sign in online is required once per shift to access online data.



CommandCentral DEMS Statement of Work

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

- Provision all required custom Offence Codes using the CommandCentral user interface.

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure VideoManager EL to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

Customer Responsibilities

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.

FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management.

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.

Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral DEMS to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user. LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.

Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Customer Responsibilities

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral DEMS has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation is complete.



M500 INTERVIEW RECORDING SYSTEM SOLUTION DESCRIPTION

OVERVIEW

Motorola Solution's M500 Interview Recording System enables public safety agencies to efficiently manage the interview process from capture to case closure. This solution combines the power of the M500 video system and Pelco ONVIF compliant cameras to ensure every interaction is captured and securely saved. While interviews are being captured, approved users can stay informed in real-time through live streaming capabilities. Integrations with other Motorola Solutions products allows users to manage the interview recordings with tools like interview tagging, redaction and secure sharing while maximizing the value of existing investments.

CAMERAS AND HARDWARE

The M500 Interview Recording System offers a robust and adaptable solution for capturing and securely managing interview recordings. Designed for individual interview rooms, each system includes a dedicated DVR, a user-friendly display, an omnidirectional Louroe microphone, and flexible camera configurations.

Camera Options: The system integrates seamlessly with select M500 cameras and Pelco ONVIF-compliant cameras. Pelco camera configurations require a Power over Ethernet (POE) switch for reliable power and data transmission. Available camera combinations include:

- Two (2) Pelco Sarix Pro 4 dome cameras for comprehensive room coverage.
- Two (2) Pelco Sarix Modular covert cameras for discreet surveillance.
- Mixed configuration of one (1) Pelco Sarix Pro 4 and one (1) Modular covert camera for versatile perspectives.
- One (1) M5F and one (1) M5P camera combination.

Secure Local Storage and Centralized Video Management: The M500 DVR provides secure local storage for captured audio and video data. This data is then efficiently and securely transferred to VideoManager EL, VideoManager EX, or CommandCentral DEMS, enabling centralized review, management, and archiving.

Flexible Recording Initiation: Users can initiate and terminate recordings conveniently via an optional rocker switch or directly through the system's intuitive display, ensuring operational flexibility.

VIDEO EVIDENCE MANAGEMENT AND STORAGE

Centralized Video Management with VideoManager: The M500 Interview Recording System leverages VideoManager EL Cloud, VideoManager EX, or CommandCentral DEMS for secure and comprehensive management of all captured audio and video.

Efficient Evidence Organization and Retrieval: VideoManager and CommandCentral DEMS provide a robust platform for containing, organizing, and managing multimedia evidence from interviews and other sources. Users can efficiently search, correlate, and review video evidence alongside related case information, enabling rapid contextual analysis and case building. Advanced search and filtering capabilities facilitate the discovery of relevant cases and incident details, allowing for seamless integration with interview recordings.



Secure Access and Informed Decision-Making: VideoManager and CommandCentral DEMS empower personnel to make informed decisions by providing a consolidated and organized view of case evidence. Access-control ensures that only authorized personnel and judiciary partners can access sensitive information, maintaining data integrity and security.

LIVE-STREAMING CAPABILITIES

Real-Time Interview Streaming: The Interview Streaming Application provides authorized personnel with the ability to live-stream audio and video directly from connected interview rooms.

Flexible Configuration and Access Control: Administrators can configure camera groups and manage user access permissions within the application. This ensures controlled and secure live-streaming operations.

Remote Live-Streaming Capabilities: Authorized remote users can access live streams from internet-connected computers. Recording initiation and termination are controlled via a wall-mounted switch within the interview room.

Network Performance and Video Quality: Live-streaming performance is dependent on the agency's internet connection. Each live stream requires a sustained speed of 1.1 Mbps for optimal viewing. Remote viewers can simultaneously monitor a single camera from each Interview Recording System, with a maximum of 16 concurrent streams. Live streams are displayed in 480p resolution, while recordings are captured at up to 1080p resolution.

*For purposes of clarification: Customer acknowledges that this product is an interview room solution and not an alarm system, nor is it intended for use as such.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of the Motorola Interview Recording System and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners.

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola believes our solution is not in scope of the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's design and



features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted logical or physical access to any information system resulting in the ability, right, or privilege to view, modify, or make use of unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Personnel Security fingerprint based background screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.



In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to the following tasks:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Perform discovery validation.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration.



- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).

Field Engineer (FE)

The FE will collaborate with the Customer's Project Team, focusing on the following tasks:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased. Their responsibilities include the following tasks:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to the following tasks:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.



- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to the following tasks:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for their own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.



Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective fields (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware, network connectivity, and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configuring, testing, and maintaining third-party system(s) that will interface with the proposed system.
- Establishing an Application Programming Interface (API) for applicable third-party system(s) and providing documentation that describes the integration to the Motorola system.
- Coordinating and facilitating communication between Motorola and Customer third-party vendor(s) as required.
- Mitigating the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to the installation of the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Microsoft Entra ID (Active Directory) for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.



Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
- Quoting/ordering documents.
- A summary of contracted applications and hardware as purchased.
- Customer's involvement in project activities to confirm understanding of scope and required time commitments.
- Data Migration questionnaire if migration is included in the Solution.
- The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies.
- A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable).
- BPR Workbook.



PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPR Workbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.



Motorola Responsibilities

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location.
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Verify the Interview Recording System(s) are connected to Motorola's Evidence Management System through the Customer's network.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software on workstation(s).
- Provide Motorola the correct IP address(es) for configuring the system and the Customer's network is operational.
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Evidence Management System on Customer-provided workstation(s).
- The Customer will verify whether the Interview Recording System(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory.

Interview Recording System Configuration

When installation services are included as part of the contract, the Motorola-certified installer will complete the installation of the Interview Recording System(s) within the Customer-provided location(s).



The Customer location(s) must be available for the Motorola Resource and/or contracted third party to complete the configuration and testing of the contractual number of systems. If the Customer does not have all locations available during the agreed upon date and time, the Customer may opt to sign-off on the number of configurations completed. If the Customer requires the Motorola Resource and/or contracted third party to complete the full contractual number of systems at a later date and time, additional cost may be incurred.

Motorola Responsibilities

- Create configuration USB used to complete hardware configuration and validation.
- Conduct configuration and testing of system(s).
- Complete configuration on a single system, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining configurations.
- Complete remaining contracted system configurations.
- Test a subset of completed hardware configurations.
- When installation services for Motorola-certified installer are in the contract, complete the installation of the Interview Recording System (if applicable).

Customer Responsibilities

- When installation services are being provided by the Customer, complete the installation of the Interview Recording System (if applicable).
- Provide Motorola with remote connection and access credentials to complete hardware configuration.
- Notify Motorola of the installation location.
- Coordinate and schedule date and time for hardware configuration(s).
- Make hardware available to Motorola for configuration and testing in accordance with the Project Schedule.

Motorola Deliverables

- Complete the Deployment Checklist and testing as it applies to the proposed solution.

SOFTWARE AND CONFIGURATION (IF APPLICABLE)

Motorola will perform Cloud provisioning services, or On-Premises provisioning services for new customers that are not utilizing Motorola's VideoManager EL, VideoManager EL Cloud, VideoManager EX, or CommandCentral DEMS evidence management systems.

For Customers with existing Motorola On-Premises or Cloud evidence management systems, Section 3.2 does not apply. Motorola will configure the new Interview Recording System in the Customer's existing Motorola evidence management solution in accordance with Section 3.1.

On-Premises Solution Software

The VideoManager EL and VideoManager EX software are on-premises solutions that require an onsite server and support the Interview Recording system.

Motorola will install VideoManager EL software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.



Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

Motorola Responsibilities

- Install software on a specified number of customer workstations.
- Use information provided in the BPR Workbook to configure VideoManager EL or VideoManager EX software.
- Test software using applicable portions of the Functional Validation Plan.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Create Device Configurations.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access.
- Provide workstation hardware.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

Cloud Solution Software

The CommandCentral DEMS and VideoManager EL Cloud are cloud solutions that do not require an onsite server and support the Interview Recording System.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Create Device Configurations.
- Create Camera Groups.
- Test software using applicable portions of the Functional Validation Plan.



- Provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of the cloud solution purchased.
- Ensure training POC can access the system.

Customer Responsibilities

- Supply access and credentials to Customer's Microsoft Entra ID (Active Directory) for the purpose of Motorola conducting cloud provisioning.
- Respond to Motorola's inquiries regarding users, groups, and agency mapping to the cloud solution.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer's firewall and reaches end-user workstations.

DATA MIGRATION SERVICES (IF APPLICABLE*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer's Non-Motorola Digital Evidence Management System to Motorola's cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. *Data Migration Services may be subject to additional fees.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

Motorola On-Premises Evidence Management System (if applicable)

Motorola supports data migration of digital assets and associated metadata from our on-premises evidence management systems, Evidence Library 4 and VideoManager EL to Motorola's cloud solution.

Motorola Responsibilities

- Verify compatible platform(s) and upgrade if applicable

Customer Responsibilities

- Provide internet connectivity from on-premises server to destination resources.

Non-Motorola Evidence Management System (if applicable)

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.



Motorola Responsibilities

- Facilitate the method of obtaining and consuming the data.
- Review data in the Motorola systems with the customer.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premises server to destination resources, if applicable.
- Provide API connection to the source, if applicable.
- Provide data and metadata information in a readable and consumable format.
- Assist with mapping metadata information into Motorola system.

INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.



Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formerly known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
 - If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements:
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.





Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: June 1, 2026

TITLE: **Resolution: Stormwater Repair at St. Charles Lane**
Consideration for approval of a Resolution accepting the proposal from Chatfield Contracting, Inc. for stormwater repairs at St. Charles Lane.

Summary:

The Public Works Department discovered a partial pipe collapse and developing sinkhole on the shoulder of St Charles Lane. With concern that this may cause further damage to the street and private property and is a safety hazard to pedestrians, the Department reached out to three established contractors that have been used in the past to submit proposals to make the repairs. Two of the three contractors submitted proposals, with the third not submitting due to the urgency that the project required. Chatfield Contracting, Inc. was the lowest estimate of the two proposals received at \$35,132.16.

Recommendation:

The Public Works Director recommends accepting the proposal from Chatfield Contracting, Inc for \$35,132.16 and requests the Mayor and Council to approve the resolution and authorize the proposal.

Fiscal Impact:

Funding Line: 560.4320.54.142000.00000 Stormwater Construction and Improvement

Attachments:

1. RES 2026- St Charles Lane
2. City of Kennesaw Proposal
3. 2768 St Charels Ln NW City of Kennesaw

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-__

**RESOLUTION TO APPROVE PROPOSAL FOR STORMWATER REPAIR ON
ST. CHARLES LANE**

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

WHEREAS, the City owns and maintains a storm line on St. Charles Lane; and

WHEREAS, the line has partially collapsed and is causing a sinkhole that poses a safety hazard and potential further damage to the street and private property; and

WHEREAS, Public Works reached out to three qualified contractors to submit proposals; and

WHEREAS, two proposals were received; and

WHEREAS, the lowest proposal estimate totaled \$35,132.16 from Chatfield Contracting, Inc; and

NOW, THEREFORE BE IT RESOLVED, the City of Kennesaw Council authorizes the Mayor to approve the proposal and authorize the purchase for \$35,132.16.

PASSED AND ADOPTED by the Kennesaw City Council on this 1st day of June, 2026.

ATTEST:

CITY OF KENNESAW

Nicholas Simpson, Deputy City Clerk

Derek Easterling, Mayor

PROPOSAL AND CONTRACT

Chatfield Contracting, Inc.

PMB #175

2500 Dallas Hwy, Suite 202

Marietta, GA 30064

Phone: (770)948-1550

Date: 5/12/2026

Submitted To:	City of Kennesaw	Bid Title:	2752 St. Charles Lane Emergency
Address:	Stormwater Division	Bid Number:	Stormwater Repairs
Contact:	Amanda Stevens	Project Location:	2752 St. Charles Lane NW
Phone/Fax:	770-421-8582	Project City, State:	Kennesaw, GA
		Engineer/Architect:	

Chatfield Contracting, Inc., hereinafter called the Company, offers to furnish all labor, materials, and equipment required for the performance of the following described work in connection with the above referenced project:

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Total Price
1	MOBILIZATION	LS	1.00	2500.00	\$2,500.00
2	PINE STRAW (FURNISH & INSTALL PER EACH BALE)	EA	6.00	8.00	\$48.00
3	TEMPORARY SILT FENCE, TYPE A	LF	75.00	1.75	\$131.25
4	EXCELSIOR STRAW MATTING (INCLUDES SEED AND FERTILIZER)	SY	133.30	1.95	\$259.94
5	BLOCK SOD- BERMUDA	SY	55.50	9.00	\$499.50
6	STORMDRAIN PIPE, 30 IN ALUMINIZED 14 GUAGE AACMP	LF	40.00	56.50	\$2,260.00
7	CONCRETE HEADWALL, 30 IN	EA	1.00	1100.00	\$1,100.00
8	TIE TO EXISTING 48 IN STRUCTURE	EA	1.00	350.00	\$350.00
9	CATCH BASIN, THROAT, COMPLETE REPLACEMENT, CAST IN PLACE	EA	1.00	1850.00	\$1,850.00
10	CATCH BASIN LID, COMPLETE REPLACEMENT, CAST IN PLACE	EA	1.00	1550.00	\$1,550.00
11	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2 (TRANSITIONS)	LF	18.00	29.00	\$522.00
12	ROLL BACK CURB & GUTTER, 6 IN X 24 IN	LF	6.00	29.00	\$174.00
13	STONE DUMPED RIP RAP, TP 3 (12 IN)	TON	10.00	75.00	\$750.00
14	BARRIER FENCE, 4 FT ORANGE/6 FT TEMPOARY CHAIN LINK FENCE	LS	1.00	325.00	\$325.00
15	GEOTEXTILE FILTER FABRIC	SY	32.00	2.50	\$80.00
16	CATCH BASIN BOX, CONCRETE & SEAL/SPLASH PAD	EA	1.00	360.00	\$360.00
17	TRENCH BOX	WK	1.00	1200.00	\$1,200.00
18	STONE BEDDING #56'S (USE FOR PIPE BEDDING/STABILIZATION BACK FILL)	TON	62.00	48.00	\$2,976.00
19	TRAFFIC CONTROL (INCLUDES ALL SIGNS, LANE CLOSURES, BARRELS, CONES)	LS	1.00	2250.00	\$2,250.00

20	GRADING COMPLETE (INCLUDES SAW CUTTING, REMOVAL OF PIPE AND CONCRETE CURB & GUTTER, BYPASS PUMPING, IMPORT/EXPORT OF DIRT, DUMP FEES AND ASSOCIATED TRUCKING COSTS)	LS	1.00	15946.47	\$15,946.47
				Total Bid Price:	\$35,132.16

Specifications & Exclusions:

1. THIS PROPOSAL IS A UNIT PRICE PROPOSAL
2. Quote based on site visit with Amanda 5/8/2026.
3. Due to the current fluctuations in the material market, this proposal is based on material prices as of the date of the proposal. Actual prices must be confirmed upon award of contract. Actual prices may result in an overall increase in the material price.
4. Trench Rock based on Min. 4ft wide or O.D. + 2ft and 1ft below invert.(50CY Minimum)
5. Pre-Blast and seismic surveys are not included in above proposal.
6. Mass Rock (Shot) \$25.00 per Cubic Yard, Mass Ripped Rock \$15.00 per Cubic Yard, Trench Rock (Shot) \$75.00 per Cubic Yard, Trench Rock Ripped \$35.00 per Cubic Yard. Rock will be disposed of on-site per owner instruction within 50 ft.
7. Finish Grade to be provided to CCI within +/- one tenth of an inch by others.
8. Pricing is subject to change upon receipt and review of stamped approved drawing by governing authority.

Exclusions:

This proposal excludes the following items: Tap fees, Meters, Rock, Unsuitable Soil Conditions, Utility Interference or Relocation, Bonds, Cnst. Layout Staking, Erosion Control, Permit fees, Geotechnical Testing, Engineered As-Builts, Pavement Marking, Shoring, Hazardous Materials, and Irrigation Repair.

Terms and Conditions:

Payment in full for all work performed hereunder shall be made not later (30)thirty days from date on invoice. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one and one half percent(1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this proposal and Contract.

Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in orally and in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, forces of nature, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save harmless from any and all loss, damage, cost, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Cobb County, Georgia, and you waive any right to jurisdiction and venue in any other place.

Unless a lump sum price is to be paid for the forgoing work and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company and determined upon completion of work.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its receipt, it is understood and the foregoing, including the terms and conditions set forth above, will constitute the full and complete agreement between us.

This proposal expires fifteen (15)days from the date hereof, but may be accepted at any later date at the sole option of the Company.

ACCEPTED:

The above prices, specifications and conditions are satisfactory
and are hereby accepted.

Buyer _____

Signature _____

Print Name _____

Date of Acceptance _____

CONFIRMED:

Chatfield Contracting, Inc.

Authorized Signature _____

Chad Chatfield

Georgia Utility Contractor License #UC301321
Georgia DOT Pre-qualified Contractor # 2 CH 265



May 12, 2026

CCI Scope of Work for 2752 St. Charles Lane:

- After City awards project, CCI will call in emergency locates followed by regular locate tickets and mobilize equipment and crew to the location.
- CCI will close portion of the cul-de-sac per MUTCD standards.
- Remove portion of existing 6' HOA privacy fence, numbering sections to be replaced back in order following completion of the project. CCI will then place temporary 6' chain link fence for pedestrian safety around the pond when work is not in progress.
- CCI will pothole all utilities prior to excavation and if needed work with underground power entities to isolate power main for safety while work is in progress.
- Protection mats will be placed in roadway for asphalt protection while work is being done.
- CCI will remove the discharged debris at the existing headwall of the pond and haul off site.
- CCI will set a new precast concrete 30" HW. Geotextile fabric will be laid in front of the new proposed HW and type 3 rip rap placed for HW for water outfall dissipation purposes.
- Remove/replace approximately 40LF of 30" ACCMP pipe from proposed HW to existing catch basin structure.
- All pipe and structures will be bedded and backfilled with #56 stone from the roadway to the ROW. All pipe and structures outside the ROW will be bedded with #56 stone and backfilled with existing soils.
- All unsuitable soils will be exported off site.
- CCI will be demoing transition curb & gutter and existing double wing throat and top, and recompacting area to replace with GDOT 1034D standards.
- All pond slopes behind the HOA privacy fence will be seeded with annual and perennial seed mixture and matted with straw matting stapled into existing slope.
- All damaged grass and landscaped area to be sodded with Bermuda sod and pine straw as needed.

- CCI will be resetting existing 6' HOA privacy fence, using additional material as needed.
- The existing CB structure will have all lifting holes grouted and MH sections wiped along with a splash pad poured in the bottom of the existing structure.
- At time of project completion, grass will be watered and street will be washed down. The City will be notified for final inspection.
- If the project scope doesn't change as listed above, project will take 5-7 business days for completion. If any changes are found at time of excavation, the City will be notified for direction prior to any changes that deviate from the original scope of work.
- The cul-de-sac will remain open to traffic and regular traffic (safety vehicles, school buses, etc.)

CCI General Firm Information:

- Chatfield Contracting, Inc. was founded in October 1996 by Chad Chatfield. Chad is the president/owner of his company and owns 100% of the business.
- The operating philosophy at Chatfield Contracting, Inc. is first and foremost honesty, safety, and efficiency. We believe with education and implementation of these three fundamentals, our goals of providing outstanding service to our customers will be achieved.
- CCI has 15 full-time employees, all in the state of Georgia.
- CCI has one office location/equipment yard as well as a satellite equipment/staging yard. All employees operate out of these 2 facilities. Our office location is 4180 Sanders Road, Powder Springs, GA 30127. The additional staging yard is located at 1057 Canton Road, Marietta, GA.
- CCI is currently a prequalified contractor for GDOT, CCWS, CCDOT, CC Stormwater Division, City of Marietta on-call Services, City of Sandy Springs on-call Services, City of Roswell Stormwater and Water System, Paulding County Stormwater Infrastructure Services, and Colonial Pipeline ISNetworld certified.
- CCI operates as a Utility Contractor, and is known to have competent, confident, experienced, safe minded employees who have consistently demonstrated these characteristics in the projects that we have completed. With these characteristics, our employees are well rounded and versatile in multiple areas of construction. Whether they are working on DOT type projects under lane or traffic closures, rehabbing storm drain or sewer projects, pouring driveways and sidewalks, replacing fire hydrants, laying sod and adjusting irrigation, or working in fuel tank dikes, our employees have been trained and certified in all areas to be in trenches/confined space, flagging certified, and ISNetworld safety certified. All our crews do turn-key work from start to finish. This cuts down on the liability and issues for the duration of our projects. Our reputation is that of being cooperative with inspectors, project managers, and homeowners. Our timely response to emergency type projects makes us a reputable contractor to fulfill these obligations.
- CCI has a crew that specializes in rehabbing existing storm drain systems, installing new storm drain systems, repairing and installing miscellaneous water/sewer related systems, and fire hydrant replacements. We also have a crew that specializes in manhole and valve cleaning, raising, and adjustments. We also have a crew that specializes in roadway/ROW utility repairs. This includes asphalt and roadway removal/replacement, concrete trench

caps, concrete curb and gutter, sidewalk/driveway repairs, grassing and sodding of disturbed ROW and private property that is disturbed during water and sewer related installments or incidents in existing failing systems. Due to the above, we provide multiple high-profile, emergency, and UPC municipality projects. Our company is notably a Drug-Free Workplace and is an ISNetworld Certified Contractor. This certification is required by any contractor allowed to complete projects on the property of Colonial Pipeline.

CCI Project Management Approach:

- a. CCI is always available by email or cell phone, so all requests by the City will be responded to in a timely manner, within 24 hours. Chad may be contacted at 770-294-7029 or chad@chatfieldcontracting.com. Wesley Crone, our estimator, may be reached at 770-296-4063 or wesley@chatfieldcontracting.com. We also have a secretary on staff and takes phone calls as needed. You may reach out to Terrie, at our office, at 770-948-1550. All emergency responses need to be reached out to Chad directly via cell phone or email.
- b. We plan to start all projects with a mindset and preplanned agenda that is based on the schedule that best meets the project. Primarily, we will meet with the City staff to discuss in detail the project at hand and project a cost that is agreed upon with both parties. Depending on the type of project where there could be unknown's or unforeseen's, we would ask the owner to set aside contingencies or ask them if they would prefer us to prepare the cost estimate based on worst case conditions in which we, as the Contractor, would assume liabilities. After an agreed upon estimate, CCI will set up all materials, subs, locates, utility contractor providers(when needed), trucks, etc. to ensure the project will go smoothly. We will also have on-site meetings with our foreman prior to starting the construction. At this time, the crew leader will be on the same page and have the established plan as well as acknowledgement of a back-up plan if unforeseens arise, to accomplish the project. We are in daily contact with our foreman. When they show up, they will have well-maintained equipment and tools needed to efficiently do the job at hand. At the end of each working day, our jobs are cleaned up and safed up, to protect the owners as well as our company from liabilities. When inclement weather is forecasted, our crew will be preparing each job site

accordingly to be best prepared for forecasted conditions. This may include additional erosion control, plastic to cover spoils, and additional work hours pending on each project.

- c. We will staff each project based on the crew best suited for the project. If the project requires additional men or equipment hours, we will adjust accordingly. If additional equipment or subcontracting is needed, it will be planned out ahead of time. If unforeseen, it will be addressed as needed.
- d. At Chatfield Contracting, we expect and depend on each crew that we send to a project to be the best representation of Chatfield Contracting to the owners. We own our equipment and trucks/tools and keep them well maintained so that our crews and equipment are working efficiently on projects. Our trench boxes are certified as required by OSHA standard 29CFR, part 1926, subpart P. They will all have tabulated data sheets as needed. Our safety equipment, lifting cables, and chains are certified and tagged per OSHA compliance. All our crews are equipped with gas detectors and safety equipment needed for entering confined space. This equipment is updated and recalibrated to remain in compliance. We only use subcontractors that we have well-maintained established relationships with to streamline our success when subcontractors are needed. All of our employees have been screened and are drug-free. We have accounts with our vendors and suppliers, and of these we have long-term established relationships. We continue to use these suppliers/vendors which in turn streamlines the project. We know when applying all of this, it helps expedite projects since not having to wait on COD materials. This limits problems when dealing with outside vendors and suppliers.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CHATFIELD CONTRACTING INC

Risk ID: 100076969

Rating Effective Date: 11/18/2025

Production Date: 06/26/2025

State: GEORGIA

10-GEORGIA

Firm ID:

Firm Name: CHATFIELD CONTRACTING INC

Carrier: 10138

Policy No. WC3711904

Eff Date: 11/18/2021

Exp Date: 11/18/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
6306	1.50	.34	627,717	9,416	3,201					
9664	DEDUCTIBLE REPORTI			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total: 627,717				Subject Premium: 45,890	Total Act Inc Losses: 0					

10-GEORGIA

Firm ID:

Firm Name: CHATFIELD CONTRACTING INC

Carrier: 10138

Policy No. WC3723411

Eff Date: 11/18/2022

Exp Date: 11/18/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
6306	1.50	.34	772,156	11,582	3,938					
8810	.05	.42	23,744	12	5					
9664	DEDUCTIBLE REPORTI			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total: 795,900				Subject Premium: 48,694	Total Act Inc Losses: 0					

10-GEORGIA

Firm ID:

Firm Name: CHATFIELD CONTRACTING INC

Carrier: 10138

Policy No. WC3736902

Eff Date: 11/18/2023

Exp Date: 11/18/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
6306	1.50	.34	958,978	14,385	4,891					
8810	.05	.42	52,311	26	11					
9664	DEDUCTIBLE REPORTI			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total: 1,011,289				Subject Premium: 49,960	Total Act Inc Losses: 0					

© Copyright 1993-2025. All rights reserved. This product is comprised of compilations and information which are the proprietary and exclusive property of the National Council on Compensation Insurance, Inc. (NCCI). No further use, dissemination, sale, transfer, assignment or disposition of this product, in whole or in part, may be made without the prior written consent of NCCI. This product is furnished "As is" "As available" "With all defects" and includes information available at the time of publication only. NCCI makes no representations or warranties of any kind relating to the product and hereby expressly disclaims any and all express, statutory, or implied warranties, including the implied warranty of merchantability, fitness for a particular purpose, accuracy, completeness, currentness, or correctness of the product or information contained therein. This product and the information contained therein are to be used exclusively for underwriting, premium calculation and other insurance purposes and may not be used for any other purpose including but not limited to safety scoring for project bidding purposes. All responsibility for the use of and for any and all results derived or obtained through the use of the product and information are the end user's and NCCI shall not have any liability thereto.

* Total by Policy Year of all cases \$2,000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CHATFIELD CONTRACTING INC

Risk ID: 100076969

Rating Effective Date: 11/18/2025

Production Date: 06/26/2025

State: GEORGIA

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
GA	.14	23,375	35,421	12,046	0	55,660	0	0	21,500
(A) (B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses		
.14	23,375	35,421	12,046	0	55,660	0	0	0	

	Primary Losses		Stabilizing Value		Ratable Excess		Totals	
	(I)		C * (1 - A) + G		(A) * (F)		(J)	
Actual	0		75,763		0		75,763	
	(E)		C * (1 - A) + G		(A) * (C)		(K)	
Expected	12,046		75,763		3,273		91,082	
	ARAP		FLARAP		SARAP		MAARAP	
							(J) / (K)	
Factors							.83	

NCCI'S EXPERIENCE RATING WORKSHEET SUMMARY PAGE NOW INCLUDES A COLUMN FOR THE STATE'S APPROVED PRIMARY/EXCESS LOSS SPLIT POINT, APPLICABLE TO THE RATING EFFECTIVE DATE. ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS AS PART OF A NET DEDUCTIBLE PROGRAM.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Worley Schilling and Randall 146 North Fairground Street Marietta, GA 30060	CONTACT NAME: Mona Coker	FAX (A/C, No): 770-426-8601
	PHONE (A/C, No, Ext): 770-428-1565	
	E-MAIL ADDRESS: mona@wsrinsurance.com	
INSURED Chatfield Contracting Inc. PMB# 175 2500 Dallas Hwy. SW, Suite 202 Marietta, GA 30064	INSURER(S) AFFORDING COVERAGE	
	INSURER A: BITCO General Insurance Corp	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	CLP 3 764 907	11/18/2025	11/18/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CAP 3 765 365	11/18/2025	11/18/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000	Y	Y	CUP 3 765 364	11/18/2025	11/18/2026	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WC 3 765 363	11/18/2025	11/18/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Scheduled Equipment			CLP 3 764 907	11/18/2025	11/18/2026	Ded 2,500 1,309,165

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Kennesaw 3080 Moon Station Rd Kennesaw, GA 30144	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



STATE OF GEORGIA

Brad Raffensperger, Secretary of State
State Construction Industry Licensing Board

Utility Contractor

LICENSE NO. UC301321

Chatfield Contracting, Inc.

Utility Manager: Johnny Alvin Postell Jr

2500 Dallas Hwy, Ste 202 PMB #175

Marietta, GA 30064

Expiry Date - 04/30/2027

Status - Active

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the GOALS Portal <https://goals.sos.ga.gov/>.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia Professional Licensing Boards Division

3920 Arkwright Rd, Suite 195

Macon, GA 31210

Phone: (404) 424-9966

<https://goals.sos.ga.gov/>.



STATE OF GEORGIA

Brad Raffensperger, Secretary of State
State Construction Industry Licensing Board

Utility Contractor

LICENSE NO. UC301321

Chatfield Contracting, Inc.

Utility Manager: Johnny Alvin Postell Jr

2500 Dallas Hwy, Ste 202 PMB #175

Marietta, GA 30064

Expiry Date - 04/30/2027

Status - Active



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 5, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2CH265

Chatfield Contracting, Inc.
2500 Dallas Hwy., Ste. 202, PMB#175
Marietta, GA 30064

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$17,700,000.00

CERTIFICATE EXPIRES: June 30, 2026

PRIMARY WORK CLASS/CODE: 205

SECONDARY WORK CLASS(ES)/CODE(S): 201, 209, 310, 441, 550, 660 and 668.

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA



BID PROPOSAL

1337 Canton Rd
STE. K
Marietta, Ga. 30066

Date of Quote: 5/12/26
Customer: City of Kennesaw
ATTN: Amanda Stevens
Construction Cost Estimate: **\$36,225.00**
Bid Name: 2752 St Charels Ln NW
Estimated Start date: TBD
Estimate#

SUBMITTED BY:
Chandler Harrelson

Item #	Approx. QUAN	Units	Description	Unit Price	Total Cost
BID SCHEDULE					
1	1	LS	Grading and Complete	\$12,525.00	\$12,525.00
2	1	LS	Remove & Replace Wooden Fence	\$2,500.00	\$2,500.00
3	1	LS	Double Wing Catch Basin And Throat	\$4,250.00	\$4,250.00
4	30	LF	Curb and Gutter	\$45.00	\$1,350.00
5	40	LF	30" CMP	\$315.00	\$12,600.00
6	1	LS	57 Stone Bedding	\$3,000.00	\$3,000.00
				\$0.00	\$0.00
				\$0.00	\$0.00
			Total		\$36,225.00
ADD/ALTERNATE					
1	1	LS	Head Wall if Unable to Save the Existing	\$3,250.00	\$3,250.00
2	1	LS	Road Repair	\$5,000.00	\$5,000.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
			SUB TOTAL		\$8,250.00

Total Lump Sum Price	\$36,225.00
Total Lump Sum Price With Add ON	\$44,475.00

TERMS AND CONDITIONS

Accepte by: Customer Signature



Item Report

TO: The Honorable Mayor and City Council
FROM: Ricky Stewart, Public Works Director
DATE: June 1, 2026
TITLE: **Surplus: Zero Turn Mower**
 Approval to surplus Exmark Lazer zero turn mower on GovDeals.

Summary: Public Works is requesting to surplus a zero turn mower that is no longer operable. Staff will attempt to sell the surplus item in the open market; however, if no bids are received then the item will be sold as scrap metal. The surplus item is as follows:

Year	Make / Model	VIN Number / Serial Number	Department
2019	Exmark Lazer LZS801GKA524A2	406341543	Public Works

Recommendation:

The Public Works Director recommends declaring the mower as surplus.

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: June 1, 2026

TITLE: **Final Plat Application: 3057 N. Main Street**
 Consideration for approval of the final plat application submitted by Shannon Johnson on behalf of Crawford Creek Development, LLC for 3057 N. Main Street (Parcel #20012702300); this plat subdivides the existing 5.98 +/- acres for the development of a townhome subdivision known as The Townes at Cantrell. Case #FP2026-01

Summary:

The application was submitted by Shannon Johnson on behalf of Crawford Creek Development, LLC to subdivide a single lot totaling approximately 5.98 +/- acres for the development of 38 townhome dwelling units. In 2018, the parcel was included in a rezoning approved by the Mayor and Council, and the first phase of the development now known as Cantrell Crossing was completed and recorded in 2019. The Plan Review Committee has reviewed the final plat, determined that it is in compliance with applicable requirements, and recommends approval.

Recommendation:

Planning and Zoning recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. FP2026-01_3057 N Main St_Final Plat_Application
2. FP2026-01_3057 N Main St_Final Plat_Survey
3. FP2026-01_3057 N Main St_Final Plat_PRC Letter



Date Received 02/02/26
 Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Preliminary Plat _____ Final Plat ☒ Revised Plat _____ Parcel Combination _____ Parcel Split _____

Is this property located within the Kennesaw Historic District (yes) _____ (no) ☒

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND PLAN REVIEW STAFF PRIOR TO THE SUBMISSION OF THE APPLICATION IS MANDATORY.

Date of Consultation _____ Staff Initials _____

DEVELOPMENT NAME THE TOWNES AT CANTRELL Number of Units 38 units

PURPOSE OF DEVELOPMENT FINAL PLAT - TOWNHOMES

WHAT IS THE REVISION BEING MADE Subdivision of the existing parcel

ADDRESS OF PROPERTY 3057 N. MAIN STREET

Parcel ID 20012702300 Lot Size 5.98 AC Present Zoning PUD-R

Current Use _____ Proposed Use Townhome subdivision

APPLICANT SHANNON JOHNSON

Applicant address _____

(Phone) _____ Email Address _____

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: Ashley M. Anderson 01/27/26
 Notary Date

REPRESENTATIVE Dean A. Conn (Phone #) _____ Email Address _____

Representative Signature [Signature]

Signed, sealed and delivered in presence of: Dean A. Conn 1/29/2026
 Notary Date

TITLEHOLDER Dean A. Conn (Phone #) _____

Titleholder Signature [Signature] Address _____

Signed, sealed and delivered in presence of Notary [Signature] Date 1/29/26





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? NO

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

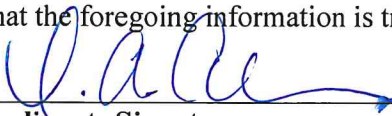
Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 29th day of January, 2026


Applicants Signature

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.



CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice at:

**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530**

After Recording, Return To:
McLain & Merritt, P.C.
3445 Peachtree Road NE, Suite 500
Atlanta, GA 30326

Order No.: 25-0698CM

PARCEL ID: 20012702300

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, made this 23rd day of April, 2025, between Christ Community Church of Cobb County PCA, Inc., a Georgia non-profit corporation, as party or parties of the first part, hereinafter called Grantor, and Crawford Creek Development, LLC, a Georgia limited liability company, as party of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH

Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED:

TOGETHER WITH all rights, members, structures, easements, alleys, ways, appurtenances, improvements, chattels, timber, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments.

SUBJECT ONLY to those matters set forth and described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions"), incident or appurtenant thereto (hereinafter referred to collectively as the "Property").

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, Grantor has executed this instrument by and through its duly authorized Corporate Officer(s) with the Corporate Seal affixed thereto on this 23rd day of April, 2025.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
My Commission Expires: _____

Christ Community Church of Cobb County PCA, Inc.,
a Georgia non-profit corporation

BY: [Signature] (SEAL)
Phillip Lucas, Authorized Signer

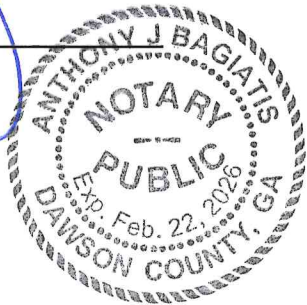


EXHIBIT "A"
Legal Description

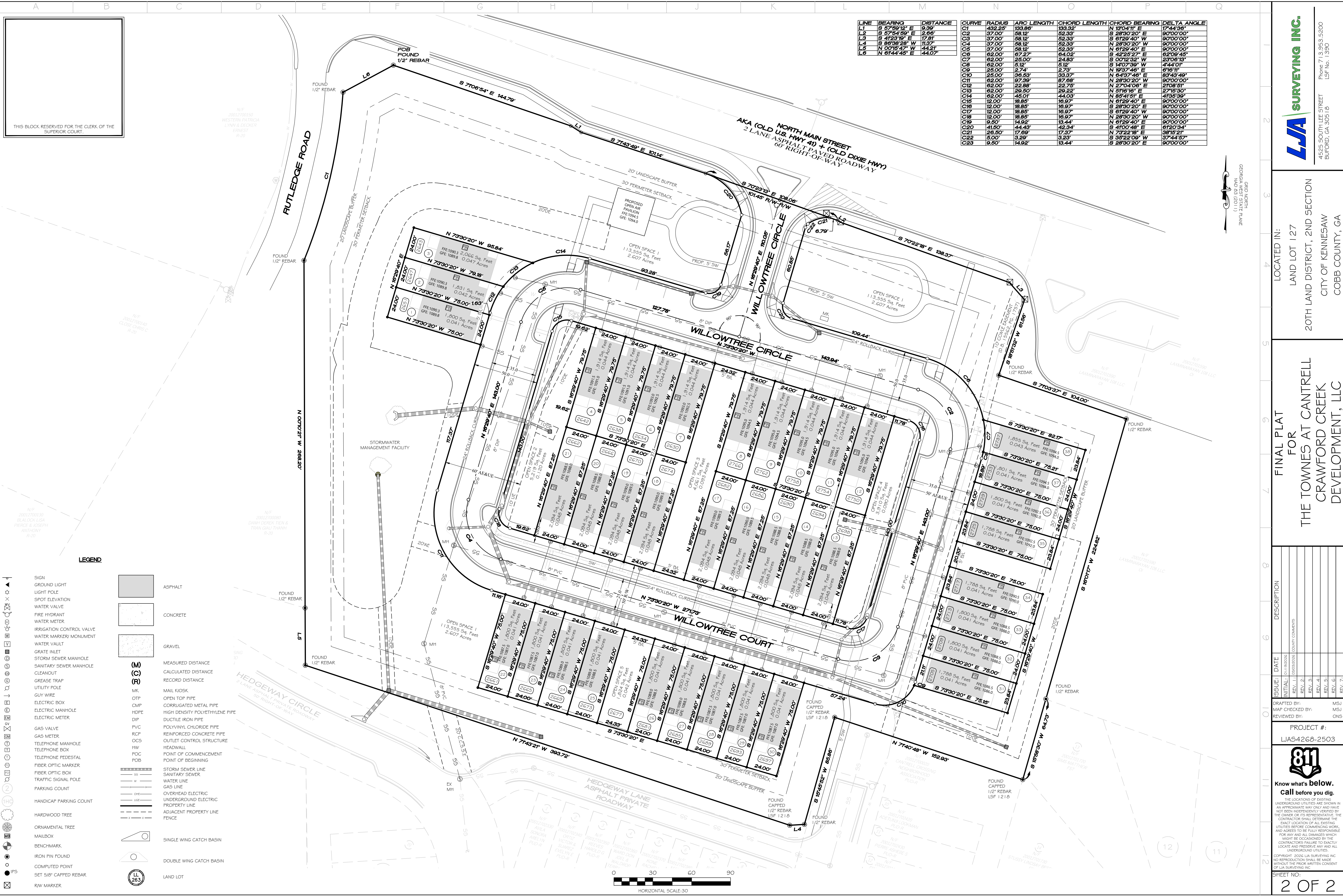
A TRACT OF LAND SITUATED IN LAND LOTS 127 AND 140 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERLY END OF THE MITERED INTERSECTION OF THE EASTERLY MARGIN OF RUTLEDGE ROAD (50 FOOT WIDE RIGHT-OF-WAY) AND THE SOUTHERLY MARGIN OF NORTH MAIN STREET, a.k.a OLD U.S. HIGHWAY 41 (VARIABLE WIDTH RIGHT-OF-WAY); THENCE ALONG SAID SOUTHERLY MARGIN OF NORTH MAIN STREET THE FOLLOWING FOUR COURSES: 1) THENCE (A GRID BEARING) SOUTH 71°06'41" EAST A DISTANCE OF 353.18 FEET TO A CONCRETE MONUMENT FOUND; 2) THENCE SOUTH 58°56'16" EAST A DISTANCE OF 12.97 FEET TO A CONCRETE MONUMENT FOUND; 3) THENCE SOUTH 70°35'57" EAST A DISTANCE OF 137.65 FEET TO A CONCRETE MONUMENT FOUND; 4) THENCE, SOUTH 41°16'49" EAST A DISTANCE OF 18.65 FEET TO A CONCRETE MONUMENT FOUND; THENCE LEAVING SAID SOUTHERLY MARGIN OF NORTH MAIN STREET, SOUTH 18°57'54" WEST A DISTANCE OF 61.95 FEET TO A 1/2 INCH REBAR FOUND; THENCE SOUTH 71°02'32" EAST A DISTANCE OF 103.98 FEET TO A MAG NAIL FOUND IN THE TOP OF A WALL; THENCE SOUTH 16°00'50" WEST A DISTANCE OF 224.75 TO THE NORTHWEST CORNER OF THE KENNESBOROUGH SQUARE PHASE III PLAT AS RECORDED IN PLAT BOOK 138, PAGE 72 IN THE PUBLIC RECORDS OF COBB COUNTY, GA; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND ALONG THE WEST LINE OF SAID PLAT SOUTH 16°00'50" WEST A DISTANCE OF 64.62 TO THE NORTHEAST CORNER OF THE FINAL PLAT FOR CANTRELL CROSSING AS RECORDED IN PLAT BOOK 279, PAGE 719 IN AFORESAID PUBLIC RECORDS, BEING A CAPPED REBAR SET (LB 7832) AND LYING 4.27 FROM A 1/2 INCH REBAR FOUND ON THE PREVIOUS COURSE; THENCE ALONG THE NORTHERLY LINE OF SAID PLAT FOR CANTRELL CROSSING THE FOLLOWING FIVE COURSES: 1) THENCE NORTH 71°00'50" WEST A DISTANCE OF 153.04 FEET TO A CAPPED REBAR SET (LB 7832); 2) THENCE SOUTH 15°41'18" WEST A DISTANCE OF 85.81 FEET TO A TO A CAPPED REBAR SET (LB 7832); 3) THENCE SOUTH 86°03'56" WEST A DISTANCE OF 11.34 FEET TO A CAPPED REBAR SET (LB 7832); 4) THENCE NORTH 71°45'13" WEST A DISTANCE OF 393.71 FEET TO A CAPPED REBAR SET (LB 7832); 5) THENCE NORTH 00°20'14" WEST A DISTANCE OF 44.55 FEET TO A 1-1/2 INCH PIPE FOUND; THENCE NORTH 00°08'44" WEST A DISTANCE OF 268.20 FEET TO THE EASTERLY MARGIN OF AFORESAID SAID RUTLEDGE ROAD, TO A 1/2 INCH REBAR FOUND AND BEING ALONG A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG SAID EASTERLY MARGIN OF RUTLEDGE ROAD AND CURVE AN ARC DISTANCE OF 133.85 FEET, HAVING A RADIUS OF 432.25 FEET, A CHORD BEARING OF NORTH 13°02'35" EAST AND A CHORD DISTANCE OF 133.32 FEET, BEING A CAPPED REBAR SET (LB 7832); THENCE NORTH 61°46'25" EAST FOR A DISTANCE OF 44.09 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 259,827 SQUARE FEET, OR 5.964 ACRES, MORE OR LESS.

EXHIBIT "B"
(Permitted Exceptions)

General and special taxes and assessments for 2025 and subsequent years, not yet due and payable.

1. Right of Way Deed from Christ Community Church of Cobb County, PCA, Inc. to Cobb County, dated June 21, 2011, recorded in Deed Book 14867, Page 1177.
2. Temporary Construction Easement for Construction of Slopes from Christ Community Church of Cobb County, PCA, Inc. to Cobb County, dated June 21, 2011, recorded in Deed Book 14876, Page 1181.
3. Driveway Easement from Christ Community Church of Cobb County, PCA, Inc. to Cobb County, dated June 21, 2011, recorded in Deed Book 14867, Page 1184.
4. Right of Way Deed from Christ Community Church of Cobb County PCA, Inc., to City of Kennesaw, dated June 12, 2014, recorded in Deed Book 15164, Page 1773.
5. Temporary Construction Easement from Christ Community Church of Cobb County PCA, Inc. to City of Kennesaw, dated June 12, 2014, recorded in Deed Book 15164, Page 1779.
6. Grant of Easement Water from Christ Community Church of Cobb County PCA, Inc. to Cobb County, dated June 18, 2018, recorded in Deed Book 15562, Page 1757.
7. Drainage Easement from Christ Community Church of Cobb County PCA, Inc. to Rutledge Road Investment Partners, LLC, dated August 29, 2018, recorded in Deed Book 15570, Page 3761.
8. Temporary Construction Easement Agreement by and between Christ Community Church of Cobb County PCA, Inc. and Rutledge Road Investment Partners, LLC, dated August 29, 2018, recorded in Deed Book 15570, Page 3775.
9. Sanitary Sewer Easement Agreement by and between Christ Community Church of Cobb County PCA, Inc. and Rutledge Road Investment Partners, LLC, dated August 29, 2018, recorded in Deed Book 15570, Page 3787.



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.

- LEGEND**
- SIGN
 - GROUND LIGHT
 - LIGHT POLE
 - SPOT ELEVATION
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - IRRIGATION CONTROL VALVE
 - WATER MARKER MONUMENT
 - WATER VAULT
 - GRATE INLET
 - STORM SEWER MANHOLE
 - SANITARY SEWER MANHOLE
 - CLEANOUT
 - GREASE TRAP
 - UTILITY POLE
 - GUY WIRE
 - ELECTRIC BOX
 - ELECTRIC MANHOLE
 - ELECTRIC METER
 - DIP
 - GAS VALVE
 - GAS METER
 - TELEPHONE MANHOLE
 - TELEPHONE BOX
 - TELEPHONE PEDESTAL
 - FIBER OPTIC MARKER
 - FIBER OPTIC BOX
 - TRAFFIC SIGNAL POLE
 - PARKING COUNT
 - HANDICAP PARKING COUNT
 - HARDWOOD TREE
 - ORNAMENTAL TREE
 - MAILBOX
 - BENCHMARK
 - IRON PIN FOUND
 - COMPUTED POINT
 - SET 5/8" CAPPED REBAR
 - R/W MARKER
- ASPHALT**
- CONCRETE**
- GRAVEL**
- MEASURED DISTANCE**
- CALCULATED DISTANCE**
- RECORD DISTANCE**
- MAIL KIOSK**
- OPEN TOP PIPE**
- CORRUGATED METAL PIPE**
- HIGH DENSITY POLYETHYLENE PIPE**
- DUCTILE IRON PIPE**
- POLYVINYL CHLORIDE PIPE**
- REINFORCED CONCRETE PIPE**
- OUTLET CONTROL STRUCTURE**
- HEADWALL**
- POINT OF COMMENCEMENT**
- POINT OF BEGINNING**
- STORM SEWER LINE**
- SANITARY SEWER**
- WATER LINE**
- GAS LINE**
- OVERHEAD ELECTRIC**
- UNDERGROUND ELECTRIC**
- PROPERTY LINE**
- ADJACENT PROPERTY LINE**
- FENCE**
- SINGLE WING CATCH BASIN**
- DOUBLE WING CATCH BASIN**
- LAND LOT**

LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
L1	S 57°59'12" E	9.39'	C1	432.25'	133.86'	133.32'	N 13°04'11" E	17°44'36"
L2	S 57°54'59" E	2.66'	C2	37.00'	58.12'	52.33'	S 28°30'20" W	90°00'00"
L3	S 47°23'19" E	17.81'	C3	37.00'	58.12'	52.33'	S 67°29'40" W	90°00'00"
L4	S 86°38'28" W	11.37'	C4	37.00'	58.12'	52.33'	N 28°30'20" W	90°00'00"
L5	N 00°15'47" W	44.21'	C5	37.00'	58.12'	52.33'	N 67°29'40" E	90°00'00"
L6	N 67°44'45" E	44.07'	C6	62.00'	67.37'	64.02'	S 42°23'27" E	62°09'45"
			C7	62.00'	25.00'	24.83'	S 00°12'32" W	23°06'13"
			C8	62.00'	5.12'	5.12'	S 14°07'39" W	4°44'01"
			C9	25.00'	2.74'	2.73'	N 93°37'48" E	6°16'11"
			C10	24.00'	36.53'	33.37'	N 64°37'46" E	85°43'49"
			C11	62.00'	97.39'	87.68'	N 28°30'20" W	90°00'00"
			C12	62.00'	22.88'	22.75'	N 27°04'06" E	2°08'51"
			C13	62.00'	29.50'	29.22'	N 51°16'16" E	27°15'30"
			C14	62.00'	45.01'	44.03'	N 55°41'51" E	4°35'39"
			C15	12.00'	18.85'	16.97'	N 67°29'40" E	90°00'00"
			C16	12.00'	18.85'	16.97'	S 28°30'20" E	90°00'00"
			C17	12.00'	18.85'	16.97'	S 67°29'40" W	90°00'00"
			C18	12.00'	18.85'	16.97'	N 28°30'20" W	90°00'00"
			C19	9.50'	14.92'	13.44'	N 67°29'40" E	90°00'00"
			C20	41.50'	44.43'	42.34'	S 47°00'48" E	67°03'34"
			C21	26.50'	17.69'	17.37'	N 73°22'18" E	3°15'21"
			C22	5.00'	3.29'	3.23'	S 35°22'09" W	37°44'57"
			C23	9.50'	14.92'	13.44'	S 28°30'20" E	90°00'00"

LJA SURVEYING INC.

4525 SOUTH LEE STREET
BUTLER, GA 30516

Phone 770.953.5200
LSP No. 150

LOCATED IN:

LAND LOT 127

20TH LAND DISTRICT, 2ND SECTION

CITY OF KENNESAW

COBB COUNTY, GA

FINAL PLAT
FOR
THE TOWNIES AT CANTRELL
CRAWFORD CREEK
DEVELOPMENT, LLC

ISSUE	DATE	DESCRIPTION
INITIAL	10/18/2024	COUNTY COMMENTS
REV. 1	10/18/2024	COUNTY COMMENTS
REV. 2		
REV. 3		
REV. 4		
REV. 5		
REV. 6		
REV. 7		

DRAFTED BY: NSJ
MAP CHECKED BY: NSJ
REVIEWED BY: ONS

PROJECT #:
LJA54268-2503

811
Know what's below.
Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

COPYRIGHT © 2024 LJA SURVEYING INC. NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF LJA SURVEYING INC.

SHEET NO:
2 OF 2



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Plan Review Committee Members
Chanelle Campbell, Planning and Zoning Director
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: June 1, 2026

The final plat (FP2026-01) was submitted by the applicant Shannon Johnson on behalf of Crawford Creek Development, LLC for 3057 N. Main Street (Parcel #20012702300) and it was received and reviewed by the Plan Review Committee. The final plat was submitted for the development of the new subdivision known as The Townes at Cantrell consisting of thirty-eight (38) townhomes on 5.98 +/- acres of land. All members of the Plan Review Committee have verified said plat, and all comments were addressed. The final plat is in compliance and ready for your consideration and approval.



Scott Banks, Plan Review Coordinator



Item Report

TO: The Honorable Mayor and City Council

FROM: Chanelle Campbell, Planning and Zoning Director

DATE: June 1, 2026

TITLE: **Final Plat Application: 1651 McCollum Pkwy**
 Consideration for approval of the final plat application submitted by Steven Batchelder on behalf of Piedmont Residential for 1651 McCollum Pkwy (Parcel #20009900010); this plat subdivides the existing 5.13 +/- acres for the development of a townhome subdivision known as Ross Pointe. Case #FP2026-02

Summary:

The application was submitted by Steven Batchelder on behalf of Piedmont Residential to subdivide a single lot totaling approximately 5.13 +/- acres for the development of 68 townhome dwelling units. In 2024, Mayor and Council approved the rezoning of the parcel from R-15, Single Family Residential to Planned Unit Development-Residential (PUD-R). The Plan Review Committee has reviewed the final plat, determined that it is in compliance with applicable requirements, and recommends approval.

Recommendation:

Planning and Zoning recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. FP2026-02_1651 McCollum Pkwy_Final Plat_Application
2. FP2026-02_1651 McCollum Pkwy_Final Plat_Survey
3. FP2026-02_1651 McCollum Pkwy_Final Plat_PRC Letter



Date Received 03/23/26

Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Preliminary Plat _____ Final Plat X Revised Plat _____ Parcel Combination _____ Parcel Split _____

Is this property located within the Kennesaw Historic District (yes) _____ (no) X

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND PLAN REVIEW STAFF PRIOR TO THE SUBMISSION OF THE APPLICATION IS MANDATORY.

Date of Consultation _____

Staff Initials _____

DEVELOPMENT NAME Ross Pointe

Number of Units 68

PURPOSE OF DEVELOPMENT Housing

WHAT IS THE REVISION BEING MADE _____

ADDRESS OF PROPERTY 1651 McCollum Pkwy NW

Parcel ID 20009900010 Lot Size N/A Present Zoning PUD-R

Current Use Residential Proposed Use _____

APPLICANT Steven Batchelder as BGE Inc. representing Piedmont Residential

Applicant address [REDACTED]

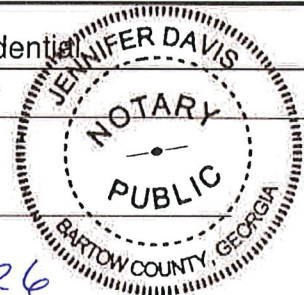
(Phone #) [REDACTED] Email Address [REDACTED]

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: Jennifer Davis

Notary

Date 3/2/26



REPRESENTATIVE _____ (Phone #) _____ Email Address _____

Representative Signature _____

Signed, sealed and delivered in presence of: _____

Notary

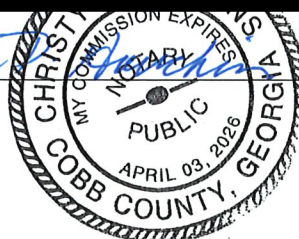
Date

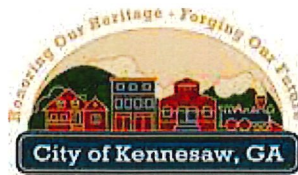
TITLEHOLDER PR Land Investments LLC (Phone #) [REDACTED]

Titleholder Signature [Signature] Address [REDACTED]

Signed, sealed and delivered in presence of Notary Christy [Signature]

Date 3/4/26





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? NO

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 4TH day of MARCH, 2026

Applicants Signature

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

Tax Parcel #20009900010

The Abram Law Group, LLC
1200 Ashwood Parkway, Suite 560
Atlanta, GA 30338
770/349-0120
File #22-0490

EXECUTOR'S DEED

STATE OF GEORGIA
COUNTY OF PAULDING

THIS INDENTURE is made as of 23rd day of July, in the year two thousand and twenty-four, between **LINDA S. ROSS and BRENDA R. DURHAM as CO-EXECUTORS OF THE LAST WILL AND TESTAMENT OF DAISY B. ROSS a/k/a DAISY BELLE ROSS** (hereinafter referred to as the "Deceased"), late of Paulding County, Georgia (hereinafter referred to as "Grantor") and **PR LAND INVESTMENTS, LLC, a Georgia limited liability company** (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR (acting under and by virtue of the power and authority contained in the will of the Deceased, it having been duly probated and recorded in the Court of Probate of Paulding County, Georgia), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 98 and 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein for a complete legal description.

RECITAL: Daisy B. Ross a/k/a Daisy Belle Ross, a resident of Paulding County, Georgia, died testate on October 2, 2022. Her Will was probated in solemn form and Letters Testamentary were issued to Brenda R. Durham and Linda S. Ross and recorded in Paulding County Records. They are acting in accordance with the terms of said Will.

By execution hereof, Grantor warrants that all estate taxes have been paid or provided for.

TO HAVE AND TO HOLD the Land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

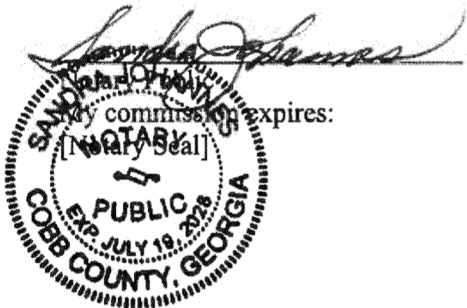
EXECUTED under seal as of the date above.

GRANTOR:

Signed, sealed and delivered in
the presence of:

W. Allen Separk
Witness

Linda S. Ross (SEAL)
Linda S. Ross, as Co-Executor of the Last
Will and Testament of Daisy B. Ross a/k/a
Daisy Belle Ross



Brenda R. Durham (SEAL)
Brenda R. Durham, as Co-Executor of the
Last Will and Testament of Daisy B. Ross
a/k/a Daisy Belle Ross

PR\MCCOLLUMPKWY\SALEDOCS\Executor's Deed

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 98 and 99 of the 20th District and 2nd Section of Cobb county, Georgia, and more particularly described as follows:

BEGINNING at a point on the southwesterly side of Chalker Road 54 feet south as measured along the west line of Land Lot 98 from the northwest corner of Land Lot 98; running thence southeasterly along the southwesterly side of said road 90 feet to G. W. Chalker Estate; thence south along the west line of said Chalker property 576 feet; thence west along the north line of said Chalker property 90 feet to the west line of Land Lot 98 and to the property of G.R. Davis; continuing west along the north line of said Davis property 279 feet; thence north along the east line of said Davis property 563 feet to the north line of Land Lot 99; thence east along the north line of Land Lot 99, a distance of 279 feet to the northwest corner of Land Lot 98; thence south along the west line of Land Lot 98, a distance of 54 feet to the point of beginning, being improved property having a house located thereon.

Less and except approximately .05 acres north of Chalker Road, conveyed to Georgia Marietta Co., by James M. Ross by Warranty Deed dated June 25, 1973 and recorded in Deed Book 1446, Page 96 of the Cobb County Records.

FURTHER LESS AND EXCEPT any portion of the above-described property lying within the dedicated right-of-way of McCollum Parkway formerly known as Chalker Road.

1651 McCollum Parkway**Legal Description – As Surveyed**

5.13 Acres

223,648 Sq. Ft.

All that tract or parcel of land lying and being in Land Lots 98 and 99 of the 20th District and 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

Beginning at a 1" square road found at the intersection of the northeasterly corner of the property now or formerly owned by the City of Kennesaw and the and the northwesterly corner of the property now or formerly owned by Max D. Kaley, Herbert C. McCollum and Kathryn Henderson, Executrix on the southerly line of the described property; Thence, N 88° 06' 25" W, 278.62 feet to a ½" rebar found; Thence, N 01° 26' 27" E, 12.81 feet to a ½" rebar found; Thence, N 01° 23' 43" E, 27.76 feet to a 3/8" rebar found; Thence, N 01° 32' 35" E, 20.42 feet to a 3/8" rebar found; Thence, N 01° 34' 20" E, 20.34 feet to a 3/8" rebar found; Thence, N 01° 07' 15" E, 20.45 feet to a 3/8" rebar found; Thence, N 01° 41' 22" E, 20.39 feet to a 3/8" rebar found; Thence, N 01° 17' 06" E, 43.52 feet to a ½" rebar found; Thence, N 01° 29' 46" E, 59.37 feet to a ½" rebar found; Thence, N 01° 14' 44" E, 20.10 feet to a ½" rebar found; Thence, N 01° 44' 31" E, 19.90 feet to a ½" rebar found; Thence, N 00° 58' 00" E, 19.97 feet to a ½" rebar found; Thence, N 01° 58' 34" E, 19.95 feet to a ½" rebar found; Thence, N 01° 26' 09" E, 63.86 feet to a ½" rebar found; Thence, N 01° 23' 53" E, 32.22 feet to a ½" rebar found; Thence, N 01° 09' 00" E, 20.93 feet to a ½" rebar found; Thence, N 01° 14' 37" E, 20.83 feet to a ½" rebar found; Thence, N 00° 39' 15" E, 20.76 feet to a ½" rebar found; Thence, N 02° 31' 00" E, 21.07 feet to a capped ½" rebar set; Thence, N 00° 32' 40" W, 12.73 feet to a ½" rebar found; Thence, N 01° 51' 00" E, 4.03 feet to a ½" rebar found; Thence, N 02° 08' 19" E, 19.99 feet to a 3/8" rebar found; Thence, N 01° 56' 12" E, 20.04 feet to a ½" rebar found; Thence, N 01° 25' 59" E, 20.01 feet to a capped ½" rebar set; Thence, N 01° 25' 59" E, 60.67 feet to a capped ½" rebar set on the right-of-way of McCollum Road (Variable R/W); Thence, continuing along said right-of-way, S 88° 49' 52" E, 9.95 feet to a point; Thence, N 89° 09' 50" E, 35.94 feet to a point; Thence, along a curve turning to the right, having a radius of 887.84 feet, an arc distance of 141.92, and a chord bearing S 84° 02' 30" E for 141.76 feet to a point; Thence, along a curve turning to the right, having a radius of 326.06 feet, an arc distance of 64.98, and a chord bearing S 73° 45' 12" E for 64.87 feet to a point; Thence, along a curve turning to the left, having a radius of 30932.22 feet, an arc distance of 38.22, and a chord bearing S 68° 04' 46" E for 38.22 feet to a point; Thence, S 66° 28' 53" E, 47.01 feet to a point; Thence, S 64° 49' 16" E, 54.38 feet to a capped ½" rebar set; Thence, leaving said right-of-way, S 06° 27' 13" W, 33.01 feet to a capped ½" rebar set; Thence, S 03° 25' 13" W, 44.69 feet to a capped ½" rebar set; Thence, S 03° 01' 50" W, 29.79 feet to a capped ½" rebar set; Thence, S 03° 02' 53" W, 103.24 feet to a capped ½" rebar set; Thence, S 00° 59' 56" W, 31.60 feet to a capped ½" rebar set; Thence, S 02° 47' 36" W, 31.17 feet to a capped ½" rebar set; Thence, S 03° 11' 07" W, 42.22 feet to a point; Thence, S 02° 24' 39" W, 230.31 feet to a capped ½" rebar set;

Thence, N 88° 06' 25" W, 86.54 feet to a 1" square rod, said rod being the TRUE POINT OF BEGINNING.



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2025 Property Tax Bill

Parcel ID	Tax District		Bill #						
20009900010	3/3-BOND - KENNESAW CITY		298960						
Property Owner/Location/Description			Fair Market Value	Taxable Value					
PR LAND INVESTMENTS LLC 1651 MCCOLLUM PKWY			2,000,000	800,000					
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	800,000		0		800,000		7.7500000000		\$6,200.00
BOND	800,000		0		800,000		1.4000000000		\$1,120.00
Exemptions:									
Temporary bills reflect 85% of the estimated tax under appeal. The remaining 15% will be billed after the appeal is finalized and should be forwarded to your mortgage company, if applicable.									
Pay online at: www.municipalonlinepayments.com/kennesawga									
For ownership/address changes, contact Cobb County Tax Commissioner at (770) 528-8600.									
Current Year Tax			\$7,320.00						
Interest			\$0.00						
Penalty			\$0.00						
Other Fees			\$0.00						
Payments Received			\$7,320.00						
Other Amounts Due			\$0.00						
Total Due			\$0.00						
Due Date			12/01/2025						



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20009900010
Amount Due: \$0.00
Bill#: 298960
Due Date: 12/01/2025

AMOUNT PAID

PR LAND INVESTMENTS LLC
285 PARKWAY 575
WOODSTOCK, GA 30188-6421

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



Printed: 2/25/2026

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
PR LAND INVESTMENTS LLC

PR LAND INVESTMENTS LLC

Payment Date: 10/15/2025

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2025	20009900010	10/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$24,104.00	\$0.00	



Scan this code with your
mobile phone to view
this bill!!

(CLERK OF COURT RECORDING INFORMATION)



NOTE:
- ALL ROAD SIGNS, SIDEWALKS, AND PAINT LINES ARE PROPOSED.
- CROSSWALKS ARE 8.5' WIDE.

HYDRANT 1
STATIC PRESSURE: 65 PSI
RESIDUAL PRESSURE: 45 PSI
PITOT: 40 PSI
TOTAL GPM: 1060
AVAILABLE FLOW (20 PSI): 1642 GPM
SIZE OF WATER MAIN: 8"

HYDRANT 2
STATIC PRESSURE: 65 PSI
RESIDUAL PRESSURE: 45 PSI
PITOT: 45 PSI
TOTAL GPM: 1130
AVAILABLE FLOW (20 PSI): 1750 GPM
SIZE OF WATER MAIN: 8"

HYDRANT 3
STATIC PRESSURE: 65 PSI
RESIDUAL PRESSURE: 50 PSI
PITOT: 50 PSI
TOTAL GPM: 1190
AVAILABLE FLOW (20 PSI): 2154 GPM
SIZE OF WATER MAIN: 8"

HYDRANT 4
STATIC PRESSURE: 70 PSI
RESIDUAL PRESSURE: 45 PSI
PITOT: 45 PSI
TOTAL GPM: 1130
AVAILABLE FLOW (20 PSI): 2154 GPM
SIZE OF WATER MAIN: 8"

HYDRANT 5
STATIC PRESSURE: 70 PSI
RESIDUAL PRESSURE: 50 PSI
PITOT: 50 PSI
TOTAL GPM: 1190
AVAILABLE FLOW (20 PSI): 1952 GPM
SIZE OF WATER MAIN: 8"

HYDRANT 6
STATIC PRESSURE: 70 PSI
RESIDUAL PRESSURE: 50 PSI
PITOT: 50 PSI
TOTAL GPM: 1190
AVAILABLE FLOW (20 PSI): 1952 GPM
SIZE OF WATER MAIN: 8"

PROJECT OWNER AND CONSULTANT INFORMATION

DEVELOPER:

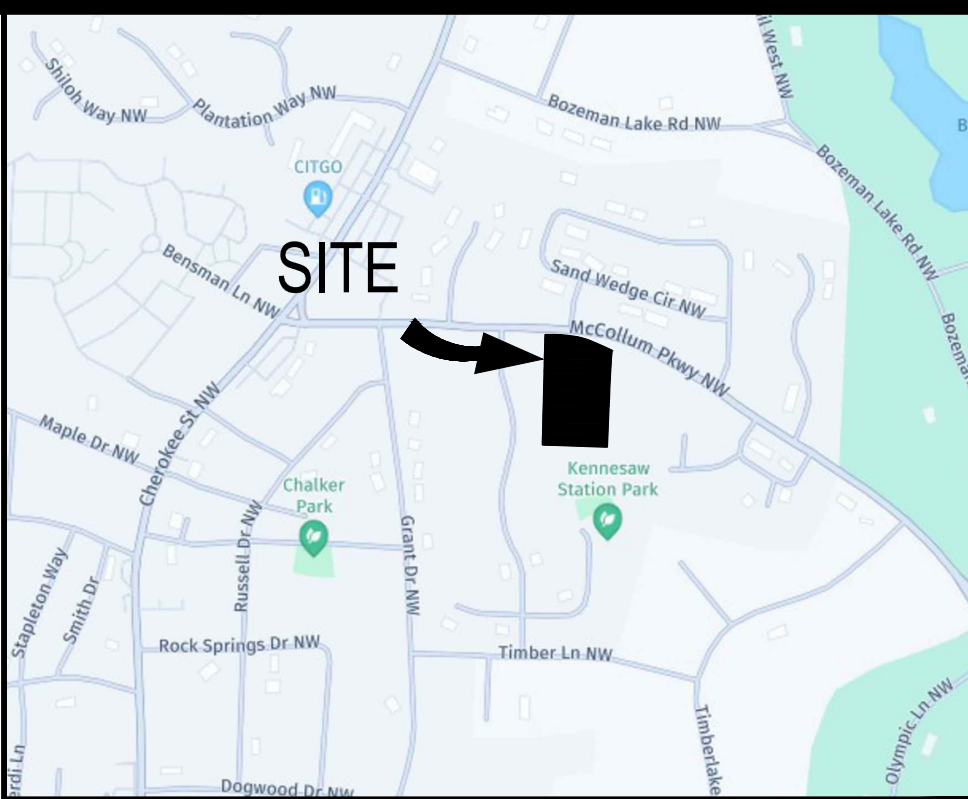
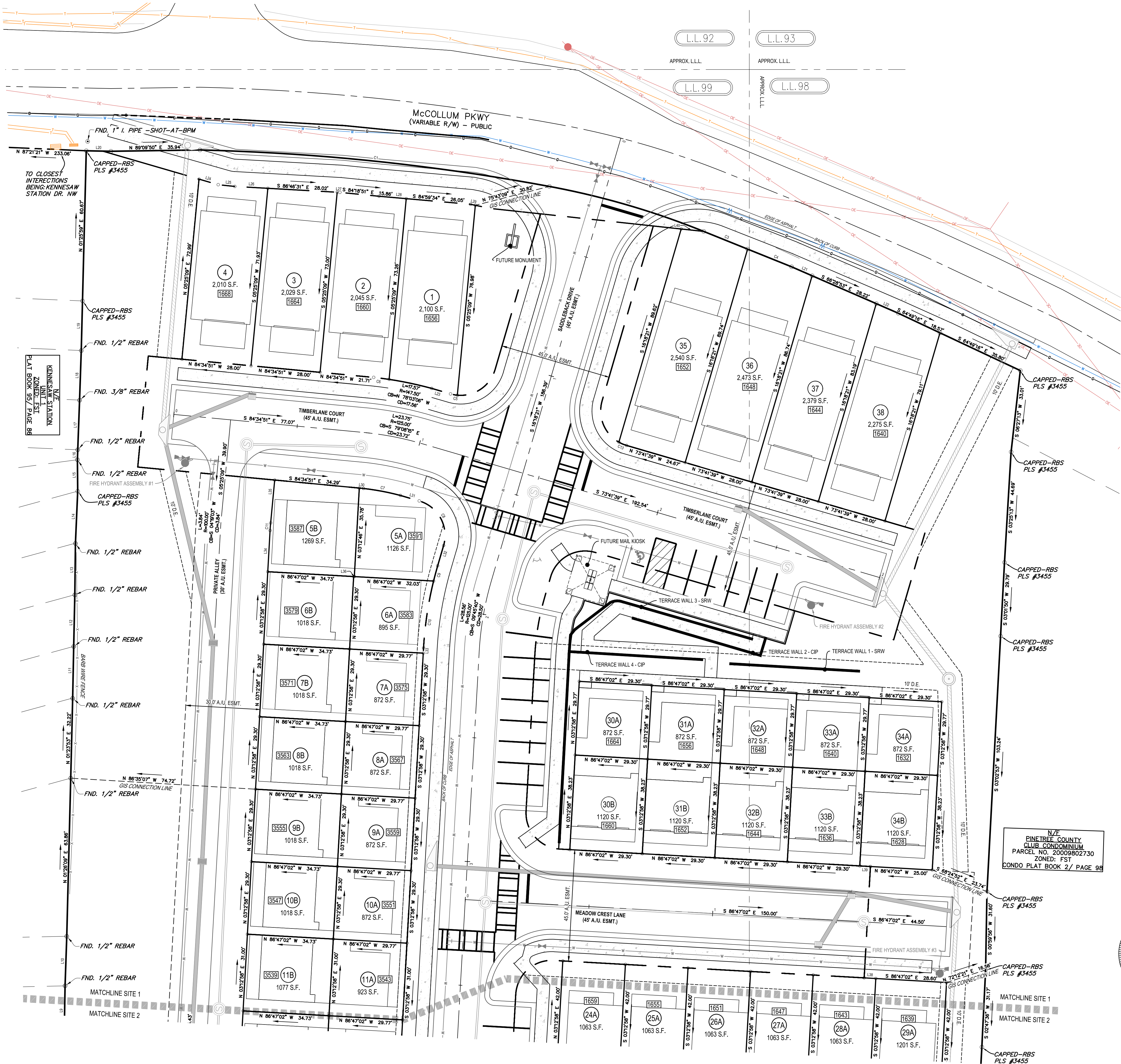
PIEDMONT RESIDENTIAL
285 PARKWAY 575
WOODSTOCK, GA 30188

24 HOUR CONTACT:
RYAN BOBBIT
(678) 366-6470

CONTRACTOR:

BICKERS CONSTRUCTION INC.
2218 MT. TABOR CHURCH RD.
DALLAS, GA 30157
(470) 581-0854 TEL

CONTACT: SCOTT PROCTOR



SITE LOCATION MAP

SYMBOL LEGEND

- EXISTING LOT NUMBER
- FIRE HYDRANT
- GRATE INLET
- HANDICAP PAVEMENT MARKING
- POWER POLE
- WATER METER
- WATER VALVE

ABBREVIATIONS LEGEND

- | | |
|-------|-------------------------------------|
| A/U | ACCESS AND UTILITY |
| CCSSE | COBB COUNTY SANITARY SEWER EASEMENT |
| CL | CENTERLINE |
| CMF | CONCRETE MONUMENT FOUND |
| OMP | CORRUGATED METAL PIPE |
| CO | CLEANOUT |
| CTP | CRIMPED TOP PIPE |
| DE | DRAINAGE EASEMENT |
| DI | DROP INLET |
| DWCB | DOUBLE WING CATCH BASIN |
| ESMT | EASEMENT |
| ELEC | ELECTRIC |
| EX | EXISTING |
| FH | FIRE HYDRANT |
| FND | FOUND |
| HOPE | HIGH DENSITY POLYETHYLENE PIPE |
| HW | HEADWALL |
| JB | JUNCTION BOX |
| MON | MONUMENT |
| OCS | OUTLET CONTROL STRUCTURE |
| OTP | OPEN TOP PIPE |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PVC | POLYVINYL CHLORIDE PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| R/W | RIGHT-OF-WAY |
| SS | SANITARY SEWER |
| SSE | SANITARY SEWER EASEMENT |
| SSMH | SANITARY SEWER MANHOLE |
| STRM | STORM |
| SWCB | SINGLE WING CATCH BASIN |

LINE TYPE LEGEND

- | | |
|-----|-------------------------|
| --- | PROPERTY LINE |
| --- | LAND LOT LINE |
| --- | OVERHEAD POWER |
| --- | TELECOMMUNICATIONS LINE |
| --- | EXISTING WATER LINE |
| --- | EXISTING SANITARY SEWER |
| --- | SANITARY SEWER |
| --- | EXISTING STORM |
| --- | STORM |
| --- | WATER LINE |
| --- | EXISTING GAS LINE |
| --- | FENCE LINE |
| --- | EASEMENT LINE |

AS REQUIRED BY SUBSECTION (d) OF O.G.C.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



PRELIMINARY FOR REVIEW

DATE



DESIGNED BY:	BAC
DRAWN BY:	STB
REVIEWED BY:	JSM
FILE NUMBER:	11629-00
DATE:	APR 29, 2026
PAGE	3 OF 4

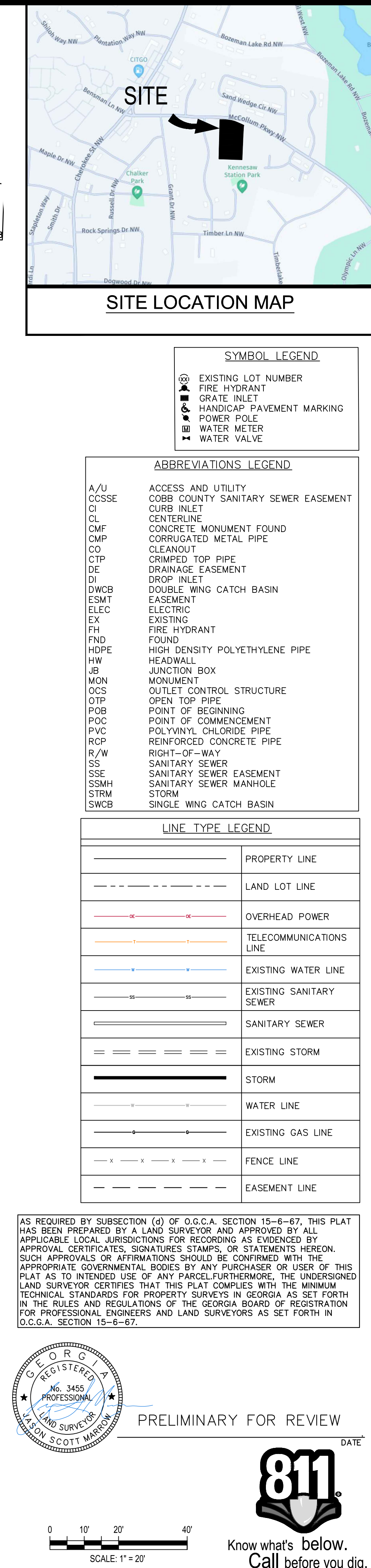
BCE

245 TOWNPARK DRIVE, SUITE 470
KENNESAW, GEORGIA 30144
WWW.BCEINC.COM
DIRECT: 404-850-3205

ROSS POINTE
LAND LOTS 98 AND 99
20TH DISTRICT 2ND SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA

SITE 1

811
No. 3455
PROFESSIONAL
LAND SURVEYOR
JASON SCOTT MARROW

[illegible]



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Plan Review Committee Members
Chanelle Campbell, Planning and Zoning Director
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: June 1, 2026

The final plat (FP2026-02) was submitted by the applicant Steven Batchelder on behalf of Piedmont Residential for 1651 McCollum Pkwy (Parcel #20009900010) and it was received and reviewed by the Plan Review Committee. The final plat was submitted for the development of the new subdivision known as Ross Pointe consisting of sixty-eight (68) townhomes on 5.13 +/- acres of land. All members of the Plan Review Committee have verified said plat, and all comments were addressed. The final plat is in compliance and ready for your consideration and approval.

Scott Banks, Plan Review Coordinator



Item Report

TO: The Honorable Mayor and City Council

FROM: Kayla Willis, Business License Manager

DATE: June 1, 2026

TITLE: **Alcohol License: 1885 Grill Kennesaw**
 Consideration for approval of a Wine Package Sales for Off Premises Consumption license for 1887 Grill LLC D/B/A 1885 Grill Kennesaw located at 2840 S Main St Kennesaw, GA 30144. Applicant: Michael Schroeder or designee

Summary:

Pursuant to the City of Kennesaw's newly adopted Ordinance Sections 6-32(c) and (d), a licensee authorized for the sale of alcoholic beverages by the drink for on-premises consumption may obtain a package wine, fortified wine, and champagne sales license for the sole purpose of selling unopened bottles of wine to customers as a part of the same transaction in which a prepared meal is purchased. This license type will be in addition to 1885 Grill Kennesaw's existing Retail Pouring License for Liquor, Beer, Wine, and Sunday Sales. All other requirements have been satisfied through the original retail pouring license. No supplementary requirements are necessary for this addition.

Recommendation:

The Finance Director recommends approval.

Fiscal Impact:

100-0000-32-190000-00000: Application Fee \$300.00

Attachments:

1. Wine Off premises App 2026 NOTARIZED_Redacted

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov



Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Wine Package Sales for Off-Premises Consumption Application

****Requires Approval from Mayor and Council****

****Do you have an Alcoholic Beverage Pouring license? If not, please complete the Alcoholic Beverage application instead.****

Business Information			
Full Name of Business: 1887 Grill LLC			
Doing Business As (DBA): 1885 Grill Kennesaw			
Alcohol License Number (Retail Pouring Only): 31278			
Business Location: Street Address 2840 S Main Street			Suite
City, State Kennesaw GA		Zip 30144	
Phone: [REDACTED]		Email:	
Mailing Address: Street Address 2840 S Main Street			Suite
City, State Kennesaw GA		Zip 30144	
Business Type: ☐ Sole Proprietor ☐ Partnership ☐ LLP ☐ Corporation ☒ LLC			

Location Information	
Property Owner of Business Location: Mike & Mike Properties LLC	
Owner's Address: [REDACTED]	Suite/Apt
City, State [REDACTED]	Zip [REDACTED]
This location is: ☐ New Construction ☒ Pre-existing	

For Pouring License Only:

Please initial each statement below.

MES I understand that this separate license is restricted to the package sale of unopened wine, fortified wine, and champagne only.

MES I acknowledge that I can only apply for package sales of unopened wine, fortified wine or champagne if I hold an existing Retail Alcohol Pouring License for on-premises consumption.

MES I understand that package sales of unopened wine, fortified wine, or champagne are required to be a part of the same transaction in which a prepared meal is purchased.

MES I understand that package sales of unopened wine, fortified wine, and champagne are to be sold for off-premises consumption only.

Continued:

Please initial each statement below.

MKS I understand that package sales of unopened wine, fortified wine, and champagne are only to be sold during the hours permitted for package wine sales under the City of Kennesaw Code of Ordinances found in Chapter 6, Section 6-93.

MKS I understand that I will incur a \$300 annual fee for this license, in addition to any applicable service fees.

MKS I understand that the sale of alcoholic beverages to any underage person(s) by me or my employees may result in the suspension or revocation of the alcoholic beverage license.

NOTICE – Any and all false information provided to the Business License Office verbally or written will subject the application to administrative denial or revocation.

The Mayor and City Council will initially consider the application on the Monday prior to the scheduled City Council meeting. The final decision will be made in a public hearing and a representative from the business must be present at the public hearing. The Business License Office may make a recommendation but has no authority in the decision regarding the license. The Business License Office will reach out to you to confirm scheduling of the appropriate City Council meeting. If there are any questions regarding the alcoholic beverage application, please contact the Business License Office at (770) 429-4540.

City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
(770) 424-8274
www.kennesaw-ga.gov



Business License Office
3080 Moon Station Road
Kennesaw, GA 30144
(770) 429-4540
businesslicense@kennesaw-ga.gov

Application Agreement

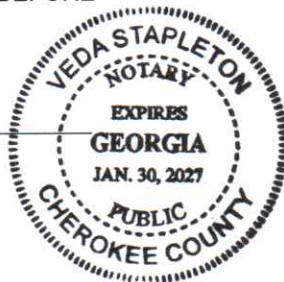
I, Michael Schroeder being duly sworn according to law, do swear to the facts and items stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I have received a copy of the amendments to the City of Kennesaw Alcoholic Beverage Code (Sections 6-32 and 6-52). I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

KENNESAW, GEORGIA
COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 25th DAY OF
April, 2026.

Veda Stapleton
Notary Public



MS
Signature of Applicant

Michael Schroeder
Printed Name

[REDACTED]
Phone Number

****Official Use by the City of Kennesaw ONLY****

Application received by the City of Kennesaw by: Kayla Willis, Business License Manager

Application to be heard by Mayor & Council on June 1, 2026 at 6:30 pm.

☒ Verify Alcoholic Beverage license is current

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: June 1, 2026
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 1, 2026

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