



AGENDA

WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, OCTOBER 26, 2026

Publication Date: October 22, 2026

TIME: 6:30 p.m.

DATE: October 26, 2026

PLACE: City Hall Conference Room 145

I. CALL TO ORDER

**II. REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING
AGENDA ITEMS**

III. REVIEW CORRESPONDENCE

IV. CITY ATTORNEY'S REPORT

V. DISCUSSION ITEMS

- a) Update of Ongoing Projects [Bender]
- b) Discussion About the Department of Community Affairs (DCA) Georgia Rehoused Program [Brown]

VI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

VII. ADJOURNMENT

The City of Snellville
2342 Oak Road
Snellville, Georgia 30078
(770) 985-3500 • FAX (770) 985-3525



AGENDA

PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, OCTOBER 26, 2026

Publication Date: October 22, 2026

TIME: 7:30 p.m.

DATE: October 26, 2026

PLACE: Council Chambers

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE TO THE FLAG
- IV. CEREMONIAL MATTERS
Administer Oath of Office to Student Youth Council
- V. MINUTES
Approve the Minutes of the September 15, 2026 Special Called Work Session and the September 28, 2026 Meetings
- VI. INVITED GUESTS
- VII. COMMITTEE / DEPARTMENT REPORTS
- VIII. APPROVAL OF THE AGENDA
- IX. PUBLIC HEARING
None
- X. CONSENT AGENDA (Please see *Note)
- XI. OLD BUSINESS

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
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XII. NEW BUSINESS

- a) Consideration and Action on Approval of the Bid for Roof Replacement on the Marigold Building Located at 2740 Lenora Church Road [Bender]
- b) Consideration and Action on a Memorandum of Understanding (MOU) between the City of Snellville and QuikTrip Allowing the Snellville Police Department to Access Onsite Security Cameras [Bender]

XIII. COUNCIL REPORTS

XIV. MAYOR'S REPORT

XV. PUBLIC COMMENTS

- Section 2-53
Each member of the public who wishes to address the Mayor and City Council in public session must submit their name, address and the topic (be as specific as possible) of their comments to the City Clerk prior to making such comments. Individuals will be allotted five minutes to make their comments and such comments must be limited to the chosen topic. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with our adopted rules of decorum.
- Decorum
You must conduct yourself in a professional and respectful manner. All remarks should be directed to the Chairman and not to individual Council Members, staff or citizens in attendance. Personal remarks are inappropriate.

XVI. EXECUTIVE SESSION

An Executive Session may be called:

- To discuss pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).
- To authorize negotiations to purchase, dispose of, or lease property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).
- Upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

XVII. ADJOURNMENT

***Note:** Items on the Consent Agenda may be read by title only. Upon the request of any Council Member, any item may be removed from the Consent Agenda and placed on the Regular Agenda prior to the adoption of the Regular Agenda. The Consent Agenda, or the remainder thereof omitting the challenged items, shall be adopted by unanimous consent.

CITY OF SNELLVILLE
MEETINGS AND LOCAL EVENTS
OCTOBER 26, 2026

October 26

Council Meeting & Public Hearing

Monday, October 26, 2026

6:30 p.m. Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

October 27

Planning Commission Meeting - Canceled

Tuesday, October 27, 2026

7:00 pm Work Session – Conference Room 145,
City Hall

7:30 pm Meeting - Council Chambers, City Hall

November 1

Broadcast of the October 26, 2026 Meeting

Sunday, November 1, 2026

6:30 p.m. - Comcast Channel 25

November 9

Council Meeting & Public Hearing

Monday, November 9, 2026

6:30 p.m. Work Session – Conference Room 145, City Hall

7:30 pm Meeting - Council Chambers, City Hall

November 10

Board of Appeals Meeting

Tuesday, November 10, 2026

7:30 p.m.

City Hall – Council Chamber

November 11

Board of Appeals Meeting - Canceled

Wednesday, November 11, 2026

3:00 – 4:00 p.m.

City Hall – Towne Greene

November 15

Broadcast of the November 9, 2026 Meeting

Sunday, November 15, 2026

6:30 p.m. - Comcast Channel 25

November 18

Downtown Development Authority Meeting

Wednesday, November 18, 2026

4:00 p.m. – 2nd Floor Conference Room 259, City Hall



SPECIAL CALLED WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
TUESDAY, SEPTEMBER 15, 2026

Present: Mayor Barbara Bender, Mayor Pro Tem Norman A. Carter Jr., Council Members Richelle Brown, Catherine Hardrick, Kerry Hetherington and Shaunt'e Pitt. Also present City Manager Matthew Pepper, Assistant City Manager Mercy Montgomery, Planning and Development Director Jason Thompson, Public Information Officer Brian Arrington, Police Chief Greg Perry, and Downtown Development Director Jan Harris. City Clerk Melisa Arnold was absent.

CALL TO ORDER

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

NEW BUSINESS

Presentation of the Market Study by Jacobs for the Property Located at the Corner of Highway 124 and Oak Road [Bender]

Consultants from Jacobs provided an overview and facilitated discussion around market analysis information and potential concepts for development.

ADJOURNMENT

Mayor Pro Tem Carter made a motion to adjourn, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:02 p.m.

Barbara Bender, Mayor

Mercy Montgomery, Asst. City Manager



**WORK SESSION
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 28, 2026**

Present: Mayor Barbara Bender, Mayor Pro Tem Norman A. Carter Jr., Council Members Richelle Brown, Catherine Hardrick, Kerry Hetherington and Shaunt'e Pitt. Also present City Manager Matthew Pepper, City Attorney Tony Powell and Associate Alexa Dato-Caudell with Tallant Howell, Captain Zach Spahr, Public Works Director Javier Gonzalez, Planning and Development Director Jason Thompson, Code Enforcement Officers Johnny Greene and Tori Fobb-Moore, Public Information Officer Brian Arrington, IT Administrator Erika Fleeman. City Clerk Melisa Arnold and Assistant City Manager Mercy Montgomery were not present.

CALL TO ORDER

Mayor Bender called the meeting to order at 6:36 p.m.

REVIEW REGULAR BUSINESS MEETING AND PUBLIC HEARING AGENDA ITEMS

Mr. Thompson gave a brief overview of the three (3) public hearing items.

REVIEW CORRESPONDENCE

None.

CITY ATTORNEY'S REPORT

Mr. Powell reviewed the process for the packaged sale license drawing that will take place during the Regular Business Meeting.

DISCUSSION ITEMS

Presentation by Walton EMC on Street Light Outages [Bender]

Mr. James Childs with Walton EMC presented the EMC's plan to address the outages of 197 lights scattered throughout the City. During the presentation, Mr. Childs reviewed the budget impact of replacing the broken lights with new LED fixtures. The Mayor and City Council reached a consensus to allow the EMC to address the outages.

Update of Ongoing Projects [Bender]

Mr. Pepper presented the most recent updates of the City's current projects.

EXECUTIVE SESSION

None.

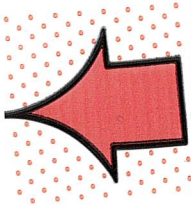
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ADJOURNMENT

Council member Hetherington made a motion to adjourn, 2nd by Council member Brown; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 7:16 p.m.

Barbara Bender, Mayor

Matthew Pepper, City Manager





**PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 28, 2026**

Present: Mayor Barbara Bender, Mayor Pro Tem Norman A. Carter Jr., Council Members Richelle Brown, Catherine Hardrick, Kerry Hetherington and Shaunt'e Pitt. Also present City Manager Matthew Pepper, Assistant City Manager Mercy Montgomery, City Attorney Tony Powell and Associate Alexa Dato-Caudell with Tallant Howell, Captain Zach Spahr, Planning and Development Director Jason Thompson, Code Enforcement Officers Johnny Greene and Tori Fobb-Moore, Public Information Officer Brian Arrington, IT Administrator Erika Fleeman and City Clerk Melisa Arnold.

CALL TO ORDER

Mayor Bender called the meeting to order at 7:30 p.m.

INVOCATION

Attorney Powell gave the invocation.

PLEDGE TO THE FLAG

Mayor Pro Tem Carter led the Pledge of Allegiance.

CEREMONIAL MATTERS

None

MINUTES

Approve the Minutes of the September 14, 2026 Meetings

Council Member Hardrick made a motion to approve the minutes of the September 14, 2026 meetings, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved.

INVITED GUESTS

None

COMMITTEE / DEPARTMENT REPORTS

None

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
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APPROVAL OF THE AGENDA

Mayor Pro Tem Carter made a motion to amend the agenda to move New Business item a) Consideration and Action on a Lottery for a License to Sell Distilled Spirits by the Package to before the Public Hearing, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved.

NEW BUSINESS

Consideration and Action on a Lottery for a License to Sell Distilled Spirits by the Package [Bender]

Mayor Bender introduced Judge William Brogdon who was appointed by the Court to oversee the process.

Judge Brogdon explained the Court-ordered process involving the numbering system and privacy procedures that he approved. He rotated the bingo cage multiple times to ensure a thorough randomization of the pool and then selected a ball revealing the number 3, which corresponded to Mr. Maxie Price, Jr. of Traditional Distillery LLC with a location of 1943 Main Street as logged on the check-in sheet.

PUBLIC HEARING

2nd Reading – RZ 26-01 – ORD 2026-07 - Consideration and Action on Application by TOMCO2 Systems Company (applicant & owner) requesting to amend the Official Zoning Map from a split zoning of LM (Light Manufacturing) & RS-30 (Single-family residential) to just LM and request to carry forward the existing conditions and variances approved under #CIC 22-02 on a 8.32 acre ± lot located at 3330 Rosebud Rd, Snellville, Georgia (Tax Parcel 5099 027)

Planning Director Thompson gave an overview of the application. He advised that there will be no further effects on the surrounding properties and that the Planning Commission and Planning Department both recommend approval with conditions.

Alice WS Price, 6954 Shiloh Road, Alpharetta, was present representing the applicant Underwood Scoggins LLC. She gave a presentation and spoke about the application. She explained it's just a cleanup for the zoning of the properties.

Mayor Bender opened the floor to public comment and asked anyone in favor or in opposition to come forward and speak. As no members of the public came forward, the session was closed.

Council Member Hetherington made a motion to approve RZ 26-01-ORD 2026-07, 2nd by Mayor Pro Tem Carter; voted 6 in favor and 0 opposed, motion approved. (A copy of ORD 2026-07 is attached to and made a part of these minutes.)

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2nd Reading – SUP 26-02 – ORD 2026-08 - Consideration and Action on Application by Jin Seo, KDS Development & Engineering - c/o Quiktrip Corporation (applicant) and Morning Star Wine Depot LLC (property owner) requesting a Special Use Permit to operate a Car Wash on the 0.924 acre ± lot zoned BG (General Business), 1600 Rockdale Cir, Snellville, Georgia (Tax Parcel 5060 361)

Planning Director Thompson gave an overview of the application. He talked about the noise concerns of neighboring property owners and how that will be addressed with a revised site plan as well as in the conditions. He said the Planning Department recommends approval with the three recommended conditions and the addition of condition 4 that addresses the reduction of the noise:

1. The property shall be developed in general accordance with the site plan titled “QuikTrip Bubble Bath No. 61816”, dated 9-26-2026 (stamped received 09-28-2026); and the architecture elevations titled “Store # 61816 Bubble Bath 120 Tower Exit”, dated 07-14-2026 (stamped received 07-16-2026), with modifications permitted to meet conditions of zoning or State, County, and City regulations. Substantial variation from the conceptual rezoning site plan, as determined by the Director of Planning and Development will require Mayor and Council approval, after receiving recommendations by the Planning Department and Planning Commission. The site plan and the architecture elevations are attached hereto as Exhibit A.
2. In the event that QuikTrip Corporation/Bubble Bath Car Wash does not lease, purchase, or occupy the property within eighteen (18) months from the date of Mayor and Council approval, or if the property is occupied and later vacated by the applicant, the Special Use Permit will become null and void.
3. The subject parcel (5060 361) and neighboring parcel (5059 311) shall be combined into one parcel to prevent the need of a landscape strip between the two properties.
4. The applicant, Bubble Car Wash, must provide sound mitigation measures to reduce noise impact from car wash activities to the adjoining property’s, Hilltop Pawn, interior sales floor. The applicant shall make reasonable efforts to work in good faith with the adjoining property owner to evaluate any reasonable noise concerns attributable to the operation of the car wash. Noise level testing shall be submitted to the director of planning for review for compliance with the applicable City noise ordinance before issuance of the Certificate of Occupancy.

Bryson Mercer, applicant with KDS Development and Engineering, 952 Old Peachtree Road, Lawrenceville, was present and gave a presentation about the application. He spoke about how the development will be laid out as well as the size and operation of the car wash. Mr. Mercer answered questions from the Council.

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Mayor Bender opened the floor to public comment and asked anyone in favor or in opposition to come forward and speak. As no members of the public came forward, the session was closed.

Mayor Pro Tem Carter made a motion to approve SUP 26-02-ORD 2026-08 with the three recommended conditions and the addition of the fourth as read by the Planning Director, 2nd by Council Member Hetherington.

Mayor Bender asked Mr. Mercer if he agreed to all four conditions, and the applicant confirmed that he did.

The motion was voted 6 in favor and 0 opposed, motion approved. (A copy of ORD 2026-08 is attached to and made a part of these conditions.)

2nd Reading – CIC 26-02-ORD 2026-09 / SUP 26-03-ORD 2026-09 – Consideration and Action on Application by Jody Charles Campbell, Blum & Campbell LLC (applicant) and Daniels RE Investments LLC (owner) requesting a Change In Conditions to allow a use besides a church and a Special Use Permit to operate a Behavioral Health Facility on a 2.29 ± acre lot zoned CI (Civic Institutional) District, located at 3005 Lenora Church Road, Building C, Snellville, Georgia (Tax Parcel 5029 096)

Planning Director Thompson gave an overview of the application. He advised that the change in conditions (CIC) would remove the condition that the site be used as a church and that the special use permit (SUP) would allow a behavioral health facility under the revised Unified Development Ordinance (UDO). The Planning Department recommends approval with four conditions. Council asked questions of Director Thompson.

Jody Campbell, applicant with Blum & Campbell, LLC, 3000 Langford Road, Peachtree Corners, gave a presentation regarding the application. He reviewed the development and the operations of the facility.

Conner Lawrence, 2653 Boone Ford Road, Calhoun, who will be the operator of the facility came forward to speak. Both the applicant and the operator answered questions of the Council.

Mayor Bender opened the floor to public comment and asked anyone in favor or in opposition to come forward and speak.

Tod Warner, 3144 Turf Terrace, Snellville, spoke in favor and talked about the tax-exempt status and security of the property.

Richard Varnell, 1880 Abercorn Way, Snellville, asked about a fenced area for the residents. No one else came forward so Mayor Bender closed public comment.

Planning Director Thompson read revised conditions into the record that addressed concerns brought forward:

1. In the event that the subject property is not leased, or purchased, or occupied by High Point Behavioral Health within six (6) months from the date of Mayor and Council approval, or if the property is occupied and later vacated by High Point Behavioral Health, the Special Use Permit will become null and void.

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2. The applicant shall apply for a permit to replace the fence separating the subject property from Parkside Way with an 8' wooden fence and complete said fence prior to operation of High Point Behavioral Health. If the 8' wood fence does not provide adequate security a replacement fence shall be constructed to be approved by the Planning and Development department.
3. The applicant shall provide a planting plan that buffers the adjacent residential uses along the property border with Parkside Way.
4. The operation of the Behavioral Health Facility shall not be allowed to administer an ECT Program nor an IV Ketamine Group Treatment Program.
5. The facility will have at least one security guard on staff at all times in addition to the regular staff.

Mayor Bender explained there would be two separate actions on this item; the vote for the change in conditions (CIC) and a second vote for the special use permit (SUP).

Council Member Hetherington made a motion to approve CIC 26-02- ORD 2026-09, 2nd by Mayor Pro Tem Carter; voted 6 in favor and 0 opposed, motion approved.

Mayor Pro Tem Carter made a motion to approve SUP 26-03- ORD 2026-09 with the revised five conditions read by the Planning Director, 2nd by Council Member Hardrick; voted 6 in favor and 0 opposed, motion approved. (A copy of ORD 2026-09 is attached to and made a part of these minutes.)

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Consideration and Action on a Lottery for a License to Sell Distilled Spirits by the Package [Bender]

This item was moved prior to the public hearing items.

COUNCIL REPORTS

Council Members Hardrick, Brown, Pitt, Hetherington and Mayor Pro Tem Carter each gave a report.

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MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

None

EXECUTIVE SESSION

None

ADJOURNMENT

Mayor Pro Tem Carter made a motion to adjourn, 2nd by Council Member Hetherington; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 9:24 p.m.

Barbara Bender, Mayor

Melisa Arnold, City Clerk



**SIGN
HERE**

Agenda Item Summary



Date: October 22, 2026

Prepared By: Matthew Pepper, City Manager

Agenda Items:

Consideration and Action on Approval of the Bid for Roof Replacement on the Marigold Building Located at 2740 Lenora Church Road [Bender]

Background: Earlier this year, staff identified that both the flat and shingled roofs on the Marigold Building need to be replaced. Consequently, staff met with Garland, Inc. to discuss the opportunity to bid the project through a competitive bid process. At the August 24th Work Session, the Mayor and Council agreed to allow Garland, Inc. to move forward with the competitive bid process.

On behalf of the city, Garland, Inc. administered the competitive process to receive bids to replace the roofs on the Marigold Building. The process included developing the scope of work coupled with an on-site pre-bid meeting with interested contractors. The three bids were provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities).

Financial Impact: \$172,229.00 – paid from the city's General Fund.

Action Requested: VOTE to approve the proposal with Garland, Inc.

Attachments: Roofing Material and Services Proposal.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Snellville
Snellville Parks & Recreation
2500 Sawyer Pkwy SW
Snellville, GA 30078

Date Submitted: 10/05/2026
Proposal #: 25-GA-261008
MICPA # PW1925

GA General Contractor License #: GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Shingle Roof Replacement

1. Remove existing copper header flashing and replace with new generic 040 aluminum
2. Remove existing roof system and all components down to the structural wood decking
3. Inspect decking and replace or repair any damaged or deteriorated decking with same like and kind at provided \$ unit cost
4. Install Garland self-adhered underlayment over entire roof in accordance with Garland specifications
5. Make sure to apply ice and water shield (underlayment) over copper flashing for interior gutter
6. Install new 30yr mold resistant architectural shingles over the properly prepared substrate
7. Remove existing lead soil stacks and replace PVC
8. Provide 5yr contractor and 30yr manufacturer warranty

Scope of Work: Flat Roof Retrofit

1. Include 200 sq./ft of wet insulation removal
2. Remove existing 6" gravel stop and install new 040 Aluminum drip edge
3. Completely remove existing blisters and check for moisture
4. Mechanically attach 1/2" densdeck board over existing mod-bit
5. Cut base sheets (Flexbase Plus 80) & cap sheets (StressPly FR Mineral) into 18' sections, lay them out to allow them to relax

6. Apply the recommended amount (2-2.5gal SQ) of adhesive (Weatherking Membrane Adhesive) with a squeegee over the densdeck making sure product does not pool in low areas
7. DO NOT APPLY TOO MUCH WEATHERKING
8. CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF SECTIONS WITH TOO MUCH WEATHERKING. PIMPLING WILL APPEAR IN SECTIONS WITH TOO MUCH WEATHERKING
9. Roll out 18' base sheets that have been relaxing, square up the roll onto the area with adhesive making sure to line it up. DO NOT FLY IN THE BASE SHEET, BUT ROLL OUT ONTO THE ADHESIVE
10. Apply a roller onto the sheet making sure to roll out any mole runs or air pockets with proper bleed out on the edges for both base and cap sheets.
11. There should be a 4" overlap on side laps and 8" on end laps for both base and cap sheets
12. Apply WeatherKing Flashing Adhesive to base curbs
13. Apply Silver Flash to cap curbs with Garmesh (3 Course)

Proposal Price Based Upon Market Experience:	\$ 172,229
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Garland/DBS Price Based Upon Local Market Competition:

1 Atlanta Sheetmetal	\$ 172,229
2 SC Roof Tech	\$ 209,163
3 Zurix	\$ 246,173

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

**MEMORANDUM OF UNDERSTANDING
PARTNERSHIP AGREEMENT
WITH SNELLVILLE POLICE DEPARTMENT
AND QUIKTRIP CORPORATION**

This Memorandum of Understanding (“MOU”) is made and entered into as of this 31st day of August, 2026, by and between the City of Snellville Police Department (“City”), and QuikTrip Corporation and any contractors or third-party service providers supporting the Business Video (as defined below) surveillance systems (hereinafter, together with any of their subsidiaries and affiliated entities, referred to as “Business”). City and Business shall hereinafter be referred to as a “Party” and jointly as “Parties.” This MOU sets forth the terms and conditions under which City, through its Real Time Crime Center (“RTCC”), may access and utilize surveillance camera feeds and related security data that Business has agreed to voluntarily provide for lawful public safety and law enforcement purposes, subject at all times to the conditions, limitations, restrictions, and revocation rights set forth herein.

RECITALS

WHEREAS, Business has agreed to become a community partner with City in an effort to improve City’s quality of life and the safety and security of the community;

WHEREAS, City and Business recognize the important role of public/private partnerships in providing effective public safety measures; and

WHEREAS, City and Business further recognize that technological advancements offer the ability to provide real time intelligence to police officers responding to crisis situations; and

WHEREAS, City and Business agree that it is in the best interests of the community and all people involved that immediate and precise intelligence be provided to responding emergency public safety personnel, in order to ensure an accurate and effective response; and

WHEREAS, Business desires to assist City by providing access to its Business Video at Business’s locations within the City of Snellville; and

WHEREAS, Business’s participation is voluntary, non-exclusive, and may be modified, limited, or withdrawn at any time in its sole discretion.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Business shall authorize City to access authorized cameras within its surveillance systems in both real time and with the ability to access available older recordings (collectively, the “Business Video”) on a limited, revocable, and non-exclusive basis. Such access to Business Video may include real-time viewing and access to available historical recordings for Business’s locations within the City of Snellville, or such other locations expressly approved in writing by Business.
2. Business will provide access on its premises and via internet services that will enable City to view and use the Business Video. Such access may be provided through third-party platforms or vendors selected by Business. City agrees to comply with all applicable terms of use, technical requirements, and access restrictions imposed by such providers. City shall be solely responsible

for any costs, equipment, integration, cybersecurity compliance, or technical resources required for City to access the Business Video.

3. Business authorizes City to access all authorized cameras located on its property. Business may exclude any cameras, systems, or locations at its sole discretion without notice. Only those cameras, systems and locations authorized by Business shall be considered “Business Video” for purposes of this MOU.
4. Business authorizes City to review only that recorded Business Video which is applicable to the collection of real time intelligence and is deemed reasonable by City based on the situation. City shall not use Business data (including without limitation the Business Video) for: (i) general surveillance unrelated to a specific incident; (ii) benchmarking, analytics, or AI model training; (iii) public release or media dissemination except as required by law; or (iv) any commercial purpose.
5. Where applicable, Business authorizes City to download, export, or otherwise record Business Video directly through a secure evidence-request platform, portal, or system designated by Business for that purpose (the “Download Platform”), without the need for a separate written request or prior written authorization from Business for each individual download; provided, that Business’s authorization under this Section 5 is specifically conditioned upon and subject to the following conditions : (a) City may download, export, or record Business Video only for a specific, documented law enforcement purpose connected to an active investigation or incident; (b) downloads may be performed only by individually-authenticated, authorized City users, and City shall not permit the use of shared or anonymous credentials; (c) City understands and agrees that the Download Platform may log the date, time, identity of the downloading user, and the specific Business Video downloaded, and such logs shall remain property of Business at all times ; (d) City shall not bulk download, mass export, or systematically archive Business Video beyond what is reasonably necessary for a specific investigation or incident; and (e) Business reserves the right to suspend or revoke City’s access to the Download Platform, in whole or in part, at any time, including for security, operational, or legal concerns, without liability. This section applies regardless of the underlying technology platform or vendor used to facilitate the RTCC integration. Any Business Video downloaded from the Download Platform shall be subject to documented chain-of-custody procedures and to the data use, confidentiality, retention, and destruction obligations set forth in Section 18, below.
6. It is understood by Business that City is not a monitoring service and may or may not access the Business Video in the event of an alarm or call for service. City, in its reasonable discretion, may access the Business Video and proactively monitor when it deems it necessary to do so.
7. The Parties acknowledge that City may be subject to certain laws or ordinances which may require disclosure to the public of recordings obtained by City, and Business agrees that certain materials may be disclosed as required by law, pursuant to lawful requests. City shall provide prompt written notice to Business of any request or legal demand seeking Business data (including without limitation the Business Video) to the extent legally permitted and shall cooperate with Business’s efforts to seek protective orders or exemptions.
8. Business may terminate this MOU, with or without cause and/or at its convenience by giving City thirty (30) calendar days written notice of intent to terminate. Business may immediately suspend or terminate access to Business Video, in whole or in part, at any time for any reason, including for security, operational, or legal concerns, without liability.

9. City may terminate this MOU by giving Business thirty (30) calendar days' written notice of intent to terminate.
10. Immediate Termination for Data Security Breach. Notwithstanding any other provision of this MOU, any unauthorized access to, destruction, use, modification, or disclosure of Business's data (including without limitation the Business Video) constitutes a material breach for which Business may immediately terminate this MOU without prior notice or cure period.
11. Survival. The following provisions shall survive the expiration or termination of this MOU for any reason: Data Use and Confidentiality; Indemnification; Limitation of Liability; Audit Rights; Governing Law and Venue; and any other provision that by its nature should survive termination. City's obligations to return or destroy Business Video and to maintain the confidentiality of Business information (including without limitation the Business Video) shall survive indefinitely.
12. Neither this MOU nor any provisions hereof may be waived, modified, amended, discharged or terminated (except as provided herein), except by an instrument in writing signed by all parties to this MOU, provided, however, Business may unilaterally update technical access protocols or security requirements upon notice.
13. The Parties shall comply with all federal, state, county, municipal and other government statutes, ordinances, laws and regulations now or hereafter enacted or amended related to this MOU. City shall be solely responsible for ensuring its use complies with all privacy, surveillance, and civil liberties laws.
14. Neither Party shall be considered an agent or division of the other. No joint venture, partnership, or agency relationship is created by virtue of this MOU.
15. This MOU shall be effective as of the date signed by the Mayor of the City of Snellville and shall remain in full force and effect for a period of one (1) year from the above date and may be extended for nine (9) additional one (1) year periods. The extensions shall occur automatically unless either party gives written notice thirty (30) days in advance of the termination date of its intent to not renew the MOU. This provision is intended to comply with O.C.G.A. 36-30-3, and to that end shall not limit the ability of either party to terminate the agreement as set forth elsewhere in this MOU.
16. Neither Party may discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.
17. Notices under this contract shall be mailed to:
QuikTrip Corporation
c/o General Counsel
4705 S. 129th E. Ave.
Tulsa, OK 74134
Email: LegalNotice@quiktrip.com

City of Snellville
City Clerk
2342 Oak Rd, Snellville Ga, 30078

Copy to:
City of Snellville Chief of Police

2315 Wisteria Dr, Snellville Ga. 30078

Operational and technical notices related to system access may be provided electronically to designated contacts identified by each Party.

18. **Data Use and Confidentiality.** City shall use Business Video and any of Business's data accessed under this MOU solely for the lawful public safety and law enforcement purposes described herein. City shall not share, transfer, retain, or disclose any Business Video or other Business data to any third party (other than as required by law or valid legal process) without the prior written consent of Business. City shall implement and maintain reasonable administrative, physical, and technical safeguards to protect Business's data (including without limitation the Business Video) against unauthorized access, use, or disclosure. In the event of any loss, unauthorized disclosure, or breach involving Business's data (including without limitation the Business Video), City shall notify Business within twenty-four (24) of discovery. Upon request by Business or upon termination of this MOU, City shall promptly return or destroy (and certify such destruction in writing) all copies of Business data (including without limitation the Business Video) in City's possession, except such materials as are part of criminal investigations and are reasonably necessary for said investigations or prosecution of criminal offenses and any appeals thereof. City shall implement CJIS-compliant or equivalent security measures. Retention of any authorized recordings shall not exceed the minimum period required by law or investigation. Business shall retain all ownership rights in its data.
19. **Indemnification.** TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS MOU.
20. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if it cannot be so modified, it shall be severed from this MOU. The validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
21. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUSINESS SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATED TO THIS MOU, INCLUDING FOR INTERRUPTIONS, INACCURACIES, DELAYS, OR FAILURES OF SURVEILLANCE SYSTEMS OR DATA. BUSINESS PROVIDES ACCESS "AS IS" AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL BUSINESS BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.**
22. **Third-Party Systems.** Business makes no representations regarding uptime, availability, or performance of any third-party camera systems, networks, or software platforms. City acknowledges that access may be interrupted or terminated without notice.
23. **Cybersecurity.** City shall not introduce any malware, unauthorized code, or penetration testing against Business systems. City must immediately (no later than twenty-four (24) hours after discovery) report to Business any suspected cybersecurity incident potentially impacting Business Video or the Business's systems.

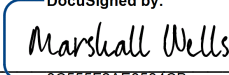
24. This MOU is governed by and construed in accordance with the laws of Georgia without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this MOU or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Gwinnett County, State of Georgia, and each party waives any objection to such venue.
25. Assignment. Neither Party may assign or transfer this MOU, or any rights or obligations hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. Any purported assignment in violation of this provision shall be null and void. Business may, upon discovery of any unauthorized assignment by City, immediately terminate this MOU without liability. This MOU shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.
26. Publicity. Neither Party may, without the prior written consent of an authorized representative of the other Party, do any of the following: use the other Party's name, logo, trade name, trademark, or service mark in any form; issue a formal public announcement describing the specific terms of this MOU; or identify the other Party as a customer, partner, or reference in any marketing, promotional, or media material. Notwithstanding the foregoing, either Party may, without the prior consent of the other Party, publicly state that the partnership exists and briefly describe its general purpose (e.g., that "the Parties collaborate on video-sharing for public safety purposes"), provided that such statements do not use the other Party's name, logo, trade name, trademark, or service mark in any manner otherwise restricted by this provision, and do not disclose specific operational details, MOU terms, or confidential information. Any consent granted under this provision shall be automatically revoked upon termination or expiration of this MOU.
27. Counterparts; Electronic Signatures. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronic and digital signatures shall be deemed valid and binding to the same extent as original wet-ink signatures.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the date indicated below.

City of Snellville

By: _____
City Manager

QUIKTRIP CORPORATION

DocuSigned by:

By: _____
8C555F2AE8584CB...
Marshall J. Wells, Vice President/General
Counsel/Corporate Secretary

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney