

**Mayor**

Derek Easterling

**City Manager**

Jeff Drobney, ICMA-CM

**City Clerk**

Lea Alvarez, CMC

**Council**

Mayor Pro-Tem Tracey Viars

Lynette Burnette

Pat Ferris

Antonio Jones

Trey Sinclair

**City Council  
Meeting Agenda  
June 19, 2023 6:30 PM  
Council Chambers**

---

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

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

**5. Presentations****6. Public Comment/Business from the Floor****7. Old Business****8. New Business****9. Committee and Board Reports****10. Public Hearing(s)**

- A. FIRST PUBLIC HEARING: Approval of an ORDINANCE to amend the Charter of the City of Kennesaw, Georgia, Part I, Article VI, "Municipal Court," Section 6.04, "Right of Appeal."
- B. SECOND PUBLIC HEARING: Approval of RESOLUTION adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2023-2027. Case# MISC2023-04.
- C. Approval of an ORDINANCE to amend the Unified Development Code, Appendix A, Chapter 1 and Chapter 10 regarding changes to the Zoning Procedures Law. Case #MISC2023-05.

#### **11. Consent Agenda**

- A. Approval of the May 30, 2023 City Council work session minutes.
- B. Approval of the June 5, 2023 City Council regular meeting minutes.

#### **12. General and Administrative**

- A. Consideration for approval of a Temporary Use Permit for TNT Fireworks. Applicant: Laura Martin.

#### **13. Public Safety**

- A. Receipt of the May 2023 Crime Statistics.

#### **14. Information Technology**

#### **15. Public Works**

- A. Approval of RESOLUTION to award bid and authorize the Mayor to sign a contract with Proshot Concrete, Inc. for the 2023 Pipe Rehabilitation Project.

#### **16. Recreation and Culture**

#### **17. Community Development**

#### **18. Public Comment/Business from the Floor**

#### **19. City Manager's Report**

- A. Reports, Discussions, and Updates

#### **20. Mayor's Report**

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

**21. Council Comments**

**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 19, 2023

**TITLE:** FIRST PUBLIC HEARING: Approval of an ORDINANCE to amend the Charter of the City of Kennesaw, Georgia, Part I, Article VI, "Municipal Court," Section 6.04, "Right of Appeal."

---

### Summary:

The Charter of the City of Kennesaw Part I, Article VI "Municipal Court," Section 6.04 "Right of Appeal" reflects the appellate procedures from the decisions of the municipal court to the superior court of Cobb County, Georgia. The Georgia Legislature amended Chapter 3, Title 5, of the Official Code of Georgia Annotated, which takes effect on July 1, 2023. The Mayor and City Council have determined it is in the best interests of the citizens of Kennesaw to amend the municipal court appellate procedures to comply with the amendment to Chapter 3, Title 5, of the Official Code of Georgia Annotated. In accordance with O.C.G.A. § 36-35-3(b)(1), two consecutive public hearings will be conducted and duly advertised. A legal ad was posted in the June 9, 2023 and June 16, 2023 editions of the Marietta Daily Journal. Another legal ad will be included in the June 23, 2023 editions as well. No action will be taken until the July 5, 2023 City Council meeting at 6:30 p.m.

### Recommendation:

The City Clerk recommends approval at the second and final public hearing at the July 5, 2023 City Council meeting.

### Fiscal Impact:

### Attachments:

1. ORDINANCE - Municipal Court Charter Amendment
2. 06-09-23 Legal Ad
3. 06-16-23 Legal Ad





**CITY OF KENNESAW  
GEORGIA**

**ORDINANCE NO. 2023-\_\_\_\_, 2023**

**AN ORDINANCE TO AMEND THE CHARTER OF THE CITY OF KENNESAW, GEORGIA, PART I, ARTICLE VI, “MUNICIPAL COURT,” SECTION 6.04, “RIGHT OF APPEAL”**

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

**WHEREAS**, the Charter of the City of Kennesaw Part I, Article VI “Municipal Court,” Section 6.04 “Right of Appeal” reflects the appellate procedures from the decisions of the municipal court to the superior court of Cobb County, Georgia; and

**WHEREAS**, the Georgia Legislature amended Chapter 3, Title 5, of the Official Code of Georgia Annotated, which takes effect on July 1, 2023; and

**WHEREAS**, the Mayor and City Council has determined it is in the best interests of the citizens of Kennesaw to amend the municipal court appellate procedures to comply with the amendment to Chapter 3, Title 5, of the Official Code of Georgia Annotated; and

**WHEREAS**, this code change is in accordance with the City Charter Part I, Article II “City Government,” Section 2.11 “City Legislation,” which states that The mayor and council shall exercise their powers in public meetings. “Any action of the council having a regulatory or penal affect or required to be done by ordinance under this Charter shall be done only by ordinance. Each resolution and ordinance shall be in written form before being introduced. The affirmative vote of at least three members of the council shall be required to pass any resolution or ordinance. After adoption of ordinances, the city clerk shall number ordinances consecutively, in the order of their final adoption, and shall copy them into a permanent record book used solely for this purpose; and the city clerk shall do likewise for resolutions, using a separate series of numbers and a separate record book, which may include electronic files. The original copies of all ordinances, resolutions, and motions shall be filed and preserved by the city clerk.”

**WHEREAS**, the public hearings were duly advertised in the Marietta Daily Journal.

**WHEREAS**, the Charter of the City of Kennesaw Part I, Article VI “Municipal Court,” Section 6.04 “Right of Appeal” shall be amended as follows:

**Section 1:**

That section 6.04 of the Code of Ordinances, Kennesaw, Georgia, is hereby amended to read as follows:

Sec. 6.04. - Right of appeal.

The right of appeal and procedures pertaining to appeal bonds to the Superior Court of Cobb County from the municipal court shall ~~lie in the same manner and under the same procedure as generally prescribed for appeals and appeal bonds from the probate court. An appeal to the superior court shall be a de novo proceeding~~ be entered as set forth in O.C.G.A. § 40-13-28 and Chapter 3, Title 5, of the Official Code of Georgia Annotated and as amended.

**Section 2:**

The effective date of this ordinance shall be July 1, 2023

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_ day of July, 2023.

ATTEST:

CITY OF KENNESAW:

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

6:9,16,23-2023

MDJ-4892  
GPN-16

**NOTICE OF PUBLIC HEARINGS  
CITY OF KENNESAW**

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on June 19, 2023 and July 5, 2023 at 6:30 p.m. in the Council Chambers, Kennesaw City Hall, 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144, to consider an Ordinance to amend the Charter of the City of Kennesaw, Georgia Part I, Article VI, "Municipal Court," Section 6.04, "Right of Appeal" of the Code of Ordinances. Final action is anticipated to occur at the July 5, 2023 Mayor and Council meeting. Copies of the proposed Ordinances are on file in the Office of the City Clerk and the Office of the Clerk of the Superior Court of Cobb County during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

6:9,16,23-2023

---

0:7,10,23-2023

MDJ-4892

GPN-16

**NOTICE OF PUBLIC HEARINGS  
CITY OF KENNESAW**

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on June 19, 2023 and July 5, 2023 at 6:30 p.m. in the Council Chambers, Kennesaw City Hall, 2529 J.O. Stephenson Avenue, Kennesaw, GA 30144, to consider an Ordinance to amend the Charter of the City of Kennesaw, Georgia, Part I, Article VI, "Municipal Court," Section 6.04, "Right of Appeal" of the Code of Ordinances. Final action is anticipated to occur at the July 5, 2023 Mayor and Council meeting. Copies of the proposed Ordinances are on file in the Office of the City Clerk and the Office of the Clerk of the Superior Court of Cobb County during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

6:9,16,23-2023

---

MDJ-4996



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** India Aldred, Administrative Assistant

**DATE:** June 19, 2023

**TITLE:** SECOND PUBLIC HEARING: Approval of RESOLUTION adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2023-2027. Case# MISC2023-04.

---

### Summary:

The City of Kennesaw is required to adopt an annual report for Capital Improvement Element and the Short Term Work Projects. The Atlanta Regional Commission and the Georgia Department of Community Affairs completed the regional review of the 2023 CIE Update for the City of Kennesaw. The Georgia Department of Community Affairs has determined that the updates conform to the Development Impact Fee Compliance Requirements. Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. This annual report review and adoption is required for all jurisdictions that collect development impact fees. This is the second of two (2) required public hearings with the adoption of a resolution to be considered at the June 19, 2023, Mayor and Council meeting at 6:30 p.m. This item was advertised in the Marietta Daily Journal on May 19 and 26, 2023.

### Recommendation:

The Zoning Administrator recommends approval to adopt this resolution and report to maintain QLG status.

### Fiscal Impact:

### Attachments:

1. RESOLUTION - CIE/STWP Report
2. CIE-STWP 2023 Report Packet
3. Regional Review Notification CIE-STWP 2023-2027

4. 05-19-2023 CIE Final Adoption 2023
5. 05-26-2023 CIE Final Adoption 2023

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2023- , 2023**

**RESOLUTION ADOPTING THE UPDATES TO THE CAPITAL IMPROVEMENT  
ELEMENT AND THE SHORT-TERM WORK PROGRAM COVERING THE FIVE-YEAR  
PERIOD 2023-2027 OF THE ADOPTED 2022 COMPREHENSIVE PLAN UPDATE**

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

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

**WHEREAS**, the updated sections of the Capital Improvements Elements and Short-Term Work Program has been presented at two duly advertised public hearings held by the Mayor and Council on June 5, 2023 and for final adoption at a meeting held by the Mayor and Council on June 19, 2023 at which the City of Kennesaw solicited community input on community needs and issues and which was conducted pursuant to the State's Minimum Planning Standards and Procedures; and

**WHEREAS**, the updated sections of the Capital Improvements Elements and Short-Term Work Program were submitted to Atlanta Regional Commission and Department of Community Affairs for review and recommendations on March 28, 2023. ARC (Atlanta Regional Commission) and DCA (Department of Community Affairs) have completed their review and have informed the City that they determined that the submittal complies with the Development Impact Fee and the Minimum Standards and Procedures for Local Comprehensive Planning.

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

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_\_ day of June 2023

ATTEST

CITY OF KENNESAW

---

Lea Alvarez, City Clerk

---

Derek Easterling, Mayor



ANNUAL FEE FINANCIAL REPORT - FY 2021-2022  
CITY OF KENNESAW, GEORGIA

|                                                               | PARKS/REC     | Police        | Total         |
|---------------------------------------------------------------|---------------|---------------|---------------|
| IMPACT FEE FUND BALANCE FROM FY 2020/2021 (ENDING 09/30/2021) | \$ 498,299.79 | \$ 137,686.98 | \$ 635,986.77 |
| PRIOR PERIOD ADJUSTMENT                                       | \$ -          | \$ -          | \$ -          |
| IMPACT FEES COLLECTED IN FY 2021/2022                         | \$ 254,436.01 | \$ 12,777.00  | \$ 267,213.01 |
| INTEREST EARNED                                               | \$ 11,265.13  | \$ 565.70     | \$ 11,830.83  |
| ADMINISTRATIVE/OTHER COST                                     | \$ -          | \$ -          | \$ -          |
| (IMPACT FEE REFUNDS)                                          | \$ -          | \$ -          | \$ -          |
| (PROJECT EXPENDITURES)                                        | \$ 83,663.77  | \$ -          | \$ 83,663.77  |
| IMPACT FEE FUND BALANCE ENDING FY 2021/2022 (9/30/22)         | \$ 680,337.16 | \$ 151,029.68 | \$ 831,366.84 |
|                                                               |               |               |               |
| IMPACT EXPENDITURES ENCUMBERED                                | \$ -          | \$ -          | \$ -          |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |

CITY OF KENNESAW  
SUMMARY OF FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

|    | A                                        | B             | C             | D             | E           | F           | G             | H |
|----|------------------------------------------|---------------|---------------|---------------|-------------|-------------|---------------|---|
| 1  |                                          |               |               |               |             |             |               |   |
| 2  |                                          | FY2022-2023   | FY2023-2024   | FY2024-2025   | FY2025-2026 | FY2026-2027 | TOTAL         |   |
| 3  | Police vehicles                          | 250,000       | 200,000       | 200,000       | 200,000     | 250,000     | \$ 1,100,000  |   |
| 4  | Parks & Recreation Vehicles              | 45,000        | 30,000        | 40,000        | 45,000      | 80,000      | \$ 240,000    |   |
| 5  | Street Vehicles                          | 65,000        | 100,000       | 100,000       | 150,000     | 150,000     | \$ 565,000    |   |
| 6  | Stormwater utility CIP Project           | 200,000       | 500,000       | 500,000       | 250,000     | 250,000     | \$ 1,700,000  |   |
| 7  | Street Improvements                      | 350,000       | 800,000       | 900,000       | 800,000     | 300,000     | \$ 3,150,000  |   |
| 8  | Drainage Improvements                    | 300,000       | 750,000       | 800,000       | 800,000     | 300,000     | \$ 2,950,000  |   |
| 9  | Neighborhood Park Improvements           | 35,000        | 20,000        | 40,000        | 35,000      | 35,000      | \$ 165,000    |   |
| 10 | Smith-Gilbert Gardens Improvements       | 200,000       | 200,000       | 100,000       | 100,000     | NA          | \$ 600,000    |   |
| 11 | Computer System Upgrades                 | 70,000        | 70,000        | 75,000        | 100,000     | 100,000     | \$ 415,000    |   |
| 12 | Traffic Improvements                     | 7,000,000     | 4,000,000     | 10,000,000    | 4,000,000   | 7,000,000   | \$ 32,000,000 |   |
| 13 | Community Center Improvements            | 100,000       | 50,000        | 250,000       | NA          | NA          | \$ 400,000    |   |
| 14 | Swift-Cantrell Park Improvement          | 100,000       | 100,000       | 100,000       | NA          | NA          | \$ 300,000    |   |
| 15 | Depot Park Amphitheater                  | 2,800,000     | 4,000,000     | NA            | NA          | NA          | \$ 6,800,000  |   |
| 16 | Public Safety Building                   | NA            | NA            | 7,500,000     | 1,000,000   | NA          | \$ 8,500,000  |   |
| 17 | East Park Community Park                 | 50,000        | 250,000       | 250,000       | 250,000     | 250,000     | \$ 1,050,000  |   |
| 18 | Depot Park Phases 9 - 12                 | NA            | 800,000       | 500,000       | NA          | NA          | \$ 1,300,000  |   |
| 19 | Public Works Building Improvements       | NA            | 1,000,000     | 600,000       | NA          | NA          | \$ 1,600,000  |   |
| 20 | Public Works Site Improvements           | NA            | 350,000       | NA            | NA          | NA          | \$ 350,000    |   |
| 21 | Cemetery Improvements - Street Paving    | NA            | NA            | 100,000       | NA          | NA          | \$ 100,000    |   |
| 22 | Cemetery Improvements - Erosion Control  | NA            | NA            | NA            | 50,000      | NA          | \$ 50,000     |   |
| 23 | Cemetery Improvements - Space Force Flag | NA            | NA            | NA            | NA          | 20,000      | \$ 20,000     |   |
| 24 | Trail Improvements - Pedestrian Bridges  | NA            | NA            | 250,000       | NA          | NA          | \$ 250,000    |   |
| 25 | Swift Cantrell Traffic Light             | NA            | NA            | 350,000       | NA          | NA          | \$ 350,000    |   |
| 26 | Smith-Gilbert Gardens Education Center   | NA            | NA            | NA            | 2,000,000   | 2,000,000   | \$ 4,000,000  |   |
| 27 | Fleet Maintenance Facility Upgrade       | NA            | NA            | NA            | NA          | 2,500,000   | \$ 2,500,000  |   |
| 28 |                                          |               |               |               |             |             |               |   |
| 29 | Totals                                   | \$ 11,565,000 | \$ 13,220,000 | \$ 22,655,000 | 9,780,000   | 13,235,000  | \$ 70,455,000 |   |
| 30 |                                          |               |               |               |             |             |               |   |
| 31 |                                          |               |               |               |             |             |               |   |
| 32 |                                          |               |               |               |             |             |               |   |
| 33 |                                          |               |               |               |             |             |               |   |
| 34 |                                          |               |               |               |             |             |               |   |

| 2022-2023                          |                    |                  |                      |                            |                         |                       |                                     |                        |
|------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                    | 10/1/2022          | 9/30/2023        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 250,000            | \$ 25,000                           | Programmed for FY 2023 |
| Parks & Recreation Vehicles        | 10/1/2022          | 9/30/2023        | \$ 240,000           | 0%                         | General Fund            | \$ 45,000             |                                     | Programmed for FY 2023 |
| Street Vehicles                    | 10/1/2022          | 9/30/2023        | \$ 565,000           | 0%                         | General Fund            | \$ 65,000             |                                     | Programmed for FY 2023 |
| Stormwater utility CIP Project     | 10/1/2022          | 9/30/2023        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 200,000            |                                     | Programmed for FY 2023 |
| Street Improvements                | 10/1/2022          | 9/30/2023        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 350,000            |                                     | Programmed for FY 2023 |
| Drainage Improvements              | 10/1/2022          | 9/30/2023        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 300,000            |                                     | Programmed for FY 2023 |
| Neighborhood Park Improvements     | 10/1/2022          | 9/30/2023        | \$ 165,000           | 50%                        | General Fund            | \$ 35,000             | \$ 15,000                           | Programmed for FY 2023 |
| Smith-Gilbert Gardens Improvements | 10/1/2022          | 9/30/2023        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 200,000            |                                     | Programmed for FY 2023 |
| Computer System Upgrades           | 10/1/2022          | 9/30/2023        | \$ 415,000           | 0%                         | General Fund            | \$ 70,000             |                                     | Programmed for FY 2023 |
| Traffic Improvements               | 10/1/2022          | 9/30/2023        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 7,000,000          |                                     | Programmed for FY 2023 |
| Community Center Improvements      | 10/1/2022          | 9/30/2023        | \$ 400,000           | 0%                         | SPLOST/GF               | \$ 100,000            |                                     | Programmed for FY 2023 |
| Swift-Cantrell Park Improvement    | 10/1/2022          | 9/30/2023        | \$ 300,000           | 25%                        | SPLOST                  | \$ 100,000            | \$ 50,000                           | Programmed for FY 2023 |
| Depot Park Amphitheatre            | 10/1/2022          | 9/30/2023        | \$ 6,800,000         | 0%                         | SPLOST                  | \$ 2,800,000          |                                     | Programmed for FY 2023 |
| East Park Community Park           | 10/1/2022          | 9/30/2023        | \$ 1,050,000         | 50%                        | Grants                  | \$ 50,000             |                                     | Programmed for FY 2023 |
|                                    |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                              |                    |                  | \$ 51,435,000        |                            |                         | \$ 11,565,000         |                                     |                        |

| 2023-2024                          |                    |                  |                      |                            |                         |                       |                                     |                        |
|------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                    | 10/1/2023          | 9/30/2024        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 200,000            | \$ 30,000                           | Programmed for FY 2024 |
| Parks & Recreation Vehicles        | 10/1/2023          | 9/30/2024        | \$ 240,000           | 0%                         | General Fund            | \$ 30,000             |                                     | Programmed for FY 2024 |
| Street Vehicles                    | 10/1/2023          | 9/30/2024        | \$ 565,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2024 |
| Stormwater utility CIP Project     | 10/1/2023          | 9/30/2024        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 500,000            |                                     | Programmed for FY 2024 |
| Street Improvements                | 10/1/2023          | 9/30/2024        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 800,000            |                                     | Programmed for FY 2024 |
| Drainage Improvements              | 10/1/2023          | 9/30/2024        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 750,000            |                                     | Programmed for FY 2024 |
| Neighborhood Park Improvements     | 10/1/2023          | 9/30/2024        | \$ 165,000           | 50%                        | General Fund            | \$ 20,000             | \$ 10,000                           | Programmed for FY 2024 |
| Smith-Gilbert Gardens Improvements | 10/1/2023          | 9/30/2024        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 200,000            |                                     | Programmed for FY 2024 |
| Computer System Upgrades           | 10/1/2023          | 9/30/2024        | \$ 415,000           | 0%                         | General Fund            | \$ 70,000             |                                     | Programmed for FY 2024 |
| Traffic Improvements               | 10/1/2023          | 9/30/2024        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 4,000,000          |                                     | Programmed for FY 2024 |
| Community Center Improvements      | 10/1/2023          | 9/30/2024        | \$ 400,000           | 0%                         | SPLOST/GF               | \$ 50,000             |                                     | Programmed for FY 2024 |
| Swift-Cantrell Park Improvement    | 10/1/2023          | 9/30/2024        | \$ 300,000           | 25%                        | SPLOST                  | \$ 100,000            | \$ 20,000                           | Programmed for FY 2024 |
| Depot Park Amphitheatre            | 10/1/2023          | 9/30/2024        | \$ 6,800,000         | 0%                         | SPLOST                  | \$ 4,000,000          |                                     | Programmed for FY 2024 |
| East Park Community Park           | 10/1/2023          | 9/30/2024        | \$ 1,050,000         | 50%                        | Grants                  | \$ 250,000            | \$ 250,000                          | Programmed for FY 2024 |
| Depot Park Phases 9 - 12           | 10/1/2023          | 9/30/2024        | \$ 1,300,000         | 0%                         | SPLOST                  | \$ 800,000            |                                     | Programmed for FY 2024 |
| Public Works Building Improvements | 10/1/2023          | 9/30/2024        | \$ 1,600,000         | 0%                         | SLFRF                   | \$ 1,000,000          |                                     | Programmed for FY 2024 |
| Public Works Site Improvements     | 10/1/2023          | 9/30/2024        | \$ 350,000           | 0%                         | SLFRF                   | \$ 350,000            |                                     | Programmed for FY 2024 |
|                                    |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                              |                    |                  | \$ 54,685,000        |                            |                         | \$ 13,220,000         |                                     |                        |

| 2024-2025                               |                    |                  |                      |                            |                         |                       |                                     |                        |
|-----------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                     | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                         | 10/1/2024          | 9/30/2025        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 200,000            | \$ 20,000                           | Programmed for FY 2025 |
| Parks & Recreation Vehicles             | 10/1/2024          | 9/30/2025        | \$ 240,000           | 0%                         | General Fund            | \$ 40,000             |                                     | Programmed for FY 2025 |
| Street Vehicles                         | 10/1/2024          | 9/30/2025        | \$ 565,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2025 |
| Stormwater utility CIP Project          | 10/1/2024          | 9/30/2025        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 500,000            |                                     | Programmed for FY 2025 |
| Street Improvements                     | 10/1/2024          | 9/30/2025        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 900,000            |                                     | Programmed for FY 2025 |
| Drainage Improvements                   | 10/1/2024          | 9/30/2025        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 800,000            |                                     | Programmed for FY 2025 |
| Neighborhood Park Improvements          | 10/1/2024          | 9/30/2025        | \$ 165,000           | 50%                        | General Fund            | \$ 40,000             | \$ 20,000                           | Programmed for FY 2025 |
| Smith-Gilbert Gardens Improvements      | 10/1/2024          | 9/30/2025        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 100,000            |                                     | Programmed for FY 2025 |
| Computer System Upgrades                | 10/1/2024          | 9/30/2025        | \$ 415,000           | 0%                         | General Fund            | \$ 75,000             |                                     | Programmed for FY 2025 |
| Traffic Improvements                    | 10/1/2024          | 9/30/2025        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 10,000,000         |                                     | Programmed for FY 2025 |
| Community Center Improvements           | 10/1/2024          | 9/30/2025        | \$ 400,000           | 0%                         | SPLOST/GF               | \$ 250,000            |                                     | Programmed for FY 2025 |
| Swift-Cantrell Park Improvement         | 10/1/2024          | 9/30/2025        | \$ 300,000           | 25%                        | SPLOST                  | \$ 100,000            |                                     | Programmed for FY 2025 |
| Public Safety Building                  | 10/1/2024          | 9/30/2025        | \$ 8,500,000         | 0%                         | SPLOST                  | \$ 7,500,000          |                                     | Programmed for FY 2025 |
| East Park Community Park                | 10/1/2024          | 9/30/2025        | \$ 1,050,000         | 50%                        | Grants                  | \$ 250,000            | \$ 25,000                           | Programmed for FY 2025 |
| Depot Park Phases 9-12                  | 10/1/2024          | 9/30/2025        | \$ 1,300,000         | 0%                         | SPLOST                  | \$ 500,000            |                                     | Programmed for FY 2025 |
| Public Works Building Improvements      | 10/1/2024          | 9/30/2025        | \$ 1,600,000         | 0%                         | SLFRF                   | \$ 600,000            |                                     | Programmed for FY 2025 |
| Cemetery Improvements - Street Paving   | 10/1/2024          | 9/30/2025        | \$ 100,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2025 |
| Trail Improvements - Pedestrian Bridges | 10/1/2024          | 9/30/2025        | \$ 250,000           | 0%                         | Earmark HUD             | \$ 250,000            |                                     | Programmed for FY 2025 |
| Swift-Cantrell Traffic Light            | 10/1/2024          | 9/30/2025        | \$ 350,000           | 0%                         | Earmark DOT             | \$ 350,000            |                                     | Programmed for FY 2025 |
|                                         |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                                   |                    |                  | \$ 56,735,000        |                            |                         | \$ 22,655,000         |                                     |                        |

| 2025-2026                               |                    |                  |                      |                            |                         |                       |                                     |                        |
|-----------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                     | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                         | 10/1/2025          | 9/30/2026        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 200,000            | \$ 35,000                           | Programmed for FY 2026 |
| Parks & Recreation Vehicles             | 10/1/2025          | 9/30/2026        | \$ 240,000           | 0%                         | General Fund            | \$ 45,000             |                                     | Programmed for FY 2026 |
| Street Vehicles                         | 10/1/2025          | 9/30/2026        | \$ 565,000           | 0%                         | General Fund            | \$ 150,000            |                                     | Programmed for FY 2026 |
| Stormwater utility CIP Project          | 10/1/2025          | 9/30/2026        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 250,000            |                                     | Programmed for FY 2026 |
| Street Improvements                     | 10/1/2025          | 9/30/2026        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 800,000            |                                     | Programmed for FY 2026 |
| Drainage Improvements                   | 10/1/2025          | 9/30/2026        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 800,000            |                                     | Programmed for FY 2026 |
| Neighborhood Park Improvements          | 10/1/2025          | 9/30/2026        | \$ 165,000           | 50%                        | General Fund            | \$ 35,000             | \$ 20,000                           | Programmed for FY 2026 |
| Smith-Gilbert Gardens Improvements      | 10/1/2025          | 9/30/2026        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 100,000            |                                     | Programmed for FY 2026 |
| Computer System Upgrades                | 10/1/2025          | 9/30/2026        | \$ 415,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2026 |
| Traffic Improvements                    | 10/1/2025          | 9/30/2026        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 4,000,000          |                                     | Programmed for FY 2026 |
| Community Center Improvements           | 10/1/2025          | 9/30/2026        | \$ 400,000           | 0%                         | SPLOST/GF               | NA                    |                                     | Programmed for FY 2026 |
| Swift-Cantrell Park Improvement         | 10/1/2025          | 9/30/2026        | \$ 300,000           | 25%                        | SPLOST                  | NA                    |                                     | Programmed for FY 2026 |
| Public Safety Building                  | 10/1/2025          | 9/30/2026        | \$ 8,500,000         | 0%                         | SPLOST                  | \$ 1,000,000          |                                     | Programmed for FY 2026 |
| East Park Community Park                | 10/1/2025          | 9/30/2026        | \$ 1,050,000         | 50%                        | Grants                  | \$ 250,000            | \$ 250,000                          | Programmed for FY 2026 |
| Cemetery Improvements - Erosion Control | 10/1/2025          | 9/30/2026        | \$ 50,000            | 0%                         | General Fund            | \$ 50,000             |                                     | Programmed for FY 2026 |
| Smith-Gilbert Gardens Education Center  | 10/1/2025          | 9/30/2026        | \$ 4,000,000         | 0%                         | Grants/SPLOST           | \$ 2,000,000          |                                     | Programmed for FY 2026 |
|                                         |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                                   |                    |                  | \$ 57,185,000        |                            |                         | \$ 9,780,000          |                                     |                        |

| 2026-2027                                |                    |                  |                      |                            |                       |                       |                                     |                        |
|------------------------------------------|--------------------|------------------|----------------------|----------------------------|-----------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                      | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                          | 10/1/2026          | 9/30/2027        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF           | \$ 250,000            | \$ 35,000                           | Programmed for FY 2027 |
| Parks & Recreation Vehicles              | 10/1/2026          | 9/30/2027        | \$ 240,000           | 0%                         | General Fund          | \$ 80,000             |                                     | Programmed for FY 2027 |
| Street Vehicles                          | 10/1/2026          | 9/30/2027        | \$ 565,000           | 0%                         | General Fund          | \$ 150,000            |                                     | Programmed for FY 2027 |
| Stormwater utility CIP Project           | 10/1/2026          | 9/30/2027        | \$ 1,700,000         | 0%                         | Stormwater            | \$ 250,000            |                                     | Programmed for FY 2027 |
| Street Improvements                      | 10/1/2026          | 9/30/2027        | \$ 3,150,000         | 0%                         | SPLOST                | \$ 300,000            |                                     | Programmed for FY 2027 |
| Drainage Improvements                    | 10/1/2026          | 9/30/2027        | \$ 2,950,000         | 0%                         | CDBG/SPLOST           | \$ 300,000            |                                     | Programmed for FY 2027 |
| Neighborhood Park Improvements           | 10/1/2026          | 9/30/2027        | \$ 165,000           | 50%                        | General Fund          | \$ 35,000             | \$ 20,000                           | Programmed for FY 2027 |
| Smith-Gilbert Gardens Improvements       | 10/1/2026          | 9/30/2027        | \$ 600,000           | 0%                         | SPLOST/Grants         | NA                    |                                     | Programmed for FY 2027 |
| Computer System Upgrades                 | 10/1/2026          | 9/30/2027        | \$ 415,000           | 0%                         | General Fund          | \$ 100,000            |                                     | Programmed for FY 2027 |
| Traffic Improvements                     | 10/1/2026          | 9/30/2027        | \$ 32,000,000        | 0%                         | SPLOST                | \$ 7,000,000          |                                     | Programmed for FY 2027 |
| Community Center Improvements            | 10/1/2026          | 9/30/2027        | \$ 400,000           | 0%                         | SPLOST/GF             | NA                    |                                     | Programmed for FY 2027 |
| Swift-Cantrell Park Improvement          | 10/1/2026          | 9/30/2027        | \$ 300,000           | 25%                        | SPLOST                | NA                    |                                     | Programmed for FY 2027 |
| East Park Community Park                 | 10/1/2026          | 9/30/2027        | \$ 1,050,000         | 100%                       | Grants                | \$ 250,000            | \$ 250,000                          | Programmed for FY 2027 |
| Cemetery Improvements - Space Force Flag | 10/1/2026          | 9/30/2027        | \$ 20,000            | 0%                         | General Fund          | \$ 20,000             |                                     | Programmed for FY 2027 |
| Smith-Gilbert Gardens Education Center   | 10/1/2026          | 9/30/2027        | \$ 4,000,000         | 0%                         | Grants/SPLOST         | \$ 2,000,000          |                                     | Programmed for FY 2027 |
| Fleet Maintenance Facility Upgrade       | 10/1/2026          | 9/30/2027        | \$ 2,500,000         | 0%                         | SPLOST                | \$ 2,500,000          |                                     | Programmed for FY 2027 |
|                                          |                    |                  |                      |                            |                       |                       |                                     |                        |
| TOTAL                                    |                    |                  | \$ 51,155,000        |                            |                       | \$ 13,235,000         |                                     |                        |



| City of Kennesaw Annual Short Term Work Program Update FY2022/2023 |                        |                                                                                                                 |            |          |                |                   |                                 |
|--------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------|------------|----------|----------------|-------------------|---------------------------------|
| Project Number                                                     | Plan Element           |                                                                                                                 | Start Date | End Date | Estimated Cost | Funding Source    | Responsible Party               |
| 1                                                                  | Land Use               | Implement next phase of annexation plan city wide                                                               | 2022       | 2023     | N/A            | N/A               | Economic Dev. & Planning        |
| 2                                                                  | Public Facilities      | Storm Water Utility CIP Project                                                                                 | 2022       | 2023     | \$200,000      | SPLOST            | Public Works                    |
| 3                                                                  | Public Safety          | police vehicles                                                                                                 | 2022       | 2023     | \$250,000      | Court Services/GF | Economic Development            |
| 4                                                                  | Economic Development   | Apply for grants for development projects                                                                       | 2022       | 2023     | \$5,000        | N/A               | Economic Development & Planning |
| 5                                                                  | Land Use               | conduct broadband study for opportunity for business recruitment                                                | 2022       | 2023     | NA             | GF                | Planning and Zoning             |
| 6                                                                  | Land Use               | Conduct pedestrian and bike study                                                                               | 2022       | 2023     | N/A            | NA                | Community Development           |
| 7                                                                  | Land Use               | Review of Historic District Guidelines                                                                          | 2022       | 2023     | N/A            | NA                | Planning                        |
| 8                                                                  | Community Development  | Revision of Unified Development Code                                                                            | 2022       | 2023     | N/A            | NA                | Community Development           |
| 9                                                                  | Community Facilities   | coordinate with police department on exploring technology for safety and business recruitment                   | 2022       | 2023     | N/A            | N/A               | Park and Recreation             |
| 10                                                                 | Community Facilities   | Continued marketing of Downtown venues in cooperation with Downtown Merchants                                   | 2022       | 2023     | N/A            | KDDA              | Economic Development            |
| 11                                                                 | Information Technology | City Wide Software Upgrades/purchases City Wide Computer upgrade and integration WI-FI integration in parks     | 2022       | 2023     | \$70,000       | GF                | Information Technology          |
| 12                                                                 | Information Technology | GIS upgrades for land use analysis and public safety                                                            | 2022       | 2023     | \$10,000       | GF                | Community Development           |
| 13                                                                 | Community Facilities   | Drainage Improvements                                                                                           | 2022       | 2023     | \$300,000      | CDBG              | Public Works                    |
| 14                                                                 | Community Facilities   | Promote partnerships with Gardens,KDDA and art Commisison                                                       | 2022       | 2023     | N/A            | N/A               | Community Development           |
| 15                                                                 | Community Facilities   | Street Improvements                                                                                             | 2022       | 2023     | \$350,000      | SPLOST            | Public Works                    |
| 16                                                                 | Community Facilities   | Establish quarterly meeting with KSU                                                                            | 2022       | 2023     | N/A            | GF                | Planning                        |
| 18                                                                 | Land Use               | Increase training of Traditional Neighborhood Districts and Smart Growth techniques for the Planning Commission | 2022       | 2023     | \$3,000        | GF                | Planning                        |
| 19                                                                 | Community facilities   | Swift Cantrell park improvements                                                                                | 2022       | 2023     | \$100,000      | SPLOST            | Parks and Recreation            |
|                                                                    | Community Facilities   | Smith Gilbert Gardens Improvements                                                                              | 2022       | 2023     | \$200,000      | GF                | Parks and Recreation            |



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

| City of Kennesaw Annual STWP Update 2024/2025 |                        |                                                                                                                                                                                                |            |          |                |                |                                          |
|-----------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------------|----------------|------------------------------------------|
| Project Number                                | Plan Element           | Project Description                                                                                                                                                                            | Start Date | End Date | Estimated Cost | Funding Source | Responsible Party                        |
| 1                                             | Economic Development   | Continue business recruitment, expansion and retention efforts                                                                                                                                 | 2024       | 2025     | \$8,000        | KDA & KDDA     | Economic Development                     |
| 2                                             | Community Facilities   | Evaluate master trail system tie-in to Cobb County System                                                                                                                                      | 2024       | 2025     | N/A            | N/A            | Planning and Zoning/parks and recreation |
| 3                                             | Community Facilities   | Erosion Control measures installation for City Cemetery areas along southern and Northern areas (bordering the Revival Development between Lewis Family and Pauper sections)                   | 2024       | 2025     | \$50,000       | N/A            | Public Works                             |
| 4                                             | Housing                | Continue strategies (through zoning) aimed at the identification and preservation of existing sound housing and stable residential neighborhoods including preservation of historic properties | 2024       | 2025     | N/A            | N/A            | Planning and Zoning                      |
| 5                                             | Community Facilities   | Storm Water Utility CIP Project                                                                                                                                                                | 2024       | 2025     | \$500,000      | SPLOST         | Public Works                             |
| 6                                             | Community Facilities   | Traffic Improvements                                                                                                                                                                           | 2024       | 2025     | \$10,000,000   | SPLOST         | Public Works                             |
| 7                                             | Land Use               | Annual review of Unified Development code                                                                                                                                                      | 2024       | 2025     | NA             | NA             | Planning and Zoning                      |
| 8                                             | Community Facilities   | Smith Gilbert Gardens facility improvements                                                                                                                                                    | 2024       | 2025     | \$100,000      | SPLOST         | Parks and Recreation                     |
| 9                                             | Community Facilities   | Street Improvements                                                                                                                                                                            | 2024       | 2025     | \$400,000      | SPLOST         | Public Works                             |
| 10                                            | Community Facilities   | Pave Streets throughout city cemetery                                                                                                                                                          | 2024       | 2025     | \$100,000      | GF             | Public Works                             |
| 11                                            | Land Use               | Strengthen enforcement of housing codes in order to revitalize neighborhoods                                                                                                                   | 2024       | 2025     | N/A            | N/A            | Community Development                    |
| 12                                            | Community Facilities   | Reevaluate Future land use maps and character areas as identified in the comprehensive plan                                                                                                    | 2024       | 2025     | N/A            | N/A            | Community Development                    |
| 13                                            | Information Technology | City Wide Computer upgrade and integration                                                                                                                                                     | 2024       | 2025     | \$75,000       | GF             | Information Technology                   |
| 14                                            | Housing                | Reevaluate housing inventory city wide and occupancy rate                                                                                                                                      | 2024       | 2025     | N/A            | N/A            | Planning and Zoning                      |
| 15                                            | Community Facilities   | Community Center Improvements                                                                                                                                                                  | 2024       | 2025     | \$250,000      | GF             | Parks and Recreation                     |
| 16                                            | Community Facilities   | Review status of adopted redevelopment areas                                                                                                                                                   | 2024       | 2025     | NA             | NA             | Economic Development/Planning            |

| City of Kennesaw Annual STWP Update FY2025/2026 |                        |                                                                                                                                                                                                  |            |          |                |                          |                                     |
|-------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------------|--------------------------|-------------------------------------|
| Project Number                                  | Plan Element           | Project Description                                                                                                                                                                              | Start Date | End Date | Estimated Cost | Funding Source           | Responsible Party                   |
| 1                                               | Economic Development   | Continue implementation of Kennesaw LCI downtown master plan                                                                                                                                     | 2025       | 2026     | N/A            | N/A                      | Mayor and Council & City Manager    |
| 2                                               | Land Use               | review downtown master plan                                                                                                                                                                      | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 3                                               | Economic Development   | Continue business recruitment, expansion and retention efforts                                                                                                                                   | 2025       | 2026     | \$5,000        | GF, KDA, KDDA            | Economic Development                |
| 4                                               | Community Facilities   | re-evaluate storm water management plan                                                                                                                                                          | 2025       | 2026     | N/A            | N/A                      | Public Works                        |
| 5                                               | Land Use               | updating comprehensive plans and objectives                                                                                                                                                      | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 6                                               | Land Use               | Evaluate existing development regulations for provisions that may limit diversity in housing types and barriers to revitalization and infill development and recommend changes where appropriate | 2025       | 2026     | \$5,000        | KDDA, GF, and DCA Grants | Community Development               |
| 7                                               | Community Facilities   | Traffic Improvements                                                                                                                                                                             | 2025       | 2026     | \$4,000,000    | SPLOST                   | Public Works                        |
| 8                                               | Land Use               | Analyze Senior Housing inventory                                                                                                                                                                 | 2025       | 2026     | N/A            | N/A                      | Planning and Zoning                 |
| 9                                               | Land Use               | Annual review of Unified Development code                                                                                                                                                        | 2025       | 2026     | N/A            | N/A                      | Community Development, Public Works |
| 10                                              | Land Use               | Develop additional development standards for the provision and location of pedestrian and bicycle facilities in connection with private development projects.                                    | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 11                                              | Community Facilities   | Upgrade neighborhood parks                                                                                                                                                                       | 2025       | 2026     | \$35,000       | GF                       | Parks and Recreation                |
| 12                                              | Land Use               | Review Comprehensive plan and 2040 Plan                                                                                                                                                          | 2025       | 2026     | N/A            | N/A                      | Planning and Zoning                 |
| 13                                              | Community Facilities   | Establish strategies and priorities for funding road improvements needed in the city in conjunction with county, state, regional and federal agencies.                                           | 2025       | 2026     | N/A            | N/A                      | Public Works/Economic Development   |
| 14                                              | Land Use               | evaluate needs for student housing                                                                                                                                                               | 2025       | 2026     | NA             | NA                       | Planning and Zoning                 |
| 15                                              | Community Facilities   | Promote the expansion of local public transit alternatives in conjunction with Cobb County, DOT, GRTA, CCT, ARC and other state/regional agencies.                                               | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 16                                              | Community Facilities   | Storm Water Utility CIP Project                                                                                                                                                                  | 2025       | 2026     | \$250,000      | SPLOST                   | Public Works                        |
| 17                                              | Information Technology | City Wide Computer upgrade and integration                                                                                                                                                       | 2025       | 2026     | \$100,000      | GF                       | Information Technology              |
| 18                                              | Environmental          | Evaluate environmentally sensitive areas affected by development                                                                                                                                 | 2025       | 2026     | N/A            | N/A                      | Public Works/Community development  |
| 19                                              | Land Use               | Participate in regional and local transportation studies and initiatives to promote rail connectivity to cities and county                                                                       | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 20                                              | Land Use               | Work with Cobb County to implement a greenbelt system for flood plains that can also be used as a passive recreation resource.                                                                   | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 21                                              | Economic Development   | Evaluate Economic Development Incentive program                                                                                                                                                  | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 22                                              | Community Facilities   | Review trail network program                                                                                                                                                                     | 2025       | 2026     | N/A            | N/A                      | Parks and Recreation                |

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

**DATE:** March 28, 2023

**TO:** Mayor Derek Easterling, City of Kennesaw  
**ATTN TO:** Darryl Simmons, Zoning Administrator, City of Kennesaw  
**FROM:** Mike Alexander, Director, ARC Center for Livable Communities

The Atlanta Regional Commission (ARC) has received the following proposal and is initiating a regional review to seek comments from potentially impacted jurisdictions and agencies. The ARC requests your comments related to the proposal not addressed by the Commission's regional plans and policies.

**Name of Proposal:** 2023 City of Kennesaw Annual CIE Update

**Description:** A regional review of the draft 2023 City of Kennesaw Annual CIE Update.

**Submitting Local Government:** City of Kennesaw

**Action Under Consideration:** Approval

**Date Opened:** March 28, 2023

**Deadline for Comments:** April 18, 2023

**THE FOLLOWING LOCAL GOVERNMENTS AND AGENCIES ARE RECEIVING NOTICE OF THIS REVIEW:**

ATLANTA REGIONAL COMMISSION  
GEORGIA DEPARTMENT OF TRANSPORTATION  
GEORGIA ENVIRONMENTAL FINANCE AUTHORITY  
CITY OF MARIETTA  
CHEROKEE COUNTY

GEORGIA DEPARTMENT OF NATURAL RESOURCE  
GEORGIA REGIONAL TRANSPORTATION AUTHORITY  
COBB COUNTY  
CITY OF WOODSTOCK

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS  
GEORGIA SOIL AND WATER CONSERVATION COMMISSION  
CITY OF ACWORTH  
BARTOW COUNTY

**Review information is attached.**

For questions, please contact Donald Shockey at [dshockey@atlantaregional.org](mailto:dshockey@atlantaregional.org) or 470-378-1531. If ARC staff do not receive comments from you on or before **April 18, 2023**, we will assume that your agency has no comments and will close the review. Comments should be submitted via e-mail. The ARC review website is located at <https://atlantaregional.org/community-development/comprehensive-planning/plan-reviews/>

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2023-08, 2023**

**RESOLUTION ADOPTING THE TRANSMITTAL OF UPDATES TO THE  
CAPITAL IMPROVEMENT ELEMENT AND THE SHORT-TERM WORK  
PROGRAM COVERING THE FIVE-YEAR PERIOD 2023-2027**

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

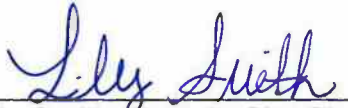
**WHEREAS**, the City of Kennesaw has prepared an annual update to the Capital Improvements Element and Short Term Work Program; and

**WHEREAS**, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on March 20, 2023 6:30 p.m. in the Kennesaw City Hall.

**BE IT THEREFORE RESOLVED**, which the Mayor and the Council of the City of Kennesaw does hereby submit for transmittal the annual update of the Capital Improvements Element and Short Term Work Program covering the five-year period 2023-2027 to the Atlanta Regional Commission for Regional review, as per the requirements of the Georgia Planning Act of 1989.

PASSED AND ADOPTED by the Kennesaw City Council on this 20th day of March 2023.

ATTEST:

  
\_\_\_\_\_  
Lily Smith, Deputy City Clerk

CITY OF KENNESAW

  
\_\_\_\_\_  
Derek Easterling, Mayor

ANNUAL FEE FINANCIAL REPORT - FY 2021-2022  
CITY OF KENNESAW, GEORGIA

|                                                               | PARKS/REC     | Police        | Total         |
|---------------------------------------------------------------|---------------|---------------|---------------|
| IMPACT FEE FUND BALANCE FROM FY 2020/2021 (ENDING 09/30/2021) | \$ 498,299.79 | \$ 137,686.98 | \$ 635,986.77 |
| PRIOR PERIOD ADJUSTMENT                                       | \$ -          | \$ -          | \$ -          |
| IMPACT FEES COLLECTED IN FY 2021/2022                         | \$ 254,436.01 | \$ 12,777.00  | \$ 267,213.01 |
| INTEREST EARNED                                               | \$ 11,265.13  | \$ 565.70     | \$ 11,830.83  |
| ADMINISTRATIVE/OTHER COST                                     | \$ -          | \$ -          | \$ -          |
| (IMPACT FEE REFUNDS)                                          | \$ -          | \$ -          | \$ -          |
| (PROJECT EXPENDITURES)                                        | \$ 83,663.77  | \$ -          | \$ 83,663.77  |
| IMPACT FEE FUND BALANCE ENDING FY 2021/2022 (9/30/22)         | \$ 680,337.16 | \$ 151,029.68 | \$ 831,366.84 |
|                                                               |               |               |               |
| IMPACT EXPENDITURES ENCUMBERED                                | \$ -          | \$ -          | \$ -          |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |
|                                                               |               |               |               |

CITY OF KENNESAW  
SUMMARY OF FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

|    | A                                        | B             | C             | D             | E           | F           | G             | H |
|----|------------------------------------------|---------------|---------------|---------------|-------------|-------------|---------------|---|
| 1  |                                          |               |               |               |             |             |               |   |
| 2  |                                          | FY2022-2023   | FY2023-2024   | FY2024-2025   | FY2025-2026 | FY2026-2027 | TOTAL         |   |
| 3  | Police vehicles                          | 250,000       | 200,000       | 200,000       | 200,000     | 250,000     | \$ 1,100,000  |   |
| 4  | Parks & Recreation Vehicles              | 45,000        | 30,000        | 40,000        | 45,000      | 80,000      | \$ 240,000    |   |
| 5  | Street Vehicles                          | 65,000        | 100,000       | 100,000       | 150,000     | 150,000     | \$ 565,000    |   |
| 6  | Stormwater utility CIP Project           | 200,000       | 500,000       | 500,000       | 250,000     | 250,000     | \$ 1,700,000  |   |
| 7  | Street Improvements                      | 350,000       | 800,000       | 900,000       | 800,000     | 300,000     | \$ 3,150,000  |   |
| 8  | Drainage Improvements                    | 300,000       | 750,000       | 800,000       | 800,000     | 300,000     | \$ 2,950,000  |   |
| 9  | Neighborhood Park Improvements           | 35,000        | 20,000        | 40,000        | 35,000      | 35,000      | \$ 165,000    |   |
| 10 | Smith-Gilbert Gardens Improvements       | 200,000       | 200,000       | 100,000       | 100,000     | NA          | \$ 600,000    |   |
| 11 | Computer System Upgrades                 | 70,000        | 70,000        | 75,000        | 100,000     | 100,000     | \$ 415,000    |   |
| 12 | Traffic Improvements                     | 7,000,000     | 4,000,000     | 10,000,000    | 4,000,000   | 7,000,000   | \$ 32,000,000 |   |
| 13 | Community Center Improvements            | 100,000       | 50,000        | 250,000       | NA          | NA          | \$ 400,000    |   |
| 14 | Swift-Cantrell Park Improvement          | 100,000       | 100,000       | 100,000       | NA          | NA          | \$ 300,000    |   |
| 15 | Depot Park Amphitheater                  | 2,800,000     | 4,000,000     | NA            | NA          | NA          | \$ 6,800,000  |   |
| 16 | Public Safety Building                   | NA            | NA            | 7,500,000     | 1,000,000   | NA          | \$ 8,500,000  |   |
| 17 | East Park Community Park                 | 50,000        | 250,000       | 250,000       | 250,000     | 250,000     | \$ 1,050,000  |   |
| 18 | Depot Park Phases 9 - 12                 | NA            | 800,000       | 500,000       | NA          | NA          | \$ 1,300,000  |   |
| 19 | Public Works Building Improvements       | NA            | 1,000,000     | 600,000       | NA          | NA          | \$ 1,600,000  |   |
| 20 | Public Works Site Improvements           | NA            | 350,000       | NA            | NA          | NA          | \$ 350,000    |   |
| 21 | Cemetery Improvements - Street Paving    | NA            | NA            | 100,000       | NA          | NA          | \$ 100,000    |   |
| 22 | Cemetery Improvements - Erosion Control  | NA            | NA            | NA            | 50,000      | NA          | \$ 50,000     |   |
| 23 | Cemetery Improvements - Space Force Flag | NA            | NA            | NA            | NA          | 20,000      | \$ 20,000     |   |
| 24 | Trail Improvements - Pedestrian Bridges  | NA            | NA            | 250,000       | NA          | NA          | \$ 250,000    |   |
| 25 | Swift Cantrell Traffic Light             | NA            | NA            | 350,000       | NA          | NA          | \$ 350,000    |   |
| 26 | Smith-Gilbert Gardens Education Center   | NA            | NA            | NA            | 2,000,000   | 2,000,000   | \$ 4,000,000  |   |
| 27 | Fleet Maintenance Facility Upgrade       | NA            | NA            | NA            | NA          | 2,500,000   | \$ 2,500,000  |   |
| 28 |                                          |               |               |               |             |             |               |   |
| 29 | Totals                                   | \$ 11,565,000 | \$ 13,220,000 | \$ 22,655,000 | 9,780,000   | 13,235,000  | \$ 70,455,000 |   |
| 30 |                                          |               |               |               |             |             |               |   |
| 31 |                                          |               |               |               |             |             |               |   |
| 32 |                                          |               |               |               |             |             |               |   |
| 33 |                                          |               |               |               |             |             |               |   |
| 34 |                                          |               |               |               |             |             |               |   |



| 2022-2023                          |                    |                  |                      |                            |                         |                       |                                     |                        |
|------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                    | 10/1/2022          | 9/30/2023        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 250,000            | \$ 25,000                           | Programmed for FY 2023 |
| Parks & Recreation Vehicles        | 10/1/2022          | 9/30/2023        | \$ 240,000           | 0%                         | General Fund            | \$ 45,000             |                                     | Programmed for FY 2023 |
| Street Vehicles                    | 10/1/2022          | 9/30/2023        | \$ 565,000           | 0%                         | General Fund            | \$ 65,000             |                                     | Programmed for FY 2023 |
| Stormwater utility CIP Project     | 10/1/2022          | 9/30/2023        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 200,000            |                                     | Programmed for FY 2023 |
| Street Improvements                | 10/1/2022          | 9/30/2023        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 350,000            |                                     | Programmed for FY 2023 |
| Drainage Improvements              | 10/1/2022          | 9/30/2023        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 300,000            |                                     | Programmed for FY 2023 |
| Neighborhood Park Improvements     | 10/1/2022          | 9/30/2023        | \$ 165,000           | 50%                        | General Fund            | \$ 35,000             | \$ 15,000                           | Programmed for FY 2023 |
| Smith-Gilbert Gardens Improvements | 10/1/2022          | 9/30/2023        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 200,000            |                                     | Programmed for FY 2023 |
| Computer System Upgrades           | 10/1/2022          | 9/30/2023        | \$ 415,000           | 0%                         | General Fund            | \$ 70,000             |                                     | Programmed for FY 2023 |
| Traffic Improvements               | 10/1/2022          | 9/30/2023        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 7,000,000          |                                     | Programmed for FY 2023 |
| Community Center Improvements      | 10/1/2022          | 9/30/2023        | \$ 400,000           | 0%                         | SPLOST/GF               | \$ 100,000            |                                     | Programmed for FY 2023 |
| Swift-Cantrell Park Improvement    | 10/1/2022          | 9/30/2023        | \$ 300,000           | 25%                        | SPLOST                  | \$ 100,000            | \$ 50,000                           | Programmed for FY 2023 |
| Depot Park Amphitheatre            | 10/1/2022          | 9/30/2023        | \$ 6,800,000         | 0%                         | SPLOST                  | \$ 2,800,000          |                                     | Programmed for FY 2023 |
| East Park Community Park           | 10/1/2022          | 9/30/2023        | \$ 1,050,000         | 50%                        | Grants                  | \$ 50,000             |                                     | Programmed for FY 2023 |
|                                    |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                              |                    |                  | \$ 51,435,000        |                            |                         | \$ 11,565,000         |                                     |                        |

| 2023-2024                          |                    |                  |                      |                            |                         |                       |                                     |                        |
|------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                    | 10/1/2023          | 9/30/2024        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 200,000            | \$ 30,000                           | Programmed for FY 2024 |
| Parks & Recreation Vehicles        | 10/1/2023          | 9/30/2024        | \$ 240,000           | 0%                         | General Fund            | \$ 30,000             |                                     | Programmed for FY 2024 |
| Street Vehicles                    | 10/1/2023          | 9/30/2024        | \$ 565,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2024 |
| Stormwater utility CIP Project     | 10/1/2023          | 9/30/2024        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 500,000            |                                     | Programmed for FY 2024 |
| Street Improvements                | 10/1/2023          | 9/30/2024        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 800,000            |                                     | Programmed for FY 2024 |
| Drainage Improvements              | 10/1/2023          | 9/30/2024        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 750,000            |                                     | Programmed for FY 2024 |
| Neighborhood Park Improvements     | 10/1/2023          | 9/30/2024        | \$ 165,000           | 50%                        | General Fund            | \$ 20,000             | \$ 10,000                           | Programmed for FY 2024 |
| Smith-Gilbert Gardens Improvements | 10/1/2023          | 9/30/2024        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 200,000            |                                     | Programmed for FY 2024 |
| Computer System Upgrades           | 10/1/2023          | 9/30/2024        | \$ 415,000           | 0%                         | General Fund            | \$ 70,000             |                                     | Programmed for FY 2024 |
| Traffic Improvements               | 10/1/2023          | 9/30/2024        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 4,000,000          |                                     | Programmed for FY 2024 |
| Community Center Improvements      | 10/1/2023          | 9/30/2024        | \$ 400,000           | 0%                         | SPLOST/GF               | \$ 50,000             |                                     | Programmed for FY 2024 |
| Swift-Cantrell Park Improvement    | 10/1/2023          | 9/30/2024        | \$ 300,000           | 25%                        | SPLOST                  | \$ 100,000            | \$ 20,000                           | Programmed for FY 2024 |
| Depot Park Amphitheatre            | 10/1/2023          | 9/30/2024        | \$ 6,800,000         | 0%                         | SPLOST                  | \$ 4,000,000          |                                     | Programmed for FY 2024 |
| East Park Community Park           | 10/1/2023          | 9/30/2024        | \$ 1,050,000         | 50%                        | Grants                  | \$ 250,000            | \$ 250,000                          | Programmed for FY 2024 |
| Depot Park Phases 9 - 12           | 10/1/2023          | 9/30/2024        | \$ 1,300,000         | 0%                         | SPLOST                  | \$ 800,000            |                                     | Programmed for FY 2024 |
| Public Works Building Improvements | 10/1/2023          | 9/30/2024        | \$ 1,600,000         | 0%                         | SLFRF                   | \$ 1,000,000          |                                     | Programmed for FY 2024 |
| Public Works Site Improvements     | 10/1/2023          | 9/30/2024        | \$ 350,000           | 0%                         | SLFRF                   | \$ 350,000            |                                     | Programmed for FY 2024 |
|                                    |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                              |                    |                  | \$ 54,685,000        |                            |                         | \$ 13,220,000         |                                     |                        |

| 2024-2025                               |                    |                  |                      |                            |                         |                       |                                     |                        |
|-----------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                     | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                         | 10/1/2024          | 9/30/2025        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 200,000            | \$ 20,000                           | Programmed for FY 2025 |
| Parks & Recreation Vehicles             | 10/1/2024          | 9/30/2025        | \$ 240,000           | 0%                         | General Fund            | \$ 40,000             |                                     | Programmed for FY 2025 |
| Street Vehicles                         | 10/1/2024          | 9/30/2025        | \$ 565,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2025 |
| Stormwater utility CIP Project          | 10/1/2024          | 9/30/2025        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 500,000            |                                     | Programmed for FY 2025 |
| Street Improvements                     | 10/1/2024          | 9/30/2025        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 900,000            |                                     | Programmed for FY 2025 |
| Drainage Improvements                   | 10/1/2024          | 9/30/2025        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 800,000            |                                     | Programmed for FY 2025 |
| Neighborhood Park Improvements          | 10/1/2024          | 9/30/2025        | \$ 165,000           | 50%                        | General Fund            | \$ 40,000             | \$ 20,000                           | Programmed for FY 2025 |
| Smith-Gilbert Gardens Improvements      | 10/1/2024          | 9/30/2025        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 100,000            |                                     | Programmed for FY 2025 |
| Computer System Upgrades                | 10/1/2024          | 9/30/2025        | \$ 415,000           | 0%                         | General Fund            | \$ 75,000             |                                     | Programmed for FY 2025 |
| Traffic Improvements                    | 10/1/2024          | 9/30/2025        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 10,000,000         |                                     | Programmed for FY 2025 |
| Community Center Improvements           | 10/1/2024          | 9/30/2025        | \$ 400,000           | 0%                         | SPLOST/GF               | \$ 250,000            |                                     | Programmed for FY 2025 |
| Swift-Cantrell Park Improvement         | 10/1/2024          | 9/30/2025        | \$ 300,000           | 25%                        | SPLOST                  | \$ 100,000            |                                     | Programmed for FY 2025 |
| Public Safety Building                  | 10/1/2024          | 9/30/2025        | \$ 8,500,000         | 0%                         | SPLOST                  | \$ 7,500,000          |                                     | Programmed for FY 2025 |
| East Park Community Park                | 10/1/2024          | 9/30/2025        | \$ 1,050,000         | 50%                        | Grants                  | \$ 250,000            | \$ 25,000                           | Programmed for FY 2025 |
| Depot Park Phases 9-12                  | 10/1/2024          | 9/30/2025        | \$ 1,300,000         | 0%                         | SPLOST                  | \$ 500,000            |                                     | Programmed for FY 2025 |
| Public Works Building Improvements      | 10/1/2024          | 9/30/2025        | \$ 1,600,000         | 0%                         | SLFRF                   | \$ 600,000            |                                     | Programmed for FY 2025 |
| Cemetery Improvements - Street Paving   | 10/1/2024          | 9/30/2025        | \$ 100,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2025 |
| Trail Improvements - Pedestrian Bridges | 10/1/2024          | 9/30/2025        | \$ 250,000           | 0%                         | Earmark HUD             | \$ 250,000            |                                     | Programmed for FY 2025 |
| Swift-Cantrell Traffic Light            | 10/1/2024          | 9/30/2025        | \$ 350,000           | 0%                         | Earmark DOT             | \$ 350,000            |                                     | Programmed for FY 2025 |
|                                         |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                                   |                    |                  | \$ 56,735,000        |                            |                         | \$ 22,655,000         |                                     |                        |

| 2025-2026                               |                    |                  |                      |                            |                         |                       |                                     |                        |
|-----------------------------------------|--------------------|------------------|----------------------|----------------------------|-------------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                     | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES   | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                         | 10/1/2025          | 9/30/2026        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF             | \$ 200,000            | \$ 35,000                           | Programmed for FY 2026 |
| Parks & Recreation Vehicles             | 10/1/2025          | 9/30/2026        | \$ 240,000           | 0%                         | General Fund            | \$ 45,000             |                                     | Programmed for FY 2026 |
| Street Vehicles                         | 10/1/2025          | 9/30/2026        | \$ 565,000           | 0%                         | General Fund            | \$ 150,000            |                                     | Programmed for FY 2026 |
| Stormwater utility CIP Project          | 10/1/2025          | 9/30/2026        | \$ 1,700,000         | 0%                         | Stormwater              | \$ 250,000            |                                     | Programmed for FY 2026 |
| Street Improvements                     | 10/1/2025          | 9/30/2026        | \$ 3,150,000         | 0%                         | SPLOST/HUD Earmark      | \$ 800,000            |                                     | Programmed for FY 2026 |
| Drainage Improvements                   | 10/1/2025          | 9/30/2026        | \$ 2,950,000         | 0%                         | CDBG/SPLOST/HUD Earmark | \$ 800,000            |                                     | Programmed for FY 2026 |
| Neighborhood Park Improvements          | 10/1/2025          | 9/30/2026        | \$ 165,000           | 50%                        | General Fund            | \$ 35,000             | \$ 20,000                           | Programmed for FY 2026 |
| Smith-Gilbert Gardens Improvements      | 10/1/2025          | 9/30/2026        | \$ 600,000           | 0%                         | SPLOST/Grants           | \$ 100,000            |                                     | Programmed for FY 2026 |
| Computer System Upgrades                | 10/1/2025          | 9/30/2026        | \$ 415,000           | 0%                         | General Fund            | \$ 100,000            |                                     | Programmed for FY 2026 |
| Traffic Improvements                    | 10/1/2025          | 9/30/2026        | \$ 32,000,000        | 0%                         | SPLOST                  | \$ 4,000,000          |                                     | Programmed for FY 2026 |
| Community Center Improvements           | 10/1/2025          | 9/30/2026        | \$ 400,000           | 0%                         | SPLOST/GF               | NA                    |                                     | Programmed for FY 2026 |
| Swift-Cantrell Park Improvement         | 10/1/2025          | 9/30/2026        | \$ 300,000           | 25%                        | SPLOST                  | NA                    |                                     | Programmed for FY 2026 |
| Public Safety Building                  | 10/1/2025          | 9/30/2026        | \$ 8,500,000         | 0%                         | SPLOST                  | \$ 1,000,000          |                                     | Programmed for FY 2026 |
| East Park Community Park                | 10/1/2025          | 9/30/2026        | \$ 1,050,000         | 50%                        | Grants                  | \$ 250,000            | \$ 250,000                          | Programmed for FY 2026 |
| Cemetery Improvements - Erosion Control | 10/1/2025          | 9/30/2026        | \$ 50,000            | 0%                         | General Fund            | \$ 50,000             |                                     | Programmed for FY 2026 |
| Smith-Gilbert Gardens Education Center  | 10/1/2025          | 9/30/2026        | \$ 4,000,000         | 0%                         | Grants/SPLOST           | \$ 2,000,000          |                                     | Programmed for FY 2026 |
|                                         |                    |                  |                      |                            |                         |                       |                                     |                        |
| TOTAL                                   |                    |                  | \$ 57,185,000        |                            |                         | \$ 9,780,000          |                                     |                        |

| 2026-2027                                |                    |                  |                      |                            |                       |                       |                                     |                        |
|------------------------------------------|--------------------|------------------|----------------------|----------------------------|-----------------------|-----------------------|-------------------------------------|------------------------|
| PROJECT DESCRIPTION                      | PROJECT START DATE | PROJECT END DATE | EST. COST OF PROJECT | % FUNDING FROM IMPACT FEES | OTHER FINANCE SOURCES | EXPENDITURES FOR YEAR | IMPACT FEES ENCUMBERED THROUGH YEAR | STATUS/REMARKS         |
| Police vehicles                          | 10/1/2026          | 9/30/2027        | \$ 1,100,000         | 10%                        | GF/CPF/CSIF           | \$ 250,000            | \$ 35,000                           | Programmed for FY 2027 |
| Parks & Recreation Vehicles              | 10/1/2026          | 9/30/2027        | \$ 240,000           | 0%                         | General Fund          | \$ 80,000             |                                     | Programmed for FY 2027 |
| Street Vehicles                          | 10/1/2026          | 9/30/2027        | \$ 565,000           | 0%                         | General Fund          | \$ 150,000            |                                     | Programmed for FY 2027 |
| Stormwater utility CIP Project           | 10/1/2026          | 9/30/2027        | \$ 1,700,000         | 0%                         | Stormwater            | \$ 250,000            |                                     | Programmed for FY 2027 |
| Street Improvements                      | 10/1/2026          | 9/30/2027        | \$ 3,150,000         | 0%                         | SPLOST                | \$ 300,000            |                                     | Programmed for FY 2027 |
| Drainage Improvements                    | 10/1/2026          | 9/30/2027        | \$ 2,950,000         | 0%                         | CDBG/SPLOST           | \$ 300,000            |                                     | Programmed for FY 2027 |
| Neighborhood Park Improvements           | 10/1/2026          | 9/30/2027        | \$ 165,000           | 50%                        | General Fund          | \$ 35,000             | \$ 20,000                           | Programmed for FY 2027 |
| Smith-Gilbert Gardens Improvements       | 10/1/2026          | 9/30/2027        | \$ 600,000           | 0%                         | SPLOST/Grants         | NA                    |                                     | Programmed for FY 2027 |
| Computer System Upgrades                 | 10/1/2026          | 9/30/2027        | \$ 415,000           | 0%                         | General Fund          | \$ 100,000            |                                     | Programmed for FY 2027 |
| Traffic Improvements                     | 10/1/2026          | 9/30/2027        | \$ 32,000,000        | 0%                         | SPLOST                | \$ 7,000,000          |                                     | Programmed for FY 2027 |
| Community Center Improvements            | 10/1/2026          | 9/30/2027        | \$ 400,000           | 0%                         | SPLOST/GF             | NA                    |                                     | Programmed for FY 2027 |
| Swift-Cantrell Park Improvement          | 10/1/2026          | 9/30/2027        | \$ 300,000           | 25%                        | SPLOST                | NA                    |                                     | Programmed for FY 2027 |
| East Park Community Park                 | 10/1/2026          | 9/30/2027        | \$ 1,050,000         | 100%                       | Grants                | \$ 250,000            | \$ 250,000                          | Programmed for FY 2027 |
| Cemetery Improvements - Space Force Flag | 10/1/2026          | 9/30/2027        | \$ 20,000            | 0%                         | General Fund          | \$ 20,000             |                                     | Programmed for FY 2027 |
| Smith-Gilbert Gardens Education Center   | 10/1/2026          | 9/30/2027        | \$ 4,000,000         | 0%                         | Grants/SPLOST         | \$ 2,000,000          |                                     | Programmed for FY 2027 |
| Fleet Maintenance Facility Upgrade       | 10/1/2026          | 9/30/2027        | \$ 2,500,000         | 0%                         | SPLOST                | \$ 2,500,000          |                                     | Programmed for FY 2027 |
|                                          |                    |                  |                      |                            |                       |                       |                                     |                        |
| TOTAL                                    |                    |                  | \$ 51,155,000        |                            |                       | \$ 13,235,000         |                                     |                        |

| City of Kennesaw Annual Short Term Work Program Update FY2022/2023 |                        |                                                                                                                 |            |          |                |                   |                                 |
|--------------------------------------------------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------|------------|----------|----------------|-------------------|---------------------------------|
| Project Number                                                     | Plan Element           |                                                                                                                 | Start Date | End Date | Estimated Cost | Funding Source    | Responsible Party               |
| 1                                                                  | Land Use               | Implement next phase of annexation plan city wide                                                               | 2022       | 2023     | N/A            | N/A               | Economic Dev. & Planning        |
| 2                                                                  | Public Facilities      | Storm Water Utility CIP Project                                                                                 | 2022       | 2023     | \$200,000      | SPLOST            | Public Works                    |
| 3                                                                  | Public Safety          | police vehicles                                                                                                 | 2022       | 2023     | \$250,000      | Court Services/GF | Economic Development            |
| 4                                                                  | Economic Development   | Apply for grants for development projects                                                                       | 2022       | 2023     | \$5,000        | N/A               | Economic Development & Planning |
| 5                                                                  | Land Use               | conduct broadband study for opportunity for business recruitment                                                | 2022       | 2023     | NA             | GF                | Planning and Zoning             |
| 6                                                                  | Land Use               | Conduct pedestrian and bike study                                                                               | 2022       | 2023     | N/A            | NA                | Community Development           |
| 7                                                                  | Land Use               | Review of Historic District Guidelines                                                                          | 2022       | 2023     | N/A            | NA                | Planning                        |
| 8                                                                  | Community Development  | Revision of Unified Development Code                                                                            | 2022       | 2023     | N/A            | NA                | Community Development           |
| 9                                                                  | Community Facilities   | coordinate with police department on exploring technology for safety and business recruitment                   | 2022       | 2023     | N/A            | N/A               | Park and Recreation             |
| 10                                                                 | Community Facilities   | Continued marketing of Downtown venues in cooperation with Downtown Merchants                                   | 2022       | 2023     | N/A            | KDDA              | Economic Development            |
| 11                                                                 | Information Technology | City Wide Software Upgrades/purchases City Wide Computer upgrade and integration WI-FI integration in parks     | 2022       | 2023     | \$70,000       | GF                | Information Technology          |
| 12                                                                 | Information Technology | GIS upgrades for land use analysis and public safety                                                            | 2022       | 2023     | \$10,000       | GF                | Community Development           |
| 13                                                                 | Community Facilities   | Drainage Improvements                                                                                           | 2022       | 2023     | \$300,000      | CDBG              | Public Works                    |
| 14                                                                 | Community Facilities   | Promote partnerships with Gardens,KDDA and art Commisison                                                       | 2022       | 2023     | N/A            | N/A               | Community Development           |
| 15                                                                 | Community Facilities   | Street Improvements                                                                                             | 2022       | 2023     | \$350,000      | SPLOST            | Public Works                    |
| 16                                                                 | Community Facilities   | Establish quarterly meeting with KSU                                                                            | 2022       | 2023     | N/A            | GF                | Planning                        |
| 18                                                                 | Land Use               | Increase training of Traditional Neighborhood Districts and Smart Growth techniques for the Planning Commission | 2022       | 2023     | \$3,000        | GF                | Planning                        |
| 19                                                                 | Community facilities   | Swift Cantrell park improvements                                                                                | 2022       | 2023     | \$100,000      | SPLOST            | Parks and Recreation            |
|                                                                    | Community Facilities   | Smith Gilbert Gardens Improvements                                                                              | 2022       | 2023     | \$200,000      | GF                | Parks and Recreation            |



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

| City of Kennesaw Annual STWP Update 2024/2025 |                        |                                                                                                                                                                                                |            |          |                |                |                                          |
|-----------------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------------|----------------|------------------------------------------|
| Project Number                                | Plan Element           | Project Description                                                                                                                                                                            | Start Date | End Date | Estimated Cost | Funding Source | Responsible Party                        |
| 1                                             | Economic Development   | Continue business recruitment, expansion and retention efforts                                                                                                                                 | 2024       | 2025     | \$8,000        | KDA & KDDA     | Economic Development                     |
| 2                                             | Community Facilities   | Evaluate master trail system tie-in to Cobb County System                                                                                                                                      | 2024       | 2025     | N/A            | N/A            | Planning and Zoning/parks and recreation |
| 3                                             | Community Facilities   | Erosion Control measures installation for City Cemetery areas along southern and Northern areas (bordering the Revival Development between Lewis Family and Pauper sections)                   | 2024       | 2025     | \$50,000       | N/A            | Public Works                             |
| 4                                             | Housing                | Continue strategies (through zoning) aimed at the identification and preservation of existing sound housing and stable residential neighborhoods including preservation of historic properties | 2024       | 2025     | N/A            | N/A            | Planning and Zoning                      |
| 5                                             | Community Facilities   | Storm Water Utility CIP Project                                                                                                                                                                | 2024       | 2025     | \$500,000      | SPLOST         | Public Works                             |
| 6                                             | Community Facilities   | Traffic Improvements                                                                                                                                                                           | 2024       | 2025     | \$10,000,000   | SPLOST         | Public Works                             |
| 7                                             | Land Use               | Annual review of Unified Development code                                                                                                                                                      | 2024       | 2025     | NA             | NA             | Planning and Zoning                      |
| 8                                             | Community Facilities   | Smith Gilbert Gardens facility improvements                                                                                                                                                    | 2024       | 2025     | \$100,000      | SPLOST         | Parks and Recreation                     |
| 9                                             | Community Facilities   | Street Improvements                                                                                                                                                                            | 2024       | 2025     | \$400,000      | SPLOST         | Public Works                             |
| 10                                            | Community Facilities   | Pave Streets throughout city cemetery                                                                                                                                                          | 2024       | 2025     | \$100,000      | GF             | Public Works                             |
| 11                                            | Land Use               | Strengthen enforcement of housing codes in order to revitalize neighborhoods                                                                                                                   | 2024       | 2025     | N/A            | N/A            | Community Development                    |
| 12                                            | Community Facilities   | Reevaluate Future land use maps and character areas as identified in the comprehensive plan                                                                                                    | 2024       | 2025     | N/A            | N/A            | Community Development                    |
| 13                                            | Information Technology | City Wide Computer upgrade and integration                                                                                                                                                     | 2024       | 2025     | \$75,000       | GF             | Information Technology                   |
| 14                                            | Housing                | Reevaluate housing inventory city wide and occupancy rate                                                                                                                                      | 2024       | 2025     | N/A            | N/A            | Planning and Zoning                      |
| 15                                            | Community Facilities   | Community Center Improvements                                                                                                                                                                  | 2024       | 2025     | \$250,000      | GF             | Parks and Recreation                     |
| 16                                            | Community Facilities   | Review status of adopted redevelopment areas                                                                                                                                                   | 2024       | 2025     | NA             | NA             | Economic Development/Planning            |



| City of Kennesaw Annual STWP Update FY2025/2026 |                        |                                                                                                                                                                                                  |            |          |                |                          |                                     |
|-------------------------------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|----------------|--------------------------|-------------------------------------|
| Project Number                                  | Plan Element           | Project Description                                                                                                                                                                              | Start Date | End Date | Estimated Cost | Funding Source           | Responsible Party                   |
| 1                                               | Economic Development   | Continue implementation of Kennesaw LCI downtown master plan                                                                                                                                     | 2025       | 2026     | N/A            | N/A                      | Mayor and Council & City Manager    |
| 2                                               | Land Use               | review downtown master plan                                                                                                                                                                      | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 3                                               | Economic Development   | Continue business recruitment, expansion and retention efforts                                                                                                                                   | 2025       | 2026     | \$5,000        | GF, KDA, KDDA            | Economic Development                |
| 4                                               | Community Facilities   | re-evaluate storm water management plan                                                                                                                                                          | 2025       | 2026     | N/A            | N/A                      | Public Works                        |
| 5                                               | Land Use               | updating comprehensive plans and objectives                                                                                                                                                      | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 6                                               | Land Use               | Evaluate existing development regulations for provisions that may limit diversity in housing types and barriers to revitalization and infill development and recommend changes where appropriate | 2025       | 2026     | \$5,000        | KDDA, GF, and DCA Grants | Community Development               |
| 7                                               | Community Facilities   | Traffic Improvements                                                                                                                                                                             | 2025       | 2026     | \$4,000,000    | SPLOST                   | Public Works                        |
| 8                                               | Land Use               | Analyze Senior Housing inventory                                                                                                                                                                 | 2025       | 2026     | N/A            | N/A                      | Planning and Zoning                 |
| 9                                               | Land Use               | Annual review of Unified Development code                                                                                                                                                        | 2025       | 2026     | N/A            | N/A                      | Community Development, Public Works |
| 10                                              | Land Use               | Develop additional development standards for the provision and location of pedestrian and bicycle facilities in connection with private development projects.                                    | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 11                                              | Community Facilities   | Upgrade neighborhood parks                                                                                                                                                                       | 2025       | 2026     | \$35,000       | GF                       | Parks and Recreation                |
| 12                                              | Land Use               | Review Comprehensive plan and 2040 Plan                                                                                                                                                          | 2025       | 2026     | N/A            | N/A                      | Planning and Zoning                 |
| 13                                              | Community Facilities   | Establish strategies and priorities for funding road improvements needed in the city in conjunction with county, state, regional and federal agencies.                                           | 2025       | 2026     | N/A            | N/A                      | Public Works/Economic Development   |
| 14                                              | Land Use               | evaluate needs for student housing                                                                                                                                                               | 2025       | 2026     | NA             | NA                       | Planning and Zoning                 |
| 15                                              | Community Facilities   | Promote the expansion of local public transit alternatives in conjunction with Cobb County, DOT, GRTA, CCT, ARC and other state/regional agencies.                                               | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 16                                              | Community Facilities   | Storm Water Utility CIP Project                                                                                                                                                                  | 2025       | 2026     | \$250,000      | SPLOST                   | Public Works                        |
| 17                                              | Information Technology | City Wide Computer upgrade and integration                                                                                                                                                       | 2025       | 2026     | \$100,000      | GF                       | Information Technology              |
| 18                                              | Environmental          | Evaluate environmentally sensitive areas affected by development                                                                                                                                 | 2025       | 2026     | N/A            | N/A                      | Public Works/Community development  |
| 19                                              | Land Use               | Participate in regional and local transportation studies and initiatives to promote rail connectivity to cities and county                                                                       | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 20                                              | Land Use               | Work with Cobb County to implement a greenbelt system for flood plains that can also be used as a passive recreation resource.                                                                   | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 21                                              | Economic Development   | Evaluate Economic Development Incentive program                                                                                                                                                  | 2025       | 2026     | N/A            | N/A                      | Community Development               |
| 22                                              | Community Facilities   | Review trail network program                                                                                                                                                                     | 2025       | 2026     | N/A            | N/A                      | Parks and Recreation                |

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



COBB COUNTY  
COMMUNITY DEVELOPMENT AGENCY

---

Planning Division  
P.O. Box 649  
Marietta, GA 30061-0649  
Phone: (770) 528-2018; Fax: (770) 528-2126  
comdev@cobbcounty.org

March 30, 2023

Donald Shockley, AICP, LEED GA  
Plan Review Manager  
Community Development  
Atlanta Regional Commission

Re: 2023 City of Kennesaw Annual CIE Update

Dear Mr. Shockley:

Thank you for the opportunity to provide comments regarding the City of Kennesaw's annual CIE update. I am not sure if this is the appropriate forum, but Cobb County would like to comment to ensure we continue to have an efficient and effective relationship with the City of Kennesaw.

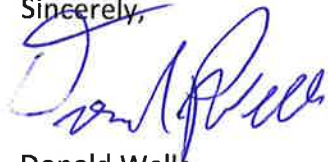
As you may be aware, the City of Mableton was recently approved by the citizens of Mableton to incorporate into its own city within Cobb County. The creation of this new city has also created the need for the county to negotiate new Intergovernmental Agreements and a new Service Delivery Strategy with Mableton. Although this process has started, it is still in its infancy as the new City Council has not been formed. Cobb County is also in the process of drafting a new Unified Development Code (UDC) which may require the County to update existing agreements with all cities within Cobb County. Several line items listed in Kennesaw's CIE update relate to land use and development. Those items include updates or revisions to the city's UDC, Zoning Ordinance, Comprehensive Plan, and Future Land Use Maps.

Cobb County is not opposed to any of the mentioned land use program items. The County wants to ensure that appropriate representatives of Cobb have an opportunity for input or review on any updates or revisions to the zoning ordinance or Unified Development Code as mentioned in the Short Term Work Program. This will help guide land use compatibility between the County and the City of Kennesaw.

The city is also continuing to implement the next phase of an annexation plan citywide. To this point, there may be a need for revisions to current agreements or service delivery strategies considering the creation of the City of Mableton and the updated UDC. To continue to be good government partners, Cobb County wants to ensure the City of Kennesaw continues to inform

the County of annexations in a timely manner subject to the most recently agreed upon SDS and IGA.

Sincerely,



Donald Wells  
Intergovernmental Coordinator

|        |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| nily   | 8003                                                                                                                                                                                                                                                                                                                                                                                                | Public Hearing |
| Chil-  | MDJ-4367                                                                                                                                                                                                                                                                                                                                                                                            |                |
| geor-  | GPN-16                                                                                                                                                                                                                                                                                                                                                                                              |                |
| fions  | CITY OF KENNESAW                                                                                                                                                                                                                                                                                                                                                                                    |                |
| and    | PUBLIC NOTICE                                                                                                                                                                                                                                                                                                                                                                                       |                |
| have   | Notice is hereby given that the City of Kennesaw shall hold two public hearings to consider the final adoption of the Capital Improvement Element and Short-Term Work Program report for Fiscal Years 2023 through 2027.                                                                                                                                                                            |                |
| that   | A copy of the report is on file at City Hall in the Planning and Zoning Office for review during normal business hours of 8:00 AM - 5:00 PM Monday through Friday.                                                                                                                                                                                                                                  |                |
| not    | The Mayor and Council will hold the first public hearing on June 5, 2023 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 19, 2023 at 6:30 PM in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue. Any interested citizens are invited to email <a href="mailto:kennesawcouncil@kennesaw-ga.gov">kennesawcouncil@kennesaw-ga.gov</a> or attend to be heard. |                |
| You    | Mayor and Council will be conducting their meeting in person as well as through Zoom Meeting and Facebook Live and you can access the meeting via the following link: <a href="https://www.facebook.com/CityofKennesaw/">https://www.facebook.com/CityofKennesaw/</a>                                                                                                                               |                |
| rk of  | 5:19,26-2023                                                                                                                                                                                                                                                                                                                                                                                        |                |
| er's   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| Cobb   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| saw,   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| r re-  |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| (60)   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| ser-   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| 'med   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| ttor-  |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| y re-  |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| lifies |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| court  |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| f the  |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| ard-   |                                                                                                                                                                                                                                                                                                                                                                                                     |                |
| iran-  |                                                                                                                                                                                                                                                                                                                                                                                                     |                |

---

5:12,19,26; 6:2-2023

---

**MDJ-4367  
GPN-16  
CITY OF KENNESAW  
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold two public hearings to consider the final adoption of the Capital Improvement Element and Short-Term Work Program report for Fiscal Years 2023 through 2027.

A copy of the report is on file at City Hall in the Planning and Zoning Office for review during normal business hours of 8:00 AM - 5:00 PM Monday through Friday.

The Mayor and Council will hold the first public hearing on June 5, 2023 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 19, 2023 at 6:30 PM in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue. Any interested citizens are invited to email

[kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov) or attend to be heard.

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

5:19,26-2023

---

**MDJ-4602  
GPN-16  
CITY OF KENNESAW**



## Item Report

**TO:** The Honorable Mayor and City Council

**FROM:** Darryl Simmons, Zoning Administrator

**DATE:** June 19, 2023

**TITLE:** Approval of an ORDINANCE to amend the Unified Development Code, Appendix A, Chapter 1 and Chapter 10 regarding changes to the Zoning Procedures Law. Case #MISC2023-05.

---

### Summary:

This text amendment is in regard to the new Zoning Procedures Law passed by the State in 2022 under House Bill 1405 regarding public notification and public hearing requirements. The new Zoning Procedures Law, which takes effect on July 1, 2023, changes the adoption procedures when local governments initiate rezoning changes from single-family to multi-family districts. Once the text amendment is adopted by the Mayor and Council, all zoning applications that require a public hearing by both the Planning Commission and the Mayor and Council will be required to meet the new zoning procedures law. The proposed text amendment changes were duly advertised in the Marietta Daily Journal on May 26 and June 2, 2023. At a special call meeting held by the Planning Commission on Wednesday, June 14, 2023, they voted unanimously to approve the text amendment as presented.

### Recommendation:

The Zoning Administrator recommends adoption of this ordinance to update the Unified Development Code to be consistent with House Bill 1405 and the new zoning procedures law.

### Fiscal Impact:

### Attachments:

1. Zoning Procedures Ordinance Amendment MISC2023-05 - FINAL
2. Text Amendment Update Overview Chapter 1 and 10
3. 05-26-2023 Chapter 1 and 10 Amendments Legal Ad
4. 06-02-2023 Chapter 1 and 10 Amendments Legal Ad





**CITY OF KENNESAW, GEORGIA**

**ORDINANCE NO. 2023-\_\_\_, 2023**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, APPENDIX A, UNIFIED DEVELOPMENT CODE, SECTION 1.06.01 “BUILDING OFFICIAL”; SECTION 1.06.03 “ZONING ADMINISTRATION”; AND CHAPTER 10, “ADMINISTRATIVE PROCEDURES”;**

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

**WHEREAS**, the Georgia Legislature enacted House Bill 1405 which amended Chapter 366, Title 53, of the Official Code of Georgia Annotated, which takes effect on July 1, 2023; and

**WHEREAS**, the Mayor and City Council has determined it is in the best interests of the citizens of Kennesaw to amend the appellate procedures set forth in the Kennesaw Code of Ordinances to comply with the amendment to Chapter 366, Title 53, of the Official Code of Georgia Annotated; and

**WHEREAS**, public hearings were duly advertised in the Marietta Daily Journal

**WHEREAS**, the Code of Ordinances of the City of Kennesaw shall be amended as follows:

**Section 1.**

That section 1.06.01 of the Code of Ordinances, Kennesaw, Georgia, is hereby amended to read as follows:

**1.06.01 - Building Official**

Shall be the individual who serves as Director of the Construction and Development Division as designated by the Mayor and City Council in accordance with Section 101.4 of the Standard Building Code, 1991 Ed., and as may be amended from time to time. As used herein, the Building Official shall also be known as the Building Services Director.

**Section 2.**

That section 1.06.03 of the Code of Ordinances, Kennesaw, Georgia, is hereby amended to read as follows:

**1.06.03 - Zoning Administrator**

City of Kennesaw staff person as designated by the Mayor and City Council who serves to administer the Unified Development Code and who is authorized to interpret the terms and provisions of the Unified Development Code, including the Zoning Ordinance, Historic

Preservation Design Guidelines, and Architectural Standards and to ensure consistent application and adherence to the adopted Comprehensive Plan, all adopted Master Plans and Studies for the City of Kennesaw and all other duties assigned by the City Manager. As used herein, Zoning Administrator shall also be known as the Planning and Zoning Administrator.

### **Section 3.**

This Appendix A, Unified Development Code, Chapter 10, “Administrative Procedures” of the Code of Ordinances, Kennesaw, Georgia, is hereby amended to read as follows:

#### **10.00.01 Purpose**

This Chapter sets forth the procedures for receiving, reviewing, and rendering decisions on applications for permits, rezoning, subdivisions, multi-family and nonresidential development, mixed use development, and planned developments. This Chapter also sets forth the requirements for appealing decisions and for enforcement. It is the City's intent that the procedures and requirements set forth in this Chapter shall be followed in order to seek approval for any development.

#### **10.00.02 Approvals Required**

- A. *Building Permit Required.* No building, sign, except "for sale" or "for rent" signs or other structure shall be erected, moved, extended or enlarged, or structurally altered; nor shall any excavation or filling of any lot for the construction of any building be commenced until the ~~building official~~Building Services Director has issued a building permit for such work in conformity with the provisions of this ordinance.
1. Application. Each application to the ~~building official~~Building Services Director for a building permit shall be accompanied by plot plans in duplicate drawn to a scale showing: the actual dimensions of the lot to be built upon; the size, height and use of the building to be erected; the location of the building on the lot; the location of the existing structures on the lot, if any; the number of the dwelling units the building is designed to accommodate; the approximate setback lines of buildings on adjoining lots; and such other information as may be essential for determining whether the provisions of this ordinance are being observed. One (1) copy of said plot plan shall remain on file in the office of the ~~building official~~Building Services Director.
  2. Duration of Validity. Any building permit issued shall become invalid unless the work authorized by it shall have been commenced within six (6) months of its date of issue, or if the work authorized by it is suspended or abandoned for a period of six (6) months after work is commenced.
  3. Conditions and Intent of the Permit.
    - a. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the ~~building official~~Building Services Director from thereafter requiring a correction of errors in plans, construction, or violations of this ordinance.

- b. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six (6) months after the time the work is commenced.
- c. One (1) or more extensions of time, for periods not more than ninety (90) days each, may be allowed for the permit.
- d. The extension shall be requested in writing and justifiable cause demonstrated.
- e. Extensions shall be in writing by the ~~building official~~ Building Services Director.

**B. *Certificate of Occupancy Required.***

- 1. A Certificate of Occupancy issued by the ~~building inspector~~ Building Services Director is required in advance of occupancy or use of:
  - a. Any lot change or extension in the use thereof;
  - b. A building or structure hereafter erected or a change in the use of an existing building or structure; or
  - c. Any nonconforming use that is existing at the time of the enactment of this ordinance or an amendment thereto or that is changed, extended, altered or rebuilt thereafter, the Certificate of Occupancy shall state specifically wherein the nonconforming use fails to meet the provisions of this ordinance.
- 2. A Certificate of Occupancy, either for the whole or part of a building, shall be applied for, coincident with the application for a building permit and shall be issued within ten days after the erection or structural alterations of such building, or part, shall have been completed in conformity with the provisions of this ordinance.
- 3. A Certificate of Occupancy shall not be issued unless the proposed use of a building or land conforms to the applicable provisions of this ordinance.
- 4. If the Certificate of Occupancy is denied, the ~~building inspector~~ Building Services Director shall state in writing the reason for refusal and the applicant shall be notified of the refusal.
- 5. A record of all certificates shall be kept on file in the office of the ~~building inspector~~ Building Services Director and copies shall be furnished on request to any person having a proprietary or tenancy interest in the building or land involved.

**10.00.03 Expiration of Approvals**

- A. Any permit shall become void if the work authorized by the permit has not begun within six (6) months after the date of issuance of the permit.
- B. The time period for which a permit is valid may be extended for one (1) or more periods of not more than ninety (90) days each where an application for such extension is filed and such extension has been granted in writing by the Planning and Zoning Administrator or ~~Building Official~~ Building Services Director.
- C. The expiration of a Certificate of Appropriateness shall conform to Items A, B and C of this section.

#### 10.00.04 Fees Required

- A. All applications shall be accompanied by payment of application fees, as set forth in the City of Kennesaw Fee Schedule adopted by the Mayor and Council and as may be amended from time to time. An application shall not be complete until all required fees are paid. Such fees shall include the filing fee, and where notice is required, shall include an additional fee to defray the expense of preparing and mailing such notices.
- B. For land clearing permits, a fee in addition to local permitting fees will be assessed pursuant to Georgia statutes. All applicable fees shall be paid prior to issuance of the land disturbance permit.

#### 10.00.05 Public Notice Requirements

- A. All applications pertaining to zoning decisions as defined in O.C.G.A. 36-66-3(4) Before making a recommendation concerning a proposed rezoning, variance or application shall require a public hearing before ~~est to the Mayor and Council or the Planning Commission shall hold a public hearing thereon.~~
- B. At least fifteen (15) but not more than forty-five (45) days prior to the date of the public hearing, the Mayor and Council or Planning Commission shall cause to be published in a newspaper (Marietta Daily Journal) of general circulation within the County notice of the hearing.
  - 1. Such notice shall be published once ~~a week for two (2) consecutive weeks~~ in such newspaper.
  - 2. The notice shall state:
    - a. The time, place, and purpose of the hearing.
    - b. Location of the property.
    - c. Present zoning classification of the property.
    - d. Proposed zoning classification of the property.
- C. The City of Kennesaw shall be required to post and maintain signs supplied by the zoning division on or near the right-of-way of the nearest public street, so as to be visible from the street, for at least fifteen (15) days immediately preceding the date for any public hearings on the application, which shall remain posted until a final decision by the Mayor and Council.
  - 1. It is the responsibility of the City of Kennesaw to post the signs. Acts of vandalism or natural occurrences which may diminish the effectiveness of the public notice provided shall not void any proceedings or actions taken by the Planning Commission or Mayor and Council. ~~and to maintain the signs during the posting period. Failure to post and maintain the signs continuously may prohibit consideration of the application at any schedule public hearing.~~
  - 2. The Planning Commission or Mayor and Council may also, in its sole discretion, continue, hold, approve, or dismiss the application.

3. Any dismissal under the provisions of this subsection shall be with prejudice unless specifically noted as being without prejudice by the Planning Commission or Mayor and Council.
- D. In addition to the requirements herein stated in subsection (A) above, it shall be the duty of the applicant for zoning to notify in writing all surrounding property owners within a 200-foot radius of the boundary lines of the property as shown on the most current tax records.
1. Such notice shall be satisfied by the applicants mailing of a copy of the proposed site plan and copy of application to the surrounding property owners by both first class mail and certified mail, return receipt requested.
  2. Return receipt addressee for all notifications mailed will be the community development department.
  3. The notice shall be mailed no later than fifteen (15) days before the first public hearing.
  4. The cost of the notices shall be borne by the applicant.
- E. When a proposed zoning decision relates to or will allow the location of a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency, a public hearing shall be held on the proposed action. Such public hearing shall be held at least six months and not more than nine months prior to the date of final action on the zoning decision. The hearing required by this paragraph shall be in addition to any hearing required under paragraph A. of Section 10.00.05 of the UDC. The City shall give notice of such hearing by:
- (1) posting notice on the affected premises in the manner prescribed by O.C.G.A. § 36-66-4(b); and
  - (2) publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of the hearing at least 15 days and not more than 45 days prior to the date of the hearing.
- Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will allow the location or relocation of a halfway house, drug rehabilitation center, or other facility for the treatment of drug dependency. The published notice shall be at least six column inches in size and shall not be located in the classified advertising section of the newspaper.
- F. The provisions of subsections (A) and (B) above shall apply to "other business" items as well except that the zoning division staff shall cause notice to be mailed no later than fifteen (15) days before the action is to be heard.

~~G. For a hearing before the Planning Commission, notice of such hearing shall be provided at least 30 days prior to the quasi-judicial hearing, with such notice being made as provided for herein and with additional notice being mailed to the owner of the property that is the subject of the proposed action.~~

~~HG.~~

- ~~(1) Notwithstanding any other provisions of section 10.00.05 to the contrary, when a proposed zoning decision relates to an amendment of the zoning ordinance to revise one or more~~

zoning classifications or definitions relating to single-family residential uses of property so as to authorize multifamily uses of property pursuant to such classification or definitions, or to grant blanket permission, under certain or all circumstances, for property owners to deviate from the existing zoning requirements of a single-family residential zoning, such zoning decision must be adopted in the following manner:

(A) The zoning decision shall be adopted at two regular meetings of the Mayor and Council or Planning Commission making the zoning decision, during a period of not less than 21 days apart; and

(B) Prior to the first meeting provided for in subparagraph (A) of this paragraph, at least two public hearings shall be held on the proposed action. Such public hearings shall be held at least three months and not more than nine months prior to the date of final action on the zoning decision. Furthermore, at least one of the public hearings must be held between the hours of 5:00 P.M. and 8:00 P.M. The hearings required by this paragraph shall be in addition to any hearing required under subsection (A) of section 10.00.05. The Mayor and Council or Planning Commission shall give notice of such hearing by:

(i) Posting notice on each affected premises in the manner prescribed by subsection (C) of this Code section; provided, however, that when more than 500 parcels are affected, in which case posting notice is required every 500 feet in the affected area; and

(ii) Publishing in a newspaper of general circulation within the territorial boundaries of the local government a notice of each hearing at least 15 days and not more than 45 days prior to the date of the hearing.

Both the posted notice and the published notice shall include a prominent statement that the proposed zoning decision relates to or will authorize multifamily uses or give blanket permission to the property owner to deviate from the zoning requirements of a single-family residential zoning of property in classification previously relating to single-family residential uses. The published notice shall be at least nine column inches in size and shall not be located in the classified advertising section of the newspaper. The notice shall state that a copy of the proposed amendment is on file in the office of the city clerk and in the office of the clerk of the superior court of the county of the legal situs of the local government for the purpose of examination and inspection by the public. The city shall furnish anyone, upon written request, a copy of the proposed amendment, at no cost.

(2) The provisions of paragraph (1) of this subsection shall also apply to any zoning decisions that provide for the abolition of all single-family residential zoning classifications within the territorial boundaries of the city or zoning decisions that result in the rezoning of all property zoned for single-family residential uses within the territorial boundaries of the city to multifamily residential uses of property.

(3) This subsection shall not apply to zoning decisions for the rezoning of property from a single-family residential use of property to a multifamily residential use of property when the rezoning is initiated by the owner or authorized agent of the owner of such property.

( Ord. No. 2021-07 , § 14(Exh. G), 6-21-21)

#### **10.00.06 Procedures for Conducting Public Hearings**

The following rules of procedure shall govern public hearings pertaining to development subject to the provisions of this UDC:

**A. Hearings before the Planning Commission.**

1. All persons who wish to address the Planning Commission at a hearing on the proposed zoning application under consideration by the Planning Commission shall first sign up on a form to be provided by the ~~Zoning Administrator~~Planning and Zoning Administrator prior to the commencement of the hearing.
2. The Chairman of the Planning Commission will read the proposed zoning application under consideration and any departmental reviews pertaining thereto prior to receiving public input on the proposed zoning decision. Proposed zoning applications shall be called in the order in which they were filed.
3. The Chairman shall then call each person who has signed up to speak on the zoning application before the Planning Commission in the order in which the persons have signed up to speak.
  - a. The applicant will always speak first.
  - b. Prior to speaking, the speaker will identify himself or herself and state his/her current address.
4. Each speaker shall be allowed sufficient time to address the Planning Commission concerning the zoning application then under consideration.
  - a. It shall be the responsibility of the Chairman of the Planning Commission to allocate sufficient time according to the complexity of the pending issue.
  - b. One (1) member of the Planning Commission shall be designated as the time keeper to record the time expended by each speaker.
  - c. Pursuant to O.C.G.A. § 36-66-5, and as amended from time to time, both proponents and opponents of any proposed zoning decision shall be given a minimum of ten (10) minutes per side for their presentation.
5. Each speaker shall:
  - a. Speak only to the merits of the proposed zoning application under consideration and shall address his/her remarks only to the members of the Planning Commission.
  - b. Refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed zoning application under consideration.
  - c. The chair may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this subsection.

6. Nothing contained herein shall be construed as prohibiting the chair from conducting the hearing in an orderly and decorous manner to assure the public hearing on a proposed zoning application is conducted in a fair and orderly manner.

B. Hearings before the Mayor and Council

1. All persons who wish to address the Mayor and Council at a hearing concerning a proposed zoning decision or application under consideration by the Mayor and Council shall first sign up on a form to be provided by The ~~Zoning Administrator~~ Planning and Zoning Administrator/City Clerk prior to the commencement of the hearing.
2. The Mayor and Council or their designee will read the proposed zoning decision or application under consideration and any department reviews pertaining thereto prior to receiving public input on such proposed zoning decision or application. Proposed zoning decisions or applications shall be called in the order in which they were filed.
3. The Mayor or his designee shall then call each person who has signed up to speak on the zoning decision or application in the order in which the persons have signed up to speak.
  - a. The applicant will always speak first.
  - b. Prior to speaking, the speaker will identify himself or herself and state his/her current address.
  - c. Only those persons who signed up to speak prior to the commencement of the hearing shall be entitled to speak.
4. Each speaker shall be allowed sufficient time to address the Mayor and Council concerning the zoning decision or application then under consideration.
  - a. The City Clerk shall be designated as the time keeper to record the time expended by each speaker.
  - b. Pursuant to O.C.G.A. § 36-66-5, and as amended from time to time, both proponents and opponents of any proposed zoning decision shall be given a minimum of ten (10) minutes per side for their presentation.
5. Each speaker shall:
  - a. Speak only to the merits of the proposed zoning decision or application under consideration and shall address his/her remarks only to the Mayor and Council.
  - b. Refrain from personal attacks on any other speaker or the discussion of facts or opinions irrelevant to the proposed zoning decision or application under consideration.
  - c. The Mayor and Council may limit or refuse a speaker the right to continue, if the speaker, after first being cautioned, continues to violate this subsection.



6. Nothing contained herein shall be construed as prohibiting the Mayor and Council from conducting the hearing in an orderly and decorous manner to assure the public hearing on a proposed zoning decision or application is conducted in a fair and orderly manner.

#### **10.00.07 Requirements for Developments of Regional Impact (DRI)**

- A. The Georgia Department of Community Affairs (DCA), pursuant to the Georgia Planning Act, as it is amended from time to time, has established thresholds and criteria for the identification of certain large-scale developments, which have the potential to cause land use impacts beyond the boundaries of the respective local government where a project might be proposed. These developments, known as Developments of Regional Impact (DRIs), shall be submitted, based on established DCA thresholds, standards, procedures, and format, to the Atlanta Regional Commission for review and recommendation prior to issuance of any local building or development permit, utility tap, or rezoning, whichever occurs first. The City will recommend for DRI review any development that meets or could potentially meet the DCA thresholds, as those thresholds are amended from time to time.
- B. The City shall delay its final decision with respect to the issuance of a building or development permit, issuance of a utility tap, or the grant or denial of zoning until such time as the ARC has submitted its final recommendations and findings with respect to the proposed development. The City will consider any such recommendations and findings in making its final decision.

( Ord. No. 2021-07 , § 14(Exh. G), 6-21-21)

#### **10.00.08 Procedures for Annexation of Property**

- A. *Authority.* The City of Kennesaw is authorized to annex real property into the City limits as granted under O.C.G.A., Title 36, Chapter 36 and all supplemental State of Georgia enabling legislation.
- B. *Initiation of Proposals for Annexation.* Annexations may be accomplished by:~~petition to amend the City limits and ordinance may be initiated by~~
  1. ~~The City of Kennesaw Mayor and Council~~Local Act of the General Assembly as set forth in O.C.G.A. § 36-36-15 et seq.;
  2. Application by 100 percent of the landowners as set forth in O.C.G.A. § 36-36-20 et seq.;
  3. Application by owners of 60 percent of the land and 60 percent of electors as set forth in O.C.G.A. § 36-36-30 et seq.;or
  4. Pursuant to Resolution and Referendum as set forth in O.C.G.A. § 36-36-50 et seq.~~25. Any person, firm, corporation or agency, provided said individual, firm, corporation or agency is the owner of the property involved in petition for annexation and further provided that Tthe application by owners shall be petition is accompanied by a payment payable to the eCity of Kennesaw as specified by the adopted master fee schedule adopted by the City of Kennesaw.~~

C. *Processing of Application by Planning and Zoning Department Staff.*

1. The annexation application will follow the same procedures as the rezoning process under Section 10.01.02 and the procedures set forth in O.C.G.A., Title 36, Chapter 36.
2. The City of Kennesaw ~~must~~ will comply with the procedures set forth in O.C.G.A., Title 36, Chapter 36, ~~written legislation HB 489~~ which requires intergovernmental agreement coordination with Cobb County regarding the processing of annexation applications.
3. The City of Kennesaw will comply with all State laws and procedures regarding the annexation and all potential land use dispute processes and regulation required under State law.
4. All annexation of property will ~~will~~ must also follow the rezoning process in order to designate the subject property for annexation with a city zoning designation.
5. The Staff Report, as required under Section 10.01.02, must also incorporate a report that demonstrates service delivery capability from the City of Kennesaw.

**10.01.00 PROCEDURES FOR AMENDING OFFICIAL DOCUMENTS**

**10.01.01 Procedures for Amending the Unified Development Code**

**10.01.02 Rezoning Procedures for Amending the Official Zoning Map**

- A. *Authority to Amend.* The Kennesaw City Council may from time to time amend the number, shape, boundary, or area of any district, or may amend any regulation pertaining to any district; or may amend any article or section of this ordinance. The procedure for amending the ordinance shall be as provided in this article.
- B. *Initiation of Proposals for Zoning Amendment.* A petition to amend this ordinance or map may be initiated by:
1. The Kennesaw City Council;
  2. Any person, firm, corporation, or agency, provided said individual, firm, corporation or agency is the owner of the property involved in petition for amendment, and further provided that the petition is accompanied by fees as per the City Master Fee Schedule payable to the City of Kennesaw to defray the normal cost of processing.
  3. If a petition to amend this ordinance requires a special meeting of the Planning Commission, an additional payment to the City of Kennesaw shall be required as per the City Master Fee Schedule.
- C. *Limitation of Amendment Initiations.* A review of any petition to amend the zoning ordinance or map shall be conducted by the ~~Zoning administrator~~ Planning and Zoning Administrator to ensure compliance with all applicable provisions of the ordinance. If a petition to amend this ordinance or map does not comply with all provisions of the ordinance, the ~~Zoning Administrator~~ Planning and Zoning Administrator may hold the petition from action until such time as the petition is amended to comply with all applicable provisions of the ordinance. ~~being taken by the City Council by holding the zoning~~

~~amendment from public hearing before the Mayor and City Council.~~ Upon a finding by the ~~Zoning Administrator~~ Planning and Zoning Administrator that the application complies with the requirements of this ordinance, the petition shall be initiated for public hearing before the Mayor and City Council in the following manner:

1. The application shall be marked received and approved for initiation of public hearing and the date of such action shall be affixed to the application and;
  2. The petition shall be assigned a number ~~in numerical sequence beginning with the number one with the first day of each calendar year and the further, that the petition shall be assigned numbers in sequence based-~~ on a chronological basis at the time of finding by the ~~Zoning Administrator~~ Planning and Zoning Administrator that the petition meets the requirements established for a petition to amend this ordinance.
- D. *Processing of Applications by Staff.* After the filing of a proper application, the zoning department shall make a written recommendation and zoning analysis ("~~s~~Staff ~~R~~Report") relating to the application~~at~~.
- E. *Planning Commission.*
1. The Planning Commission shall hold a public hearing on each application for ~~rezoning and use permit, special land use permit.~~ The ~~s~~Staff ~~R~~Report on each application shall be submitted to and considered by the Planning Commission at the public hearing. The Planning Commission shall investigate and consider each of the matters listed in Section (G) below.
  2. As to each application, the Planning Commission shall make a recommendation to the Mayor and City Council~~se~~ for approval, denial, deferral, continuance, hold, withdrawal with or without prejudice, or no recommendation. Written minutes of the Planning Commission's recommendation to the Mayor and City Council shall be prepared and maintained. Additionally, the ~~s~~Staff ~~R~~Report and application shall be submitted to the Mayor and City Council. All documents shall thereafter become public record.
- F. *Mayor and City Council Rezoning.*
1. Before taking action on an application for rezoning, and after receipt of the Staff Report, Planning Commission's recommendations, and the application where required, the Mayor and Council shall conduct a public hearing on the application.
  2. So that the purpose of this section will be served and the health, public safety, and general welfare secured, the Mayor and City Council may: approve or deny the application; reduce the land area for which the application is made; change the zoning classification, district or category requested; add or delete conditions of the application, including but not limited to, site specific conditions; or allow an application to be withdrawn with or without prejudice with respect to the twelve (12) month limitation of this article. An action by the Mayor and City Council to defer, hold, or continue the application shall include a statement of the date and time of the next meeting at which the application will be considered, which statement shall constitute public notice of the hearing on the application and no further notice except posting is required.

3. Unless applicant requests or consents to additional time, within sixty (60) days following public hearing, the Mayor and City Council shall issue a decision on the zoning application. Such decision shall be issued to the applicant in writing with the reasons stated therein. In the event changes are made to the application, then the time period for decision as set forth hereunder shall be extended for an additional sixty (60) days.

G. *Standards for Decision.* The decision by the Mayor and City Council or Planning Commission to approve in whole or part, reject, condition, or delete application for rezoning shall be based on, but not limited to, a consideration of the following criteria:

1. Would the proposed amendment be consistent and compatible with the city's land use and development plans, goals, and objectives?
2. Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets?
3. Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers?
4. Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city?
5. Would the proposed amendment tend to increase, decrease, or have no influence on the adequate [provision] of light and air?
6. Would the proposed amendment tend to cause, prevent, or have no influence on the overcrowding of land?
7. Would the proposed amendment tend to cause, prevent, or have no relationship on the population distribution within the city, thus creating any area so dense in population as to adversely affect the health, safety, and general welfare of the city?
8. Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?
9. Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?
10. Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds?
11. Would the proposed amendment tend to promote, diminish, or have no influence upon the aesthetic effect of existing and future uses of the property and the surrounding area?
12. Would the proposed amendment have measurable adverse economic effect on the value of surrounding or adjacent property?
13. Would the proposed amendment create an isolated district unrelated to adjacent and nearby districts?

14. In conducting a hearing, the Mayor and Council and the Planning Commission shall follow the lines of inquiry as hereinafter set out:
    - a. Existing uses and zoning of the subject and nearby property;
    - b. The extent to which property values are diminished by the existing zoning restrictions;
    - c. The adverse economic effect of existing zoning in relation to the promotion of the health, safety, morals or general welfare of the public;
    - d. The relative gain to the public, as compared to the hardship, if any, imposed upon the individual property owner;
    - e. The suitability of the subject property for zoned purposes;
    - f. The length of time the property, if vacant, has been vacant as zoned, considered in the context of land development in the area and vicinity of the subject property.
  15. The existing zoning classification shall be considered presumptively valid and it shall be the responsibility of the applicant to present evidence in rebuttal of this presumption. The Planning Commission and the Mayor and Council may determine from the evidence presented that the existing zoning classification is unduly burdensome to the petitioner and is not offset by the considerations of the public's health, safety, and general welfare, and may impose upon the property any appropriate zoning classification, including conditions which might be consistent with the considerations hereinabove set forth.
- H. *Zoning Approval does not Ensure Utilities, ~~or~~ Infrastructure, or Business License Approval.* Approval of an application for rezoning does not ensure the availability of utilities or other infrastructure in connection with development of the site, or ensure the issuance of a business license.
- I. *Site Plan/Stipulation Amendments.* On any rezoning which is conditioned upon a site plan, proposed minor modifications which do not alter or conflict with the basic intent of the plan may be approved by the ~~Zoning Administrator~~ Planning and Zoning Administrator after presentation and approval by the Mayor and City Council at any regularly scheduled meeting or hearing. All other modifications must be advertised and rezoned in accordance with the provisions set forth above.
- J. *Sale, Refinancing, and Leasing.* The sale, refinancing or leasing of any portion of commercially, office, or industrially zoned properties shall not be considered to constitute a subdivision of such property as long as all other applicable zoning, site specific, ~~site~~ development guidelines, approved site plans, and other imposed conditions are met and maintained. This provision shall not be applicable to grandfathered or nonconforming uses as defined herein. This provision is limited only to those portions of the property which are actually developed and shall not be construed as to allow expansions of modifications ~~or~~ existing sites.
- K. *Dedication of Property to City.*
1. The Zoning Administrator or the Planning Commission may, in all zoning and/or rezoning actions if deemed such to be necessary and proper and in the best interest of

the City of Kennesaw, include in a recommendation to the City Council a condition that part of the property being zoned or rezoned be dedicated to the City of Kennesaw, County of Cobb or the State of Georgia for road, street, alley, highway, or other purpose(s).

2. The Mayor and City Council may in all zoning and/or rezoning actions, if deemed necessary and proper and in the best interest of the City of Kennesaw, include as a condition of the zoning amendment that part of the property being zoned or rezoned be dedicated to the City of Kennesaw, County of Cobb or the State of Georgia for road, street, alley, highway, or other purpose(s).
3. Any such dedication will be by warranty deed. Any condition imposed by the Mayor and City Council requiring that part of the property being zoned or rezoned be dedicated to the City of Kennesaw, County of Cobb or the State of Georgia for road, street, alley, highway, or other purpose(s), and said condition is the only requirement imposed by the City of Kennesaw, such dedication shall not constitute by its application to categorize the zoning use district as "conditional."

L. *Attendance Requirement.* The applicant or representative of the applicant shall be required to attend all public hearings on the application. The failure to attend may result in dismissal with prejudice, rejection of the application, or continuance of the hearing at the Planning Commission or City Council's sole discretion. Failure of the applicant or ~~his/her or its~~ applicant's representative to appear at the next regularly scheduled hearing shall result in automatic dismissal with prejudice. ~~The Zoning Administrator~~ Planning and Zoning Administrator may waive the attendance requirement for land use permits based upon medical hardship.

M. *Withdrawal of Application.*

1. An application may only be withdrawn upon a joint written request of the record titleholder and applicant. All requests to withdraw must be given at the zoning office at least seven days prior to the hearing. In no event shall an application be withdrawn more than once without prejudicing the right of the application or owner to apply for a land use or rezoning within twelve (12) months of the first application.
2. Applications which have been publicly heard by either the Planning Commission or the City Council which have been withdrawn without permission of a majority of the applicable ~~Council~~ members shall be deemed a rejected application with prejudice.

N. *Rejected applications; time for resubmission.*

1. If an application for rezoning is rejected or deleted to another zoning classification, then any portion of the same property may not again be considered for rezoning for a period of twelve (12) months from the date of the original City Council's hearing. An applicant may reapply for rezoning to a more restrictive classification than the application previously denied, or denied without prejudice, following the expiration of six (6) months in accordance with O.C.G.A. § 36-66-~~45~~, and as may be amended from time to time.
2. The Council may only consider property for rezoning within the six (6) month time period in connection with settlement of litigation or pursuant to an order by a court of

competent jurisdiction. However, the Council, if time permits, shall advertise, post the property, and notify the applicant and owner in writing prior to taking such action.

### **10.01.03 Procedures for Amending the Future Development Maps**

The Future Development Maps are composed of two, individual maps:

- A) The ~~Character~~ Area Map, and
- B) The Future Land Use Map.

The Future Development Maps were developed over the course of two separate planning processes. The ~~Character~~ Area Map shows the ~~character~~ areas as identified for Kennesaw during ~~the 2007 update to~~ the Comprehensive Plan update. The ~~character~~ areas function as broad, high level categories for planning and development concept formation. The ~~Character~~ Area Map was created in response to a requirement by the Department of Community Affairs and may be revised with each update to the Comprehensive Plan or as needed by staff and adopted by Mayor and Council.

The Future Land Use Map presents the types of land uses allowed at the individual parcel level. The current Future Land Use Map was adopted ~~in 2007~~ along with Future Land Use Category descriptions. The Future Land Use Map may be revised from time to time as recommended by city staff and adopted by Mayor and Council.

The ~~character~~ areas correspond closely with the Future Land Use Map, but there are minor differences. In the event of a land use conflict, the most current Future Land Use Map will function as the controlling Future Development Map.

### **10.01.04 Procedures for Amending the Historic District Boundaries**

- A. Any amendment to the boundary of historic properties or the "Official Historic Properties Map of the City of Kennesaw" shall be recommended by the Historic Preservation Commission and adopted by the Mayor and City Council. The City Council and the Historic Preservation Commission shall hold a public hearing before taking action of any such proposed amendment.
- B. Notice of the public hearing held by the Mayor and City Council and the public hearing held by the Historic Preservation Commission shall be advertised as follows:
  - (1) An advertisement providing notice of the hearing shall be published at least two times in the principal newspaper of general circulation within the municipality.
  - (2) The Historic Preservation Commission shall cause written notice of the hearing to be mailed to all owners and occupants of the property(ies) proposed to be designated.
  - (3) All written notices to property owners or occupants of property(ies) shall be mailed not less than ten nor more than 20 days prior to the date set for the public hearing before the Historic Preservation Commission and again for the public hearing before the Mayor and City Council.
  - (4) At least one published notice shall appear in the principal newspaper of general circulation within the municipality not less than 15 days nor more than 20 days prior to

the date set for the public hearing before the Historic Preservation Commission and again for the public hearing before the Mayor and City Council.

The Historic Preservation Commission shall make or cause to be made an investigation and shall report on the historic, cultural, architectural, or aesthetic significance of each place, district, site, building, structure, or work of art proposed for designation or acquisition. This report shall be submitted to the historic preservation section of the Department of Natural Resources or its successor at least 30 days prior to any public hearing held to designate any property or any amendment thereto as a historic property.

## ***10.02.00 APPLICATION REQUIREMENTS***

### **10.02.01 General**

- A. *Jurisdiction of Chapter.* This chapter shall govern the use of all land and developments thereof within the corporate limits of the city.
- B. *Purpose of Chapter.* The purpose of this chapter shall be to promote the public health, safety, morals and general welfare and to require the harmonious, orderly and progressive development of land within the jurisdiction of the city. Further, the purpose of the regulation of the subdivision of land are to, among others:
  - 1. Encourage the development of economically sound and stable communities;
  - 2. Assure the provision of required streets, utilities and other facilities and services to new land developments;
  - 3. Assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in new land developments;
  - 4. Assure the provision of needed open spaces and building sites in new land developments through the dedication or reservation of public land for recreational, educational and other public purposes; and
  - 5. Assure, in general, the wise development of new areas in harmony with the comprehensive plan of the city.
- C. *Conformance with Zoning Regulations.* No subdivision shall be accepted for review which does not conform with the zoning regulations applicable to the land for which it is proposed.
- D. *Conformance with Chapter.* Any sub-divider of land within the corporate limits of the city shall submit to the Planning Commission plats of the subdivision which shall conform to all requirements set forth in this chapter.
- E. *Approval Required Prior to Construction.* No sub-divider shall proceed with any construction work on the proposed subdivision, including grading, before obtaining preliminary plat approval from the Planning Commission, as certified thereon, and approval of plans and profiles by the city engineer.
- F. *Installation of Improvements.* Improvements may be made in a subdivision as are depicted on the preliminary plat previously approved by the Planning Commission, with final plat approval to be obtained in accordance with the requirements of Chapter 10 of the UDC.



- G. *Final Approval Prior to Subdividing.* No land dedicated as a public street or other public purpose shall be opened, extended, or accepted as a public street or for any other purpose, and no subdivision of land shall be made, or subdivision plat, or part thereof, shall be recorded before obtaining final approval from the Mayor and Council; and such approval shall be entered on the final plat.
- H. *Issuance of Building Permits.*
1. No building permit shall be issued for and no building or other structure shall be erected on any lot within the incorporated area of the city unless the street giving access to the lot upon which such building is proposed to be placed shall be accepted or opened as, or shall have otherwise received the legal status of, a public street prior to that time. Provided, however, the Mayor and Council, meeting in regular session, may, in their discretion, issue building permits for the purpose of model homes, up to five percent of the total number of lots in the phase unit of the subdivision approved by the Mayor and Council in the preliminary plat, after the bonds specified in this chapter have been posted by the owner or sub-divider and after all final engineering plans have been completed and before the actual installation of curbs, gutters and base and binder of the streets therein, where such street corresponds in its location and lines with a street shown on the preliminary subdivision plat as approved by the Mayor and Council or on a street located and accepted by the city. However, if the percentage is equal to less than two building permits, then two permits may be issued. Provided, however, that private streets and other private access ways may be approved under the terms of those rules and regulations in group development plans, condominium projects, apartment projects, townhouses, commercial developments, shopping centers or other development.
  2. If permits are issued prior to street acceptance, it shall be the sole responsibility of the sub-divider/developer to ensure that all setback requirements as well as all other requirements as specified in this Code are upheld.
- I. *Approval by Individual Agencies.* No subdivision plat shall be recorded with the clerk of superior court of the county without the plat having first been submitted to and approved by the Mayor and Council. The Mayor and Council shall not approve any subdivision plat without such plat having first been reviewed and approved by the city engineer and the health department to the extent that each has jurisdiction.
- J. *Fees.*
1. Fees are hereby established to cover the cost of administration expenses. All required fees and charges are specified by other ordinances and resolutions by the Mayor and Council. The schedule of fees shall be posted in the office of the city clerk and may be altered or amended only by the Mayor and Council.
  2. Upon the submission of any preliminary plat, final plat or other regulatory plan or plat required to be reviewed or approved under this chapter, any person who submits such plan shall deposit and pay to the city the fee as noted in the City Wide Master Fee Schedule. After the approval of any plat or plan required to be approved under this chapter, the actual cost of engineering and approval of the plan shall be determined, and any person submitting such plat or plan shall pay the fee as noted in the City Wide

Master Fee Schedule of the actual cost of the engineering services for the approval of such plat or plan. The initial deposit shall be credited against the total cost determined in this subsection. This section shall also apply to plans for all commercial and industrial developments and shall be in addition to all other charges required by this Code.

- K. *Administration of Chapter.* This chapter shall be administered by the Planning Commission. The Planning Commission may from time to time issue instructions and operating procedures to be followed in the administration of this chapter to inform the public and expedite plat approvals.
- L. *Amendments, Hearings, and Variances.*
  - 1. The Mayor and Council shall have the authority to amend this chapter after a public hearing thereon.
  - 2. Notice of the time and place of such public hearing shall be published in a newspaper of general circulation at least three days prior to such meeting.
  - 3. In cases of undue hardship under this chapter, any property owner may petition the Planning Commission for relief. The Planning Commission shall prepare and forward to the Mayor and Council any recommended amendments for the Mayor and Council's consideration. In cases where the Planning Commission fails to recommend amendments due to individual hardships, the property owner may then appeal to the Mayor and Council for relief.
- M. *Violation of Chapter; Penalty.*
  - 1. Any person violating any of the provisions of this UDC chapter shall be deemed guilty of an offense and upon conviction thereof shall be punished as provided in the City of Kennesaw Code of Ordinance, Section 1-11. Each day's continuance of a violation shall be considered a separate offense. The owner of any lands or parts thereof, where anything in violation of this chapter shall be placed or shall exist, and any person who may have assisted in the Commission of any such violation, shall be guilty of a separate offense.
  - 2. In any case in which any land is or is proposed to be used in violation of this chapter or amendment thereto adopted by the Mayor and Council, the legal counsel of the city or any owner of real estate within the district in which such land is situated, may, in addition to other remedies provided by law, institute injunction, abatement, or any appropriate action or proceeding to prevent, enjoin or abate the unlawful use.

#### **10.02.02 Pre-Application Conference Required**

- A. A pre-application conference is a meeting between an applicant and the City's Economic Development Director, the Planning and Zoning Administrator, or the Building Services Director for the purposes of:
  - 1. Discussing the development/redevelopment goals and objectives of the City;
  - 2. Exchanging information on the potential development of a site;
  - 3. Providing information on permissible uses of the site proposed for development;

4. Providing information to an applicant regarding the design standards set forth in this UDC that are applicable to a potential application;
  5. Providing information to an applicant regarding standards of regional, state, or federal agencies that may be applicable to a potential application;
  6. Determining the need and requirements for supporting plans, documents, and studies;
  7. Providing information to an applicant regarding infrastructure requirements and the construction of required improvements; and
  8. Providing information to an applicant regarding the appropriate procedures and schedules for receiving and reviewing applications and rendering decisions regarding a potential application.
- B. Prior to the submission of an application for a subdivision plat, development plan, or improvements plan, an applicant shall submit a written request for a pre-application conference.
  - C. A pre-application conference shall be held not more than two (2) weeks following the date of submission of the written request for such conference.
  - D. A pre-application conference shall be held not more than six (6) months prior to submission of an application.
  - E. It is the intent of the Mayor and Council that all requirements be identified during the pre-application conference. However, no person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal, made by a participant at the pre-application conference, as a representation or implication the proposal will be ultimately approved or rejected in any form.
  - F. A prospective applicant may bring members of his project team, such as, but not limited to, the project engineer, land planner, architect, surveyor, or other person who will assist in the preparation of an application. A prospective applicant may provide an informal sketch plan to aid in the discussion. However, such an informal sketch plan shall not be reviewed in any way for compliance with the standards and requirements of this UDC, and shall be used only as an aid to the conduct of the pre-application conference. A proposed subdivision plat, improvement plan, development plan, or other such plan shall not be considered or discussed during a pre-application conference.
  - G. Property owners or their agents introducing projects that involve modifications, removals or additions to existing property or structures that will not cause a change in zoning categories and land use classification or will not require a special land use permit, should contact the Planning and Zoning Administration, directly, for instructions.

### **10.02.03 Application for Preliminary Approval**

- A. *Generally.* Following the pre-application review of a proposed subdivision, the sub-divider shall submit to the ~~Zoning Administrator~~ Planning and Zoning Administrator no later than five days prior to the next Planning Commission meeting, an application for review and approval of a preliminary plat, which shall consist of:

- 
1. A letter requesting review and approval of a preliminary plan and giving the name and address of a person to whom the notice of the hearing by the Planning Commission on the preliminary plat shall be sent.
  2. Three copies of the preliminary plat and other documents as specified in Section 10.02.04 of this chapter.
  3. Preliminary plat filing fees as specified by the city.
- B. *Purpose.* The purpose of the preliminary plat is to safeguard the sub-divider from unnecessary loss of time and expense in preparation of a subdivision plat which does not conform to the specifications of this chapter. The preliminary plat only requires approximate accuracy of scale and dimension. Public agencies having jurisdiction will review the preliminary plat regarding matters within their jurisdiction. During the review process the sub-divider or his agent may be called upon for consultation.
- C. *Future Tract Plan.* The sub-divider shall submit to the Planning Commission a reasonably accurate plat in sketch form of the entire tract which will show the tentative future street system for the entire tract.

#### **10.02.04 Preliminary Approval**

- A. An application for preliminary plat approval shall be studied by the Planning Commission for compliance with this chapter and with other relevant governmental and public utility company regulations.
- B. No preliminary plat shall be acted upon by the Planning Commission without review at a scheduled Planning Commission meeting.
- C. The Planning Commission shall indicate on the plat, or by written memorandum attached thereto, comments and any suggested changes that are necessary to meet the intent of this chapter or to serve the best interests of the city.
- D. Not more than 30 days after the submission of an application for preliminary plat approval, the Planning Commission shall provide recommendation to the applicant. The Planning Commission shall:
1. Issue a certificate of preliminary plat approval;
  2. Issue a certificate of conditional preliminary plat approval, subject to any necessary modifications, the nature of which shall be indicated on the preliminary plat or attached to it in writing; or
  3. Disapprove the preliminary plat or any portion thereof, in which case the ~~Zoning Administrator~~ Planning and Zoning Administrator shall so notify the sub-divider in writing, stating the reasons therefore.
- E. Action of the Planning Commission shall be noted on three copies of the preliminary plat. One copy shall be returned to the applicant, one made a part of the Planning Commission's records and the other zoning records.

- F. Failure of the Planning Commission to take action on the preliminary plat within 30 days shall be deemed approval of the plat, and the plat shall be transmitted to the applicant, provided:
  - 1. The plat is submitted for preliminary approval not later than five days prior to the next regularly scheduled meeting of the Planning Commission; and
  - 2. The sub-divider does not agree upon an extension of time, if requested in writing by the Planning Commission to further study the preliminary plat.
- G. Approval of all preliminary plats shall be governed by the following qualifications:
  - 1. Approval of a preliminary plat is only tentative pending submission of the final plat.
  - 2. Approval of the preliminary plat shall be effective and binding upon the city for a period not to exceed one year, and shall thereafter expire and be null and void except to the extent that work on the subdivision has progressed, unless a request for an extension of the time has been submitted to and is subsequently approved by the city.
  - 3. No improvements, including clearing or grading, shall be undertaken until final engineering plans based on runoff calculations and three-line profiles for the subdivision, or unit division thereof, have been submitted to and approved by the city engineer.
- H. Tentative approval of the preliminary plat does not constitute approval of a final plat. It indicates only approval of the layout as a guide to the preparation of a final plat.

#### **10.02.05 Improvements Authorized**

- A. Approval of preliminary plat and the final engineering plans is authorization to proceed with installation of any improvements as required in the UDC, subject to the approval of agencies having proper authority, and the preparation of the final plat or unit division thereof as specified. Provided, however, no installation of improvements shall be made, and no work shall be commenced, in connection with such preliminary plat, or unit division thereof, until a contractor's performance bond, in an amount equal to the acquisition and developmental loan, shall be filed by the sub-divider in the office of the city clerk, which performance bond shall:
  - 1. Be conditioned upon the faithful performance by the sub-divider or developer of all work required to complete all improvements and installation for the subdivision, or unit division thereof, in compliance with this chapter within a specified time.
  - 2. Be payable to and for the indemnification of the city.
  - 3. Be with surety by a company entered and licensed to do business in the state.
  - 4. Contain a provision for the maintenance of installations and improvements required by this chapter in the subdivision for a period of two years following the date of final acceptance of streets by the Mayor and Council.
  - 5. Be approved by the city engineer in writing on the preliminary plat and the city attorney.

---

### 10.02.06 Application for Final Approval

- A. *Generally.* Whenever the provisions of this chapter have been complied with and while the certificate of preliminary plat approval is in effect, the sub-divider may submit to the Mayor and Council an application for review and approval of the final plat, which shall consist of:
1. An application requesting review and approval of a final plat.
  2. Five copies of the final plat one digital/electronic version and other documents as specified in the UDC. The original shall be drawn in permanent ink on cloth or be plastic reproducible material.
  3. Final plat filing fees as specified in the adopted City Master Fee Schedule.
- B. *Conformance.* The final plat shall conform with the approved preliminary plat. If desired by the sub-divider, the final plat may constitute only that portion of the preliminary plat he proposes to record and develop at that time, provided that such portion conforms with all requirements of this chapter.

### 10.02.07 Final Approval

- A. The final plat and other supplementary material required shall be transmitted to the Mayor and Council for final action. No final plat shall be considered by the Mayor and Council until all requirements of this Chapter have been met and the Plan Review Committee has certified by endorsement by an approval letter document.
1. All improvements and installations to the subdivision required for its approval under the terms of this UDC have been completed in accordance with the appropriate specifications; or
  2. A performance bond or cash deposit or escrow account has been provided by the sub-divider or developer to satisfy the requirements of UDC Section 10.02.05
- B. Whenever a final plat has been submitted to the Mayor and Council and is in conformance with an approved preliminary plat and the provisions of UDC Section 10.03.08 the Mayor and Council shall consider and take action on the plat.
- C. If action on a final plat is not taken by the Mayor and Council within 30 days of the date of the final plat submittal, the final plat shall be considered approved and a certificate of approval shall be issued on demand, provided:
1. The plat is submitted for final plat approval not later than 15 days prior to the next regularly scheduled meeting of the Mayor and Council.
  2. The sub-divider does not agree upon an extension of time if requested in writing by the Mayor and Council to further study the final plat.
- D. The approval of the final plat shall not be deemed to constitute an acceptance by the city of any street or other public areas so designated on the plat.
- E. Approval by the Mayor and Council shall appear on the original tracing.

---

### **10.02.08 Recording of Final Plat**

- A. Upon final approval by the Mayor and Council, the approved final plat with all endorsements shall be recorded in the office of the clerk of superior court of the county.
- B. The sub-divider shall be responsible for the payment of the recording fee.
- C. Upon recording of the approved final plat, documents and copies of the final plat as specified in the UDC shall be provided by the sub-divider.
- D. The map book, volume and page numbers where the plat is recorded shall be indicated on all copies.
- E. If, however, the sub-divider requests the Mayor and Council to delay having the plat recorded, the sub-divider shall authorize the Council, in writing, to have the approved final plat recorded within 12 months from the date of the final plat approval; otherwise, the approved final plat shall be deemed to have been withdrawn.

### **10.02.09 Revisions to a Recorded Plat**

Proposed revisions which change the street and/or utility layout in any way shall be submitted as a preliminary plat in accordance with the UDC. Proposed revisions which do not change in any way the street and/or utility layout shall be submitted as a final plat in accordance with UDC Section 10.03.08. In addition, a revision to a recorded plat shall show the name, phase (if any), date of the recorded subdivision plat being revised and the exact citation with regard to the county land records and the book and page number wherein such plat is recorded.

### **10.02.10 Subdivision Completion**

Upon completion of the installation of the improvements required by this chapter, the sub-divider shall present to the Community Development office three complete sets of the construction plans and drawings showing the subdivision and its improvements. This set of plans and drawings shall include:

- 1. "As-built" plans of all streets and alleys showing the planned and actual location of all utility lines.
- 2. "As-built" centerline profiles of all streets.
- 3. Profiles and invert elevations of all storm and sanitary sewer lines as such improvements shall have actually been installed by the sub-divider.
- 4. A letter submitted by a registered professional engineer and/or registered surveyor certifying that all sewers, storm drains, curbing and paving have been placed according to grade stakes set by him or his representatives to conform with construction plans submitted to and approved by the city engineer.

---

### **10.02.11 Public Acceptance of Improvements**

Streets and other public land as shown upon the final plat shall be accepted by the Mayor and Council on behalf of the public, when and only when the conditions as specified in the UDC are fulfilled.

### **10.02.12 Sale, Refinancing or Leasing of Portion of Property**

The sale, refinancing or leasing of any portion of a commercial, office or industrial zoned property shall not be considered to constitute a subdivision of such property as long as all other applicable zoning guidelines, site-specific guidelines, site development guidelines, approved site plans and other imposed conditions are met and maintained. This section shall not be applicable to grandfathered or nonconforming uses as defined in this chapter. This section is limited only to those portions of the property which are actually developed and shall not be construed as to allow expansions or modifications of existing sites.

(Ord. No. 2018-05, 1-16-18)

## ***10.03.00 APPLICATION SUBMITTAL REQUIREMENTS***

### **10.03.01 Submittal Requirements for All Applications**

Prior to processing any application for rezoning, special land use permit or land use permit, the applicant shall be required to file documentation and follow certain procedures as set forth below:

- A. The applicant shall be required to file an application with the Planning and Zoning Department containing the following:
  - 1. A completed application on forms provided by the Planning and Zoning Department.
  - 2. The notarized signatures of the applicant and record titleholder upon the application.
  - 3. The application fee which has been established from time to time by resolution of the Mayor and City Council. A copy of the fee schedule shall be maintained for public inspection in the Planning and Zoning office.
    - a. Any special called meeting shall require an additional fee as adopted under the City Wide Master Fee Schedule.
  - 4. A current boundary survey and plot plan, to scale, that bears the signature and seal of a registered surveyor, engineer, architect or landscape architect. Such plans shall also include such other information thereon as may be required by the zoning department, including preliminary plans for development, building locations, parking areas, access points, adjacent streets, land lot lines, buffer areas, future right-of-way, wetlands, floodplains, utilities, and retention.



5. Private sewage disposal must be approved by the Cobb County Health Department, and written approval from the health department must be filed with the application.
6. Any other information required by the zoning staff or other departments which they deem necessary or desirable in processing the application which is related to the present or proposed use of the property.
7. Disclosure forms as required by O.C.G.A. § 36-67A-1 et seq., and as may be required from time to time.

### **10.03.02 Determination of Application Completeness (Reserved)**

### **10.03.03 Submittal Requirements for a Preliminary Subdivision Plat**

#### *A. Preliminary specifications.*

1. The submittal to the Planning Commission shall consist of three black or blue-line prints on white background, and such other documents in three copies as are necessary to meet the requirements of this section.
2. The preliminary plats shall be clearly and legibly drawn at a scale of not less than 100 feet to one (1) inch. The Planning Commission may approve other scales as deemed appropriate.
3. The proposed name of the subdivision and proposed street names shall not duplicate or too closely approximate, phonetically, the name of any other subdivision or street in the county. If shown to the contrary, the Planning Commission may refuse to accept such subdivision and street names. The subdivision may use letter designations in place of street names on the preliminary plat.
4. The preliminary plat shall contain the following:
  - a. Proposed name of subdivision.
  - b. Name and address of the owner of record.
  - c. Name, address and telephone number of the sub-divider.
  - d. Date of survey, north point and graphic scale, source of data, date of plat drawing and space for revision dates.
  - e. Preliminary certificates and statements specified.
  - f. Location (land district and land lot), acreage and lots.
  - g. A sketch locating the subdivision in relation to the surrounding area with regard to well known landmarks such as major thoroughfares, railroads or others. Sketches may be drawn in freehand and at a scale sufficient to show clearly the information required, but not less than one inch to 2,000 feet. U.S. Geological Survey maps may be used as a reference guide for the location sketch.
  - h. Name of former subdivision, if any or all of the preliminary plat for land which had been previously subdivided.

- i. Exact boundary lines of the tract indicated by a heavy line giving length and bearings. The boundary lines shall include the entire tract to be subdivided eventually and data as required in this section shall apply to the entire tract.
- j. Contour lines based on sea level data. These shall be drawn at intervals of not more than five feet. Contour lines shall be based on field surveys or photogrammetric methods from aerial photographs. The basis for the topographic contour shown shall be specified.
- k. Natural features within the proposed subdivision, including drainage channels, bodies of water, wooded areas and other significant features. On all watercourses leaving the tract the direction of flow shall be indicated, and for all watercourses entering the tract the direction and acreage of the drainage area above the point of entry shall be noted. Floodplains shall be outlined.
- l. Cultural features within the proposed subdivision, including right-of-way and pavement widths and names of existing and platted streets, bridges, culverts, utility lines such as gas, electric, water and sewer lines, and structures, all easements, buildings, city and county lines, land lot lines, zoning districts and lines, and other significant information.
- m. Proposed layout including lot lines with rough dimensions, lot numbers, block letters, street and alley lines with letter designations for proposed street names, right-of-way widths, sites reserved through covenants, easements, dedication or otherwise for public uses, for nonpublic or community uses exclusive of single-family dwellings, for nonresidential uses and for multifamily dwellings. Provided that nothing in this section shall be construed to mean that the city has accepted the above dedications for public use.
- n. Proposed unit division or stage development, if any, as proposed by the subdivider.
- o. Location and results of percolation tests for lots which will not be served by a public or community sanitary sewage system, as required by the health department.
- p. Location, site plan and other information as may be required by the health department for all community sewage disposal plants.

#### **10.03.04 Submittal Requirements for a Condominium or Multifamily Residential Preliminary Plat**

- A. *General.* The preliminary plat shall be clearly and legibly drawn on Mylar or vellum at a scale no smaller than 1" = 100'. The plat shall not exceed 24" X 36". In no case shall sheet size be less than 8-1/2" X 11". The final plat shall contain the following information:
  - 1. Name of the project and street names.
  - 2. Property address numbers (furnished by the Community Development Department).
  - 3. Reference to record subdivision plats of adjoining land by record name.
  - 4. Date of plat drawing, graphic scale, and north point.

5. Location of tract (land lot and district).
6. Location sketch at a scale of 1" = 2,000'. See note below.
7. Index map on each sheet when more than one sheet is required.
8. Courses and distances to the nearest existing street, intersections, or other recognized permanent monuments or benchmarks.
9. Exact boundary lines of the tract, to be indicated by a heavy line, giving distances to the nearest 1/10 foot and angles to the nearest minute shall be balanced and closed. The error of closure shall be stated, and further, the error of closure shall not exceed 1 to 10,000. The error of closure shall be stated. Tract boundaries shall be determined by accurate survey in the field.

NOTE: Unit plats shall provide a location sketch for location within the master plat.

10. Land lot lines shall be accurately tied to boundary lines of the subdivision by angles and distances when such lines traverse the subdivision; when the subdivision does not intersect a land lot line, then the lines of a major controlling street shall be projected and tied to a land lot line by angles and distances. In both cases, the measured distance from land lot tie to a respective land lot corner shall be shown with the magnetic bearing of the land lot line. No approximate land lot lines shall be shown on the subdivision plat.
  11. Exact locations, widths, and names of all streets and alleys within and immediately adjoining the plat, and the exact locations and widths of all crosswalks.
  12. Street centerlines showing angles of deflection and standard curb data of intersection, radii, length of tangents and arcs, and degree of curvature with basis of curve data.
  13. Lot lines with dimensions to the nearest 1/10-foot, necessary internal angles, arcs, and chords and tangent or radii or rounded corners.
  14. Building setback lines with dimension.
- B. *Requirements for Legal Descriptions.* The legal description of individual condominium units shall be as follows:
1. The individual condominium unit shall be referenced as a lot by numeric data only (limited to 999 units).
  2. Each building shall be referenced as Unit by numeric data only (limited to 99 units).
  3. Each development phase shall be referenced as a block by alpha data.
  4. Parcel numbers shall be assigned by the tax office.
  5. Plats of the development shall be separated into different development phases when individual units or buildings reach the limits set forth above.
  6. Locations, dimensions, drainage areas, and purpose of all drainage structures and of any easements (including slope easements), flood hazard areas, public service utility right-of-way lines, and any areas to be reserved, donated, or dedicated to public use or sites for other than residential use with notes stating their purpose and limitations; and of any areas to be reserved by deed covenant for common uses of all property owners.

7. Accurate locations, materials, and descriptions of monuments and markers.
  8. A statement referencing the protective covenants by record book and page number.
  9. Registered land surveyor's certification and stamp required for master plat.
  10. Registered professional engineer certification and stamp accepted for "as built" condition on unit plats only.
  11. Registered architect certification and stamp may be used to certify the acceptability of the structural work.
  12. Variances (if any) and date approved by the City Council.
  13. Recording of plats and plans; contents; completion of structural improvements; certification by registered architect or engineer.
- C. *Requirements for Conveyance.* The following sections reflect the requirements for the recording of plats and plans, contents, the completion of structural requirements, and certification by registered architects or engineers as described in O.C.G.A § 44-3-83. Because State regulations may be modified from time to time, all parties interested in developing condominiums in the City of Kennesaw should be knowledgeable of the most current regulations described in Title 44, Chapter 3, Article 3 of the Official Code of Georgia Annotated. The following regulations are accurate as of December 31, 2008.
1. Recording of plats and certification
    - a. Prior to the first conveyance of a condominium unit, there shall be recorded one or more plats of survey showing the location and dimensions of:
      - i. the submitted property;
      - ii. the location and dimensions of all structural improvements located on any portion of the submitted property;
      - iii. the intended location and dimensions of all contemplated structural improvements committed to be provided by the declaration on any portion of the submitted property; and,
      - iv. to the extent feasible, the location and dimensions of all easements appurtenant to the submitted property or otherwise submitted to this article as part of the common elements.
    - b. With respect to all such structural improvements, the plats shall indicate which, if any, have not begun by use of the phrase "NOT YET BEGUN." No structural improvement which contains or constitutes all or part of any unit or units and which is located on any portion of the submitted property shall be commenced on any portion of the submitted property after the recording of the plats.
      - i. The declarant shall complete all structural improvements depicted on the plats, subject only to such limitations, if any, as may be expressly stated in the declaration with respect to those labeled "NOT YET BEGUN" on the plats, provided that, within six months after written notice from the association, the declarant shall be obligated to complete within a reasonable time every structural improvement actually commenced on the submitted

property, notwithstanding any provision of the declaration, unless the declarant removes within a reasonable time all portions of any such structural improvement and restores the surface of the land affected thereby to substantially the same condition as that which existed prior to commencement of any such structural improvement; and provided, further, that nothing contained in this sentence shall exempt the declarant from any contractual liability to complete any such structural improvement.

- ii. If the submitted property consists of noncontiguous parcels, the plats shall indicate the approximate distances between such parcels unless such information is disclosed in the declaration. If, with respect to any portion or portions, but less than all, of the submitted property, the unit owners are to own only a leasehold or estate for three years, the plats shall show the location and dimensions of any such portion or portions and shall label each such portion by use of the phrase "LEASED LAND."
  - iii. To the extent feasible, the plats shall show all easements to which the submitted property or any portion thereof is subject.
  - iv. The plats shall also show all encroachments by or on any operation of the submitted property. In the case of any units which have vertical boundaries lying wholly or partially outside of structures for which plans pursuant to subsection C.2 of this UDC section are recorded, the plats shall show the location and dimensions of the vertical boundaries to the extent that they are not shown on the plans; and the units or portions thereof thus depicted shall bear their identifying numbers.
  - v. Each plat shall be certified as to its accuracy and compliance with this subsection by a registered land surveyor. The specification within this subsection of items that shall be shown on the plats shall not be construed to mean that the plats shall not also show all other items customarily shown or required by law to be shown for land title surveys.
2. Recording of Plans and Certification. The following items shall be recorded prior to the first conveyance of a condominium unit:
- a. Plans which have been prepared, signed, and sealed by a registered architect or registered engineer of every structure which contains or constitutes all or part of any unit or units located on or within any portion of the submitted property, which plans shall show:
    - i. The location and dimensions of the exterior walls and roof of such structures;
    - ii. The walls, partitions, floors, and ceilings as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, including convertible space, to the extent that such boundaries lie within or coincide with the boundaries of such structures; and
    - iii. The identifying numbers of all units or portions thereof depicted on the plans; and

- iv. A certification by such architect or engineer to the effect that (s)he has visited the site and viewed the property and that, to the best of his/her knowledge, information, and belief:
  - a. The exterior walls and roof of each structure are in place as shown on the plans; and
  - b. Such walls, partitions, floors, and ceilings, to the extent shown on said plans, as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, including convertible space, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.
  - c. Each convertible space depicted in the plans shall be labeled as such by use of the phrase "CONVERTIBLE SPACE." Unless the condominium instruments expressly provide otherwise, it shall be presumed that, in the case of any unit not wholly contained within or constituting one or more of the structures, the horizontal boundaries extend, in the case of each unit, at the same elevation with regard to any part of such unit lying outside of such structures, subject to the following exception:
    - i. In the case of any unit which does not lie over any other unit other than basement units, it shall be presumed that the lower horizontal boundary, if any, of that unit lies at the level of the ground with regard to any part of that unit lying outside of the structures.
    - ii. This subsection shall apply to any condominium created on or after July 1, 1980, or to the expansion of any such condominium.
- 3. Completion of Structural Improvements and Certification. The following items shall be recorded prior to the first conveyance of a condominium unit:
  - a. Plans of every structure which contains or constitutes all or part of any unit or units located on or within any portion of the submitted property and a certification by a registered architect or registered engineer to the effect that (s)he has visited the site and viewed the property and that, to the best of his/her knowledge, information, and belief:
  - b. The foundation, structural members, exterior walls, and roof of each such structure are complete and in place as shown on the plans;
  - c. The walls, partitions, floors, and ceilings, to the extent shown on the plans, as constituting or coinciding with the vertical and horizontal boundaries of each unit, including convertible space, within each such structure, are sufficiently complete and in place to establish clearly the physical boundaries of such unit and that such physical boundaries are as shown on the plans; and

- d. Each such structure, to the extent of its stage of completion at that time, is constructed substantially in accordance with such plans.

The plans shall show the location and dimensions of the horizontal boundaries, if any, and the vertical boundaries of each unit to the extent that such boundaries lie within or coincide with the boundaries of such structures, and the units, or portions thereof, thus depicted shall bear their identifying numbers. In addition, each convertible space depicted in the plans shall be labeled as such by use of the phrase "CONVERTIBLE SPACE." Unless the condominium instruments expressly provide otherwise, it shall be presumed that, in the case of any unit not wholly contained within or constituting one or more of the structures, the horizontal boundaries extend, in the case of each unit, at the same elevation with regard to any part of such unit lying outside of such structures, subject to the following exception: in the case of any unit which does not lie over any other unit other than basement units, it shall be presumed that the lower horizontal boundary, if any, of that unit lies at the level of the ground with regard to any part of that unit lying outside of the structures. This subsection shall apply to any condominium created prior to July 1, 1980, or to the expansion of any such condominium.

- e. Prior to the first conveyance of a condominium unit located on any portion of any additional property being or having been added to an expandable condominium, there shall be recorded new plats of survey conforming to the requirements of subsection C.1 of this UDC section and, with regard to any structures on the property being or having been added, plans conforming to the requirements of subsection C.2 of this UDC section or certifications, conforming to the certification requirements of subsection C.2 of this UDC section, of plans previously recorded pursuant to O.C.G.A. § 44-3-84.
- f. When converting all or any portion of any convertible space into one or more units or limited common elements, the declarant shall record, with regard to the structure or portion thereof constituting that convertible space, plans showing the location and dimensions of the horizontal boundaries, if any, and the vertical boundaries of each unit formed out of such space. The plans shall be certified by a registered architect or registered engineer in accordance with the certification requirements of subsection C.2 of this UDC section.
- g. When any portion of the submitted property is withdrawn, there shall be recorded a plat or plats showing the portion of the submitted property withdrawn and the remaining submitted property, which plat or plats shall be certified as provided in subsection C.2 of this UDC section.

#### **10.03.05 Submittal Requirements for a Non-Residential Preliminary Plat**

- A. *General.* The preliminary plat shall be clearly and legibly drawn at a scale no larger than 1" = 100'. The plat shall not exceed 24" X 36". In no case shall sheet size be less than 8-1/2" X 11". Subject to state law requirements, the preliminary or overall development plat shall be

prepared by a registered landscape architect, land surveyor, or civil engineer and shall show the following:

1. Proposed name of the non-residential subdivision.
2. Name, address, and telephone number of owner of record.
3. Name, address, and telephone number of the developer.
4. Date of survey, north point with magnetic north shown and graphic scale, source of data, date of plat drawing, and space for revision dates.
5. Location (land lot and district) and gross acreage of tract.
6. Original vicinity map locating the subdivision in relation to the surrounding area with regards to well known landmarks such as major thoroughfares, railroads, or others. Sketches may be drawn in freehand and at a scale sufficient to clearly show the information required, but not less than 1" = 2,000'. Photocopies of a local atlas are not acceptable. Previously developed non-residential properties must be reflected on the plat.
7. Exact boundary lines of the tract indicated by a heavy line giving the lengths and bearing. The boundary lines shall include the entire tract to be eventually subdivided and data as required herein shall apply to the entire tract.
8. Ground elevations on the tract based on field surveys or photogrammetric methods from aerial photographs. The basis for the topographic information shall be shown. Contour lines shall be drawn at intervals of 2 feet.
9. Natural features within the proposed non-residential development, including drainage channels, tributaries or state mandated buffers or corridors, bodies of water, wooded areas, and other significant features. On all water courses leaving the tract, the directional flow and acreage of the drainage area above the point of entry into the site shall be noted. Floodplains shall be outlined and elevations and total area of floodplain noted. Wetland areas should also be located on the plat and total area specified. Local benchmarks shall be established and properly described and the mean sea level elevation noted.
10. Cultural features, including cemeteries or other historic features, around and within the proposed non-residential subdivision, right-of-way, pavement widths, and names of existing and platted streets; all easements, city and county boundaries, and other significant information. Locations and dimensions of bridges, proposed and existing utility lines and structures, existing or proposed easements, street culverts, and other features are to be indicated.
11. Proposed layout including lot lines with rough dimensions, lot numbers, street and alley lines with proposed street names, right-of-way widths, buffers, open space, and easements dedicated for public use shall be noted.
12. Proposed outparcels, supported by internal utilities and interparcel access points, must be clearly shown.
13. Proposed unit division or stage development, if any, as proposed by the owner or developer including but not limited to outparcel development.



14. Present zoning of the proposed development and the present zoning of abutting lands.
15. Zoning and variance conditions placed on the project by the City Council.
16. Each preliminary plat submitted shall carry the following certifications printed or stamped thereon substantially as set forth in UDC Section 10.03.06.
17. Development agreement recording information.
18. Show adjoining roadways, with names, pavement widths, lengths of streets, access locations, and right-of-way widths. Also include dimensions from the centerline of the existing street to the required right-of-way width.

### 10.03.06 Preliminary Plat Certificates

Each preliminary plat submitted to the Planning Commission shall carry the following certificates printed or stamped thereon substantially as follows:

A. Engineer and owner certificate:

"I certify that all measurements are correct and were prepared from an actual survey of the property made under my supervision, that monument locations are correctly shown and that the property will drain as shown. Monuments are shown by \_\_\_\_\_.

Signed (Seal) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Engineer, (Surveyor), (Architect), Georgia Regis. No. \_\_\_\_\_

We, the undersigned, owner(s) and/or mortgagee(s) of the \_\_\_\_\_ subdivision, hereby offer to dedicate and/or reserve for public use the rights-of-way, easements and other ground so shown on this plat."

| Owner | Date | Mortgagee | Date |
|-------|------|-----------|------|
|       |      |           |      |
|       |      |           |      |
|       |      |           |      |

"The offer contained herein shall not constitute acceptance of the dedicated public rights-of-way, easement and other ground by the City of Kennesaw."

B. Certificate of preliminary plat approval. "All requirements of the Kennesaw UDC relative to the posting of a performance bond having been fulfilled, approval of the bond is hereby granted."

|                   |               |
|-------------------|---------------|
|                   |               |
| Date of Execution | City Engineer |

"All requirements of the Kennesaw UDC relative to the preparation and submittal of a preliminary plat having been fulfilled, approval of this plat is hereby granted, subject to further provisions of said regulation and to such additional requirements as listed and attached hereto. This certificate shall expire \_\_\_\_\_ (date)" \_\_\_\_\_.

|                   |                               |
|-------------------|-------------------------------|
|                   |                               |
| Date of Execution | Chairman, Planning Commission |

"Preliminary Plat—Not to be recorded."

The preliminary plat shall be accompanied by the following information when same is not shown in, or evident from, the preliminary plat:

1. A written summary of the proposal giving information as to the overall development plan, giving type of structures, number of housing units, types of business and industry, so the effects of the development can be determined by the Planning Commission.
2. Existing and proposed covenants and restrictions.
3. Source of water supply.
4. Provisions for sewage disposal, drainage, and flood control, as specified in UDC Chapter 4.06.02.
5. The sub-divider shall obtain letters or certificates of approval or disapproval from city, county or state agencies, as well as from the utility companies, as applicable.

#### **10.03.07 Street Improvement Data**

An application for street improvements for the subdivision or for a unit division thereof shall be supported by the following, submitted to the Community Development Department:

- A. A plat drawn to the preliminary plat specifications, prescribed in UDC Section 10.03.00, showing the following information:
  1. Location and size of all proposed drainage structures, including catch basins, grates, headwalls and any extensions thereof.
  2. Acreage of drainage area and constant used in determining size of structures by use of a formula approved by the city engineer.
  3. Location of land subject to flooding, indicated by flood crest contour as provided by the city, county or other sources.
  4. Location of all proposed sewer lines, and of any easements required therefore, together with sufficient dimensions to locate same on ground.
- B. Engineering data as listed below:
  1. Three-line profile as proposed streets, showing centerline elevations and elevations along right-of-way lines on either side of street, exposed rock to be indicated, drawn on

standard plan and profile sheets with plan section showing street, layout, width, curvature and drainage required.

2. Where sanitary or storm sewers are to be installed, the grate, size of pipe and location of manholes shall be indicated on the road profile.
3. Profiles covering roadways that are extensions of existing roadways shall include elevations of fifty (50) feet intervals for a minimum distance of 300 feet back of beginning point and forward of ending point, or such additional distances as may be required by the city engineer.
4. All elevations shall be coordinated and tied into U.S. Coastal and Geological Survey benchmarks, where feasible.
5. The submittals listed in this subsection shall be drawn to a scale no less than as follows:
  - i. Horizontal scale of one (1) inch to 100 feet.
  - ii. Vertical scale of one (1) inch to ten (10) feet.

When a proposed road abuts the plat boundary, a properly executed slope easement shall be submitted. A slope easement shall also be submitted under such other conditions as may be required by the city engineer.

#### **10.03.08 Submittal Requirements for Final Subdivision Plat**

##### **A. Final Specifications**

1. The submittal shall consist of the original Mylar or vellum reproducible material and twelve (12) prints.
2. The final plat shall be clearly and legibly drawn in black ink on suitable permanent reproducible material. The scale of the final plat shall be 100 feet to one (1) inch (one inch equals 100 feet). Sheet size shall not exceed forty-eight (48) inches by thirty-six (36) inches. If the complete plat cannot be shown on one sheet of this size, such plat shall be shown on several sheets with an index map indicated on each sheet. In no case shall sheet size be less than 8-1/2" x 11"; provided, however, that space is thereby available for statements, approvals and certificates as required in this section.
3. The final plat shall conform to the preliminary plat and it may constitute only that portion of the approved preliminary plat which the sub-divider proposed to record and develop at any one time, provided that such portion conforms to the staging established in preliminary plat procedure and to the requirements of this chapter.
4. The final plat shall contain the following information:
  - i. Name of subdivision and street names.
  - ii. Name and address of owner of record.
  - iii. Name and address of sub-divider.

- iv. Date of plat drawing, graphic scale, north point, notation as to the reference of bearings to magnetic, true north or grid north, and indication whether bearings shown are calculated from angles turned or taken from compass readings.
- v. Location of tract, acres, number of lots.
- vi. Name of former subdivision, if any or all of the final plat for any land which had been previously subdivided.
- vii. Location sketch as provided for in UDC Section 10.03.05.
- viii. Courses and distances to the nearest existing street intersections or benchmarks or other recognized permanent monuments. Not less than three (3) shall be accurately described on the plat.
- ix. Exact boundary lines of the tract, to be indicated by the heavy line, giving distances to the nearest one-tenth foot and angles to the nearest minute, which shall be balanced and closed with an error of closure not to exceed one 1: 5,000. The error of closure shall be stated. Tract boundaries shall be determined by accurate survey in the field. Surveys shall be coordinated and tied into U.S. Geological Survey maps where same are available.
- x. Municipal, county or land lot lines accurately tied to the lines of the subdivision by distance and angles when such lines traverse the subdivision.
- xi. Exact locations, widths and names of all streets and alleys within and immediately adjoining the plat and the exact location and widths of all crosswalks.
- xii. Street centerlines showing angles of deflection, angles of intersection, radii, length of tangents and arcs and degree of curvature with basis of curve data.
- xiii. Lot lines with dimensions to the nearest one-tenth foot, necessary internal angles, arcs and chords and tangent or radii of rounded corners.
- xiv. Building setback lines with dimensions.
- xv. When lots are located on a curve or when side lot lines are at angles other than ninety (90) degrees, the lot width at the building line shall be shown.
- xvi. Lots or sites numbered in numerical order and blocks lettered alphabetically.
- xvii. Location, dimensions and purpose of all drainage structures and of any easements, including slope easements, if required, and public service utility right-of-way lines, and any areas to be reserved, donated or dedicated to public use or sites for other than residential use with notes stating their purpose and limitations; and of any areas to be reserved by deed covenant for common uses of all property owners.
- xviii. A statement of the private covenants, if they are brief enough to be put directly on the plat; otherwise, a statement as follows:

"This plat is subject to the covenants set forth in the separate document(s) attached hereto dated \_\_\_\_\_, which hereby become(s) a part of this plat," recorded on \_\_\_\_\_ (date) and signed by the owner.

- xix. Accurate location, material, and description of monuments and markers. Monuments to be placed after final street improvement shall be designated as "future."
- xx. Place for certificates and statements specified in subsection (Final Plat Certificates) of this UDC chapter.
- xxi. Signature lines for the following departments:

Mayor and City Council, Public Works, Planning and Zoning, City Engineer, Building Services, Cobb County Department of Transportation (if applicable)

### **10.03.09 Submittal Requirements for Final Condominium/Multi-Family Residential Plats**

- A. *General.* The final plat shall be clearly and legibly drawn on Mylar, vellum or paper at a scale no smaller than 1" = 100'. The plat shall not exceed 36" X 48". In no case shall sheet size be less than 8-1/2" X 11". The final plat shall contain the following information:
  - 1. Name of the project and street names.
  - 2. Property address numbers (furnished by the Plan Review Section of Development and Inspections).
  - 3. Reference to record subdivision plats of adjoining land by record name.
  - 4. Date of plat drawing, graphic scale, and north point.
  - 5. Location of tract (land lot and district).
  - 6. Location sketch at a scale of 1" = 2,000'. See note below.
  - 7. Index map on each sheet when more than one sheet is required.
  - 8. Courses and distances to the nearest existing street, intersections, or other recognized permanent monuments or benchmarks.
  - 9. Exact boundary lines of the tract, to be indicated by a heavy line, giving distances to the nearest 1/10 foot and angles to the nearest minute shall be balanced and closed. The error of closure shall be stated, and further, the error of closure shall not exceed 1:10,000. Tract boundaries shall be determined by accurate survey in the field.

NOTE: Unit plats shall provide a location sketch for location within the master plat.

  - 10. Land lot lines shall be accurately tied to boundary lines of the subdivision by angles and distances when such lines traverse the subdivision; when the subdivision does not intersect a land lot line, then the lines of a major controlling street shall be projected and tied to a land lot line by angles and distances. In both cases, the measured distance from land lot tie to a respective land lot corner shall be shown with the magnetic bearing of the land lot line. No approximate land lot lines shall be shown on the subdivision plat.
  - 11. Exact locations, widths, and names of all streets and alleys within and immediately adjoining the plat, and the exact locations and widths of all crosswalks.
  - 12. Street centerlines showing angles of deflection and standard curb data of intersection, radii, length of tangents and arcs, and degree of curvature with basis of curve data.

13. Lot lines with dimensions to the nearest 1/10-foot, necessary internal angles, arcs, and chords and tangent or radii or rounded corners.
  14. Building setback lines with dimension.
  15. Signature lines for all applicable departments.
- B. *Requirements for Legal Descriptions.* The legal description of individual condominium units shall be as follows:
1. The individual condominium unit shall be referenced as a lot by numeric data only (limited to 999 units).
  2. Each building shall be referenced as Unit by numeric data only (limited to 99 units).
  3. Each development phase shall be referenced as a block by alpha data.
  4. Parcel numbers shall be assigned by the tax office.
  5. Plats of the development shall be separated into different development phases when individual units or buildings reach the limits set forth above.
  6. Locations, dimensions, drainage areas, and purpose of all drainage structures and of any easements (including slope easements), flood hazard areas, public service utility right-of-way lines, and any areas to be reserved, donated, or dedicated to public use or sites for other than residential use with notes stating their purpose and limitations; and of any areas to be reserved by deed covenant for common uses of all property owners.
  7. Accurate locations, materials, and descriptions of monuments and markers.
  8. A statement referencing the protective covenants by record book and page number.
  9. Registered land surveyor's certification and stamp required for master plat.
  10. Registered professional engineer certification and stamp accepted for "as built" condition on unit plats only.
  11. Registered architect certification and stamp may be used to certify the acceptability of the structural work.
  12. Variances (if any) and date approved by the City Council.
  13. Recording of plats and plans; contents; completion of structural improvements; certification by registered architect or engineer.
- C. *Requirements for Conveyance.* The following sections reflect the requirements for the recording of plats and plans, contents, the completion of structural requirements, and certification by registered architects or engineers as described in O.C.G.A § 44-3-83. Because State regulations may be modified from time to time, all parties interested in developing condominiums in the City of Kennesaw should be knowledgeable of the most current regulations described in Title 44, Chapter 3, Article 3 of the Official Code of Georgia Annotated. The following regulations are accurate as of December 31, 2008.
1. Recording of Plats and Certification
    - a. Prior to the first conveyance of a condominium unit, there shall be recorded one or more plats of survey showing the location and dimensions of:

- i. the submitted property;
  - ii. the location and dimensions of all structural improvements located on any portion of the submitted property;
  - iii. the intended location and dimensions of all contemplated structural improvements committed to be provided by the declaration on any portion of the submitted property; and,
  - iv. to the extent feasible, the location and dimensions of all easements appurtenant to the submitted property or otherwise submitted to this article as part of the common elements.
- b. With respect to all such structural improvements, the plats shall indicate which, if any, have not been begun by use of the phrase "NOT YET BEGUN." No structural improvement which contains or constitutes all or part of any unit or units and which is located on any portion of the submitted property shall be commenced on any portion of the submitted property after the recording of the plats.
  - i. The declarant shall complete all structural improvements depicted on the plats, subject only to such limitations, if any, as may be expressly stated in the declaration with respect to those labeled "NOT YET BEGUN" on the plats, provided that, within six months after written notice from the association, the declarant shall be obligated to complete within a reasonable time every structural improvement actually commenced on the submitted property, notwithstanding any provision of the declaration, unless the declarant removes within a reasonable time all portions of any such structural improvement and restores the surface of the land affected thereby to substantially the same condition as that which existed prior to commencement of any such structural improvement; and provided, further, that nothing contained in this sentence shall exempt the declarant from any contractual liability to complete any such structural improvement.
  - ii. If the submitted property consists of noncontiguous parcels, the plats shall indicate the approximate distances between such parcels unless such information is disclosed in the declaration. If, with respect to any portion or portions, but less than all, of the submitted property, the unit owners are to own only a leasehold or estate for years, the plats shall show the location and dimensions of any such portion or portions and shall label each such portion by use of the phrase "LEASED LAND."
  - iii. To the extent feasible, the plats shall show all easements to which the submitted property or any portion thereof is subject.
  - iv. The plats shall also show all encroachments by or on any operation of the submitted property. In the case of any units which have vertical boundaries lying wholly or partially outside of structures for which plans pursuant to subsection C.2 of this UDC section are recorded, the plats shall show the location and dimensions of the vertical boundaries to the extent that they are

not shown on the plans; and the units or portions thereof thus depicted shall bear their identifying numbers.

- v. Each plat shall be certified as to its accuracy and compliance with this subsection by a registered land surveyor. The specification within this subsection of items that shall be shown on the plats shall not be construed to mean that the plats shall not also show all other items customarily shown or required by law to be shown for land title surveys.
2. Recording of Plans and Certification. The following items shall be recorded prior to the first conveyance of a condominium unit:
- a. Plans which have been prepared, signed, and sealed by a registered architect or registered engineer of every structure which contains or constitutes all or part of any unit or units located on or within any portion of the submitted property, which plans shall show:
    - i. The location and dimensions of the exterior walls and roof of such structures;
    - ii. The walls, partitions, floors, and ceilings as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, including convertible space, to the extent that such boundaries lie within or coincide with the boundaries of such structures;
    - iii. The identifying numbers of all units or portions thereof depicted on the plans;
    - iv. A certification by such architect or engineer to the effect that (s)he has visited the site and viewed the property and that, to the best of his/her knowledge, information, and belief:
      - a) The exterior walls and roof of each structure are in place as shown on the plans; and
      - b) Such walls, partitions, floors, and ceilings, to the extent shown on said plans, as constitute the horizontal boundaries, if any, and the vertical boundaries of each unit, including convertible space, have been sufficiently constructed so as to establish clearly the physical boundaries of such unit.
  - b. Each convertible space depicted in the plans shall be labeled as such by use of the phrase "CONVERTIBLE SPACE." Unless the condominium instruments expressly provide otherwise, it shall be presumed that, in the case of any unit not wholly contained within or constituting one or more of the structures, the horizontal boundaries extend, in the case of each unit, at the same elevation with regard to any part of such unit lying outside of such structures, subject to the following exception:
    - i. In the case of any unit which does not lie over any other unit other than basement units, it shall be presumed that the lower horizontal boundary, if any, of that unit lies at the level of the ground with regard to any part of that unit lying outside of the structures.



- ii. This subsection shall apply to any condominium created on or after July 1, 1980, or to the expansion of any such condominium.
- 3. Completion of Structural Improvements and Certification. The following items shall be recorded prior to the first conveyance of a condominium unit:
  - a. Plans of every structure which contains or constitutes all or part of any unit or units located on or within any portion of the submitted property and a certification by a registered architect or registered engineer to the effect that he has visited the site and viewed the property and that, to the best of his knowledge, information, and belief:
  - b. The foundation, structural members, exterior walls, and roof of each such structure are complete and in place as shown on the plans;
  - c. The walls, partitions, floors, and ceilings, to the extent shown on the plans, as constituting or coinciding with the vertical and horizontal boundaries of each unit, including convertible space, within each such structure, are sufficiently complete and in place to establish clearly the physical boundaries of such unit and that such physical boundaries are as shown on the plans; and
  - d. Each such structure, to the extent of its stage of completion at that time, is constructed substantially in accordance with such plans. The plans shall show the location and dimensions of the horizontal boundaries, if any, and the vertical boundaries of each unit to the extent that such boundaries lie within or coincide with the boundaries of such structures, and the units, or portions thereof, thus depicted shall bear their identifying numbers. In addition, each convertible space depicted in the plans shall be labeled as such by use of the phrase "CONVERTIBLE SPACE." Unless the condominium instruments expressly provide otherwise, it shall be presumed that, in the case of any unit not wholly contained within or constituting one or more of the structures, the horizontal boundaries extend, in the case of each unit, at the same elevation with regard to any part of such unit lying outside of such structures, subject to the following exception: in the case of any unit which does not lie over any other unit other than basement units, it shall be presumed that the lower horizontal boundary, if any, of that unit lies at the level of the ground with regard to any part of that unit lying outside of the structures. This subsection shall apply to any condominium created prior to July 1, 1980, or to the expansion of any such condominium.
  - e. Prior to the first conveyance of a condominium unit located on any portion of any additional property being or having been added to an expandable condominium, there shall be recorded new plats of survey conforming to the requirements of subsection C.1 of this UDC section and, with regard to any structures on the property being or having been added, plans conforming to the requirements of subsection C.2 of this UDC section or certifications, conforming to the certification requirements of subsection C.2 of this UDC section, of plans previously recorded pursuant to O.C.G.A. § 44-3-84.
  - f. When converting all or any portion of any convertible space into one or more units or limited common elements, the declarant shall record, with regard to the

structure or portion thereof constituting that convertible space, plans showing the location and dimensions of the horizontal boundaries, if any, and the vertical boundaries of each unit formed out of such space. The plans shall be certified by a registered architect or registered engineer in accordance with the certification requirements of subsection C.2 of this UDC section.

- g. When any portion of the submitted property is withdrawn, there shall be recorded a plat or plats showing the portion of the submitted property withdrawn and the remaining submitted property, which plat or plats shall be certified as provided in subsection C.2 of this UDC section.

#### **10.03.10 Submittal Requirements for Final Non-Residential Plats**

- A. *General.* The final plat shall be clearly and legibly drawn on Mylar, vellum or paper sheets. The scale of the final plat shall not exceed 1 in. = 100 ft. The plat shall not exceed 36 in. X 48 in. If the complete plat cannot be shown on one sheet, several sheets with an index map indicated on each sheet shall be used. In no case shall sheet size be less than 8-1/2 in. X 11 in.

The final plat shall conform to the preliminary plat and it may constitute only that portion of the approved preliminary plat which the sub-divider proposes to record and develop at any time, provided that such portion conforms to the staging established on the preliminary plat procedure and to the requirements of these rules and regulations.

The final plat shall contain the following information:

1. Names of the subdivision and streets.
2. Property address numbers furnished by City of Kennesaw Community Development Department
3. Reference to recorded subdivision plats of adjoining land by record name.
4. Date of plat drawing, graphic scale, and magnetic north point.
5. Gross acreage of tract, square footage of out parcel.
6. Location of tract (land lot and district).
7. Former name of subdivision, if any or all of the final plat has been previously subdivided.
8. Vicinity map at a scale of 1" = 2000'.
9. Index map on each sheet when more than one sheet is required.
10. Courses and distances to the nearest existing street, intersections, or other recognized permanent monuments or benchmarks.
11. Exact boundary lines of the tract, to be indicated by a heavy line, giving distances to the nearest 1/10-foot and angles to the nearest second, which shall be balanced and closed. The error of closure shall not exceed 1:10,000. The error of closure shall be stated. The tract boundaries shall be determined by accurate survey in the field.

12. Land Lot lines shall be accurately tied to lines of the subdivision by angles and distances when such lines traverse the subdivision; when the subdivision does not intersect a land lot line, the lines of a major controlling street shall be projected and tied to a land lot line by angles and distance. In both cases, the measured distance from land lot tie to a respective land lot corner shall be shown with the magnetic bearing of the land lot line. No approximate land lot lines shall be shown on the subdivision plat.
13. Exact locations, widths, and names of all streets, alleys, and sidewalks within and immediately adjoining the plat and the exact locations and widths of all sidewalks.
14. Street centerlines showing angles of deflection and standard curve data of intersection, radii, length of tangents and arcs, and degree of curvature with basis of curve data, design speeds, horizontal and vertical site distances.
15. Lot lines with dimensions to the nearest 1/10-foot, necessary internal angles, arcs and chords and tangent or radii of rounded corners.
16. Building setback lines with dimension.
17. Lots or sites numbered in numerical and clockwise order. Blocks shall be identified alphabetically.
18. Cultural features, including cemeteries and historic features.
19. Property/lease lines clearly delineated.
20. References to recorded and unrecorded access/cross parking, easements, utilities, and off-site stormwater management facility.
21. Location, dimensions, drainage areas, and purposes of all drainage structures, stormwater management structures, access easements, and any other easements, including slope easements, tributary and state mandated buffers and corridors, flood hazard areas and elevations, new or existing water and sewer easements with setback requirements that are or shall be maintained by the Water System, and any areas to be reserved, donated, or dedicated to public use or sites for other than residential use with notes stating their purpose and limitations; and of any areas to be reserved by deed covenant for common uses of all property owners. Delineation of protected wetlands with total acreage noted.
22. For purposes of dedication of stormwater management easements and facilities, reference should be made to the Cobb County Comprehensive Stormwater Management Quantity and Quality Ordinance.
23. Accurate locations, materials, and descriptions of monuments and markers. Monuments to be placed after final street improvements shall be designated as "future".
24. Seal of appropriate design professional.
25. Zoning stipulations and variances (if any) and the date approved by the City Council.
26. State law prohibits the private construction, planting, or otherwise making improvements on the dedicated public right-of-way. The sole responsibility for repairing of any damage of any such improvement shall be the property owners.

27. Tabular chart which specifies the length of each public street or right-of-way.
28. Signature line for approvals from all applicable departments and Mayor and City Council.

### 10.03.11 Final Plat Certificates

Each final plat submitted to the Mayor and Council for approval shall carry the following certificates printed or stamped thereon substantially as follows:

- A. Engineer and Land Surveyor Acknowledgement. "It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future," and their location, size, type and material are correctly shown; and that all engineering requirements of the Kennesaw Subdivision Regulations have been fully complied with."

|              |                     |
|--------------|---------------------|
| (Print Name) | (Print Name)        |
| (Print Name) | Registered C.E. No. |
|              | _____<br>Date       |

- B. Owner's acknowledgement: "The owner of the land shown on this plat and whose name is subscribed thereto, and in person or through duly authorized agents, acknowledges that this plat was made from an actual survey and dedicates to the use of the public forever all streets, parks, drains, easements and public grounds thereon shown, which comprises a total of \_\_\_\_\_ acres, for the purposes therein expressed."

|                                |                           |
|--------------------------------|---------------------------|
| Subdivider<br><br>(Print Name) | Owner<br><br>(Print Name) |
| Signature                      | Signature                 |
| _____<br>Date                  | _____<br>Date             |

"Provided, however, that nothing herein nor acceptance shall create liability on the part of the City of Kennesaw, its officers, agents or employees for flooding or erosion from storm drains or from flooding from high water of natural creeks or rivers, and the City of Kennesaw is hereby specifically released from any such liability or from liability for the negligent construction or maintenance of all drainage structures, roads, sediment control facilities and all other work performed by the owner or developer of the property, their agent, servants, employees or contractors."

~~C.~~ Place for approval by the City Engineer or authorized agent:

|      |        |
|------|--------|
| Date | Signed |
|------|--------|

~~DC.~~ Place for statement of slope easement.

~~ED.~~ Place for approval of the Mayor and Council as follows: "Pursuant to the Land Subdivision sections of this UDC of the City of Kennesaw, Georgia, all the requirements of approval having been fulfilled, this final plat was given final approval by the Mayor and Council of Kennesaw, Georgia on \_\_\_\_\_ (Date).

\_\_\_\_\_  
Mayor, Kennesaw, Georgia

~~FE.~~ Place for approval by the following Departments:

- Planning and Zoning
- Building and Construction
- Public Works
- City Engineer or Authorized Agent
- ~~Mayor and City Council~~

"Nothing herein shall be construed to mean that the City of Kennesaw has accepted the dedication of any rights-of-way, easements or other area as being dedicated to public use."

~~GE.~~ Place for certificate of recording.

~~HG.~~ Final plat distribution:

1. City records: Original Mylar, vellum or paper reproducible material and one (1) print.
2. City Engineer: Three (3) prints; two (2) to be filed and one (1) to the ~~building inspector~~ Building Services Director.
3. Cobb County Tax Assessor: One (1) print.
4. Cobb County Fire Department offering service to the proposed subdivision: One (1) print.
5. Total: One (1) original Mylar, vellum or paper reproducible material and twelve (12) prints.

~~IH.~~ Suitability of land. Land subject to flooding or erosion, and any land deemed to be unsuitable for development by the city engineer or health department, shall not be platted for any uses as may continue such conditions or increase danger to health, safety, life or property unless the hazards can be and are corrected.

---

#### **10.03.12 Submittal Requirements for Amendments to Approved Development Plans and Zoning Conditions**

- A. Submittal requirements as established by the Plan Review Committee and the building services department.

#### **10.03.13 Submittal Requirements for Certificate of Appropriateness through the Historic Preservation Commission**

- A. All applications to comply with submittal requirements of Kennesaw Design Review application process under Chapter One of the adopted Design Standards for the Historic District.
- B. All applications to be submitted through the Planning and Zoning Department at least two weeks prior to the scheduled Historic Preservation Commission meeting. The ~~Zoning Administrator~~ Planning and Zoning Administrator will confirm completeness of the application.
- C. All fees to accompany the completed application will be as per adopted master fee schedule adopted by the City of Kennesaw.
- D. After confirmation that applications are deemed complete the ~~Zoning Administrator~~ Planning and Zoning Administrator and Planning and Zoning staff will post property referenced in application as part of the public notification process for any exterior changes to historic properties.
- E. All applications require at least one consultation with Planning and Zoning staff to be conducted prior to submittal of applications.
- F. All applications for demolition of structures within the historic district will require a public hearing before the Historic Preservation Commission. The Public hearing will be advertised in the local newspaper and adjoining property owners will be notified by mail by City of Kennesaw Planning and Zoning Department. A sign will be posted as part of this process.
- G. The ~~Zoning Administrator~~ Planning and Zoning Administrator shall ask for any additional data as deemed necessary to add clarification to the request of all applications.
- H. If project is located in the Central Business District but not located in the Historic District then a conceptual project approval by the Historic Preservation Commission will be required.
- I. CBD (Central Business District) conceptual project approval will follow the same COA (Certificate of Appropriateness) application information submittal process to the City of Kennesaw.

#### **10.03.14 Subdivision Construction Plan**

#### **10.03.15 Subdivision Record Plat**

### ***10.04.00 PENALTIES AND REMEDIES***

#### **10.04.01 Penalties for Violation**

- A. Any person, firm or corporation violating any provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction, shall be fined not less than \$50.00 nor more than the maximum amount as defined by O.C.G.A. § 36-32-5, as amended from time to time, for each offense.
- B. Each day such violation continues shall constitute a separate offense.

#### **10.04.02 Remedies**

- A. In case any building or structure is or is proposed to be erected, constructed, reconstructed, altered, converted or maintained, or any building, structure or land is or is proposed to be used in violation of any provision of this UDC, the ~~Zoning Administrator~~ Planning and Zoning Administrator or any other appropriate authority of the city may, in addition to other remedies, and after due notice of at least ten (10) days to the owner of the violation, issue a citation for violation of the City Code requiring the presence of the violator in the recorder's [municipal] court; institute injunction, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance or use to correct or abate such violation or to prevent the occupancy of such building, structure or land.
- B. Where a violation of these regulations exist with respect to a structure or land, the ~~Zoning Administrator~~ Planning and Zoning Administrator may, in addition to other remedies, notify the ~~building inspector~~ Building Services Director of such violation and require that public utility service be withheld there from until such time as the structure or premises is no longer in violation of these regulations.
- C. In any case in which any sign shall be installed, erected, or constructed in violation of any of the terms of this ordinance, the ~~building inspector~~ Building Services Director shall notify by personal notice or registered mail the owner or lessee thereof to alter such sign so as to comply with this ordinance and to secure the necessary permit therefore or to remove the sign.
- D. If such an order is not complied with within ten days, the City shall remove the sign at the expense of the owner or lessee thereof.
- E. In the event that such a sign or wall bulletin should become insecure, or in danger of falling, the person maintaining the same shall, upon written notice from the ~~building inspector~~ Building Services Director, forthwith in case of immediate danger, and in any case, within ten (10) days secure it in a manner approved by the ~~building inspector~~ Building Services Director.

### ***10.05.00 APPEALS AND PROCEDURE FOR APPEALS***

#### **10.05.01 Applicability**

- A. Any person or entity aggrieved by a decision made by the ~~Zoning Administrator~~ Planning and Zoning Administrator, the Public Works Director, or the ~~Building Official~~ Building Services Director ("Department Head") that involves the administration or enforcement of the UDC or the City Code of Ordinances is entitled to an appeal to the Mayor and City Council. That person or entity may appeal to the Mayor and City Council by filing a notice of appeal with the Department Head; however, such appeal must be filed within ten days from the date of the decision being appealed. Upon failure to file such appeal within ten days, the decision shall be binding and final upon all parties.
- B. The Department Head shall review the timely notice of appeal provided for in this section and transmit to the Mayor and City Council a written report of its findings and recommendations, which shall become a part of the official record. The City Clerk shall certify the official record for any such appeal.
- C. The Mayor and City Council, having received the report of the Department Head under this section, making it a part of the official certified record, and having considered the written and oral statements of the appellant and any other evidence, is authorized to hear and shall hear and decide appeals where it is alleged that there is an error in any decision made by the Department Head in the administration or enforcement of the UDC or the City Code of Ordinances. The decision of the Mayor and City Council shall not result in a violation or circumvention of any applicable condition of zoning, provision of city zoning laws, subdivision regulations, or any other regulation or ordinance.
- D. A written copy of the findings and decision of the Mayor and City Council on an appeal under this section shall be transmitted to the appellant and to the Department Head.
- E. Provided sovereign immunity has been waived to allow for an appeal, any person or entity aggrieved by the decision of the Mayor and City Council on an appeal under this section shall have a right to appeal such decision within thirty days from the date of the actual vote of the Mayor and Council that formulates the basis for the decision in the manner provided by law under O.C.G.A. § 36-66-5.1. ~~to a court of competent jurisdiction as provided by law. The basis for such an appeal and the standard of review for such appeal shall be as provided by law.~~
- F. Legal Action stayed. The filing of an appeal authorized under this Section shall operate as a stay of any administrative or enforcement proceedings by the City of Kennesaw until final adjudication or settlement of the appeal. No Mayor and City Council or administrative action shall be taken on any property which is the subject of any litigation pending in state or federal court where the City of Kennesaw or its agents or officials (individually or collectively) are parties.



( Ord. No. 2021-07 , § 14(Exh. G), 6-21-21)

**Section 4:**

The effective date of this ordinance shall be July 1. 2023

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

CITY OF KENNESAW:

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

# Text Amendments

Case #MISC2023-05

Unified Development Code

Chapters 1 and 10

# CHAPTER 1 – OVERVIEW OF UPDATES

- Update to the Building Official's Title
- Update to the Zoning Administrator's Title

# Section 1.06.01 – Building Official

- The Building Official shall also be known as the Building Services Director

## **1.06.01 - Building Official**

Shall be the individual who serves as Director of the Construction and Development Division as designated by the Mayor and City Council in accordance with Section 101.4 of the Standard Building Code, 1991 Ed., and as may be amended from time to time. As used herein, the Building Official shall also be known as the Building Services Director.

# Section 1.06.03 – Zoning Administrator

- The Zoning Administrator shall also be known as the Planning and Zoning Administrator

## **1.06.03 - Zoning Administrator**

City of Kennesaw staff person as designated by the Mayor and City Council who serves to administer the Unified Development Code and who is authorized to interpret the terms and provisions of the Unified Development Code, including the Zoning Ordinance, Historic Preservation Design Guidelines, and Architectural Standards and to ensure consistent application and adherence to the adopted Comprehensive Plan, all adopted Master Plans and Studies for the City of Kennesaw and all other duties assigned by the City Manager. As used herein, Zoning Administrator shall also be known as the Planning and Zoning Administrator.

# CHAPTER 10 – OVERVIEW OF UPDATES

- Updating the title changes for the “Building Director” and “Zoning Administrator” within the following sections:
  - 10.00.02, 10.00.03, 10.00.06, 10.01.02, 10.02.03, 10.02.04, 10.03.13, 10.04.02, 10.05.01
- Updates to Unified Development Code (UDC) to match House Bill 1405 which was passed in 2022.
- Updates to Annexation Initiations to match O.C.G.A.
- Update to the Comprehensive Plan “Future Development Map” term

# 10.00.05 (A) Public Notice Requirements

- The UDC will use the Official Code of Georgia Annotated (O.C.G.A.) definition for “Zoning Decision.”
- O.C.G.A. 36-66-3(4) states: “Zoning decision” means final legislative action by a local government which results in:
  - (A) The adoption or repeal of a zoning ordinance;
  - (B) The adoption of an amendment to a zoning ordinance which changes the text of the zoning ordinance;
  - (C) The adoption or denial of an amendment to a zoning ordinance to rezone property from one zoning classification to another;
  - (D) The adoption or denial of an amendment to a zoning ordinance by a municipal local government to zone property to be annexed into the municipality;
  - (E) The grant or denial of a permit relating to a special use of property; or
  - (F) The grant or denial of a variance or conditions concurrent and in conjunction with a decision pursuant to subparagraphs (C) or (E) of this paragraph.

# 10.00.05 (B)(1) Public Notice Requirements

- Removal of the requirement to publish a legal ad in the local newspaper for two (2) consecutive weeks.
- The requirement is now publishing a legal ad only once in the newspaper.

1. Such notice shall be published once a week for two (2) consecutive weeks in such newspaper.
2. The notice shall state:
  - a. The time, place, and purpose of the hearing.
  - b. Location of the property.
  - c. Present zoning classification of the property.
  - d. Proposed zoning classification of the property.



## 10.00.05 (C) Public Notice Requirements

- Added language for yellow public notice signs, which states that, “acts of vandalism or natural occurrences...shall not void any proceedings or actions taken by the Planning Commission or Mayor and Council.”

C. The City of Kennesaw shall be required to post and maintain signs supplied by the zoning division on or near the right-of-way of the nearest public street, so as to be visible from the street, for at least fifteen (15) days immediately preceding the date for any public hearings on the application, which shall remain posted until a final decision by the Mayor and Council.

1. It is the responsibility of the City of Kennesaw to post the signs. Acts of vandalism or natural occurrences which may diminish the effectiveness of the public notice provided shall not void any proceedings or actions taken by the Planning Commission or Mayor and Council. ~~and to maintain the signs during the posting period. Failure to post and maintain the signs continuously may prohibit consideration of the application at any schedule public hearing.~~

# 10.00.05 (G) Public Notice Requirements

- This proposed section has been taken out all together

~~G. For a hearing before the Planning Commission, notice of such hearing shall be provided at least 30 days prior to the quasi-judicial hearing, with such notice being made as provided for herein and with additional notice being mailed to the owner of the property that is the subject of the proposed action.~~

# The new section 10.05.00 (G): (1 of 3)

- House Bill 1405 introduces a new rule statewide that local governments must follow.
- The new rule applies to rezoning requests from Single-Family to Multi-Family only when the request is initiated by a local government.
- This rule does not apply if the request is initiated by the property owner or authorized agent of the owner.

# The new section 10.05.00 (G): (2 of 3)

- If a local government makes a request to deviate from a single-family residential zoning classification to authorize a multi-family residential use, then the zoning decision must be adopted in the following manner:
  - A zoning decision must be adopted at 2 regular Council meetings during a period of not less than 21 days apart.
  - Such public hearings shall be held at least 3 months and not more than 9 months prior to the date of final action on the zoning decision.
  - At least one of the public hearing meetings must be held between 5 p.m. and 8 p.m.
  - When more than 500 parcels are affected, a public notice sign is required every 500-feet.
  - A published notice must be at least nine column inches in size and shall not be located in the classified advertising section of the newspaper

# The new section 10.05.00 (G): (3 of 3)

- A zoning decision must be adopted in accordance with the new rules also, if a local government makes:
  - A request is made to abolish all single-family residential zoning classifications within the territorial boundaries of the city, or
  - A zoning decision that result in the rezoning of all property zoned for single-family residential uses within the territorial boundaries of the city to multifamily residential uses of property.
- This subsection does NOT apply to rezoning requests from single-family to multi-family when the request is initiated by the property owner or authorized agent of the owner of such property.

# 10.00.08 Procedures for Annexation of Property

- This section adds in the O.C.G.A. rules on how annexation requests can be accomplished.
- Types of Annexation Initiations:
  - By Local Act of the General Assembly
  - By 100% of landowners
  - By 60% of the land and 60% of electors
  - By Resolution and Referendum

# 10.01.02 (E) (2) & (F) (2) Rezoning Procedures for Amending the Official Zoning Map

- Adds “with prejudice” to recommendations list that the Planning Commission and Mayor and Council may recommend.

## E. *Planning Commission.*

1. The Planning Commission shall hold a public hearing on each application for ~~rezoning and use permit, special land use permit.~~ ~~The sStaff rReport~~ on each application shall be submitted to and considered by the Planning Commission at the public hearing. The Planning Commission shall investigate and consider each of the matters listed in Section (G) below.
2. As to each application, the Planning Commission shall make a recommendation to the Mayor and City Council ~~for approval, denial, deferral, continuance, hold, withdrawal~~ **with or** without prejudice, or no recommendation. Written minutes of the Planning Commission's recommendation to the Mayor and City Council shall be prepared and maintained. Additionally, the ~~sStaff rReport~~ and application shall be submitted to the Mayor and City Council. All documents shall thereafter become public record.

# 10.01.03 Procedures for Amending the Future Development Maps

- In this section, staff eliminated the term “Character Area” and changed it to “Area.”
- “Character Area” was used in the 2017 Comprehensive Plan.
- In the 2022 Comprehensive Plan, “Character Area” was changed to “Area.”

## 10.01.03 Procedures for Amending the Future Development Maps

The Future Development Maps are composed of two, individual maps:

- A) The **Character**-Area Map, and
- B) The Future Land Use Map.

The Future Development Maps were developed over the course of two separate planning processes. The **Character**-Area Map shows the **character** areas as identified for Kennesaw during the 2007 update to the Comprehensive Plan update. The **character** areas function as broad, high level categories for planning and development concept formation. The **Character**-Area Map was created in response to a requirement by the Department of Community Affairs and may be revised with each update to the Comprehensive Plan or as needed by staff and adopted by Mayor and Council.

The Future Land Use Map presents the types of land uses allowed at the individual parcel level. The current Future Land Use Map was adopted in 2007 along with Future Land Use Category descriptions. The Future Land Use Map may be revised from time to time as recommended by city staff and adopted by Mayor and Council.

The **character** areas correspond closely with the Future Land Use Map, but there are minor differences. In the event of a land use conflict, the most current Future Land Use Map will function as the controlling Future Development Map.



## 10.03.11 Final Plat Certificates

- Eliminating duplicate signature requirements by the City Engineer and by the Mayor

5:19,26-2023

**MDJ-4602  
GPN-16  
CITY OF KENNESAW  
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend APPENDIX A "UNIFIED DEVELOPMENT CODE", CHAPTER 1, SECTION 1.06.01, SECTION 1.06.03 AND CHAPTER 10.

A copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8 a.m. to 5 p.m. for public viewing. The Planning Commission shall hold a special call meeting on June 14, 2023 at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on June 19, 2023 at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative there to.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/City-ofKennesaw/>

Any interested citizens are invited to email

[kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov).

5:26;6:2-2023

R0004

Public Sales/Auctions

SPECIFICATION OF THE PUBLIC  
5:12;19;6:2-2023

**MDJ-4496  
GPN-16  
NOTICE OF PUBLIC HEARING  
Chattahoochee River Development  
Certificate**

The Cobb County Board of Commissioners hereby gives notice that a public hearing for the purpose of a "Certificate" for development within the Chattahoochee River Corridor will be held June 13, 2023 at 9:00 a.m. in the Commissioners' Public Meeting Room, 2nd floor, Cobb County Building, 100 Cherokee Street, Marietta, GA 30060. Mr. Steve Kros has requested a "Development Certificate" for construction of a single-family residence, in Land Lot 75 of the 1st District on property known as 81 Sherwood Lane. Hearing on said "Certificate" shall be conducted by the Board of Commissioners to give consideration to matters herewith as specified in the "Metropolitan River Protection Act" being Act No. 66 of the 1973 Regular Session of the Georgia General Assembly (Georgia Laws 1973).  
6:2,9-2023

**MDJ-4602  
GPN-16  
CITY OF KENNESAW  
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend APPENDIX A "UNIFIED DEVELOPMENT CODE", CHAPTER 1, SECTION 1.06.01, SECTION 1.06.03 AND CHAPTER 10.

A copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8 a.m. to 5 p.m. for public viewing. The Planning Commission shall hold a special call meeting on June 14, 2023 at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on June 19, 2023 at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative thereto.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/City-ofKennesaw/>

Any interested citizens are invited to email [kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov).

5:26;6:2-2023

**MDJ-4678  
GPN-16**

**MINUTES OF CITY COUNCIL WORK SESSION MEETING  
CITY OF KENNESAW  
Council Chambers  
May 30, 2023  
6:30 PM**

---

|         |                                                                                                                                                                                                                                                   |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Present | Mayor Derek Easterling<br>Mayor Pro Tem Tracey Viars<br>Councilmember Pat Ferris<br>Councilmember Antonio Jones<br>Councilmember Trey Sinclair<br>Deputy City Clerk Lily Smith<br>City Manager Jeff Drobney<br>City Attorney Randall Bentley, Sr. |
| Absent  | Councilmember Lynette Burnette                                                                                                                                                                                                                    |

**1. Invocation**

**2. Pledge of Allegiance**

**3. Call to Order**

**4. Announcements**

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

**5. Presentations**

- A. A PROCLAMATION declaring June 5-9, 2023 as Municipal Court Clerks Week in the City of Kennesaw.

Mayor Derek Easterling announced his intention to proclaim June 5, 2023 through June 9, 2023 as Municipal Court Clerks Week in the City of Kennesaw.

**6. Public Comment/Business from the Floor**

**7. Old Business**

**8. New Business**

**9. Committee and Board Reports**

**10. Public Hearing(s)**

- A. FIRST PUBLIC HEARING: Approval of RESOLUTION adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2023-2027. No action will take place until the regularly scheduled June 19, 2023, Mayor and Council meeting. Case# MISC2023-04.

Planning and Zoning Administrator Darryl Simmons presented a resolution adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2023-2027. Mr. Simmons shared this public hearing is the first of two required public hearings for adoption. He noted the city collects impact fees, and per State law, the city is required to show its short term and long term projects as well as the accompanying financial statements. The report has met all the requirements set forth by the Atlanta Regional Commission and the State of Georgia Department of Community Affairs. The second and final public hearing will be held at the June 19, 2023 regular City Council meeting.

**11. Consent Agenda**

- A. Approval of the May 1, 2023 City Council executive session minutes.
- B. Approval of the May 8, 2023 City Council work session minutes.
- C. Approval of the May 15, 2023 City Council regular meeting minutes.

**12. General and Administrative**

- A. Consideration for approval of an Alcohol License for Beer and Sunday Sales for Lukes of Kennesaw LLC d/b/a Buffalo Lukes located at 2768 Cobb Pkwy, Kennesaw, GA 30152. Applicant: Robert Stoll.

Business License Manager Derek Cox presented this item on behalf of Lukes of Kennesaw LLC d/b/a Buffalo Lukes located at 2768 Cobb Parkway regarding an Alcohol License for Beer and Sunday Sales. The business owner has completed the necessary workshops, and signs have been posted and properly advertised. Mr. Cox made the Council aware this business is located within 600 feet of the Ben Robertson Community Center and Adams Park; however, the City Council has the right to waive this distance requirement. The Finance Director recommended approval.

- B. Approval of RESOLUTION and authorization for the Mayor to execute the Lease Supplement with Georgia Municipal Association (GMA) for the direct

leasing program for two (2) 2022 Ford Interceptors for Police use.

Assistant Finance Director Jennifer Gordy presented a resolution requesting authorization for the Mayor to execute a lease supplement with the Georgia Municipal Association for the direct leasing program for two 2022 Ford Interceptors. The total cost of these two vehicles will be \$111,339.78 and the city will finance them for five years with an annual payment of \$25,256.35 and an annual interest rate of 4.35%. Ms. Gordy noted the funding would be through Magnolia Bank via the Georgia Municipal Association.

### **13. Public Safety**

- A. DISCUSSION ONLY: Speed limit reductions on Big Shanty Drive (35 mph to 25 mph) and Duncan Drive (30 mph to 25 mph).

Police Chief Bill Westenberger and Lieutenant Joseph Morgan presented an item that started with a citizen complaint from Micah Fincher who lives in the Pine Hills subdivision. Mr. Fincher was concerned about traffic speeds at the intersection of Big Shanty Road and Duncan Road. Lieutenant Morgan was tasked with investigating the issue and coming up with a resolution. Mr. Fincher complained that several citizens walk along the road frequently with children or pets while the traffic beside them speeds by and while not stopping properly. The citizens in that area would like to see the speed limit change from thirty-five miles per hour to twenty-five miles per hour on Big Shanty Drive and from thirty miles per hour to twenty-five miles per hour on Duncan Drive.

After several talks with Lieutenant Morgan, Mr. Fincher took it upon himself to have everyone in the area sign a petition of support for the speed changes. Lieutenant Morgan completed some informal surveys of the area and found that the majority of the traffic on the road was over forty miles per hour in addition to improper stopping at the stop sign. Lieutenant Morgan then gave some statistics about the residences in the area along with the type and frequency of citations given out in the past.

Councilmember Ferris noted that he lived next to the area in question and has not seen the traffic issues as originally stated. He said that it seems as though the police department has a tendency to resolve a lot of issues by just lowering the speed limit. Councilmember Ferris added that people do not pay attention and do as they please. He stated that the amount of citations in the area is a good revenue source for the city and stated his opposition to the speed changes. Next, he stated that he would like to see the neighborhoods finish their construction before the area is re-evaluated for changing traffic patterns.

Chief Westenberger and Councilmember Ferris discussed the traffic counters that were bought for the city years ago and putting them into use for formal data collection in this area. Chief Westenberger then explained that such a project would be taxing on staff to complete and confirmed that this is the direction Council wanted to pursue. He noted that the Covid-19 pandemic significantly changed the traffic patterns, and there is less general regard for safety among the public. Chief Westenberger then publicly announced that the Kennesaw City Police Department is dedicated to safety and not

profit.

Mayor Pro Tem Viars then gave the opinion, as a frequent pedestrian herself, that she would at least like to see the formally collected data. She stated that the goal of the city is to build a walkable downtown area and with the aforementioned area now part of the Central Business District, people need to slow down and be more aware.

Councilmember Jones stated he would be supportive of a lower speed limit and suggested having signs with flashing lights. Councilmember Ferris and Councilmember Jones discussed more ideas about lights and rumble strips to help grab the attentions of drivers. Councilmember Sinclair added that he would support the twenty-five mile per hour change to Duncan Road, but emphasized that Big Shanty Road is such a long road that lowering the speed limit too much would frustrate people. He supports the city having more walkability and bikeability throughout. Mayor Easterling concluded the conversations by asking Kennesaw Police to conduct a more in-depth study by using the traffic counters and promoting citizen safety. The Council then thanked Lieutenant Morgan for his hard work.

#### **14. Information Technology**

#### **15. Public Works**

- A. Approval of RESOLUTION to award bid and authorize the Mayor to sign the attached contract to F. S. Scarbrough, LLC for resurfacing of various streets - 2023 LMIG

*[Mayor Easterling excused himself from the discussion of this item due to having property on one of the roads included in the project].*

Public Works Director Ricky Stewart presented a resolution to award the bid and contract to F.S. Scarbrough, LLC for the resurfacing of various streets. The city solicited bids for three streets: Morningside Trail between Somerset Ridge and Greensward View, Park Trace between Brandywine Road until the end of the cul-de-sac and Winterthur Main between Legacy Park Circle and Somerset Ridge. F.S. Scarborough was the lowest bidder at \$147,402.00. Public Works Director Stewart recommended approval.

#### **16. Recreation and Culture**

- A. DISCUSSION ONLY: Amphitheater Naming Rights

Assistant Parks and Recreation Director Bill McNair discussed naming rights of the new amphitheater in Depot Park accompanied by Partnerships and Events Specialist Mara Clauson and Special Event Coordinator Brittani Farmer. Mr. McNair expressed his excitement about the construction of the amphitheater and hoped to have its inaugural event in May 2024. He discussed the reason why the amphitheater needed to be bid out for naming and the effect that it has on getting Kennesaw's name out to the surrounding communities. Mr. McNair gave a few updates about the meetings he has had with other city staff and the upcoming meetings that he would be involved in as

well.

Ms. Clauson requested authorization to move forward with the request for the bid portion of the project in June. She stated that bids for naming rights usually start several months to a year before the project is constructed, so she is eager to get started. She has been contacted by partners in many different industries interested in this project. Ms. Farmer gave an update on the various departments she is working with and the larger impact that this amphitheater will have on the community. She shared she will provide another update six to eight months from now as the project gets closer to completion.

Councilmember Ferris asked how the request for bids will be broadcasted to potential partners. Ms. Clauson answered her department has collected a target list of companies they think would be a good fit as well as posting the information on the website for public consumption. He followed up with the question of how the Amphitheater Committee was going to assist with the request for bids as well. Mr. McNair responded they are looking to get them involved in the naming, but wanted to get the city side of things worked out before bringing them into the picture.

Councilmember Ferris advised staff to use any contacts available to the fullest extent in order to bring more valuable resources to this project. He also asked what the time frame for a “naming right” would look like and if it renews. Mr. McNair shared it can be anywhere between three years to ten years for rights, but he is looking at the three to five year range and plans to renew again after that.

## **17. Community Development**

- A. Parcel Combination plat application submitted by Surina Narine and Avery Richardson for 0 Live Oak Drive (20017701170) and 0 Live Oak Drive (20017701180). Case number PC2023-05.

Assistant Planning and Zoning Administrator Albert Trevino presented a parcel combination plat application submitted by Surina Narine and Avery Richardson for 0 Live Oak Drive (20017701170) and 0 Live Oak Drive (20017701180). The applicants desire to take two vacant parcels and combine them into one parcel. The property owner plans to build a single family home on the site. Mr. Trevino noted there is a stream running along the back portion of the property. He also mentioned building plans for this site have not been submitted, but when they are ready, staff will need to confirm they conform to the R15 zoning district standards. Plan Review has authorized this plat application, along with the Cobb County Fire Department and Cobb County Water, and recommended approval.

## **18. Public Comment/Business from the Floor**

## **19. City Manager's Report**

- A. Approval of the Amended and Restated Galleria Convention Funding and Operating Agreements with the Cobb-Marietta Coliseum and Exhibit Hall



Authority.

City Manager Jeff Drobney presented an amended and restated Galleria Convention Funding and Operating Agreements with the Cobb-Marietta Coliseum and Exhibit Hall. He reminded Council these agreements have been in place since 1993, and that this item is a re-authorization of the current agreement. Dr. Drobney noted the terms and calculations are unchanged and the collection/distribution rates remain unchanged as well. Further, the only change made was to allow additional updates to the gallery and ballrooms. There may also be a hotel that will be moving into the Galleria area as well in the near future. Dr. Drobney mentioned that every other city in Cobb County has approved this item, and Kennesaw is the last on the list to do so. The City Manager recommended approval and stated that Legal had reviewed both agreements.

Councilmember Jones asked why the city did not have representation on the Cobb-Marietta Coliseum and Exhibit Hall Authority. Dr. Drobney responded that representation on the board was not possible due its composition being dictated by state law. Councilmember Jones then asked if there was an avenue to change the law and allow for city representation. Dr. Drobney answered there are avenues to change the law, but there would need to be a legislative sponsor in order to achieve that goal. He also added that there would need to be support from the Cobb delegation.

Councilmember Jones expressed displeasure at the fact that the city has been a part of this agreement for thirty years and is not able to have proper representation. Mayor Easterling encouraged Councilmember Jones to find a sponsor if he would like to pursue having representation and advocate for that right if he saw fit. Councilmember Ferris also expressed displeasure at this issue and noted that other cities have representation. He recalled in the past speaking to certain Cobb Municipal Association members and not being able to get them to budge on supporting an initiative of this kind. Councilmember Jones wanted to wait on the initiative, but Dr. Drobney notified him the deadline for amending and restating the agreements was coming up soon.

- B. Recommendation of the City Manager to ratify the appointment of Assistant Parks and Recreation Director, Bill McNair, to Parks and Recreation Director.

City Manager Jeff Drobney formally announced the appointment of Assistant Parks and Recreation Director, Bill McNair, to Parks and Recreation Director.

## **20. Mayor's Report**

## **21. Council Comments**

## **22. Executive Session**

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

## **23. Adjourn**

Mayor Easterling adjourned the meeting at 7:08 P.M. The next regular meeting will be held Monday, June 5th, 2023 at 6:30 P.M. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

DRAFT

**MINUTES OF CITY COUNCIL MEETING  
CITY OF KENNESAW  
Council Chambers  
June 5, 2023  
6:30 PM**

---

|                  |                                                                                                                                                                                                                                             |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Present          | Mayor Derek Easterling<br>Mayor Pro Tem Tracey Viars<br>Councilmember Pat Ferris<br>Councilmember Antonio Jones<br>Councilmember Trey Sinclair<br>City Clerk Lea Alvarez<br>City Manager Jeff Drobney<br>City Attorney Randall Bentley, Sr. |
| Present via Zoom | Councilmember Lynette Burnette                                                                                                                                                                                                              |

**1. Invocation**

City Attorney Randall Bentley, Sr. led the invocation.

**2. Pledge of Allegiance**

Scout Troop 422 led the Pledge of Allegiance.

**3. Call to Order**

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

**4. Announcements**

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

## **5. Presentations**

Mayor Derek Easterling presented Kennesaw City Court Clerks Brittany Swiney, Lisa DiGiovanni and Kelly Hardin with the proclamation celebrating the week of June fifth to be Municipal Court Clerk Week.

- A. A PROCLAMATION declaring June 5-9, 2023 as Municipal Court Clerks Week in the City of Kennesaw.

Mayor Derek Easterling presented a proclamation declaring June 5-9, 2023 as Municipal Court Clerks week in the City of Kennesaw to our Court Services department. We thank you for all you do!

## **6. Public Comment/Business from the Floor**

*[The City Attorney swore-in any witnesses or individuals offering comments on the agenda].*

6:37 p.m. Floor Open for Public Comments

No Comment.

6:38 p.m. Floor Closed for Public Comments

## **7. Old Business**

## **8. New Business**

## **9. Committee and Board Reports**

## **10. Public Hearing(s)**

- A. FIRST PUBLIC HEARING: Approval of RESOLUTION adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2023-2027. No action will take place until the regularly scheduled June 19, 2023, Mayor and Council meeting. Case# MISC2023-04.

Assistant Planning and Zoning Administrator Albert Trevino presented this item as the first of two public hearings in order to meet a two-meeting requirement before adoption of the Capital Element and Short Term Work Program. This plan will span from 2023 until 2027. He noted that the city collects impact fees from new multifamily and commercial structures. As per state law, the city is required to show its short term and long term projects as well as the accompanying financial statements. This item has been reviewed and accepted by the Atlanta Regional Commission and the State Of Georgia Department Of Community Affairs. Planning and Zoning will continue with the required hearings in order to stay in compliance and this item will be voted on at the June 19, 2023 regular City Council meeting.

6:39 p.m. Floor Open for Public Comments

No Comment.

6:40 p.m. Floor Closed for Public Comments

Action will not be taken on this item until the June 19, 2023 regular City Council meeting at 6:30 p.m.

## **11. Consent Agenda**

- A. Approval of the May 1, 2023 City Council executive session minutes.
- B. Approval of the May 8, 2023 City Council work session minutes.
- C. Approval of the May 15, 2023 City Council regular meeting minutes.
- D. Approval of RESOLUTION and authorization for the Mayor to execute the Lease Supplement with Georgia Municipal Association (GMA) for the direct leasing program for two (2) 2022 Ford Interceptors for Police use.

### **RESOLUTION NO. 2023-25, 2023**

- E. Parcel Combination plat application submitted by Surina Narine and Avery Richardson for 0 Live Oak Drive (20017701170) and 0 Live Oak Drive (20017701180). Case number PC2023-05.

Motion by Mayor Pro Tem Viars to approve the Consent Agenda engross. Seconded by Councilmember Ferris.

Vote taken, motion unanimously approved 5-0. Motion passed.

## **12. General and Administrative**

- A. Consideration for approval of an Alcohol License for Beer and Sunday Sales for Lukes of Kennesaw LLC d/b/a Buffalo Lukes located at 2768 Cobb Pkwy, Kennesaw, GA 30152. Applicant: Robert Stoll.

Business License Manager Derek Cox presented this item on behalf of Buffalo Lukes. This business is applying for a Beer and Sunday Sales Alcohol License. The business owner has completed the necessary workshops, and signs have been posted and properly advertised. He did make the Council aware that this business is located within 600 feet of the Ben Robertson Community Center and Adams Park and asked the Council to make an exception and waive the distance requirement. Mr. Cox also acknowledged the applicant, Robert Stoll, was present in the Chambers. Councilmember Ferris then asked when Mr. Stoll planned on opening, and he replied hopefully within the next 30 days.

Motion by Councilmember Jones to approve an Alcohol License for Beer and Sunday Sales for Lukes of Kennesaw LLC d/b/a Buffalo Lukes located at 2768 Cobb Parkway, as presented, as well as waiving the 600 feet distance requirement as allowed for in the Code. Seconded by Councilmember Sinclair.

Vote taken, motion unanimously approved 5-0. Motion carried.

### **13. Public Safety**

### **14. Information Technology**

### **15. Public Works**

- A. Approval of RESOLUTION to award bid and authorize the Mayor to sign the attached contract to F. S. Scarbrough, LLC for resurfacing of various streets - 2023 LMIG

*[Mayor Easterling recused himself from discussion and voting on item 15. A due to the proximity of his residence to the project. Mayor Pro Tem Viars called for a motion, second, discussion, and vote].*

Public Work Director Stewart presented this item and spoke about awarding the bid and contract to F.S. Scarbrough, LLC for the 2023 LMIG Street Resurfacing Project. There were originally seven bids submitted for the resurfacing of three streets: Morningside Trail between Somerset Ridge and Greensward View, Park Trace between Brandywine Road and the end of the cul-de-sac, and Winterthur Main between Legacy Park Circle and Somerset Ridge. F.S. Scarborough was the lowest bidder at \$147,402.00. Public Works Director Stewart recommends approval.

Motion by Councilmember Jones to approve [RESOLUTION NO. 2023-26, 2023](#) awarding the bid and contract to F.S. Scarbrough, LLC for the resurfacing of various streets. Seconded by Councilmember Sinclair.

Councilmember Jones inquired about whether the street resurfacing would address the elevated sewer holes on a few of the streets. Public Works Director Stewart replied that the elevation of the sewer holes would be addressed to be flush with the rest of the road.

Vote taken, motion unanimously approved 5-0. Motion carried.

### **16. Recreation and Culture**

### **17. Community Development**

### **19. City Manager's Report**

- A. Reports, Discussions, and Updates
- B. Approval of the Amended and Restated Galleria Convention Funding and Operating Agreements with the Cobb-Marietta Coliseum and Exhibit Hall Authority.

City Manager Jeff Drobney reminded Council that Cobb Galleria representatives Rob Turner and Michelle Swan presented the renewal of the Galleria Convention Funding and Operating Agreements with the Cobb-Marietta Coliseum and Exhibit Hall Authority. He stated that these agreements have been in place since 1993 and that this is just a

re-authorization of the current agreement. The City Manager recommended approval and stated that Legal had reviewed everything.

Motion by Councilmember Viars to approve the amended and restated Galleria Convention Funding and Operating Agreements with the Cobb-Marietta Coliseum and Exhibit Hall Authority, as presented. Seconded by Councilmember Sinclair.

Councilmember Ferris asked if there were any amendments to the original document that were questioned by Legal. Dr. Drobney responded there were no changes to the original documents.

Vote taken, motion unanimously approved 5-0. Motion carried.

- C. Recommendation of the City Manager to ratify the appointment of Assistant Parks and Recreation Director, Bill McNair, to Parks and Recreation Director.

City Manager Jeff Drobney gave a brief overview of the interview process and Assistant Parks and Recreation Director Bill McNair's accolades. Dr. Drobney then recommended that Mr. McNair be appointed to Parks and Recreation Director.

Motion by Councilmember Jones to ratify the appointment of Assistant Parks and Recreation Director, Bill McNair, to Parks and Recreation Director. Seconded by Mayor Pro Tem Viars.

Vote taken, motion unanimously approved 5-0. Motion carried.

## **21. Council Comments**

Councilmember Burnette is looking forward to coming home from her travels abroad.

Councilmember Jones said it was a great weekend for the police and the community at the car show. He then shouted out to Officer Irvin for his beautiful car that he brought to the show.

Councilmember Ferris noted the great events that are coming up in the city, such as the third of July Celebration, Farmers Markets, the races and many other events.

Councilmember Sinclair congratulated Parks and Recreation Director Bill McNair for his new appointment and was thankful to Scout Troop 422 for coming out to the meeting.

Mayor Pro Tem Viars praised Officer Buchanan for the wonderful job he did with the car show this past weekend. She also brought awareness to the First Friday Concert and thanked Mayor Easterling for letting her act on his behalf during the meeting.

## **20. Mayor's Report**

*[This item was taken out of order and Mayor Easterling returned to this item after Council Comments]*

A. Acceptance of the resignation of Joe Bozeman from the Cemetery Preservation Commission

Mayor Easterling called for the acceptance of Mr. Joe Bozeman's resignation from the Cemetery Preservation Commission.

Motion by Councilmember Ferris to accept the resignation of Joe Bozeman from the Cemetery Preservation Commission. Seconded by Councilmember Sinclair.

Vote taken, motion unanimously approved 5-0. Motion carried.

**18. Public Comment/Business from the Floor**

*[This item was taken out of order and Mayor Easterling addressed it after the Mayor's Report]*

6:53 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett gave a historical lesson about a town called Kenesaw, located in Nebraska. (Exhibit A)

6:54 p.m. Floor Closed for Public Comments

**22. Executive Session**

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

**23. Adjourn**

Mayor Easterling adjourned the meeting at 6:55 p.m. The next regularly scheduled meeting will be held Monday, June 19th, at 6:30 P.M. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

---

Lily Smith, Deputy City Clerk



# KENNESAW HISTORY

## Kenesaw, Nebraska

Main Street in Kenesaw,  
Nebraska

Circa 1922



In 1871, as the Chicago, Burlington and Quincy Railroad, was built across the state of Nebraska, the new towns along the line were named alphabetically. After naming Harvard, Inland, and Juniata a name starting with K was needed. One individual, whose name has been lost to history, suggested the town be named after the Battle of Kennesaw Mountain. The battles name was sometimes written with two ns, while others spelled it with just one. The railroad chose the latter option, and Kenesaw, Nebraska, was born.

The first settlers arrived in 1872, and the Village of Kenesaw was incorporated in 1884. It would be another three years before Kennesaw, Georgia, was incorporated. Today, Kenesaw, Nebraska, has less than 1,000 residents. While there have been apartment buildings, hotels, and bars across the United States called Kennesaw, Georgia and Nebraska have the only communities with this name.

Presented by Andrew J. Bramlett  
at the June 5, 2023,  
City of Kenesaw Mayor &  
Council Meeting

KENNESAW  
HISTORICAL  
SOCIETY

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR  
Mayor & Council Regular Meeting  
6/5/2023  
Public Comment Sign-in

|    | Name               | Address                        | Topic         |
|----|--------------------|--------------------------------|---------------|
| 1  | Andrew J. Bramlett | 2990 Summerfield Ct., Kennesaw | Local history |
| 2  |                    |                                |               |
| 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:** Derek Cox, Business License Manager  
**DATE:** June 19, 2023  
**TITLE:** Consideration for approval of a Temporary Use Permit for TNT Fireworks. Applicant: Laura Martin.

---

### Summary:

This Temporary Use Permit request is for TNT Fireworks to sell fireworks in the parking lot located at 2500 North Cobb Parkway, Kennesaw, Georgia 30152. Property owner, Mr. Ben Kushner with The Crossings Partners, LLC, has given written permission to conduct this on his property from June 14, 2023 through July 5, 2023. Attached is a plat of where the stand will be placed. A similar temporary fireworks sale was conducted at the same location in June 2022. This approval is contingent upon passing the Cobb County Fire Marshal's inspection.

### Recommendation:

The Finance Director recommends approval

### Fiscal Impact:

100-000-31-6100 - \$500.00

### Attachments:

1. TNT Fireworks Temporary Use Application\_Redacted



City of Kennesaw  
2529 J.O. Stephenson Avenue  
Kennesaw, GA 30144  
770-424-8274  
770-429-4559 Fax  
www.kennesaw-ga.gov

**TEMPORARY USE APPLICATION  
(REQUIRES MAYOR & COUNCIL APPROVAL)**

Name of Business TNT Fireworks

Business Location (drawing of property required) 2500 North Cobb Parkway

City Kennesaw State GA Zip            Phone # 404-545-1087

Nature of Temporary Use consumer legal fireworks

Nature of Merchandise, wares or items for sale Fireworks

Dates of Temporary Use (not to exceed 30 days) June 14 - July 5th

Name of Applicant Laura Martin

Home address of Applicant 105 S.E. Fingham Plantation Dr

City Builton State GA Zip 3312 Phone #           

Legal Owner of Property (notarized letter of permission required)

Name The Crossing Partners Address 1924 Birmingham Hwy

City Alpharetta State GA Zip 30004 Phone # 77-886-1963

Regulatory Fee Paid 500.00

If tent to be set up at location, check here stand Tent Size 16x48

Date of Mayor & Council            Approved            Denied           

Permit Issued            Permit Expires           

Tent Permit Issued - if applicable           

**\*\*Please have tent ready for inspection 24 hours before event starts. Tents are only inspected Monday - Friday 8:00 - 3:00 by appointment only. Any questions regarding inspections, please call (770) 429-4554**

**Temporary Use Certificates shall not exceed 30 days in length**

**Notarized letter granting permission from property owner required**

**Plat or drawing of property showing all intersections, parking, zoning, existing, structures and location of temporary use required**

**No signs, merchandise, or parking shall encroach on right of way**

9/10/12

Temporary Use Application (Continued)

Name of Business TNT Fireworks

I understand that this permit is a privilege and it may be revoked at anytime. I am also aware that soliciting or canvassing outside the allowed hours can result in revocation of this permit and/or a citation. In addition, I understand that my business must conform to all rules and regulations of the City of Kennesaw and I must produce a copy of this permit upon request.

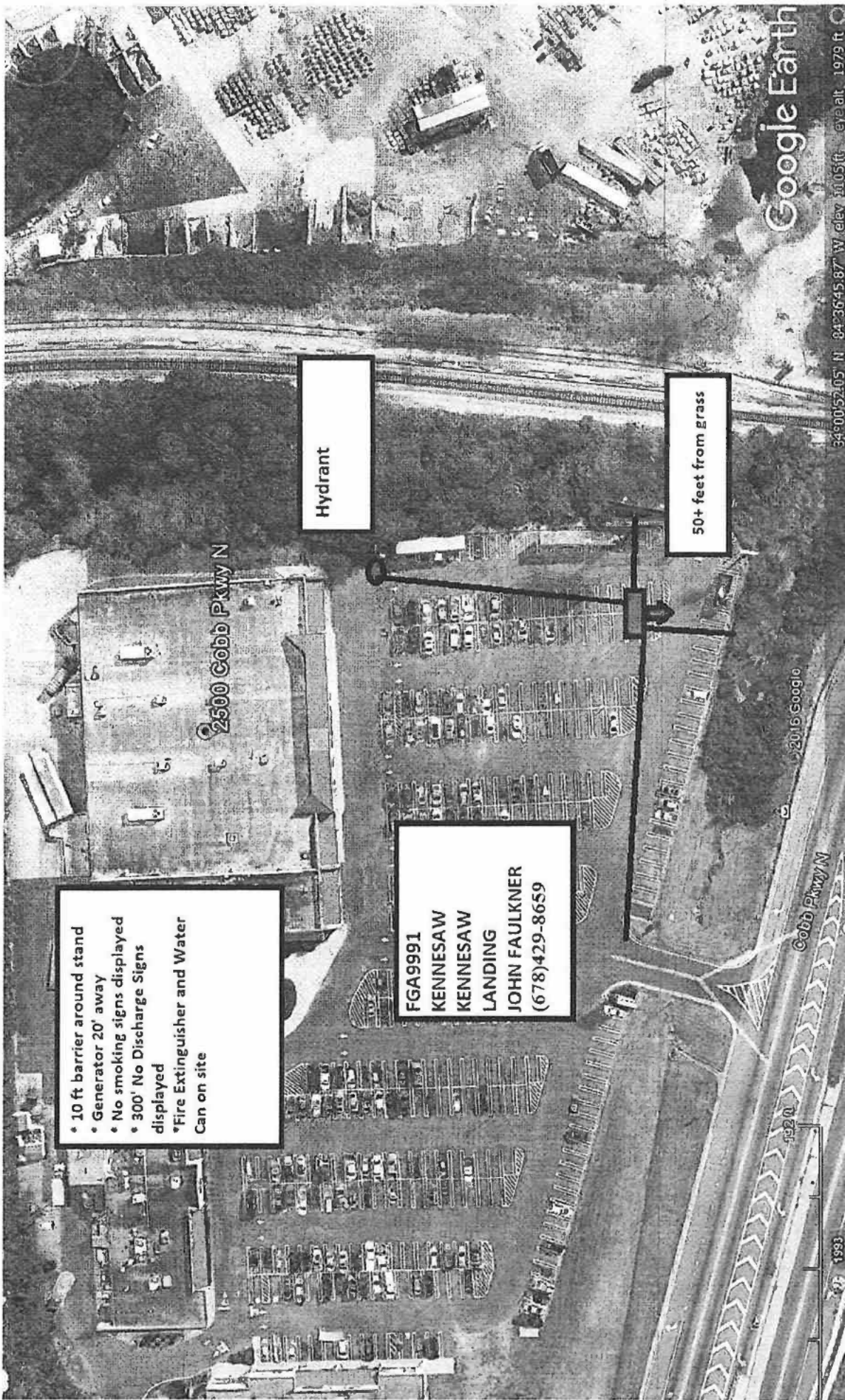
Applicant Signature *A. Martin* Date 4/2/23

\*\*\*\*\*  
(OFFICE USE ONLY)

Chief of Police: \_\_\_\_\_ Date \_\_\_\_\_

City Manager: \_\_\_\_\_ Date \_\_\_\_\_

Business License Clerk: \_\_\_\_\_ Date \_\_\_\_\_



- \* 10 ft barrier around stand
- \* Generator 20' away
- \* No smoking signs displayed
- \* 300' No Discharge Signs displayed
- \* Fire Extinguisher and Water Can on site

FGA9991  
KENNESAW  
KENNESAW  
LANDING  
JOHN FAULKNER  
(678)429-8659

Hydrant

50+ feet from grass

Google Earth

34°00'52.05" N 84°36'45.87" W elev 110.5 ft eye alt 1979 ft



800.243.1189

County Cobb

C. Landlord and Tenant agree:

1. ~~Tenant shall have the right to terminate this lease for any reason and shall be entitled to a refund of all prepaid rent or Tenant shall have the right to terminate the lease for a single Season and receive a refund of prepaid rent for such Season if the Location has not yet been occupied.~~
2. Tenant may elect not to operate a retail fireworks outlet at the Location for any one or more seasons without requesting a refund of any prepaid rent or terminating the Lease, and the Lease shall continue in full force and effect.
3. Tenant believes that the Location can be operated for the storage and retail sale of consumer fireworks, however, if any governmental authority (whether federal, state, or local) having proper jurisdiction over the Location enacts, issues, or modifies any applicable law, order, ordinance or regulation affecting the storage or retail sale of consumer fireworks, Tenant shall not be obligated for the payment of rent under the lease, or if the payment of rent has already been made to the Landlord, the Landlord shall refund the rent payment within 10 days of request by the Tenant.
4. This Lease shall be automatically renewed on the same terms and conditions as set forth above for each Season through 2024\_\_ unless cancelled by Tenant prior to January 1. If Landlord receives an offer to lease the Location for sale of fireworks at any time prior to the first anniversary of the termination of this Lease for any reason other than Tenant's default, Landlord shall give Tenant notice of such offer, and Tenant shall have the right of first refusal to extend the term of the Lease on the same terms and conditions as the offer.
5. Landlord acknowledges that Tenant may designate another person or entity to operate the retail fireworks outlet at the Location but Tenant shall remain liable for all of Tenant's obligations hereunder.
6. An Addendum of N/A\_\_ pages is attached hereto.
7. This Lease, or any subsequent amendments, shall not be valid unless signed by Tenant's home office representative.

**LANDLORD**

Name: The Crossing Partners, LLC

Address: 19241 Birmingham Hwy

City, State, Zip: Alpharetta, Ga 30004

Phone: 770.886.1963

Tax ID #: 58-2562235

Email: ctsephenson@bfkco.com and kwolters@bkfco.com

**ADDITIONAL INSURED, IF ANY**

Name: The Crossing Partners, LLC

Address: 19241 Birmingham Hwy

City, State, Zip: Alpharetta, Ga 30004

Phone: 770.886.1963

**LANDLORD**

Signature: 

Print Name: Ben F Kushner

Date Signed: 3-13-23

**TNT FIREWORKS**

Signature: Preston Platt

Print Name: Preston Platt

Date Signed: 3/13/2023

Revised 03/30/2020

BB

3/13/2023





**JOHN F. KING**

COMMISSIONER OF INSURANCE  
SAFETY FIRE COMMISSIONER

**STATE OF GEORGIA**

OFFICE OF

**GEORGIA SAFETY FIRE COMMISSIONER**

620 West Tower, 2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334

License No. **CFB21-000107**

## Consumer Fireworks Distribution License

The following Branch Store, as defined in NFPA 1124, 2006, is authorized to sell Retail fireworks in accordance with the Rules and Regulations of the Safety Fire Commissioner, Chapter 120-3-22 and O.C.G.A. Section 25-10-5 under the license of it's main office as also defined in NFPA 1124, 2006, shown below.

**License Holder:**

4511 Helton Drive  
Florence, AL 35630

**Store Name:**

Kroger #0446  
3895 Cherokee ST N.W.  
Kennesaw GA 30144

This certificate is dependent on the status of the main office license. Provided that license remains in good standing, this certificate will expire on January 31, 2024

**Maximum Poundage: 1000 lbs**

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

CRAIG LANDOLT  
INTERIM FIRE MARSHALL



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2023

11/1/2022

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).

|                                                                                                                                                |                                                                                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b> Lockton Companies<br>3280 Peachtree Road NE, Suite #250<br>Atlanta GA 30305<br>(404) 460-3600                                  | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C, No):</b>                                                                                                |
| <b>INSURED</b> 1359629 American Promotional Events, Inc.<br>DBA TNT Fireworks, Inc.<br>P.O. Box 1318<br>4511 Helton Drive<br>Florence AL 35630 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Everest Indemnity Insurance Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                                                                | <b>NAIC #</b> 10851                                                                                                                                                                                    |

**COVERAGES** **CERTIFICATE NUMBER:** 13367017 **REVISION NUMBER:** XXXXXXXX

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 SUBR INSD Y/YD                 | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                           |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y N                                 | SI8GL00242221  | 11/1/2022               | 11/1/2023               | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COM/POP AGG |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                            |                                     | NOT APPLICABLE |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                              |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                                                                         |                                     | NOT APPLICABLE |                         |                         | EACH OCCURRENCE<br>AGGREGATE                                                                                                                                     |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                | Y/N<br><input type="checkbox"/> N/A | NOT APPLICABLE |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT          |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: FGA9991; Property located at Kennesaw Landing at 2500 N. Cobb Parkway, Kennesaw, GA 30152; Group of Interested Citizens; Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

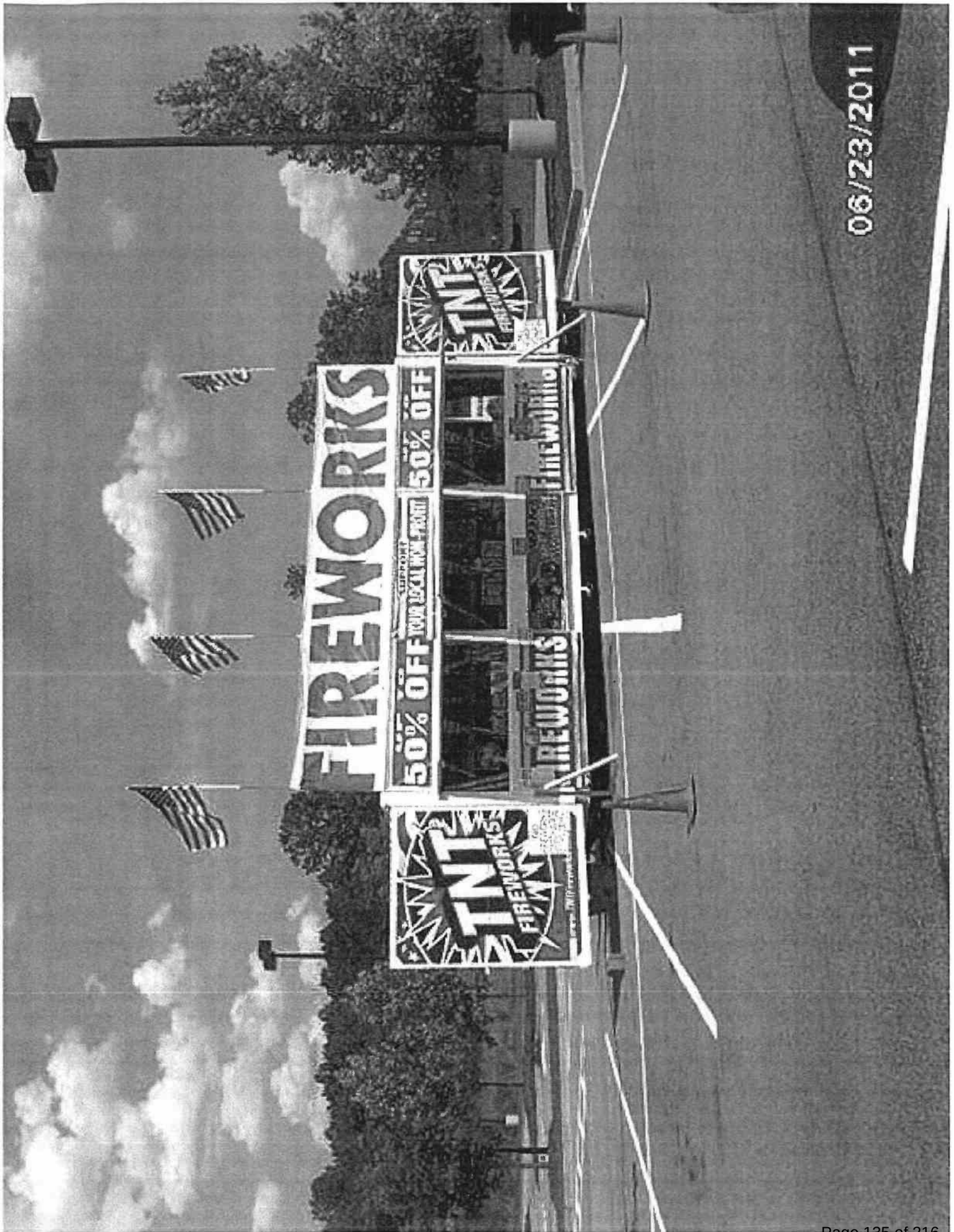
**13367017**

The Crossing Partners, LLC  
19241 Birmingham Highway  
Alpharetta GA 30004

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.



06/23/2011



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Bill Westenberger, Chief of Police  
**DATE:** June 19, 2023  
**TITLE:** Receipt of the May 2023 Crime Statistics.

---

**Summary:**

**Recommendation:**

**Fiscal Impact:**

**Attachments:**

1. 2023 May Crime Statistics (M+C)



# May 2023 Crime Statistics

## Summary

May 2023 Group A Offenses (29) decreased by 26% compared to May 2022 (39). A vast majority of the crimes reported in May 2023 were larcenies (14). This trend is also present in the data collected for crimes reported in May 2022. Larcenies account for approximately 48% (14) of the crimes that have occurred within our jurisdiction in May 2023. Out of the 858 traffic stops in May 2023, (1,127) resulted in Citations and 25% (287) Warnings. There were a total of 90 Adult Arrests that took place during the month, which is a 3% decrease from May 2022 (93).

| Crimes              | May 2023 | May 2022 | YTD<br>(01/01/2023) – (05/31/2023) | YTD<br>(01/01/2022) – (05/31/2022) |
|---------------------|----------|----------|------------------------------------|------------------------------------|
| Assault Offenses    | 7        | 4        | 28                                 | 16                                 |
| Motor Vehicle Theft | 2        | 7        | 4                                  | 13                                 |
| Burglary            | 3        | 2        | 12                                 | 12                                 |
| Homicide            | 0        | 0        | 0                                  | 0                                  |
| Larceny             | 14       | 19       | 115                                | 113                                |
| Sex Offenses        | 2        | 6        | 11                                 | 11                                 |
| Robbery             | 1        | 1        | 5                                  | 1                                  |
| Total               | 29       | 39       | 175                                | 166                                |

|                              | April 2023   | April 2022 | YTD<br>(01/01/2023) – (04/30/2023) | YTD<br>(01/01/2022) – (04/30/2022) |
|------------------------------|--------------|------------|------------------------------------|------------------------------------|
| Dispatched Calls for Service | 501 (-375)   | 876        | 3,513 (-716)                       | 4,229                              |
| Self-Initiated Activity      | 1,086 (+7)   | 1,079      | 5,433 (+668)                       | 4,765                              |
| Traffic Citations            | 1,127 (+209) | 918        | 5,503 (+1,163)                     | 4,340                              |
| Traffic Warnings*            | 287 (-132)   | 419        | 1,459 (-722)                       | 2,181                              |
| Arrests*                     | 90 (-3)      | 93         | 448 (+21)                          | 427                                |

\*Warnings do not include verbal warnings  
\*Arrest statistics does not include juveniles

Bill Westenberger  
Chief of Police



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



Bayleigh Brown  
Crime/ Intelligence  
Analyst



## Item Report

**TO:** The Honorable Mayor and City Council  
**FROM:** Ricky Stewart, Public Works Director  
**DATE:** June 19, 2023  
**TITLE:** Approval of RESOLUTION to award bid and authorize the Mayor to sign a contract with Proshot Concrete, Inc. for the 2023 Pipe Rehabilitation Project.

---

### Summary:

A request for bids was advertised to repair failing storm water pipes throughout the city. Eight (8) bids were received, with Proshot Concrete, Inc., being the lowest bid in the amount of \$288,443.00.

### Recommendation:

The Public Works Director recommends approval and requests the Mayor to sign the attached resolution and contract.

### Fiscal Impact:

560-4320-54-142000-00000 - Storm Water Construction & Improvement

### Attachments:

1. RESOLUTION - 2023 Pipe Rehabilitation - Proshot
2. Contractor Agreement - Proshot Concrete - 2023
3. Proshot Concrete Bid
4. Completed Bid Log

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2023-\_\_\_\_, 2023**

**RESOLUTION TO APPROVE BIDS AND AWARD CONTRACT TO PROSHOT  
CONCRETE, INC. FOR 2023 PIPE REHABILITATION PROJECT**

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

**WHEREAS**, the City solicited bids to engage a qualified and experienced Contractor to provide stormwater rehabilitation for various storm pipes throughout the City; and

**WHEREAS**, Eight bids were received with Proshot Concrete, Inc. being the lowest bid; and

**WHEREAS**, Proshot Concrete, Inc. has represented to the City they are experienced and qualified to perform the project; and

**WHEREAS**, Proshot Concrete, Inc. has offered to provide the required construction services for an amount of \$288,443.00.

**BE IT RESOLVED** the Kennesaw City Council authorizes the Mayor to execute a contract with Proshot Concrete, Inc. to perform described work as shown as Attachment A.

**BE IT FURTHER RESOLVED** this Resolution shall become effective from and after its adoption and execution by the mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_ day of June, 2023.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
Lea Alvarez, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

**CONTRACTOR AGREEMENT**  
**CITY OF KENNESAW**  
**2023 PIPE REHABILITATION PROJECT**

This Agreement is executed this \_\_\_\_ day of July 2023, by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and Proshot Concrete Incorporated, hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this Agreement, which are attached hereto as Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

**1. Adequate Personnel; Conditions.**

The Contractor hereby warrants that it possesses adequate personnel, equipment, and financial strength to perform each and every obligation contained in the Agreement documents. The Contractor further warrants that it does not have preexisting business commitments, which would prevent it from successfully completing each and every term of this Agreement. Contractor warrants that it is professionally and fully qualified to act as the general contractor for the work designated herein and is and will remain licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Contractor or the work designated herein.

**2. Duration.**

This Agreement shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described within 90 days of issuance of Notice To Proceed, unless sooner terminated pursuant to the provisions contained herein.

**3. Price.**

The parties have stated the Contract Price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The Contract Price for Exhibit “A” is two hundred eighty-eight thousand, four hundred forty-three dollars (\$288,443.00).

**4. Time of Essence.**

Time is of the essence for the completion of all work pursuant to this Agreement. It is hereby understood and mutually agreed by the parties that the beginning date, rate of progress, and time for completion of the work designated herein are essential conditions of this Agreement. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood that the time for completion of the work described herein is a reasonable time for the completion of the same.



**5. Governing Law.**

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this Agreement is executed in Cobb County, Georgia and that the Agreement is to be performed in the City of Kennesaw, Georgia. Each party hereby consents to the Cobb Superior Court's sole jurisdiction over any dispute, which arises as a result of the execution or performance of this Agreement, and each party hereto waives any and all objections to venue in the Cobb Superior Court.

**6. Assignments.**

The Contractor shall not assign or subcontract, in whole or on part, its rights, or obligations pursuant to this Agreement, or any moneys due or to become due hereunder, without the prior written consent of the City.

**7. Modification.**

This Agreement shall not be modified verbally. Any modification of the terms of this Agreement shall be reduced to writing and signed by the duly authorized representative of each party hereto.

**8. Due Diligence.**

The Contractor shall perform all authorized work pursuant to this Agreement promptly and diligently in a good, proper, and workmanlike manner in accordance with the terms of this Agreement.

**9. Risk of Loss.**

The Contractor shall be responsible for, and bear the expense of, any damage to or destruction of the goods and supplies furnished pursuant to this Agreement until such goods or supplies are delivered to, and accepted by, the City at 2529 J.O. Stephenson Avenue, Kennesaw, Cobb County, Georgia or such other destination as is indicated in the special provisions attached hereto.

**10. Invoices.**

The City shall have no obligation to pay for the materials furnished pursuant to this Agreement until the Contractor has submitted proper invoices or vouchers describing with specificity the nature of the supplies furnished, the quantity of supplies furnished, and a statement that the supplies are furnished free from any lien or encumbrance.

**11. Taxes.**

The Contractor shall pay all applicable taxes assessed against the supplies, which form the subject of this Agreement.

**12. Permits and Licenses; Inspection; Tests.**

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to

the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

**13. Termination for Cause.**

If the Contractor shall be adjudged as bankrupt, or if it shall make a general assignment for the benefit of its creditors, or if a receiver shall be appointed for the Contractor, or if it shall consistently or repeatedly refuse or fail to supply the products designated herein, or if it should refuse or fail to make payment to persons supplying labor or materials for the products pursuant to the Agreement, or if the Contractor fails to observe or perform the provisions of this Agreement or is guilty of a substantial violation of any provision of the Contract Documents, then the City, after serving at least ten (10) days prior written notice to the Contractor of its intent to terminate this Agreement pursuant to such default, may terminate this Agreement without prejudice to any other rights or remedies provided by law and may take possession of the supplies delivered to the City prior to such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

**14. Inspection.**

The Contractor shall make the materials or supplies, which are the subject of this Agreement available to the City for inspection and testing by the City at the Contractor's expense prior to the Contractor's delivery of the materials or supplies to the City.

**15. Liquidated Damages.**

In the event that the materials which form the subject of this Agreement are not delivered as set forth in the special provisions to this Agreement, the City may terminate this Agreement and recover liquidated damages in an amount set forth in the special provisions to this Agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this Agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies which form the subject of this Agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this Agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors

performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

**16. Contract Documents.**

The Contract Documents are composed of those documents listed in Exhibit A, Special Stipulations. Copies of the Contractor's proposal to furnish the labor, materials, and supplies which form the subject of this Agreement and all drawings and specifications submitted during the bidding process are attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall list each such document and describe each original document's location as a part of the special provisions to this Agreement. In the event of conflicting terms or ambiguity between this Agreement and the Contractor's proposal, the Contractor's proposal shall control.

**17. Additional Security.**

The Contractor shall provide additional bond security in the event that the City deems additional security necessary to insure performance of the Agreement.

**18. Accounting and Records Retention.**

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City, and shall be retained for at least six (6) years after expiration of this Agreement, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

**19. Indemnification.**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its elected officials, department heads, agents, attorneys, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorneys fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

**20. Severability.**

In the event that any provision of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

**21. New Materials.**

The Contractor hereby represents and warrants to the City that any and all materials will be new unless otherwise specified, and the Contractor further represents that all work will be of good and workmanlike quality and free from defects in accordance with the specifications.

**22. Set-off.**

In the event that the City accepts supplies with minor defects, the Contractor shall deduct the proportionate cost of such defects from its invoice to the City concerning such supplies.

**23. Defective Materials.**

The Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within the warranty period stated in the special provisions attached to this Agreement.

**24. Defective Materials-Liability.**

No provision contained in this Agreement shall be held to limit the Contractor's liability to the City for defects in the supplies furnished to an amount less than the legal limit of liability in accordance with law.

**25. Manufacturer's Warranties.**

No provision contained in this Agreement shall be construed to limit the terms and conditions of any manufacturer's warranty concerning the supplies furnished pursuant to this Agreement.

**26. Notices.**

Any and all notices pursuant to this Agreement shall be deemed to have been properly delivered when deposited in the United States mail for delivery to the Contractor at the address provided on the Contractor's proposal. Notices to the City shall be deemed to have been properly delivered when mailed to the City Manager, City of Kennesaw, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144-2797.

**27. Bid Bond.**

If a bid bond is required pursuant to the City's specifications, such bond must be in an amount of not less than five percent of the bid submitted by the Contractor. The bid bond will be forfeited if the Contractor fails to execute an Agreement with the City substantially similar to this Agreement within fifteen days after notification of the award of the contract.

**29. Performance and Payment Bonds.**

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred and ten (110%) and one hundred percent (100%) respectively of the new Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City.

The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this Agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

**30. Change Orders.**

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (d) construction design; (e) construction specifications; and (f) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made in the Contract Price of delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt

by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

**31. Variation in Quantity.**

No variation in the quantity of any item or materials called for by this Agreement shall be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing or construction processes, and then only to the extent, if any, specified elsewhere in this Agreement.

**32. Testing.**

All supplies (which term throughout this Agreement includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the City, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

**33. Rejection of Nonconforming Materials.**

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this Agreement, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed, or, if permitted or required by the City, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies/materials or lots of supplies/materials which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the City either: (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned to the City thereby, or (ii) may terminate this Agreement for default. Unless the Contractor corrects or replaces such supplies within the delivery schedule, the City may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances.

**34. Inspection Facilities.**

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall

be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the contract requirements nor impose liability on the City therefore.

**35. Testing-Liability.**

The inspection and testing by the City of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistake as amounts to fraud.

**36. Inspections-Records.**

The Contractor shall provide and maintain an inspection system acceptable to the City covering the supplies/materials and construction hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the City during the performance of this Agreement and for such longer period as may be specified elsewhere in this Agreement.

**37. Payments.**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies/materials delivered and accepted or services or labor rendered and accepted, less deductions, if any, as herein provided.

(a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing its payments for materials and labor, including payments previously made to Subcontractors.

(b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:

- (i) Defective work not remedied;
- (ii) Claims or liens filed;
- (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
- (iv) A reasonable doubt that the Agreement can be completed for the balance then unpaid;
- (v) Damage to a Separate Contractor or to the City or a third party;

(vi) Failure to maintain a rate of progress consistent with the schedule;  
or

(vii) Failure to supply enough skilled workers or proper materials.

When the above grounds are removed, payment shall be made for amounts withheld because of them. With regard to cases (ii) and (iii) above, the City may agree to payment upon receipt of a satisfactory Bond to Discharge Claim in the amount of double the claim. At the option of the City, adherence to the Overall Project Schedule shall be a condition precedent to the right of the Contractor to demand payment of an application for payment or certificate. No omission on the part of the City to exercise the aforesaid option shall be construed to be a waiver of breach of the Overall Project Schedule or acquiescence therein, and the City may exercise its option from time to time and as often as may be expedient.

**38. Termination for Cause.**

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 42, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

- (i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (ii) If the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

**39. Costs to Cure.**

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, 38, or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, 38, and/or Paragraph 46.

**40. Force Majeure.**

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the



Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

**41. Title to Materials Upon Termination.**

If this Agreement is terminated as provided in Paragraph 13, 38, and/or Paragraph 46, the City, in addition to any other rights provided in this Agreement, may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Agreement rights (hereinafter called “construction materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this Agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the Contract Price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services, or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

**42. Review of Termination.**

If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this Agreement, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the City.

**43. Additional Remedies.**

The rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

**44. Subcontractors.**

As used in this Agreement, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier. Contractor assumes full responsibility for the improper acts and omissions of its subcontractors or others employed or retained by Contractor in connection with the work designated herein.

**45. Solicitation of Contract.**

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**46. Termination for Convenience.**

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 38, 40, 41, 43 herein shall apply to the extent applicable.

**47. Contractor's Duties upon Termination.**

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
  - (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and
  - (ii) The completed or partially completed plans, drawings, information, and other property, which, if the Agreement had been completed, would have been required to be furnished to the City.

- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:
  - (i) Shall not be required to extend credit to any purchaser, and
  - (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

**48. Termination-Claims.**

After receipt of a Notice of Termination pursuant to any of the applicable Paragraphs herein, the Contractor shall submit to the City his termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than one (1) month from the effective date of termination, unless one or more extensions in writing are granted by the City upon request of the Contractor made in writing within such one-month period or authorized extension thereof. However, if the City determines that the facts justify such action it may receive and act upon any termination claim at any time after such one-month period of any extensions thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the City may, subject to any review required by the City's procedures in effect as of the date of execution of this Agreement, determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

**49. Settlement of Claims.**

Subject to the provisions of Paragraph 50, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 50 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to

limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

**50. Payment of Claims.**

In the event of the failure of the Contractor and the City to agree upon the amount to be paid to the Contractor by reason of the termination of work, the City shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

- (a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the Agreement, appropriately adjusted for any saving of freight or other charges;
- (b) The total of:
  - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
  - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

The total sum to be paid to the Contractor under (a) and (b) of this Paragraph shall not exceed the total Contract Price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. Except for normal spoilage, and except to the extent that the City shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, the fair market value, as determined by the City, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the City or to a buyer.

**51. Set-Offs from Payment.**

In arriving at the amount due the Contractor there shall be deducted:

- (a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this Agreement;
- (b) any claim which the City may have against the Contractor in connection with this Agreement; and
- (c) the agreed price for, or the proceeds for, any work, services, materials, supplies or other things not provided or performed by the Contractor or sold pursuant to the provisions of this Agreement, and not otherwise recovered by or credited to the City.

**52. Partial Termination.**

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price.

**53. Partial Price.**

The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this Agreement whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due such excess shall be payable by the Contractor to the City upon demand, together with interest computed at the rate of seven (7) percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the City; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

**54. Records Inspection.**

Unless otherwise provided for in this Agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this Agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs or other authentic reproductions thereof.

**55. Compliance**

This Agreement shall be governed by the law of Georgia. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the Work and shall ensure the compliance of its Subcontractors. Without limiting the generality of the foregoing Paragraph, the following laws are specifically referenced:

- (a) Contractor agrees that any payments made by it to any subcontractor, agent or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.

- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
  - (ii) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
  - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.
  - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.

- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying Agreement.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.
- (o) Contractor agrees to comply with all applicable standards, orders, or regulations related to Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Program and assist the City with reporting requirements, if any.

**56. Insurance.**

The Contractor shall be responsible to the City from the time of the signing of the Agreement or the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the Contractor, or any of its Subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf. The Contractor shall procure the insurance coverage identified below at the Contractor's expense and shall furnish the City an insurance certificate listing the City of Kennesaw as the certificate holder and as an additional insured and should read "The City of Kennesaw, Georgia, 2529 J.O. Stephenson Ave., Kennesaw, GA 30144". Occurrence coverage is required. Claims-made coverage is not acceptable. The insurance certificate must provide the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company(ies);
- (d) Description of policies;
- (e) Policy Number(s);
- (f) Policy Period(s);
- (g) Limits of liability;
- (h) Name and address of City as certificate holder;
- (i) Project Name and Number;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Mandatory sixty-day notice of cancellation or non-renewal

The insurance coverage required below shall be issued by a company licensed by the Georgia Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance and shall be an insurer with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:

- (a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until sixty (60) days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the Contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Kennesaw and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed Agreement.

The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverage, consistent with the policies and requirements of O.C.G.A. §50-21-37. The minimum required coverage and liability limits are as follows:

- (a) The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. The Contractor shall require all Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language: *This is to certify that all Subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.*

State of Georgia statutory limits required:

- (i) \$1,000.000;
  - (ii) \$1,000.000 each accident;
  - (iii) \$1,000.000 disease policy limit; and
  - (iv) \$1,000.000 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property



damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

- (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
  - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
  - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
  - (iv) Contractual \$ 1,000,000.00 per Occurrence; and
  - (v) General Aggregate \$ 2,000,000.00.
- (c) The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each Occurrence.

**57. Georgia Security and Immigration Compliance Act Requirements.**

The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 *et seq.*, by registering and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 *et seq.* Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

**58. Dispute Resolution.**

- (a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.
- (b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty (60) days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.
- (c) No litigation may be commenced without first following the process in this Section. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty (30) days written notice to the opposing party.

The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this Contract.

(d) Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**59. Waiver.**

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power, or privilege.

**60. LIEN.**

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the City a complete release from any liens which may arise out of this Agreement, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he they have s knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the City all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

**61. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**62. ACCEPTANCE OF FINAL PAYMENT.**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or their sureties from any obligations under this Agreement or the Performance and Payment Bond.

**63. AMENDMENT.**

This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

**64. ENTIRE AGREEMENT.**

The Contract Documents, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the parties, preceding the date of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date first above written.

CITY OF KENNESAW, GEORGIA

\_\_\_\_\_  
Derek Easterling, Mayor  
City of Kennesaw

ATTEST:

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

CONTRACTOR: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Seal)

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Notary Public  
Commission Expires:

EXHIBIT "A"  
SPECIAL STIPULATIONS

- a) The Contractor shall provide materials and labor necessary to rehabilitate the following pipes in accordance with the 2023 Pipe Rehabilitation Project bid "Specifications".

240 LF of 36" CMP at Paloverde Drive

208 LF of 48" CMP at Sumit Creek Drive

104 LF of 36" CMP at Sumit Wood Drive

168 LF of 36" CMP at Plantation Way

188 LF of 48" CMP at Kennesborough Road

89 LF of 48" CMP at Legacy Park Circle near Highcroft Main

141 LF of 60" CMP at Legacy Park Circle near Annandale Main

- b) The Contract Price for such materials and construction services shall not exceed the amount of \$288,443.00.

- c) Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

1) Description of Specifications

2) Proposal and Contract

3) Bid quotation

4) E-Verify Forms for All Contracts

5)

6) \_\_\_\_\_

7) \_\_\_\_\_

8) \_\_\_\_\_

9) \_\_\_\_\_

10) \_\_\_\_\_

- d) Pursuant to Paragraph 23 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.

- e) Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.



**PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION**

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

\_\_\_\_\_ The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 13-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Basic Pilot User Identification Number  
(if applicable)

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

With express authority on behalf of:

\_\_\_\_\_  
Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

### SUBCONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Kennesaw has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Kennesaw, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## SUBMITTAL REQUIREMENTS

### Specific Requirements

#### **Georgia Security and Immigration Compliance Act**

Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the: “Georgia Security and Immigration Compliance Act of 2006,” as codified on O.C.G.A. sections 13-10-90 and 13-10-91 and regulated and regulated in chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractor and Sub-Contractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” Accessed at <http://www.dol.state.ga.us> as further set forth below.

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
  - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
  - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
  - 1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written Agreements with any subcontractor employed by **Contractor** to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.

2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.
3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.
4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.



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

**REQUEST FOR BIDS (RFB)**

**2023  
*Pipe Rehabilitation***

CITY OF KENNESAW  
PUBLIC WORKS DEPARTMENT  
REQUEST FOR BIDS

BID FORM

**2023 Pipe Rehabilitation**

TO: CITY OF KENNESAW

FROM: Proshot Concrete, Inc

(Vendor)

**THE UNDERSIGNED PROPOSER**, having familiarized themselves with the work required by the Bid documents, the site where the work is to be performed, all laws, regulations, and other factors affecting performance of the work, and having satisfied itself/himself/herself of the expense and difficulties attending performance of the work;

**HEREBY agrees if selected to enter into a contract and perform all work necessary to the successful completion of the contract as indicated and specified in the RFB for the total contract price of:**

Pipe Lining System: \$ 288,443.00

**Bidder must also complete the unit price information in the Specification section.**

Name of Firm: Proshot Concrete, Inc

Firm Address: 4158 Musgrove Drive Florence, AL 35630

Federal Identification No: 20-5269497

Email: cdill@proshotconcrete.com

Telephone No: 256-764-5941

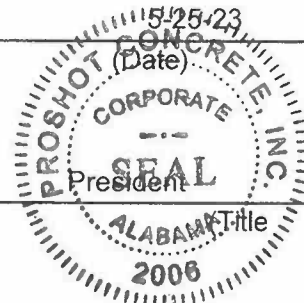
Fax No: 256-764-5946

By: Anthony McDougle

(Typed or Printed)

Signature:

*Anthony McDougle*  
(Signature)



CERTIFICATE OF CORPORATE AUTHORITY

(This Certificate shall be submitted as part of the bid/proposal or signed contract if the bidder/offeror is a corporation.)

CERTIFICATE

I, Donnie Barnes, certify that I am the Assistant Corporate Secretary of the corporation named as bidder/offeror therein, that Anthony McDougle, who signed this bid/proposal on behalf of the bidder/offeror, was then President of said corporation; that said bid/proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

By:

Donnie Barnes  
(Signature) Donnie Barnes

Proshot Concrete, Inc  
(Typed Name of Corporation)



NOTE: A CORPORATE OFFICER OTHER THAN THE OFFICER SIGNING THE BID/PROPOSAL MUST FILL OUT AND SIGN THIS FORM.

End of Text



UNANIMOUS CONSENT  
OF THE DIRECTOR  
OF PROSHOT CONCRETE, INC.

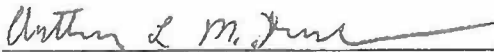
The sole director of Proshot Concrete, Inc., an Alabama corporation ("Company"), hereby confirms the following facts:

1. Anthony L. McDougle is the sole shareholder and director of the Company.
2. Anthony L. McDougle is the president of the Company.

The sole director hereby consents to the following resolutions:

RESOLVED THAT Anthony L. McDougle, as president of the Company, is authorized to sign contracts binding the corporation and to establish bank accounts on behalf of the Company and to be the sole signatory on such accounts.

Dated April 14, 2010

  
\_\_\_\_\_  
Anthony L. McDougle, president and director



CITY OF KENNESAW  
PUBLIC WORKS DEPARTMENT  
REQUEST FOR BIDS

SPECIFICATIONS

Liner System Unit Price Sheet

| Item                                           | Quantity | Units | Unit Price | Amount      |
|------------------------------------------------|----------|-------|------------|-------------|
| Mobilization (Bonds, etc.)                     | LS       | LS    | 20,000.00  | \$20,000.00 |
| Traffic Control                                | LS       | LS    | 10,000.00  | \$10,000.00 |
|                                                |          |       |            | \$          |
| 36" CMP Paloverde Drive                        | 240      | LF    | 176.00     | \$42,240.00 |
| 48" CMP Sumit Creek Drive                      | 208      | LF    | 235.00     | \$48,880.00 |
| 36" CMP Sumit Wood Drive                       | 104      | LF    | 238.00     | \$24,752.00 |
| 36" CMP Plantation Way                         | 168      | LF    | 198.00     | \$33,264.00 |
| 48" CMP Kennesborough Road                     | 188      | LF    | 226.00     | \$42,488.00 |
| 48" CMP Legacy Park Circle near Highcroft Main | 89       | LF    | 285.00     | \$25,365.00 |
| 60" CMP Legacy Park Circle near Annandale Main | 141      | LF    | 294.00     | \$41,454.00 |

TOTAL                      \$ 288,443.00

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Proshot Concrete, Inc.  
4158 Musgrove Drive  
Florence, AL 35630

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

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

**BOND AMOUNT:** 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

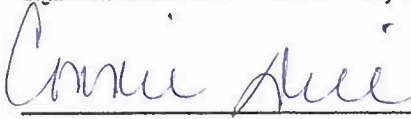
2023 Pipe Rehabilitation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

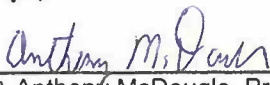
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

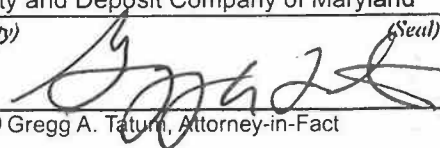
Signed and sealed this 26th day of May, 2023.

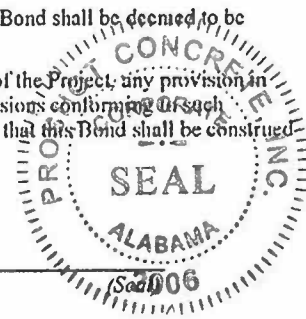
  
(Witness)

Proshot Concrete, Inc.  
(Principal)

By:   
(Title) Anthony McDougale, President

Fidelity and Deposit Company of Maryland  
(Surety)

By:   
(Title) Gregg A. Tatum, Attorney-in-Fact





Bond Number: Bid Bond

Obligee City of Kennesaw

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Gregg A. Tatum, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2023.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray  
Vice President

By: Dawn E. Brown  
Secretary

**State of Maryland  
County of Baltimore**

On this 18th day of April, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea  
Notary Public  
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 26th day of May, 2023.



*MJ Pethick*

By: Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsfclaims@zurichna.com](mailto:reportsfclaims@zurichna.com)  
800-626-4577

**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

CITY OF KENNESAW  
PUBLIC WORKS DEPARTMENT  
REQUEST FOR BIDS

ATTACHMENT 1

---

**FEDERAL WORK AUTHORIZATION PROGRAM**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual firm, or corporation which is contracting with the City of Kennesaw, has registered with and is participating in a federal work authorization program[any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), in P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Kennesaw, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

---

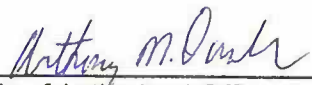
EEV/Basic Pilot Program\* User Identification Number

228037

7/6/2009

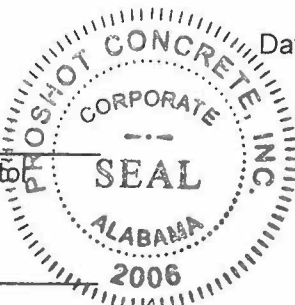
BY: Authorized Officer or Agent

Date

  
Title of Authorized Officer or Agent of Contractor

Anthony McDougale, President

Printed Name of Authorized Officer Agent



\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

**PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION**

CITY OF KENNESAW  
REQUEST FOR BIDS

Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent Federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA").

Certify compliance with O.C.G.A. § 13-10-91 by checking the appropriate line below:

  X   The undersigned has registered for and is participating in a qualifying federal work authorization program.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services within this state pursuant to this contract with a public employer, the undersigned will secure from such subcontractor(s) a verification of compliance with O.C.G.A. § 131-10-91 using the form "Subcontractor's Work Authorization Certification" or a substantially similar form. The undersigned will maintain records of compliance and provide a copy of each subcontractor's verification to the public employer at the time the sub-contractor is retained to perform such service.

Anthony M. Dougle  
By: Authorized Officer or Agent

5-25-23

Date

President  
Title of Authorized Officer or Agent of Contractor

228037

Basic Pilot User Identification Number  
(if applicable)

Anthony McDougle  
Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Proshot Concrete, Inc  
Printed Name of Prime Contractor

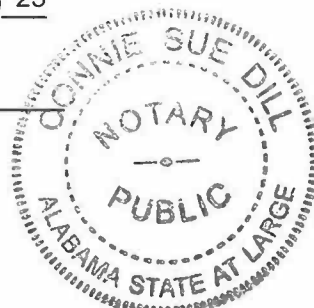


SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

25th DAY OF May, 20 23

Connie Sue Dill  
Notary Public Connie Sue Dill

My Commission Expires: 7-26-2026



00-10-1-.08 Subcontractor Affidavit (Georgia Administrative Code)

**CITY OF KENNESAW  
REQUEST FOR BIDS**

**O.C.G.A. § 13-10-91 (2007), TITLE 13. CONTRACTS**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with the City of Kennesaw has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Kennesaw, contractor will secure from each subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Kennesaw at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program\* User Identification Number

By: Authorized Officer or Agent  
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

Notary Public

My Commission Expires: \_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. Sec., 13-10-91. History. Original Rule entitle "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.





Shotcrete Synopsis: Proshot Concrete submits the following materials and work description for the lining of various size CMP culverts for the 2023 Kennesaw Pipe Rehabilitation.

Dry Mix Shotcrete – is a process in which high-strength pre bagged concrete mix (> 8,000psi compressive strength in 28 days) is 'spray applied' to vertical, overhead, and horizontal areas. Proshot Concrete submits the Quikcrete Shotcrete MS with Fibers with a design thickness of 1.5 inches to successfully rehabilitate the various CMP pipe sizes. (Please See attached Spec sheet.)

For Culvert Repairs: Shotcrete is extremely effective because it can be used to line various size pipes with very little interruption of the stream flows and traffic interferences.

#### Shotcrete Construction Sequence:

1. Stream Diversion – Sandbag dams are installed at both the upstream and downstream ends of the pipe to isolate the culvert section. PVC fume pipe is installed the length of culvert and will bypass any normal flows around the system using either 'force pumped' or 'gravity fed' flows. This allows continuous flow while work can be completed inside the culvert in a 'dry' environment. The downstream dam prevents any water from 'backing up' into the culvert. In addition, a pump is placed inside the downstream dam and handles any water inside the culvert by discharging it into a filter or sediment bag before it is introduced back into the stream.
2. Debris Removal – Debris (rocks/sand/mud) is removed from the culvert and disposed of at an 'approved' site.
3. Pressure wash – the culvert area getting the lining is pressure washed (min 4,500psi) to remove any oil or grime that would prevent the shotcrete from bonding to the culvert.
4. Shotcrete MS with fibers is manufactured by Quikcrete: The shotcrete will be applied via the 'dry' process utilizing prepackaged high strength, micro- silica enhanced material. The product comes in 80 lb bags which will be loaded into the mixer and pre-dampened for ultimate cohesion to the surface. The Allentown R-900 will transfer the material up to the hopper and through hoses to the Certified nozzleman. Water is added to the material at the nozzle and can be applied in a single pass to both the crown and invert areas of the culvert, thus creating a monolithic interior lining.
6. Finishing – the concrete is the same as with normal concrete. A brush, broom, float, or trowel finish can be applied – it is per the engineer's specification.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946  
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



7. Curing - Once the concrete in the culvert achieves 'initial set' a curing compound is applied.
8. The Stream Diversion can be removed the following day (minimum 12 hours) and flow allowed in the culvert. The moisture provides a great continuing curing process.

Summary:

The Shotcrete Method of repair has been used for over 50 years in the Lining Rehabilitation process. It will provide structural enhancement to the existing structure and extend the life of the structure for another 40 years; whether it be 'storm', 'sanitary', or 'combined' sewers. We would like to add that the application process will allow Proshot to address any structural issues that the city may have with headwall, wingwall, and aprons. The shotcrete will allow us to completely tie the pipe lining into the headwall to create a monolithic structure void of any water infiltration from above or around the pipe entrance and exit locations.

We typically line over 100 culverts/year throughout the country and currently have many existing contracts, as well as yearly maintenance contracts with various municipalities throughout the country.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946  
[WWW.PROSHOTCONCRETE.COM](http://WWW.PROSHOTCONCRETE.COM)

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



# PROSHOT CONCRETE INC

SHOTCRETE CONTRACTORS & ENGINEERS

| Owner                                                               | Description                                                | Contact Information                                                                                                                                                                                         |
|---------------------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Eufaula, AL                                                 | Storm Drainage Pipe Rehabilitation                         | Tim Brannon<br>334-687-1236<br><a href="mailto:ftbrannon@eufaula.rr.com">ftbrannon@eufaula.rr.com</a>                                                                                                       |
| City of Phenix City, AL                                             | 22 <sup>nd</sup> Avenue Storm Drainage Pipe Rehabilitation | Mike Pattillo<br>334-448-2766<br><a href="mailto:mpattillo@phenixcityal.us">mpattillo@phenixcityal.us</a>                                                                                                   |
| City of Woodstock, GA                                               | Pipe Lining Rehab-Justin Drive and Bentley Parkway         | Crystal Welch<br>770-592-6000 Ext 1203<br><a href="mailto:clwelch@woodstockga.gov">clwelch@woodstockga.gov</a>                                                                                              |
| City of Brookhaven, GA                                              | Storm Drain Rehabilitation                                 | Gregory Anderson<br>404-632-0500<br><a href="mailto:gregory.anderson@brookhavenga.gov">gregory.anderson@brookhavenga.gov</a>                                                                                |
| Alabama Department of Transportation                                | Pipe Lining Rehabilitation                                 | Phillip Day<br>256-571-7301<br><a href="mailto:dayp@dot.state.al.us">dayp@dot.state.al.us</a>                                                                                                               |
| Howard County MD                                                    | Storm Drain Gunite Repairs                                 | Matt Wolf<br>443-630-9395<br><a href="mailto:mwolf@howardcountymd.gov">mwolf@howardcountymd.gov</a>                                                                                                         |
| Frederick County MD                                                 | Shotcrete repairs to various structures county wide        | Mike Ramsburg<br>301-600-3453<br><a href="mailto:MRamsburg@FrederickCountyMD.gov">MRamsburg@FrederickCountyMD.gov</a>                                                                                       |
| Maryland Transportation Authority                                   | Rehabilitation of metal corrugated pipes-invert paving     | Tony Tabasco/Donna Staubs<br>443-829-7987/443-615-3284<br><a href="mailto:atabasco@mdta.state.md.us">atabasco@mdta.state.md.us</a> / <a href="mailto:dstaubs@mdta.state.md.us">dstaubs@mdta.state.md.us</a> |
| Baltimore County MD<br>111 W. Chesapeake Ave<br>Baltimore, MD 21204 | Pipe Lining Rehabilitation                                 | Sheldon Epstein<br>410-887-3711<br><a href="mailto:sepstein@baltimorecountymd.gov">sepstein@baltimorecountymd.gov</a>                                                                                       |

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946

[WWW.PROSHOTCONCRETE.COM](http://WWW.PROSHOTCONCRETE.COM)

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



**PROSHOT CONCRETE, INC 2019 REHABILITATION PROJECTS**

| JOB NO. LOCATION        | ST | TYPE        | OWNER                                                                                          | GEN CONTRACTOR                                                      | DESCRIPTION                                                                                            | CONTRACT AMOUNT | CONTACT & PHONE                                             | START DATE | COMPLTN DATE |
|-------------------------|----|-------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------|------------|--------------|
| 19-001 ANNE ARUNDEL CO. | MD | CULVERT     | ANNE ARUNDEL COUNTY, MD                                                                        | STROHECKER, INC.<br>1595 SKINNERS TURN RD.<br>OWINGS, MD 20736      | CROFTON LANE AND VARIOUS<br>TRENCHLESS PIPE REPAIR                                                     | 386,510.00      | RICK LARRIMORE                                              | Jan-19     | Dec-19       |
| 19-002 BUNCOMBE CO.     | NC | CULVERT     | NC DOT<br>20 OLD US 74<br>ASHEVILLE, NC 28803                                                  | PROSHOT CONCRETE, INC.                                              | HUNTDAL CULVERT REPAIR<br>PO # 3600044164                                                              | 53,480.00       | JUSTIN RICE<br>PH. 828-298-1128                             | Mar-19     | Mar-19       |
| 19-003 HARFORD CO       | MD | TORM DRAIN  | HARFORD COUNTY PUBLIC WORKS<br>12 S. BOND ST.<br>3RD FLOOR<br>BEL AIR, MD 21014                | PROSHOT CONCRETE, INC.                                              | STORM DRAIN GUNITE REPAIR<br>PROGRAM (818-175)<br>W/ 2 RENEWAL PERIODS<br>ONE YEAR CONTRACT W/ RENEWAL | 320,432.00      | NAVEED SHAH<br>PH. 410-638-4109 X 1395<br>F. 410-893-3849   | Jan-19     | Dec-19       |
| 19-004 BALTIMORE CO.    | MD | CULVERT     | BALTIMORE COUNTY, MD<br>111 W. CHESAPEAKE AVE.<br>BALTIMORE, MD 21204                          | PROSHOT CONCRETE, INC.                                              | CULVERT REHABILITATION THROUGHOUT<br>THE COUNTY<br>MAINTENANCE CONTRACT                                | 462,748.00      | SHELDON EPSTEIN<br>PH. 410-887-3711<br>F. 410-887-4505      | Jan-19     | Dec-19       |
| 19-005 HOWARD CO.       | MD | TORM DRAIN  | HOWARD CO. MD / DEPT OF PUBLIC<br>6751 COLUMBIA GATEWAY DR.<br>SUITE 501<br>COLUMBIA, MD 21046 | PROSHOT CONCRETE, INC.                                              | STORM DRAIN GUNITE REPAIRS<br>PIGGY BACK BALTIMORE COUNTY<br>CONTRACT                                  | 363,176.00      | HOWARD SHIEH<br>PH. 410-313-7471                            | Jan-19     | Dec-19       |
| 19-006 NORTH VERSAILLES | PA | CULVERT     | TOWNSHIP OF NORTH VERSAILLES                                                                   | GLENN ENGINEERING                                                   | REHABILITATION OF CORRUGATED<br>METAL PPE (DIX DR. & BACH DR.)                                         | 86,000.00       | BOB ZISCHAU<br>PH. 412-824-5672                             | Feb-19     | Feb-19       |
| 19-007 WASHINGTON       | DC | SEWER       | DC WATER<br>5000 OVERLOOK AVE SW<br>WASHINGTON DC 20032                                        | ANCHOR CONSTRUCTION<br>2254 25TH PLACE NE<br>WASHINGTON, DC 20018   | SEWER REPAIR FOR DC WATER<br>THROUGH ANCHOR CONSTRUCTION                                               | 376,422.00      | JILL WEST<br>PH. 410-802-5540                               | Jan-19     | Dec-19       |
| 19-008 CARROLL CO.      | MD | CULVERT     | CARROLL COUNTY<br>225 N. CENTER ST.<br>WESTMINSTER, MD 21157                                   | PROSHOT CONCRETE, INC.                                              | STORM DRAIN REPAIRS<br>PIGGY BACK BALTIMORE COUNTY<br>CONTRACT                                         | 364,668.00      | ERIC SILVERMAN<br>PH. 410-386-6717<br>F. 410-86-8978        | Jan-19     | Dec-19       |
| 19-009 CHARLES CO.      | MD | CULVERT     | CHARLES CO., MD<br>200 BALTIMORE ST.<br>LAPLATA, MD 20646                                      | PROSHOT CONCRETE, INC.                                              | CULVERT LINING<br>PINEFIELD RD / SCENIC MEADOW /<br>ARIEL CT.                                          | 170,922.00      | JOHN KEARN / ART SWANN<br>PH. 301-885-1314                  | Jan-19     | Dec-19       |
| 19-010 HANCOCK CO.      | IN | CULVERT     | HANCOCK COUNTY<br>921 W. OSAGE ST.<br>GREENFIELD, IN 46140                                     | PROSHOT CONCRETE, INC.                                              | CULVERT (4) REHABILITATION<br>PROJECT                                                                  | 100,600.00      | RYAN HARTLEY<br>PH. 317-477-1130<br>F. 317-477-1156         | Apr-19     | May-19       |
| 19-012 LAKE CITY        | FL | CULVERT     | FL DOT DISTRICT 2<br>11090 SOUTH MARION AVE.<br>LAKE CITY, FL 32025                            | M & J CONSTRUCTION<br>809 SAFFORD AVE.<br>TARPOON SPRINGS, FL 34688 | CONTRACT #E2X58 FL DOT<br>DESILT & SHOTCRETE SURFACE<br>OF BRIDGE CULVERT #350047                      | 321,496.67      | JAMES BOUTZOUKAS, VP<br>PH. 813-975-6000<br>F. 727-934-4665 | Jan-19     | Apr-19       |
| 19-014 NASHVILLE        | TN | TUNNEL      | CONSTELLATION NEWENERGY, INC.<br>90 PEABODY ST.<br>NASHVILLE, TN 37210                         | PROSHOT CONCRETE, INC.                                              | TUNNEL DAMAGE REPAIRS -<br>4 LOCATIONS                                                                 | 354,172.00      | EDDIE WISDOM<br>PH. 615-742-1883<br>F. 615-742-9973         | Feb-19     | Apr-19       |
| 19-015 HOWARD COUNTY    | MD | TORM DRAIN  | CSX RAILROAD<br>8459 DORSEY RUN ROAD<br>JESSUP, MD                                             | COMMERCIAL MAINTENANCE<br>406-B BETHEL AVE.<br>ASTON, PA 19014      | STORM DRAIN REPAIRS AT<br>CSX RAILROAD DISTRIBUTION<br>CENTER                                          | 280,870.00      | RICK ORNER<br>PH. 610-587-2334                              | Feb-19     | Mar-19       |
| 19-018 OSCEOLA COUNTY   | FL | CULVERT     | FL DOT - DISTRICT 5<br>719 S. WOODLAND BLVD.<br>DELAND, FL 32720                               | PROSHOT CONCRETE, INC.                                              | CONTRACT E5Z48 DISTRICT 5<br>US 441<br>CULVERT SHOTCRETE REPAIRS                                       | 521,373.04      | CHARLES M. HEFFINGER JR., P.E.<br>PH. 321-319-8101          | Mar-19     | Jun-19       |
| 19-019 FAYETTE          | AL | PIPE LINING | ALABAMA DOT FAYETTE DIST. 51<br>PO BOX 865<br>FAYETTE, AL 35555                                | PROSHOT CONCRETE, INC.                                              | PO DOO 012 19000002638                                                                                 | 21,232.00       | BRIAN LATHAM DIST. ENG.<br>PH. 205932-8930                  | Feb-19     | Feb-19       |
| 19-020 VANDENBURG       | IN | CULVERT     | INDIANA DEPT. OF TRANSPORTATION<br>230 N. BOND STREET<br>SUITE D<br>SCOTTSDURG, IN 47170       | T & T PIPE RENOVATIONS                                              | IN DOT CONTRACT R-39391<br>SMALL STRUCTURE PIPE LINING<br>VINCENNES DISTRICT                           | 384,268.00      | PATRICK HOWSER<br>PH. 812-595-6313                          | Mar-19     | May-19       |

|        |                 |    |         |                                                                                               |                                                                                       |                                                                                                        |            |                                                                                                                                                         |        |        |
|--------|-----------------|----|---------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|
| 19-022 | CRANBERRY       | PA | CULVERT | CRANBERRY TOWNSHIP, PA<br>2525 ROCHESTER ROAD<br>CRANBERRY TOWNSHIP, PA 16066                 | PROSHOT CONCRETE, INC.                                                                | REHABILITATION OF CORRUGATED<br>METAL PIPE ON<br>NORTH BOUNDARY ROAD                                   | 15,845.00  | BOB HOWLAND<br>PH. 724-968-6831<br>F. 724-776-6199                                                                                                      | Feb-19 | Feb-19 |
| 19-023 | JACKSON         | TN | CULVERT | CITY OF JACKSON, TN<br>101 EAST MAIN STREET<br>JACKSON, TN 38301                              | PROSHOT CONCRETE, INC.                                                                | PIPE CLEANING & LINING 60" DIAMETER                                                                    | 58,950.00  | SCOTT CHANDLER<br>PH. 731-425-8201<br>schandler@cityofjackson.net                                                                                       | Mar-19 | Mar-19 |
| 19-024 | TUSCUMBIA       | AL | CULVERT | ALABAMA DOT N REGION<br>295 HIGHWAY 20 EAST<br>TUSCUMBIA, AL 35674                            | PROSHOT CONCRETE, INC.                                                                | 48" 54" & 66" SHOTCRETE LINER<br>HWY 43 TUSCUMBIA<br>HWY 19 FRANKLIN COUNTY<br>HWY 172 FRANKLIN COUNTY | 114,325.50 | DALLON OGLE<br>PH. 256-389-1413<br>smithian@dot.state.al.us                                                                                             | Mar-19 | Apr-19 |
| 19-025 | FLORENCE        | AL | CULVERT | ALABAMA DOT N REGION<br>295 HIGHWAY 20 EAST<br>TUSCUMBIA, AL 35674                            | PROSHOT CONCRETE, INC.                                                                | REPAIRS TO COLLAPSED PIPE AT<br>1956 FLORENCE BLVD.                                                    | 289,840.00 | DERRICK SIMPSON<br>PH. 256-389-1441<br>simspond@dot.state.al.us                                                                                         | Mar-19 | May-19 |
| 19-027 | GALLIA COUNTY   | OH | CULVERT | OHIO DOT DISTRICT 10<br>338 MUSKINGUM DRIVE<br>MARIETTA, OH 45750                             | PROSHOT CONCRETE, INC.                                                                | INVERT PAVING SR 554 CULVERT<br>CONTRACT 31618-1<br>PO 335119                                          | 222,327.00 | JOHN COEN<br>PH. 740-568-3966                                                                                                                           | Mar-19 | Mar-19 |
| 19-028 | FAIRFAX         | VA | CULVERT | APARTMENT COMPLEX<br>10944 BEAVER DAM RD<br>HUNT VALLEY, MD 21030                             | STORMWATER MAINTENANCE & CORRECTION<br>METAL PIPE - EATON PLACE &<br>WILLOWOOD PLAZA  | REHABILITATION OF CORRUGATED<br>METAL PIPE - EATON PLACE &<br>WILLOWOOD PLAZA                          | 86,849.00  | JEFF FISHER<br>PH. 717-887-6366                                                                                                                         | Apr-19 | Apr-19 |
| 19-030 | KNOX CO.        | IN | CULVERT | IN DOT<br>100 NORTH SENATE AVE.<br>INDIANAPOLIS, IN 46204                                     | INFRASTRUCTURE SYSTEMS, INC.<br>260 WEST VINCENNES STREET<br>ORLEANS, IN 47452        | IN DOT R-39382-A<br>SMALL STRUCTURE PIPE LINING<br>& PAVED INVERT, DAVIESS & KNOX<br>COUNTIES          | 132,044.00 | JON STALKER<br>PH. 812-865-3309<br>jstalker@infrastructure-systems.com<br>ANDREW PINKSTAFF - ENGINEER<br>VINCENNES DISTRICT - INDOT<br>PH. 812-821-6980 | Apr-19 | May-19 |
| 19-031 | KNOX CO.        | IN | CULVERT | IN DOT<br>100 NORTH SENATE AVE.<br>INDIANAPOLIS, IN 46204                                     | INFRASTRUCTURE SYSTEMS, INC.<br>260 WEST VINCENNES STREET<br>ORLEANS, IN 47452        | IN DOT R-39411-A<br>SMALL STRUCTURE PIPE LINING<br>& PAVED INVERT, GIBSON & KNOX<br>COUNTIES           | 137,026.50 | JON STALKER<br>PH. 812-865-3309<br>jstalker@infrastructure-systems.com<br>ANDREW PINKSTAFF - ENGINEER<br>VINCENNES DISTRICT - INDOT<br>PH. 812-821-6980 | Apr-19 | May-19 |
| 19-033 | PERRY COUNTY    | IN | CULVERT | INDIANA DEPARTMENT OF TRANSPORTATION<br>230 N. BOND STREET<br>SUITE D<br>SCOTTSBURG, IN 47170 | T & T PIPE RENOVATIONS<br>230 N. BOND STREET<br>SUITE D<br>SCOTTSBURG, IN 47170       | IN DOT CONTRACT R-39381<br>SMALL STRUCTURE PIPE LINING<br>VINCENNES DISTRICT                           | 49,000.00  | PATRICK HOWSWER<br>PH. 812-595-6313                                                                                                                     | Apr-19 | May-19 |
| 19-034 | SULLIVAN COUNTY | IN | CULVERT | INDIANA DEPARTMENT OF TRANSPORTATION<br>1367 SOUTH SLATE ROAD 60<br>SALEM, IN 47167           | TEMPLE & TEMPLE EXCAVATING & PAVING<br>1367 SOUTH SLATE ROAD 60<br>SALEM, IN 47167    | IN DOT CONTRACT R-39392<br>SMALL STRUCTURE PIPE LINING<br>SULLIVAN COUNTY                              | 142,945.00 | PATRICK HOWSWER<br>PH. 812-595-6313                                                                                                                     | Apr-19 | May-19 |
| 19-035 | DES MOINES      | IA | CULVERT | CITY OF DES MOINES<br>400 ROBERT D. RAY DR.<br>DES MOINES, IA 50309-1891                      | PROSHOT CONCRETE, INC.                                                                | GRAY ST. CONCRETE CULVERT<br>REHABILITATION                                                            | 693,844.00 | MATT BECKER<br>PH. 515-283-4026                                                                                                                         | Jun-19 | Nov-19 |
| 19-036 | WARREN COUNTY   | PA | CULVERT | PENNDOT - WARREN COUNTY<br>SR 158, 805<br>HARRISBURG, PA 17104                                | PROSHOT CONCRETE, INC.                                                                | CULVERT REHAB - CONTRACT NO.<br>110411                                                                 | 504,403.01 | Matthew Blasing<br>814-897-5804<br>mblasing@pa.gov<br>alto-19                                                                                           | Jun-19 | Nov-19 |
| 19-038 | HAVELOCK        | NC | CULVERT | CITY OF HAVELock, NC<br>PO BOX 368<br>HAVELock, NC 38532                                      | PROSHOT CONCRETE, INC.                                                                | PIPE INSPECTION -<br>WOODHAVEN DRIVE                                                                   | 23,800.00  | SUSAN<br>PH. 252-444-6409<br>PH. 252-665-0080                                                                                                           | Jun-19 | Jun-19 |
| 19-040 | MARION CO.      | TN | CULVERT | TN DOT<br>7TH FLOOR<br>JAMES K POLK BLDG<br>NASHVILLE, TN 37243                               | PROSHOT CONCRETE, INC.                                                                | CONTRACT CNT914 - MARION CO.                                                                           | 130,425.00 | VONDA LANE<br>PH. 615-741-0799<br>vonda.lane@tn.gov                                                                                                     | Jul-19 | Aug-19 |
| 19-042 | DUBOIS COUNTY   | IN | CULVERT | INDIANA DEPT OF TRANS.<br>& PAVING<br>1367 SOUTH STATE ROAD 60<br>SALEM, IN 47167             | TEMPLE & TEMPLE EXCAVATING<br>& PAVING<br>1367 SOUTH STATE ROAD 60<br>SALEM, IN 47167 | INDOT CONTRACT R-39399<br>SMALL STRUCTURE PIPE LINING<br>DUBOIS COUNTY                                 | 509,675.00 | JASON MILLER<br>PH. 812-883-6644                                                                                                                        | Jul-19 | Sep-19 |

|        |                 |    |         |                                                                           |                                                                          |                                                            |            |                                                                   |        |        |
|--------|-----------------|----|---------|---------------------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------|------------|-------------------------------------------------------------------|--------|--------|
| 19-044 | NORTHPORT       | AL | CULVERT | WATCO COMPANIES, LLC<br>315 W. 3RD ST.<br>PITTSBURGH, KS 66762            | CENTURY CONSTRUCTION GROUP<br>705 ROBERT E LEE DR<br>TUPELO, MS 38801    | WATCO ABS STORAGE EXPANSION<br>48" CULVERT REHAB           | 22,680.00  | DAVID HORTON<br>PH. 662-823-5172<br>F. 662-844-3002               | Jul-19 | Jul-19 |
| 19-046 | ORLANDO, FL     | FL | CULVERT | ST JOHNS RIVER WATER MGT DISTR<br>750 MONROE ROAD<br>SANFORD, FL 32771    | WHARTON-SMITH, INC. CONSTRUCTION<br>750 MONROE ROAD<br>SANFORD, FL 32771 | LITTLE WEKIVA RIVER EROSION<br>CONTROL                     | 849,632.00 | FRANCINE GUILLEMETTE<br>PH. 407-321-8410<br>F. 407-327-6984       | Sep-19 | Aug-20 |
| 19-051 | COBB COUNTY     | GA | CULVERT | TREWORK ENVIRONMENTAL<br>533 N. BETHANY RD.<br>MCDONOUGH, GA 30252        | PROSHOT CONCRETE, INC.                                                   | SHOTCRETE 36" CMP INVERT AT<br>1262 GREY SQUIRREL CROSSING | 24,060.00  | GERALD PHILLIPS<br>PH. 770-826-9189                               | Sep-19 | Sep-19 |
| 19-052 | CITY OF FAIRFAX | VA | CULVERT | CITY OF FAIRFAX, VA<br>8350 TERMINAL RD.<br>SUITE A<br>LORTON, VA 22070   | SAGRES CONSTRUCTION<br>8350 TERMINAL RD.<br>SUITE A<br>LORTON, VA 22070  | VIRGINIA LODGE TO HUNTINGTON<br>AVE. CULVERT               | 29,600.00  | CESAR MEDOZA<br>PH. 703-924-7220                                  | Nov-19 | Nov-19 |
| 19-056 | INDIAN HILL     | OH | CULVERT | THE VILLAGE OF INDIAN HILL<br>6525 DRAKE RD.<br>CINCINNATI, OH 45243      | PROSHOT CONCRETE, INC.                                                   | 2019 INDIAN HILL CULVERT REPAIRS                           | 141,424.92 | KATHLEEN WADE-DORMAN, PE<br>PH. 513-207-5081<br>KDORMAN@IHILL.ORG | Oct-19 | Oct-19 |
| 19-059 | PHENIX CITY     | AL | CULVERT | CITY OF PHENIX CITY<br>1206 7TH AVE.<br>PHENIX CITY, AL 36868             | PROSHOT CONCRETE, INC.                                                   | SHOTRETE LINING 60" CMP<br>ST. ANDREWS WAY                 | 62,520.00  | MICHAEL J PATILLO<br>PH. 334-448-2766<br>MPATILLO@PHENIXCITYAL.US | Oct-19 | Nov-19 |
| 19-065 | JOHNS CREEK     | GA | CULVERT | CITY OF JOHNS CREEK, GA<br>11360 LAKEFIELD DRIVE<br>JOHNS CREEK, GA 30097 | PROSHOT CONCRETE, INC.                                                   | BRUMBELOW ROAD AT<br>CHATTAHOOCHEE RIVER TRIBUTARY         | 48,900.00  | ALTON MATTHEWS<br>ALTON.MATTHEWS@JOHNSCREEKGA.GOV                 | Nov-19 | Dec-19 |

# PROSHOT CONCRETE, INC. 2020 JOB LISTINGS

| JOB NO. | SALES  | LOCATION            | ST | TYPE        | OWNER                                                                                                      | GEN CONTRACTOR                                                     | DESCRIPTION                                                                                                   | CONTRACT AMOUNT | CONTACT & PHONE                                                      | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | BONDING CO                                                                                                       | MBE/WBE |
|---------|--------|---------------------|----|-------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------|------------|--------------|-------------------|--------------------|------------------------------------------------------------------------------------------------------------------|---------|
| 20-001  | BILL M | HILLSBOROUGH COUNTY | FL | BRIDGE      | HILLSBOROUGH COUNTY, FL                                                                                    | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | BRIDGE REPAIR AND REHAB<br>BID # 7830, BOCC # 17-0609<br>RENEWAL                                              | 2,100,000.00    | DAVID VOGEL<br>VOGEL@HCFELGOV.NET                                    | Jan-20     | ONGOING      | NO                | NO                 | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Titum<br>205-414-8100 | NO      |
| 20-002  | BM     | SEMINOLE CO         | FL | BRIDGE      | SIMINOLE COUNTY, FL<br>1101 EAST FIRST STREET<br>SANFORD, FL 32771                                         | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | MISC BRIDGE REPAIRS<br>IFB-603004-180JC<br>3 YEAR AGREEMENT                                                   | 1,000,000.00    | ERIN NICHOLS<br>(P) 407-665-7118<br>(F) 407-665-7066                 | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-003  | TM     | JACKSON             | TN | CUL         | MSAB, LLC<br>821 OLD HICKORY BLVD<br>JACKSON, TN 38305                                                     | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | SHOTCRETE<br>30' CMP INVERT                                                                                   | 38,720.00       | BRANDON BUCHANAN<br>(P) 731-300-3071<br>BUCHANANREALTGROUP@GMAIL.COM | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-004  | BM     | ORLANDO             | FL | BRIDGE      | FLORIDA DOT - DBI<br>8306 TOWER LANE<br>SARASOTA, FL 34240                                                 | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | DBI BRIDGE REPAIRS                                                                                            | 500,000.00      | KENNETH AKERS<br>(P) 941-341-0300<br>KENNETHAKERS@DBISERVICES.COM    | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-005  | AFP    | HOWARD CO           | MD | STORM DRAIN | HOWARD COUNTY, MD<br>DEPT OF PUBLIC WORKS<br>8751 COLUMBIA GATEWAY DR.,<br>SUITE 501<br>COLUMBIA, MD 21046 | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | STORM DRAIN GUNITE REPAIRS<br>PIGGY BACK BALTIMORE COUNTY<br>CONTRACT                                         | 200,000.00      | MATT WOLF<br>(P) 443-630-6095                                        | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-006  | AFP    | ANNE ARUNDEL CO     | MD | CUL         | ANNE ARUNDEL COUNTY, MD                                                                                    | STROHECKER, INC.<br>1536 SKINNERS TURN RD.<br>OWINGS, MD 20736     | VARIOUS CULVERS / HEADWALLS<br>ANNE ARUNDEL COUNTY MD                                                         | 100,000.00      | JIMMY STROHECKER<br>(P) 410-257-9136<br>443-338-0053                 | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-007  | AFP    | BALTIMORE CO        | MD | CUL         | BALTIMORE COUNTY, MD<br>111 W. CHESAPEAKE AVE<br>BALTIMORE, MD 21204                                       | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | CULVERT REHABILITATION<br>THROUGHOUT THE COUNTY<br>FY 18-FY20                                                 | 150,000.00      | SHELDON EPSTEIN<br>(P) 410-887-3711<br>(F) 410-887-4505              | Jan-20     | ONGOING      | NO                | NO                 | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Titum<br>205-414-8100 | NO      |
| 20-008  | AFP    | SILVER SPRING       | MD | CUL         | MONTGOMERY COUNTY                                                                                          | D&F CONSTRUCTION<br>4017 PENN BELT PLACE<br>FORRESTVILLE, MD 20747 | CULVERT REHAB                                                                                                 | 42,900.00       | MARK BRONSON<br>(P) 240-874-8077                                     | Feb-20     | Jan-20       | NO                | NO                 | NA                                                                                                               | NO      |
| 20-009  | TM     | FAYETTE             | AL | PIPE LINING | ALDOT-WC REG HAMILTON<br>DIST 56<br>PO BOX 717<br>HAMILTON, AL 35570                                       | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | POB DDO 12 20000002075 48"<br>PIPE LINER                                                                      | 35,400.00       | WES SPILLER<br>(P) 205-921-2117<br>SPILLER@DOT.STATE.AL.US           | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-010  | BILL M | LAKE CITY           | FL | BRIDGE      | FL DOT - DISTRICT 2<br>1109 S. MARION AVENUE<br>LAKE CITY, FL 32025                                        | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | CONTRACT E2V43 DISTRICT 2 WIDE<br>BRIDGE AND REHAB - 18 COUNTIES<br>2ND RENEWAL                               | 1,198,179.00    | JOE GRIFFITH<br>(P) 904-601-7010<br>(F) 904-300-5501                 | Mar-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-011  | BM     | DAVIE               | FL | BRIDGE      | TOWN OF DAVIE<br>8501 ORANGE DRIVE<br>DAVIE, FL 33314                                                      | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | ORANGE DRIVE BRIDGE REPAIRS<br>1TB-RM-19-115                                                                  | 102,600.00      | REBECCA MOREAU<br>(P) 945-767-1015<br>(F) 945-767-1049               | Feb-20     | Mar-20       | NO                | NO                 | NA                                                                                                               | NO      |
| 20-012  | AFP    | CHARLES CO          | MD | CUL         | CHARLES COUNTY, MD<br>200 BALTIMORE ST<br>LAPLATA, MD 20648                                                | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | CULVERT LINING - PINEFIELD RD<br>TAWNY DR / SHEARWATER DR                                                     | 150,000.00      | JOH KEARN<br>(P) 301-865-1314                                        | Jan-20     | ONGOING      | NO                | NO                 | N/A                                                                                                              | NO      |
| 20-013  | AFP    | HARFORD             | MD | STORM DRAIN | HARFORD COUNTY PUBLIC WORKS<br>212 S. BOND ST., 3RD FLOOR<br>BEL AIR MD 21014                              | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | STORM DRAIN GUNITE REPAIR<br>PROGRAM (BID 18-175) WITH 2<br>RENEWAL PERIODS<br>ONE-YEAR CONTRACT WITH RENEWAL | 200,000.00      | NAVEED SHAH<br>(P) 410-638-4109 X 1365<br>(F) 410-892-3849           | Jan-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-014  | PAM    | WARNER ROBBINS      | GA | CULVERT     | TREWORK ENVIRONMENTAL<br>533 N BETHANY RD<br>MCDONOUGH, GA 30252                                           | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | SHOTCRETE LINING OF 54' CMP<br>LOWES PARKING LOT                                                              | 41,680.00       | GERALD PHILLIPS<br>(P) 770-828-9189                                  | Jan-20     | Feb-20       | NO                | NO                 | NA                                                                                                               | NO      |
| 20-015  | TM     | FAYETTE CO          | TN | CUL         | TN DOT<br>1774 HWY 54 EAST<br>COVINGTON, TN 38019                                                          | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | CONTRACT NO CNT333                                                                                            | 90,288.40       | KATIE MCGINNIS, PE<br>KATIE.MCGINNIS@TN.GOV                          | Jan-20     | May-20       | NO                | NO                 | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Titum<br>205-414-8100 | NO      |
| 20-016  | BM     | OSCEOLA CO          | FL | BRIDGE      | OSCEOLA COUNTY PUBLIC WORK<br>1 CORTHOUSE SQUARE SUITE 2300<br>KISSIMMEE, FL 34741                         | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630         | RFP-18-11044-DG<br>MINOR ROAD & BRIDGE IMP ON<br>TASK AUTH BASIS<br>250,000 FOR 3 YEARS                       | 250,000.00      | DON GASKINS<br>(P) 407-742-0900<br>DONALD.GASKINS@OSCEOLA.ORG        | Feb-20     | ONGOING      | NO                | NO                 | NA                                                                                                               | NO      |
| 20-017  | BM     | PONIPANO BEACH      | FL | BRIDGE      | FLORIDA DOT DIVISION 4<br>1901 E ATLANTIC BLVD<br>POMPANO BEACH FL 33060                                   | FDI SERVICES                                                       | FOOT D4 STRUCTURES CONTRACT<br>#E4T04 COUNTIES OF ST LUCIE<br>MARTIN, PALM BEACH, BROWARD                     | 500,000.00      | ANNETTE GUIDICE<br>(P) 654-788-0960                                  | Feb-20     | ongoing      | NO                | NO                 | NA                                                                                                               | NO      |





PROSHOT CONCRETE, INC. 2020 JOB LISTINGS

| PROSHOT CONCRETE, INC. 2020 JOB LISTINGS |       |                   |     |            |                                                                                               |                                                                                                                 |                                                                             |                 |                                                                                                                       |            |              |                   |              |                                                                                                                  |         |
|------------------------------------------|-------|-------------------|-----|------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------|------------|--------------|-------------------|--------------|------------------------------------------------------------------------------------------------------------------|---------|
| JOB NO.                                  | SALES | LOCATION          | ST  | TYPE       | OWNER                                                                                         | GEN CONTRACTOR                                                                                                  | DESCRIPTION                                                                 | CONTRACT AMOUNT | CONTACT & PHONE                                                                                                       | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION | BONDING CO                                                                                                       | MBE/WBE |
| 20-036                                   | TM    | EUFULA            | AL  | CUL        | CITY OF EUFAULA<br>205 EAST BARBOUR STREET<br>EUFAULA, AL 36027                               | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | CYPRESS COVE STREET STORM DRAINAGE PIPE REHABILITATION                      | 106,400.00      | TIM BRANNON<br>SUPERINTENDENT<br>(P) 334-097-1236<br>(F) 334-097-1236                                                 | Apr-20     | May-20       | NO                | NO           | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Tatum<br>205-414-8100 | NO      |
| 20-037                                   | TM    | VARIOUS           |     | PIPE LINER | VARIOUS                                                                                       | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | 30" OR LESS DIAMETER PIPE LINING                                            | 298,813.00      | RAY OR BRANDI STOVER<br>(P) 256-231-0011<br>(F) 256-231-0011<br>PIPERWORKSOLUTIONSLLC2012@GMAIL.COM<br>© 250-530-3804 | Apr-20     | Apr-20       | NO                | NO           | NA                                                                                                               | NO      |
| 20-038                                   | CRAIG | CRAWFORDSVILIN    | CUL |            | INDIAN DEPT OF TRANS                                                                          | TEMPLES & TEMPLE<br>EXCAVATING & PAVING<br>1387 SOUTH STATE RD #60<br>CRAWFORDSVILL DISTRICT<br>SALEM, IN 47107 | IN DOT CONTRACT R-37788<br>SMALL STRUCTURE PIPE LINING                      | 384,700.00      | BROOKLYN MARTIN<br>(P) 812-833-2264<br>BROOKLYNM@TEMPLEANDTEMPLE.COM                                                  | Jun-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-039                                   | BM    | ORANGE CO         | FL  | BRIDGE     | ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS<br>4200 S JOHN YOUNG PARKWAY<br>ORLANDO, FL 32839 | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | BID # V-20735-RM BRIDGE # 750388<br>OLD WINTER GARDEN OVER SR 408           | 84,075.00       | ROLANDO MELO<br>(P) 407-836-5044<br>ROLANDO.MELO@GOFCFL.NET                                                           | Jun-20     | ONGOING      | NO                | NO           | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Tatum<br>205-414-8100 | NO      |
| 20-040                                   | AFP   | CARROLL CO        | MD  | CUL        | CARROLL COUNTY<br>225 N. CENTER ST<br>WESTMINSTER, MD 21157                                   | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | STORM DRAIN REPAIRS<br>PIGGYBACK BALTIMORE COUNTY CONTRACT                  | 200,000.00      | ERIC SILVERMAN<br>(P) 410-386-8717<br>(F) 410-876-9978                                                                | May-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-041                                   | AFP   | NORFOLK           | VA  | TUNNEL     | ECR                                                                                           | CONCRETE REPAIR & RESTORATION<br>PO BOX 1708<br>INDIAN TRAIL, NC 28079                                          | DOWNTOWN TUNNEL<br>CEILING REPAIR                                           | 29,000.00       | JIM LEE<br>(P) 410-386-8717                                                                                           | May-20     | ONGING       | NO                | NO           | NA                                                                                                               | NO      |
| 20-042                                   | TM    | MARIETTA          | OH  | CUL        | OHIO DOT DISTRICT 10<br>338 MUSKINGUM DRIVE<br>MARIETTA, OH 45750                             | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | INVERT PAVING IN VARIOUS COUNTIES CONTRACT 316-20                           | 200,000.00      | JOHN COEN<br>(P) 740-598-3906<br>JOHN.COEN@DOT.OHIO.GOV                                                               | Jun-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-043                                   | TM    | JACKSON           | TN  | CUL        | PILOT TRAVEL CENTERS LLC<br>5508 LONAS ROAD<br>KNOXVILLE TN 37909                             | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | REPAIR OF CMP AT 1-40 EXIT 85<br>CHRISTMASVILLE RD<br>PILOT # 309-04        | 310,500.00      | ROBIN DUKES<br>(P) 865-474-3409<br>ROBIN.DUKES@PILOTTRAVELCENTER.COM                                                  | Jun-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-044                                   | BM    | KEY WEST          | FL  | BRIDGE     | FDOT - DBI SERVICES<br>8395 TOWER LANE<br>SARASOTA, FL                                        | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | BRIDGE REPAIR                                                               | 100,000.00      | KENNETH AKERS<br>(P) 941-341-9200<br>KENNETH.AKERS@DBISERVICES.COM                                                    | Jun-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-045                                   | AFP   | BALTIMORE CO      | MD  | WALL       | BALTIMORE COUNTY, MD<br>111 W. CHESAPEAKE AVE<br>BALTIMORE, MD 21204                          | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | RIDGE ROAD - SOIL NAIL WALL                                                 | 224,000.00      | RADU ZAMFIRICHE<br>(P) 410-887-3711<br>(F) 410-887-4505                                                               | Jul-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-046                                   | AFP   | WESTON            | CT  | CUL        | TOWN OF WESTON, CT<br>56 NORFIEL RD<br>WESTON, CT 06883                                       | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | CULVERT LINING - TIMBER MILL LANE                                           | 34,730.00       | JOHN CONTE<br>203-222-2680                                                                                            | Aug-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-047                                   | BM    | S LUCIE CO        | FL  | LIGHTPOLE  | FDOT-TREASURE COAST<br>10404 W. SR. SUITE 109<br>DAVE, FL 33324                               | JORGENSEN<br>10404 W. SR. SUITE 109<br>DAVE, FL 33324                                                           | HIGH MAST LIGHT POLE REPAIRS                                                | 73,431.00       | DIEGO MARENTES<br>772-215-0338<br>DIEGO.MARENTES@ROYJORGENSEN.COM                                                     | Aug-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-048                                   | AFP   | NEW BRIGHTON PA   |     | CUL        | TOWN OF WEST MAYFIELD<br>3700 W 9TH ST<br>BEAVER FALLS, PA 15010                              | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | CULVERT REPAIRS                                                             | 84,400.00       | ELI KOSANVICH<br>724-910-1955                                                                                         | Sep-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-049                                   | BM    | VERO BEACH        | FL  | BRIDGE     | FLORIDA DOT - DBI<br>6209 BOWDENDALE AVE<br>JACKSONVILLE, FL 32216                            | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | DBI - DISTRICT 4 WABASSO ROAD BRIDGE - VERO CABLE WRAPS                     | 122,000.00      | JACOB WIRZ<br>904-202-2001<br>JWIRZ@DBISERVICES.COM                                                                   | Aug-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-050                                   | BM    | VERO BEACH        | F   | BRIDGE     | FLORIDA DOT - DBI<br>6209 BOWDENDALE AVE<br>JACKSONVILLE, FL 32216                            | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | DBI - DISTRICT 4 MERRILL BARBER BRIDGE # 890087                             | 82,535.00       | JACOB WIRZ<br>904-202-2001<br>JWIRZ@DBISERVICES.COM                                                                   | Sep-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-051                                   | BM    | VERO BEACH        | FL  | BRIDGE     | FLORIDA DOT - DBI<br>6209 BOWDENDALE AVE<br>JACKSONVILLE, FL 32216                            | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | DBI - INDIAN RIVER BRIDGE REHAB/REPAIR                                      | 1,024,755.50    | JACOB WIRZ<br>904-202-2001<br>JWIRZ@DBISERVICES.COM                                                                   | Sep-20     | ONGOING      | NO                | NO           | NA                                                                                                               | NO      |
| 20-052                                   | TM    | TROY              | AL  | CULVERT    | AL DOT<br>290 ELBA HWY / HWY 87 S<br>TROY, AL 36079                                           | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | PIPE INSPECTIONS/PIPE LINING<br>STORM DRAIN SERVICES<br>MA 012 200000000345 | 100,000.00      | ROBBIE SPEIGNER<br>334-333-8834<br>SPEIGNER@DOT.STATE.US                                                              | Sep-20     | ONGOING      | NO                | NO           | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Tatum<br>205-414-8100 | NO      |
| 20-053                                   | BM    | VERO BEACH        | FL  | BRIDGE     | INDIAN RIVER COUNTY<br>1807 27TH STREET<br>VERO BEACH, FL 32960                               | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | CR 512 BRIDGE REPAIRS<br>FOOT #894079 & #894078                             | 331,375.00      | JAMES W ENNIS<br>ASSIST PW DIR<br>PH: 772-770-1221<br>F: 772-778-9319                                                 | Sep-20     | ONGOING      | NO                | NO           | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196<br>Gregg Tatum<br>205-414-8100 | NO      |
| 20-054                                   | AFP   | ANDERSON TOWNSHIP | OH  | CULVERT    | ANDERSON TOWNSHIP OH<br>7650 FIVE MILE RD<br>ANDERSON TOWNSHIP OH 45230                       | PROSHOT CONCRETE<br>4158 MUSGROVE DR<br>FLORENCE, AL 35630                                                      | COPPERGLOW CT - CULVERT REHABILITATION                                      | 147,000.00      | ERIC LUGINBUHL<br>PH: 513-688-8400<br>F: 513-276-8948                                                                 | Sep-20     | ONGOING      | NO                | NO           | Fidelity & Deposit Co of MD<br>1200 Zurich Way, 5th Floor<br>Schaumburg, IL 60196                                | NO      |



PROSHOT CONCRETE, INC. 2020 JOB LISTINGS

| JOB NO. | SALES | LOCATION      | ST | TYPE         | OWNER                                                                          | GEN CONTRACTOR                                       | DESCRIPTION                                                        | CONTRACT AMOUNT | CONTACT & PHONE              | START DATE | COMPLTN DATE | LIQUIDATED DAMAGE | LEGAL ACTION OWNER | BONDING CO                                                                  | MBE/WBE |
|---------|-------|---------------|----|--------------|--------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------------|-----------------|------------------------------|------------|--------------|-------------------|--------------------|-----------------------------------------------------------------------------|---------|
| 20-055  | TM    | HUNTSVILLE    | AL | ROOF         | REDSTONE ARSENAL HUNTSVILLE, AL                                                | HENSEL PHELPS                                        | ROOF REMEDIATION                                                   | 61,500.00       | TARA ROSSOMANDO 801-337-2402 | Sep-20     | ONGOING      | NO                | NO                 | Gregg Tatum 205-414-8100                                                    | NO      |
| 20-056  | BM    | ORLANDO       | FL | BRIDGE       | FLORIDA DOT 4501 SW 34TH STREET ORLANDO, FL                                    | DBI                                                  | CURRY FORD RD. BRIDGE REPAIR                                       | 12,590.00       | JACOB WIRZ 904-282-2001      | Sep-20     | ONGOING      | NO                | NO                 | N/A                                                                         | NO      |
| 20-057  | AFP   | LORTON        | VA | CULVERT      | SUNBELT RENTAL 7809 KINCANNON PLACE LORTON, VA 22079                           | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | STORM DRAIN DENTENTION FACILITY                                    | 64,000.00       | JOEL THEROS 703-550-8320     | Oct-20     | NO           | NO                | NO                 | N/A                                                                         | NO      |
| 20-058  | BM    | TAMPA         | FL | BRIDGE       | RIPA & ASSOCIATES 1400 TECH BLVD TAMPA, FL 33619                               | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | TAHO WOODS CRACK INJECTION                                         | 4,375.00        | JAY ROBBINS 813-823-8777     | Sep-20     | NO           | NO                | NO                 | NO                                                                          | NO      |
| 20-059  | AFP   | ATHENS COUNTY | OH | CULVERT      | ATHENS COUNTY, OH 15 S. COURT STREET ATHENS, OH 45701                          | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CULVERT REPAIRS-ATH-CR25-7.82                                      | 93,400.00       | DONNIE STEVENS 740-503-3514  | Sep-20     | NO           | NO                | NO                 | Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60196 | NO      |
| 20-060  | BM    | TAMPA         | FL | BRIDGE       | FERROVIAL SERVICES 210 S. BREVARD AVENUE TAMPA, FL 33606                       | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | CONCRETE BRIDGE REPAIRS                                            | 50,000.00       | SHARON DAVIDSON 813-250-3616 | Oct-20     | NO           | NO                | NO                 | NO                                                                          | NO      |
| 20-061  | BM    | TAMPA         | FL | BRIDGE       | FLORIDA DOT - DBI 6035 TOWER LANE SARASOTA, FL 34240                           | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | BRIDGE REPAIRS DISTRICT 1 & 7                                      | 650,000.00      | KENNETH AKERS 941-341-9300   | Oct-20     | ONGOING      | NO                | NO                 | NO                                                                          | NO      |
| 20-062  | BM    | ORANGE COUNTY | FL | BRIDGE       | ORANGE COUNTY BOARD OF COMMISSIONERS 4200 S. JOHN YOUNG PKWY ORLANDO, FL 32839 | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | BRIDGE REPAIRS 754066,754103 7,541,424,754,061 CONTRACT Y20-768-RM | 341,532.00      | ROLANDO MELO 407-836-5644    | Nov-20     | ONGOING      | NO                | NO                 | Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60196 | NO      |
| 20-063  | AFP   | VANDALIA      | OH | CULVERT      | CITY OF VANDALIA OHIO 333 JAMES E. BOHANAN VANDALIA, OH 45377                  | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | BUTTERCUP AVENUE STORM SEWER LINING                                | 49,706.00       | ROB CRON 937-415-2323        | Nov-20     | NO           | NO                | NO                 | Fidelity & Deposit Co of MD 1209 Zurich Way, 5th Floor Schaumburg, IL 60196 | NO      |
| 20-064  | AFP   | YORK          | SC | DITCH/ SLOPE | CATAWBA NUCLEAR PLANT 162 COMMODORE LOOP MOORESVILLE, NC                       | GCC GRADING LLC 162 COMMODORE LOOP MOORESVILLE, NC   | DITCH SLOPE STABILIZATION                                          | 420,000.00      | GARY CHEPKE 704-991-9465     | Dec-20     | NO           | NO                | NO                 | NO                                                                          | NO      |
| 20-065  | CC    | NORTHPORT     | FL | DOVE         | NEIGHBORHOOD DEVELOPMENT 4070 CITY HALL BLVD NORTH PORT, FL 34286              | PROSHOT CONCRETE 4158 MUSGROVE DR FLORENCE, AL 35630 | SHOTCRETE DOVE                                                     | 40,000.00       | DAVE PRESSLER 954-376-7044   | Dec-20     | ONGOING      | NO                | NO                 | NO                                                                          | MO      |



**PROSHOT  
CONCRETE** INC

SHOTCRETE CONTRACTORS & ENGINEERS

### 2023 Pipe Rehabilitation Tentative Schedule

#### Paloverde Drive

| Work Description       | Days to complete |
|------------------------|------------------|
| Mobilization           | 1 Day            |
| Traffic Set Up         | 1 Day            |
| Bypass Set up 36" Pipe | 1 Day            |
| Clean 36" Pipe         | 2 Days           |
| Shoot 36" Pipe         | 3 Days           |
| Site Clean up          | 1 Day            |
|                        | Total 9 Days     |

#### Sumit Creek Drive

| Work Description       | Days to complete |
|------------------------|------------------|
| Mobilization           | 1 Day            |
| Traffic Set Up         | 1 Day            |
| Bypass Set up 48" Pipe | 1 Day            |
| Clean 48" Pipe         | 2 Day            |
| Shoot 48" Pipe         | 2 Days           |
| Site Clean Up          | 1 Day            |
|                        | Total 8 Days     |

#### Sumit Wood Drive

| Work Description       | Days to Complete |
|------------------------|------------------|
| Mobilization           | 1 Day            |
| Traffic Set Up         | 1 Day            |
| Bypass Set up 36" pipe | 1 Day            |
| Clean 36" Pipe         | 2 Days           |
| Shoot 36" Pipe         | 3 Days           |
| Site Clean up          | 1 Day            |
|                        | Total 9 Days     |

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946  
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER





**PROSHOT  
CONCRETE** INC

SHOTCRETE CONTRACTORS & ENGINEERS

Plantation Way

| Work Description       | Days to Complete |
|------------------------|------------------|
| Mobilization           | 1 Day            |
| Traffic Set Up         | 1 Day            |
| Bypass Set up 36" pipe | 1 Day            |
| Clean 36" Pipe         | 2 Days           |
| Shoot 36" Pipe         | 3 Days           |
| Site Clean up          | 1 Day            |
|                        | Total 9 Days     |

Kennesborough Road

| Work Description       | Days to Complete |
|------------------------|------------------|
| Mobilization           | 1 Day            |
| Traffic Set Up         | 1 Day            |
| Bypass Set up 48" Pipe | 1 Day            |
| Clean 48" Pipe         | 2 Days           |
| Shoot 48" Pipe         | 2 Days           |
| Site Clean up          | 1 Day            |
|                        | Total 8 Days     |

Legacy Park Circle near Highcroft Main

| Work Description       | Days to Complete |
|------------------------|------------------|
| Mobilization           | 1 Day            |
| Traffic Set Up         | 1 Day            |
| Bypass Set up 48" Pipe | 1 Day            |
| Clean 48" Pipe         | 2 Days           |
| Shoot 48" Pipe         | 2 Days           |
| Site Clean up          | 1 Day            |
|                        | Total 8 Days     |

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946  
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



**PROSHOT  
CONCRETE<sup>INC</sup>**

SHOTCRETE CONTRACTORS & ENGINEERS

Legacy Park Circle near Annadale Main

| Work Description                 | Days to Complete |
|----------------------------------|------------------|
| Mobilization                     | 1 Day            |
| Traffic Set up                   | 1 Day            |
| Bypass Set up 60" Pipe           | 1 Day            |
| Clean 60" Pipe                   | 2 Days           |
| Shoot 60" Pipe                   | 3 Days           |
| Demobilization and Site Clean up | 1 Day            |
|                                  | Total 9 Days     |

**Total Days All Locations 60 Days**

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636  
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946  
[WWW.PROSHOTCONCRETE.COM](http://WWW.PROSHOTCONCRETE.COM)

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2022

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).

|                                                                                         |                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Cobbs Allen<br>115 Office Park Drive, Ste 200<br>Birmingham AL 35223 | <b>CONTACT NAME:</b> Cameron Cartee<br><b>PHONE (A/C No., Ext):</b> 205-874-3600<br><b>E-MAIL ADDRESS:</b> ccartee@cobbsallen.com<br><b>FAX (A/C, No):</b> 205-414-8105                                                                                      |
| <b>INSURED</b><br>Proshot Concrete, Inc.<br>4158 Musgrove Drive<br>Florence AL 35630    | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: New Hampshire Ins. Company<br>INSURER B: Navigators Specialty Ins Co<br>INSURER C: Zurich American Insurance Company<br>INSURER D: Charter Oak Fire<br>INSURER E: Endurance American Ins Co<br>INSURER F: |
|                                                                                         | <b>NAIC #</b><br>23841<br>36056<br>16535<br>25615<br>10641                                                                                                                                                                                                   |

**COVERAGES**

CERTIFICATE NUMBER: 856705623

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                                                                                                                                                                                                                                          |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------------------------|----------------------------------|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| C           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER:                                                                       |           |          | GLO143704602                                            | 9/1/2022                         | 9/1/2023                         | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| C           | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> Comp Ded 250<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> Coll Ded 500 |           |          | BAP148163501                                            | 9/1/2022                         | 9/1/2023                         | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                 |
| B           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br>DED <input checked="" type="checkbox"/> RETENTION \$ n                                                                                                                                                                                                                                      |           |          | GA22EXC874299IV                                         | 9/1/2022                         | 9/1/2023                         | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$                                                                                                                                                                                    |
| A           | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                    | Y/N<br>N  | N/A      | 025893654                                               | 9/1/2022                         | 9/1/2023                         | <input checked="" type="checkbox"/> PER STATUTE<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                                       |
| D<br>B<br>E | Equipment Floater<br>Pollution<br>Excess Liability                                                                                                                                                                                                                                                                                                                                               |           |          | QT6303H562574TIL22<br>NY21ECPX00251NC<br>EXC30024339100 | 9/1/2022<br>9/1/2021<br>9/1/2022 | 9/1/2023<br>9/1/2023<br>9/1/2023 | Leased / Rented<br>Pollution<br>Excess Liab Limit<br>500,000<br>2,000,000<br>5,000,000                                                                                                                                                          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability-  
- Primary and Non-Contributory  
- Additional Insured as required by contract Blanket  
- Additional Insured Lessor of Leased Equipment Blanket  
- Additional Insured Engineers, Architects or Surveyors no Engaged by Named Insured  
- Additional Insured Completed Operations - Blanket  
- Waiver of Subrogation Blanket  
- XCU is not excluded  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

The City Of Kennesaw, Georgia  
2529 J.O. Stephenson Avenue  
Kennesaw GA 30144-0000

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.



# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

|                       |           |                                                                                     |  |
|-----------------------|-----------|-------------------------------------------------------------------------------------|--|
| AGENCY<br>Cobbs Allen |           | NAMED INSURED<br>Proshot Concrete, Inc.<br>4158 Musgrove Drive<br>Florence AL 35630 |  |
| POLICY NUMBER         |           |                                                                                     |  |
| CARRIER               | NAIC CODE | EFFECTIVE DATE:                                                                     |  |

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- 30 Day notice of cancellation per policy terms and conditions.

### **Auto Liability-**

- Designated Insured Blanket
- Waiver of Subrogation Blanket
- Blanket Additional Insured and Loss Payee
- 30 Day notice of Cancellation per policy terms and conditions

### **Work Comp-**

- Blanket Waiver of Subrogation
- Alternate Employer Endorsement
- Longshore and Harbor Coverage
- 30 Day Notice of Cancellation per policy terms and conditions

### **Umbrella -**

- Follow form

Certificate is a reflection of the current coverages provided for the insured. Limits and coverages are afforded to the certificate holder only if required by written contract. Coverage is primary as respects to General Liability and non-contributory as subject to the terms, conditions and exclusions of your policy. It is agreed by endorsement to the General Liability policy that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.



## City of Kennesaw 2023 Pipe Rehabilitation Questions & Answers

**Question #1:** The bid states that this project is calling for Cured in place or spray liner and must meet ASTM (in regards to cured in place), but does not specify ASTM F2019 or ASTM F1216. Do you know if the city will accept ASTM F2019 (UV GRP pipe liner) as a means of "cured in place"?

**Answer #1:**

This method is acceptable to the City.

---

**Question #2:**

Our contractor [REDACTED] would like to submit a bid on the project in Kennesaw using Thermoform PVC for the 36" pipe and Cure in Place for the other diameters. Please attached documents and advise prior to the mandatory pre-bid.

**Answer #2:**

This method is acceptable to the City.

---

**Question #3:**

Do you happen to have a cost estimate or range for this project?

**Answer #3:**

The City does not have an engineer's estimate for this project.

---

**Question #4:**

I don't see the supplemental general conditions that this contract says has the insurance specs included. I tried looking on the Kennesaw website and don't see it published either. Can you please provide a copy of this?

**Answer #4:**

Please disregard the sample insurance request

---

**Question #5:**

1. What is the anticipated Notice to Proceed (NTP) date?
2. Is there a CIPP Specification that contractors are to adhere to?
3. Will the Owner provide access to each Manhole? The larger diameter segments (48" and 60") may require some form of structure modification to install a CIPP Liner.
4. What are the approved materials for cementitious lining of storm pipes?
5. Will the owner be providing a water meter for the contractor to utilize free of charge for this project?
6. Will the City provide a drying bed to the contractor to dispose the solids once decanted from the vacuum truck? If so, what is the location?
7. If no drying bed will be provided by the owner, what is a nearby location that will accept the debris?
8. Since debris in storm pipes can vary greatly, will the Owner consider adding Cleaning and CCTV line items per each diameter?
9. What type and frequency CIPP test are required (if any) ie. flexural strength & modulus, thickness etc.3
10. Will the owner / engineer please review and accept 1" of GeoKrete Geopolymer as a single standalone rehabilitation application as an alternative to the CIPP liner for diameters 36" and above? [Vortex-GeoKrete®-TDS-8.pdf \(vortexcompanies.com\)](#)

**Answer #5:**

1. This project is anticipated to start in late June / early July
  2. In Section 3.2 of Pipe Lining System, the lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
  3. The contractor will have access to all manholes, however, that access may be limited to the dimensions of the ring and cover.
  4. The lining system used should be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.
    - a. Lining thickness a minimum of 0.5 inch
    - b. A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.
    - c. The lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
  5. The City will not be providing a water meter to utilize free of charge for this project.
  6. The City will not be providing a drying bed to the contractor to dispose the solids once decanted from the vacuum truck.
  7. The contractor is responsible for finding a location that will accept the debris.
  8. The cost for cleaning and CCTV should be included in the bid price.
  9. In Section 3.2 of Pipe Lining System, the lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
  10. This method is acceptable to the City.
- 

**Question #6:**

I was wondering if you could provide me with some additional information for the above project reference. I was wondering if you could provide me with US and DS manholes for each pipe ID, as well as

the MH depths for each. If you have this information and could send it along, that would be greatly appreciated.

**Answer #6:**

The City does not have a full dataset for all of the upstream and downstream structure measurements. The Contractor will have an opportunity to visit the locations and take measurements after the pre-bid meeting.

---

**Question #7:**

If removal of concrete tops is required to create an adequate sized opening for CIPP Liner insertion, is the cost to remove/replace to be absorbed into the pay item or will this be provided by the City?

**Answer #7:**

The Contractor will have access to all structures, however, that access may be limited to the dimensions of the ring and cover.

---

**Question #8:**

Will the City give any leniency on the 60-day timeframe?

**Answer #8:**

The City will allow 90 days for completion of this project. This timeframe will be reflected in the contract with the awarded Contractor.

---

**Question #9:**

Will the Contractor be responsible for repairing gaps (i.e., separation between pipe and downstream structure) before relining?

**Answer #9:**

Yes, the Contractor will be responsible for grouting or otherwise repairing these areas before relining.

---

**Question #10:**

Does all of the corrugation need to be filled in?

**Answer #10:**

No, as long as the thickness is adequate and follows the required specifications.

---

**Question #11:**

What material should be used?

**Answer #11:**

The lining system used can be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.

---

**Question #12:**

Is a PE signature required?

**Answer #12:**

Yes. A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.

---

**Question #13:**

Can the City provide a temporary storage area?

**Answer #13:**

Currently the City does not have enough space for the Contractor to store materials at a storage lot. However, there may be some opportunity for the Contractor to have some storage within the right-of-way.

---

**Question #14:**

Can the City send the photos that were shown during the Pre-Bid Meeting?

**Answer #14:**

Yes, the City will send the photos shown during the Pre-Bid Meeting. However, it should be noted that conditions may have changed since these photos were taken. Contractors should visit the sites in-person for an accurate representation of the pipe conditions.

---

**Question #15:**

Will work have to be completed on the pipes before relining?

**Answer #15:**

In situations where the bottom of a pipe has rusted out, the Contractor would have to stabilize the bottom of the pipe before relining.

---



**Question #16:**

Does the City have an engineer's estimate for this project?

**Answer #16:**

No

---

**Question #17:**

Will the Contractor be responsible for debris?

**Answer #17:**

Yes, the Contractor will be responsible for removing and properly disposing of debris from the pipes.

Addendum 1 Acknowledged



Anthony McDougale, President Date 5/25/23

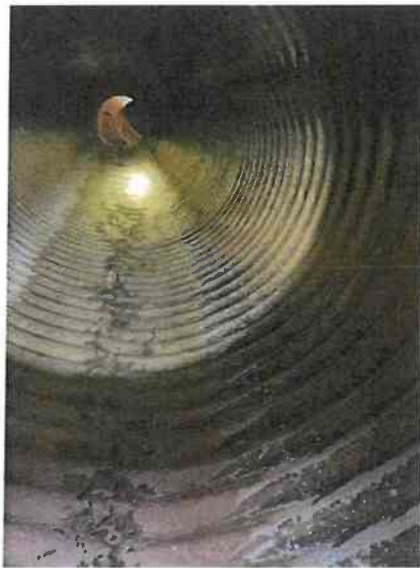


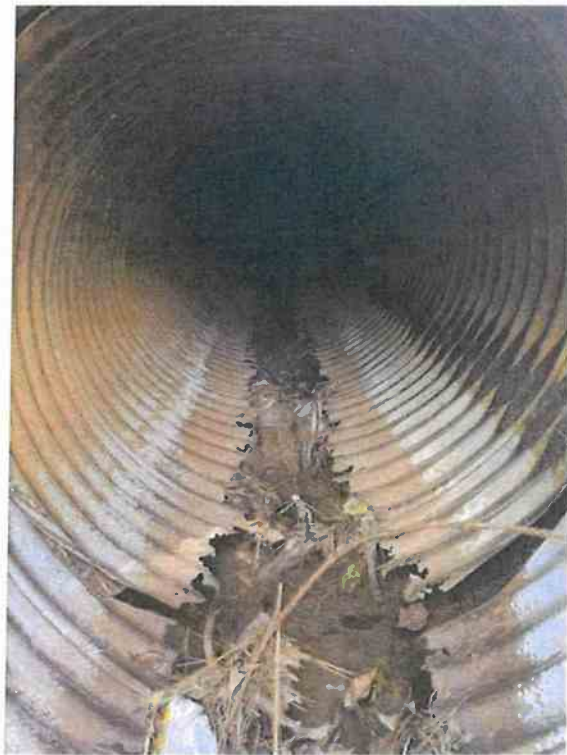


## **City of Kennesaw 2023 Pipe Rehabilitation Photos**

*Note: Conditions may have changed since these photos were taken. Contractors should visit the sites in-person for an accurate representation of the pipe conditions.*

### **Paloverde Drive**





Sumit Creek Drive



Sumit Wood Drive





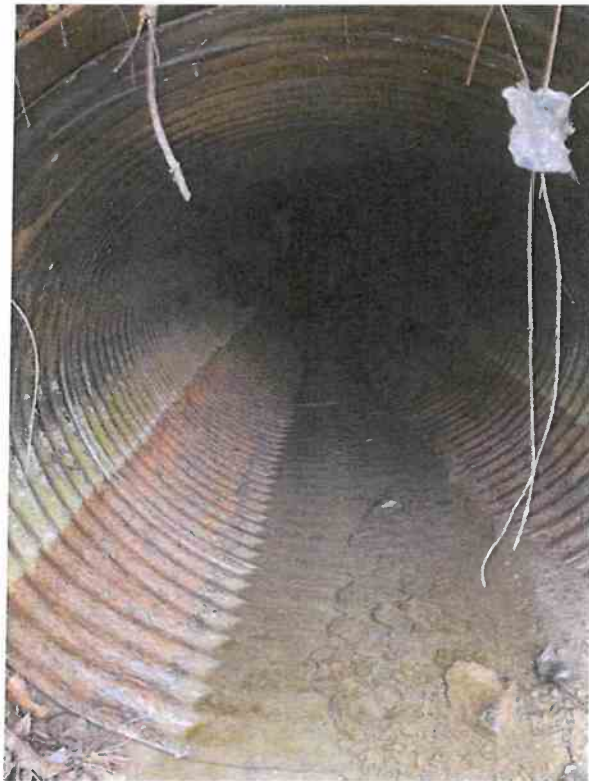
Plantation Way



Kennesborough Road



Legacy Park Circle near Highcroft Main





Legacy Park Circle near Annandale Main



Acknowledgment of Addendum # 2

*Anthony McDougale*

Anthony McDougale, President Date 5/25/23





## City of Kennesaw 2023 Pipe Rehabilitation

### Change of Location for Bid Submittals and Public Bid Opening

Please note the following changes in bid submittal and bid opening locations for the 2023 Pipe Rehabilitation project. All bids should still be submitted to the same address, **2529 J.O. Stephenson Avenue, Kennesaw, Georgia**, however the locations within the building have changed.

#### Bid Submittals:

- Drop off Bid Submittal Packages at Kennesaw City Hall building (2529 J.O. Stephenson Avenue, Kennesaw, GA) in the Police Department lobby.

#### Public Bid Opening:

- Bids will be publically opened at the Kennesaw City Hall building (2529 J.O. Stephenson Avenue, Kennesaw, GA) in the City Hall Council / Court Chambers.



## City of Kennesaw 2023 Pipe Rehabilitation Questions & Answers

**Question #1:** The bid states that this project is calling for Cured in place or spray liner and must meet ASTM (in regards to cured in place), but does not specify ASTM F2019 or ASTM F1216. Do you know if the city will accept ASTM F2019 (UV GRP pipe liner) as a means of "cured in place"?

**Answer #1:**

This method is acceptable to the City.

---

**Question #2:**

Our contractor [REDACTED] would like to submit a bid on the project in Kennesaw using Thermoform PVC for the 36" pipe and Cure in Place for the other diameters. Please attached documents and advise prior to the mandatory pre-bid.

**Answer #2:**

This method is acceptable to the City.

---

**Question #3:**

Do you happen to have a cost estimate or range for this project?

**Answer #3:**

The City does not have an engineer's estimate for this project.

---

**Question #4:**

I don't see the supplemental general conditions that this contract says has the insurance specs included. I tried looking on the Kennesaw website and don't see it published either. Can you please provide a copy of this?

**Answer #4:**

Please disregard the sample insurance request

---

**Question #5:**

1. What is the anticipated Notice to Proceed (NTP) date?
2. Is there a CIPP Specification that contractors are to adhere to?
3. Will the Owner provide access to each Manhole? The larger diameter segments (48" and 60") may require some form of structure modification to install a CIPP Liner.
4. What are the approved materials for cementitious lining of storm pipes?
5. Will the owner be providing a water meter for the contractor to utilize free of charge for this project?
6. Will the City provide a drying bed to the contractor to dispose the solids once decanted from the vacuum truck? If so, what is the location?
7. If no drying bed will be provided by the owner, what is a nearby location that will accept the debris?
8. Since debris in storm pipes can vary greatly, will the Owner consider adding Cleaning and CCTV line items per each diameter?
9. What type and frequency CIPP test are required (if any) ie. flexural strength & modulus, thickness etc.3
10. Will the owner / engineer please review and accept 1" of GeoKrete Geopolymer as a single standalone rehabilitation application as an alternative to the CIPP liner for diameters 36" and above? [Vortex-GeoKrete®-TDS-8.pdf \(vortexcompanies.com\)](#)

**Answer #5:**

1. This project is anticipated to start in late June / early July
  2. In Section 3.2 of Pipe Lining System, the lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
  3. The contractor will have access to all manholes, however, that access may be limited to the dimensions of the ring and cover.
  4. The lining system used should be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.
    - a. Lining thickness a minimum of 0.5 inch
    - b. A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.
    - c. The lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
  5. The City will not be providing a water meter to utilize free of charge for this project.
  6. The City will not be providing a drying bed to the contractor to dispose the solids once decanted from the vacuum truck.
  7. The contractor is responsible for finding a location that will accept the debris.
  8. The cost for cleaning and CCTV should be included in the bid price.
  9. In Section 3.2 of Pipe Lining System, the lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.
  10. This method is acceptable to the City.
- 

**Question #6:**

I was wondering if you could provide me with some additional information for the above project reference. I was wondering if you could provide me with US and DS manholes for each pipe ID, as well as

the MH depths for each. If you have this information and could send it along, that would be greatly appreciated.

**Answer #6:**

The City does not have a full dataset for all of the upstream and downstream structure measurements. The Contractor will have an opportunity to visit the locations and take measurements after the pre-bid meeting.

---

**Question #7:**

If removal of concrete tops is required to create an adequate sized opening for CIPP Liner insertion, is the cost to remove/replace to be absorbed into the pay item or will this be provided by the City?

**Answer #7:**

The Contractor will have access to all structures, however, that access may be limited to the dimensions of the ring and cover.

---

**Question #8:**

Will the City give any leniency on the 60-day timeframe?

**Answer #8:**

The City will allow 90 days for completion of this project. This timeframe will be reflected in the contract with the awarded Contractor.

---

**Question #9:**

Will the Contractor be responsible for repairing gaps (i.e., separation between pipe and downstream structure) before relining?

**Answer #9:**

Yes, the Contractor will be responsible for grouting or otherwise repairing these areas before relining.

---

**Question #10:**

Does all of the corrugation need to be filled in?

**Answer #10:**

No, as long as the thickness is adequate and follows the required specifications.

---

**Question #11:**

What material should be used?

**Answer #11:**

The lining system used can be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.

---

**Question #12:**

Is a PE signature required?

**Answer #12:**

Yes. A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.

---

**Question #13:**

Can the City provide a temporary storage area?

**Answer #13:**

Currently the City does not have enough space for the Contractor to store materials at a storage lot. However, there may be some opportunity for the Contractor to have some storage within the right-of-way.

---

**Question #14:**

Can the City send the photos that were shown during the Pre-Bid Meeting?

**Answer #14:**

Yes, the City will send the photos shown during the Pre-Bid Meeting. However, it should be noted that conditions may have changed since these photos were taken. Contractors should visit the sites in-person for an accurate representation of the pipe conditions.

---

**Question #15:**

Will work have to be completed on the pipes before relining?

**Answer #15:**

In situations where the bottom of a pipe has rusted out, the Contractor would have to stabilize the bottom of the pipe before relining.

---

**Question #16:**

Does the City have an engineer's estimate for this project?

**Answer #16:**

No

---

**Question #17:**

Will the Contractor be responsible for debris?

**Answer #17:**

Yes, the Contractor will be responsible for removing and properly disposing of debris from the pipes.

---

**Question #18:**

Will the Owner confirm whether P.E. stamped calculations for pipes proposed to be rehabilitated with spray applied pipe lining (SAPL) are required with the bid documents?

**Answer #19:**

P.E. stamped calculations are not required as part of the bid. This will be required as part of the submittal before work begins.

---

**Question #19:**

Paragraph 2.1 states "Bidders are required to examine the Specifications and drawings carefully... – however, there is limited information in the project "Specifications section and it appears that cured in place pipe (CIPP) and spray in linings are treated the same \_ so while the resultant performance of either method may be functionally equivalent, standards and design protocol are very different and a little more guidance would provide some clarity for the bidders and ensure appropriate product performance for the City \_

Therefore, would it be possible for the City to better delineate between the two trenchless technologies by revising paragraph 3.1 of the project Specifications to read as follows?

3.1 The lining system used should be a cured in place pipe (CIPP) lining, spray in liner or a product otherwise approved by the Public Works Project Manager.

3.1.a. Lining thickness for CIPP method should be a minimum of 0.5 inch.

3.1.b. Lining thickness for spray in liner method should be a minimum of 1.0 inch.

3.1.c. A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.

**Answer #19:**

The specifications included in the Request for Bids will remain as they are currently written.

3.1 The lining system used should be a cured in place product, spray in liner or a product otherwise approved by the Public Works Project Manager.

3.1.a Lining thickness a minimum of 0.5 inch

3.1 b A Georgia Professional Engineer (PE) will need to certify material and lining thickness for the structural rehabilitation of the pipe for the project.

3.2 The lining shall further be performed in accordance with applicable ASTM and ACI Standards and Specifications.

Acknowledgment of Addendum # 3

Anthony McDougale

Anthony McDougale, President Date 5-25-23





COPY



STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
Georgia Construction Industry Licensing Board  
LICENSE NO. 0167 UC301715

Proshot Concrete Incorporated

James Blankenship  
4158 Musgrove Drive  
Florence AL 35630

Utility Contractor

EXP DATE - 04/30/2025 Status: Active  
Issue Date: 09/15/2006

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 web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).  
Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
237 Coliseum Drive  
Macon GA 31217  
Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Proshot Concrete Incorporated  
4158 Musgrove Drive  
Florence AL 35630



STATE OF GEORGIA  
BRAD RAFFENSPERGER, Secretary of State  
Georgia Construction Industry Licensing Board  
License No. 0167 UC301715

Proshot Concrete Incorporated

James Blankenship  
4158 Musgrove Drive  
Florence AL 35630

Utility Contractor

EXP DATE - 04/30/2025 Status: Active  
Issue Date: 09/15/2006



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

Name: Proshot Concrete Incorporated

Owner: James Blankenship

Address: 4158 Musgrove Drive

Florence AL 35630

### Primary Source License Information

|                          |                            |                                    |
|--------------------------|----------------------------|------------------------------------|
| <b>Lic #:</b> UC301715   | <b>Profession:</b> Utility | <b>Type:</b> Utility Contractor    |
| <b>Secondary:</b>        | <b>Method:</b> Application | <b>Status:</b> Active              |
| <b>Issued:</b> 9/15/2006 | <b>Expires:</b> 4/30/2025  | <b>Last Renewal Date:</b> 3/3/2023 |

### Associated Licenses

Relationship: Supervisor

Licensee: Federer, David Lawrence

**License Type:** Utility Manager

License #: UM001361

**License Status:** Active

Established: 9/15/2006

**Association Date:** 7/26/2006

**Expiry:**

Type: Prerequisite User

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: March 6, 2023 12:32:27

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 844-753-7825.

Receptionists: Please enter all bid packages delivered and give to City Clerk's office.

# City Bid Log/Results

**Project:** 2023 Pipe Rehab

**Deadline:** May 26, 2023 at 3:00 pm

| Date Rec'd. | Time     | Company                           | Bid Amounts<br>(to be filled out by Clerk at opening) | Awarded Bid | Comments |
|-------------|----------|-----------------------------------|-------------------------------------------------------|-------------|----------|
| 05/25/2023  | 7:30AM   | Gulf Coast Underground            | 1,069,218.00                                          |             |          |
| 05/25/2023  | 10:00AM  | US Infra Rehab Services           | 449,436.52                                            |             |          |
| 05/26/2023  | 8:40 AM  | Utility Asset Management          | 322,490.00                                            |             |          |
| 05/26/2023  | 8:40 AM  | ProShot Concrete                  | 288,443.00                                            |             |          |
| 05/26/2023  | 9:57 AM  | Cajenn Construction and Rehab     | 427,444.00                                            |             |          |
| 05/26/2023  | 9:57 AM  | Vortex Services                   | 598,930.00                                            |             |          |
| 05/26/2023  | 10:34 AM | Inliner Solutions                 | 547,305.00                                            |             |          |
| 05/26/2023  | 2:02 PM  | Metal and Material Engineer , LLC | 722,082.46                                            |             |          |
|             |          |                                   |                                                       |             |          |
|             |          |                                   |                                                       |             |          |
|             |          |                                   |                                                       |             |          |
|             |          |                                   |                                                       |             |          |
|             |          |                                   |                                                       |             |          |
|             |          |                                   |                                                       |             |          |

Receptionists: Please enter all bid packages delivered and give to City Clerk's office.