Mayor
Derek Easterling
City Manager
Jeff Drobney, ICMA-CM
City Clerk
Lea Alvarez, CMC

Council
Madelyn Orochena
Tracey Viars
Pat Ferris
Antonio Jones
Anthony Gutierrez

City Council
Meeting Agenda
June 2, 2025 6:30 PM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

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

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1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Announcements**
5. **Presentations**
6. **Public Comment**
   This section is for comment on any item on the agenda.
7. **Old Business**
8. **New Business**
9. **Committee and Board Reports**
10. **Public Hearing(s)**
    A. **FIRST PUBLIC HEARING: Updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) 2025-2029**
    Consideration for approval of a Resolution adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2025-2029. No action will take place until the regularly scheduled June 16, 2025, Mayor and Council meeting. Case# MISC2025-04.
11. **Consent Agenda**
    A. **Minutes: May 10, 2025 Council Discussion Session**
    Approval of the May 10, 2025, Council Discussion Session minutes.

B. **Minutes: May 12, 2025 Work Session**
Approval of the May 12, 2025, City Council work session minutes.

C. **Minutes: May 12, 2025 Executive Session**
Approval of the May 12, 2025, City Council executive session minutes.

D. **Minutes: May 19, 2025 Regular Meeting**
Approval of the May 19, 2025, City Council regular meeting minutes.

E. **Resolution: Fireworks Display Services**
Consideration for approval of a Resolution authorizing the Mayor to execute an agreement with PYRO Shows East Coast Inc. for July 3rd fireworks.

12. General and Administrative

A. **Alcohol License: RK Gas and Food Inc**
Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for RK Gas and Food Inc d/b/a Food Mart located at 1880 Old 41 HWY NW STE 100 Kennesaw, GA 30152. Applicant: Raheen Dadani

B. **Alcohol License: SPC Kennesaw, Inc.**
Consideration for approval of a Retail Pouring Alcohol License for Liquor, Beer, Wine, and Sunday Sales for SPC Kennesaw, Inc. d/b/a SuBourbon Bar located at 2718 Summers St, Kennesaw, GA 30144. Applicants: Mindaugas Judvytis, Randy Welte, Joseph Hsiao, and Matthew Hsiao

C. **Alcohol License: Antojoland, LLC**
Consideration for approval of a Retail Pouring Alcohol License for Beer and Sunday Sales for Antojoland, LLC d/b/a Antolandandia located at 2851 Cobb Pkwy NW STE 210 Kennesaw, GA 30152. Applicants: Natalia Rendon and Abraham De Niz.

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment
This section is for general comment.

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

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

21. Council Reports & Discussions

22. Executive Session

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

23. Adjourn

Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: June 2, 2025

TITLE: **FIRST PUBLIC HEARING: Updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) 2025-2029**
Consideration for approval of a Resolution adopting the updates to the Capital Improvement Element and Short Term Work Program (CIE/STWP) report covering the five-year period of 2025-2029. No action will take place until the regularly scheduled June 16, 2025, Mayor and Council meeting. Case# MISC2025-04.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. RES 2025 - CIE-STWP Adoption
2. 2025-2029 Capital Improvement Projects
3. Annual Fee Financial Report FY 2023-2024
4. Draft Annual STWP2025-2029 ds
5. MISC2025-04_MDJ Legal AD-CIE Final adoption
6. MISC2025-04_MDJ Proof
7. 2025-05-23 CIESTWP Ad
8. 2025-05-30 CIESTWP Ad

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2025-__

RESOLUTION ADOPTING THE UPDATES TO THE CAPITAL IMPROVEMENT ELEMENT AND THE SHORT-TERM WORK PROGRAM COVERING THE FIVE-YEAR PERIOD 2025-2029

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 2, 2025 and for final adoption at a meeting held by the Mayor and Council on June 16, 2025 at which the City of Kennesaw solicited community input on community needs and issues and which was conducted pursuant to the State's Minimum Planning Standards and Procedures; and

WHEREAS, the updated sections of the Capital Improvements Elements and Short-Term Work Program were submitted to Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA) for review and recommendations on April 7, 2025. Atlanta Regional Commission and Department of Community Affair have completed their review and have informed the City that they have determined that the submittal complies with the Development Impact Fee and the Minimum Standards and Procedures for Local Comprehensive Planning.

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

PASSED AND ADOPTED by the City of Kennesaw Mayor and Council on this ___ day of May 2025.

ATTEST: CITY OF KENNESAW

_____ _____

Lea Alvarez, City Clerk Derek Easterling, Mayor

CITY OF KENNESAW
SUMMARY OF FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

	A	B	C	D	E	F	G
1		FY2024-2025	FY2025-2026	FY2026-2027	FY2027-2028	FY2028-2029	TOTAL
2	Police vehicles	200,000	200,000	250,000	350,000	200,000	$ 1,200,000
3	Parks & Recreation Vehicles	40,000	45,000	80,000	80,000	80,000	$ 325,000
4	Street Vehicles	100,000	150,000	150,000	150,000	150,000	$ 700,000
5	Stormwater Utility CIP Project	500,000	350,000	350,000	350,000	350,000	$ 1,900,000
6	Street Improvements - Paving/Sidewalks/LMIG	425,000	425,000	300,000	350,000	500,000	$ 2,000,000
7	Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	40,000	35,000	35,000	40,000	40,000	$ 190,000
8	Computer System Upgrades	75,000	100,000	100,000	100,000	100,000	$ 475,000
9	Traffic Improvements - Rutledge Rd., Cathey Ln., Cherokee St., Ben King Rd., Sardis St. Ext. & Overpass	4,000,000	10,000,000	7,000,000	5,000,000	4,000,000	$ 30,000,000
10	Adams Park Improvements: playground and concession upgrades	100,000	250,000	250,000	100,000	250,000	$ 950,000
11	Parks & Recreation Facility Improvements including upgrades to workout space and replacement of gym equipment bleachers, scoreboards, dividing curtains, etc.	50,000	100,000	150,000	150,000	50,000	$ 500,000
12	Smith-Gilbert Gardens Improvements - pavillion, pathways, restrooms, ADA parking lot	1,141,489	NA	NA	NA	NA	$ 1,141,489
13	Swift-Cantrell Park Improvements including upgrades to the dog park	100,000	NA	NA	NA	NA	$ 100,000
14	Public Safety Building - Construction	4,700,000	11,000,000	NA	NA	NA	$ 15,700,000
15	East Park Community Park development to include ADA accessible playground, parking, and restrooms.	250,000	950,000	NA	NA	NA	$ 1,200,000
16	Community Center Improvements: New flooring, lighting, and upgrades to art studios.	50,000	100,000	100,000	NA	NA	$ 250,000
17	Neighborhood Street Improvements - Kencrest/Knights Bridge	3,000,000	2,000,000	1,500,000	1,000,000	NA	$ 7,500,000
18	Hiram-Butler House Improvements including renovations to the foundation, exterior paint, and windows	NA	250,000	250,000	NA	NA	$ 500,000
19	Trail Improvements - Pedestrian Bridges	NA	250,000	200,000	NA	NA	$ 450,000
20	Cemetery Improvements - Street Paving & Erosion Control	NA	150,000	NA	NA	NA	$ 150,000
21	Cobb International Blvd Reclamation	NA	2,000,000	NA	NA	NA	$ 2,000,000
22	Swift Cantrell Traffic Light	NA	350,000	NA	NA	NA	$ 350,000
23	Smith-Gilbert Gardens Education Center: design and construction	NA	NA	2,000,000	2,000,000	2,000,000	$ 6,000,000
24	Fleet Maintenance Facility Upgrade: Construction of new fleet maintenance facility	NA	NA	NA	1,500,000	1,000,000	$ 2,500,000
25	Public Works Building Improvements: Renovate tool storage facility to create separate area for sign shop	NA	NA	NA	NA	1,600,000	$ 1,600,000
26	Public Works Site Improvements: Paving of PW yard and replacement of security fencing	NA	NA	NA	NA	350,000	$ 350,000
27	Community Center Expansion	NA	NA	NA	NA	300,000	$ 300,000
28							
29	Totals	$ 14,771,489	$ 28,705,000	$ 12,715,000	$ 11,170,000	$ 10,970,000	$ 78,331,489

2024-2025								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	ANTICIPATED IMPACT FEES EXPENDED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2024	9/30/2025	$ 1,200,000	10%	GF/CPF/CSIF	$ 200,000	$ 20,000	Programmed for FY 2025
Parks & Recreation Vehicles	10/1/2024	9/30/2025	$ 325,000	0%	General Fund	$ 40,000	$ -	Programmed for FY 2025
Street Vehicles	10/1/2024	9/30/2025	$ 700,000	0%	General Fund	$ 100,000	$ -	Programmed for FY 2025
Stormwater utility CIP Project	10/1/2024	9/30/2025	$ 1,900,000	0%	Stormwater	$ 500,000	$ -	Programmed for FY 2025
Street Improvements - Paving/Sidewalks/LMIG	10/1/2024	9/30/2025	$ 2,000,000	0%	SPLOST/LMIG	$ 425,000	$ -	Programmed for FY 2025
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2024	9/30/2025	$ 190,000	50%	General Fund	$ 40,000	$ 20,000	Programmed for FY 2025
Computer System Upgrades	10/1/2024	9/30/2025	$ 475,000	0%	General Fund	$ 75,000	$ -	Programmed for FY 2025
Traffic Improvements - Rutledge Rd., Cathey Ln., Cherokee St., Ben King Rd., Sardis St. Ext. & Overpass	10/1/2024	9/30/2025	$ 30,000,000	0%	SPLOST	$ 4,000,000	$ -	Programmed for FY 2025
Adams Park Improvements: playground and concession upgrades	10/1/2024	9/30/2025	$ 950,000	50%	General Fund/HUD Earmark	$ 100,000	$ 50,000	Programmed for FY 2025
Parks & Recreation Facility Improvements including upgrades to workout space and replacement of gym equipment bleachers, scoreboards, dividing curtains, etc.	10/1/2024	9/30/2025	$ 500,000	25%	General Fund/SPLOST	$ 50,000	$ 12,500	Programmed for FY 2025
Smith-Gilbert Gardens Improvements - pavillion, pathways, restrooms, ADA parking lot	10/1/2024	9/30/2025	$ 1,141,489	0%	SPLOST/Grants/ARPA	$ 1,141,489	$ -	Programmed for FY 2025
Swift-Cantrell Park Improvements including upgrades to the dog park	10/1/2024	9/30/2025	$ 100,000	25%	SPLOST	$ 100,000	$ 25,000	Programmed for FY 2025
East Park Community Park development to include ADA accessible playground, parking, and restrooms.	10/1/2024	9/30/2025	$ 1,200,000	75%	Grants	$ 250,000	$ 187,500	Programmed for FY 2025
Public Safety Building; Construction	10/1/2024	9/30/2025	$ 15,700,000	0%	SPLOST	$ 4,700,000	$ -	Programmed for FY 2025
Community Center Improvements: New flooring, lighting, and upgrades to art studios.	10/1/2024	9/30/2025	$ 250,000	0%	SPLOST/GF	$ 50,000	$ -	Programmed for FY 2025
Neighborhood Street Improvements - Kencrest/Knights Bridge	10/1/2024	9/30/2025	$ 7,500,000	0%	HUD Earmark/SPLOST	$ 3,000,000	$ -	Programmed for FY 2025
TOTAL			$ 64,131,489			$ 14,771,489	$ 315,000	

2025-2026								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	ANTICIPATED IMPACT FEES EXPENDED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2025	9/30/2026	$ 1,200,000	10%	GF/CPF/CSIF	$ 200,000	$ 20,000	Programmed for FY 2026
Parks & Recreation Vehicles	10/1/2025	9/30/2026	$ 325,000	0%	General Fund	$ 45,000	$ -	Programmed for FY 2026
Street Vehicles	10/1/2025	9/30/2026	$ 700,000	0%	General Fund	$ 150,000	$ -	Programmed for FY 2026
Stormwater utility CIP Project	10/1/2025	9/30/2026	$ 1,900,000	0%	Stormwater	$ 350,000	$ -	Programmed for FY 2026
Street Improvements - Paving/Sidewalks/LMIG	10/1/2025	9/30/2026	$ 2,000,000	0%	SPLOST/LMIG	$ 425,000	$ -	Programmed for FY 2026
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2025	9/30/2026	$ 190,000	50%	General Fund	$ 35,000	$ 17,500	Programmed for FY 2026
Computer System Upgrades	10/1/2025	9/30/2026	$ 475,000	0%	General Fund	$ 100,000	$ -	Programmed for FY 2026
Traffic Improvements - Rutledge Rd., Cathey Ln., Cherokee St., Ben King Rd., Sardis St. Ext. & Overpass	10/1/2025	9/30/2026	$ 30,000,000	0%	SPLOST	$ 10,000,000	$ -	Programmed for FY 2026
Adams Park Improvements: playground and concession upgrades	10/1/2025	9/30/2026	$ 950,000	50%	General Fund/HUD Earmark	$ 250,000	$ 125,000	Programmed for FY 2026
Parks & Recreation Facility Improvements including upgrades to workout space and replacement of gym equipment bleachers, scoreboards, dividing curtains, etc.	10/1/2025	9/30/2026	$ 500,000	25%	General Fund/SPLOST	$ 100,000	$ 25,000	Programmed for FY 2026
East Park Community Park development to include ADA accessible playground, parking, and restrooms.	10/1/2025	9/30/2026	$ 1,200,000	75%	Grants	$ 950,000	$ 712,500	Programmed for FY 2026
Public Safety Building: Construction	10/1/2025	9/30/2026	$ 15,700,000	0%	SPLOST	$ 11,000,000	$ -	Programmed for FY 2026
Community Center Improvements: New flooring, lighting, and upgrades to art studios.	10/1/2025	9/30/2026	$ 250,000	0%	SPLOST/GF	$ 100,000	$ -	Programmed for FY 2026
Neighborhood Street Improvements - Kencrest/Knights Bridge	10/1/2025	9/30/2026	$ 7,500,000	0%	HUD Earmark/SPLOST	$ 2,000,000	$ -	Programmed for FY 2026
Hiram-Butler House Improvements including renovations to the foundation, exterior paint, and windows	10/1/2025	9/30/2026	$ 500,000	0%	Grants	$ 250,000	$ -	Programmed for FY 2026
Trail Improvements - Pedestrian Bridges & Steel Bridge Replacements	10/1/2025	9/30/2026	$ 450,000	0%	HUD Earmark	$ 250,000	$ -	Programmed for FY 2026
Cemetery Improvements - Street Paving & Erosion Control	10/1/2025	9/30/2026	$ 150,000	0%	General Fund	$ 150,000	$ -	Programmed for FY 2026
Cobb International Blvd Reclamation	10/1/2025	9/30/2026	$ 2,000,000	0%	DOT Earmark	$ 2,000,000	$ -	Programmed for FY 2026
Swift-Cantrell Traffic Light	10/1/2025	9/30/2026	$ 350,000	0%	DOT Earmark	$ 350,000	$ -	Programmed for FY 2026
TOTAL			$ 66,340,000			$ 28,705,000	$ 900,000	

2026-2027								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	ANTICIPATED IMPACT FEES EXPENDED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2026	9/30/2027	$ 1,200,000	10%	GF/CPF/CSIF	$ 250,000	$ 25,000	Programmed for FY 2027
Parks & Recreation Vehicles	10/1/2026	9/30/2027	$ 325,000	0%	General Fund	$ 80,000	$ -	Programmed for FY 2027
Street Vehicles	10/1/2026	9/30/2027	$ 700,000	0%	General Fund	$ 150,000	$ -	Programmed for FY 2027
Stormwater utility CIP Project	10/1/2026	9/30/2027	$ 1,900,000	0%	Stormwater	$ 350,000	$ -	Programmed for FY 2027
Street Improvements - Paving/Sidewalks/LMIG	10/1/2026	9/30/2027	$ 2,000,000	0%	SPLOST/LMIG	$ 300,000	$ -	Programmed for FY 2027
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2026	9/30/2027	$ 190,000	50%	General Fund	$ 35,000	$ 17,500	Programmed for FY 2027
Computer System Upgrades	10/1/2026	9/30/2027	$ 475,000	0%	General Fund	$ 100,000	$ -	Programmed for FY 2027
Traffic Improvements - Rutledge Rd., Cathey Ln., Cherokee St., Ben King Rd., Sardis St. Ext. & Overpass	10/1/2026	9/30/2027	$ 30,000,000	0%	SPLOST	$ 7,000,000	$ -	Programmed for FY 2027
Adams Park Improvements: playground and concession upgrades	10/1/2026	9/30/2027	$ 950,000	50%	General Fund/HUD Earmark	$ 250,000	$ 125,000	Programmed for FY 2027
Parks & Recreation Facility Improvements including upgrades to workout space and replacement of gym equipment bleachers, scoreboards, dividing curtains, etc.	10/1/2026	9/30/2027	$ 500,000	25%	General Fund/SPLOST	$ 150,000	$ 37,500	Programmed for FY 2027
Community Center Improvements: New flooring, lighting, and upgrades to art studios.	10/1/2026	9/30/2027	$ 250,000	0%	SPLOST/GF	$ 100,000	$ -	Programmed for FY 2027
Neighborhood Street Improvements - Kencrest/Knights Bridge	10/1/2026	9/30/2027	$ 7,500,000	0%	HUD Earmark	$ 1,500,000	$ -	Programmed for FY 2027
Hiram-Butler House Improvements including renovations to the foundation, exterior paint, and windows	10/1/2026	9/30/2027	$ 500,000	0%	Grants	$ 250,000	$ -	Programmed for FY 2027
Trail Improvements - Pedestrian Bridges & Steel Bridge Replacements	10/1/2026	9/30/2027	$ 450,000	0%	HUD Earmark	$ 200,000	$ -	Programmed for FY 2027
Smith-Gilbert Gardens Education Center: design and construction	10/1/2026	9/30/2027	$ 6,000,000	0%	Grants/SPLOST	$ 2,000,000	$ -	Programmed for FY 2027
TOTAL			$ 52,940,000			$ 12,715,000	$ 205,000	

2027-2028								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	ANTICIPATED IMPACT FEES EXPENDED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2027	9/30/2028	$ 1,200,000	10%	GF/CPF/CSIF	$ 350,000	$ 35,000	Programmed for FY 2028
Parks & Recreation Vehicles	10/1/2027	9/30/2028	$ 325,000	0%	General Fund	$ 80,000	$ -	Programmed for FY 2028
Street Vehicles	10/1/2027	9/30/2028	$ 700,000	0%	General Fund	$ 150,000	$ -	Programmed for FY 2028
Stormwater utility CIP Project	10/1/2027	9/30/2028	$ 1,900,000	0%	Stormwater	$ 350,000	$ -	Programmed for FY 2028
Street Improvements - Paving/Sidewalks/LMIG	10/1/2027	9/30/2028	$ 2,000,000	0%	SPLOST/LMIG	$ 350,000	$ -	Programmed for FY 2028
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2027	9/30/2028	$ 190,000	50%	General Fund	$ 40,000	$ 20,000	Programmed for FY 2028
Computer System Upgrades	10/1/2027	9/30/2028	$ 475,000	0%	General Fund	$ 100,000	$ -	Programmed for FY 2028
Traffic Improvements - Rutledge Rd., Cathey Ln., Cherokee St., Ben King Rd., Sardis St. Ext. & Overpass	10/1/2027	9/30/2028	$ 30,000,000	0%	SPLOST	$ 5,000,000	$ -	Programmed for FY 2028
Adams Park Improvements: playground and concession upgrades	10/1/2027	9/30/2028	$ 950,000	50%	General Fund/HUD Earmark	$ 100,000	$ 50,000	Programmed for FY 2028
Parks & Recreation Facility Improvements including upgrades to workout space and replacement of gym equipment bleachers, scoreboards, dividing curtains, etc.	10/1/2027	9/30/2028	$ 500,000	25%	General Fund/SPLOST	$ 150,000	$ 37,500	Programmed for FY 2028
Neighborhood Street Improvements - Kencrest/Knights Bridge	10/1/2027	9/30/2028	$ 7,500,000	0%	HUD Earmark	$ 1,000,000	$ -	Programmed for FY 2028
Smith-Gilbert Gardens Education Center: design and construction	10/1/2027	9/30/2028	$ 6,000,000	0%	Grants/SPLOST	$ 2,000,000	$ -	Programmed for FY 2028
Fleet Maintenance Facility Upgrade: Construction of new fleet maintenance facility	10/1/2027	9/30/2028	$ 2,500,000	0%	SPLOST	$ 1,500,000	$ -	Programmed for FY 2028
TOTAL			$ 54,240,000			$ 11,170,000	$ 142,500	

2028-2029								
PROJECT DESCRIPTION	PROJECT START DATE	PROJECT END DATE	EST. COST OF PROJECT	% FUNDING FROM IMPACT FEES	OTHER FINANCE SOURCES	EXPENDITURES FOR YEAR	ANTICIPATED IMPACT FEES EXPENDED THROUGH YEAR	STATUS/REMARKS
Police vehicles	10/1/2028	9/30/2029	$ 1,200,000	10%	GF/CPF/CSIF	$ 200,000	$ 20,000	Programmed for FY 2029
Parks & Recreation Vehicles	10/1/2028	9/30/2029	$ 325,000	0%	General Fund	$ 80,000	$ -	Programmed for FY 2029
Street Vehicles	10/1/2028	9/30/2029	$ 700,000	0%	General Fund	$ 150,000	$ -	Programmed for FY 2029
Stormwater utility CIP Project	10/1/2028	9/30/2029	$ 1,900,000	0%	Stormwater	$ 350,000	$ -	Programmed for FY 2029
Street Improvements - Paving/Sidewalks/LMIG	10/1/2028	9/30/2029	$ 2,000,000	0%	SPLOST/LMIG	$ 500,000	$ -	Programmed for FY 2029
Neighborhood Park Improvements, Stormwater Improvements, Playground Improvements, Sidewalk Installations/Improvements	10/1/2028	9/30/2029	$ 190,000	50%	General Fund	$ 40,000	$ 20,000	Programmed for FY 2029
Computer System Upgrades	10/1/2028	9/30/2029	$ 475,000	0%	General Fund	$ 100,000	$ -	Programmed for FY 2029
Traffic Improvements - Rutledge Rd., Cathey Ln., Cherokee St., Ben King Rd., Sardis St. Ext. & Overpass	10/1/2028	9/30/2029	$ 30,000,000	0%	SPLOST	$ 4,000,000	$ -	Programmed for FY 2029
Adams Park Improvements: playground and concession upgrades	10/1/2028	9/30/2029	$ 950,000	50%	General Fund/HUD Earmark	$ 250,000	$ 125,000	Programmed for FY 2029
Parks & Recreation Facility Improvements including upgrades to workout space and replacement of gym equipment bleachers, scoreboards, dividing curtains, etc.	10/1/2028	9/30/2029	$ 500,000	25%	General Fund/SPLOST	$ 50,000	$ 12,500	Programmed for FY 2029
Smith-Gilbert Gardens Education Center: design and construction	10/1/2028	9/30/2029	$ 6,000,000	0%	Grants/SPLOST	$ 2,000,000	$ -	Programmed for FY 2029
Fleet Maintenance Facility Upgrade: Construction of new fleet maintenance facility	10/1/2028	9/30/2029	$ 2,500,000	0%	SPLOST	$ 1,000,000	$ -	Programmed for FY 2029
Public Works Building Improvements: Renovate tool storage facility to create separate area for sign shop	10/1/2028	9/30/2029	$ 1,600,000	0%	SPLOST	$ 1,600,000	$ -	Programmed for FY 2029
Public Works Site Improvements: Paving of PW yard and replacement of security fencing	10/1/2028	9/30/2029	$ 350,000	0%	SPLOST	$ 350,000	$ -	Programmed for FY 2029
Community Center Expansion	10/1/2028	9/30/2029	$ 300,000	50%	SPLOST	$ 300,000	$ 150,000	Programmed for FY 2029
TOTAL			$ 48,990,000			$ 10,970,000	$ 327,500	

ANNUAL FEE FINANCIAL REPORT - FY 2023-2024
CITY OF KENNESAW, GEORGIA

	PARKS/REC	Police	Total
IMPACT FEE FUND BALANCE FROM FY 2022-2023 (ENDING 09/30/2023)	$ 1,583,617.33	$ 230,907.91	$ 1,814,525.24
PRIOR PERIOD ADJUSTMENT	$ -	$ -	$ -
IMPACT FEES COLLECTED IN FY 2023-2024	$ 181,669.60	$ 22,110.57	$ 203,780.17
INTEREST EARNED	$ 17,358.22	$ 2,480.31	$ 19,838.53
ADMINISTRATIVE/OTHER COST	$ -	$ -	$ -
(IMPACT FEE REFUNDS)	$ -	$ -	$ -
(PROJECT EXPENDITURES)	$ 334,569.87	$ -	$ 334,569.87
IMPACT FEE FUND BALANCE ENDING FY 2023-2024 (9/30/24)	$ 1,448,075.28	$ 255,498.79	$ 1,703,574.07
IMPACT EXPENDITURES ENCUMBERED	$ -	$ -	$ -

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

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

FY 2028/2029							
Project Number	**Plan Element**	**Project Description**	**Start Date**	**End Date**	**Estimated Cost**	**Funding Source**	**Responsible Party**
1	Community Facilities	LCI plan project evaluation for next study area	2028	2029	N/A	NA	Planning and Zoning
2	Community Facilities	review sustainability policies for city facilities	2028	2029	N/A	N/A	Public Works
3	Economic Development	Continue business recruitment, expansion and retention efforts	2028	2029	$5,000	GF, KDA & KDDA	Economic Development
4	Economic Development	Apply for grants for development projects	2028	2029	N/A	N/A	Economic Development & Planning
5	Community Facilities	Evaluate effectiveness of Museum marketing strategies and make adjustments as needed	2028	2029	N/A	N/A	Museum & Economic Dev
6	Community Facilities	Upgrade neighborhood parks, stormwater improvements,playground improvements,sidewalk installations	2028	2029	$40,000	GF	Parks and Recreation
7	Land Use	Initiate study for sustainability initiatives and incentive program for new development	2028	2029	N/A	N/A	Community Development
8	Community facilities	Reevaluating Trail Master plan	2028	2029	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	2028	2029	N/A	N/A	Community Development
10	Land Use	Explore policies that can promote more diverse housing development	2028	2029	N/A	N/A	Planning and Zoning
11	Information Technology	City Wide Computer upgrade and integration	2028	2029	$100,000	GF	Information Technology
12	Community Facilities	Traffic Improvements-Rutledge rd, Cathey ln, Cherokee Street, Ben King Rd.,Sardis St Ext. & Overpass	2028	2029	$4,000,000	SPLOST	Public Works
13	Economic Development	Continue implementation of downtown master plan	2028	2029	N/A	SPLOST	Community Development
14	Community Facilities	Research alternative methods for water quality solutions for new development	2028	2029	N/A	N/A	Public Works
15	Community Facilities	Storm Water Utility assesment and system analysis	2028	2029	N/A	GF	Public Works
16	Community Facilities	Street Improvements-Paving/Sidewalks/LMIG	2028	2029	$500,000	SPLOST	Parks and Recreation
17	Community Facilities	Drainage Improvements	2028	2029		SPLOST	Public Works
18	Land Use	Evaluate downtown entertainment district signage standards	2028	2029	N/A	N/A	Planning and Zoning
19	Community Facilities	Depot master plan review of projects	2028	2029	N/A	N/A	Parks and Recreation
20	Community Facilities	Smith-Gilbert Gardens facility Education Center	2028	2029	$2,000,000	SPLOST	Parks and Recreation
21							

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 retension 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	Land Use	Historic District survey with KSU historic program and DCA	2024	2025	$4,000	GF	Planning and Zoning
4	Land Use	Pursue potential program creation that will provide a rescue fund to repair and rehabilitate historic properties and structures on prioviate property	2024	2025	N/A	N/A	Planning and Zoning
5	Community Facilities	Storm Water Utility CIP Project	2024	2025	$500,000	SPLOST	Public Works
6	Community Facilities	Traffic Improvements-Rutledge rd, Cathey ln, Cherokee Street, Ben King Rd.,Sardis St Ext. & Overpass	2024	2025	$4,000,000	SPLOST	Public Works
7	Land Use	Annual review of Unified Development code	2024	2025	NA	NA	Planning and Zoning
8		Smith Gilbert Gardens Improvements-pavillion, pathways, restrooms, ADA and parking lot	2024	2025	$1,141,489	SPLOST	Parks and Recreation
9	Community Facilities	Street Improvements-Paving/Sidewalks/LMIG	2024	2025	$425,000	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 revitialize neighborhoods	2024	2025	N/A	N/A	Community Development
12	Community Facilities	Submittal of phase two LCI Study application for Cobb Parkway	2024	2025	N/A	N/A	Planning and Zoning
13	Information Technology	City Wide Computer upgrade and integration	2024	2025	$75,000	GF	Information Technology
14	sign standards	Amend the Unified Development Code to address design standards isuues	2024	2025	N/A	N/A	Planning and Zoning
15	Community Facilities	Community Center Improvements	2024	2025	$50,000	GF	Parks and Recreation
16	Community Facilities	Review status of adopted redevelopment areas	2024	2025	NA	NA	Economic Development/Planning

City of Kennesaw Annual STWP Update FY2025/2026							
Project Number	**Plan Element**	**Project Description**	**Start Date**	**End Date**	**Estimated Cost**	**Funding Source**	**Responsible Party**
1	Economic Development	Continue implementation of Kennesaw LCI downtown master plan	2025	2026	N/A	N/A	Mayor and Council & City Manager
2	Land Use	review downtown master plan	2025	2026	N/A	N/A	Community Development
3	Economic Development	Continue business recruitment, expansion and retention efforts	2025	2026	$5,000	GF, KDA, KDDA	Economic Development
4	Community Facilities	re-evaluate storm water management plan	2025	2026	N/A	N/A	Public Works
5	Land Use	reviewing comprehensive plan and objectives	2025	2026	N/A	N/A	Community Development
6	Land Use	Evaluate existing development regulations for provisions that may limit diversity in housing types and barriers to revitalization and infill development and recommend changes where appropriate	2025	2026	$5,000	KDDA, GF,and DCA Grants	Community Development
7	Community Facilities	Traffic Improvements-Rutledge rd, Cathey ln, Cherokee Street, Ben King Rd.,Sardis St Ext. & Overpass	2025	2026	$10,000,000	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	Neighborhood park improvements, Stormwater, playgrounds and sidewalk installations	2025	2026	$35,000	GF	Parks and Recreation
12	Land Use	identify areas of city in transition that is approriate for redevelopment	2025	2026	N/A	N/A	Planning and Zoning
13	Community Facilities	Establish strategies and priorities for funding road improvements needed in the city in conjunction with county, state, regional and federal agencies.	2025	2026	N/A	N/A	Public Works/Economic Development
14	Land Use	re-evaluate needs for student housing demand	2025	2026	NA	NA	Planning and Zoning
15	Community Facilities	Explore policies that can promote more diverse housing development	2025	2026	N/A	N/A	Planning and Zoning,Economic Dev
16	Community Facilities	Storm Water Utility CIP Project	2025	2026	$350,000	SPLOST	Public Works
17	Information Technology	City Wide Computer upgrade and integration	2025	2026	$100,000	GF	Information Technology
18	Environmental	Evaluate environmentally sensitive areas affected by development	2025	2026	N/A	N/A	Public Works/Community development
19	Land Use	Participate in regional and local transportation studies and initiatives to discuss rail connectivity to cities and county	2025	2026	N/A	N/A	Community Development
20	Land Use	Work with Cobb County to implement a greenbelt system for flood plains that can also be used as a passive recreation resource.	2025	2026	N/A	N/A	Community Development
21	Economic Development	Evaluate Economic Development Incentive program	2025	2026	N/A	N/A	Community Development
22	Community Facilities	Review trail network program	2025	2026	N/A	N/A	Parks and Recreation

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

CITY OF KENNESAW
PUBLIC NOTICE

Notice is hereby given that the City of Kennesaw shall hold two public hearings to consider the final adoption of the Capital Improvement Element and Short-Term Work Program report for Fiscal Years 2025 through 2029.

A copy of the report is on file in the Planning and Zoning Office for review during normal business hours of 8:00 am to 5:00 pm Monday through Friday. The Mayor and Council will hold the first public hearing on June 2, 2025 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 16, 2025 at 6:30 PM. Meetings will be held in Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Legal ad to run on May 23rd and May 30th.

TIMES JOURNAL, INC.
P.O. BOX 1633
ROME GA 30162-1633
(770)795-3050

ORDER CONFIRMATION

Salesperson: KELLY HICKS Printed at 05/20/25 10:45 by khick-tj

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Acct #: 110016 Ad #: 485201 Status: New WHOLD

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

Start: 05/23/2025 Stop: 05/30/2025
Times Ord: 2 Times Run: ***
LEG 1.00 X 2.01 Words: 200
Total LEG 2.01
Class: 8003 PUBLIC HEARING
Rate: LEGL Cost: 60.00
Ad Descrpt: PH-4012 CIE FINAL ADOPTIO
Descr Cont: MDJ-4012 GPN-16 CITY OF K
Given by: REBECCA GOLDSTEIN
P.O. #: CIE FINAL ADOPTION
Created: khick 05/20/25 10:34
Last Changed: khick 05/20/25 10:45

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

PUB	ZONE	EDT	TP	RUN DATES
MDJ	A	95	S	05/23,30

AUTHORIZATION

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

_____ _____
Name (print or type) Name (signature)

.

MDJ-4012
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 2025 through 2029.

A copy of the report is on file in the Planning and Zoning Office for review during normal business hours of 8:00 am to 5:00 pm Monday through Friday. The Mayor and Council will hold the first public hearing on June 2, 2025 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 16, 2025 at 6:30 PM. Meetings will be held in Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

5:23,30-2025

8001 Juvenile/Youth/Family

person. Whether or not you decide to hire an attorney or seek appointed counsel, you have the right to attend the hearing on such petition, to call witnesses on your behalf, and to question witnesses brought against you.
A copy of the petition for termination of parental rights may be obtained from the clerk of the Juvenile Court of Cobb County, Georgia, which is located at 32 Waddell Street, Marietta, Cobb County, Georgia 30090, during regular business hours, Monday through Friday, 8:00 a.m. until 5 p.m., exclusive of holidays. A free copy shall be available to you. Upon request to the clerk, the copy will be mailed to you. The children are in the present temporary custody of the department of family and children services of Cobb County, Georgia. The general nature of the allegation is that parental responsibilities and obligations owed by the parents to said children have been effectively abandoned.
YOU ARE FURTHER NOTIFIED that while responsive pleadings are not mandatory they are permissible and you are encouraged to file with the clerk of this court and serve upon petitioner's attorney, Sanders Deen, 3600 Dallas Highway, Suite 230, #108, Marietta, Georgia 30064, an answer or other responsive pleading within sixty (60) days of the date of the order for service by publication. All concerned parties are informed that they are entitled to have an attorney represent them and if a party requests appointed counsel and qualifies for such appointment, then the court will appoint counsel at no cost if the party is unable, without financial hardship, to employ counsel.
Witness the Honorable Jeffrey Hamby, Judge of said court.
This 12th day of May, 2025.
Gwyn Johnson
CLERK, Pro Tempore
JUVENILE COURT
OF COBB COUNTY
5:23,30;6:6,13-2025

MDJ-4049
GPN-10
IN THE JUVENILE COURT
OF COBB COUNTY, GEORGIA
IN THE INTEREST OF:
M.F.; SEX - M; AGE -3;
DOB: 06-13-21; CASE # 20-CV-3043-08
Z.F.; SEX - M; AGE -2;
DOB: 03-14-23; CASE # 24-CV-2042-08
NOTICE OF SUMMONS
TO: The mother, April Von Fluke, the putative father, Daniel Sexton, the putative father, Brandon Burks, and the unknown unnamed biological father.
YOU ARE FURTHER NOTIFIED that a petition seeking termination of parental rights has been filed in the Cobb County Juvenile Court and that by reason of an Order for service by publication entered by the court.
YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County, Georgia, in Marietta, Georgia, on the **August 6, 2025**, at 9:00 o'clock a.m. The hearing is for the purpose of determining whether the parental rights of the mother, April Von Fluke, the putative father, Daniel Sexton, the putative father, Brandon Burks, and any other males claiming an interest in the above children should be terminated. The effect of an order terminating parental rights under O.C.G.A. Title 15, Chapter 11, section 284 is without limit as to duration and terminates all the parent's rights and obligations with respect to the children and all rights and obligations of the children to the parent arising from the parental relationship, including rights of inheritance. The parent whose rights are terminated is not thereafter entitled to notice of proceedings for the adoption of the children by another, nor has the parent any right to object to the adoption or otherwise to participate in such proceedings.
A copy of the petition to terminate parental rights may be obtained from the clerk of the Cobb County Juvenile Court, which is located at 32 Waddle Street, Marietta, Georgia 30090, during regular business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m., exclusive of holidays. A free copy shall be available to you. Upon request, the copy will be mailed to you. The children are in the present temporary custody of the Cobb County Department of Family and Children Services.
The general nature of the allegations is that the mother, April Von Fluke, the putative father, Daniel Sexton, the putative father, Brandon Burks, and the unknown unnamed biological father have abandoned the children.
YOU ARE FURTHER NOTIFIED that while responsive pleadings are not mandatory, they are permissible and you are encouraged to file with the clerk of this court and serve upon petitioner's attorney, Justin M. Schneider, 3600 Dallas Highway, Suite 230, #137, Marietta, Georgia 30064, an answer or other responsive pleading within sixty (60) days of the date of the order for service by publication.
All concerned parties are informed that they are entitled to have an attorney represent them and if a party requests appointed counsel and qualifies for such appointment, then the court will appoint counsel at no cost if the party is unable, without financial hardship, to employ counsel.
Witness the Honorable Wayne E. Granais, Judge of said court.
This 14th day of May, 2025.
Gwyn Johnson
ACTING CLERK
JUVENILE COURT
OF COBB COUNTY
5:23,30;6:6,13-2025

MDJ3693
gpn10
IN THE SUPERIOR COURT OF COBB COUNTY
STATE OF GEORGIA
NARISSA HENDERSON,
Petitioner,
v.
JEZIEL BURGOS,
Respondent.
CIVIL ACTION FILE NO.: 24DR08502
PETITIONERS NOTICE OF PUBLICATION
Pursuant to an Order for publication signed by the Honorable Sonia J. Brown on May 5, 2025 you are hereby notified that a Petition for Paternity by Publication has been filed in the Superior Court of Cobb County, Georgia, Civil Action File Number 24DR08502 on November 13, 2024, a Petition which seeks to obtain an establishment of paternity, child support, and an order granting Petitioner the right to obtain a passport for the Minor Child.
Generally, the Petition alleges that the Respondent is the biological father of the Minor Child, that child support should be awarded in accordance with Georgia Law, and that Petitioner have the right to obtain a passport for the Minor Child.
You may obtain a copy of this Petition from the Clerk of Superior court of Cobb County, located at 32 Waddell Street, Marietta, Georgia 30090 or (770 528-1300.
After you review the Petition, you must file your written answer and objections to the Petition with the Clerk of Superior Court. You must also serve a copy of your answer upon the Petitioner, directly if she is pro se or by and through her counsel of record as follows:
Lance A. Carruth, Esq.,
The Sieman Law Firm, P.C.
347 Dahlonega Street
Cumming, Georgia 30040
(T 770.888.5120
lcarruth@siemanlaw.com
Your answer must be made within sixty (60 days of the Order for Service by Publication signed this the 6th day of May, 2025.
CLERK OF SUPERIOR COURT OF COBB COUNTY
Prepared and presented by:
The Sieman Law Firm, P.C.
Lance A. Carruth, Esq.
Attorneys for Petitioner
347 Dahlonega Street
Cumming, Georgia 30040
(T 770.888.5120
lcarruth@siemanlaw.com
5:9,14,23,30,2025

8003 Public Hearing

MDJ-3807
GPN-16
The City of Austell hereby gives notice that a public hearing will be held to consider a code amendment to the City's Buildings and Construction Ordinance, Nuisances and Administration (Chapters 2, 8 and 28 of the City's Code of Ordinances) to update the City's regulations pertaining to the Property Maintenance Code. The Mayor and Council will meet June 2, 2025 at 7:00 p.m. at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road, to make a final decision on this request. Anyone wishing to attend may do so and be heard relative thereto.
5:16,23-2025

MDJ-4012
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 2025 through 2029.
A copy of the report is on file in the Planning and Zoning Office for review during normal business hours of 8:00 am to 5:00 pm Monday through Friday.
The Mayor and Council will hold the first public hearing on June 2, 2025 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 16, 2025 at 6:30 PM. Meetings will be held in Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.
5:23,30-2025

8003 Public Hearing

MDJ-4043
GPN-16
City of Austell
Public Hearing
The City of Austell hereby gives notice that a Public Hearing to give consideration for a special land use permit request by Armando Lopez Olvera for property located in Land Lot 92, Parcel 58 of the 18th District, 2nd Section of Cobb County, Georgia (Tax ID#18009200580 - 2872 Veterans Memorial Highway). The applicant is seeking approval for used vehicle sales. The property is currently zoned GC.
The Planning and Zoning Commission will hold a Public Hearing on this matter on Tuesday, June 10, 2025 at 6:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
The Mayor and Council will hold a Public Hearing on this matter on Monday, August 4, 2025 at 7:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
Anyone wishing to attend the public hearings may do so and be heard relative thereto.
"Pursuant to O.C.G.A. 36-67A-3, any applicant for rezoning and any opponent of a rezoning action who has made a campaign contribution or gift aggregating $250.00 or more to a local government official within two (2) years immediately preceding the filing of the application for rezoning shall file a disclosure at least five (5) calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application."
5:23,30-2025

MDJ-4044
GPN-16
City of Austell
Public Hearing
The City of Austell hereby gives notice that a Public Hearing to give consideration for a rezoning request by SDP Acquisitions, LLC for properties located in Land Lot 20, Parcels 27 and 28; Land Lot 21, Parcels 1 and 2; Land Lot 22, Parcels 15 and 22 of the 18th District, 2nd Section of Cobb County, Georgia and Land Lot 1312, Parcels 3, 4 and 5; and Land Lot 1313, Parcel 5 of the 19th District, 2nd Section of Cobb County, Georgia (Tax ID#18002000270, #18002000280, #18002100010, #18002100020, #18002200150, #18002200220, #19131200030, #19131200040, #19131200050 and #19131300050). The applicant is requesting to rezone the tracts from R-20, GC and Light Industrial to Light Industrial in the City of Austell. The rezoning, if approved, will also require a change in the City of Austell Zoning Map.
The Planning and Zoning Commission will hold a Public Hearing on this matter on Tuesday, June 10, 2025 at 6:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
The Mayor and Council will hold a Public Hearing on this matter on Monday, August 4, 2025 at 7:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
Anyone wishing to attend the public hearings may do so and be heard relative thereto.
"Pursuant to O.C.G.A. 36-67A-3, any applicant for rezoning and any opponent of a rezoning action who has made a campaign contribution or gift aggregating $250.00 or more to a local government official within two (2) years immediately preceding the filing of the application for rezoning shall file a disclosure at least five (5) calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application."
5:23,30-2025

MDJ-4045
GPN-16
City of Austell
Public Hearing
The City of Austell hereby gives notice that a Public Hearing to give consideration for a rezoning request by Sustainable Communities, LLC for properties located in Land Lot 137 Parcels 15 and 24 and Land Lot 138, Parcels 4, 5 and 14 of the 19th District, 2nd Section of Cobb County, Georgia (Tax ID#18013700150, #18013700240, #18013800040, #18013800050 and #18013800140). The applicant is requesting to rezone the tract from PUD with stipulations to PUD with (new) stipulations in the City of Austell. The rezoning, if approved, will also require a change in the City of Austell Zoning Map.
The Planning and Zoning Commission will hold a Public Hearing on this matter on Tuesday, June 10, 2025 at 6:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
The Mayor and Council will hold a Public Hearing on this matter on Monday, August 4, 2025 at 7:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
Anyone wishing to attend the public hearings may do so and be heard relative thereto.
"Pursuant to O.C.G.A. 36-67A-3, any applicant for rezoning and any opponent of a rezoning action who has made a campaign contribution or gift aggregating $250.00 or more to a local government official within two (2) years immediately preceding the filing of the application for rezoning shall file a disclosure at least five (5) calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application."
5:23,30-2025

MDJ-4051
GPN-16
City of Austell
Public Hearing
The City of Austell hereby gives notice that a Public Hearing to give consideration for a special land use permit request by SDP Acquisitions, LLC for properties located in Land Lot 20, Parcels 27 and 28; Land Lot 21, Parcels 1 and 2; Land Lot 22, Parcels 15 and 22 of the 18th District, 2nd Section of Cobb County, Georgia and Land Lot 1312, Parcels 3, 4 and 5; and Land Lot 1313, Parcel 5 of the 19th District, 2nd Section of Cobb County, Georgia (Tax ID#18002000270, #18002000280, #18002100010, #18002100020, #18002200150, #18002200220, #19131200030, #19131200040, #19131200050 and #19131300050). The applicant is seeking approval for truck parking.
The Planning and Zoning Commission will hold a Public Hearing on this matter on Tuesday, June 10, 2025 at 6:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
The Mayor and Council will hold a Public Hearing on this matter on Monday, August 4, 2025 at 7:00 pm at the Austell Threadmill Complex located at 5000 Austell Powder Springs Road.
Anyone wishing to attend the public hearings may do so and be heard relative thereto.
"Pursuant to O.C.G.A. 36-67A-3, any applicant for rezoning and any opponent of a rezoning action who has made a campaign contribution or gift aggregating $250.00 or more to a local government official within two (2) years immediately preceding the filing of the application for rezoning shall file a disclosure at least five (5) calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application."
5:23,30-2025

8004 Public Sales/Auctions

MDJ-3365
GPN-17
NOTICE OF PUBLIC SALE
Due to owner's lien, Kennesaw Self Storage, 3050 N. Main St. Kennesaw, GA 30144, will sell contents of:
Jordan Gurrero, unit #D011/13, Misc. items
Evgorondo Glaze, unit #C015, Misc. items
Misc items. Sale on or after **6/04/25, at 10:00a.m.** at www.storageauctions.com
Terms: Payment is due on the day of pickup. ID required
5:16,23-2025

MDJ-3539
GPN-17
Notice is hereby given that Extra Space Storage will sell at public auction, to satisfy the lien of the owner, personal property describe below belonging to those individuals listed below at location: Extra Space Storage 1387 Tiburron Pkwy SE, Smyrna, GA 30080 404.446.4677 Auction Date: **06/04/25 @1:30pm EST.**
1004 Tom-Wilson-House Hold Items
1049 Toya-Johnson House Hold Items
2012 Soulaymane Ly-House Hold Items
2082 Antionette Hall-House Hold Items
3047 Sylas Harrell-House Hold Items
3226 Aleisha Merriweather-House Hold Items
4038 Geill Bailey-House Hold Items
4129 Tryvette Evans-House Hold Items
4173 Tryvette Evans-House Hold Items
The auction will be listed and advertised on www.storagetreasures.com
Purchases must be made with cash

8003 Public Hearing

MDJ-4012
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 2025 through 2029.

A copy of the report is on file in the Planning and Zoning Office for review during normal business hours of 8:00 am to 5:00 pm Monday through Friday. The Mayor and Council will hold the first public hearing on June 2, 2025 at 6:30 PM. The final adoption hearing is scheduled for a meeting on June 16, 2025 at 6:30 PM. Meetings will be held in Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

5:23,30-2025

MDJ-4043

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: June 2, 2025

TITLE: **Minutes: May 10, 2025 Council Discussion Session**
Approval of the May 10, 2025, Council Discussion Session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2025-05-10 City Council Discussion Session Draft Minutes

MINUTES OF COUNCIL DISCUSSION SESSION
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
May 10, 2025
8:00 AM

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez Georgia Municipal Association Consultant Michael McPherson

1. Call to Order

Mayor Easterling called the meeting to order at 8:08 a.m.

He opened the meeting up by thanking everyone for attending and how he was looking forward to an open discussion on key goals and visions.

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2. Roles and Responsibilities: Presentation by GMA Member Services Consultant, Michael McPherson

Georgia Municipal Association Member Services Consultant Michael McPherson introduced himself to the Mayor and Council. Mr. McPherson has 27 years of state and local experience, including working for the City of Roswell and the General Assembly. He began working for the Georgia Municipal Association in 2013 on the Government Relations team. Mr. McPherson noted he craves the types of opportunities like he has today to make stronger municipal teams.

He began his presentation by touching on the roles of elected officials. As a governing body, their main focus should be community building and achieving its broad-based strategic goals. He contrasted it with the role of staff, which is modernizing and shaping the organization so that it can be responsive to the City's goals.

Mr. McPherson encouraged the Council to speak to each other more frequently to learn each other's perspectives. His keys to developing a better relationship begin with understanding the City's form of government. Councilmember Gutierrez asked whether it was common that the Council must speak to Department Heads through the City Manager. Mr. McPherson responded that it is common for cities with a Council-Manager form of government.

Councilmember Jones noted his frustration with the fact that he thought he would have more time to figure out how staff worked and get a behind-the-scenes look in order to

better understand processes. Mr. McPherson stated that the orientation process for the newly elected needed to improve to give them a run-down on departments and their respective capacities. The Council agreed.

Mayor Easterling recessed the meeting at 9:15 a.m.

Mayor Easterling called the meeting to order again at 9:30 a.m.

Mr. McPherson discussed today's challenges for local government, including changes to technology, being closest to the people, the nature of intergovernmental relationships, cynicism among the public, and division between the Council and the public about what the role of local government should be in their community.

He then transitioned to organizational culture. Since the elected are at the top, everything they do and say can have an impact on staff. He emphasized that staff morale should be at the top of their minds at all times. Mr. McPherson stated that the Council wants an organizational culture based on getting the job done and accountability. Further, they want to build trust as it is critical. Ultimately, management must set the tone at the top. He shared numerous ways in which an organization must develop trust: not interfering with others' roles; making sure written protocols were in place; understanding "good governance;" supporting good management, including effective, efficient, accountable, and equitable delivery of services; insuring a sense of respect for the public and openness to public input; a willingness to move on key issues; operating under a comprehensive strategic business/planning process; respecting each other; holding honest and open communication; agreeing on roles and responsibilities; demonstrating a strong commitment to work collaboratively; and following through with commitment to hold regular and timely reviews and feedback on programs or services.

DRAFT

Mr. McPherson facilitated an exercise called, "Mine Field," where one councilmember is blindfolded and another gives directions to help them avoid running into any chairs.

3. As a Councilmember:

A. What is my vision for the City?

B. How do my projects/objectives/goals help achieve this vision?

C. Where do I fit in? What is my passion?

D. How do I learn best?

E. What is next for me?

Mayor Easterling asked each Councilmember the above-listed questions:

<u>Pat Ferris</u>
A. What is my vision for the City?: Mayor Pro Tem Ferris' vision for the City is growth

and stability. He sees the City reaching its potential growth in 2030-2035.
B. How do my projects/objectives/goals help achieve this vision? He mentioned a couple of projects he believed had advanced his vision for the City, including the Inclusive Playground at Swift-Cantrell Park.
C. Where do I fit in? What is my passion? One of Mayor Pro Tem Ferris' passions is finance. When he first sat on the Council, the City had a Tax Allocation Note (TAN). At that time, the Council discussed building up its reserves and getting rid of the TAN. He said the City had accomplished that. Further, he loves the Kennesaw City Cemetery and has truly enjoyed being a part of it over the last 7–8 years.
D. How do I learn best? Mayor Pro Tem Ferris shared he learns best by reading and through visuals.
E. What is next for me? He emphasized that what is next for him is double retirement!

Antonio Jones
A. What is my vision for the City? Councilmember Jones' vision for the City is a lot like its tagline: Honoring Our Heritage; Forging Our Future. He likes to see Kennesaw growing as a city with many cultures and loves living in an area where everyone gets along.
B. How do my projects/objectives/goals help achieve this vision? To achieve that vision, his top three projects have been paid paternity leave for staff, having Juneteenth and Veterans Day as city-observed holidays, and improvements to the front of City Hall, which included more ADA parking.
C. Where do I fit in? What is my passion? Councilmember Jones' passion is to help people. It gives him great enjoyment to see if the City can make someone's life a little easier.
D. How do I learn best? He learns best through visuals and by being hands-on.
E. What is next for me? Councilmember Jones shared what is next for him is a little girl!

DRAFT

Anthony Gutierrez
A. What is my vision for the City? Councilmember Gutierrez shared his vision for the City is continued progress and modernization. He enjoyed seeing the amphitheater and the Kennesaw Public Safety Facility come to life. He noted that with growth in our population comes big changes for which we will need to plan.
B. How do my projects/objectives/goals help achieve this vision? He desires projects that focus on making the City more of a place to reside in instead of just living. He wants to see the City invest in small businesses, farmers markets, concert series - things that will expand upon and benefit the community as a whole.
C. Where do I fit in? What is my passion? Further, he is passionate about investing in services for people.
D. How do I learn best? Councilmember Gutierrez learns best by sitting down with people and having face-to-face conversations. Additionally, he enjoys retreats like this.
E. What is next for me? What is next for him is getting his EMT-B certification.

Madelyn Orochena
A. What is my vision for the City? Councilmember Orochena's vision for the City is

that our neighborhoods are close communities with people walking around. She wants to see a downtown as diverse as the people who live here with a variety of things to do, eat, and shop. Furthermore, she wants streets that feel cozy, comfortable, and safe.
B. How do my projects/objectives/goals help achieve this vision? Projects that will help achieve her vision include arts and culture in the downtown area that will serve community members, encouraging foot traffic, and prioritizing pedestrian safety. Ultimately, enhancements to quality of life.
C. Where do I fit in? What is my passion? She emphasized her passion for the arts and the impact it has on people's lives. It provides the opportunity for shared experiences.
D. How do I learn best? Councilmember Orochena noted that she learns best by observing, listening, and engaging in discussions.
E. What is next for me? What is next for her is always changing. Right now, she has a very present-day focus and takes it one mile at a time. She works to stay on track and focuses on what she can do, and in all the craziness, stays true to herself.

Tracey Viars
A. What is my vision for the City? Councilmember Viars sees the City of Kennesaw similarly to Councilmember Jones. We are going from old Kennesaw to new Kennesaw, and we are somewhere in the middle. She is in a fortunate place as a commercial relator and in the hospitality industry, as she gets a lot of feedback. Councilmember Viars is looking forward to developing our own style. She is tired of getting compared to other cities. Structurally, the City of Kennesaw is different from any other city, especially when it comes to our downtown.
B. How do my projects/objectives/goals help achieve this vision? She shared several projects she has been a part of that have helped bring her vision to life, including the amphitheater, the Kennesaw Public Safety Facility, and the Inclusive Playground at Swift-Cantrell Park.
C. Where do I fit in? What is my passion? She is passionate about being a part of everyone's story. It is part of her job to be an ambassador for the City.
D. How do I learn best? She learns best by hearing input from other people.
E. What is next for me? Councilmember Viars plans on wrapping up her political career and hopes to continue to volunteer for the City.

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4. Creating a Shared Vision

Mayor Easterling concluded the session by saying that today was about the sum of them all. He shared that the Council's time is the most expensive thing they own, so he is very grateful they are spending their Saturday morning together for their City.

5. Adjournment

Mayor Easterling adjourned the meeting at 10:58 a.m.

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: June 2, 2025

TITLE: **Minutes: May 12, 2025 Work Session**
Approval of the May 12, 2025, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2025-05-12 City Council Work Session Draft Minutes

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

Livestream: www.kennesaw-ga.gov/publicmeetings/
May 12, 2025
6:30 PM

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez Assistant City Manager Marty Hughes City Attorney Sam Hensley, Jr.

1. Invocation

2. Pledge of Allegiance

DRAFT

3. Call to Order

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

4. Announcements

5. Presentations

6. Old Business

7. New Business

A. **Resolution: Temporary Co-Location of Polling Locations - K4A at K3A**
Consideration to approve a Resolution authorizing to temporarily change the polling location for Kennesaw 4A to be co-located with the polling place at Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

City Clerk Lea Alvarez presented a resolution authorizing to temporarily change the polling location for Kennesaw 4A to be co-located with the polling place at Kennesaw 3A, Ben Robertson Community Center, through the end of 2025. Ms. Alvarez stated that the Kennesaw Baptist Church is no longer able to serve as a polling location for Kennesaw 4A. As a result, Cobb Elections & Registration is planning to temporarily co-locate Kennesaw 4A with Kennesaw 3A, which is the Ben Robertson Community Center. In comparing historical election turnout, Cobb Elections is confident that the Ben Robertson Community Center can handle the anticipated turnout for the upcoming November municipal election.

Ms. Alvarez also noted that Cobb Elections plans to mail all the voters in the affected precincts a postcard notifying them of the change. Additionally, a 4-foot by 4-foot sign will be posted at the old location for the week leading up to Election Day, and additional yard signs will be posted at each entrance of the old location the day before Election Day.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

Councilmember Orochena asked, since this is a motion for a temporary change, whether Cobb Elections was looking for a more permanent solution. Ms. Alvarez responded that Cobb Election is, but they did not want to confuse voters by having them vote at one location in June and then a different location in November.

8. Committee and Board Reports

9. Public Hearing(s)

10. Consent Agenda

A. **Minutes: April 28, 2025 Work Session**
Approval of the April 28, 2025, City Council work session minutes.

B. **Minutes: May 5, 2025 Regular Meeting**
Approval of the May 5, 2025, City Council regular meeting minutes.

C. **Minutes: May 5, 2025 Executive Session**
Approval of the May 5, 2025, City Council executive session minutes.

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11. General and Administrative

12. Public Safety

A. **Crime Statistics: April 2025**
Consideration to accept the April 2025 Crime Statistics.

Chief Westenberger presented the April 2025 crime statistics [See **Exhibit A**].

13. Information Technology

14. Public Works and Building Maintenance

A. **Resolution: Construction Material Testing Services for Public Safety Facility**
Consideration for approval of a Resolution accepting a proposal from Geo-Hydro Engineers for Construction Material Testing Services for the Kennesaw Public Safety Facility.

Public Works Director Ricky Stewart presented a resolution accepting a proposal from Geo-Hydro Engineers for construction material testing services for the Kennesaw

Public Safety Facility. Items would include compaction testing for the soil, concrete testing, and steel testing. Mr. Stewart stated that, essentially, any materials going into the building, Geo-Hydro Engineers will be testing for integrity. In addition, they would be doing third-party testing on erosion control measures and completing any reporting for NPDES. Geo-Hydro Engineers submitted a proposal for the aforementioned services for $57,981.60.

Mayor Pro Tem Ferris asked if these services needed to be something that went through the bidding process because of the cost. It was his understanding that anything over the $25,000 threshold would require a formal bid.

Mr. Stewart responded that the City uses Geo-Hydro Engineers consistently for their soil and material testing. The proposal was a request that the City had made for them to submit. Geo-Hydro Engineers are local and responsive.

Mayor Pro Tem Ferris asked Mr. Stewart to look into the requirements of the City's purchasing policy. Mayor Easterling stated the item will stay where it is on the agenda.

B. **Surplus: City Vehicles and Equipment**
Consideration to approve the surplus and disposal of select vehicles and equipment.

DRAFT

Public Works Director Ricky Stewart stated the following vehicles and equipment did not make it onto the list of surplus presented last month: a 2022 Toro Workman MD from Parks and Recreation and a 2003 Ford F-550 from Public Works. He noted that the 2022 Toro Workman MD will most likely be scrapped.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

C. **Resolution: Offer for Abandoned Right-of-Way at 2995 and 2997 North Main Street**
Consideration for approval of a Resolution accepting the second offer for the purchase of the right-of-way at 2995 and 2997 North Main Street.

[Councilmember Orochena recused herself from discussion regarding this item due to a conflict of interest].

Mayor Easterling asked for a vote to table this item until the end of the meeting.

Motion by Councilmember Jones to table item 14. C until the end of the meeting.
Second by Councilmember Viars.
Vote taken, motion approved 4-0 [Councilmember Orochena recused]. Motion passed.

Minutes regarding tabled Item 14. C can be found under Item 21. Executive Session

D. **Resolution: Framework Agreement with Cobb County**
Consideration for approval of a Resolution authorizing the execution of a

Framework Agreement between the City of Kennesaw and Cobb County for a reclamation project on Cobb International Blvd.

Ricky Stewart presented a resolution authorizing the execution of a framework agreement between the City of Kennesaw and Cobb County for a reclamation project on Cobb International Boulevard. Mr. Stewart stated the City applied for and received a $2 million grant through Congressional Appropriations. The $2 million was funneled through the Georgia Department of Transportation and Cobb Department of Transportation. Due to the requirements of the Georgia Department of Transportation, Cobb Department of Transportation will provide oversight of the preconstruction process of the project, including providing the Georgia Department of Transportation with all submittals and communications required to satisfy the grant. Also, there is a $500,000 match that the City must provide as part of this grant. The framework agreement details the responsibilities of both the City and the County for this project.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

E. **Resolution: Temporary Construction Easement and Bank Protection Easement**
Consideration for approval of a Resolution authorizing a Temporary Construction Easement and Bank Protection Easement to Cobb County.

DRAFT

Ricky Stewart presented a resolution authorizing a temporary construction easement and bank protection easement to Cobb County. A couple of years ago, Cobb County and the Corps of Engineers looked at doing a number of projects along the Butler Creek basin regarding stream bank mitigation, stream bank reinforcement, and/or creation of wetlands to help with the amount of erosion taking place along Butler Creek. Mr. Stewart stated that they have come back with a project involving city-owned property that was formerly a community park at the end of White Oak Court. Their intent is to do some bank restoration and stabilization along Butler Creek inside that property area. The construction easement is required so that they can access the property to do the construction and then a bank protection easement that they can permanently use to go back in and do maintenance along the reinforcement of the banks.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

15. Recreation and Culture

16. Community Development

A. **Discussion Only: Accessory Dwelling Unit (ADU)**

Mayor Easterling noted that the discussion would not go into the commercialization of Accessory Dwelling Units (ADUs) as there would be a councilmember that would have to be recused. He encouraged the conversation to stay focused on ADUs being utilized by family members.

Zoning Administrator Darryl Simmons shared that this proposal was based on two things: inquiries from the public since 2024 and interaction with members of the Council to explore alternative housing options, specifically for family members or extended family members in the same household on the property. Staff took the time to do research to look at the impact of having additional dwelling units on the property with other agencies that have adopted ADU ordinances as well as the Fire Marshall's office and first responders. Mr. Simmons stated that the goal tonight is to get the Council's feedback to see if it is something worthy to continue to explore further. If the Council wants to explore further, staff recommend having public input sessions.

City Planner Chanelle Campbell provided an overview of the proposal regarding ADUs. ADUs are secondary, independent residential dwelling units located on the same lot as the primary detached single-family home. The intent of the proposal is to have alternative housing options for families with minimal changes to the existing character of established neighborhoods. The ADUs will not be permitted for use as a Short-Term Rental. The permitted zoning districts include R-15, R-20, R-30 and R-40.

She highlighted the main points of the ordinance: 1 ADU per lot; ADU shall not have separate meters or property address from the principal structure; minimum 10-foot setback from the rear and side property lines with a maximum height of 25 feet; 900 square feet of enclosed heated space or forty percent of the principal structure; there must be an owner-occupant on premises; a minimum of one (1) additional off-street parking for the ADU; and must obtain approval through the Land Use Permit process. Additionally, staff had GIS run scenarios with illustrations for distance buffers of 250 feet, 500 feet, and 1000 feet.

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Ms. Campbell noted that the next step in the process would be town hall meetings to obtain feedback from the community, public notice requirements, Planning Commission and City Council meetings and then, finally, adoption and implementation.

Councilmember Gutierrez shared that his main concern was about item 16 regarding the buffers between the ADUs. He understands we already have setback rules of 10 feet from the neighboring property. Realistically, if the ordinance passed, the City would only have maybe a dozen ADUs a year, which wouldn't have much of a strain on utilities. Ms. Campbell stated staff are concerned about the infrastructure if everyone within a neighborhood has an ADU. As a result, there is an additional buffer to limit the number of ADUs to be concentrated in one area.

Councilmember Orochena echoed the same concern. She confirmed that the intent of the buffer is to limit the number of ADUs overall. Looking at the map with the different buffer scenarios, it looks like a lot of ADUs that, even without the buffer requirement, would not happen. She could imagine that there would be neighbors that would want ADUs that could not have them because of the buffer requirement. Ms. Campbell said that the buffers are at the discretion of the Mayor and Council.

She also asked about item 12 regarding how units must not be rented separately.

Councilmember Viars asked if a person could live in his or her house and rent out his or her ADU. Ms. Campbell responded no. Councilmember Orochena noted that this is the section that she has been advised she cannot provide input on.

Mayor Easterling said that when the City is planning, it is for the number we could have, not the number that we already have. With the aging infrastructure, the City has to plan for the worst-case scenario. Mr. Simmons confirmed that staff design for the worst case scenario in case everyone jumps on board. They have to ask the question of what that looks like for utilities and fire protection.

Councilmember Gutierrez mentioned one recommendation he could see working. The issue staff are trying to highlight and prevent from happening is if too much is built too quickly. He suggested a tiered system where there is a certain number of permits issued. Once that amount has been reached, staff can research and evaluate how much it is impacting our infrastructure and utilities. If permissible, the City can then continue with another tier of permits. Mr. Simmons said staff could look into that suggestion.

Councilmember Jones asked what is preventing R-10 and FST from utilizing ADUs. Mr. Simmons said it is dangerous. Staff does not think it is a good idea based on their conversations with first responders, especially for townhomes because the lots are so small. It won't be functional and it affects accessibility. Councilmember Gutierrez mentioned that as someone who has been working with patient transportation. It will not work because there is not enough space.

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Mayor Pro Tem Ferris sees this as an ongoing process. The feedback he has received from city residents is that they are against it. They bought into a single-family neighborhood for a reason. People feel as though it will add instability to their community. He encouraged the Council to do some visioning on this and think about what they want Kennesaw to look like in the future. Cobb County Commissioners are well known for wanting more density in the County. Mayor Pro Tem Ferris thought it was noteworthy that the Cobb Commissioners voted against ADUs.

Councilmember Gutierrez doesn't think ADUs would create a density problem because it would be too expensive for most people to do.

Mr. Simmons mentioned one of the issues they faced when writing the proposed ordinance was enforcement. Which is why staff chose the land use permit process.

Councilmember Orochena asked if Marietta and Acworth had an ADU ordinance and whether they were similar to what was being proposed. Mr. Simmons responded that they do have ordinances, but they are different and unique to the concerns of each town.

The Council shared with Mr. Simmons that they wanted staff to run scenarios on a lower buffer and to look into a tiered system.

Assistant City Attorney Fred Bentley, Jr. said there were a couple of points he wanted the Council to be aware of, including specific provisions that would limit or not allow ADUs to exist within many of the neighborhoods due to existing covenants. Further, there could be homes that are not connected to sewers. The final point is that existing state law would require the City to post a sign every 500 feet throughout the city because of poor draftsmanship at the Legislature a few years ago when dealing with ADUs in Atlanta. That law has now been changed by the Legislature; however, the Governor has not signed that bill because there were about four different bills attached to each other. It was House Bill 155.

17. Public Comments

7:13 p.m. Floor Open for Public Comments

No comments.

7:14 p.m. Floor Closed for Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

Mr. Hughes had nothing to add tonight.

19. 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.

20. Council Reports & Discussions

Councilmember Gutierrez shared he is pushing through the last portion of his EMT training.

Councilmember Jones wished a Happy Mother's Day to all the mothers out there.

Councilmember Orochena had a great Mother's Day visiting the Cobb Gem and Mineral show.

Mayor Pro Tem Ferris mentioned the big weekend coming up at Swift-Cantrell, including the Backyard Campout.

Councilmember Viars shared that the Splash Pad opens on May 26 and that Parks and Recreation hosts a Senior Luncheon three times in the Spring and three times in the Fall. The next dates are September 3, October 5, and November 5.

21. Executive Session

DRAFT

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.

[Councilmember Orochena recused herself because of a conflict of interest regarding item 14. C].

Motion by Councilmember Gutierrez to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing land, motion seconded by Councilmember Viars.
Vote taken, motion approved 4-0-1 [Councilmember Orochena recused]. Motion passed.

7:16 p.m. Recess to Executive Session

Mayor, City Council [Councilmember Orochena recused], Assistant City Manager, City Clerk, and City Attorney attended Executive Session.

7:23 p.m. Reconvene to Open Session
Councilmember Gutierrez read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4, motion seconded by Councilmember Jones.

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Vote taken, motion approved 4-0-1 [Councilmember Orochena recused]. Motion passed.

Mayor Easterling addressed the previously tabled item 14.C. regarding a resolution for an offer for abandoned right-of-way at 2995 and 2997 North Main Street. Ricky Stewart will continue negotiations with the property owner. The item will stay where it is on the agenda and the Council will wait to hear back from Mr. Stewart before taking any action.

22. Adjourn

Mayor Easterling adjourned the meeting at 7:27 p.m. The regular meeting will be held on Monday, May 19, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

_____
Lea Alvarez, City Clerk

April 2025 Crime Statistics

Group A Crimes	Apr 2025	Apr 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	6 (+0)	6	17 (+4)	13
INTIMIDATION	6 (-2)	8	44 (+18)	26
SIMPLE ASSAULT	11 (-5)	16	51 (-17)	68
HOMICIDE OFFENSES	0 (+0)	0	0 (-1)	1
SEX OFFENSES	3 (-2)	5	11 (-3)	14
KIDNAPPING	0 (-2)	2	2 (-2)	4
MOTOR VEHICLE THEFT	2 (+1)	1	10 (+4)	6
BURGLARY	5 (-2)	7	13 (-2)	15
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
EMBEZZLEMENT	0 (+0)	0	1 (-1)	2
BRIBERY	0 (+0)	0	0 (+0)	0
ARSON	1 (+1)	0	1 (+1)	0
ROBBERY	1 (+1)	0	3 (+3)	0
FORGERY	1 (+1)	0	4 (-2)	6
EXTORTION	1 (+0)	1	4 (-1)	5
FRAUD OFFENSES	11 (+4)	7	62 (+18)	44
LARCENY/ THEFT OFFENSES	12 (+4)	8	58 (+9)	49
VANDALISM	2 (-4)	6	15 (-10)	25
STOLEN PROPERTY OFFENSES	1 (+0)	1	6 (+1)	5
DRUG/ NARCOTICS OFFENSES	24 (-15)	39	110 (-10)	120
PORNOGRAPHY OBSCENE MATERIAL	1 (+1)	0	1 (-2)	3
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Totals	**90**	**110**	**428**	**419**

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Traffic Warnings*	732 (+184)	548	2,842 (+646)	2,196
Arrests**	64 (-40)	104	313 (-46)	359

	Apr 2025	Apr 2024	YTD 2025	YTD 2024
Auto Accidents	92 (-33)	125	388 (-38)	426
Accident w/ Injury	6 (-8)	14	42 (+4)	38
Hit and Run	8 (-2)	10	45 (-2)	47
Hit and Run w/ Injury	0 (-1)	1	2 (-2)	4
Person Hit by Auto w/ Injury	2 (+1)	1	3 (+2)	1

* Warnings do not include verbal warnings **
Arrests do not include juvenuile arrests

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Work Session
5/12/2025
Public Comment Sign-in

	Name	Address	Topic
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Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 2, 2025

TITLE: **Minutes: May 12, 2025 Executive Session**
Approval of the May 12, 2025, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: June 2, 2025

TITLE: **Minutes: May 19, 2025 Regular Meeting**
Approval of the May 19, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2025-05-19 City Council Draft Minutes

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

Livestream: www.kennesaw-ga.gov/publicmeetings/
May 19, 2025
6:30 PM

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Sam Hensley, Jr.

1. Invocation

City resident Carlene Fregeolle led the Invocation.

2. Pledge of Allegiance

City resident Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

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

4. Announcements

Mayor Easterling asked the Council to add an item to the agenda to approve a resolution authorizing emergency stormwater repairs at 2500 Cobb International Boulevard as proposed by Proshot Concrete, Inc.

Motion by Councilmember Jones to add item 15.C as presented. Seconded by Councilmember Orochena.

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

Mayor Easterling also announced that he would be requesting a motion to remove item 15. A from the agenda.

5. Presentations

6. Public Comment (Items on the Agenda)

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

6:32 p.m. Floor Open for Public Comments

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No comments.

6:33 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

11. Consent Agenda

A. **Minutes: April 28, 2025 Work Session**
Approval of the April 28, 2025, City Council work session minutes.

B. **Minutes: May 5, 2025 Regular Meeting**
Approval of the May 5, 2025, City Council regular meeting minutes.

C. **Minutes: May 5, 2025 Executive Session**
Approval of the May 5, 2025, City Council executive session minutes.

D. **Resolution: Temporary Co-Location of Polling Locations - K4A at K3A**
Consideration to approve a Resolution authorizing to temporarily change the polling location for Kennesaw 4A to be co-located with the polling place at Kennesaw 3A at Ben Robertson Community Center through the end of 2025.

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Resolution No. 2025-32

E. **Surplus: City Vehicles and Equipment**
Consideration to approve the surplus and disposal of select vehicles and equipment.

F. **Resolution: Framework Agreement with Cobb County**
Consideration for approval of a Resolution authorizing the execution of a Framework Agreement between the City of Kennesaw and Cobb County for a reclamation project on Cobb International Blvd.

Resolution No. 2025-33

G. **Resolution: Temporary Construction Easement and Bank Protection Easement**
Consideration for approval of a Resolution authorizing a Temporary Construction Easement and Bank Protection Easement to Cobb County.

Resolution No. 2025-34

Motion by Councilmember Gutierrez to approve the Consent Agenda engross.
Seconded by Councilmember Viars.

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

12. General and Administrative

13. Public Safety

A. **Crime Statistics: April 2025**
Consideration to accept the April 2025 Crime Statistics.

Chief Westenberger presented the April 2025 crime statistics [see **Exhibit A**].

Motion by Councilmember Viars to accept the April 2025 crime statistics as presented. Seconded by Councilmember Jones.

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

14. Information Technology

15. Public Works and Building Maintenance

A. **Resolution: Construction Material Testing Services for Public Safety Facility**
Consideration for approval of a Resolution accepting a proposal from Geo-Hydro Engineers for Construction Material Testing Services for the Kennesaw Public Safety Facility.

Motion by Councilmember Jones to remove item 15. A from the agenda. Seconded by Councilmember Orochena.

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

B. **Resolution: Offer for Abandoned Right-of-Way at 2995 and 2997 North Main Street**
Consideration for approval of a Resolution accepting the second offer for the purchase of the right-of-way at 2995 and 2997 North Main Street.

[Councilmember Orochena recused herself from discussing and voting on the item due to her parents owning the subject property].

Public Works Director Ricky Stewart presented a resolution accepting the second offer for the purchase of the right-of-way at 2995 and 2997 North Main Street. The property owner of 2995 and 2997 North Main Street offered $7,000, with the City to pay the recording and/or attorney fees necessary to complete the transaction.

Councilmember Viars' suggestion was to accept the $7,000, but the buyer pays all typical buyers' costs as well.

Motion by Councilmember Jones to approve **Resolution No. 2025-35** accepting an offer of $7,000 with the buyer paying all typical buyers' fees for the right-of-way at 2995 and 2997 North Main Street. Seconded by Councilmember Viars.

Vote taken, motion approved 4-0-1 [Councilmember Orochena recused]. Motion passed.

Mayor Easterling asked City Attorney Sam Hensley, Jr. that when the City transfers the property, the rights of way at both addresses are merged to reflect one parcel under R-30, so the property owner does not have to come back to the City down the line. Mr. Hensley, Jr. responded he would see to that.

Add On: 15. C Resolution: Emergency Stormwater Repair
Consideration for approval of a Resolution authorizing emergency stormwater repairs at 2500 Cobb International Boulevard as proposed by Proshot Concrete.

Mr. Stewart stated that in March, Public Works was notified of a sinkhole that was developing on the shoulder of Cobb International near 2500 Cobb International Boulevard. Public Works responded to the issue and started investigating the location of the sinkhole and with whom the responsibility for repairing it lay. In the meantime, staff was in conversation with Atlanta Bonded Warehouse because if the sinkhole was not on city property, it would be on their property. The City put Atlanta Bonded Warehouse in touch with Proshot Concrete to try to get an estimate to get a repair done. Mr. Stewart stated that staff has been trying to develop an RFP to do the repair through the bid process, but with the amount of rain we have had over the last month and a half, the sinkhole has widened to the point that it is threatening Atlanta Bonded Warehouses' retaining wall that holds up their parking lot. Additionally, there is fiber optic that is exposed in the sinkhole, gas will be next, and then water as the sinkhole moves towards the road. Mr. Stewart's opinion is that we do not have time to finish going through the RFP process, which could take another couple of months at least. The City reached out to Proshot Concrete regarding the original proposal, which now has the City of Kennesaw as the recipient of the proposal. The price has increased due to the worsening of the sinkhole. The cost is now $194,000.

Mr. Stewart mentioned that the City is working with Atlanta Bonded Warehouse and some of the other properties that are contributing to the flow that is within the pipe to try to develop some sort of assessment so that the City is not bearing the full cost of the repair. The City will pay to do the repair, but in the meantime, Public Works will go back to the properties that should contribute to the cost.

Motion by Councilmember Jones to approve **Resolution No. 2025-36** authorizing the emergency stormwater repairs at 2500 Cobb International Boulevard as proposed by Proshot Concrete, Inc. for $194,000, as presented. Seconded by Councilmember Orochena.

Mayor Pro Tem Ferris shared he drove out to look at the sinkhole and almost all of it looked to be on private property. Mr. Stewart shared that a large portion of the sinkhole is now on private property. The junction box that failed initially receives street water, so the City is contributing to the structure. The pipe sees the City's water, Atlanta Bonded's

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water, and multiple parcels along Cobb International Boulevard. Mayor Pro Tem Ferris said he knows this sinkhole needs to be fixed as soon as possible, but the thing he keeps going back to is that, as a City, we are not supposed to be spending money on private property. However, he understands the unusual circumstances regarding this issue. He asked Mr. Stewart how much money Atlanta Bonded Warehouse would be willing to contribute to the repair. Mr. Stewart responded that Atlanta Bonded Warehouse would be willing to contribute their fair share of the cost.

Mayor Pro Tem Ferris asked how we would assess the property owners and what would be considered their fair share. He said he had not heard of the City ever doing an assessment. Mr. Stewart said his use of his word "assessment" is more along the lines of an agreement to be able to equally and fairly distribute the cost of this repair.

Mayor Pro Tem Ferris reassured that he is not totally against the City doing this as he knows these repairs have to be made. He wants assurances from staff that they will pursue getting some of the money recovered. Mr. Stewart stated he had already had preliminary discussions with the Bentleys about it. The City would have to find some legal mechanism to be able to do that.

Mayor Pro Tem Ferris asked Mr. Hensley, Jr. about his thoughts. Mr. Hensley, Jr. responded that the firm had had preliminary talks, but he wondered if Mr. Stewart knew if the property owner had any property insurance. Mr. Stewart is sure the property owner has insurance and that could be an avenue that the City pursues. What is causing such an issue with this project is that Cobb International no longer has a Property Owners' Association. Each property owner is standing individually instead of an association.

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Mayor Pro Tem Ferris asked the Public Works Director, City Manager, Mayor, and City Attorney to pursue everything legally possible to recoup some of the cost.

Councilmember Jones asked if the issue was in our right-of-way or not. Mr. Stewart responded that the junction box is 25 feet deep. There is a pipe coming from the street to that box and one coming from the private property side. The issue is the pipe from the box going back to the road is ours. Whether the failure is at the box or one section of pipe under the right of way cannot be determined until Proshot Concrete begins the work. All that Public Works knows is based on the surface investigation. Councilmember Jones asked how long the pipe is that Proshot Concrete is relining. Mr. Stewart said they are estimating the entire length of the pipe under the road. Ultimately, Public Works is erring to the safe side of fixing it all, if necessary.

Councilmember Jones asked if the price could go beyond the proposed $194,000. Mr. Stewart stated that he believed Proshot Concrete provided a safe proposal, but if they go down there and identify any issue that goes beyond the $194,000, Mr. Stewart will bring it back to the Council.

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

16. Recreation and Culture

17. Community Development

18. Public Comment (General)

This section is for general comment.

7:01 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared a local history story about the Blue Ridge Parkway [See **Exhibit B**].

7:02 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney shared that the City received funding for the Cobb Parkway Connectivity Study. It has been selected as part of the 2025 LCI Study program. The City will receive $160,000 in grant funding from the Atlanta Regional Commission to help us reimagine Cobb Parkway. Congratulations to Chanelle Campbell and Darryl Simmons in the Planning and Zoning department.

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Mayor Easterling added that over the weekend, he had the pleasure of receiving an award on behalf of the City of Kennesaw from Cobb Landmarks for the restoration of the Kennesaw Depot.

20. Mayor's Report

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

21. Council Reports & Discussions

Mayor Pro Tem Ferris was a part of the Kennesaw Jaycees many years ago, and they met in the Depot. That one building has been many things over the years. He is glad we took the necessary steps to renovate it. On a different note, he was driving around Swift-Cantrell Park last weekend and the movie night was packed!

Councilmember Jones shared that his kids have been hanging out with family this week so that he could have a little bit of freedom and build them some furniture!

Councilmember Orochena is looking forward to attending the Housing Affordability Summit.

Councilmember Gutierrez is getting married in a few weeks! Finishing the final details has been stressful, but they are looking forward to it!

Councilmember Viars reminded everyone that the Farmers Market is every Monday from 3:30 p.m. to 7:00 p.m. It is a small, but mighty Farmers' Market.

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 7:07 p.m. The next work session will be held on Tuesday, May 27, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

_____

Lea Alvarez, City Clerk

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April 2025 Crime Statistics

Group A Crimes	Apr 2025	Apr 2024	YTD 2025	YTD 2024
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EMBEZZLEMENT	0 (+0)	0	1 (-1)	2
BRIBERY	0 (+0)	0	0 (+0)	0
ARSON	1 (+1)	0	1 (+1)	0
ROBBERY	1 (+1)	0	3 (+3)	0
FORGERY	1 (+1)	0	4 (-2)	6
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Person Hit by Auto w/ Injury	2 (+1)	1	3 (+2)	1

* Warnings do not include verbal warnings **
Arrests do not include juvenuile arrests

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KENNESAW HISTORY

Blue Ridge Parkway

The Blue Ridge Parkway is perhaps the most famous road in the South, stretching from Virginia to North Carolina. Construction began in the 1930s, and was largely complete by the mid-1960s. At that time, efforts began to expand the scenic route further south into Georgia. This extension would have ended just north of Kennesaw.

The plans proposed by the National Park Service in 1963 would have seen the parkway enter North Georgia in Rabun County, and wind south to a point between Kennesaw Mountain and Lake Allatoona. Based on maps published in newspapers, it looks like it would have ended on the stretch of I-75 just north of Wade Green Road.

Throughout the 1960s and into the 1970s, Congress and the Georgia Legislature would debate the extension project. There were concerns about finding funds in the middle of the Vietnam War, and several environmental groups expressed opposition.

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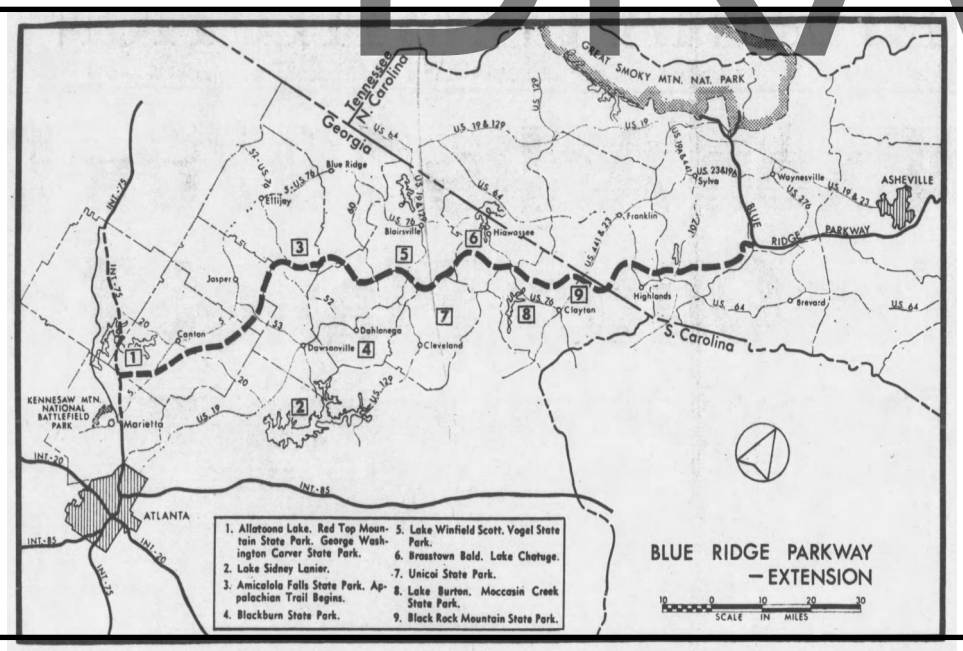

Though the plan was approved by Congress and signed into law by Lyndon B. Johnson, no construction work would ever take place. It was effectively ended in 1973, and officially canceled in 1985. It is strange to imagine how different North Georgia and Cobb County would look if the scenic route had been built.

Map of the Blue Ridge Parkway extension
March 8, 1970 *Atlanta Constitution*

Presented by Andrew J. Bramlett at the May 19, 2025,
City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

City Council Meeting
5/19/2025
Public Comment Sign-in

	Name	Address	Topic
1	Andrew J. Brandt	2990 Summerfield Ct.	Local history
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Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: June 2, 2025

TITLE: **Resolution: Fireworks Display Services**
Consideration for approval of a Resolution authorizing the Mayor to execute an agreement with PYRO Shows East Coast Inc. for July 3rd fireworks.

Summary:
On April 17, 2025, the City of Kennesaw held a bid opening for Fireworks Display Services. The City received one (1) responsive bid from Pyro Show East Coast, Inc. Pyro Show East Coast, Inc. will present a 25-minute firework show on July 3, 2025, during the Salute to America Celebration. The cost is $30,000. The RFP was advertised in the Marietta Daily Journal on March 21, 2025, and April 4, 2025.

Recommendation:
The Parks and Recreation Director recommends approval of the Resolution and authorization for the Mayor to sign the agreement with Pyro Show East Coast, Inc.

Fiscal Impact:

Attachments:
1. RES 2025 - Fireworks Display Services
2. REV 1 Contract - Kennesaw City of 7.3.25
3. 2025-03-21 Fireworks Display Services Ad
4. 2025-04-04 Fireworks Display Services Ad

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2025-

RESOLUTION TO AWARD THE FIREWORKS DISPLAY SERVICES BID AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT

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

WHEREAS, the City of Kennesaw desires to engage a vendor to provide a firework show for the July 3, 2025, Salute to America celebration; and

WHEREAS, the City of Kennesaw advertised the RFP for Fireworks Display Services on the City website and in the Marietta Daily Journal on March 21, 2025, and April 4, 2025; and

WHEREAS, the City received one (1) responsive bid from Pyro Show East Coast, Inc. for $30,000.

THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the mayor to execute an agreement with Pyro Show East Coast, Inc. for firework display services.

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 2025.

ATTEST: CITY OF KENNESAW

_____ _____
Lea Alvarez, City Clerk Derek Easterling, Mayor

PYRO SHOWS EAST COAST, INC.
Contract Agreement

This Agreement made on **May 13, 2025,** by and between **PYRO SHOWS EAST COAST INC., a South Carolina Corporation, whose address is 4652 Catawba River Road, Catawba, South Carolina 29704, with a mailing address at P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as **"PYRO SHOWS"** and **City of Kennesaw** with its principal place of business located at **2529 J.O. Stephenson Avenue NW, KENNESAW, GA 30144** hereinafter referred to as "Customer" and (collectively the "Parties").

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

I. FIREWORKS DISPLAY: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order **# 25 GA 07-03-Custom-25000-000205** dated **May 13, 2025.** The Show(s) will be given on **July 3, 2025.** Rain date/postponement date: **No Rain Date Selected**

II. CANCELLATION: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.

III. SECURITY AREA: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

IV. SITE CLEANUP: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located outside the fallout zone.

V. AMENDMENT & ASSIGNMENT: This agreement may not be sold, assigned, amended, or transferred by either Party without the prior written consent of the non-assigning Party.

VI. COMPLIANCE WITH THE LAWS AND REGULATIONS: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to, and the Parties expressly agree to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VII. PERMITS AND LICENSES: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Georgia, and any suit involving this contract shall be brought in the Superior Court of Cobb County in the State of Georgia. The Customer hereby submits itself to the jurisdiction of

said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

VIII. LATE PAYMENT: PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

IX. ADVERTISEMENT AND PROMOTIONS: Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.

X. COMPLAINTS: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XI. INSURANCE: PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance no later than ten (10) days prior to the scheduled date of the show. All entities listed on the certificate will be deemed Additional Insured per this contract.

XII. PAYMENT TERMS: City of Kennesaw shall pay PYRO SHOWS **$30,000.00** plus applicable taxes in the amount of **$0.00** for a grand total of **$30,000.00** according to the terms and conditions set forth for presenting the Show. Customer shall submit a **50%** deposit **($15,000.00)** upon return of the signed contract by **May 28, 2025.** The remaining balance will be due in the PYRO SHOWS office within thirty (30) days of completion of the Show.

XIII. TAXES: PYRO SHOWS shall be responsible for all applicable sales taxes assessed against supplies which form the subject of this Agreement.

XIV. 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.

XV. Georgia Security and Immigration Compliance Act Requirements. Pyro Shows 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. Pyro Shows warrants that it has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

IMPORTANT: Checks must be made payable to **PYRO SHOWS EAST COAST, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

****FOR ALL EXPRESS/OVERNIGHT PAYMENTS / DEPOSITS MAILED TO: PYRO SHOW SHOWS EAST COAST, INC 115 N 1ST STREET, LAFOLLETTE, TN 37766**

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS EAST COAST, INC.

BY: _____ **DATE:** _____
Jesse D. Salveson, President

CUSTOMER

BY: _____ _____ _____ **DATE:** _____
Signature **Printed Name** **Title**

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose.

MDJ-2361
GPN-05
City of Kennesaw
Request for Proposals (RFP)
2025 Fireworks Display Services

The City of Kennesaw is seeking proposals from qualified firms for the provision of a 22 - 25-minute fireworks display on Thursday, July 3, 2025, during the City of Kennesaws Salute to America event. Based on the responses to the RFP, it is the intent of the City of Kennesaw to enter into a general services contract agreement with a selected Vendor to produce the show.

Bid documents shall be obtained at no cost from the Kennesaw City Clerks Office upon request via email to Lea Alvarez at **lalvarez@kennesaw-ga.gov**. Only a proposal submitted by a Contractor on record with the City Clerks Office as having received the bid documents will be opened. Sealed proposals will be received by the City of Kennesaw, Georgia at the office of the City Clerk located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 until: Thursday, April 17, 2025, 2:00 p.m., EST, at which time all proposals will be opened and recorded. A total of one (1) identified original copy plus three (3) copies of the proposals shall be required. RFP responses received after

8020 Service/Construction Bids

the above date and time, or in any location other than specified, will not be considered. The City of Kennesaw reserves the right to reject any or all proposals and to waive technicalities and informalities.

3:21;4:4-2025

3:14;21;28;4:4-2025

MDJ-2361
GPN-05
City of Kennesaw
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3:21;4:4-2025

Item Report

TO: The Honorable Mayor and City Council

FROM: Mariyah Nall, Business License Manager

DATE: June 2, 2025

TITLE: **Alcohol License: RK Gas and Food Inc**
Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for RK Gas and Food Inc d/b/a Food Mart located at 1880 Old 41 HWY NW STE 100 Kennesaw, GA 30152. Applicant: Raheen Dadani

---

Summary:
The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. The current application and background check results are on file. A distance survey completed by a certified surveyor indicated the business was not within the designated distance of a property line or structure listed in Ordinance Sec. 6-42 and 6-43.

Recommendation:
Finance Director recommends approval.

Fiscal Impact:
100-0000-32-1900 Application Fee $350.00

Attachments:
1. RK Gas And Food Inc Alcohol License Application_Redacted
2. 2025-05-16 RK Gas and Food Inc

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

- [ ] Liquor
- [x] Beer
- [x] Wine
- [ ] Growler
- [x] Sunday Sales

License Type (Choose one):

- [ ] Manufacturer
- [ ] Wholesaler
- [x] Retail Package
- [ ] Retail Pouring

Type of Establishment (Choose one):

- [ ] Restaurant
- [ ] Night Club
- [ ] Grocery Store
- [ ] Lounge
- [ ] Private Club
- [ ] Bottle House
- [x] Convenience Store
- [ ] Indoor Entertainment Hall
- [ ] Hotel/Motel
- [ ] Package Store

Business Type (Choose one):

- [ ] Sole Proprietor
- [x] Corporation
- [ ] LLC
- [ ] Partnership
- [ ] LLP

Please fill out the below information:

1. Full name of business: RK GAS AND FOOD INC
   Doing Business As (DBA): FOOD MART
   Anticipated start date of business: 04/15/2025

2. Business location: 1880 OLD 41 HWY NW STE 100 KENNESAW, GA 30152
   Email address: license.office0@gmail.com
   Phone Number: (404) 483-4804
   Mailing address: 1880 OLD 41 HWY NW STE 100 KENNESAW, GA 30152

3. Do you have a certified survey of the location of the property? YES

Does the certified survey indicate that the business is within the designated distance of the following:

a.	Private residence	300 feet radius	[ ] Yes	[x] No
b.	School or college	600 feet radius	[ ] Yes	[x] No
c.	Church	600 feet radius	[ ] Yes	[x] No
d.	Public building	600 feet radius	[ ] Yes	[x] No
e.	Hospital	600 feet radius	[ ] Yes	[x] No
f.	Public park	600 feet radius	[ ] Yes	[x] No
g.	Day care center*	600 feet radius	[ ] Yes	[x] No
h.	Alcohol or drug treatment center	600 feet radius	[ ] Yes	[x] No

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

a.	School or college	300 feet radius	☐ Yes	☐ No
b.	Retail Liquor Package	1500 feet radius	☐ Yes	☐ No
c.	Church	300 feet radius	☐ Yes	☐ No
d.	Day care center*	300 feet radius	☐ Yes	☐ No
e.	Alcohol or drug treatment center	300 feet radius	☐ Yes	☐ No

Package Sales Only (Beer or Wine):

a.	School or college	300 feet radius	☐ Yes	☒ No
b.	Alcohol or drug treatment center	300 feet radius	☐ Yes	☒ No

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

See Code Sections 6-1, 6-42 and 6-43 for distance measurement definition and limitations.

4. For Retail Pouring license, please indicate the following:

Number of pool tables:	N/A
Number of video game machines:	
Size of dance floor:	
Amount of cover charge:	
Will the location have a DJ, and if so, number of times per week:	

5. How many square feet are the following:

a. Dining are:	N/A
b. Bar area:	
c. % of total dining space that is a bar area:	

Is this location new construction or pre-existing? NEW CONSTRUCTION

How is the proposed location zoned? GC

This section is to be completed and signed by the City of Kennesaw Zoning staff:

Zoning verified by City of Kennesaw Zoning Division staff member _____

If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.

If new establishment, parking verified by the Zoning Division staff member yes _____

If Partnership or LLP:

6. Partnership of LLP Name: _____

Partner/Member: _____ Social Security #: _____
Position: _____ Date of Birth: _____
Email Address: _____ % of Ownership: _____
Phone Number: _____

Home Address: _____ City: _____
_____ State: _____
ZIP: _____

Partner/Member: _____ Social Security #: _____
Position: _____ Date of Birth: _____
Email Address: _____ % of Ownership: _____
Phone Number: _____

Home Address: _____ City: _____
_____ State: _____
ZIP: _____

Attach additional sheets if needed

If Corporation or LLC:

7. Corporation or LLC Name: RK GAS AND FOOD INC

President/Member: RAHEEN DADANI
Email Address: license.office0@gmail.com
Phone Number: [redacted]

Social Security #: [redacted]
Date of Birth: [redacted]1997
% of Ownership: 100%

Home Address: 5956 PRINCETON RUN TRL

City: TUCKER
State: GA
ZIP: 30084

VP/Member:
Email Address:
Phone Number:

Social Security #:
Date of Birth:
% of Ownership:

Home Address:

City:
State:
ZIP:

Secretary/Member:
Email Address:
Phone Number:

Social Security #:
Date of Birth:
% of Ownership:

Home Address:

City:
State:
ZIP:

Treasurer/Member:
Email Address:
Phone Number:

Social Security #:
Date of Birth:
% of Ownership:

Home Address:

City:
State:
ZIP:

Attach additional sheets if needed

If the business listed in questions 6 or 7 *is owned by another firm or corporation,* provide the information requested in questions 8 and 9.

8. List corporate name, business name, and % of business owned by the corporation

Corporate Name	Business Name	% Owned
RK GAS AND FOOD INC	RK GAS AND FOOD INC	100%

9. List name, position, social security number, address, and % owned for each board member of the corporation listed in question 8.

Name	Position	SSN	Home Address	% Owned
RAHEEN DADANI	OWNER	[redacted]	5956 PRINCETON RUN TRL	100%
			TUCKER GA 30084	

10. Is the licensee or any owner listed in questions 6 – 9 *currently holding an interest or ever been associated with any alcoholic beverage establishment?* If yes, list below.

Licensee/Owner Name	Business Name	Address
RAHEEN DADANI	Karishma Group Inc	4809 GOLDEN PKWY BUFORD, GA 30518
RAHEEN DADANI	Morrow Mart Inc	2058 MOUNT ZION RD MORROW, GA 30260

11. List full name and other required information of relatives of the licensee or owners *who have or have had any license or any financial or ownership interest in any alcoholic beverage business.*

Name/Relationship	Home Address	Business Name/Address
RAHEEN DADANI	5956 PRINCETON RUN TRL	Karishma Group Inc , Morrow Mart Inc
	TUCKER GA 30084	

12. List the full name and address of the property owner on which the business is to be conducted.

Property Owner: GAS EXPRESS LLC

Address: 1880 OLD 41 HWY NW KENNESAW, GA 30152

13. State the total amount of capital funds to be invested in this business.

$ [redacted]

14. State the amount of personal funds invested by the following:

Licensee/Owner $ [redacted]

Other Owners $ _____

15. If capital is borrowed, provide the following and attach a copy of the note (s) or evidence of indebtedness, with all attachments, to this application.

Name of Lender	Address	Amount	Date	Interest Rate
N/A				

16. Name the person (s) that will be the manager of this business and provide the following information.

Name	Address	Compensation
RAHEEN DADANI	5956 PRINCETON RUN TRL	[redacted]
	TUCKER GA 30084	

17. Provide the name and address of your CPA or accounting firm:

Name	Address
RATIONALE ACCUNTING FIRM LLC	6825 JIMMY CARTER BLVD STE 1520 NORCROSS GA 30071

18. Has the *business or any business associated with this business* been cited, charged, indicted, have a pending charge or been convicted at any time for any violation of Georgia Law, Federal Law or any rule or regulation of the State revenue commissioner or any rule, regulation or ordinance of the City of Kennesaw, Cobb County or other governmental unit? Yes ○ No ⊗

If yes, give full details.

19. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse been:

Arrested	___ Yes	X No	Convicted	___ Yes	X No
Detained	___ Yes	X No	Indicted	___ Yes	X No
Pled Guilty	___ Yes	X No	Pled Nolo Contender	___ Yes	X No
On Probation	___ Yes	X No	Any Pending Criminal Charge	___ Yes	X No

If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest and disposition of charge (s). Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

20. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse ever had any interest in any business, ever been a licensee or ever been an officer in any business that was cited, had an employee of any business citied, detained, arrested, indicted or convicted for any offense by any federal, state, county or city government or has any business been warned or had any license placed on probation, denied, suspended or revoked by any federal, state, county or city government? Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

NO

21. Indicate the type of alcohol awareness training and the number of hours of training that is required of owners and employees selling alcoholic beverages for the business. Also, indicate if training is required annually and the number of hours required.

TOOK RASS TRAINING

STUDY ALL THE INFORMATION FROM COBB COUNTY WEBSITE, ALCOHOL WEBSITE.

22. What types of materials (written materials, signs, badges, etc.) are provided with the training of the employees?

We will provide Comprehensive handbooks detailing policies, procedures, and legal responsibilities. Informationalposters about alcohol service guidelines and company policies displayed in visible areas.Identification badges for certifiedstaff to signify their completion of alcohol awareness training.

23. Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia.

Yes ⊗ No ○

24. Are you aware that the sale of alcoholic beverages to an underage person (s) by you or your employees may result in the suspension or revocation of the alcoholic beverage license?

Yes ⊗ No ○

25. What procedures do you have in place to ensure that alcoholic beverages are not sold to underage person (s) or any other violation of the City of Kennesaw Code of Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation as their usage.

WE WILL STRICKLY CHECK THE ID. NO ALCOHOL WILL BE SOLD TO THE UNDER AGE.
WE WILL NOT SELL ALCOHOL TO INTOXICATED PEOPLE TOO.

26. What technology, equipment and products have been or will be implemented in the location to ensure compliance with the City of Kennesaw, Cobb County and State Law? Examples include cash registers that require the date of birth to be entered, cameras, signs and calendars). Describe below:

WE HAVE CASH REGISTER WITH THE SCANNER, CAMERAS, WE HAVE SIGN FOR UNDERAGE PROHIBITIONS.

27. Estimated gross receipts from this location for the remaining calendar year: $ [redacted]

28. List occupations for the past ten years. Include dates of employment and positions.

From/To Month/Year	Company	City	State	Position/Salary
01/2024 TO CURRENT	SHEHNAZ GROUP INC	GEORGIA	GA	
07/2022 TO 12/2023	SAFIN ENTERPRISE INC	GEORGIA	GA	CASHIER
BEFORE 2022 FULL	TIME STUDENT			

29. List previous residences of the licensee for the past ten years.

From/To Month/Year	Address	City	State
06/2021 TO CURRENT	5956 PRINCETON RUN TRL	TUCKER GA 30084	
08/2018 TO 05/2021	7206 JEFFER SQ CT	DECATUR GA 30032	
	BEFORE 08/2018 NOT PRESENT IN USA		

KENNESAW, GEORGIA
COBB COUNTY

I, RAHEEN DADANI being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

Signature of Applicant

Signature of Spouse of Applicant

Sworn to and subscribed before me this 8th day of April 2025

NJIWANI
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires January 27, 2027

Notary Public Jan 27, 2027

RAHEEN DADANI - OWNER

Signature and title of person other than applicant filing out this application

[redacted]

Phone Number

Application received in Kennesaw City Hall by:

Application to be heard by Mayor & Council

Date & Time: 6/2/25 @ 6:30 pM

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

TO BE COMPLETE BY RETAIL POURING APPLICANTS ONLY

NAME OF ESTABLISHMENT: NOT APPLICABLE
ADDRESS OF ESTABLISHMENT: _____
LICENSEE'S NAME: _____

FOOD SALES AND ALCOHOLIC BEVERAGE SALES: Financial reports must be attached to support the reported total or CPA certification must be completed attesting to the reported sales. This information must be provided from the financial records of the above establishment on a calendar year basis or such period during which the establishment has been open.

PERIOD FOR WHICH INFORMATION IS PROVIDED: _____ (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period: $_____ (____ %)
Gross Receipts from Alcoholic Beverage sales this period: $_____ (____ %)
Total Food sales and Alcoholic Beverage sales this period: $_____ (____ %)

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:

_____

_____

I certify that I have a working knowledge of the books and records of the establishment whose name appears above, and that to the best of my knowledge the figures presented above represent accurate sale totals for the period specified.

CPA NAME (PRINTED)	NAME OF CPA FIRM	PHONE	
CPA SIGNATURE	BUSINESS ADDRESS	CITY/STATE	ZIP

SWORN UNDER: OATH THIS _____ DAY OF _____, 20 _____

SIGNATURE OF NOTARY PUBLIC

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.

I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of the alcoholic beverage pouring license, including the Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit our records to verify same at its discretion.

_____
Signature of Licensee/Owner

Sworn under oath this ___day of _____, 20____. _____Notary Public

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): RAHEEN DADANI
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: (404) 483-4804
   b. Cell:
   c. Home:

3. Home Address: 5956 PRINCETON RUN TRL TUCKER GA 30084
4. Business Address: 1880 OLD 41 HWY NW STE 100 KENNESAW, GA 30152

5. Please fill out the following:
   Age: 28 YRS Sex: FEMALE Height: 5'-01" Color of Hair: BLACK
   Race: ASIAN Weight: 108 LB Color of Eyes: BROWN

6. Social Security #: [redacted]

7. Place of Birth: INDIA Date of Birth: [redacted]1997
   U.S. Citizen: NO ○ By Birth ○ Naturalized
   If a naturalized citizen, provide certificate #: N/A
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: [redacted]
   and submit copy of I-551 card
   Derived Parents Certificate #'s:
   Date & Port of Entry:

8. How long have you resided in the State of Georgia? 5+ YEARS
9. Number of years at this present address? 5+ YEARS

10. Are you (Choose one): ○ Single ◉ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: NOORUDDIN RAJWANI
    Social Security #: [redacted] Spouse's Maiden Name: -
    Place of Birth: INDIA Date of Birth: [redacted]1989
    Place of Marriage: NORCROSS Date of Marriage: 09/30/2021

Name of spouse's employer: Air Distro Inc

Address of employer: 4744 HAMMERMILL RD STE 301 TUCKER, GA 30084

U.S. Citizen: YES ○ By Birth ◉ Naturalized

If a naturalized citizen, provide certificate #: [redacted]

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: _____

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: _____

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
NO CHILDREN			

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	SOHAIL DADANI - 54A	GROUND FLOOR KARINA VILLAGE MUMBAI 29 - 52 - INDIA
	HINA SOHAIL DADANI - 54A	GROUND FLOOR KARINA VILLAGE MUMBAI 29 - 51 YEARS INDIA
Siblings:		
In-Laws:	TAJDDIN RAJWANI - A4	CHARANIA TOWER UDHWA ROAD SANJAN, GUJARAT 396150 - 72 YEARS - INDIA
	SHENAZ RAJWANI - A4	CHARANIA TOWER UDHWA ROAD SANJAN, GUJARAT 396150 - 63 YEARS - INDIA

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

NO

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

NO

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to M/YR	School	Address	City	State	Degree
2018 to 2022		Underwoods university	2855 Rolling Pin Ln NW, Suwanee, GA 30024 - Bachlor			

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: RAHEEN DADANI
Social Security #: [redacted]
Residence Address: 5956 PRINCETON RUN TRL
City/State/Zip: TUCKER GA 30084
Residence Phone: [redacted]

Date of Birth: [redacted]1997
Name of Spouse: NOORUDDIN RAJWANI
Business/Organization: RK Gas And Food Inc
Business Phone: (404) 483-4804
Partner/Officer in any other business? ◉ Yes ○ No

Assets	
Cash on hand in banks	[redacted]
Accounts Receivable	
Stocks & Bonds	
Real Estate	
Cash value of Life Insurance	
Automobiles	
Deposit Accounts	
Credit w/ Financial Institutions	
Other Assets (Itemize)	
Total Assets	

Liabilities	
Notes payable to banks - Secured	[redacted]
Notes payable to banks - Unsecured	
Accounts Payable	
Unpaid Taxes	
Mortgage on Real Estate	
Other Debts (itemize)	
Total Liabilities	
Net Worth	
Total Liabilities & Net Worth	[redacted]

Source of Annual Income: Owner & Manager.
Bonus & Commissions: [redacted]
Alimony, Child Support, or Separate Income
Itemize all loan sources & Interest
Other Income (Itemize)
Total Income

Salary: [redacted]
Dividends

Unsatisfied judgments or lawsuits pending? ○ Yes ⊘ No
Are any income tax returns made by you for prior years being contested? ○ Yes ⊘ No
If so, what do you estimate as the additional amount you may be required to pay?
Are any assets pledged or joint names other than as described above? ○ Yes ⊘ No
Have you ever been declared bankrupt? ○ Yes ⊘ No
Do you have a will? NO ○ Yes ○ No
Who is named as your executor?

Beneficiary:
Executor:

As of 04/08/2025

Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 02/04/2021

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

Signature	Print Name	Date
Raheen	RAHEEN DADANI	04/15/2025

Training Institute for Responsible Vendors, Inc.

certifies that

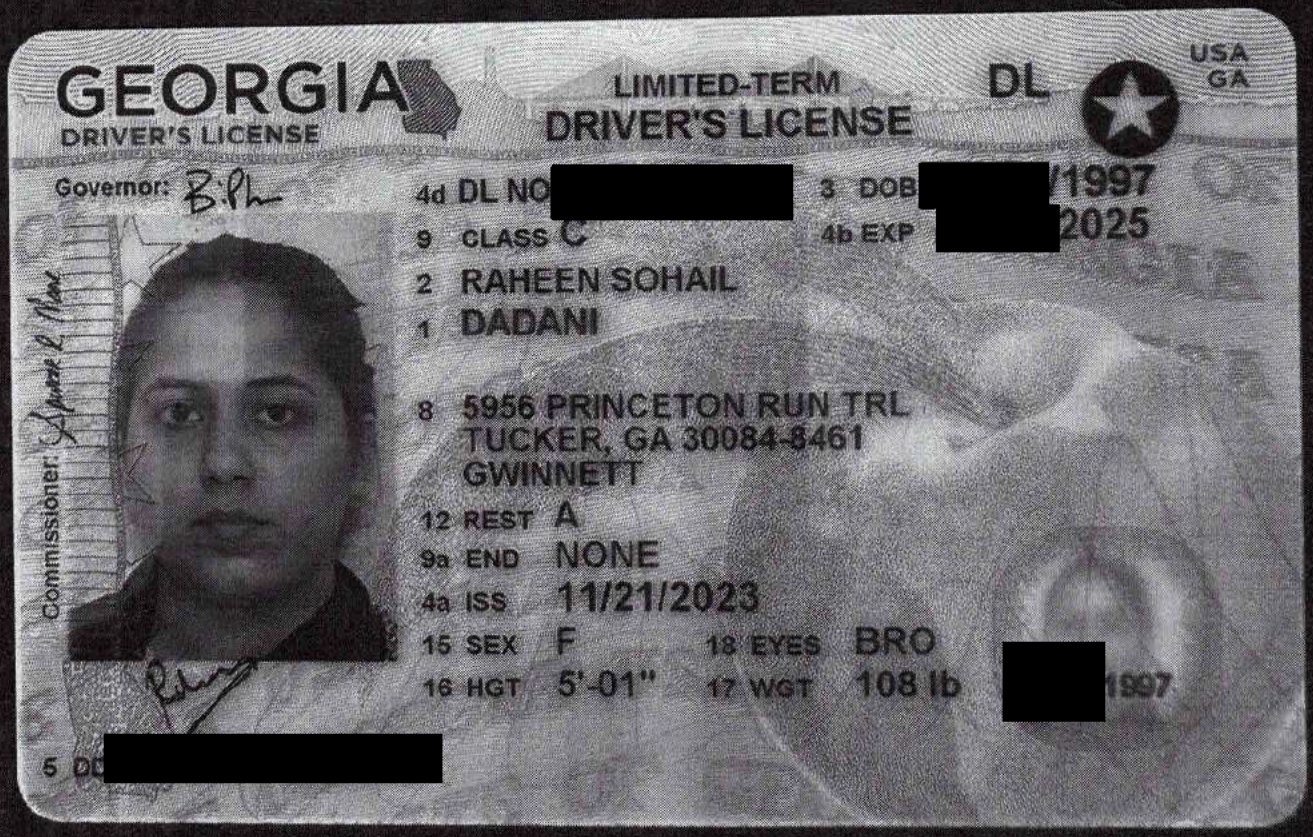
Raheen Dadani

has successfully completed training in our RASS Workshop thus entitling them to all the rights and privileges appertaining thereto .

In witness thereof the undersigned have affixed their names this 17th day of April, 2025

Seal

President


GEORGIA
DRIVER'S LICENSE
LIMITED-TERM
DRIVER'S LICENSE
DL
USA
GA
Governor:
Commissioner:
4d DL NO [redacted]
3 DOB [redacted]/1997
9 CLASS C
4b EXP [redacted]2025
2 RAHEEN SOHAIL
1 DADANI
8 5956 PRINCETON RUN TRL
TUCKER, GA 30084-8461
GWINNETT
12 REST A
9a END NONE
4a ISS 11/21/2023
15 SEX F
18 EYES BRO
16 HGT 5'-01"
17 WGT 108 lb
[redacted]1997
5 DD [redacted]

[redacted]

[redacted]

01/02/2019

www.dds.georgia.gov

MEDICAL INFORMATION: NONE

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

[redacted] 1997

UNITED STATES OF AMERICA
PERMANENT RESIDENT
Surname
DADANI
Given Name
RAHEEN S
Country of Birth
India
USCIS#
[redacted]
Category
CR6
Sex
F
[redacted]1997
Card Expires
06/22/25
Resident Since
06/22/23

FORM I-551
73590183
USA
if found, drop in any US Mailbox. USPS: Mail to 7 Product Way, Lees Summit, MO 64081

Control Number : 24206199

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

RK Gas And Food Inc
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **11/06/2024** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **11/08/2024**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 11/6/2024 3:39:58 PM

BUSINESS INFORMATION

CONTROL NUMBER	24206199
BUSINESS NAME	RK Gas And Food Inc
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	11/06/2024
SHARES	100

PRINCIPAL OFFICE ADDRESS

ADDRESS	1880 Old 41 HWY NW, Kennesaw, GA, 30152, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Raheen Dadani	5956 Princeton Run TRL, Tucker, GA, 30084, USA	Gwinnett

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Raheen Dadani	INCORPORATOR	5956 Princeton Run TRL, Tucker, GA, 30084, USA

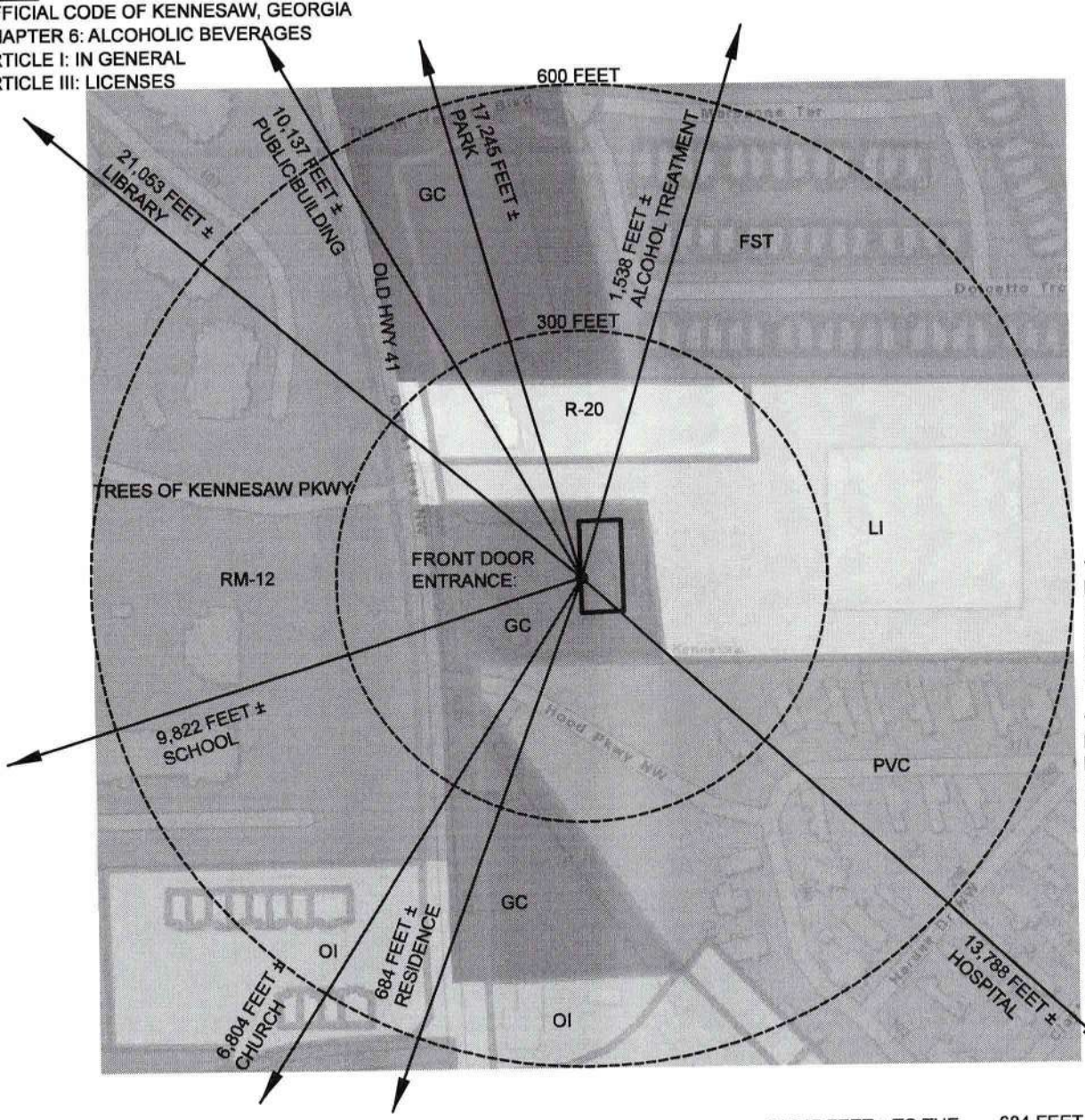
OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Raheen Dadani
AUTHORIZER TITLE	Incorporator

NOTES
OFFICIAL CODE OF KENNESAW, GEORGIA
CHAPTER 6: ALCOHOLIC BEVERAGES
ARTICLE I: IN GENERAL
ARTICLE III: LICENSES



NORTH

13,788 FEET ± TO THE NEAREST HOSPITAL:
SIGNATURE HEALTHCARE
811 KENNESAW AVE
MARIETTA, GA 30060

10,137 FEET ± TO THE NEAREST PUBLIC BUILDING:
KENNESAW CITY HALL
2529 J O STEPHENSON AVE
KENNESAW GA 30144

9,822 FEET ± TO THE NEAREST SCHOOL:
HAYES ELEMENTARY
1501 KENNESAW DUE WEST RD
KENNESAW, GA 30152

6,804 FEET ± TO THE NEAREST CHURCH:
RIVERSTONE CHURCH
2005 STILESBORO
KENNESAW, GA 30152

1,538 FEET ± TO NEAREST ALCOHOL TREATMENT CENTER:
NORTH GA RECOVERY CENTER
1690 ROBERTS BLVD
SUITE 103
KENNESAW, GA 30144

21,053 FEET ± TO THE NEAREST PUBLIC LIBRARY:
NORTH COBB REGIONAL
3535 OLD HWY 41
KENNESAW, GA 30144

17,245 FEET ± TO THE NEAREST PUBLIC PARK:
2253 BAYSWATER
KENNESAW, GA 30144

684 FEET ± TO THE NEAREST RESIDENCE:
1751 TAYTON CIR
KENNESAW, GA 30152

PROPERTY ADDRESS:
1880 OLD HWY 41 NW
KENNESAW, GEORGIA 30152

ALCOHOL LICENSE SURVEY FOR:
RK GAS AND FOOD

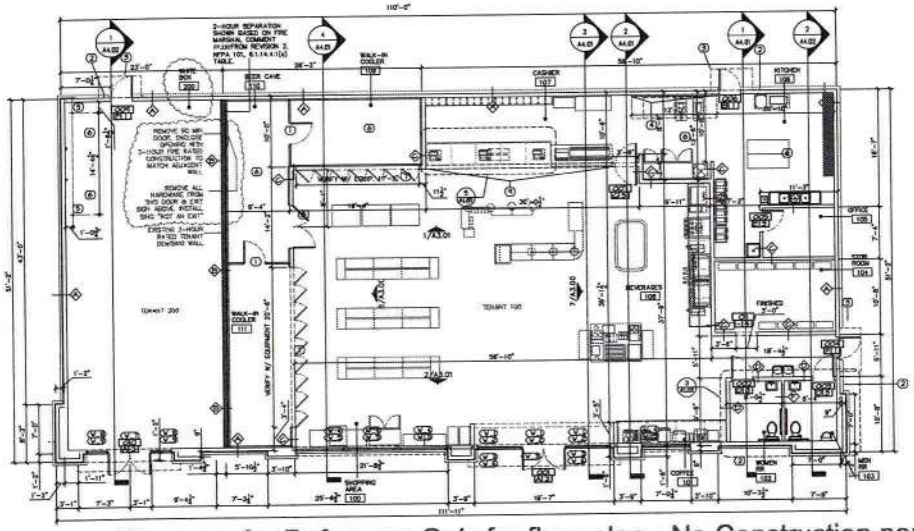
LAND LOT 207
20TH DISTRICT, 2ND SECTION
COBB COUNTY, GEORGIA

HARBUCK LAND SURVEYORS, INC

LAND SURVEYOR FIRM NO: 959
WILLIAM G. HARBUCK
GEORGIA REGISTERED LAND SURVEYOR NO. 3006
53C JEFFERSON STREET
NEWNAN, GA 30263
770-253-5585
HARBUCKLANDSURVEYORS@GMAIL.COM
SCALE: 1" = 200'
11.22.2024
FIELD WORK: 11.22.2024

0 200 400 600
GRAPHIC SCALE IN FEET

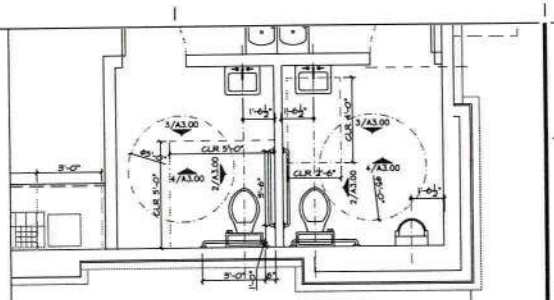
GEORGIA REGISTERED No. 3006 LAND SURVEYOR WILLIAM G. HARBUCK



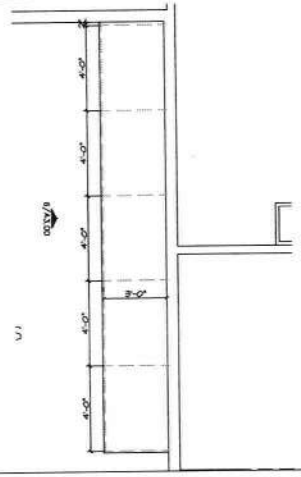
Plans are for Reference Only for floor plan - No Construction per Scope

SCALE: 1/8"=1'-0"

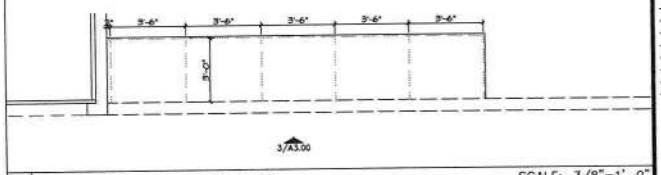
1 PARTITION PLAN



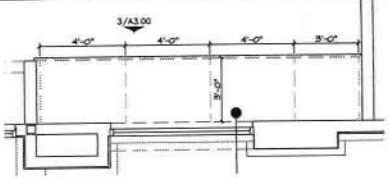
3 ENLARGED RESTROOM PLAN SCALE: 3/8"=1'-0"



4 ENLARGED BEVERAGE STATION PLAN SCALE: 3/8"=1'-0"



5 ENLARGED CASHIER STATION PLAN SCALE: 3/8"=1'-0"



6 ENLARGED COFFEE STATION PLAN SCALE: 3/8"=1'-0"

COBB COUNTY FIRE MARSHAL'S OFFICE REVIEWED

03/17/2025

BY ORDER OF THE FIRE MARSHAL
THIS SET OF PLANS IS REQUIRED TO BE ON THE JOB SITE

FRAMING GENERAL NOTES:

1. CONTRACTOR TO NOTIFY DESIGNER OF ANY DISCREPANCIES BETWEEN DRAWINGS AND ACTUAL FIELD DIMENSIONS PRIOR TO CONSTRUCTION.
2. WALLS ARE LAID OUT AT 90 DEGREE ANGLES U.N.O.
3. ALL WALLS HEIGHT AS SPECIFIED IN PARTITION LEGEND.
4. NOMINAL FACE OF DOOR FRAMES TO BEGIN 4" FROM WALL U.N.O.
5. PROVIDE WOOD BLOCKING IN ALL WALLS DESIGNATED TO RECEIVE WALL SUPPORTED MILLWORK OR SHELVING.
6. NON APPLICABLE: PATCH AND REPAIR EXISTING WALLS AS REQUIRED TO PREPARE WALLS FOR NEW FINISHES.
7. DIMENSIONS ARE IN INCHES AND FEET UNLESS OTHERWISE INDICATED.
8. DO NOT SCALE DRAWINGS, USE DIMENSIONS ONLY.
9. DIMENSIONS ON PLANS ARE TO FACE OF WALL STUDS/ CONCRETE, (MU) OR TO THE CENTER OF STRUCTURAL GRIDS, UNLESS OTHERWISE NOTED.
12. ALL INTERIOR PARTITIONS ARE DIMENSIONED TO FACE OF STUD, UNLESS OTHERWISE NOTED.
13. SEAL ALL PENETRATIONS THROUGH FULL HEIGHT PARTITIONS, FIRE STOP ALL PENETRATIONS THROUGH FIRE RATED PARTITIONS.
14. PROVIDE FIRE DAMPERS AS REQUIRED FOR ALL PENETRATIONS THROUGH FIRE RATED WALLS AND CEILING WHERE APPLICABLE.
18. ALL DOOR & WINDOW DIMENSIONS ARE SHOWN AS NOMINAL. VERIFY WITH WINDOW/ DOOR SUPPLIER EXACT OPENING DIMENSIONS FOR ALL RUFF OPENINGS.
23. FOAM PLASTIC AND FOAM PLASTIC CORES OF MANUFACTURED ASSEMBLIES SHALL HAVE A FLAME SPREAD INDEX OF NOT MORE THAN 75 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 450 AND THAT FOAM PLASTIC SHALL BE SEPARATED FROM THE INTERIOR OF A BUILDING BY AN APPROVED THERMAL BARRIER OF 1/2 GYPSUM WALLBOARD OR A MATERIAL THAT IS TESTED IN ACCORDANCE WITH NFPA 275.
24. REFERENCE PARTITION SCHEDULE FOR WALL TYPES AND DETAILS.
25. NEW CONSTRUCTION TO CONFORM TO ALL APPLICABLE CODES IN GA, INCLUDING 2010 ADA CODE.
26. ALL PARTITIONS TO BE PARALLEL OR PERPENDICULAR TO EXTERIOR PERIMETER OF WALL, U.N.O.
27. ALL DOORS AND FRAMES ARE TO BE 3" FROM ADJACENT PARTITION, U.N.O.
28. ALL DOORS AND WINDOWS SHOULD MEET THE STC RATING OF THE WALLS IN WHICH THEY ARE LOCATED.
29. PROVIDE WOOD BLOCKING IN ALL PARTITIONS RECEIVING MILLWORK.
30. PROVIDE HORIZONTAL WOOD BLOCKING IN WALLS AT SHOWER SEAT AND GRAB BARS LOCATIONS AS REQUIRED.
31. ALL EXTERIOR DOORS AND WINDOWS TO HAVE LOW "E" GLASS. ALL GLASS TO BE TEMPERED.
32. UNLESS OTHERWISE NOTED:: PROVIDE R-19 INSULATION IN ALL EXTERIOR WALLS. FLAME SPREAD INDEX 25 OR LESS & SMOKE DEVELOPED INDEX 450 OR LESS FOR EXPOSED CONDITIONS ASTM E 84. REF. CONCHECK FOR ORE INFORMATION.
33. PROVIDE R-38 INSULATION IN THE ATTIC. FLAME SPREAD INDEX 25 OR LESS & SMOKE DEVELOPED INDEX 450 OR LESS FOR EXPOSED CONDITIONS ASTM E 84. REF. CONCHECK FOR ORE INFORMATION.
34. PROVIDE CONTROL AND EXPANSION JOINTS IN MASONRY WALLS. REF. EXTERIOR ELEVATIONS FOR LOCATIONS.
35. PROVIDE FIRE BLOCKING IN COMBUSTIBLE CONCEALED LOCATIONS TO SEAL OFF BOTH HORIZONTAL & VERTICAL DRAFT OPENINGS AND FORM AN AFFECTIVE BARRIER BETWEEN FLOORS AND BETWEEN FLOOR AND ROOF OR ATTIC SPACE. PROVIDE FIRE BLOCKING IN CONCEALED STUD WALL AND PARTITION SPACES (INCLUDING FURRED AREAS) AT THE CEILING AND FLOOR LEVELS AND AT VERTICAL AND HORIZONTAL SPACES SUCH AS FLOOR/ WALL AND CEILING/ WALL INTERFACE , AT OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, AND FIREPLACES AT CEILING AND FLOOR LEVELS, AND AT CONCEALED SPACES OF EXTERIOR WALL FINISH AND OTHER EXTERIOR ARCHITECTURAL ELEMENTS.
36. U-FACTOR FOR FRAMING MATERIAL: 0.65; ALL EXTERIOR WINDOW & DOOR FENESTRATION TO HAVE SHGC: 0.40 (PF EXTERIOR DOOR= 0.178, PF EXTERIOR WINDOW: .02)
37. ALL CABINETS TO HAVE SELF-CLOSING HINGES. REF. FINISH PLAN FOR DECORATIVE CABINETS HARDWARE.
38. ALL PUBLIC RESTROOMS TO HAVE SOUNDS BATTS IN WALLS ON ALL SIDES ADJOINING COMMON AREAS

PARTITION PLAN SYMBOLS

SYMB	DESCRIPTION
1	EXTERIOR, NON-RATED, 2X6 WOOD STUDS @16" O.C. WALL WITH EXTERIOR 1/2" SHEATHING ON EXTERIOR SIDE AND 1/2" SHEETROCK TO UNDER SIDE OF UPPER ROOF CHORD ON ARCHITECT PROVIDE R-13 BATT OR FOAM INSULATION AS REQUIRED BY CODE. REF. EXTERIOR ELEVATIONS FOR EXTERIOR FINISHING MATERIAL
2	INTERIOR, 2-HOUR FIRE RATED WALL, 2X6 WOOD STUDS @16" O.C. TO BOTTOM CHORD OF ROOF TRUSS, WITH TWO LAYERS OF 5/8" TYPE "X" GYP. BD ON BOTH SIDES FULL HEIGHT OF THE WALL, AND FIRE CAULKING TOP AND BOTTOM. PROVIDE 3" SOUND BATTS REF. 1/A0.02
3	INTERIOR, NON-RATED, 2X6 WOOD STUDS @16" O.C. TO BOTTOM CHORD OF ROOF TRUSS, WITH 1/2" GYP. BD ON BOTH SIDES FULL HEIGHT OF THE WALL. REF. 1/A7.02
4	INTERIOR, NON-RATED, 2X6 WOOD STUDS @16" O.C. TO BOTTOM CHORD OF ROOF TRUSS, WITH 1/2" GYP. BD ON BOTH SIDES FULL HEIGHT OF THE WALL AND 3" SOUND BATTS. REF. 2/A7.02
5	INTERIOR, NON-RATED, 2X4 WOOD STUDS @16" O.C. TO BOTTOM CHORD OF ROOF TRUSS, WITH 1/2" GYP. BD ON BOTH SIDES TO 6" ABOVE DROPPED CEILING. REF. 3/A7.02
6	INTERIOR, NON-RATED, 2X4 WOOD STUDS @16" O.C. TO BOTTOM CHORD OF ROOF TRUSS, WITH 1/2" GYP. BD ON BOTH SIDES TO 6" ABOVE DROPPED CEILING. PROVIDE NON 3" SOUND INSULATION BATTS THE FULL HEIGHT OF THE WALL. REF. 4/A7.02

FLOOR PLAN KEY NOTES:

1. THIS DOOR AND WALLS ON EITHER SIDE TO BE PART OF WALKING COOLER SYSTEM, BY OTHERS.
2. PROVISE HOSE BIB CONNECTION AT THIS LOCATION
3. 5'0"W x 36'8"H METAL CANOPY. COLOR TO MATCH E_PT-3. VERIFY W/ OWNER ANY ADDITIONAL DETAILS
4. FUR OUT WOOD STUD WALL WITH 2" METAL STUDS AT METAL HOOD LOCATION ONLY, UP TO BOTTOM CHORD OF ROOF TRUSSES.
5. PROVISE FUTURE TOILET SEWER CONNECTION AT THIS LOCATION
6. PROVIDE FLOOR DRAIN AT THIS LOCATION. REF. PLUMBING DRAWING FOR MORE INFORMATION
7. DC TO PROVISE DRIPPING FOR BEVERAGE COOLER DOORS. VERIFY EXACT WIDTH AND HEIGHT WITH OWNER. PROVIDE BEAM ABOVE PER STRUCTURAL DRAWINGS.
8. DOUBLE (2) 36"X90" GLASS DOOR & HARDWARE BY BEVERAGE COOLER SUPPLIER. VERIFY REQUIREMENTS WITH OWNER
9. DROPPED HEADER 80"-0" A.F.F., REF. 5/A7.03 FOR MORE INFORMATION

DOOR HARDWARE

DOOR TYPE — HARDWARE TYPE

TYPE	DESCRIPTION
A	3 PAIR BUTT HINGES, 2 FLOOR STOP, 3 SILENCERS PROVIDE CLOSERS AND PANIC BAR ON INTERIOR SIDE. PROVIDE DOOR PULL ON EXTERIOR SIDE. VERIFY SPECS FOR ALL PARTS WITH THE OWNER
B	1.5 PAIR BUTT HINGES, 1 FLOOR STOP, 3 SILENCERS, ENTRY LOCK SET, CLOSER (BRONZE FINISH), CLOSER
C	DOUBLE ACTING PIVOT HARDWARE: STANLEY DIAP-3-HD3MD RESCUE DOUBLE ACTING PIVOT, HEAVY DUTY, DOORS 1-3/8" TO 1-3/4" THICK, PROVIDE SATIN CHROME FINISH PUSH- PULL HANDLE SET
D	3 PAIR BUTT HINGES, 1 FLOOR STOP, 3 SILENCERS, PRIVACY FUNCTION LEVER SET
E	1.5 PAIR BUTT HINGES, 1 FLOOR STOP, 3 SILENCERS, OFFICE FUNCTION LEVER SET
F	1.5 PAIR BUTT HINGES, 1 FLOOR STOP, 3 SILENCERS, ENTRY LOCK SET, CLOSER (BRONZE FINISH), CLOSER, PANIC BAR
H	NOTE: ALL HARDWARE TO BE RATED FOR MIN. 40 MINUTES-1.5 PAIR BUTT HINGES, 1 FLOOR STOP, 3 SILENCERS, STORAGE FUNCTION LEVER SET, DOOR CLOSER

HARDWARE GENERAL NOTES:
- DOOR HARDWARE REQUIREMENTS TO BE VERIFIED WITH OWNER
- ALL HARDWARE TO BE: LEVER TYPE, SCHLAGE COMMERCIAL ADA COMPLIANT OR EQ. BRONZE COLOR
- ALL HINGES TO BE: BOLT BEARING HINGES COLOR: BRONZE
- ALL FRAMES UNO TO BE 2" HOLLOW METAL KNOCKDOWN TYPE

DOOR TYPES

TYPE	DESCRIPTION
1	EXTERIOR 3'-6"X7'-0" SINGLE, METAL DOOR, FLAT PANEL, PAINTED EPT-2, IN 2" METAL HOLLOW FRAME
2	EXTERIOR 3'-0"x8'-0" DOUBLE STOREFRONT DOOR WITH 5'-4" H. TRANSOM ABOVE BY STOREFRONT MANUFACTURER. REF. ELEVATIONS FOR MORE INFORMATION
3	INTERIOR 3'-0"X7'-0" SINGLE, SOLID CORE HOOD DOOR, FLAT PANEL, STAIN GRADE, IN 2" METAL HOLLOW FRAME
4	2" METAL HOLLOW FRAME CASED OPENING. NO DOOR. HEIGHT TO MATCH DOORS. REF. PLAN FOR HIGTH
5	INTERIOR 3'-0"X7'-0" SINGLE, HALF GLASS HOOD DOOR, STAIN GRADE, IN 2" METAL HOLLOW FRAME
6	INTERIOR 40 MIN. RATED 3'-0"X7'-0" SINGLE, SOLID CORE HOOD DOOR, FLAT PANEL, PAINT GRADE, IN 2" METAL HOLLOW FRAME

WINDOW TYPES

TYPE	DESCRIPTION
1	6'-0"H X 3'-10"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
2	6'-0"H X 4'-11"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
3	6'-0"H X 5'-4"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
4	6'-6"H X 5'-4"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
5	6'-6"H X 4'-10"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
6	6'-0"H X 7'-10"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
7	6'-0"H X 4'-4"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
8	3'-0"H X 4'-4"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.
9	3'-0"H X 7'-10"H (GLASS ONLY) EXTERIOR THERMALLY BROKEN STOREFRONT WINDOW WITH 2" WIDE FRAME. DARK BRONZE COLOR. MANUFACTURER TBD.

2 PARTITION PLAN LEGEND

DESIGN TODAY

PLAN NORTH

ISSUED FOR CONSTRUCTION

NEW CONVENIENCE STORE DESIGN "MARKET AT OLD 41"

TENANTS 100 & 200
1880 OLD 41 HWY NW.
KENNESAW,
GA 30152

6	03.05.25	REVISION #6
5	09.24.24	REVISION #5
4	05.30.23	REVISION #4
3	05.06.23	REVISION #3
2	02.06.23	REVISION #2
1	01.05.23	ISSUE FOR CONSTRUCTION
No.	Date	Description

REVISIONS

STATE OF GEORGIA
REGISTERED ARCHITECT

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DESIGN TODAY 2025

DRAWING TITLE:
PARTITION PLAN, ENLARGED PLANS

ISSUE DATE:

DRAWN BY: DT

SHEET NUMBER: A1.00

Print | Export To PDF

Fire Marshal's Office Field Inspection Report

1595 County Services Parkway
Marietta, Ga 30008-4021
www.cobbfmo.org

COBB COUNTY FIRE & EMERGENCY SERVICES

fmoinspections@cobbcounty.org
Phone:(770)528-8310
Fax:(770)528-8320

Occupant Name:	RK GAS AND FOOD INC	**Inspection Date:**	4/2/2025
Address:	1880 OLD 41 Highway Northwest KENNESAW, GA 30152	**InspectionType:**	FIRE--Life Safety FINAL Inspection
Suite:	100	**Inspected By:**	RICHARD ALBRIGHT 678-468-4301 rick.albright@cobbcounty.org
Occupant Sq. Footage:	4800		
Occupant Number:	2812607	**Contractor:**	RAHEEN DADANI
Job Number:	250203		
Permit Number:	250203-P01		
Job Description:	NT in the City of Kennesaw Plans approved, inspection required CO required Type of Review: No Construction required. Mercantile : OL 63		

At the time of this inspection, no discrepancies or violations have been found. However, this does not relieve the above-named occupant from the legal responsibility of adhering to all applicable codes and restrictions.

Inspector Comments: FIRE--Life Safety FINAL Inspection - RELEASE

+ All Life Safety FINAL Inspections are complete

Status: Approved

Company Representative:

Amin k
4/2/2025

Inspector:

Rick Albright
4/2/2025

I have made application with the City of Kennesaw at the business license office for a **Beer, Wine, and Sunday Sales Retail Package License** for: **RK GAS AND FOOD INC d/b/a FOOD MART located at 1880 Old 41 HWY NW Ste 100 Kennesaw, GA 30152**.

The Mayor and City Council will hear said request on June 2, 2025 at 6:30 p.m. at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

RAHEEN DADANI	RK GAS AND FOOD INC
Licensee	Name of Establishment

Item Report

TO: The Honorable Mayor and City Council

FROM: Mariyah Nall, Business License Manager

DATE: June 2, 2025

TITLE: **Alcohol License: SPC Kennesaw, Inc.**
Consideration for approval of a Retail Pouring Alcohol License for Liquor, Beer, Wine, and Sunday Sales for SPC Kennesaw, Inc. d/b/a SuBourbon Bar located at 2718 Summers St, Kennesaw, GA 30144. Applicants: Mindaugas Judvytis, Randy Welte, Joseph Hsiao, and Matthew Hsiao

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Summary:
The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. The current application and background check results are on file. A distance survey completed by a certified surveyor indicates the business is not within the designated distance of a property line or structure listed in Ordinance Sec. 6-42 and 6-43.

Recommendation:
Finance Director recommends approval.

Fiscal Impact:
100-0000-32-1900 Application Fee $350.00

Attachments:
1. SUBOURBON ALCOHOL APPLICATION Redacted (1)
2. 2025-05-16 SuBourbon Bar Display Ad

APPLICATION

Applying For (Check All That Apply):

- [X] Liquor
- [X] Beer
- [X] Wine
- [ ] Growler
- [X] Sunday Sales

License Type (Choose one):

- [ ] Manufacturer
- [ ] Wholesaler
- [ ] Retail Package
- [X] Retail Pouring

Type of Establishment (Choose one):

- [X] Restaurant
- [ ] Night Club
- [ ] Grocery Store
- [ ] Lounge
- [ ] Private Club
- [ ] Bottle House
- [ ] Convenience Store
- [ ] Indoor Entertainment Hall
- [ ] Hotel/Motel
- [ ] Package Store

Business Type (Choose one):

- [ ] Sole Proprietor
- [X] Corporation
- [ ] LLC
- [ ] Partnership
- [ ] LLP

Please fill out the below information:

1. Full name of business: SPC Kennesaw, Inc.
   Doing Business As (DBA): SuBourbon Bar
   Anticipated start date of business: 4/4/2025

2. Business location: 2718 Summers St, Kennesaw, GA 30144
   Email address: vicki@hrestaurantgroup.com
   Phone Number: 404-518-4039
   Mailing address: 1403 Oakridge View Dr., Mableton, GA 30126

3. Do you have a certified survey of the location of the property? Yes

Does the certified survey indicate that the business is within the designated distance of the following:

a.	Private residence	300 feet radius	[ ] Yes	[X] No
b.	School or college	600 feet radius	[ ] Yes	[X] No
c.	Church	600 feet radius	[ ] Yes	[X] No
d.	Public building	600 feet radius	[ ] Yes	[X] No
e.	Hospital	600 feet radius	[ ] Yes	[X] No
f.	Public park	600 feet radius	[ ] Yes	[X] No
g.	Day care center*	600 feet radius	[ ] Yes	[X] No
h.	Alcohol or drug treatment center	600 feet radius	[ ] Yes	[X] No

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

N/A

a.	School or college	300 feet radius	☐ Yes	☐ No
b.	Retail Liquor Package	1500 feet radius	☐ Yes	☐ No
c.	Church	300 feet radius	☐ Yes	☐ No
d.	Day care center	300 feet radius	☐ Yes	☐ No
e.	Alcohol or drug treatment center	300 feet radius	☐ Yes	☐ No

Package Sales Only (Beer or Wine):

N/A

a.	School or college	300 feet radius	☐ Yes	☐ No
b.	Alcohol or drug treatment center	300 feet radius	☐ Yes	☐ No

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

See Code Sections 6-1, 6-42 and 6-43 for distance measurement definition and limitations.

4. For Retail Pouring license, please indicate the following:

Number of pool tables:	1
Number of video game machines:	1
Size of dance floor:	16' x 12'
Amount of cover charge:	N/A
Will the location have a DJ, and if so, number of times per week:	DJ 2-3 times a week

5. How many square feet are the following:

a. Dining are:	950
b. Bar area:	185
c. % of total dining space that is a bar area:	16%

Is this location new construction or pre-existing? Pre-existing

How is the proposed location zoned? CBD

This section is to be completed and signed by the City of Kennesaw Zoning staff:

Zoning verified by City of Kennesaw Zoning Division staff member

If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.

If new establishment, parking verified by the Zoning Division staff member IN COMPLIANCE

<u>If Partnership or LLP:</u>

6. Partnership of LLP Name: _____

Partner/Member: _____ Social Security #: _____
Position: _____ Date of Birth: _____
Email Address: _____ % of Ownership: _____
Phone Number: _____

N/A

Home Address: _____ City: _____
_____ State: _____
ZIP: _____

Partner/Member: _____ Social Security #: _____
Position: _____ Date of Birth: _____
Email Address: _____ % of Ownership: _____
Phone Number: _____

N/A

Home Address: _____ City: _____
_____ State: _____
ZIP: _____

Attach additional sheets if needed

If Corporation or LLC:

7. Corporation or LLC Name: SPC Kennesaw, Inc.

President/Member: Mindaugas Judvytis
Email Address: [redacted]
Phone Number: [redacted]
Social Security #: [redacted]
Date of Birth: [redacted]1988
% of Ownership: 25%

Home Address: 2971 N Main St NW
City: Kennesaw
State: GA
ZIP: 30144

VP/Member: Randy Welte
Email Address: [redacted]
Phone Number: [redacted]
Social Security #: [redacted]
Date of Birth: [redacted]/1965
% of Ownership: 25%

Home Address: 302 Chardonnay Way
City: Woodstock
State: GA
ZIP: 30188

Secretary/Member: Joseph Hsiao
Email Address: joseph@flyingbiscuitatl.com
Phone Number: [redacted]
Social Security #: [redacted]
Date of Birth: [redacted]/1982
% of Ownership: 25%

Home Address: 229 Old Ivy Rd NE
City: Atlanta
State: GA
ZIP: 30342

Treasurer/Member: Matthew Hsiao
Email Address: matthew@flyingbiscuitatl.com
Phone Number: [redacted]
Social Security #: [redacted]
Date of Birth: [redacted]/1985
% of Ownership: 25%

Home Address: 1403 Oakridge View Dr
City: Mableton
State: GA
ZIP: 30126

Attach additional sheets if needed

If the business listed in questions 6 or 7 *is owned by another firm or corporation,* provide the information requested in questions 8 and 9.

8. List corporate name, business name, and % of business owned by the corporation

Corporate Name	Business Name	% Owned
	N/A	

9. List name, position, social security number, address, and % owned for each board member of the corporation listed in question 8.

Name	Position	SSN	Home Address	% Owned
	N/A			

10. Is the licensee or any owner listed in questions 6 – 9 *currently holding an interest or ever been associated with any alcoholic beverage establishment?* If yes, list below.

Licensee/Owner Name	Business Name	Address
Mindaugas Judvytis	Pisano's Pizzeria & Italian Kitchen	2740 Summers St.
Joseph Hsiao	Pisano's Pizzeria & Italian Kitchen	2740 Summers St.
Matthew Hsiao	Pisano's Pizzeria & Italian Kitchen	2740 Summers St.

11. List full name and other required information of relatives of the licensee or owners *who have or have had any license or any financial or ownership interest in any alcoholic beverage business.*

Name/Relationship	Home Address	Business Name/Address
N/A	N/A	N/A

12. List the full name and address of the property owner on which the business is to be conducted.

Property Owner: Kennesaw Village, LLC

Address: P.O.BOX 52167, ATLANTA, GA 30355

13. State the total amount of capital funds to be invested in this business.

$ [redacted]

14. State the amount of personal funds invested by the following:

Licensee/Owner $ [redacted]

Other Owners $ [redacted]

15. If capital is borrowed, provide the following and attach a copy of the note (s) or evidence of indebtedness, with all attachments, to this application.

Name of Lender	Address	Amount	Date	Interest Rate
N/A	N/A	N/A	N/A	N/A

16. Name the person (s) that will be the manager of this business and provide the following information.

Name	Address	Compensation
Mindaugas Judvytis	2718 Summers St, Kennesaw, GA 30144	N/A

17. Provide the name and address of your CPA or accounting firm:

Name	Address
AREEN KAO, CPA.P.C.	2900 CHAMBLEE TUCKER RD, ATLANTA, GA 30341

18. Has the *business or any business associated with this business* been cited, charged, indicted, have a pending charge or been convicted at any time for any violation of Georgia Law, Federal Law or any rule or regulation of the State revenue commissioner or any rule, regulation or ordinance of the City of Kennesaw, Cobb County or other governmental unit? Yes O No ☒

If yes, give full details.

N/A

19. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse been:

Arrested	___ Yes	x No	Convicted	___ Yes	x No
Detained	___ Yes	x No	Indicted	___ Yes	x No
Pled Guilty	___ Yes	x No	Pled Nolo Contender	___ Yes	x No
On Probation	___ Yes	x No	Any Pending Criminal Charge	___ Yes	x No

If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest and disposition of charge (s). Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

20. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse ever had any interest in any business, ever been a licensee or ever been an officer in any business that was cited, had an employee of any business citied, detained, arrested, indicted or convicted for any offense by any federal, state, county or city government or has any business been warned or had any license placed on probation, denied, suspended or revoked by any federal, state, county or city government? Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

21. Indicate the type of alcohol awareness training and the number of hours of training that is required of owners and employees selling alcoholic beverages for the business. Also, indicate if training is required annually and the number of hours required.

ATTEND RASS WORKSHOP TRAINING; 8 HOURS OF MANDATORY TRAINING FOR ALL TEAM MEMBERS;
TRAINING WILL BE REQUIRED ANNUALLY AND WILL USE THE SAME MATERIALS FROM RASS WORKSHOP.

22. What types of materials (written materials, signs, badges, etc.) are provided with the training of the employees?

PROVIDE TRAINING AND EDUCATION TO EMPLOYEES USING ALCOHOLLIC BEVERAGE SALES POLICIES & PROCEDURES;
SIGNS & WRITTEN PROCEDURES ARE POSTED BY THE BAR AREA FOR EMPLOYEE TO REFER TO; EMPLOYEES MUST
READ, SIGN AND KEEP A COPY OF THE WRITTEN PROCEDURES PRIOR TO SERVING ANY ALCOHOLIC DRINKS ONSITE.

23. Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia.

Yes ☒ No ○

24. Are you aware that the sale of alcoholic beverages to an underage person (s) by you or your employees may result in the suspension or revocation of the alcoholic beverage license?

Yes ☒ No ○

25. What procedures do you have in place to ensure that alcoholic beverages are not sold to underage person (s) or any other violation of the City of Kennesaw Code of Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation as their usage.

EMPLOYEES MUST VERIFY THAT PATRON IS OF LEGAL AGE FROM ACCEPTABLE IDENTIFICATION (GOVERNMENT ISSED ID WITH PHOTO AND DATE OF BIRTH) BEFORE SERVING ALCOHOLIC DRINKS; AN ID CHECKING GUIDE WILL BE AT EACH COUNTER AND SERVING STATION AND USED TO VERIFY ANY FORM OF IDENTIFICATION EMPLOYEES ARE UNFAMILIAR WITH.

26. What technology, equipment and products have been or will be implemented in the location to ensure compliance with the City of Kennesaw, Cobb County and State Law? Examples include cash registers that require the date of birth to be entered, cameras, signs and calendars). Describe below:

POINT-OF-SALE SYSTEM THAT REQUIRES DATE OF BIRTH; SECURITY CAMERA INSTALLED FOR MONITORING AND RECORDING; SIGNS/REMINDERS PROVIDED ONSITE.

27. Estimated gross receipts from this location for the remaining calendar year: $ 400,000

28. List occupations for the past ten years. Include dates of employment and positions.

From/To Month/Year	Company	City	State	Position/Salary
06/2018 - Present	Pisano's Pizzerial & Italian Kitchen	Kennesaw	GA	Owner/Operator
11/2010 - 05/2018	Metlife	Atlanta	GA	Manager

29. List previous residences of the licensee for the past ten years.

From/To Month/Year	Address	City	State
07/2024 - Present	2971 N Main St	Kennesaw	GA
04/2014 - 07/2024	6607 Park Ave NE	Atlanta	GA

KENNESAW, GEORGIA
COBB COUNTY

I, Mindaugas Judvytis being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

Signature of Applicant

Signature of Spouse of Applicant

Sworn to and subscribed before me this 23 day of May, 2025

Notary Public

KEVIN CHECKWOOD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 25, 2026
COBB COUNTY, GEORGIA

Signature and title of person other than applicant filing out this application

Phone Number

Application received in Kennesaw City Hall by:

Application to be heard by Mayor & Council

Date & Time: 6/2/25 6:30pm

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

TO BE COMPLETE BY RETAIL POURING APPLICANTS ONLY

NAME OF ESTABLISHMENT: SuBourbon Bar
ADDRESS OF ESTABLISHMENT: 2718 Summers St, Kennesaw, GA 30144
LICENSEE'S NAME: Mindaugas Judvytis

FOOD SALES AND ALCOHOLIC BEVERAGE SALES: Financial reports must be attached to support the reported total or CPA certification must be completed attesting to the reported sales. This information must be provided from the financial records of the above establishment on a calendar year basis or such period during which the establishment has been open

PERIOD FOR WHICH INFORMATION IS PROVIDED: Apr 2025 - Mar 2026 (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period. [redacted] (70 %)
Gross Receipts from Alcoholic Beverage sales this period: [redacted] (30 %)
Total Food sales and Alcoholic Beverage sales this period: [redacted] (100 %)

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:
SALES REPORTS FROM THE POINT-OF-SALE SYSTEM.

I certify that I have a working knowledge of the books and records of the establishment whose name appears above, and that to the best of my knowledge the figures presented above represent accurate sale totals for the period specified.

AREEN KAO	AREEN KAO, CPA.P.C.	770-454-9555	
CPA NAME (PRINTED)	NAME OF CPA FIRM	PHONE	
x Areen Kao	2900 CHAMBLEE TUCKER RD. #2	ATLANTA/GA	30341
CPA SIGNATURE	BUSINESS ADDRESS	CITY/STATE	ZIP

SIGNATURE OF NOTARY PUBLIC — SWORN UNDER OATH THIS 22nd DAY OF May, 20 25

Chun Yuan Liang
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 11/01/2026

I hereby affirm and understand that [illegible] beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.

I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of the alcoholic beverage pouring license, including the Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit our records to verify same at its discretion.

Mindaugas Judvytis
Signature of Licensee/Owner

Sworn under oath this 23 day of May, 2025

Notary Public

KEVIN CHECKWOOD
MY COMMISSION EXPIRES
NOTARY PUBLIC
MAY 25, 2026
COBB COUNTY, GEORGIA

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Mindaugas Judvytis
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: 404-518-4039
   b. Cell: [redacted]
   c. Home: N/A

3. Home Address: 2971 N Main St NW, Kennesaw, GA 30144
4. Business Address: 2718 Summers St, Kennesaw, GA 30144

5. Please fill out the following:
   Age: 36 Sex: Male Height: 6' Color of Hair: BROWN
   Race: WHITE Weight: 170 lbs Color of Eyes: BROWN

6. Social Security #: [redacted]
7. Place of Birth: LITHUANIA Date of Birth: [redacted]/1988
   U.S. Citizen: YES ○ By Birth ◉ Naturalized
   If a naturalized citizen, provide certificate #: [redacted]
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: N/A
   and submit copy of I-551 card
   Derived Parents Certificate #'s: N/A
   Date & Port of Entry: N/A

8. How long have you resided in the State of Georgia? Since Sep. 2000
9. Number of years at this present address? 1

10. Are you (Choose one): ● Single ○ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: N/A
    Social Security #: N/A Spouse's Maiden Name: N/A
    Place of Birth: N/A Date of Birth: N/A
    Place of Marriage: N/A Date of Marriage: N/A

Name of spouse's employer: N/A

Address of employer: N/A

U.S. Citizen: N/A ○ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: N/A

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: N/A

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: N/A

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Aris Jordan Judvytis	2972 N Main St., Kennesaw, GA	1	Marietta, GA

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	GINTARAS JUDVYTIS	411 HERITAGE ROW, WOODSTOCK, GA 30188
	DAIVA JUDVYTIENE	411 HERITAGE ROW, WOODSTOCK, GA 30188
Siblings:	EGLE JUDVYTYTE	274 SLEEPY HOLLOW RD, POWDER SPRINGS, GA 30127
In-Laws:	LONDON OWENS	274 SLEEPY HOLLOW RD, POWDER SPRINGS, GA 30127

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

Yes - Pisano's Pizzeria & Italian Kitchen

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

No

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
08/2007		12/2011	GEORGIA STATE UNIVERSITY	GEORGIA STATE UNIVERSITY	Atlanta	GA	B.A.

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Mindaugas Judvytis
Social Security #: [redacted]
Residence Address: 2971 N Main St NW
City/State/Zip: Kennesaw/GA/30144
Residence Phone: [redacted]

Date of Birth: [redacted]1988
Name of Spouse: N/A
Business/Organization: SPC Kennesaw, Inc.
Business Phone: 404-518-4039
Partner/Officer in any other business? ◉ Yes ○ No

Assets		Liabilities	
Cash on hand in banks	[redacted]	Notes payable to banks - Secured	[redacted]
Accounts Receivable		Notes payable to banks - Unsecured	
Stocks & Bonds		Accounts Payable	
Real Estate		Unpaid Taxes	
Cash value of Life Insurance		Mortgage on Real Estate	
Automobiles		Other Debts (itemize)	
Deposit Accounts		Total Liabilities	
Credit w/ Financial Institutions		Net Worth	
Other Assets (Itemize)			
Total Assets	[redacted]	**Total Liabilities & Net Worth**	[redacted]

Source of Annual Income	Business Income	Salary	[redacted]
Bonus & Commissions	N/A	Dividends	N/A
Alimony, Child Support, or Separate Income			N/A
Itemize all loan sources & Interest			N/A
Other Income (Itemize)			[redacted]
Total Income			

Unsatisfied judgments or lawsuits pending? ○ Yes ◉ No
Are any income tax returns made by you for prior years being contested? ○ Yes ◉ No
If so, what do you estimate as the additional amount you may be required to pay? N/A
Are any assets pledged or joint names other than as described above? ○ Yes ◉ No
Have you ever been declared bankrupt? ○ Yes ◉ No
Do you have a will? ○ Yes ◉ No
Who is named as your executor?

Beneficiary: N/A
Executor: N/A

As of April **20** 25

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Matthew Hsiao
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: N/A
   b. Cell: [redacted]
   c. Home: N/A

3. Home Address: 1403 Oakridge View Dr., Mableton, GA 30126
4. Business Address: 2718 Summers St, Kennesaw, GA 30144

5. Please fill out the following:
   Age: 39 Sex: Male Height: 5'10" Color of Hair: BLACK
   Race: Asian Weight: 160 lbs Color of Eyes: BLACK

6. Social Security #: [redacted]
7. Place of Birth: Atlanta, GA Date of Birth: [redacted]/1985
   U.S. Citizen: Yes ◉ By Birth ○ Naturalized
   If a naturalized citizen, provide certificate #: N/A
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: N/A
   and submit copy of I-551 card
   Derived Parents Certificate #'s: N/A
   Date & Port of Entry: N/A

8. How long have you resided in the State of Georgia? 39 years
9. Number of years at this present address? 18

10. Are you (Choose one): ⊗ Single ○ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: N/A
    Social Security #: N/A Spouse's Maiden Name: N/A
    Place of Birth: N/A Date of Birth: N/A
    Place of Marriage: N/A Date of Marriage: N/A

Name of spouse's employer: N/A

Address of employer: N/A

U.S. Citizen: N/A ○ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: N/A

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: N/A

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: N/A

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Gabriel Hsiao	1403 Oakridge View Dr., Mableton, GA 30126	1	Atlanta, GA

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	Marisa Hsiao	1403 Oakridge View Dr., Mableton, GA 30126
Siblings:	Joseph Hsiao	229 Old Ivy Rd NE, Atlanta, GA 30342
In-Laws:	N/A	
	N/A	

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

Yes - Pisano's Pizzeria & Italian Kitchen

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

No

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
08/2003		05/2007	GEORGIA STATE UNIVERSITY	GEORGIA STATE UNIVERSITY	Atlanta	GA	B A.

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Randy Welte
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: N/A
   b. Cell: [redacted]
   c. Home: N/A

3. Home Address: 302 Chardonnay Way, Woodstock, GA 30188
4. Business Address: 2718 Summers St, Kennesaw, GA 30144

5. Please fill out the following:
   Age: 59 Sex: Male Height: 6'4" Color of Hair: Brown
   Race: White Weight: 220 lbs Color of Eyes: Blue

6. Social Security #: [redacted]
7. Place of Birth: Burlingame, CA Date of Birth: [redacted]/65
   U.S. Citizen: Yes ◉ By Birth ○ Naturalized
   If a naturalized citizen, provide certificate #: N/A
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: N/A
   and submit copy of I-551 card
   Derived Parents Certificate #'s: N/A
   Date & Port of Entry: N/A

8. How long have you resided in the State of Georgia? 18 Years
9. Number of years at this present address? 1

10. Are you (Choose one): ○ Single ◉ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: Karin Lynne Welte
    Social Security #: [redacted] Spouse's Maiden Name: Frizzell
    Place of Birth: Fulda, Germany Date of Birth: [redacted]/65
    Place of Marriage: Sacramento, CA Date of Marriage: 6/24/89

Name of spouse's employer: Engel & Volkers

Address of employer: 160 Shops Blvd, St Johns, FL 32259

U.S. Citizen: Yes ◉ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: N/A

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: N/A

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: N/A

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Jacob Ryan Welte	4501 Glen Pointe Way SE, Smyrna, GA	31	Monterey, CA
Benjamin James Welte	302 Chardonnay Way, Woodstock, GA	29	Monterey, CA
Kayla Marie Welte	2971 N Main St, Kennesaw, GA	27	Naperville, IL

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	Carl Welte	14 Plata Ct., Novato, CA
	Dee Welte	14 Plata Ct., Novato, CA
Siblings:	Daphne Etcheverry	20078 Goetting Ct, Saratoga, CA
	Heather Grech	366 Vallegia Dr, Las Vegas, NV
In-Laws:	Mike Frizzell	63001 E Flower Ridge, Tucson, AZ
	Ursula Frizzell	313 Walton Way, Roseville, CA

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

No

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

No

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
9/83		5/88	California State University Sacramento	6000 J Street	Sacramento	CA	B.S.
9/88		5/90	University of Oregon	1585 E 13th Ave	Eugene	OR	MBA

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): JOSEPH HSIAO
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: N/A
   b. Cell: [redacted]
   c. Home: N/A

3. Home Address: 229 Old Ivy Rd NE, Atlanta, GA 30342
4. Business Address: 2718 Summers St, Kennesaw, GA 30144

5. Please fill out the following:
   Age: 42 Sex: Male Height: 5'5" Color of Hair: BLACK
   Race: Asian Weight: 135 lbs Color of Eyes: BLACK

6. Social Security #: [redacted]
7. Place of Birth: ATLANTA, GA Date of Birth: [redacted]/1982
   U.S. Citizen: Yes ◉ By Birth ○ Naturalized
   If a naturalized citizen, provide certificate #: N/A
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: N/A
   and submit copy of I-551 card
   Derived Parents Certificate #'s: N/A
   Date & Port of Entry: N/A

8. How long have you resided in the State of Georgia? 42 years
9. Number of years at this present address? 1

10. Are you (Choose one): ○ Single ◉ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: Mengya Zhou
    Social Security #: [redacted] Spouse's Maiden Name: Zhou
    Place of Birth: China Date of Birth: [redacted]/1986
    Place of Marriage: Marietta, GA Date of Marriage: 02/13/2016

Name of spouse's employer: H Restaurant Group

Address of employer: 1403 Oakridge View Dr., Mableton, GA 30126

U.S. Citizen: Yes ○ By Birth ◉ Naturalized

If a naturalized citizen, provide certificate #: [redacted]

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: N/A

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: N/A

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Ethan Hsiao	229 Old Ivy Rd NE, Atlanta, GA 30342	6	Atlanta, GA
Evelyn Hsiao	229 Old Ivy Rd NE, Atlanta, GA 30342	2	Atlanta, GA

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	Marisa Hsiao	1403 Oakridge View Dr., Mableton, GA 30126
Siblings:	Matthew Hsiao	1403 Oakridge View Dr., Mableton, GA 30126
In-Laws:	Yong Zhou	China
	Sufang Meng	China

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

Yes - Pisano's Pizzeria & Italian Kitchen

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

No

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
05/2000		05/2007	GEORGIA STATE UNIVERSITY	GEORGIA STATE UNIVERSITY	ATLANTA	GA	B.A.

Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 02/04/2021

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

Mindaugas Judvytis	Mindaugas Judvytis	4/23/2025
Signature	Print Name	Date

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	Matthew Hsiao	4/23/2025
Signature	Print Name	Date

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	Joseph Hsiao	4/23/2025
Signature	Print Name	Date

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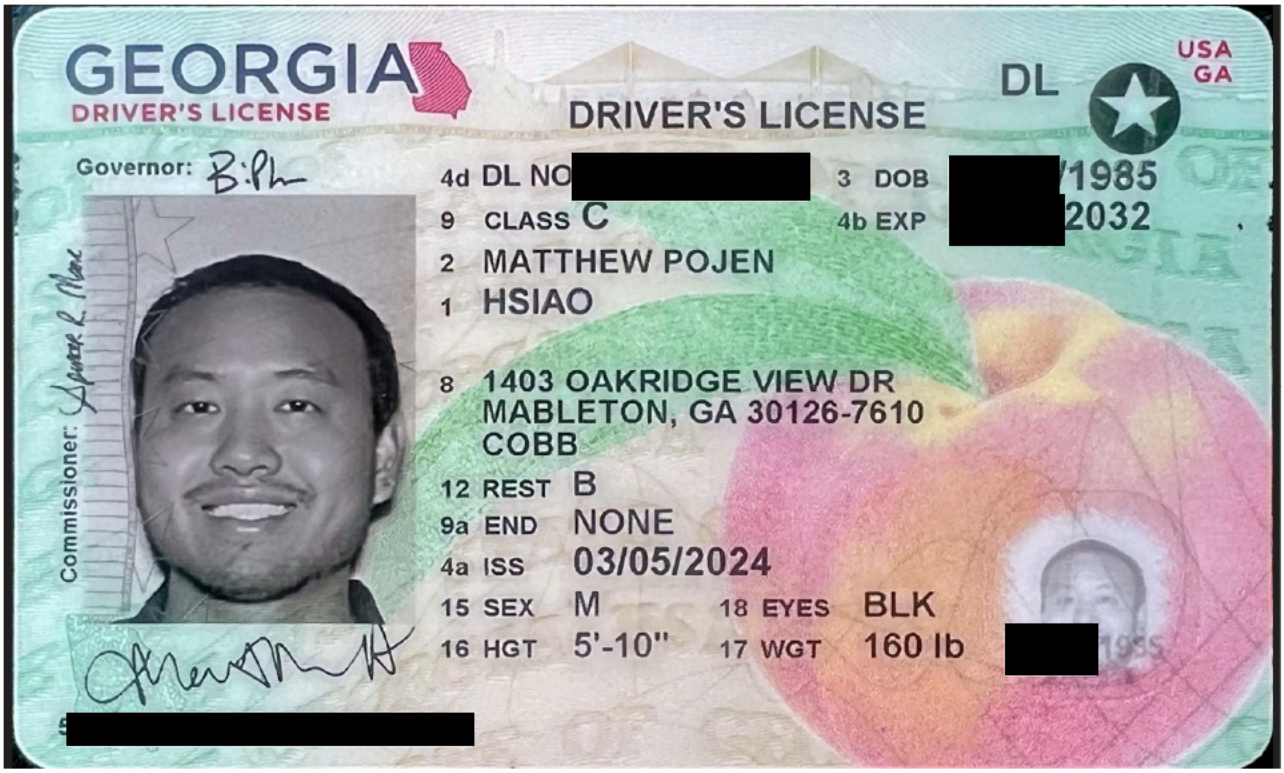
	Mengya Zhou	4/23/2025
Signature	Print Name	Date


GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA
GA
Governor:
Commissioner:
4d DL NO [redacted]
3 DOB [redacted]/1985
9 CLASS C
4b EXP [redacted]2032
2 MATTHEW POJEN
1 HSIAO
8 1403 OAKRIDGE VIEW DR
MABLETON, GA 30126-7610
COBB
12 REST B
9a END NONE
4a ISS 03/05/2024
15 SEX M
18 EYES BLK
16 HGT 5'-10"
17 WGT 160 lb
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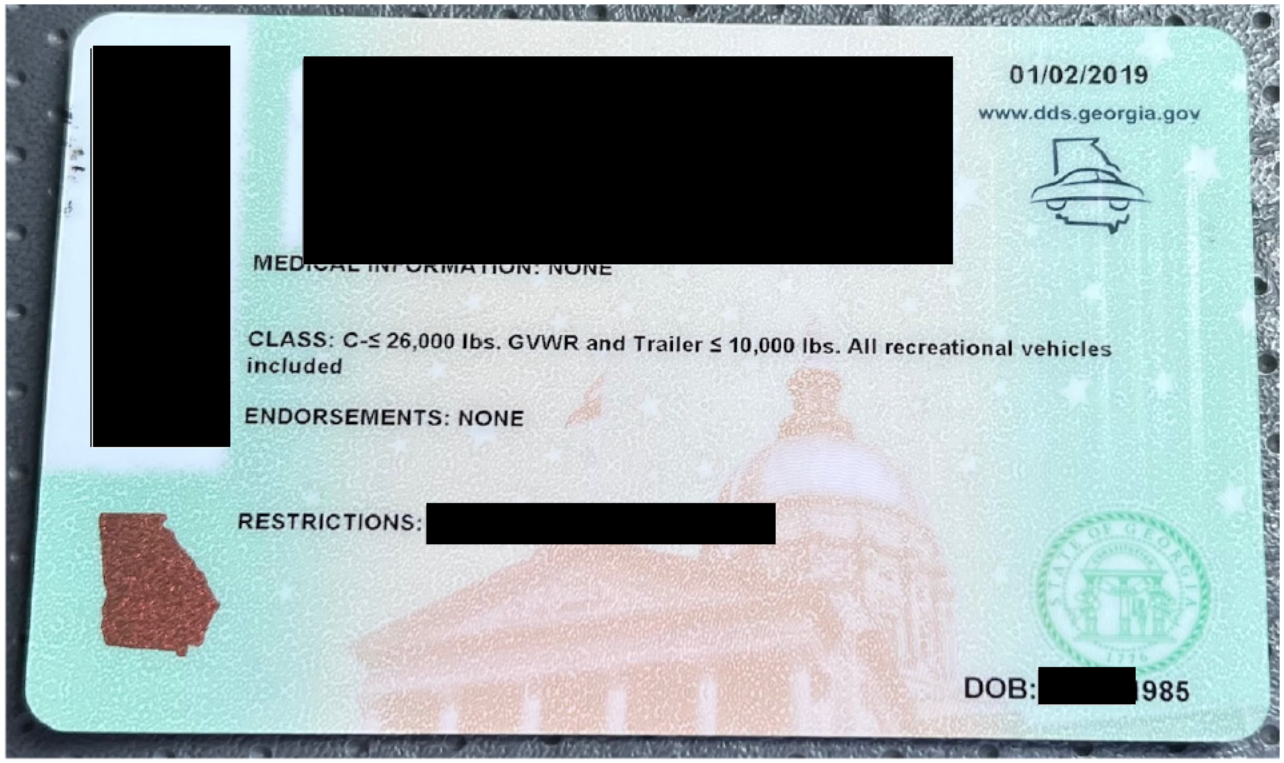
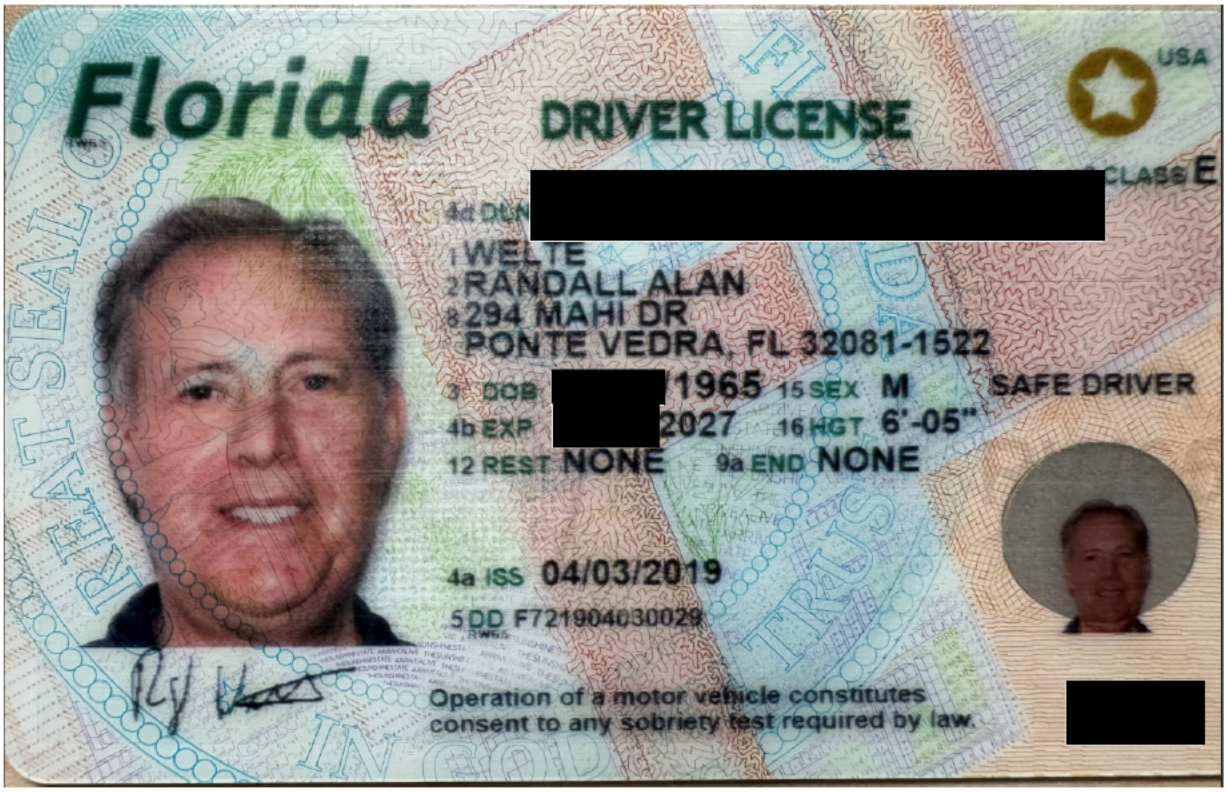
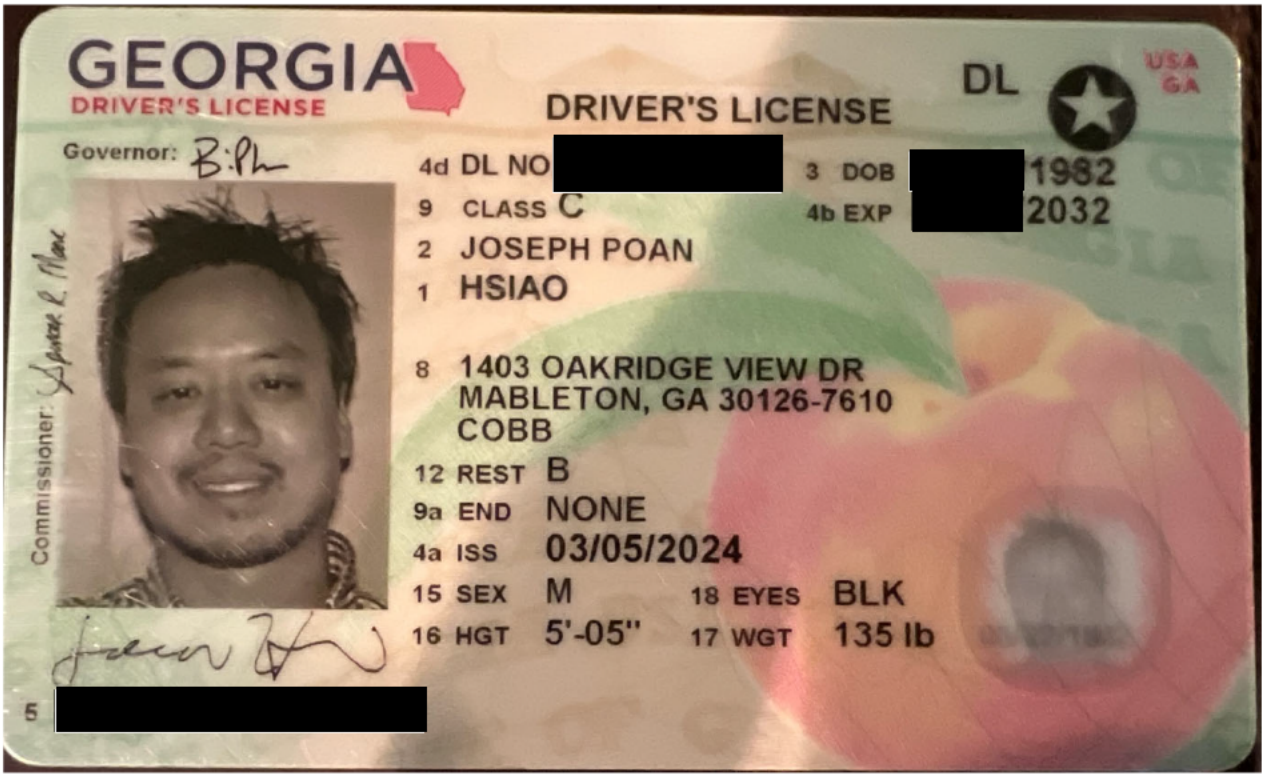

[redacted]
01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included
ENDORSEMENTS: NONE
RESTRICTIONS: [redacted]
DOB: [redacted]985


Florida
DRIVER LICENSE
USA
CLASS E
[redacted]
1 WELTE
2 RANDALL ALAN
8 294 MAHI DR
PONTE VEDRA, FL 32081-1522
3 DOB [redacted] 1965 15 SEX M
SAFE DRIVER
4b EXP [redacted] 2027 16 HGT 6'-05"
12 REST NONE 9a END NONE
4a ISS 04/03/2019
5 DD F721904030029
Operation of a motor vehicle constitutes consent to any sobriety test required by law.
[redacted]

21 [redacted]
REST: None
END: None
CLASS: E - Any non-commercial veh with a GVWR < 26.001 lbs. or any RV
The state of FL retains all property rights herein.
1965
[redacted]


GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
USA GA
Governor:
Commissioner:
4d DL NO [redacted]
3 DOB [redacted] 1982
9 CLASS C
4b EXP [redacted] 2032
2 JOSEPH POAN
1 HSIAO
8 1403 OAKRIDGE VIEW DR
MABLETON, GA 30126-7610
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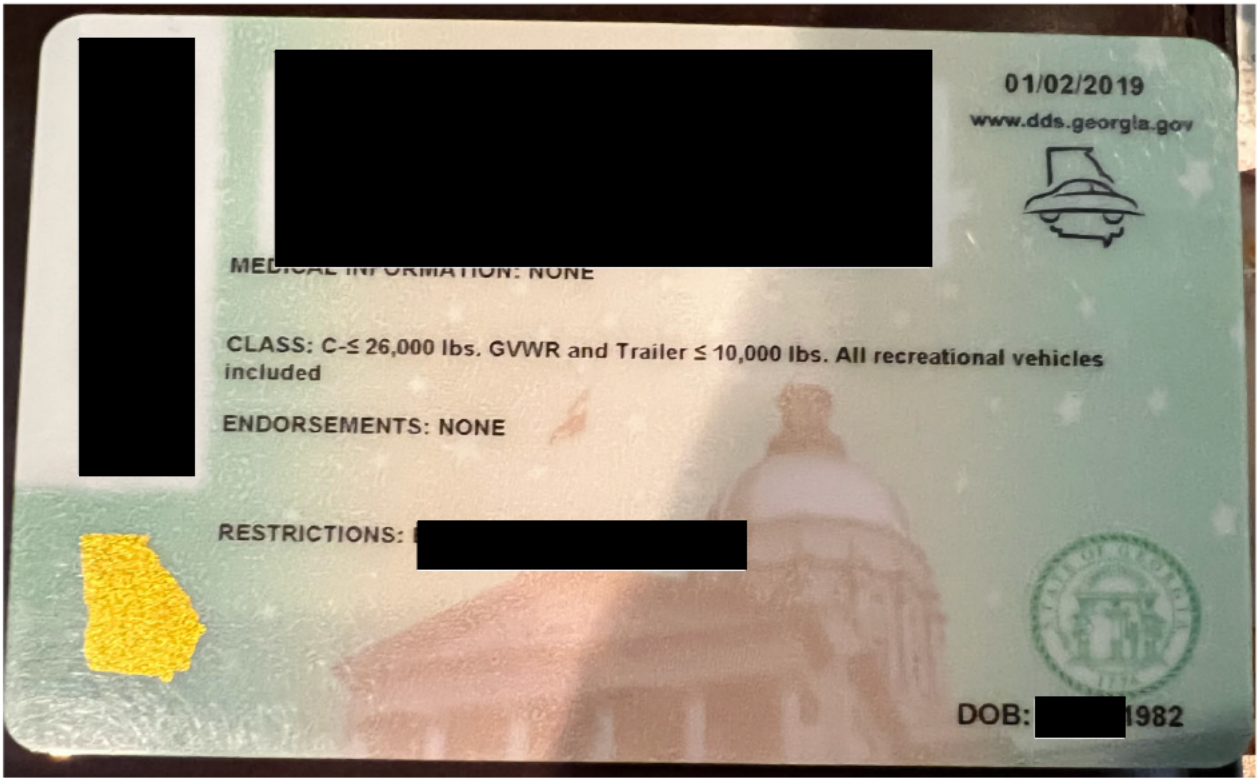
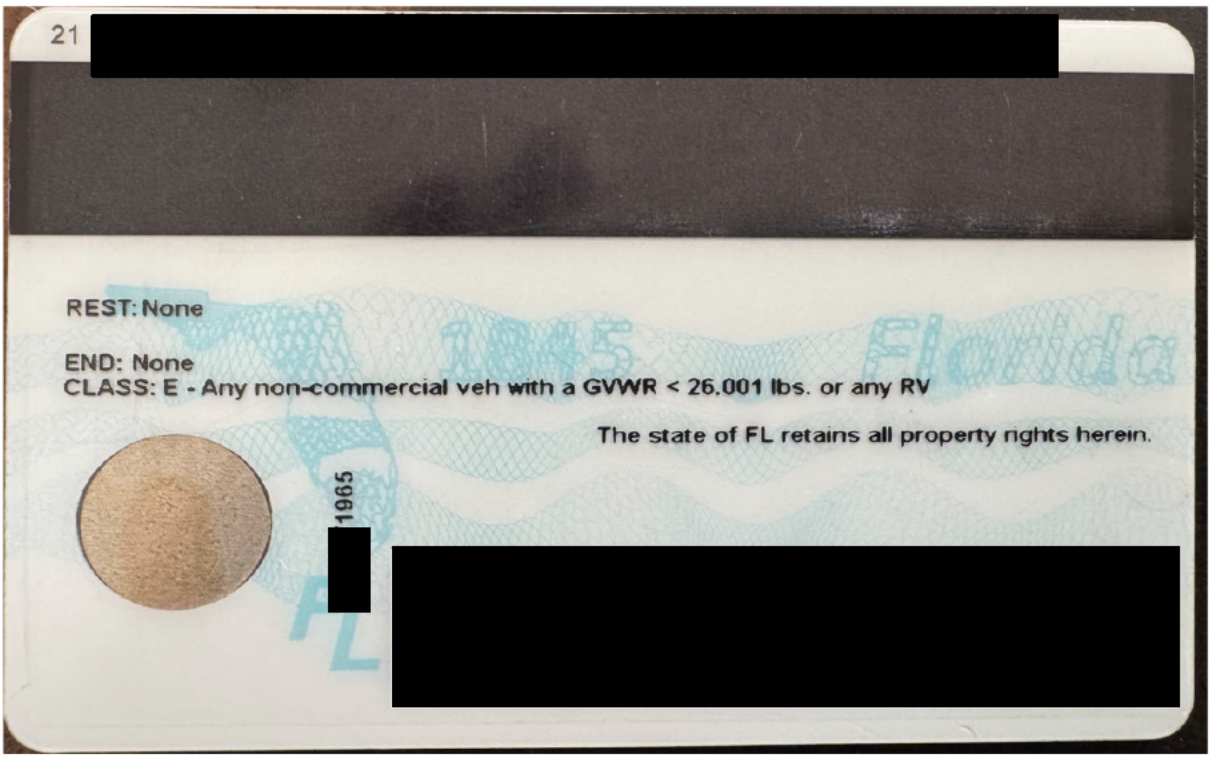
9a END NONE
4a ISS 03/05/2024
15 SEX M
18 EYES BLK
16 HGT 5'-05"
17 WGT 135 lb
5 [redacted]


[redacted]
01/02/2019
www.dds.georgia.gov
MEDICAL INFORMATION: NONE
CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included
ENDORSEMENTS: NONE
RESTRICTIONS: [redacted]
DOB: [redacted] 1982

Florida
DRIVER LICENSE
USA
CLASS E
4d DLN [redacted]
1 WELTZ
2 KARIN LYNN
8 294 MAHI DR
PONTE VEDRA, FL 32081-1522
3 DOB [redacted] 1965 15 SEX F
SAFE DRIVER
4b EXP [redacted] 2027 16 HGT 5'-06"
12 REST NONE 9a END NONE
4a ISS 04/22/2019
5 DD [redacted]
Operation of a motor vehicle constitutes consent to any sobriety test required by law.
[redacted]


21 [redacted]
REST: None
END: None
CLASS: E - Any non-commercial veh with a GVWR < 26,001 lbs. or any RV
The state of FL retains all property rights herein.
1965
[redacted]

[redacted]

[redacted]

[redacted]

THE UNITED STATES OF AMERICA

No. [redacted]

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: [redacted]

Sex: **MALE**

Height: **6** *feet* **0** *inches*

Marital status: **SINGLE**

Country of former nationality: **LITHUANIA**

Mindaugas Judvytis

ALTERATION OR MISUSE OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

USCIS Registration No. [redacted]

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

Mindaugas Judvytis
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: **ATLANTA, GEORGIA**

The Secretary having found that:

MINDAUGAS JUDVYTIS

residing at: **ATLANTA, GEORGIA**

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: **ATLANTA, GEORGIA** *on:* **JULY 21, 2017**

such person is admitted as a citizen of the United States of America.

James W. McCament

U. S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

BUREAU OF ENGRAVING AND PRINTING

Training Institute for Responsible Vendors, Inc.

certifies that

Mindaugas Judvytis

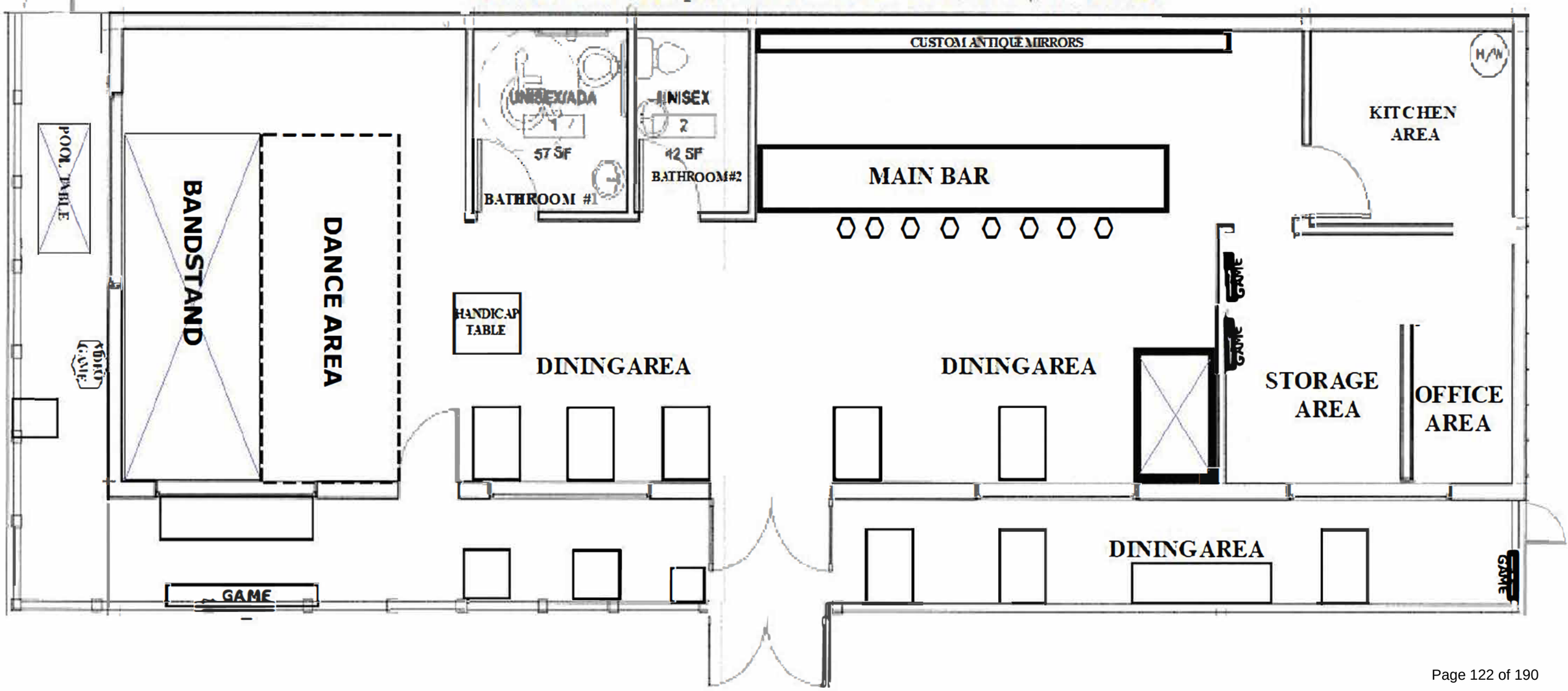
has successfully completed training in our RASS Workshop thus entitling them to all the rights and privileges appertaining thereto .

In witness thereof the undersigned have affixed their names this 17th day of April, 2025

Seal

President

SUBOURBON BAR



HANDCRAFTED BEVERAGES

Est. 2015

SuBourbon

OUR HANDCRAFTED SPECIALTY DRINKS $10

THE "SUBOURBON"-Dave's Own Version of The *Classic Old Fashioned*- Bulleit Rye, Flamed Orange, Angostura & Orange Bitters, & Domino Sugar, Cherry

SUBOURBON RUM PUNCH-Bacardi, Sugar Island Coconut Rum, Amaretto, Orange, Pineapple & Cranberry Juices

TRADITIONAL MOJITO-Dave's House Special! Fresh Lime, Mint, Bacardi, Bacardi Limon, & A Splash of Soda

PINEAPPLE MOJITO-Carribean's Finest Pineapple Rum, Mint, Lime Juice, Simple Syrup & Pineapple Juice

MS. GiGi'S SOUTHERN COCK LEMONADE- Chicken-Cock Bourbon, Pama Liqueur, Simple Syrup, Fresh Lemon, Lemonade

THE BASIC BITCH- Svedka Blue Raspberry Vodka, Curacao, Lemonade, Sprite

SUBOURBON PB&J- Skrewball Peanut Butter Whisky, Chambord, Cream

LALA's LOADED FUSION KITCHEN BLOODY MARY
The Classic Bloody Mary With A "Subourbon Twist" - Tito's, Bloody Mary Mix, Pickle, Olive, Lemon & Lime Juices, Bacon, Raw Oyster, Fried Chicken Finger, Fresh Jalapenos, Olive, Celery & A Dill Pickle

ASK YOUR SERVER ABOUT THIS MONTH'S "SPECIAL PADDLE SELECTIONS"
WE OFFER A DIFFERENT SAMPLING EACH MONTH FROM AROUND THE WORLD
4 SPECIAL SELECTIONS FOR $35

TRY ONE OF OUR WORLD FAMOUS

BOURBON, RYE OR TEQUILA SAMPLER PADDLES

PICK ANY FOUR 1oz POURS FOR $30

CHOOSE FROM

Our Paddles are Only Served In Flights of 4

BOURBONS
- Ballotin Peanut Butter Chocolate
- Jefferson
- KurveBall
- Old Smokey Peach
- Rattlesnake Rosie's Chocolate Peanut Butter
- Red Remedy
- Wolf Moon

TEQUILAS
- Cazadores Reposado
- Cuervo Gold
- Cuervo Tradicional
- Dulce Vida
- Dulce Vida Lime
- Hornitos Plata

PICK ANY FOUR 1oz POURS FOR $40

CHOOSE FROM

BOURBONS
- 1792
- Eagle Rare
- Elijah Craig
- Four Roses Small Batch
- Jameson Orange
- Larceny
- Makers Mark
- Skrewball
- Whistle Pig Piggyback

TEQUILAS
- 1800 Reposado Gold
- 1800 Silver
- Herradura
- Insolito
- Lunazul
- Patron Silver

There Must be More Than 1 Person to Order A Paddle

PICK ANY FOUR 1oz POURS FOR $50

CHOOSE FROM

BOURBONS
- Angels Envy
- Baker's
- Basil Hayden
- Blackened by Willet
- Four Roses Single Barrel
- Iron Smoke Casket
- Jefferson Ocean
- Jefferson Reserve

TEQUILAS
- 1800 Crystalino Extra Anejo
- Adictivo Reposado
- Casamigos Blanco
- Coramino Extra Anejo
- Cuervo De La Familia Reposado
- Don Julio
- Maestro Dobel

CANNED COCKTAILS

HAPPY DADS-CHERRY, LEMON-LIME, PINEAPPLE, WATERMELON-$5

LONGDRINK-CRANBERRY, GRAPEFRUIT-$6.75

WHITE CLAW BLACK CHERRY, MANGO-$5

CANTARITO-$6.75

DRY COUNTY COCKTAILS-$6.75

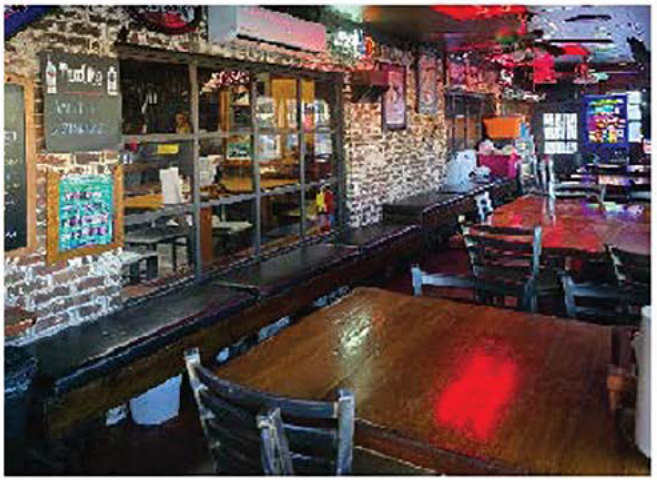
Cherry-Lemonade, Blueberry Lemonade, Mango Peach Lemonade

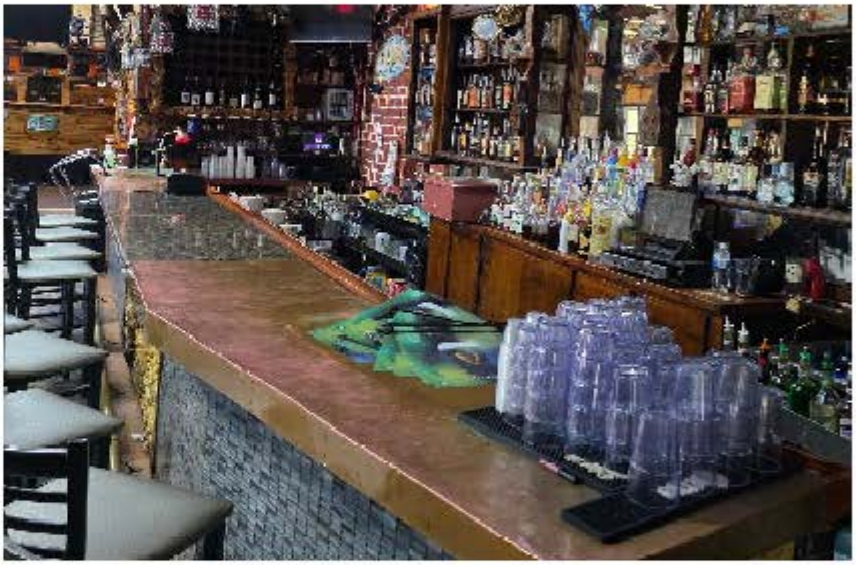
DRY COUNTY BREWING COMPANY

FLORES

FULL MENU

SUBOURBON ROCK & OYSTER BAR





GEORGIA DEPARTMENT OF PUBLIC HEALTH

BRENDA FITZGERALD, M.D., COMMISSIONER

FOOD SERVICE PERMIT

08/21/2015
(DATE ISSUED)

FSP-033-002074
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

UHP LLC

to maintain and operate Permanent food service establishment named
(TYPE OF OPERATION)

SuBourbon Bar
(NAME OF FOOD SERVICE ESTABLISHMENT)

Located at 2718 SUMMERS ST NW (STREET, HIGHWAY, OR RFD) KENNESAW (CITY OR TOWN) COBB (COUNTY) 30144 (ZIP CODE) GA

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked or expires.

John P. Kennedy, M.D.

Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW — NOT TRANSFERABLE — PROPERTY OF THE HEALTH AUTHORITY

BILL OF SALE

STATE OF GEORGIA
COUNTY OF COBB

In consideration of cash in the aggregate amount of [redacted] paid pursuant to that certain Asset Purchase Agreement dated of even date herein (the "APA"), between UHP PARTNERS LLC, a Georgia limited liability company ("Seller") and SPC Kennesaw, Inc., a Georgia corporation ("Purchaser"), Seller hereby grants, bargains, sells, transfers, and delivers unto Purchaser all of its rights, title, and interest in and to the following assets used in the operation of the Business to include the following: including, but not limited to: equipment, fixtures, goodwill, inventory, business telephone number, and all other assets specifically described on EXHIBIT A attached hereto and incorporated by reference herein (if any). All of the property of the Seller being transferred hereunder shall be known as the "Assets".

THE FOLLOWING ASSETS OF SELLER ARE EXCLUDED: any and all accounts receivable; cash; any liabilities of Seller specifically excluded; and all other assets of Seller not used in the operation of the Business, and all other assets of the Business specifically described on EXHIBIT B attached hereto and incorporated by reference herein.

Seller warrants that it is the owner of the Assets; that Seller has the corporate authority to execute this Bill of Sale and to transfer Assets as provided herein; that it has taken all corporate actions to authorize the execution and delivery of this Bill of Sale and the transfer of the Assets to Purchaser as provided herein; and that the Assets are being transferred to Purchaser, free and clear of any liens and encumbrances. The Assets are sold on an "AS IS" provided that they shall be in proper working condition subject to reasonable wear-and-tear.

The terms of the APA, including but not limited to the representations and warranties of Seller and the representations and warranties of Purchaser, together with such amendments as are from time to time agreed to by the parties are incorporated herein as if fully set forth. Words whose initial letters are capitalized are defined terms. Any defined term that is not defined in this Closing Statement shall have the same meaning that is ascribed to that term in the APA.

IN WITNESS WHEREOF, Seller and Purchaser have set their hands under seal as of this 4th day of April, 2025.

SELLER:
UHP PARTNERS LLC

By: _____
David B. Ulmer, III, Manager

PURCHASER:
SPC Kennesaw, Inc.

By: _____
Joseph Hsiao, President/CEO

Kennesaw Village, LLC

P.O. Box 52167
Atlanta, GA 30355
Phone: 770-843-0399

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT (the "Assignment") is made and entered into on April 4, 2025, by and between **Kennesaw Village, LLC** (hereinafter referred to as "Landlord"), and **UHP, LLC** (hereinafter referred to as "Assignor"), and **Joseph Hsiao & Matthew Hsiao, and Mindaugas Judvytis** (hereinafter referred to as "Assignee"), and provides as follows:

WITNESSETH

By virtue of that certain lease dated November 11, 2014, (hereinafter referred to as the Lease"), Assignor leased from Landlord certain premises known as **2718** Summers Street **Kennesaw, Ga 30144** (hereinafter referred to as "the Leased Premises"); and Assignor desires to assign all of its interest in and to the Lease to Assignee; and Assignee desires to assume all of the covenants and obligations of Assignor under the Lease as if he were the original Tenant thereunder; and the parties hereto further desire to amend the Lease pursuant to the terms and conditions hereinafter set forth; and the parties hereto further desire to evidence and confirm the assignment of the Lease by Assignor to Assignee and the assumption by the Assignee of all covenants and obligations of Assignor under the Lease as if Assignee was the original Tenant thereunder; and Landlord is willing to consent to the assignment of the Lease to Assignee under the terms and subject to the terms and conditions hereinafter set forth; NOW, THEREFORE, for and in consideration of the Leased Premises and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption Assignor hereby transfers, conveys and assigns unto Assignee all of Assignor's right, title and interest in and to the Lease and all of Assignor's leasehold improvements, if any, located within the Premises. Assignee hereby accepts such assignment and assumes all of Assignor's duties, covenants and obligations under the Lease to the same extent and with the same force and effect as if Assignee had executed the Lease and had been the original tenant thereunder. Assignee hereby attorns to Landlord as the landlord under the Lease. Assignee accepts the Premises in their "as is" condition, in the broadest sense of the term, and as suited for the use intended by Assignee. Assignee acknowledges that Landlord has not made any representations or warranties, regarding the physical condition of the Premises, and that there are no warranties, either expressed or implied, regarding the condition. of the Premises. Any such warranties which may exist are hereby expressly released and waived, and Assignee acknowledges and agrees that Landlord shall have no obligation to make any repairs, alterations or improvements to the Premises, except as set forth in the Lease. A true and correct copy of the Lease is attached hereto as Exhibit "A" and incorporated herein by reference. Assignor covenants that he is not in default under the Lease, that the Lease presently is in full force and effect and has not been modified except as shown on Exhibit "A", and that Landlord is not in default under any term of the Lease. Assignor agrees to be liable for any liability arising under the Lease prior to the date hereof. Assignor and Assignee agree to be liable for any liability arising under the Lease after the date hereof. Assignor and Assignee acknowledge that Assignee has valid possession of the Leased Premises effective the date of this Assignment.

Assignor's Initials SHP
Assignee's Initials SHP
Landlord's Initials

2. Landlord's Consent Subject to the terms of this Assignment, Landlord hereby approves and consents to the transfer and assignment of Assignor's right, title and interest in and to the Lease to Assignee; provided, however, such approval and consent shall not release Assignor from the full and faithful performance by Assignor of all the terms, conditions and agreements contained in the Lease and shall not be deemed a waiver or release of any of its covenants, liabilities and obligations to Landlord under the Lease. Assignor covenants and agrees to remain fully liable for the payment of rent and other sums which are due and payable under the Lease and for the performance and discharge of all covenants, obligations and undertakings of the Lease to be kept or performed by the tenant thereunder and that such liability shall be that of Assignee.

3. No Further Assignment Landlord, by its execution hereof, hereby consents to the aforesaid assignment of the Lease by Assignor to Assignee upon the express condition that no further assignment of the Lease shall hereinafter be made without the prior written consent of Landlord.

4. SECURITY DEPOSIT Contemporaneously with the execution of this Assignment, Assignee shall pay to Landlord a security deposit in the amount of **NA - current security deposit held by Landlord suffices.**

5. The parties acknowledge and agree that any term or condition of the Lease not amended herein remains in full force and effect as originally written. Should any term or condition of the Lease be deemed to conflict with any term or condition of this Assignment, this Assignment to Lease Agreement shall be deemed controlling.

6. This Assignment may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the Landlord and Assignee or their respective heirs, representatives, successors and permitted assigns.

7. Contemporaneously with the execution of this Assignment, **Assignor** or **Assignee** shall pay to **Kennesaw Village, LLC** an administrative/legal fee in the amount of [redacted]

8. All terms used herein and denoted by their initial capitalization shall have the same meanings set for the Lease unless set forth herein to the contrary. Time is of the essence for all terms of this Assignment. This Assignment of Lease Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, representatives and permitted assigns, but as to Assignor and Assignee, subject always to the prior written consent of Landlord as to any further assignment of Lease.

9. Service of Notice: Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of or occupying said premises, then such service or notice may be made by attaching the same on the main entrance of said premises. Notice deposited in the mail in the manner herein described shall be deemed given upon delivery, receipt or attachment to the door of the main entrance of the Premises, as the case may be. In the event delivery by mail cannot be made or is refused, the date of mailing shall be deemed to be the date of notice.

Assignor's Initials SKP
Assignee's Initials SKP
Landlord's Initials

All notices required to be given to Landlord hereunder shall be sent by registered or certified mail, return receipt requested to the following address:

Kennesaw Village, LLC
Attn: Howard "Woody" Alpern
P.O. Box 52167
Atlanta, Ga 30355

All notices required to be given to Assignor hereunder shall be sent by registered or certified mail, return receipt requested to Assignor to the following street address:

David Ulmer
3271 Stoney Acres Drive
Kennesaw, GA 30152

All notices required to be given to Assignee hereunder shall be sent by registered or certified mail, return receipt requested, to Assignee to the following address:

Joseph & Matthew Hsiao
2740 Summers Street
Kennesaw, Ga 30144

10. Contemporaneously with the execution of this Assignment, Assignor shall pay to Landlord the balance due on his account.

11. The effective date of this Assignment shall be .

12. Disclosure Form is attached hereto and made a part hereof by reference as Exhibit 'B'.

13. Below is a lease summary of what the Assignor is currently paying:

12/1/2024 - 11/30/2025	[redacted] plus [redacted]

Assignor's Initials
Assignee's Initials
Landlord's Initials

14) Use of Premises: Assignee's use of Premises shall be used for **Bar & Restaurant** purposes and no other. Premises shall not be used for any illegal purpose; nor in any way to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on Premises. Tenant agrees that its occupancy shall not be detrimental to other tenants by reason of odor, smoke, dust, gas, noise or vibration. Tenant shall not under any circumstances, conduct any form of telemarketing either by phone or by mail within the leased premises. Number of personnel in Premises shall not exceed county code requirements. Tenant agrees to have all employees' vehicles parked in area designated by Landlord, allowing for customer usage where and when such parking is available. Landlord may take whatever action necessary to enforce these restrictions including, but not limited to, cancellation of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Assignment as of the date first above written.

LANDLORD: Kennesaw Village, LLC

By: _____
Howard Alpern

It's: Manager

ASSIGNOR: UHP, LLC

By: _____
David Ulmer

It's: Owner

ASSIGNEES: Joseph Hsiao, Matthew Hsiao, Mindaugas Judvytis

By: _____
Joseph Hsiao (Co-owner)

By: _____
Matthew Hsiao (Co-owner)

By: _____
Mindaugas Judvytis (Co-owner)

By: _____
Randall welte (co-owner)

Assignor's Initials _____
Assignee's Initials SH
Landlord's Initials _____

Control Number : 25072368

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

SPC KENNESAW, INC.
a **Domestic Profit Corporation**

has been duly incorporated under the laws of the State of Georgia on **04/03/2025** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **04/11/2025**.

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 4/3/2025 11:37:12 PM

BUSINESS INFORMATION

CONTROL NUMBER	25072368
BUSINESS NAME	SPC KENNESAW, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	04/03/2025
SHARES	100

PRINCIPAL OFFICE ADDRESS

ADDRESS	1403 OAKRIDGE VIEW DR., MABLETON, GA, 30126-7610, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
JOSEPH HSIAO	2718 SUMMERS ST., KENNESAW, GA, 30144, USA	Cobb

INCORPORATOR(S)

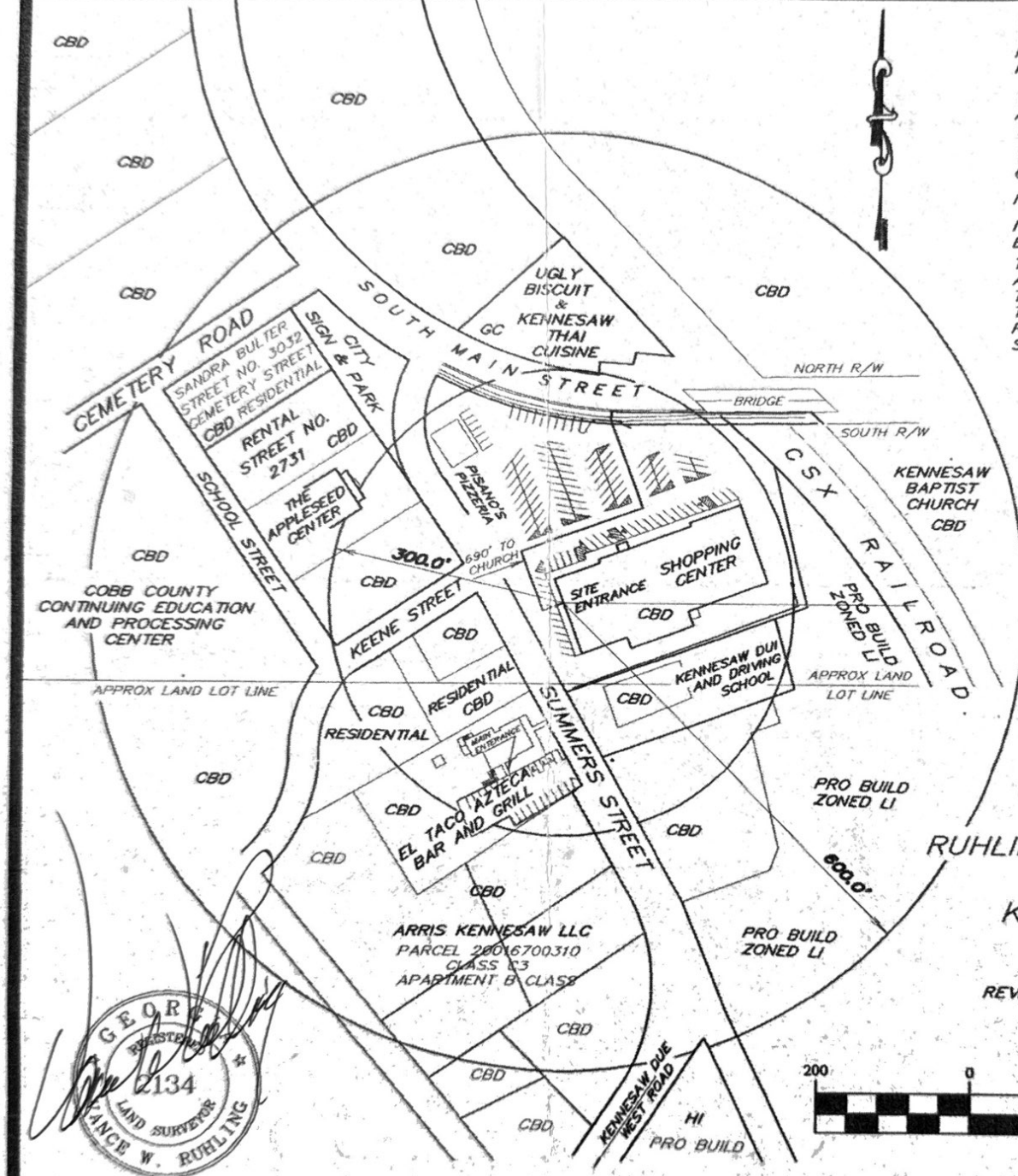
NAME	TITLE	ADDRESS
JOSEPH HSIAO	INCORPORATOR	2718 SUMMERS ST., KENNESAW, GA, 30144, USA
MATTHEW HSIAO	INCORPORATOR	2718 SUMMERS ST., KENNESAW, GA, 30144, USA
MINDAUGAS JUDVYTIS	INCORPORATOR	2718 SUMMERS ST., KENNESAW, GA, 30144, USA
RANDALL WELTE	INCORPORATOR	2718 SUMMERS ST., KENNESAW, GA, 30144, USA

OPTIONAL PROVISIONS

JOSEPH HSIAO - 25% MATTHEW HSIAO - 25% MINDAUGAS JUDVYTIS - 25% RANDALL WELTE - 25%

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Joseph Hsiao
AUTHORIZER TITLE	Incorporator



THERE ARE NO COLLEGES, LIBRARIES, PARKS, ALCOHOL TREATMENT CENTERS, MUNICIPAL BUILDING, OR PUBLIC HOUSING AUTHORITY PROPERTY LOCATED WITHIN 600 FEET OF THE ENTRANCE OF THIS SITE.

THE APPLESEED CENTER A CENTER FOR CHILDERN WITH AUTISM IS 310'+/- FROM THE SITE'S ENTERANCE TO THE APPROX. FRONT DOOR OF THE CENTER.

THE NEAREST ACTIVE PARK IS ADAMS PARK AT (1585'+/-). CAMP McDONALD A INACTIVE COBB CO. PARK AT (1015'+/-).

NEAREST LIBRARY IS THE KENNESAW LIBRARY IS (1770'+/-)

NO CHURHES WERE FOUND WITHIN 600 FEET OF THIS SITE'S ENTRANCE AS PER THE CITY CODE (THE DIRECTION OF TRAVEL).

THE NEAREST CHURCH IS 690'+/- FROM THE MAIN ENTRANCE, AS MEASURED BY TRAVELING THROUGH THE PARKING LANES TO THE CURB OF SOUTH MAIN ST. AND TRAVEL ALONG THE CURB TO THE EASTERLY RAILROAD R/W, AND CONTINUING ALONG THE RAIL ROAD R/W TO THE INTERSECTION WITH THE ROAD'S SOUTHERLY R/W.

ALCOHOL BEVERAGE SURVEY
FOR

U H P LLC

OPERATING AS THE

SuBourbon Bar

LOCATED IN LAND LOT 138 OF THE 20TH DISTRICT 2ND SECTION OF COBB COUNTY GEORGIA

CITY OF KENNESAW

SCALE 1" = 200'

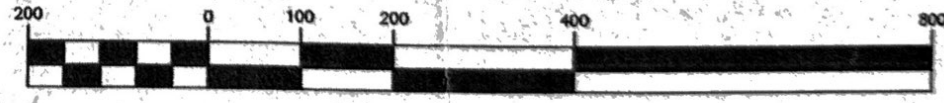
OCTOBER 20, 2014

REVISED MARCH 20, 2025

JOB NUMBER 3399-14

RUHLING AND RUHLING LAND SURVEYORS
2690-B SUMMERS STREET
KENNESAW GEORGIA 30144
PHONE (404) 422-8768

REVISED MARCH 20, 2025 TO UPDATE PARCLE INFORMATION, SHOWING ARRIS OF KENNESAW



GEORGIA REGISTERED 2134 LAND SURVEYOR LANCE W. RUHLING

1" = 200' JOB NUMBER 3399-14

I have made application with the City of Kennesaw at the business license office for a **Beer, Wine, Liquor, and Sunday Sales Retail Pouring License** for : **SPC Kennesaw, Inc. d/b/a SuBourbon Bar located at 2718 Summers St Kennesaw, GA 30144**.

The Mayor and City Council will hear said request on June 2, 2025 at 6:30 p.m. at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

MINDAUGAS JUDVYTIS	SPC KENNESAW, INC.
Licensee	Name of Establishment

Item Report

TO: The Honorable Mayor and City Council

FROM: Mariyah Nall, Business License Manager

DATE: June 2, 2025

TITLE: **Alcohol License: Antojoland, LLC**
Consideration for approval of a Retail Pouring Alcohol License for Beer and Sunday Sales for Antojoland, LLC d/b/a Antolandandia located at 2851 Cobb Pkwy NW STE 210 Kennesaw, GA 30152. Applicants: Natalia Rendon and Abraham De Niz.

Summary:
The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. The current application and background results are on file. A distance survey completed by a certified surveyor indicated the distances of the business and a list of designated property lines or structures listed in Ordinance Sec. 6-42 and 6-43. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quiet enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such a license shall not have any adverse effect on the private residence.

Recommendation:
Finance Director recommends approval.

Fiscal Impact:
100.0000.32.1900 Application Fee $350.00

Attachments:
1. ANTOJOLAND ALCOHOL APPLICATION_Redacted
2. 2025-05-16 Antojoland Display Ad

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

- [ ] Liquor
- [x] Beer
- [ ] Wine
- [ ] Growler
- [x] Sunday Sales

License Type (Choose one):

- [ ] Manufacturer
- [ ] Wholesaler
- [ ] Retail Package
- [x] Retail Pouring

Type of Establishment (Choose one):

- [x] Restaurant
- [ ] Night Club
- [ ] Grocery Store
- [ ] Lounge
- [ ] Private Club
- [ ] Bottle House
- [ ] Convenience Store
- [ ] Indoor Entertainment Hall
- [ ] Hotel/Motel
- [ ] Package Store

Business Type (Choose one):

- [ ] Sole Proprietor
- [ ] Corporation
- [x] LLC
- [ ] Partnership
- [ ] LLP

Please fill out the below information:

1. Full name of business: Antojoland, LLC
   Doing Business As (DBA): Antolandandia
   Anticipated start date of business: 06/02/2025

2. Business location: 2851 Cobb Pkwy NW STE 210, Kennesaw. GA 30152
   Email address: antojoland@gmail.com
   Phone Number: 678-909-3776
   Mailing address: 2851 Cobb Pkwy NW STE 210, Kennesaw. GA 30152

3. Do you have a certified survey of the location of the property? Yes

Does the certified survey indicate that the business is within the designated distance of the following:

a.	Private residence	300 feet radius	[x] Yes	[ ] No
b.	School or college	600 feet radius	[ ] Yes	[x] No
c.	Church	600 feet radius	[ ] Yes	[x] No
d.	Public building	600 feet radius	[ ] Yes	[x] No
e.	Hospital	600 feet radius	[ ] Yes	[x] No
f.	Public park	600 feet radius	[ ] Yes	[x] No
g.	Day care center*	600 feet radius	[ ] Yes	[x] No
h.	Alcohol or drug treatment center	600 feet radius	[ ] Yes	[x] No

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

a.	School or college	300 feet radius	☐ Yes	☐ No
b.	Retail Liquor Package	1500 feet radius	☐ Yes	☐ No
c.	Church	300 feet radius	☐ Yes	☐ No
d.	Day care center*	300 feet radius	☐ Yes	☐ No
e.	Alcohol or drug treatment center	300 feet radius	☐ Yes	☐ No

Package Sales Only (Beer or Wine):

a.	School or college	300 feet radius	☐ Yes	☐ No
b.	Alcohol or drug treatment center	300 feet radius	☐ Yes	☐ No

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

See Code Sections 6-1, 6-42 and 6-43 for distance measurement definition and limitations.

4. For Retail Pouring license, please indicate the following:

Number of pool tables:	N/A
Number of video game machines:	N/A
Size of dance floor:	N/A
Amount of cover charge:	N/A
Will the location have a DJ, and if so, number of times per week:	N/A

5. How many square feet are the following:

a. Dining are:	1,248 SQF
b. Bar area:	N/A
c. % of total dining space that is a bar area:	No Bar Area

Is this location new construction or pre-existing? Pre-existing

How is the proposed location zoned? HGB

This section is to be completed and signed by the City of Kennesaw Zoning staff:

Zoning verified by City of Kennesaw Zoning Division staff member _____

If this is an application for a new establishment, attach proof of adequate parking facilities of one (1) off street parking space for each (200) square feet of total floor area within the building in conformity with the zoning ordinance and regulations of the City of Kennesaw.

If new establishment, parking verified by the Zoning Division staff member _____

If Partnership or LLP:

6. Partnership of LLP Name: N/A

Partner/Member: N/A
Position: N/A
Email Address: N/A
Phone Number: N/A
Social Security #: N/A
Date of Birth: N/A
% of Ownership: N/A

Home Address: N/A
City:
State:
ZIP:

Partner/Member: N/A
Position:
Email Address:
Phone Number:
Social Security #:
Date of Birth:
% of Ownership:

Home Address:
City:
State:
ZIP:

Attach additional sheets if needed

If Corporation or LLC:

7. Corporation or LLC Name: Antojoland, LLC

President/Member: Natalia Rendon
Email Address: antojonland@gmail.com
Phone Number: [redacted]

Social Security #: [redacted]
Date of Birth: [redacted]1989
% of Ownership: 25%

Home Address: 1034 Allgood Rd

City: Marietta
State: GA
ZIP: 30062

VP/Member: Abraham De Niz
Email Address: [redacted]
Phone Number: [redacted]

Social Security #: [redacted]
Date of Birth: [redacted]1994
% of Ownership: 75%

Home Address: 1034 Allgood Rd

City: Mariettta
State: GA
ZIP: 30062

Secretary/Member: N/A
Email Address:
Phone Number:

Social Security #:
Date of Birth:
% of Ownership:

Home Address:

City:
State:
ZIP:

Treasurer/Member: N/A
Email Address:
Phone Number:

Social Security #:
Date of Birth:
% of Ownership:

Home Address:

City:
State:
ZIP:

Attach additional sheets if needed

If the business listed in questions 6 or 7 *is owned by another firm or corporation,* provide the information requested in questions 8 and 9.

8. List corporate name, business name, and % of business owned by the corporation

Corporate Name	Business Name	% Owned
Natalia Rendon Lopez	Antojoland,LLC	25%
Abraham De Niz	Antojoland,LLC	75%

9. List name, position, social security number, address, and % owned for each board member of the corporation listed in question 8.

Name	Position	SSN	Home Address	% Owned
Natalia Rendon Lopez	Owner	[redacted]	1034 Allgood Rd,Marietta, GA 30062	25%
Abraham De Niz	Owner	[redacted]	1034 Allgood Rd,Marietta, GA 30062	75%

10. Is the licensee or any owner listed in questions 6 – 9 *currently holding an interest or ever been associated with any alcoholic beverage establishment?* If yes, list below.

Licensee/Owner Name	Business Name	Address
Abraham De Niz	Tacos la Villa	3315 S Cobb Dr STE. 300 Smyrna, GA 30080

11. List full name and other required information of relatives of the licensee or owners *who have or have had any license or any financial or ownership interest in any alcoholic beverage business.*

Name/Relationship	Home Address	Business Name/Address
Abraham De Niz	1034 Allgood Rd	3315 S Cobb Dr Suite 300
	Marietta, GA 30062	Smyrna, GA 30080

12. List the full name and address of the property owner on which the business is to be conducted.

Property Owner: Ciro Covarrubias

Address: 2721 Cottesford Dr SE, Smyrna, GA 30080

13. State the total amount of capital funds to be invested in this business.

$ [redacted]

14. State the amount of personal funds invested by the following:

Licensee/Owner $ [redacted]

Other Owners $ [redacted]

15. If capital is borrowed, provide the following and attach a copy of the note (s) or evidence of indebtedness, with all attachments, to this application.

Name of Lender	Address	Amount	Date	Interest Rate
N/A				

16. Name the person (s) that will be the manager of this business and provide the following information.

Name	Address	Compensation
Natalia Rendon	1034 Allgood Rd	[redacted]
	Marietta, GA 30062	

17. Provide the name and address of your CPA or accounting firm:

Name	Address
Ricardo M Ross	3745 Cherokee St
	Kennesaw, GA 30144

18. Has the *business or any business associated with this business* been cited, charged, indicted, have a pending charge or been convicted at any time for any violation of Georgia Law, Federal Law or any rule or regulation of the State revenue commissioner or any rule, regulation or ordinance of the City of Kennesaw, Cobb County or other governmental unit? Yes O No ✓

If yes, give full details.

19. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse been:

Arrested	___ Yes	✓ No	Convicted	___ Yes	✓ No
Detained	___ Yes	✓ No	Indicted	___ Yes	✓ No
Pled Guilty	___ Yes	✓ No	Pled Nolo Contender	___ Yes	✓ No
On Probation	___ Yes	✓ No	Any Pending Criminal Charge	___ Yes	✓ No

If you answered "YES" to any of these questions, list below in complete detail the name, dates, charges, places of arrest and disposition of charge (s). Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

20. Has the licensee, the licensee's spouse or any person having ownership interest in this business or their spouse ever had any interest in any business, ever been a licensee or ever been an officer in any business that was cited, had an employee of any business citied, detained, arrested, indicted or convicted for any offense by any federal, state, county or city government or has any business been warned or had any license placed on probation, denied, suspended or revoked by any federal, state, county or city government? Failure to make a full disclosure in response to this question will result in denial of the application or a revocation of the license if information requested was not provided.

N/A

21. Indicate the type of alcohol awareness training and the number of hours of training that is required of owners and employees selling alcoholic beverages for the business. Also, indicate if training is required annually and the number of hours required.

Employees will receive training upon hire through the Alcohol ServSafe course,

which has a duration of 3 hours.

22. What types of materials (written materials, signs, badges, etc.) are provided with the training of the employees?

Writting policy, signs, camaras and POS

23. Have you read and do you understand all the provisions of the City of Kennesaw and State of Georgia Alcoholic Beverage requirements as stated in Chapter Six (6) of the City of Kennesaw Code of Ordinances and Title III of the Official Code of Georgia.

Yes ✓ No ○

24. Are you aware that the sale of alcoholic beverages to an underage person (s) by you or your employees may result in the suspension or revocation of the alcoholic beverage license?

Yes ✓ No ○

25. What procedures do you have in place to ensure that alcoholic beverages are not sold to underage person (s) or any other violation of the City of Kennesaw Code of Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation as their usage.

I have the RASS certification, and all employees will take the ServSafe Alcohol course. I will also have Written policies that need to be reviewed every six months to ensure that everyone is following the guidelines.

26. What technology, equipment and products have been or will be implemented in the location to ensure compliance with the City of Kennesaw, Cobb County and State Law? Examples include cash registers that require the date of birth to be entered, cameras, signs and calendars). Describe below:

Individuals' IDs, security cameras, POS system details, and signage.

27. Estimated gross receipts from this location for the remaining calendar year: $ [redacted]

28. List occupations for the past ten years. Include dates of employment and positions.

From/To Month/Year	Company	City	State	Position/Salary
11/2022-Present	Antojoland,LLC	Kennesaw	GA	Owner
10/19-5/2022	Dep. Driver Services	Alpharetta	GA	Clerk
08/2018-09/2019	PIkalil Law	Marietta	GA	Clerk
2013-4/2015	Unify Credit Uniton	Los Angeles	CA	Load Officer

29. List previous residences of the licensee for the past ten years.

From/To Month/Year	Address	City	State
11/2018- Present	1034 Allgood Rd	Marietta	GA
01/199-11/2018	4945 Lincoln Ave	LA	CA

KENNESAW, GEORGIA
COBB COUNTY

I, Natalia Rendon Lopez being duly sworn according to law, do swear that the facts and things stated by me in the above and foregoing answers to questions are true and no false or fraudulent statement is made herein and such answers were made in order to procure the granting of such a license.

I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all licenses must be obtained and fees paid no later than two weeks from the date of approval of this application by the Mayor and Council.

Adolfo De Niz Covarrubias
Signature of Applicant

Signature of Spouse of Applicant

Sworn to and subscribed before me this 30 day of April, 2025

MAYRA ALEJANDRA ACOSTA
MY COMMISSION EXPIRES
NOTARY PUBLIC
01/25/2029
COBB COUNTY
GEORGIA

Mayra Alejandra Acosta
Notary Public

Natalia Rendon
Signature and title of person other than applicant filing out this application

[redacted]
Phone Number

Application received in Kennesaw City Hall by:

Application to be heard by Mayor & Council
Date & Time: 6/2/25 6:30 pm

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT

TO BE COMPLETE BY RETAIL POURING APPLICANTS ONLY

NAME OF ESTABLISHMENT: ANTOJOLAND
ADDRESS OF ESTABLISHMENT: 2851 COBB PKWY KENNESAW GA 30152
LICENSEE'S NAME: Natalia Rendon

FOOD SALES AND ALCOHOLIC BEVERAGE SALES: Financial reports must be attached to support the reported total or CPA certification must be completed attesting to the reported sales. This information must be provided from the financial records of the above establishment on a calendar year basis or such period during which the establishment has been open.

PERIOD FOR WHICH INFORMATION IS PROVIDED: 2025 EST.___ (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period: [redacted] 98 %)
Gross Receipts from Alcoholic Beverage sales this period: [redacted] 2 %)
Total Food sales and Alcoholic Beverage sales this period: [redacted] 100%)

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:

I certify that I have a working knowledge of the books and records of the establishment whose name appears above, and that to the best of my knowledge the figures presented above represent accurate sale totals for the period specified.

RICHARD M ROSS	ROSS ACCTG & FIN SVC INC	770-792-2233
CPA NAME (PRINTED)	NAME OF CPA FIRM	PHONE
	3745 Cherokee St NW #102	KENNESAW 30144
CPA SIGNATURE	BUSINESS ADDRESS	CITY/STATE ZIP
	SWORN UNDER: OATH THIS 26 DAY OF April, 20 25	
SIGNATURE OF NOTARY PUBLIC		

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.

I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of the alcoholic beverage pouring license, including the Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit our records to verify same at its discretion.

Signature of Licensee/Owner

Sworn under oath this 26 day of April, 2025.

Notary Public

ANA DE NIZ
NOTARY
EXPIRES
GEORGIA
10/29/2029
PUBLIC
COBB COUNTY

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Natalia Rendon Lopez
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: 678-909-3776
   b. Cell: [redacted]
   c. Home:

3. Home Address: 1034 Allgood Rd,Marietta, GA 30062
4. Business Address: 2851 Cobb PKWY NW STE 210, Kennesaw, GA 30152

5. Please fill out the following:
   Age: 36 Sex: Female Height: 5'5" Color of Hair: Black
   Race: Hispanic Weight: 180 Color of Eyes: Brown

6. Social Security #: [redacted]
7. Place of Birth: Los Angeles Date of Birth: [redacted]1989
   U.S. Citizen: ✓ ◉ By Birth ○ Naturalized
   If a naturalized citizen, provide certificate #: N/A
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: N/A
   and submit copy of I-551 card
   Derived Parents Certificate #'s: N/A
   Date & Port of Entry: N/A

8. How long have you resided in the State of Georgia? 7 years
9. Number of years at this present address? 6 Years

10. Are you (Choose one): ○ Single ◉ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: Adolfo De Niz Covarrubias
    Social Security #: [redacted] Spouse's Maiden Name: De Niz
    Place of Birth: Jalisco, Mexico Date of Birth: [redacted]1990
    Place of Marriage: Georgia Date of Marriage: 02/16/2019

Name of spouse's employer: La Super Carniceria LLL

Address of employer: 225 Williams Dr STE. 200, Marietta GA 30066

U.S. Citizen: _____ ○ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: N/A

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: [redacted]

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: 08/2007

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Jazzlynn Guerra	1034 Allgood Rd,Marietta, GA 30062	14	CA
Sebastian De Niz Romo	1968 Starlight Dr Marietta, GA 30062	8	GA
Emma Sofia De Niz Romo	1968 Starlight Dr Marietta, GA 30062	3	GA

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	Josefina Lopez	Deceased
	Alejadro Rendon	Sonora, Mexico
Siblings:	Denis Perez	San Bernardino, CA
	Alejadra Rendon JR	Los Angeles,CA
In-Laws:	Miguel Angel De Niz	Guadalara, Mexico
	Gabriela Covarrubias	4971 Arbor View PKWY NW, Acworth, GA 30101

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

Tacos la Villa located at 3315 S Cobb Dr STE. 300, Smyrna, GA 30080

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

Taqueria call Tacos La Villa located at 3315 S Cobb Dr Suite 300, Smyrna, GA 30080

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
2004		2008	Benjamin Franklin High School	820 N Ave 54	Los Angeles	CA	Diploma
2000		2004	Monte Vista ST Elementary School	5423 Monte Vista ST	Los Angeles	CA	Diploma

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Natalia Rendon Lopez
Social Security #: [redacted]
Residence Address: 1034 Allgood Rd
City/State/Zip: Marietta,GA 30060
Residence Phone: [redacted]

Date of Birth: [redacted] 1989
Name of Spouse: Adolfo De Niz
Business/Organization: Antojoland, LLC
Business Phone: 678-909-3776
Partner/Officer in any other business? ○ Yes ◉ No

Assets		Liabilities	
Cash on hand in banks	[redacted]	Notes payable to banks - Secured	[redacted]
Accounts Receivable		Notes payable to banks - Unsecured	
Stocks & Bonds		Accounts Payable	
Real Estate		Unpaid Taxes	
Cash value of Life Insurance		Mortgage on Real Estate	
Automobiles		Other Debts (itemize)	
Deposit Accounts		Total Liabilities	
Credit w/ Financial Institutions		Net Worth	
Other Assets (Itemize)			
Total Assets		**Total Liabilities & Net Worth**	

Source of Annual Income	[redacted]	Salary	[redacted]
Bonus & Commissions		Dividends	
Alimony, Child Support, or Separate Income			
Itemize all loan sources & Interest			
Other Income (Itemize)			
Total Income			

Unsatisfied judgments or lawsuits pending? ○ Yes ◉ No
Are any income tax returns made by you for prior years being contested? ○ Yes ◉ No
If so, what do you estimate as the additional amount you may be required to pay? _____
Are any assets pledged or joint names other than as described above? ○ Yes ◉ No
Have you ever been declared bankrupt? ○ Yes ◉ No
Do you have a will? ○ Yes ◉ No
Who is named as your executor?

Beneficiary: [redacted]
Executor:

As of April **20** 25

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): Abraham De Niz Covarrubias
   (Include maiden names and alias names if any)

2. Phone Numbers:
   a. Business: 678-909-3776
   b. Cell: [redacted]
   c. Home: _____

3. Home Address: 1034 Allgood Rd, Mrietta, GA 30062
4. Business Address: 2851 Cobb Pkwy NW Ste. 210, Kennesaw, GA 30152

5. Please fill out the following:
   Age: 30 Sex: Male Height: 5'5" Color of Hair: Black
   Race: Hispanic Weight: 140 Color of Eyes: Brown

6. Social Security #: [redacted]
7. Place of Birth: Jalisco, Mexico Date of Birth: [redacted]1994
   U.S. Citizen: _____ ○ By Birth ◉ Naturalized
   If a naturalized citizen, provide certificate #: [redacted]
   and submit original naturalization certificate or U. S. Passport
   If a legal permanent resident, provide alien registration #: _____
   and submit copy of I-551 card
   Derived Parents Certificate #'s: _____
   Date & Port of Entry: 08/2007

8. How long have you resided in the State of Georgia? 18 years
9. Number of years at this present address? 6 years

   1034 Allgood Rd, Mrietta, GA 30062

10. Are you (Choose one): ○ Single ◉ Married ○ Widowed ○ Divorced

11. If married, complete the following information on spouse.
    Full Name of Spouse: Ana De Niz
    Social Security #: [redacted] Spouse's Maiden Name: De Niz
    Place of Birth: Los Angeles,CA Date of Birth: [redacted]/1989
    Place of Marriage: Marietta, GA Date of Marriage: 08/16/2017

Name of spouse's employer: N/A

Address of employer: House wife

U.S. Citizen: ✓ ○ By Birth ○ Naturalized

If a naturalized citizen, provide certificate #: _____

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: _____

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: _____

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
Alondra de Niz	1034 Allgood Rd, Marietta, GA 30062	2	Atlanta

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	Miguel Angle De Niz	Guadalajara, Mexico
	Gabriela Covarrubias Villa	4971 Arbor View Pkwy Nw, Acorth, GA 30101
Siblings:	Adolfo De Niz	1034 Allgood Rd, Mrietta, GA 30062
In-Laws:	Uriel Macedo Castanon	Los Angeles, CA.
	Adela Pinea	Los Angeles, CA.

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

Yes, Tacos La Villa: 3315 S Cobb Dr Suite 300, Smyrna GA 30080 with alcohol license # ACL194 from City of Smyna and 0114352 Ga State.

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

Yes, Tacos la Villa: 2415 Cobb Plwy SE, Smyrna, GA 30080. The onwer is Clro Covarrubias and he is my uncle.

16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
2014		2015	Fortis College	2108 NW Pkwy SE Cobb	Marietta	GA	Diploma
2012		2013	North Cobb HighSchool	3400 Old 41 Hwy NW	Kennesaw	GA	Diploma
2012		2009	Meadowcreek High School	4455 Steve Reynolds Blvd	Norcross	GA	

City of Kennesaw, GA

Business License
2529 J.O. Stephenson Ave.
Kennesaw, GA 30144

Contact Information:
Phone: (770) 424-8274
Fax: (770) 429-4559
www.kennesaw-ga.gov

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Abraham De Niz Covarrubias
Social Security #: [redacted]
Residence Address: 1034 Allgood Rd
City/State/Zip: Matietta,GA 30062
Residence Phone: [redacted]

Date of Birth: [redacted]1994
Name of Spouse: Ana De Niz
Business/Organization: Antojoland, LLC
Business Phone: 678-909-3776
Partner/Officer in any other business? ○ Yes ◉ No

Assets	
Cash on hand in banks	[redacted]
Accounts Receivable	
Stocks & Bonds	
Real Estate	
Cash value of Life Insurance	
Automobiles	
Deposit Accounts	
Credit w/ Financial Institutions	
Other Assets (Itemize)	
Total Assets	

Liabilities	
Notes payable to banks - Secured	[redacted]
Notes payable to banks - Unsecured	
Accounts Payable	
Unpaid Taxes	
Mortgage on Real Estate	
Other Debts (itemize)	
Total Liabilities	
Net Worth	
Total Liabilities & Net Worth	[redacted]

Source of Annual Income	[redacted]
Bonus & Commissions	
Alimony, Child Support, or Separate Income	
Itemize all loan sources & Interest	
Other Income (Itemize)	
Total Income	

Salary	[redacted]
Dividends	

Unsatisfied judgments or lawsuits pending? ○ Yes ◉ No
Are any income tax returns made by you for prior years being contested? ○ Yes ◉ No
If so, what do you estimate as the additional amount you may be required to pay? _____
Are any assets pledged or joint names other than as described above? ○ Yes ◉ No
Have you ever been declared bankrupt? ○ Yes ◉ No
Do you have a will? ○ Yes ◉ No
Who is named as your executor?

Beneficiary: [redacted]
Executor:

As of May 20 25

Privacy Act Statement

This privacy act statement is located on the back of the (blue) FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 02/04/2021

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure of obtaining a change, correction or updating an FBI identification record is set forth in Title 28, Code of Federal Regulations (CFR), 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

Signature	Print Name	Date
	Natalia Rendon	4/30/25

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Applicant Notification and Record Challenge:

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Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

Abraham De Niz Covarrubias	Abraham De Niz Covarrubias	05/09/2025
Signature	Print Name	Date

Privacy Act Statement

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Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

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As of 02/04/2021

Applicant Notification and Record Challenge:

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Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

Ana de Niz	Ana De Niz	05/12/25
Signature	Print Name	Date

Privacy Act Statement

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Principle Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

As of 02/04/2021

Applicant Notification and Record Challenge:

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Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

Adolfo De Niz Covarrubias	Adolfo De Niz Covarrubias	05/09/2025
Signature	Print Name	Date

SCALE : 1" = 2000'

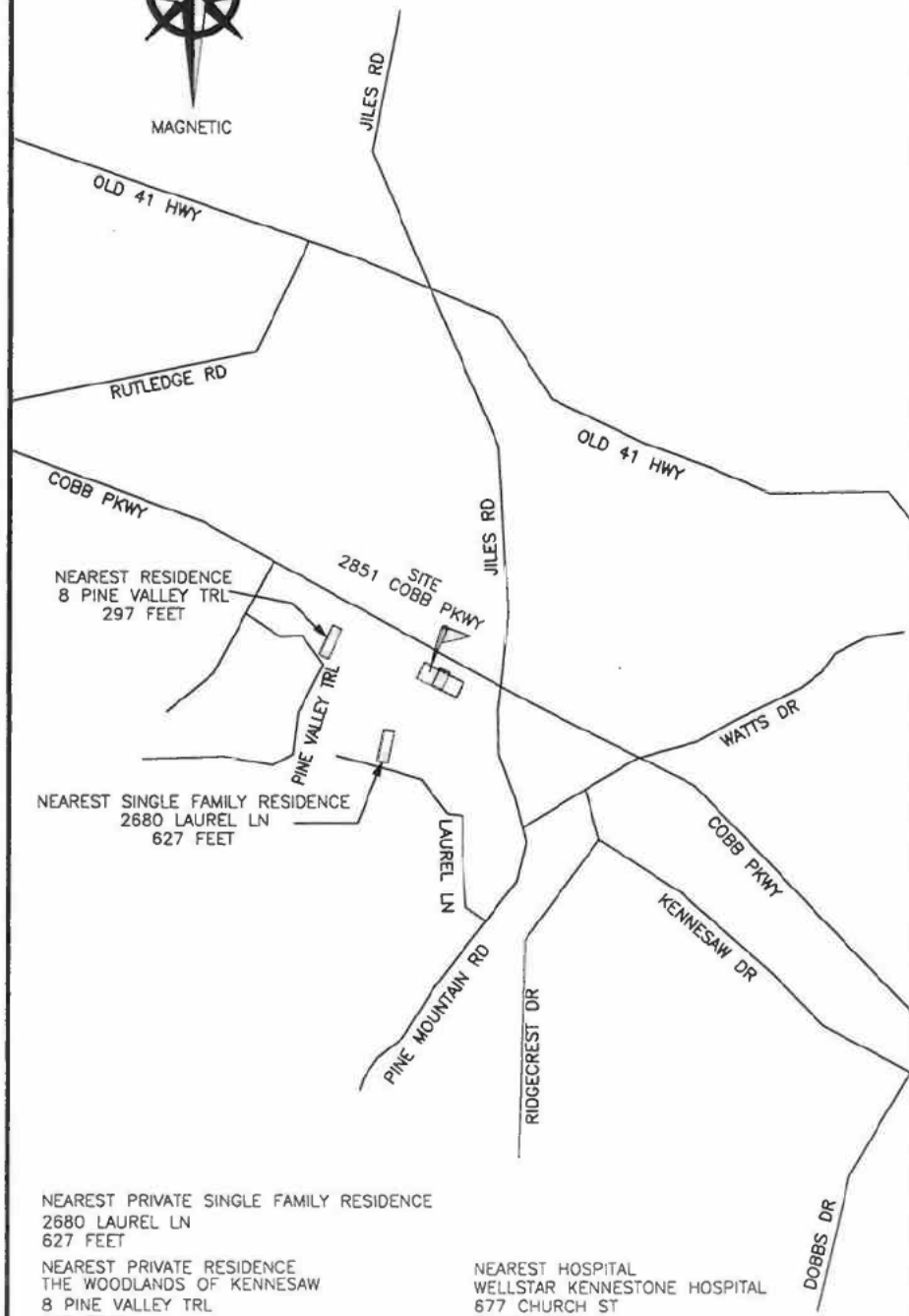
0' 1000' 2000' 4000'

N

MAGNETIC

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW



NEAREST PRIVATE SINGLE FAMILY RESIDENCE
2680 LAUREL LN
627 FEET

NEAREST PRIVATE RESIDENCE
THE WOODLANDS OF KENNESAW
8 PINE VALLEY TRL
297 FEET

NEAREST SCHOOL
THE WALKER SCHOOL
700 COBB PKWY
31,680 FEET

NEAREST CHURCH
ONE HOPE CHURCH
1407 COBB PKWY
5,280 FEET

NEAREST PUBLIC BUILDING
GEORGIA DEPARTMENT OF DRIVER SERVICES
3690 OLD HWY 41
15,840 FEET

NEAREST HOSPITAL
WELLSTAR KENNESTONE HOSPITAL
677 CHURCH ST
31,680 FEET

NEAREST PUBLIC PARK
"SKIP" WELLS PARK
2334 BELLS FERRY RD
31,680 FEET

NEAREST DAYCARE
THE GODDARD SCHOOL OF KENNESAW
3190 BLUE SPRINGS RD
10,560 FEET

NEAREST TREATMENT CENTER
EMPOWERED RECOVERY CENTER
3651 CANTON RD
36,960 FEET

DATE OF PLAT PREPARATION 04/14/2025 BY: KKB

DATE OF FIELD SURVEY 04/04/2025 BY: WHJ

SCALE: 1"=2000'

SHEET # 1 OF 1

25087

CITY OF KENNESAW BEER AND WINE SURVEY FOR:

TACOS LA VILLA

2851 COBB PARKWAY, SUITE 206, KENNESAW, GEORGIA, 30512

COUNTY: COBB DISTRICT: 20TH SECTION: 2ND

LAND LOT: 140

ADAM & LEE LAND SURVEYING

5640 GA. HWY. 20 S.
LOGANVILLE, GA. 30052 (770)554-7433

www.ademandlee.com

COA-LSF#000717

GEORGIA REGISTERED NO. 2817 LAND SURVEYOR JAMES A. JACOBS

UNITED STATES OF AMERICA
PERMANENT RESIDENT

Surname
DE NIZ COVARRUBIAS

Given Name
ADOLFO

USCIS#
[redacted]

Category
R6

Country of Birth
Mexico

Date of Birth
[redacted] 1990

Sex
M

Card Expires: [redacted] 31

Resident Since: 11/12/19

FORM I-551
Rev (02-2016)

63985702

[redacted]

53

If found, drop in any US Mailbox. USPS: Mail to 7 Product Way, Lees Summit, MO 64002

[redacted]

DE<NIZ<COVARRUBIAS<<ADOLFO<<<<

Endorsements / Mentions Spéciales / Anotaciones

If your passport expires within six months of your date of departure, you may be denied entry into some countries.

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

USA

Type/Type/Tipo P

Code/Code/Código USA

Passport No./No. de Passeport/No. de Pasaporte [redacted]

Surname/Nom/Apellidos
DE NIZ COVARRUBIAS

Given names/Prénoms/Nombres
ABRAHAM

Nationality/Nationalité/Nacionalidad
UNITED STATES OF AMERICA

Date of birth/Date de naissance/Fecha de nacimiento
[redacted] 1994

Sex/Sexe/Sexo
M

Place of birth/Lieu de naissance/Lugar de nacimiento
MEXICO

Date of issue/Date de délivrance/Fecha de expedición
06 AUG 2022

Date of expiration/Date d'expiration/Fecha de caducidad
05 AUG 2032

Authority/Autorité/Autoridad
UNITED STATES DEPARTMENT OF STATE

P<USADE<NIZ<COVARRUBIAS<<ABRAHAM<<<<<<<<<<

[redacted]

GEORGIA
DRIVER'S LICENSE

LIMITED-TERM
DRIVER'S LICENSE

DL

USA
GA

Governor:

Commissioner:

4d DL NO. [redacted]
3 DOB [redacted] 1994
9 CLASS C
4b EXP [redacted] 2027
2 ABRAHAM
1 DE NIZ COVARRUBIAS

8 1034 ALLGOOD RD
MARIETTA, GA 30062-2305
COBB

12 REST A
9a END NONE
4a ISS 04/19/2022
15 SEX M
18 EYES BRO
16 HGT 5'-05"
17 WGT 140 lb

5 [redacted]

[redacted]

01/02/2019
www.dds.georgia.gov

MEDICAL INFORMATION: NONE

CLASS: C-≤ 26,000 lbs. GVWR and Trailer ≤ 10,000 lbs. All recreational vehicles included

ENDORSEMENTS: NONE

RESTRICTIONS: A-None

[redacted] 1994

GEORGIA
DRIVER'S LICENSE
DL
MARIETTA, GA
COBB
NONE
08/20/2023
BRO
5'00"
140 lb

GEORGIA
DRIVER'S LICENSE
DRIVER'S LICENSE
DL
4d DL NO. [redacted]
9 CLASS C
2 NATALIA
1 RENDON-LOPEZ
8 1034 ALLGOOD RD
MARIETTA, GA 30062-2305
COBB
12 REST B
9a END NONE
4a ISS 08/20/2020
15 SEX F
16 HGT 5'-05"
[redacted]

01/02/2019
MEDICAL INFORMATION: NONE
ENDORSEMENTS: NONE
RESTRICTIONS [redacted]
DOB [redacted]

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/20/2025 5:30:17 PM

BUSINESS INFORMATION

CONTROL NUMBER	22232965
BUSINESS NAME	ANTOJOLAND, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	02/20/2025
ANNUAL REGISTRATION PERIOD	2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	2851 COBB PKWY SUITE 10, KENNESAW, GA, 30152, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
NATALIA RENDON	2851 COBB PKWY NW SUITE 210, KENNESAW, GA, 30152, USA	Cobb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Natalia Rendon
AUTHORIZER TITLE	Organizer

Training Institute for Responsible Vendors, Inc.

certifies that

Natalia Rendon

has successfully completed training in our RASS Workshop thus entitling them to all the rights and privileges appertaining thereto .

In witness thereof the undersigned have affixed their names this 17th day of April, 2025

Seal

President

ANTOJITOS

Fresas con crema $7.49
Strawberries and Cream

Bionicos / Parfait $6.49
Fruit Mix with Cream

Fruta Mixta $5.99
Fruit Mix

Pepinos Locos $6.99

Chicharron Preparado $9.49

Tostilocos $7.99

Vaso de Mango $5.99

TostiCeviche $9.99

Chamoyadas $7.99

Nachos $4.99
Chips con Queso Amarillo y Jalapeño

AGUAS FRESCAS

Medium $4.29 | Large $6.29

- Piña
- Jamaica
- Frutas
- Horchata
- Tropical
- Pepino con Limón

JUGOS NATURALES
NATURAL JUICES

Small $7.49 | Medium $9.49

- **Betabel** Beetroot Juice
- **Zanahoria** Carrot Juice
- **Naranja** Orange Juice
- **Verde** Green Juice

ELOTES

Elote Entero $5.29
Corn on the Cobb
Extra Hot Cheetos / Takis $0.99

Esquites
Corn in the cup
Small $5.49 | Large $7.49
Extra Hot Cheetos / Takis $0.99

TostiElotes $7.99
(Chips con Esquite)

Elote Asado $4.99
Roasted Corn

ANTOJITOS

Churro Cheesecake $7.49

with toppings (Gourmet) $8.49
Strawberry, Ice Cream and Drizzle
Con Fresas, Nieve, y Drizzle

Conchas Preparadas $5.99
Ice cream, Banana or Strawberry & Drizzle
con Nieve, Platano o Fresa y Drizzle
Extra toppings $0.49

Churros $1.69

Churros Gourmet $7.99
with Ice Cream and Drizzle
con Nieve y Drizzle

Mini Pancakes
(2 toppings with order)
Toppings: Fresa, Banana, Caramelo, Lechera, Chocolate, Oreos, Nutella, Whipped Cream.
12pc $5.49 | 15pcs $7.49
25pcs $10.49
Extra toppings $0.49
Extra Nieve $1

Crepas $5.99

Flan $5.49

PALETAS
POPSICLES

Agua: $2.19

- Strawberry
- Mango
- Tamarindo
- Fruit Mix (Chile)
- Mango con Chile
- Limón
- Piña
- Nance
- Guava
- Bubble Gum (Chicle)

Leche: $3.09

- Coco
- Rompope
- Piña Colada
- Fresas con Crema

Extra toppings $0.49

Paleta de Agua Gourmet (2 toppings) $3.19

Paleta de Leche Gourmet (2 toppings) $4.09

Esquimal $3.99

Bolis $1.99

RASPADOS
SHAVED ICE

- Tamarindo
- Limón
- Fresa
- Mango

$3.99

- Diablitos (Tajin, Lime Juice, Salt, Chamoy & Syrup) $5.99

LICUADOS
SHAKES

(Milk with blended fruit, sugar, vanilla, cinnamon, and Cereal (oats, almonds, or nuts)

$6.99

- Platano Banana
- Fresa Strawberry

DESAYUNOS

TORTAS:

De Jamón $7.99

De Lomo $8.99

SANDWICH:

De Jamón $5.49

De Lomo $6.49

Hot Dogs $3.99

CAFÉ

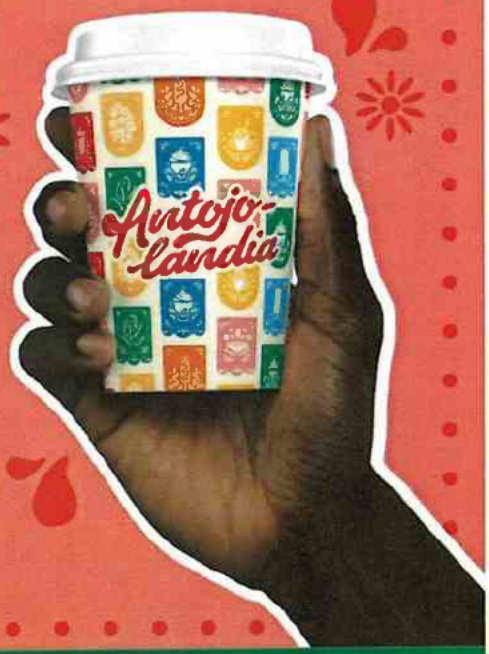
- De Olla $2.99
- Regular $1.99

CHOCOMILK

Medium $?

Large $?

- Fresa
  Strawberry
- Chocolate
- Vainilla



SODA & WATER

Jarritos $1.49

Jarritos Preparados $4.99

Agua de Botella 99¢

ICE CREAM

NIEVE

- Caramel Craze
- Spumoni
- Birthday Cake
- Butter Pecan
- Vanilla
- Gansito
- Mango
- Coco
- Strawberry Cheesecake

- Bunny Tracks
- Cotton Candy
- Chocolate
- Cookies & Cream
- Fresa

Vaso:

1 scoops — Small: $2.19

2 scoops — Large: $3.99

Gansito Split

Churro Split
(3 Scoops & 2 toppings)

Banana Split
(Ice Cream in between the banana slices with some toppings)

$8.99

Extra toppings $0.49
Waffle Cone $0.59

MILKSHAKES

BATIDOS DE NIEVE

$7.99

Fresas con Crema Deluxe

Options:

* Churro Cheesecake Bites
* Nutella & Brownies Bites
* Ice Cream & 2 toppings

MiniPancakes Gourmet

* 15 pcs, 3 Scoops of Ice Cream & 2 toppings

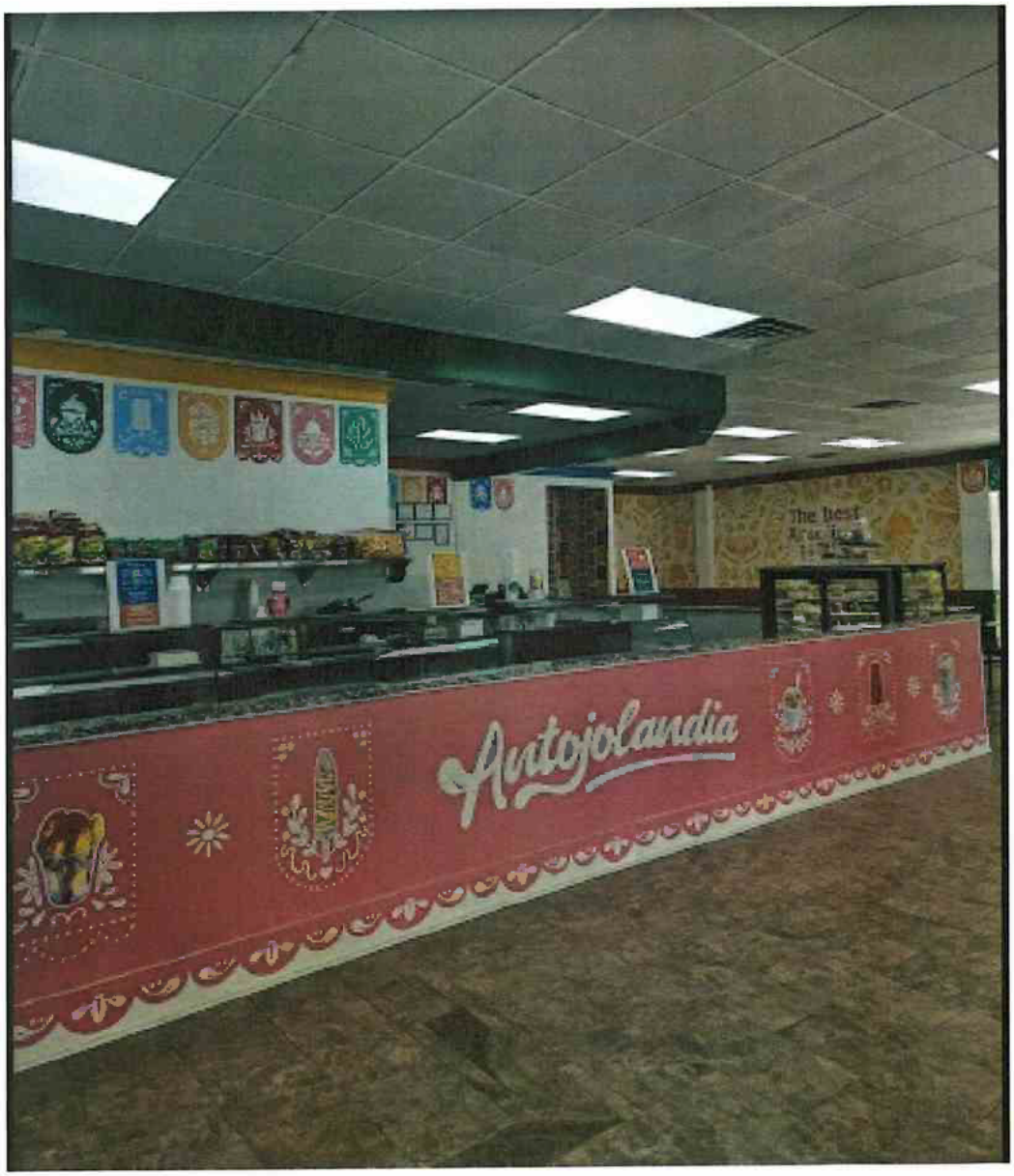
Churro Gourmet

* 3 Churros, 1 Scoops of Ice Cream, strawberries & drizzle

$8.99

Antojolandia

210
open
Antojolandia


Antojolandia

GEORGIA DEPARTMENT OF PUBLIC HEALTH

KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

FOOD SERVICE PERMIT

07/17/2024
(DATE ISSUED)

FSP-033-006579
(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

ANTOJOLAND LLC

to maintain and operate a Permanent (TYPE OF OPERATION) food service establishment named

ANTOJOLANDIA

located at 2851 COBB PKWY NW STE 210 (STREET, HIGHWAY, OR RFD) KENNESAW (CITY OR TOWN) COBB (COUNTY) 30152 (ZIP CODE) GEORGIA

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.

Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW - NOT TRANSFERABLE - PROPERTY OF THE HEALTH AUTHORITY

COBB COUNTY FIRE MARSHAL'S OFFICE
REVIEWED
Every effort has been made to ensure these plans comply with all applicable codes. Items missed or unknown to the reviewer does not relieve the owner/contractor of the responsibility to comply with code requirements
WWW.COBBFIRE.ORG
Date: 09/08/2023 Init. Jim Egan

BY ORDER OF THE FIRE MARSHAL
THIS SET OF PLANS IS REQUIRED TO BE ON THE JOB SITE

NFPA 96 KITCHEN HOOD PLANS ARE FOR **REFERENCE ONLY**
Separate submittal and permit is required by a mechanical contractor for NFPA 96 hood system

INTERIOR BUILD-OUT FOR

ANTOJOLANDIA

2851 COBB PKWY NW,
SUITE 210,
KENNESAW, GA 30152

CCWS Grease Trap Approval
2851 Cobb Pkwy Ste 210 - Antojolandia

Approved Grease Device is a passive exterior device with a total capacity of 1500 gallons which must comply with CCWS standard detail number 03410-20

CCWS has requested a hold on the Certificate of Occupancy for this project until a field inspection of the grease trap and plumbing connections by the Environmental Compliance Division is completed. The applicant is responsible for contacting Environmental Compliance and giving them a 3-day notice prior to the installation of the grease trap so they may inspect at the time of installation. They may be contacted at 770.528.8433 or at fog@cobbcounty.org

If I am not the person who will be applying for the CO, then I agree to pass this information to the individual who will be requesting the final documents

APPLICANT
Printed Name: Abraham DeKalb Date: 9/18/23
Signature:

ENVIRONMENTAL COMPLIANCE FIELD APPROVAL REQUIRED BEFORE CO
CCWS
APPROVED

Project Information

ARCHITECT:	Y STUDIO, LLC 853 S. PEACHTREE ST. STE. 104. NORCROSS, GA 30092 TEL: 770-355-7423
ENGINEER:	SING ENGINEERING 1670 SPECTRUM DRIVE. LAWRENCEVILLE, GA 30043 TEL: 404-992-3052
ENGINEER:	FYNN ENGINEERING, LLC TEL: 770-861-5765

APPLICABLE CODE:

- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 EDITION (CONTACT STATE FIRE MARSHAL BELOW)
- INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE, 2020 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- LIFE SAFETY CODE 2018 EDITION WITH STATE AMENDMENTS (2020)

PROJECT INFORMATION:

PROJECT NAME	ANTOJOLANDIA
AREA OF CONSTRUCTION	3,092 SQ.FT.
JURISDICTION	COBB COUNTY
CONSTRUCTION TYPE	TYPE II-B
NO. OF STORY	1 FLOOR
SPRINKLERED	NO
OCCUPANCY CLASSIFICATION	A-2
CALCULATED OCCUPANT LOAD	95 PERSONS
FIRE ALARM	NO

* SEE A-0.2 FOR OCCUPANCY LOAD CALCULATION

PROJECT DESCRIPTION:

RENOVATE AN PREVIOUS OFFICE INTO A NEW ICE CREAM SHOP:

1. PROVIDE DEMOLITION WORK AS SHOWN.
2. PROVIDE NEW SINKS.
3. PROVIDE NEW DINING SPACE.
4. PROVIDE NEW KITCHEN AND KITCHEN EQUIPMENT AS SHOWN.
5. EXISTING HOOD AND HOOD SYSTEM, PROVIDE NEW COOKING EQUIPMENT UNDER HOOD.
6. EXISTING RESTROOM APPLIANCES TO REMAIN.
7. PROVIDE NEW CEILING FOR KITCHEN, SERVICE AREA, DINING AREA AND RESTROOMS.
8. (3) EXISTING 5-TON AC UNITS TO REMAIN, MODIFY DUCT WORK AS SHOWN.
9. PROVIDE NEW PLUMBING WORK FOR NEW FIXTURES.
10. PROVIDE (2) 1500 GAL GREASE TRAP AS SHOWN.

General Notes

1. THE CONSTRUCTION DOCUMENT SET CONSISTS OF DRAWINGS AND SPECIFICATIONS, AND IS INTENDED TO BE UNDERSTOOD AS A SINGLE ENTITY. DO NOT DIVIDE THESE DOCUMENTS INTO PARTS OR SUB-PARTS. EACH CONTRACTING ENTITY SHALL BE RESPONSIBLE FOR ALL WORK RELATED TO ITS TRADE WHEREVER THAT INFORMATION IS SHOWN IN THE CONSTRUCTION DOCUMENT SET.
2. DO NOT SCALE THE DRAWINGS FOR DIMENSIONAL INFORMATION. CRITICAL DIMENSIONS ARE TYPICALLY INDICATED IN THE DRAWINGS. IF ANY REQUIRED DIMENSIONS ARE NOT INDICATED IN THE DRAWINGS, CONTACT THE ARCHITECT FOR SPECIFIC DIMENSIONS PRIOR TO INITIATING RELATED CONSTRUCTION ACTIVITY.
3. THE DRAWINGS ILLUSTRATE GENERAL SCOPE OF WORK REQUIREMENTS AND DO NOT PROVIDE INFORMATION REGARDING INSTALLATION TECHNIQUES OR PROCEDURES. ALL WORK PERFORMED SHALL MEET OR EXCEED INDUSTRY STANDARDS, AND SHALL BE PERFORMED IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATIONS.
4. CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF ALL GOVERNING FEDERAL, STATE, AND LOCAL CODES. IN ADDITION, CONSTRUCTION SHALL BE IN COMPLIANCE WITH ANSI GUIDELINES, AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG), AND THE STATE OF GEORGIA ACCESSIBILITY CODE (GA 120-3-20).
5. ALL MATERIALS, FIXTURES, AND HARDWARE SHALL BE TESTED AND CERTIFIED BY UNDERWRITER'S LABORATORY (UL) OR AN EQUALLY QUALIFIED TESTING AND CERTIFICATION ORGANIZATION.
6. THE GENERAL CONTRACTOR IS REQUIRED TO VISIT THE SITE PRIOR TO SUBMITTING A FINAL BID AND REVIEW EXISTING CONDITIONS AS THEY RELATE TO THE PROPOSED WORK. CONSIDER REMOVAL AND NECESSARY RELOCATION (WHEN NECESSARY) OF ALL VISIBLE STRUCTURAL, ARCHITECTURAL, PLUMBING, HVAC AND ELECTRICAL SYSTEMS IN AREAS AFFECTED BY REMODELING EFFORT.
7. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR ACCURATE EXECUTION OF THE BUILDING CONSTRUCTION. ANY CONFLICTING INFORMATION OR DISCREPANCIES IN THE DOCUMENT SET SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO INSTALLATION OF THE WORK.
8. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ALL ERECTION BRACING, SHORING, TEMPORARY SUPPORTS, AND ANY OTHER MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE CONSTRUCTION WORK.
9. THE GENERAL CONTRACTOR IS REQUIRED TO KEEP A FULL SET OF REVIEWED AND APPROVED "FOR CONSTRUCTION" DRAWINGS AT THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
10. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING, PAYING FOR, AND PROPERLY DISPLAYING ALL REQUIRED PERMITS AS PERTAINING TO THE WORK BEING DONE AT THE JOBSITE.
11. WHERE EXISTING EQUIPMENT IS SCHEDULED TO REMAIN, CONTRACTOR SHALL VERIFY SECURE MOUNTINGS. THE GENERAL CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT OF UNSOUND MOUNTINGS, CONNECTIONS, OR UNSAFE CONDITIONS.
12. BUILDING SIGNAGE IS NOT INCLUDED AS PART OF THIS DOCUMENT SET OR AS PART OF THE PROJECT SCOPE, AND HAS NOT BEEN REVIEWED OR APPROVED IN THE PROCESS OF OBTAINING THE BUILDING PERMIT. ALL PROJECT SIGNAGE SHALL BE PERMITTED SEPARATELY AND COORDINATED WITH CITY OF HIRAM ZONING DEPARTMENT.
13. THE GENERAL CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL FIRE-RESISTANCE-RATED ASSEMBLIES INCLUDING FIRE BARRIER WALLS, SMOKE BARRIER WALLS, FIRE PARTITIONS, FIRE WALLS AND SHAFT ENCLOSURES WITH APPROPRIATE AND LEGIBLE NOTATIONS INDICATING THE APPLICABLE RATING OF THE ASSEMBLY AS STATED IN GA. STATE AMENDMENTS TO THE INTERNATIONAL BUILDING CODE.
14. NOT USED
15. A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE NOTE CONSPICUOUSLY POSTED WITHIN EACH BUILDING AND AT EACH BUILDING ENTRANCE FOR COMPLIANCE WITH CITY OF HIRAM CLEAN INDOOR AIR ORDINANCE. ACCEPTABLE SIGNS SHALL DISPLAY EITHER "NO SMOKING" OR THE INTERNATIONAL "NO SMOKING" SYMBOL (CONSISTING OF A PICTORIAL REPRESENTATION OF A BURNING CIGARETTE ENCLOSED IN A RED CIRCLE WITH A RED BAR ACROSS IT)
16. NOT USED
17. SIGNS ARE NOT APPROVED WITHIN THE SCOPE OF THIS BUILDING PERMIT. A SEPARATE SIGN LOCATION PERMIT IS REQUIRED FOR EACH SIGN.
18. IDENTIFICATION OF FIRE BARRIERS SHALL BE BY SIGNS OF STENCILING PERMANENTLY INSTALL DON ALL RATED BARRIERS OR WALLS, ABOVE ANY DECORATIVE CEILING AND/OR IN CONCEALED SPACES. THE LETTERING SHALL BE 2" IN HEIGHT AND SPACE EVERY 12 FEET. THE FOLLOWING WORDING IS RECOMMENDED: "2 HOUR FIRE AND SMOKE BARRIER PROTECT ALL OPENING," AS PER NFPA 101 LIFE SAFETY CODE, CHAPTER 8, SECTION 8.2.2.2, 2000 EDITION.
19. NOT USED
20. EXITS DOORS SHLL NOT BE SUBJECT TO THE USE OF A KEY OR REQUIRE SPECIAL KNOWLEDGE TO OPERATE, NFPA 101 LIFE SAFETY CODE, CHAPTER 7, SEC. 7.2.1.5.1, 2018 EDITION
21. FIRE EXTINGUISHERS IN MERCANTILE OCCUPANCIES SHALL BE LOCATED PER THE REQUIREMENTS OF NFPA 10. THE SIZE SHALL BE A MINIMUM OF __2__A__10__BC, __1__ IS REQUIRED ((FOR EACH SUITE EXCEPT FOR SUITE 126 FOR WHICH 2 FIRE EXTINGUISHERS ARE REQUIRED) AND SHALL BE INSTALLED AT A MAXIMUM OF 48" ABOVE THE FINISHED FLOOR TO THE TOP OF HANDLE.
22. FIRE BARRIER SHALL BE CONTINUOUS FROM OUTSIDE WALL TO OUTSIDE WALL INCLUDING CONCEALED VOIDS. FROM FIRE BARRIER TO FIRE BARRIER, OR A COMBINATION THEREOF" INCLUDING CONTINUITY THROUGH ALL CONCEALED SPACES SUCH AS THOSE FOUND ABOVE A CEILING, INCLUDING INTERSTITIAL SPACES. PROVIDED A LISTED JOINT DETAIL FOR TOP OF THE WALL AT THE FLOOR / CEILING ASSEMBLY OR ROOF DECK PER NFPA 101 LIFE SAFETY CODE, CHAPTER 8, SECTION 8.2.2.2, 2018 EDITION.

City Of Kennesaw
These plans were reviewed for compliance with the applicable codes and ordinances adopted at this time. Every effort was made to identify code violations, but does not relieve the permit holder of responsibility to comply with all code and ordinance requirements missed or unknown to the reviewer
Building Services: 9/26/23
Zoning:
Public Works:
Building:
Mechanical:
Electrical:
Plumbing:

Printed set of the approved plans and permit shall be on site at all time (no inspection will be perform if approved plan and permits are not on site at time of inspection)

Index of Drawings

SHEET	TITLE
ARCHITECTURAL	
AG-1	COVER SHEET
CO-1	GENERAL NOTES & ADA CODE
A-0.1	LIFE SAFETY PLAN
A-1.0	EXISTING/DEMO AND PROPOSED FLOOR PLAN
A-1.1	ARCHITECTURAL SCHEDULE
A-2.0	CEILING PLAN
A-3.0	EQUIPMENT PLAN
ELECTRICAL	
E-1	POWER PLAN
E-2	LIGHTING PLAN & NOTES
MECHANICAL	
M-1	MECHANICAL SCHEDULE
M-2	MECHANICAL PLAN
PLUMBING	
P-1	PLUMBING NOTES & DETAILS
P-2	WATER & GAS PLAN
P-2.1	WATER & GAS RISER DIAGRAMS
P-3	WASTE PLAN & RISER DIAGRAM

NONE SMOKING NOTE:
A SIGN CLEARLY STATING THAT SMOKING IS PROHIBITED SHALL BE CONSPICUOUSLY POSTED BY THE BUILDING OWNER, OPERATOR, MANAGER, OR OTHER PERSON IN CONTROL IN EVERY PUBLIC PLACE AND PLACE OF EMPLOYMENT.
"NO SMOKING" SIGNS OR THE INTERNATIONAL "NO SMOKING" SYMBOL CONSISTING OF A PICTURE REPRESENTATION OF A BURNING CIGARETTE ENCLOSED IN A RED CIRCLE WITH A RED BAR ACROSS IT SHALL BE POSTED.

NORTH
Vicinity Map

Key Plan

Y STUDIO, LLC
853 S. PEACHTREE ST. STE. 104
NORCROSS, GA 30071
TEL: 770.355.7423
FAX: 770.843.0357
EMAIL: LOUIS@THEYSTUDIO.COM

INTERIOR BUILD-OUT FOR
ANTOJOLANDIA
2851 COBB PKWY N.W.
SUITE 210
KENNESAW, GA 30152

SEAL
GEORGIA CHUNG CHENG CHANG REGISTERED ARCHITECT
FOR

2851 COBB PKWY N.W.
SUITE 210
KENNESAW, GA 30152

RELEASES / DATES
06/05/2023 DATE:
PER FIRE MARSHAL
06/13/2023 DATE:
PER FIRE MARSHAL
DATE:
DATE:
DATE:

NOT FOR CONSTRUCTION ☐
RELEASED FOR CONSTRUCTION ☒

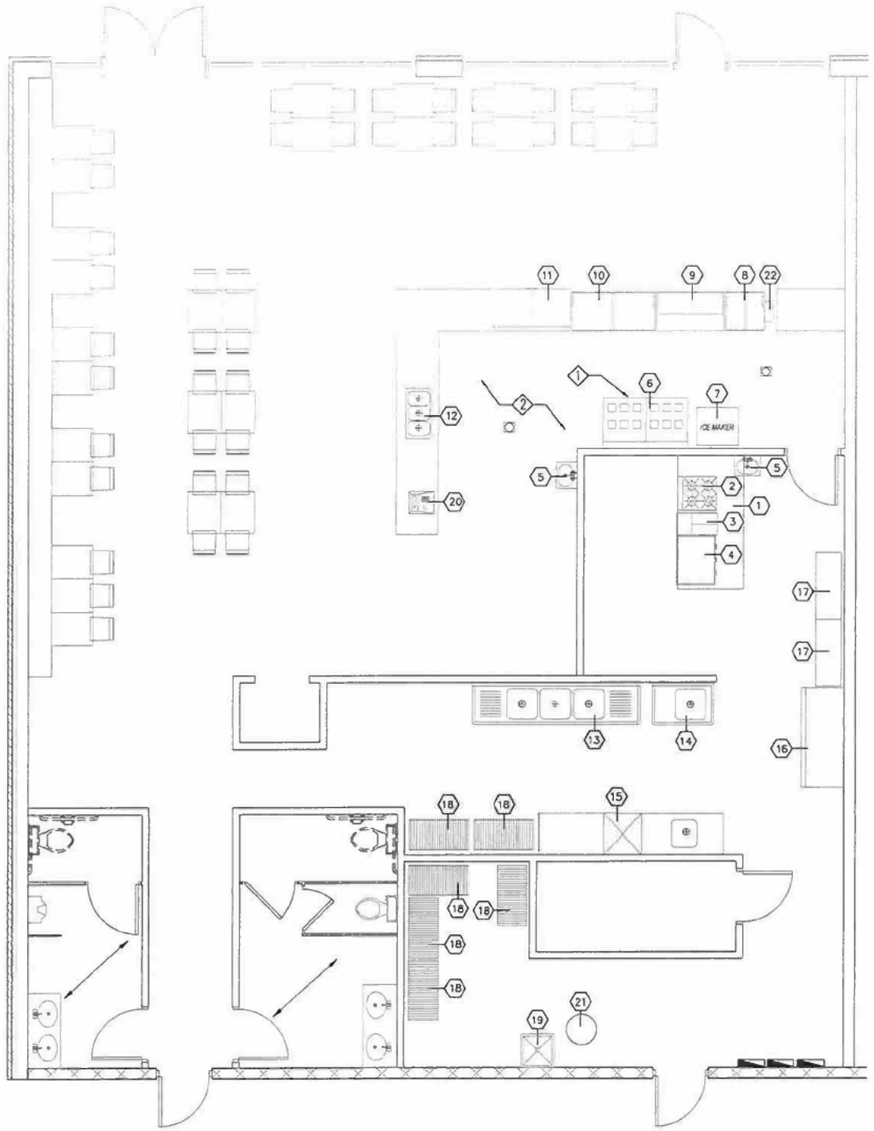
DRAWN BY: PLAN
REVIEWED BY: PLAN

SHEET TITLE
COVER SHEET

DATE: 03.24.2023
PROJECT NUMBER: Y2023-AI01-01

SHEET NUMBER
AG-1

Y STUDIO, LLC COPYRIGHT 2023



FD = FLOOR DRAIN
TD = TRENCH DRAIN

1 EQUIPMENT PLAN
SCALE: 1/4"= 1'-0"

KEY NOTES

1. GC TO INSTALL SPLASH GUARD AT LEAST 5'-0" A.F.F. ON THE LEFT OF THE SANDWICH UNIT.
2. THE TILES AT SERVICE AREA MUST BE LIGHT IN COLOR, SMOOTH, DURABLE, NONABSORBENT, AND EASILY CLEANABLE.

NOTE ANY EXPOSED ENDS OF ON ALL THE SNEEZE GUARDS ARE COVERED SO THAT FOOD IS ADEQUATELY PROTECTED FROM THE CONTAMINATION

EQUIPMENT SCHEDULE

ITEM	EQUIPMENT	SIZE	MODEL NO.	NOTE	REMARKS
1	EXISTING 8' HOOD	8'X4' HOOD	EXISTING		ELEC, EXISTING
2	24" 4-BURNER HOT PLATE	24"WX27-5/8"DX12-2/3"H, 100,000 BTU	KRATOS COOKING 69K-781		GAS, NEW, OR EQUAL
3	DEEP FRYER	15-1/2"WX29-1/4"DX45"H, 150LB, 105,000 BTU/HR	GARLAND DEAN SR42G SUPERRUNNER		GAS NEW, OR EQUAL
4	36" GRIDDLE	36"WX30-1/2"DX16-7/8"H, 90,000 BTU	AVANTCO CHEF SERIES CAG-36-MG		GAS, NEW, OR EQUAL
5	HAND SINK W/SPLASH GUARD	REGENCY	600HS12SP	BOWL SIZE:	CW/HW NEW, OR EQUAL
6	5' SANDWICH UNIT	60"WX37-7/8"DX37-7/8"H, 115V/3A/60HZ/1PH/0.25HP	BEVERAGE-AIR SPE60HC-24M-STL-018		ELEC, NEW, OR EQUAL
7	ICE MAKER	30"WX27-3/8"Dx22"H, 115V/8.4A/60HZ/1PH/5.72kWh	HOSHIZAKI KML-325MAJ		ELEC, NEW, OR EQUAL
8	ICE CREAM DISPLAY FREEZER	28-1/2"WX27-1/4"Dx33-1/2"H 115V/1.3A/60HZ/1PH, 0.142 HP	EXCELLENCE VB-2LHC		ELEC, NEW, OR EQUAL
9	ICE CREAM DIPPING CABINET	47-1/8"WX28"DX51-1/4"H, 115V/5.2A/60HZ/1PH, 1 HP	AVANTCO CPW-47-HC		ELEC, NEW, OR EQUAL
10	ICE CREAM FREEZER	60-1/4"WX28-1/8"DX34-1/2"H 115V/4A/60HZ/1PH, 0.5 HP	AVANTCO DFC16-HCL		ELEC, NEW, OR EQUAL
11	GLASS DOOR MERCHANDISER	54-1/4"WX29-1/8"DX78-5/8"H, 115V/8.3A/60HZ/1PH/0.5HP	BEVERAGE-AIR M153-1W		ELEC, NEW, OR EQUAL
12	DROP-IN 3-COMPARTMENT SINK	REGENCY	600DI310141D	BOWL SIZE: 10"X14"X10"	FS, CW/HW NEW, OR EQUAL
13	3-COMPARTMENT SINK W/ DRAINBOARDS	REGENCY	600S317172G	BOWL SIZE: 17"X17"X12"	FS, CW/HW NEW, OR EQUAL
14	1-COMPARTMENT SINK W/ DRAINBOARD	REGENCY	60S1172324GL	BOWL SIZE: 17"X23"X12"	FS, CW/HW NEW, OR EQUAL
15	DISHWASHER	30-3/8"WX29-1/2"DX68-1/2"H 115V/11.4A/60HZ	NOBLE-WAREWASHING I-E		ELEC, NEW, OR EQUAL
16	CHEST FREEZER	71-1/4"WX29-3/4"DX33"H, 115V/2.6A/60HZ/1PH/0.2HP	GALAXY CF20HC		ELEC, NEW, OR EQUAL
17	4' WORK TABLE	48"WX18"DX34"H, STAINLESS STEEL	REGENCY		NEW, OR EQUAL
18	4' WIRE SHELF	48"WX24"DX74"H, STAINLESS STEEL	REGENCY		NEW, OR EQUAL
19	MOP SINK	EXISTING	EXISTING		HD,CW/HW, EXISTING
20	POS	TBD	TBD	G.C. TO COORDINATE W/ OWNER	ELEC, NEW, OR EQUAL
21	WATER HEATER	AMERICAN STANDARD	100 GALLON, 199,000 BTU		GAS/CW/HW NEW, OR EQUAL
22	ICE CREAM DIPPER WELL	15"WX5-1/2"DX7"H, DRAIN: 1", INLET: 7/16"	REGENCY 600DW15		CW, NEW, OR EQUAL

1. G.C. TO COORDINATE ALL THE EQUIPMENT SPECIFICATION WITH THE OWNER.
2. G.C. TO SUBMIT SHOP DRAWING TO OWNER AND VERIFY ALL THE DIMENSION OF FURNITURE WITH THE OWNER BEFORE INSTALL.
3. G.C TO VERIFY PROVIDER OF ALL THE EQUIPMENT WITH OWNER BEFORE CONSTRUCTION START.
4. COMMERCIAL COOKING EQUIPMENT SHALL BE IN ACCORDANCE WITH NFPA 96, STANDARD FOR VENTILATION CONTROL AND FIRE PROTECTION OF COMMERCIAL COOKING OPERATIONS, UNLESS EXISTING INSTALLATIONS, WHICH SHALL BE PERMITTED TO BE CONTINUED IN SERVICE, SUBJECT TO APPROVAL BY THE AUTHORITY HAVING JURISDICTION PER 2018 NFPA.
5. NEWLY INTRODUCED CONTAINERS FOR RUBBISH, WASTE, OR LINEN, WITH A CAPACITY OF 20 FAL OR MORE, SHALL MEET WITH 2018 NFPA 36.7.6. AND 10.3.9.
6. COOKING EQUIPMENT SHALL BE PROTECTED IN ACCORDANCE WITH NFPA 9.2.3.
7. GC COORDINATE WITH OWNER TO PROVIDE LOCKER FOR EMPLOYEES' PERSONAL BELONGING.
8. GC COORDINATE WITH OWNER TO PROVIDE SHELVING OR CABINET FOR CLEANING SUPPLY.

HEALTH DEPARTMENT NOTE:

1. ALL PLUMBING SHALL BE INSTALLED ACCORDING TO THE LOCAL PLUMBING CODE STANDARD.
2. A GREASE TRAP IS EXISTING, THE SIZING CALCULATION IS SHOWN BUT IS TO BE APPROVED BY THE COUNTY.
3. CHECK WITH LOCAL MUNICIPALITY AND AGENCIES TO ENSURE SELECTION OF MATERIALS TO BE USED WILL BE APPROVED AS THEY MAY REQUIRE MORE THAN WHAT IS REQUIRED BY OUR REGULATIONS.
4. THE LIGHT INTENSITY SHALL BE A MINIMUM OF 10 FOOT CANDLES ABOVE THE FLOOR IN THE DRY FOOD STORAGE AREAS.
5. THE LIGHT INTENSITY SHALL BE A MINIMUM OF 20 FOOT CANDLES AT THE SURFACE WHERE FOOD IS PROVIDED FOR CONSUMER SELF-SERVICE OR INSIDE EQUIPMENT, SUCH AS REACH-IN COOLERS.
6. THE LIGHT INTENSITY SHALL BE A MINIMUM OF 50 FOOT CANDLES IN THE FOOD PREPARATION AND UTENSIL WASHING AREAS.
7. SOAP, HAND WASHING SIGNS, AND SANITARY TOWELS SHOULD BE LOCATED AT EACH HAND SINKS.
8. THERE SHOULD BE AN AREA TO STORE PERSONAL ITEMS AND TOXIC MATERIALS.
9. THE THREE-COMPARTMENT SINK MUST BE SEALED TO THE WALL.
10. A DRYING RACK IS NEEDED FOR CLEAN DISHES AND UTENSILS.
12. ANY LIGHTING ABOVE THE FOOD PREP OR WAIT STATIONS REQUIRE LENSES IN THE FIXTURES OR SHATTER RESISTANT, TEF-LON OR COATED LAMPS TO PROTECT AGAINST BROKEN GLASS FALLING ONTO THE FOOD OR BEVERAGES.

Y STUDIO, LLC
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FAX: 770.242.0257
EMAIL: LOUIS@THEYSTUDIO.COM

INTERIOR BUILD-OUT FOR
ANTOJOLANDIA
2851 COBB PKWY N.W.
SUITE 210
KENNESAW, GA 30152

SEAL:

GEORGIA
CHUNG CHENG CHANG
REGISTERED ARCHITECT

FOR

2851 COBB PKWY N.W.
SUITE 210
KENNESAW, GA 30152

RELEASES / DATES

DATE:
DATE:
DATE:
DATE:
DATE:

NOT FOR CONSTRUCTION ☐
RELEASED FOR CONSTRUCTION ☒

DRAWN BY
REVIEWED BY

SHEET TITLE

EQUIPMENT PLAN

DATE: 03.24.2023
PROJECT NUMBER: Y2023-A101-01

SHEET NUMBER

A-3.0

Y STUDIO, LLC COPYRIGHT 2023

State of _____GA_____ Rev. 1343D17

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this _12_ day of _August__, 2024__, by and between:

Landlord: **Covalasco Properties LLC**., an ☐ individual ☒ entity located at **2851 Cobb Pkwy NW, Kennesaw, GA, 30152** and

Tenant: **Antojoland LLC** , an ☐ individual ☒ entity located at **2851 Cobb Pkwy NW Suite 210, Kennesaw, GA, 30152**

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of: (Check one)

☐ A building
☐ An office space in the building complex
☐ A retail store in the building complex
☒ A restaurant in the building complex
☐ An industrial space in the building complex
☐ A warehouse in the building complex
☐ Other: _____

(☒ known as "**Kings Crossing II**" located at **2851 Cobb Pkwy NW, Kennesaw, GA, 30152**

A) Size of Premises. The Demised Premises consists of approximately **3000** square feet and comprises approximately __**10**___% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. (Check one)

☐ Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes,

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☐ Landlord agrees that during the term of this agreement, Tenant has the right to store personal property in the _____ [Description of storage facilities] at their own risk. Landlord will not be responsible for any loss, theft, or damage of items stored by the Tenant.

Fee (Check one)

☐ Tenant will pay Landlord a fee of $_____ on a: (Check one)

- ☐ Daily basis for the use of such facilities.
- ☐ Weekly basis for the use of such facilities.
- ☐ Monthly basis for the use of such facilities.
- ☐ Other: _____ basis for the use of such facilities.

☐ Tenant will NOT pay Landlord for the use of such facilities.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. Term of Lease. The term of this Agreement shall commence on _____, 20___ ("Commencement Date") and ending at midnight on _____, 20___ ("Termination Date").

Renewal (Check one)

☐ This Lease may NOT be renewed.

☒ This Lease may be renewed.

A) Renewal. Provided Tenant is not in default in the performance of this Agreement, Tenant shall have the option to renew this Agreement for an additional _____5_____ year term(s) commencing on the Termination Date by providing notice as described in subsection B herein.

Rent Increase (Check one)

☐ Rent will NOT be increased. All of the terms and conditions of this Agreement shall apply during each renewal term.

☒ Rent will be increased. All of the terms and conditions of this Agreement shall apply during each renewal term, except that the Base Rent shall be increased by: (Check one)

- ☒ _____2_____% each renewal term.
- ☐ $_____ each renewal term.

B) Notice of Renewal. The option to renew this lease pursuant to subsection A above shall be exercised by providing written notice given to Landlord not less than ___60___ days prior to the Termination Date. If written notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

4. Rental Terms. With respect to the terms of the rental:

A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, **$**[redacted], payable on a: (Check one)

☐ Weekly ☐ Quarterly

☒ Monthly ☐ Semi-annual

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☒ Tenant shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

Tax Included in Rent (Check one)

☐ Taxes are NOT included in Rent. All such tax obligations shall be payable in addition to the Rent paid under this Agreement.

☐ Taxes are included in Rent. Such taxes and assessments are included in the Rent and shall be paid directly by Landlord.

☒ Taxes are included in Rent, including any increase in real estate property tax. In the event there is any increase during any year of the term of this Agreement in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Agreement commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Landlord upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and the Real Property, proportioned or designated to upon which the Demised Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of this Agreement, the obligation of Tenant shall be proportionate to the portion of the lease term included in such year. All such tax obligations of Tenant hereunder shall be added to and become part of the Rent paid under this Agreement.

D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

Operating Costs Statements (Check one)

☐ Not applicable. Operating costs shared by the building are NOT included in the Base Rent.

☒ Landlord agrees, on request, to provide statements to Tenant as to the manner of computation of any and all charges due from Tenant under the terms of this Agreement, and an itemization of the various costs included therein. Landlord shall provide such statements on a/an: (Check one)

☐ Monthly basis ☐ Quarterly basis ☐ Annual basis ☐ Other: _____

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid ____**10**____ days after it is due, a late charge equal to (Check one) ☐ _____% of the monthly rent

☒ **$**_____**25**____ per day ("Late Charge"), not to exceed the maximum amount allowed by law, shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

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clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances.

Janitorial Services (Check one)
☒ Tenant shall provide its own janitorial services.
☐ As agreed by both parties, Landlord shall provide janitorial services and shared costs will be included in the Operating Cost.

Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows: (Check all that apply)

☐ **I.** All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

☒ **II.** No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

☒ **III.** No smoking in the Demised Premises or within _____ feet or any doorway.

☐ **IV.** All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

☐ **V.** No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

☐ **VI.** No loudspeaker, television, phonograph, juke-box, radio, or other device shall be used in a manner so as to be heard other than by persons who are within the Demised Premises without the prior written consent of Landlord.

☐ **VII.** No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

☐ **VIII.** Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

☐ **IX.** Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

☐ Landlord shall NOT provide fixtures or furnishings.

D) Personal Property Taxes of Tenant. (Check one)

☐ Landlord shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises.

☒ Tenant shall pay before delinquency all taxes assessed against Landlord's fixtures, furnishings, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Landlord shall become due and payable by Tenant within _____**45**_____ days after written notice from Landlord.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following: (Check all that apply)

☒ Foundation and structural components of the building
☒ Exterior walls but excluding (windows, doors, window and door frames, plate glass)
☒ Roof, gutters and downspouts
☐ Parking lot
☐ Driveway
☐ Sidewalks
☐ Other: _____

(Check or cross out) ☐ However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant.

Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following: (Check all that apply)

☒ Heating, ventilation and air conditioning systems
☒ Plumbing
☒ Electrical systems

☐ The replacement of all broken glass and cracked glass relating to the interior or exterior of the demised premises
☐ Other: _____

C) Remodeling. Tenant shall not do the following: (Check all that apply)

☐ Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord.
☐ Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
☐ Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within _____ days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Tenant's Public Liability and Property Damage Insurance. Tenant shall purchase and maintain public liability and property damage insurance insuring against loss, cost and expense by reason of injury to or the death of persons or damage to or the destruction of property arising out of or in connection with the occupancy or use by Tenant, its employees, agents and assigns, of the Demised Premises and/or the Common Area, such insurance (☐ to include Landlord as an additional Insured, to be carried with an insurer and) to have: (Check one)

☒ A minimum aggregate policy in the amount of no less than $[redacted]
☐ Limits of liability of not less than $_____per occurrence on a combined single limit basis

and a deductible no greater than $_____.

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(Check one) ☐ Landlord ☐ Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

B) Other Signs. (Check one)

☐ All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld.

☐ Other signs affixed by Tenant shall NOT require Landlord's approval.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises. (Check all that apply)

☐ Water	☒ Power
☒ Gas	☒ Telephone
☒ Heat	☒ Internet
☒ Light	☐ Sewage Disposal
☐ Other: _____	

In turn, Landlord will be responsible for making payments for the following utilities:

☒ Water	☐ Power
☐ Gas	☐ Telephone
☐ Heat	☐ Internet
☐ Light	☒ Sewage Disposal
☐ Other: _____	

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within _____ days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than _____% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemnor and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within _____ days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within _____**30**____ days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than _____**30**_____ days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or

heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Ciro Cavarubias	Ciro Cavarubias
Landlord Signature	**Landlord** Name
Landlord Name	**Representative** Name and Title
	Abraham De Niz Cavarubias
Tenant Signature	**Tenant** Name
Tenant Name	**Representative** Name and Title

INITIAL ADN DATE 08/12/24

I have made application with the City of Kennesaw at the business license office for a **Beer and Sunday Sales Retail Pouring License for: Antojoland, LLC d/b/a Antolandandia located at 2851 Cobb Pkwy NW Ste 210 Kennesaw, GA 30152**.

The Mayor and City Council will hear said request on June 2, 2025 at 6:30 p.m. at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

Natalia Rendon	Antojoland, LLC
Licensee	Name of Establishment

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 2, 2025

TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 2, 2025

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

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None