

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 16, 2025 6:30 PM

Council Chambers

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

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

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Call to Order**
- 4. Announcements**
- 5. Presentations**
 - A. Presentation: Honoring David Lyons for 14 years of service to the Kennesaw Downtown Development Authority**
 - B. Recognition: Promotion of Kennesaw Police Department Sergeant and Lieutenant**
- 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. FINAL 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. Case# MISC2025-04.

11. Consent Agenda

- A. **Minutes: May 27, 2025 Work Session**
Approval of the May 27, 2025, City Council work session minutes.
- B. **Minutes: May 27, 2025 Executive Session**
Approval of the May 27, 2025, City Council executive session minutes.
- C. **Minutes: May 28, 2025 Special Called**
Approval of the May 28, 2025, City Council special called meeting minutes.
- D. **Minutes: May 30, 2025 Special Called**
Approval of the May 30, 2025, City Council special called meeting minutes.
- E. **Minutes: May 30, 2025 Executive Session**
Approval of the May 30, 2025, City Council executive session minutes.
- F. **Minutes: June 2, 2025 Regular Meeting**
Approval of the June 2, 2025, City Council regular meeting minutes.
- G. **Road Closure: City Hall RTU Replacement**
Consideration to approve a road closure for J.O. Stephenson Avenue on June 20, 2025, from 8:00 a.m. to 8:00 p.m. to support the replacement of a HVAC Rooftop Unit for City Hall.
- H. **Resolution: Woodland Acres Sidewalk Improvements Phase VIII**
Consideration for approval of a Resolution authorizing the bid and award contract for the Community Development Block Grant (CDBG) Woodland Acres Sidewalk Improvements Phase VIII.
- I. **Resolution: 2025-2026 Main Street Affiliate Memorandum of Understanding**
Consideration for approval of a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and the Georgia Department of Community Affairs for the Georgia Affiliate Main Streets Program.
- J. **Final Plat Application: 1994, 2004 & 1972 Duncan Dr**
Approval of the final plat application submitted by Gunnin Land Surveying; this plat will revise the lot lines for lots 7-12, 13-19 and 27-31 within the townhome subdivision known as Devin's Shire (Parcel number 20013804350). Case# FP2025-02

12. General and Administrative

13. Public Safety

- A. **Crime Stats: May 2025**
Consideration to accept the May 2025 crime statistics.

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: Miranda Taylor, Downtown / Main Street Manager
DATE: June 16, 2025
TITLE: **Presentation: Honoring David Lyons for 14 years of service to the Kennesaw Downtown Development Authority**

Summary:

David Lyons has served as a member of the Kennesaw Downtown Development Authority for 14 years. We wish David all the best in his retirement, and thank him for his dedicated service to Downtown Kennesaw!

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: June 16, 2025
TITLE: **Recognition: Promotion of Kennesaw Police Department Sergeant and Lieutenant**

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: June 16, 2025

TITLE: **FINAL 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. Case# MISC2025-04.

Summary:

The City of Kennesaw is required to adopt an annual report on the Capital Improvement Element and the Short Term Work Program. The Atlanta Regional Commission and the Georgia Department of Community Affairs completed the regional review of the 2025 CIE Update for the City of Kennesaw. The Georgia Department of Community Affairs has determined that the updates conform to the Development Impact Fee Compliance Requirements. Renewal of Qualified Local Government (QLG) status is contingent on local adoption of the update. This annual report and adoption is required for all jurisdictions that collect development impact fees. This is the final of two (2) required public hearings with adoption to be considered at the June 16, 2025, Mayor and Council meeting at 6:30 PM.

Recommendation:

The Zoning Administrator recommends adoption of the annual report on the Capital Improvement Element and Short Term Work Program.

Fiscal Impact:

Attachments:

1. RES 2025 - CIE/STWP Updates
2. 2025-2029 Capital Improvement Projects
3. Annual Fee Financial Report FY 2023-2024
4. Draft Annual STWP2025-2029 ds

5. MISC2025-04 Legal Ad-CIE Final adoption
6. MISC2025-04 Legal Ad 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 Affairs have completed their review and have informed the City that they have determined that the submittal complies with the Development Impact Fee and the Minimum Standards and Procedures for Local Comprehensive Planning.

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

PASSED AND ADOPTED by the City of Kennesaw Mayor and Council on this _____ day of June 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	Community Facilities	Traffic Improvements-Rutledge rd, Cathey In, 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 retention efforts	2024	2025	\$8,000	KDA & KDDA	Economic Development
2	Community Facilities	Evaluate master trail system tie-in to Cobb County System	2024	2025	N/A	N/A	Planning and Zoning/parks and recreation
3	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 prioivate 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 In, 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 revitalize 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 issues	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 In, 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 appropriate for redevelopment	2025	2026	N/A	N/A	Planning and Zoning
13	Community Facilities	Establish strategies and priorities for funding road improvements needed in the city in conjunction with county, state, regional and federal agencies.	2025	2026	N/A	N/A	Public Works/Economic Development
14	Land Use	re-evaluate needs for student housing demand	2025	2026	NA	NA	Planning and Zoning
15	Community Facilities	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.

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Agency:

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AUTHORIZATION

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

Name (print or type)

Name (signature)

MDJ-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

6:30 P.M. The final addition hearing will be held on Tuesday, June 15, 2021 at 6:30 P.M. Meetings will be held in the City of Austell City Council Chambers, 1000 Peachtree Dunwoody Road, N.E., Suite 300, Georgia. Any interested persons may attend and submit relevant information thereto.

5-23-2020

MDJ-4843
City of Austell
City of Austell

The City of Austell hereby advises all interested parties that the City is seeking approval for a special land use permit request for a new 100,000 sq. ft. property located in Lot 1 and 2, Section 38 of the 16th District, 2nd Parcel (2020-002080 - 283 Veterans Memorial Highway) located in the City of Austell for approval to use vehicle sales. The Planning and Zoning Commission will hold a public hearing on the application on Tuesday, June 10, 2021 at 6:30 P.M. in the City Council Chambers located at 1000 Peachtree Dunwoody Road and Mayor Council will hold an additional meeting on Tuesday, June 15, 2021 at 6:30 P.M. at 7:00 P.M. in the City of Austell Chamber located at 1000 Peachtree Dunwoody Road, N.E., Suite 300, Georgia. Any interested persons may attend the public hearing and submit relevant information thereto.

O.C.G.A. 36-67A-3, any applicant for rezoning and any applicant for a special use permit must make a campaign contribution or file a disclosure of financial interest with the local government official within two (2) years immediately preceding the filing of the application for rezoning shall file a disclosure of financial interest with the local government or any of its officials.

MDJ-4044
GPN-16
City of Austell

Public Hearings
The City of Australia has received applications from a Public Hearing to give consideration to the following applications:
Acquisitions: Lof for premises located at 1221, 1223, 1225, 1227, 1229, 1231, 1233, 1235, 1237, 1239, 1241, 1243, 1245, 1247, 1249, 1251, 1253, 1255, 1257, 1259, 1261, 1263, 1265, 1267, 1269, 1271, 1273, 1275, 1277, 1279, 1281, 1283, 1285, 1287, 1289, 1291, 1293, 1295, 1297, 1299, 1301, 1303, 1305, 1307, 1309, 1311, 1313, 1315, 1317, 1319, 1321, 1323, 1325, 1327, 1329, 1331, 1333, 1335, 1337, 1339, 1341, 1343, 1345, 1347, 1349, 1351, 1353, 1355, 1357, 1359, 1361, 1363, 1365, 1367, 1369, 1371, 1373, 1375, 1377, 1379, 1381, 1383, 1385, 1387, 1389, 1391, 1393, 1395, 1397, 1399, 1401, 1403, 1405, 1407, 1409, 1411, 1413, 1415, 1417, 1419, 1421, 1423, 1425, 1427, 1429, 1431, 1433, 1435, 1437, 1439, 1441, 1443, 1445, 1447, 1449, 1451, 1453, 1455, 1457, 1459, 1461, 1463, 1465, 1467, 1469, 1471, 1473, 1475, 1477, 1479, 1481, 1483, 1485, 1487, 1489, 1491, 1493, 1495, 1497, 1499, 1501, 1503, 1505, 1507, 1509, 1511, 1513, 1515, 1517, 1519, 1521, 1523, 1525, 1527, 1529, 1531, 1533, 1535, 1537, 1539, 1541, 1543, 1545, 1547, 1549, 1551, 1553, 1555, 1557, 1559, 1561, 1563, 1565, 1567, 1569, 1571, 1573, 1575, 1577, 1579, 1581, 1583, 1585, 1587, 1589, 1591, 1593, 1595, 1597, 1599, 1601, 1603, 1605, 1607, 1609, 1611, 1613, 1615, 1617, 1619, 1621, 1623, 1625, 1627, 1629, 1631, 1633, 1635, 1637, 1639, 1641, 1643, 1645, 1647, 1649, 1651, 1653, 1655, 1657, 1659, 1661, 1663, 1665, 1667, 1669, 1671, 1673, 1675, 1677, 1679, 1681, 1683, 1685, 1687, 1689, 1691, 1693, 1695, 1697, 1699, 1701, 1703, 1705, 1707, 1709, 1711, 1713, 1715, 1717, 1719, 1721, 1723, 1725, 1727, 1729, 1731, 1733, 1735, 1737, 1739, 1741, 1743, 1745, 1747, 1749, 1751, 1753, 1755, 1757, 1759, 1761, 1763, 1765, 1767, 1769, 1771, 1773, 1775, 1777, 1779, 1781, 1783, 1785, 1787, 1789, 1791, 1793, 1795, 1797, 1799, 1801, 1803, 1805, 1807, 1809, 1811, 1813, 1815, 1817, 1819, 1821, 1823, 1825, 1827, 1829, 1831, 1833, 1835, 1837, 1839, 1841, 1843, 1845, 1847, 1849, 1851, 1853, 1855, 1857, 1859, 1861, 1863, 1865, 1867, 1869, 1871, 1873, 1875, 1877, 1879, 1881, 1883, 1885, 1887, 1889, 1891, 1893, 1895, 1897, 1899, 1901, 1903, 1905, 1907, 1909, 1911, 1913, 1915, 1917, 1919, 1921, 1923, 1925, 1927, 1929, 1931, 1933, 1935, 1937, 1939, 1941, 1943, 1945, 1947, 1949, 1951, 1953, 1955, 1957, 1959, 1961, 1963, 1965, 1967, 1969, 1971, 1973, 1975, 1977, 1979, 1981, 1983, 1985, 1987, 1989, 1991, 1993, 1995, 1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019, 2021, 2023, 2025, 2027, 2029, 2031, 2033, 2035, 2037, 2039, 2041, 2043, 2045, 2047, 2049, 2051, 2053, 2055, 2057, 2059, 2061, 2063, 2065, 2067, 2069, 2071, 2073, 2075, 2077, 2079, 2081, 2083, 2085, 2087, 2089, 2091, 2093, 2095, 2097, 2099, 2101, 2103, 2105, 2107, 2109, 2111, 2113, 2115, 2117, 2119, 2121, 2123, 2125, 2127, 2129, 2131, 2133, 2135, 2137, 2139, 2141, 2143, 2145, 2147, 2149, 2151, 2153, 2155, 2157, 2159, 2161, 2163, 2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 257

City of Austell
 The City of Austell hereby invites any and all interested parties to submit an application for a rezoning request by Sustainable Communities, LLC for properties located at 24 and Long Lake Pkws. Parcels 4, 5 and 6, located in the City of Austell, Cobb County, Georgia. The Tax Parcel Numbers are: 0181300040, 0181300050 and 0181300060. The City of Austell is seeking to rezone the tract from PUD with Flexibilities to a Residential Single-Family zoning in the City of Austell. The rezoning, if approved, will also require a rezoning of the adjacent property owned by Manassah Planning and Zoning Commission. The applicant, Sustainable Communities, LLC will hold a Public Hearing on this matter on Monday, November 4th at 7:00 PM at the City of Austell City Hall located at 5000 Austell Parkway Springs Road, Austell, Georgia 30106. The interested parties may also wish to be heard related to this matter. For more information, please contact the City of Austell at 770-426-1100.
 *Pursuant to O.C.G.A. 36-6A-73, any applicant for a rezoning action who has a net worth of \$250,000 or more to a local government official within two (2) years of the filing of the application for rezoning shall be ineligible to be heard on the application. The applicant for rezoning shall be ineligible to be heard on the application for two (2) years after the day prior to the first hearing by the City of Austell Planning and Zoning Commission on the rezoning application." (123-30-25)

City of Austell
The City of Austell hereby gives notice of a public hearing to be held on the application for a special land use permit requested by SDP Associates, LLC for the following parcels:
Parcels 27 and 28: Land Lot 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842,

MD-3365
GPN-17
NOTICE OF PUBLIC SALE
Due to owners' lien, Kennesaw Self Storage, Inc. ("Kennesaw Self Storage"), GA 30144, will sell contents of:
Jordan Jorjano, unit #D01173, Misc.
Euvaronda Gluze, unit #C015, Misc.
Misc. Items, sale on or after **04/25/21**, at 6:00pm. All items are to be sold "AS IS".
Terms: Payment is due the day of pickup. ID required.
Call: 770-426-1163-2329

MD-3329
GPN-17
Notice is hereby given that Extra Storage, Inc. ("Extra Storage"), will sell contents of public auction, to satisfy the lien of the owner, of the following items. The items are belonging to those individuals listed below:
1587 Tiborcan Parkway SE, Smyrna, GA
30087 426-467-4677 Auction Date: 04/25/21
1004 Tom-Wilson-House Hold Items
1004 Tom-Wilson-House Hold Items
1021 Souleymane-LV-House Hold Items
1021 Souleymane-LV-House Hold Items
3047 Sals Herrst-House Hold Items
3047 Sals Herrst-House Hold Items
3026 Aleisha Murrel-House-Hold Items
4038 Golf Bay-House Hold Items
4038 Golf Bay-House Hold Items
4713 Tryvette Evelyn-House Hold Items
4713 Tryvette Evelyn-House Hold Items
All items are to be sold "AS IS" and viewed on
www.storagesales.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 P.M. The final adoption hearing is scheduled for a meeting on June 16, 2025 at 6:30 P.M. 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-4012



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: June 16, 2025
TITLE: **Minutes: May 27, 2025 Work Session**
Approval of the May 27, 2025, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-05-27 City Council Draft Work Session 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 27, 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 Assistant City Attorney Fred Bentley, Jr.
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1. Invocation

2. Pledge of Allegiance

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

8. Committee and Board Reports

9. 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.

Zoning Administrator Darryl Simmons presented a resolution to adopt the updated Capital Improvement Element (CIE) and Short-Term Work Program (STWP) for the five-year planning period of 2025–2029. He noted that the update is a statutory

requirement, as the City collects impact fees, and must be adopted annually by June 30. The report has been reviewed by both the Atlanta Regional Commission and the Georgia Department of Community Affairs, both of which recommended adoption. Public hearings are scheduled for June 2, 2025, and June 16, 2025, with final adoption slated for June 16, 2025.

10. 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.

11. 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

Business License Manager Mariyah Nall presented 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 Highway NW Suite 100. The applicant has completed the required alcohol workshop per Kennesaw Code of Ordinances section 6-36. The current application and background check results are on file. Ms. Nall stated that 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 section 6-42 and 6-43.

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

Ms. Nall presented 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 Street. The applicant has completed the required alcohol workshop per section 6-69. Signs have been posted, and it has been property advertised per Section 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 section 6-42 or 6-43.

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.

Ms. Nall presented a retail pouring alcohol license for beer and Sunday sales for Antojoland, LLC d/b/a Antolandandia located at 2851 Cobb Parkway NW, Suite 210. The applicant has completed the required alcohol workshop per section 6-69. Signs have been posted, and it has been properly advertised per section 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 section 6-42 and 6-43. Section 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Section 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.

12. Public Safety

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

A. 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.

Parks and Recreation Director Bill McNair presented a resolution authorizing the Mayor to execute an agreement with PYRO Shows East Coast Inc. for a 25-minute firework show on July 3.

Mayor Pro Tem Ferris joked that he wants a 30-minute fireworks show next year.

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

16. Community Development

17. Public Comments

6:35 p.m. Floor Open for Public Comments

No comments.

6:36 p.m. Floor Closed for Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney said the City is keeping its eye on the weather for the concert this Friday. CSX gave the City a couple of hours' notice that they would be closing the railroad crossing at Cherokee Street tomorrow, Wednesday, May 28 at 8:00 a.m. until Thursday, May 29 at 8:00 p.m.

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

A. Discussion: Cannabis Decriminalization

Discussion item requested by Councilmember Gutierrez regarding reducing the misdemeanor punishment (less than one ounce), from up to a \$1000 fine and one-year sentence, to a more reasonable \$35 fine and/or community service.

Councilmember Gutierrez advocated for a harm-reduction ordinance aimed at decriminalizing cannabis possession of less than one ounce at the local level. He distinguished decriminalization from legalization and argued that cities have the authority to reduce penalties for misdemeanor cannabis possession. He emphasized that the current laws disproportionately burden individuals for minor infractions, noting the high costs of incarceration versus revenue from fines. He proposed reducing penalties to a \$35 fine or community service for possession of under one ounce, without jail time. For the complete transcript of his introduction, please see **Exhibit A**.

Councilmember Orochena thanked Councilmember Gutierrez for raising the issue and reviewed comparative fine amounts for other offenses, noting that the current fine for minor marijuana possession (\$615 with fees) is significantly higher than for more severe violations, such as reckless driving or fleeing police. She expressed concern that the penalties were disproportionate and supported the need for review.

Mayor Pro Tem Ferris questioned the timing and intent behind the discussion item. He acknowledged that while private use is not actively pursued by law enforcement, lowering the fine does not equate to true decriminalization, as the offense would still appear on an individual's record. He also raised concerns about impaired driving and mental health impacts, referencing Cannabis Use Disorder.

Assistant City Attorney Fred Bentley, Jr. noted that to his knowledge, the City has not prosecuted a case for misdemeanor possession in the last two years. Since the state's crime lab will not test for less than one ounce, most are not going to write a citation for it.

Mayor Easterling questioned the claim that marijuana use results in no deaths, noting the difficulty in measuring impairment. He reiterated concerns about public safety and stated his preference for maintaining alignment with state law.

Councilmember Gutierrez responded that his focus was solely on possession, not impaired driving, which remains illegal. He argued that a prison sentence for minor possession is not appropriate and reiterated the need for a written policy to reflect current enforcement practices.

Chief of Police Bill Westenberger stated that the department's primary concern is public safety. He noted that citations for minor possession are rare, and enforcement priorities focus more on impaired driving. He stated that any arrest results in a record and discussed the broader implications of cannabis use, including substance lacing and potential economic impacts.

Councilmember Viars inquired whether reducing the fine and removing jail time constituted decriminalization. It was clarified by staff and the City Attorney that decriminalization would require state-level action, and any local changes would not alter the criminal status of the offense.

Councilmember Jones proposed postponing the item, citing the absence of active enforcement and a desire to avoid divisiveness ahead of the election. He also suggested gathering additional research before proceeding.

Following further discussion, Councilmember Gutierrez agreed to withdraw the item and revisit the conversation at a later date to allow for more research and possible consensus.

21. Executive Session

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

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 legal, motion seconded by Councilmember Jones.

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

7:28 p.m. Recess to Executive Session

Mayor, City Council, City Manager, City Clerk, and Assistant City Attorney attended Executive Session.

7:45 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.

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

22. Adjourn

Mayor Easterling adjourned the meeting at 7:46 p.m. The regular meeting will be held on Monday, June 2, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

Today I wanted to discuss the idea of cannabis decriminalization and the importance of passing a harm reduction ordinance. So were all on the same page a harm reduction ordinance is a law passed by a city or county that aims to reduce negative consequences associated with drug use in an effort to create a safer and equal environment. Again, I'm talking about decriminalization, not legalization. As a city, yes, we are limited on what we can do in the scope of this topic, but we do have power at the misdemeanor level. A misdemeanor, or minor wrongdoing, is a less severe crime that gets handled by the local jurisdiction, so as to not flood state courts with minor cases. In Georgia, cannabis possession of less than 1 ounce with no intent to distribute is a misdemeanor, and with current guidelines can be punished by up to a \$1000 fine and/or up to a year in prison. As of right now cannabis is legal for medical and/or recreational use in 38 states, the district of Columbia, and 3 US territories, but Georgia is a bit behind on the issue being one of only 9 states where cannabis is not at minimum decriminalized and has no comprehensive medical program. That being said, we are seeing municipalities passing their own guidelines. There are currently 17 representing over 1.5 million Georgians. Some noticeable ones are; Savannah, South Fulton, Atlanta, Augusta, Athens, and Macon-Bibb county. These municipalities have their punishments as a simple fine ranging from \$35, the state minimum, to up to \$500, with no prison requirements.

Let's be frank and honest with ourselves, the war on cannabis was one designed to misinform the public using anti-immigrant propaganda funded by anti-hemp lobbies that would benefit from the criminalization of the resource. And by a government that could use the hysteria to suppress the voting power of bases that don't support them. You may have noticed ive been using the scientific name of cannabis, instead of the more common term "marijuana". I do this because just the name itself is proof of the racist propaganda that's been used on the public for over 100 years because marijuana is how many Latin American countries refer to it. This is used to create a bogeyman that stokes from anti-brown mentality.

If you wanted more proof of this, here's a direct quote from then U.S. Narcotics Commissioner Harry Anslinger as he testified before Congress in the hearings that would result in federal restrictions on marijuana in 1937. "I wish I could show you what a small marihuana cigaret can do to one of our degenerate Spanish-speaking residents. That's why our problem is so great; the greatest percentage of our population is composed of Spanish-speaking persons, most of who [*sic!*] are low mentally, because of social and racial conditions."

Another damning quote I would like to mention was one done by John Ehlichman, assistant to the president for domestic affairs, who worked directly with then president Nixon, who would start the "war on drugs".

“You want to know what this [war on drugs] was really all about? The Nixon campaign in 1968, and the Nixon White House after that, had two enemies: the antiwar left and black people. You understand what I’m saying?

We knew we couldn’t make it illegal to be either against the war or black, but by getting the public to associate the hippies with marijuana and blacks with heroin, and then criminalizing both heavily, we could disrupt those communities. We could arrest their leaders, raid their homes, break up their meetings, and vilify them night after night on the evening news. Did we know we were lying about the drugs? Of course we did.”

While we're on the subject let's debunk some popular myths mainly that Cannabis is deadly and has no benefits. In reality, Numbers directly from the CDC show a rate of absolutely zero deaths from a cannabis overdose, which has remained steady for decades. As for medical use we've seen cannabis be used to Reduce anxiety, Relieve pain and inflammation, Control chemotherapy-related nausea, Inhibit cancer cell growth, Ease muscle tightness in MS, and Enhance appetite in cancer and AIDS patients

And one final issue I would like to bring up is the costs of housing an inmate. Let's say an individual is caught with a gram of cannabis, an amount with a street value of less than \$10 and barely enough for one session of use. With our current laws this person could be put in prison for a whole year, which according to [usafacts.org](https://www.usafacts.org) would cost almost 30k in Georgia. When given the option between making money from a fine for a nonviolent minor drug offense and wasting \$30,000 of taxpayer funds, I think the choice should be obvious.

We as society need to admit the wrongs of our past and educate ourselves with new found information and begin to fix the disasters of the decisions made by those before us. This is why I believe Kennesaw needs to take a stand and follow in the steps of those who have already decriminalized cannabis. I believe all misdemeanor possessions with no intent to distribute should be the minimum \$35 fine with the option of community service to not have it placed on the individual's records. Instead of imprisoning someone for something that should have never been illegal in the first place we can instead use those resources to fight the actual substances damaging our communities and educate our citizens with harm reduction programs.

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
5/27/2025
Public Comment Sign-in**

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Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: June 16, 2025
TITLE: **Minutes: May 27, 2025 Executive Session**
Approval of the May 27, 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 16, 2025
TITLE: **Minutes: May 28, 2025 Special Called**
Approval of the May 28, 2025, City Council special called meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-05-28 City Council Special Called Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
May 28, 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 Assistant City Attorney Fred Bentley, Jr.
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1. Call to Order

Mayor Easterling led the Invocation and Pledge of Allegiance.

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

2. Public Comment

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

6:30 p.m. Floor Open for Public Comments

No comments.

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

3. New Business

A. Resolution: Service Delivery Strategy Agreement

Consideration to approve a Resolution adopting a Service Delivery Strategy agreement and authorizing the Mayor to sign the agreement forms.

Assistant City Attorney Fred Bentley, Jr. presented a resolution which adopts an updated Service Delivery Strategy (SDS) agreement and authorizes the Mayor to sign the corresponding documents.

Mr. Bentley explained that all participating cities and the County have approved the updated SDS agreement. The agreement is set to remain in effect for one year, due to a provision in the original agreement that required all parties to reset once the City of Mableton formally joined. He clarified that the City of Kennesaw's agreement would remain in effect for the remainder of its 10-year term. At the conclusion of the one-year

period, it will be determined whether another reset is necessary. At the time of this discussion, Mableton was the only jurisdiction yet to approve the agreement, but their council was meeting concurrently to consider it.

Mr. Bentley noted key changes in the agreement:

- The City of Mableton will agree to pay \$9.5 million for police services.
- After six months, Mableton will assume responsibility for its own stormwater maintenance.

He further informed the Council that while additional intergovernmental agreements will be brought forward at a later date, they will not impact the resolution being considered at this meeting.

Mr. Bentley urged the Council to approve the resolution and authorize the Mayor's signature so that the finalized agreement could be submitted to the Georgia Department of Community Affairs (DCA). He emphasized that the DCA has committed to an expedited review, and stressed the urgency of submission, noting that if the agreement is not accepted by June 1, the City risks losing its certified local government status. This could significantly impact the City's access to grant funding, certain regulatory authorities, and potentially affect its credit rating.

Motion by Councilmember Viars to approve [Resolution No. 2025-37](#) and authorize the Mayor to sign the agreement forms as presented. Seconded by Councilmember Jones.

Vote taken: Unanimous approval, 5-0. Motion passed.

4. Adjourn

Mayor Easterling adjourned the meeting at 6:36 p.m.

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 Special Called Meeting
5/28/2025**

Public Comment Sign-in

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Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: June 16, 2025
TITLE: **Minutes: May 30, 2025 Special Called**
Approval of the May 30, 2025, City Council special called meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-05-30 City Council Special Called Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
May 30, 2025
10:00 AM**

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

1. Invocation

Mayor Easterling led the Invocation.

2. Pledge of Allegiance

Mayor Easterling led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 10:00 a.m.

4. Public Comment

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

10:01 a.m. Floor Open for Public Comments

No comments

10:02 a.m. Floor Closed for Public Comments

5. Executive Session

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

Motion by Councilmember Gutierrez to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing legal, motion seconded by Councilmember Viars.

Vote taken: motion approved 4-0 [Councilmember Jones absent]. Motion passed.

10:02 a.m. Recess to Executive Session

Mayor, City Council, City Manager, Assistant City Manager, City Clerk, and Assistant City Attorney attended Executive Session.

10:27 a.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 Mayor Pro Tem Ferris.

Vote taken: motion approved 4-0 [Councilmember Jones absent]. Motion passed.

6. New Business

A. Resolution: Service Delivery Strategy

Consideration to approve a Resolution authorizing certain actions to secure legal action to resolve a dispute regarding the service delivery strategy for Cobb County; and for other purposes

Motion by Councilmember Viars to approve [Resolution No. 2025-38](#) authorizing certain actions to secure legal action to resolve a dispute regarding the service delivery strategy for Cobb County; and for other purposes, as presented. Seconded by Mayor Pro Tem Ferris.

Vote taken: motion approved 4-0 [Councilmember Jones absent].

7. Adjourn

Mayor Easterling adjourned the meeting at 10:28 a.m.

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 Special Called Meeting

5/30/2025

Public Comment Sign-in

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Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: June 16, 2025
TITLE: **Minutes: May 30, 2025 Executive Session**
Approval of the May 30, 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 16, 2025
TITLE: **Minutes: June 2, 2025 Regular Meeting**
Approval of the June 2, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-06-02 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/
June 2, 2025
6:30 PM**

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

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

5. Presentations

6. Public Comment

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

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

No comments.

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

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. FIRST PUBLIC HEARING: 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.

Zoning Administrator Darryl Simmons presented the first public hearing for a resolution to adopt updates to the Capital Improvement Element and Short-Term Work Program (CIE/STWP) for the 2025–2029 period. Each year, the City of Kennesaw is responsible for preparing and submitting this report for regional approval by the Atlanta Regional Commission and the Georgia Department of Community Affairs. The report is required for jurisdictions that impose impact fees on new development and is essential to maintaining the City's Qualified Local Government status. Approval by the Department of Community Affairs and adoption by resolution are necessary for compliance. This hearing is the first of two, with the final hearing and adoption scheduled for June 16, 2025.

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

No comments.

6:34 p.m. Floor Closed for Public Comments

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.

Resolution No. 2025-39

Motion by Councilmember Jones to approve the Consent Agenda engross. Seconded by Councilmember Orochena.

Vote taken: approved 4-0 [Councilmember Viars absent]. Motion passed.

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

Business License Manager Mariyah Nall presented 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 Highway NW, Suite 100. The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted, and the request 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 Section 6-42 and 6-43.

Motion by Councilmember Orochena to approve the 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 Highway NW, Suite 100 as presented. Seconded by Councilmember Jones.

Vote taken: approved 4-0 [Councilmember Viars absent]. Motion passed.

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

Ms. Nall presented 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 Street. The applicant has completed the required alcohol workshop per Section 6-69. Signs have been posted, and the request has been properly advertised per Section 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 Section 6-42 and 6-43.

Motion by Councilmember Jones to approve the retail pouring alcohol license for liquor, beer, wine, and Sunday Sales for SPC Kennesaw, Inc. d/b/a SuBourbon Bar located at 2718 Summers Street as presented. Seconded by Councilmember Gutierrez.

Mayor Pro Tem Ferris asked the owner, Michael Judvytis, to share his plans for SuBourbon Bar. Mr. Judvytis, who has been part of the Kennesaw community since 2018 as the owner of Pisano's Pizzeria & Italian Kitchen, is excited to revitalize the bar located next door to his restaurant. His vision for SuBourbon is to transform it into a restaurant and bar with a speakeasy atmosphere, offering both lunch and dinner

service, along with a large outdoor patio featuring garage-style doors.

City Attorney Sam Hensley, Jr. provided a clarification regarding the bar's name and previous ownership. He explained that a Consent Order from the License Review Board permitted SPC Kennesaw, Inc. to operate under the name SuBourbon Bar until tonight's meeting, when the new application was presented to the Mayor and Council.

Vote taken: approved 4-0 [Councilmember Viars absent]. Motion passed.

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.

Ms. Nall presented a retail pouring alcohol license for beer and Sunday sales for Antojoland, LLC d/b/a Antolandandia located at 2851 Cobb Parkway NW, Suite 210. The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted, and the request 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 indicates the distances of the business and a list of designated property lines or structures listed in Section 6-42 and 6-43. Section 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Section 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.

Motion by Councilmember Jones to approve a retail pouring alcohol license for beer and Sunday sales for Antojoland, LLC d/b/a Antolandandia located at 2851 Cobb Parkway NW, Suite 210 as presented. Seconded by Mayor Pro Tem Ferris.

Vote taken: approved 4-0 [Councilmember Viars absent]. Motion passed.

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.

6:43 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared the history of the Meyerhardt Lodge [See **Exhibit A**].

6:44 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney thanked the staff for a successful Kennesaw Concert Series event on Friday night and shared that he is looking forward to the next concert in two weeks, featuring a Michael Jackson tribute.

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 shared that he stepped outside his home to enjoy Friday night's concert and expressed his appreciation to Dr. Drobney and the city staff for a job well done.

Councilmember Gutierrez was unable to attend the concert as it was the day before his wedding—congratulations to him! Mayor Easterling asked to revisit the discussion item he withdrew from the last work session at the June 30 work session, upon returning from his honeymoon.

Councilmember Jones recognized and thanked city staff for their hard work and dedication in making the concert a success.

Councilmember Orochena announced that this Friday's First Friday Concert Series will take place at the Downtown Plaza at 7:00 p.m. She also highlighted a full lineup of events on Saturday, including the Sun Run 5K in the morning, a Tour Through Time at the Southern Museum, and the Outdoor Movie Series at Swift-Cantrell Park in the evening.

22. Executive Session

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

23. Adjourn

Mayor Easterling adjourned the meeting at 6:50 p.m. The next work session will be held

on Monday, June 9, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

KENNESAW HISTORY

Meyerhardt Lodge

The first Masonic lodge in the Cobb County was the Kennesaw Lodge, chartered in 1843 in Marietta. It was named after the nearby Kennesaw Mountain.

In 1890, a group of Kennesaw citizens led by T. J. Hardage began to organize a lodge of their own. Since a lodge already existed named after Kennesaw, they could not choose that title. Instead, they named it after Max Meyerhardt, a Masonic leader from Rome, Georgia.

Meyerhardt was born in Prussia in 1855, and his family moved to Rome when he was very young. He was a civic leader in the Rome area, and his father was a founder of the local synagogue. By the 1890s, he was a well-respected Mason across the state, so it made sense the new lodge in Kennesaw would choose him as a namesake.

Meyerhardt would later go on to become the Grand Master of the Grand Lodge of Georgia, and establish the Masonic Home of Georgia, a Macon orphanage. He died in 1923.



Max Meyerhardt
Image from the Masonic Home of Georgia

Presented by Andrew J. Bramlett at the June 2, 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
6/2/2025
Public Comment Sign-in**

	Name	Address	Topic
1	<i>Andrew J. Brarlitt</i>	<i>2490 Kennelwood Dr.</i>	<i>Local history</i>
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Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: June 16, 2025

TITLE: **Road Closure: City Hall RTU Replacement**
Consideration to approve a road closure for J.O. Stephenson Avenue on June 20, 2025, from 8:00 a.m. to 8:00 p.m. to support the replacement of a HVAC Rooftop Unit for City Hall.

Summary:

After a request for bids, the City entered into a contract with T&T Commercial Services, LLC to remove and replace a 105-ton rooftop HVAC unit on July 15, 2024. The road closure is to facilitate its removal and replacement on June 20, 2025, from 8:00 a.m. to 8:00 p.m. on J.O. Stephenson Avenue.

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: June 16, 2025

TITLE: **Resolution: Woodland Acres Sidewalk Improvements Phase VIII**
 Consideration for approval of a Resolution authorizing the bid and award contract for the Community Development Block Grant (CDBG) Woodland Acres Sidewalk Improvements Phase VIII.

Summary:

Staff solicited bids from qualified contractors to install sidewalk in association with the Community Development Block Grant (CDBG) program. The project will consist of installing approximately 7700 l.f. of 5' sidewalk and ADA ramps along Woodland Dr, Summit Wood Dr, Summit Creek Dr and Stone Wood Dr. The bid announcement was advertised in the Marietta Journal pursuant to City procurement policy. Eight bids were received with Lagniappe Development Co., Inc. being the lowest responsive bid in the amount of \$405,288.10.

Recommendation:

The Public Works Director recommends approval of bid and award of contract to Lagniappe Development Co., Inc. for the amount of \$405,288.10 and requests the Mayor to sign the attached resolution and contract.

Fiscal Impact:

100.1050.54.142000.00000 CDBG Projects

Attachments:

1. RES 2025 - CDBG 2024 Lagniappe Development Contract Award
2. CONTRACTOR AGREEMENT v20220105
3. Bid Log

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-_____

**RESOLUTION TO APPROVE A CONTRACT WITH LAGNIAPPE DEVELOPMENT
CO., INC. FOR SIDEWALK CONSTRUCTION PROJECT AS A PART OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

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

WHEREAS, the City of Kennesaw received funding from a Community Development Block Grant (CDBG) for sidewalk construction along Woodland Drive, Summit Wood Drive, Summit Creek Drive, and Stone Wood; and

WHEREAS, Lagniappe Development Co., Inc. has offered to perform the work associated with this project which includes construction of approximately 7700 l.f. of 5' sidewalk and ADA ramps along Woodland Drive, Summit Wood Drive, Summit Creek Drive, and Stone Wood; and

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with Lagniappe Development Co., Inc. for an amount not to exceed \$405,288.10 to perform this project.

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

CONTRACTOR AGREEMENT
CITY OF KENNESAW
WOODLAND ACRES SIDEWALK IMPROVEMENTS, PHASE VIII

This Agreement is executed this ____ day of June 2025 by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and Lagniappe Development Co., Inc., hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this Agreement, which are attached hereto by Exhibit “A” (hereinafter the “Project”) and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

1. Adequate Personnel; Conditions.

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

2. Duration.

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

3. Price.

The parties have stated the contract price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The contract price for the Project is four hundred five thousand, two hundred eighty eight dollars and ten cents (\$405,288.10).

4. Time of Essence.

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

5. Governing Law.

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

6. Assignments.

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

7. Modification.

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

8. Due Diligence.

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

9. Risk of Loss.

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

10. Invoices.

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

11. Taxes.

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

12. Permits and Licenses; Inspection; Tests.

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to the performance of the terms of this Agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

13. Termination for Cause.

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

14. Inspection and Testing.

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

15. Liquidated Damages.

In the event that the materials or services which form the subject of this Agreement are not delivered as set forth in this Agreement, the City may terminate this Agreement and recover liquidated damages in an amount set forth in the special provisions to this Agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this Agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies or services which form the subject of this Agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this Agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

16. Contract Documents.

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

17. Additional Security.

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

18. Accounting and Records Retention.

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Agreement and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional

charge to the City and shall be retained for at least six (6) years after expiration of this Agreement, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

19. Indemnification.

To the fullest extent permitted by law, the Contractor shall, at its sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its agents, officers, elected officials, attorneys, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

20. Severability.

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

21. New Materials.

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

22. Set-off.

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

23. Defective Materials.

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

24. Defective Materials-Liability.

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

25. Manufacturer's Warranties.

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

26. Notices.

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

27. Bid Bond.

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

28. Performance and Payment Bonds.

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement in an amount of one hundred and ten percent (110%) of the lump sum amount bid for the full and complete performance of this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the performance bond increasing the penal amounts of the bond to one hundred percent (100%) of the new Contract Sum and it shall obtain a written amendment to the payment bond increasing the penal amounts of the bond to one hundred and ten percent (110%) of the new Contract Sum effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City. The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this Agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this Agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

29. Change Orders.

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

of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Project as changed.

30. Variation in Quantity.

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

31. Rejection of Nonconforming Materials.

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

32. Inspection Facilities.

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the Project requirements nor impose liability on the City therefore.

33. Testing-Liability.

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

34. Inspections-Records.

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

35. Payments.

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

- (a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing the payments for materials and labor, including payments previously made to Subcontractors.
- (b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:
 - (i) Defective work not remedied;
 - (ii) Claims or liens filed;
 - (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
 - (iv) A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - (v) Damage to a Separate Contractor or to the City or a third party;
 - (vi) Failure to maintain a rate of progress consistent with the schedule; or
 - (vii) Failure to supply enough skilled workers or proper materials.

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

36. Termination for Cause.

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 46, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

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

37. Costs to Cure.

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13, Paragraph 36, or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor

shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated pursuant to the provisions of Paragraph 13, Paragraph 36, and/or Paragraph 40.

38. Force Majeure.

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

39. Title to Materials Upon Termination.

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

40. Review of Termination.

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

41. Additional Remedies.

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

42. Subcontractors.

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

43. Solicitation of Contract.

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

44. Termination for Convenience.

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall become effective by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 36, 37, 39, and 41 herein shall apply to the extent applicable.

45. Contractor's Duties upon Termination.

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

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

- (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the work covered by this Agreement or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

46. Termination-Claims.

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

47. Settlement of Claims.

Subject to the provisions of Paragraph 48, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 50 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

48. Payment of Claims.

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

- (a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the Agreement, appropriately adjusted for any saving of freight or other charges;
- (b) The total of:

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
- (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

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

49. Set-Offs from Payment.

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

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

50. Partial Termination.

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

51. Partial Price.

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

52. Records Inspection.

Unless otherwise provided for in this Agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this

Agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this Agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs or other authentic reproductions thereof.

53. Compliance

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

- (a) Contractor agrees that any payments made by it to any subcontractor, agent, or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal enacted Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.
- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].
 - (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.
- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying contract.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.

54. Insurance.

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

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

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

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

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

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

State of Georgia statutory limits required:

- (i) \$1,000,000.00;
 - (ii) \$1,000,000.00 each accident;
 - (iii) \$1,000,000.00 disease policy limit; and
 - (iv) \$1,000,000.00 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:
 - (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
 - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
 - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;

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

55. Georgia Security and Immigration Compliance Act Requirements.

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

56. Dispute Resolution.

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

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

ATTEST:

CITY OF KENNESAW, GEORGIA

Lea Alvarez, City Clerk

Derek Easterling, Mayor
City of Kennesaw

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ day of _____, 202__.

WITNESS

Notary Public
Commission Expires:

EXHIBIT "A"

SPECIAL STIPULATIONS

1. GENERAL

- 1.1 It is the intention of this specification to establish and define the work to be performed and, in addition, to determine the capability and experience of the contractor desiring to provide such services.
- 1.2 The project includes furnishing all labor, material, equipment for construction and related improvements as stated in the Scope of Work for subject project.

2. SCOPE OF WORK

- 2.1 The project consists of installing approximately 7700 l.f. of 5' sidewalk, 4" thick, and ADA ramps along the West side of Woodland to Sycamore Dr, along the East side of Woodland Dr from Sycamore Dr to Summit Wood Dr, along the North side of Summit Wood Dr to Summit Creek Dr, along the South side of Summit Creek Dr to Stone Wood Dr, along North side of Stone Wood Dr from Woodland Dr to Summit Wood Dr.
- 2.2 The removal of trees in the path of the sidewalks will be necessary and will be the responsibility of the contractor.
- 2.3 The removal and reset of fences in the path of the sidewalks will be necessary and will be the responsibility of the contractor.
- 2.3 The contractor shall be responsible for all excavation, sub-grade compaction, forming, pouring and finishing the concrete, and cleaning up the site including installing necessary topsoil and grassing to restore the disturbed area to its original condition.
- 2.4 All major utilities: electric, water, communications, gas and sewer are present within the project corridor. Contractor will be responsible for coordinating and obtaining the necessary approvals and permits associated with this project.
- 2.5 The quantities shown on the Unit Price Sheet are approximate only. The Bidder is solely responsible for verifying all quantities, means and methods for the work. The contract sum will only increase or decrease by a change in the project scope and change order approved by the City prior to the work being done.

CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS

BID FORM

Community Development Block Grant (CDBG) Sidewalk Improvement Project

TO: CITY OF KENNESAW

FROM: Lagniappe Development Co., Inc.

(Contractor)

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

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

\$ 405,288.10

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

Name of Firm: Lagniappe Development Co., Inc.

Firm Address:
1190 W. Shadburn Ave., Buford, GA 30518

Federal Identification No: 58-2567331 Email: bids@lagniappedev.com

Telephone No: 770-634-8088 Fax No: 855-420-6031

By: Jessica Avra

(Typed or Printed)

5/20/2005

(Date)

Signature: Jessica Avra

(Signature)

President, Secretary

(Title)

CITY OF KENNESAW
REQUEST FOR BIDS

ATTACHMENT 1

	Quantity	Unit	Unit Price	Total
Grading Complete	1	LS	<u>\$ 116,392.84</u>	<u>\$ 116,392.84</u>
5' Sidewalk	4670	SY	<u>\$ 55.28</u>	<u>\$ 258,157.60</u>
Sign Reset	4	EA	<u>\$ 287.50</u>	<u>\$ 1,150.00</u>
Grassing	1	LS	<u>\$ 4,025.00</u>	<u>\$ 4,025.00</u>
Tree Removal	8	EA	<u>\$ 1,265.00</u>	<u>\$ 10,120.00</u>
ADA Ramps	10	EA	<u>\$ 1,147.24</u>	<u>\$ 11,472.40</u>
Traffic Control	1	LS	<u>\$ 3,970.26</u>	<u>\$ 3,970.26</u>
			TOTAL	<u>\$ 405,288.10</u>



3. The contract price for such materials and construction services shall not exceed the amount of \$405,288.10.
4. Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:
 - 1) Description of Specifications
 - 2) Proposal and Contract
 - 3) Bid quotation
 - 4) E-Verify Forms for All Contracts
 - 5) _____
 - 6) _____
 - 7) _____
 - 8) _____
 - 9) _____
 - 10) _____
5. Pursuant to Paragraphs 23, 24 and 25 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.
6. Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

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

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

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

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

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

300-10-1-.08 Subcontractor Affidavit (Georgia Administrative Code)
O.C.G.A. § 13-10-91 (2007), TITLE 13. CONTRACTS
CHAPTER 10. CONTRACTS FOR PUBLIC WORKS
ARTICLE 3. SECURITY AND IMMIGRATION COMPLIANCE

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

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

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 202__

Notary Public

My Commission Expires: _____

SUBMITTAL REQUIREMENTS

Specific Requirements

Georgia Security and Immigration Compliance Act

Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the:

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

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
 - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
 - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
 1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by **Contractor** to provide services connected with this Agreement, as required pursuant to O.C.G.A. 13-10-91.
 2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this Agreement, the subcontractor’s indication of the employee-number category applicable to the subcontractor.
 3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Agreement an executed “Subcontractor Affidavit,” as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.

Receptionists: Please enter all bid packages delivered and give to City Clerk's office.

City Bid Log/Results

Project: CDBG Woodland Acres Phase VIII

Deadline: May 21, 2025, at 3:00 p.m.

Date Rec'd.	Time	Company	Bid Amounts (to be filled out by Clerk at opening)	Awarded Bid	Comments
05/20/25	4:29 p.m.	Lagniappe Development Company	\$405,288.10		
05/21/25	9:21 a.m.	Concrete Constructors, Inc.	\$430,750.00		
05/21/25	1:03 p.m.	C&S Construction & Consulting, Inc.	\$366,454.00		
05/21/25	2:37 p.m.	N.S.E.W., Inc.	\$315,000.00		
05/21/25	2:40 p.m.	Complete Site, LLC	\$465,000.00		
05/21/25	2:40 p.m.	Ohmshiv Construction, LLC	\$415,150.00		
05/21/25	2:43 p.m.	Backbone Infrastructure, LLC	\$530,288.00		
05/21/25	2:59 p.m.	Limitless Concrete & Works, Inc.	\$468,550.00		



Item Report

TO: The Honorable Mayor and City Council

FROM: Miranda Taylor, Downtown / Main Street Manager

DATE: June 16, 2025

TITLE: **Resolution: 2025-2026 Main Street Affiliate Memorandum of Understanding**
 Consideration for approval of a Resolution authorizing a Memorandum of Understanding (MOU) between the City of Kennesaw and the Georgia Department of Community Affairs for the Georgia Affiliate Main Streets Program.

Summary:

This agreement outlines the necessary requirements set forth by the Department of Community Affairs (DCA) for the Community's participation in the Georgia Downtown Affiliate Network for the stated program year. DCA is the sponsoring state agency for the Georgia Main Street program and is licensed by the National Main Street Center to designate, assess, and recommend for accreditation cities within the State of Georgia. An approved Memorandum of Understanding is an annual assessment requirement for our Main Street program.

Recommendation:

Economic Development Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025 - GA Main Street MOU
2. 2025-2026 Affiliate Main Street MOU_Kennesaw

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-____

**RESOLUTION APPROVING THE GEORGIA AFFILIATE MAIN STREETS
PROGRAM MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
KENNESAW AND THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS**

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

WHEREAS, Kennesaw is currently accredited at the affiliate level in the Georgia Main Street Program; and

WHEREAS, the program requires execution of an annual Memorandum of Understanding between the Community and the Department of Community Affairs' Office of Downtown Development; and

WHEREAS, the agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Main Street Program for the 2025-2026 Program Cycle;

NOW, THEREFORE, the Mayor & City Council does hereby approve the MOU between the City of Kennesaw and the Georgia Department of Community Affairs for Kennesaw's participation in the Georgia Main Street Program.

PASSED AND ADOPTED by the Kennesaw City Council _____ day of June, on this 2025.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor



2025 - 2026 Affiliate Main Street Memorandum of Understanding

This document should be signed by all local parties
(Authorized City Representative, Main Street Program
Manager, and Board Chair) by **July 1, 2025**

Please email ellen.hill@dca.ga.gov with any questions.

GEORGIA AFFILIATE MAIN STREET PROGRAM MEMORANDUM OF UNDERSTANDING

2025 - 2026 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA") and the City/Town, Kennesaw Georgia (hereinafter referred to as "Community"). DCA will enter into this agreement with the above party to provide services in return for active and meaningful participation in the Georgia Downtown Affiliate Network by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Downtown Affiliate Network for the stated program year. DCA is the sponsoring state agency for the Georgia Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation cities within the State of Georgia.

Those communities that participate in the Georgia Downtown Affiliate Network will receive a national designation from the National Main Street Center as a Main Street America Affiliate™ community. As members of this designation level, your community, program, or organization has demonstrated a commitment to comprehensive community revitalization and is on the pathway to achieving meaningful economic, social, physical, and organizational improvements in the downtown or historic commercial district. Affiliate status is primarily intended for programs, districts, or communities that are interested in learning more about the Main Street model, would like to tap into the national network's strategies and resources, and intend to transition to the Georgia Classic Main Street designation.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Downtown Affiliate Network program.
 - a. A copy of these boundaries should remain on file with DCA and be uploaded to the Main Street Boundary Map folder in your program's shared DCA Dropbox folder at all times.
 - b. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - a. Part-time staff will consist of an employee who works a minimum of 20 hours a week and spends 100% of their time on Main Street-related activities or full-time staff who devotes 50% of their time to downtown revitalization. A copy of the job description should remain on file with DCA in Dropbox at all times.
 - b. The downtown manager should be paid a salary consistent with other community and economic development professionals in the state. The program manager's salary must be paid in excess of minimum wage.
 - c. The Community must notify DCA within one week of any downtown manager vacancy, and the Community must appoint an interim point of contact until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - d. The Community shall be afforded a period of thirty (30) days to assess the vacant position and publish the job opening. Programs with staff vacancies exceeding ninety (90) days may be placed under probationary status or risk forfeiture of their designation.

- e. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - a. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)
5. Work with stakeholders to identify a unified vision for success for the district along with appropriate success indicators;
6. Develop diversified and sustainable funding sources to support your efforts;
7. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - a. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - b. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA recommends this space be in the local Main Street program area.
 - c. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
8. Maintain membership with the National Main Street Center in order to be eligible for national designation.
 - a. Use the “Main Street America Affiliate™” name in accordance with the Main Street America® policy on the Use of the Name Affiliate.
9. Notify DCA in writing prior to any wholesale changes in the local program. This includes but is not limited to structural changes to the board of directors, changes in program funding or support, changes in the organization’s bylaws, or changes to the Main Street district’s boundaries. Such notice should be received by DCA one month prior to said changes. Changes or failure to notify DCA prior to these changes may result in program probation, the loss of accreditation, or the removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™, utilizing Community Transformation Strategies and the Main Street Four Point Approach.
 - a. Unless otherwise specified, the Community will utilize the DCA-provided work plan template.
 - b. The work plan will serve as a strategic plan for the local program for a period of three years or less.
 - c. A copy of the work plan must be on file and uploaded to the Work Plan folder in the program’s shared DCA Dropbox folder and updated annually with DCA.
2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - a. DCA recommends a public downtown visioning event/town hall meeting annually.
 - b. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - c. The Board should actively engage the community for financial and in-kind support of the local program.
3. Conduct at least one board training, orientation, or planning retreat per year for the local program.
4. Meet a minimum of 6 times per year and ensure the minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
5. All newly appointed Board Members are required to become Main Street 101 certified within the first year of their first term. A copy of each Board Member’s Main Street 101 certification must be uploaded to the Training Log folder in your program’s shared DCA Dropbox folder.
6. All Board Members are required to have at least 2 hours of continuing education annually. Training must be documented using the required training log template and uploaded to the corresponding Dropbox folder.
7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - a. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.

- b. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
- c. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANAGER AGREES TO—

1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - a. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the last day of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation, or the removal of program designation.
 - b. Participate in the annual manager's survey provided by DCA. Failure to complete the annual manager's survey by the deadline may result in the loss of accreditation.
 - c. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
2. Participate in training to broaden the impact of the local Main Street Program.
 - a. DCA requires managers to attend at least 10 hours of training annually (including webinars, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-DCA-hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development, and economic development. A record of the manager's training hours must be uploaded to the Training Log folder in your program's shared DCA Dropbox folder.
 - b. The downtown manager is required to attend, at minimum, one in person training offered by DCA Office of Downtown Development.
3. Respond to requests by DCA in a timely manner.
4. Take advantage of the Georgia Main Street network of professional downtown managers.
5. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community. All existing downtown managers must be Main Street 101 certified.
6. Provide regular updates between the local Main Street Program and the Community.
 - a. Managers are encouraged to provide at least quarterly reports to the local government.
 - b. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
7. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program, following the organization structure outlined in DCA's "A Visual Guide to Dropbox Management" document, which is located in the "Resources" folder of the Georgia Main Street website. This is to help ensure a seamless transfer of project files to city representatives or successor managers in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street America® Affiliate Program.
2. Conduct a curriculum of training on an annual basis to assist the community, volunteers, downtown manager and the Affiliate Program Board with the local downtown revitalization program.
3. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
4. Provide a detailed Transition Strategy to assist local Downtown Affiliate Network programs who want to pursue the Classic Main Street Program designation.
5. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
6. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through June 30, 2026.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Downtown Affiliate Network Designation.
3. Communities that choose to terminate this agreement recognize that they must formally reapply to participate in Main Street as a Start-up program should they wish to have their previous designation reinstated. The Start-up process could take as long as two years to complete.
4. If the Community fails to fulfill the obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Affiliate Program as it deems appropriate. This may include probation or termination of designation.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA AFFILIATE MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING
2025-2026 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): Kennesaw

Authorized City Representative (ACR)
Signature

Date

ACR Name Printed

ACR Title

MAIN STREET BOARD OF DIRECTORS

Board Chair Signature

Date

Board Chair Printed Name

Date Term Expires

DOWNTOWN MANAGER

Manager's Signature

Date

Manager Printed Name

Date Hired

☐ Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

ODD Director's Signature

Date

Cherie Bennett
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-831-2058
Email: cherie.bennett@dca.ga.gov



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: June 16, 2025

TITLE: **Final Plat Application: 1994, 2004 & 1972 Duncan Dr**
 Approval of the final plat application submitted by Gunnin Land Surveying; this plat will revise the lot lines for lots 7-12, 13-19 and 27-31 within the townhome subdivision known as Devin's Shire (Parcel number 20013804350). Case# FP2025-02

Summary:

The application was submitted by Gunnin Land Surveying to revise the final plat previously submitted for the Devin's Shire subdivision. The application was submitted to revise the lot lines for lots 7-12, 13-19 and 27-31; the development will consist of thirty-five (35) townhomes. The Mayor and Council reviewed and approved the initial submission on September 16, 2024, and the plat was recorded in Plat Book 282, Page 811, on September 17, 2024. The Plan Review Committee has reviewed the revised final plat and deemed the plat is in compliance and recommends approval.

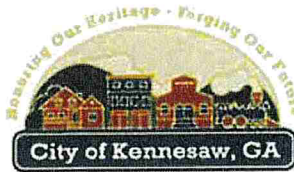
Recommendation:

The Zoning Administrator recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. FP2025-02_Devin's Shire_Final Plat_Application Packet
2. FP2025-02_Devin's Shire_Final Plat_Survey
3. FP2025-02_Devin's Shire_Final Plat_PRC Letter



Date Received 05/09/25
Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION
Required Fee \$250.00

Preliminary Plat _____ Final Plat _____ Revised Plat X _____ Parcel Combination _____ Parcel Split _____

Is this property located within the Kennesaw Historic District (yes) _____ (no) X _____

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND PLAN REVIEW STAFF PRIOR TO THE SUBMISSION OF THE APPLICATION IS MANDATORY.

Date of Consultation _____

Staff Initials _____

DEVELOPMENT NAME

DEVIN'S SHIRE

Number of Units
35

PURPOSE OF DEVELOPMENT RESIDENTIAL DEVELOPMENT

WHAT IS THE REVISION BEING MADE: To revise the lot lines for lots 7-12, 13-19, and 27-31.

ADDRESS OF PROPERTY 1972, 2004, and 1994 Duncan Drive, Kennesaw, GA 30144

Parcel ID 20013800470, 20013801940, 2001380190 Lot Size 3.731 ACRES Present Zoning C62

Current Use _____ Proposed Use _____



APPLICANT GUNNIN LAND SURVEYING - AMANDA SUTTER

Applicant address 141 RAILROAD STREET, SUITE 116, CANTON, GA 30114

(Phone #) _____ Email Address _____

Applicant Signature A. Sutter 5/8/25

Signed, sealed and delivered in presence of: Notary Jana Patterson Date 5/8/25

REPRESENTATIVE Chris Olson (Phone #) _____ Email Address _____

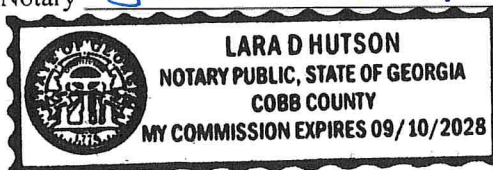
Representative Signature Chris Olson

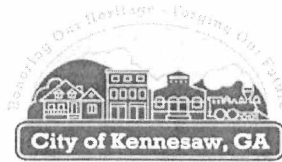
Signed, sealed and delivered in presence of: Notary Lara D Hutson Date 5/8/25

TITLEHOLDER Michelle Horstemeier (Phone #) _____

Titleholder Signature M Horstemeier Address _____

Signed, sealed and delivered in presence of Notary Lara D. Hutson Date 5/8/25





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Each applicant must complete a separate form

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

NO

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

Please supply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 3rd day of June, 2025

Applicants Signature

[Signature]

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

² Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.



CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000, THE CITY OF KENNESAW DOES NOT DISCRIMINATE ON THE BASIS OF RELIGION IN THE APPLICATION OF ITS LAWS, POLICIES, OR PROCEDURES, INCLUDING THE APPLICATION OF ITS LAND USE REGULATIONS AND ZONING LAWS.

Under the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), no government, including the City of Kennesaw, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution. RLUIPA also provides that no government, including the City of Kennesaw, may apply a land use regulation in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious institution or assembly (a day care center or movie theater, for example). Finally, RLUIPA provides that no government, including the City of Kennesaw, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

If you believe that the City of Kennesaw, or any other local government or municipality, has discriminated against you in the implementation of its zoning or land use laws, please contact the United States Department of Justice at:

**United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. –G St.
Washington, DC 20530**

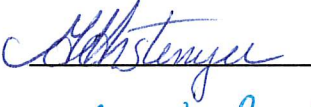
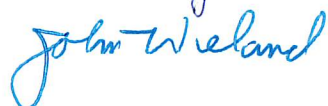
**WRITTEN CONSENT ACTION
OF THE MEMBERS OF
Devin's Shire, LLC fka JWC Kennesaw, LLC**

10/31/2023

The undersigned, being the sole member (the "Member") of **Devin's Shire, LLC fka JWC Kennesaw, LLC**, a Georgia limited liability company (the "Company"), acting without a meeting pursuant to relevant provisions of the Georgia Limited Liability Company Act, hereby waives notice of a meeting and hereby consents to and adopts the following resolutions, effective as of the date written above, as the actions of the Member, and hereby directs that this written consent (this "Consent") be delivered to the Company for inclusion in the minutes and filing with the Company records:

WHEREAS, Russell LaGrone was previously appointed as a manager of the Company, and Mr. LaGrone has resigned from his position with the Company and

NOW, THEREFORE, BE IT RESOLVED, and the Members hereby appoint, as of the date hereof, the following individuals as **Manager**, pursuant to the terms and provisions of the Operating Agreement:

<u>NAME</u>	<u>OFFICE</u>	<u>SIGNATURE SAMPLE</u>
Michelle Horstemeyer	Manager	
John Wieland	Manager	

RESOLVED FURTHER, that the above Managers, each acting on their own, are authorized and directed to execute and deliver on the Company's behalf documents necessary to borrow money and on the Company's behalf, including all promissory notes and security instruments necessary or required to effectuate such transactions, and further are authorized to execute all loan, financial, management, or property-related instruments and documents, including, but not limited to, loan documents, commitments, agreements, deeds, contracts, and affidavits; and

RESOLVED FURTHER, that the above Managers, each acting on their own, are hereby authorized and directed to execute and deliver on the Company's behalf any and all documents and instruments necessary to consummate the sale of the homes from the Company and/or its affiliates (including, without limitation, any company or entity for which the Company shall act, whether now or in the future, as manager, general partner or such similar position) to home purchasers including, but not limited to, contracts,

deeds, affidavits, and closing statements, and their signature shall be binding upon the Company for the uses and purposes herein mentioned; and

RESOLVED FURTHER, that any act taken or done by any Manager to facilitate the actions contemplated by these resolutions is ratified and approved, and the representatives and agents of the Company are authorized to take and to do such further acts and deeds, and to execute and deliver for and in the name of the Company, such other documents, papers, and instruments as are necessary or appropriate to effectuate the intent and purpose of these resolutions and the taking of any such acts and deeds, and the execution and delivery of any such documents, papers, and instruments, is hereby ratified and approved; and

RESOLVED FURTHER, that John Freeman is hereby appointed as the registered agent for the Company; and

RESOLVED FURTHER, that this written consent supersedes all prior resolutions, and effective this date, the above managers shall be the only officers authorized to act on the Company's behalf.

IN WITNESS WHEREOF, the undersigned has executed this written consent action as of the date first written above.

MEMBERS:

JWC Interests, LLC

By: John Wieland
John Wieland, Manager

Dated: 11 / 2 / 23

Return Recorded Document to:

The Beltrami Law Firm, P.C.
1820 The Exchange
Suite 150
Atlanta, GA 30339

Tax Parcels:

20013800470
20013801900
20013801940

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

File #: **23-85**

THIS INDENTURE, Made the **1st** day of **May**, in the year **2023**, between **DEVIN RILEY, LLC**, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and **JWC KENNESAW, LLC**, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of **TEN and 00/100 (\$10.00)** DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

See Exhibit "A" attached hereto and incorporated herein by reference.

Subject only to those matters set forth and described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions"), incident or appurtenant thereto (hereinafter referred to collectively as the "Property").

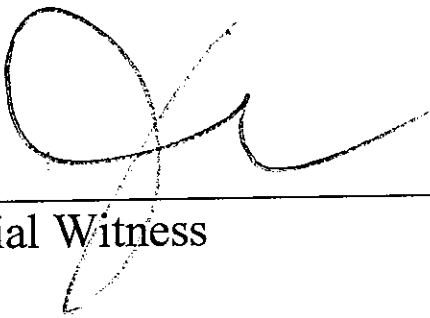
This conveyance is made subject to all covenants, easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

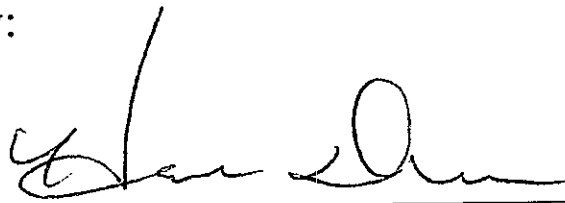
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons owning, holding, or claiming by, through or under the said Grantor.

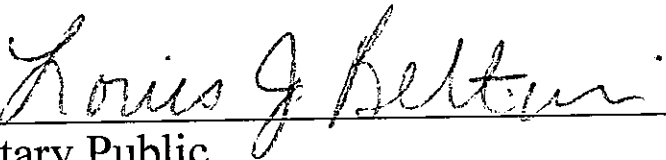
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness

Devin Riley, LLC,
a Georgia limited liability company,
by:


Hank Dudek, Sole Member


Notary Public

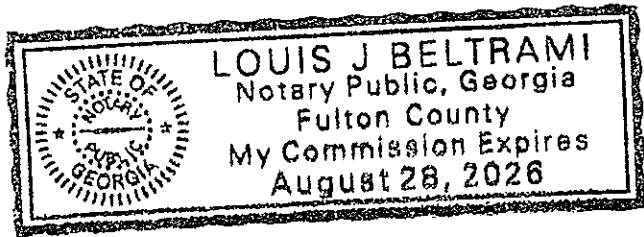


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EAST LINE OF LAND LOT 138 INTERSECTS WITH THE NORTHERLY RIGHT OF WAY LINE OF DUNCAN DRIVE; RUNNING THENCE ALONG SAID NORTH LINE 173 FEET TO A POINT AND CORNER; RUNNING THENCE NORTHERLY 442.0 FEET TO A POINT AND CORNER; RUNNING THENCE SOUTH 74 DEGREES 12 MINUTES EAST 20 FEET TO AN IRON PIN; THENCE NORTHERLY 16 FEET TO THE CENTER LINE OF A BRANCH MARKED BY AN IRON PIN; RUNNING THENCE SOUTH 73 DEGREES 30 MINUTES EAST ALONG THE CENTER LINE OF SAID BRANCH 143.4 FEET TO THE EAST LINE OF LAND LOT 138; AND RUNNING THENCE DUE SOUTH ALONG SAID LAND LOT LINE 391 FEET TO THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS: 1972 DUNCAN DRIVE NW, KENNESAW, GA 30144.

TAX PARCEL ID #: 20013800470

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, AND BEING A PART OF THE PROPERTY SHOWN ON PLAT PREPARED BY THOMAS E. WILLIAMS, SURVEYOR, DATED NOVEMBER 12, 1971, RECORDED IN PLAT BOOK 53, PAGE 88, COBB COUNTY, GEORGIA, RECORDS, THE PLAT BEING DESIGNATED "PLAT FOR GEORGE E. AND JESSIE MAE TAYLOR", DESIGNATED TRACT FOR TERRY AND DOROTHY AUSTIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AND CORNER LOCATED ON THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY 283 FEET WESTERLY OF THE INTERSECTION OF THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY WITH THE EAST LAND LOT LINE OF LAND LOT 138 AS IS MEASURED ALONG THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY; THENCE RUNNING WESTERLY ALONG THE NORTHERLY SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY FOR A DISTANCE OF 110 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 01 DEGREE 00 MINUTES WEST ALONG THE 20-FOOT PRIVATE DRIVE FOR A DISTANCE OF 196 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 85 DEGREES 50 MINUTES WEST FOR A DISTANCE OF 10 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 10 DEGREES 30 MINUTES EAST FOR A DISTANCE OF 279.9 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 74 DEGREES 12 MINUTES EAST FOR A DISTANCE OF 100 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 03 DEGREES 00 MINUTES WEST FOR A

DISTANCE OF 463.2 FEET TO AN IRON PIN AND CORNER AND THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS: 1994 DUNCAN DRIVE NW, KENNESAW, GA 30144.

TAX PARCEL ID #: 20013801900

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA RECORDS AS SHOWN ON PLAT FOR JAMES AND LAURA SPEARS BY THOMAS E. WILLIAMS & ASSOCIATES, SURVEYORS DATED NOVEMBER 12, 1971, AND BEING RECORDED IN PLAT BOOK 55, PAGE 209, COBB COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNIG AN IRON PIN AND CORNER LOCATED ON THE NORTH SIDE OF DUNCAN DRIVE 173 FEET WESTERLY AS MEASURED ALONG THE NORTH SIDE OF DUNCAN DRIVE FROM THE INTERSECTION OF THE NORTH SIDE OF DUNCAN DRIVE WITH THE EAST LINE OF SAID LAND LOT NO. 138; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY SIDE OF DUNCAN DRIVE 110 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 03 DEGREES 00 MINUTES EAST 463.2 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 74 DEGREES 12 MINUTES EAST 100 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 02 DEGREES 54 MINUTES WEST 442 FEET TO THE NORTHERLY SIDE OF DUNCAN DRIVE AND THE IRON PIN AT THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS 2004 DUNCAN DRIVE, KENNESAW, GA 30144.

TAX PARCEL ID #: 20013801940

EXHIBIT "B"
Permitted Exceptions

1. All taxes for the year 2023 and subsequent years, a lien but not yet due and payable, and the possible lien of additional real estate taxes which may become due and payable by reason of increased or amended assessments, plus any special assessments.
2. All matters affecting captioned property as shown on plat recorded at Plat Book 53, Page 88, Cobb County, Georgia, records.
3. All matters affecting captioned property as shown on plat recorded at Plat Book 55, Page 209, Cobb County, Georgia, records.
4. City of Kennesaw Permanent Drainage Easement dated May 25, 1999, recorded May 26, 2000, in Deed Book 13265, Page 2237, Cobb County, Georgia records.
5. Easement to Georgia Power Company dated August 29, 1973, recorded in Deed Book 1492, Page 209, Cobb County, Georgia records.
6. Easement to Georgia Power Company dated June 26, 1970, recorded in Deed Book 1168, Page 505, Cobb County, Georgia records.
7. Easement to Georgia Power Company dated October 9, 1941, recorded in Deed Book 144, Page 209, Cobb County, Georgia records.



Printed: 5/9/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
TWC KENNESAW LLC

JWC KENNESAW LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20013801940	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$5,952.57	\$0.00	



Scan this code with your
mobile phone to view
this bill!!



Printed: 5/9/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
TWC KENNESAW LLC

JWC KENNESAW LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20013801900	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$7,738.29	\$0.00	



Scan this code with your
mobile phone to view
this bill!!



Printed: 5/9/2025

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
TWC KENNESAW LLC

JWC KENNESAW LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount		Taxes Due
2024	20013800470	10/15/2024	Pay:	N/A or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$9,524.15	\$0.00



Scan this code with your
mobile phone to view
this bill!!



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID		Tax District		Bill #					
20013801940		3/3-BOND - KENNESAW CITY		277725					
Property Owner/Location/Description				Fair Market Value	Taxable Value				
JWC KENNESAW LLC 2004 DUNCAN DR NW				493,580	197,432				
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	197,432		0		197,432		7.7500000000		\$1,530.10
BOND	197,432		0		197,432		1.5000000000		\$296.15
Exemptions:									
You are receiving this bill due to the finalization of your appeal.									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.									

Current Year Tax	\$1,826.25
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$1,826.25
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2024



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20013801940
Amount Due: \$0.00
Bill#: 277725
Due Date: 12/01/2024

AMOUNT PAID

JWC KENNESAW LLC
2355 LOG CABIN DR
ATLANTA, GA 30339-1514

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20013801900	3/3-BOND - KENNESAW CITY		277703	
Property Owner/Location/Description			Fair Market Value	Taxable Value
JWC KENNESAW LLC 1994 DUNCAN DR NW			641,650	256,660
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	256,660	0	256,660	7.7500000000 \$1,989.12
BOND	256,660	0	256,660	1.5000000000 \$384.99
Exemptions:				
You are receiving this bill due to the finalization of your appeal.				
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).				
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.				
			Current Year Tax	\$2,374.11
			Interest	\$0.00
			Penalty	\$0.00
			Other Fees	\$0.00
			Payments Received	\$2,374.11
			Other Amounts Due	\$0.00
			Total Due	\$0.00
			Due Date	12/01/2024



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20013801900
Amount Due: \$0.00
Bill#: 277703
Due Date: 12/01/2024

AMOUNT PAID

JWC KENNESAW LLC
2355 LOG CABIN DR
ATLANTA, GA 30339-1514

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20013800470	3/3-BOND - KENNESAW CITY		278657	
Property Owner/Location/Description			Fair Market Value	Taxable Value
JWC KENNESAW LLC 1972 DUNCAN DR NW			789,730	315,892
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	315,892	0	315,892	7.7500000000 \$2,448.16
BOND	315,892	0	315,892	1.5000000000 \$473.84



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

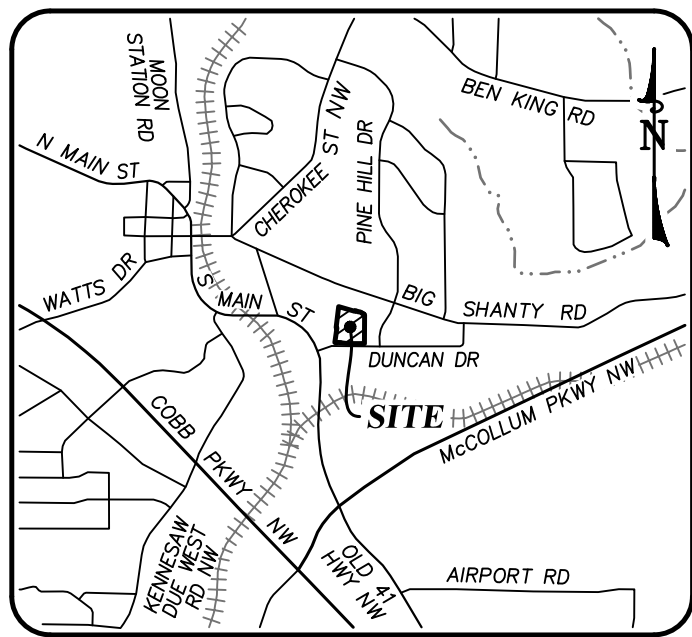
For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20013800470
Amount Due: \$0.00
Bill#: 278657
Due Date: 12/01/2024

AMOUNT PAID

JWC KENNESAW LLC
2355 LOG CABIN DR
ATLANTA, GA 30339-1514

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



- 25' STATE UNDISTURBED BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- 50' CITY UNDISTURBED VEGETATIVE BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)
- 75' CITY IMPERVIOUS BUFFER (AS MEASURED FROM POINT OF WRESTED VEGETATION)

SURVEYOR:
GUNNIN LAND SURVEYING, LLC
141 RAILROAD STREET, SUITE 116
CANTON, GEORGIA 30114
PHONE: 678.880.7502

ENGINEER:
BGE, INC.
245 TOWNPARK DRIVE, SUITE 470
KENNESAW, GEORGIA 30144
PHONE: 470.705.0885

OWNER:
DEVIN'S SHIRE, LLC
2355 LOG CABIN DRIVE
ATLANTA, GEORGIA 30339
PIN: 20013801810
ZONING: R-20

DEVELOPER:
JW COLLECTION
2355 LOG CABIN DRIVE
ATLANTA, GEORGIA 30339
PIN: 20013801930
ZONING: R-20

24 HR CONTACT:
MR. CHRIS OLSON
PHONE: 404.392.5264

CLOSURE STATEMENT
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS AN ANGULAR ERROR OF 1 SECOND PER ANGLE POINT AND A PRECISION RATIO OF 1 IN 48,712. IT HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1 IN 113,337.

GENERAL NOTES
EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A TRIMBLE S5 ROBOTIC TOTAL STATION. BEARINGS ARE CALCULATED FROM ANGLES TURNED FROM A SINGLE GRID BASELINE.

THE DATUM FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEMS AND BASED ON POSITIONAL VALUES FOR THE VERTICAL REFERENCE STATION NETWORK DEVELOPED BY GPS SOLUTIONS. THE HORIZONTAL REFERENCE FRAME IS NORTH AMERICAN DATUM OF 1983 (NAD83)-STATE PLANE COORDINATE SYSTEM OF GEORGIA-WEST ZONE. THE VERTICAL REFERENCE FRAME IS NORTH AMERICAN VERTICAL DATUM OF 1988. ANY DIRECTIONS OR DIMENSIONS SHOWN ARE A RECTANGULAR, GROUND LEVEL PROJECTION OF THE STATE PLANE COORDINATE SYSTEM.

DATE OF FIELD WORK: 05.14.2024

ALL IRON PINS SET ARE 1/2" REBARS CAPPED WITH "GUNNIN LSF 1033" UNLESS OTHERWISE NOTED.

ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY. THE INFORMATION SHOWN ON THIS DRAWING CONCERNING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR INCLUSIVE. THE OWNER, ARCHITECT, CONTRACTOR AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL SIZE, TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 07/22/24, WHICH HEREBY BECOME(S) A PART OF THIS PLAT, RECORDED IN DEED BOOK 16220, PAGE 1238, COBB COUNTY RECORDS AND SIGNED BY THE OWNER.

WATER AND SEWER UTILITIES WITHIN THE A.E./U.E. WILL BE DEDICATED TO COBB COUNTY AFTER THE ONE YEAR MAINTENANCE WARRANTY INSPECTION AND APPROVAL BY COWS.

WATER METERS SHALL NOT BE INSTALLED BEHIND ENCLOSED FENCES, IN PAVED DRIVEWAYS OR IN PAVED PARKING AREAS PER COUNTY CODE SEC. 122-125.

PAVEMENT CUTS BY COWS FOR MAINTENANCE OF WATER AND/OR SEWER LINES WILL BE REPAIRED PER COBB COUNTY STANDARD DETAIL 02510-2.

LOT AREA TABLE*

LOT	SQ. FT.	ACRES
1	650	0.038
2	1100	0.025
3	1100	0.025
4	1100	0.025
5	1100	0.025
6	1200	0.028
7	1200	0.028
8	1230	0.028
9	1230	0.028
10	1230	0.028
11	1230	0.028
12	1250	0.029
13	1010	0.023
14	994	0.023
15	968	0.022
16	967	0.022
17	967	0.022
18	967	0.022
19	992	0.023
20	1040	0.024
21	936	0.021
22	936	0.021
23	936	0.021
24	936	0.021
25	936	0.021
26	1040	0.024
27	1287	0.030
28	1287	0.030
29	1287	0.030
30	1287	0.030
31	1287	0.030
32	1491	0.034
33	1491	0.034
34	1491	0.034
35	1491	0.034

SYMBOL LEGEND

1/2" REBAR FOUND	1/2" REBAR SET	RIGHT-OF-WAY MONUMENT FOUND	ADJOINING LOT NUMBER	LOT NUMBER	LAND LOT NUMBER	AIR CONDITIONING UNIT	BENCHMARK	BOLLARD	HANDICAP PARKING SPOT	SIGN	MANHOLE - UNKNOWN TYPE	MANHOLE	CABLE TV BOX	CABLE TV MANHOLE	CABLE TV PEDESTAL	ELECTRIC BOX	ELECTRIC MANHOLE	ELECTRIC METER	ELECTRIC PEDESTAL	GUY WIRE AND ANCHOR	GUY POLE	LIGHT POLE	POWER POLE	SERVICE POLE	HIGH VOLTAGE POWER POLE	TRANSFORMER	GAS MANHOLE	GAS VALVE	GAS METER	SANITARY SEWER CLEAN OUT	SANITARY SEWER MANHOLE	STORM SEWER CLEAN OUT	DOUBLE WING CATCH BASIN	SINGLE WING CATCH BASIN	CURB	DROP INLET	FLARED END SECTION	HEADWALL	JUNCTION BOX	PEDESTAL INLET	YARD INLET	TELEPHONE BOX	TELEPHONE MANHOLE	TELEPHONE PEDESTAL	PEDESTAL SIGNAL POLE	TRAFFIC SIGNAL BOX	TRAFFIC SIGNAL POLE	FIRE DEPARTMENT CONNECTION	FIRE HYDRANT	IRRIGATION CONTROL VALVE	POST INDICATOR VALVE	WATER MANHOLE	WATER METER	WATER VALVE	WATER VAULT	TREE
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* TABLE TO BE REVISED WITH PLAT REVISIONS TO UPDATE AS-BUILT BUILDING LOCATIONS.

BOUNDARY CALL TABLE

LINE	BEARING	DISTANCE
L1	N89°33'08"W	50.34'
L2	S89°56'38"W	42.15'
L3	N89°37'47"W	43.95'
L4	N89°12'47"W	41.51'
L5	N88°15'46"W	8.32'
L6	N88°17'49"W	27.16'
L7	N86°30'53"W	26.50'
L8	N84°20'40"W	36.81'
L9	N84°10'53"W	37.91'
L10	N82°57'39"W	22.13'
L11	S64°08'18"E	40.55'
L12	N79°45'15"E	12.03'
L13	S76°47'41"E	12.68'
L14	S69°20'40"E	21.82'
L15	S33°16'57"E	18.47'
L16	S80°13'37"E	19.17'
L17	S33°14'03"E	16.54'

TOWNSHIP LINE TABLE

LINE	BEARING	DISTANCE
T1	N33°43'32"W	45.46'
T2	N80°49'21"W	234.60'
T3	N54°52'47"W	267.86'
T4	N08°35'15"W	151.67'
T5	N35°53'53"W	375.20'
T6	N19°59'35"W	303.52'

BOUNDARY CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	55.24'	336.50'	S 88°53'03" E	55.18'

CENTERLINE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C-1	1.86'	100.00'	S 02°47'40" W	1.86'
C-2	8.36'	100.00'	S 09°43'28" W	8.35'

ACCESS/UTILITY EASEMENT CALL TABLE

LINE	BEARING	DISTANCE
UE1	N84°24'42"E	27.32'
UE2	S42°56'30"E	27.32'

ACCESS/UTILITY EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
UC1	18.85'	12.00'	S 41°40'12" W	16.97'
UC2	18.85'	12.00'	S 48°19'48" W	16.97'
UC3	10.45'	125.00'	S 05°43'28" W	10.44'
UC4	18.85'	12.00'	S 36°50'56" E	16.97'
UC5	18.85'	12.00'	N 53°07'04" E	16.97'
UC6	6.27'	75.00'	N 05°43'26" E	6.27'
UC7	18.85'	12.00'	N 41°40'12" W	16.97'
UC8	18.85'	12.00'	N 48°19'48" E	16.97'
UC9	3.24'	22.00'	N 00°53'11" W	3.24'

SITE DATA

TOTAL SITE AREA	3,731.41 ACRES
TOTAL NUMBER OF LOTS	35 LOTS
SITE DENSITY	9.38 LOTS/ACRE
OPEN SPACE AREA	1,900 ACRES
ZONED	COB (ORD2022-04)
BUILDING SETBACKS	FRONT N/A
	SIDE N/A
	REAR N/A
GUEST PARKING SPACES	12
ADA MAIL KIOSK PARKING SPACE	1

THIS PROPERTY IS SUBJECT TO ALL ZONING REQUIREMENTS AND TO LAND DISTURBANCE PERMIT # SPR-2022-K004.

PER ORD2022-04, THE HOA COVENANTS SHALL LIMIT THE NUMBER OF RENTAL UNITS TO NOT EXCEED 10% OF THE TOTAL NUMBER OF UNITS IN THE COMMUNITY OR SUCH PERCENTAGE AS APPROVED BY THE CITY COUNCIL.

NOW OR FORMERLY
WINFREY HORACE J SR
PIN: 20013800490
ZONING: R-15

CENTERLINE CALL TABLE

LINE	BEARING	DISTANCE
L-1	N02°15'44"E	28.38'
L-2	N03°19'48"E	130.24'
L-3	N03°19'48"E	79.82'
L-4	N08°07'04"E	52.21'
L-5	S86°40'12"E	150.00'
L-6	S86°40'12"E	150.00'
L-7	S81°52'56"E	150.00'
L-8	S81°52'56"E	83.88'

ACCESS/UTILITY EASEMENT CALL TABLE

LINE	BEARING	DISTANCE
UE1	N84°24'42"E	27.32'
UE2	S42°56'30"E	27.32'

BOUNDARY CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	55.24'	336.50'	S 88°53'03" E	55.18'

CENTERLINE CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
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ACCESS/UTILITY EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
UC1	18.85'	12.00'	S 41°40'12" W	16.97'
UC2	18.85'	12.00'	S 48°19'48" W	16.97'
UC3	10.45'	125.00'	S 05°43'28" W	10.44'
UC4	18.85'	12.00'	S 36°50'56" E	16.97'
UC5	18.85'	12.00'	N 53°07'04" E	16.97'
UC6	6.27'	75.00'	N 05°43'26" E	6.27'
UC7	18.85'	12.00'	N 41°40'12" W	16.97'
UC8	18.85'	12.00'	N 48°19'48" E	16.97'
UC9	3.24'	22.00'	N 00°53'11" W	3.24'

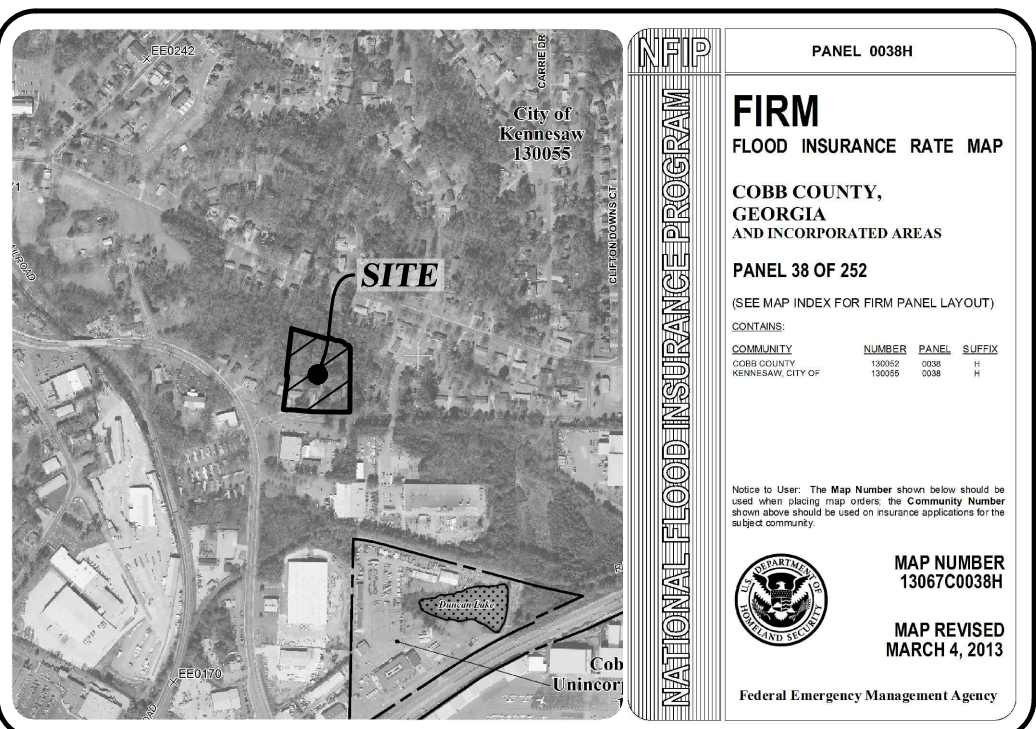
ACCESS/UTILITY EASEMENT CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
UC1	18.85'	12.00'	S 41°40'12" W	16.97'
UC2	18.85'	12.00'	S 48°19'48" W	16.97'
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UC4	18.85'	12.00'	S 36°50'56" E	16.97'
UC5	18.85'	12.00'	N 53°07'04" E	16.97'
UC6	6.27'	75.00'	N 05°43'26" E	6.27'
UC7	18.85'	12.00'	N 41°40'12" W	16.97'
UC8	18.85'	12.00'	N 48°19'48" E	16.97'
UC9	3.24'	22.00'	N 00°53'11" W	3.24'



COBB COUNTY PROJECT # SPR-2022-K004

NO STREET PARKING HAS BEEN
APPROVED FOR THIS DEVELOPMENT
OTHER THAN IN DESIGNATED SPACES



FLOOD HAZARD NOTE
BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS SITE ARE SHOWN TO BE WITHIN THE LIMITS OF A 100 YR. FLOOD HAZARD AREA AS PER F.I.R.M. COBB COUNTY, GEORGIA AND INCORPORATED AREAS, COMMUNITY PANEL, NUMBER 13067C0038H DATED MARCH 4, 2013.

MAYOR AND CITY COUNCIL APPROVAL
PURSUANT TO THE LAND SUBDIVISION SECTIONS OF THIS UDC OF THE CITY OF KENNESAW, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY THE MAYOR AND COUNCIL OF KENNESAW, GEORGIA ON _____ (DATE).

MAYOR, KENNESAW, GEORGIA _____ DATE _____

PLANNING & ZONING _____ DATE _____

BUILDING & CONSTRUCTION _____ DATE _____

PUBLIC WORKS _____ DATE _____

CITY ENGINEER _____ DATE _____

COBB COUNTY WATER SYSTEM APPROVAL
THIS PLAT, HAVING BEEN SUBMITTED TO THE COBB COUNTY WATER SYSTEM AND HAVING BEEN FOUND TO COMPLY WITH THE COBB COUNTY DEVELOPMENT STANDARDS IS APPROVED FOR RECORDING.

COBB COUNTY WATER SYSTEM _____ DATE _____

OWNER'S ACKNOWLEDGEMENT
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH DULY AUTHORIZED AGENTS, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOR ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON SHOWN, WHICH COMPRISES A TOTAL OF 0.903 ACRES, FOR THE PURPOSES THEREIN EXPRESSED.

PROVIDED, HOWEVER, THAT NOTHING HEREIN NOR ACCEPTANCE SHALL CREATE LIABILITY ON THE PART OF THE CITY OF KENNESAW/COBB COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM NATURAL CREEKS OR RIVERS, AND THE CITY OF KENNESAW/COBB COUNTY IS HEREBY SPECIFICALLY RELEASED FROM ANY SUCH LIABILITY OR FROM LIABILITY FOR THE NEGLIGENCE CONSTRUCTION OR MAINTENANCE OF ALL DRAINAGE STRUCTURES, ROADS, SEDIMENT CONTROL FACILITIES AND ALL OTHER WORK PERFORMED BY THE OWNER OR DEVELOPER OF THE PROPERTY, THEIR AGENT, SERVANTS, EMPLOYEES OR CONTRACTORS.

John Wieland *John Wieland* 7/11/24
SUBDIVIDER (SIGNATURE) (PRINT NAME) DATE
John Wieland *John Wieland* 7/11/24
OWNER (SIGNATURE) (PRINT NAME) DATE

ENGINEER & LAND SURVEYOR ACKNOWLEDGEMENT
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE KENNESAW SUBDIVISION REGULATIONS HAVE BEEN FULLY COMPLIED WITH.

Albert W. Gramling 05.07.25
ALBERT W. GRAMLING, G.S. NO. 2983 DATE
Don F. Singer 08.14.2024
DON F. SINGER, PL #1621 DATE

STATEMENT OF LIMITATIONS
THE UNDERSIGNED ASSUMES NO RESPONSIBILITY OR LIABILITY FOR STATEMENTS OR CERTIFICATIONS MADE OR IMPLIED ON THIS DOCUMENT OR PLAT EXCEPT THOSE SPECIFICALLY DEFINED BY THE LAWS OF THE STATE OF GEORGIA AND THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS BEING WITHIN THE SCOPE OF TRAINING, EDUCATION, EXPERIENCE AND EXPERTISE NECESSARY FOR PRACTICE AS A REGISTERED LAND SURVEYOR.

Albert W. Gramling 05.07.25
ALBERT W. GRAMLING, G.S. NO. 2983 DATE

SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)
AS REQUIRED BY SUBSECTION (4) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS DEDICATED TO THE INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Albert W. Gramling 05.07.25
ALBERT W. GRAMLING, G.S. NO. 2983 DATE

REVISION

DATE	REV.	BY	NOTE
05.07.25	1	ALB	SEE NOTE SHEET 2

FINAL PLAT OF:
DEVIN'S SHIRE
LOCATED IN LAND LOT 138
20TH DISTRICT
CITY OF KENNESAW
COBB COUNTY, GEORGIA
JUNE 5, 2024

DRAWN BY: KGD
CHECKED BY: AWG

PROJECT NO. 23088

SHEET	OF
1	3

www.gunninlandsurveying.com
141 Railroad Street, Suite 116
Canton, Georgia 30114
678.880.7502
Georgia LSF 00053 - Gunnin Land Surveying, LLC

FILENAME: 23088 Devin's Shire - Final Plat & As-Built - Rev 1.dwg
PLOT DATE: 05.09.2025
Page 108 of 115



STORM AS-BUILTS CERTIFICATION

TO: CITY OF KENNESAW
FROM: Don F. Singer, PE BGE, Inc.
DATE: August 12, 2024

RE: Engineer's Certification of Storm As-Built for Devin's Shire Townhomes

I, Don F. Singer, a registered professional engineer in the state of Georgia, hereby certify with my signature and seal, the Storm As-builts for the development known as "Devin's Shire Townhomes", approved on September 21, 2023, lying in land lot 138 of 20th district, within City of Kennesaw, will comply with the design intent of the development.

In-field adjustments were proposed and implemented prior to the certification. Builder shall ensure that the drainage pattern during construction of homes align with the drainage patterns shown in Exhibit "A", attached below.

Overall, Storm As-builts provided have been verified and adjustments were implemented to ensure all the criteria proposed for the development have been met.

Sincerely,

Don F. Singer, P.E.

Director
404-850-3320



Serving, Leading, Solving.™
Atlanta, Georgia 30144 - 470-705-0885

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2022-04 2022

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT DESIGNATION FROM CITY SINGLE-FAMILY RESIDENTIAL (R-20) TO CITY CENTRAL BUSINESS DISTRICT (CBD) FOR THE PROPERTY LOCATED AT 1972, 1994 & 2004 DUNCAN DRIVE

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

WHEREAS, Devin Riley, LLC made an application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from CITY SINGLE-FAMILY RESIDENTIAL (R-20) to CITY CENTRAL BUSINESS DISTRICT (CBD); for property located at 1972 Duncan Drive, 1994 Duncan Drive and 2004 Duncan Drive, identified as 20th District, Land Lot 138 Tax Parcels 47, 190, 194 containing +/- 3.789 acres (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on February 18, 2022, February 25, 2022, March 18, 2022 and March 25, 2022 of a public hearing before the Kennesaw Planning Commission held on March 9, 2022 and April 6, 2022 and the Mayor and Council on March 21, 2022 and April 18, 2022; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a special call meeting held March 9, 2022 and during their regularly scheduled meeting held April 6, 2022; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held March 21, 2022 and April 18, 2022; and

WHEREAS, the Mayor and Council have determined that the proposed amendment to the Official Zoning Map is in the public interest and meets the standards established in the Kennesaw Zoning Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS.

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from CITY SINGLE-FAMILY RESIDENTIAL (R-20) to CITY CENTRAL BUSINESS DISTRICT (CBD) for the following described property:

1972 DUNCAN DRIVE
LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE EAST LINE OF LAND LOT 138 INTERSECTS WITH THE NORTHERLY RIGHT OF WAY LINE OF DUNCAN DRIVE; RUNNING THENCE ALONG SAID NORTH LINE 173 FEET TO A POINT AND CORNER; RUNNING THENCE NORTHERLY 442.0 FEET TO A POINT AND CORNER; RUNNING THENCE SOUTH 74 DEGREES 12 MINUTES EAST 20 FEET TO AN IRON PIN; THENCE NORTHERLY 16 FEET TO THE CENTER LINE OF A BRANCH MARKED BY AN IRON PIN; RUNNING THENCE SOUTH 73 DEGREES 30 MINUTES EAST ALONG THE CENTER LINE OF SAID BRANCH 143.4 FEET TO THE EAST LINE OF LAND LOT 138; AND RUNNING THENCE DUE SOUTH ALONG SAID LAND LOT LINE 391 FEET TO THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS: 1972 DUNCAN DRIVE NW, KENNESAW, GA 30144. TAX PARCEL ID #: 20013800470

1994 DUNCAN DRIVE
LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, AND BEING A PART OF THE PROPERTY SHOWN ON PLAT PREPARED BY THOMAS E. WILLIAMS, SURVEYOR, DATED NOVEMBER 12, 1971, RECORDED IN PLAT BOOK 53, PAGE 88, COBB COUNTY, GEORGIA, RECORDS, THE PLAT BEING DESIGNATED "PLAT FOR GEORGE E. AND JESSIE MAE TAYLOR", DESIGNATED TRACT FOR TERRY AND DOROTHY AUSTIN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN AND CORNER LOCATED ON THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY 283 FEET WESTERLY OF THE INTERSECTION OF THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY WITH THE EAST LAND LOT LINE OF LAND LOT 138 AS IS MEASURED ALONG THE NORTH SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY; THENCE RUNNING WESTERLY ALONG THE NORTHERLY SIDE OF THE DUNCAN DRIVE RIGHT-OF-WAY FOR A DISTANCE OF 110 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 01 DEGREE 00 MINUTES WEST ALONG THE 20-FOOT PRIVATE DRIVE FOR A DISTANCE OF 196 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 85 DEGREES 50 MINUTES WEST FOR A DISTANCE OF 10 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 10 DEGREES 30 MINUTES EAST FOR A DISTANCE OF 279.9 FEET TO AN IRON PIN AND CORNER;

CITY OF KENNESAW
ORDINANCE NO. 2022-04, 2022

THENCE RUNNING SOUTH 74 DEGREES 12 MINUTES EAST FOR A DISTANCE OF 100 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 03 DEGREES 00 MINUTES WEST FOR A DISTANCE OF 463.2 FEET TO AN IRON PIN AND CORNER AND THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS: 1994 DUNCAN DRIVE NW, KENNESAW, GA 30144. TAX PARCEL ID #: 20013801900

2004 DUNCAN DRIVE
LEGAL DESCRIPTION

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA RECORDS AS SHOWN ON PLAT FOR JAMES AND LAURA SPEARS BY THOMAS E. WILLIAMS & ASSOCIATES, SURVEYORS DATED NOVEMBER 12, 1971, AND BEING RECORDED IN PLAT BOOK 55, PAGE 209, COBB COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AN IRON PIN AND CORNER LOCATED ON THE NORTH SIDE OF DUNCAN DRIVE 173 FEET WESTERLY AS MEASURED ALONG THE NORTH SIDE OF DUNCAN DRIVE FROM THE INTERSECTION OF THE NORTH SIDE OF DUNCAN DRIVE WITH THE EAST LINE OF SAID LAND LOT NO. 138; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY SIDE OF DUNCAN DRIVE 110 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING NORTH 03 DEGREES 00 MINUTES EAST 463.2 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 74 DEGREES 12 MINUTES EAST 100 FEET TO AN IRON PIN AND CORNER; THENCE RUNNING SOUTH 02 DEGREES 54 MINUTES WEST 442 FEET TO THE NORTHERLY SIDE OF DUNCAN DRIVE AND THE IRON PIN AT THE POINT OF BEGINNING.

PROPERTY ALSO KNOWN AS 2004 DUNCAN DRIVE, KENNESAW, GA 30144. TAX PARCEL ID #: 20013801940

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from CITY SINGLE-FAMILY RESIDENTIAL (R-20) to CITY CENTRAL BUSINESS DISTRICT (CBD) +/- 3.789 acres with stipulations as follows:

ZONING CONDITIONS

- The Subject Property shall be developed for a residential community consisting of a maximum of thirty-five (35) fee simple single family attached townhomes.
- Applicant agrees the minimum house size for the homes in the proposed development shall be 2,000 square feet of heated and cooled living space. Applicant also agrees that the maximum height of the townhomes is thirty-five feet (35-feet).

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- Homes within the proposed community shall be substantially similar in style and architecture to the elevations attached hereto as Exhibit "A."
- The proposed community shall have public streets; however, Applicant shall have the option of constructing private streets to the applicable Cobb County and City of Kennesaw public streets' construction standards and installing gates if so desired by Applicant in accordance with all City and Cobb County ordinances and regulations. All driveways shall be a minimum of twenty feet (20') in length from the edge of the sidewalk or back of curb to the garage.
- Applicant agrees to the creation of a mandatory homeowners association ("HOA") to be managed by Applicant or a 3rd party professional HOA management company until such time the HOA is "turned-over" to the homeowners which is typically at 100% buildout. Applicant shall fund any shortfall in the operating budget until such time as the HOA is "turned-over" to the homeowners. The homeowners association shall be solely responsible for the upkeep and maintenance of all common areas, mail kiosk, amenities, and amenity areas; including the entrance areas, boundary landscape buffers, detention pond(s) and the private streets if so constructed by the Applicant.
- Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of protective covenants which will contain covenants, rules, and regulations applicable to the proposed community.
- The HOA covenants shall limit the number of rental units to not exceed 10% of the total number of units in the community or such percentage as approved by the City Council.
- All homes shall have a minimum of a two (2) car garage. Garages shall be primarily used for the parking of vehicles and shall not be converted to other uses. The applicant shall include this restriction in the covenants to be enforced by the HOA.
- The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, or combinations thereof, with accents architecturally consistent with the proposed homes. The entry monument shall be lit at night for better visibility.
- Landscaping of the entrance areas as well as the frontage of the proposed community along all public streets, shall be professionally designed and implemented, which shall include the installation of an irrigation system in areas where appropriate. Maintenance of the entrance area and public street frontage at the entrance shall be by the mandatory homeowners association as set forth in the declaration of covenants, easements, and restrictions.
- Any street lights installed by the appropriate power company within the proposed community shall have down lighting, shall be environmentally sensitive, and shall be as approved by the City Council. Applicant will fund the cost of the first year of street light operations for the community and will stipulate in the HOA covenants that the street light cost within the community will continue to be funded by the HOA on an on-going basis each month following the first year of operations as is the typical standard for new communities in the City.
- All utilities servicing the residences within the proposed community shall be underground.

CITY OF KENNESAW
ORDINANCE NO. 2022-04, 2022

REVISION #1 (05.07.2025)

THIS PLAT SUPERSEDES THAT PLAT RECORDED IN PLAT BOOK 282, PAGE 811. THE PURPOSE OF THIS REVISION IS TO REVISE THE LOT LINES FOR LOTS 7-12, 13-19, AND 27-31.

- THE FOLLOWING CHANGES HAVE BEEN MADE:
- TOWNHOME TIE LINE CHART AND TOWNHOME LOT TABLE UPDATED ON SHEET 1.
 - GRAPHICAL REPRESENTATION OF LOTS - CHANGED ON SHEET 1.
 - ADDED SHEET 3 TO SHOW BUILDING DETAILS
 - ADDED BUILDING DETAIL TO SHEET 3.

- Applicant agrees the storm water management facilities and system shall be constructed and installed consistent with all requirements of the City and Cobb County.
- Applicant agrees to the protection of all required stream buffers affecting the Property and shall utilize such areas as a passive amenity for the proposed community.
- Applicant agrees to comply with all City and Cobb County development standards and ordinances relating to project improvements.
- All setbacks shall be as shown on the referenced Site Plan.
- Applicant agrees to the installation of 5 feet (5') wide interior sidewalks along all interior streets on one side, typically on the opposite side of the water line. In addition, Applicant shall construct a minimum 5 feet (5') wide sidewalk along the Property frontage on Duncan Drive.
- All construction vehicles will be parked on-site on the Property at all times. No construction vehicles shall be parked outside the community or other surrounding streets to the proposed development.
- The proposed community shall utilize the City or Cobb County; utility services as is typical for such residential development.
- Development to provide 12 additional guests parking spaces or 0.35 parking spaces per each residential unit located strategically in the development as per adopted City ordinance.
- Developer will maximize the preservation of mature trees where possible.
- The applicant agrees that construction activity will begin within two years of the approval date of the rezoning. If no land development activity is initiated, then the subject property will automatically revert back to the original zoning and all previously imposed conditions.

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this 18th day of April, 2022.

ATTEST:

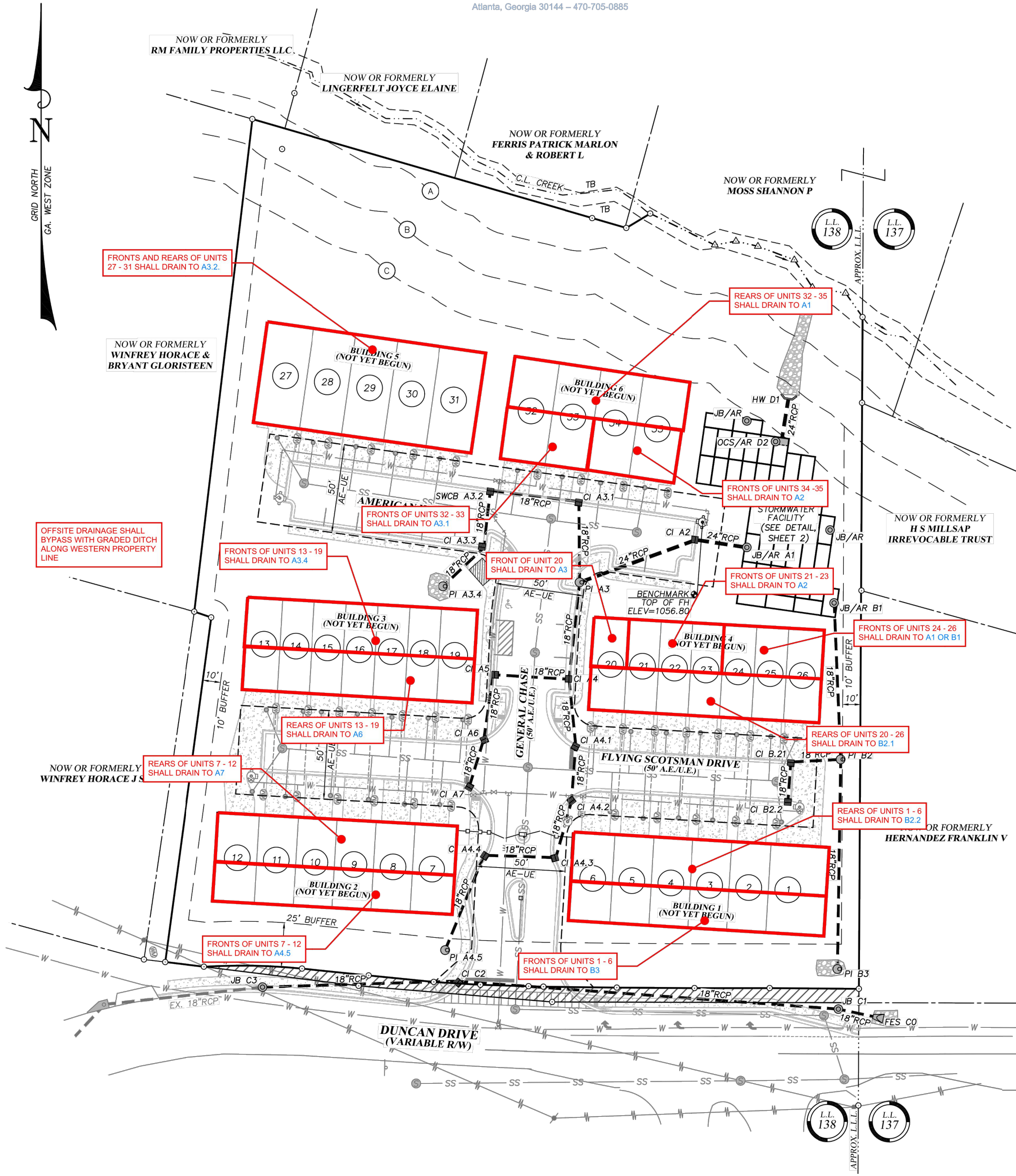
Lea Alvarez, City Clerk

CITY OF KENNESAW:

Derek Easterling, Mayor



CITY OF KENNESAW
ORDINANCE NO. 2022-04, 2022



COBB COUNTY PROJECT # SPR-2022-K004

REVISION

REV. #1 - SEE NOTE SHEET 2

DATE

05.07.25

FINAL PLAT OF:

DEVIN'S SHIRE

LOCATED IN LAND LOT 138

20TH DISTRICT

CITY OF KENNESAW

COBB COUNTY, GEORGIA

JUNE 5, 2024

G U N N E Y

S U R V E Y

141 Railroad Street, Suite 116

Canton, Georgia 30114

www.gunnysurvey.com

678.880.7502

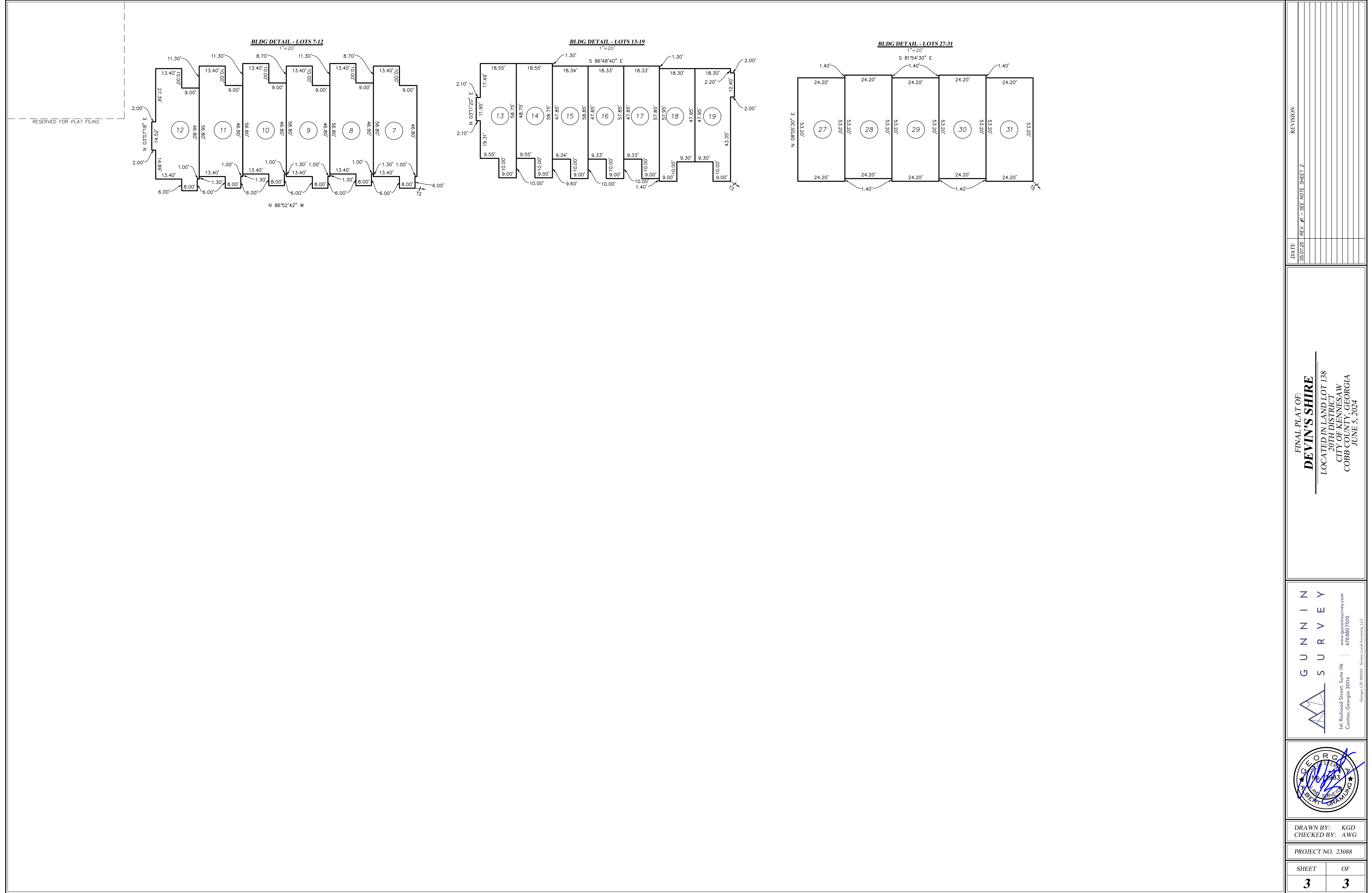
Georgia LSF 00033 - Gunnin Land Surveying, LLC



DRAWN BY: KGD
CHECKED BY: AWG

PROJECT NO. 23088

SHEET OF
2 3





Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Plan Review Committee Members
Darryl Simmons, Zoning Administrator
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: June 16, 2025

The final plat (FP2025-02) was submitted by the applicant Gunnin Land Surveying for Devin's Shire Townhome subdivision (Parcel number 20013804350) consisting of thirty-five (35) townhomes on 3.731+/- acres of land. The final plat was received and reviewed by the Plan Review Committee.

The submission includes revisions to the lot lines for lots 7-12, 13-19, and 27-31. All members of the Plan Review Committee have verified the plat, and all comments have been addressed. The final plat is in compliance and is now ready for your consideration and approval.

Scott Banks, Plan Review Coordinator



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: June 16, 2025
TITLE: **Crime Stats: May 2025**
Consideration to accept the May 2025 crime statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. M&C Report May 2025 PPT

May 2025 Crime Statistics



Group A Crimes	May 2025	May 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	2 (-4)	6	18 (-1)	19
INTIMIDATION	9 (+0)	9	54 (+20)	34
SIMPLE ASSAULT	14 (-16)	30	65 (-33)	98
HOMICIDE OFFENSES	0 (+0)	0	0 (-1)	1
SEX OFFENSES	3 (+1)	2	13 (-3)	16
KIDNAPPING	2 (+0)	2	4 (-2)	6
MOTOR VEHICLE THEFT	3 (+3)	0	13 (+7)	6
BURGLARY	1 (+1)	0	14 (-1)	15
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
EMBEZZLEMENT	1 (+1)	0	2 (+0)	2
BRIBERY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
ROBBERY	0 (-1)	1	3 (+2)	1
FORGERY	1 (+0)	1	5 (-2)	7
EXTORTION	4 (+1)	3	8 (+0)	8
FRAUD OFFENSES	21 (+1)	20	83 (+19)	64
LARCENY/ THEFT OFFENSES	11 (+2)	9	69 (+11)	58
VANDALISM	5 (+0)	5	21 (-9)	30
STOLEN PROPERTY OFFENSES	1 (-2)	3	7 (-1)	8
DRUG/ NARCOTICS OFFENSES	23 (-9)	32	133 (-19)	152
PORNOGRAPHY OBSCENE MATERIAL	0 (-2)	2	1 (-4)	5
WEAPONS LAW VIOLATIONS	4 (-1)	5	19 (+1)	18
Totals	105	130	533	548

	May 2025	May 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	778 (-36)	814	3,697 (-81)	3,778
Self-Initiated Activity	1,260 (+139)	1,121	6,516 (+1,047)	5,469
Traffic Citations	568 (+92)	476	2,802 (+78)	2,724
Traffic Warnings*	681 (+164)	517	3,545 (+832)	2,713
Arrests**	82 (+13)	69	395 (+8)	387

	May 2025	May 2024	YTD 2025	YTD 2024
Auto Accidents	102 (-21)	123	506 (-43)	549
Accident w/ Injury	7 (+1)	6	49 (+5)	44
Hit and Run	15 (+3)	12	61 (+2)	59
Hit and Run w/ Injury	0 (-2)	2	2 (-4)	6
Person Hit by Auto w/ Injury	0 (+0)	0	3 (+2)	1

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



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: June 16, 2025
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: June 16, 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