

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**

August 4, 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****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. Third and Final Public Hearing: Maintenance and Operation (M&O) Millage Rate**

Consideration for approval of a Resolution to adopt the proposed Maintenance and Operation (M&O) Millage Rate.

B. Third and Final Public Hearing: Bond Millage Rate

Consideration for approval of a Resolution to adopt the proposed Bond Millage Rate.

11. Consent Agenda**A. Minutes: July 14, 2025 Work Session**

Approval of the July 14, 2025, City Council Work Session minutes.

B. Minutes: July 21, 2025 Regular Meeting

Approval of the July 21, 2025, City Council Regular Meeting minutes.

C. Cemetery Deed: Section III-41-H

Authorization for the Mayor to sign a Deed for a Cemetery Lot purchased by Victoria Ramsey.

D. Resolution: Update to Personnel Policy and Procedures Manual

Consideration for approval of a Resolution revising the Personnel Policy and Procedures Manual section 15.5 Training, Conference, and Meeting Attendance Travel Policy.

12. General and Administrative

A. Alcohol License: Legacy Liquors LLC

Consideration for approval of an Alcohol Retail Package License for Beer, Wine, Liquor and Sunday Sales for Legacy Liquors LLC d/b/a Bottle Shop located at 2774 Cobb Pkwy NW Ste. 111 Kennesaw, Ga 30152. Applicant: Kantilal Dadhaniya

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. Resolution: Contract with C.W. Matthews Contracting Co., Inc., for Street Resurfacing

Consideration for approval of a Resolution awarding a contract to C.W. Matthews Contracting Co., Inc., for the resurfacing of various streets.

16. Recreation and Culture

17. Community Development

A. Central Business District Project Application: 2785 Watts Dr

Consideration to review a Central Business District project application request to construct a residential development consisting of eight (8) detached dwelling units on 0.363 +/- acres located at 2785 Watts Drive (Parcel #20013900580). Case #CBD2025-03

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: Jennifer Gordy, Finance Director

DATE: August 4, 2025

TITLE: **Third and Final Public Hearing: Maintenance and Operation (M&O) Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Maintenance and Operation (M&O) Millage Rate.

Summary:

The City of Kennesaw is proposing a millage rate of 7.75 mills for M&O which is the same as last year. The dates of the public hearings were properly advertised in the Marietta Daily Journal on July 19 and 26, 2025, whereas the Current 2025 Tax Digest and 5-Year History of Levy was published once on July 19, 2025, in accordance with O.C.G.A. Section 48-5-32. The first and second public hearings were held on July 28, 2025, at 6:00 pm and August 4, 2025, at 10:30 am, respectively.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025 - M&O Millage Rate Adoption
2. 2. Advertisement of current & 5 year history and adoption date-Kennesaw Tax Year 2025 FY 26 no rollback
3. 3. Notice of Property Tax Increase Ad Tax Year 2025 FY26 UPDATED 7.1.25
4. 4. Additional Ad 2025
5. 5. Press Release Notice of Property Tax IncreaseTY 2025 FY26
6. 2025-07-19 Propert Tax Ad - Five Year Digest & Notice of Tax Increase
7. 2025-07-19 Property Tax Ad - City Not Increasing Tax Rates
8. 2025-07-19 Property Tax Ad - Notice of Tax Increase
9. 2025-07-26 Property Tax Ad - City Not Increasing Taxes
10. 2025-07-26 Property Tax Ad - Notice of Tax Increase

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-

**RESOLUTION OF THE KENNESAW CITY COUNCIL TO ESTABLISH
A MAINTENANCE & OPERATION (M&O) MILLAGE RATE
FOR THE CITY OF KENNESAW FOR FISCAL YEAR 2025-2026**

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

WHEREAS, the City of Kennesaw, Georgia desires to establish its ad valorem tax millage rate for the fiscal year 2025-2026; and

WHEREAS, the governing authority has advertised its intent to establish said millage rate by placing an advertisement conforming to O.C.G.A. §48-5-32(c) in a newspaper of general circulation of Cobb County serving the residents of the City of Kennesaw, said advertisement appearing two (2) weeks prior to the hearing at which said millage rate is to be considered; and

WHEREAS, the public hearings required by O.C.G.A. §48-5-32(c) were duly held on July 28, 2025, and August 4, 2025, prior to the adoption of this resolution; and

WHEREAS, the final millage rate has been calculated by the governing authority to be 7.75 mills for Maintenance & Operation (M&O) and the final millage rate for the Bond will be adopted by separate resolution.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council does hereby establish the M&O millage rate for the City of Kennesaw, Georgia, ad valorem property tax, for the 2025-2026 fiscal year at 7.75 mills.

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of August 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

NOTICE

The Mayor and City Council of the City of Kennesaw does hereby announce that the tax millage rate for Fiscal Year 2026 will be set at a meeting of the Mayor and Council held in the Council Chambers of City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA on August 4, 2025 at 6:30 PM. Pursuant to the requirements of O.C.G.A. Section 48-5-32, the City of Kennesaw does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2025 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2020	2021	2022	2023	2024	2025
Real & Personal	1,626,627,090	1,740,178,425	2,018,309,824	2,293,915,007	2,497,672,724	2,666,756,393
Motor Vehicle	10,584,720	8,208,810	7,068,760	6,794,230	5,839,070	5,170,940
Mobile Homes	1,667,223	1,592,910	1,620,674	1,613,365	1,566,354	1,575,073
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	30,741	7,873	87,115	36,503	32,339	34,181
Gross Tax Digest	1,638,909,774	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587
Less M&O Exemptions	334,808,625	321,498,717	466,305,125	537,172,801	609,207,363	618,024,011
Net M&O Digest	1,304,101,149	1,428,489,301	1,560,781,248	1,765,186,304	1,895,903,124	2,055,512,576
Gross M&O Millage Rate	8.00	8.00	8.00	8.00	7.75	7.75
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.25	0.00	0.00
Net M&O Millage Rate	8.00	8.00	8.00	7.75	7.75	7.75
Net M&O Taxes Levied	10,432,809	11,427,914	12,486,250	13,680,194	14,693,249	15,930,222
Gross Tax Digest	1,638,909,774	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587
Less Bond Exemptions	229,834,718	192,887,844	251,473,580	265,480,930	289,439,587	300,736,582
Net Bond Digest	1,409,075,056	1,557,100,174	1,775,612,793	2,036,878,175	2,215,670,900	2,372,800,005
Gross Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.00	0.00
Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Net Bond Taxes Levied	2,113,613	2,335,650	2,663,419	3,055,317	3,323,506	3,559,200
Net M&O Taxes \$ Increase	610,502	995,105	1,058,336	1,193,944	1,013,055	1,236,973
Net M&O Taxes % Increase	6.2%	9.5%	9.3%	9.6%	7.4%	8.4%
Net Bond Taxes \$ Increase	137,796	222,037	327,769	391,898	268,189	235,694
Net Bond Taxes % Increase	7.0%	10.5%	14.0%	14.7%	8.8%	7.1%
All concerned citizens are invited to public hearings held at the Kennesaw City Hall Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw GA on the dates and times below: Monday, July 28, 2025 6:00 PM (Special Called Meeting) Monday, August 4, 2025 10:30 AM (Special Called Meeting) and 6:30 PM (Final Adoption)						

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 1.93 percent for M&O and 1.69 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, July 28, 2025, at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 4, 2025 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.50 mills for Bond, an increase of 0.147 mills for M&O and 0.025 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.603 mills for M&O and 1.475 mills for Bond. The proposed tax increase for a home with a fair market value of \$375,000 is approximately \$22 increase for M&O and \$4 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$675,000 is approximately \$40 increase for M&O and \$7 increase for Bond.

**IMPORTANT ADDITIONAL INFORMATION
NOTICE TO KENNESAW TAXPAYERS
CITY NOT INCREASING TAX RATES**

According to Georgia law, all taxing agencies must advertise a tax increase and hold three public hearings to claim taxes on reassessed properties even if the millage rate remains unchanged as is the case in Kennesaw. The City of Kennesaw has tentatively adopted a millage rate equal to last year's millage of 9.25 mills.

PRESS RELEASE ANNOUNCING PROPERTY TAX INCREASE

The City of Kennesaw today announces its intention to increase the 2025 property taxes it will levy this year by 1.93 percent for M&O and 1.69 percent for Bond over the rollback millage rate.

Each year, the board of tax assessors is required to review the assessed value for property tax purposes of taxable property in the county. When the trend of prices on properties that have recently sold in the county indicate there has been an increase in the fair market value of any specific property, the board tax assessors is required by law to re-determine the value of such property and adjust the assessment. This is called a reassessment.

When the total digest of taxable property is prepared, Georgia law requires that a rollback millage rate must be computed that will produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.

The budget tentatively adopted by the City of Kennesaw Council requires a millage rate higher than the rollback millage rate; therefore, before the City of Kennesaw Council may finalize the tentative budget and set a final millage rate, Georgia law requires three public hearings to be held to allow the public an opportunity to express their opinions on the increase.

All concerned citizens are invited to the public hearings on this tax increase to be held at the City of Kennesaw Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on July 28, 2025 at 6:00 PM and August 4, 2025 at 10:30 AM and 6:30 PM.

House sends \$9B rescissions package to president’s desk

By Rachel Oswald
CQ-Roll Call

WASHINGTON — The House early Friday narrowly cleared a package to cancel \$9 billion in federal spending, the first time in decades lawmakers have agreed to a White House request to claw back funding previously approved by Congress.

The action marks a significant victory for the Trump administration and paves the way for future spending cancellations to be sent to Congress.

The vote, 216-213, would effectively cancel \$7.9 billion in foreign aid funding and \$1.1 billion in taxpayer support for the Corporation for Public Broadcasting, which provides grants to NPR and PBS. The package was a high priority for the Trump administration and would effectively codify cuts made by the Department of Government Efficiency, known as DOGE.

Lawmakers voted to adopt a rule that “deemed” the Senate-amended bill as having cleared the House, bypassing any need for further recorded votes. That maneuver sent the rescissions bill to President Donald Trump’s desk, where he is expected to sign it quickly.

In the past, leaders of both parties have used the strategy as a way to avoid direct votes on politically contentious issues, such as raising the debt limit.

The last time Congress tried to pass a White House rescissions package was during Trump’s first administration in 2018, when their efforts were derailed in the Senate by a surprise “no” vote from then-Sen. Richard M. Burr. The North Carolina Republican was displeased at the time with proposed cuts to the Land and Water Conservation Fund.



Director of the US Office of Management and Budget Russell Vought speaks to reporters outside the West Wing of the White House on July 17.

This time, a small minority of Republican lawmakers — Brian Fitzpatrick of Pennsylvania and Michael R. Turner of Ohio — joined with all Democrats in the House to vote against the spending clawbacks, but GOP leaders managed to cobble together enough votes to bring the measure across the legislative finish line.

Congress cleared the package the day of the 45-day statutory deadline set out by the 1974 impoundment control law.

Still, the process in the House was not seamless. Floor action on the measure faced an hourslong delay Thursday as Republicans on the Rules Committee grappled with pressure from Democrats on a measure to provide for the release of Justice Department files on convicted sex-offender Jeffrey Epstein.

Democrats on the Rules panel have

taken to forcing votes during recent markups in an effort to compel the release of information related to Epstein. Republicans sought to tamp down the issue by backing a resolution calling on the Justice Department to release the files. Shortly before GOP leaders secured the necessary support to move the resolution to the floor, Trump in a Truth Social post announced he would direct Attorney General Pamela Bondi to release relevant grand jury testimony.

Opponents of the rescissions package, including Democrats as well as a few moderate Republicans like Sens. Susan Collins of Maine and Lisa Murkowski of Alaska, have lambasted the White House for not providing details on which specific foreign aid programs will lose funding from the spending clawbacks.



U.S. President Donald Trump speaks during a meeting with Bahraini Crown Prince Salman bin Hamad al-Khalifa in the Oval Office of the White House on July 16.

Trump diagnosed with vein condition

By Dave Goldiner
New York Daily News

President Donald Trump was diagnosed with a treatable medical condition known as chronic venous insufficiency after undergoing an unscheduled examination prompted by swelling in his ankles, the White House said Thursday.

Trump, 79, was deemed in “excellent health” and there was no sign of more serious health problems like heart failure or blood clots, said White House press secretary Karoline Leavitt.

CVI is a condition caused when veins in the legs become damaged and struggle to return blood back to the heart, causing fluid to pool in lower extremities, especially ankles.

It is fairly common among

older people, especially those who are overweight like Trump.

The condition is not serious in itself but can be a warning sign of more serious heart conditions, which may be why Trump’s doctors ordered more tests.

The tests showed no evidence of more serious conditions like deep vein thrombosis or arterial disease. An echocardiogram showed normal cardiac structure and function, Leavitt said, adding that all results from testing were “within normal limits.”

“The president remains in excellent health,” Leavitt said.

Doctors also examined bruising on the back of Trump’s hands, which they attributed to regular aspirin usage that may have been worsened by frequent hand shaking.

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‘Kimmel is next’: Trump gloats after cancellation of Colbert’s ‘Late Show’

By Lauren Harvey
Los Angeles Times

LOS ANGELES — President Donald Trump is celebrating the cancellation of Stephen Colbert’s “The Late Show” on CBS — and calling for even more late-night hosts to be axed.

“I absolutely love that Colbert got fired. His talent was even less than his ratings,” Trump wrote Friday morning on Truth Social. “I hear Jimmy Kimmel is next. Has even less talent than Colbert!”

He added that Greg Gutfeld, who has a late-night show and co-hosts “The Five” on Fox News, “is better than all of them combined, including the Moron on NBC who ruined the once great Tonight Show,” referring to Jimmy Fallon.

Although “Late Night” is the top-rated late-night broadcast show, “Gutfeld!” draws a bigger audience.

Colbert, 61, has hosted the show for a decade and shared the news of its cancellation Thursday night, noting that he was made aware of the decision only the night before. “The Late Show” will end in May.

“It’s not just the end of our show, but it’s the end of ‘The Late Show’ on CBS,” Colbert said. “I’m not being replaced. This is all just going away.”

CBS said the decision was “purely financial.” The cancellation comes after Colbert criticized the network’s parent company, Paramount Global, for settling a lawsuit filed by Trump last year over the editing of a “60 Minutes” interview with Kamala Harris. Colbert called the \$16-million settlement a “big fat bribe” Monday night, noting that Paramount is awaiting federal approval for its \$8-billion merger with Skydance Media.

Both branches of the Writers Guild called on New York Atty. Gen. Letitia James to investigate Paramount.

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Dave Killen/oregonlive.com/TNS
An aerial view of an Amazon data center near Boardman, Oregon.

State pausing reviews of data center plans

By Dave Williams
Capitol Beat News Service

ATLANTA — An Atlanta-based environmental advocate is criticizing the Georgia Department of Community Affairs’ (DCA) decision to pause state reviews of new data center proposals.

While the decision will not stop local governments from approving data center projects, it will rob local water planners of the state’s valuable input, Chris Manganiello, water policy director for the nonprofit group Chattahoochee Riverkeeper, said Thursday.

“Rather than the state helping regions think through this stuff, it’s going to leave planners flying blind,” he said. “We’ll end up with a patchwork of moratoria and ordinances at the local level addressing data center development.”

Manganiello’s comments came during the kickoff meeting of a Georgia House subcommittee examining the potential impacts of the growing number of data centers springing up across the state on water use. A second sub-

committee is looking at how data centers are likely to affect consumption of electricity.

Data centers have exploded so quickly that elected officials in DeKalb, Coweta, Douglas, and Bartow counties have imposed moratoria on new projects. The Atlanta City Council voted last month to prohibit data centers from setting up in some neighborhoods and require developers to seek a special-use permit for construction.

Danny Johnson, director of the Metropolitan North Georgia Water Planning District, told water subcommittee members more than 50 data centers are operating currently in Georgia while more than 40 more have been proposed.

Data centers use huge quantities of water, with a typical data center consuming the same amount of water per day as the cities of Marietta or Valdosta, he said.

However, data center developers have proven willing to install water-saving strategies including “closed-loop cooling” to reduce their water consumption, even though such technology is expensive.

Fossil fuels will remain part of Ga. Power energy-supply mix

By Dave Williams
Capitol Beat News Service

ATLANTA — Georgia energy regulators Tuesday unanimously approved Georgia Power’s plan to keep burning coal and gas to generate electricity, a move critics warned will increase rates to meet the unsubstantiated needs of data centers.

The state Public Service Commission (PSC) signed off on the Atlanta-based utility’s 2025 Integrated Resource Plan (IRP), outlining the mix of energy sources the company intends to rely on for power generation during the coming years. Although Tuesday’s vote took place with virtually no discussion, it followed months of hearings on the plan, which Georgia Power submitted in January.

The IRP authorizes Georgia Power to produce at least 6,000 additional megawatts of generating capacity through 2031 and up to 8,500 megawatts if the utility demonstrates a need for it. To help meet that demand, the company plans to continue operating coal-burning plants at Plant Bowen near Cartersville and Plant Scherer near Macon and boost natural gas production at Plant McIntosh near Savannah.

The plan also commits Georgia Power to increasing its use of renewable energy through new utility-scale and rooftop solar projects as well as battery storage.

“As our state continues to grow and thrive, the approval of this comprehensive plan helps to ensure we have the resources and programs we need to reliably and economically meet the future energy needs of our customers,” Kim Greene, chairman, president and CEO of Georgia Power, said after Tuesday’s 5-0 vote. “I’m grateful to everyone

Meet the Commission



Jason Shaw,
Chairman



Tim Echols,
Vice Chairman



Fitz
Johnson



Lauren
McDonald



Tricia
Pridemore

who helped develop this plan and participated in the process over the last six months, and to the Georgia PSC for its careful consideration and approval of a strategy that will help us deliver the energy Georgians need and deserve.”

The company had planned to close all of its coal plants but decided the two Georgia plants and an additional coal plant in Alabama are still needed to help meet an unprecedented increase in generating capacity required to serve the rapid growth of power-hungry data centers springing up across Georgia.

“As data center construction continues in Georgia, this IRP puts us in a safe and secure spot to meet that energy demand,” commission Chairman Jason Shaw said. “This long-term plan continues to strike a balance between reliability and affordability.”

The PSC passed a rule in January aimed at making sure data centers and other “large-load” customers pick up the costs of the additional capacity they need rather than pass on those expenses to residential and small-business ratepayers. But legislation that would have given that mandate the authority of state law failed to gain traction in the General Assembly this year.

Two weeks ago, the commission approved Georgia Power’s plan to freeze base rates for the next three years. However, the company still will be allowed to recover from customers its storm damage costs from Hurricane Helene as soon as next year.

Environmental groups that have opposed the IRP said Tuesday’s vote will drive up electric rates while continued use of fossil fuels will harm both the environment and human health.

“The commissioners’ reckless vote today means devastating costs and impacts are coming for the people of Georgia,” said Neil Sardana, senior policy manager for the nonprofit Georgia Conservation Voters. “In 10 years, bills really could double if we continue down this path.”

Opponents also argued the plan is based on unreliable projections of the need for a huge increase in generating capacity. They cited language in an agreement Georgia Power and the PSC’s Public Interest Advocacy Staff reached last week endorsing the IRP that acknowledged the projections used to justify the utility’s continued need for fossil fuels are uncertain.

Environmental advocates also charged Georgia Power with violating the terms of a previous agreement by abandoning a pledge to expand “demand-side management” programs through energy conservation initiatives.

“I am shocked that Georgia Power did not honor its commitment and heartbroken the commission did not step up and defend billpayers in this moment,” said Jennifer Whitfield, a senior attorney in the Southern Environmental Law Center’s Atlanta office. “The commission had an opportunity to give this plan a silver lining but instead left meaningful relief for Georgians on the table.”

SIMPLY



IMPORTANT ADDITIONAL INFORMATION
NOTICE TO KENNESAW TAXPAYERS
CITY NOT INCREASING TAX RATES

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 4434 Oglethorpe Loop \$2,690,000 Exceptional estate is the prestigious Governors Towne Club. Contact Shannon VanHorn at 404-915-0857..	 515 St Barbaras Lane \$1,650,000 Beautifully designed home and grounds, tucked away in premier Marietta location. Contact Johnny Walker at 404-993-9750.	 278 N Marietta Pkwy \$1,150,000 Stately brick office building in central Marietta location w/ versatile floor plan. Contact Johnny at 404-993-9750.	 415 S Woodland Dr. \$1,049,999 Charming brick ranch in Whitlock Heights with large guest house & pool, adjacent to golf course. Contact Johnny at 404-993-9750.	 4547 Meadow Green Ln \$785,000 Elegant home with luxurious amenities in Acworth’s Great Oaks Estates. Contact Paige Walden at 770-841-0866.
 946 Cornwall Ct \$695,000 Large home with versatile floorplan in Marietta City’s Charlton Forge swim/ tennis neighborhood. Contact Meg Burton at 678-749-3126.	 1241 Hightower Crossing \$659,900 Updated townhome with chef’s kitchen in Marietta Walk neighborhood. Contact Shannon VanHorn at 404-915-0857.	 605 Stone Field Run \$599,900 Meticulously maintained townhome in quaint Marietta Walk community. Contact Shannon VanHorn at 404-915-0857.	 2010 Barnes Mill Rd \$550,000 Stunning contemporary home in highly desirable East Cobb community. Contact Keli Sanderson at 770-653-8362.	 102-A S Cay Dr \$343,000 Brand new home on nearly an acre with seasonal lake views in Milledgeville. Contact Andrew Hairitis at 678-301-0065.
 226 Polk St \$499,999 Adorable 1940’s “Bell Bomber” bungalow, just half a mile from the Marietta Square. Contact Johnny Walker at 404-993-9750.	 216 Laurelcree Ln \$415,000 Beautiful home in Dallas with low interest, assumable loan! Contact Shannon VanHorn at 404-915-0857.	 2362 St Davids Sq \$715,000 Luxurious, end unit townhome in The Overlook at Marietta CC’s Winterfield Ct. Contact Shannon VanHorn at 404-915-0857.	 388 Talcott Cir \$610,000 Mid-century brick ranch with a basement, on half an acre, just blocks from the Marietta Square. Contact Elizabeth Denney at 770-262-2893.	 9470 Hillside Dr \$574,500 Spacious home in Roswell’s coveted Martin’s Landing neighborhood. Contact Kelly Sanderson at 770-653-8362.
 3425-7 Villa Rica Hwy \$525,000 Investor property with commercial potential. Contact Liz Helenek at 404-805-5729.	 5239 Ferry Creek Ln \$385,000 Charming 3-bedroom retreat with a basement on 1.5 wooded acres with a creek. Contact Angie Pfeuffer at 770-597-5740.	 206 Five Iron Ct \$435,000 Great home with a flexible layout in North Cobb’s Blue Springs swim/tennis neighborhood. Contact Katie Berry at 404-422-4810.	 633 Tom Read Dr \$239,000 Fantastic find in City of Marietta - completely remodeled 2 bed/1bath home! Contact Brian McNair at 678-462-9932.	Under Contract  854 Parkway Dr \$325,000 Beautifully updated retreat in the heart of Smyrna. Contact Kelly Sanderson at 770-653-8362.

House sends \$9B rescissions package to president’s desk

By Rachel Oswald
CQ-Roll Call

WASHINGTON — The House early Friday narrowly cleared a package to cancel \$9 billion in federal spending, the first time in decades lawmakers have agreed to a White House request to claw back funding previously approved by Congress.

The action marks a significant victory for the Trump administration and paves the way for future spending cancellations to be sent to Congress.

The vote, 216-213, would effectively cancel \$7.9 billion in foreign aid funding and \$1.1 billion in taxpayer support for the Corporation for Public Broadcasting, which provides grants to NPR and PBS. The package was a high priority for the Trump administration and would effectively codify cuts made by the Department of Government Efficiency, known as DOGE.

Lawmakers voted to adopt a rule that “deemed” the Senate-amended bill as having cleared the House, bypassing any need for further recorded votes. That maneuver sent the rescissions bill to President Donald Trump’s desk, where he is expected to sign it quickly.

In the past, leaders of both parties have used the strategy as a way to avoid direct votes on politically contentious issues, such as raising the debt limit.

The last time Congress tried to pass a White House rescissions package was during Trump’s first administration in 2018, when their efforts were derailed in the Senate by a surprise “no” vote from then-Sen. Richard M. Burr. The North Carolina Republican was displeased at the time with proposed cuts to the Land and Water Conservation Fund.



Director of the US Office of Management and Budget Russell Vought speaks to reporters outside the West Wing of the White House on July 17.

This time, a small minority of Republican lawmakers — Brian Fitzpatrick of Pennsylvania and Michael R. Turner of Ohio — joined with all Democrats in the House to vote against the spending clawbacks, but GOP leaders managed to cobble together enough votes to bring the measure across the legislative finish line.

Congress cleared the package the day of the 45-day statutory deadline set out by the 1974 impoundment control law.

Still, the process in the House was not seamless. Floor action on the measure faced an hourslong delay Thursday as Republicans on the Rules Committee grappled with pressure from Democrats on a measure to provide for the release of Justice Department files on convicted sex-offender Jeffrey Epstein.

Democrats on the Rules panel have

taken to forcing votes during recent markups in an effort to compel the release of information related to Epstein. Republicans sought to tamp down the issue by backing a resolution calling on the Justice Department to release the files. Shortly before GOP leaders secured the necessary support to move the resolution to the floor, Trump in a Truth Social post announced he would direct Attorney General Pamela Bondi to release relevant grand jury testimony.

Opponents of the rescissions package, including Democrats as well as a few moderate Republicans like Sens. Susan Collins of Maine and Lisa Murkowski of Alaska, have lambasted the White House for not providing details on which specific foreign aid programs will lose funding from the spending clawbacks.



U.S. President Donald Trump speaks during a meeting with Bahraini Crown Prince Salman bin Hamad al-Khalifa in the Oval Office of the White House on July 16.

Trump diagnosed with vein condition

By Dave Goldiner
New York Daily News

President Donald Trump was diagnosed with a treatable medical condition known as chronic venous insufficiency after undergoing an unscheduled examination prompted by swelling in his ankles, the White House said Thursday.

Trump, 79, was deemed in “excellent health” and there was no sign of more serious health problems like heart failure or blood clots, said White House press secretary Karoline Leavitt.

CVI is a condition caused when veins in the legs become damaged and struggle to return blood back to the heart, causing fluid to pool in lower extremities, especially ankles.

It is fairly common among

older people, especially those who are overweight like Trump.

The condition is not serious in itself but can be a warning sign of more serious heart conditions, which may be why Trump’s doctors ordered more tests.

The tests showed no evidence of more serious conditions like deep vein thrombosis or arterial disease. An echocardiogram showed normal cardiac structure and function, Leavitt said, adding that all results from testing were “within normal limits.”

“The president remains in excellent health,” Leavitt said.

Doctors also examined bruising on the back of Trump’s hands, which they attributed to regular aspirin usage that may have been worsened by frequent hand shaking.

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Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 4, 2025 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.50 mills for Bond, an increase of 0.147 mills for M&O and 0.025 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.603 mills for M&O and 1.475 mills for Bond. The proposed tax increase for a home with a fair market value of \$375,000 is approximately \$22 increase for M&O and \$4 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$675,000 is approximately \$40 increase for M&O and \$7 increase for Bond.

‘Kimmel is next’: Trump gloats after cancellation of Colbert’s ‘Late Show’

By Lauren Harvey
Los Angeles Times

LOS ANGELES — President Donald Trump is celebrating the cancellation of Stephen Colbert’s “The Late Show” on CBS — and calling for even more late-night hosts to be axed.

“I absolutely love that Colbert got fired. His talent was even less than his ratings,” Trump wrote Friday morning on Truth Social. “I hear Jimmy Kimmel is next. Has even less talent than Colbert!”

He added that Greg Gutfeld, who has a late-night show and co-hosts “The Five” on Fox News, “is better than all of them combined, including the Moron on NBC who ruined the once great Tonight Show,” referring to Jimmy Fallon.

Although “Late Night” is the top-rated late-night broadcast show, “Gutfeld!” draws a bigger audience.

Colbert, 61, has hosted the show for a decade and shared the news of its cancellation Thursday night, noting that he was made aware of the decision only the night before. “The Late Show” will end in May.

“It’s not just the end of our show, but it’s the end of ‘The Late Show’ on CBS,” Colbert said. “I’m not being replaced. This is all just going away.”

CBS said the decision was “purely financial.” The cancellation comes after Colbert criticized the network’s parent company, Paramount Global, for settling a lawsuit filed by Trump last year over the editing of a “60 Minutes” interview with Kamala Harris. Colbert called the \$16-million settlement a “big fat bribe” Monday night, noting that Paramount is awaiting federal approval for its \$8-billion merger with Skydance Media.

Both branches of the Writers Guild called on New York Atty. Gen. Letitia James to investigate Paramount.

NOTICE						
The Mayor and City Council of the City of Kennesaw does hereby announce that the tax millage rate for Fiscal Year 2026 will be set at a meeting of the Mayor and Council held in the Council Chambers of City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA on August 4, 2025 at 6:30 PM. Pursuant to the requirements of O.C.G.A. Section 48-5-32, the City of Kennesaw does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.						
CURRENT 2025 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2020	2021	2022	2023	2024	2025
Real & Personal	1,626,627,090	1,740,178,425	2,018,309,824	2,293,915,007	2,497,672,724	2,666,756,393
Motor Vehicle	10,584,720	8,208,810	7,068,760	6,794,230	5,839,070	5,170,940
Mobile Homes	1,667,223	1,592,910	1,620,674	1,613,365	1,566,354	1,575,073
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	30,741	7,873	87,115	36,503	32,339	34,181
Gross Tax Digest	1,638,909,774	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587
Less M&O Exemptions	334,808,625	321,498,717	466,305,125	537,172,801	609,207,363	618,024,011
Net M&O Digest	1,304,101,149	1,428,489,301	1,560,781,248	1,765,186,304	1,895,903,124	2,055,512,576
Gross M&O Millage Rate	8.00	8.00	8.00	8.00	7.75	7.75
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.25	0.00	0.00
Net M&O Millage Rate	8.00	8.00	8.00	7.75	7.75	7.75
Net M&O Taxes Levied	10,432,809	11,427,914	12,486,250	13,680,194	14,693,249	15,930,222
Gross Tax Digest	1,638,909,774	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587
Less Bond Exemptions	229,834,718	192,887,844	251,473,580	265,480,930	289,439,587	300,736,582
Net Bond Digest	1,409,075,056	1,557,100,174	1,775,612,793	2,036,878,175	2,215,670,900	2,372,800,005
Gross Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.00	0.00
Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Net Bond Taxes Levied	2,113,613	2,335,650	2,663,419	3,055,317	3,323,506	3,559,200
Net M&O Taxes \$ Increase	610,502	995,105	1,058,336	1,193,944	1,013,055	1,236,973
Net M&O Taxes % Increase	6.2%	9.5%	9.3%	9.6%	7.4%	8.4%
Net Bond Taxes \$ Increase	137,796	222,037	327,769	391,898	268,189	235,694
Net Bond Taxes % Increase	7.0%	10.5%	14.0%	14.7%	8.8%	7.1%
All concerned citizens are invited to public hearings held at the Kennesaw City Hall Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw GA on the dates and times below:						
Monday, July 28, 2025 6:00 PM (Special Called Meeting)						
Monday, August 4, 2025 10:30 AM (Special Called Meeting) and 6:30 PM (Final Adoption)						

Three weeks later, Trump administration gives Georgia its afterschool money

By Ty Tagami
Capitol Beat News Service

ATLANTA — Federal dollars that Georgia has been counting on to cover after-school program costs have been disbursed.

The administration of President Donald Trump was expected to release funding for the 21st Century Community Learning Centers program July 1 but withheld it until this week.

State School Superintendent Richard Woods had been calling on the federal government to release the money since early July.

“I deeply believe in fiscal responsibility, which means evaluating the use of funds and seeking out efficiencies, but also means being responsible — releasing funds

already approved by Congress and signed by President Trump,” Woods said July 7. He repeated that message last Friday upon hearing reports that the money would be released Monday.

Monday came and went, but the Georgia Department of Education said it had not yet received the money.

Finally on Wednesday, the agency confirmed receipt of its \$40.6 million share.

Nationally, the program serves about 1.4 million youths through state education grants that are in turn paid for with about \$1.4 billion from the federal government, according to the Afterschool Alliance.

It is the largest single funding source for a program that provides afterschool learning for more than 27,000 youths

in at least 230 Georgia communities, according to the Georgia Statewide Afterschool Network. The organization attributed the administration’s decision to release the funds to a collective effort by parents, program leaders, youth advocates, “community champions” and bipartisan efforts by lawmakers.

“Working parents in particular are breathing an enormous sigh of relief,” the group added.

Last Friday, while still awaiting the funds, Woods underscored how important that money is.

“With a new school year about to begin,” he said, “it’s critical that all approved funds are made available to ensure students start strong and educators have the support they need.”



Staff - File
In this October 2024 photo, Donald Trump speaks to supporters at the Cobb Energy Performing Arts Centre.



Staff - File
Georgia Insurance and Safety Fire Commissioner John King speaks at Cobb County Republican Women’s Club luncheon in May 2023.

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“Right now it’s clear there’s little path forward to the nomination,” King said on social media site X Thursday.

The retired major general in the U.S. Army National Guard and former police chief was the first GOP official elected statewide to join the race. Elected Georgia’s insurance and safety fire commissioner three years ago, King announced in May that he would challenge U.S. Rep. Buddy Carter of St. Simons in the Senate GOP primary.

on campaign fundraising. He and Carter reported gathering a similar amount from donors in their April through June federal filings, but Carter loaned his own campaign another couple million dollars, putting him well ahead of King.

Neither could match Ossoff’s fundraising prowess. The Democrat collected more than \$10 million during that same period, ending the second quarter with over \$15 million.

More Republicans could jump in, including college and pro football coach Derek Dooley. The son of legendary Bulldogs coach Vince Dooley is rumored to be favored by Kemp.

King, meanwhile, will run for re-election to his state post.

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ATLANTA — The state Senate is about to begin laying the groundwork for making Georgia the 10th state with no income tax.

Sen. Blake Tillery, R-Vidalia, who chairs the budget-writing Senate Appropriations Committee, announced plans Thursday for a series of hearings a newly created committee will hold later this summer and fall to pave the way for him to introduce legislation during the 2026 General Assembly session to eliminate Georgia’s income tax.

“This is about competitiveness, economic freedom, and letting hardworking Georgians keep their money in their pockets,” Tillery said during a news conference inside the state Capitol.

Tillery will chair the new Senate Committee on Eliminating Georgia’s Income Tax, which will include eight Republican senators and three Democrats. The panel is being formed by Lt. Gov. Burt Jones, the Senate’s presiding officer, who has pledged to make getting rid of the state income tax a key platform plank as he seeks the GOP nomination for governor next year.

Georgia Republicans have long made reducing the tax a major priority but have stopped short of abolishing it altogether. This year, the legislature’s Republican majorities passed a bill



Staff - File
State Sen. Blake Tillery, R-Vidalia, addresses the crowd at the Cobb GOP’s July Fourth 2025 BBQ in Kennesaw.

backed by GOP Gov. Brian Kemp that cut the income tax rate from 5.39% to 5.19% retroactive to the beginning of the current tax year.

Various proposals to repeal the tax that have sounded good on the campaign trail have prompted concerns over how to replace the lost tax revenue. States that don’t have an income tax have tended to offset that revenue with higher sales taxes.

Tillery said the nine states currently doing without an income tax have not suffered the financial catastrophe detractors have predicted. While the list mostly includes Republican-led states like Texas, Tennessee, and Florida, the Democratic-controlled states of New Hampshire and Washington also have done away with their state income taxes.

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Item Report

TO: The Honorable Mayor and City Council

FROM: Jennifer Gordy, Finance Director

DATE: August 4, 2025

TITLE: **Third and Final Public Hearing: Bond Millage Rate**
Consideration for approval of a Resolution to adopt the proposed Bond Millage Rate.

Summary:

The City of Kennesaw is proposing a millage rate of 1.5 for the Bond, which is the same as last year. The Bond millage rate is levied to fund the debt service on the \$15 million Recreation and Traffic Safety Bonds that were approved by the voters on September 21, 2004. The dates of the public hearings were properly advertised in the Marietta Daily Journal on July 19 and 26, 2025, whereas the Current 2025 Tax Digest and 5-Year History of Levy was published once on July 19, 2025, in accordance with O.C.G.A. Section 48-5-32. The first and second public hearings were held on July 28, 2025, at 6:00 pm and August 4, 2025, at 10:30 am, respectively.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025- Bond Millage Rate Adoption
2. 2. Advertisement of current & 5 year history and adoption date-Kennesaw Tax Year 2025 FY 26 no rollback
3. 3. Notice of Property Tax Increase Ad Tax Year 2025 FY26 UPDATED 7.1.25
4. 4. Additional Ad 2025
5. 5. Press Release Notice of Property Tax IncreaseTY 2025 FY26
6. 2025-07-19 Propert Tax Ad - Five Year Digest & Notice of Tax Increase
7. 2025-07-19 Property Tax Ad - City Not Increasing Tax Rates

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-

**RESOLUTION OF THE KENNESAW CITY COUNCIL TO ESTABLISH
THE BOND MILLAGE RATE FOR THE CITY OF KENNESAW FOR
FISCAL YEAR 2025-2026**

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

WHEREAS, the City of Kennesaw, Georgia desires to establish its ad valorem tax millage rate for the fiscal year 2025-2026; and

WHEREAS, the governing authority has advertised its intent to establish said millage rate by placing an advertisement conforming to O.C.G.A. §48-5-32(c) in a newspaper of general circulation of Cobb County serving the residents of the City of Kennesaw, said advertisement appearing two (2) weeks prior to the hearing at which said millage rate is to be considered; and

WHEREAS, the public hearings required by O.C.G.A. §48-5-32(c) were duly held on July 28, 2025, and August 4, 2025, prior to the adoption of this resolution; and

WHEREAS, the Bond millage rate has been calculated by the governing authority to be 1.5 mills and the final millage rate for Maintenance & Operation (M&O) will be adopted by separate resolution.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council does hereby establish the bond millage rate for the City of Kennesaw, Georgia, ad valorem property tax, for the 2025-2026 fiscal year at 1.5 mills.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of August 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

NOTICE

The Mayor and City Council of the City of Kennesaw does hereby announce that the tax millage rate for Fiscal Year 2026 will be set at a meeting of the Mayor and Council held in the Council Chambers of City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, GA on August 4, 2025 at 6:30 PM. Pursuant to the requirements of O.C.G.A. Section 48-5-32, the City of Kennesaw does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2025 TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2020	2021	2022	2023	2024	2025
Real & Personal	1,626,627,090	1,740,178,425	2,018,309,824	2,293,915,007	2,497,672,724	2,666,756,393
Motor Vehicle	10,584,720	8,208,810	7,068,760	6,794,230	5,839,070	5,170,940
Mobile Homes	1,667,223	1,592,910	1,620,674	1,613,365	1,566,354	1,575,073
Timber - 100%	0	0	0	0	0	0
Heavy Duty Equipment	30,741	7,873	87,115	36,503	32,339	34,181
Gross Tax Digest	1,638,909,774	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587
Less M&O Exemptions	334,808,625	321,498,717	466,305,125	537,172,801	609,207,363	618,024,011
Net M&O Digest	1,304,101,149	1,428,489,301	1,560,781,248	1,765,186,304	1,895,903,124	2,055,512,576
Gross M&O Millage Rate	8.00	8.00	8.00	8.00	7.75	7.75
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.25	0.00	0.00
Net M&O Millage Rate	8.00	8.00	8.00	7.75	7.75	7.75
Net M&O Taxes Levied	10,432,809	11,427,914	12,486,250	13,680,194	14,693,249	15,930,222
Gross Tax Digest	1,638,909,774	1,749,988,018	2,027,086,373	2,302,359,105	2,505,110,487	2,673,536,587
Less Bond Exemptions	229,834,718	192,887,844	251,473,580	265,480,930	289,439,587	300,736,582
Net Bond Digest	1,409,075,056	1,557,100,174	1,775,612,793	2,036,878,175	2,215,670,900	2,372,800,005
Gross Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Less Millage Rate Rollbacks	0.00	0.00	0.00	0.00	0.00	0.00
Net Bond Millage Rate	1.50	1.50	1.50	1.50	1.50	1.50
Net Bond Taxes Levied	2,113,613	2,335,650	2,663,419	3,055,317	3,323,506	3,559,200
Net M&O Taxes \$ Increase	610,502	995,105	1,058,336	1,193,944	1,013,055	1,236,973
Net M&O Taxes % Increase	6.2%	9.5%	9.3%	9.6%	7.4%	8.4%
Net Bond Taxes \$ Increase	137,796	222,037	327,769	391,898	268,189	235,694
Net Bond Taxes % Increase	7.0%	10.5%	14.0%	14.7%	8.8%	7.1%
All concerned citizens are invited to public hearings held at the Kennesaw City Hall Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw GA on the dates and times below: Monday, July 28, 2025 6:00 PM (Special Called Meeting) Monday, August 4, 2025 10:30 AM (Special Called Meeting) and 6:30 PM (Final Adoption)						

NOTICE OF PROPERTY TAX INCREASE

The City of Kennesaw has tentatively adopted a millage rate which will require an increase in property taxes by 1.93 percent for M&O and 1.69 percent for Bond.

All concerned citizens are invited to the public hearing on this tax increase to be held at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, July 28, 2025, at 6:00 PM.

Times and places of additional public hearings on this increase are at Kennesaw City Hall Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on Monday, August 4, 2025 at 10:30 AM and 6:30 PM.

This tentative increase will result in a millage rate of 7.75 mills for M&O and 1.50 mills for Bond, an increase of 0.147 mills for M&O and 0.025 mills for Bond. Without this tentative tax increase, the millage rate will be no more than 7.603 mills for M&O and 1.475 mills for Bond. The proposed tax increase for a home with a fair market value of \$375,000 is approximately \$22 increase for M&O and \$4 increase for Bond and the proposed tax increase for non-homestead property with a fair market value of \$675,000 is approximately \$40 increase for M&O and \$7 increase for Bond.

**IMPORTANT ADDITIONAL INFORMATION
NOTICE TO KENNESAW TAXPAYERS
CITY NOT INCREASING TAX RATES**

According to Georgia law, all taxing agencies must advertise a tax increase and hold three public hearings to claim taxes on reassessed properties even if the millage rate remains unchanged as is the case in Kennesaw. The City of Kennesaw has tentatively adopted a millage rate equal to last year's millage of 9.25 mills.

PRESS RELEASE ANNOUNCING PROPERTY TAX INCREASE

The City of Kennesaw today announces its intention to increase the 2025 property taxes it will levy this year by 1.93 percent for M&O and 1.69 percent for Bond over the rollback millage rate.

Each year, the board of tax assessors is required to review the assessed value for property tax purposes of taxable property in the county. When the trend of prices on properties that have recently sold in the county indicate there has been an increase in the fair market value of any specific property, the board tax assessors is required by law to re-determine the value of such property and adjust the assessment. This is called a reassessment.

When the total digest of taxable property is prepared, Georgia law requires that a rollback millage rate must be computed that will produce the same total revenue on the current year's digest that last year's millage rate would have produced had no reassessments occurred.

The budget tentatively adopted by the City of Kennesaw Council requires a millage rate higher than the rollback millage rate; therefore, before the City of Kennesaw Council may finalize the tentative budget and set a final millage rate, Georgia law requires three public hearings to be held to allow the public an opportunity to express their opinions on the increase.

All concerned citizens are invited to the public hearings on this tax increase to be held at the City of Kennesaw Council Chambers located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia on July 28, 2025 at 6:00 PM and August 4, 2025 at 10:30 AM and 6:30 PM.

House sends \$9B rescissions package to president’s desk

By Rachel Oswald
CQ-Roll Call

WASHINGTON — The House early Friday narrowly cleared a package to cancel \$9 billion in federal spending, the first time in decades lawmakers have agreed to a White House request to claw back funding previously approved by Congress.

The action marks a significant victory for the Trump administration and paves the way for future spending cancellations to be sent to Congress.

The vote, 216-213, would effectively cancel \$7.9 billion in foreign aid funding and \$1.1 billion in taxpayer support for the Corporation for Public Broadcasting, which provides grants to NPR and PBS. The package was a high priority for the Trump administration and would effectively codify cuts made by the Department of Government Efficiency, known as DOGE.

Lawmakers voted to adopt a rule that “deemed” the Senate-amended bill as having cleared the House, bypassing any need for further recorded votes. That maneuver sent the rescissions bill to President Donald Trump’s desk, where he is expected to sign it quickly.

In the past, leaders of both parties have used the strategy as a way to avoid direct votes on politically contentious issues, such as raising the debt limit.

The last time Congress tried to pass a White House rescissions package was during Trump’s first administration in 2018, when their efforts were derailed in the Senate by a surprise “no” vote from then-Sen. Richard M. Burr. The North Carolina Republican was displeased at the time with proposed cuts to the Land and Water Conservation Fund.



Director of the US Office of Management and Budget Russell Vought speaks to reporters outside the West Wing of the White House on July 17.

This time, a small minority of Republican lawmakers — Brian Fitzpatrick of Pennsylvania and Michael R. Turner of Ohio — joined with all Democrats in the House to vote against the spending clawbacks, but GOP leaders managed to cobble together enough votes to bring the measure across the legislative finish line.

Congress cleared the package the day of the 45-day statutory deadline set out by the 1974 impoundment control law.

Still, the process in the House was not seamless. Floor action on the measure faced an hourslong delay Thursday as Republicans on the Rules Committee grappled with pressure from Democrats on a measure to provide for the release of Justice Department files on convicted sex-offender Jeffrey Epstein.

Democrats on the Rules panel have

taken to forcing votes during recent markups in an effort to compel the release of information related to Epstein. Republicans sought to tamp down the issue by backing a resolution calling on the Justice Department to release the files. Shortly before GOP leaders secured the necessary support to move the resolution to the floor, Trump in a Truth Social post announced he would direct Attorney General Pamela Bondi to release relevant grand jury testimony.

Opponents of the rescissions package, including Democrats as well as a few moderate Republicans like Sens. Susan Collins of Maine and Lisa Murkowski of Alaska, have lambasted the White House for not providing details on which specific foreign aid programs will lose funding from the spending clawbacks.



U.S. President Donald Trump speaks during a meeting with Bahraini Crown Prince Salman bin Hamad al-Khalifa in the Oval Office of the White House on July 16.

Trump diagnosed with vein condition

By Dave Goldiner
New York Daily News

President Donald Trump was diagnosed with a treatable medical condition known as chronic venous insufficiency after undergoing an unscheduled examination prompted by swelling in his ankles, the White House said Thursday.

Trump, 79, was deemed in “excellent health” and there was no sign of more serious health problems like heart failure or blood clots, said White House press secretary Karoline Leavitt.

CVI is a condition caused when veins in the legs become damaged and struggle to return blood back to the heart, causing fluid to pool in lower extremities, especially ankles.

It is fairly common among

older people, especially those who are overweight like Trump.

The condition is not serious in itself but can be a warning sign of more serious heart conditions, which may be why Trump’s doctors ordered more tests.

The tests showed no evidence of more serious conditions like deep vein thrombosis or arterial disease. An echocardiogram showed normal cardiac structure and function, Leavitt said, adding that all results from testing were “within normal limits.”

“The president remains in excellent health,” Leavitt said.

Doctors also examined bruising on the back of Trump’s hands, which they attributed to regular aspirin usage that may have been worsened by frequent hand shaking.

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‘Kimmel is next’: Trump gloats after cancellation of Colbert’s ‘Late Show’

By Lauren Harvey
Los Angeles Times

LOS ANGELES — President Donald Trump is celebrating the cancellation of Stephen Colbert’s “The Late Show” on CBS — and calling for even more late-night hosts to be axed.

“I absolutely love that Colbert got fired. His talent was even less than his ratings,” Trump wrote Friday morning on Truth Social. “I hear Jimmy Kimmel is next. Has even less talent than Colbert!”

He added that Greg Gutfeld, who has a late-night show and co-hosts “The Five” on Fox News, “is better than all of them combined, including the Moron on NBC who ruined the once great Tonight Show,” referring to Jimmy Fallon.

Although “Late Night” is the top-rated late-night broadcast show, “Gutfeld!” draws a bigger audience.

Colbert, 61, has hosted the show for a decade and shared the news of its cancellation Thursday night, noting that he was made aware of the decision only the night before. “The Late Show” will end in May.

“It’s not just the end of our show, but it’s the end of ‘The Late Show’ on CBS,” Colbert said. “I’m not being replaced. This is all just going away.”

CBS said the decision was “purely financial.” The cancellation comes after Colbert criticized the network’s parent company, Paramount Global, for settling a lawsuit filed by Trump last year over the editing of a “60 Minutes” interview with Kamala Harris. Colbert called the \$16-million settlement a “big fat bribe” Monday night, noting that Paramount is awaiting federal approval for its \$8-billion merger with Skydance Media.

Both branches of the Writers Guild called on New York Atty. Gen. Letitia James to investigate Paramount.

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Dave Killen/oregonlive.com/TNS
An aerial view of an Amazon data center near Boardman, Oregon.

State pausing reviews of data center plans

By Dave Williams
Capitol Beat News Service

ATLANTA — An Atlanta-based environmental advocate is criticizing the Georgia Department of Community Affairs’ (DCA) decision to pause state reviews of new data center proposals.

While the decision will not stop local governments from approving data center projects, it will rob local water planners of the state’s valuable input, Chris Manganiello, water policy director for the nonprofit group Chattahoochee Riverkeeper, said Thursday.

“Rather than the state helping regions think through this stuff, it’s going to leave planners flying blind,” he said. “We’ll end up with a patchwork of moratoria and ordinances at the local level addressing data center development.”

Manganiello’s comments came during the kickoff meeting of a Georgia House subcommittee examining the potential impacts of the growing number of data centers springing up across the state on water use. A second sub-

committee is looking at how data centers are likely to affect consumption of electricity.

Data centers have exploded so quickly that elected officials in DeKalb, Coweta, Douglas, and Bartow counties have imposed moratoria on new projects. The Atlanta City Council voted last month to prohibit data centers from setting up in some neighborhoods and require developers to seek a special-use permit for construction.

Danny Johnson, director of the Metropolitan North Georgia Water Planning District, told water subcommittee members more than 50 data centers are operating currently in Georgia while more than 40 more have been proposed.

Data centers use huge quantities of water, with a typical data center consuming the same amount of water per day as the cities of Marietta or Valdosta, he said.

However, data center developers have proven willing to install water-saving strategies including “closed-loop cooling” to reduce their water consumption, even though such technology is expensive.

Fossil fuels will remain part of Ga. Power energy-supply mix

By Dave Williams
Capitol Beat News Service

ATLANTA — Georgia energy regulators Tuesday unanimously approved Georgia Power’s plan to keep burning coal and gas to generate electricity, a move critics warned will increase rates to meet the unsubstantiated needs of data centers.

The state Public Service Commission (PSC) signed off on the Atlanta-based utility’s 2025 Integrated Resource Plan (IRP), outlining the mix of energy sources the company intends to rely on for power generation during the coming years. Although Tuesday’s vote took place with virtually no discussion, it followed months of hearings on the plan, which Georgia Power submitted in January.

The IRP authorizes Georgia Power to produce at least 6,000 additional megawatts of generating capacity through 2031 and up to 8,500 megawatts if the utility demonstrates a need for it. To help meet that demand, the company plans to continue operating coal-burning plants at Plant Bowen near Cartersville and Plant Scherer near Macon and boost natural gas production at Plant McIntosh near Savannah.

The plan also commits Georgia Power to increasing its use of renewable energy through new utility-scale and rooftop solar projects as well as battery storage.

“As our state continues to grow and thrive, the approval of this comprehensive plan helps to ensure we have the resources and programs we need to reliably and economically meet the future energy needs of our customers,” Kim Greene, chairman, president and CEO of Georgia Power, said after Tuesday’s 5-0 vote.

“I’m grateful to everyone

Meet the Commission



Jason Shaw,
Chairman



Tim Echols,
Vice Chairman



Fitz
Johnson



Lauren
McDonald



Tricia
Pridemore

who helped develop this plan and participated in the process over the last six months, and to the Georgia PSC for its careful consideration and approval of a strategy that will help us deliver the energy Georgians need and deserve.”

The company had planned to close all of its coal plants but decided the two Georgia plants and an additional coal plant in Alabama are still needed to help meet an unprecedented increase in generating capacity required to serve the rapid growth of power-hungry data centers springing up across Georgia.

“As data center construction continues in Georgia, this IRP puts us in a safe and secure spot to meet that energy demand,” commission Chairman Jason Shaw said. “This long-term plan continues to strike a balance between reliability and affordability.”

The PSC passed a rule in January aimed at making sure data centers and other “large-load” customers pick up the costs of the ad-

ditional capacity they need rather than pass on those expenses to residential and small-business ratepayers. But legislation that would have given that mandate the authority of state law failed to gain traction in the General Assembly this year.

Two weeks ago, the commission approved Georgia Power’s plan to freeze base rates for the next three years. However, the company still will be allowed to recover from customers its storm damage costs from Hurricane Helene as soon as next year.

Environmental groups that have opposed the IRP said Tuesday’s vote will drive up electric rates while continued use of fossil fuels will harm both the environment and human health.

“The commissioners’ reckless vote today means devastating costs and impacts are coming for the people of Georgia,” said Neil Sardana, senior policy manager for the nonprofit Georgia Conservation Voters. “In 10 years, bills really could double if we continue down this path.”

Opponents also argued the plan is based on unreliable projections of the need for a huge increase in generating capacity. They cited language in an agreement Georgia Power and the PSC’s Public Interest Advocacy Staff reached last week endorsing the IRP that acknowledged the projections used to justify the utility’s continued need for fossil fuels are uncertain.

Environmental advocates also charged Georgia Power with violating the terms of a previous agreement by abandoning a pledge to expand “demand-side management” programs through energy conservation initiatives.

“I am shocked that Georgia Power did not honor its commitment and heartbroken the commission did not step up and defend billpayers in this moment,” said Jennifer Whitfield, a senior attorney in the Southern Environmental Law Center’s Atlanta office. “The commission had an opportunity to give this plan a silver lining but instead left meaningful relief for Georgians on the table.”



IMPORTANT ADDITIONAL INFORMATION NOTICE TO KENNESAW TAXPAYERS CITY NOT INCREASING TAX RATES

According to Georgia law, all taxing agencies must advertise a tax increase and hold three public hearings to claim taxes on reassessed properties even if the millage rate remains unchanged as is the case in Kennesaw. The City of Kennesaw has tentatively adopted a millage rate equal to last year’s millage of 9.25 mills.

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4434 Oglethorpe Loop \$2,690,000 Exceptional estate is the prestigious Governors Towne Club. Contact Shannon VanHorn at 404-915-0857..	515 St Barbaras Lane \$1,650,000 Beautifully designed home and grounds, tucked away in premier Marietta location. Contact Johnny Walker at 404-993-9750.	278 N Marietta Pkwy \$1,150,000 Stately brick office building in central Marietta location w/ versatile floor plan. Contact Johnny at 404-993-9750.	415 S Woodland Dr. \$1,049,999 Charming brick ranch in Whitlock Heights with large guest house & pool, adjacent to golf course. Contact Johnny at 404-993-9750.	4547 Meadow Green Ln \$785,000 Elegant home with luxurious amenities in Acworth's Great Oaks Estates. Contact Paige Walden at 770-841-0866.
946 Cornwall Ct \$695,000 Large home with versatile floorplan in Marietta City's Charlton Forge swim/tennis neighborhood. Contact Meg Burton at 678-749-3126.	1241 Hightower Crossing \$659,900 Updated townhome with chef's kitchen in Marietta Walk neighborhood. Contact Shannon VanHorn at 404-915-0857.	605 Stone Field Run \$599,900 Meticulously maintained townhome in quaint Marietta Walk community. Contact Shannon VanHorn at 404-915-0857.	2010 Barnes Mill Rd \$550,000 Stunning contemporary home in highly desirable East Cobb community. Contact Keli Sanderson at 770-653-8362.	102-A S Cay Dr \$343,000 Brand new home on nearly an acre with seasonal lake views in Milledgeville. Contact Andrew Hairitis at 678-301-0065.
226 Polk St \$499,999 Adorable 1940's "Bell Bomber" bungalow, just half a mile from the Marietta Square. Contact Johnny Walker at 404-993-9750.	216 Laurelcree Ln \$415,000 Beautiful home in Dallas with low interest, assumable loan! Contact Shannon VanHorn at 404-915-0857.	2362 St Davids Sq \$715,000 Luxurious, end unit townhome in The Overlook at Marietta CC's Winterfield Ct. Contact Shannon VanHorn at 404-915-0857.	388 Talcott Cir \$610,000 Mid-century brick ranch with a basement, on half an acre, just blocks from the Marietta Square. Contact Elizabeth Denney at 770-262-2893.	9470 Hillside Dr \$574,500 Spacious home in Roswell's coveted Martin's Landing neighborhood. Contact Kelly Sanderson at 770-653-8362.
3425-7 Villa Rica Hwy \$525,000 Investor property with commercial potential. Contact Liz Helenek at 404-805-5729.	5239 Ferry Creek Ln \$385,000 Charming 3-bedroom retreat with a basement on 1.5 wooded acres with a creek. Contact Angie Pfeuffer at 770-597-5740.	206 Five Iron Ct \$435,000 Great home with a flexible layout in North Cobb's Blue Springs swim/tennis neighborhood. Contact Katie Berry at 404-422-4810.	633 Tom Read Dr \$239,000 Fantastic find in City of Marietta - completely remodeled 2 bed/1bath home! Contact Brian McNair at 678-462-9932.	854 Parkway Dr \$325,000 Beautifully updated retreat in the heart of Smyrna. Contact Kelly Sanderson at 770-653-8362.



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: August 4, 2025
TITLE: **Minutes: July 14, 2025 Work Session**
Approval of the July 14, 2025, City Council Work Session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-07-14 City Council Work Session Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
July 14, 2025
6:30 PM**

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

A. Resolution: Chang V. City of Milton Amicus Brief

Consideration for approval of a Resolution authorizing participation in an amicus brief in the Chang V. City of Milton appeal pending before the Georgia Supreme Court.

City Attorney Sam Hensley, Jr. presented a resolution authorizing the City's participation in an amicus brief for the *Chang v. City of Milton* appeal currently before the Georgia Supreme Court. He explained that the case involves a \$38 million wrongful death judgment against the City of Milton. Milton is asking municipalities across Georgia to join the brief through a resolution, seeking to limit cities' liability for obstructions placed in roadways by private individuals.

Councilmember Jones asked whether Milton was seeking blanket immunity, expressing concern that such immunity could prevent cities from addressing situations where

individuals are harmed. Mr. Hensley clarified that municipalities are generally liable only up to their insurance coverage and said he did not expect the Supreme Court to grant total immunity. He emphasized that a ruling upholding the full judgment could have devastating financial consequences for cities statewide.

The Council discussed the broader implications of the case.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the regular meeting.

8. Committee and Board Reports

9. Public Hearing(s)

A. Ordinance: Charter Amendment to Section 5.02, "Qualification of Candidates"

FINAL PUBLIC HEARING

Consideration of approval of an Ordinance to amend the City of Kennesaw Charter § 5.02, "Qualification of Candidates."

City Clerk Lea Alvarez presented an ordinance amending Section 5.02, "Qualification of Candidates," in the City Charter. She explained that the City has authorized Cobb Elections and Registration to conduct its municipal elections in accordance with the Georgia Municipal Election Code (O.C.G.A. § 21-2-1 et seq.). As the superintendent of municipal elections, Cobb Elections designates the qualifying period as outlined in O.C.G.A. § 21-2-132(3)(A): for a minimum of three days, beginning no earlier than 8:30 a.m. on the third Monday in August preceding the general election. The proposed amendment would update the Charter to reflect this requirement, changing the current language that begins qualifying on the last Monday in August.

The first public hearing was held on July 14, 2025, and the final public hearing and adoption will be held on July 21, 2025.

B. Ordinance: Short-Term Rentals

Consideration for approval of an Ordinance to adopt Chapter 22, Article XIII of the Kennesaw Code of Ordinances relating to the regulation Short-Term Rentals.

Business License Manager Mariyah Nall presented an overview of a proposed ordinance to adopt Chapter 22, Article XIII of the Kennesaw Code of Ordinances, establishing regulations for short-term rentals [see **Exhibit A**]. If adopted, the Business License Department will begin accepting applications and issuing licenses on October 1, 2025.

Councilmember Jones voiced opposition to the proposed 150-license cap and the 500-foot buffer requirement.

Zoning Administrator Darryl Simmons explained that staff modeled various scenarios

and found that without a buffer, short-term rentals could cluster in areas without protective covenants. A distance requirement would help evenly distribute units across the city. He urged a cautious approach, noting the City does not yet know the demand for licenses. While the Council could choose to remove the buffer, Mr. Simmons emphasized his professional recommendation to start conservatively.

Councilmember Jones argued that if clustering were going to be a problem, it would have already surfaced. He believes the proposal is overly restrictive and questioned why some zoning districts were excluded. Mr. Simmons responded that the ordinance initially allows short-term rentals in six zoning districts to monitor impacts, with the goal of establishing a framework the City can manage effectively.

Mayor Easterling supported starting with the 500-foot buffer and revisiting the issue later if no problems arise.

Councilmember Jones countered that once passed, the ordinance is unlikely to be amended and preferred adopting it without the cap and buffer from the outset.

Councilmember Gutierrez asked about a trial period. Mr. Simmons estimated 12 months would be needed to evaluate impacts, after which staff could propose expanding eligible districts. Councilmember Jones reiterated that regulation should come only after an issue arises, but Mr. Simmons disagreed, stating he could not professionally recommend that reactive approach.

Dr. Drobney noted that staff need time to build internal systems and prepare for implementation. He requested a six-month review period and committed to placing the ordinance on an agenda in April 2026.

Councilmember Orochena proposed starting with a 250-foot buffer. Councilmember Gutierrez supported the cap but opposed the buffer, but if necessary, he favored the minimum. Councilmember Viars said she could accept a reduced buffer but wanted the cap retained. Mayor Pro Tem Ferris agreed with the cautious approach, and was fine with a 250-foot buffer and maintaining the cap.

The Council directed staff to revise the ordinance to include a 150-license cap and a 250-foot buffer, and to return in April 2026 for review.

C. Land Use Permit: 3980 Weeks Drive

Consideration for approval of a Land Use Permit application for the property located at 3980 Weeks Drive as submitted by applicant Basha Williams. Case #LU2025-02.

Assistant Zoning Administrator and Planner Channelle Campbell presented a land use application for the property located at 3980 Weeks Drive, submitted by applicant Basha Williams. Ms. Williams is seeking a home occupation business license to operate a home childcare business serving a maximum of six children. As part of the process, she

will be required to obtain and maintain licensure through the Georgia Department of Early Care and Learning (DECAL).

At the July 2, 2025, Planning Commission meeting, the applicant inquired about the ability to have an additional employee. Given the nature of the business, staff supports the inclusion of one additional employee, which is consistent with state recommendations. Staff recommends approval of the application with conditions, including the allowance for one additional employee and a maximum of six children, as these are generally consistent with the character of the land use.

The application was advertised in the Marietta Daily Journal on June 13, 2025, and a public notice was posted on the property. Due to the site's proximity to Cobb County, a notice was sent to Cobb County for review. As of this time, staff has not received any comments or concerns from Cobb County regarding the proposed use.

Ms. Campbell also noted that, based on feedback received, staff will review the City's processes to ensure alignment with state requirements, particularly regarding allowances for additional employees in home childcare operations.

D. Land Use Permit: 1205 Mountain Springs Drive

Consideration for approval of a Land Use Permit application for the property located at 1205 Mountain Springs Drive as submitted by applicant Ann Moormann. Case #LU2025-03.

Ms. Campbell presented a land use permit application for the property located at 1205 Mountain Springs Drive, submitted by applicant Ann Moormann. The applicant is seeking to renew her land use permit for an occupational business license to continue creating and selling soaps and bath products from her home. The original permit was approved by the Council on May 15, 2023, and the business has operated without any complaints from neighbors.

In accordance with City ordinance, a renewal requires reapplication, public notice, and a public hearing. The application was advertised in the Marietta Daily Journal on June 13, 2025, and a public notice was posted on the property.

Staff recommends approval with conditions as outlined in the staff analysis.

10. Consent Agenda

A. Minutes: June 30, 2025 Work Session

Approval of the June 30, 2025, City Council work session minutes.

B. Minutes: June 30, 2025 Executive Session

Approval of the June 30, 2025, City Council executive session minutes.

C. Minutes: June 30, 2025 FY 26 Special Budget Work Session

Approval of the June 30, 2025, City Council Fiscal Year 2026 special budget work session minutes.

D. Minutes: July 7, 2025 Regular Meeting

Approval of the July 7, 2025, City Council regular meeting minutes.

11. General and Administrative

A. Alcohol License: Bonfire Brazil Steakhouse LLC

Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for Bonfire Brazil Steakhouse LLC located at 3940 Cherokee Street NW #601, Kennesaw, GA 30144. Applicant: Taciano dos Santos Sampaio

Ms. Nall presented an alcohol license for beer, wine, liquor, and Sunday Sales for Bonfire Brazil Steakhouse, LLC, located at 3940 Cherokee Street NW, Suite #601. The applicants have completed the required alcohol workshop per Sec. 6-69. Signs have been posted, and the application 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 is not within the designated distance of a property line or structure listed in Ordinance Sec. 6-42 and 6-43.

Ms. Nall noted that the applicant will be present at the regular meeting on Monday.

12. Public Safety

A. Crime Stats: June 2025

Consideration to accept the June 2025 crime statistics.

Chief Westenberger presented the June 2025 crime statistics [See **Exhibit B**].

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

16. Community Development

17. Public Comments

7:32 p.m. Floor Open for Public Comments

ED SETZLER [GA Senator for District 37]: Mr. Setzler shared several points with the Council in light of recent discussions on reducing the misdemeanor penalty for marijuana less than one ounce. He wanted to provide additional perspective on the issue of marijuana use, which has been debated at the state level for many years. He emphasized the significant difference between cannabis as it exists today and what was regulated in the 1970s. At the time, cannabis typically contained about 0.3% THC by weight, which is the psychoactive component. Today, THC levels range between

12% and 20%, meaning the potency has increased approximately 50-fold.

He explained that an ounce of marijuana is roughly equivalent to 35 joints. Given the higher THC content today, that same ounce would equate to the psychoactive strength of 40 to 50 joints as they would have been in the 1970s. Senator Setzler shared this information to provide context as the Council considers policy changes that may reduce penalties or weaken the deterrent effect of existing ordinances.

7:40 p.m. Floor Closed for Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney reflected on the extensive efforts of staff over the past year, noting that it has been an extraordinarily busy winter, spring, and summer with even more work ahead!

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

Mayor Pro Tem Ferris said he is ready for cooler temperatures and upcoming fall events, expressing that he's had enough of the 90-degree days.

Councilmember Jones shared that he is looking forward to traveling to Ghana next week to attend his brother's wedding.

Councilmember Gutierrez announced that he had recently completed EMT school and was proud to share that he has passed the final test. Congratulations!

Councilmember Orochena thanked everyone for the discussions during the meeting and reminded the public that a primary runoff election for the Public Service Commission will take place on Tuesday. She encouraged all eligible voters to participate.

Councilmember Viars reminded residents to visit the Downtown Kennesaw Farmers Market before it wraps up at the end of August.

21. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session

to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

22. Adjourn

Mayor Easterling adjourned the meeting at 7:46 p.m. The regular meeting will be held on Monday, July 21, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT



Short-Term Rental Ordinance

CITY OF KENNESAW – MAYOR & COUNCIL

PUBLIC HEARING: JULY 21, 2025

Purpose & Background

Authorized Use & Zoning Compliance

Licensing Framework

Operational Standards

Parking, Occupancy & Safety Compliance

Licensing Process

Enforcement & Compliance Strategy

Nonconforming Use & Transition Provisions

Summary & Next Steps

Overview

Purpose & Background



Establish a clear and enforceable licensing framework



Increased short-term rental activity via Airbnb, VRBO, etc.



Minimize adverse effects on residential neighborhoods



Complaints related to noise, parking, and property use



Provide oversight for health, safety, and zoning compliance



Lack of existing regulations created enforcement challenges



Ensure fair treatment of responsible hosts and property owners



Council directive (Sept 2024) to formalize and limit use



Preserve the character of Kennesaw's single-family communities



Collaboration across departments to draft a comprehensive solution

Authorized Use & Zoning Compliance

Intent

This zoning framework ensures:

- STRs remain compatible with surrounding residential character
- Density and location are appropriately limited
- Enforcement can be consistently applied



PERMITTED USE

- Short-term rentals are allowed in residential zoning districts: **R-40, R-30, R-20, R-15, R-12, and R-10**
- Property must have a valid Certificate of Occupancy
- Use is limited to the main dwelling unit only



PROHIBITED USE

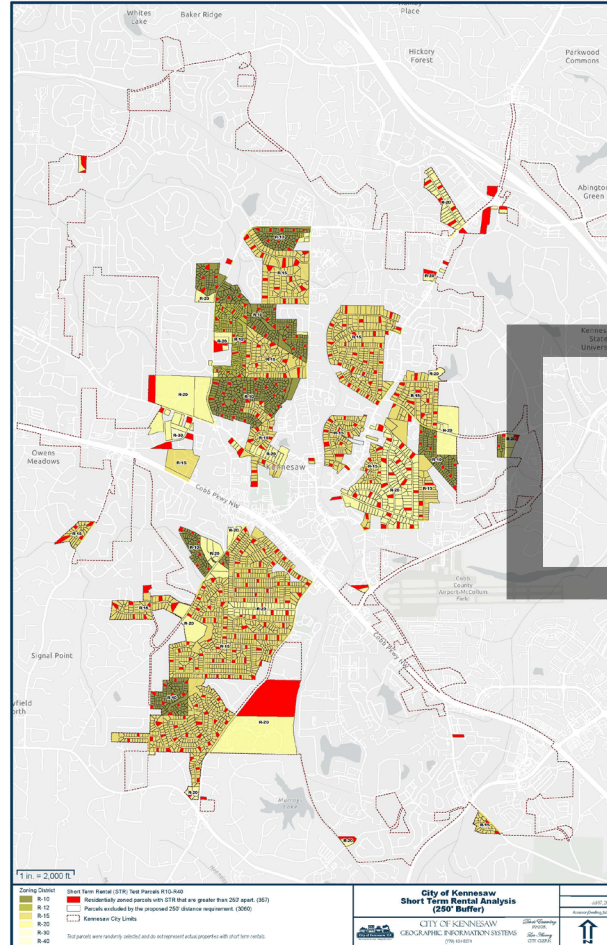
- Zoning districts not listed (including **FST-townhomes, RM** and **RA** districts)
- Accessory structures (guest houses, detached garages, sheds)
- Temporary structures including recreational vehicles or campers

Licensing Framework

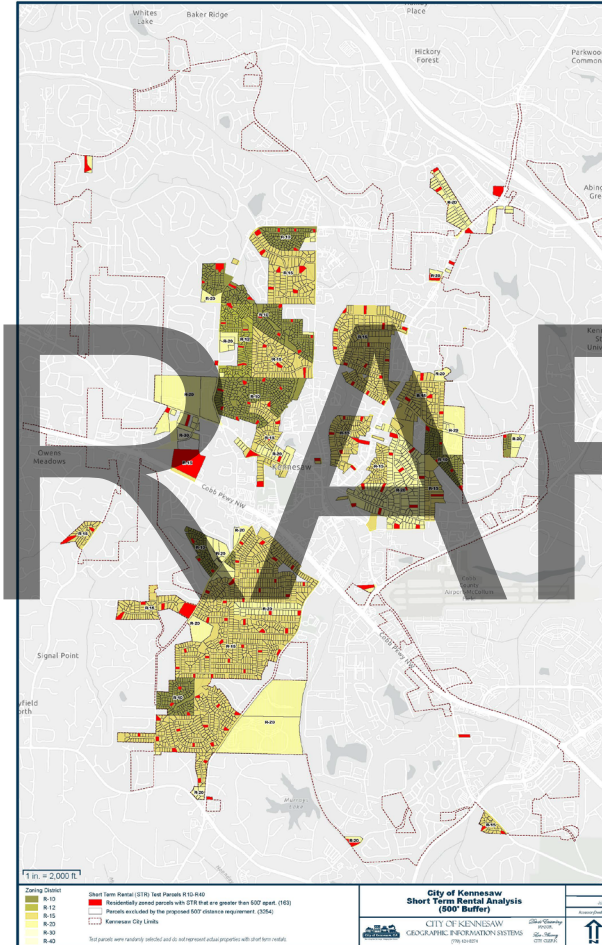
This framework establishes predictable, enforceable limits while accommodating responsible operators and managing long-term citywide impact.

Key Requirements	Citywide Licensing Limits	Ownership Restrictions
• License required for each STR prior to operation or advertisement • One license per property (non-transferable, non-assignable) • License must be renewed annually through the Business License Division • Property must be in full compliance with all city ordinances and codes	• Maximum of 150 STR license permitted citywide • Licenses are issued on a first-come, first-served basis • Once the cap is reached, applications will be waitlisted • 500-foot separation required between licensed STR properties	• An individual or entity may hold no more than two active licenses • Ownership includes any direct ownership interest or named member of an LLC or business entity • Properties with legal nonconforming status are exempt from the two-license cap, but must meet all other requirements • License is non-transferable and tied to the specific property and owner

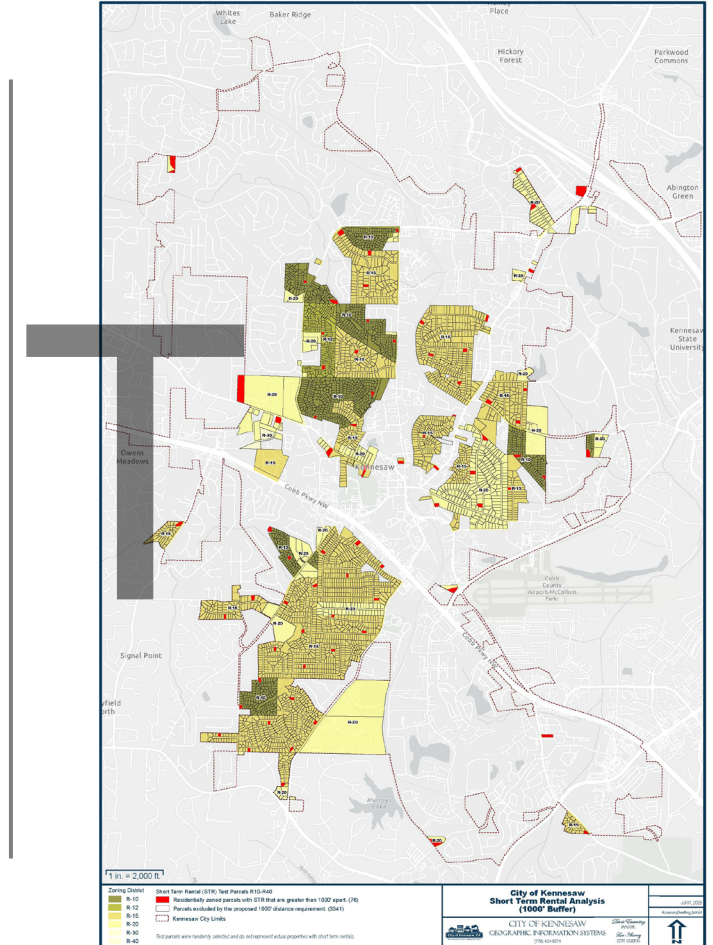
Buffer Scenarios:



250 ft buffer
357 potential parcels



500 ft buffer
163 potential parcels



1000 ft buffer
76 potential parcels

Operational Standards

These standards ensure that STRs remain compatible with residential neighborhoods while offering clear accountability for owners and agents.

STR Agent Duties	Advertising Requirements	Use Restrictions
• Must reside in Cobb County • Serves as a 24-hour contact for complaints and emergencies • Responsible for ongoing compliance with city codes • Contact info must be posted inside the unit and on all listings	• Valid STR license number • Maximum occupancy • Maximum number of vehicles allowed • Notice of noise regulations • No external signage allowed	• STRs may not host events such as weddings, receptions, parties, or corporate events • STRs must comply with noise standards (Sec. 18-78) • STRs must comply with parking, sanitation, and code regulations

Parking, Occupancy & Safety Compliance

Intent

This section of the ordinance ensures:

- Preservation of neighborhood aesthetics and access
- Safe and legal occupancy limits
- Consistent enforcement of core safety standards



PARKING

- Guest and visitor parking must occur on the STR property (driveway, garage, carport)
- Must be on a hardened surface
- Street parking or overflow onto neighboring properties is prohibited
- No parking on lawns, easements, or shared access areas



OCCUPANCY

- Maximum occupancy is based on number of bedrooms
- Common areas do not count toward occupancy
- Occupancy information must be posted on-site and in all advertisements
- Occupancy limits are verified using Cobb County tax records and city building files



LIFE & SAFETY

- STR properties must comply with Building codes, Fire safety regulations, and Health and sanitation standards
- Proof of liability insurance is required as part of the application
- The city may inspect properties and review supporting documentation at any time

Licensing Process

Application Requirements

- Completed application
- Proof of property ownership
- Valid photo ID of property owner and rental agent
- Proof of liability insurance
- Notarized agent acknowledgement
- Parking plan & occupancy declaration
- Proof of notice to surrounding properties
- HOA consent, if applicable

Review & Approval Process

- Application reviewed for completeness, accuracy, and zoning compliance
- Inspections required before issuance to verify zoning, safety and building code compliance
- Licenses issued within 30 days if requirements are met
- False or misleading information may result in denial/revocation
- Property must be compliant with city codes and be up to date on all city payments

Renewal & Changes

- Licenses must be renewed annually
- Changes in ownership must be reported in 30 days and a new license applied for
- Change of agent must be reported in 5 business days, with updated ID, acknowledgement form, and proof information posted inside of unit
- Failure to report changes may result in noncompliance or suspension

Enforcement & Compliance Strategy

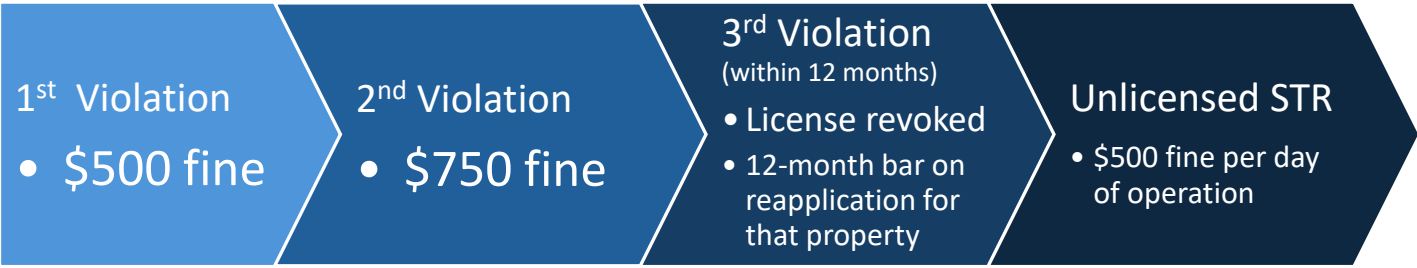
Intent

This section of the ordinance ensures:

- Early intervention
- Progressive discipline
- Protection of residential quality of life

Complaint Response & Investigation

- Complaints must be submitted in writing through the City’s online code enforcement portal
- Both owner and agent will receive written notice of any complaint
- Property owners/agents have 7 business days to address issues before a citation is issued
- Investigations may include:
 - On-site inspection with 24-hour notice
 - Police or code reports
 - Neighbor-provided documentation (photo, sound, video)



Nonconforming Use & Transition Provisions

These provisions allow legitimate, previously operating STRs to transition into the new regulatory framework without penalty, while ensuring future use aligns with current standards.



QUALIFIERS

- Operating prior to Jan. 1, 2025
- Proof of state and federal tax payments
- Register with the City within 90 days of the ordinance's effective date
- Achieve full compliance by December 31, 2025



EXEMPTIONS

- 500-foot buffer requirement
- Two-license ownership requirement



LOSS OF STATUS

- Change in property ownership
- Property is damaged/destroyed by 50% or more of market value
- STR ceases for 12 consecutive months
- Failure to meet annual renewal or full compliance deadlines

Summary & Next Steps

THIS ORDINANCE ACHIEVES:

- Establishes a clear, enforceable framework for STRs
- Balances property rights with neighborhood protection
- Provides tools for proactive oversight and responsive enforcement
- Supports responsible hosts through consistent processes
- Ensures alignment with Zoning, safety, and building standards

IMPLEMENTATION-READY:

- Licensing, inspection, and enforcement procedures are in place
- Nonconforming properties have a structured pathway to comply
- Interdepartmental collaboration ensures consistent application
- Public communication and support resources will follow adoption

June 2025 Crime Statistics



Group A Crimes	Jun 2025	Jun 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	4 (+0)	4	22 (-1)	23
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	1 (-2)	3	15 (-3)	18
DRUG/ NARCOTICS OFFENSES	33 (-1)	34	166 (-20)	186
EMBEZZLEMENT	0 (+0)	0	2 (+0)	2
EXTORTION	0 (-1)	1	8 (-1)	9
FORGERY	4 (+3)	1	9 (+1)	8
FRAUD OFFENSES	8 (-3)	11	91 (+16)	75
HOMICIDE OFFENSES	0 (+0)	0	0 (-1)	1
INTIMIDATION	12 (+7)	5	67 (+28)	39
KIDNAPPING	2 (-1)	3	6 (-3)	9
LARCENY/ THEFT OFFENSES	21 (+8)	13	90 (+19)	71
MOTOR VEHICLE THEFT	3 (-2)	5	17 (+6)	11
PORNOGRAPHY OBSCENE MATERIAL	0 (-1)	1	1 (-5)	6
ROBBERY	0 (-1)	1	3 (+1)	2
SEX OFFENSES	4 (+1)	3	17 (-2)	19
SIMPLE ASSAULT	13 (-13)	26	78 (-44)	122
STOLEN PROPERTY OFFENSES	0 (+0)	0	7 (-1)	8
VANDALISM	8 (+2)	6	28 (-8)	36
WEAPONS/LAW VIOLATIONS	4 (+1)	3	23 (+2)	21
Totals	117	120	651	666

	Jun 2025	Jun 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	787 (+3)	784	4,484 (-78)	4,562
Self-Initiated Activity	1,306 (-46)	1,352	7,822 (+1,001)	6,821
Traffic Citations	565 (-28)	593	3,365 (+48)	3,317
Traffic Warnings*	716 (+54)	662	4,264 (+889)	3,375
Arrests**	85 (-9)	94	480 (-1)	481

	Jun 2025	Jun 2024	YTD 2025	YTD 2024
Auto Accidents	101 (+16)	85	607 (-27)	634
Accident w/ Injury	10 (+0)	10	59 (+5)	54
Hit and Run	14 (+0)	14	76 (+3)	73
Hit and Run w/ Injury	0 (+0)	0	2 (-4)	6
Person Hit by Auto w/ Injury	0 (-1)	1	3 (+1)	2

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

**

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
7/14/2025
Public Comment Sign-in**

	Name	Address	Topic
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DRAFT



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: August 4, 2025
TITLE: **Minutes: July 21, 2025 Regular Meeting**
Approval of the July 21, 2025, City Council Regular Meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-07-21 City Council Meeting Draft Minutes

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

**Livestream: www.kennesaw-ga.gov/publicmeetings/
July 21, 2025
6:30 PM**

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

1. Invocation

City resident Ann Pratt 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

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

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. **Ordinance: Charter Amendment to Section 5.02, "Qualification of Candidates"**

FINAL PUBLIC HEARING

Consideration of approval of an Ordinance to amend the City of Kennesaw Charter § 5.02, "Qualification of Candidates."

City Clerk Lea Alvarez presented an ordinance to amend the City of Kennesaw Charter § 5.02, "Qualification of Candidates." She explained that the City has authorized Cobb Elections and Registration to conduct its municipal elections in accordance with the Georgia Municipal Election Code (O.C.G.A. § 21-2-1 et seq.). As the designated superintendent, Cobb Elections sets the qualifying period as outlined in O.C.G.A. § 21-2-132(3)(A): for a minimum of three days, beginning no earlier than 8:30 a.m. on the third Monday in August preceding the general election. The proposed amendment would align the City's Charter, which currently lists the last Monday in August as the start of qualifying, with this state requirement.

Ms. Alvarez noted that the public hearing was advertised in the Marietta Daily Journal on June 27, July 4, and July 11, 2025, in compliance with O.C.G.A. § 36-35-3(b)(1). The amendment must be adopted at two consecutive regular meetings of the Mayor and City Council. The first public hearing was held on July 7, 2025, and the final hearing and adoption are scheduled for July 21, 2025.

Motion by Mayor Pro Tem Ferris to approve [Ordinance No. 2025-05](#) to amend the City of Kennesaw Charter § 5.02, "Qualification of Candidates" as presented. Seconded by Councilmember Viars.

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

No comments.

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

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

B. **Ordinance: Short-Term Rentals**

Consideration for approval of an Ordinance to adopt Chapter 22, Article XIII of the Kennesaw Code of Ordinances relating to the regulation Short-Term Rentals.

Business License Manager Mariyah Nall presented an ordinance to adopt Chapter 22, Article XIII of the Kennesaw Code of Ordinances relating to the regulation of short-term rentals [See **Exhibit A**].

Motion by Councilmember Gutierrez to approve [Ordinance No. 2025-06](#) to adopt Chapter 22, Article XIII of the Kennesaw Code of Ordinances relating to the regulation

of short-term rentals as presented. Seconded by Councilmember Viars.

6:41 p.m. Floor Open for Public Comments

No comments.

6:42 p.m. Floor Closed for Public Comments

Councilmember Gutierrez stated that several residents had contacted him regarding the proposed short-term rental regulations. After taking time to consider the ordinance, he feels the rules may be too restrictive. If he could revise one element, he said it would be to allow short-term rental permits in all zoning designations. He asked the Council for their thoughts on the matter.

Councilmember Viars responded that she is comfortable moving forward cautiously, noting that the City already has some non-conforming short-term rental locations.

Councilmember Orochena said she could go either way but would be open to revisiting the ordinance after six months.

Mayor Pro Tem Ferris agreed with that approach and added that the City has existing townhome properties that will be grandfathered in under the proposed ordinance. He emphasized that the new regulations will not impact currently operating rentals.

Mayor Easterling supported a gradual rollout of the permitting process, followed by a review and adjustments as needed.

Mayor Pro Tem Ferris also inquired about the \$250 application fee and when it would be incorporated into the Master Fee Schedule. City Clerk Lea Alvarez stated that the schedule would be updated in September, ahead of the permit applications going live.

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

C. Land Use Permit: 3980 Weeks Drive

Consideration for approval of a Land Use Permit application for the property located at 3980 Weeks Drive as submitted by applicant Basha Williams. Case #LU2025-02.

Assistant Zoning Administrator and Planner Chanelle Campbell presented a land use permit application for the property located at 3980 Weeks Drive, submitted by applicant Basha Williams. The request is for a home occupation business license to operate a home childcare business with a maximum of six children. Due to the property's proximity to Cobb County, the request was forwarded to the County as part of the intergovernmental agreement. No objections have been received from the County. Staff reviewed the application in accordance with the criteria for a family childcare learning

home and determined that the proposal would not alter the residential character of the surrounding neighborhood.

Staff recommended approval of the land use permit application with the following conditions:

- The land use permit is limited to, exclusive for, and only valid for the current applicant and the life of this home-based use. It is not transferable. Any changes would require additional review and approval.
- There shall be one (1) additional employee at this location, and a maximum of six (6) children. There shall be no evidence of a home-based business visible from the public right-of-way, including no signs and no more than one commercial vehicle dedicated to the business.
- The land use permit is valid for 24 months starting from the date of final approval.

The second condition was revised based on concerns expressed by the applicant during the July 2, 2025, Planning Commission meeting. After further research, staff determined that allowing one additional employee is appropriate given the nature of the use.

As part of the process, the applicant must obtain and maintain a license through the Georgia Department of Early Care and Learning.

The application was advertised in the Marietta Daily Journal on June 13, 2025, and a public notice sign was placed on the property.

Motion by Councilmember Viars to approve a land use permit application for the property located at 3980 Weeks Drive as submitted by applicant Basha Williams as conditioned. Seconded by Mayor Pro Tem Ferris.

6:49 p.m. Floor Open for Public Comments

No comments.

6:50 p.m. Floor Closed for Public Comments

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

D. Land Use Permit: 1205 Mountain Springs Drive

Consideration for approval of a Land Use Permit application for the property located at 1205 Mountain Springs Drive as submitted by applicant Ann Moormann. Case #LU2025-03.

Assistant Zoning Administrator and Planner Chanelle Campbell presented a land use permit application for the property located at 1205 Mountain Springs Drive, submitted by applicant Ann Moormann. The request is to renew a home occupation business license to create soaps and bath-related products at her residence for commercial purposes. On May 15, 2023, the City Council approved the applicant's initial land use permit, and she has since operated the business from her home without any complaints from neighboring properties.

Staff recommends approval of the land use permit with the following conditions:

- The land use permit is limited to, exclusive for, and only valid for the current applicant and the life of this home-based use, and it is not transferrable. Any changes would require additional review and approval.
- There shall be no clients, customers, or employees at this location. Nor shall there be any evidence of a home-based business visible from the public right-of-way, including no signs and no more than one commercial vehicle dedicated to this business.
- The land use permit is valid for 24 months starting from the date of final approval.

The application was advertised in the Marietta Daily Journal on June 13, 2025, and a public notice sign was placed on the property.

Motion by Councilmember Orochena to approve a land use permit application for the property located at 1205 Mountain Springs Drive as submitted by applicant Ann Moormann as conditioned. Seconded by Councilmember Gutierrez.

6:51 p.m. Floor Open for Public Comments

No comments.

6:52 p.m. Floor Closed for Public Comments

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

Mayor Pro Tem Ferris congratulated Ms. Moormann on two successful years of operating her home-based business.

11. Consent Agenda

A. Minutes: June 30, 2025 Work Session

Approval of the June 30, 2025, City Council work session minutes.

- B. **Minutes: June 30, 2025 Executive Session**
Approval of the June 30, 2025, City Council executive session minutes.
- C. **Minutes: June 30, 2025 FY 26 Special Budget Work Session**
Approval of the June 30, 2025, City Council Fiscal Year 2026 special budget work session minutes.
- D. **Minutes: July 7, 2025 Regular Meeting**
Approval of the July 7, 2025, City Council regular meeting minutes.
- E. **Resolution: Chang V. City of Milton Amicus Brief**
Consideration for approval of a Resolution authorizing participation in an amicus brief in the Chang V. City of Milton appeal pending before the Georgia Supreme Court.

Resolution No. 2025-44

- F. **Cemetery Deed: Section III-71-A**
Authorization for Mayor to sign a deed for a cemetery lot purchased by Kenneth Hughes.

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

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

12. General and Administrative

- A. **Alcohol License: Bonfire Brazil Steakhouse LLC**
Consideration for approval of an Alcohol License for Beer, Wine, Liquor and Sunday Sales for Bonfire Brazil Steakhouse LLC located at 3940 Cherokee Street NW #601, Kennesaw, GA 30144. Applicant: Taciano dos Santos Sampaio

Business License Manager Mariyah Nall presented an alcohol license for Beer, Wine, Liquor, and Sunday Sales for Bonfire Brazil Steakhouse LLC, located at 3940 Cherokee Street NW, Suite # 601. The applicants have completed the required alcohol workshop per Sec. 6-69. Signs have been posted, and the application 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 is not within the designated distance of a property line or structure listed in Ordinance Sec. 6-42 and 6-43.

Motion by Councilmember Orochena to approve an Alcohol License for Beer, Wine, Liquor, and Sunday Sales for Bonfire Brazil Steakhouse LLC located at 3940 Cherokee Street NW, Suite #601 as presented. Seconded by Councilmember Gutierrez.

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

13. Public Safety

A. Crime Stats: June 2025

Consideration to accept the June 2025 crime statistics.

Chief Bill Westenberger presented the June 2025 crime statistics [See **Exhibit B**].

Motion by Mayor Pro Tem Ferris to accept the June 2025 crime statistics as presented.
Seconded by Councilmember Viars.

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

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.

6:56 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett presented local history regarding former Mayor Louie Watts [See **Exhibit C**].

6:57 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Jeff Drobney shared that the City is preparing for the upcoming Pigs & Peaches festival in August.

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.

Motion by Councilmember Viars to appoint Doug Edwards to the Kennesaw Downtown Development Authority with a term ending December 2027. Seconded by Mayor Pro Tem Ferris.

Vote taken: motion approved 4-0 (Councilmember Jones absent). Motion passed.

21. Council Reports & Discussions

Mayor Pro Tem Ferris said he found it interesting to read about Louie Watts. Although he didn't know Mr. Watts personally, he shared fond recollections of his legacy. If something needed to be done in the community, Mr. Watts was the one to make it happen. He was one of those great mayors who always seemed to get the job done.

Councilmember Gutierrez noted that it had been a slow week and he didn't have much to report.

Councilmember Orochena also did not have any updates to share.

Councilmember Viars thanked Parks and Recreation, along with Kennesaw Pediatrics, for their work on the recent Back 2 School Jam event.

22. Executive Session

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

23. Adjourn

Mayor Easterling adjourned the meeting at 7:00 p.m. The next work session will be held on Monday, July 28, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk



Short-Term Rental Ordinance

CITY OF KENNESAW – MAYOR & COUNCIL

PUBLIC HEARING: JULY 21, 2025

Purpose & Background

Authorized Use & Zoning Compliance

Licensing Framework

Operational Standards

Parking, Occupancy & Safety Compliance

Licensing Process

Enforcement & Compliance Strategy

Nonconforming Use & Transition Provisions

Summary & Next Steps

Overview

Purpose & Background



Establish a clear and enforceable licensing framework with the flexibility to evolve



Increased short-term rental activity via Airbnb, VRBO, etc.



Minimize adverse effects on residential neighborhoods



Complaints related to noise, parking, and property use



Provide oversight for health, safety, and zoning compliance



Lack of existing regulations created enforcement challenges



Ensure fair treatment of responsible hosts and property owners



Council directive (Sept 2024) to formalize and limit use



Preserve the character of Kennesaw's single-family communities



Collaboration across departments to draft a comprehensive solution

Authorized Use & Zoning Compliance

Intent

This zoning framework ensures:

- STRs remain compatible with surrounding residential character
- Density and location are appropriately limited
- Enforcement can be consistently applied
- Revisit Zoning districts and buffer requirements 6 months post-implementation with actual demand data



PERMITTED USE

- Short-term rentals are allowed in residential zoning districts: **R-40, R-30, R-20, R-15, R-12, and R-10**
- **250 ft** buffer between STR properties
- Property must have a valid Certificate of Occupancy
- Use is limited to the main dwelling unit only



PROHIBITED USE

- Zoning districts not listed (including **FST-townhomes, RM** and **RA** districts)
- Accessory structures (guest houses, detached garages, sheds)
- Temporary structures including recreational vehicles or campers

Licensing Framework

This framework establishes predictable, enforceable limits while accommodating responsible operators and managing long-term citywide impact.

Key Requirements

- License required for each STR prior to operation or advertisement
- One license per property (non-transferable, non-assignable)
- License must be renewed annually through the Business License Division
- Property must be in full compliance with all city ordinances and codes

Citywide Licensing Limits

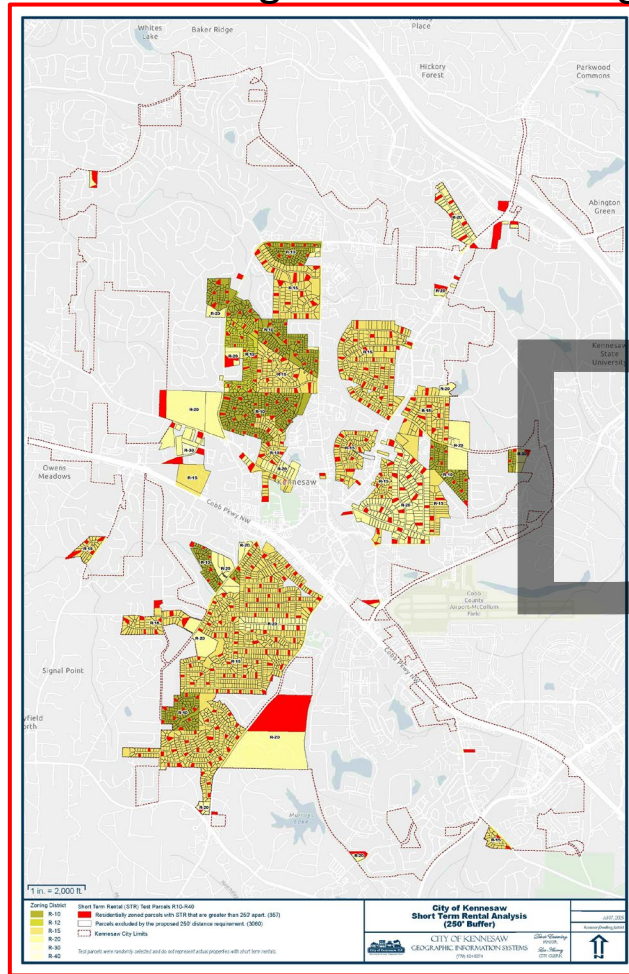
- Maximum of 150 STR license permitted citywide
- Licenses are issued on a first-come, first-served basis
- Once the cap is reached, applications will be waitlisted
- 250-foot separation required between licensed STR properties
- Licensing limits to be revisited 6 months post-implementation with actual demand and compliance data

Ownership Restrictions

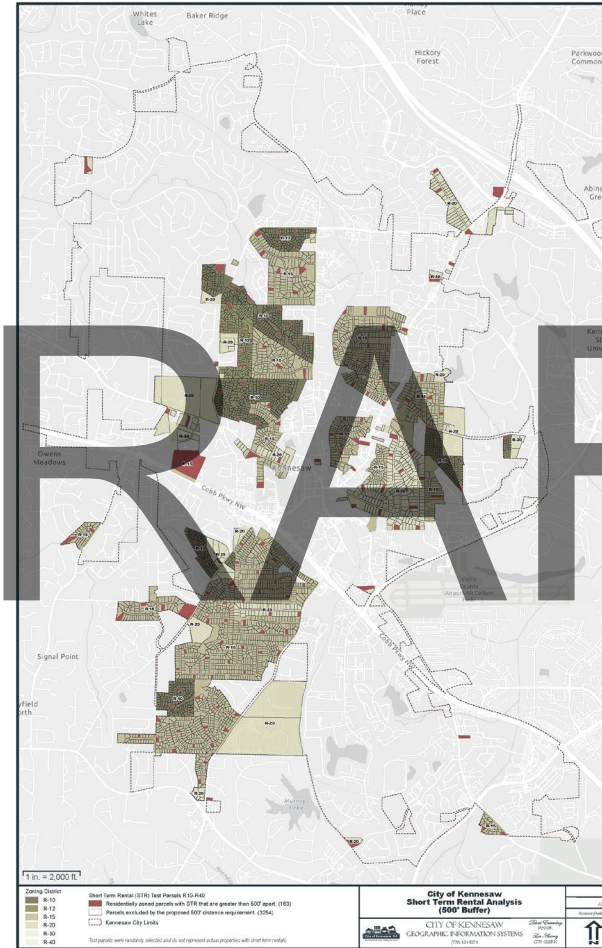
- An individual or entity may hold no more than two active licenses
- Ownership includes any direct ownership interest or named member of an LLC or business entity
- Properties with legal nonconforming status are exempt from the two-license cap and buffer, but must meet all other requirements
- License is non-transferable and tied to the specific property and owner

Buffer Scenarios:

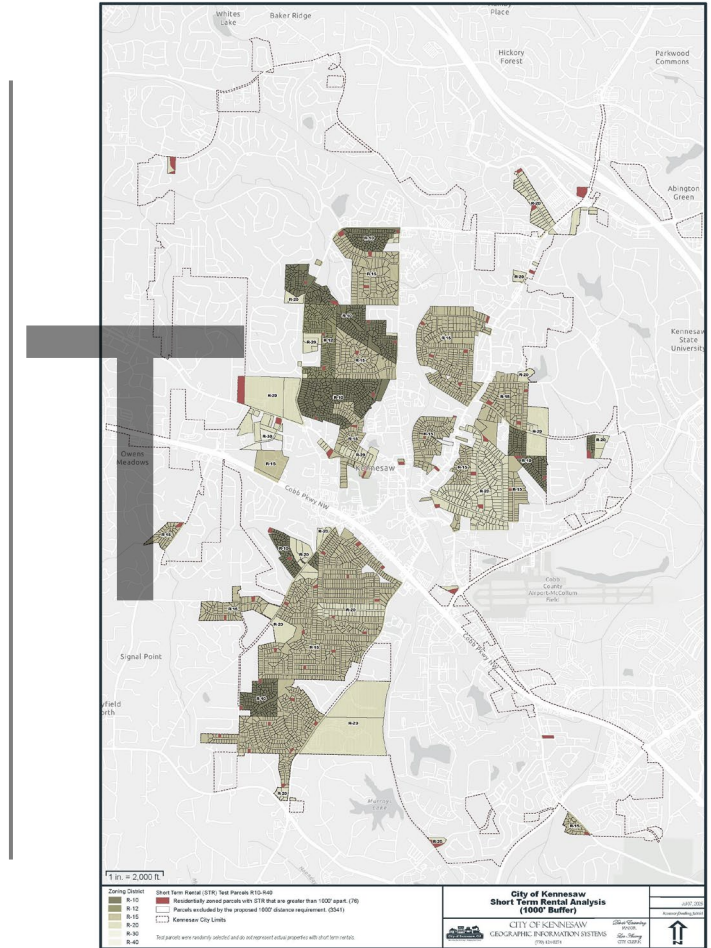
These figures reflect zoning and spacing compatibility only – license cap remains at 150



250 ft buffer
357 potential parcels



500 ft buffer
163 potential parcels



1000 ft buffer
76 potential parcels

Operational Standards

These standards ensure that STRs remain compatible with residential neighborhoods while offering clear accountability for owners and agents.

STR Agent Duties	Advertising Requirements	Use Restrictions
• Must reside in Cobb County • Serves as a 24-hour contact for complaints and emergencies • Responsible for ongoing compliance with city codes • Contact info must be posted inside the unit and on all listings	• Valid STR license number • Maximum occupancy • Maximum number of vehicles allowed • Notice of noise regulations • No external signage allowed	• STRs may not host events such as weddings, receptions, parties, or corporate events • STRs must comply with noise standards (Sec. 18-78) • STRs must comply with parking, sanitation, and code regulations

Parking, Occupancy & Safety Compliance

Intent

This section of the ordinance ensures:

- Preservation of neighborhood aesthetics and access
- Safe and legal occupancy limits
- Consistent enforcement of core safety standards



PARKING

- Guest and visitor parking must occur on the STR property (driveway, garage, carport)
- Must be on a hardened surface
- Street parking or overflow onto neighboring properties is prohibited
- No parking on lawns, easements, or shared access areas



OCCUPANCY

- Maximum occupancy is based on number of bedrooms
- Common areas do not count toward occupancy
- Occupancy information must be posted on-site and in all advertisements
- Occupancy limits are verified using Cobb County tax records and city building files



LIFE & SAFETY

- STR properties must comply with Building codes, Fire safety regulations, and Health and sanitation standards
- Proof of liability insurance is required as part of the application
- The city may inspect properties and review supporting documentation at any time

Licensing Process

Application Requirements

- Completed application
- \$250 Application Fee
- Proof of property ownership
- Valid photo ID of property owner and rental agent
- Proof of liability insurance
- Notarized agent acknowledgement
- Parking plan & occupancy declaration
- Proof of notice to surrounding properties
- HOA consent, if applicable

Review & Approval Process

- Application reviewed for completeness, accuracy, and zoning compliance
- Inspections required before issuance to verify zoning, safety and building code compliance
- Licenses issued within 30 days if requirements are met
- False or misleading information may result in denial/revocation
- Property must be compliant with city codes and be up to date on all city payments

Renewal & Changes

- Licenses must be renewed annually
- Changes in ownership must be reported in 30 days and a new license applied for
- Change of agent must be reported in 5 business days, with updated ID, acknowledgement form, and proof information posted inside of unit
- Failure to report changes may result in noncompliance or suspension

Enforcement & Compliance Strategy

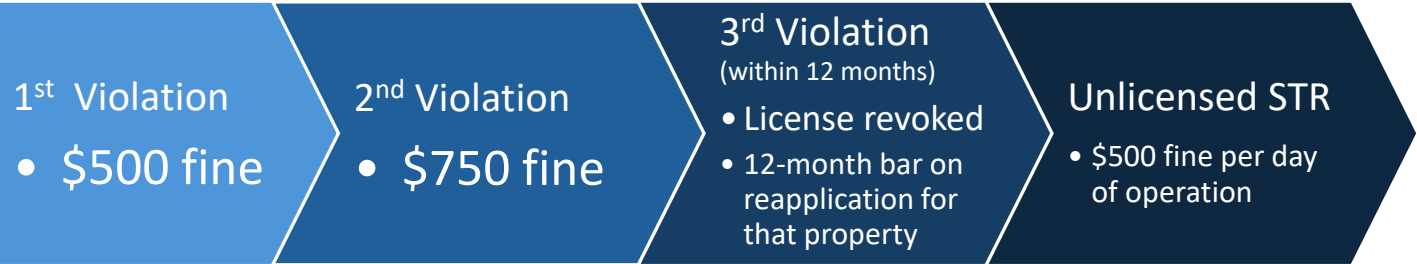
Intent

This section of the ordinance ensures:

- Early intervention
- Progressive discipline
- Protection of residential quality of life

Complaint Response & Investigation

- Complaints must be submitted in writing through the City’s online code enforcement portal
- Both owner and agent will receive written notice of any complaint
- Property owners/agents have 7 business days to address issues before a citation is issued
- Investigations may include:
 - On-site inspection with 24-hour notice
 - Police or code reports
 - Neighbor-provided documentation (photo, sound, video)



Nonconforming Use & Transition Provisions

These provisions allow legitimate, previously operating STRs to transition into the new regulatory framework without penalty, while ensuring future use aligns with current standards.



QUALIFIERS

- Operating prior to Jan. 1, 2025
- Proof of state and federal tax payments
- Register with the City within 90 days of the ordinance's effective date
- Achieve full compliance by December 31, 2025



EXEMPTIONS

- 250-foot buffer requirement
- Two-license ownership requirement



LOSS OF STATUS

- Change in property ownership
- Property is damaged/destroyed by 50% or more of market value
- STR ceases for 12 consecutive months
- Failure to meet annual renewal or full compliance deadlines

Summary & Next Steps

THIS ORDINANCE ACHIEVES:

- Establishes a clear, enforceable foundation for STR regulation
- Balances property rights with neighborhood protection
- Provides tools for proactive oversight and responsive enforcement
- Supports responsible hosts through consistent processes
- Ensures alignment with Zoning, safety, and building standards with flexibility to evolve based on real-world data
- \$64k estimated annual revenue (before 8% Hotel/Motel excise tax)

IMPLEMENTATION-READY:

- Licensing, inspection, and enforcement procedures are in place
- Nonconforming properties have a structured pathway to comply
- Interdepartmental collaboration ensures consistent application
- Public communication and support resources will follow adoption
- Zoning and Licensing conditions to be revisited 6 months post-implementation to assess actual demand and outcomes
- Begin accepting applications October 1, 2025 - present current data Work Session on March 30, 2026

June 2025 Crime Statistics



Group A Crimes	Jun 2025	Jun 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	4 (+0)	4	22 (-1)	23
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	1 (+1)	0
BRIBERY	0 (+0)	0	0 (+0)	0
BURGLARY	1 (-2)	3	15 (-3)	18
DRUG/ NARCOTICS OFFENSES	33 (-1)	34	166 (-20)	186
EMBEZZLEMENT	0 (+0)	0	2 (+0)	2
EXTORTION	0 (-1)	1	8 (-1)	9
FORGERY	4 (+3)	1	9 (+1)	8
FRAUD OFFENSES	8 (-3)	11	91 (+16)	75
HOMICIDE OFFENSES	0 (+0)	0	0 (-1)	1
INTIMIDATION	12 (+7)	5	67 (+28)	39
KIDNAPPING	2 (-1)	3	6 (-3)	9
LARCENY/ THEFT OFFENSES	21 (+8)	13	90 (+19)	71
MOTOR VEHICLE THEFT	3 (-2)	5	17 (+6)	11
PORNOGRAPHY OBSCENE MATERIAL	0 (-1)	1	1 (-5)	6
ROBBERY	0 (-1)	1	3 (+1)	2
SEX OFFENSES	4 (+1)	3	17 (-2)	19
SIMPLE ASSAULT	13 (-13)	26	78 (-44)	122
STOLEN PROPERTY OFFENSES	0 (+0)	0	7 (-1)	8
VANDALISM	8 (+2)	6	28 (-8)	36
WEAPONS/LAW VIOLATIONS	4 (+1)	3	23 (+2)	21
Totals	117	120	651	666

	Jun 2025	Jun 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	787 (+3)	784	4,484 (-78)	4,562
Self-Initiated Activity	1,306 (-46)	1,352	7,822 (+1,001)	6,821
Traffic Citations	565 (-28)	593	3,365 (+48)	3,317
Traffic Warnings*	716 (+54)	662	4,264 (+889)	3,375
Arrests**	85 (-9)	94	480 (-1)	481

	Jun 2025	Jun 2024	YTD 2025	YTD 2024
Auto Accidents	101 (+16)	85	607 (-27)	634
Accident w/ Injury	10 (+0)	10	59 (+5)	54
Hit and Run	14 (+0)	14	76 (+3)	73
Hit and Run w/ Injury	0 (+0)	0	2 (-4)	6
Person Hit by Auto w/ Injury	0 (-1)	1	3 (+1)	2

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

**

KENNESAW HISTORY

Louis Watts

Directly behind City Hall is Watts Drive, named after longtime mayor Louis Watts. Watts was born in Fairmount, Georgia in 1904, and adopted at a young age. He served in the US Army, and moved to Cleveland, Ohio in the 1920s.

After World War II, Watts and his wife Helyn moved back to Georgia, and Watts worked for the City of Smyrna and Lockheed. They moved to Kennesaw in 1952. Their house is today the Brain Station.

In 1956, Watts was elected the Mayor of Kennesaw, and he would serve until 1961. During this time, Kennesaw opened a new city hall, hired its first full-time police officer, and began to prepare for the Civil War centennial.

After several years away from local politics, Watts was reelected in 1968, and he served until 1972. Importantly, the *General* permanently returned to Kennesaw while he was in office. He retired eight months later, and passed away in 1982.



Louis Watts while Mayor
Image from the Council Chambers

Presented by Andrew J. Bramlett at the July 21, 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
7/21/2025
Public Comment Sign-in**

	Name	Address	Topic
1	Andrew Brantlett	2990 Somersfield Dr	Local History
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DRAFT



Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: August 4, 2025

TITLE: **Cemetery Deed: Section III-41-H**
Authorization for the Mayor to sign a Deed for a Cemetery Lot purchased by Victoria Ramsey.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. Deed for III-41-H

Deed Number: 2025-06

City of Kennesaw Cemetery Deed Cobb County, Georgia

This Indenture, made the 23 day of July, 2025 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the State of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
RAMSEY, VICTORIA	3124 Calumet Cir	Kennesaw, GA 30152

Hereinafter called Grantee.

WITNESSETH that: Grantor, for and in consideration of the sum of TWO THOUSAND DOLLARS AND 0 CENTS (\$2,000.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby transfer remise and convey unto the said grantee burial rights in and to that certain lot or tract located in the Kennesaw City Cemetery in Land Plot 74 of the 20th District, Cobb County, Georgia, said cemetery lot being more particularly described as follows:

SECTION	PLOT	LOT	PRICE
III	41	H	\$2,000.00

To have and to hold the said premises to grantee. By acceptance of this Deed the grantee herein, his heirs, administrators, successor, and assigns acknowledge that said conveyance is for the purpose of interment of human remains, and for no other purpose; and the grantee herein further does hereby agree to maintain the above demised premises in a neat and orderly condition and abide by the rules and regulations concerning said cemetery as they may from time to time be promulgated by the grantor herein.

Kennesaw Code of Ordinances, Section 30-13, "Regulations and Non-Liability of City," states:

(a) *The Mayor and Council reserve to themselves and their successor in the office the right to alter, amend, modify or add to the rules, regulations, conditions, and restrictions set for in this chapter and any time it is deemed advisable to do so in order to carry out the purpose of this chapter.*

(b) *There shall be no liability whatsoever, either tort or contractual, on the part of the city, or its officials or officers, or their successors in office, or its agents or employees, to any purchasers of any lots in the cemetery, or to any person holding under then, or to the family or relatives of any person buried in the cemetery, or to any person or the family of such person who has erected any monument, marker, or mausoleum therein, by reason of any act, thing, omission, negligence, or otherwise relating to the cemetery. In accepting any conveyance of any burial lot, each purchaser agrees that all provisions of this chapter are valid and that he and his heirs and assigns shall hold such lot subject to all provisions of this chapter and subject to all amendments to this chapter made by the Mayor and Council.*

This deed is given by virtue of and under authority granted by the City Council of the City of Kennesaw at its regular meeting on the 04 day of August, 2025.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed the day and year first above written.

This deed hereby accepted subject to the conditions herein set forth.


Purchaser

Mayor

Purchaser

City Clerk



Item Report

TO: The Honorable Mayor and City Council

FROM: Anna Trapp, Assistant to the City Manager

DATE: August 4, 2025

TITLE: **Resolution: Update to Personnel Policy and Procedures Manual**
Consideration for approval of a Resolution revising the Personnel Policy and Procedures Manual section 15.5 Training, Conference, and Meeting Attendance Travel Policy.

Summary: The Training, Conference, and Meeting Attendance Travel Policy was last updated in 2017 and now requires additional revisions. The significant revisions made to the policy include:

1. Reformatted and reworded to improve clarity and readability.
2. Clarification that Meals & Incidental Expenses will be administered on a per diem basis as found on the GSA Website.
3. Travel Advance and Reimbursement Requests will be submitted via Tyler instead of via a paper check request.

Recommendation:

The Benefits Committee has reviewed the changes and recommends approval of the revised policy.

Fiscal Impact:

Attachments:

1. RES 2025 - Travel & Meal Policy
2. Revised Travel and Meal Expense Policy July 2025
3. 2017 City of Kennesaw Travel Policy

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-

**RESOLUTION APPROVING REVISIONS TO SECTION 15.5 OF THE CITY OF
KENNESAW PERSONNEL POLICY AND PROCEDURES MANUAL**

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

WHEREAS, the City of Kennesaw Personnel Policy and Procedures Manual provides guides to administrative actions concerning personnel activities and transactions; and

WHEREAS, Section 15.5 in the City of Kennesaw Personnel Policy and Procedures Manual provides guidelines for travel and meal costs occurred while conducting City business such as attending trainings, conferences, and meetings; and

WHEREAS, the adoption of the 2017 Travel Policy provided uniformity and fairness to all City employees, elected officials, and members of City advisory boards who travel for official City business; and

WHEREAS, revisions to the Travel Policy will retain the original intentions of the policy but will improve overall clarity and readability of the document.

NOW, THEREFORE, BE IT RESOLVED that the Kennesaw City Council approves revisions to Section 15.5 of the City of Kennesaw Personnel Policy and Procedure Manual as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of August 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Revised 7-17-25

**City of Kennesaw
Personnel Policy and Procedures**

TRAVEL & MEALS

Draft July 17, 2025

15.5 TRAINING, CONFERENCE, AND MEETING ATTENDANCE TRAVEL POLICY

This section provides guidance on authorized expenditures for all departments under the authority of the City Manager and Mayor and City Council. This section shall cover those costs incurred for travel and meal expenses by any elected official, City employee, or board member who travels on City related business. Operating guidelines and procedures for procuring travel and meal expenses shall be issued under separate cover as they do not constitute nor necessitate City Council approval.

A. Appropriation

In conjunction with the annual budget process, the City Council shall authorize department appropriations for travel and meal expenses consistent with the annual adopted operating budgets. Departments shall not incur travel expenditures unless an appropriation is available, or a budget amendment has been completed.

B. Expenditure Approval

All expenditures relating to travel and meals shall be processed consistent with purchasing guidelines. Once finance staff receives the proper documentation from the incurring departments, the execution of payment shall occur. Finance staff will only process transactions for payment based upon the proper approval for the dollar amount of the expenditure, including adequate documentation received electronically.

C. Settlement of Disputed Advanced Payment or Reimbursement Claims

Finance staff shall review expenditure documents for compliance and appropriateness with all City policies and procedures. Advance of expenditure or reimbursement requests that are not in compliance with these policies and procedures shall be returned to the originating traveler and department with recommendations for changes. In the event the department does not agree with the recommendations, the City Manager shall make the final decision regarding whether to authorize the expenditure.

D. Overnight Travel Expenses

Approved Travel/City Business: The City shall pay expenses incurred by elected officials, City employees, or members of City advisory boards for travel related to official City business. Official business shall be deemed that which has been approved prior to the expenditure being incurred on a City of Kennesaw Travel Authorization form (Form T1).

- Travel authorization forms are required for any travel exceeding 50 miles from the employee's place of work. The traveler is expected to search out the most economically priced arrangements for their travel event taking into consideration their personal safety and a reasonable level of comfort.

- Additionally, the Mayor, City Council, City Manager, and Department Directors shall be allowed to receive advanced payment or reimbursement for official city business which may be associated with meetings or business meals outside of the scope of the purpose of travel (i.e. a meeting outside of the approved conference or seminar).

Advanced Pay, Direct Pay, and Reimbursement: Each traveler shall pay for all expenses associated with travel (i.e. conference registration, lodging, and transportation tickets) using a direct payment method either via invoice or charged to a City issued credit card. This excludes meals and other incidental expenses.

Travel advances for meal/incidental expenses, if over \$100, shall be provided to the employee prior to travel by the Finance Department following the traveler's submittal of a Form T2 and supporting documentation. Any amount under \$100 shall be reimbursed post travel through the submittal of a detailed Form T3 along with receipts and other supporting documentation.

Expenses eligible for advanced payment or reimbursement shall include travel costs associated with lodging, transportation, meals & incidentals, and program/conference fees which are applicable as follows:

- 1) **Lodging:** Hotel/motel charges shall be paid at cost to the traveler, with receipts provided, when the lodging exceeds a 50-mile radius of the employee's place of work. All traveling personnel shall minimize the expense associated with hotel/motel costs by procuring a government rate for qualified stays. Lodging expense shall be benchmarked against the U.S. General Services Administration (GSA) approved per-diem rate of reimbursement. When the GSA rate is exceeded by 20% or more, additional justification shall be required from the traveler. Per diem rates for each fiscal year can be found on the [GSA Website](#)

When traveling in the State of Georgia, all travelers must use the [hotel/motel tax-exempt status form](#). Sales and occupancy taxes charged for lodging within the State of Georgia do not qualify as eligible reimbursable travel expenses under this policy.

Hotel accommodation for travel less than a 50-mile radius from The City of Kennesaw must be approved by the employee's department director. Elected officials, the City Manager, Assistant City Manager, Department Directors, and Managers of the City may be allowed hotel accommodation for travel less than a 50-mile radius from The City of Kennesaw, based upon meeting schedules and attendance needs.

- 2) **Transportation:** Approved modes of transportation include vehicle, air, rail, taxi, and public transportation. The method selected by the traveler shall be

subject to the most economically feasible, taking into consideration the value of time and personal safety.

- a. City & Personal Vehicles: If a City vehicle is available, it should be used in lieu of a personal vehicle. When more than one City employee or elected official is attending the same conference, meeting, training, etc., such individuals shall ride-share in a City vehicle unless granted an exception by the City Manager or by Mayor and Council. Absent the granting of such exception, if space is available in a City vehicle (up to 4 employees per vehicle), but the employee or elected official chooses to use their personal vehicle, then that employee or elected official will not be reimbursed for mileage.
 - i. The use of a City Vehicle is authorized for City business purposes only for travel destinations within the State of Georgia. Operation of a city vehicle outside the State of Georgia requires the prior written approval of the City Manager.
 - Expenses associated with the travel in City vehicles such as fuel, oil, tires, etc. shall be the responsibility of the City, and necessary purchases should follow normal purchasing guidelines and processes.
 - Miles traveled in City owned vehicles shall not be subject to reimbursement to the traveler.
 - Non-city employees are **not** permitted to travel in a City Vehicle. If a traveler's dependents/spouse are accompanying the traveler, they must use an alternate form of transportation, or the City employee may request authorization to use a personal vehicle.
 - ii. Use of a Personal Vehicle may be authorized if one of the following conditions is met:
 - no suitable City vehicle is available,
 - round-trip travel is less than 100 miles, or
 - the traveler has a physical handicap which requires the use of a specially equipped vehicle.

Department heads have the authority to approve or deny the use of a personal vehicle for official City business for reasons that do not meet the approved conditions.

Generally, the City will not reimburse for the use of a personal vehicle within 10 miles of an employee's official headquarters and/or residence.

- Expenses associated with employee's personal vehicles such as fuel, oil, tires, etc. (deemed normal wear and tear) will not be subject to reimbursement and will be the responsibility of the traveler.
- Miles traveled in personal vehicles shall be advanced or reimbursed at the rate designed by the [Internal Revenue Service](#). Mileage shall

be calculated using the employee's place of work as the origination point, so long as the employee reported to work prior to departing to the destination. In the event the employee does not report to work prior to traveling to the destination, mileage shall be advanced or reimbursed from the employee's origin, less their normal commute to the workplace. Substantiation of mileage is required for reimbursement.

City employees receiving a monthly auto allowance will not be advanced nor reimbursed per mileage since the City employee is being compensated for business use of a vehicle on a monthly basis.

- b. Rental Cars: Expenses associated with rental cars, i.e. rental expenses and fuel shall be paid at cost to the traveler, with receipts provided. Employees shall rent mid-size or smaller vehicles, or an appropriate vehicle size based upon the number of employees needing transportation. Expenses associated with exceeding this car class will be the responsibility of the traveler. Employees should decline additional insurance coverage offered by rental car companies since the City's insurance coverage is applicable to car rentals.
 - c. Air/Rail: Transportation provided by major airlines or railroads shall be paid at cost to the traveler, with receipts provided. Travel will be limited to coach/economy classes of service. In the event the traveler chooses a class higher than coach/economy (business or first class) or to extend the trip and change departure or arrival dates, the difference of the expense shall be the responsibility of the traveler. Any reduction in the expense associated with transportation costs as a result of extended or modified travel dates for personal benefit shall not be provided back to the traveler.
 - d. Taxi/Shuttle/Ride Sharing and Public Transportation: Expenses associated with local transportation shall be paid at cost to the traveler, with receipts provided and documentation showing point-to-point explanations for this mode of transportation.
- 3) **Meals & Incidentals Expenses (M&IE)**: Expenses associated with meals (breakfast, lunch and dinner) and incidentals (snacks, tips, miscellaneous) shall be administered on a per diem basis by the City. Per diem amounts will be derived from the U.S. General Services Administration (GSA), which can be found on the [GSA Website](#). Receipts will not be required on incidental or meal expenses. Overages of meal expenses will be the responsibility of the employee, while any savings may be retained by the employee. Alcoholic beverages are not allowable reimbursable expenses and will not be reimbursed pursuant to the City's Personnel Policies.

If meals are included in the conference cost, then the per diem rate will be reduced accordingly from the total M&IE per the [GSA Website](#). No advanced payment nor reimbursement will be allowed when meals are included as part of a registration fee or provided free. Itinerary/program must be provided for all M&IE advanced payments and/or reimbursements.

Expenses incurred for meals when travel does not include overnight stay shall be advanced or reimbursed under Section E of this policy.

- 4) **Program/Seminar/Conference Fees:** Charges relating to the traveler's attendance to the particular event (training, conference, seminar, etc.) shall be paid by the traveler's corresponding department, subject to the provisions identified for expenditures in the City's Expenditure and Purchasing Policies and when supported by proper documentation. Proper documentation is that which provides information about the course, such as the date, place, time, and course programming. The following are examples of proper documentation: registration form, brochure or agenda, screenshot from vendor website detailing event, or email from agency conducting event.

5) **Miscellaneous Travel Expenses:**

- a. Baggage: Baggage fees shall be paid by the City of Kennesaw following the guidelines below:
- i. Baggage fees will NOT be paid by the City of Kennesaw for the following:
 - Travel that is only one (1) day
 - Travel that is only one (1) day overnight (unless otherwise authorized and approved as to why extra baggage is needed).
 - ii. Baggage fees WILL BE paid by the City of Kennesaw for the following:
 - Travel that is two (2) day overnight stay or longer; one checked bag will be allowed.
 - If extra baggage needs to be checked, it must be pre-approved by an Authorizing Party.

Any baggage fees incurred that does not meet the above-mentioned conditions for payment by the City will be the responsibility of the traveling City employee, elected official, or member of a City advisory board.

- b. Parking Fees: Parking fees accumulated during approved travel shall be deemed eligible expenses if receipts are provided with an explanation of need. Travelers should always select parking options that are the most economically feasible, such as economy parking and self-parking, when available. Tips for valet parking are not reimbursable.

- c. Non-Refundable Purchases: If a non-refundable ticket, hotel room, or registration is purchased and is cancelled by the traveler, the cost incurred will be at the expense of the traveler, unless authorized by the approving authority to be paid at cost to the traveler with valid written justification as to why the ticket or other arrangements were not used and not cancelled in an appropriate manner.
- d. Dependents/Spouses: Dependents and/or spouses accompanying employees on official business shall not be eligible for advanced nor reimbursed expenses by the City. If a dependent or spouse accompanies an employee on an authorized business trip, only those expenses that can be directly attributed to the employee will be advanced or reimbursed (i.e. a single hotel/motel room). Per diem used for expenses other than those directly attributable to the employee will be allowed; however, the per diem amount will not be increased because of dependent/spouse travel.

E. Non-Travel or Single-Day Trip Meals

Non-travel expenses related to the furnishing of meals, snacks, or food should be limited to the following circumstances:

- 1) Meetings hosted by the City Council, City Manager, or Department Director;
- 2) A meeting or training during regularly scheduled business hours required by law or authorized by a department director which is anticipated to last more than four (4) hours and which is scheduled through normal meal times;
- 3) A business meal with someone other than another City official or employee to discuss a specific item of City business; and
- 4) Meals that are an integral part of a scheduled meeting at which the individual is required to attend.

To be eligible for meal advanced payment or reimbursement during a single-day trip, the approved traveler must meet the following conditions for each applicable meal:

- **Breakfast**: Advanced payment or reimbursement is allowed if travel begins before 8:00 a.m. and the one-way distance is at least 50 miles.
- **Lunch**: Advanced payment or reimbursement is allowed if travel begins before 8:00 a.m., ends after 1:00 p.m., and the one-way distance is at least 50 miles.
- **Dinner**: Advanced payment or reimbursement is allowed if the traveler returns after 7:00 p.m. and the one-way distance is at least 50 miles.

If the single-day trip is for a training or conference and meals are included in the program cost, then the per diem rate will be reduced accordingly from the total M&IE per the [GSA Website](#). No advanced payment nor reimbursement will be allowed when meals are

included as part of a registration fee or provided free. Itinerary/program must be provided for all M&IE advanced payments and/or reimbursements.

Receipts provided for meals within this category should detail the nature of the meeting and the people who were present for the discussion, meeting, or training.

F. SUBMISSION OF EXPENSES

All expenses relating to travel shall be entered into Tyler for processing no later than ten (10) business days after the traveler returns from a trip via completion of Form T3, which should include itemized receipts for all travel costs incurred and documentation supporting the purpose of travel i.e. copy of meeting agenda or conference schedule.

Non-travel meals shall be submitted no later than seven (7) days from the date of occurrence.

Expense reports must be prepared to reflect only actual expenses essential to the conduct of City business by the employee, elected official or member of city advisory board/committee. The City will not pay for any nonessential expenses.

G. TRAVEL FORMS

All forms can be found on the [City of Kennesaw – Intranet](#). The traveler will submit each form to his/her manager as outlined below. Once approved, each form along with any supporting documentation and all receipts should be entered into Tyler - a copy of the approved form should be retained by the traveler.

1. Travel Authorization Request Form (Form T1) - this form is used to receive authorized permission to travel to the specified destination and within the specified guidelines stated on the form and in accordance with this travel policy. Form T1 should be submitted thirty (30) days prior to the first day of travel, unless a special circumstance is approved by the traveler's manager.
2. Travel Advance Request Form (Form T2) - this form is used to request a specified advance payment prior to the trip specified on the associated Travel Authorization Request Form. The Form T2 shall be submitted no less than two (2) weeks prior to the date of travel to allow ample approval and processing time. The Travel Advance Request Form can be used for any advance subsistence payments over \$100. Any amount under \$100 must be reimbursed post travel through a detailed Form T3.
3. Travel Expense Summary/Reimbursement Statement Form (Form T3) - this form is required to be submitted no later than ten (10) business days after returning from the trip to reconcile all expenses paid as well as requesting a reimbursement and/or pay back to the City of Kennesaw due to overpayment

through an advance. If the traveler received an advance that was greater than the actual expenses incurred, a check in the amount of the unused portion of the advance must accompany the Form T3. All checks should be made payable to the City of Kennesaw.

CITY OF KENNESAW TRAVEL POLICY AND PROCEDURE

I. PURPOSE:

To provide consistent guidelines for the authorization and administration of travel expense reporting by City employees, elected officials, and members of City advisory boards. Objectives of these guidelines include: uniformity and fairness to all travelers, conservation of public funds, as well as allowing travel that enables City business to be conducted in a professional manner.

I. SCOPE:

These policies and procedures apply to all City of Kennesaw employees, elected officials, members of City advisory boards, and all others who are authorized to travel on City business.

II. DEFINITIONS:

As used in this statement of policy, "**City Business**" shall pertain to either of the following:

1. "Business Travel" - travel for the purpose of conducting official City business.
2. "Professional/Educational Travel" - travel to attend meetings, conferences, and training programs for professional growth and development for the mutual benefit of the business traveler and the City of Kennesaw.

"Approved traveler" – refers to a City employee, elected official, or member of a City advisory board whose travel has been reviewed and approved.

"Authorizing party" - individual authorized to approve or disapprove all travel-related requests. Individual is assumed to be in a level of authority such that they can accurately evaluate the need for and the cost and benefit of such travel.

"City" – shall mean the City of Kennesaw.

"Metro-Atlanta Area" – counties within a 50-mile radius of Cobb County, including but not limited to Gordon, Gilmer, Lumpkin, Pickens, Dawson, Hall, Forsyth, Cherokee, Bartow, Floyd, Polk, Paulding, Haralson, Carroll, Douglas, Fulton, DeKalb, Heard, Coweta, Clayton, Meriwether, Pike, Spalding, Henry, Rockdale, Newton, Walton, Gwinnett, Barrow, Fayette and Butts.

"Requesting party" - individual who is seeking authorization to travel and advance/reimbursement of related travel expenses.

"Travel Advance Request Form (Form T2)" – this form is used to request a specified advance payment prior to the trip specified on the associated Travel Authorization Request Form. The Travel Advance Request Form can be used for any advance subsistence payments over \$100.

"Travel Authorization Request Form (Form T1)" – this form is used to receive authorized

permission to travel to the specified destination and within the specified guidelines stated on the form and in accordance with this travel policy.

“Travel Expense Summary/Reimbursement Statement Form (Form T3)” – this form is required to be submitted no later than (5) business days after returning from the trip to reconcile all expenses paid as well as requesting a reimbursement and/or pay back to the City of Kennesaw due to overpayment through an advance. Advance overpayment may result if an approved trip is cancelled after the advance has been paid or the trip concludes earlier than outlined on the Travel Authorization forms (Forms T1 and T2).

IV. ADMINISTRATION:

1. The Requesting Party is expected to search out the most reasonably priced arrangements for their travel event taking into consideration their personal safety and a reasonable level of comfort.
2. The City does not contract with a specific travel agent. The Requesting Party may book travel arrangements through an agent of their choosing or by utilizing one of the many internet sites available for such purposes.
3. Travel arrangements that include air, lodging and/or car rental should be made as far in advance as possible, preferably at least 30 days prior to the travel event, to ensure the most economical and desirable arrangements.
4. The Requesting Party shall use a city issued credit card for payment of hotel, transportation and registration expenses. All travel related meal expenses must be paid for using funds issued through the per diem advance process.

V. GUIDELINES FOR TRAVEL AUTHORIZATION:

1. Decisions as to which travel is authorized begin with the budgetary process. Travel needs must be anticipated and submitted in the annual budget for approval by the Mayor and Council.
2. No travel payments or reimbursements will be made without a pre-approved signed Travel Authorization Request Form.
3. The Requesting Party's responsibility is to stay within his/her departmental budget's travel allocation as approved by the Mayor and Council, and to complete in full the travel forms with all necessary funding information specific to their department and acknowledgment of budget verification is checked.
4. Prior to approving a travel request, the Authorizing Party is responsible for determining that a sufficient unexpended appropriation remains in the travel and training budget to cover all expected costs of the travel as well as ensuring that all forms are completed in full prior to submittal to the Finance Department.

5. Personal items, alcoholic beverages, and expenses of family members are not authorized. Expense reports must be prepared to reflect only actual expenses essential to the conduct of City business by the employee, elected official, or member of city advisory board/committee. The City will not pay for such items as movies, snacks, room service, pay per view, sporting events, and any other nonessential expenses.
6. No per diem travel advance will be issued in an amount less than \$100.00. Anything less must be reimbursed at a later time through a detailed Travel Expense Summary/Reimbursement Form submitted no later than 5 business days after return from travel.
7. Requests for travel, meal per diem advances (see Section VI B for guidelines), and actual expense reimbursement should be authorized as follows:

Requesting Party	Authorizing Party	Final Approval
Employee (other than Department Head)	Department Head	City Manager
Department Head	City Manager	City Manager
Elected Officials (Council)	Themselves	Council
Elected Official (Mayor)	Themselves	Council
Boards, Commissions, Authorities	Department Head	City Manager

VI. EXPENSE POLICIES:

The following guidelines are intended to set forth **minimum standards**. Employees, elected officials and members of City advisory boards are expected to spend funds prudently and in the best interest of the City.

A. Lodging

City payment for lodging is authorized when the individual's travel requires overnight accommodation. Overnight accommodations are not considered necessary in the Metro-Atlanta area unless special circumstances warrant. Documentation is required stating the purpose of the special circumstances. All overnight travel accommodations must be approved by the Authorizing Party. Receipts are required for all lodging costs. Submission of itinerary is required to process travel arrangements.

1. The City will pay the cost of single standard room accommodations typically occupied by business travelers at moderately priced hotels. The minimum corporate, governmental or lowest special rate must be requested along with any other discounts which the employee or official might be entitled to receive (i.e. Senior citizen/AARP).
2. For travel in the state of Georgia, City employees, elected officials and members of a City advisory board are responsible for obtaining tax-exempt certificates for both sales

tax and hotel/motel tax exemption from the Finance Department prior to travel. These certificates must be presented at the time of check-in. It is the responsibility of the City employee, elected official or member of a City advisory board to ensure the necessary steps are taken to receive tax exempt status for lodging. If the certificate is not presented and taxes are charged and paid with a City credit card, the City employee, elected official or member of a City advisory board will be required to reimburse the City no later than 5 business days after return from travel.

3. For hotels within the state of Georgia, payment for hotel registration with a City issued credit card is required to avoid being charged sales tax. The Travel Advance Request form (T2) should be used to send a direct payment when possible.
4. The City will pay only actual room rental costs supported by the hotel bill for each day that lodging away from home is required for business reasons. Requests for lodging the night before a conference or class begins, based on the start time stated in the agenda or itinerary attached to the Travel Authorization Request Form (T1) and the distance from the city, will be approved at the discretion of the Authorizing Party. The approved traveler is responsible for submission of the receipt to support any and all lodging charges (including hotel parking fees) made to the City credit card when direct advance payment is not authorized. Tips offered to hotel staff **are not** reimbursable.
5. All approved travelers shall attempt to incur only reasonable hotel expenses when out-of-town. Concierge level, suite and condominium accommodations are not permitted for City business.
6. When two approved travelers share a room, one individual will pay the full lodging charge. In the rare instance where the hotel agrees to split the bill, each approved traveler will be responsible for their share of lodging costs.
7. Hotel receipts must be attached to the Travel Expense Summary. Charges other than actual room cost should be itemized on the Travel Expense Summary/Reimbursement Form.

B. Meals

Approved travelers are entitled to a per diem rate for meals and incidentals when traveling for City business. Actual receipts are not required when requesting reimbursement at the per diem rates. ***These are approved maximum per diem rates.***

If an approved traveler is attending training at a facility where meals are provided at a cost lower than per diem rate, the per diem rate can be reduced, at the discretion of the Authorizing party.

Overnight Travel

1. The total per diem rate for overnight travel ***within the state of Georgia*** is \$54 per

full day of required overnight travel, based on the following breakdown:

Breakfast	\$12.00, including gratuity
Lunch	\$13.00, including gratuity
Dinner	\$24.00, including gratuity
IE	\$5.00 per day

If meals are included in the conference cost, then the per diem rate will be reduced accordingly (i.e. lunch then subtract \$13.00 from the per diem rate). No reimbursement will be allowed when meals are included as part of a registration fee or provided free. Itinerary/program must be provided for all meal reimbursements.

For travel ***outside of Georgia***, the federal per diem rate for meals and incidentals from the U.S. General Administrative Services Administration can be used at the discretion of the Authorizing Party. Rates can be found at www.gsa.gov/perdiem. The approved traveler will attach a printout of the webpage to the Travel Forms (Form T2 and T3).

- 2. *Day of travel to and from event*** will be paid at 75% of the per diem rate which is \$40.00, if the event is more than 150 miles from Kennesaw. If less than 150 miles, then at 50% of per diem which is \$27.00. Substantiation of mileage is required for reimbursement.

Single Day Trips Outside Cobb County

Travel outside of Cobb County for a conference, training, or other authorized City business is eligible for ***actual meal expenses*** of up to 75% of per diem rate which is \$40.00, at the discretion of the Authorizing party. Actual receipts will be required and attached to the Travel Expense Report.

For a single day trip the approved traveler must meet all of the guidelines cited below to be eligible for reimbursement for meals:

Breakfast – reimbursement will be authorized provided the requesting party began his/her travel day before 8 a.m. and the one-way trip, supported by odometer readings, is at least 50 miles.

Lunch – reimbursement will be authorized only if the travel day begins before 8 a.m., ends after 3 p.m. and the one-way trip, supported by odometer readings, is at least 50 miles.

Dinner – reimbursement will be authorized provided the employee/official returns after 8 p.m. and the one-way trip, supported by odometer readings is at least 50 miles.

Process to Request Meal Per Diem Travel Advances

- a. Advance payment of the meal per diem shall be requested not less than two (2) weeks prior to the date of travel to allow ample approval and processing time. Exceptions to the two (2) week rule may be approved by the City Manager in emergency travel situations.
- b. All meal per diem payments must have prior approval and signature of the City Manager on the Travel Advance Request Form (T2).

Misc. Items

- a. Meal costs must be incurred directly by the claimant; direct billing to the City by a restaurant is prohibited.
- b. The City Manager is authorized to periodically review and update the meal allowance schedule based on informal survey of actual meal costs charged by restaurants, or by applying some other appropriate measure, such as a regional consumer price index adjustment. Updates shall be reviewed at a public meeting and approved by Mayor & Council as necessary.

VII. Transportation

It is the responsibility and obligation of each approved traveler to choose the least expensive mode of transportation that conforms to this policy.

Air, Rail, and Bus

Air, rail, and bus fare is acceptable for destinations not within reasonable driving distance. Transportation will be obtained at the most economical rate. "Economy" or "tourist" level shall be obtained at the most economical mode of travel where available. Advance payment for air, rail, or bus tickets with a city issued credit card is required.

Air Travel

1. It is the obligation of the approved traveler to choose the least expensive flight – planning in advance will generally guarantee the lowest airfare and satisfy the traveler's preference. Travel arrangements should be made at least thirty (30) days prior to the travel date.
2. The approved class of transportation for all approved travelers is coach/tourist. First class air travel is not authorized. Every effort should be made to take advantage of any discounted rates by planning and ordering tickets within the required time frames.
3. Baggage fees will be paid by the City of Kennesaw following the guidelines below:
 - a. Baggage fees will NOT be paid by the City of Kennesaw for the following:

- i. Travel that is only one (1) day
 - ii. Travel that is only one (1) day overnight (unless otherwise authorized and approved as to why extra baggage is needed).
- b. Baggage fees WILL BE paid by the City of Kennesaw for the following:
 - i. Travel that is two (2) day overnight stay or longer; one checked bag will be allowed.
 - ii. If extra baggage needs to be checked, it must be pre-approved by an Authorizing Party.

Any baggage fees incurred that does not meet the above listed conditions for payment by the City will be at the cost of the traveling City employee, elected official or member of a City advisory board.

- 4. A copy of the ticket and or boarding pass showing the cost of the flight must be attached to each Travel Expense Summary.
- 5. If a non-refundable ticket is purchased and it is NOT used to travel, the cost incurred will be at the expense of the purchaser, unless authorized by the approving authority to be reimbursed with valid written justification as to why the ticket was not used and not cancelled in an appropriate manner.
- 6. If personal travel is combined with business-related travel, the approved traveler shall be responsible for paying the increase in airfare necessary to accommodate the personal part of the flight. Such payment for personal travel shall accompany the City's payment to the vendor for the tickets.
- 7. If changes in travel plans occur that are the result of city business requirements (i.e., delay in departure, cancellations, extended stays, or revised itinerary), any associated costs shall be paid by the City. However, any increase in the cost of travel due to changes for personal convenience will be borne by the employee, elected official or member of a City advisory board.

Parking at Atlanta Hartsfield is strongly discouraged because of the premium paid for parking. Approved travelers are strongly encouraged to use one of the many park-n-fly lots located near the airport. Many of these park-n-fly lots have coupons available on line. Approved travelers are encouraged to utilize any and all available discounts.

Rail and Bus Travel

- 1. A copy of the ticket and or boarding pass showing the cost of the ticket must be attached to each Travel Expense Summary
- 2. Transportation reservations shall be obtained at the most economical rate available.

City Vehicles

1. The use of a City vehicle is authorized for City business purposes **only for travel destinations within the State of Georgia**. Operation of a city vehicle outside the State of Georgia requires the prior written approval of the City Manager. City vehicles can only be driven by City employees or elected officials. City employee and elected official responsibilities as driver of a City vehicle:
 - a. Must possess a valid Georgia driver's license.
 - b. Be insured by the City's vehicle insurance policy.
 - c. Be the only person to drive/operate the vehicle.
 - d. Seat belts must be worn at all times during operation of vehicle.
 - e. Forbidden to operate vehicle while under the influence of alcohol, drugs, or any medication that may impair the ability to operate the vehicle.
 - f. The use of tobacco in any form is prohibited in City vehicle.
 - g. Employee is required to immediately report any damage to the vehicle to his/her immediate supervisor or department head.
2. When more than one City employee or elected official is attending the same conference, meeting, training, etc., such individuals shall ride-share in a City vehicle unless granted an exception by the City Manager or by Mayor and Council. Absent the granting of such exception, if space is available in a City vehicle, but the employee or elected official chooses to use their personal vehicle, then that employee or elected official will not be reimbursed for mileage. A second 2nd City vehicle (or a personal vehicle if a City vehicle is not available) may be utilized if there are 4 or more employees traveling to the same location.
3. Receipts must be obtained for all City vehicle expenses, including gasoline purchases and included on the Travel Expense Summary (T3). Tips for valet parking **are not** reimbursable.

Personal Vehicle

Use of a personal vehicle may be authorized only if one of the following conditions is met:

- a. No suitable City vehicle is available
- b. Round trip travel is less than 100 miles.
- c. The Requesting Party has a physical handicap which requires the use of a specially equipped vehicle.

Advance written approval shall be obtained prior to using a personal vehicle. No reimbursement will be made if an employee chooses to use a personal vehicle when a City vehicle was available and there were no special circumstances to prevent use of the City vehicle.

1. The reimbursement rate is the per diem business rate published by the Internal Revenue Service as cents per mile reimbursement. This amount changes periodically and can be found on the Internal Revenue Service website. This rate covers fuel, maintenance, and liability and physical damage insurance costs of the personal vehicle.
2. City employees receiving a monthly auto allowance will not be reimbursed per mileage since the City employee is being compensated for business use of vehicle on a monthly basis.
3. When more than one City employee or elected official is attending a particular function, separate car allowances are not approved unless separate arrival and departure times are dictated by other City business or the vehicle will not accommodate the number of people attending the function (normally four persons) and another City vehicle is not available. It is the responsibility of the Authorizing Party to document and approve.
4. The City employee or elected official must submit a Travel Expense Report documenting mileage driven for City business before reimbursement will be made. Requested mileage reimbursements must be supported by odometer readings, or mapping software digital prints, sent with the supporting backup information along with a completed mileage reimbursement form. Incidental travel will only be reimbursed when pertaining to official City business.
5. Reimbursement requests should be made on a monthly basis and submitted to the Finance Department no later than the 15th (for the previous month's expenses). The Authorizing Party is responsible for ensuring that the total number of miles is correct.
6. Mileage reimbursements are only for City business with your employment requirements. The following instances are not valid reimbursements:
 - a. Not valid for trips within walking distance
 - b. Not valid for City functions, i.e. retirement parties, voluntary luncheons
 - c. Not valid for the trip from your home to the office if you leave from the office prior to your destination
 - d. Not valid on trips to a retailer for purchase of items that could have been purchased on-line unless otherwise authorized by the Department Director or City Manager.

Rental Cars

Rental vehicles are not to be used unless the cost is less than that of other available local transportation such as taxis, hotel/airport shuttles, or mass transit. In many cases a hotel shuttle, taxi or airport limousine offers a fast, convenient and economical mode of

transportation from the airport to the hotel. If a car rental is necessary to reduce costs, approved travelers shall share rental cars, use the appropriate size car as indicated below and utilize any discounts offered.

1. The use of a rental car must be justified as an economical need and not as a matter of personal convenience. Vehicles may be rented when:
 - a. Local transportation is not available.
 - b. The cost of local transportation equals or exceeds the cost of renting an automobile.
2. When renting a vehicle:
 - a. Rentals will be limited to “mid-size” cars with standard accessories, unless special circumstances dictate a larger vehicle.
 - b. Rentals will be covered by appropriate insurance, as required by applicable state laws.
 - c. City policies and procedures governing the use of City vehicles will apply to rental vehicles.
 - d. The approved traveler shall return the rental car according to the car rental policies and signed form for refilling the gas tank to the specified amount on the rental contract to avoid the City being charged a premium rate if the car rental agency refills the tank.
 - e. Receipts **are required** for reimbursements of all rental car costs, including gasoline and parking fees. The rental agreement or express check-out receipt must accompany the reimbursement request.

Local Ground Transportation and Parking

Local transportation and parking costs incurred while out of town for City business will be reimbursed. All reimbursement requests must have a receipt and be submitted with the Travel Expense Summary and Reimbursement Request form.

VIII. REGISTRATION

Registration fees for conferences, seminars, continuing professional education, and training events associated with City business and the professional development of City employees, elected officials or members of a City advisory board are payable by the City when supported by proper documentation. Proper documentation is that which provides information about the course (date, place, time) and course attendee. The following are examples of proper documentation:

- a. Registration form
- b. Brochure or agenda
- c. Screenshot from vendor website detailing event
- d. Email from agency conducting event

City employees, elected officials or members of a City advisory board shall register through advance registration utilizing a City issued credit card. Registration paid by the City in advance is treated as a travel advance to the employee, elected official, or member of City advisory board and must be

accounted for upon return.

NON-ALLOWABLE EXPENSES

It is the policy of the City to reimburse the approved traveler for all reasonable and necessary costs incurred while transacting City business; however, there are specific types of expenses which are considered personal in nature and **not reimbursable and under no circumstance shall they be charged to a city issued credit card**. These expenses specifically include, but are not limited to:

- Personal air travel and other personal trip insurance
- Barber, manicurist, shoe polish
- Briefcases or other items of personal use
- Entertainment expenses (airline headsets, theater or movie tickets, sporting events)
- Personal reading materials
- Repairs, maintenance, or insurance on personal vehicles
- Traffic fines or court costs
- Unauthorized trips, gifts, donations, or club memberships
- Lost or stolen personal property while traveling on City business
- Any alcoholic beverage
- Expenses of a spouse or other persons not authorized to receive reimbursement under this policy
- Damage caused by City employee, elected official or member of City advisory board
- Personal toiletry articles

IX. PROCEDURES

Request for Authorization to Travel

1. When it becomes necessary for a City employee, elected official or member of a City advisory board to travel, the Requesting Party shall prepare and submit a Travel Authorization Form a minimum of thirty (30) days prior to the first day of travel, unless a special circumstance is approved by the Authorizing Party. The form must be approved by the Authorizing Party as shown in **Guidelines for Authorization to Travel**. All applicable fields must be completed or the form will be returned.
2. When requesting authorization to travel along with a request for meal per diem advance, the Requesting Party must complete the Travel Advance Form in its entirety.
3. The estimated total travel expense to be incurred for the travel being authorized must be verified against the department's budget and approved by the Authorizing Party.
4. The Advance Request Summary section is to delineate the trip costs for which the City employee, elected official or member of a City advisory board would like to have funds prior to the trip – **this is limited to the approved meal per diem**.

5. The Authorizing Party is responsible for determining that:
 - a. There is sufficient and factual justification provided by the Requesting Party to permit approval.
 - b. There are sufficient unexpended funds remaining in the department's travel budget to reimburse all expected costs of travel.
6. The Authorizing Party will approve or deny the request form once he/she had determined the validity of the request.

When approved the ORIGINAL Travel Authorization Request Form will be submitted to the Finance Department – a copy of the approved form should be retained by the originating department.

Expense Reimbursement Procedures:

Upon returning from the properly authorized trip, the approved traveler must present to the Authorizing Party a complete itemization of all trip expenses on a Travel Expense Report. This final expense statement, with all required receipts and deductions of any prepayments (per diem amounts, etc.) and or travel advances, must be submitted to the Authorizing Party within five (5) business days after returning from the authorized trip. The Authorizing Party will review, sign, date, and properly submit the itemization of expenses to the Finance Department.

To ensure timely processing, the Travel Expense Summary/Reimbursement State Form will be prepared accurately, completely and will include all required receipts and explanations for all expenses. Direct payments and advances to the employee, elected official, or member of City advisory board or committee should be deducted and a net amount due to or from the traveler shown. No claim for reimbursement shall be paid unless it is accompanied by a bona fide vendor's receipt.

The Authorizing Party shall review, sign and submit the expense statement to the Finance Department within two (2) business days.

If the Requesting Party received a travel advance that was greater than the actual expenses incurred, a check in the amount of the unused portion of the advance must accompany the Travel Expense Summary/Reimbursement Form. All checks should be made payable to the City of Kennesaw.

X. GUIDELINES FOR COMPLETING TRAVEL EXPENSE REPORT:

Overnight travel:

Must have a hotel receipt even if lodging prepaid by City issued credit card.

Any exception must be noted on report (stayed in training facility, stayed with relative, etc.)

Registration:

Must have documentation of registration even if prepaid by City issued credit card (registration form, brochure, agenda, etc.).

If no registration fee applies (i.e. training provided free of charge), it must be noted on report along with documentation (i.e. email from agency, agenda, etc.).

Meals:

If claiming meal reimbursement or per diem associated with an event, must provide supporting documentation for event that evidences date, time, and place (brochure, agenda, registration form, etc.).

If claiming per diem rate for out of state travel, must provide print out of GSA website for that state and city/region evidencing rate.

If claiming a per diem rate less than maximum (meal included in registration, training facility provides food at lessor cost, etc.), it must be noted on report.

The Finance Department will audit Travel Expense Reports to determine mathematical accuracy, cross-reference amounts to receipts, and review appropriateness of expenses within guidelines of this policy. Upon determination of accuracy, the reimbursement request will be processed and payment made approved traveler.

Submission of an inaccurate Travel Expense Report will be returned to the department for correction and resubmission.

Any employee who knowingly submits a false claim for reimbursement may be subject to disciplinary action up to and including termination.



Item Report

TO: The Honorable Mayor and City Council

FROM: Mariyah Nall, Business License Manager

DATE: August 4, 2025

TITLE: **Alcohol License: Legacy Liquors LLC**
 Consideration for approval of an Alcohol Retail Package License for Beer, Wine, Liquor and Sunday Sales for Legacy Liquors LLC d/b/a Bottle Shop located at 2774 Cobb Pkwy NW Ste. 111 Kennesaw, Ga 30152. Applicant: Kantilal Dadhaniya

Summary:

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

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

100.0000.32.1900 Application Fee \$350.00

Attachments:

1. BOTTLESHOP APPLICATION_Redacted-Redacted1



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

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

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

- ☒ Liquor
- ☒ Beer
- ☒ Wine
- ☐ Growler
- ☒ Sunday Sales

License Type (Choose one):

- ☐ Manufacturer
- ☐ Wholesaler
- ☒ Retail Package
- ☐ Retail Pouring

Type of Establishment (Choose one):

- | | |
|--|--|
| ☐ Restaurant | ☐ Bottle House |
| ☐ Night Club | ☐ Convenience Store |
| ☐ Grocery Store | ☐ Indoor Entertainment Hall |
| ☐ Lounge | ☐ Hotel/Motel |
| ☐ Private Club | ☒ Package Store |

Business Type (Choose one):

- ☐ Sole Proprietor
- ☐ Corporation
- ☒ LLC
- ☐ Partnership
- ☐ LLP

Please fill out the below information:

1. Full name of business: Legacy Liquors LLC
Doing Business As (DBA): Bottle Shop
Anticipated start date of business: Existing Business
2. Business location: 2774 Cobb Pkwy, NW Ste:111, Kennesaw GA 30152
Email address: [REDACTED]
Phone Number: [REDACTED]
Mailing address: 4135 Cripple Creek Way NW, Kennesaw GA 30144
3. Do you have a certified survey of the location of the property? Yes

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

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

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

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

Package Sales Only (Beer or Wine):

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

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

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

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

N.A.

Number of pool tables:

Number of video game machines:

Size of dance floor:

Amount of cover charge:

Will the location have a DJ, and if so, number of times per week:

5. How many square feet are the following:

N.A.

a. Dining area:

b. Bar area:

c. % of total dining space that is a bar area:

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

How is the proposed location zoned? Commercial District H.G.B.

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

Zoning verified by City of Kennesaw Zoning Division staff member [Signature]

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

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

If Partnership or LLP: N.A.

6. Partnership of LLP Name: _____

Partner/Member: _____
Position: _____
Email Address: _____
Phone Number: _____

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

Home Address: _____

City: _____
State: _____
ZIP: _____

Partner/Member: _____
Position: _____
Email Address: _____
Phone Number: _____

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

Home Address: _____

City: _____
State: _____
ZIP: _____

****Attach additional sheets if needed****

If Corporation or LLC:

7. Corporation or LLC Name: Legacy Liquors LLC

President/Member:	<u>Kantilal Dadhaniya</u>	Social Security #:	<u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>	Date of Birth:	<u>[REDACTED] 1965</u>
Phone Number:	<u>[REDACTED]</u>	% of Ownership:	<u>50%</u>
Home Address:	<u>4135 Cripple Creek Way NW,</u>	City:	<u>Kennesaw</u>
		State:	<u>Georgia</u>
		ZIP:	<u>30144</u>
VP/Member:	<u>Hardi Dadhaniya</u>	Social Security #:	<u>[REDACTED]</u>
Email Address:	<u>[REDACTED]</u>	Date of Birth:	<u>[REDACTED] 1993</u>
Phone Number:		% of Ownership:	<u>50%</u>
Home Address:	<u>1390 Sandtown Green SW</u>	City:	<u>Marietta</u>
		State:	<u>Georgia</u>
		ZIP:	<u>30008</u>
Secretary/Member:		Social Security #:	
Email Address:		Date of Birth:	
Phone Number:		% of Ownership:	
Home Address:		City:	
		State:	
		ZIP:	
Treasurer/Member:		Social Security #:	
Email Address:		Date of Birth:	
Phone Number:		% of Ownership:	
Home Address:		City:	
		State:	
		ZIP:	

****Attach additional sheets if needed****

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

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

Corporate Name	Business Name	% Owned
N.A.		

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

Name	Position	SSN	Home Address	% Owned

10. Is the licensee or any owner listed in questions 6 – 9 currently holding an interest or ever been associated with any alcoholic beverage establishment? If yes, list below. No

Licensee/Owner Name	Business Name	Address

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

Name/Relationship	Home Address	Business Name/Address

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

Property Owner: Westwood Financial - (Reswood Cobb LLC, SV Cobb LLC, MSD Cobb LLC)
Address: 2774 Cobb Pkwy, NW Ste:111, Kennesaw GA 30152

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

\$ [REDACTED]

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

Licensee/Owner	\$ [REDACTED]
Other Owners	\$ [REDACTED]

typetext here

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

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

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

Name	Address	Compensation
Kantilal Dadhaniya	4135 Cripple Creek Way NW, Kennesaw GA 30144	

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

Name	Address

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

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

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

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

N.A.

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

No

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

RASS by Evindi

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

Written materials for employees. All employees will also take RASS classes along with monthly training to keep the employees up to date with training.

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Checking government IDs of all customers to ensure customers are of legal age to purchase alcohol. Signs placed all around the store to ensure customers know that their ID will be checked.

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

Camera throughout the store, government ID will be checked at the register for all customers planning on purchasing alcohol, and a POS system will be implemented to help scan government IDs where applicable (i.e. barcode on the license)

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

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

From/To Month/Year	Company	City	State	Position/Salary
Oct-13 to Jul-19	Philips Respironics	Kennesaw	GA	Assembler
Sep-19 to Sep-23	Beko Technologies Corp	Atlanta	GA	Quality Technician
Sep-23 to Present	Fiserv.	Marietta	GA	Quality Auditor

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

From/To Month/Year	Address	City	State
Apr-13 to Oct-17	3339 Emory Dr	Marietta	GA
Oct-17 to Current	4135 Cripple Creek Way NW	Kennesaw	GA

KENNESAW, GEORGIA
COBB COUNTY

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

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

K. K. Dadhaniya
Signature of Applicant

SB11-07211 00-8
Signature of Spouse of Applicant

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

[Signature]
Notary Public



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

Phone Number

Application received in Kennesaw City Hall by:

Margaret Hall

Application to be heard by Mayor & Council

Date & Time: [Redacted]
8/4/2025 @ 6:30pm

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING



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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

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

2. Phone Numbers:

a. Business: 770-426-5555
b. Cell: [REDACTED]
c. Home:

3. Home Address: 4135 Cripple Creek Way NW, Kennesaw GA 30144

4. Business Address: 2774 Cobb Pkwy, NW Ste:111, Kennesaw GA 30152



5. Please fill out the following:

Age: 59 Sex: Male Height: 5' 7" Color of Hair: Black
Race: Asian Weight: 140 Lb Color of Eyes: Black

6. Social Security #: [REDACTED]

7. Place of Birth: Kadaya-INDIA Date of Birth: [REDACTED] 1965

U.S. Citizen: Yes ☐ By Birth ☒ Naturalized

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

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #:

and submit copy of I-551 card

Derived Parents Certificate #'s:

Date & Port of Entry:

8. How long have you resided in the State of Georgia? 12 Years

9. Number of years at this present address? 7 Years

10. Are you (Choose one): ☐ Single ☒ Married ☐ Widowed ☐ Divorced

11. If married, complete the following information on spouse.

Full Name of Spouse: Geetabala Dadhaniya

Social Security #: [REDACTED]

Spouse's Maiden Name: Geetabala Ankola

Place of Birth: Ajab-INDIA

Date of Birth: [REDACTED] 1969

Place of Marriage: Veraval-INDIA

Date of Marriage: 05/10/1992

Name of spouse's employer: Beko Technologies Corp

Address of employer: 900 Great SW Pkwy SW, Atlanta GA-30336

U.S. Citizen: _____ ☐ By Birth ☐ Naturalized

If a naturalized citizen, provide certificate #: _____

and submit original naturalization certificate or U. S. Passport

✓ If a legal permanent resident, provide alien registration #: [REDACTED]

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: 08/22/2012 at Newark Liberty International Airport

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

Full Name	Address	Age	Birth Place
<u>Hardi Dadhaniya</u>	<u>1390 Sandtown Green SW, Marietta GA 30144</u>	<u>31</u>	<u>Ajab-INDIA</u>
<u>Kashyap Dadhaniya</u>	<u>4135 Cripple Creek Way NW, Kennesaw GA 30144</u>	<u>25</u>	<u>Veraval-INDIA</u>

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

	Full Name	Address
Parents:	<u>Deceased</u>	_____
Siblings:	<u>Dhirajlal Dadhaniya</u>	<u>Maliya-Hatina, India</u>
	<u>Manjulaben Sadaria</u>	<u>Juthal, India</u>
In-Laws:	<u>Karman Ankola</u>	<u>3339 Emory Dr, Marietta GA-30062</u>
	<u>Ramaben Ankola</u>	<u>3339 Emory Dr, Marietta GA-30062</u>

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

No

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

No

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

<u>M/YR</u>	<u>to</u>	<u>M/YR</u>	<u>School</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Degree</u>
<u>June-1985</u>		<u>May-1988</u>	<u>Bahauding Collage</u>	<u>Collage road</u>	<u>Junagadh</u>	<u>Gujarat</u>	<u>Batchlor in Science</u>
<u>June-1988</u>		<u>May-1990</u>	<u>Saurashtra University</u>	<u>Munjka</u>	<u>Rajkot</u>	<u>Gujarat</u>	<u>Master of Science</u>
<u> </u>		<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>



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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

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

2. Phone Numbers:
a. Business: 770-426-5555
b. Cell: [REDACTED]
c. Home: _____

3. Home Address: 1390 Sandtown Grn, Marietta GA 30008
4. Business Address: 2774 Cobb Pkwy, NW Ste:111, Kennesaw GA 30152



5. Please fill out the following:
Age: 31 Sex: Female Height: 5' 4" Color of Hair: Black
Race: Asian Weight: 120 Lb Color of Eyes: Black

6. Social Security #: [REDACTED]

7. Place of Birth: Ajab-INDIA Date of Birth: [REDACTED] 1993

U.S. Citizen: Yes ☐ By Birth ☒ Naturalized

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

and submit original naturalization certificate or U. S. Passport

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

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: _____

8. How long have you resided in the State of Georgia? 12 Years

9. Number of years at this present address? 2 Years

10. Are you (Choose one): ☐ Single ☒ Married ☐ Widowed ☐ Divorced

11. If married, complete the following information on spouse.

Full Name of Spouse: Parth Patel

Social Security #: [REDACTED]

Place of Birth: Bardoli-India

Place of Marriage: Marietta

Spouse's Maiden Name: Parth Patel

Date of Birth: [REDACTED] 1991

Date of Marriage: 04/04/2023

Name of spouse's employer: Ernst & Young

Address of employer: 55 Ivan Allen Jr Blvd NW, STE 1000, Atlanta GA-30308

U.S. Citizen: Yes ☐ By Birth ☒ Naturalized

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

and submit original naturalization certificate or U. S. Passport

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

and submit copy of I-551 card

Derived Parents Certificate #'s: N/A

Date & Port of Entry: March 2008 at Newark Liberty International Airport

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

Full Name	Address	Age	Birth Place
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

	Full Name	Address
Parents:	<u>Kantilal Dadhaniya</u>	<u>4135 Cripple Creek Way NW, Kennesaw GA 30144</u>
	<u>Geetabala Dadhaniya</u>	<u>4135 Cripple Creek Way NW, Kennesaw GA 30144</u>
Siblings:	<u>Kashyap Dadhaniya</u>	<u>4135 Cripple Creek Way NW, Kennesaw GA 30144</u>
In-Laws:	<u>Suresh Patel</u>	<u>300 N Main Street, Cleveland, GA-30528</u>
	<u>Minaxi Patel</u>	<u>300 N Main Street, Cleveland, GA-30528</u>

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

No _____

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

No _____

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

M/YR	to	M/YR	School	Address	City	State	Degree
<u>01/2015</u>		<u>12/2019</u>	<u>Kennesaw State Uni</u>	<u>1100 South Marietta Drive</u>	<u>Marietta</u>	<u>GA</u>	<u>Software Engineering</u>
<u>01/2013</u>		<u>12/2014</u>	<u>Chattahoochee Tech</u>	<u>980 S Cobb Dr SE</u>	<u>Marietta</u>	<u>GA</u>	<u>Computer Science</u>
_____		_____	_____	_____	_____	_____	_____



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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: Kantilal Dadhaniya
Social Security #: [REDACTED]
Residence Address: 4135 Cripple Creek Way NW
City/State/Zip: Kennesaw GA 30144
Residence Phone: [REDACTED]

Date of Birth: [REDACTED]/1965
Name of Spouse: Geetabala Dadhaniya
Business/Organization: Legacy Liquors LLC
Business Phone: [REDACTED]
Partner/Officer in any other business? ☐ Yes ☒ No

Assets

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

Total Assets

Liabilities

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

Total Liabilities & Net Worth

Source of Annual Income
Bonus & Commissions
Alimony, Child Support, or Separate Income
Itemize all loan sources & Interest
Other Income (Itemize)

Total Income

Salary
Dividends

Unsatisfied judgments or lawsuits pending?
Are any income tax returns made by you for prior years being contested?
If so, what do you estimate as the additional amount you may be required to pay?
Are any assets pledged or joint names other than as described above?
Have you ever been declared bankrupt?
Do you have a will? Yes
Who is named as your executor?

Beneficiary:
Executor:

As of Apr 28th 2025

Privacy Act Statement

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

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

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

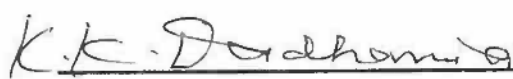
Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974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

As of 02/04/2021

Applicant Notification and Record Challenge:

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

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

	<u>KANTILAL DADHANIA</u>	<u>4/29/25</u>
Signature	Print Name	Date

Privacy Act Statement

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

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

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

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

As of 02/04/2021

Applicant Notification and Record Challenge:

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

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

Hardi D.

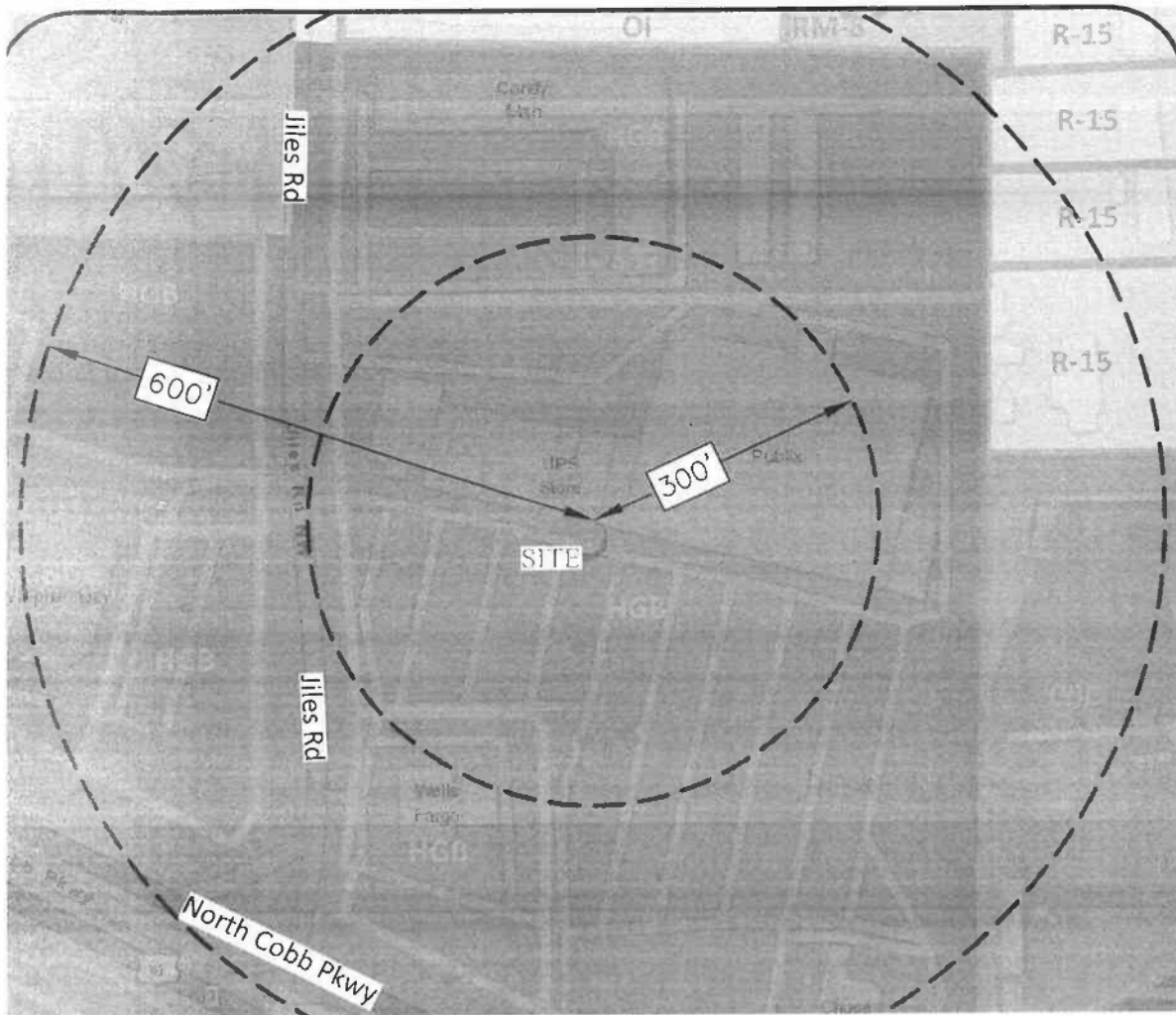
Signature

Hardi Dadheriya

Print Name

4/29/2025

Date



MAGNETIC
NORTH

SCALE: 1"=200'

ALCOHOL SURVEY

Prepared for: CHANDU MENDPARA,
MCRAA INC / DBA BOTTLE SHOP
2774 NORTH COBB PARKWAY, STE 111
KENNESAW, GA 30152
LAND LOT 139, 20th DISTRICT, 2nd SECTION
COBB COUNTY, GEORGIA - 12/04/2024

SITE ADDRESS

2774 NORTH COBB PKWY NW STE 111, KENNESAW, GA 30152

NEAREST SCHOOL: ±3,542'
KENNESAW ELEMENTARY SCHOOL
3155 JILES RD
KENNESAW, GA 30144

NEAREST PUBLIC PARK: ±1054'
KENNESAW PARKS & RECREATION
2753 WATTS DR
KENNESAW, GA 30144

NEAREST HOSPITAL: ±29,251'
WELLSTAR KENNESTONE HOSPITAL
677 CHURCH ST
MARIETTA, GA 30060

NEAREST CHURCH: ±1,920'
KENNESAW FIRST BAPTIST CHURCH
2958 N MAIN ST
KENNESAW, GA 30144

NEAREST DAYCARE CENTER: ±2,150'
PRIMROSE SCHOOL OF KENNESAW NORTH
3054 N MAIN ST
KENNESAW, GA 30144

NEAREST PRIVATE RESIDENCE: ±609'
2608 ST CHARLES LN NW
KENNESAW, GA 30144

NEAREST LIBRARY: ±10,032'
NORTH COBB REGIONAL LIBRARY
3535 OLD 41 HWY NW
KENNESAW, GA 30144

NEAREST HOUSING AUTHORITY: ±35,006'
MARIETTA HOUSING AUTHORITY
95 COLE ST NE
MARIETTA, GA 30060

NEAREST ALCOHOL TREATMENT CENTER: ±10,930'
NORTH GEORGIA RECOVERY CENTER
1690 ROBERTS BLVD SUITE 103
KENNESAW, GA 30144

THE DISTANCE SHALL BE THE SHORTEST MEASUREMENT IN LINEAR FEET FROM THE CENTER OF ANY OF THE PRIMARY ENTRANCES AS DESIGNATED BY THE FIRE MARSHAL TO THE PRIMARY ENTRANCE OF THE APPLICABLE STRUCTURE AT ISSUE. (SEC. 6.1 CITY OF KENNESAW COUNTY, GEORGIA - CODE OF ORDINANCES)

THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON FOR ALCOHOL PERMIT OR LICENSE APPLICATION PURPOSES ONLY AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

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zone, inc. LAND SURVEYING SERVICES

WWW.BOUNDARYZONE.COM
(770) 271-5772 / (919) 363-9226

PROVIDING SERVICES
FOR METRO ATLANTA,
RALEIGH-DURHAM &
CENTRAL FLORIDA.

GRAPHIC SCALE - IN FEET



FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

PROJECT
12333-02



SHEET
1 OF 1

GEORGIA
DRIVER'S LICENSE

Governor: *B. Perdue*

Commissioner: Laurel Hester

DRIVER'S LICENSE DL 

4d DL NO. [REDACTED] 3 DOB [REDACTED] 1965
9 CLASS C 4b EXP [REDACTED]
2 KANTILAL KARSHAN
1 DADHANIYA
6 4135 CRIPPLE CREEK WAY NW
KENNESAW, GA 30144-2166
COBB
12 REST A
8a END NONE
4a ISS 07/14/2022
15 SEX M 16 EYES BRO
18 HGT 5'-08" 17 WGT 145 lb

K. L. Dandridge

5 DD 496643521820020000

CERTIFICATE OF NATURALIZATION



No. [REDACTED]

Personal description of holder
as of date of naturalization:

Date of birth: [REDACTED] 1965

Sex: MALE

Height: 5 feet 08 inches

Marital status: MARRIED

Country of former nationality:
INDIA



U.S. Citizenship Registration No. [REDACTED]

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

K. K. [Signature]
(Complete and true signature of holder)

It is known that, pursuant to an application filed with the Secretary of
Homeland Security

at: ATLANTA, GEORGIA

The Secretary having found that:

KANTILAL KARSHAN DADHANIA

residing at:

KENNESAW, GEORGIA

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

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: ATLANTA, GEORGIA

on: FEBRUARY 11, 2019

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

2.Fac

U. S. Citizenship and Immigration Service

GEORGIA
DRIVER'S LICENSE

DRIVER'S LICENSE **DL** 

County: *BP*

4a DL NO  3 DOB  993

5 CLASS *C* 4b EXP 

2 *HARDIK*

1 *DADHANIYA*

8 1390 SANDTOWN GRN SEV
MARIETTA, GA 30008-3306
COBB

12 REST *A*

Da END NONE

4b ISS 07/10/2023

15 SEX *F* 16 EYES *BRO*

18 HGT 5'-05" 17 WGT 102 lb

Hardik D

5 DO 632769874039020000

No. [REDACTED]

CERTIFICATE OF NATURALIZATION

U.S. Registration No. [REDACTED]

Personal description of holder
as of date of naturalization:

Date of birth [REDACTED] 1993

Sex: FEMALE

Height: 5 feet 04 inches

Marital status: SINGLE

Country of former nationality:
INDIA

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

Heeli Dabhanija
(Complete and true signatures of holder)

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

at: ATLANTA, GEORGIA

The Secretary having found that:

HARDI KANTILAL DABHANIIYA

residing at:

KENNESAW, GEORGIA

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

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: ATLANTA, GEORGIA

on: FEBRUARY 11, 2019

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

2.Fnc

U. S. Citizenship and Immigration Services



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

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Kantilal Dadhaniya



EVINDI

INCORPORATED

For satisfactory completion of Evindi, Inc.'s

Responsible Alcohol Sales & Service Workshop (3 hrs.)


Michele J. Stumpe, President of Evindi, Inc.

4-2-25

Date

This workshop has been approved to satisfy the following alcohol ordinance requirements:
Cobb County; City of Kennesaw; City of Roswell; Cherokee County; City of Powder Springs;
Douglas County; City of Holly Springs; City of Sandy Springs; City of Johns Creek; Forsyth
County; City of Smyrna; Fayette County Rockdale County and Spalding County

Certificate to be posted in conspicuous location at licensed premises.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

Legacy Liquors LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **03/25/2025** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/01/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 3/25/2025 11:24:01 AM

BUSINESS INFORMATION

CONTROL NUMBER	25064700
BUSINESS NAME	Legacy Liquors LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/25/2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	2774 Cobb Pkwy NW, Suite 111, Kennesaw, GA, 30152, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Northwest Registered Agent Service, Inc.	8735 Dunwoody Place, STE N, Atlanta, GA, 30350, USA	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Northwest Registered Agent Service, Inc.	ORGANIZER	8735 Dunwoody Place, STE N, Atlanta, GA, 30350, USA

OPTIONAL PROVISIONS

LLC is Member Managed: Member - Kantilal Dadhaniya, Member - Hardi Dadhaniya

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Northwest Registered Agent Service, Inc. by Nat Smith
AUTHORIZER TITLE	Organizer

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the Effective Date (as such term is hereinafter defined) by and between ABC Liquor Co Inc., having an address of 3007 Eglantine Court, Marietta, Georgia 30062 (hereinafter referred to as the "Seller") and Legacy Liquors LLC, 4135 Cripple Creek Way NW, Kennesaw, GA 30144 (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, Seller operates a liquor store (hereinafter referred to as the "Bottle Shop") on that certain tract or parcel of real property located at 2774 Cobb Parkway NW, Suite 111, Kennesaw, Georgia 30152 (hereinafter referred to as the "Premises"), pursuant to the terms of a lease or other agreement with the fee owner of the Premises (hereinafter referred to as "Lease") providing Seller with a leasehold estate on the Premises; and

WHEREAS, Seller and Buyer now desire to enter into this Agreement to expand upon the terms and conditions set forth in the Contract.

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] the mutual covenants, terms and conditions set forth herein, and other good and valuable considerations in hand received by each party from the other, the receipt, adequacy and sufficiency of which is hereby mutually acknowledged, Seller and Buyer hereby covenant and agree as follows:

I. Purchase Price and Terms of Payment.

- a. The total purchase price shall be comprised of [REDACTED] for the Good Will, Furniture & Fixtures, excluding inventory ("Property") and the at Cost value of the inventory, calculated [REDACTED] of the Retail Value, present in the Bottle Shop on the day of Closing pursuant to Paragraph 3 (the "Inventory") and where the purchase price of the Property and the price of Inventory hereinafter shall be referred collectively to as the "Purchase Price".
- b. In addition to the Purchase Price the Buyer shall be responsible for the payment of a Lease Assignment Fee in the amount of [REDACTED] the "Lease Assignment Fee" and a security deposit in the amount of [REDACTED] the "Lease Security Deposit" in accordance with Paragraph 9b. The Buyer and Seller acknowledge that the Landlord shall apply and assign the Security Deposit currently being held by the Landlord which was paid previously by the Seller in the amount of \$[REDACTED] for the benefit of the Buyer, and the Buyer shall pay the Lease Security Deposit directly to the Seller. As a concession, the Seller will give a credit of \$[REDACTED] to the Buyer at the time of closing.

are finally determined.

- b. Utility Charges. Utility charges for telephone, gas, electricity, sewer, water and other services shall not be prorated to the extent that Seller can make arrangements for the rendering of final bills based on meter readings as of the Cut-Off Time. Seller shall be responsible for the payment at the Closing of all bills for utility charges up to and including the Cut-Off Time. To the extent that utility bills cannot be rendered as of the Closing Date, such charges for the period through the Cut-Off Time shall be prorated as of the Cut-Off Time based upon the most recent available bills and readjusted on the basis of the actual bills as and when received. Utility deposits shall be returned to Seller at the Closing.
 - c. Operating Expenses and Trade Accounts. Seller shall be responsible for all operating expenses and trade accounts of the Bottle Shop (including, without limitation, charges and fees payable under the property contracts, equipment leases and all sales taxes) up to and including the Cut-Off Time. To the extent the amounts of such items are then known, Seller shall pay such items at the Closing. Notwithstanding the foregoing, Buyer acknowledges and agrees that Seller may postpone and/or contest payment of any operating expenses or trade account which is the subject of a bona fide dispute. Seller agrees to indemnify and hold Buyer harmless from and against any claims or other matters relating to such operating expenses and trade accounts incurred prior to the Cut-Off Time.
 - d. Employees. Seller shall terminate the employment of all its employees working at the Bottle Shop as of 12:00 p.m. on the Closing Date. Wages, salaries, payroll taxes, contributions due in respect of pension and welfare plans for the employees of the Bottle Shop for the period that the Seller was their employer, and other fringe benefits and vacation pay of such employees shall be paid through 12:00 p.m. on the Closing Date. Buyer shall pay all amounts which accrue for services rendered thereafter for the employees Buyer retains. Seller shall be responsible for all accounts payable (including, but not limited to, payments for workers' compensation, unemployment insurance, state and city sales taxes, state and federal withholding and personal property taxes) incurred prior to Closing and shall cause same to be paid in full on or before the due date for such payment.
7. Training Period. Seller hereby represents and warrants that Seller shall, commencing on the date of Closing, and continuing for a period of Two weeks after the Closing, train the Buyer and Buyer's employees with respect to the operation of the Bottle Shop. No additional consideration shall be required to be paid by the Buyer to the Seller for this period of training, and the expense for the same is included within the Purchase Price being paid pursuant to the terms and conditions of this Contract. Said representative shall be available at the Premises for the benefit of the Buyer for a period of time not less than twenty (20) hours per week.
8. Non-Competition. Seller, and all officers, directors and shareholders of the Seller, shall execute Non-Competition Agreements whereby they covenant with the Buyer that, for a period of three (3) years commencing from the date of the acquisition of the Premises and Purchased Assets by the Buyer, that they will not, either jointly or severally, directly or indirectly, operate or perform any advisory, consulting or employment services for, invest in, or otherwise operate or become associated in any capacity with, any company, partnership, organization, proprietorship or other entity which is, or proposes to be, in the business of the sale of liquor, beer or wine, or which otherwise engages in any activity which is in competition with the business of the Buyer. The

11. Documents to be Delivered at Closing. The following documents shall be executed and delivered by the designated parties at Closing (hereinafter referred to as the "Closing Documents"):

- a. Lease or Assignment. Issuance and delivery of either (i) the Assignment or (ii) the Lease between Landlord and the Buyer and a termination of the existing lease between the Landlord and Seller.
- b. Organizational Documents. If either party is a corporation, partnership or other entity, copies of such entity's charter documents and such other documents evidencing due existence and authority to enter into and consummate the transaction contemplated by the Contract, as may be reasonably required by Seller or Buyer.
- c. Bill of Sale. A warranty bill of sale executed by Seller to Buyer conveying all of Seller's rights, title and interest in and to the Personality.
- d. Assignment of Warranties, Contracts, Property Contracts, Licenses and Permits. To the extent they are assignable and relate to the Premises, the assignments from Seller to Buyer of all of Seller's rights, title and interest in and to any and all (i) assignable contracts or agreements, including but not limited to supply, maintenance, service, landscape, pest control, cable television, waste disposal, or utility contracts and agreements (hereinafter referred to as "Property Contracts") and (ii) licenses, permits, or similar documents. Buyer specifically assumes Seller's obligations under those Property Contracts which Buyer specifically elects in writing to continue. Seller shall deliver the original Property Contracts and any warranties, licenses and permits in Seller's possession to Buyer at Closing. Provided, however, that if a third party's consent is required to assign any of the documentation set forth above, Seller shall be responsible for using reasonable efforts to obtain said signature(s) but shall not be held liable in the event that said party is unable or unwilling to provide such consent.
- e. Keys. Seller shall deliver keys to the Bottle Shop.
- f. Termination. Termination of all Property Contracts not accepted by Buyer.
- g. Non-Competition Agreement. Seller, and all officers, directors and shareholders of the Seller, shall execute Non-Competition Agreements whereby they covenant with the Buyer that, for a period of three (3) years commencing from the date of the acquisition of the Premises and Purchased Assets by the Buyer, that they will not, either jointly or severally, directly or indirectly, operate or perform any advisory, consulting or employment services for, invest in, or otherwise operate or become associated in any capacity with, any company, partnership, organization, proprietorship or other entity which is, or proposes to be, in the business of the sale of liquor, beer or wine, or which otherwise engages in any activity which is in competition with the business of the Buyer. The territorial scope of the restrictions contained therein shall be limited to an area located within a two (2) mile radius of the Premises.

- f. The Contract constitutes the valid and binding obligation of Seller and is fully enforceable against Seller in accordance with the terms hereof, subject to all rules of law and principles of equity generally applicable to the enforceability of legal obligations, including without limitation, bankruptcy, reorganization and other debtor relief laws.
- g. The Premises are currently zoned for the operation of a Bottle Shop.
- h. That, except for that certain lease with the Landlord, there are no other parties or entities to which the Seller is obligated to pay rent or other compensation for the use and occupancy of the Premises.
- i. Except as may be provided, Seller has filed all tax returns required by law and paid all taxes required by all governments, federal, state and local, when due, including, without limitation, property, payroll, income, sales and franchise tax returns and taxes. Seller has paid or provided for all taxes which have become due, and all taxes, penalties and interest of which it has notice, which any taxing authority has proposed or asserted to be due and owing with respect to Seller or the Bottle Shop. Seller has not been notified of any audits of Seller since its formation by any taxing authority. All tax liabilities to which the Purchased Assets have been subjected have been discharged or provided for, except for taxes assessed, but not yet due and payable.
- j. Seller (i) has complied in all material respects with all laws, regulations, licensing requirements and orders of courts of competent jurisdiction binding upon Seller, the Premises and Bottle Shop, and (ii) has filed with the proper authorities all statements and reports required by the laws, regulations, licensing requirements and orders to which it is subject. Seller possesses a currently valid business license to operate the Bottle Shop in the county and state where the Bottle Shop is located, as well as a valid certificate of occupancy for the Bottle Shop.
- k. Each of the Purchased Assets shall be in working order for the continued conduct of the Business as of the Date of Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.
- l. That Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. That Seller has not received any written notice of (i) the filing of any involuntary petition by Seller's creditors, (ii) the appointment of a receiver to take possession of all, or substantially all, of Purchased Assets, or (iii) the attachment or other judicial seizure of all, or substantially all, of Purchased Assets.

13. **Seller's Covenants.** Seller covenants and agrees with Buyer that after the date hereof through the Closing Date, Seller shall:

- a. Refrain from transferring any of Seller's leasehold interest in the Premises;
- b. Refrain from entering into or amending any Property Contracts or other agreements regarding the Premises or Bottle Shop (other than contracts in the ordinary and usual

- c. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price set forth in Paragraph 1a. and consummate the transactions contemplated by this Agreement.
- d. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; and (b) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

16. **Damage, Destruction or Condemnation.** If prior to the Closing Date (a) any portion of the Premises or Bottle Shop are damaged or destroyed by fire, the elements or by any other casualty, or (b) any portion of the Premises is taken or threatened by eminent domain, Buyer may, by written notice to Seller within ten (10) days after Buyer shall have received notice of the occurrence of such damage, the taking or threatened taking, which notice the Seller shall provide to the Buyer within five (5) days of the occurrence of such an event, elect to:

- a. terminate the Contract, in which event the Escrow Agent will return the Earnest Money to Buyer, and thereafter all parties shall be relieved and released of and from any further liability hereunder; or
- b. proceed to Closing, without reduction of the Purchase Price, and Seller shall at Closing pay over to Buyer all insurance proceeds, condemnation proceeds or similar compensation theretofore paid to or for the account of the Seller and assign to Buyer all right, title and interest of Seller in and to any additional insurance proceeds, condemnation proceeds or similar insurance proceeds, compensation thereafter payable. Should Buyer fail to deliver to Seller the aforesaid election notice within the time allowed, then Buyer shall be deemed to have elected to close the sale contemplated hereby on the terms and conditions set forth herein.
- c. The Buyer acknowledges that its selection with respect to the foregoing, is subject to the rights of the Landlord under the existing lease.

17. **Default.**

- a. If Seller fails or is unable to comply with the Contract, Buyer may, at its sole and exclusive discretion, either terminate the Contract and receive a full refund of the Earnest Money, enforce specific performance of the Contract, or proceed with any other remedy available at law or in equity to Buyer. In the event Buyer elects to terminate the Contract, all Earnest Money shall be returned to Buyer and Buyer shall have the right to seek actual damages for all costs and fees incurred by Buyer in connection with the subject matter of the Contract. In the event of a lawsuit by the Buyer to seek specific performance of the Contract or other remedies available to Buyer, the Buyer, if it is the prevailing party, shall be entitled to recover its reasonable attorney's fees.
- b. If the Closing does not occur in accordance with the terms of the Contract due to the default of the Buyer, or in the event of a breach by the Buyer of its obligations hereunder, the Seller may enforce specific performance of the Contract, or proceed

21. **Indemnification by Seller.** Seller hereby agrees that, notwithstanding the Closing, Seller will indemnify save and hold Buyer harmless from and against any and all claims, costs, expense, damage, liability, loss, or deficiency suffered or incurred by Buyer (including, without limitation, reasonable attorney's fees and other costs and expenses) incident to any action, suit or proceeding, arising out of or resulting from, and will pay Buyer on demand the full amount of any sum the Buyer pays or becomes obligated to pay in respect of:

- a. Any written or oral material misrepresentation made by Seller, any material inaccuracy and any representation made by Seller, or the breach of any warranty made by the Seller pursuant to this Agreement;
- b. Any claim or claims made against Buyer arising out of liabilities or asserted liabilities of Seller which may be asserted against Buyer as successor to the Purchased Assets of Seller to be purchased and sold hereunder; or
- c. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; or
- d. All ad valorem taxes, employment taxes, sales taxes or other taxes related to the operation of the Bottle Shop, the Purchased Assets or the Premises due and payable for any period of time prior to the Closing Date.

22. **Indemnification by Buyer.** Buyer hereby agrees that, notwithstanding the Closing, Buyer will indemnify save and hold Seller harmless from and against any and all claims, costs, expense, damage, liability, loss, or deficiency suffered or incurred by Seller (including, without limitation, reasonable attorney's fees and other costs and expenses) incident to any action, suit or proceeding, arising out of or resulting from, and will pay Seller on demand the full amount of any sum the Seller pays or becomes obligated to pay in respect of:

- a. Any written or oral material misrepresentation made by Seller, any material inaccuracy and any representation made by Seller, or the breach of any warranty made by the Buyer pursuant to this Agreement;
- b. any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
- c. Any claim or claims made against Seller arising out of liabilities or asserted liabilities of Buyer which may be asserted against Seller as predecessor to the Purchased Assets of Buyer to be purchased and sold hereunder.
- d. Buyer shall indemnify, defend, and hold Seller harmless from and against any claims, liabilities, fines, penalties, or expenses (including attorney's fees) related to the Business, Lease, or any actions or obligations arising after the fulfillment of this Agreement. This includes, but is not limited to, unpaid vendor debts, tax liabilities, employee claims, or any landlord-imposed charges arising after the Closing Date.

23. **TIME IS OF THE ESSENCE OF THE CONTRACT.**

24. **Partial Invalidity.** If any terms, covenant or condition of the Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, and said term, covenant or

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement intending it to be an instrument under seal on the date set forth under their respective signatures.

BUYER:

SELLER:

LEGACY LIQUORS LLC

ABC LIQUOR CO INC.

By: K. K. Dadhania
Name: Kantilal Dadhania
Title: Managing Member

By: Rajeev Bhardwaj
Name: Rajeev Bhardwaj
Title: President

Date: 4/7/25, 2025

Date: 4/7/, 2025







Vodka

Whiskey

Rum

Liquor



7/17/2025

Bottle Shop

**Re: 2772-2774 North Cobb Parkway
Kennesaw, GA 30152
7250-A110**

Dear Tenant:

This letter is to let you know that your document is ready to be executed using DocuSign, and to provide you with information about how to make your first payment to Westwood Financial. After you have executed your agreement, please prepare a wire transfer using the information below in the amount of [REDACTED] representing the amounts set forth below.

Please note that failing to send the wire to the below account may result in delay.

Assignment Fee
Consideration Fee
TOTAL:

[REDACTED]
[REDACTED]
[REDACTED]

Wire Instructions

Account Name: WPF Management LLC Trust Account

Account Number: [REDACTED]

Routing Number: [REDACTED]

Bank Name: [REDACTED]

Memo: Assignment 7250-A110

Please note payment instructions for your regular monthly payments will be provided with your "new tenant welcome package" to be provided after execution.

Please be advised that in order for Landlord to deliver possession of the Premises, the Property Manager must receive a certificate of insurance evidencing Tenant's compliance with its insurance obligations as set forth in the agreement and failure to do so will not delay the Rent Commencement Date.

10877 Wilshire Blvd, Suite 1105
Los Angeles, CA 90024
(310) 820-5443 Phone
(310) 207-5154 ext. Fax

Prior to any signage being fabricated and/or installed on the Premises, Landlord's written approval is required, and any signage not approved by Landlord is subject to removal at Tenant's expense. Also, please be advised that no roof work of any kind, including but not limited to roof penetrations, may be made without Tenant first contacting Landlord who shall provide Tenant with the name and phone number of a roofing contractor who shall supervise and/or provide specifications concerning any such roof work. Any cost of supervision of the providing of any specifications concerning the work to be performed on or to the roof shall be at Tenant's sole cost and expense.

In no event shall the agreement be binding upon Landlord, even though executed by Tenant and submitted to Landlord for examination, unless and until the document has been fully executed by Landlord and Landlord has returned a fully executed original to Tenant. Moreover, this agreement may have been submitted to you prior to Landlord's full review of all the terms and conditions contained therein, and, as such, Landlord reserves the right to not execute it or request further modifications. Any expenditures by Tenant, including without limitation, fees for legal, architectural and other consultants, permit application fees, lender's fees, etc., prior to the full execution and delivery, are at the sole risk of Tenant. Landlord shall not be held liable or responsible for such costs whether or not Tenant and Landlord execute the agreement.

In the event Landlord does elect to execute this document, all rent and other payments due pursuant to the agreement should be sent, until further notice, to:

WPF Management, LLC
c/o Westwood Financial Corp.
10877 Wilshire Blvd, Suite 1105
Los Angeles, California 90024

Should you have any questions, please contact me at (470) 592-8364.

Sincerely,

Vincent Mihaliak
Lease Coordinator
vmihaliak@westfin.com
(470) 592-8364

10877 Wilshire Blvd, Suite 1105
Los Angeles, CA 90024
(310) 820-5443 Phone
(310) 207-5154 ext. Fax

FOURTH AMENDMENT AND ASSIGNMENT OF LEASE

This **Fourth Amendment and Assignment of Lease** (this "**Amendment**") is made and entered into as of July 9, 2025, by and among SV Cobb LLC, a Delaware limited liability company ("**Landlord**"), ABC Liquor Co. Inc., a Georgia corporation ("**Assignor**"), and Legacy Liquors LLC, a Georgia limited liability company ("**Assignee**"). Landlord, Assignor, and Assignee are sometimes collectively referred to herein as the "**Parties**", and each, a "**Party**".

This Amendment is made with respect to the following facts and objectives:

RECITALS

- A. Redwood Cobb, LLC, SV Cobb, LLC, and MSD Cobb, LLC (collectively "**Original Landlord**") and ABC Liquor Co., Inc. ("**Original Tenant**") are parties to that certain lease dated as of April 23, 2012, (the "**Original Lease**"), wherein Original Landlord leased to Original Tenant approximately two thousand one hundred twenty-five (2,125) square feet of space commonly known as 2774 North Cobb Parkway, #111, Kennesaw, GA 30152 (the "**Premises**"). The Original Lease was modified by that certain First Amendment to Lease dated March 26, 2018, that certain Second Amendment to Lease dated March 19, 2021, that certain Third Amendment and Assignment of Lease dated June 10, 2024 and that certain Assignment of Lease dated April 9, 2025. The Original Lease, as so amended, is hereinafter referred to as the "**Lease**".
- B. Assignee acknowledges receipt of a complete copy of the Lease, and further acknowledges having read the Lease.
- C. Landlord is the successor in interest to Original Landlord under the Lease, and Tenant is the successor in interest to Original Tenant under the Lease.
- D. Landlord, Assignor and Assignee now desire to modify and amend the terms of the Lease upon the conditions set forth in this Amendment to provide, among other things, (i) the assignment of Assignor's leasehold interest under the Lease from Assignor to Assignee and (ii) the extension of the Lease Term from the Scheduled Expiration Date.
- E. This Amendment shall be effective as an assignment the later of (i) the date on which the consent of Landlord required under the Lease is obtained, if any, and each of Assignor, Assignee and Landlord have executed this Amendment; or (ii) upon the date which the Tenant Parties close their sale transaction which date shall be no later than October 5, 2025 (the "**Effective Date**"). If such transaction is not closed by October 5, 2025, this Amendment shall be null and void, and be of no further force or effect. The Tenant Parties (defined below) understand that Landlord's consent to this Amendment, if given, shall not be construed as a waiver of Landlord's right to withhold its consent to any subsequent assignment or transfer of Lease, and prior to Landlord's consent to this Amendment, Landlord's

collection of rental payments or any other monies due under the Lease from Assignee or any source other than Assignor shall not be deemed to constitute Landlord's consent to this Amendment or a waiver or release of Assignor or Assignee from any covenants or obligations contained in the Lease.

- F. Capitalized terms used and not defined herein shall have their meanings under the Lease.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **Assignment and Assumption of Lease.** Assignor hereby assigns, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest in, to and under the Lease, including, but not limited to, all rights Assignor has in or to any prepaid rent, security deposit or other money pre-paid or deposited with Landlord, if any (collectively, the "**Assigned Interest**"), and Assignee hereby accepts such assignment. Effective as of the Effective Date, Assignee hereby: (a) accepts this assignment and assumes, for the benefit of Landlord, the full, faithful and timely performance and/or observance of all of Assignor's obligations as Tenant under the Lease (including any obligations, monetary or otherwise, pre-dating this Assignment); (b) agrees to be bound by all of the terms, conditions and covenants of the Lease; (c) promises to timely pay the rent and all other charges therein reserved in the manner and at the times specified in the Lease; (d) acknowledges and agrees that the Premises shall be used solely for the purpose set forth in the Lease; and (e) authorizes Landlord to obtain Assignee's credit report periodically during its tenancy (including any extension of term, holdover or option period) in connection with the approval, modification or enforcement of the Lease, and for no other purpose or purposes. Nothing contained in this Assignment shall be construed to alter, modify, waive, impair or otherwise affect any of the covenants, agreements, terms, provisions and conditions contained in the Lease, or to waive any right or remedy available to Landlord for the default or breach by Assignor or Assignee under the Lease, whether such default or breach is now existing or hereafter committed.

2. **NNN Reconciliation.** The Parties acknowledge that annual adjustments for the year 2025 under Section 18.5 of the Lease will occur sometime in the future when Landlord completes its annual reconciliation. Landlord will bill these charges or credits to Assignee when Landlord completes its annual reconciliation. Any pro-rations between Assignor and Assignee shall be arranged between them and shall not delay or otherwise affect Assignee's payment obligation to Landlord as a result of such reconciliation.

3. **Extension of Lease Term.** Notwithstanding anything to the contrary contained in the Lease, the Lease Term, which is currently scheduled to expire on June 30, 2031, (the "**Scheduled Expiration Date**") is hereby extended for sixty (60)

months, commencing on July 1, 2031 and expiring on June 30, 2036 (the "**Extended Lease Term**"). During the Extended Lease Term, all of the terms and conditions of the Lease shall apply, including, but not limited to, Assignee's obligation to pay Minimum Rent and other charges and expenses provided for in the Lease.

- 4. Minimum Rent.** The monthly Minimum Rent due and payable during the Extended Lease Term shall be as follows:

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

5. **Premises.** Assignee accepts the Premises (including all systems serving the Premises such as HVAC, electrical and plumbing) in their "AS-IS, WHERE-IS, WITH-ALL-FAULTS" condition, and agrees that Assignor, and not Landlord, is responsible for the current condition thereof. Assignee shall immediately occupy the Premises as provided herein. Assignee shall solely be responsible for any alterations to the Premises (to include repairs, alterations, upgrades or the like to the systems serving the Premises) that Assignee deems necessary for the conduct of its business there and, subject to Landlord's prior written approval thereof, Assignee shall perform all work in the Premises, if any, in accordance with the Lease and any governmental laws, rules, regulations or ordinances, including but not limited to, the Americans with Disabilities Act. The Tenant Parties covenant and warrant that all fixtures and trade fixtures, other than unattached trade fixtures, are the property of Landlord and shall remain in the Premises upon the expiration or sooner termination of the Lease. The Tenant Parties covenant and warrant that as of the date hereof, Assignee owns all equipment, unattached trade fixtures and unattached leasehold improvements on the Premises, free and clear of any liens, claims or other encumbrances.
6. **Security Deposit.** Assignor previously deposited with Landlord the sum of [REDACTED] (the "**Original Security Deposit**"). The Original Security Deposit is hereby transferred from Assignor to Assignee, and Assignor acknowledges and agrees that it shall have no further right, title, or interest in the Original Security Deposit. The Original Security Deposit is [REDACTED] shall be the "**Security Deposit**" as set forth in the Lease.
7. **Consideration.** Upon execution of this Amendment, Assignee shall deliver to Landlord the sum of [REDACTED]). If Landlord does not receive said consideration and a New Guaranty of Lease executed by Kantilal Dadhaniya and Geetabala Dadhaniya, a married couple, at Landlord's option, this Amendment shall be void and of no further force or effect.

- 8. Consideration.** Section 17.6 of the Lease is hereby deleted and replaced with the following:

17.6 Consideration. Tenant shall pay to Landlord, promptly following receipt and by cashier's or certified check, ten percent (10%) of the value of any consideration received by Tenant in connection with or related to any assignment of the Lease or the transfer of any interest therein, including without limitation any consideration received by Tenant as a result of the sale of Tenant's business. Tenant shall disclose the amount of consideration to be received by Tenant and provide Landlord with supporting documentation regarding same at the time Tenant requests Landlord's consent to the assignment of the Lease or the transfer of any interest therein. Any consent provided by Landlord hereunder shall be contingent upon Landlord's receipt of said consideration at the time the assignment of the Lease or transfer of any interest therein is consummated. Tenant's failure to promptly pay said amount shall at Landlord's election be deemed to be a material Breach of the Lease and/or a withdrawal of Landlord's consent to the assignment or transfer. In addition, Tenant shall pay to Landlord promptly following receipt one-half the amount by which all Rent and other payments for the use of the Premises received by Tenant from any other person occupying any portion of the Premises exceeds the Rent and any other amounts payable by Tenant pursuant to the Lease, with the Rent and other amounts payable by Tenant for the Premises allocated on the basis of the square footage occupied by the other party. The provisions of this Section 17.6 shall apply regardless of whether or not such assignment, subleasing or occupation is made in compliance with the terms of the Lease; however, nothing in this Section shall be deemed to constitute a consent by Landlord or a right by Tenant to assign the Lease or sublet any portion of the Premises other than as described in this Article 17. In the event Landlord consents to an assignment of the Lease: (a) Minimum Rent shall be increased but in no event decreased on the effective date of any such assignment (or if the effective date is not the first day of the month, then on the first day of the month immediately following the effective date), to the greater of: (i) the prevailing "market rent" for the Premises as determined by Landlord by averaging the minimum annual rents obtained by Landlord on a per square foot basis from the three (3) most recently signed leases covering premises owned by Landlord within the Shopping Center which are determined by Landlord in its sole discretion to be comparable in location and configuration to that of the Premises (such determination shall not, however, take into consideration any monetary concessions granted by Landlord, such as free rent, tenant improvement allowances, or other similar monetary inducements); or (ii) an amount equal to the total of the monthly Minimum Rent plus Percentage Rent required to be paid by Tenant pursuant to the Lease during the twelve (12) month period immediately preceding the effective date of such assignment; and (b) the Security Deposit shall be increased but in no event decreased on the effective date of any such assignment to an amount equal to two (2) months Minimum Rent for the last two (2) months of the Lease Term, plus the then current CAM Estimate, rounded to the nearest \$1,000. Any payments made to Landlord pursuant to this Section 17.6 shall not cure any Default under the Lease arising from such assignment, subleasing or occupation.

9. Representations of Assignor. Assignor represents, warrants and covenants to Landlord as follows:

(i) Assignor is the sole owner of the Assigned Interest under the Lease, and, subject to the consent of Landlord, has the full right and authority to validly assign same to Assignee herein, together with all other rights of "Tenant" under the Lease; (ii) Assignor has not assigned or sublet all or any portion of its interest in the Premises or the Lease; (iii) Assignor has the full right, power and authority to enter into this Amendment; (iv) As of the date hereof, there are no mechanic's liens or other liens encumbering all or any portion of the Premises or Assignor's leasehold estate as the result of any act or omission on the part of Assignor or its contractors, officers, agents, employees, successors or assigns; (v) Assignor has paid or will pay in full for all utility charges for utilities servicing the Premises, as well as all personal property taxes related to Assignor's personal property at the Premises.

10. Original Guarantor's Consent. The obligations of Assignor under the Lease have been guaranteed by that certain Original Guaranty of Lease dated April 22, 2025 by Rajeev Bhardwaj and Alpna Bhardwaj, a married couple and that certain Original Guaranty of Lease dated April 22, 2025 by Jiwan Nayyar and Neeta Nayyar, a married couple, jointly and severally (the "**Original Guaranty**") and (the "**Original Guarantor**"). The undersigned Original Guarantor hereby consents to this Amendment, re-affirms the continuing validity of the Original Guaranty, and agrees that notwithstanding this Amendment, its obligations under the Original Guaranty remain in full force and effect.

11. Tenant Release of Landlord. Effective as of the date of this Amendment, each of Assignor and Assignee (collectively, the "**Tenant Parties**") forever relinquish all of their respective legal and equitable rights against Landlord, and the members comprising Landlord, and each of their respective affiliates, officers, directors, partners, shareholders agents and employees (collectively, the "**Landlord Parties**") and forever releases and discharges the Landlord Parties from and against all claims, controversies, damages, losses, liabilities, obligations, costs and expenses (including attorneys' fees) and causes of action of every nature, character and description whatsoever at law and equity, relating to or in any way arising out of the Lease prior to the Effective Date. The Tenant Parties further covenant and warrant that (a) Landlord is not in default under any terms of the Lease; (b) all obligations and conditions under the Lease to be performed to date by Landlord have been satisfied; (c) no event has occurred which, with the passage of time or the giving of notice or both, would constitute an event of default by Landlord under the Lease; and (d) The Tenant Parties have no current defenses or claims against Landlord or rights of offset against any rents payable to Landlord under the Lease or otherwise.

12. Notices. All written notices, request, demands, invoices or other communications required under the Lease or this Amendment shall be given to the parties as follows in the manner provided for in the Lease:

ASSIGNOR:

ABC LIQUOR CO. INC.
3007 Eglantine Court
Marietta, GA 30062
Phone Number: [REDACTED]
Email: [REDACTED]
Attention: Alpna Bhardwaj

ASSIGNEE:

LEGACY LIQUORS LLC
4135 Cripple Creek Way NW
Kennesaw, GA 30144
Phone Number: [REDACTED]
Email: [REDACTED]
Attention: Kantilal Dadhaniya

Or the Premises

- 13. Broker's Fee.** Assignor and Assignee each represent and warrant to the other that neither has had any dealing with any person, firm, broker, agent or finder in connection with this Amendment. Each of Assignor and Assignee agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Amendment. The provisions of this Section shall survive the expiration or earlier termination of this Amendment.
- 14. Successor and Assigns.** This Assignment shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the Parties hereto. The words "Assignor" and "Assignee," wherever used herein, shall include the persons and entities named herein or in the Lease and designated as such, and their respective heirs, legal representatives, successors or assigns.
- 15. Estoppel.** The Tenant Parties acknowledge that the Tenant Parties have no existing claims, defenses (personal or otherwise), or rights of set-off whatsoever with respect to the Lease, and the Tenant Parties further acknowledge and represent that to the best of their respective knowledge that no event has occurred and no condition exists which would constitute a default by Landlord under the Lease, or this Amendment, either with or without notice or lapse of time, or both.
- 16. Conflict.** Except as expressly modified by this Amendment, all the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

- 17. Severability.** In the event that any one or more of the provisions contained in this Amendment shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 18. Confidentiality.** The Tenant Parties agree that the terms and conditions of this Amendment are confidential and that the Tenant Parties shall not at any time during the Lease Term (or any Option Period, if applicable) discuss or disclose (other than to their respective legal counsel that may review this Amendment), directly or indirectly, the terms and conditions of this Amendment with any third party in any manner whatsoever, including without limitation prospective or existing tenants of the Shopping Center, and that any violation of this clause shall be deemed a default of the Lease.
- 19. Incorporation of Prior Agreements/Amendments.** There are no oral agreements between the Parties hereto, or their agents or brokers, if any, affecting this Amendment, and this Amendment contains all agreements of the Parties with respect to any matter mentioned herein. By executing this Amendment, each of Landlord, Assignor and Assignee represent and warrant that they have read this entire document, understand each and every one of its terms, and agree to be bound thereby. This Amendment may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- 20. Captions.** The captions, section numbers and paragraph numbers appearing in this Amendment are inserted only as a matter of convenience and in no way define, amplify, limit, construe, or describe the scope or intent of any section of this Amendment.
- 21. Electronic Signature/Counterparts.** "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with the laws of the state wherein the Premises is located. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Amendment without the knowledge and consent of the other Party. The Parties agree that the electronic signature of any Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment. The Parties may execute and electronically deliver copies of this Amendment and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.
- 22. Governing Law.** The Lease and this Amendment shall be governed and interpreted in accordance with the laws of the state wherein the Premises is located. The Parties agree that in the event of a dispute arising concerning the Lease or this Amendment, said dispute shall be filed and heard in the courts of the state wherein the Premises is located. The Parties agree to waive all defenses

related to personal jurisdiction, venue, and/or forum non conveniens, in any action involving the Lease or this Amendment brought in the courts in the state wherein the Premises is located.

[SIGNATURES ON THE FOLLOWING PAGE]

**FOURTH AMENDMENT AND
ASSIGNMENT OF LEASE**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the latter day and year written below.

ASSIGNOR:

**ABC LIQUOR CO. INC.,
A GEORGIA CORPORATION**

DocuSigned by:
By: Rajeev Bhardwaj (SEAL)
0340AAC0F6A241D...

Name: Rajeev Bhardwaj

Its: CEO

Date: 7/17/2025

ASSIGNEE:

**LEGACY LIQUORS LLC,
A GEORGIA LIMITED LIABILITY
COMPANY**

DocuSigned by:
By: Kantilal Dadhaniya (SEAL)
5CA60BD40E104B7...

Name: Kantilal Dadhaniya

Its: Member/Partner

Date: 7/17/2025

ACKNOWLEDGED AND AGREED TO BY ORIGINAL GUARANTOR

**ORIGINAL GUARANTOR: RAJEEV BHARDWAJ AND ALPNA BHARDWAJ, A MARRIED
COUPLE**

ADDRESS: 3007 EGLANTINE COURT, MARIETTA, GA 30062

DocuSigned by:
By: Rajeev Bhardwaj
0340AAC0F6A241D...
RAJEEV BHARDWAJ

Dated: 7/17/2025

Signed by:
By: Alpna Bhardwaj
2774DBC267C54F4...
ALPNA BHARDWAJ

Dated: 7/17/2025

ORIGINAL GUARANTOR: JIWAN NAYYAR AND NEETA NAYYAR, A MARRIED COUPLE

ADDRESS: 130 CAMBRIDGE CIRCLE, LONGMEADOW, MA 01106

Signed by:
By: Jiwan Nayar
A2006BFB1A614BC...
JIWAN NAYYAR

Dated: 7/17/2025

Signed by:
By: Neeta Nayar
283756F8509B490...
NEETA NAYYAR

Dated: 7/17/2025

**FOURTH AMENDMENT AND
ASSIGNMENT OF LEASE**

CONSENT OF LANDLORD

In consideration of and in reliance upon the covenants, agreements and affirmations on the part of Assignor and Assignee as set forth herein, the undersigned Landlord does hereby grant its approval of and consent to the foregoing Amendment on the terms and conditions set forth above.

LANDLORD:

**SV COBB LLC,
a Delaware limited liability company,**

**By: Westwood Financial Corporation,
a Delaware corporation
Its: Manager**

By: _____ (SEAL)

Name: _____

Its: _____

Date: _____

FOURTH AMENDMENT AND ASSIGNMENT OF LEASE

NEW GUARANTY OF LEASE

IN CONSIDERATION of the execution by SV COBB LLC, a Delaware limited liability company, as Landlord, of that certain Fourth Amendment and Assignment of Lease dated , July 9, 2025, where ABC Liquor Co. Inc., a Georgia corporation, is Assignor and Legacy Liquors LLC, a Georgia limited liability company, is Assignee (the "**Amendment**"), of that certain lease dated April 23, 2012 (the "**Lease**"), pursuant to which Amendment Assignee has assumed all right, title, interest and obligations of Tenant in, to or under the Lease, the undersigned "**New Guarantor**" does hereby in favor of Landlord, independently of the obligations of Tenant, unconditionally guaranty the prompt performance by Tenant and any successor or assignee of Tenant of each and every term and condition of the Lease including, but not limited to, the payment of all Rent reserved by the terms thereof. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Lease. New Guarantor further agrees as follows:

1. Separate action or actions may be brought and prosecuted against New Guarantor regardless of whether action is brought and prosecuted against Tenant or any successor or assignee of Tenant, or whether Tenant, or any successor or assignee be joined in any such action or actions. New Guarantor may be joined in any action with any of the foregoing parties.

2. New Guarantor authorizes Landlord, without notice or demand, from time to time, in its absolute discretion, and without prejudice to or in any way affecting, limiting, or lessening the liability of the New Guarantor hereunder, to: (a) renew, compromise, extend the term, grant extensions of time or other indulgences, accelerate, modify, discharge, release any party or parties, or otherwise change the time for payment of any Rents or other sums due by the terms of the Lease, or any of the other obligations of Tenant as provided therein; (b) modify, amend or change the terms and conditions of the Lease including, without limitation, increasing the amount of Rent payable thereunder; (c) take and hold security for the performance of the Lease or this New Guaranty, and exchange, enforce, waive and release any such security; (d) apply such security and direct the order and manner of sale thereof as Landlord in its discretion may determine; and (e) otherwise deal with Tenant as Landlord may elect, without in any way diminishing, releasing or discharging the liability hereunder of New Guarantor. Such liability shall be continuing and shall only be terminated by full compliance by Tenant with all the terms of the Lease. New Guarantor hereby appoints Tenant as New Guarantor's attorney-in-fact to take any action concerning the Lease as Landlord and Tenant hereafter agree, including, without limitation, the renewal, extension, assignment, modification and/or discharge of the Lease or any obligations thereunder, all of which acts shall be binding on New Guarantor. New Guarantor agrees to indemnify and save harmless Landlord from any loss, costs and damages arising out of any failure to pay the aforesaid rent, monies or charges received during a preference period provided in any State or Federal bankruptcy law or the failure to perform any of said terms, covenants, conditions and provisions.

3. Landlord may, without notice, assign this New Guaranty in whole or in part. Upon any transfer or sale of the Premises, or the assignment or transfer of Landlord's interest in the Lease, whether by sale, gift, bequest, devise or operation of law, this New Guaranty shall pass to and may be enforced by any such transferee.

4. New Guarantor waives any right to require Landlord to: (a) proceed against Tenant, its successor, assignee or subtenant; (b) proceed against or exhaust any security held from Tenant, its successors, assignees or subtenants; or (c) pursue any other remedy in Landlord's power whatsoever. Without limiting the foregoing, New Guarantor waives all rights and defenses arising out of an election of remedies by Landlord, even though that election of remedies has destroyed New Guarantor's rights of subrogation and/or reimbursement against Tenant by operation of law or otherwise. New Guarantor waives any defense arising by reason of the liability of Tenant. Until all indebtedness or other obligations of Tenant to Landlord shall have been paid in full, New Guarantor shall have no right of subrogation, and waives any right to enforce any remedy which Landlord now has or may hereafter have against Tenant and waives any benefit of, and any right to participate in, any security now or hereafter held by Tenant, and waives any benefit of, and any right to participate in, any security now or hereafter held by Landlord. New Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notice of sales, and notices of acceptance of this New Guaranty and of the existence, creation, or incurring of new or additional indebtedness. New Guarantor further expressly waives and relinquishes all following rights, remedies and defenses accorded by applicable law to New Guarantor and agrees not to assert or take advantage of any such rights, remedies or defenses, including, but not limited to: (i) the defense of the statute of limitations in any action hereunder or in any action for the collection of any indebtedness or the performance of any obligation hereby guaranteed; (ii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (iii) any defense based upon the failure to give notice of the acceptance of this New Guaranty by any person; (iv) any defense based upon the failure to make, give or serve demand, notice of default or non-payment, presentment, protest and all other notices of any kind to which New Guarantor might be entitled in connection with this New Guaranty of the Lease; (v) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (vi) any duty on the part of Landlord to disclose to New Guarantor any facts Landlord may now or hereafter know about Tenant, regardless of whether Landlord has reason to believe that any such facts materially increase the risk beyond that which New Guarantor intends to assume or has reason to believe that such facts are unknown to New Guarantor or has a reasonable opportunity to communicate such facts to New Guarantor, it being understood and agreed that New Guarantor is fully responsible for being and keeping informed of the financial condition of Tenant and of all circumstances bearing on the risk of nonperformance of any obligations hereby guaranteed; and (vii) any right of set-off or compensation against amounts due under this New Guaranty. Without limiting the generality of the foregoing or any other provision hereof, New Guarantor hereby expressly waives any and all benefits that might otherwise be available to New Guarantor under any statutes that conflict with the foregoing waivers.

5. Without limiting the generality of the foregoing, the liability of New Guarantor under this New Guaranty shall not be deemed to have been waived, released, discharged, impaired or affected by reason of the expiration of the term of the Lease or by the release or discharge of Tenant in any receivership, bankruptcy, winding-up or other creditors' proceedings or the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, and shall continue with respect to the periods prior thereto and thereafter, for and with respect

to the terms originally contemplated and expressed in the Lease. The liability of New Guarantor shall not be affected by any repossession of the Premises by Landlord; provided, however, that the net payments received by Landlord after deducting all costs and expenses of repossession and/or re-letting the same shall be credited from time to time by Landlord to the account of New Guarantor and New Guarantor shall pay any balance owing to Landlord from time to time, immediately upon ascertainment.

6. New Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required by law all claims which New Guarantor may have against Tenant relating to any indebtedness of Tenant to New Guarantor and will assign to Landlord all rights of New Guarantor thereunder. If New Guarantor does not file any such claim, Landlord, as attorney in fact for New Guarantor, is hereby authorized to do so in the name of New Guarantor, in Landlord's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of Landlord's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. Landlord or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, New Guarantor hereby assigns to Landlord all of New Guarantor's rights to any such payments or distributions to which New Guarantor would otherwise be entitled; provided, however, New Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord received cash by reason of such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this New Guaranty. Notwithstanding anything to the contrary set forth above, New Guarantor shall not make any claim, in bankruptcy or in any other proceeding in which the filing of a claim is required, against the Tenant for reimbursement or recovery of any money or other consideration paid or tendered to Landlord by New Guarantor, and New Guarantor absolutely and unconditionally waives its right to do so. New Guarantor shall indemnify and hold Landlord harmless from any claims made by the Tenant or any bankruptcy administrator or trustee for the recovery of money or other consideration paid or tendered to Landlord by New Guarantor.

7. If Tenant is a corporation or other business entity, New Guarantor waives any right to require Landlord to inquire into the corporate powers or authority of Tenant or the officers, directors, partners, managers or agents acting or purporting to act on Tenant's behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

8. Any indebtedness of Tenant now or hereafter held by New Guarantor is hereby subordinated to any indebtedness of Tenant to Landlord, and such indebtedness of Tenant to New Guarantor, if Landlord so requests, shall be collected, enforced and received by New Guarantor as trustee of Landlord and held as security for performance of the obligation of Tenant to Landlord but without reducing or affecting in any manner the liability of New Guarantor under the other provisions of this New Guaranty.

9. New Guarantor shall pay to Landlord, without demand, Landlord's attorney's fees and all costs and other expenses which Landlord expends or incurs in enforcing the Lease, or in collecting or compromising any rent, monies or charges expressed to be payable thereunder or

in enforcing this New Guaranty against New Guarantor, whether or not suit is filed, including, without limitation, all costs, attorney's fees and expenses incurred by Landlord in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Tenant, New Guarantor or either of them, which in any way affect the exercise by Landlord of its rights and remedies hereunder.

10. Should any one or more provisions of this New Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

11. No provision of this New Guaranty or right of Landlord hereunder can be waived, nor can New Guarantor be released from New Guarantor's obligations hereunder, except by a writing duly executed by an authorized partner or agent of Landlord, which may be withheld by Landlord in its absolute and sole discretion and with or without cause.

12. The validity of this New Guaranty and the obligations of New Guarantor hereunder shall in no way be terminated, affected or impaired by reason of the transfer by Tenant of the Tenant's interest or its leasehold estate under the Lease, or any part thereof or any interest therein, to any other person or entity.

13. This New Guaranty shall inure to the benefit of and bind the heirs, legal representatives, administrators, executors, successors and assigns of Landlord and New Guarantor and each of them. In the event New Guarantor is more than one person or entity, the obligations of New Guarantor under this New Guaranty are joint and several, and Landlord may enforce this New Guaranty against any one or more of the individuals or entities who comprise New Guarantor.

14. New Guarantor shall, not later than ten (10) days after written request, execute and deliver to Landlord and/or its designees (i) an estoppel certificate containing such truthful information as Landlord may reasonably request and (ii) such further instruments or documentation as may reasonably be requested by Landlord to ratify and confirm this New Guaranty, the continuing liability of New Guarantor hereunder, and/or the then current financial condition of New Guarantor. The foregoing estoppel certificate and instruments shall be in a form satisfactory to Landlord in its sole discretion. New Guarantor authorizes Landlord to obtain New Guarantor's credit report periodically in connection with the enforcement thereof.

15. This New Guaranty shall be governed by and construed in accordance with the laws of the State in which the Premises is located. This New Guaranty has been entered into and is to be performed in the county in which the Premises is located, and venue for any action based on this New Guaranty shall be set in such county. In any action arising out of this New Guaranty, service of process on Tenant shall constitute service of process on New Guarantor.

16. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with the laws of the State wherein the Premises is located. This New Guaranty may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Landlord and New Guarantor agree that electronic means will not be used by either party to modify or alter the content or integrity of this New Guaranty without the knowledge and consent of the other party. The parties agree that the electronic signature of any party to this New Guaranty shall be as valid

as an original signature of such party and shall be effective to bind such party to this New Guaranty. The parties may execute and electronically deliver copies of this New Guaranty and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

IN WITNESS WHEREOF, New Guarantor has executed this New Guaranty as of the day and year written below.

NEW GUARANTOR: KANTILAL DADHANIYA AND GEETABALA DADHANIYA, A MARRIED COUPLE

ADDRESS: 4135 CRIPPLE CREEK WAY NW, KENNESAW, GA 30144

DocuSigned by:
By: Kantilal Dadhaniya
KANTILAL DADHANIYA

Dated: 7/17/2025

Signed by:
By: Geetabala Dadhaniya
GEETABALA DADHANIYA

Dated: 7/17/2025



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: August 4, 2025

TITLE: **Resolution: Contract with C.W. Matthews Contracting Co., Inc., for Street Resurfacing**
 Consideration for approval of a Resolution awarding a contract to C.W. Matthews Contracting Co., Inc., for the resurfacing of various streets.

Summary:

Staff solicited bids from qualified contractors for resurfacing of twenty-eight (28) streets of various lengths. Seven companies submitted bids, with C. W. Matthews Contracting Co., Inc. being the lowest bidder in the amount of \$1,679,358.61. Funding for this project is by State LRA grant, Capital Outlay from Reserve Funds, 2016 SPLOST and 2022 SPLOST.

The streets that were bid for resurfacing are:

Street	From	To
Dobbins Dr	Cherokee St	End
Duncan Dr	Main St	Big Shanty Dr
Kennesaw Station Dr	McCollum Pkwy	Timber Ln
Lee Ct	Kennesaw Station Dr	End
Grant Ct	Kennesaw Station Dr	End
Shirley Dr	Cherokee St	Cherokee St
Randolph Cir	Shirley Dr	Shirley Dr
White Oak Cir	Shirley Dr	Shirley Dr
Deerfield Dr	Moon Station Rd	End
Deerfield Ln	Deerfield Dr	Deerfield Pl
Deerfield Pl	End	End
Deerfield Way	Deerfield Pl	Deerfield Dr
Karen Lane	Dobbins Dr	Maple Dr
Terry Lane	Dobbins Dr	Maple Dr
Smith Dr	Dobbins Dr	Cherokee St

Scarlet Lane	Smith Dr	Twelve Oaks Cir
Pine Hill Circle	Big Shanty Dr	Big Shanty Dr
Pine Hill Dr	Cherokee St	Duncan Dr
Lula Ln	Pine Hill Dr	Carrie Dr
Carrie Dr	Pine Hill Dr	Big Shanty Dr
Madison Main	Legacy Park Cir	Marquette Way
Weeks Dr	Cherokee St	End
Thorngate Dr	Baker Rd	Thorngate Lane
Thorngate Lane	End	End
Thorngate Court	Thorngate Dr	End
Thorngate Way	Thorngate Lane	End
Collier Trace	Madison Main	End
Seattle Place	Kirkwood Dr	End

Recommendation:

The Public Works Director recommends approval of the bid and award of the contract to C.W. Matthews Contracting Co., Inc. for an amount not to exceed \$1,679,358.61 and requests Council approve a Resolution authorizing the Mayor to sign attached Contract.

Fiscal Impact:

100.1050.54.141000.00000	Street Construction & Improvements - \$925,000
310.4228.54.149900.00000	2016 SPLOST Resurfacing & Sidewalks – \$385,381
310.4228.54.151000.00000	2022 SPLOST Neighborhood Improvements - \$368,977.61

Attachments:

1. RES 2025 - Street Resurfacing Bid - C.W. Matthews
2. CONTRACTOR AGREEMENT - C.W. Matthews
3. CW Matthews Bid
4. Bid Log
5. 2025-06-06 Street Resurfacing Bid Ad
6. 2025-06-20 Street Resurfacing Bid Ad

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-

**RESOLUTION TO APPROVE A CONTRACT WITH
C.W. MATTHEWS CONTRACTING CO., INC.
FOR RESURFACING OF VARIOUS STREETS**

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

WHEREAS, the City of Kennesaw Public Works Department is responsible for street maintenance and repair within the City; and

WHEREAS, C.W. Matthews Contracting Co., Inc. was the lowest bidder and has offered to assist the City by contracting for milling and resurfacing of twenty-eight (28) streets of various lengths in the amount of \$1,679,358.61; and

WHEREAS, the City will fund the project through State LRA grant funds, Reserve funds, 2016 SPLOST funds and 2022 SPLOST funds.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with C.W. Matthews Contracting Co., Inc. to perform described work as shown as Attachment A with a budget not to exceed \$1,679,358.61.

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 August 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CONTRACTOR AGREEMENT
CITY OF KENNESAW
STREET RESURFACING PROJECT

This Agreement is executed this ____ day of August 2025, by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and C.W. MATTHEWS CONTRACTING CO., 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 Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

1. Adequate Personnel; Conditions.

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

2. Duration.

This Agreement shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described by December 2, 2025, unless sooner terminated pursuant to the provisions contained herein.

3. Price.

The parties have stated the Contract Price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The Contract Price for Exhibit “A” is one million, six hundred seventy-nine thousand, three hundred fifty-eight dollars and sixty-one cents (\$1,679,358.61).

4. Time of Essence.

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

5. Governing Law.

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

6. Assignments.

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

7. Modification.

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

8. Due Diligence.

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

9. Risk of Loss.

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

10. Invoices.

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

11. Taxes.

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

12. Permits and Licenses; Inspection; Tests.

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

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

13. Termination for Cause.

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

14. Inspection.

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

15. Liquidated Damages.

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

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

16. Contract Documents.

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

19. Indemnification.

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

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

20. Severability.

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

21. New Materials.

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

22. Set-off.

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

23. Defective Materials.

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

24. Defective Materials-Liability.

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

25. Manufacturer's Warranties.

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

26. Notices.

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

27. Bid Bond.

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

29. Performance and Payment Bonds.

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this Agreement. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this Agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred percent (100%) 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.

30. Change Orders.

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (c) construction design; (d) construction specifications; and (e) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made in the Contract Price of delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this Agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the Agreement as changed.

31. Variation in Quantity.

No variation in the quantity of any item or materials called for by this Agreement shall be accepted unless such variation has been caused by conditions of loading,

shipping, or packing, or allowances in the manufacturing or construction processes, and then only to the extent, if any, specified elsewhere in this Agreement.

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.

32. Testing.

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

33. Rejection of Nonconforming Materials.

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

34. Inspection Facilities.

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall be at the expense of the City except as otherwise provided in this Agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections

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

35. Testing-Liability.

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

36. Inspections-Records.

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

37. Payments.

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

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

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

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

or

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

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

38. Termination for Cause.

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

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

39. Costs to Cure.

In the event the City terminates this Agreement in whole or in part as provided in Paragraph 13 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 and/or Paragraph 46.

40. Force Majeure.

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

schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

41. Title to Materials Upon Termination.

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

42. Review of Termination.

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

43. Additional Remedies.

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

44. Subcontractors.

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

45. Solicitation of Contract.

The Contractor, in accordance with Title 13 of the Code of Georgia, warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall

have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

46. Termination for Convenience.

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

47. Contractor's Duties upon Termination.

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

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

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

48. Termination-Claims.

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

49. Settlement of Claims.

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

50. Payment of Claims.

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

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

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

51. Set-Offs from Payment.

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

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

52. Partial Termination.

If the termination hereunder is partial, prior to the settlement of the terminated portion of this Agreement, the Contractor may file with the City a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the Notice

of Termination), and such equitable adjustment as may be agreed upon shall be made in such price.

53. Partial Price.

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

54. Records Inspection.

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

55. Compliance

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

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

(k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying Agreement.

(l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.

(m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.

(n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.

(o) Contractor agrees to comply with all applicable standards, orders, or regulations related to Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Program and assist the City with reporting requirements, if any.

56. Insurance.

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

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company(ies);
- (d) Description of policies;
- (e) Policy Number(s);
- (f) Policy Period(s);
- (g) Limits of liability;
- (h) Name and address of City as certificate holder;
- (i) Project Name and Number;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Mandatory 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 (60) days after the City has received written notice thereof, as evidenced by return receipt of certified mail or statutory mail, or until such time as other insurance coverage providing protection equal to protection called for in this Agreement shall have been received, accepted and acknowledged by the City.
- (b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives.
- (c) All deductibles shall be paid for by the Contractor.
- (d) These policies shall be primary, noncontributing with any applicable insurance carried by the City of Kennesaw and shall contain a severability of interests clause in respect to cross liability, protecting each additional insured as though a separate policy had been issued to each.
- (e) Certification of each policy shall be furnished, in duplicate, to the City, at least fifteen (15) days prior to commencement of services under the signed Agreement.

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

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

State of Georgia statutory limits required:

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

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

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

57. Georgia Security and Immigration Compliance Act Requirements.

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

58. Dispute Resolution.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor
City of Kennesaw

ATTEST:

City Clerk

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ day of _____, 2025. _____
WITNESS

Notary Public
Commission Expires:

EXHIBIT “A” SPECIAL STIPULATIONS

- a) The Contractor shall provide materials and labor necessary to mill and resurface the following roads in accordance with the Street Resurfacing Project bid “Specifications”.

Street	From	To
Dobbins Dr	Cherokee St	End
Duncan Dr	Main St	Big Shanty Dr
Kennesaw Station Dr	McCollum Pkwy	Timber Ln
Lee Ct	Kennesaw Station Dr	End
Grant Ct	Kennesaw Station Dr	End
Shirley Dr	Cherokee St	Cherokee St
Randolph Cir	Shirley Dr	Shirley Dr
White Oak Cir	Shirley Dr	Shirley Dr
Deerfield Dr	Moon Station Rd	End
Deerfield Ln	Deerfield Dr	Deerfield Pl
Deerfield Pl	End	End
Deerfield Way	Deerfield Pl	Deerfield Dr
Karen Lane	Dobbins Dr	Maple Dr
Terry Lane	Dobbins Dr	Maple Dr
Smith Dr	Dobbins Dr	Cherokee St
Scarlet Lane	Smith Dr	Twelve Oaks Cir
Pine Hill Circle	Big Shanty Dr	Big Shanty Dr
Pine Hill Dr	Cherokee St	Duncan Dr
Lula Ln	Pine Hill Dr	Carrie Dr
Carrie Dr	Pine Hill Dr	Big Shanty Dr
Madison Main	Legacy Park Cir	Marquette Way
Weeks Dr	Cherokee St	End
Thorngate Dr	Baker Rd	Thorngate Lane
Thorngate Lane	End	End
Thorngate Court	Thorngate Dr	End
Thorngate Way	Thorngate Lane	End
Collier Trace	Madison Main	End
Seattle Place	Kirkwood Dr	End

- b) The Contract Price for such materials and construction services shall not exceed the amount of \$1,679,358.61.
- c) Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

- 1) Description of Specifications
- 2) Proposal and Contract
- 3) Bid quotation
- 4) E-Verify Forms for All Contracts
- 5)
- 6) _____
- 7) _____
- 8) _____

9) _____
10) _____

- d) Pursuant to Paragraph 23 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.
- e) Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

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

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

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

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

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

**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 _____, 20____

Notary Public

My Commission Expires: _____

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

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

SUBMITTAL REQUIREMENTS

Specific Requirements

Georgia Security and Immigration Compliance Act

Complete Section I. Contractor Affidavit

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

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

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



COPY

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

REQUEST FOR BIDS (RFB)

2025 Street Resurfacing

Bidder: C. W. MATTHEWS CONTRACTING CO., INC.



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

C.W. Matthews Contracting Co., Inc.

1600 Kenview Drive NW

Marietta, GA 30060

OWNER:

(Name, legal status and address)

City of Kennesaw

2529 J.O. Stephenson Ave

Kennesaw, GA 30144

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company

202B Hall's Mill Road

Whitehouse Station, NJ 08889

Mailing Address for Notices

202B Hall's Mill Road

Whitehouse Station, NJ 08889

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

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

BOND AMOUNT: \$ Five Percent Of The Amount Bid (5%)

PROJECT:

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

2025 Street Resurfacing: resurfacing of three streets of various lengths

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

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

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

Signed and sealed this 9th day of July, 2025


(Witness) Brenda B. Nation


(Witness) Maggie Duffner

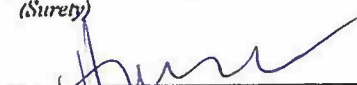
C.W. Matthews Contracting Co., Inc.

(Principal)


(Title) Michael Kleuckling, Vice President,
Federal Insurance Company

(Surety)

(Seal)


(Title) Hollie Orr, Attorney-in-Fact





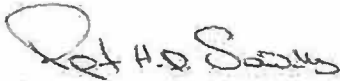
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Holli Orr, Jennifer Westmoreland and Wesley P. Williams** of Atlanta, Georgia -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **8th day of April 2024**.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

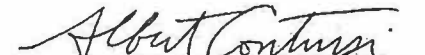
SS.

On this **8th day of April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

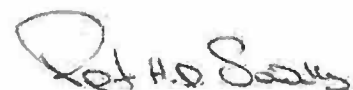
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **July 9**, 2025




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

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**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

INVITATION TO BID

INVITATION TO BID

Sealed bids will be received by the City of Kennesaw City Clerk, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144, until 3:00 EDT pm on Wednesday July 9, 2025, for resurfacing of three streets of various lengths.

The project includes furnishing all labor, material, and equipment for milling and resurfacing of twenty-eight (28) streets of various lengths and section of roadway. The list of streets and distances are shown in the Specifications section of this package.

Copies of the bid document may be attained by contacting the City Clerk at alvarez@kennesaw-ga.gov. Technical questions should be addressed to Ricky Stewart at rstewart@kennesaw-ga.gov.

All bidders must be prequalified with the Georgia Department of Transportation (GDOT). Davis-Bacon wage rates and Disadvantaged Business Enterprise (DBE) goals **DO NOT** apply to this project.

No bid will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid made payable to the City of Kennesaw.

The successful Bidder shall be required to furnish a Contract Performance Bond equal to one hundred percent (100%) of the contract price and a Payment Bond equal to one hundred ten percent (110%) of the contract price, with the terms and surety to be approved by the City of Kennesaw; and furnish satisfactory proof of carriage of the insurance required.

It is agreed the unit quantities shown in the Specifications are approximate only and the bid is based on a lump sum price. The contract sum will only increase or decrease by a change in the project scope and by change order approved by the City of Kennesaw. It is further understood and agreed upon the unit prices entered on Unit Price Sheet shall apply to any increase or decrease in quantities caused by a change in project scope.

No bidder may withdraw his/her bid within one hundred twenty (120) days after the actual date of the opening thereof.

The successful bidder will be notified by the City of acceptance of the bid. The successful bidder must submit an executed contract and Certificate of Insurance before a "Notice to Proceed" can be issued. Upon receipt of the Notice to Proceed, the successful bidder shall begin work with the adequate force and equipment on the date specified. This project must be completed by December 2, 2025.

Payment will be made to the contractor each calendar month based on the estimated work completed and in place as described by the standard specifications. Final payment of amounts withheld or deposited in escrow will not be made until the State Highway Engineer and the City of Kennesaw have certified the work has been satisfactorily completed and accepted.

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

INSTRUCTIONS TO BIDDERS

1.0 BID SUBMITTAL

- 1.1 The bid submittal package shall consist of those documents identified below. All documents must be completed and included as part of the bid submittal package. No interlineations, additions, or deletions shall be made to the documents in the bid submittal package by the bidder. All information on the documents must be completed, in ink or typewritten, and executed by an officer or employee of the company or firm having authority to bind the company or firm, when submitted. Erasures or other changes to responses of the bidders must be noted and signed by the bidder on the page where they occur. Failure to follow instructions in completing any part of the bid submittal package may cause the bid to be deemed non-responsive and be rejected.
- a. Completed **Bid Form**.
 - b. Completed **Unit Price** sheet for each project.
 - c. Bid Bond or Certified Check in the amount of five percent (5%) of the bid price.
 - d. Signed E-Verify Form
- 1.2 Two (2) copies of the bid submittal package shall be submitted in a sealed envelope, plainly marked with bidder's name, address, and "**2025 Street Resurfacing**" on the outside of the envelope to the City Clerk's Office, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, before 3:00 pm EDT on Wednesday July 9, 2025, at which time all Bids will publicly opened in the City Training Room; same address as City Clerk Office. Bids received after the deadline will not be considered.

2.0 NOTICE OF OTHER REGULATIONS AND REQUIREMENTS

- 2.1 Georgia Department of Transportation (GDOT) requires a bidder to be pre-qualified before submitting a bid in excess of two million dollars (\$2,000,000). If a single sub-contract is in excess of two hundred and fifty thousand dollars (\$250,000), the subcontractor must be registered with GDOT.
- 2.2 Bidders are required to examine the plans and specifications carefully and to make such examinations of the site of the project as necessary to familiarize themselves with the nature and extent of the tasks to be completed and with all local conditions and/or laws and regulations, which may affect the work. Bidders are also required to inform themselves in regard to construction and labor conditions under which the work will be performed. The City of Kennesaw will not be responsible for bidder's errors or misjudgment, nor for any information or lack of information on location conditions or general laws and regulations.
- 2.3 The Code of Federal Regulations (CFR) is cited at several locations in the following project documentation. The complete text of CFR is available online at <http://www.access.gpo.gov/nara/cfr>.

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

INSTRUCTIONS TO BIDDERS

2.4 Any reference to the Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems 2013 Edition, which may be included in any related documents, is a requirement of this project. It is the responsibility of bidders to become knowledgeable with this document. It can be purchased by contacting the Georgia Department of Transportation. Bidding procedures shall follow Sections 32-2-60 and 32-2-63 to 74 of the Official Code of Georgia.

2.5 Failure of a bidder to be aware of any applicable federal, state, or local regulation shall not excuse compliance, regardless of whether specifically cited in the contract documents, plans, and specifications or any related document.

3. **AUTHORITY TO SIGN**

3.1 If a bid is made by an individual, the name and mailing address must be shown. If made by a firm or partnership, the name and mailing address of each member of the firm or partnership must be shown. If made by a corporation, the corporate certificate must be executed.

3.2 The bidder should ensure that the legal and proper name of his/her proprietorship, firm, partnership, or corporation is printed or typed in the space provided.

4. **BID SECURITY**

4.1 Bids must be accompanied by a certified check jointly to "The City of Kennesaw" or acceptable bid bond in an amount not less than five percent (5%) of the amount of bid. The bid bond shall be secured by a guaranty or surety company listed in the latest issue of the United States Treasury Circular 570. The amount of the bid bond must be within the maximum amount specified for such guaranty or surety company by Circular 570. **No bid will be considered unless it is accompanied by the required security.**

4.2 Each bidder agrees that if they are awarded the contract to perform the work and fails within the stipulated time to execute the contract and/or furnish other required documents the City of Kennesaw will retain the bid security as liquidated damages and not as a penalty.

4.3 Attorneys-in-Fact who sign bid bonds must file with the bond a certified and effectively date copy of their Power of Attorney.

5. **RIGHTS RESERVED**

5.1 The City of Kennesaw reserves the right to reject any or all bids, to waive informalities and to re-advertise. The City of Kennesaw also reserves the right to reject bids which are non-confirming or to reopen the bidding if all bids are in excess of funds available for the project.

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

INSTRUCTIONS TO BIDDERS

5.2 The City of Kennesaw reserves the right to reject any or all bids from bidders who are declared non-responsive. A bidder who cannot demonstrate sufficient financial resources to perform the contract within the time specified or who has failed to successfully perform previous contracts with the City of Kennesaw, or whose lack of character, integrity, reputation, judgment and experience raise questions about the successful completion of the project may be declared non-responsive. Any bidder whose lack of compliance with laws, ordinances and regulations relating to similar projects of similar character may also be declared non-responsive.

5.3 The City of Kennesaw reserves the right to reject any bid which contains unauthorized additions, conditions, limitations, or provisions to the terms of the bid, including such changes which result from interlineations, additions, or deletions made to the documents in the bid submittal package.

6. AWARD OF CONTRACT

6.1 The contract for the work, (the "Contract"), if awarded, will be awarded to the lowest reliable bidder whose bid shall have met all the prescribed requirements. The City of Kennesaw shall issue a written "Notice of Award" to the successful bidder.

6.2 The Contract shall be executed on the form provided by the City of Kennesaw to the successful bidder (hereinafter, the "Contractor"). The Contract shall form a binding contract between the contracting parties.

6.3 The contract performance bond shall be equal to one hundred percent (100%) of the contract price. The contract payment bond shall be equal to one hundred ten percent (110%) of the contract price. All bonds must be provided by a company qualified to do business in Georgia and shall meet the requirements of Section 13-10-1, 32-2-70, 36-10-4, and 36-82-101 to 103 of the Official Code of Georgia.

7. FAILURE TO EXECUTE CONTRACT

7.1 Failure to execute contract, contract performance bond and payment bond, or furnish satisfactory proof of insurance coverage as required within ten (10) days after the date of Notice of Award of the contract shall be just cause for the annulment of the award and for the forfeiture of the bid bond, not as a penalty, but as liquidation of damages sustained. At the discretion of the City of Kennesaw, the award may then be made to the next lowest responsible and responsive bidder, or project may be re-advertised.

8. INSURANCE, PROOF OF COVERAGE

8.1 The Contractor shall be required to furnish the City of Kennesaw with satisfactory proof of insurance coverage specified in the RFB within ten (10) days from the date of the Notice of Award.

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

INSTRUCTIONS TO BIDDERS

9. PRECONSTRUCTION CONFERENCE

9.1 The contractor is required to attend a preconstruction conference with the City of Kennesaw.

10. TIME

10.1 Time is of essence in the construction of this project. The contractor shall commence work with adequate force and equipment on a date specified in a written "Notice to Proceed" order from the City of Kennesaw, and shall complete the work no later than December 2, 2025. Payment will be made to the contractor each calendar month based on the estimated work completed in place as prescribed by the standard specifications. Final payment of amounts withheld will not be made until the City of Kennesaw and the State Highway Engineer has certified that the work has been satisfactorily completed and accepted.

10.2 If the work is not complete within this period, the contractor shall pay the City of Kennesaw liquidated damages per Section 108.08 of the Department of Transportation, State of Georgia Standard Specifications Construction of Transportation Systems latest edition. (Equals to \$250.00 per day)

10.3 The term of this contract will be for one hundred twenty (120) days with substantial completion in ninety (90) days.

11. LOCATION AND SITE

11.1 The Site of the proposed work is located within the City of Kennesaw, Cobb County, Georgia as indicated in the Invitation to Bid. Bidders shall inform themselves concerning all applicable Georgia laws and local ordinances, and comply with same.

11.2 The contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the Specifications and as indicated on the drawings.

11.3 The contractor shall, before submitting a bid, visit the site and acquaint himself with the actual conditions and the location of any or all obstructions that may exist on the site.

11.4 The contract and bid documents contain the provisions required for completion of the work to be performed. Information obtained from an office, agent, or employee of the City of Kennesaw or any other person shall not affect the risks or obligations assumed by the contractor or relieve him/her from fulfilling any of the conditions of the contract. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to familiarize himself/herself shall in no way relieve the bidder from any obligation in respect to his/her bid.

**CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS**

INSTRUCTIONS TO BIDDERS

11.5 The contractor shall inspect all easements and rights-of-way to ensure that the City of Kennesaw has obtained all land and rights-of-way necessary for completion of the work to be performed pursuant to the contract documents. The contractor shall comply with all stipulations contained in easements acquired by the City of Kennesaw. The contractor shall not be entitled to damages for the failure of the City of Kennesaw to obtain rights-of-way. The contractor shall accurately locate above and below ground utilities and structures which may be affected by the work using whatever means may be appropriate.

12. INFORMATION AND QUESTIONS

12.1 Questions regarding this solicitation should be directed to the City Clerk via email at lalvarez@kennesaw-ga.gov.

12.2 Technical questions should be addressed to Ricky Stewart via email at rstewart@kennesaw-ga.gov.

13. ADDENDA AND INTERPRETATION

13.1 No interpretation of the meaning of the contract documents will be made orally to any bidder. Any request for such interpretation should be in writing, via email, to the City Clerk. Each such interpretation shall be given in writing, separately numbered and dated and furnished to each interested bidder at least three (3) days, excluding Saturdays, Sundays and legal holidays, prior to the bid opening date. Any request not received three (3) days prior to bid opening date will not be accepted because of the difficulty in completing the interpretation and making distribution to each bidder.

14. PUBLIC RECORDS DISCLOSURE:

14.1 All bids submitted to the City are subject to public disclosure pursuant to the Georgia's Open Records Act.

15. POLICE AIDED TRAFFIC CONTROL

15.1 In the event police aided traffic control is required, the Contractor shall use Kennesaw Police Department. Officers can be hired by visiting the Kennesaw Police Department website.

CITY OF KENNESAW
PUBLIC WORKS DEPARTMENT
REQUEST FOR BIDS

BID FORM

Street Resurfacing

TO: CITY OF KENNESAW

FROM: C. W. MATTHEWS CONTRACTING CO., INC.
(Vendor)

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

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

\$ 1,679,358.61

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

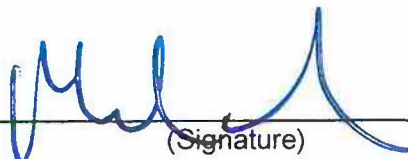
Name of Firm: C. W. MATTHEWS CONTRACTING CO., INC.

Firm Address: 1600 Kenview Drive, Marietta, Georgia 30060

Federal Identification No: 58-0652729 Email: mikek@cwmatthews.com

Telephone No: 770-422-7520 Ext. 1254 Fax No: 770-422-9361

By: Michael Kleuckling July 9, 2025
(Typed or Printed) (Date)

Signature:  Vice President
(Signature) (Title)



**CITY OF KENNESAW
REQUEST FOR BIDS**

RESURFACING SPECIFICATIONS

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 Company desiring to provide such services.
- 1.2 All bidders must be prequalified with the Georgia Department of Transportation (GDOT).

2. SCOPE OF WORK

- 2.1 The work includes furnishing all labor, material, and equipment for milling and resurfacing of twenty-eight (28) streets.
- 2.2 Patching and leveling will be done as required with prior approval by the city.
- 2.3 All work shall be done in compliance with the latest Edition of the GDOT Standard Specifications, Construction of Transportation Systems.
- 2.4 Contractor shall submit a construction bid schedule as part of the bid submission package. All work shall be completed by December 2, 2025.
- 2.5 All existing striping shall be replaced by Thermoplastic.
- 2.6 All profiling shall be resurfaced within 5 days.
- 2.7 The roads to be resurfaced in conjunction with this project are on next page:

**CITY OF KENNESAW
REQUEST FOR BIDS**

RESURFACING SPECIFICATIONS

Street	From	To
Dobbins Dr	Cherokee St	End
Duncan Dr	Main St	Big Shanty Dr
Kennesaw Station Dr	McCollum Pkwy	Timber Ln
Lee Ct	Kennesaw Station Dr	End
Grant Ct	Kennesaw Station Dr	End
Shirley Dr	Cherokee St	Carruth St
Randolph Cir	Shirley Dr	Shirley Dr
White Oak Cir	Shirley Dr	Shirley Dr
Deerfield Dr	Moon Station Rd	End
Deerfield Ln	Deerfield Dr	Deerfield Pl
Deerfield Pl	End	End
Deerfield Way	Deerfield Pl	Deerfield Dr
Karen Lane	Dobbins Dr	Maple Dr
Terry Lane	Dobbins Dr	Maple Dr
Smith Dr	Dobbins Dr	Cherokee St
Scarlet Lane	Smith Dr	Twelve Oaks Cir
Pine Hill Circle	Big Shanty Dr	Big Shanty Dr
Pine Hill Dr	Cherokee St	Duncan Dr
Lula Ln	Pine Hill Dr	Carrie Dr
Carrie Dr	Pine Hill Dr	Big Shanty Dr
Madison Main	Legacy Park Cir	Marquette Way
Weeks Dr	Cherokee St	End
Thorngate Dr	Baker Rd	Thorngate Lane
Thorngate Lane	End	End
Thorngate Court	Thorngate Dr	End
Thorngate Way	Thorngate Lane	End
Collier Trace	Madison Main	End
Seattle Place	Kirkwood Dr	End

Addendum # 1 – City of Kennesaw Street Resurfacing Request to Bid

Issued – July 3, 2025 – Lea Alvarez, City Clerk

1. In lieu of providing the city with the most economical pricing, will the city consider combining the quantities of all the individual streets to get a much cheaper unit price per line item?

It is understood that there is value in lumping the quantities together. However, the City may be required to eliminate certain streets from the list to maintain the budget.

2. Is the City's intent to have the finished surface flush with the curb?

Yes.

3. The Typical Section on page 19 of the proposal is very blurry and illegible. Can the City provide a copy that we can clearly read?

See attachment A.

4. Can the City provide a sequence of operations for the resurfacing? (Patch then Mill, followed by resurfacing?).

This sequence is correct.

5. Will the Patching areas be at least 7' wide?

Patching will be of various dimensions.

6. Are there any restricted work hours for any of the streets listed in the proposal?

Normal work hours shall be 7:00 am – 7:00 pm Monday -Friday and 8:00 am – 5:00 pm on Saturday. Modification to this schedule or night work will be considered depending on the street location.

7. The bid sheet has 2 roads, Lewis Street and J.O Stephenson Ave, that do not show up on the "Resurfacing Specifications" road list. Can you provide the beginning and ending points for these roads?

See attachment B – revised and sent to planholders on June 11, 2025.

8. The last two roads, on the "Resurfacing Specifications" road list, are not present on the bid form. How will these be paid?

See attachment B – revised and sent to planholders on June 11, 2025.

9. Is this going to be considered as an Addendum that we need to acknowledge in our Bid Submission? OR do you just want us to swap it out since it's only [1] page of the [7] Unit Quantity Price Sheets (which seems to more accurately reflect the Street List)

This can be swapped rather than an addendum.

10. I apologize if I am overlooking this in the documents somewhere. I see where it states that you are the primary contact for questions regarding this bid, but I did not see a clear date for when those questions are due. I know that it is typically a week before the bid opening, but I also don't like to assume. Can you please provide clarification on this?

No questions are to be submitted within 72 hours of bid opening.

11. Please provide the width and depth of the desired patching paid by the SY.

Patching will be as directed, with varying dimensions.

12. Will the city require post mounted advanced warning signs or will tripods be enough?

Tripods will suffice.

13. Will the city require the contractor to pave to the back of the radius on side roads?

No.

14. Please provide a Quantity and Unit for the Stop Bars on the contract for Collier Trace and Seattle Place.

There are no existing stop bars at these locations. Traffic markings are to replace only existing markings.

15. Will the Lump Sum Pay Items for Striping cover RPM's if needed?

No RPMs will be required.

16. Will the contractor be required to adjust to grade manholes? If so, please provide a quantity and pay item to include the work.

Milling depth and resurfacing depth are the same, no adjustments will be necessary.

17. Please provide the depth of the milling. If profile milling, please provide depth and width.

1.5 inches.

18. Will all milling be full depth or will it be profile milling?

Full depth.

19. Will ALL work is to be awarded to one contractor or will the city split the roads?

This project will be awarded to a single contractor.

20. We generally see Patching Tons on bid forms shown as Tons for a much cleaner payment process. However, seeing that the Patching Tons are listed in SY, can the City tell us the planned depth so we can convert to tons to be able to price the work accordingly?

Since the patching depth may vary for each area, the City used a fixed percentage of the overall asphalt quantity of each street. If patching is required after the milling takes place, the assumed depth is 2".

21. Is this a Unit Price or Lump Sum bid? Page 3 of the RFB states that the bid is based on a lump sum price and on pages 12 through 18 we are provided Unit Quantity Price Sheets to complete and submit with our bid.

From page 3

It is agreed the unit quantities shown in the Specifications are approximate only and the bid is based on a lump sum price. The contract sum will only increase or decrease by a change in the project scope and by change order approved by the City of Kennesaw. It is further understood and agreed upon the unit prices entered on Unit Price Sheet shall apply to any increase or decrease in quantities caused by a change in project scope.

22. If this is a Lump Sum bid how will the contractor be compensated for overruns? Will the city expect a credit if there are underruns?

The quantities are the City's best effort estimate. However, the bidder shall verify quantities and bid as a lump sum price.

23. When do you expect the project to be awarded? Page 3 states that bidders cannot withdraw their proposals for 120 days. If the project is awarded after the 120-day period there are 26 calendar days to complete the project by December 2, 2025.

Award is anticipated the week of July 21. The 120 day period will begin at the time of the NTP.

24. Page 5 Section 2.4 references the 2013 edition of the GDOT Standard Specifications and page 10 Section 2.3 references the latest edition of the GDOT Standard Specifications. Will the current 2021 edition be used on the project or the 2013 version?

The current edition will apply.

25. Page 3 Section 10.1 states that the work shall be completed no later than December 2, 2025. Section 10.3 on the same page notes that substantial completion is 90 days and the contract term is 120 days. Is the completion date December 2, 2025, or will it be based on NTP?
120 days from NTP.
26. Will tripod advanced warning signs be acceptable or are post mounted advanced warning signs required?
Tripods will be acceptable.
27. Is the Contractor responsible for quality control testing?
Yes.
28. Your patching items are paid by the area. This item is typically paid by the ton so the Contractor can be compensated for all the material necessary to complete the patch. Please change the patching pay items to tons.
Patch depth will be assumed to be 2" below milled surface.
29. If the patching items will not be changed to tons, please provide the required patching depth so the work can be properly priced.
See # 28.
30. Page 10 Item 2.6 notes that profiling shall be resurfaced within 5 days. Is the milling on the project full width or profile milling?
Full width.
31. The LMIG Typical Resurfacing Section detail provided on page 19 is very blurry. Please provide a clear version of the details.
See attachment A.
32. Will the order of operations follow GDOT, i.e. patching, milling, leveling, resurfacing or do you want the milling completed prior to the patching?
The order will be milling, patching, leveling, resurfacing.

33. Most roads include a Thermoplastic Striping pay item at 1 Lump Sum. Collier Trace and Seattle Place include a pay item for Stop Bars without any quantity. Is any pavement marking work required on Collier Trace and/or Seattle Place?

There are no markings on these streets.

34. The resurfacing quantity for Scarlet Lane is 430 TN and the Milling quantity is 26,000 SY. It appears the milling quantity should be closer to 5,200 SY. Will the bid form be revised or should this be considered in our lump sum proposal?

You are correct. The quantity should be 5,200 SY. We will send out a revised page 15.

See attachment C.

35. Our 9.5mm resurfacing takeoff is approximately 5% more than the bid quantities provided. To clarify your response to previous questions, we should include this additional work in the unit price for the quantities provided since this will be a lump sum project. Is this correct?

Yes.

36. What are the allowable hours for flagging closures?

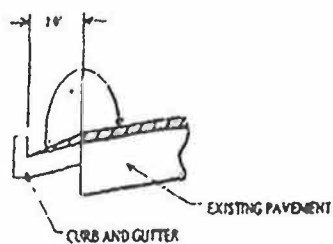
Works hours are 7am – 7 pm M-F. Saturday and night work can be discussed on a per street basis.

45

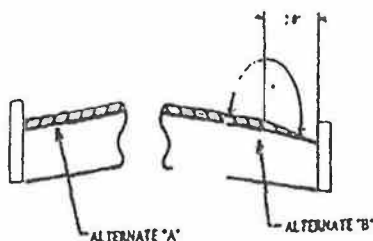
LMIG TYPICAL RESURFACING SECTION

CURB AND GUTTER DETAIL

DETAIL FOR FEATHERING SURFACING



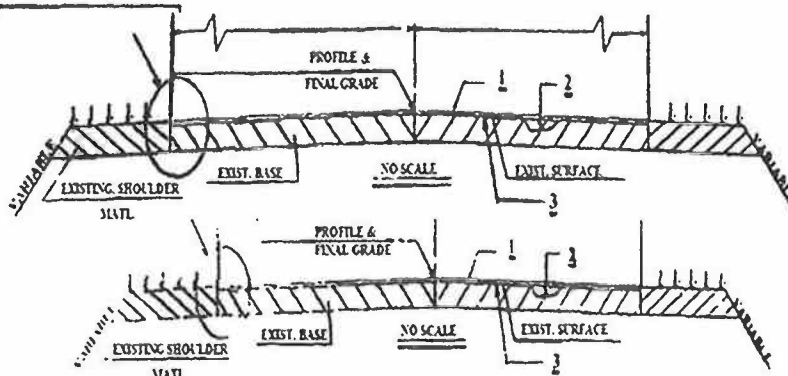
CURB AND GUTTER



HEADER CURB

NOTE: * METHOD OF FEATHERING AT PAVEMENT EDGE (ALTERNATE "A" or ALTERNATE "B") SHALL BE DETERMINED BY THE ENGINEER. UNDER NORMAL CONDITIONS, ALTERNATE "A" SHALL BE USED FOR FEATHERING UNLESS RESURFACING HAS REDUCED THE "EFFECTIVE HEIGHT" OF THE EXISTING CURB TYPE FACILITY. IN THIS EVENT, ALTERNATE "B" SHALL BE USED.

NOTE: * THE ALGEBRAIC DIFFERENCE BETWEEN THE NEW RIDING SURFACE AND THE FEATHERING IN THE CURB AND GUTTER SHALL NOT EXCEED 7%.



* SEE ROAD/STREET SUMMARY SHEET FOR PAVEMENT WIDTHS

SUPERPAVE MIX DESIGN LEVEL 9.5 MM SUPERPAVE, GP 2

- REQ'D 1) ¹⁶⁵ LBS PER SY ASPH. CONC. 9.5MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME
 REQ'D 2) ASPHALTIC CONCRETE PATCHING TO BE PLACED AS DIRECTED BY THE ENGINEER.
 REQ'D 3) ASPHALTIC CONCRETE LEVELING TO BE PLACED AS DIRECTED BY THE ENGINEER

NOTE: PAVING OF TURNOUTS FOR SIDEROADS AND DRIVES WILL BE A MINIMUM OF THREE FEET ADDITIONAL WIDTH MAY BE NECESSARY TO PROVIDE A SMOOTH, SAFE, AND WELL DRAINED TRANSITION TO AND FROM PUBLIC ROADS AND DRIVEWAYS.

THIS TYPICAL SECTION APPLIES TO PRIORITY NUMBER(S) AS SHOWN ON THE SUMMARY SHEET:

PRIORITY NO: (SEE ROAD SUMMARY OF INFORMATION)

SEE SUMMARY SHEET FOR
ROADS REQUIRING STRIPING

PROJECT NO.

DETAIL NO.

**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

		<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>
Dobbins Dr	9.5 mm, GP 2WH LIME	Ton	575	106.98
	Tack	Gal	415	2.26
	Milling	SY	6900	2.61
	Leveling	Ton	30	146.92
	Patching	SY	345	19.21
	Thermoplastic Striping	LS	1	8,500.00
			TOTAL	\$ 99,995.45
Duncan Dr	9.5 mm, GP 2WH LIME	Ton	390	114.58
	Tack	Gal	280	2.26
	Milling	SY	0	N/A
	Leveling	Ton	20	146.92
	Patching	SY	235	19.30
	Thermoplastic Striping	LS	1	13,500.00
			TOTAL	\$ 66,292.90
Kennesaw Sation Dr	9.5 mm, GP 2WH LIME	Ton	255	110.57
	Tack	Gal	185	2.26
	Milling	SY	3080	2.96
	Leveling	Ton	15	150.88
	Patching	SY	155	19.68
	Thermoplastic Striping	LS	1	300.00
			TOTAL	\$ 43,343.85
Lee Ct	9.5 mm, GP 2WH LIME	Ton	115	112.54
	Tack	Gal	80	2.26
	Milling	SY	1355	5.73
	Leveling	Ton	5	146.93
	Patching	SY	68	17.96
	Thermoplastic Striping	LS	1	150.00
			TOTAL	\$ 22,992.98

**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

Grant Ct	9.5 mm, GP 2WH LIME	Ton	61	133.13
	Tack	Gal	45	2.26
	Milling	SY	740	9.66
	Leveling	Ton	3	146.94
	Patching	SY	35	19.94
	Thermoplastic Striping	LS	1	150.00
	TOTAL			\$ 16,659.75
Shirley Dr	9.5 mm, GP 2WH LIME	Ton	660	103.82
	Tack	Gal	480	2.26
	Milling	SY	0	N/A
	Leveling	Ton	33	146.92
	Patching	SY	400	19.19
	Thermoplastic Striping	LS	1	750.00
	TOTAL			\$ 82,880.36
Randolph Cir	9.5 mm, GP 2WH LIME	Ton	270	112.66
	Tack	Gal	195	2.26
	Milling	SY	0	N/A
	Leveling	Ton	15	146.92
	Patching	SY	160	19.63
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 36,503.50
White Oak Cir	9.5 mm, GP 2WH LIME	Ton	185	102.09
	Tack	Gal	135	2.26
	Milling	SY	2230	2.35
	Leveling	Ton	10	146.92
	Patching	SY	110	19.03
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 28,294.75

**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

Deerfield Dr	9.5 mm, GP 2WH LIME	Ton	410	117.03
	Tack	Gal	295	2.26
	Milling	SY	4930	4.36
	Leveling	Ton	20	146.92
	Patching	SY	245	19.22
	Thermoplastic Striping	LS	1	2,550.00
	TOTAL			\$ 80,341.10
Deerfield Ln	9.5 mm, GP 2WH LIME	Ton	215	114.44
	Tack	Gal	155	2.26
	Milling	SY	2580	4.11
	Leveling	Ton	11	146.93
	Patching	SY	130	18.79
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 39,917.63
Deerfield Pl	9.5 mm, GP 2WH LIME	Ton	540	107.51
	Tack	Gal	395	2.26
	Milling	SY	6570	3.43
	Leveling	Ton	30	146.92
	Patching	SY	330	19.03
	Thermoplastic Striping	LS	1	150.00
	TOTAL			\$ 92,320.70
Deerfield Way	9.5 mm, GP 2WH LIME	Ton	70	137.19
	Tack	Gal	50	2.26
	Milling	SY	860	6.31
	Leveling	Ton	4	146.93
	Patching	SY	45	19.38
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 16,902.72

**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

Karen Ln	9.5 mm, GP 2WH LIME	Ton	95	120.15
	Tack	Gal	70	2.26
	Milling	SY	1160	7.19
	Leveling	Ton	5	146.93
	Patching	SY	60	20.35
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 22,168.50
Terry Ln	9.5 mm, GP 2WH LIME	Ton	140	111.63
	Tack	Gal	100	2.26
	Milling	SY	1680	5.93
	Leveling	Ton	7	146.92
	Patching	SY	85	18.47
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 28,714.99
Smith Dr	9.5 mm, GP 2WH LIME	Ton	470	113.91
	Tack	Gal	340	2.26
	Milling	SY	5680	3.67
	Leveling	Ton	25	146.92
	Patching	SY	285	18.98
	Thermoplastic Striping	LS	1	850.00
	TOTAL			\$ 85,084.00
Scarlet Ln	9.5 mm, GP 2WH LIME	Ton	430	105.19
	Tack	Gal	315	2.26
	Milling	SY	5200	2.82
	Leveling	Ton	20	146.92
	Patching	SY	260	19.46
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 68,905.60

**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

Pine Hill Cir	9.5 mm, GP 2WH LIME	Ton	365	105.83
	Tack	Gal	265	2.26
	Milling	SY	4400	5.57
	Leveling	Ton	20	146.92
	Patching	SY	220	19.03
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 71,159.85
Pine Hill Dr	9.5 mm, GP 2WH LIME	Ton	1005	101.00
	Tack	Gal	730	2.26
	Milling	SY	12175	2.41
	Leveling	Ton	50	146.92
	Patching	SY	610	19.02
	Thermoplastic Striping	LS	1	850.00
	TOTAL			\$ 152,294.75
Lula Ln	9.5 mm, GP 2WH LIME	Ton	255	113.91
	Tack	Gal	185	2.26
	Milling	SY	3100	3.67
	Leveling	Ton	15	146.92
	Patching	SY	155	19.13
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 46,311.10
Carrie Dr	9.5 mm, GP 2WH LIME	Ton	685	107.95
	Tack	Gal	500	2.26
	Milling	SY	8310	3.86
	Leveling	Ton	35	146.92
	Patching	SY	415	19.34
	Thermoplastic Striping	LS	1	850.00
	TOTAL			\$ 121,170.65

**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

Madison Main	9.5 mm, GP 2WH LIME	Ton	270	113.91
	Tack	Gal	195	2.26
	Milling	SY	3250	3.28
	Leveling	Ton	15	146.92
	Patching	SY	165	19.03
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 47,500.15
Weeks Dr	9.5 mm, GP 2WH LIME	Ton	470	114.17
	Tack	Gal	340	2.26
	Milling	SY	5700	4.08
	Leveling	Ton	25	146.92
	Patching	SY	285	18.98
	Thermoplastic Striping	LS	1	750.00
	TOTAL			\$ 87,516.60
Thorngate Dr	9.5 mm, GP 2WH LIME	Ton	145	107.87
	Tack	Gal	105	2.26
	Milling	SY	1760	4.83
	Leveling	Ton	10	146.92
	Patching	SY	90	19.38
	Thermoplastic Striping	LS	1	600.00
	TOTAL			\$ 28,192.65
Thorngate Ln	9.5 mm, GP 2WH LIME	Ton	420	102.13
	Tack	Gal	305	2.26
	Milling	SY	5050	3.70
	Leveling	Ton	20	146.92
	Patching	SY	255	19.15
	Thermoplastic Striping	LS	1	150.00
	TOTAL			\$ 70,240.55

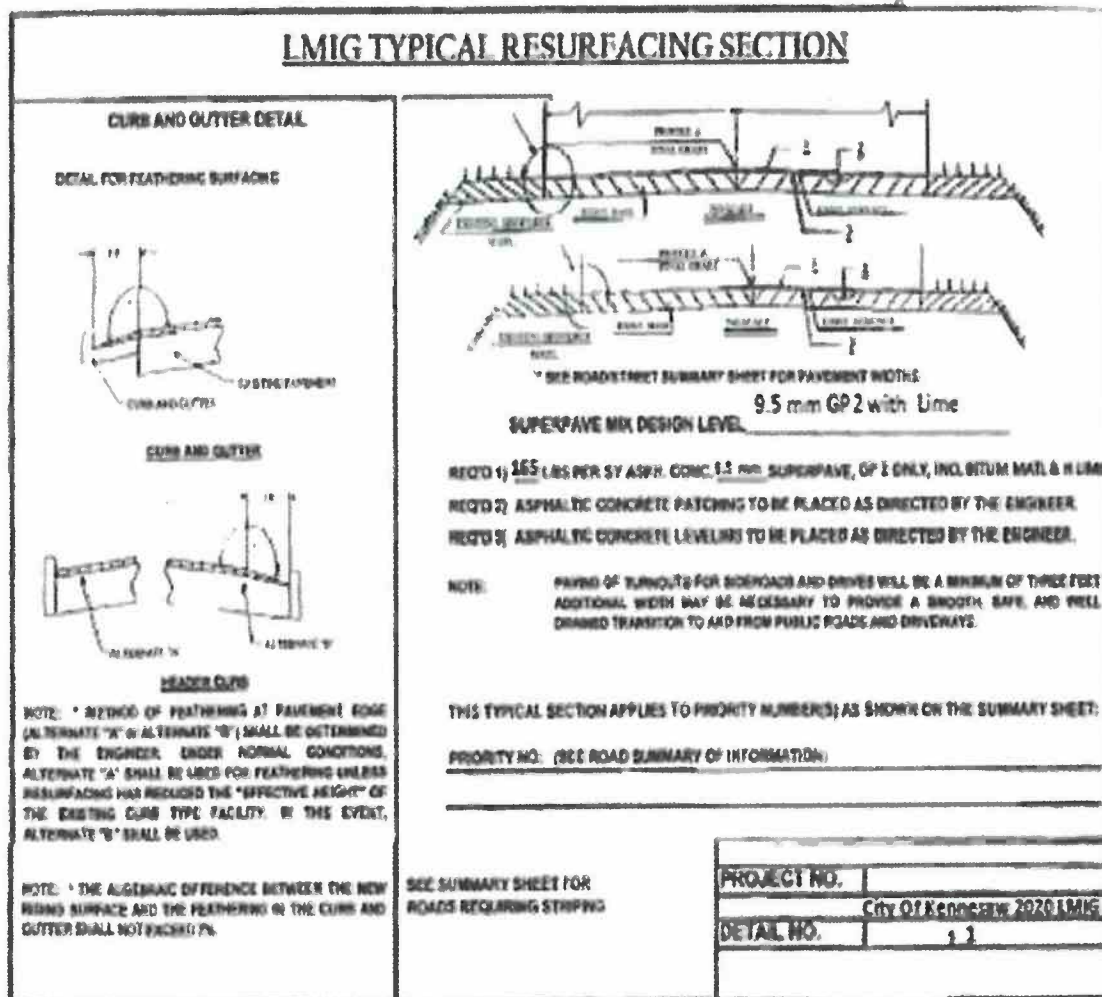
**CITY OF KENNESAW
REQUEST FOR BIDS**

UNIT QUANTITY PRICE SHEET

Thorngate Ct	9.5 mm, GP 2WH LIME	Ton	10	173.28
	Tack	Gal	8	2.26
	Milling	SY	120	7.92
	Leveling	Ton	1	146.96
	Patching	SY	5	34.90
	Thermoplastic Striping	LS	1	150.00
	TOTAL			\$ 3,172.74
Thorngate Way	9.5 mm, GP 2WH LIME	Ton	50	126.68
	Tack	Gal	35	2.26
	Milling	SY	590	4.51
	Leveling	Ton	3	146.94
	Patching	SY	30	17.45
	Thermoplastic Striping	LS	1	300.00
	TOTAL			\$ 10,338.32
Collier Trace	9.5 mm, GP 2WH LIME	Ton	400	100.81
	Tack	Gal	290	2.26
	Milling	SY	4800	3.44
	Leveling	Ton	20	146.92
	Patching	SY	120	18.90
	Stop Bar			N/A
	TOTAL			\$ 62,697.80
Seattle Place	9.5 mm, GP 2WH LIME	Ton	195	101.75
	Tack	Gal	140	2.26
	Milling	SY	2350	3.62
	Leveling	Ton	10	146.92
	Patching	SY	120	18.90
	Stop Bar			N/A
	TOTAL			\$ 32,401.85
Mobilization		LS	1	\$ 15,345.00
Traffic Control		LS	1	\$ 99,697.82

CITY OF KENNESAW
REQUEST FOR BIDS

TYPICAL SECTION



FEDERAL WORK AUTHORIZATION PROGRAM

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual firm, or corporation which is contracting with the City of Kennesaw, has registered with and is participating in a federal work authorization program[any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security

CITY OF KENNESAW
REQUEST FOR BIDS

E-VERIFY FORM REQUIREMENTS

or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), in P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

32751

EEV/Basic Pilot Program* User Identification Number


BY: Authorized Officer or Agent

Vice President

Title of Authorized Officer or Agent of Contractor



July 9, 2025

Date

Michael Kleuckling

Printed Name of Authorized Officer Agent

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

CITY OF KENNESAW
REQUEST FOR BIDS

E-VERIFY FORM REQUIREMENTS

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

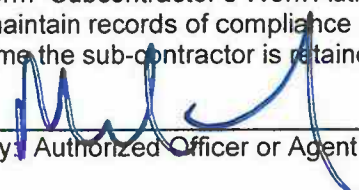
Pursuant to O.C.G.A. § 13-10-91, all qualifying contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization program. Prime contractors may participate in any of the electronic verification 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

Vice President

Title of Authorized Officer or Agent of Contractor

Michael Kleuckling

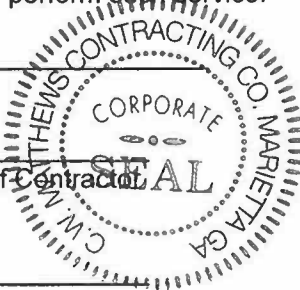
Printed Name of Authorized Officer or Agent

July 9, 2025

Date

32751

Basic Pilot User Identification Number
(if applicable)



With express authority on behalf of:

C. W. MATTHEWS CONTRACTING CO., INC.

Printed Name of Prime Contractor

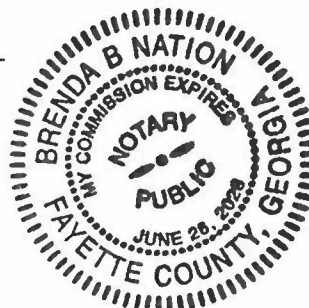
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

9th DAY OF July, 2025



Notary Public Brenda B. Nation

My Commission Expires: June 26, 2028



CITY OF KENNESAW
REQUEST FOR BIDS

E-VERIFY FORM REQUIREMENTS

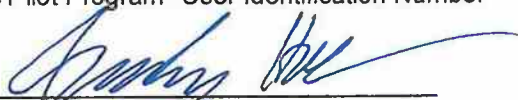
300-10-1-.08 Subcontractor Affidavit (Georgia Administrative Code)
O.C.G.A. § 13-10-91 (2007), TITLE 13. CONTRACTS

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

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

41699

EEV/Basic Pilot Program* User Identification Number

By: 
Authorized Officer or Agent
(Subcontractor Name)

7-8-2025

Date

Estimator
Title of Authorized Officer or Agent of Subcontractor

Andy Holland
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

8th DAY OF July, 2025

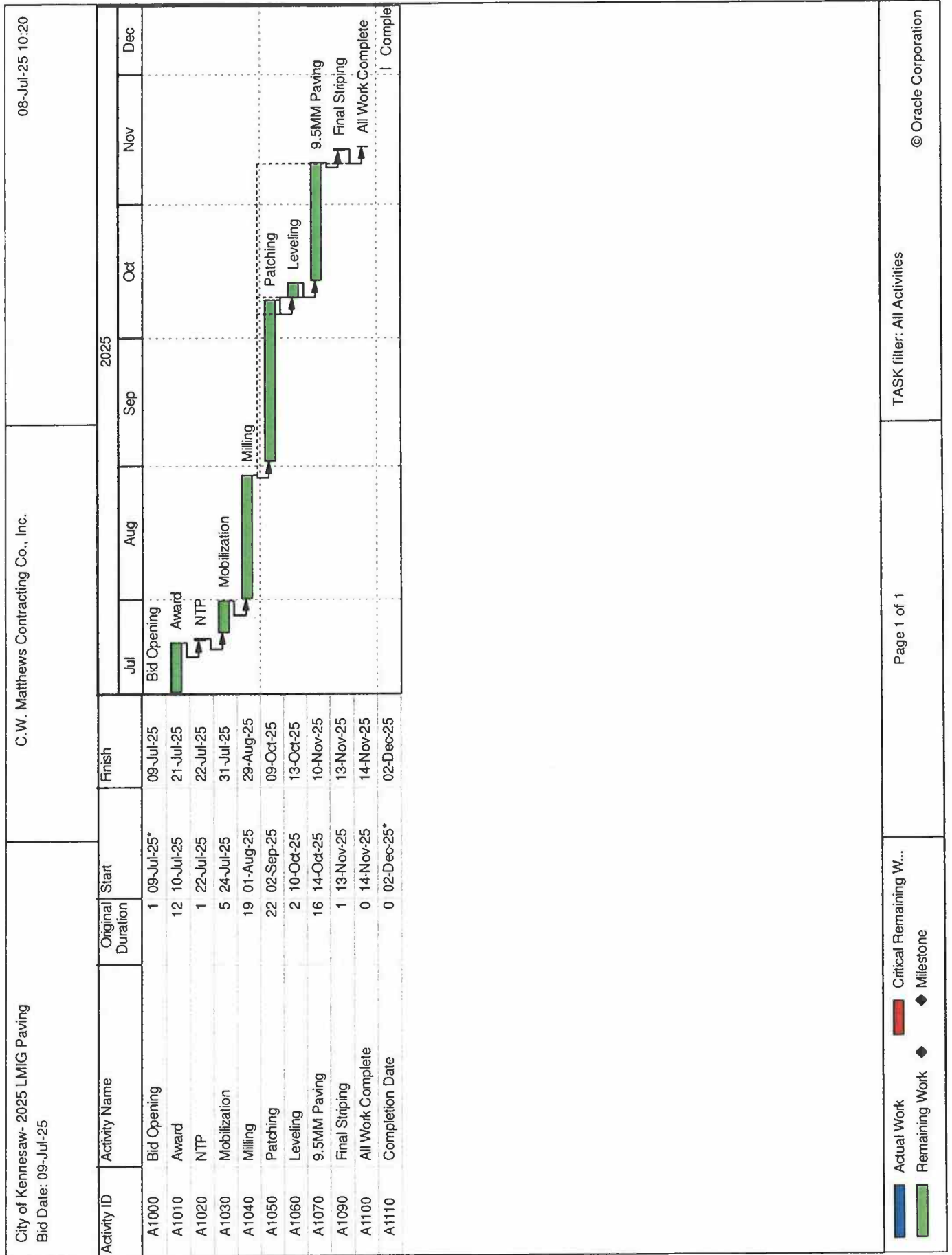

Notary Public

My Commission Expires: 7-24-2025

TA AMY HARRIS ICK
No ary Public, Ge ph
Harris County
My ommission er
July 24, 2025

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

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



C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS

<u>NAME</u>	<u>TITLE</u>
Daniel P. Garcia	President
Michael D. Bell	Executive Vice President, Secretary/Treasurer
Jeff C. Shropshire	Senior Vice President - Major Projects
Stoy F. Marlow	Senior Vice President - Baker Division
Mike L. Kleuckling	Vice President - Estimating
Benny M. Brown	Vice President - General & Administration, Asstistant Secretary
Robert W. Thompson, Jr.	Division Vice President - Estimating & Design/Build
Thomas J. Roginsky	Division Vice President - Information Technology
Robert B. Forrest	Division Vice President - Baker Division

C. W. MATTHEWS CONTRACTING CO., INC.
OFFICERS AND DIRECTORS
P. O. Drawer 970, Marietta, Georgia 30061

Robert E. Matthews
Chairman Emeritus
Director
Bobm@cwmatthews.com
(770) 422-7520

Matthew D. Burton
Chairman of the Board
Director
Mattb@cwmatthews.com
(770) 422-7520

Daniel P. Garcia
President
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(770) 422-7520

Michael D. Bell
Executive Vice President
Secretary/Treasurer
Michaelb@cwmatthews.com
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Senior Vice President
Asphalt Construction
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(770) 422-7520

Frank P. Crumbley
Senior Vice President
Roadway Construction
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(770) 422-7520

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Assistant Secretary
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(770) 422-7520

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Corporate Counsel
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Division Vice President
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(770) 422-7520

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Division Vice President
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Water & Sewer Construction
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(770) 422-7520

Robert B. Forrest
Division Vice President
Baker
Bforrest@cwmatthews.com
(770) 422-7520



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors

LICENSE NO. **GCCO007346**

C.W. Matthews Contracting Co. Inc.

Daniel P. Garcia

**1600 Kenview Drive
Marietta GA 30060**

Qualifying Agent: **Kevin/Thomas Eubanks**

Qualifying Agent License NO: **GCQA007342**

General Contractor Company

EXP DATE - 06/30/2026 Status: Active

Issue Date: 08/05/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing

237 Coliseum Drive

Macon GA 31217

Phone: (404) 424-9966

www.sos.ga.gov/plb

C.W. Matthews Contracting Co. Inc.
1600 Kenview Drive
Marietta GA 30060



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors

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General Contractor Company

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STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA007342

Kevin Thomas Eubanks
161 Celestial Ridge Drive
Dallas GA 30132

Company Name: C.W. Matthews Contracting Co. Inc.
Company License NO: GCCQ007346

General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active

Issue Date: 08/05/2021

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237 Coliseum Drive
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Kevin Thomas Eubanks
161 Celestial Ridge Drive
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STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCQA007342

Kevin Thomas Eubanks

161 Celestial Ridge Drive
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Company Name: C.W. Matthews Contracting Co. Inc.

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General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active

Issue Date: 08/05/2021



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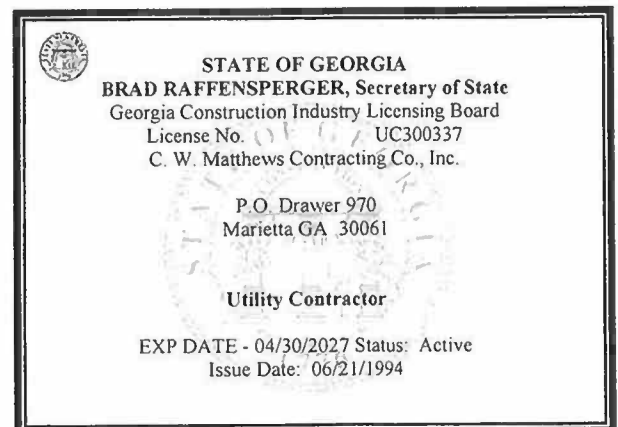
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Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

C. W. Matthews Contracting Co., Inc.
P.O. Drawer 970
Marietta GA 30061





Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

July 24, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2MA850

C. W. Matthews Contracting Company, Inc.
1600 Kenview Drive
Marietta, GA 30060

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue stated above and cancels and supersedes all Certificates previously issued:

MAXIMUM CAPACITY RATING: \$3,683,400,000.00

CERTIFICATE EXPIRES: June 30, 2026

PRIMARY WORK CLASS/CODE: 400

SECONDARY WORK CLASS(ES)/CODE(S): 149, 150, 163, 167, 201, 205, 208, 209, 310, 432, 439, 441, 452, 461, 500, 500A, 501, 502, 507, 511, 513, 520, 524, 525, 550, 603A, 615, 622, 624, 626, 636, 660, 668 and 670.

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

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

City Bid Log/Results

Project: Street Resurfacing

Deadline: July 9, 2025, at 3:00 p.m.

Date Rec'd.	Time	Company	Bid Amounts (to be filled out by Clerk at opening)	Awarded Bid	Comments
07/09/25	9:22 a.m.	Baldwin Paving Co. Inc.	\$2,032,651.20		
07/09/25	12:37 p.m.	South Georgia Milling	\$2,282,019.30		
07/09/25	1:52 p.m.	Bartow Paving Company, Inc.	\$2,302,889.01		
07/09/25	2:09 p.m.	Georgia Paving, LLC	\$1,877,568.89		
07/09/25	2:28 p.m.	C.W. Matthews Contracting Co., Inc.	\$1,679,358.61		
07/09/25	2:31 p.m.	Triple R Paving and Construction LLC	\$1,701,458.38		
07/09/25	2:41 p.m.	Blount Construction	\$1,777,607.59		

8020 Service/Construction Bids

part 21. Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of any award.

Title 22, Highways, Bridges and Ferries, Chapter 2, State, County, and municipal road system, Article 4. Municipalities, Part 2. Exercise by municipalities of power to contract generally.

**James Flynn/Purchasing Agent/
Purchasing Division
City of Marietta/Board of
Lords and Vices/
purchasing@marietta.gov
5-364-4-2025**

**MDJ-4173
REQUEST FOR QUALIFICATIONS
AUSTELL POWDER SPRINGS
ROAD TRAIL
COBB COUNTY, GEORGIA
COBB COUNTY DOT FOR
COMMISSIONERS**

Sealed proposals will be received until 12:00 noon on June 26, 2025, at Cobb County Purchasing for:

Project No./Project Name: B2455 / GOOT P-1, No. 0021109

Location: Nondray Creek Trail Extension from Bells Ferry Trail to Shelbyford Road

Project Description: The proposed Nondray Creek Trail Extension project will design and construct a 10-foot-wide multi-use trail with 3-foot unpaved shoulders from Bells Ferry Trail to Shelbyford Road.

Pre-Proposal Conference: A non-mandatory, Pre-Proposal Conference will be held virtually at 9:30 a.m. on June 17, 2025. Refer to RFQ for details concerning the meeting.

Proposal Opening Date: June 26, 2025

Proposal Opening Location: Cobb County Purchasing Department

Interested parties may find the Request for Proposals may be found at <https://procurement.cobbcounty.com/bids>.

Interested parties must meet the current pre-qualification requirements of the Georgia Department of Transportation. Producers are required to be in compliance with the "Georgia Security and Immigration Compliance Act."

Disadvantaged Business Enterprise (DBE) Participation goal of 15% is required in this project. Small Business Participation in all DOT contracts is encouraged.

Cobb County will affirmatively comply with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000a-2 and Title 46, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination Act(s).

The project must conform to all American with Disabilities Act (ADA) regulations.

The Cobb County Board of Commissioners reserves the right to reject all Bids and waive any formalities.

5:30p 6/4,13,20-2025

**MDJ-4174
GPN-1
ADVERTISEMENT FOR BIDS
2025 TRANSPORTATION
IMPROVEMENTS PROGRAM
COBB COUNTY, GEORGIA
COBB COUNTY DOT
FOR
COMMISSIONERS**

Electronic bids will be received via Bid Express at www.bidexpress.com on behalf of the Cobb County Board of Commissioners until 12:00 noon on June 26, 2025, for furnishing labor, material, equipment and other things necessary for the complete construction of:

Project No./Project Name: B2312 / Canton Road and Piedmont Road

Project Description: Project to include safety and operational improvements at the intersection of Canton Road and Piedmont Road to include turn lanes, traffic signal modifications, and pedestrian improvements. Cobb County Work System work will also be included.

Project Duration: The time allowed for performance of the project will be 30 days from issuance of Notice to Proceed.

Pre-Bid Conference Date / June 17, 2025

Time / Location: 9:30 a.m., Cobb County Procurement Services, Marietta, GA 30062

Bid Document Cost: Can be purchased through Bid Express at www.bidexpress.com

PDF files may be downloaded from: <https://procurement.cobbcounty.com/bids>

ALL NEW PROSPECTIVE BIDDERS ARE STRONGLY ENCOURAGED TO PRE-REGISTER WITH COBB COUNTY FINANCE PRIOR TO BID CLOSING.

The Complete Advertisement for Bids may be found at:

<https://www.cobbcounty.org/procurement>
<https://www.cobbcounty.org/procurement>
<https://www.cobbcounty.org/procurement>

Contractor must meet the current bid requirements of the Georgia Department of Transportation. Contractor and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act."

Cobb County will affirmatively comply with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000a-2 and Title 46, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination Act(s).

Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation in all DOT contracts is encouraged.

The Cobb County Board of Commissioners reserves the right to reject all Bids and waive any formalities.

5:30p 6/4,13,20-2025

**MDJ-4182
GPN-1
THE CITY OF SYNMA
1200 KING STREET
SAYNNA, GEORGIA 30080
ADVERTISEMENT
RFP #15-043
Tollison Park Bridge & Trail
Improvements**

The City of Synma is requesting sealed proposals for the Tollison Park Bridge & Trail Improvements. The project includes the demolition and replacement of a concrete sidewalk and two (2) pedestrian bridges with associated grading improvements. A storm pipe will also be replaced under this scope of work.

Sealed Proposals are due to the Purchasing Division, Synma City Hall, 2800 King Street SE, Synma, GA 30080 no later than 10:00 AM on Monday, June 30, 2025.

Proposals will be opened on Tuesday, July 1, 2025 at 10:00 AM in the City of Synma, 2800 King Street SE, Synma, GA 30080.

All questions or requests for additional information must reference RFP #15-043 Tollison Park Bridge & Trail Improvements and must be submitted in writing to bidopen@synma.gov by 5:00 PM on Friday, June 20, 2025.

The City of Synma reserves the right to accept or reject any or all bids and award in the best interest of the City.

5:30p 6/4,13,20-2025

**MDJ-4347
GPN-1
Sealed bids will be received by the City of Kennesaw, City Clerk, 3529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144, until 3:00 P.M. on Wednesday, July 9, 2025, for resurfacing of three streets of various lengths. The project includes furnishing all labor, material, and equipment for milling and resurfacing of twenty-eight (28) streets of various lengths and section of roadway. The list of streets and distances are shown in the Specifications section of this proposal.**

Copies of the bid document may be obtained by contacting the City Clerk at info@kennesaw-georgia.gov. Technical questions should be directed to Rickey Stewart at rickestewart@kennesaw-georgia.gov.

All bidders must be pre-qualified with the Georgia Department of Transportation (DOT). Disadvantaged wage rates and Disadvantaged Business Enterprise (DBE) goals DO NOT apply to this project.

No bid will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount of less than five percent (5%) of the bid made payable to the City of Kennesaw.

The successful Bidder shall be required to furnish a Contract Performance Bond equal to one hundred percent (100%) of the contract price and a Payment Bond equal to one hundred ten percent (110%) of the contract price with the terms are surety to be approved by the City of Kennesaw, and the satisfactory proof of coverage of the insurance required.

It is agreed the unit quantities shown in the Specifications are approximate only and the bid is based on a lump sum price. The contract sum will vary

8020 Service/Construction Bids

the project scope and by change order approved by the City of Kennesaw. It is further understood and agreed upon the unit prices entered on Unit Price Sheet shall apply to any increase or decrease in quantities caused by a change in project scope.

No bidder may withdraw his/her bid within one hundred twenty (120) days after the actual date of the opening thereof.

The successful bidder will be notified by the City at occurrence of the bid. The successful bidder must submit an executed Contract and Certificate of Insurance before a Notice to Proceed can be issued. Upon receipt of the Notice to Proceed, the successful bidder shall begin work with the adequate force and equipment on the date specified. This project must be completed by December 2, 2025.

Permit will be made to the contractor each calendar month based on the estimated work completed and in place as described by the standard specifications. Final payment of amounts withheld or deposited in escrow will not be made until the State Highway Engineer and the City of Kennesaw have certified the work has been satisfactorily completed and accepted.

The City of Kennesaw reserves the right to reject any or all bids, to waive informalities and to re-advertise. The City of Kennesaw also reserves the right to reject bids which are non-conforming or to reopen the bidding if all bids are in excess of funds available for the project.

6/4,20-2025

**MDJ-4384
GPN-1
ADVERTISEMENT FOR BIDS
Administrative Renovation - Elevator
Modernization
COBB COUNTY, GEORGIA
FOR
TOMMY NOBIS CENTER**

Sealed bids will be received until 12:00 noon on July 3, 2025, at:

TOMMY NOBIS CENTER
3039 North Parkway, Atlanta, Georgia

for furnishing all labor, material, equipment and other things necessary for the completion of:

Project Name: Public Facilities - Rehabilitation Activities for Existing Structure - Elevator Modernization within an Administrative and Services Facility, Cobb County, Georgia.

Project Description: In reference to the recent relocation of Tommy Nobis Center's headquarters within a pre-existing, fully renovated structure, the organization is seeking bids for specialized elevator modernization services through a local elevator company. Specifically, the project will focus on the modernization of a one passenger elevator servicing a two-story structure in Cobb County, GA.

Project Description: Renovation will begin immediately following contract selection and approximately anticipated start date of August 1, 2025. The time allowed for performance of the project works will be determined based upon bid submission. Please note all dates are subject to change.

Pre-Bid Discussion: Questions about the project and/or a request for a site visit to assess the scope of work can be directed to Jeff Alchison at 770-424-0088 ext. 2314. Bid Opening Date / June 2, 2025

**240 Interests North Parkway
Atlanta, GA 30329**

No alterations may be withdrawn after the scheduled closing time or receipt of bids for a period of 180 days.

The selected contractor and all subcontractors must be certified through SAM.gov.

The Project consists of the following major elements:

- Full modernization of one standard hydraulic passenger elevator (2,500 lb. capacity) in an existing structure and services including: Scope of Work consists of activities including but not limited to: installation or updates to the car, controller, power units, backhoes, pit equipment (reuse existing, make updates), doors and trances (reuse existing, updates to door operations, projections, hatch closers and jibs, etc.) signal fixtures, new wiring, and additional modernization activities as determined based on further analysis by selected contractor.

Bid Packages (detailed RFP with plans and specifications) will be available for distribution on or after June 2, 2025. To obtain a bid package, please contact Tommy Nobis Center's Operations Manager, Jeff Alchison, at Jeff.Alchison@TommyNobisCenter.com or (770) 427-0000. All bidders in record as receiving an original bid package may submit bids.

Professional Service firms, contractors and subcontractors, should be familiar with the requirements regarding conditions of employment, correct job classifications and minimum wage rates for all workers on this project. Professional Service firms, contractors and subcontractors must comply with all Federal, State, and local requirements. Contractors and subcontractors must comply with federal labor standards. Minority and female firms are encouraged to participate in this Federal funded project. Proponent shall be in compliance with the Americans with Disabilities Act (ADA) and 28 CFR 200.317-206. Potential contractors and subcontractors should be familiar with the requirements of Title VII of the Civil Rights Act of 1964 and 42 CFR 200.606 and Executive Order 11246 - Equal Employment Opportunity and Affirmative Action. The work performed under this contract is subject to the requirements of Section 2 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (a) (Section 3). The purpose of Section 3 is to ensure employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall to the greatest extent feasible, be directed to low and very-low income persons, particularly persons who are in need of HUD assistance for housing. For more information regarding conditions of employment, HUD certifications, and job and wage rate classifications, contact the Cobb County CDBG Program Office at (770) 326-1465. Neither the United States nor any of its departments, agencies or employees is or will be a party of any contract awarded pursuant to this invitation to bid.

Tommy Nobis Center hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

6/4,13,20-2025

8025 Debtors and Creditors

**MDJ3346
95027**

Notice to Debtors and Creditors
All creditors of the estate of **Anita F. Freedman**, late of Cobb County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4th day of May, 2025

Name: Wade Dallas Freed
Title: Attorney for Executors of the Estate of Anita F. Freedman
Address: Fryer, Shewler, Lester & Pollock, PC, 1585 Court Street, NW, Atlanta, GA 30338
5/14/25, 30/4-4/2025

**MDJ3345
95027**

Notice to Debtors and Creditors
All creditors of the estate of **Amanda Elizabeth Besser** late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 7th day of May, 2025

Name: Christine Besser
Title: Executor
Address: 513 Whitcomb CT, SE, Smyrna, GA 30080
5/14/25, 30/4-4/2025

**MDJ-3749
GPN-1**

NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of **BOBBIE JEAN ROBINSON** late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment.

This 4th day of May, 2025.

Perry Robinson
248 North View Drive
Austell, GA 30106
5/14/25, 30/4-4/2025

**MDJ-3741
GPN-1**

NOTICE TO DEBTORS AND CREDITORS
All creditors of the estate of **ABRAHAM PAZ-CHAVEZ** late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned

8020 Service/Construction Bids

COMMISSIONERS
Electronic bids will be received via Bid Express at www.bidexpress.com on behalf of the Cobb County Board of Commissioners until 12:00 noon on June 26, 2025, for furnishing all labor, material, equipment and other things necessary for the complete construction of:

Project No./Project Name: B2312 / Canton Road at Piedmont Road
Project Description: Project to include safety and operational improvements at the intersection of Canton Road and Piedmont Road. This project includes traffic signal modifications, and pedestrian improvements. Cobb County Water System work will also be included.
Project Duration: The time allowed for performance of the project will be 365 days from issuance of Notice to Proceed.
Prebid Conference Date / June 17, 2025 Time / Location: 9:30 a.m., Cobb County DOT / Virtual Teleconference
Bid Opening Date / June 26, 2025 Time / Location: 2:00 p.m., Cobb County Procurement Services
1828 West Oak Parkway, Marietta, GA 30062
Bid Document Cost: Can be purchased through Bid Express at www.bidexpress.com
Plan Sets may be downloaded from: http://docs.cobbgov.org/B2312_CantonPiedmont.pdf

ALL NEW PROSPECTIVE BIDDERS ARE STRONGLY ENCOURAGED TO PRE-REGISTER WITH COBB COUNTY FINANCE PRIOR TO BID CLOSING.
The Complete Advertisement for Bids may be found at: <https://www.cobbcounty.org/transportation/projects/bids-and-rfps> and <https://www.cobbcounty.org/procurement-services/bidding-opportunities>
Contractor must meet the current bid requirements of the Georgia Department of Transportation.
Contractor and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act."
Cobb County will affirmatively comply with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination Act(s).
Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation in all DOT contracts is encouraged.
The Cobb County Board of Commissioners reserves the right to reject all Bids and waive any formalities.
5:30; 6:6,13,20-2025

MDJ-4367 GPN-5
Sealed bids will be received by the City of Kennesaw City Clerk, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144, until 3:00 EDT pm on Wednesday July 9, 2025, for resurfacing of three streets of various lengths. The project includes furnishing all labor, material, equipment and other things necessary for the complete construction for milling and resurfacing of twenty-eight (28) streets of various lengths and section of roadway. The list of streets and distances are shown in the Specifications section of this packet. Copies of the bid document may be obtained by contacting the City Clerk at jalvarez@kennesaw-ga.gov. Technical questions should be addressed to Ricky Stewart at rstewart@kennesaw-ga.gov. All bidders must be prequalified with the Georgia Department of Transportation (GDOT). Davis-Bacon wage rates and Disadvantaged Business Enterprise (DBE) goals **DO NOT** apply to this project.

No bid will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid made payable to the City of Kennesaw. The successful Bidder shall be required to furnish a Contract Performance Bond equal to one hundred percent (100%) of the contract price and a Payment Bond equal to one hundred ten percent (110%) of the contract price, with the terms and surety to be approved by the City of Kennesaw; and furnish satisfactory proof of carriage of the insurance required. If it is agreed the unit quantities shown in the Specifications are approximate only and the bid is based on a lump sum price. The contract sum will only increase or decrease by a change in the project scope by change order approved by the City of Kennesaw. It is further understood and agreed upon the unit prices entered on Unit Price Sheet shall apply to any increase or decrease in quantity caused by a change in project scope. No bidder may withdraw his/her bid within one hundred twenty (120) days after the actual date of the opening thereof. The successful bidder will be notified by the City of acceptance of the bid. The successful bidder must submit an executed contract and Certificate of Insurance before the Project can proceed. Can be issued. Upon receipt of the Notice to Proceed, the successful bidder shall begin work with the adequate force and equipment on the date specified. This project must be completed by December 2, 2025. Payment will be made to the contractor each calendar month based on the estimated work completed and in place as described in the contract specifications. Final payment of amounts withheld or deposited in escrow will not be made until the State Highway Engineer and the City of Kennesaw have certified the work has been satisfactorily completed and accepted. The City of Kennesaw reserves the right to reject any or all bids, to waive informalities and to re-advertise. The City of Kennesaw also reserves the right to reject any or all bids, to re-advertise or to reopen the bidding if all bids are in excess of funds available for the project.

6:6,20-2025

MDJ-4550 GPN-05
Advertisement for Request for Proposals
Cobb County will receive Sealed Proposals before 12:00 P.M. (Noon), July 10, 2025 through the OpenGov Portal on the Cobb County Procurement Services' website.

Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, Georgia 30060
No proposals will be accepted after the 12:00 P.M. (noon) deadline
Sealed Proposal # 25-6917
Request for Proposals
Peer Support Clinician
for Department of Public Safety
Cobb County Department of Public Safety
For full solicitation details including addenda, please visit the Cobb County Procurement Services website: www.cobbcounty.org/procurement-services.
6:13,20,27;7:4-2025

MDJ-4551 GPN-05
Advertisement for Request for Proposals
Cobb County will receive Sealed Proposals before 12:00 P.M. (Noon), July 10, 2025 through the OpenGov Portal on the Cobb County Procurement Services' website.

Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, Georgia 30060
No proposals will be accepted after the 12:00 P.M. (noon) deadline
Sealed Proposal # 25-6915
Request for Proposals
Construction Manager At-Risk
Services for 911 Canopy and Stair Replacement
Cobb County Facilities Management
For full solicitation details including addenda, please visit the Cobb County Procurement Services website: www.cobbcounty.org/procurement-services.
6:13,20,27;7:4-2025

MDJ-4580 GPN-5
Advertisement for Bids
Cobb County will receive Sealed Bids before 12:00 P.M. (Noon), July 10, 2025 through the OpenGov Portal on the Cobb County Procurement Services' website.

Cobb County Procurement Services Department
1828 West Oak Parkway
Marietta, Georgia 30062
No bids will be accepted after the 12:00 P.M. (Noon) deadline
Sealed Bid # 25-6913
Invitation to Bid
Entry Signage Replacement at Various Park Sites
Cobb County PARKS Department
For full solicitation details including addenda, please visit the Cobb County Procurement Services website: www.cobbcounty.org/procurement-services.
6:13,20,27;7:4-2025

MDJ-4586 GPN-5
ADVERTISEMENTS FOR BIDS
2025 TRANSPORTATION IMPROVEMENTS PROGRAM
COBB COUNTY, GEORGIA
COBB COUNTY DOT
FOR
COBB COUNTY BOARD OF COMMISSIONERS

Electronic bids will be received via Bid Express at www.bidexpress.com on behalf of the Cobb County Board of Commissioners until 12:00 noon on July

8020 Service/Construction Bids

10, 2025, for furnishing all labor, material, equipment and other things necessary for the complete construction of:
Project No./Project Name: B2732 / Pete Shaw Road
Project Description: The project consists of the installation of sidewalk from Hazlehurst Drive to Ohpie Drive and will include a pedestrian bridge over Rubes Creek. Cobb County Water System work is also included.
Project Duration: The time allowed for performance of the project will be 450 days from issuance of Notice to Proceed.
Prebid Conference Date / July 1, 2025 Time / Location: 9:30 a.m., Cobb County DOT / Virtual Teleconference
Bid Opening Date / July 10, 2025 Time / Location: 2:00 p.m., Cobb County Procurement Services
1828 West Oak Parkway
Marietta, GA 30062
Bid Document Cost: Can be purchased through Bid Express at www.bidexpress.com
Plan Sets may be downloaded from: http://docs.cobbgov.org/B2732_Pete-ShawRd.pdf
ALL NEW PROSPECTIVE BIDDERS ARE STRONGLY ENCOURAGED TO PRE-REGISTER WITH COBB COUNTY FINANCE PRIOR TO BID CLOSING.
The Complete Advertisement for Bids may be found at: <https://www.cobbcounty.org/transportation/projects/bids-and-rfps> and <https://www.cobbcounty.org/procurement-services/bidding-opportunities>
Contractor must meet the current bid requirements of the Georgia Department of Transportation.
Contractor and their subcontractors are required to be in compliance with the "Georgia Security and Immigration Compliance Act."
Cobb County will affirmatively comply with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21 Nondiscrimination Act(s).
Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation in all DOT contracts is encouraged.
The Cobb County Board of Commissioners reserves the right to reject all Bids and waive any formalities.
Advertised in the Marietta Daily Journal on June 13, June 20, and June 27, 2025 and July 4, 2025.
6:13,20,27; 7:4-2025

MDJ-4592 GPN-5
Advertisement for Request for Proposals
Cobb County will receive Sealed Proposals before 12:00 P.M. (Noon), July 10, 2025 through the OpenGov Portal on the Cobb County Procurement Services' website.

Cobb County Procurement Services Department
122 Waddell Street NE
Marietta, Georgia 30060
No proposals will be accepted after the 12:00 P.M. (noon) deadline
Sealed Proposal # 25-6912
Request for Proposals
Program Management Services, Pre-Construction Services and Construction Management for
New Animal Services Facility
Cobb County Property Management Department
For full solicitation details including addenda, please visit the Cobb County Procurement Services website: www.cobbcounty.org/procurement-services.
6:13,20,27; 7:4-2025

MDJ-4800 GPN-05
City of Acworth Request for Qualifications
Number 2025-04
Sealed Statements of Qualifications (SOQ) will be received by the City of Acworth, Office of the City Clerk, located at 4415 Center Street, Acworth, GA, 30101, no later than 2:30 p.m., on Wednesday, July 16, 2025, at which time sealed SOQs will be publicly opened and read aloud. SOQs are being received for the:

McCray House, Relocation, Renovation and Improvements, Pre-Construction and Construction Manager At-Risk Services Contract
All bidders must comply with all general and special instructions. SOQ's must be delivered to the above listed address no later than the time and date indicated. All information pertaining to bid number, bid description, bidder and opening date must be listed on the sealed envelope. The City of Acworth reserves the right to waive any or all information except or reject any or all bids, to re-advertise and award in the best interest of the City. Procurement shall be in compliance with the Procurement Standards 2 (PS-2) of the City of Acworth. Potential contractors and subcontractors must not be parties listed on the government-wide exclusions in the System for Award Management in accordance with 2 CFR 186 which implements Executive Orders 13249 and 12689 "Debarment and Suspension". Neither the United States nor any of its departments, agencies or employees is or will be a party of any contract awarded pursuant to this invitation to bid. For additional information, contact Jeff Chase at (770) 974-8813. Refer to RFQ Number 2025-04. Request for bidder information packets may be obtained at Acworth City Hall, located at 4415 Center Street, Acworth, GA, 30101, Monday through Friday, 8 a.m. to 5 p.m. by calling at the above number or by emailing a request to: ichase@acworth-ga.gov.
6:20,27;7:4,11-2025

6:20,27;7:4,11-2025

8025 Debtors and Creditors

MDJ4439 GPN-07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA
COUNTY OF COBB

IN RE: ESTATE OF JUNE PEEK RAVEN

All creditors of the Estate of JUNE PEEK RAVEN, deceased, late of Cobb County, Georgia, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are hereby required to make immediate payment to the undersigned.

This 13th day of June, 2025.

Nancy Holcomb as Executor of the Estate of June Peek Raven
c/o Law Office of Leslie Vaughn Simons

1105 North Tennessee Street
Cartersville, Georgia 30132
6:13,20,27;7:4,2025

MDJ-4023 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of DAVID JEFFRIES MANN, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 19th day of May, 2025.

MELANIE MANN LANDRETH & GREGORY ALLAN YOUNG
1637 BURR ROAD
FLOUQUAY VIRGINIA NC 27526
6:6,13,20,27-2025

MDJ-4115 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Cynthia Ann Woodard late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 21st day of May, 2025.

Name: Richard Lee Woodard, c/o Broel Law, LLC
Title: Administrator
Address: 331 N. Marietta Pkwy, Marietta, GA 30060
5:30; 6:6,13,20-2025

MDJ-4116 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Lynn Allen late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025

Name: Laura M. Barron
Title: Attorney for Person's Representative
Address: 11300 Atlantis Place, Suite A, Alpharetta, GA 30025
5:30; 6:6,13,20-2025

MDJ-4117 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Marion George Bohlman late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025

Name: Laura M. Barron
Title: Attorney for Person's Representative
Address: 11300 Atlantis Place, Suite A, Alpharetta, GA 30025
5:30; 6:6,13,20-2025

MDJ-4118 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Marion George Bohlman late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025

Name: Laura M. Barron
Title: Attorney for Person's Representative
Address: 11300 Atlantis Place, Suite A, Alpharetta, GA 30025
5:30; 6:6,13,20-2025

MDJ-4119 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Marion George Bohlman late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025

Name: Laura M. Barron
Title: Attorney for Person's Representative
Address: 11300 Atlantis Place, Suite A, Alpharetta, GA 30025
5:30; 6:6,13,20-2025

MDJ-4120 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Marion George Bohlman late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

8025 Debtors and Creditors

make immediate payment.
This 22nd day of May, 2025
Name: Scott Michael Bohlman
Title: Administrator
Address: 1455 W. Avenue, Kenosha, WI 53144
5:30; 6:6,13,20-2025

MDJ-4129 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of DANIEL R. KRISKE, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025.

GUY BRYAN KRISKE
Executor/Administrator
C/O AMANDA M. RIEDLING
192 Church St. NE
Marietta, GA 30060
5:30; 6:6,13,20-2025

MDJ-4130 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of DIADER H. ROSARIO, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025.

CARMEN F. ROSARIO,
Executor/Administrator
C/O AMANDA M. RIEDLING
192 Church St. NE
Marietta, GA 30060
5:30; 6:6,13,20-2025

MDJ-4131 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of SHARON G. MCGREGOR, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025.

CATHERINE EICHENLAUB,
Executor/Administrator
C/O AMANDA M. RIEDLING
192 Church St. NE
Marietta, GA 30060
5:30; 6:6,13,20-2025

MDJ-4161 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the Estate of Mary Cade Moore, late of Cobb County, Georgia, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 16th day of May, 2025.

Kristen S. Moore, Executor of the Estate of Mary Cade Moore
Melissa P. Miller, Esq.
1418 Dresden Drive Suite 240
Atlanta, Georgia 30319
5:30; 6:6,13,20-2025

MDJ-4163 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Dolores McLaughlin, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 22nd day of May, 2025.

Julianna Burrall
Executor/Administrator
3535 Roswell Road, Suite 34
Marietta, GA 30060
5:30; 6:6,13,20-2025

MDJ-4165 GPN-7
Notice to Debtors and Creditors
COUNTY OF COBB

All creditors of the estate of James Todd Nash late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 27th day of May, 2025

Name: Janet Hull Nash
c/o Cassandra M. Ceron, Esq.
Title: Administrator
Address: 1215 Hightower Trail, C-100, Atlanta, GA 30350
5:30; 6:6,13,20-2025

MDJ-4167 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Kenneth Nelson Smith, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 23rd day of May, 2025.

Sharon Smith
Executor/Administrator
c/o Sarah White
2501 E. Piedmont Road, Suite 106
Marietta, GA 30066
5:30; 6:6,13,20-2025

MDJ-4174 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of ROLAND MILTON, II, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 19th day of May, 2025.

Eusebio Phelps
Executor / Administrator
914 Torre Pine Ct.
McDonough, GA 30253
5:30; 6:6,13,20-2025

MDJ-4184 GPN-7
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Wynne Thomson Huff, II late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 14th day of May, 2025.

Jennifer Kelli Sellers
Executor
111 Janette Street
Canandaigua, GA 30114
5:29; 6:13,20-2025

MDJ-4257 GPN-07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA

IN RE: ESTATE OF BARBARA SUE STACKPOLE
All Creditors of the Estate of BARBARA SUE STACKPOLE, deceased on November 22, 2024, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 14th day of May, 2025.

Frances Courtney Huff
Executor/Administrator
116 Trask Lane
Stillwater, NY 12170
5:30; 6:6,13,20-2025

MDJ-4247 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

All creditors of the estate of Drexel S. Fuller, deceased, of Cobb County, Georgia, are hereby notified to render in their demands against said estate to the undersigned, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 14th day of May, 2025.

Jennifer Kelli Sellers
Executor
111 Janette Street
Canandaigua, GA 30114
5:29; 6:13,20-2025

MDJ-4257 GPN-07
NOTICE TO DEBTORS AND CREDITORS
STATE OF GEORGIA

IN RE: ESTATE OF BARBARA SUE STACKPOLE
All Creditors of the Estate of BARBARA SUE STACKPOLE, deceased on November 22, 2024, late of Cobb County, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 14th day of May, 2025.

Lauren Beasley, Esq.
Administrator for the Estate of Barbara Sue Stackpole
244 Roswell Street
Suite 700
Marietta, GA 30060
5:30; 6:6,13,20-2025

MDJ-4261 GPN-07
NOTICE TO DEBTORS AND CREDITORS
COUNTY OF COBB

RE: Estate of Dorothy Ellison Russell
All creditors of the estate of Dorothy Ellison Russell, late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 14th day of May, 2025.

Janice Russell
Executor
P.O. Box 1568
Dallas, GA 30132
5:30; 6:6,13,20-2025

MDJ4484 gpn07
STATE OF GEORGIA
COUNTY OF COBB
NOTICE TO DEBTORS AND CREDITORS
All creditors of the Estate of SUSAN

8025 Debtors and Creditors

VASHTIA BREEDEN VERZONE, deceased, late of Cobb County, Georgia, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 4th day June, 2025.

SAMS & COLE, LLC
c/o H. Brian Sams
Georgia Bar No. 624112
Attorney for Michael Kilpatrick Verzone,
Executor of the Estate of Susan Vashti
Breedren Verzone, Deceased
2809 Lassiter Road, Suite 100
Marietta, Georgia 30062-5682
(770) 552-4727 phone
(770) 552-2775 fax
brian.sams@samsco.com
6:13,20,27;7:4,2025

MDJ-4283 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Sandra Louise Chatham Bedingfield late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 27th day of June, 2025.

Name: Mark P. Bedingfield
Title: Executor
Address: 3735 Bierstadt Lake Ct, Colorado Springs, CO 80924
6:6,13,20,27-2025

MDJ-4284 GPN-7
Notice to Debtors and Creditors
All creditors of the estate of Burin Thomas Flanagan late of Cobb County, deceased, are hereby notified to render in their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned.

This 28th day of May, 2025

Name: Robert Flanagan
c/o Scott B. Fields, Esq.
Title: Administrator
Address: 1215 Hightower Trail, C-100, Atlanta, GA 30350
6:6,13,20,27-2025

MDJ-4285 GPN-7
Notice to Debtors and Creditors
All creditors of



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: August 4, 2025

TITLE: **Central Business District Project Application: 2785 Watts Dr**
 Consideration to review a Central Business District project application request to construct a residential development consisting of eight (8) detached dwelling units on 0.363 +/- acres located at 2785 Watts Drive (Parcel #20013900580). Case #CBD2025-03

Summary:

Consideration to review a CBD project application for the construction of a residential development on 0.363 +/- acres consisting of eight (8) detached dwelling units at 2785 Watts Drive (Parcel #20013900580). The applicant went before the Kennesaw Downtown Development Authority (KDDA) on July 11, 2025, where the application was unanimously approved. On July 18, 2025, the application went before the Historic Preservation Commission where it was unanimously approved with conditions.

Recommendation:

Fiscal Impact:

Attachments:

1. CBD2025-03_2785 Watts Drive_Application Packet
2. CBD2025-03_2785 Watts Drive_2014 CBD Concept Site Plan
3. 07-11-25 Kennesaw Downtown Development Authority Meeting Minutes
4. 07-18-25 Historic Preservation Commission Draft Minutes



CENTRAL BUSINESS DISTRICT PROJECT APPROVAL

Date Received 05/06/25

Staff's Initials CMC

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

A minimum of one consultation to review project concept and factors to consider in the planning & design phase prior to initial site plan and architectural review, submission and hearing before the Mayor and Council is mandatory.

Date Received _____

Staff's Initials _____

Procedures for filing for CBD Approval:

1. Original application completed, signed and notarized
2. Application must be filled out completely, signed and returned to the Zoning Administrator
3. Copy of Business Plan
4. Copy of warranty deed that reflects the current property owner
5. Copy of site plan with proposed project consistent with the Kennesaw Design Guidelines
6. Completed application and supporting documents listed on one Flash Drive or email to zoningdept@kennesaw-ga.gov in PDF format

CBD Approval Process:

1. Submittal to KDDA for review and comment
2. Submittal to HPC for Certificate of Appropriateness (if in HPC district) not in HPC district comments only required from HPC
3. Review/ Approval by Mayor and Council

PROPERTY ADDRESS 2785 WATTS DRIVE, KENNESAW, GA

Land Lot 139, 70th District Tax Parcel 20013900580 Lot Size 15,812 SF Present Zoning C3, CBD

Proposed Project for Property

Land development and new building construction of eight (8) new homes. The site and buildings to be consistent with CBD Architecture.
Add additional sheet if necessary SEE ATTACHED BUSINESS PLAN

APPLICANT 2785 WATTS Holdings, LLC

APPLICANT EMAIL [REDACTED]

Applicant address [REDACTED]

(Fax #) N/A (Work #) [REDACTED] (Cell #) [REDACTED]

Applicant Signature Eric L. McConaghy - manager

Signed, sealed and delivered in presence of: [Signature] 5/6/2025
Notary Date

TITLEHOLDER: 2785 WATTS Holdings, LLC Telephone: [REDACTED]

Address: [REDACTED]

Signature Eric L. McConaghy - manager

Signed, sealed and delivered in presence of: [Signature] 5/6/2025
Notary Date



CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

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

N/O

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 5th day of MAY, 2025

Eric L. McCaraghy
Applicants Signature

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

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



CENTRAL BUSINESS DISTRICT PROJECT

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.

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



CENTRAL BUSINESS DISTRICT PROJECT

CBD Project Administratively approved by:

Darryl Simmons, Planning & Zoning Administrator

Date: _____

- ☐ APPROVED
- ☐ REQUIRES KDDA APPROVAL
- ☐ REQUIRES HPC APPROVAL
- ☐ MAYOR AND COUNCIL

KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY:

Hearing Date: _____

Recommendation: see attached minutes

Signature Kennesaw Downtown Development Authority:

HISTORIC PRESERVATION COMMISSION:

Hearing Date: _____

Recommendation: see attached minutes

Signature Historic Preservation Commission

KENNESAW MAYOR AND COUNCIL:

Hearing Date: _____ see attached minutes



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Notes to Clerk of Superior Court:

When recorded, please return this document to: Cutler & Schulman, P.C., Attorneys at Law, 1600 South Cobb Drive, Suite 100, Marietta, Georgia 30060 att 770-429-9242

File #

LIMITED WARRANTY DEED

6/20
STATE OF GEORGIA,
COUNTY OF COBB

THIS INDENTURE made this 20th day of July, 2014, between

JEP, LLC, a Georgia limited liability company, as Grantor, and

2785 Watts Holdings, LLC, a Georgia limited liability company, as Grantee.

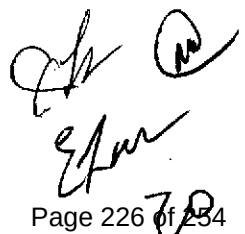
(In this deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there is more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the name shall be considered as well to mean the heirs, executors, administrators, successors, representatives and assigns of the same.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell and convey, unto the said GRANTEE, the following described property:

ALL THAT TRACT OR PARCEL OF LAND BEING IN LAND LOT 139, 20TH DISTRICT, 2ND SECTION, IN THE CITY OF KENNESAW, COBB COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT #4 REBAR FOUND AT THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY OF LEWIS STREET (HAVING A VARYING RIGHT-OF-WAY WIDTH) AND THE WESTERLY RIGHT-OF-WAY OF DALLAS STREET (HAVING A 40 FOOT RIGHT-OF-WAY); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF DALLAS STREET WITH A BEARING OF S 02°08'53" W A DISTANCE OF 364.86 FEET TO A #4 REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY OF DALLAS STREET N 85°14'52" W A DISTANCE OF 183.22 FEET TO A 1 INCH OPEN TOP PIPE (BENT); THENCE S 02°29'09" E A DISTANCE 128.93 FEET TO A 1 INCH CRIMP TOP PIPE; THENCE S 07°59'47" W A DISTANCE OF 66.13 FEET TO A NAIL SET; THENCE WITH A BEARING OF S 39°18'12" E A DISTANCE OF 66.00 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE WITH A BEARING OF S 39°18'12" E A DISTANCE OF 98.50 FEET TO A #4 REBAR SET ON THE NORTHWESTERLY RIGHT-OF-WAY OF WATTS DRIVE (HAVING A VARIABLE WIDTH RIGHT-OF-WAY); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF WATTS DRIVE WITH A BEARING OF S 40°30'42" W A DISTANCE OF 146.30 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY OF WATTS DRIVE WITH A BEARING OF N 43°01'27" W A DISTANCE OF 114.60 FEET TO A POINT; THENCE WITH A BEARING OF N 46°54'39" E A DISTANCE OF 151.76 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.363 ACRES MORE OR LESS AS SHOWN ON SURVEY BY KEVIN N. COONEY, PLS WITH SOUTHLAND ENGINEERING, INC., DATED JULY 23, 2014, A COPY



OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. TOGETHER WITH that certain easement as shown on Exhibit "A" attached hereto and made a part hereof.

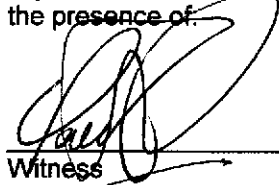
TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any way appertaining to the only proper use, benefit and behoof of Grantee forever, in Fee Simple.

AND THE SAID GRANTOR, for himself, his heirs, assigns, successors, executors and administrators will warrant and forever defend the right and title to the above-described property unto the said GRANTEE, his heirs and assigns against all the lawful claims of all persons claiming by through or under the said GRANTOR, subject to the Permitted Exceptions set out at Exhibit 'B'.

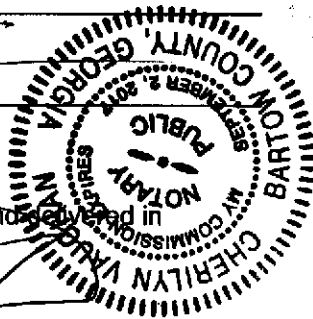
Further, Grantor hereby quitclaims to Grantee, and Grantee's successors, successors-in-title, assigns, heirs and legal representatives, all of Grantor's right, title and interest, if any, in and to any land lying in the bed of any street, road, alley, avenue or right of way adjoining the property herein conveyed, together with all gaps, gores, vaults within or contiguous to said property, together with any and all easements serving said property, to have and hold said property and any and all of the rights, members and appurtenances thereof to the same being, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee and Grantee's successors, successors-in-title, assigns, heirs and legal representatives, free and discharged of any claim of Grantor.

IN WITNESS WHEREOF, the said Grantor has herewith set his hand and seal the day and the year first above written.

Signed, Sealed and delivered in
the presence of:


Witness

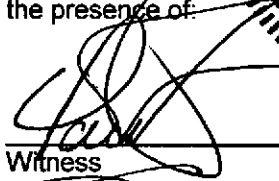

Notary Public



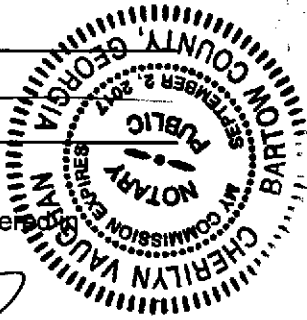
JEP, LLC

BY:  (LS)
PACE/HALTER, Member/Manager

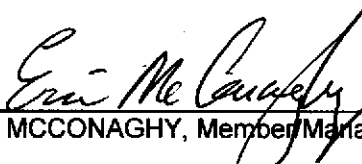
Signed, Sealed and delivered in
the presence of:


Witness

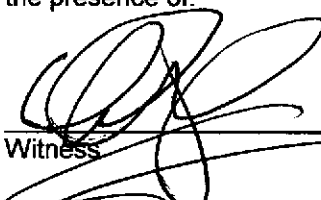

Notary Public



JEP, LLC

BY:  (LS)
ERIC MCCONAGHY, Member/Manager

Signed, Sealed and delivered in
the presence of:


Witness


Notary Public



JEP, LLC

BY:  (LS)
JOHN SHELLEY, Member/Manager

Access Easement

That certain perpetual, non-exclusive Access Easement reserved in that certain Quit Claim Deed from JEP, LLC as "Grantor" and KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY as "Grantee" dated July 30, 2014, further bounded and described as follows.

ALL THAT TRACT OR PARCEL OF LAND BEING IN LAND LOT 139, 20TH DISTRICT, 2ND SECTION, IN THE CITY OF KENNESAW, COBB COUNTY, GEORGIA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT #4 REBAR FOUND AT THE INTERSECTION OF SOUTHERLY RIGHT-OF-WAY OF LEWIS STREET (HAVING A VARYING RIGHT-OF-WAY WIDTH) AND THE WESTERLY RIGHT-OF-WAY OF DALLAS STREET (HAVING A 40 FOOT RIGHT-OF-WAY); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF DALLAS STREET WITH A BEARING OF S 02°08'53" W A DISTANCE OF 364.86 FEET TO A #4 REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY OF DALLAS STREET N 85°14'52" W A DISTANCE OF 183.22 FEET TO A 1 INCH OPEN TOP PIPE (BENT); THENCE S 02°29'09" E A DISTANCE 128.93 FEET TO A 1 INCH CRIMP TOP PIPE; THENCE S 07°59'47" W A DISTANCE OF 66.13 FEET TO A NAIL SET; THENCE WITH A BEARING OF S 39°18'12" E A DISTANCE OF 66.00 FEET TO A POINT; THENCE WITH A BEARING OF S 46°54'39" W A DISTANCE OF 151.76 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING;

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED; THENCE WITH A BEARING OF S 43°01'27" E A DISTANCE OF 114.60 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF WATTS DRIVE (HAVING A VARYING WIDTH RIGHT-OF-WAY); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF WATTS DRIVE WITH A BEARING OF S 40°30'42" W A DISTANCE OF 42.97 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY OF WATTS DRIVE WITH A BEARING OF N 43°01'27" W A DISTANCE OF 131.36 FEET TO A POINT; THENCE WITH A BEARING OF N 00°04'08" E A DISTANCE OF 46.14 FEET TO A POINT; THENCE WITH A BEARING OF N 45°37'42" E A DISTANCE OF 35.76 FEET TO A POINT; THENCE WITH A BEARING OF S 00°04'08" W A DISTANCE OF 35.98 FEET TO A POINT; THENCE WITH A BEARING OF S 43°01'27" E A DISTANCE OF 20.19 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.155 ACRES MORE OR LESS AS SHOWN ON SURVEY BY KEVIN N. COONEY, PLS WITH SOUTHLAND ENGINEERING, INC., DATED JULY 23, 2014.

Exhibit "A-1"

Plat of Survey BY KEVIN N. COONÉY, P.L.S.,
SOUTHLAND ENGINEERING, INC., DATED JULY 23, 2014

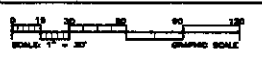
A handwritten signature in black ink, appearing to read 'K. Cooney', with a checkmark above it.

SOUTHLAND ENGINEERING
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
114 OLD HILL ROAD, CARTERSVILLE, GA 30120
PHONE: 770.387.5440 FAX: 770.387.5151

JEP, LLC
LOCATED IN LAND LOT 139,
20TH DISTRICT, 2ND SECTION,
CITY OF KENNESAW,
COBB COUNTY, GEORGIA
TAX PARCEL: C0050002014
ADDRESS: 2785 WATTS DRIVE
KENNESAW, GEORGIA

FINAL PLAT FOR:

DATE: JULY 22, 2014 REV: 7/24/14 JOB NO: 14017
DATE OF FIELDWORK: MARCH 14, 2014



AREA TABLE

LOT	SQ. FT.	ACRES
1077	12,317	0.282
1078	15,787	0.360
1079	30,360	0.704
1080	65,667	1.507

LINE TABLE

LINE	BEARING	LENGTH
11	S29°02'00"W	51.97
12	S29°02'00"W	23.97
13	S29°02'00"W	32.97
14	S29°02'00"W	36.75
15	S29°02'00"W	39.95
16	S29°02'00"W	42.95
17	S29°02'00"W	39.95

SURVEYOR
SOUTHLAND ENGINEERING, INC.
ATTN: MR. KEVIN COONEY
114 OLD HILL ROAD
CARTERSVILLE, GEORGIA 30120
PHONE: 770.387.5440
FAX: 770.387.5151

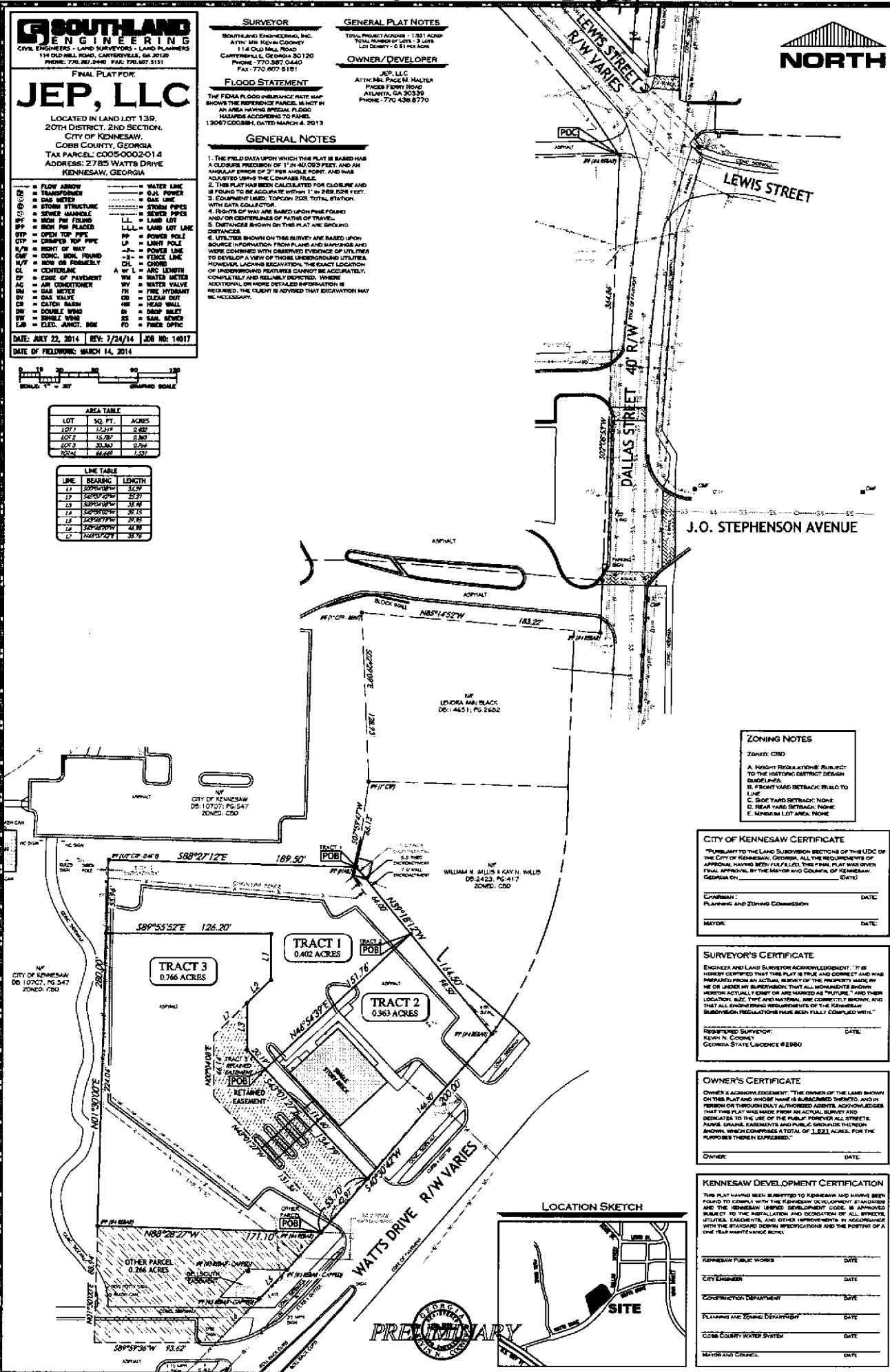
GENERAL PLAT NOTES
TOTAL PROJECT ACRES: 1.581 ACRES
TOTAL NUMBER OF LOTS: 3 LOTS
LOT COVERY: 0.8148 ACRES

OWNER/DEVELOPER
JEP, LLC
ATTN: MR. PAGE M. HALTER
PACES FERRY ROAD
ATLANTA, GA 30339
PHONE: 770.438.8770

FLOOD STATEMENT
THE FEMA FLOOD INSURANCE RATE MAP
SHOWS THE REFERENCE PARCEL, IS NOT IN
AN AREA HAVING SPECIAL FLOOD
HAZARDS ACCORDING TO PARCEL
13067 C000001, DATED MARCH 8, 2013

GENERAL NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSEST PRECISION OF 1" IN 40,000 FEET, AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS ADJUSTED UPON THE COMPARIS RULE.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 288,000 FEET.
3. EQUIPMENT USED: TOPCON 502L TOTAL STATION WITH DATA COLLECTOR.
4. RIGHTS OF WAY ARE BASED UPON PINE FENCES AND/OR CENTERLINES OF PAVED OR TRAVEL.
5. DISTANCES SHOWN ON THIS PLAT ARE SINGLED DISTANCES.
6. UTILITIES SHOWN ON THIS SURVEY ARE BASED UPON SOURCE INFORMATION FROM PLANS AND MAPS AND WERE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND UTILITIES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.



ZONING NOTES
ZONED: CDD
A. HEIGHT REGULATIONS: SUBJECT TO THE HISTORIC DISTRICT DESIGN GUIDELINES.
B. FRONT YARD SETBACK: NONE
C. SIDE YARD SETBACK: NONE
D. REAR YARD SETBACK: NONE
E. MINIMUM LOT AREA: NONE

CITY OF KENNESAW CERTIFICATE
"PURSUANT TO THE LAND SUBDIVISION SECTION OF THE 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)"

CHAIRMAN: _____ DATE: _____
PLANNING AND ZONING COMMISSION
MAYOR: _____ DATE: _____

SURVEYOR'S CERTIFICATE
ENGINEER AND LAND SURVEYOR ACKNOWLEDGEMENT: "I DO HEREBY CERTIFY 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 INFORMATION SHOWN HEREON ACTUALLY EXIST OR ARE BASED 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."

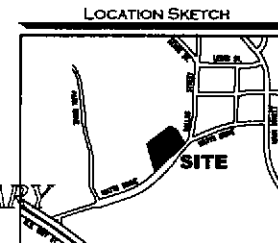
SUBMITTED SURVEYOR: _____ DATE: _____
KEVIN N. COONEY
GEORGIA STATE LICENSE #2980

OWNER'S CERTIFICATE
OWNER'S ACKNOWLEDGEMENT: "THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN TESTIMONY WHEREOF, I HAVE SIGNED AND DECEASED, AND I HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATED TO THE USE OF THE PUBLIC FOR THE PURPOSES OF THE PLAT, GRANTS, EASEMENTS AND PUBLIC UTILITIES THEREON, WHICH COMPREHENDS A TOTAL OF 1.581 ACRES, FOR THE PURPOSES THEREIN EXPRESSED."

OWNER: _____ DATE: _____

KENNESAW DEVELOPMENT CERTIFICATION
THIS PLAT HAVING BEEN SUBMITTED TO KENNESAW AND HAVING BEEN FOUND TO COMPLY WITH THE KENNESAW DEVELOPMENT STANDARDS AND THE KENNESAW UNIFIED DEVELOPMENT CODE, IS APPROVED SUBJECT TO THE INSTALLATION AND DECOMMISSION OF ALL STRUCTURAL UTILITIES, EASEMENTS, AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE STANDING ZONING, PRESCRIPTIONS AND THE PORTION OF A ONE YEAR MAINTENANCE BOND.

KENNESAW PUBLIC WORKS: _____ DATE: _____
CITY ENGINEER: _____ DATE: _____
CONSTRUCTION DEPARTMENT: _____ DATE: _____
PLANNING AND ZONING DEPARTMENT: _____ DATE: _____
COBB COUNTY WATER SYSTEM: _____ DATE: _____
MAYOR AND COUNCIL: _____ DATE: _____

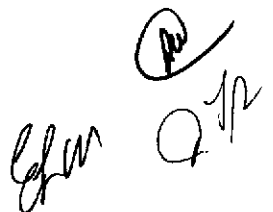


BK: 15174 PS: 4064

EXHIBIT 'B'
Permitted Exceptions

All matters affecting caption property as shown on plat recorded in Plat Book Y, Page 194A, Cobb County, Georgia records.

Easement from Wachovia Bank to Georgia Power Company dated July 2, 2003, filed of record August 6, 2003, recorded in Deed Book 13811, Page 2257, Cobb County, Georgia records.

Handwritten signatures and initials in the bottom right corner. There are three distinct marks: a signature that appears to be 'P', another signature that appears to be 'Q', and a set of initials 'JP'.

2785 WATTS HOLDINGS, LLC

BUSINESS PLAN

OBJECTIVE: Create a cluster of eight new homes to be built and sold on the land located at 2785 Watts Drive.

CRITERIA: **Architecture:** The design of homes has not been completed as of May 6, 2025 but will be driven to provide homes that are consistent with homes in the CBD; some elements are:

Include design elements found in homes located in the Historic District that demonstrate the historic nature of Kennesaw, GA.

Each home will have a functional porch (designed for use) located adjacent to the front door.

Windows will be a 2 over 1 design as used in other downtown residential construction.

Site Development: Each home will have pedestrian access to public walkways to the downtown of Kennesaw.

On site parking for home owners will be accessed in a rear garage for each home.

Visitor parking will be provided on the site and accessed through a public right of way.

SITE CONCEPT PLAN: Attached

SCHEDULE: Deliver homes for occupancy in early 2026.

THE WATTS

DEVELOPMENT PLAN

Design and construct eight detached homes for sale on a site located at 2785 Watts Drive, Kennesaw, GA.

SITE: The site has 146 feet of frontage on Watts Drive and the depth varies from 114 feet to 99 feet.

The existing topography is essentially level and is approximately 4' higher in elevation than Watts Drive.

The site has water, sewer and power on or adjacent to the site. The stormwater is managed through an underground system shared with a neighboring lot.

The site will be developed using a compact urban plan with pedestrian access via a sidewalk along Watts Drive and indoor parking at the rear of each home. The site will provide 3 visitor parking spaces.

The property line along Watts Drive will be defined with a low stone wall consistent with the stone material walls across Watts Drive and around the landscape of the town hall.

The rear property line will have a fence screening the site from the neighbors parking lot.

BUILDING DESIGN:

All eight homes are designed to be consistent with the design guidelines of the Kennesaw Historic Preservation Commission (HPC).

Design features of each home:

Front porch - functional

2 car rear entry garage

Exterior finish will be a combination of masonry and siding material.

Homes will have similar exterior features but no 2 homes will be identical in elevation design.

No homes face the rear property line (neighboring parking lot).

Square Feet

Home	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
GAA	2,948	2,595	2,235	3,225	2,480	s	2,496	2,496
Living	2,468	2,115	1,755	2,745	2,000	2,000	2,016	2,016

All homes will be a minimum of 3 bedrooms and 3.5 bathrooms; a few of the homes will have the potential of 4 bedrooms and or a flex room (office).

THE WATTS

DEVELOPMENT PLAN - continued

MARKET VALUE

Projected average sale price is \$585,000.00 with a total project sale value of \$4,680,000

DEVELOPMENT ESTIMATED SCHEDULE

City of Kennesaw development approval - Town Council Meeting, August 4, 2025

Land Disturbance Permit approval September 15, 2025

Site construction start September 16, 2025 and completion November 30, 2025.

Building Construction December 1, 2025 through August 15, 2026

MARKETING

The design will appeal to a broad range of buyers such as:

apartment dwellers that desire to stay in downtown Kennesaw and homeowners currently occupying detached homes and will move to have a simpler lifestyle with less property maintenance requirements.

The likely buyers are not defined by age but instead are making lifestyle changes.

Lifestyle Features:

City location

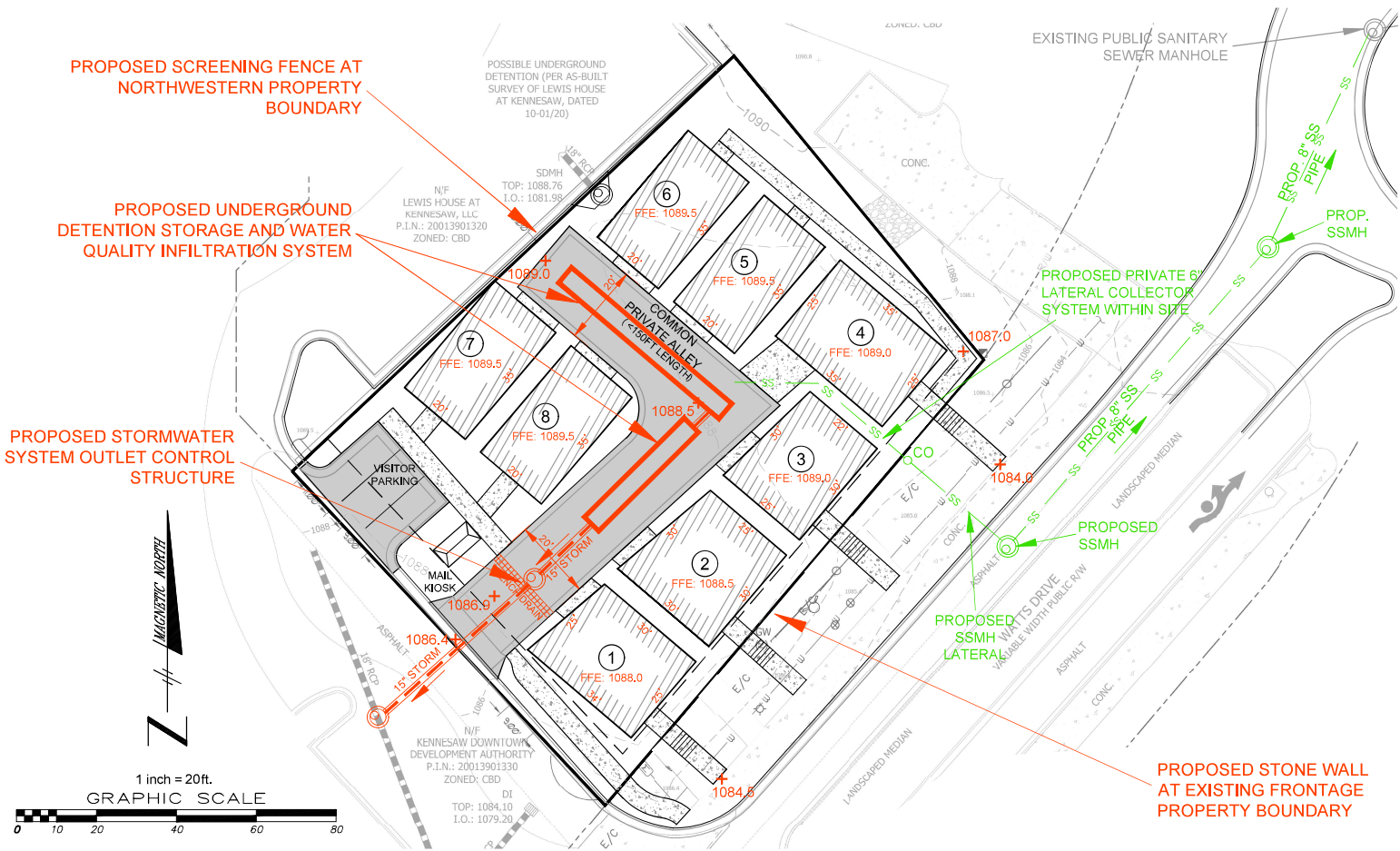
Minimum of 3 bedrooms

Flex space (office / family room)

Option of Master on the main.

Elevator option

- SHADED AREAS REPRESENT
PROPOSED STANDARD DUTY
ASPHALT PAVEMENT
- SHADED AREAS REPRESENT
PROPOSED STANDARD DUTY
CONCRETE PAVEMENT



- GRADING/EARTHWORK NOTES AND SPECIFICATIONS:**
- ALL DRAINAGE STRUCTURES SHALL BE BUILT ACCORDING TO GEORGIA DEPARTMENT OF TRANSPORTATION (CDOT) STANDARDS AND SPECIFICATIONS.
 - SITE CONDITIONS BASED ON SURVEY BY OTHERS. FIELD VERIFY EXISTING CONDITIONS BY DETAILED SITE INSPECTION PRIOR TO SUBMITTING BID AND BEGINNING CONSTRUCTION. IF ANY VARIATIONS ARE ENCOUNTERED NOTIFY THE ENGINEER.
 - COORDINATE WORK WITH OTHER SITE RELATED DEVELOPMENT DRAWINGS.
 - EARTHWORK SHALL BE TO THE LINES AND GRADES SHOWN. ALL STRUCTURAL FILL MATERIALS SHOULD BE FREE OF ORGANIC MATTER, DELETERIOUS OR FROZEN MATERIALS, DEBRIS OF ANY TYPE, OR ROCK FRAGMENTS LARGER THAN FOUR (4) INCHES IN DIAMETER. SATISFACTORY FILL SOILS WILL GENERALLY COMPLY WITH THE USCS DESIGNATIONS OF GW, GP, GM, SM, SW, SP, SC, CL AND/OR ML. OTHER MATERIALS SHOULD BE EVALUATED BY THE GEOTECHNICAL ENGINEER TO DETERMINE ITS SUITABILITY PRIOR TO USING. ALL STRUCTURAL FILL SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AND WITHIN ±3% OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D-698 (STANDARD PROCTOR). ALL STRUCTURAL FILL IN THE UPPER 18" OF PAVEMENTS AND BUILDINGS SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DRY DENSITY AND WITHIN ±2% OF THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY ASTM D-698 (STANDARD PROCTOR).
 - THE CONTRACTOR SHALL REMOVE ALL DEBRIS INCLUDING PAVEMENT, CONCRETE, AND UNSUITABLE MATERIAL FROM THE SITE. ALL AREAS UNDER EXISTING PAVEMENT SHALL BE SCARIFIED BEFORE PLACING STRUCTURAL FILL MATERIAL.
 - ALL PROPOSED CUT OF FILL SLOPES TO BE 2:1 OR FLATTER.
 - ANY EXISTING PIPES ARE TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
 - ALL STORM SEWER MANHOLES LIDS AND DRAINAGE STRUCTURES SHALL BE 1/4" BELOW FINISHED PAVEMENT AND SHALL HAVE TRAFFIC RATED RING AND COVERS. LIDS SHALL BE LABELED "STORM SEWER".
 - CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
 - CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES IN PAVED AND NATURAL AREAS AND ENSURE POSITIVE DRAINAGE TO COLLECTION STRUCTURES. PROPOSED ONSITE BUILDINGS AND ASSOCIATED FOUNDATION STRUCTURES TO BE DESIGNED TO ENSURE ALL APPLICABLE BUILDING CODES RELATED TO DRAINAGE AND SLOPES AWAY FROM BUILDINGS ARE ACCOMMODATED. DESIGN OF STRUCTURE MAY REQUIRE FOUNDATION OR BASEMENT WALLS TO PROVIDE ADEQUATE DRAINAGE.
 - ALL SPOT ELEVATIONS SHOWN ARE TO THE BOTTOM FACE OF CURB UNLESS OTHERWISE STATED.
 - EROSION CONTROL MEASURES ARE TO BE ACCOMPLISHED PRIOR TO ANY OTHER CONSTRUCTION ON THE SITE AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
 - PROPOSED STORMWATER DETENTION SYSTEM TO REMAIN OFFLINE AND SEALED CLOSED UNTIL ENTIRE SITE IS STABILIZED WITH VEGETATION OR IMPROVEMENTS SUCH THAT NO SEDIMENT REACHES THE SYSTEM.
 - CUT/FILL CALCULATIONS:**
TOTAL SITE CUT = 500 CY
TOTAL SITE FILL = 750 CY
NET "HAUL IN" = 250 CY

HAUL ROUTE PERMIT WILL BE REQUIRED/APPROVED PRIOR TO ISSUANCE OF LAND DISTURBANCE PERMIT. ABOVE EARTHWORK QUANTITIES ARE APPROXIMATE AND ARE TO BE CONFIRMED BY ADDITIONAL ANALYSIS PRIOR TO CONTRACTOR BIDDING.

(INCLUDES DEMOLITION DEBRIS, EARTHWORK QUANTITIES TO BE VERIFIED BY CONTRACTOR PRIOR TO BIDDING)

GRADING AND DRAINAGE PLAN

FOR

2785 WATTS DRIVE

LAND LOT 14, 14TH DISTRICT

TAX ID: 20013900580

THE CITY OF KENNESAW, COBB COUNTY, GA

1	ISSUED FOR REVIEW	5/1/2025
No.	Revision/Issue	Date

JVG

Civil Engineering

1309 Arnold Ave, NE
Atlanta, GA 30324
770-402-3471

DEVELOPER:

CONTACT:

Project	250407	Sheet	
Date	4/7/2025		C4
Scale	1"=20'		

ENGINEER CONTACT:

JONATHAN HICKS, P.E.
JVG CIVIL ENGINEERING, INC.
1309 ARNOLD AVENUE, NE
ATLANTA, GA 30324
PH: 770-402-3471
FAX: 404-487-8982



BEFORE ANY EXCAVATION WORK BEGINS OR ANY WORK BEGINS WITHIN TEN(10') FT. OF OVERHEAD POWER LINES OF 750 VOLTS OR MORE, NOTIFICATION MUST BE MADE TO THE UTILITIES PROTECTION CENTER (UPC) AT TELEPHONE NUMBER 811 PER O.C.G.A. § 25-9-1 (2007)



WATT

2785 WATTS DR, KENNESAW, GA 30144



404.989.9892
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STREET ELEVATION 3
316' x 14'

SITE 5

SITE 6



SITE 4

SITE 5

SITE 6

3D View 8

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3D View 5



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PERSPECTIVE 2



PERSPECTIVE 3

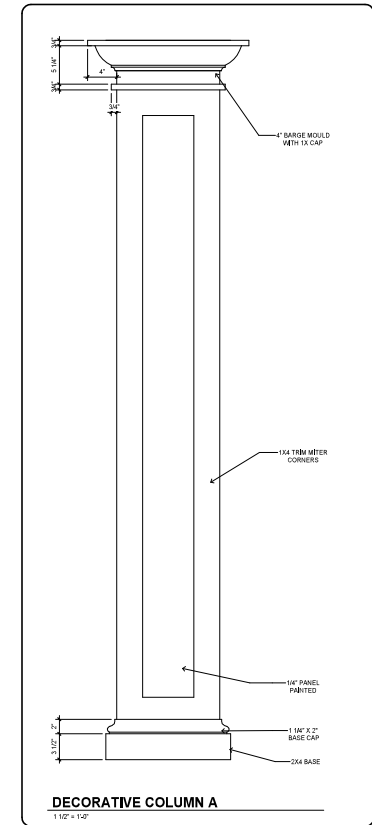
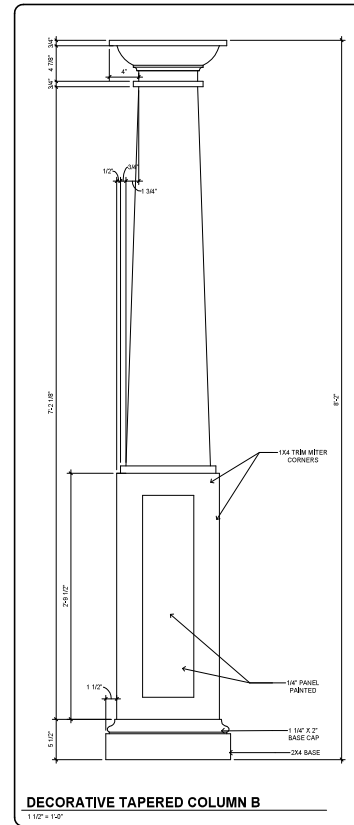
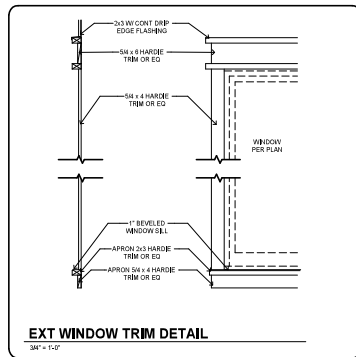
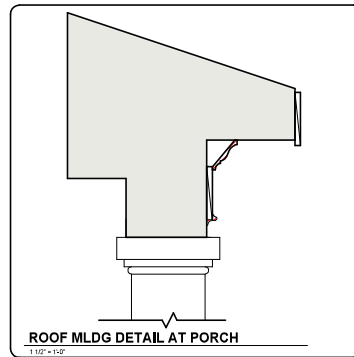
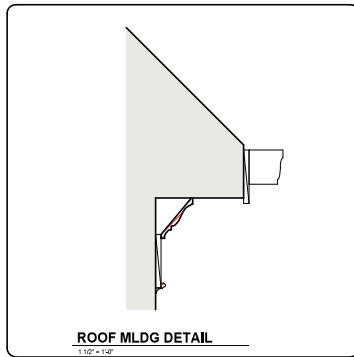
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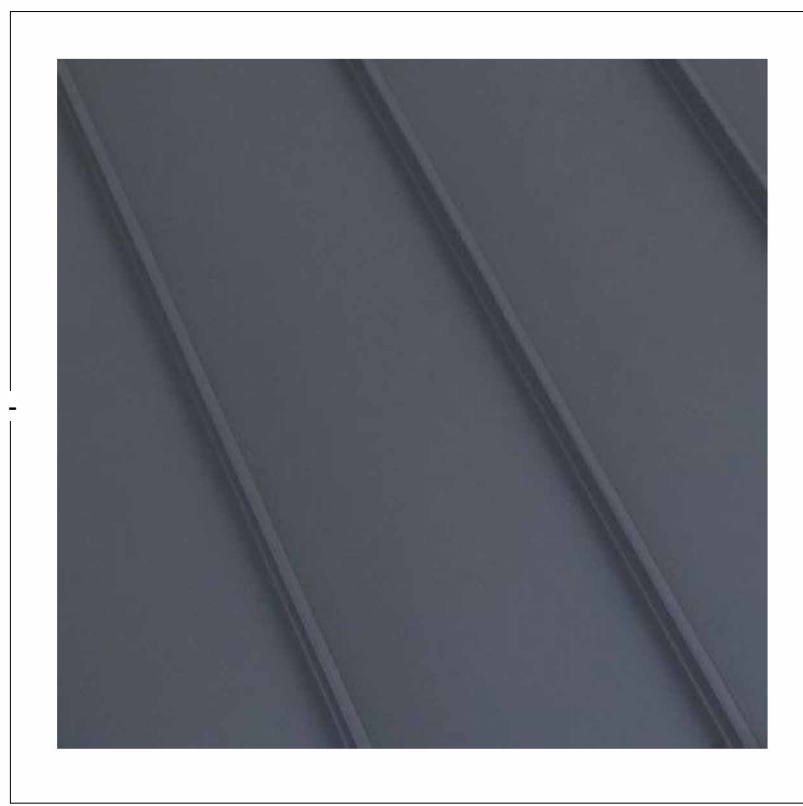


EXTERIOR HALF LITE DOOR w/
TRANSOM. 6 PANE OVER 2 PANEL

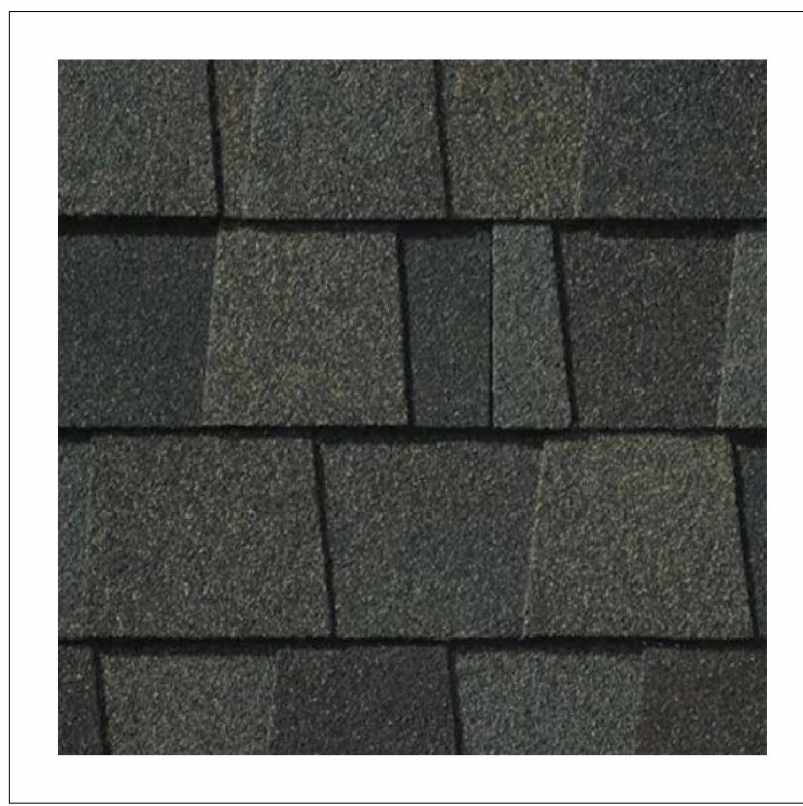
ALUMINUM CLAD 2/2 DH
WINDOWS w/ BRICK MOLD, TYP

FRONT ELEVATION SITE 4

3/8" = 1'-0"



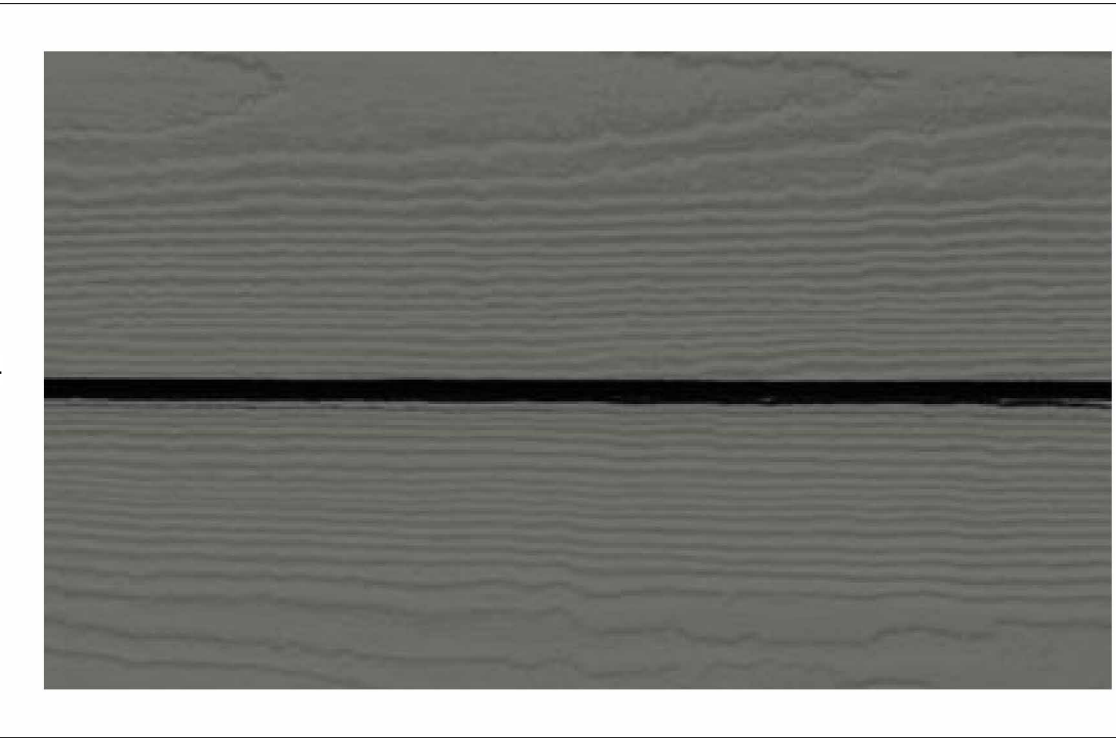
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5 TAB ARCHITECTURAL ASPHALT SHINGLE - COLOR TBD



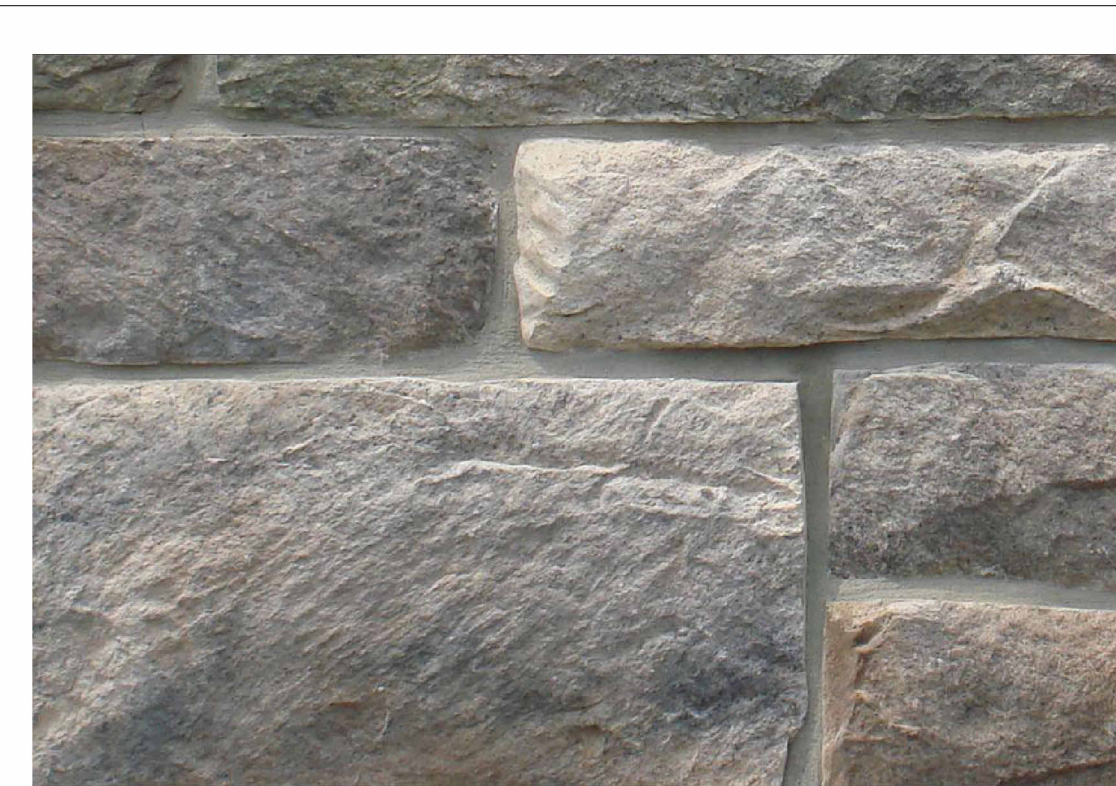
CEMENT BOARD WOOD LOOK SHAKE SIDING - COLOR TBD



CEMENT BOARD WOOD LOOK LAP SIDING - COLOR TBD



BRICK - COLOR TBD



FIELDSTONE RETAINING WALL - COLOR TBD



EXTERIOR HALF LITE DOOR w/
TRANSOM. 6 PANE OVER 2 PANEL

ALUMINUM CLAD 2/2 DH
WINDOWS w/ BRICK MOLD, TYP

FRONT ELEVATION SITE 5

3/8" = 1'-0"

THE WATTS

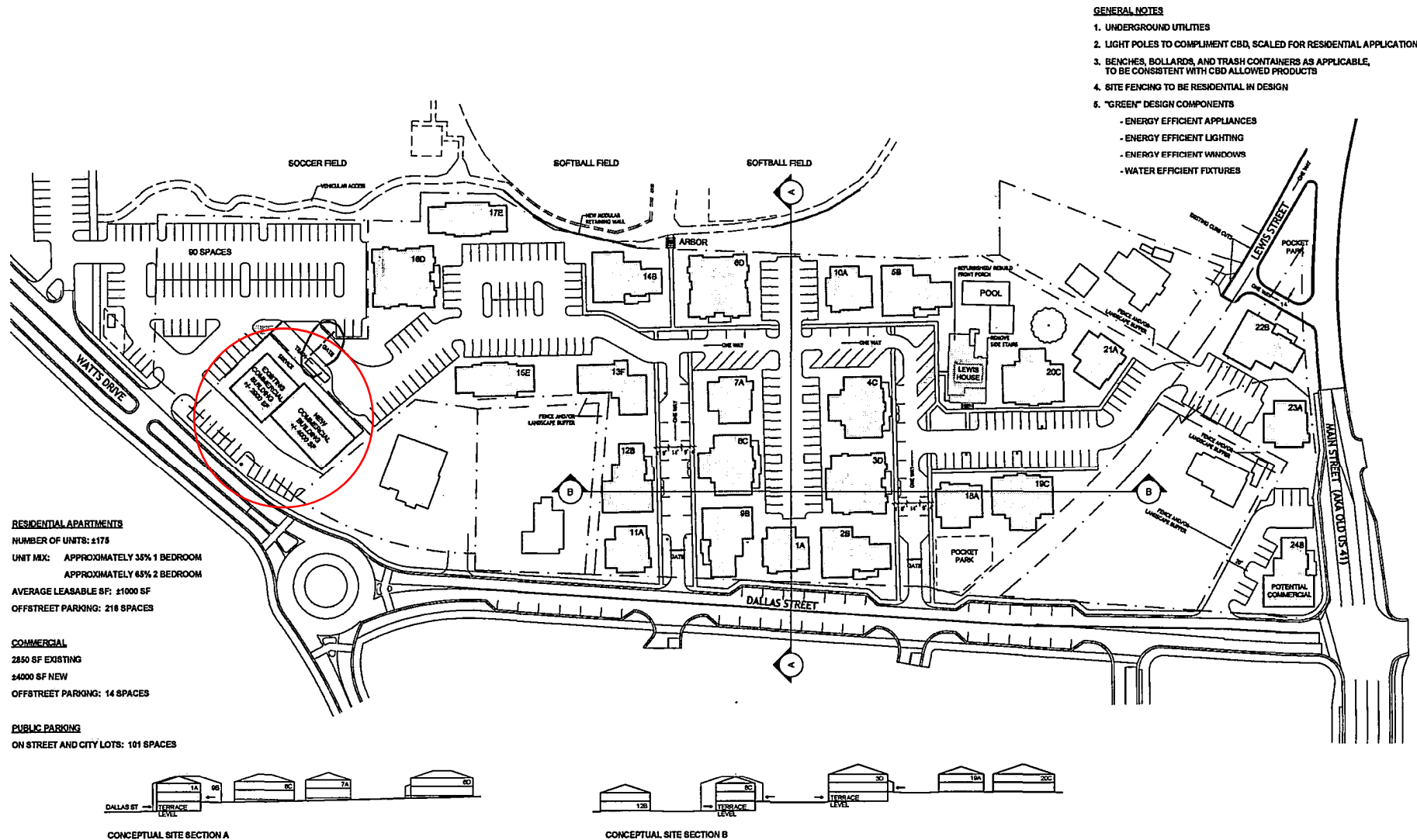
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New



DALLAS & MAIN
 KENNESAW, GEORGIA
 05/09/2014

CONCEPTUAL SITE PLAN



CROFT
 & ASSOCIATES
 ARCHITECTURE

MINUTES OF KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
July 11, 2025
7:30 AM

Present	Chair Mark Allen Vice Chair Ian Coats Treasurer Leslie Patton Lexie Newhouse Nimesh Patel
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1. Call to Order / Roll Call

Mark Allen called the meeting to order at 7:30 am.

KDDA members present: Mark Allen, Lexie Newhouse, Leslie Patton, Ian Coats, Nimesh Patel

KDDA members absent: Mary Jo Groeneveld

Staff members present: Luke Howe, Miranda Taylor

2. Approval of the Meeting Minutes

A. Draft meeting minutes - 6.13.25

The board reviewed draft minutes from the June 13 meeting. Nimesh Patel made a motion to approve. Lexie Newhouse seconded the motion. The motion passed 5-0.

3. Financial Report

A. Financial report as of 6.30.25

Leslie Patton presented the financial report with an ending balance of \$113,664.94. Lexie Newhouse made a motion to approve and was seconded by Ian Coats. The motion passed unanimously.

B. Review of open invoices

No action required as legal invoice statements were received with a zero balance.

4. Old Business

5. New Business

A. CBD Application: 2785 Watts Drive

This item was taken out of order, following the Call to Order, out of respect for the applicant's time.

Mr. Eric McConaghy presented the CBD application for 2785 Watts Drive on behalf of the property owner, Watts Holdings. He distributed hard copies of an updated business

plan to the KDDA members for their review during his presentation. A copy of the updated business plan will be added to the online packet for the record. The CBD application proposes construction of 8 detached single family homes on the parcel located at 2785 Watts Drive. The applicant has presented the parcel to several commercial users over the years but has not been successful in reaching an agreement with any clients, so he has shifted to a residential use. This application is scheduled to be heard by HPC in July and Mayor & Council in August. If successfully approved by all groups, the applicant indicated construction would begin in November.

Ian Coats asked if there was a plan to relocate the overhead electrical wires along the front of the property. Mr. McConaghy stated that those electrical lines are in the right-of-way and he would not be able to relocate them. Ian also inquired about the timing of the application - why shift to a residential use now after holding the property for so long? Mr. McConoghy stated that he has a desire to develop the vacant lot and bring a quality product to downtown and he was inspired by the housing he's observed in quaint small towns in the northeast.

The board reviewed the updated business plan. There were no further questions for the applicant. Based on the updated business plan submitted by the applicant, Ian Coats made a motion to approve the CBD application as presented. Leslie Patton seconded the motion. The motion passed with a vote of 5-0.

B. Election of KDDA Vice-Chair

Nimesh Patel nominated Ian Coats to serve as Vice-Chair; Ian accepted the nomination. Nimesh Patel made a motion to appoint Ian Coats as Vice-Chair of KDDA. Leslie Patton seconded the motion. The motion passed with a vote of 4-0, with Ian Coats abstaining.

C. Appointment of additional check signer

Miranda Taylor explained the need for an additional check signer for KDDA. It does not have to be an officer, but should be a KDDA member who is available to sign checks in a timely manner. Lexie Newhouse made a motion to appoint Leslie Patton as an additional check signer. Nimesh Patel seconded the motion. The motion passed 4-0 with Leslie Patton abstaining.

6. Main Street Program Updates

Miranda Taylor reminded the board of the requirement for each board member to complete 2 hours of training and shared online resources available through Georgia Main Street. Mark Allen asked board members to try to make progress in this area by the next meeting to ensure we meet the requirements for our annual assessment.

7. Public Comments

Tracey Viars commented on the Farmers Market and said to keep doing a great job with this event! She also thanked the board for their continued support of KDMA and the First Friday concerts, as these have been well attended and a great event for downtown.

Donovan Giardina commented and asked if we would work on locking the portapotty at the Farmers Market; it is often used by nearby construction crews and then is not very clean for our vendors and customers to use. He also stated that he heard many compliments about the days that an officer was onsite to help with pedestrian crossing and requested that we find a way to continue that presence. Board members agreed and asked staff to coordinate with PD.

8. Board Comments

Mark Allen asked the board to consider if they'd like to change the start time of KDDA meetings; we would keep the same day (2nd Friday) but we could push the start time later. He also asked staff to check the lights in the tunnel and Main Street Plaza to be sure they were still scheduled to come on/off as intended.

Ian Coats reported that he attended the Parks & Recreation public meeting last week, and it was well-supported. Lexie Newhouse stated that she also attended and heard many people sharing requests for a playground downtown.

9. Economic Development Director Comments

Luke Howe provided an update on the CBD applications for the projects submitted for 2690 Keene Street and 2861 N. Main. Both were heard by Mayor & Council this week. Luke shared with the board that development overall is slow right now due to the economic uncertainty. Many developers are asking for slow entitlement processes to allow them more time to mitigate risk and ensure project performance. As a department, we are countering this by putting more focus on community/downtown engagement activities (like pop-up events) and business development and retention. Luke also provided an update on the status of the library parcel purchase and the marketing package for the building at 2881 N Main Street.

10. Executive Session

- A. Pursuant to the provisions of O.C.G.A. 50-14-3, the KDDA 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 as provided under O.C.G.A. 50-14-2(1); and/or personnel matters as provided under O.C.G.A. 50-14-3 (4) and/or real estate matters as provided under O.C.G.A. 50-14-3(6).

11. Adjourn

With no further business, the Chair called for a motion to adjourn. Lexie Newhouse made the motion, seconded by Ian Coats. Motion passed unanimously and the meeting was adjourned at 8:05 am.

- A. NOTICE: Any person who desires to appeal any decision from this meeting will need a record of the proceedings, and for the purpose may need to insure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is based. The Agenda is designed to make more efficient use of the KDDA's time. It is not designed to curtail discussion or input. If you need special accommodations to attend or participate in our meetings, please contact City Hall at least 24 hours in advance of the specific meeting you are planning to attend.

[MIN_SIGNATURES]

**MINUTES OF HISTORIC PRESERVATION COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
July 18, 2025
8:00 AM**

1. Call to Order / Roll Call

Chairman Gallagher called the meeting to order at 8:01 a.m.

Roll Call: Patrick Gallagher, Kevin Whipple, Rachel Butler, Andrew Bramlett, and Thomas Neaves

Absent: Sharon Blandford

Staff Present: Darryl Simmons (Planning & Zoning Administrator), Channele Campbell (Assistant Zoning Administrator & City Planner), and Rebecca Goldstein (Community Development Administrative Assistant)

Speakers Present: Eric McConaghy (Applicant), Zach Rubin (Architect), Mary Whitlock (City Resident)

2. Approval of the Meeting Minutes

A. Approval of Meeting Minutes: June 20, 2025

Chairman Gallagher called for a motion

Motion to approve by Commissioner Bramlett

Seconded by Commissioner Butler

Chairman Gallagher proceeded with a roll call for approval.

Vote taken, motion unanimously approved 4-0. Motion carried

3. Financial Report

Mr. Darryl Simmons presented the financial report. The financial balance sheet as of June 30, 2025, is unchanged at \$23,398. There have been no expenditures on behalf of the Historic Preservation Commission (HPC) in the last thirty days.

Chairman Gallagher asked if commissioners had any comments on the financial report. Hearing no Commissioner comments, Chairman Gallagher called for a motion.

Motion to approve by Vice Chair Whipple

Seconded by Commissioner Bramlett

Chairman Gallagher proceeded with a roll call for approval.

Vote taken, motion unanimously approved 4-0. Motion carried

4. Old Business

5. New Business

A. Central Business District: 2785 Watts Drive

Consideration to review a Central Business District (CBD) project application to construct a residential development consisting of eight (8) detached dwelling

units on 0.363+/- acres located at 2785 Watts Drive (Parcel #20013900580).
Case #CBD2025-03

Mr. Darryl Simmons introduced this agenda item. This is a consideration to review a central business district project application to construct a residential development consisting of eight detached dwelling units on 0.363 +/- acres on 2785 Watts Drive. Mr. Simmons described the history of the project, explaining that approximately 10 years ago the city approved a seven acre CBD project. The project consisted of the multifamily development now known as Park at Main and two commercial areas, one of which was the property located at 2785 Watts Drive. The original concept for the site was to repurpose a Wachovia Bank, which has since been demolished. In 2014, the developer received approval to replace the bank with a one-story restaurant concept. Mr. Simmons stated that staff would present the project with its larger concept to Mayor and Council and that the current task for the Historic Preservation Commission (HPC) was to evaluate the project against the Historic District Design Standards.

Commissioner Butler asked if property being discussed today was presented ten years ago as just residential or if it included a potential commercial component. Mr. Simmons responded that the lot being discussed today was slated for commercial development. Commissioner Butler asked if there was a percentage of the project required to be commercial. Mr. Simmons responded that the concept had been divided by parcels and that two parcels were identified for commercial use. Mr. Simmons explained that the HPC would be reviewing the project based on its scale, location, and building mass as per the Historic District Standards, and then provide a recommendation to Mayor and Council.

Mr. Simmons yielded the floor to the applicant and their team to walk through the application. Mr. Eric McConaghy stated that his partner, John Shelly, and himself, were part of the original project. They transferred the rights of the residential portion to a developer who built and completed the project. The developer did not close on the commercial portion of the property. Multiple potential buyers were taken to the site over the past 10 years but were either not interested in purchasing or backed out. To put the site to use, the applicant is now proposing residential usage for the property. The applicant wanted to create an attractive project that serves a need and closely follows the Historic District Design Standards. Mr. Zach Rubin from the Foundry House, was selected as the architect for the project. Mr. McConaghy stated that he was sensitive to historic preservation, noting his experience living in historic homes, renovating army barracks, and navigating the process. He stated that Mr. Rubin would be available to answer any technical questions about the process. Mr. McConaghy discussed making considerations for marketability and what would fit with downtown in the design process. Mr. McConaghy added that they had received approval from the Kennesaw Downtown Development Authority (KDDA) for the residential project and stated that he would be happy to answer any questions.

Chairman Gallagher sought confirmation that the HPC was deciding whether the proposed residential project meets HPC guidelines and not whether the property should be residential or commercial. Mr. Simmons confirmed that the HPC would be reviewing

the project for scale, proximity to other buildings, scale, depth, materials, design, and architecture. He explained that the HPC is part of the CBD project approval process and that their review was to determine whether the project meets the historic standards. He also explained that the project background was provided as context to Commissioners who were not on the HPC at the time of the initial approval.

Chairman Gallagher commented that building height was not visible in the plans. He explained that per HPC provision 4.2.02, overall height shall not exceed 45 feet. Chairman Gallagher asked what the building height would be. Mr. Zach Rubin, architect, stated that they could add the height to the elevations and believed that the height was between thirty and thirty-five feet. Commissioner Bramlett asked how the height compared to the Park at Main development and whether the projects would be the same height. Mr. Rubin stated that he did not have an exact scale but estimated that the height would be similar based on the number of stories and roofline. Commissioner Butler commented that the sidewalk to the first building was approximately five feet of grade change, so the height would be the initial five feet plus the building height of thirty to thirty-five feet.

Vice Chair Whipple commented that he did not see a landscape plan and noted that a landscape plan would be required per section 4.01.22. He asked if the materials had been decided on for the fence at the rear of the site plan or if it was just notated on the plans that there would be a fence. Mr. McConaghy responded that some kind of screening would be required between the two properties, but they had not yet designed the fence. He stated that he would have the architect work on the fence design with the landscaping plan. Vice Chair Whipple noted that the relevant sections for the design would be 4.1.08 through 4.1.11. Vice Chair Whipple asked what the proposed roof pitch would be. Mr. Rubin responded that the roofs were a combination of hipped roofs and gable fronts and were about a three and a half over twelve pitch. Vice Chair Whipple stated that section 4.3 applied to the roof pitch. He explained that he was unsure about how strict the HPC would be with the section, but that six over twelve was the required pitch for gabled roofs. Mr. Rubin explained that the lower pitch was to reduce the overall building height.

Vice Chair Whipple asked what the proposed floor to floor height was. Mr. Rubin responded that they were aiming for nine-foot to ten-foot ceiling heights.

Vice Chair Whipple observed that standing seam roof, fiber cement siding, brick, stone, and architectural shingles were being used for the building materials. He asked if those were still intended as the primary materials. Mr. Rubin responded in the affirmative, but welcomed additional feedback from the HPC. Vice Chair Whipple commented that the elevations presented appeared to follow the design guidelines very well and that his main concern was the mass of a three-story building on that corner. He remarked that with additional height information in the next round of submissions, he did not foresee height being a major issue due to the absence of single-family or single-story homes in the surrounding area. Vice Chair Whipple also commented that the multifamily next door to the proposed site looked terrible and had several areas with peeling or missing

paint. He recommended that the applicant use durable fascia boards and soffits.

Chairman Gallagher asked where the applicant intended to place the HVAC units. He commented that the development is very clustered and that it was hard to tell where the HVAC would be placed given that they cannot be visible from the street. Mr. McConaghy responded that they will use the area in front of the garage as well as the six feet between the buildings to screen any air-conditioning condensers and that the rest of the unit will be inside the building. Vice Chair Whipple asked if the same strategy would be used for trash and whether there would be individual trash cans at each unit or a centralized dumpster. Mr. McConaghy responded that they would prefer trash cans at each home as there are eight homes. He noted that they had informal conversations with a collections company and were told a smaller truck could be used. Commissioner Butler read section 4.10.01, which states, "moveable accessory features such as trash receptacles, recycling, must be screened from view from the public right-of-way by the placement to the rear or to the side of the main structure. Fencing, vegetation, or a combination of the two may be used."

Commissioner Bramlett asked if there was six feet between each of the buildings. Mr. McConaghy confirmed.

Commissioner Neaves asked what the depth was on the front porches. Mr. Rubin responded that all front porches are the minimum six-foot depth, but might be slightly larger.

Commissioner Neaves asked Mr. Simmons to explain the setback requirements. He sought clarification about the setback being an average of the setbacks of adjacent properties. Mr. Simmons responded that the build-to line is established for the corridor. He noted that the adjacent properties were Willis Chiropractic, the Black property, the multifamily Parks at Main and a city public facility. The nearest point of reference for setbacks and building height is the Chiropractor. Commissioner Neaves commented that he was having trouble with the setbacks given the Chiropractor is the next closest building, but was set far back from the property line, which is not desirable in the historic design standards. Mr. McConaghy stated that the Willis Chiropractic building was built in the 1970s, potentially before the historic guidelines were in place. He commented that the pattern created by the Chiropractor with a parking lot in the front and a large setback would force any neighboring users to put a parking lot in the front with a large setback, which he does not regard as a favorable outcome.

Commissioner Neaves asked if the parking lot next door was owned by the downtown development authority and whether there were any plans for the property in the future or if it would remain a parking lot. Mr. Simmons responded that the property is remaining a parking lot.

Chairman Gallagher asked where the second commercial lot for the master plan was located. Mr. Simmons responded that it was designated to front Main Street. The development featured residential density in the middle with commercial on Watts Drive to match an existing commercial corridor and commercial on Main Street.

Commissioner Bramlett observed that the front yards for buildings five and six were very close to Willis Chiropractic. He asked if proximity would be an issue if the Willis Chiropractic property was redeveloped, and expressed concern that residents would be looking at a wall. Mr. McConaghy responded that the Willis Chiropractic building was approximately twenty to thirty feet from the two units and they were currently deciding whether to create longer buildings or larger front yards. He stated a fence with greenery would be needed at some point for screening purposes.

Commissioner Neaves asked the applicant to discuss why the sidewalks at the mail kiosk and across the private alley did not align. Mr. McConaghy responded that a sidewalk had been added along the main road for residents to walk to the mail kiosk. He added that they would consider aligning the sidewalks or adding a diagonal crosswalk. Commissioner Neaves expressed concern that residents crossing the private alley to get to the mail kiosk would pose a safety risk to pedestrians, noting that a diagonal crosswalk would be a longer distance for pedestrians to travel compared to a straight crosswalk. Mr. Simmons agreed that the non-alignment of the crosswalk and pedestrian travel distance posed a concern for pedestrian safety. He stated that staff noted the issue in their review.

Vice Chair Whipple observed that the buildings were close together and close to the property line. He asked if the applicant understood the limitations for the number of openings given the proximity between the buildings and to the property. Mr. Rubin responded that he had his project manager contacted the city about windows within proximity to the property line and had received an answer. Vice Chair Whipple noted that the number of allowable openings is limited given property line distance and distance between buildings. He wanted commissioners to be aware that there could be some modifications to the windows and noted to the applicant that blank wall space should be avoided. Mr. Rubin explained that the interior layouts were not yet developed and that once they determine room placement, window placement will likely shift. He expressed a desire to maintain the appearance on the front for the architectural look and noted that the rear and sides would see more movement in window placement.

Commissioner Neaves asked what the setback would be against Watts Drive, noting the presence of a power line. Mr. McConaghy stated that the intent was to be set back a minimum of five feet from the property line. Commissioner Neaves asked how far the powerline was from the property line. Mr. McConaghy responded that he did not know the dimension but that they could put it on the next plan.

Commissioner Butler read section 4.4.05, which states, "an unarticulated surface will not have a vertical or horizontal dimension greater than twenty feet." She commented that the section would be a factor if the units were too close together to add windows. Commissioner Butler also read section 4.4.07, which states, "the reveal or exposure of siding wall will be a minimum of four and one half inches and shall not exceed five inches." She stated that she wanted to ensure that the applicant adhered to the siding requirements.

Vice Chair Whipple summarized that is sounded like the applicant would be willing to submit 100% design development drawings, which would account for comments about a landscaping plan and building articulation, as the interior layouts and architectural site drawings are worked out. The applicant would then again present to the HPC at a future date. Mr. McConaghy agreed, adding that part of the process would also involve the architect consulting with the civil engineer on the design.

Chairman Gallagher commented that he would like to see 50% design drawings to give the applicant input and feedback to avoid having the applicant redo elements of the design for not meeting the historic district design standards. Mr. McConaghy agreed that it would be helpful for them to stay current with the HPC.

Mr. Simmons stated that he reviewed some of the meeting protocols for the HPC, and going forward proposed allowing public comment on CBD projects and new construction projects before the Commission votes on a motion. He invited Chairman Gallagher to open the floor

Commissioner Butler commented that she thought the applicant did a very nice job on designing the residential.

Chairman Gallagher opened the floor for public comment.

Ms. Mary Whitlock stated that she lived adjacent to the property at the rear of the proposed site. She stated that she liked the architectural design but thought the proposed dwelling units were too closely spaced, similar to the layout of Galt Commons. Ms. Whitlock was unsure whether the project was the right thing for the property but noted that it was for the City to decide. She added that she believed the Commissioners' comments had been perfect and that she did not have any additional comments not already touched on.

Hearing no other public comments, Chairman Gallagher closed the floor to public comment.

Chairman Gallagher asked for any additional commissioner comments. Hearing no additional Commissioner comments, Chairman Gallagher called for a motion.

Motion by Vice Chair Whipple to approve with the following condition:

The applicant shall submit for review a 50% set of drawings including architectural and site drawings with special attention to the following items:

1. Landscape plan;
2. Fencing material and height;
3. Roof pitch;
4. Overall building height;
5. Floor-to-floor height;
6. Mechanical and trash receptacle screening;
7. Attention to setbacks, distances between units, and impact on window arrangement and design;
8. Sections 4.4.05 and 4.406 of the Historic District Design Standards.

Seconded by Commissioner Neaves
Chairman Gallagher proceeded with a roll call for approval
Vote taken, motion unanimously approved 4-0. Motion carried.

Mr. McConaghy thanked the Commission for their time and guidance.

6. COAA Approval by City Staff and HPC Chair

A. COAA2025-14 - 2840 S Main St

This is a certificate of appropriateness application submitted by Will Underwood for 2840 S Main Street, which is the current location of the 1885 Grill. The city and restaurant owner sought to screen an existing dumpster with a fence between the dumpster and the courtyard. The application was administratively approved on July 2, 2025.

7. Discussion

Vice Chair Whipple commented that Park at Main required exterior maintenance on the soffits and fascia. He also mentioned that there were areas on the backside where entire sections were not painted.

Commissioner Neaves stated that he was out at the site yesterday and saw ladders and individuals painting. Vice Chair Whipple expressed relief that something was being done.

Commissioner Butler commented that she saw a comment in the KDDA minutes relating to a playground in downtown. Several people have asked her if there could be a playground in downtown Kennesaw since it was removed with Chalker Park.

8. Public Comments

9. Staff Comment

Mr. Simmons welcomed Commissioner Neaves to the Commission and stated that staff is happy to have him. He mentioned that there are additional slots to fill on the Commission and asked Commissioners to ask anyone with architectural, historic preservation, or construction background that lives in the City of Kennesaw to submit an application. He explained that staff wants to fill the HPC so they can continue to operate on a monthly basis. Mr. Simmons added that staff would be happy to provide Commissioners with any assistance and expressed his appreciation to the HPC for their work and attention to detail.

10. Adjourn

Chairman Gallagher adjourned the meeting at 8:49 a.m.



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: August 4, 2025
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: August 4, 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