

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC



Council

Madelyn Orochena

Tracey Viars

Jonathon Bothers

Antonio Jones

Anthony Gutierrez-Leon

City Council

Meeting Agenda

February 2, 2026 6:30 PM

Council Chambers

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

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

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1. **Invocation**
 2. **Pledge of Allegiance**
 3. **Call to Order**
 4. **Announcements**
 5. **Presentations**
 6. **Public Comment**
This section is for comment on any item on the agenda.
 7. **Old Business**
 8. **New Business**
 9. **Committee and Board Reports**
 10. **Public Hearing(s)**
 - A. **Ordinance: Chapter 22 Amendments**
Consideration for approval of an Ordinance to amend Chapter 22, entitled, "Businesses" of the Code of Ordinances of the City of Kennesaw, Georgia.
 11. **Consent Agenda**
 - A. **Minutes: January 12, 2026 Work Session**
Approval of the January 12, 2026, City Council work session minutes.
 - B. **Minutes: January 20, 2026 Regular Meeting**
Approval of the January 20, 2026, City Council regular meeting minutes.
 - C. **Cemetery Deed: Section III-71-B**

Authorization for the Mayor to sign a deed for a cemetery lot purchased by Kendra Hughes in the Kennesaw City Cemetery.

12. General and Administrative

A. Resolution: H-GAC Interlocal Contract

Consideration for approval of a Resolution authorizing agreement with Houston Galveston Area Council (HGAC) for cooperative purchasing.

B. Alcohol License: One Stop Gas

Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for One Stop Gas, Inc., located at 2520 Cobb Parkway NW, Kennesaw, GA 30152. Applicant: Dalbag Singh

C. Alcohol License: Kennesaw Mart

Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Mart 2025, Inc., located at 3055 N. Main Street, Kennesaw, GA 30144. Applicant: Zoheb Bhayani.

D. Fiscal Year 2025: Budget Adjustments

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

A. Resolution: Southern Museum Classroom Refresh

Consideration for approval of a Resolution accepting the proposal presented by Gordian for the Classroom Refresh at the Southern Museum.

B. Resolution: Southern Museum Restroom Flooring Replacement

Consideration for approval of a Resolution accepting the proposal presented by Gordian for the replacement of restroom flooring at the Southern Museum.

C. Resolution: Ben Robertson Community Center Flooring Replacement

Consideration for approval of a Resolution accepting the proposal presented by Gordian for the flooring replacement at Ben Robertson Community Center.

16. Recreation and Culture

A. Resolution: Gay Construction GMP for Chalker Park

Consideration for approval of a Resolution amending a contract with Gay Construction as the Construction Manager at Risk (CMAR) for Chalker Park for a Guaranteed Maximum Price (GMP).

17. Community Development

18. Public Comment

This section is for general comment.

19. City Manager's Report

A. Reports, Discussions, and Updates

20. Mayor's Report

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

21. Council Reports & Discussions

22. Executive Session

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

23. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM: Anna Trapp, Assistant to the City Manager

DATE: February 2, 2026

TITLE: **Ordinance: Chapter 22 Amendments**
 Consideration for approval of an Ordinance to amend Chapter 22, entitled, "Businesses" of the Code of Ordinances of the City of Kennesaw, Georgia.

Summary:

The City is proposing amendments to Chapter 22, entitled "Businesses," of the Code of Ordinances of the City of Kennesaw, Georgia. The revisions aim to align our code with state and Federal Bureau of Investigation (FBI) requirements regarding fingerprinting and background checks for privileged licenses. In addition, staff and legal reviewed and updated outdated language throughout the chapter to ensure consistency and clarity.

The public hearing was advertised in the Marietta Daily Journal on Friday, January 23, 2026 and Friday, January 30, 2026.

Recommendation:

The City Manager recommends approval.

Fiscal Impact:

Attachments:

1. ORD 2026 - Chapter 22 Amendments
2. Exhibit A - CoK Code Section 22 Business - Revisions 1.23.25
3. 2026-01-23 Chapter 22 Amendments - Legal Ad
4. 2026-01-30 Chapter 22 Amendments - Legal Ad

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2026-_____

**AN ORDINANCE TO AMEND CHAPTER 22, ENTITLED “BUSINESSES” OF THE
CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA**

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

SECTION 1. Chapter 22 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended by striking and replacing the text as set forth in **“Exhibit A”**.

SECTION 2. BE IT FURTHER ORDAINED THAT this ordinance shall be effective on and after its adoption and execution by the mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of February 2026.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Chapter 22 BUSINESSES¹

ARTICLE I. OCCUPATIONAL TAXES AND REGULATORY FEES²

DIVISION 1. GENERALLY

Sec. 22-1. Definitions.

- (a) Wherever the term "City of Kennesaw" is used herein, such term shall be construed to mean "City of Kennesaw, Georgia"; wherever the term "city" is used herein, it shall be construed to mean "City of Kennesaw, Georgia."
- (b) Definitions provided in O.C.G.A. § 48-13-5 are incorporated in this article for the benefit of uniformity. The definitions of "business license" and "~~business registration certificate~~occupational tax certificate" have the same intent, with "~~business registration certificate~~occupational tax certificate" being the new and more proper name.
- (c) As used in this article, the following terms shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative fee means a component of an occupational tax which approximates the reasonable cost of handling and processing the occupational tax.

Business shall mean any corporation, firm, partnership, person (other than an employee), or other business entity who within the corporate limits of the city engages in, causes to be engaged in, or represents himself or herself to be engaged in any occupational activity with the object of gain, benefit, or advantage either directly or indirectly. Said term shall include independent contractors.

Any person advertising by any means, including but not limited to signs, cards, circulars, newspapers, etc., that ~~he or she~~they are engaged in a business of any kind shall be liable for the appropriate occupational tax required under this chapter 22 and the payment of the approximate amount therefore.

No business required by this Code to secure an occupational tax certificate shall be exempt from the payment of an occupational tax on the grounds that the business is operated for a charitable purpose, unless 80 percent of the proceeds from the business are devoted to that purpose.

~~*Business license* means a business registration certificate as defined in this section for a business license as defined by ordinances prior to November 7, 1994, adopted by the city council.~~

¹Cross reference(s)—Alcoholic beverages, ch. 6; amusements and entertainments, ch. 14; cable communications, ch. 26; fire prevention and protection, ch. 50; streets, sidewalks and other public places, ch. 78; taxation, ch. 82; utilities, ch. 90; unified development code, app. A.

State law reference(s)—Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-370 et seq.; Fair Business Practices Act of 1975, O.C.G.A. § 10-1-390 et seq.; exemption from local licensing of disabled veterans and blind persons, O.C.G.A. § 43-12-1; exemption from taxation of agricultural products and livestock raised in state, O.C.G.A. § 48-5-356; local taxes and fees, Ga. Const. art. IX, § IV, ¶ I.

²Ord. No. 2019-09, § 5, adopted Oct. 21, 2019, repealed the former Art. I, §§ 22-1, 22-2, and enacted a new article as set out herein. The former Art. I pertained to businesses in general and derived from Code 1986, §§ 9-6-2, 9-6-4; and §§ 3-201—3-205 of an ord. adopted Aug. 18, 1986.

~~*Business registration certificate* means a certificate issued by the business license office evidencing registration of and payment of all required regulatory fees and occupation taxes by persons engaged in business in the city. For the purposes of compliance with other city ordinances referring to a "business license," the term shall be construed to mean a business registration certificate as defined in this section.~~

Classifications are the separate classifications provided for the determination of that part of the occupational tax to be levied as a fixed sum and measured by ranges of taxable gross receipts, the purpose of which is to recognize the ability of businesses to pay as determined by nationwide averages. Tax shall be classified on the entire gross receipts by dominant service or product. Person whose dominant business activity is legally exempted or otherwise limited by city ordinances or by state or federal law from the tax shall be classified according to ~~his/her~~their principal subsidiary business, if any, which is subject to the levy and assessment of an occupational tax.

Delivery of a copy means handing it to the person to be served or leaving it at the person to be served's office with a person in charge thereof or, if such office is closed or the person to be served has no office, leaving it at the person to be served's dwelling house or usual place of abode with some person of suitable age and discretion residing therein. "Delivery of a copy" also means transmitting copy via email in portable document format (PDF) to the person to be served using all email addresses provided and showing in the subject of the email message the words "STATUTORY ELECTRONIC SERVICE" in capital letters. Service by mail is completed upon mailing. Proof of service may be made by certificate of an attorney or of ~~his or her~~their employee, by written admission, by affidavit, or by other satisfactory proof. Failure to make proof of service shall not affect the validity of service.

Dominant line means the type of business within a multiple-line business from which the greatest amount of income is derived.

~~*Employee* means any individual who works for or provides services to a business holding an occupational tax certificate or regulatory license issued by the city, whether compensated by salary, wages, commission, or otherwise, and whether classified as full-time, part-time, temporary, or contract, or volunteer. The term includes, but is not limited to, managers, clerks, attendants, technicians, practitioners, and any person whose duties are directly related to the licensed certified activity regulated by this Code. Independent contractors engaged in providing regulated services on behalf of the business shall also be deemed employees for purposes of compliance, permitting, and background investigation requirements.~~

~~*Employee* means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form I.R.S. W-2, but not a form I.R.S. 1099.~~

Engaged in business means any person who within the incorporated area of the city engages in any activity with the object of profit, gain, benefit or advantage, including but not limited to selling real or personal property or services; leasing or renting real or personal property; sales or services of the character as made by a wholesaler or retailer; or who is involved in any of the functions performed as a manufacturer; or who is involved in the development or construction of real property; the foregoing shall include but is not limited to owner, operator, representative or agent in any business, trade, profession or occupation who represents itself to be engaged in any occupation or activity with the object of gain, benefit or advantage either directly or indirectly.

Gross receipts means the total revenue of the business or practitioner for the period, including without limitation the following:

- (1) Total income without deduction for the cost of goods sold or expenses incurred.
- (2) Gain from trading in stocks, bonds, capital assets or instruments of indebtedness.
- (3) Proceeds from commissions on the sale of property, goods or services.
- (4) Proceeds from fees charged for services rendered.

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- (5) Proceeds from rent, interest, royalty or dividend income.

The term gross receipts shall not include the following:

- (1) Sales, use, or excise taxes;
- (2) Sales returns, allowance and discount;
- (3) Inter-organizational sales or transfers between or among the units of a parent/subsidiary controlled group of corporations as defined by 26 USC § 1563(a)(1), or between or among the units of brother-sister controlled group of corporations as defined by 26 USC § 1563(a)(2), or between or among wholly owned partnerships or other wholly owned entities;
- (4) Payments made to a subcontractor or an independent agent for services which contributed to the gross receipts in issue;
- (5) Governmental and foundation grants, charitable contributions or the interest income derived from such funds received by a nonprofit organization which employs salaried practitioners otherwise covered by this article, if such funds constitute 80 percent or more of the organization's receipts;
- (6) Proceeds from sales of goods or services which are delivered to or received by customers who are outside the state at the time of delivery or receipt.

License means a regulatory authorization pursuant to this Code which permits a person or entity to engage in a specific activity regulated under state law or this Code, including ~~by~~ but not limited to alcohol license, massage therapy permits, bail bondsmen licenses, or similar regulatory licenses. The term *license* does not include an *occupational tax certificate* issued under this chapter. In general, the occupational tax certificate shall be the official documentation that the person or entity is authorized to conduct business within the City of Kennesaw.

Location of office includes any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary work site which serves a single customer or project, or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location which is the site of personal property which is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

Municipal court is the court of the City of Kennesaw.

New business means any person, enterprise, partnership, corporation or other business entity which is engaged in business in the city who has not previously filed for ~~a business registration certificate~~ an occupational tax certificate.

Occupational tax means a tax levied on persons, partnerships, corporations or other entities for engaging in an occupation, profession or business for revenue raising purposes.

Occupational tax certificate means the certificate issued by the city evidencing payment of the ~~occupational~~ tax required by the chapter or otherwise authorizing the business to conduct business within the City of Kennesaw. An occupational tax certificate is issued to a business location for the privilege of engaging in business within the city and is not transferable.

Person shall extend and be applied to associations, firms, partnerships and bodies politic and corporate, or any combination thereof, as well as to individuals.

Practitioner of profession or occupation is one who by state law requires state licensure regulating such profession or occupation as designated by O.C.G.A. § 48-13-9(c), but shall not include a practitioner who is an employee of a business, if the business pays an occupational tax.

Regulatory fees means payments, whether designated as ~~license-occupational tax certificate~~ fees, permit fees or by another name, which are required by a local government as an exercise of its police power and as a part of or as an aid to regulation of an occupation, profession or business. The amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee may not include an administrative fee or registration fee. An occupational tax may be required in connection with a regulatory fee. Development impact fees as defined by paragraph (8) of O.C.G.A. § 36-71-2 or other costs or conditions of zoning or land development are not regulatory fees.

Retailer is a person who sells to the consumer or any other person for any purpose other than for resale in the form of tangible personal property.

Services is the accommodating or performing a duty or work by person utilizing time or talents for direct or indirect remuneration.

Tax year shall be from January 1 to December 31.

Wholesaler is a person who sells to jobbers or to another person other than the consumer anything in the form of tangible personal property.

(Ord. No 2019-09, § 5, 10-21-19; Ord. No. 2023-05, § 1, 5-1-23)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 22-2. Scope and levy—Businesses with no location in Georgia.

- (a) The occupational tax levied herein is for revenue purposes only and is not for regulatory purposes, nor is the payment of the tax made a condition precedent to the practice of any such profession, trade or calling. The occupational tax only applies to those businesses and occupations which are covered by the provisions of O.C.G.A. §§ 48-13-5 to 48-13-26. All other applicable businesses and occupations are taxed by the local government pursuant to the pertinent general and/or local law and ordinance.
- (b) Pursuant to O.C.G.A. §§ 36-1-22 and 48-13-6 et seq. and effective January 1, 1995 and succeeding years thereafter, each person engaged in any business, trade, profession, or occupation in the city, whether with a location in the city, or in the case of an out-of-state business with no location in the state, exerting substantial efforts within the state pursuant to O.C.G.A. § 48-13-7, shall pay an occupational tax for such business, trade, profession, or occupation, which tax and any applicable registration shall be displayed in a conspicuous place in the place of business, if the taxpayer has a permanent business location in the city, such business tax registration shall be shown to the ~~Business License Manager~~ Business License Manager or ~~his~~ their designees or to any police officer of the city upon ~~his or~~ their request.
- (c) Every person required to pay an occupational tax or ~~license fee or a renewal of a license of regulatory fees involved with an~~ occupational tax certificate under the provisions of this Code, shall submit an application to the ~~supervisor~~ manager of the business license office, which application shall conform to the requirements of this section in addition to any other provisions of this Code.
- (d) Registration and assessment of an occupational tax is imposed on those businesses and practitioners of professions with no location or office in the state if the business's largest dollar volume of business in the state is in the city and the business or practitioner:
 - (1) Has one or more employees or agents who exert substantial efforts within the jurisdiction of the city for the purpose of soliciting business or serving customers or clients; or
 - (2) If the business or practitioner owns personal or real property which generates income and which is located within the jurisdiction of the city.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-3. Option to establish exemption or reduction in occupational tax.

The ~~mayor~~ Mayor and ~~city~~ City council Council may by subsequent ordinance or resolution provide for an exemption or reduction in occupational tax to one or more types of businesses or practitioners of occupations or professions as part of a plan for economic development or attracting or encouraging selected types of business or practitioners of selected occupations or professions. Such exemptions or reductions in occupational tax shall not be arbitrary or capricious and the reasons shall be set forth in the minutes of the public hearing of ~~mayor~~ Mayor and ~~city~~ City council Council.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-4. Practitioners exclusively practicing for a government; tax exemption for state or local authority, or nonprofit organization; occupational tax inapplicable where prohibited by law or provided for pursuant to other existing law.

- (a) Any practitioner whose office is maintained by and who is employed in practice exclusively by the United States, the state, a municipality or county of the state, shall not be required to obtain ~~a license or pay~~ an occupational tax certificate for that practice.
- (b) Tax exempt organizations shall provide a federal tax exempt letter showing the section of the U.S. Code under which exemption is claimed. The city shall not levy an occupational tax, regulatory fee, or administrative fee on any state or local authority or nonprofit organization. Notwithstanding the free registration, such applicants are required to comply with the same laws and regulations as are other registered businesses within the city.
- (c) An occupational tax shall not apply to the gross receipts of any part of a business where such levy is prohibited or exempted by the laws of Georgia or of the United States.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-5. Businesses not covered by this article.

The following businesses are not covered by the provisions of this part of the Code but may be assessed any occupational tax or other type of tax pursuant to the provisions of other general laws of the State of Georgia or by local law:

- (1) Those businesses regulated by the Georgia Public Service Commission pursuant to O.C.G.A. Title 46;
- (2) Those electrical service businesses organized under O.C.G.A. Title 46 Chapter 3;
- (3) Any farm operation for the production from or on the land of agricultural products, but not including agribusiness;
- (4) Cooperative marketing associations governed by O.C.G.A. § 2-10-105;
- (5) Insurance companies governed by O.C.G.A. § 33-8-8, et seq.;
- (6) Motor common carriers governed by O.C.G.A. § 46-7-15;
- (7) Those businesses governed by O.C.G.A. § 48-5-355;
- (8) Agricultural products and livestock raised in the State of Georgia governed by O.C.G.A. § 48-5-356;

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- (9) Depository financial institutions governed by O.C.G.A. § 48-6-93;
 - (10) Facilities operated by a charitable trust governed by O.C.G.A. § 48-13-55;
 - (11) Alcoholic beverages;
 - (12) Any other businesses not governed by this part of the Code.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-6. More than one place or line of business; each line of business to be identified on occupational^a tax certificate; separate businesses.

- (a) Where a business is operated at more than one place or where the business includes more than one line, the gross receipts of each location shall be entered on a separate occupational^a tax return and each different line of business shall be identified on a form to be furnished by the business license ~~and revenue division office~~.
- (b) The business registration of each business operated in the city shall identify the line or lines of business that the business conducts. No business shall conduct any line of business without first having that line of business registered with the business license ~~and revenue division office~~ and that line of business being noted by the business license ~~and revenue division office~~ upon the occupational^a tax certificate which is to be displayed by the business owner.
- (c) Where a person conducts a business at more than one store, location or place, each store, location or place shall be considered a separate business under the terms of this chapter and a separate tax shall be required. Should more than one business on which an occupational^a tax is levied by this Code be conducted in or in conjunction with one place or kind of business, each business shall be separately ~~licensed issued an occupation tax certificate issued an occupational tax certificate as appropriate~~ under this chapter.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-7. Basis for fees; classification of business; administrative and regulatory fee structure.

- (a) An occupational^a tax shall be levied upon those businesses and practitioners of professions and occupations with one or more locations or offices within the corporate limits of the city or upon the applicable out-of-state businesses with no location or office in Georgia pursuant to O.C.G.A. § 48-13-7 based on the following criteria:
 - (1) Gross receipts of the business or practitioner in combination with the profitability ratio for the type of business, profession, or occupation as measured by nationwide averages derived from statistics, classifications, or other information published by the United States Office of Management and Budget, the United States Internal Revenue Service, or successor ~~agencies agency~~ of the United States.
 - (2) Ranking the classification codes according to nationwide averages of profitability ratios which will be updated from time to time by the city.
 - (3) Determining the profit class, tax class, and tax rate on gross receipts for each business, trade, profession or occupation as indicated in schedule A attached hereto and made a part herein by reference which will be updated from time to time by the city. The schedule of fees shall be as approved and adopted and may be amended in the future by the ~~city City council Council~~. The schedule of fees, including those that pertain to all sections of this article, shall be on file and available in the ~~city City clerk's Clerk's~~ office and/or the business license office.
- (b) A nonprorated, nonrefundable administrative fee of \$55.00 shall be required on all occupational^a tax accounts for the initial start-up, renewal, or reopening of those accounts.

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- (c) A nonprorated regulatory fee will be imposed as permitted under O.C.G.A. § 48-13-9 on those applicable businesses. A regulatory fee may not include an administrative fee.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-8. Application; review and approval or denial of applications.

- (a) Each ~~business license~~~~occupation tax certificate~~occupational tax certificate application shall contain the following information:
- (1) Name and home address of the applicant if an individual or home office address if a corporation or partnership;
 - (2) Address where the proposed business is to be located;
 - (3) Kind and class of business to be conducted;
 - (4) Current classification code, taxable gross revenues for the preceding 12 calendar months, and number of employees;
 - (5) Any information as may be required by the manager of the business license department office for the purpose of determining the amount of any occupational taxes to be collected under this Code; and
 - (6) Any additional information which the manager of the business license department office may find reasonably necessary for the fair administration of this part of the Code which may include: fingerprinting; a background check; a complete record of all arrests and convictions against the applicant and every partner, officer, director or stockholder of the applicant ~~or spouses, children or parents thereof~~ for violations of any and all laws and ordinances of the city, state or federal government other than minor traffic violations.
- (b) Each application shall be signed and sworn to by the applicant if an individual, or by a partner if a partnership, or by an officer if a corporation.
- (c) False statements on any application ~~for a license or~~ occupational tax certificate shall be grounds for immediate revocation of the ~~license or~~ occupational tax certificate or denial of the application.
- (d) If any provision of this part of the Code provides for the review and approval of an application for ~~a license or~~ an occupational tax certificate by the ~~Business License Manager~~Business License Manager designated therein, the ~~Business License Manager~~Business License Manager shall act, favorably or otherwise, on the application as required by this Code.
- (e) The granting of an ~~business license or~~ occupational tax certificate under any provisions of this Code shall be deemed a privilege only, and nothing herein contained shall be construed as granting any person whose business is subject to municipal regulation any legal right to engage in that business.
- (f) An application for ~~a business registration~~an occupational tax certificate shall be deemed complete at the discretion of the ~~Business License Manager~~Business License Manager. Once the ~~Business License Manager~~Business License Manager deems an application to be complete for purpose of processing, the ~~Business License Manager~~Business License Manager shall either deny the application or grant the certificate no later than 90 days after the date the application became complete for purposes of processing.

Except as hereafter provided, upon the decision of the ~~Business License Manager~~Business License Manager or ~~his~~their designee to approve or deny an ~~license or~~ occupational tax certificate under this chapter, such decision being in writing and including notice of the decision and notice of the appeal procedures to the ~~mayor~~Mayor and ~~city~~City councilCouncil as provided hereafter, the applicant or any aggrieved citizen may appeal the decision of the ~~Business License Manager~~Business License Manager to the ~~mayor~~Mayor and ~~council~~Council by filing a written notice of appeal with the ~~city~~City clerkClerk within five calendar days of the decision by the ~~Business License~~

~~Manager~~Business License Manager or ~~his~~their designee. Every appeal shall be in writing and identify the basis for such appeal and upon receipt of the appeal, the city clerk shall forward same to the ~~city~~City council~~Council~~ which shall schedule a hearing within 45 days of receipt of such notice. The ~~city~~City council~~Council~~ may sustain or overrule the decision of the ~~Business License Manager~~Business License Manager. No ~~license or occupational tax certificate~~ shall be issued by the ~~Business License Manager~~Business License Manager or designee during the appeal notification period or while an appeal is pending before the ~~city~~City council~~Council~~. The action of the ~~mayor~~Mayor and ~~council~~Council shall be final and may be appealed to the Superior Court of Cobb County in the manner provided by law under O.C.G.A. tit. 5, ch. 3.

(Ord. No 2019-09, § 5, 10-21-19; Ord. No. 2023-14, § 3, 8-7-23)

Sec. 22-9. Criminal background check; fingerprinting.

- (a) Pursuant to O.C.G.A. § 35-3-35 to regulate the issuance of ~~licenses~~occupational tax certificates and employment of those engaged in certain businesses within the City of Kennesaw, the ~~Business License Manager~~Business License Manager shall not issue any city ~~license or~~occupational tax certificate for any business that requires a criminal background check for ~~license~~applicants until a formal fitness determination is conducted. These business types include: ~~Alcohol~~, Bail Bondsmen, Flea Market, Massage Therapist.

The process is as follows:

- (1) Following submittal of all required applications and payment of appropriate fees, each applicant, ~~or~~employee, ~~or~~volunteer seeking to engage in such business shall provide ~~two sets of~~ fingerprints taken by the City of Kennesaw Police Department.
- (2) Upon receipt, the City of Kennesaw Police Department will transmit ~~both sets of~~ fingerprints to the Georgia Bureau of Investigation/GCIC. The Georgia Bureau of Investigation/GCIC will compare the subject's fingerprints against its criminal file and submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be returned to the Georgia Bureau of Investigation/GCIC, which will disseminate the state and national results to the City of Kennesaw Police Department. The police department will then make a recommendation to the ~~Business License Manager~~Business License Manager based upon the criminal history response and any other evidence the police department possesses regarding the applicant.
- (3) In rendering a fitness determination, the City of Kennesaw Business License Department Office will decide whether the record subject has been convicted of or is under pending indictment for: (a) a crime which bears upon his/her/their ability or fitness to serve in that capacity; (b) any felony or a misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers set forth in the Municipal Code of the City of Kennesaw, Georgia. Upon completion, the Business License Manager Business License Manager will communicate the fitness determination to the applicant.

In compliance with Public Law 92-544, which provides for the rendering of a fitness determination, the City of Kennesaw Business License Department will render a fitness determination based upon the results of the criminal background check and recommendation made by the Kennesaw Police Department. In rendering a fitness determination, the City of Kennesaw Business License Department will decide whether the record subject has been convicted of (or is under pending indictment for: (a) any felony or (b) misdemeanor which involved a crime of moral turpitude, force or threat of force, possession of weapons, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers set forth in the Municipal Code of the City of Kennesaw, Georgia. Upon completion, the business license manager Business License Manager will communicate the fitness determination to the applicant.

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- (4) A record subject may request and receive a copy of ~~his/her~~their criminal history record information from the Kennesaw Police Department. Should the record subject seek to amend or correct ~~his/her~~their record, ~~he/she~~they must contact the Georgia Bureau of Investigation/GCIC for a Georgia state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-10. Allocation of gross receipts of business with multiple intra or interstate locations.

For those businesses who have multiple locations inside and outside of the city where the gross receipts can be allocated to each location, the gross receipts used to determine the occupational~~a~~ tax assessed will be those gross receipts attributed to each city location. In the case where the dollar amount of gross receipts attributed locally cannot be determined in those businesses with multiple locations, the total gross receipts will be divided by the total number of locations in the city and elsewhere and allotted to those locations pursuant to O.C.G.A. § 48-13-14(a)(2). Upon request the business or practitioner with a location or office situated in more than one jurisdiction shall provide the city the following:

- (1) Financial information necessary to allocate the gross receipts of the business or practitioner;
- (2) Information relating to the allocation of the business' or practitioner's gross receipts by other local governments.

Where the business has locations outside of the city and taxation is levied for a criteria other than gross receipts in the other local governments, the city shall not assess more than the allotted share of gross receipts for the local operation.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-11. Occupational~~a~~ taxes levied on business to be transacted during calendar year; filing of returns showing gross receipts during preceding calendar year; procedure where taxes overpaid or underpaid.

- (a) All occupational~~a~~ taxes levied by this article are levied on the amount of business to be transacted during the calendar year. However, for the convenience of both the city and the taxpayer, and the necessity of making numerous returns, those businesses subject to the occupational~~a~~ tax levied in section 22-2 shall, on or before the times set forth in this section, file with the ~~Business License Manager~~Business License Manager the returns specifically provided for, showing the gross receipts of that business during the preceding calendar year. This return shall be used as an estimate for making payments on the occupational~~a~~ tax for the current calendar year. The actual and final amount of tax levied for business transacted in a current calendar year shall be paid in accordance with a final return to be made after the termination of the year, in accordance with the procedure hereinafter set forth.
- (b) The owner, proprietor, manager or secretary officer of the business subject to said occupational~~a~~ tax of the current calendar year shall, at the end of the preceding year, or by March 31 of the current calendar year, file with the ~~Business License Manager~~Business License Manager or the city, on a form furnished by said revenue collection officer, a signed return setting forth the amount of gross receipts of such business for the entire preceding calendar year, to be used as an estimate of the gross receipts for the current year.

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- (c) Where a business subject to the occupational tax for the calendar year has been conducted for only a part of the preceding year, the amount of gross receipts for such part shall be set forth in said return. Said figure shall be used as the estimate of the gross receipts of the business for the current calendar year.
 - (d) If the amount of the occupational tax for the preceding year based on the return provided for in this section and on the rate of the tax provided for in this Code, exceeds the amount of occupational tax theretofore paid by the business based on the estimate filed pursuant to section 22-11(a), the difference in said amount shall be due and payable by the taxpayer to the city by March 31 of the current year and delinquent if not paid on or before such date.
 - (e) If the amount of the occupational tax for the preceding year based on the return provided for in this Code, is less than the amount of occupational tax theretofore paid by the business based on the estimate filed pursuant to section 22-11(a), the difference in such amount shall be refundable by the city to the taxpayer; or, if such business continues to be conducted in the city during the current year, such difference in amount may be credited by the city on the amount of occupational tax to be paid to the city by such business for the current year. This election is to be taken by the taxpayer and shall be submitted in writing to the ~~Business License Manager~~Business License Manager.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-12. Professionals as classified in O.C.G.A. § 48-13-9(c), paragraphs 1 through 22.

Practitioners of professions and occupations as described in O.C.G.A. § 48-13-9(c)(1) through (22) shall elect as their entire occupational tax one of the following:

- (a) The occupational tax bases on gross receipts combined with profitability ratios as set forth in section 22-7.
- (b) A fee of \$400.00 per practitioner who is licensed to provide the service, such tax to be paid for the practitioner's office or location; provided, however, that a practitioner paying according to this paragraph shall not be required to provide information to the local government relating to the gross receipts of the business or practitioner. The per-practitioner fee applies to each person in the business who qualifies as a practitioner under the state's regulatory guidelines and framework.
- (c) This election is to be made on an annual basis and must be done by January 1 of each year.
- (d) It being the intention of the ~~city-City council-Council~~ that no portion of the taxation scheme in this article be construed to be, or have the practical effect of, regulation of or a precondition on the practice of law, or other state regulated professions, if any provision of this article shall be construed by a court of competent jurisdiction to be unlawful regulation of such professions, then such provision shall be considered rescinded by the ~~city-City council-Council~~ as if such provision had not been adopted, and in such case, the remaining provisions of this article shall be applied to such practitioner.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-13. Temporary use certificates.

- (a) Any person intending to utilize property for a temporary use must first obtain from the ~~mayer-Mayor~~ and ~~council-Council~~ a temporary use certificate. The requirements for obtaining a temporary use certificate are as follows:
 - (1) Temporary use must be a permitted use under the existing zoning classification; and
 - (2) The applicant must submit the request for a temporary use certificate on forms provided by the business license officer; and

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- (3) The applicant must submit a letter signed and notarized by the property owner granting express permission and consent to use the property for such temporary use; and
 - (4) The applicant must submit a drawing, sketch or plat of the property showing all intersections, parking, zoning, existing structures and location of such temporary use; and
 - (5) The temporary use must be in a state of good repair and aesthetically, structurally consistent with the surrounding area to which the applicant seeks to locate; and
 - (6) The applicant shall submit a regulatory fee of \$100.00.
- (b) The ~~mayor~~ Mayor and ~~council~~ Council may issue a temporary use certificate, at its sole discretion, and in their discretion may take into consideration, in addition to the requirements of this section, the affect that the temporary use would have on the public safety as well as the aesthetics of surrounding areas.
 - (c) The certificate may be issued for a period of time not to exceed 30 days and no extensions will be granted.
 - (d) The ~~city~~ City manager Manager or ~~his~~ their designee may suspend or revoke any temporary use certificate issued in accordance with this section on any one or more of the following bases:
 - (1) For any cause for which issuance of the ~~license~~ occupational tax certificate could have been refused had it then existed and been known to the city;
 - (2) Material misstatement, misrepresentation, omission or fraud in obtaining the certificate;
 - (3) Conviction of a felony;
 - (4) Fraudulent or dishonest practices in the conduct of the business under the certificate;
 - (5) Failure to comply with the provision of this section;
 - (6) Failure to maintain all the general qualifications and conditions applicable to the initial issuance of the certificate;
 - (7) Failure to pay all fees, taxes, penalties or other charges imposed by the provisions of this article or any other applicable city ordinance;
 - (8) For violation of any part of this article by the certificate holder, its agents, partners, officers, employees or contractors.
 - (e) A temporary use certificate granted under this section shall be subject to suspension or revocation. Whenever in the opinion of the business license ~~department~~ office, there is cause to revoke or suspend such certificate, a written notice of intention to suspend or revoke and the grounds therefore shall be furnished the holder thereof at least three days before an administrative hearing before the ~~city~~ City manager Manager or ~~his~~ their designee, at which time the holder of the certificate may make such showing as ~~he or she~~ they may deem appropriate relative to the grounds for suspension or revocation. After the administrative hearing, the ~~city~~ City manager Manager or ~~his~~ their designee may revoke or suspend said certificate if, in ~~his~~ their discretion, it is the best interest of the public health, safety and welfare of the city and its citizens.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-14. Penalty of ordinance violation.

Any person violating any provisions of this part of the Code shall, upon order of the municipal judge, be subject to a civil penalty in an amount not to exceed \$500.00, in the discretion of the municipal judge. There shall be no criminal penalty imposed hereunder.

(Ord. No 2019-09, § 5, 10-21-19)

Secs. 22-15—22-20. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Sec. 22-21. Responsibility for enforcement; administration of chapter; appeals.

- (a) The ~~Business License Manager~~Business License Manager shall administer and enforce the provisions of this chapter for the levy, assessment and collection of occupational taxes and penalties imposed herein.
- (b) It is made the duty of the ~~Business License Manager~~Business License Manager and police department to see that the provisions of this part of the code relating to occupational taxes are observed; and to summon all violators of the same to appear before the municipal court. It is made the further duty of the ~~Business License Manager~~Business License Manager, members of the police department, and their assistants, to inspect all registrations issued by the city, as often as in their judgment it may seem necessary to determine whether the registration held is proper for the business sought to be transacted thereunder.
- (c) Under the direction of the ~~Business License Manager~~Business License Manager, one or more city employees designated by the ~~Business License Manager~~Business License Manager shall seek out violations of the City Code, particularly the taxing and regulation portions thereof.
- (d) Any person aggrieved by any action of the ~~Business License Manager~~Business License Manager or ~~his~~their designees in the enforcement of this chapter 22 of the Code or rules and regulation adopted pursuant to this chapter 22 of the Code, including grievances over the amount of taxes assessed and classification of the business, may be appealed by the person as follows:
 - (1) The aggrieved person shall first submit in writing to the ~~Business License Manager~~Business License Manager a complaint which sets forth in reasonable detail the matters complained of. The complaint may take a letter form and it shall be the duty of the ~~Business License Manager~~Business License Manager to review it and to issue a written reply stating the ~~Business License Manager~~Business License Manager's position and opinion to the aggrieved person within 30 days from the receipt of the complaint. Such written reply shall include notice of the appeal procedures to the ~~mayor~~Mayor and ~~city~~City ~~council~~Council as provided hereafter.
 - (2) An appeal of the ~~Business License Manager~~Business License Manager's decision in the enforcement of this section by the aggrieved person to the ~~city~~City ~~council~~Council shall be allowed and perfected by filing with the ~~city~~City ~~clerk~~Clerk a notice of appeal for scheduling on the ~~city~~City ~~council~~Council agenda. The notice of appeal shall state in general terms the objections or exceptions taken to the action and opinion of the ~~business license manager~~Business License Manager. The notice of appeal must be filed with the ~~city~~City ~~clerk~~Clerk within 15 days following the date of the decision in subsection (d)(1) above complained of and it shall be the duty of the ~~business license manager~~Business License Manager upon receipt thereof to transmit to the ~~city~~City ~~clerk~~Clerk all the papers constituting the record upon which the action appealed from was taken. Thereafter, it shall be the duty of the ~~city~~City ~~clerk~~Clerk to place the appeal upon the agenda of the ~~city~~City ~~council~~Council meeting no later than 45 days after the date of appeal. Moreover, it shall be the duty of the ~~city~~City ~~clerk~~Clerk to so notify the appellant in writing of the date, time and place when the matter shall be heard.
 - (3) The ~~city~~City ~~council~~Council may, in conformity with this chapter, reverse or affirm, wholly or partly, or may modify the opinion, requirement, decision or determination appealed from, and to that end shall have all the powers of the ~~business license manager~~Business License Manager. The ~~city~~City ~~council~~Council may direct any action as it may deem proper in conformity with this article and it shall be the

duty of the ~~business license manager~~Business License Manager to carry out the decisions of the ~~city City council~~Council in conformity with this chapter.

- (4) An appeal under this section shall stay all legal proceedings with regard to the collection of the occupational~~a~~ tax and penalties from the appellant. The appellant shall have the right to present before the ~~city City council~~Council for their consideration any duly sworn witnesses or other evidence at the time such matter appealed from is heard. In the event the ~~business license manager~~Business License Manager fails to render a written opinion to the aggrieved person within the 30 days as required above, the aggrieved person shall, if desired, appeal to the ~~city City council~~Council within the time limit state above as if the ~~business license manager~~Business License Manager had rendered an adverse opinion with regard to the complaint.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-22. Duties of ~~business license manager~~Business License Manager, generally; food establishments; zoning.

- (a) The ~~business license manager~~Business License Manager shall have, among other, the following duties:
- (1) To prepare and provide the necessary forms for the registration and application for an ~~business license~~occupational tax certificate, and for the submission of any required information as may be necessary to properly administer and enforce the provisions of this chapter.
- (2) To issue to each person ~~a business license or a license or an~~ occupational~~a~~ tax certificate within a reasonable time after the payment of the ~~license regulatory~~ fee or occupational~~a~~ tax assessed and any personal property or other city taxes levied in this Code; provided however, where under other portions of this Code, permits, certifications, and compliance with enumerated conditions are required for the operation of the business, the ~~business license manager~~Business License Manager shall not issue ~~a business license or an~~ occupational~~a~~ tax certificate until the applicant exhibits to the ~~city City manager~~Manager the obtained permits, certification, and compliance.
- (b) The ~~business license manager~~Business License Manager shall not issue any city ~~license or~~ occupational~~a~~ tax certificate for a restaurant, lunch wagon or other food preparation establishment unless a copy of a valid certificate issued by the county health department for the operation of the business has been filed with the ~~business license manager~~Business License Manager by the applicant.
- (c) The ~~business license manager~~Business License Manager shall not issue any city ~~license or~~ occupational~~a~~ tax certificate for any business unless city personnel charged with the enforcement of the city's zoning regulations certify to the ~~city City manager's~~Manager's satisfaction that the applicant's proposed location is not in violation of the city's zoning regulations.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-23. When occupational~~a~~ tax due and payable; effect of transacting business when tax delinquent; when renewal registration and tax due and payable; effect of transacting business when tax delinquent.

- (a) Each such occupational~~a~~ tax shall be for the calendar year 1996 and succeeding calendar years thereafter unless otherwise specifically provided. The registration and occupational~~a~~ tax shall accrue on January 1 of each year and shall be due and payable no later than March 31 of each year, and be subject to a ten percent penalty plus one and one-half percent interest per month for delinquency. On any new professions, trades or callings begun in the city in 1996 or succeeding years thereafter, the registration shall be submitted and

occupational taxes shall be paid within 30 days upon beginning business. If said registration is not submitted and occupational taxes are not paid within 30 days upon beginning business, a ten percent penalty per year plus one and one-half percent interest per month from the date the tax first became delinquent. For the purposes of this chapter any portion of a month shall be considered to be one month. The tax registration or occupational tax certificate herein provided for shall be issued by the ~~business license manager~~Business License Manager.

- (b) Any ~~business license or~~ occupational tax certificate referred to in this part of the Code shall automatically expire on December 31 of the year of its issuance unless otherwise provided.
- (c) If a business continues to transact or offer to transact in the city any of the kind of profession, trade or calling subject to this Code after notification by the office of the business license ~~and revenue division office~~ that such registration tax or penalties are due, and if such registration, tax or penalties are not submitted as directed by the office of the business license ~~and revenue division office~~, then said business or its representative shall be subject to a citation. Such offender shall, upon conviction by the municipal judge, pay all fees and occupational taxes due and be subject to a civil fine not to exceed \$500.00, which may be enforced by the contempt power of the municipal court.
- (d) In addition to the above remedies, the ~~business license manager~~Business License Manager may proceed to collect in the same manner as provided by law for tax executions.
- (e) The administrator may collect any delinquent ~~business license or fees or~~ occupational taxes due the city for a period not to exceed seven years from the date such first became delinquent.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-24. Inspections of books and records.

- (a) In any case the ~~business license manager~~Business License Manager of the city, or ~~his~~their or her designee, may inspect the books of the business or profession for which the returns are made and such books or records for the business of which the return was made in the city shall be submitted for inspection by the office of the business license ~~and revenue division office~~ of the city within 30 days. Failure of submission of such books or records within 30 days shall be grounds for revocation of the tax certificate currently existing to do business in the city. Adequate records shall be kept in the city for the examination by the ~~business license manager~~Business License Manager at ~~his or her~~their discretion. If, after examination of the books or records, it is determined that a deficiency occurs as a result of the under reporting, interest will be assessed for the period delinquent. If, after subsequent examinations of the books or records, it is determined that a deficiency occurs as a result of under-reporting, then a penalty of ten percent and interest shall be assessed as per O.C.G.A. § 48-2-40.
- (b) In the event of a suspension or revocation by the ~~business license manager~~Business License Manager, the applicant may appeal the decision of the ~~business license manager~~Business License Manager to the ~~mayor~~Mayor and ~~city~~City ~~council~~Council for the city by filing a written notice of appeal within ten days from the date of the decision of the ~~business license manager~~Business License Manager. Thereafter, a hearing shall be scheduled before the ~~mayor~~Mayor and ~~city~~City ~~council~~Council for the city within 45 days after the date of the notice of appeal by the applicant. After hearing by the ~~mayor~~Mayor and ~~city~~City ~~council~~Council, ~~city~~City ~~council~~Council may take such action as it deems appropriate, including the upholding of the action of the ~~business license manager~~Business License Manager or the imposition of such action as the ~~mayor~~Mayor and ~~city~~City ~~council~~Council may deem appropriate under the facts. The decision of ~~mayor~~Mayor and ~~city~~City ~~council~~Council shall be final. Appeals from the decision of the ~~mayor~~Mayor and ~~city~~City ~~council~~Council shall be to the Superior Court of Cobb County in the manner provided by law under O.C.G.A. tit. 5, ch. 3. In the event the applicant does not file an appeal from any decision of the ~~business license manager~~Business License Manager, as provided herein, the decision of the ~~business license manager~~Business License Manager shall be final.

(Ord. No 2019-09, § 5, 10-21-19; Ord. No. 2023-14, § 4, 8-7-23)

Sec. 22-25. Business or landlord required to provide names and addresses of tenant businesses.

Every person required to pay ~~an occupation tax or license~~ regulatory fee or a renewal ~~of a license or fee for an occupational~~ tax certificate under the provisions of this Code who leases or rents space to another business or businesses operating within the city shall submit a list of such businesses, upon request of the ~~business license manager~~ Business License Manager, to the city as referenced in section 22-24 of the City Code.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-26. Returns confidential.

Except as provided in O.C.G.A. § 48-13-15(c), as amended, it shall be unlawful for any officer, employee, agent or ~~clerk~~ Clerk of the City of Kennesaw or any other person to divulge or make known in any manner the amount of gross receipts or any particulars set forth or disclosed in any occupational tax return required under this chapter. All contents of the return shall be confidential and open only to the officials, employees, agents or clerks of the city using said returns for the purpose of this occupational tax levy and the collection of the tax. Independent auditors or bookkeepers employed by the city shall be classed as employees. Nothing herein shall be construed to prohibit the publication by city officials of statistics, so classified as to prevent the identification of particular reports or returns and items thereof; or the inspection of the records by duly qualified employees of the tax departments of the State of Georgia or the United States, and other local governments.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-27. Change of location; fee; taxes not transferable.

- (a) Change of location and/or name fee. Any person or practitioner of profession or occupational taxable under this Code moving from one location to another shall notify the ~~business license manager~~ Business License Manager of the move and the new address in writing on a form provided by the ~~business license manager~~ Business License Manager no later than the day of moving and shall pay a ten-dollar fee.
- (b) Any person or practitioner of profession or occupational taxable under this Code changing its business name from one name to another shall notify the ~~business license manager~~ Business License Manager of the name change in writing on a form provided by the ~~business license manager~~ Business License Manager no later than the day of the proposed name change and shall pay a ten-dollar fee.
- (c) The transfer of ownership of ~~a business license or an~~ occupational tax certificate shall be considered in the same manner as the termination of the business and the establishment of a new business. In the event that the owner of an ~~business license or~~ occupational tax certificate desires to transfer the same, or in the event that any interest in the business for which the ~~license or~~ certificate was issued is sold or otherwise transferred, then the purchaser or transferee of such ~~license or~~ tax certificate shall apply to the city as for an original ~~license or~~ tax certificate on or before the date on which such sale or transfer is made. Ownership of such ~~business license or~~ tax certificate shall remain unchanged until the application of such purchaser or transferee is approved by the city and all proper fees and taxes are paid. Notwithstanding the foregoing, in the case of a corporation, a new ~~license or~~ tax certificate shall not be required as herein provided unless a change in stock ownership in the corporation results in ownership of more than 50 percent of the outstanding corporate stock, voting or otherwise, by persons or combinations of persons not owners of such stock at the time the ~~license or~~ tax certificate was issued.

(Supp. No. 34)

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- (d) In case of the death of any natural person holding a city ~~business license or~~ occupational tax certificate, or any interest therein, the ~~license or~~ certificate may be transferred to the administrator, executor of the lawful heir or devisee of the deceased person by filing a new application with the city for the change of ownership within 30 days of such death. The business involved may continue to operate until disposition of the application is determined as for an original ~~license or~~ certificate. No additional fees or occupational taxes shall be charged above what would be due if the business, or portion thereof, remained under the deceased person's ownership.
- (e) The change of ownership of a business shall not affect the distance requirements previously approved by the city.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-28. Display of ~~licenses occupational tax certificate~~ and registrations; evidence of state registration required if applicable; state registration to be displayed; city registration effective; evidence of qualification if applicable.

- (a) All persons shall exhibit and display all ~~licenses occupational tax certificates~~ and registrations issued to them under this Code in some conspicuous place in their business establishment at which address the ~~license or registration certificate~~ was issued. Any nonresident person, firm or corporation doing business within the city shall carry the ~~license or registration occupational tax certificate~~, or a copy of the ~~certificate license or registration~~, issued by another jurisdiction either upon ~~his or her~~ their person or in any vehicle or other conveyance which is used in the business and the person shall exhibit the same to any authorized enforcement officer of the city when so requested.
- (b) Each person who is licensed by the ~~S~~secretary of ~~state State~~ pursuant to O.C.G.A. Title 43 shall provide evidence of proper and current state licensure before the city registration may be issued.
- (c) Each person who is licensed by the ~~S~~state shall post the ~~state State~~ license in a conspicuous place in the licensee's place of business and shall keep the license there at all times while the license remains valid.
- (d) No city registration shall become effective until each person or business who is required to obtain a license from the State of Georgia has registered with the ~~state State~~ and is in good standing with the state or has received such license.
- (e) Any business required to obtain health permits, bonds, certificates of qualification, certificates of competency or any other regulatory matter shall first, before the issuance of a city business registration, show evidence of such qualification.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-29. Revocation and appeal.

- (a) The ~~supervisor of the business license office~~ **Business License Manager** shall be authorized to suspend or revoke a ~~business registration occupational tax~~ certificate in accordance with the procedures set forth below. In the event the ~~supervisor of the business license office~~ **Business License Manager** seeks to suspend or revoke an occupational tax certificate, the ~~supervisor of the business license office~~ **Business License Manager** shall give written notification to the applicant of such action and such notice shall contain a specification of the violation or violations and shall be served upon the ~~licensee certificate holder tax certificate holder~~ at least five days prior to the hearing. The applicant shall be given written notice of the time and place of the hearing.

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- (b) The ~~supervisor of the business license office~~Business License Manager shall be authorized to deny, suspend or revoke an occupational^a tax certificate in the event of any one or more of the following:
- (1) An applicant gave false or misleading information in the original or renewal application process;
 - (2) An applicant has knowingly allowed possession, use, or sale of controlled substances on the premises and/or knowingly allowed possession, use or sale of controlled substances to a minor on the premises;
 - (3) An applicant has knowingly allowed the violation of an ordinance of the city or a violation of any criminal law of the State of Georgia (a misdemeanor or a felony) to occur on the premises; and that such violation is materially related to the operation of said business;
 - (4) An applicant (or ~~licensee~~tax certificate holder) has been convicted of any drug related, alcohol-related or sex-related crime by the State of Georgia or the city regarding an offense which was committed on the premises or which would otherwise violate the provisions of this chapter;
 - (5) An applicant fails to pay any fee, occupational^a tax, fine or other amount of money due to the city under this chapter or any other taxing ordinance of the city;
 - (6) An applicant or the owner alters or allows to be altered, the ~~business license~~-occupational^a tax certificate (~~license document~~) or the applicant or the owner changes the information, defaces, destroys, misuses, abuses, or improperly alters or misrepresents the ~~business license or~~-occupational^a tax certificate; and
 - (7) An applicant has knowingly allowed the violation of any provision of O.C.G.A. § 16-12-171, as amended.
- (c) The ~~city~~City manager ~~Manager~~ shall approve any proposed action prior to proceeding toward any suspension or revocation of any occupational^a tax certificate, ~~and/or business license~~.
- (d) In the event the ~~supervisor of the business license office~~Business License Manager shall suspend^s or revoke^s any occupational^a tax certificate hereunder, the suspension or revocation shall be for a period of not less than one day nor more than 365 days, within the discretion of the ~~supervisor of the business license office~~Business License Manager. Any suspension or revocation shall be sent by the city by certified mail, return receipt requested. For the first offense, the suspension shall be for a period of one to 90 days; second offense, suspension for one to 180 days and third offense, suspension for one to 365 days. Provided, however, that the applicant shall be authorized to continue its business operations until that date of the hearing scheduled in accordance with section 22-21(d). No applicant may apply for an occupational^a tax certificate during any period of suspension or revocation. In any hearing conducted, the ~~supervisor of the business license office~~Business License Manager shall consider, among other things, the severity of the allegations, the evidence submitted and the testimony presented, in making any decision on suspension or revocation and the duration of either.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-30. Lien taken for delinquent occupational^a tax.

In addition to the other remedies provided for the collection of the occupational^a tax herein levied, the ~~business license manager~~Business License Manager of the city, upon any tax or installment of said tax becoming delinquent and remaining unpaid, shall issue execution for the correct amount of said tax against the person, partnership, or corporation liable for said tax, which said execution shall bear interest at the rate of one and one-half percent per month from the date when such tax or installment becomes delinquent, and the lien shall cover the property in the city of the person, partnership or corporation liable for said tax all as provided by the ordinances and Charter of said city and the laws of Georgia. The lien of said occupational^a tax shall become fixed on and date from the time when such tax or any installment thereof becomes delinquent. The execution shall be levied by the ~~sheriff's department of Cobb County~~Cobb County Sheriff's Office upon the property of defendant located in said city, and sufficient property shall be advertised and sold to pay the amount of said execution with

interest and costs. All other proceedings in relation thereto shall be had as it is provided by ordinances and charter of said city and the laws of Georgia, and the defendant in said execution shall have rights of defense, by affidavit of illegality and otherwise, which are provided by the Charter of said city and the laws of Georgia in regard to tax executions. When a nulla bona entry has been entered by proper authority upon an execution issued by the ~~city~~ ~~Clerk~~ ~~Clerk~~ against any person defaulting on the occupational tax, the person against whom the entry was made shall not be allowed or entitled to have or collect any fees or charges whatsoever for services rendered after the entry of the nulla bona. If, at any time after the entry of nulla bona has been made, the person against whom the execution is issued pays the tax in full together with all interest and costs accrued on the tax, the person may collect any fees and charges due him or her as though ~~he or she~~ ~~they~~ had never defaulted in the payment of taxes.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-31. Amendment; repeal of provision; applications of provisions to prior ordinance.

- (a) The ordinance codified as chapter 22 of this Code shall be subject to amendment or repeal, in whole or in part, at any time and no such amendment or repeal shall be construed to deny the right of ~~City~~ ~~council~~ ~~Council~~ to assess and collect any of the taxes or other charges prescribed. Such amendment may increase or lower the amounts and tax rates of any occupational tax and may change the classification thereof. The payment of any occupational tax provided for shall not be construed as prohibiting the levy or collection by the city of additional occupational taxes upon the same person, property, or business. No tax may be implemented hereunder prior to the date of its adoption and no tax may be retroactively assessed or collected.
- (b) The ordinance codified as chapter 22 of this Code does not repeal or affect the force of any part of any ordinance heretofore passed where taxes levied under such prior ordinance have not been paid in full. So much and such parts of ordinances heretofore and hereinafter passed as provided for the issuing and enforcing of execution for any tax or assessment required by such ordinances, or that imposed fines or penalties for the nonpayment of such tax, or for failure to pay regulatory fees provided for in said ordinance or ordinances, or failure to comply with any other provisions hereof, shall continue and remain in force until such tax, regulatory fee or assessment shall be fully paid.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-32. Requirement of public hearing before tax increase.

- (a) After April 11, 1995, the city shall conduct at least one public hearing before adopting any ordinance or resolution regarding the occupational tax.
- (b) In any year when revenue from occupational taxes is greater than revenue from occupational taxes for the preceding year, the City of Kennesaw shall hold at least one public hearing as part of the process of determining how to use the additional revenue.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-33. Conflicts between specific and general provisions; severability; saving clause; repeal of conflicting provisions.

- (a) Where there is an apparent conflict in the ordinance codified as chapter 22 of this Code between specific and general provisions, it is the intention hereof that the specific shall control.
- (b) If any section, provision or clause of any part of the ordinance codified as chapter 22 of this Code shall be declared invalid or unconstitutional, or if the provisions of any part of the ordinance codified as chapter 22 of this Code as applied to any particular situation or set of circumstances shall be declared invalid or

unconstitutional, such individuality shall not be construed to effect the portions of the ordinance codified as chapter 22 of this Code not so held to be invalid, or the application of the ordinance codified as chapter 22 of this Code to other circumstances not so held to be invalid. It is hereby declared as the intent that the ordinance codified as chapter 22 of this Code would have been adopted had such invalid portion not been included herein.

- (c) The ordinance codified as chapter 22 of this Code does not repeal or affect the force of any part of any ordinance not included herein which shall remain in full force and effect until changed by amendment and adopted by ~~mayor-Mayor~~ and ~~city-City councilCouncil~~. Nothing contained herein shall prevent or prohibit the city or any court or any board or authority of the city from enforcing any previous tax or obligation (including penalties and/or interest) incurred prior to the effective date of this Code. Any such enforcement of the prior Code is hereby authorized to continue after the effective date hereof.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-34. Annexation incentive.

As an incentive for occupations, businesses, and industries located adjacent to the corporate limits of the city to annex into the city, the following provisions shall apply:

- (1) Occupations, businesses and industries located in areas annexed to the city, otherwise subject to the requirements of this article, shall be exempt from the requirements of this article for a period of five years from the effective date of the annexation.
- (2) Occupations, businesses, and industries located in areas annexed to the city, otherwise subject to the requirements of this article, shall be required to comply with the requirements of this article after the initial five-year exemption period outlined in subsection (1) above and shall pay occupational al taxes and business license regulatory fees to the city-City based on the following schedule:
 - a. Year six after the effective date of annexation—20 percent of the occupational al taxes. ~~or business license fee otherwise due.~~
 - b. Year seven after the effective date of annexation—40 percent of the occupational al taxes. ~~or business license fee otherwise due.~~
 - c. Year eight after the effective date of annexation—60 percent of the occupational al taxes. ~~or business license fee otherwise due.~~
 - d. Year nine after the effective date of annexation—80 percent of the occupational al taxes. ~~or business license fee otherwise due.~~
 - e. Year ten after the effective date of annexation—100 percent of the occupational al taxes. ~~or business license fee otherwise due.~~

The incentives outlined in this section shall apply only to businesses in existence within the annexation area upon the effective date of the annexation or established within 12 months after the effective date of the annexation.

(Ord. No 2019-09, § 5, 10-21-19)

Sec. 22-35. Reserved.

ARTICLE II. WRECKER AND TOWING SERVICES³

Sec. 22-36. Scope.

- (a) All ~~licensees-tax certificate holders~~ for wrecker or automobile ~~or-and~~ truck towing shall be subject to certain rules and regulations of the city, including but not limited to fingerprinting and background check as set forth in Sec. 22-9.
- (b) All ~~licensees-tax certificate holders~~ for the towing of motor vehicles shall exercise due care for all vehicles in their care, custody and control, and shall not permit any private use thereof by the ~~licensee-certificate holder~~ or the ~~licensee's-tax certificate holders's family or employees, agents or servants-family, employees, or agents.~~
- (c) The ~~licensee-tax certificate holder~~ for the towing of motor vehicles shall place the vehicles within an enclosure at least six feet in height and consisting of a chain-link fence or other comparable fencing, and no person shall be permitted within the enclosure other than the ~~licensee-tax certificate holder, his-their~~ agents, ~~servants~~ and employees.
- (d) In the event of the failure of the ~~licensee tax certificate holder~~ for the towing of motor vehicles to strictly observe the provisions of this section, a public hearing may be held pursuant to section 22-21 and the ~~license tax certificate~~ may be suspended or revoked upon due cause being shown.
- (e) In addition to the remedies set forth herein, the violation of this section shall also subject the ~~licensee-tax certificate holder~~ to penalties as prescribed in section 1-11.

(Ord. No 2019-09, § 6, 10-21-19)

Secs. 22-37—22-45. Reserved.

ARTICLE III. BAIL BONDSMEN⁴

DIVISION 1. GENERALLY

Sec. 22-46. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

³Ord. No. 2019-09, § 6, adopted Oct. 21, 2019, repealed the former Art. II, §§ 22-11—22-23, 22-31—22-44, and enacted a new article as set out herein. The former Art. II pertained to occupational taxes and regulatory fees and derived from Ord. No. 2001-24, § 1, adopted Oct. 1, 2001; Ord. No. 2002-18, § 1, adopted June 3, 2002; Ord. No. 2009-09, § 1, adopted Oct. 5, 2009; and Ord. No. 2010-16, adopted July 6, 2010.

⁴State law reference(s)—Persons deemed professional bondsmen, O.C.G.A. § 17-6-50; certain persons prohibited from engaging in bail bond business, O.C.G.A. § 45-11-8.

Bondsmen, professional or surety means any persons who hold themselves out as signers or sureties of bail bonds for compensation, and who are ~~licensed~~ certified as provided in this article.

Applicant means any person, firm, partnership, corporation, or other legal entity who applies for the issuance, renewal or amendment of a bail bondsmen ~~license~~ occupational tax certificate within the city. When the applicant is not a person, the term shall include each owner, partner, officer, or director thereof. For purposes of background investigation, fingerprinting, and fitness determinations, applicant shall refer to each such individual person required under this chapter or state law to submit to review.

Employee means any individual who works for or provides services to a business holding an occupational tax certificate or ~~regulatory license~~ issued by the city, whether compensated by salary, wages, commission, or otherwise, and whether classified as full-time, part-time, temporary, or contract, ~~or volunteer~~. The term includes, but is not limited to, managers, clerks, attendants, technicians, practitioners, and any person whose duties are directly related to the ~~license~~ certified activity regulated by this Code. Independent contractors engaged in providing regulated services on behalf of the business shall also be deemed employees for purposes of compliance, permitting, and background investigation requirements.

Bail bondsmen ~~license~~ occupational tax certificate means the regulatory ~~license~~ certificate issued by the city authorizing a person or entity to engage in the business of bail bonding within the city. A bail bondsmen ~~license~~ certificate is subject to the application, investigation, approval, and renewal requirements of this Code.

(Code 1986, § 9-4-1; Ord. No. 2000-19, 9-19-00)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 22-47. Persons prohibited from signing bonds.

No attorney at law and no official authorized to admit to bail, nor any city or county official, shall become surety on any bond.

(Code 1986, § 9-4-6; Ord. No. 2000-19, 9-19-00)

Sec. 22-48. Fees of sureties.

- (a) Sureties on criminal bonds in any court shall not, when receiving compensation, charge or receive more than 12 percent of the principal amount of bonds set in the amount of \$10,000.00 or less and shall not charge or receive more than 15 percent of the principal amount of bonds set in an amount in excess of \$10,000.00 as compensation from defendants or from anyone acting for defendants.
- (b) Any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor.

(Code 1986, § 9-4-7; Ord. of 6-19-89(2); Ord. No. 2000-19, 9-19-00; Ord. No. 2001-08, 3-19-01)

State law reference(s)—O.C.G.A. § 17-6-30

Sec. 22-49. Additional compensation prohibited.

No professional bondsman, becoming surety on a bond and receiving the compensation in the case for signing such bond as surety, shall thereafter receive any other sum in the case to the final disposition of such case.

(Code 1986, § 9-4-8; Ord. No. 2000-19, 9-19-00)

Sec. 22-50. Prenumbered receipt as evidence of payment.

- (a) All professional bondsmen engaged in the bail bond business who accept money or any other consideration for any bail bond which they execute must, for payment received, give to the person paying the money or giving the consideration a prenumbered receipt as evidence of payment, which receipt shall state the date, name of the principal, amount of money or consideration received and purpose for which received, number of the power of attorney form attached to the bond, penal sum of the bond (amount of cash bond), and name of person making payment or giving consideration.
 - (b) All professional bondsmen must retain a duplicate copy of each receipt issued as part of their records.
- (Code 1986, § 9-4-9; Ord. No. 2000-19, 9-19-00)

Sec. 22-51. Power of attorney.

All professional bondsmen must attach to each bail bond a duly executed power of attorney in an amount of at least the penal sum of the bond. This section shall not apply to any card or certificate of membership of any automobile club.

(Code 1986, § 9-4-10; Ord. No. 2000-19, 9-19-00)

~~**Sec. 22-52. Bondsmen to have equal access to jail.**~~

~~All professional bondsmen who hold a currently effective license issued by the business license supervisor shall be entitled to equal access to the jail of this city for the purpose of making bond.~~

~~(Code 1986, § 9-4-11; Ord. No. 2000-19, 9-19-00; Ord. No. 2001-08, 3-19-01)~~

Sec. 22-53. Unlawful inducements for benefit of bondsman; unlawful execution of bond.

No professional bondsman shall:

- (1) Pay a fee or rebate or give or promise anything of value to a jailor, police officer, peace officer, municipal court judge or any other person who has power to arrest or to hold in custody; or to any city official or city employee in order to secure a settlement, compromise, remission or reduction of the amount of any bail bond.
- (2) Pay a fee or rebate or give anything of value to an attorney in bail bond matters, except in defense of any action on a bond.
- (3) Pay a fee or rebate or give or promise anything of value to the principal or anyone ~~in on his their~~ behalf.
- (4) Sign or countersign in blank any bond, or give a power of attorney to, or otherwise authorize anyone to countersign ~~his their~~ name to bonds unless the person so authorized is directly employed by the bondsman giving such power of attorney.

(Code 1986, § 9-4-12; Ord. No. 2000-19, 9-19-00)

Sec. 22-54. Display of signs.

- (a) ~~Each professional bondsman duly licensed by the city shall be allowed to display a sign of his own making or choosing in a place designated by the chief of police at or near the book-in, book-out section of the city jail.~~
 - (b) ~~Two signs per licensed bondman shall be permitted and shall be limited to lettering and numbering of no more than three inches high and one and one-half inches in width for each letter or numeral.~~
 - (c) ~~Signs shall be limited to two lines to allow the name of the business licensed under this article at the top and the phone number at the bottom.~~
 - (d) ~~The overall dimensions of the said signs shall be limited to four inches in height and 12 inches in width.~~
- ~~(Code 1986, § 9-4-13; Ord. of 6-19-89(2); Ord. No. 2000-19, 9-19-00; Ord. No. 2001-08, 3-19-01)~~

Sec. 22-55. Conditions of bond.

If a person is admitted to bail for ~~his~~their appearance in municipal court, the condition of the bail bond shall be that he will appear for such hearing, at the time and date specified on the copy of charges, to answer the charge, and will submit himself to the orders and processes of the municipal court judge trying the case and will not depart without leave of the municipal court judge.

~~(Code 1986, § 9-4-21; Ord. No. 2000-19, 9-19-00)~~

Sec. 22-56. Forfeiture of bond; surrender of custody of defendant; procedure.

- (a) The ~~clerk~~Clerk of the ~~court~~Court shall give the surety on all appearance bonds at least 72 hours written notice, exclusive of Saturdays, Sundays, and legal holidays, before the time of the required appearance of the principal. Such notice shall not be necessary if the time for appearance is within 72 hours from the time of arrest, provided the time for appearance is stated on the bond, or where the principal is given actual notice in open court.
- (b) On the date required for appearance of the principal, the presiding municipal judge or designee shall call the case, and, if the accused is not in court and does not answer the call, and, if no good and sufficient reason is given for non-appearance, the judge shall, at the end of the court day, upon the failure of the principal to appear, enter on the docket where the case is stated "bond forfeited" or similar words thereby forfeiting the bond and order an execution hearing not sooner than 120 days but later than 150 days after such failure to appear. Notice of the execution hearing shall be served within ten days of such failure to appear by certified mail or statutory overnight delivery to the surety at the address listed on the bond or by personal service to the surety within ten days of such failure to appear at its home or office or to its designated registered agent. Service shall be considered complete upon the mailing of such certified notice.
- (c) If at the execution hearing it is determined that judgment should be entered, the judge shall so order and a writ of fieri facis shall be filed in the office of the ~~clerk~~Clerk of the ~~court~~Court where such judgment is entered.

~~(Code 1986, § 9-4-22; Ord. No. 2000-19, 9-19-00; Ord. No. 2001-08, 3-19-01)~~

Cross reference(s)—O.C.G.A. § 17-6-70(b); O.C.G.A. § 17-6-71(a); O.C.G.A. § 17-6-71(b).

State law reference(s)—O.C.G.A. § 17-6-71(a).

Sec. 22-57. Conditions not warranting forfeiture of bond for failure to appear; remission of forfeiture.

- (a) No judgment shall be rendered on a forfeiture of any appearance bond if it is shown to the satisfaction of the court by the written statement of a licensed physician that the principal on the bond was prevented from attending by some mental or physical disability.
- (b) No judgment shall be rendered on a forfeiture of any appearance bond if it is shown to the satisfaction of the court that the principal on the bond was prevented from attending because ~~he or she~~ they was/were detained by reason of arrest, sentence, or confinement in a penal institution or jail in the State of Georgia, or so detained in another jurisdiction, or because ~~he or she~~ they was/were involuntarily confined or detained pursuant to court order in a mental institution in the State of Georgia or another jurisdiction. An official written notice of the holding institution in which the principal is being detained or confined shall be considered proof of the principal's detention or confinement and such notice may be sent from the holding institution by mail or delivered by hand or by facsimile machine. Upon the presentation of such written notice to clerk of the proper court, the prosecuting attorney, and the sheriff or other law enforcement officer having jurisdiction over the case, along with a letter of intent to pay all costs of returning the principal to the jurisdiction of court, such notice and letter shall serve as the surety's request for a detainer or hold to be placed upon the principal. Should there be a failure to place a detainer or hold within 15 days, excluding Saturdays, Sundays, and legal holidays, and after such presentation of such notice and letter of intent to pay costs, the surety shall then be relieved of liability for the appearance bond without further order of the court.
- (c) No judgment shall be rendered on a forfeiture of any appearance bond if it is shown to the satisfaction of the court that prior to the entry of the judgment on the forfeiture the principal on the bond is in the custody of the sheriff or other responsible law enforcement agency. An official written notice of the holding institution in which the principal is being detained or confined shall be proof of the principal's detention or confinement and such notice may be sent from the holding institution by mail or delivered by hand or by facsimile machine. Upon presentation of such written notice to the clerk of the proper court, the prosecuting attorney, and the sheriff or other law enforcement officer having jurisdiction over the case along with a letter of intent to pay all of the costs of returning the principal to the jurisdiction of the court, such notice and letter shall serve as the surety's request for a detainer or hold to be placed upon the principal. Should there be a failure to place a detainer or hold within 15 days, excluding Saturdays, Sundays, and legal holidays, and after such presentation of such notice and letter of intent to pay costs, the surety shall then be relieved of liability for the appearance bond without further order of the court.
- (d) In cases in which paragraph (3) of this subsection is not applicable, on application filed within 120 days from the payment of the judgment, the court shall order remission under the following conditions:
- (1) Provided the bond amount has been paid within 120 days after judgment and the delay has not prevented prosecution of the principal and upon application to the court with prior notice to the prosecuting attorney of such application, said court shall direct remission of 95 percent of the bond amount remitted to the surety if the surety located the principal in the custody of the sheriff in the jurisdiction where the bond was made, apprehends, surrenders, or produces the principal, if the apprehension or surrender of the principal was substantially procured or caused by the surety, or if the location of the principal caused the adjudication of the principal in the jurisdiction where the bond was made. Should the surety, within two years of the principal's failure to appear, locate the principal in the custody of the sheriff in the jurisdiction where the bond was made or another jurisdiction causing the return of the principal to the jurisdiction where the bond was made or in another jurisdiction causing the return of the principal to the jurisdiction where the bond was made, apprehend, surrender, or produce the principal, if the apprehension or surrender of the principal is substantially procured or caused by the surety, or if the location of the principal by the surety causes the adjudication of the

principal in the jurisdiction in which the bond was made, the surety shall be entitled to a refund of 50 percent of the bond amount. The application for 50 percent remission shall be made no later than 30 days following the expiration of the two-year period following the date of judgment.

- (2) Remission shall be granted upon condition of the payment of court costs and of the expenses of returning the principal to the jurisdiction of the surety; or
- (3) If, within 120 days after judgment, the surety surrenders the principal to the sheriff or responsible law enforcement officer, or said surrender has been denied by the sheriff or responsible law enforcement officer, surety locates the principal in custody of another jurisdiction, the surety shall only be required to pay costs and five percent of the face amount of the bond, which amount includes all surcharges. If it is shown to the satisfaction of the court, by presentation of competent evidence from the sheriff or the holding institution, that said surrender has been made or denied or that the principal is in custody in another jurisdiction or that said surrender has been made and that five percent of the face amount of the bond and all costs have been tendered to the sheriff, the court shall direct that the judgment be marked satisfied and that the writ of execution, fi. fa., be cancelled.

(Code 1986, § 9-4-23; Ord. No. 2000-19, 9-19-00)

Cross reference(s)—O.C.G.A. § 17-6-72.

Sec. 22-58. Cancelling bond.

When the condition of the bond is satisfied or the forfeiture of the bond has been discharged or remitted, the municipal court judge shall make an order canceling the bond. Conviction or acquittal of the defendant shall satisfy the terms of the bond written by any bail bondsman.

(Code 1986, § 9-4-24; Ord. No. 2000-19, 9-19-00)

Sec. 22-59. Officer taking insufficient bail or accepting unqualified surety.

Any person authorized to take bail, who takes bail which he knows to be insufficient, or accepts as surety any professional bondsman who is not qualified to act as surety, shall be guilty of an act of misconduct and shall be subject to disciplinary action by the ~~department head~~department head or their designee in accordance with existing rules and regulations for same.

(Code 1986, § 9-4-25; Ord. No. 2000-19, 9-19-00)

Sec. 22-60. Employee termination.

Any professional bondsman who terminates the appointment of any employee authorized to sign bonds shall immediately file written notice thereof with the ~~chief~~Chief of ~~P~~police and Business License ~~Supervisor~~Manager, together with a statement that he has given or mailed notice to the employee. Such filed notice shall state the reasons, if any, for such termination. Information so furnished shall be privileged and shall not be used as evidence in any action against the professional bondsman.

(Code 1986, § 9-4-5; Ord. No. 2000-19, 9-19-00; Ord. No. 2001-08, 3-19-01)

Secs. 22-61—22-70. Reserved.

DIVISION 2. LICENSE OCCUPATIONAL TAX CERTIFICATE

Sec. 22-71. Required; qualifications; application; guidelines.

- (a) No person shall act as a bail or professional bondsman in the city without having a license occupational tax certificate therefore from the city as provided in this article.
- (b) To qualify for a license occupational tax certificate under this article, the following certified information must affirmatively appear on, or be annexed to, the application that:
 - (1) The applicant is a citizen of the United States, and has been a bona fide resident of this state for one year last past.
 - (2) The applicant is a natural person who has reached the age of 21 years.
 - (3) The place of business of the applicant shall be located in this state and that such applicant will be actively engaged in the bail bond business and maintain a place of business or residential address accessible to the public.
 - (4) Complete documentation showing the composition of the company for which applicant is applying to be an individual, a trust, or group of individuals, whether or not formed as a partnership or other legal entity, or a corporation or a combination of individuals, trusts, or corporations and setting forth the names and addresses of each partner, officer, director, shareholder, trust, member or other entity composing the company.
 - (5) The employee applicants qualified to sign bonds, are persons of high character and provable integrity and each shall be vouched for by two other reputable citizens who are residents of the county.
 - (6) A complete set of fingerprints and a recent credential-size, full face photograph of the applicant. Each application shall require a background investigation as set forth in the Kennesaw Code of Ordinances, section 22-769 and certify the applicant to be free of any record of any crime or any violation of law applicable to the bail bonding business within previous five years.
 - (7) A complete set of fingerprints and a recent credential-size, full face photograph of each individual authorized to execute bonds on behalf of the company. Such application shall request and provide personal information sufficient to perform a background investigation on the employee applicant as set forth in the Kennesaw Code of Ordinances, section 22-976 and certify the employee applicant to be free of any record of any crime or any violation of law applicable to the bail bonding business. Any person who will have power of attorney extended for the purpose of writing bonds must submit the above described application.
 - (8) An affidavit listing all real property in which the applicant has an interest, stating the ownership of such real property, any liens or encumbrances thereon and describing such property in detail, including but not limited to the true market value of such property. Such affidavit is to be submitted according to the standards promulgated by the ~~chief~~Chief of ~~police~~Police.
 - (9) The applicant has, or has applied for a business licensean occupation tax certificate with the city and has or will pay that rate which is specified in the business licensemaster fee schedule.The applicant will pay the rate specified in the master fee schedule once a occupational tax certificate have been attained for the business.

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- (c) A fee as set forth in the schedule of fees and charges shall be submitted with each application to the ~~mayor~~ Mayor and ~~council~~ Council, such fee to defray the cost of conducting a character investigation required by this section.
- (d) No person shall be permitted to sign professional bonds or act as an agent or representative of a bonding company if such person:
- (1) Has been convicted of a felony offense;
 - (2) Has been convicted of a crime involving moral turpitude;
 - (3) Has failed to meet bonding obligations in the city or any other city or county in the state of Georgia or elsewhere. This provision shall apply to all persons who have an ownership interest in a bonding business in another jurisdiction regardless of the name of the entity; or
 - (4) Fails to qualify as a bondsman under applicable state statutes governing who may act in such capacity.
- (e) No person shall be permitted to write professional bonds which are prohibited as a matter of law.
- (f) Persons employed by the city will not be permitted to operate, own an interest in, or act in any capacity as an agent for a professional bonding company. In the event this provision is violated, the approved bonding company's privileges shall be suspended and/or revoked until such time as the conflict is ~~remedied~~ remedied, and such persons are no longer affiliated with the bonding company.
- (g) These provisions in no way prohibit the city or its authorized agents from establishing additional standards with which bonding companies must comply, nor does it in any way limit the city's legal right to regulate the privilege of writing bail bonds.
- (h) Applicants seeking permission to act as professional bondsmen in the city must qualify as follows:
- (1) Applicants must sign an agreement with the city providing for an escrow account in any one or more financial institutions designated as city depositories. This escrow shall be ten percent of that company's bonding capacity and shall not be less than \$2,500.00. If this escrow is encroached upon for any reason or if the ~~city's~~ City's ~~chief~~ Chief of ~~P~~ Police otherwise determines that additional escrow is required to ensure the solvency or reliability of the professional bonding business, the ~~city's~~ City's ~~C~~ Chief of ~~p~~ Police may amend the escrow through written notice to the professional bonding business.
 - (2) The president of a corporation operating a professional bonding business in the city shall provide the ~~C~~ Chief of ~~p~~ Police with the names of all partners, officers, stockholders, and any other person(s) or corporation(s) having an interest in or involved with the business of the corporation. This information shall be provided prior to the bonding company initiating business or upon the renewal of ~~its~~ license occupational tax certificate. The bonding company shall immediately notify the ~~C~~ Chief of ~~P~~ Police of any changes of ownership or direction. Failure of the corporation to comply with these provisions shall result in the immediate suspension of bonding privileges.
 - (3) All employees and/or owners of a professional bonding company must be fingerprinted and photographed by the identification division of the city police department.
 - (4) Each employee of a bonding company must file a properly executed power of attorney from that bonding company.
 - (5) Professional bonding companies must receive the approval of the ~~chief~~ Chief of ~~p~~ Police prior to posting a bond or any combination of bonds which total \$25,000.00 or more for any one individual.
- (i) No professional bonding company may sign a bond in which another bonding company or third party receives compensation to arrange the release of an inmate from the city jail.
- (j) All bonding companies shall file with the ~~C~~ Chief of ~~p~~ Police a monthly report. These reports will include the following information and shall be filed in the form of an affidavit:
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- (1) List by name, in alphabetical order, amount, and date of bonds signed during each month.
 - (2) List by name, in alphabetical order, case or indictment number and date of all bonds officially settled during each month.
 - (3) List by name, amount, and date of bond, all judgments rendered by the city, state and/or Superior Court of Cobb County and/or any other counties, subject to collection in the city.
 - (4) List by name, amount, and date of bond all forfeitures pending in Kennesaw and/or other cities or counties, subject to collection in the city.
 - (5) List personnel in the employment of submitting bonding company.

(Code 1986, § 9-4-2; Ord. of 6-19-89(2); Ord. No. 2000-19, 9-19-00; Ord. No. 2001-08, 3-19-01; Ord. No. 2019-09, § 7, 10-21-19)

Sec. 22-71.1. Renewal of ~~license~~tax certificates.

- (a) Any professional bonding company ~~licensed~~certified under this chapter shall be required to renew its ~~license occupational tax certificate~~ before December 31 of each consecutive year. Failure to pay the ~~license tax certificate~~ fee by January 31 shall automatically revoke the ~~license~~tax certificate.
- (b) Each application for renewal of such ~~license tax certificate~~ shall be accompanied by a certified statement from the professional bonding company that it is in compliance with all requirements of any agreements with the city and the provisions of this Code section, along with copies of the monthly reports filed each month with the ~~chief~~Chief of ~~police~~Police as required by section 22-71(j) of this section for the previous year.

(Ord. No. 2001-08, 3-19-01)

Sec. 22-72. Denial; suspension; revocation; nonrenewal.

Each year upon application for a ~~license~~an ~~occupational tax certificate~~ under this article, the applicant shall comply with the requirements of this article, and the ~~license tax certificate~~ shall be granted, renewed or denied in accordance with this article. The ~~mayor~~Mayor and ~~council~~Council may deny, suspend, revoke or refuse to renew any ~~license tax certificate~~ issued in accordance with the requirements of this article for any of the following causes:

- (1) For any cause for which issuance of the ~~license tax certificate~~ could have been refused had it then existed and been known to the ~~mayor~~Mayor and ~~council~~Council.
- (2) Material misstatement, misrepresentation or fraud in obtaining the ~~license~~tax certificate.
- (3) Misappropriation, conversion or unlawful withholding of money belonging to others and received in the conduct of business under the ~~license~~tax certificate.
- (4) Conviction of a felony.
- (5) Fraudulent or dishonest practices in the conduct of business under the ~~license~~tax certificate.
- (6) Failure to comply with the provisions of this article.
- (7) Failure to return collateral security to the principal when the principal is entitled thereto.
- (8) When in judgment of the ~~mayor~~Mayor and ~~council~~Council, the ~~licensee tax certificate holder~~ has, in the conduct of affairs under the ~~license~~tax certificate, demonstrated incompetency or untrustworthiness, or conduct or practices rendering him unfit to carry on the bail bond business, or making ~~his~~their continuance in such business detrimental to the public interest, or that he is no longer in good faith carrying on the bail bond business, or that he is guilty of rebating, or offering to rebate, or

offering to divide ~~his-their~~ compensation, and for any or all such reasons, is found by the ~~mayor-Mayor~~ and ~~council-Council~~ to be a source of detriment, injury or loss to the public.

(Code 1986, § 9-4-4; Ord. of 6-19-89(2); Ord. No. 2000-19, 9-19-00)

Sec. 22-73. Return of ~~license-occupational tax certificate~~ upon termination of business.

Any professional bondsman who discontinues writing bail bonds during the period for which he is ~~licensed certified~~ shall notify the ~~chief-Chief~~ of ~~police-Police~~ and the ~~city-City clerk-Clerk~~ and immediately return ~~his-their licensetax certificate~~.

(Code 1986, § 9-4-3; Ord. No. 2000-19, 9-19-00)

Sec. 22-74. State statutes governing professional bondsmen.

Bondsmen shall comply with all applicable state statutes which control bonding procedures within the State of Georgia.

(Ord. No. 2000-19, 9-19-00)

Sec. 22-75. Individuals other than professional bondsmen.

The ~~chief-Chief~~ of ~~police-Police~~ may allow an individual property owner to sign a bail bond under the following conditions:

- (1) The individual must own real property in Kennesaw or Cobb County.
- (2) The individual must prove ownership of said real property by either:
 - a. A current tax receipt; or
 - b. A copy of warranty deed transferring full interest in described piece of property.
 - c. The individual must sign an affidavit that ~~he/shethey~~ ~~have~~s equity in said property of at least twice the amount of said bail bond, excluding homestead exemption on each bond written.
 - d. Individual bondsmen shall not receive any compensation, gift or collateral for making or signing a defendant's bond and must sign an affidavit affirming such.

(Ord. No. 2000-19, 9-19-00)

Sec. 22-76. State and national criminal backgrounding of persons engaged in the bail bond business.

1. This ordinance is enacted pursuant to Pursuant to O.C.G.A. § 35-3-35 to regulate the issuance of ~~licensetax certificates~~ and employment of those engaged in the bail bond business within the City of Kennesaw.

2. An applicant or employee seeking to engage in bail bonding shall submit all required applications and payment of appropriate fees to the City of Kennesaw ~~Business License Manager~~ and provide fingerprints taken by the City of Kennesaw Police Department.

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3. Upon receipt of the fingerprints and the appropriate fees, the City of Kennesaw Police Department will transmit fingerprints to the Georgia Bureau of Investigation/GCIC. The Georgia Bureau of Investigation/GCIC will compare the subject's fingerprints against its criminal file, and if no disqualifying conduct is found therein, they will submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be returned to the Georgia Bureau of Investigation/GCIC, which will disseminate the state and national results to the City of Kennesaw Police Department.

4. The City of Kennesaw **Business License Manager** shall render a fitness determination based upon the results of the criminal background check. In rendering a fitness determination, the City of Kennesaw **Business License Manager** will decide whether the record subject has been convicted of or is under pending indictment for (a) a crime which bears upon **their** ability or fitness to serve in that capacity; (b) any felony or a misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers set forth in the Municipal Code of the City of Kennesaw, Georgia. Upon completion, the **Business License Manager** will communicate the fitness determination to the applicant.

6. A record subject may request and receive a copy of **their** criminal history record information from the Kennesaw Police Department. Should the record subject seek to amend or correct **their** record, **they** must contact the Georgia Bureau of Investigation/GCIC for a Georgia state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

(Ord. No. #####)

Secs. 22-767—22-95. Reserved.

ARTICLE IV. CHARITABLE SOLICITATIONS⁵

Sec. 22-96. Provisions incorporated by reference.

The Georgia Charitable Solicitations Act of 1988 as set forth in O.C.G.A. § 43-17-1 et seq. is by this reference incorporated herein and made a part of this Code in as full and complete a manner and with like effect as though set out in full in this article.

Secs. 22-97—22-115. Reserved.

ARTICLE V. SOLICITATIONS⁶

⁵State law reference(s)—Georgia Charitable Solicitations Act of 1988, O.C.G.A. § 43-17-1 et seq.

⁶Editor's note(s)—Ord. No. 2011-02, adopted Feb. 28, 2011, amended the former Art. V, §§ 22-116—22-131, and enacted a new Art. V as set out herein. The former Art. V pertained to commercial solicitations and derived from Code 1986, §§ 9-3-1—9-3-6; Ord. No. 2010-20, adopted Oct. 10, 2010.

State law reference(s)—Peddlers and itinerant traders, O.C.G.A. §§ 40-6-97; 43-32-1 et seq.

Sec. 22-116. Legislative findings.

In enacting this article, the ~~mayor~~ Mayor and ~~city~~ City council Council of the City of Kennesaw make the following legislative findings:

- (a) The orderly flow of motorized traffic is a major concern in congested urban areas, particularly because an obstruction or delay in traffic at one point along a traffic artery results in delays and backups far down the roadway.
- (b) There exists a substantial disruption in crowd and traffic control caused by the solicitation of contributions.
- (c) Solicitation and selling requires "stopping [individuals] momentarily or for longer periods of time as money is given or exchanged for literature." *Heffron v. International Society of Krishna Consciousness, Inc.*, 452 U.S. 640, 653 (1981).
- (d) Restrictions on the solicitation of contributions or sale of items on public streets and highways is necessary to assure the free movement of vehicle traffic on those streets and highways.
- (e) Unlike oral advocacy of ideas or the distribution of literature, successful solicitation of contributions or sales requires the individual to respond by searching for currency and passing it to the solicitor.
- (f) After the solicitor has departed, the driver must then secure any change returned, replace a wallet, or close a purse, and then return proper attention to ~~his or her~~ their full responsibilities as motor vehicle driver.
- (g) The direct personal solicitation from drivers and occupants of motor vehicles distracts the driver from ~~his or her~~ their primary duty to watch the traffic and potential hazards in the road, observe all traffic control signals or warnings, and prepare to move through the intersection.
- (h) The distraction of motorists occasioned by solicitation not only threatens to impede the orderly flow of ~~traffic, but~~ traffic but also raises concerns of traffic and public safety.
- (i) Evident dangers of physical injury and traffic disruption are present when individuals stand in the center of busy streets trying to engage drivers and solicit contributions from them. *United States Labor Party v. Oremus*, 619 F.2d 683, 688 (7th Cir. 1980).

(Ord. No. 2011-02, 2-18-11)

Sec. 22-117. Definitions.

The following terms, as used in this article whether or not capitalized, shall have the meanings set forth in this section:

- (a) *Charitable organization.*
 - (1) The term "charitable organization" means either of the following:
 - a. Any entity that is determined by the Internal Revenue Service to be a tax exempt entity pursuant to Section 501(c)(3) of the Internal Revenue Code;
 - b. Any entity that is or holds itself out to be established for any benevolent, philanthropic, patriotic, educational, humane, scientific, public health, environmental conservation, civic, or other eleemosynary purpose or for the benefit of law enforcement personnel, firefighters, or other persons who protect the public safety, or any person who in any manner employs a charitable appeal as the basis of any solicitation or an appeal that suggests that there is a charitable purpose to any solicitation.

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- (2) The term "charitable organization" is not limited to only those entities to which contributions are tax deductible under Section 170 of the Internal Revenue Code.
- (3) The term "charitable organization" does not include an employer who is not engaged in the business of soliciting contributions or conducting charitable sales promotions but who incidentally solicits contributions for a charitable entity or purpose; or a compensated employee of an employer not engaged in the business of soliciting contributions or conducting charitable sales promotions, when the employee solicits contributions or conducts charitable sales promotions at the direction of the employee's employer.
- (b) *Charitable purpose.*
- (1) The term "charitable purpose" means either of the following:
- a. Any purpose described in section 501(c)(3) of the Internal Revenue Code, as amended.
 - b. Any benevolent, philanthropic, patriotic, educational, humane, scientific, public health, environmental conservation, civic, or other eleemosynary objective or any objective that benefits law enforcement personnel, firefighters, or other persons who protect the public safety.
- (2) The term "charitable purpose" is not limited to only those purposes for which contributions are tax deductible under Section 170 of the Internal Revenue Code.
- (c) *City* means the City of Kennesaw.
- (d) *Commercial co-venturer* means any person and/or entity who for profit regularly and primarily is engaged in trade or commerce other than in connection with soliciting for charitable entities or charitable purposes and who conducts a charitable sales promotion.
- (e) *Contribution* means the promise, pledge, or grant of any money or property, financial assistance, or any other thing of value in response to a solicitation or received as part of or in response to a charitable sales promotion. The term "contribution" does not include any bona fide fees, or any dues or assessments paid by members, provided that membership is not conferred solely as a consideration for making a contribution in response to a solicitation.
- (f) *Business solicitor* means a person and/or entity who is soliciting the purchase of goods or services from business owners within the city. A business solicitor shall be exempt from then registration requirements contained in section 22-120 of this article.
- (g) *Door-to-door* means the visiting of residential dwellings for the purpose of offering goods, wares, merchandise, services, or other things of value for sale.
- (h) *Fund-raising counsel* means any person and/or entity who, for compensation, plans, manages, advises, consults, or prepares material for or with respect to the solicitation in the city of contributions for any charitable organization or at any time has custody of contributions from such a solicitation, but does not solicit contributions and does not employ, procure, or otherwise engage any compensated person to solicit contributions. The term "fund-raising counsel" does not include the following:
- (1) An attorney, investment counselor, or banker who in the conduct of the attorney's, investment counselor's, or banker's profession advises a client;
 - (2) A charitable organization or a bona fide officer, employee, or volunteer of a charitable organization, when the charitable organization has full knowledge of the services being performed on its behalf and either of the following applies:
 - a. The services performed by the charitable organization, bona fide officer, employee, or volunteer are performed on behalf of the charitable organization that employs the bona fide officer or employee or engages the services of the bona fide volunteer;
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- b. The charitable organization on whose behalf the services are performed shares some element of common control or an historic or continuing relationship with the charitable organization that performs the services or employs the bona fide officer or employee or engages the services of the bona fide volunteer.
 - (3) An employer who is not engaged in the business of soliciting contributions or conducting charitable sales promotions but who incidentally solicits contributions for a charitable organization or purpose without compensation;
 - (4) A compensated employee of an employer who is not engaged in the business of soliciting contributions or conducting charitable sales promotions, when the employee solicits contributions or conducts charitable sales promotions at the direction of the employee's employer.
- (i) *Internal Revenue Code* means the "Internal Revenue Code of 1986," 100 Stat. 2085, 26 U.S.C.A. § 1 et seq., as amended.
- (j) *Police department* means the Kennesaw Police Department.
- (k) *Professional solicitor* means any person and/or entity who, for compensation, performs on behalf of or for the benefit of a charitable organization any service in connection with which contributions are or will be solicited in the city by the compensated person or by any person it employs, procures, or otherwise engages directly or indirectly to solicit contributions. The term "professional solicitor" does not include the following:
- (1) An attorney, investment counselor, or banker who in the conduct of the attorney's, investment counselor's, or banker's profession advises a client;
 - (2) A charitable organization or a bona fide officer, employee, or volunteer of a charitable organization, when the charitable organization has full knowledge of the services being performed on its behalf and either of the following applies:
 - a. The services performed by the charitable organization, bona fide officer, employee, or volunteer are performed on behalf of the charitable organization that employs the bona fide officer or employee or engages the services of the bona fide volunteer;
 - b. The charitable organization on whose behalf the services are performed shares some element of common control or an historic or continuing relationship with the charitable organization that performs the services or employs the bona fide officer or employee or engages the services of the bona fide volunteer.
 - (3) An employer who is not engaged in the business of soliciting contributions or conducting charitable sales promotions but who incidentally solicits contributions for a charitable organization or purpose without compensation;
- (l) *Solicitor* means a person and/or entity who is soliciting the sale of goods, wares, merchandise, services, or other things of value by doing so door-to-door. Unless otherwise indicated in this article, the term "solicitor" shall not include business solicitor. Any person and/or entity who is soliciting orders for goods, wares, merchandise or other things of value from any person by going door-to-door on behalf of: a charitable organization; or, any religious organizations; or, any political organization, or any political candidate as described in O.C.G.A. § 43-17-9, as amended, is not a solicitor as defined in this article and shall not be subject to the provisions of this article, with the exception of section 22-124 of this article. All persons and/or entities offering for sale any goods, wares, merchandise, services, or other things of value shall be subject to section 22-124 of this article.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-118. Penalty for violation of article.

Any person and/or entity violating any provisions of this article shall, upon conviction thereof, be punished as provided in section 1-11 of the city ordinances of the City of Kennesaw.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-119. Applicability of article to business solicitors.

- (a) This article shall be inapplicable to any person and/or entity who is solely a business solicitor and does not engage in any door-to-door solicitation.
- (b) A business solicitor shall not engage in any door-to-door solicitation without first complying with all of the requirements of this article.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-120. Registration required—Solicitor.

Any person desiring to be a solicitor within the city shall register with and obtain a solicitor permit from the business license ~~department-office~~ of the city.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-121. Application for permit.

- (a) No solicitor shall be authorized to solicit orders until ~~he or she~~they files an application with the business license ~~department-office~~ and ~~is are~~ issued a solicitor permit from the ~~city~~City. It is the applicant's responsibility to assure that ~~his or her~~their application is complete as any incomplete application will not be processed by the city. **!**
- (b) Once the completed application is filed, the business license ~~department-office~~ shall conduct an investigation which includes, but is not limited to, an investigation of the applicant's police record and moral character. Once the business license ~~department-office~~ deems an application to be complete for purposes of processing, the business license ~~department-office~~ shall either grant or deny the permit no later than ten business days after the date the application became complete for purposes of processing. The business license ~~department-office~~ shall furnish the police department with a duplicate of the application for a soliciting permit.
- (c) The police department, within five business days, shall furnish a report to the business license ~~department office~~ of the police records, if any, of the applicant. For purposes of this section, the business license ~~department's-office's~~ investigation into the applicant's moral character shall be limited to and no permit shall be given to any applicant who shall have either a pending charge or a conviction for a crime of moral turpitude or an offense involving unethical or improper business actions or any felony or any civil judgments involving unethical or improper business actions, including but not limited to actions which would constitute fraud and deceit under the law of this state.
- (d) No application for a permit under this section shall be received or acted upon if the applicant has submitted the same or a similar application for a permit within the preceding 12 months, which prior application has been dismissed, denied, or abandoned.

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- (e) No license permit shall be granted if the applicant is in violation of any portion of this article or has within 12 months preceding the filing of an application under this section been in violation of this article or other law or ordinance regulating the activities for which that permit is sought.
- (f) A solicitor or the entity or organization shall have the right to file an appeal from the denial of a permit by the business license department office to the ~~city~~ City manager ~~Manager~~. Appeal requests must be made in writing and submitted to the city City manager Manager within ten calendar days of the denial of the permit or permits of the solicitors.

(Ord. No. 2011-02, 2-18-11; Ord. No. 2021-08, § 1, 8-2-21)

Sec. 22-122. Issuance of permit; ~~identity card.~~

- (a) Upon proper registration as provided in this article with the business license department office, a written permit shall issue, to be valid for a period of 30 calendar days from and after the date of issuance. The permit may be renewed by filing a renewal application with the business license department office upon forms prescribed by the office and paying a renewal fee. Such renewal is within the discretion of the business license department office taking into account the number of such permits issued within the 30 calendar days preceding the request for such renewal.
- ~~(b) In addition, identity cards shall be issued by the business license department that must be carried by all solicitors in the city. The permit holder shall wear the identity card on his or her left or right shoulder of his or her outer garment so that such badge can be readily seen by the owner or occupant of the premises.~~

(Ord. No. 2011-02, 2-18-11; Ord. No. 2021-08, § 1, 8-2-21)

Sec. 22-123. Requirements of solicitors.

Soliciting or canvassing door-to-door in the city shall be subject to the following regulations:

- (a) All soliciting or canvassing in the city shall only occur between the hours of 9:00 a.m. and sunset.
- (b) The number of solicitors in the city from or representing any single firm, corporation or entity shall not exceed 25 in number at any one time.

(Ord. No. 2011-02, 2-18-11; Ord. No. 2021-08, § 1, 8-2-21)

Sec. 22-124. Prohibited acts.

- (a) It shall be unlawful for any person who is soliciting, canvassing, or calling on any business or residence to do any of the following:
- (1) Falsely represent, directly or by implication ~~implication~~, that funds are being solicited on behalf of any person and/or entity other than as registered with the business license department office.
 - (2) Without the express prior permission of an occupant or property owner, solicit at any residence, address, apartment complex or business establishment where there is posted a sign forbidding any solicitation.
 - (3) Remain on private premises after being asked to leave the premises or continue solicitation after being refused; such action shall constitute trespass or harassment, respectively.
 - (4) Enter any residential dwelling except at the express invitation of the occupant.
- (b) A solicitor shall, at all times, maintain a courteous decorum and shall not use opprobrious words to any homeowner or occupant.

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- (c) No solicitor shall remain upon the premises of an occupant or owner after such occupant or owner has requested that the solicitor leave the premises.
 - (d) No solicitor shall remain upon the premises of an occupant or owner after such occupant or owner has indicated that ~~he or she~~they is are not interested in purchasing the good or service being represented by that solicitor.

(Ord. No. 2011-02, 2-18-11)

Sec. 12-125. Records of business license office, complaints.

- (a) The business license ~~department office~~ shall maintain true and accurate records of the name and identification number of each solicitor, together with other requirements of this article, and shall maintain a log of all complaints made against each solicitor or entity represented by such solicitor. If the business license office shall receive any ordinance violation complaints concerning a particular solicitor, or three violation complaints concerning an entity, the business license office shall notify the solicitor and the entity that the solicitor represents of the complaints, and the ~~business license supervisor~~Business License Manager may suspend the permit of either the solicitor or of all solicitors representing that entity until such time as the solicitor or entity can show cause that ~~he, she or it~~they are is in compliance with the rules and regulations of this article.
- (b) The business license office shall maintain a true and accurate log of each complaint showing the name of the complainant, the address of the complainant, and the substance of the complaint. Such records shall be available to the solicitor, or ~~his or her~~their entity, and shall be deemed a public record.
- (c) A hearing shall be set before the ~~supervisor of the license office~~Business License Manager within five business days after notification of the solicitor of the complaint, at which time the business license office shall investigate the nature of the complaints and the solicitor may use witnesses or other evidence to show ~~his or her~~their compliance with this article.
- (d) If the ~~supervisor of the license office~~Business License Manager shall determine a violation on the part of the solicitor of the ordinances of the city has occurred, ~~he or she~~they shall revoke the permit of that solicitor.
- (e) If the ~~supervisor of the license office~~Business License Manager shall determine three or more violations have occurred on the part of one or more solicitors representing a single organization or entity, the ~~supervisor~~manager shall revoke all of the permits then held by the solicitors associated with or representing that organization or entity.
- (f) A solicitor or the entity or organization shall have the right to file an appeal from the ruling of the business license office to the ~~city~~City managerManager. Appeal requests must be made in writing and submitted within ten calendar days of revocation of the permit or permits of the solicitors.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-126. Registration of charitable organizations.

- (a) Every charitable organization, except those exempted under section 22-127 of this article, that intends to solicit contributions in the city by any means or have contributions solicited in the city on its behalf by any other person, charitable organization, commercial co-venturer, or professional solicitor, or that participates in a charitable sales promotion, prior to engaging in any of these activities and annually thereafter, shall file a registration statement with the city upon a form prescribed by the city prior to any charitable solicitation in the city. No charitable organization that is required to register under this article prior to registration, shall solicit contributions in the city by any means, have contributions solicited in the city on its behalf by any

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other person, charitable organization, commercial co-venturer, or professional solicitor, or participate in a charitable sales promotion.

- (b) The registration statement shall be signed and sworn to, under penalty of perjury, by the chief executive officer, treasurer, or chief financial officer of the charitable organization and shall contain the following information:
- (1) The name of the charitable organization, the purpose for which it is organized, and the name or names under which it intends to solicit contributions;
 - (2) The address and telephone number of the principal place of business of the charitable organization or, if the charitable organization does not maintain an office in this state, the name, address, and telephone number of the person that has custody of its financial records;
 - (3) The names and addresses of the officers, directors, trustees, and executive personnel of the charitable organization;
 - (4) A statement of whether the charitable organization is registered with or otherwise authorized by any other governmental authority in this state or another state to solicit contributions;
 - (5) A statement of whether the charitable organization has had its registration or authority denied, suspended, revoked, or enjoined by any court or other governmental authority in this state or another state;
 - (6) A statement of whether the charitable organization intends to solicit contributions from the public directly by using its own resources or to have solicitations made on its behalf through the use of another charitable organization, fund-raising counsel, professional solicitor, or commercial co-venturer;
 - (7) The names, addresses, and the telephone numbers of any other charitable organization, fund-raising counsel, professional solicitor, and commercial co-venturer who act or will act on behalf of the charitable organization, together with a statement setting forth the specific terms of the arrangements for salaries, bonuses, commissions, expenses, or other remunerations to be paid the other charitable organization, fund-raising counsel, professional solicitor, and commercial co-venturers;
 - (8) The charitable purpose or purposes for which the contributions to be solicited will be used;
 - (9) The names, addresses, and telephone numbers of the persons within the charitable organization who will have final responsibility for the custody of the contributions;
 - (10) The names of the persons within the charitable organization that will be responsible for the final distribution of the contributions.
- (c) With the annual registration form, the charitable organization shall file with the city the following:
- (1) A copy of the current charter, articles of incorporation, articles of organization, instrument of trust, constitution, or other organizational instruction, and a copy of the by-laws or operating agreement of the charitable organization;
 - (2) A certificate of insurance indicating that the charitable organization has insurance coverage during the time period it is going to engage in the solicitation of contributions.
- (d) The charitable organization shall pay the annual registration fee prescribed by the city.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-127. Organizations not required to file annual registration.

The following shall not be required to file a registration statement as provided in section 22-126 of this article:

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- (a) Any religious agencies and organizations, and charities, agencies, entities, and organizations operated, supervised, or controlled by a religious entity or organization;
 - (b) Any charitable organization that meets all of the following requirements:
 - (1) It has been in continuous existence in this state for a period of at least two years;
 - (2) It has received from the Internal Revenue Service a determination letter that is currently in effect, stating that the charitable organization is exempt from federal income taxation under Subsection 501(a) and described in Subsection 501(c)(3) of the Internal Revenue Code.
 - (c) Any educational institution, when solicitation of contributions is confined to alumni, faculty, trustees, or the student membership and their families;
 - (d) Every person other than an individual, when solicitation of contributions for a charitable purpose or on behalf of a charitable organization is confined to its existing membership, present or former employees, or present or former trustees, and their families;
 - (e) Any public primary or secondary school, when solicitation of contributions is confined to alumni, faculty, or the general population of the local school district;
 - (f) Any booster club that is organized and operated in conjunction with and for the benefit of students of public primary or secondary schools.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-128. Fund-raising counsel requirements.

- (a) No person or entity shall act as a fund-raising counsel unless the person first has complied with the requirements of this article and any rules adopted under this article.
- (b) Any fund-raising counsel that, at any time, has custody of contributions from a solicitation shall do all of the following:
 - (1) Register with the city. Applications for registration or renewal of registration shall be in writing, under oath, and in the form prescribed by the city, and shall be accompanied by a fee in the amount of \$200.00. Any corporation, general partnership, limited partnership, limited liability company, association, joint venture, sole proprietorship, or other business entity that intends to act as a fund-raising counsel may register for and pay a single fee of \$200.00 on behalf of all its members, officers, employees, and agents. In that case, the names and addresses of all the officers, employees, and agents of the fund-raising counsel and all other persons with whom the fund-raising counsel has contracted to work under its direction shall be listed in the application. The registration or renewal of registration shall be for a period of one year or part of one year. All such registrations shall expire on December 31 of each year.
 - (2) At the time of making an application for registration or renewal of registration, file with and have approved by the city a bond in which the fund-raising counsel shall be the principal obligor, in the sum of \$25,000.00, with one or more sureties authorized to do business in this state. The fund-raising counsel shall maintain the bond in effect as long as the registration is in effect; however, the liability of the surety under the bond shall not exceed an all-time aggregate liability of \$25,000.00. The bond, which may be in the form of a rider to a larger blanket liability bond, shall run to the city and to any person who may have a cause of action against the principal obligor of the bond for any liability arising out of a violation by the fund-raising counsel of any provision of this article or any rule adopted pursuant to this article.

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- (c) No person or entity shall serve as fund-raising counsel, or be a member, officer, employee, or agent of any fund-raising counsel, who has been convicted in the last five years of either of the following:
 - (1) Any violation of this article or any rule adopted under this article, or of any charitable solicitation legislation or regulation of a political subdivision of this state or charitable solicitation law of any other jurisdiction that is similar to this article;
 - (2) A felony in this or another state.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-129. Professional solicitors.

- (a) No professional solicitor shall engage in any solicitation unless it has complied with the requirements of this article and any rules adopted under this article.
- (b) Every professional solicitor, before engaging in any solicitation, shall register with the city. Applications for registration or renewal of registration shall be in writing, under oath, and in the form prescribed by the city, and shall be accompanied by a fee in the amount of \$200.00. Any corporation, general partnership, limited partnership, limited liability company, association, joint venture, sole proprietorship or other business entity that intends to act as a professional solicitor may register for and pay a single fee of \$200.00 on behalf of all its members, officers, employees, agents, and solicitors. In that case, the names and addresses of all the officers, employees, and agents of the professional solicitor and all other persons with whom the professional solicitor has contracted to work under its direction, including solicitors, shall be listed in the application or furnished to the city within five days of the date of employment or contractual arrangement. The registration shall be for a period of one year or part of one year. All such registrations shall expire on December 31 of each year.
- (c) At the time of making an application for registration or renewal of registration, the professional solicitor shall file with and have approved by the city a bond in which the professional solicitor shall be the principal obligor, in the sum of \$25,000.00, with one or more sureties authorized to do business in this state. The professional solicitor shall maintain the bond in effect as long as the registration is in effect; however, the liability of the surety under the bond shall not exceed an all-time aggregate liability of \$25,000.00. The bond, which may be in the form of a rider to a larger blanket liability bond, shall run to the city and to any person who may have a cause of action against the principal obligor of the bond for any liability arising out of a violation by the professional solicitor of any provision of this article or any rule adopted pursuant to this article.
- (d) No person or entity shall serve as a professional solicitor, or be a member, officer, employee, or agent of any professional solicitor, who has been convicted in the last five years of either of the following:
 - (1) Any violation of this article or any rule adopted under this article, or of any charitable solicitation legislation or regulation of a political subdivision of this state or charitable solicitation law of any other jurisdiction that is similar to this article;
 - (2) A felony in this or another state.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-130. Distribution of literature and soliciting upon city streets, roadways.

- (a) Individuals, entities, and/or organizations may distribute literature on a street or highway if they comply with all of the following conditions:

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- (1) The person, entity, or organization engaging in the distribution of literature shall apply for and receive a permit to do so. The permit shall specify the days on which the distribution of literature shall occur.
 - (2) The distribution of literature shall occur only at the intersections designated in writing by the police department. The police department shall maintain a list of intersections at which distribution of literature may occur. When obtaining a permit, the individual, entity, or organization shall select the intersection or intersections at which ~~he, she, or it~~they wants to distribute literature, unless another individual, entity, or organization has already selected that intersection for either the distribution of literature or solicitation of contributions. Only one entity or organization shall solicit at each such intersection at any given time. If an entity or organization selects an intersection from the list approved by the police department and no other entity or organization has previously selected that intersection for the distribution of literature or solicitation of contributions during the same time period, the police department shall have no discretion in precluding that entity or organization from distributing literature at that intersection.
 - (3) If the distribution is occurring by or on behalf of an entity or organization, that entity or organization shall provide the city with a certificate of insurance indicating insurance coverage for the activities.
 - (4) Each and every person engaging in the distribution of literature activities is older than 18 years of age.
 - (5) Each and every person engaging in the distribution of literature activities must wear a high visibility vest approved by the police department. The police department shall promulgate written standards for such vests.
 - (6) There shall be a maximum of four persons distributing literature or soliciting contributions at each intersection assigned to the entity or organization.
 - (7) Each such individual must return to a neutral area when the traffic signal changes to yellow for the cross traffic.
 - (8) The distribution of literature shall be limited to the time period that commences one hour after sunrise and ends one hour prior to sunset, local time.
- (b) Charitable organizations, persons or entities operating on behalf of charitable organizations, and political parties and candidates may solicit contributions on a street or highway and solicit contributions, but may not sell any items, if they comply with the following conditions:
- (1) The entity engaging in the solicitation shall apply for and receive a permit to do so. The permit shall specify the days on which such solicitation shall occur. Solicitation at intersections shall be limited to the following days: Friday, Saturday, Sunday, and any federal holiday.
 - (2) The entity soliciting the money or funds has received a permit from the city and paid the required fee to the city for that permit. The maximum duration of each such permit shall be 30 calendar days. A charitable organization shall receive no more than six such permits during any 52-week period of time.
 - (3) The solicitation shall occur only at the intersections designated in writing by the police department. The police department shall maintain a list of intersections at which solicitation may occur. When obtaining a permit, the entity or organization shall select the intersection or intersections at which it wants to solicit, unless another entity or organization has already selected that intersection for the distribution of literature or solicitation of contributions. Only one entity shall solicit at each such intersection at any given time. If an entity selects an intersection from the list approved by the police department and no other entity has previously selected that intersection for the distribution of literature or solicitation of contributions, the police department shall have no discretion in precluding that entity from soliciting funds literature at that intersection.
 - (4) The entity soliciting contributions has provided the city with a certificate of insurance indicating insurance coverage for the solicitation activities.
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- (5) Each and every person engaging in solicitation activities is older than 18 years of age.
 - (6) Each and every person engaging in solicitation activities must wear a high visibility vest approved by the police department. The police department shall promulgate written standards for such vests.
 - (7) There shall be a maximum of four persons soliciting at each intersection assigned to the entity.
 - (8) Each such individual must return to a neutral area when the traffic signal changes to yellow for the cross traffic.
 - (9) The solicitation shall be limited to the time period that commences one hour after sunrise and ends one hour prior to sunset, local time.

(Ord. No. 2011-02, 2-18-11)

Sec. 22-131. Violation of safety rules governing distribution and solicitation of contributions on streets or highways.

- (a) Should any officer of the Kennesaw Police Department observe any person violating any of the safety provisions contained in subsections 22-130(a) or 22-130(b) or engaging in disorderly conduct in the distribution of literature or solicitation of contributions, ~~he~~they may direct such persons to immediately discontinue the distribution of literature or the solicitation of contributions, as the case may be. No further distribution of literature or the solicitation of contributions shall then occur until the person or persons distributing the literature or soliciting the contributions come into full compliance with safety regulations and/or discontinue the disorderly conduct.
- (b) If the person or persons fail to adhere to the directions of the police officer on the scene requiring them to come into compliance with the safety regulations or to discontinue the disorderly conduct, the permit under which those persons are operating can be immediately suspended by any supervising officer of the Kennesaw Police Department.
- (c) Once the permit is so suspended, no further distribution of literature or solicitation of contributions shall occur. Any further distribution of literature or solicitation of contributions after the suspension of the permit by a supervising officer of the City of Kennesaw shall be a violation of this article and punishable as set forth in section 1-11 of the Code of Ordinances, Kennesaw, Georgia.
- (d) The permit shall remain suspended unless and until the permit is reinstated by the ~~business license manager~~Business License Manager. The permit holder may appeal the suspension, in writing, to the manager of the business license office. Within five business days of the receipt of the request from the permit holder that the suspension be lifted, the ~~business license manager~~Business License Manager shall either uphold the suspension and permanently revoke the permit; or, reinstate the permit.
- (e) Any appeal of the revocation of the permit shall be made to the ~~mayor~~Mayor and ~~city council~~Council of the City of Kennesaw. That appeal must be in writing, and must be filed with the ~~clerk~~Clerk of the City of Kennesaw and the ~~city manager~~Manager within five business days from and after the date on which the permit holder receives the decision of the ~~business license manager~~Business License Manager. The ~~mayor~~Mayor and ~~city council~~Council shall issue a decision on the appeal within 30 days from and after receipt of the appeal.

(Ord. No. 2011-02, 2-18-11)

Secs. 22-132—22-140. Reserved.

ARTICLE VI. DEALERS IN PRECIOUS METALS AND GEMS⁷

Sec. 22-141. Provisions incorporated by reference.

The provisions of O.C.G.A. §§ 43-37-1 through 43-37-7 on the subject of dealers in precious metals and gems are by this reference incorporated herein and made a part of this Code in as full and complete a manner and with like effect as if set out in full in this article.

Secs. 22-142—22-160. Reserved.

⁷State law reference(s)—Duties of purchasers of gold bullion, gold dust, etc., O.C.G.A. § 12-4-120 et seq.; dealers in precious metals and gems, O.C.G.A. § 43-37-1 et seq.; dealers in used watches, O.C.G.A. § 43-49-1 et seq.

ARTICLE VII. FLEA MARKETS

Sec. 22-161. Findings.

The ~~mayer-Mayor~~ and ~~council-Council~~ finds and determines as follows:

- (1) The city believes that flea markets are a special type of business which requires specific approval of operations from the ~~mayer-Mayor~~ and ~~council-Council~~.
- (2) The general appearance of the city and specifically areas surrounding flea market locations is marred when operations are unsightly, inappropriate and poorly maintained, and when, in some instances, unsafe structures, sheds and sales areas exist and debris and refuse accumulate. Failure to properly construct and maintain improvements upon the premises further detracts from the general appearance of the area and presents safety hazards.
- (3) The aesthetic quality and economic value of both commercial and residential areas surrounding the flea markets as well as the economy of the city are adversely affected by the unregulated operation of flea markets.
- (4) Lives and property are endangered by traffic created by the flea markets which have been unregulated and uncontrolled and by vehicles for which no provisions for parking and safe ingress and egress have been made by flea market operators.
- (5) Flea markets create difficulty in police supervision because of lack of any controls over the number, identification and types of vendors and merchandise sold, and may become targets for sale or dealing in stolen merchandise.
- (6) Most flea markets fail to provide even minimum facilities for the protection of the health or comfort of persons on the premises in the nature of plumbing, electrical and bathroom facilities.
- (7) The public health, safety and welfare of the city can be detrimentally and adversely affected by the unregulated operation of flea markets.

(Ord. of 11-7-94(1), § 3-2-24(A))

Sec. 22-162. Purpose.

The purpose of this article is to prevent future problems and those foreseen to occur in the future through reasonable regulation, it being determined that the regulations contained in this article are minimum requirements needed to attempt to rectify identified problems.

(Ord. of 11-7-94(1), § 3-2-24(B))

Sec. 22-163. Scope.

This article shall apply to all businesses and locations in the city which meet the definition of flea market and all flea market vendors, promoters, owners and operators as defined in this article. This article shall not apply to developed and operating shopping centers, antique shops, jewelry stores, coin shops, salvage operations, clothing stores or special sales events not to exceed 14 days in duration or other businesses dealing in merchandise common to that dealt in by flea markets, where vendors therein are not operating among a collection of vendors renting or securing individual spaces within an overall operation.

(Ord. of 11-7-94(1), § 3-2-24(C))

Sec. 22-164. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Flea market means any business whereby there is operated a center for shopping among collected flea market vendors marketing merchandise to the public from booths, stalls, tables, benches, individual rooms or display areas, and similar display and marketing configurations and arrangements, for the sale of new and used merchandise. Flea markets shall not include developed and operating shopping centers, antique stores, jewelry stores, coin shops, salvage operations, clothing stores or special sales events as accessory uses not to exceed 14 days in duration, or other businesses of merchandise in common with flea markets where the vendor therein is not operating among a collection of vendors or renting or securing individual space within an overall operation.

Flea market promoter, operator, or owner means any person, firm, corporation, or other legal entity that has been issued an occupational tax certificate by the city for the operation of a flea market. The flea market promoter, operator, or owner shall be responsible for the management and control of the premises, for the compliance with all applicable provisions of this Code, and for maintaining and reporting to the city a current list of all vendors or tenant businesses conducting sales on the premises.

~~*Flea market promoter, operator or owner* means all persons or other forms of business entities operating, maintaining, managing and promoting flea markets.~~

Vendor or flea market vendor means all persons or other forms of business entities of every type and character operating among collections of other flea market vendors for sales to the public of new and used merchandise in collected marketing centers for sales from stalls, booths, tables, benches, rooms and other similar displays or marketing configurations and arrangements, excluding those operations defined under this section.

Applicant means any person, firm, corporation, or other legal entity seeking issuance, renewal, or amendment of an occupational tax certificate for the operation of a flea market within the city. Where the applicant is not a person, the term shall include each owner, partner, member, officer, or director thereof.

Employee means any individual who works for or provides services to a business holding an occupational tax certificate or regulatory license issued by the city, whether compensated by salary, wages, commission, or otherwise, and whether classified as full-time, part-time, temporary, or contract. The term includes, but is not limited to, managers, clerks, attendants, technicians, practitioners, and any person whose duties are directly related to the licensecertified activity regulated by this Code. Independent contractors engaged in providing regulated services on behalf of the business shall also be deemed employees for purposes of compliance, permitting, and background investigation requirements.

(Ord. of 11-7-94(1), § 3-2-24(D))

Cross reference(s)—Definitions generally, § 1-2.

Sec. 22-165. Violations and penalties.

- (a) Any person violating any of the provisions of this article shall, upon conviction, be punished as provided in section 1-11.
- (b) In addition to the penalty provided in subsection (a) of this section, every violation of the terms of this article by any person shall be termed a nuisance and a continuing nuisance so long as such violation may be continued; and such violation is subject to abatement as a nuisance as provided by the laws of this state.

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- (c) Any violation of this article shall be subject to injunction. Violations shall also be punished by revocation, suspension or probation of the ~~license or permit certificate~~.
 - (d) The remedies provided for in this section are cumulative. Pursuance of any one remedy shall not be deemed an election of remedies and shall not prohibit pursuance of more than one remedy simultaneously.
- (Ord. of 11-7-94(1), § 3-2-24(K))

Sec. 22-166. Business Occupational Tax certificate requirements.

- (a) It shall be unlawful for any person or entity to conduct a flea market business or for any flea market promoter, operator or owner to operate or allow to be operated such a business, or for any flea market vendor to display or sell wares of any kind at a flea market without a ~~business license occupational tax certificate~~ from the city. ~~Business licenses Occupational tax certificates~~ issued for a flea market or any flea market promoter, operator or owner shall be valid only for the ~~licensed-certified~~ location. A ~~business license occupational tax certificate~~ issued for a flea market vendor shall be valid when the vendor is operating from any duly ~~licensed certified~~ flea market in the city. It shall be unlawful for any flea market promoter, owner, operator or agent providing or renting space for flea market vendors to rent any sales area to any vendor or to provide space free of rent or to allow any vendor to use any sales area within a flea market unless the vendor has a valid ~~business license occupational tax certificate~~ from the city. It shall be the duty of the flea market promoter, operator, owner or agent renting or providing space to verify that such ~~license certificate~~ is in effect for each vendor. Failure to verify that each vendor has a valid ~~business license occupational tax certificate~~, or the renting or provision of space for any ~~unlicensed-uncertified~~ vendor to display or sell wares, shall subject the ~~business license occupational tax certificate~~ of the flea market operator, owner or promoter to revocation.
- (b) All persons desiring to obtain a ~~business license occupational tax certificate~~ as a vendor or for a flea market as a flea market promoter, operator or owner shall make written application to the city through the business license office on forms to be prepared and approved by the city. Applicants shall supply such reasonable information as may be required by the city. If the ~~license tax certificate~~ is for a flea market operation, the information shall include the square footage of sales area within the flea market. An application fee, which is nonrefundable if a ~~permit certificate~~ is not issued, shall be submitted with each application to operate a flea market.
- (c) All applicants for a ~~license occupational tax certificate~~ under this article shall furnish all data, information and records reasonably related to the evaluation of an application, as may be requested by the city or any interested city department. An applicant, by filing an application for a ~~license tax certificate~~ under this article, agrees to produce ~~for~~ oral interrogatories ~~for~~ any person under the applicant's supervision or control who might have information pertinent to the application, upon the request of the city to do so. Failure to furnish such information or produce persons within 30 days of the request shall automatically serve to dismiss the application.
- (d) No application for any ~~license occupational tax certificate~~ under this article shall be granted where the application or investigation shows any of the following to exist:
 - (1) The applicant is of bad moral character or has a bad reputation in the community or does not have sufficient mental capacity to conduct the business for which application is made.
 - (2) The applicant has had any ~~license tax certificate~~ issued under the police power of any city or other governmental entity previously suspended or revoked.
 - (3) The location, if applicable, is not properly zoned.

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- (4) The applicant, as a previous holder of a license-tax certificate as a flea market promoter, operator, owner or vendor, has violated any law, including this article, relating to such business within a ten-year period immediately preceding the date of application.
 - (5) No flea market use permit is in effect for the location, if applicable.
 - (6) The applicant has supplied false information either upon his-their application or in any communication with any official of the city relative to his-their application.
 - (7) The applicant has failed to pay any fee required under this article or has otherwise failed to comply with the provisions of this article.
 - (8) The application, during the 12-month period next preceding the filing of his-their application, has engaged in any deceptive business practice as defined by this article.
 - (9) No original license-tax certificate under this article shall be issued to any person for pecuniary gain where any individual having an interest either as owner, partner, stockholder owning at least 25 percent of the stock of the corporation, such interest being direct or indirect, beneficial or absolute, or his-spouse or manager of the operation, shall have been convicted or shall have taken a plea of nolo contendere within ten years immediately prior to the filing of such application for any felony or misdemeanor of any state or of the United States or any municipal or city ordinance except traffic violations. The term "conviction" shall include an adjudication of guilt or plea of guilty or nolo contendere, or the forfeiture of a bond when charged with a crime. Where the violation is for a misdemeanor, forfeiture of bond, violation of a municipal or city ordinance or where there is a plea of nolo contendere, the council-Council may, after investigation, if appealed by the applicant, waive such violation as a disqualification.
 - (10) In addition to the provisions of subsections (d)(1) through (d)(9) of this section and in determining whether or not any license-occupational tax certificate applied for under this article shall be granted, the following shall be considered in the public interest and welfare:
 - a. If the applicant is a previous holder of a license-tax certificate, the manner in which he conducted business thereunder, and particularly as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.
 - b. The location for which the license-tax certificate is sought, if applicable, as to traffic congestion, general character of the neighborhood and the effect such an establishment would have on the adjacent and surrounding property values.
 - c. If it appears that the applicant's spouse or another person is using the applicant as a guise or dummy to obtain a-licensean occupational tax certificate.
 - (e) All applications for business-licensesoccupational tax certificates for a flea market owner or operator required by this article shall be subject to fingerprinting and a background check as set forth in section 22-9169.
 - (f) License-Tax certificate fees for flea market owners, promoters, or operators and for flea market vendors shall be as established in the schedule of fees and charges.
 - (g) Any license-tax certificate issued under this article shall be posted conspicuously at the place of doing business of the licensee-tax certificate holder.
 - (h) No license-tax certificate issued under this article shall be transferable.
 - (i) Each license-tax certificate for a flea market or flea market promoter, operator or owner shall be for one location only. Flea markets or flea market promoters, operators or owners shall obtain a separate license-tax certificate, paying a separate fee, for each place of business.
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- (j) Those vendors operating in the city a maximum of three consecutive days selling merchandise as a part of a show, festival, fair, or promotion shall be required to obtain a ~~business license occupational tax certificate~~ that shall be valid only for the period of time that special show, fair, or promotion is being held. This temporary ~~license tax certificate~~ shall not apply to flea market vendors, special tent sales, peddlers or any business not connected with a show, festival, fair, or promotion. The fee for this ~~license tax certificate~~ shall be as set forth in the schedule of fees and charges.

(Ord. of 11-7-94(1), § 3-2-24(E); Ord. No. 2019-09, § 8, 10-21-19)

Sec. 22-167. Use permit required.

- (a) No flea market shall be operated upon any realty or in or upon any personal property located on any realty unless and until a special use permit for a flea market is granted by the ~~council~~Council. This special use permit for a flea market, referred to in this section as a "flea market use permit" or "permit," shall be in addition to all other requirements of the city.
- (b) Applications for flea market use permits shall be applied for and advertised in the same manner as applications for rezoning, and public hearings will be held thereon in the same manner as applications for rezoning are conducted, as may be amended from time to time. Fees for filing and processing of applications shall be in an amount determined from time to time by resolution of the ~~mayor~~Mayor and ~~council~~Council. A schedule of such fees shall be maintained on file in the planning and zoning department and in the ~~office~~Office of the ~~clerk~~Clerk of the ~~council~~Council.
- (c) Flea market use permits may be issued for such period of time as the ~~council~~Council deems appropriate under the circumstances of each application.
- (d) Flea market use permits shall be granted only if the ~~council~~Council determines that there will be no significant adverse effect on the surrounding neighborhood or area in which the proposed use will be located; that no nuisance as defined by state law would result to the general area; that the quiet enjoyment of surrounding property would not be adversely affected; and that property values of surrounding property would not be adversely affected. No permit shall be issued where the application or any investigation shows the existence of any of the conditions enumerated in this article under section 22-166(d).

(Ord. of 11-7-94(1), § 3-2-24(E))

Sec. 22-168. Use regulations.

The following regulations shall apply to all flea markets ~~licensed-certified~~ under this article:

- (1) There shall be no on-street parking at any flea market. Each flea market shall provide on-site paved parking at the rate of one space per 100 square feet of sales area. No parking or parking spaces shall be located on or within any road right-of-way. It shall be the responsibility of the promoter, operator or owner to assure at all times that no vehicle of any vendor, customer, patron, visitor, guest, invitee or other person frequenting the flea market is parked on any street or road or street or road right-of-way or off the site of the flea market, but is parked in a space acceptable under the city parking regulations and this article.
- (2) The flea market owner or operator shall do whatever is necessary, based upon the circumstances of ~~his~~their individual property, to ensure ingress and egress only at curb cuts and locations approved by the public works department.
- (3) There shall be no outside storage of any kind whatsoever. There shall be no outside sales of any kind whatsoever from any space, stall, shed or area which is not permanently covered by a roof and completely floored by a concrete floor of a minimum thickness of four inches, except at locations

designated as such and approved at the time of the granting of the use permit. However, no sales or displays shall occur within required parking areas or interfere with general traffic flow.

- (4) No sales of any kind whatsoever shall be made from any shed, structure or building of any kind unless such structure meets or exceeds the minimum requirements of all the city codes (for example, building code, fire code, plumbing code, electrical code, etc.). Structures shall require building permits and inspections by the city the same as for other construction. Flea markets shall be classified as group M, mercantile occupancy, under the city building code and shall meet all such requirements except that applications for permits for all open structures shall require plans to be submitted which are signed and sealed by an architect or engineer along with design calculations to substantiate compliance with code wind uplift requirements.
- (5) All plumbing shall meet minimum code requirements, except that each flea market shall provide, at a minimum, for use by the public, facilities based on occupant loads as follows:
 - a. For flea markets located within enclosed structures, the occupant load shall be determined in the same manner as mercantile occupancy and exit capacity.
 - b. For a flea market located in the open air, the occupant load shall be determined as two people for each table, counter, or booth of no more than 20 square feet.
 - c. After the occupant load is identified, toilet facilities will be provided in the same manner as for commercial buildings of multiple tenants.
 - d. No temporary bathroom facilities shall be permitted.
- (6) Notwithstanding any other provisions of this Code, no person, including but not limited to a flea market promoter, operator, owner, employee, manager, vendor or invitee, shall be allowed to camp or reside overnight with or without a recreational vehicle, tent, sleeping bag, vehicle or other structure at a flea market, except that the owner may allow a reasonable number of overnight security personnel who may be either the owner or agents or employees of the owner.
- (7) No animal, fish, fowl or insect of any kind shall be sold, traded, housed, caged, bartered, swapped or given away at any flea market.

(Ord. of 11-7-94(1), § 3-2-24(F))

Sec. 22-169. State and national criminal backgrounding of persons engaged in a flea market business.

1. This ordinance is enacted pursuant to Pursuant to O.C.G.A. § 35-3-35 to regulate the issuance of licensesoccupational tax certificates and employment of those engaged in the flea market business within the City of Kennesaw.

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2. An applicant or employee seeking to engage in the flea market business shall submit all required applications and payment of appropriate fees to the City of Kennesaw Business License Manager and provide fingerprints taken by the City of Kennesaw Police Department.

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3. Upon receipt of the fingerprints and the appropriate fees, the City of Kennesaw Police Department will transmit fingerprints to the Georgia Bureau of Investigation/GCIC. The Georgia Bureau of Investigation/GCIC will compare the subject's fingerprints against its criminal file, and if no disqualifying conduct is found therein, they will submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be returned to the Georgia Bureau of Investigation/GCIC, which will disseminate the state and national results to the City of Kennesaw Police Department.

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4. The City of Kennesaw **Business License Manager** shall render a fitness determination based upon the results of the criminal background check and communicate its fitness determination to the applicant or employee.

5. In rendering a fitness determination, the City of Kennesaw **Business License Manager** will decide whether the record subject has been convicted of or is under pending indictment for (a) a crime which bears upon their ability or fitness to serve in that capacity; (b) any felony or a misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers set forth in the Municipal Code of the City of Kennesaw, Georgia. Upon completion, the **Business License Manager** will communicate the fitness determination to the applicant.

6. A record subject may request and receive a copy of their criminal history record information from the Kennesaw Police Department. Should the record subject seek to amend or correct their record, they must contact the Georgia Bureau of Investigation/GCIC for a Georgia state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

(Ord. No. #####)

Secs. 22-17069—22-190. Reserved.

ARTICLE VIII. INSURERS⁸

Sec. 22-191. Insurers **license-occupational tax certificate** fees.

- (a) There is hereby levied for the year 2012 and for each year thereafter an annual **license-occupational tax certificate** fee upon each insurer doing business within the City of Kennesaw, Georgia in an amount of \$100.00. For each separate business location in excess of one not covered by section 22-192, which is operating on behalf of such insurers within the City of Kennesaw, Georgia, there is hereby levied a **license-tax certification** fee in the amount of \$100.00. For the purposes of this ordinance, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. § 33-3-5.
- (b) The **license-tax certification** fee amounts levied under this section are derived from the population fee schedule contained in O.C.G.A. § 33-8-8(b)(1). The exact dollar amount levied is based on the 2010 official census report for the City of Kennesaw, Georgia (29,783 citizens). Fees for subsequent years may change in accordance with subsequent population census reports for the City of Kennesaw, Georgia in order to properly reflect the statutory fee owed.

(Ord. No. 90-289, § 1, 12-17-90; Ord. No. 2001-20, 9-17-01; Ord. No. 2011-25, 10-3-11; Ord. No. 2011-26, 11-21-11)

Sec. 22-192. **License-Occupational tax certificate** fees for insurers insuring certain risks at additional business locations.

- (a) For each separate business location, not otherwise subject to a **license-tax certificate** fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes

⁸State law reference(s)—Local tax on life insurance companies, O.C.G.A. § 33-8-8.1; local tax on other than life insurance companies, O.C.G.A. § 33-8-8.2.

application for insurance through a [State of Georgia](#) licensed agent of an insurer for insurance said insurer shall pay an additional [license-occupational tax certificate](#) fee of \$35.00 per location for the [current](#) year ~~2012~~ and for each year thereafter.

- (b) The additional ~~license~~[tax certificate](#) fee levied under this section is derived from O.C.G.A. § 33-8-8(b)(2); the greater of \$10.00 or 35 percent of the amount due under O.C.G.A. § 33-8-8(b)(1). Such additional fees for subsequent years may change with subsequent population census reports for the City of Kennesaw, Georgia in order to properly reflect the statutory amount owed under O.C.G.A. § 33-8-8(b)(2).

(Ord. No. 90-289, § 2, 12-17-90; Ord. No. 2001-20, 9-17-01; Ord. No. 2011-26, 11-21-11)

Sec. 22-193. Insurers agency [license-occupational tax certificate](#) fees; independent insurance agencies, brokers, etc., not otherwise licensed.

There is hereby levied for the [current](#) year ~~2012~~ and for each year thereafter an annual [license-tax certificate](#) fee upon independent agencies and brokers for each separate business location from which an insurance business is conducted and which is not subject to the company [license-tax certificate](#) fee imposed by section 22-191 hereof in the amount of \$100.00 for each such location within the City of Kennesaw, Georgia.

(Ord. No. 90-289, § 3, 12-17-90; Ord. No. 2001-20, 9-17-01; Ord. No. 2011-25, 10-3-11; Ord. No. 2011-26, 11-21-11)

Sec. 22-194. Gross premiums tax imposed on life insurers.

There is hereby levied for the year 2012 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to the one percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the [license occupational tax certificate](#) fees imposed by section 22-191 of this article.

(Ord. No. 90-289, § 4, 12-17-90; Ord. No. 2011-26, 11-21-11)

Sec. 22-195. Gross premiums, all other insurers.

There is hereby levied for the year 2012 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. § 33-8-5, doing business within the State of Georgia in an amount equal to two and one-half percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-2. Gross direct premiums as used in the section shall mean gross direct premiums as used in O.C.G.A. § 33-8-4. The premium tax levied by this section is in addition to the [license-occupational tax certification](#) fees imposed by section 22-191 of this article.

(Ord. No. 90-289, § 5, 12-17-90; Ord. No. 2011-26, 11-21-11)

Sec. 22-196. Due date for [license-occupational tax certificate](#) fees.

[License-Occupational tax certificate](#) fees imposed in sections 22-191, 22-192 and 22-193 of this article shall be due and payable on the first day of January ~~2012 and on the first date of each subsequent year~~ [of each year](#).

(Ord. No. 90-289, § 6, 12-17-90; Ord. No. 2011-26, 11-21-11)

Secs. 22-197—22-215. Reserved.

ARTICLE IX. MASSAGE THERAPY BUSINESSES⁹

Sec. 22-216. Applicability/Definitions.

- (a) ~~(a)~~ This article shall apply to all businesses employing massage therapists.
- (b) ~~(b)~~ Nothing in this article shall be construed to affect, restrict, or prevent the practice, services, or activities of those individuals and/or entities specifically delineated in O.C.G.A. § 42-24A-19, as amended.
- ~~(b)~~(c) Massage Therapy Business means a business establishment, whether doing business as or otherwise identified as a “massage therapy business,” “health spa,” or other similar name, that derives its primary source of income from massage therapy as defined in Georgia state law, or any other hands-on therapy including foot massage and the practice of reiki, to help customers, reduce stress, provide therapy, enhance appearance, enhance or restore health and well-being, or experience sensory pleasure.
- (d) Massage Therapy Business License Occupational Tax Certificate means the ~~occupation tax~~ certificate issued by the city for the operation of a massage therapy business establishment. Such certificate authorizes the business location to operate subject to compliance with the Code and state law.
- (e) Massage Therapist means a person licensed by the State of Georgia as a massage therapist.
- (f) Massage Therapy or Massage means the application of a system of structured touch, pressure, movement, and holding to the soft tissue of the body by a ~~Georgia state~~State of Georgia licensed massage therapist in which the primary intent is to enhance or restore health and well-being. Such term includes complementary methods including without limitation, lubricants, salt scrubs, or other topical preparations.
- (g) Massage therapy work permit means the authorization issued by the city to an individual employee or practitioner of a massage therapy business after completion of the required application, background investigation, and approvals as provided in this Code. A massage therapy work permit is personal to the individual and is not transferable. This requirement does not apply to a person duly licensed as a massage therapist by the State of Georgia, pursuant to O.C.G.A. § 43-24A-31.
- (h) Applicant means any person, firm, corporation, or other legal entity applying for a ~~license~~occupational tax certificate to operate a massage establishment or spa establishment, as defined herein, or a person applying for a work permit, as provided for herein.
- (i) Employee means any person who performs any service on the premises of a massage establishment or spa establishment, on a full time, part time, or contract basis, regardless of whether the person is denominated an employee, independent contractor, agent, apprentice, trainee, or otherwise.

⁹Editor's note(s)—Ord. No. 2007-32, Att. A, adopted Nov. 5, 2007, amended the former Art. IX, §§ 22-216—22-230, and enacted a new Art. IX as set out herein. The former Art. IX pertained to similar subject matter and derived from Code 1986, §§ 9-7-1—9-7-11, 9-7-13—9-7-15; Ord. of Nov. 4, 1991(1), §§ 9-7-16—9-7-18); Ord. No. 2007-17, adopted May 21, 2007 (rescinded Nov. 5, 2007).

State law reference(s)—Giving massages in places used for lewdness, prostitution, assignation or masturbation for hire, O.C.G.A. § 16-6-17; Georgia Massage Therapy Practice Act, O.C.G.A. § 43-24A et seq.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12)

Sec. 22-217. Penalty for violation; enforcement.

- (a) Any person who shall violate any provisions, requirements, terms or conditions of this article shall, upon conviction, be punished as provided in section 1-11.
- (b) Revocation or suspension of ~~license~~occupational tax certificate. Any person violating any of the provisions of this article governing massage therapy business subjects any ~~license~~certificate under this article to revocation or suspension as provided in this article.
- (c) Abatement of violations as nuisance. Every violation of the terms of this article governing massage therapy businesses shall be termed a nuisance and a continuing nuisance so long as such violation may be continued, and such violation may be subject to abatement as a nuisance as provided by the laws of this state.
- (d) Injunction. The violation of any provisions of this article as they pertain to massage therapy businesses may be enjoined by proceedings in courts of competent jurisdiction in this state. Such actions may be maintained notwithstanding that other adequate remedies at law exist.
- (e) Remedies cumulative. Each of the remedies set out in subsections (a) through (d) of this section is cumulative and is not to be construed as curtailing the right of any resident, property owner, or other person from bringing any proper action for enforcement of this article as it pertains to massage therapy businesses.
- (f) Reporting. The violation of any provision, requirement, term or condition of this article shall be reported by the business license ~~department~~office to the following:
 - (1) Georgia Board of Massage Therapy;
 - (2) Better Business Bureau; and
 - (3) Owner of the property where violation occurred.

(Ord. No. 2016-34, Att. A, 12-5-16)

Editor's note(s)—Ord. No. 2016-34, Att. A, adopted Dec. 5, 2016, amended § 22-217 in its entirety to read as herein set out. Former § 22-217 pertained to penalty for violation and derived from Ord. No. 2007-32, Att. A, adopted Nov. 5, 2007.

Sec. 22-218. ~~License~~Occupational tax certificate required; application.

- (a) Any person desiring to engage in the business that will employ one or more massage therapists shall, before engaging in such business, file an application for a massage therapy business license occupational tax certificate addressed to the ~~mayor~~Mayor and ~~city~~City councilCouncil. Such application shall be in writing and shall set forth or show compliance with the following:
 - (1) Pursuant to O.C.G.A. § 36-60-6, as amended, the applicant must provide evidence that each massage therapist to be employed by the business has the license required under the Massage Therapy Practice Act, O.C.G.A. § 43-24A-1 et seq. No massage therapy business license occupational tax certificate shall be issued to any applicant without such licensure being presented.
 - (2) Each application shall require fingerprinting and a background investigation of the applicant as set forth in the Kennesaw Code of Ordinances, section 22-2329. The applicant shall also submit a list of all persons who ~~he or she~~they intends to hire as employees for the business. A background investigation as set forth in the Kennesaw Code of Ordinances, section 22-2329, shall be completed for all persons who will be employed by the business. It is the applicant's responsibility to provide the names of all

such prospective employees and the forms required to complete the background investigations on those prospective employees. Additionally, any person hired as an employee after the application is submitted and after the business opens must also have a background investigation as set forth in the Kennesaw Code of Ordinances, section 22-2329, with the exception of persons exempted by O.C.G.A. § 43-24A-31. Fingerprints must be submitted to the business license ~~department-office~~ no less than 15 days prior to issuance of a ~~license-occupational tax certificate~~ to allow for investigation of the applicant and the employees. The fingerprints submitted shall be taken no earlier than 30 days prior to the submission of the application. If the applicant, ~~licenseecertificate holder~~, or employee is a duly licensed massage therapist by the State of Georgia, no fingerprints or background check are ~~required-allowed~~ in accordance with O.C.G.A. § 43-24A-31. No employee shall be allowed to work at the business until such time as a work permit has been issued pursuant to section 22-231.

- (3) If the applicant is an individual, ~~his or her~~their name and home or business address (P.O. boxes or their equivalent are not sufficient), telephone number, fax number, and email address must be provided. If the applicant is a corporate entity (which shall include a corporation, limited liability company, limited partnership, limited liability partnership, professional corporation, professional association, and/or any other such similar entity), the corporate entity shall provide: the name of the corporate entity; the name of the person completing the application; ~~his or her~~their position or title with the corporate entity; the address of the principal place of business of the corporate entity; the telephone number of the corporate entity; the fax number of the corporate entity; the email address of the person completing the application; and, the names and addresses of all persons who have served in as an officer, manager, managing member, or general partner of the corporate entity during the two years immediately preceding the date shown on the application.
 - (4) If the applicant is an individual, the name and address of any person having previously employed the applicant for a period of two years or longer.
 - (5) If such applicant is a corporate entity, a certificate of good standing from the Georgia Secretary of State must be attached to the application.
 - (6) Qualifications must be plainly stated together with required exhibits annexed to such application.
 - (7) Three letters of reference for the applicant must accompany the application. Such letters shall not be required for annual renewals of ~~licenses-occupational tax certificates~~ issued under this article.
 - (8) Should the applicant be a corporate entity, such corporation shall also submit with such application a certificate, executed as described in subsection (6) of this section, certifying as to the good moral character of the employees and agents of the corporation who are actually engaged in such business for the corporation.
- (b) After the ~~massage therapy business license~~occupational tax certificate is issued, the applicant shall have a continuing obligation to maintain copies of and submit the necessary documentation for reference checks of all new employees and to provide and maintain on the ~~licensed-certified~~ premises for each massage therapist or employee a true and accurate copy of the license issued to such massage therapist under the Massage Therapy Practice Act or work permit issued by the city business license ~~department-office~~ prior to such person engaging in and during the entirety of such massage therapist's employment or contract to administer massage therapy at the business, O.C.G.A. § 43-24A-1 et seq.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12; Ord. No. 2016-34, Att. A, 12-5-16; Ord. No. 2019-09, § 9, 10-21-19; Ord. No. 2023-05, §§ 2, 3, 5-1-23)

Sec. 22-219. Qualifications of applicant.

- (a) In accordance with, and in addition to, all state requirements for licensure of massage therapists any applicant under this article, prior to making application for a licenseoccupational tax certificate, must have the following qualifications:
- (1) The applicant and licensee-tax certificate holder must be a U.S. Citizen or a legal-alienlawful permanent resident for at least one year prior to making application.
 - (2) The licensee-tax certificate holder is required to be a resident of the State of Georgia and a Georgia State Licensed Massage Therapist.
- (b) A massage therapist shall provide massage for physical therapy and health only and shall be entitled to engage in such profession within and between the hours of 7:00 a.m. and 10:00 p.m., Eastern Standard Time.
- (Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12; Ord. No. 2016-34, Att. A, 12-5-16; Ord. No. 2023-05, § 5, 5-1-23)

Sec. 22-220. Issuance of licenseoccupational tax certificate; fee; change of location of business; transfer.

- (a) If the application for a massage therapy business-licenseoccupational tax certificate under this article is submitted in proper form and is approved by the mayor-Mayor and councilCouncil, then the business license department-office is authorized to issue a massage therapy business license to such applicant upon the payment of an annual license-tax certificate fee as set forth in the schedule of fees on file in the office-Office of the mayor-Mayor and council-Council and/or business license bureauoffice.
- (b) No licensee tax certificate holder under this article shall change the location of the business without applying for and receiving a new license-tax certificate for such location from the business license departmentoffice.
- (c) No license-occupational tax certificate under this article shall be transferable.
- (Ord. No. 2016-34, Att. A, 12-5-16)

Editor's note(s)—Ord. No. 2016-34, Att. A, adopted Dec. 5, 2016, amended § 22-220 in its entirety to read as herein set out. Former § 22-220 pertained to issuance of licenseoccupational tax certificate; fee and derived from Ord. No. 2007-32, Att. A, adopted Nov. 5, 2007.

Sec. 22-221. Grounds for denial, suspension, or revocation of licenseoccupational tax certificate; hearing.

- (a) A massage therapy business-licenseoccupational tax certificate under this article shall be subject to denial, suspension, or revocation for cause. Whenever in the opinion of the business-license-managerBusiness License Manager there is cause to suspend or revoke such massage therapy business-licenseoccupational tax certificate, delivery of a copy of the written decision, showing that any one or more of the conditions outlined in subsection (b), to suspend or revoke shall be delivered to the licensee-certificate holder or licensee's-tax certificate holder's attorney at least five business days before a called meeting of the license review board, at which time the licensee-tax certificate holder shall have the right to appear, be heard, and introduce evidence. After a hearing, the license review board may suspend or revoke such license occupational tax certificate if such cause is determined to exist. The business-license-managerBusiness License Manager shall have authority to deny an application for a new license-occupational tax certificate under this article upon a finding that any one or more of the conditions for application have been violated. Upon such a denial, the applicant shall have the right to an appeal to the license review board within ten

business days of written notice to the applicant of the decision to deny on such basis. The appeal must be made in writing to the Kennesaw City Manager and the appeal shall set forth all reason(s) that the applicant believes the license-occupational tax certificate should be issued. If the licensee-tax certificate holder or applicant is dissatisfied with the ruling of the license review board, the licensee-tax certificate holder or applicant may appeal that decision to the ~~mayer~~ Mayor and ~~council~~ Council within ten business days of written notice to the licensee-tax certificate holder or applicant of the license review board's decision. The license review board appeal must be made in writing to the Kennesaw City Manager and the appeal shall set forth all reason(s) that the applicant believes the license-occupational tax certificate should be issued.

- (b) In addition to the standards stated elsewhere in this article, due cause for denial, suspension, or revocation of a license-occupational tax certificate for a massage therapy practitioner or licensee-tax certificate holder shall include the following:
- (1) The applicant or licensee-tax certificate holder has been convicted of fraud.
 - (2) The applicant or licensee-tax certificate holder is or has been engaged in business under a false or assumed name, or is impersonating another person of a like or different name.
 - (3) There is evidence that the application or license-occupational tax certificate is a guise or dummy application or license-occupational tax certificate for another person who cannot or does not meet the qualifications of this chapter for issuance or retention of a massage therapy licenseoccupational tax certificate.
 - (4) The applicant or licensee-tax certificate holder has violated or is guilty of criminal attempt or conspiracy to violate any laws relating to racketeer-influenced and corrupt organizations as defined in the Georgia RICO (Racketeer Influenced and Corrupt Organizations) Act (O.C.G.A. § 16-14-1 et seq.), crimes against the person as defined in O.C.G.A. tit. 16, ch. 5 (O.C.G.A. § 16-5-1 et seq.), sexual offenses as defined in O.C.G.A. tit. 16, ch. 6 (O.C.G.A. § 16-6-1 et seq.), gambling offenses as defined in O.C.G.A. tit. 16, ch. 12, art. 2 (O.C.G.A. § 16-12-20 et seq.), obscenity and related offenses as defined in O.C.G.A. tit. 16, ch. 12, art. 3 (O.C.G.A. § 16-12-80 et seq.), or contributing to the delinquency of a minor, all as defined by state law as it presently exists or may be hereafter amended.
 - (5) Failure of the applicant or licensee-tax certificate holder to have or maintain initial qualifications for obtaining the licenseoccupational tax certificate.
 - (6) Failure of the applicant or licenseetax -certificate holder to provide or maintain any of the documentation required for the application for or retention of the licenseoccupational tax certificate.
 - (7) The applicant or licensee-tax certificate holder employs any person who is not a State licensed massage practitioner and allows or permits such person to administer massage in the establishment except as may be otherwise allowed by state law. The applicant or licensee-tax certificate holder allows any other employee to work prior to compliance with section 22-231.
 - (8) The premises in which the business is located are in violation of any of the federal, state, county or municipal laws designed for the health, protection and safety of the occupants.
 - (9) There is evidence that the applicant or licensee-tax certificate holder or any corporation or partnership of which the applicant or licensee-tax certificate holder is or was an officer, director, principal shareholder, general partner, or managing agent is delinquent in the payment of any property tax or other tax or license-occupational tax certificate fee payable to the city, the county, or the state.
 - (10) Failure of the applicant or licensee-tax certificate holder to actively supervise and monitor the conduct of the employees, customers and others on the premises in order to protect the health, safety and well-being of the general public and the customers.

(c) Any applicant or licensee-tax certificate holder under this article who has his or hertheir license-occupational tax certificate application denied or license-tax certificate revoked shall be disqualified from reapplying for such a license-tax certificate for 12 months immediately following the revocation or denial.

(Ord. No. 2016-34, Att. A, 12-5-16; Ord. No. 2023-05, §§ 5, 6, 5-1-23)

Editor's note(s)—Ord. No. 2016-34, Att. A, adopted Dec. 5, 2016, amended § 22-221 in its entirety to read as herein set out. Former § 22-221 pertained to revocation of license-occupational tax certificate; hearing and derived from Ord. No. 2007-32, Att. A, adopted Nov. 5, 2007.

Sec. 22-222. Signed copy of regulations to be filed with license-occupational tax certificate application.

A signed copy of this article or the ordinance from which this article is derived will be filed with any business license-occupational tax certificate application by the business license department-office.

(Ord. No. 2007-32, Att. A, 11-5-07)

Sec. 22-223. Authority to train personnel.

Any applicant granted a massage therapy business-license-occupational tax certificate under this article shall have the authority to employ those individuals granted provisional massage therapists license by the Georgia Board of Massage Therapy in accordance with the Massage Therapy Practice Act, O.C.G.A. § 43-24A-1 et seq., provided that the massage therapy business-license-occupational tax certificate holder shall furnish to the business license department-office, there to be kept by such department-office, a health certificate of each such employee from a medical doctor.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12)

Sec. 22-224. Information concerning employees to be filed with business license department-office.

Within three business days of commencement of operations of the business, the applicant shall file with the business license department-office an affidavit stating the names of all employees. After hiring each new employee and prior to that employee's commencement of employment, the applicant shall provide the name of each such prospective employee and the documentation, to the business license department-office for a background investigation as set forth in the Kennesaw Code of Ordinances, section 22-2329. If the employee is a massage therapist, the applicant shall provide a copy of the employee's license issued by the Georgia Board of Massage Therapy.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12; Ord. No. 2019-09, § 10, 10-21-19)

Sec. 22-225. Record of treatments to be maintained; inspections.

It shall be the duty of any person granted a massage therapy business-license-occupational tax certificate under this article to maintain correct and accurate records of the first and last name, date of birth, and address of the persons receiving treatment at such establishment, type of service received, and the first and last name of the person at the establishment administering such treatment, and the date and time of the treatment. The city, through the employees of the business license department-office or the city police department, shall have the right to inspect the place of business and records of any licensee-certificate holder under this article during the hours

authorized under this article for the conducting of business to ensure compliance with the requirements of this article.

(Ord. No. 2016-34, Att. A, 12-5-16; Ord. No. 2023-05, § 7, 5-1-23)

Editor's note(s)—Ord. No. 2016-34, Att. A, adopted Dec. 5, 2016, amended § 22-225 in its entirety to read as herein set out. Former § 22-225 pertained to record of treatments to be maintained and derived from Ord. No. 2007-32, Att. A, adopted Nov. 5, 2007.

Sec. 22-226. Exceptions.

Each client or customer of a massage therapist shall have the unfettered right to select ~~his or her~~their massage therapist. The requirements of this section shall not apply to treatments given at the office of a licensed chiropractor, licensed physician, osteopath or registered physical therapist, or in a regularly established and licensed hospital or sanitarium.

(Ord. No. 2016-34, Att. A, 12-5-16)

Editor's note(s)—Ord. No. 2016-34, Att. A, adopted Dec. 5, 2016, amended § 22-226 in its entirety to read as herein set out. Former § 22-226 pertained to maintenance of patient log and derived from Ord. No. 2007-32, Att. A, adopted Nov. 5, 2007; and Ord. No. 2012-02, adopted March 19, 2012.

Sec. 22-227. Patronage of massage therapy businesses.

- (a) *Restricted.* It shall be unlawful for any person under the age of 18 years to patronize any massage therapy business unless such person carries with him at the time of such patronage a written order directing the treatment to be given signed by a regularly licensed physician.
- (b) *Duty of operator.* It shall be the duty of the operator of a massage therapy business to determine the age of the persons patronizing such massage therapy business, and a violation of this section shall be grounds for revocation of the ~~license-occupational tax certificate~~ of such massage therapy business.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12)

Sec. 22-228. Massages by unlicensed persons.

- (a) It shall be unlawful for a massage to be given within the City of Kennesaw by any person not duly licensed as a massage therapist by the State of Georgia or as allowed in accordance with O.C.G.A. § 43-24A-9, as may be amended from time to time.
- (b) It shall be unlawful for an owner of any establishment ~~licensed-certified by the City~~ as a massage therapy business to employ, contract with, or otherwise allow any person to give massages in or at such ~~licensed certified~~ establishment unless that person is duly licensed as a massage therapist by the State of Georgia or is allowed to give massages in accordance with O.C.G.A. § 43-24A-9, as may be amended from time to time.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2023-05, § 8, 5-1-23)

Sec. 22-229. Prohibited contact.

No massage therapist shall manipulate, fondle or handle the sexual organs of any person.

(Ord. No. 2007-32, Att. A, 11-5-07)

Sec. 22-230. Licensed massage therapist.

Any person licensed pursuant to the Massage Therapy Practice Act, O.C.G.A. § 43-24A-1, as amended, shall be entitled to practice as a massage therapist as required by the State of Georgia.

(Ord. No. 2007-32, Att. A, 11-5-07; Ord. No. 2012-02, 3-19-12)

Sec. 22-231. Employee work permits required.

- (a) Massage/spa establishment work permit required. It shall be unlawful for any person to be an employee, as defined in Chapter 22, of a massage establishment or spa establishment in the city without a valid massage/spa establishment work permit issued under the terms of this article, except that a person who holds a valid massage/spa establishment license pursuant to O.C.G.A. § 43-24A-31 shall not be required to also obtain a massage/spa establishment work permit to be an employee at that particular licensed establishment. A person who works at more than one establishment shall obtain a separate work permit for each establishment. No applicant for a massage/spa establishment work permit shall work at a massage establishment or a spa establishment in the city until the applicant receives, and the establishment posts, the employee's work permit as required by this article. A receipt issued by the city is not a valid massage/spa establishment work permit and does not authorize the person to work in a massage establishment or spa establishment.
- (b) A person duly licensed as a massage therapist by the State of Georgia or as allowed in accordance with O.C.G.A. § 43-24[A]-9 will provide the business license department-office with evidence of license to practice massage therapy pursuant to O.C.G.A. § 43-24A-30(a)(9).
- (c) Application. An applicant for a massage/spa establishment work permit shall file in person at the city business license department-office a completed application made on a form provided by the city. The application must be signed and notarized. Applicants shall make themselves available for photographing. An application shall be considered complete when it contains the information and/or items required in this subsection (b), accompanied by the work permit fee:
 - (1) The applicant's full legal name and any other names used by the applicant in the preceding five years.
 - (2) Current mailing address for the applicant.
 - (3) Written proof of age, in the form of a driver's license or a picture identification document containing the applicant's date of birth issued by an agency of a state or of the federal government.
 - (4) A signed and sworn affidavit verifying the applicant's lawful presence in the United States as required by O.C.G.A. § 50-36-1.
 - (5) The name and address of the massage establishment or spa establishment for which the applicant seeks to obtain the work permit.
 - (6) A statement of whether the applicant has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license-occupational tax certificate to operate a massage establishment or a spa establishment revoked.
 - (7) A statement of whether the applicant has within the previous five years been arrested for, convicted of, or pleaded guilty or entered a plea of nolo contendere to any offense set forth in section 22-

221(b)(4), and if so, each offense involved, including the date, place, and jurisdiction of each such arrest and/or conviction.

- (8) An applicant who is also a massage therapist licensed by the State of Georgia shall not be required to obtain a work permit from the City of Kennesaw.

The information provided pursuant to subsection (b) of this section shall be supplemented in writing by certified mail, return receipt requested, to the city business license department-office within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.

- (d) The information provided by an applicant in connection with an application for a work permit under this article shall be maintained by the city business license department-office on a confidential basis, and such information may be disclosed to the public only as required under governing law. Any information protected by the right to privacy as recognized by state or federal law shall be redacted prior to any required disclosure under the Georgia Open Records Act or other applicable law.
- (e) Issuance of work permit. Upon the filing of a completed massage/spa establishment work permit application, the city shall cause to be conducted a criminal background investigation of the applicant and shall transmit a summary of the investigation results to the city business license departmentoffice. Within 30 days of the filing of a completed massage/spa establishment work permit application, the city business license department-office shall either issue a work permit to the applicant or issue a written notice of intent to deny the work permit to the applicant. The city business license department-office shall issue the work permit unless:
- (1) The applicant is less than 18 years of age.
 - (2) The applicant has failed to provide information required by this article for issuance of a work permit or has falsely answered a question or request for information on the application form.
 - (3) The work permit fee required by this article has not been paid.
 - (4) The establishment for which the applicant seeks a work permit does not have a valid massage/spa establishment license-occupational tax certificate from the city.
 - (5) The applicant has been an owner, director, officer, partner, member, or shareholder of a massage establishment or spa establishment that has, in the previous five years (and at a time during which the person was so related to the establishment):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Had its license-occupational tax certificate to operate a massage establishment or a spa establishment revoked.
 - (6) The applicant has within the previous five years been convicted of, pled guilty to, or entered a plea of nolo contendere to any offense set forth in section 22-221(b)(4).
- (f) The work permit, if issued, will be valid for a period of one year from the date it is issued. A massage establishment or spa establishment employee shall provide the employee's work permit to the establishment for which it was issued to be posted on the premises pursuant to this article.
- (g) The city business license department-office shall issue a written notice of intent to revoke an employee's work permit, following notice and hearing pursuant to this article, and demand its return if the employee has violated the provisions of this article, any state law, or applicable local ordinance.
- (h) It shall be unlawful for an employee whose work permit has been revoked to refuse to return the work permit to the city business license departmentoffice, or to alter, conceal, deface, or destroy the work permit.
- (i) The permit fee for a massage/spa establishment work permit shall be established by the city business license departmentoffice.
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(Ord. No. 2023-05, § 9, 5-1-23)

Sec. 22-232. State and national criminal backgrounding of persons engaged in massage therapy business.

1. This ordinance is enacted pursuant to Pursuant to O.C.G.A. § 35-3-35 to regulate the issuance of licenses occupational tax certificates and employment of those engaged in the massage therapy business within the City of Kennesaw.

2. An applicant or employee seeking to engage as a massage therapist shall submit all required applications and payment of appropriate fees to the City of Kennesaw Business License Manager and provide fingerprints taken by the City of Kennesaw Police Department.

3. Upon receipt of the fingerprints and the appropriate fees, the City of Kennesaw Police Department will transmit fingerprints to the Georgia Bureau of Investigation/GCIC. The Georgia Bureau of Investigation/GCIC will compare the subject's fingerprints against its criminal file, and if no disqualifying conduct is found therein, they will submit the fingerprints to the Federal Bureau of Investigation for a comparison with nationwide records. The results of the Federal Bureau of Investigation check will be returned to the Georgia Bureau of Investigation/GCIC, which will disseminate the state and national results to the City of Kennesaw Police Department.

4. The City of Kennesaw Business License Manager shall render a fitness determination based upon the results of the criminal background check. In rendering a fitness determination, the City of Kennesaw Business License Manager will decide whether the record subject has been convicted of or is under pending indictment for (a) a crime which bears upon their ability or fitness to serve in that capacity; (b) any felony or a misdemeanor which involved force or threat of force, controlled substances, or was a sex-related offense; or (c) enumerated disqualifiers set forth in the Municipal Code of the City of Kennesaw, Georgia. Upon completion, the Business License Manager will communicate the fitness determination to the applicant.

6. A record subject may request and receive a copy of their criminal history record information from the Kennesaw Police Department. Should the record subject seek to amend or correct their record, they must contact the Georgia Bureau of Investigation/GCIC for a Georgia state record or the Federal Bureau of Investigation for records from other jurisdictions maintained in its file.

(Ord. No. #####)

Secs. 22-2332—22-250. Reserved.

ARTICLE X. OCCUPATIONAL TAX CERTIFICATE FOR FINANCIAL INSTITUTIONS¹⁰

Sec. 22-251. Levied.

In accordance with O.C.G.A. § 48-6-93, there is hereby levied an annual business license tax upon all depository financial institutions located within the city at a rate of 0.25 percent of the gross receipts of such depository financial institutions. "Gross receipts" shall mean gross receipts as defined in O.C.G.A. § 48-6-93.

¹⁰State law reference(s)—Local depository financial institutions business license tax, O.C.G.A. § 48-6-93.

"Depository financial institutions" shall mean state and national banks, state building and loan associations, and federal savings and loan associations.

(Ord. of 11-7-94(1), § 3-2-23(A))

Sec. 22-252. Minimum amount of tax.

The minimum annual amount of business license tax due from any depository financial institution pursuant to section 22-251 shall be \$1,000.00.

(Ord. of 11-7-94(1), § 3-2-23(B))

Sec. 22-253. Filing of return.

Pursuant to O.C.G.A. § 48-6-93(c), each depository financial institution subject to the tax levied under this article shall file a return of its gross receipts with the business license office on March 1 of the year following the year in which such gross receipts are measured. Such return shall be in the manner and in the form prescribed by the commissioners of the department of revenue based on the allocation method set forth in O.C.G.A. § 48-6-93(d). The city business license office shall assess and collect the tax levied pursuant to this article based upon the information provided in such return.

(Ord. of 11-7-94(1), § 3-2-23(C))

Sec. 22-254. Due date.

Taxes levied pursuant to this article shall be due no later than 30 days after filing of the return prescribed by section 22-253, unless extended by the ~~mayor~~ Mayor and ~~council~~ Council.

(Ord. of 11-7-94(1), § 3-2-23(D))

Sec. 22-255. Copies of article to be provided.

The ~~city~~ City clerk-Clerk is hereby directed to forward a copy of this article to each depository financial institution in the city and to the home office of each such depository financial institution if located outside the city.

(Ord. of 11-7-94(1), § 3-2-23(E))

Sec. 22-256. Reserved.

Editor's note(s)—Ord. No. 1999-15, adopted December 6, 1999, deleted in its entirety former section 22-256, which pertained to temporary certificates, and derived from Ord. of 11-7-94(1), § 3-2-25.

Secs. 22-257—22-275. Reserved.

ARTICLE XI. PAWNBROKERS¹¹

¹¹State law reference(s)—Pawnbrokers, O.C.G.A. § 44-12-130 et seq.

Sec. 22-276. Issuance of ~~license~~occupational tax certificate.

~~Licenses~~Occupational tax certificates may be issued by the ~~mayor~~Mayor and ~~council~~Council to applicants desiring to operate as pawnbrokers, subject to the following terms and conditions:

- (1) No ~~license-tax certificate~~ shall be issued to any applicant who has been convicted of a felony or a crime involving moral turpitude as defined by the laws of the state unless a full and complete pardon has been granted.
- (2) No ~~license-tax certificate~~ shall be issued to any applicant under the terms of this article if any false information is furnished upon the application by the applicant to the appropriate authorities of the city.
- (3) No ~~license-tax certificate~~ shall be issued under the terms of this article if the applicant has ever been convicted of usury under the laws of this state or of any other state.
- (4) No ~~license-tax certificate~~ shall be issued until the applicant has been investigated by the ~~police~~Police departmentDepartment of the ~~city~~City, and a favorable report received from the police department as to ~~his~~their general reputation in the business community.
- (5) No ~~license-tax certificate~~ shall be issued to any applicant who is not a resident of this county.
- (6) No ~~license-tax certificate~~ shall be issued to any applicant who does not provide proof of financial responsibility.
- (7) No ~~license-tax certificate~~ shall be issued unless the names and addresses of all persons holding any interest in the business are listed and those persons have signed the application.
- (8) No ~~license-tax certificate~~ shall be issued to any applicant who is engaged in any finance or lending business unless this requirement is expressly waived by the ~~mayor~~Mayor and ~~council~~Council.

(Code 1986, § 9-2-1)

Sec. 22-277. Entry and examination by police.

Upon making application for and receiving a ~~license-occupational tax certificate~~ from the city to operate as a pawnbroker, the holder of the ~~license-tax certificate~~ expressly authorizes the police department of the city to enter upon ~~his~~their premises and to inspect and examine any articles in the business for the purpose of determining whether or not they have been stolen or otherwise illegally obtained by the applicant or the pawnor, and the applicant expressly agrees that no search warrant shall be necessary, but consents to such examination and inspection at any time upon request by any police officer of the city.

(Code 1986, § 9-2-2)

Sec. 22-278. Persons from whom articles may not be received.

No holder of a pawnbroker's ~~license-occupational tax certificate~~ shall accept any article of pawn from:

- (1) Any person under the age of 21 years;
- (2) Any person who is intoxicated; or
- (3) Any person who is not a resident of the state.

(Code 1986, § 9-2-3)

Sec. 22-279. Record of pawned articles.

The pawnbroker shall keep available for inspection by the appropriate authorities of the city, including but not limited to the police department, an itemized list of all articles pawned, together with a full and complete description thereof, the amount loaned on each article, the due date of the loan, the name and address of the pawnor, the age of the pawnor, and the place of employment of the pawnor.

(Code 1986, § 9-2-4)

Sec. 22-280. Evidence of loan.

The pawnbroker shall make a loan only by written, negotiable instrument or by receiving a receipt for the amount of the loan by the pawnor.

(Code 1986, § 9-2-5)

Sec. 22-281. Compliance with lending laws.

The pawnbroker shall comply with all the laws of the state as to the rate of interest and all provisions of the Uniform Commercial Code of the state applicable to lending.

(Code 1986, § 9-2-6)

Sec. 22-282. Suspension and revocation of licenseoccupational tax certificate.

A violation of any of the provisions of this article shall be good cause for suspension and/or revocation of the licenseoccupational tax certificate. If the city-City Clerk or any police officer should determine that a probable violation has occurred, he shall place the issue before the mayor-Mayor and council-Council at its next regularly scheduled meeting or at a special meeting called for the purpose of determining whether a violation has occurred. At least ten days' notice of the hearing before the mayor-Mayor and council-Council shall be provided the licenseetax certificate holder. At the conclusion of the hearing the mayor-Mayor and council may issue a warning, suspend the license-occupational tax certificate for a definite period of time, revoke the license-tax certificate or take no action if the council-Council finds no violation by the licenseetax certificate holder. In the event of a revocation or suspension, no portion of the annual license-occupational tax certificate fee shall be returned to the licenseetax certificate holder.

(Code 1986, § 9-2-7)

Sec. 22-283. Additional restrictions authorized.

The mayor-Mayor and council-Council shall have the power to impose additional restrictions on the pawnbroker, and the pawnbroker shall be required to comply therewith upon 30 days' notice.

(Code 1986, § 9-2-8)

Secs. 22-284—22-300. Reserved.

ARTICLE XII. GARAGE AND YARD SALES

Sec. 22-301. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Garage or yard sale means a sale by a private property owner of personal property used by the homeowner's family or neighbors, either in the garage area of the house, basement, interior of the house or on the lawn of the house. No new or additional personalty shall be sold in such sales.

(Code 1986, § 8-5-231)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 22-302. Restrictions.

Garage or yard sales shall be permitted only under the following rules and regulations:

- (1) Only homeowners may apply to the ~~city~~ City Clerk for a permit for a garage or yard sale.
- (2) No sale shall be held on property in any residentially zoned district more than three days in succession, and no more than three weekends per calendar year.

(Code 1986, § 8-5-232; Ord. No. 2003-13, § 1, 4-21-03)

Sec. 22-303. Parking; signs.

A garage or yard sale shall be conducted in a neat and orderly fashion, and automobile traffic and parking shall be controlled. All signs shall be removed within 24 hours.

(Code 1986, § 8-5-233)

Sec. 22-304. Exemptions from article.

Nothing in this article shall be interpreted to govern sales conducted by nonprofit organizations.

(Code 1986, § 8-5-234)

Secs. 22-305—22-349. Reserved.

ARTICLE XIII. RESERVED¹²

Secs. 22-350—22-392. Reserved.

ARTICLE XIV. SEXUALLY ORIENTED BUSINESSES

¹²Ord. No. 2019-09, § 11, adopted Oct. 21, 2019, repealed Art. XIII, §§ 22-350—22-366, 22-381—22-384, 22-391, 22-392, which pertained to taxicabs and limousines and derived from Ord. No. 2003-44, § 1, adopted Sep. 15, 2003.

Sec. 22-393. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adult bookstore or adult video store means a commercial establishment which, as one of its substantial business activities, offers for sale or rental for any form of consideration any one or more of the following items: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas. A "substantial business activity" exists where the commercial establishment meets any one or more of the following criteria:

- (1) At least 25 percent of the establishment's displayed merchandise consists of the foregoing items; or
- (2) At least 25 percent of the wholesale value of the establishment's displayed merchandise consists of the foregoing items; or
- (3) At least 25 percent of the retail value of the establishment's displayed merchandise consists of the foregoing items; or
- (4) At least 25 percent of the establishment's revenues derive from the sale or rental, for any form of consideration, of the foregoing items; or
- (5) The establishment devotes at least 25 percent of its interior business space or, if less than 25 percent, devotes at least 500 square feet of its interior business space to the display, sale, and/or rental of the foregoing items (aisles and walkways used to access said items shall be included in the term "interior business space"); or
- (6) The establishment regularly offers for sale or rental at least 1,000 of the foregoing items and limits access to the premises or to the portion of the premises occupied by said items to adults only; or
- (7) The establishment regularly advertises itself or holds itself out, using "adult," "XXX," "sex," "erotic," or substantially similar language, as an establishment that caters to adult sexual interests; or
- (8) Maintains an adult arcade, which means any place to which the public is permitted or invited wherein coin-operated or slug-operated or electronically, electrically, or mechanically controlled still or motion picture machines, projectors, or other image-producing devices are regularly maintained to show images to five or fewer persons per machine at any one time, and where the images so displayed are characterized by their emphasis upon matter exhibiting specified sexual activities or specified anatomical areas.

Adult cabaret means a commercial establishment or facility which regularly features live dancers, performers or other persons who appear nude.

Adult motion picture theater means a commercial establishment where films, motion pictures, videocassettes, slides, or similar photographic reproductions which are characterized by their emphasis upon the display of specified sexual activities or specified anatomical areas are regularly shown to more than five persons for any form of consideration.

Adult movie house means any movie theater which on a regular, continuing basis shows films rated "X" by the Motion Picture Coding Association of America or any movie theater which presents for public viewing on a regular, continuing basis so-called "adult films" depicting sexual conduct.

Characterized by means describing the essential character or quality of an item. As applied in this article, no business shall be classified as a sexually oriented business by virtue of showing, selling, or renting materials rated NC-17 or R by the Motion Picture Association of America.

Employ, employee, and employment describe and pertain to any person who performs any service on the premises of a sexually oriented business, on a fulltime, part-time, or contract basis, whether or not the person is denominated an employee, independent contractor, agent, or otherwise. The term "employee" does not include a person exclusively on the premises for repair or maintenance of the premises or for the delivery of goods to the premises.

Establish or establishment mean and include any of the following:

- (1) The opening or commencement of any sexually oriented business as a new business;
- (2) The conversion of an existing business, whether or not a sexually oriented business, to any sexually oriented business; or
- (3) The addition of any sexually oriented business to any other existing sexually oriented business.

Explicit media outlet means any commercial establishment which has an inventory of goods that is composed of at least 50 percent of books, pamphlets, magazines, or other printed publications, films or other media which depict sexually explicit nudity or sexual conduct.

Hospital. A building or portion thereof designated or used for therapeutic treatment of bed patients who are physically or mentally ill.

Influential interest means any of the following:

- (1) The actual power to operate the sexually oriented business or control the operation, management or policies of the sexually oriented business or legal entity which operates the sexually oriented business; or
- (2) Holding an office (e.g., president, vice-president, secretary, treasurer, managing member, managing director, etc.) in a legal entity which operates the sexually oriented business.

Licensee Tax Certificate Holder means a person in whose name a license occupational tax certificate to operate a sexually oriented business has been issued, as well as the individual or individuals listed as an applicant on the application for a sexually oriented business license occupational tax certificate. In the case of an employee, it shall mean the person in whose name the sexually oriented business employee license occupational tax certificate has been issued.

Nudity or a state of nudity means the showing of the human male or female genitals, pubic area, vulva, anus, anal cleft or cleavage with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple and areola.

Operate or cause to operate means to cause to function or to put or keep in a state of doing business. The term "operator" means any person on the premises of a sexually oriented business who causes the business to function or who puts or keeps in operation the business or who is authorized to manage the business or exercise overall operational control of the business premises. A person may be found to be operating or causing to be operated a sexually oriented business whether or not that person is an owner, part owner, or licensee tax certificate holder of the business.

Park means any lands or facility owned, operated, controlled or managed by any county, city or federal government or any governmental entity in and upon which recreational activities or places are provided for recreation and enjoyment to the general public.

Person means individual, proprietorship, partnership, corporation, association, or other legal entity.

Premises means the real property upon which the sexually oriented business is located, and all appurtenances thereto and buildings thereon, including, but not limited to, the sexually oriented business, the grounds, private walkways, and parking lots and/or parking garages adjacent thereto, under the ownership, control, or supervision of the licensee tax certificate holder, as described in the application for a sexually oriented business license occupational tax certificate.

Regular or regularly means and refers to the consistent and repeated doing of the act so described.

Religious assembly: A site or facility maintained by a bona fide religious group for the primary purpose of religious worship. Religious assemblies include but are not limited to churches, mosques, synagogues and temples.

Residence means a house, apartment, boardinghouse or rooming house, duplex, or other multifamily housing, for human dwelling, or any property zoned therefore.

School means only such state, county, city, church or other schools as teach the subjects commonly taught in the common schools and colleges and universities of this state and which are public schools or private schools as defined in subsection (b) of O.C.G.A. § 20-2-690, or as may be amended from time to time, including any public or private location that teaches the Georgia Pre-kindergarten Program and shall not include private schools where only specialized subjects such as law, stenography, business, music, art, medicine, dentistry, vocational occupations and other special subjects are taught and shall not include residences where home study programs are located.

Sexual conduct means acts of masturbation, homosexuality, sodomy, sexual intercourse, or physical contact with a person's clothed or unclothed genitals, pubic area, buttocks, or, if such person is female, breast, which, to the average person, applying contemporary community standards, taken as a whole, lacks serious literary, artistic, political, or scientific value and predominantly appeals to the prurient interest, that is, a shameful or morbid interest in nudity or sex.

Sexual device means any three-dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, nipple, or for sadomasochistic use or abuse of oneself or others and shall include devices such as dildos, vibrators, penis pumps, cock rings, anal beads, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

Sexual device shop means a commercial establishment:

- (1) Where more than 100 sexual devices are regularly made available for sale or rental; or
- (2) Where sexual devices are regularly made available for sale or rental and the establishment regularly gives special prominence to sexual devices (e.g., by using lighted display cases for sexual devices, having a room or discrete area of the establishment significantly devoted to sexual devices, positioning sexual devices near cash registers or similar points of sale, hosting events focused on sexual devices, or holding itself out to the public as a place that focuses on sexual devices).

This definition shall not be construed to include an establishment containing a pharmacy that employs a [State of Georgia](#) licensed pharmacist to fill prescriptions on the premises or an establishment primarily dedicated to providing durable medical equipment.

Sexually oriented business means an adult bookstore or adult video store, an adult cabaret, an adult motion picture theater, an explicit media outlet, or a sexual device shop.

Sexually oriented business license occupational tax certificate means the [occupational tax certificate issued by the city for the operation of a sexually oriented business establishment. Such certificate authorizes the business location to operate subject to compliance with the Code and state law.](#)

Specified anatomical areas means and includes:

- (1) Less than completely and opaquely covered (1) human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and
- (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified criminal activity means:

- (1) Any of the following specified offenses for which less than five years elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date:
 - a. Rape, child molestation, sexual assault, sexual battery, aggravated sexual assault, aggravated sexual battery, or public indecency;
 - b. Prostitution, keeping a place of prostitution, pimping, or pandering;
 - c. Obscenity, disseminating or displaying matter harmful to a minor, or use of child in sexual performance;
 - d. Any offense related to any sexually-oriented business, including controlled substance offenses, tax violations, racketeering, crimes involving sex, crimes involving prostitution, or crimes involving obscenity; or
- (2) Any attempt, solicitation, or conspiracy to commit one of the foregoing offenses.

Specified sexual activity means any of the following:

- (1) Intercourse, oral copulation, masturbation, sodomy, bestiality, flagellation or torture in the context of sexual relations, or excretory functions in the context of sexual relations, anilingus, buggery, coprophagy, coprophilia, cunnilingus, fellatio, necrophilia, pederasty, pedophilia, piquerism, sapphism or zooerasty; or
- (2) Clearly depicted human genitals in a state of sexual stimulation, arousal or tumescence.

Transfer of ownership or control of a sexually oriented business means any of the following:

- (1) The sale, lease, or sublease of the business;
- (2) The transfer of securities which constitute an influential interest in the business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

Viewing room means the room, booth, or area where a patron of a sexually oriented business would ordinarily be positioned while watching a film, videocassette, digital video disc, or other video reproduction.

(Ord. No. 2010-10, § 1, 5-17-10; Ord. No. 2018-24, § 5(Exh. D), 10-15-18; Ord. No. 2021-04, § 2(Exh. B), 2-15-21)

Sec. 22-394. Penalties and enforcement.

- (a) A person who knowingly violates, disobeys, omits, neglects, or refuses to comply with or resists the enforcement of any of the provisions of this article shall, upon conviction, be punished by fines not to exceed \$1,000.00 per violation, or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment. Each day a violation is committed, or permitted to continue, shall constitute a separate offense and shall be punished as such.
- (b) The city's legal counsel is hereby authorized to institute civil proceedings necessary for the enforcement of this article to prosecute, restrain, or correct violations hereof. Such proceedings, including injunction, shall be brought in the name of the city, provided, however, that nothing in this section and no action taken hereunder, shall be held to exclude such criminal or administrative proceedings as may be authorized by other provisions of this article, or any of the laws in force in the city or to exempt anyone violating this Code or any part of the said laws from any penalty which may be incurred.

Sec. 22-395. Rationale and findings.

- (a) *Purpose.* It is the purpose of this article to regulate sexually oriented businesses in order to promote the health, safety, moral, and general welfare of the citizens of the city, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the city. The provisions of this article have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this article to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this article to condone or legitimize the distribution of obscene material.
- (b) *Rationale and findings.* Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the ~~mayor~~ Mayor and ~~city~~ City ~~council~~ Council, including the following documents and reports and transcripts and minutes from public hearings from other jurisdictions detailing first-hand accounts of secondary effects occurring in and around sexually oriented businesses, including, but not limited to: A Digest of Research: The Evidence of Relationships Between Adult-Oriented Businesses and Community Crime and Disorder prepared for The Mayor and Council of the City of St. Marys, Georgia July 1996; Adams County, Colorado Nude Entertainment Study 1987; Adult Entertainment Businesses in Indianapolis 1984; Adult Entertainment Business Study for Manatee County 1987; Adult Entertainment Zoning in New York City; An Analysis of the Effects of SOBs on the surrounding neighborhoods in Dallas, Texas prepared for Assistant City of Dallas, April 1987; Community Protection Committee's Final Report on Vice in Hamilton County with Recommendations to Hamilton County Executive Board of Commissioners, the Mayor and Members of the Chattanooga City Council, May 1997; *Do "Off-Site" Adult Businesses Have Secondary Effects? Legal Doctrine, Social Theory, and Empirical Evidence*, Richard McCleary and Alan C. Weinstein, 218 Law and Policy, April 2009; Survey of Appraisers Fort Worth and Dallas, Effects of Land Uses on Surrounding Property Values prepared for City of Fort Worth, Texas, September 2004; Final Report to the City of Garden Grove, The Relationship Between Crime and Adult Business Operations on Garden Grove Boulevard, October 23, 1991; December 20, 2005 Transcript of the Regular City Council meeting, City of Sandy Springs, Georgia; December 27, 2005 Transcript of the Regular City Council meeting, City of Sandy Springs, Georgia; National Law Center Summaries of "SOB Land Use" Studies, Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually Oriented Businesses, March 31, 1996; Adult Entertainment Businesses in Oklahoma City, A Survey or Real Estate Appraisers, March 3, 1986; Report of the Attorney General's Working Group on the Regulation of Sexually Oriented Businesses, June 6, 1989; Report on the Secondary Effects of the Concentration of Adult Use Establishments in the Times Square Area, April 1994; Report on Adult Oriented Businesses in Austin, Texas prepared for the Mayor and City Council of Austin, May 19, 1986; March 6, 1985 meeting minutes of the Rome City Commission; Sexually Oriented Business Ordinance Revision Committee Legislative Report to the Houston City Council, January 7, 1997; Staff Report amendments to Zoning Regulations Adult Businesses in C-2 zone with conditional use permit, January 9, 1978; Study of the Effects of the Concentration of Adult Entertainment Establishments in the City of Los Angeles, Department of City Planning City of Los Angeles, June 1977; Summary of Review and Conclusions Regarding the City of St. Cloud's Regulation of Adult Businesses, December 1994; August 7, 2001 Transcript of the Gwinnett County Board of Commissioners meeting; August 3, 2011 Deposition of Robert J. Stevens, Flanigan's Enterprises v. City of Sandy Springs, Georgia, Civil Action File No. 1:09-CV-2747, U.S. District Court for the Northern District of Georgia, Atlanta Division; August 3, 2011 Deposition of Terry Sult, Flanigan's Enterprises v. City of Sandy Springs, Georgia, Civil Action File No. 1:09-CV-2747, U.S. District Court for the Northern District of Georgia, Atlanta Division; Deposition of Corazalla, Flanigan's Enterprises v. City of Sandy Springs, Georgia, Civil Action File No. 1:09-CV-

2747, U.S. District Court for the Northern District of Georgia, Atlanta Division Quality of Life: A Look at Successful Abatement of Adult Oriented Businesses in Oklahoma City, Oklahoma, 1984-1989; City of Littleton, Colorado v. Z.J. Gifts D-4, LLC, 541 U.S. 774, 124 S.Ct. 2219, 159 L.Ed. 84 (2004); California v. LaRue, 410 U.S. 948, 93 S.Ct. 1351 (1973); City of Renton v. Playtime Theatres, Inc., 475 U.S. 1132, 106 S.Ct. 1663 (1986); New York State Liquor Authority v. Bellanca, No. 80-813, Supreme Court of the United States, June 22, 1981; City of Los Angeles v. Alameda Books, Inc., 535 U.S. 425 (2002); City of Erie v. Pap's A.M., 529 U.S. 277 (2000); Young v. American Mini Theatres, 427 U.S. 50 (1976); Barnes v. Glen Theatre, Inc., 501 U.S. 560 (1991); Artistic Entertainment, Inc. v. City of Warner Robins, 331 F.3d 1196 (11th Cir. 2003); Artistic Entertainment, Inc. v. City of Warner Robins, 223 F.3d 1306 (11th Cir. 2000); Williams v. Pryor, 240 F.3d 944 (11th Cir. 2001); Daytona Grand, Inc. v. City of Daytona Beach, Florida, 490 F. 3d 860 (11th Cir. 2007); Flanigan's Enterprises, Inc. of Georgia v. City of Sandy Springs, Georgia, 703 Fed. Appx. 929 (11th Cir. 2017); Peek-A-Boo Lounge of Bradenton, Inc. v. Manatee County, Florida, 630 F. 3d 1346 (11th Cir. 2011); Sammys of Mobile, LTD v. City of Mobile, 140 F. 3d 993 (11th Cir. 1998); Wise Interprises, Inc. v. Unified Government of Athens-Clarke County, Georgia, 217 F. 3d 1360 (11th Cir. 2000); Zibtluda, LLC v. Gwinnett County, Georgia, 411 F. 3d 1278 (11th Cir. 2005); Flanigan's Enterprises, Inc. of Georgia v. Fulton County, 2010 WL 520542 (11th Cir.); Flanigan's Enterprises, Inc. of Georgia v. Fulton County, 242 F. 3d 976 (11th Cir. 2001); 5634 East Hillsborough Avenue, Inc. v. Hillsborough County, Florida, 2008 WL 4276370 (C.A. 11 Fla.); Williams v. A.G. of Alabama, 378 F.3d 1232 (11th Cir. 2004); Gary v. City of Warner Robins, 311 F.3d 1334 (11th Cir. 2002); Ward v. County of Orange, 217 F.3d 1350 (11th Cir. 2002); David Vincent, Inc. v. Broward County, 200 F.3d 1325 (11th Cir. 2000); Sammy's of Mobile, Ltd. v. City of Mobile, 140 F.3d 993 (11th Cir. 1998); Lady J. Lingerie, Inc. v. City of Jacksonville, 176 F.3d 1358 (11th Cir. 1999); This That And The Other Gift and Tobacco, Inc. v. Cobb County, 285 F.3d 1319 (11th Cir. 2002); Grand Faloon Tavern, Inc. v. Wicker, 670 F.2d 943 (11th Cir. 1982); DLS, Inc. v. City of Chattanooga, 107 F.3d 403 (6th Cir. 1997); International Food & Beverage Systems v. Ft. Lauderdale, 794 F.2d 1520 (11th Cir. 1986); Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); World Wide Video of Washington, Inc. v. City of Spokane, 368 F.3d 1186 (9th Cir. 2004); Ben's Bar, Inc. v. Village of Somerset, 316 F.3d 702 (7th Cir. 2003); Sensations, Inc. v. City of Grand Rapids, 526 F. 3d 291 (6th Cir. 2008); Richland Bookmart, Inc. et al. v. Knox County, Tennessee, 555 F. 3d 512 (6th Cir. 2009); 10950 Retail, LLC, d/b/a Love Shack v. City of Johns Creek, A09A0374, July 9, 2009; Fairfax MKI, Inc. v. City of Clarkston, 274 Ga. 520 (2001); Morrison v. State, 272 Ga. 129 (2000); Sewell v. Georgia, 233 S.E.2d 187 (Ga. 1977), dismissed for want of a substantial federal question, 435 U.S. 982 (1978) (sexual devices); Flippen Alliance for Community Empowerment, Inc. v. Brannan, 601 S.E.2d 106 (Ga. Ct. App. 2004); Oasis Goodtime Emporium I, Inc. v. DeKalb County, 272 Ga. 887 (2000); Chamblee Visuals, LLC v. City of Chamblee, 270 Ga. 33 (1998); World Famous Dudley's Food & Spirits, Inc. v. City of College Park, 265 Ga. 618 (1995); Airport Bookstore, Inc. v. Jackson, 242 Ga. 214 (1978); Maxim Cabaret, Inc. v. City of Sandy Springs, Georgia, 816 S.E. 2d 31 (Ga. 2018); Modified Permanent Injunction Order, People of the State of Illinois et al. v. The Lion's Den, Inc., Civil Action File No. 04-CH-26, Fourth Judicial Circuit Effingham County, Illinois, July 13, 2005; Order Upholding Constitutionality of Chapter 807 of the Revised Code of the Consolidated City and County of Indianapolis, Annex Books, Inc. et al. v. City of Indianapolis, Civil Action File No. 1:03-cv-00918, U. S. District Court Southern District of Indiana, Indianapolis Division; Blue Movies, Inc. v. Louisville/Jefferson County Metro Government, 317 S.W. 3d 23 (Ky. 2010); Cami, Inc. et al. v. Louisville/Jefferson County Metro Government, 2007 WL 2893435 (Ky. App.); Foster v. City of El Paso, 2013 WL 632962 (2013); Peek-A-Boo Lounge of Bradenton, Inc. v. Manatee County, Florida, 2009 WL 4349319 (M.D. Fla.); Plaza Group Properties, LLC v. Spencer County Plan Commission, 877 N.E.2d 877 (Indiana Court of Appeals 2007); Plaza Group Properties, LLC v. Spencer County Plan Commission, 911 N.E. 2d 1264 (Indiana Court of Appeals 2009); Order granting motion for judgment on the pleadings, Enlightened Reading, Inc. v. Jackson County, Missouri, Civil Action File No. 08-0209-CV-W, U.S. District Court for the Western District of Missouri Western Division; Order granting summary judgment, High Five Investments, LLC et al v. Floyd County, Georgia, Civil Action File No. 4:06-CV-0190, U.S. District Court Northern District of Georgia, Rome Division; Richland Bookmart, Inc. et al. v. Knox County, Tennessee, 2007 WL 4480138 (E.D. Tenn); Sensations, Inc. v. City of Grand Rapids, 2006 WL 5779504 (W.D. Mich.); 5634 East Hillsborough Avenue, Inc. v. Hillsborough County, Florida, 2007 WL 2936211 (M.D. Fla.), the [mayor-Mayor](#) and [city-City council-Council](#) find:

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- (1) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects, including, but not limited to, personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation.
 - (2) Based upon the experience of other urban counties and municipalities, which experiences the ~~mayor~~ Mayor and ~~city-City council-Council~~ finds are relevant to the problems faced by the city, and which do not vary greatly among generally comparable communities within this country, the ~~mayor~~ Mayor and ~~city-City council-Council~~ finds that public nudity, under certain circumstances, particularly circumstances related to the sale and consumption of alcoholic beverages in adult cabarets begets criminal behavior and tends to create undesirable community conditions. The ~~mayor~~ Mayor and ~~city~~ City Council find that nudity and the depiction thereof, coupled with alcohol in public places, encourages undesirable behavior and is not in the interest of public health, safety, and welfare. The ~~mayor~~ Mayor and ~~city-City council-Council~~ have chosen to avoid the disturbances associated with mixing alcohol and nude dancing by means of a reasonable restriction upon sexually oriented businesses in relation to the consumption of alcohol on premise.
 - (3) Sexually oriented businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other sexually oriented businesses, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of sexually oriented businesses in one area.
 - (4) Each of the foregoing negative secondary effects constitutes a harm which the city has a substantial government interest in preventing and/or abating. This substantial government interest in preventing secondary effects, which is the city's rationale for this article, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the city's interest in regulating sexually oriented businesses extends to preventing future secondary effects of either current or future sexually oriented businesses that may locate in the city. The city finds that the cases and documentation relied on in this article are reasonably believed to be relevant to said secondary effects.

(Ord. No. 2010-10, § 1, 5-17-10; Ord. No. 2018-24, § 5(Exh. D), 10-15-18)

Sec. 22-396. Severability.

This article and each section and provision of said article hereunder, are hereby declared to be independent divisions and subdivisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of said article, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this article be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this article.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-397. Classification.

The classifications for sexually oriented businesses shall be as follows:

- (1) Adult bookstore;
- (2) Adult video store;

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- (3) Adult cabaret;
 - (4) Adult motion picture theater;
 - (5) Sexual device shop.
 - (6) Explicit media outlet.

(Ord. No. 2010-10, § 1, 5-17-10; Ord. No. 2018-24, § 5(Exh. D), 10-15-18)

Sec. 22-398. License Occupational tax certificate required.

- (a) Business license Occupational tax certificate. It shall be unlawful for any person to operate a sexually oriented business in the city without a valid sexually oriented business license occupational tax certificate.
- (b) Employee license. It shall be unlawful for any person to be an employee of a sexually oriented business in the city without a valid sexually oriented business employee license, except that a person who is a licensee under a valid sexually oriented business license occupational tax certificate shall not be required to also obtain a sexually oriented business employee license.
- (c) Application. An applicant for a sexually oriented business license occupational tax certificate or a sexually oriented business employee license shall file in person at the office of the business license division office a completed application made on a form provided by the business license division manager Business License Manager or his or her their designee. The application shall be signed as required by subsection (d) of this section and shall be notarized. An application shall be considered complete when it contains, for each person required to sign the application, the information and/or items required in this subsection (c), accompanied by the appropriate licensing fee:
 - (1) The applicant's full legal name and any other names used by the applicant in the preceding five years.
 - (2) Current business address or another mailing address for the applicant.
 - (3) Written proof of age, in the form of a driver's license or a copy of a birth certificate accompanied by a picture identification document issued by a governmental agency.
 - (4) If the application is for a sexually oriented business license occupational tax certificate, the business name, location, legal description, mailing address and phone number of the sexually oriented business.
 - (5) If the application is for a sexually oriented business license occupational tax certificate, the name and business address of the statutory agent or other agent authorized to receive service of process.
 - (6) A statement of whether an applicant has been convicted of or has pled guilty or nolo contendere to a specified criminal activity, and if so, each specified criminal activity involved, including the date, place, and jurisdiction of each as well as the dates of conviction and release from confinement, where applicable.
 - (7) A statement of whether any sexually oriented business in which an applicant has had an influential interest, has, in the previous five years (and at a time during which the applicant had the influential interest):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Been subject to a court order of closure or padlocking.
- (8) An application for a sexually oriented business license occupational tax certificate shall be accompanied by:
 - a. A blue line copy of a surveyor's plat, 8½ inches by 11 inches in size, with a scale of one inch per 200 feet. The surveyor's plat shall show the proposed location and the location of all customer

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entries in relation to distance, measured as provided in this ordinance, to all real property and buildings on such real property which fall within the distance requirements as provided in this article, together with the zoning district and present uses of all such real property and the proposed location.

- b. A legal description of the property where the business is located; and
 - c. A sketch or diagram showing the configuration of the premises, including a statement of total floor space occupied by the business. The sketch or diagram need not be professionally prepared but shall be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches. Applicants who are required to comply with the stage, booth, and/or room configuration requirements of this article shall submit a diagram indicating that the setup and configuration of the premises meets the requirements of the applicable regulations.
- (9) The information provided pursuant to this subsection (c) shall be supplemented in writing by certified mail, return receipt requested, to the business license ~~division-office~~ within ten working days of a change of circumstances which would render the information originally submitted false or incomplete.
- (d) *Signature.* A person who seeks a sexually oriented business employee license under this section shall sign the application for a license. If a person who seeks a sexually oriented ~~business-licenseoccupational tax certificate~~ under this section is an individual, he shall sign the application for a license as applicant. If a person who seeks a sexually oriented ~~business-licenseoccupational tax certificate~~ is other than an individual, each person with an influential interest in the sexually oriented business or in a legal entity that controls the sexually oriented business shall sign the application for a license as applicant. Each applicant must be qualified under this article, and each applicant shall be considered a licensee if a license is granted.
- (e) The information provided by an applicant in connection with an application for a ~~license-occupational tax certificate~~ under this article shall be maintained by the office of the business license ~~division-office~~ on a confidential basis, and such information may be disclosed only as may be required, and only to the extent required, by state law or court order.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-399. Issuance of ~~licenseoccupational tax certificate~~.

- (a) *~~Business-licenseOccupational tax certificate.~~* Within 30 days of the filing of a completed sexually oriented ~~business-licenseoccupational tax certificate~~ application, the ~~mayor-Mayor~~ and ~~city-City council-Council~~ shall either issue a ~~license-occupational tax certificate~~ to the applicant or deny a ~~license- tax certificate~~ to the applicant. Any denial of an application for a ~~license- tax certificate~~ by the ~~mayor-Mayor~~ and ~~city-City council-Council~~ may be appealed to the Cobb County Superior Court as set forth in O.C.G.A. tit. 5, ch. 3. The ~~mayor Mayor~~ and ~~city-City council-Council~~ shall issue a sexually oriented ~~business-licenseoccupational tax certificate~~ unless:
- (1) An applicant is less than 18 years of age.
 - (2) An applicant has failed to provide information required by this article for issuance of a ~~license occupational tax certificate~~ or has falsely answered a question or request for information on the application form.
 - (3) The ~~license-occupational tax certificate~~ application fee required by this article has not been paid.
 - (4) The sexually oriented business is not in compliance with the interior configuration requirements of this article or is not in compliance with locational requirements of this article or the locational requirements of any other part of this Code or state law. If the ~~license-occupational tax certificate~~ application is for a renewal of an existing ~~license-tax certificate~~ that, at the time issued, was in

compliance with the location requirements of this article, the ~~mayor-Mayor~~ and ~~council-Council~~ may waive compliance with the location requirements on the renewal application.

- (5) Any sexually oriented business in which the applicant has had an influential interest in the previous five years (and at a time during which the applicant had the influential interest):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Been subject to an order of closure or padlocking.
- (6) An applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity.
- (b) *Employee license.* Within 30 days of the filing of a completed sexually oriented business employee license application, the ~~mayor-Mayor~~ and ~~city-City council-Council~~ shall either issue an employee license to the applicant or deny an employee license to the applicant. Any denial of an application for an employee license by the ~~mayor-Mayor~~ and ~~city-City council-Council~~ may be appealed to the Cobb County Superior Court as set forth in O.C.G.A. tit. 5, ch. 3. The ~~mayor-Mayor~~ and ~~city-City council-Council~~ shall issue a license unless:
 - (1) The applicant is less than 18 years of age.
 - (2) The applicant has failed to provide information as required by this article for issuance of a license or has falsely answered a question or request for information on the application form.
 - (3) The license application fee required by this article has not been paid.
 - (4) Any sexually oriented business in which the applicant has had an influential interest in the previous five years (and at a time during which the applicant had the influential interest):
 - a. Been declared by a court of law to be a nuisance; or
 - b. Been subject to an order of closure or padlocking.
 - (5) The applicant has been convicted of or pled guilty or nolo contendere to a specified criminal activity.
- (c) The license, if granted, shall state on its face the name of the person to whom it is granted, the number of the license issued to the licensee, the expiration date, and, if the license is for a sexually oriented business, the address of the sexually oriented business. The sexually oriented ~~business-licenseoccupational tax certificate~~ shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be read at any time that the business is occupied by patrons or is open to the public. A sexually oriented business employee shall keep the employee's license on ~~his or her~~their person or on the premises where the licensee is then working or performing.

(Ord. No. 2010-10, § 1, 5-17-10; Ord. No. 2023-14, § 5, 8-7-23)

Sec. 22-400. Fees.

The initial ~~license occupational tax certificate~~ and annual renewal fees for sexually oriented ~~business license~~tax certificates and ~~sexually oriented business employee licenses~~ shall be as follows:

- (1) For the initial fee for a sexually oriented ~~business-licenseoccupational tax certificate~~, \$100.00; and for annual renewal, \$50.00;
- (2) For the initial sexually oriented ~~business employee license~~, \$50.00; and for annual renewal, \$25.00.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-401. Inspection.

Sexually oriented businesses and sexually oriented business employees shall permit the city, through its agents and officials, to inspect, from time to time on an occasional basis, the portions of the sexually oriented business premises where patrons are permitted, for the purpose of ensuring compliance with the specific regulations of this article, during those times when the sexually oriented business is occupied by patrons or is open to the public. This section shall be narrowly construed by the city to authorize reasonable inspections of the ~~licensed-certified~~ premises pursuant to this article, but not to authorize a harassing or excessive pattern of inspections.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-402. Expiration and renewal of ~~license~~occupational tax certificate.

- (a) Each ~~license-occupational tax certificate~~ shall remain valid for a period of one calendar year from the date of issuance unless otherwise suspended or revoked. Such ~~license-tax certificate~~ may be renewed only by making application and payment of a fee as provided in this article.
- (b) Application for renewal of an annual ~~license-occupational tax certificate~~ should be made at least 60 days before the expiration date of the current annual ~~licensetax certificate~~.
- (c) If a completed application and fee submitted for an existing ~~license-occupational tax certificate~~ indicates, on its face, that the applicant is entitled to an annual ~~sexually oriented business~~licenseoccupational tax certificate or ~~sexually oriented business~~ employee license, the ~~city-City elerk-Clerk~~ shall immediately issue a temporary ~~license-tax certificate~~ to the applicant. The temporary ~~license-tax certificate~~ shall expire upon the final decision of the ~~mayor-Mayor~~ and ~~city-City council-Council~~ to renew or deny the existing annual ~~licenseoccupational tax certificate~~.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-403. Suspension and revocation.

- (a) The ~~mayor-Mayor~~ and ~~city-City council-Council~~ shall issue a written notice of intent to suspend or revoke a sexually oriented ~~business-licenseoccupational tax certificate~~ or a sexually oriented ~~business employee license~~, as applicable, if:
 - (1) The sexually oriented business ~~licensee-certificate holder~~ has knowingly violated this article or has knowingly allowed an employee to violate this article;
 - (2) The sexually oriented business employee has knowingly violated this article;
 - (3) The ~~licensee-certificate holder~~ has knowingly given false information in the application for the sexually oriented ~~business-licenseoccupational tax certificate~~ or the ~~sexually oriented business employee license~~;
 - (4) The ~~licensee-occupational tax certificate~~ has knowingly or recklessly engaged in or allowed possession, use, or sale of controlled substances on the premises of the sexually oriented business;
 - (5) The ~~licensee-tax certificate holder~~ has knowingly or recklessly engaged in or allowed prostitution on the premises of the sexually oriented business;
 - (6) The ~~licensee-tax certificate holder~~ knowingly or recklessly operated the sexually oriented business during a period of time when the ~~license-tax certificate~~ was finally suspended or revoked; or

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- (7) The licensee-tax certificate holder has knowingly or recklessly engaged in or allowed any specified sexual activity to occur in or on the premises of the sexually oriented business.
- (b) The fact that any relevant conviction is being appealed shall have no effect on the revocation of the licenseoccupational tax certificate, provided that, if any conviction which serves as a basis of a license-tax certificate revocation is overturned or reversed on appeal, that conviction shall be treated as null and of no effect for revocation purposes.
- (c) When, after the notice and hearing procedure described in this article, the city-City council-Council revokes an occupational tax certificate-license, the revocation shall continue for one year and the licenseetax certificate holder shall not be issued a sexually oriented business-licenseoccupational tax certificate or sexually oriented business employee license for one year from the date revocation becomes effective.
- (Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-404. Hearing; revocation, and suspension; appeal.

- (a) When the mayor-Mayor and city-City council-Council issues a written notice of intent to suspend or revoke a licensean occupational tax certificate, the mayor-Mayor and city-City council-Council shall immediately send such notice, which shall include the specific grounds under this article for such action, to the applicant or licensee-tax certificate holder (respondent) by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the city-City clerk-Clerk for the respondent. The notice shall specify a date, not less than ten days nor more than 20 days after the date the notice is issued, on which the mayor-Mayor and city-City council-Council shall conduct a hearing on the written notice of intent to suspend or revoke the licenseoccupational tax certificate.
- (1) At the hearing, the respondent shall have the opportunity to present all of respondent's arguments and to be represented by counsel, present evidence and witnesses on his-their behalf, and cross examine any of the city's-City's witnesses. The mayor-Mayor and city-City council-Council shall also be represented by counsel, and shall bear the burden of proving the grounds for suspending or revoking the licenseoccupational tax certificate. The hearing shall take no longer than two days, unless extended at the request of the respondent to meet the requirements of due process and proper administration of justice. The mayor-Mayor and city-City council-Council shall issue a written decision, including specific reasons for the decision pursuant to this article, to the respondent within five days after the hearing.
- (2) If the decision is to suspend or revoke the licenseoccupational tax certificate, the decision shall not become effective until the tenth day after it is rendered, and the decision shall include a statement advising the respondent of the right to appeal such decision to the Cobb County Superior Court as set forth in O.C.G.A. § 40-13-28 and O.C.G.A. tit. 5, ch. 3. If the mayor-Mayor and city-City council-Council's Council's decision finds that no grounds exist for suspension, or revocation of the licenseoccupational tax certificate, the mayor-Mayor and city-City council-Council shall, contemporaneously with the issuance of the decision, immediately withdraw the intent to suspend or revoke the license occupational tax certificate and to notify the respondent in writing by certified mail of such action.
- (b) If any court action challenging the decision of the mayor-Mayor and city-City council-Council is initiated, the city shall prepare and transmit to the court a transcript of the hearing within 30 days after receiving written notice of the filing of the court action. The city shall consent to expedited briefing and/or disposition of the action, shall comply with any expedited schedule set by the court, and shall facilitate prompt judicial review of the proceedings.

(Ord. No. 2010-10, § 1, 5-17-10; Ord. No. 2023-14, § 6, 8-7-23)

Sec. 22-405. Transfer of licenseoccupational tax certificate.

A licensee-occupational tax certificate holder shall not transfer his-their license-tax certificate to another, nor shall a licensee-tax certificate holder operate a sexually oriented business under the authority of a license-tax certificate at any place other than the address designated in the sexually oriented business-licenseoccupational tax certificate application.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-406. Hours of operation.

No sexually oriented business shall be or remain open for business between 2:00 a.m. and 8:00 a.m. on any day.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-407. Regulations pertaining to exhibition of sexually explicit films or videos.

- (a) A person who operates or causes to be operated a sexually oriented business which exhibits in a booth or viewing room on the premises, through any mechanical or electronic image-producing device, a film, video cassette, digital video disc, or other video reproduction characterized by an emphasis on the display of specified sexual activities or specified anatomical areas shall comply with the following requirements.
- (1) Each application for a sexually oriented business-licenseoccupational tax certificate shall contain a diagram of the premises showing the location of all operator's stations, booths or viewing rooms, overhead lighting fixtures, and restrooms, and shall designate all portions of the premises in which patrons will not be permitted. Restrooms shall not contain equipment for displaying films, video cassettes, digital video discs, or other video reproductions. The diagram shall also designate the place at which the license-occupational tax certificate will be conspicuously posted, if granted. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram shall be oriented to the north or to some designated street or object and shall be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six inches. The city-City clerk-Clerk may waive the foregoing diagram for renewal applications if the applicant adopts a diagram that was previously submitted and certifies that the configuration of the premises has not been altered since it was prepared.
 - (2) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no patron is permitted access to any area of the premises which has been designated as an area in which patrons will not be permitted.
 - (3) The interior premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illumination of not less than 5.0 foot-candles as measured at the floor level. It shall be the duty of the operator, and of any employees present on the premises, to ensure that the illumination described above is maintained at all times that the premises is occupied by patrons or open for business.
 - (4) It shall be the duty of the operator, and of any employees present on the premises, to ensure that no sexual activity occurs in or on the licensed-certified premises.
 - (5) It shall be the duty of the operator to post conspicuous signs in well-lighted entry areas of the business stating all of the following:

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- a. That the occupancy of viewing rooms less than 150 square feet is limited to one person.
 - b. That sexual activity on the premises is prohibited.
 - c. That the making of openings between viewing rooms is prohibited.
 - d. That violators will be required to leave the premises.
 - e. That violations of these regulations are unlawful.
- (6) It shall be the duty of the operator to enforce the regulations articulated in subsections (5)a through (5)d of this section.
- (7) The interior of the premises shall be configured in such a manner that there is an unobstructed view from a operator's station of every area of the premises, including the interior of each viewing room but excluding restrooms, to which any patron is permitted access for any purpose. An operator's station shall not exceed 32 square feet of floor area. If the premises has two or more operator's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one of the operator's stations. The view required in this paragraph must be by direct line of sight from the operator's station. It is the duty of the operator to ensure that at least one employee is on duty and situated in each operator's station at all times that any patron is on the premises. It shall be the duty of the operator, and it shall also be the duty of any employees present on the premises, to ensure that the view area specified in this subsection (a)(7) remains unobstructed by any doors, curtains, walls, merchandise, display racks or other materials or enclosures at all times that any patron is present on the premises.

(b) It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-408. Loitering, interior and exterior lighting, visibility, and monitoring requirements.

- (a) It shall be the duty of the operator of a sexually oriented business to:
- (1) Post conspicuous signs stating that no loitering is permitted on such property;
 - (2) Designate one or more employees to monitor the activities of persons on such property by visually inspecting such property at least once every 90 minutes or inspecting such property by use of video cameras and monitors; and
 - (3) Provide lighting of the exterior premises to provide for visual inspection or video monitoring to prohibit loitering.
- (b) If used, video cameras and monitors shall operate continuously at all times that the premises are open for business. The monitors shall be installed within an operator's station.
- (c) It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.
- (d) No sexually oriented business shall erect a fence, wall, or other barrier that prevents any portion of the parking lot for the establishment from being visible from a public right-of-way.
- (e) All premises ~~licensed~~ certified under this article shall be fully lighted on the interior, except during hours when the ~~licensee~~ location is closed for business. Unless otherwise regulated elsewhere in this article, interior lighting shall be at least 3.5 foot candles per square foot.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-409. Prohibited conduct.

- (a) It is unlawful for a sexually oriented business licensee occupational tax certificate holder to knowingly violate the following regulations or to knowingly allow an employee or any other person to violate the following regulations.
- (1) It shall be a violation of this article for a person to knowingly or intentionally, in a sexually oriented business, appear in a nude condition unless the person is an employee who, while nude, remains at least ten feet from any patron or customer and on a stage at least 24 inches from the floor in a room of at least 1,000 square feet.
 - (2) It shall be a violation of this article for any employee who appears nude in a sexually oriented business to knowingly or intentionally touch a customer or the clothing of a customer on the premises of a sexually oriented business.
 - (3) It shall be a violation of this article for any employee who appears nude in a sexually oriented business to solicit or personally receive any pay or gratuity from any patron.
 - (4) It shall be a violation of this article for a patron to directly pay or give any gratuity to any employee who appears nude in a sexually oriented business.
 - (5) It shall be a violation of this article for any person to sell, use, or consume alcoholic beverages on the premises of a sexually oriented business.
 - (6) It shall be a violation of this article for any person to knowingly allow a person under the age of 18 years on the premises of a sexually oriented business.
 - (7) It shall be a violation of this article for any person to use, possess, sell or distribute drugs, illegal or controlled substances of any kind on the premises of a sexually oriented business.
 - (8) It shall be a violation of this article for any person to gamble on the premises of a sexually oriented business.
 - (9) It shall be a violation of this article for any employee of a sexually oriented business or any other person on the premises of a sexually oriented business to engage in specified sexual activities as defined herein.
- (b) A sign in a form to be prescribed by the city-City clerkClerk, and summarizing the provisions of subsections (a)(1) through (a)(5) shall be posted near the entrance of the sexually oriented business in such a manner as to be clearly visible to patrons upon entry.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-410. Scientist required to prove violation or business licensee occupational tax certificate liability.

This article does not impose strict liability. Unless a culpable mental state is otherwise specified herein, a showing of a knowing or reckless mental state is necessary to establish a violation of a provision of this article. Notwithstanding anything to the contrary, for the purposes of this article, an act by an employee that constitutes grounds for suspension or revocation of that employee's license shall be imputed to the sexually oriented business licensee occupational tax certificate holder for purposes of finding a violation of this article, or for purposes of license tax certificate denial, suspension, or revocation, only if an officer, director, or general partner, or a person who managed, supervised, or controlled the operation of the business premises, knowingly or recklessly allowed such act to occur on the premises. It shall be a defense to liability that the person to whom liability is imputed was powerless to prevent the act.

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(Supp. No. 34)

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-411. Failure of city to meet deadline not to risk applicant/~~licensee~~-occupational tax certificate holder's rights.

In the event that a city official or ~~council~~-Council is required to act or to do a thing pursuant to this article within a prescribed time, and fails to act or to do such thing within the time prescribed, said failure shall not prevent the exercise of constitutional rights of an applicant or ~~licensee~~certificate holder. If the act required of the city official or ~~council~~-Council under this article, and not completed in the time prescribed, includes approval of conditions necessary for approval by the city of an applicant or ~~licensee's~~-certificate holder's application for sexually oriented ~~business license~~occupational tax certificate or a sexually oriented business employee's license (including a renewal), the license shall be deemed granted and the business or employee allowed to commence operations or employment the day after the deadline for the city's action has passed, provided all fees have been paid. This provision shall not affect the ~~mayor~~-Mayor and ~~city~~-City council's-Council's right to revoke or suspend any license pursuant to this article or occupational tax certificate.

(Ord. No. 2010-10, § 1, 5-17-10)

Sec. 22-412. Location of sexually oriented businesses.

- (a) Measurement. For the purpose of measuring the distance required under this subparagraph, measurement shall be made in a straight line in all directions without regard to intervening structures or objects, from the primary point of pedestrian entry of the structure in which the applicant is located to the primary point of pedestrian entry of the structure of the sensitive use. If there is no structure on the parcel comprising the sensitive use, then the point of measurement is to the closest point on a boundary line of any parcel comprising the sensitive use.
- (b) It shall be unlawful to establish, operate, or cause to be operated a sexually oriented business in the city, unless said sexually oriented business is at least 250 feet from another sexually oriented business.
- (c) It shall be unlawful to establish, operate, or cause to be operated a sexually oriented business in the city, unless same is at least 500 feet from a religious assembly building, school building, governmentally owned and operated building, library building, civic center building, public park, hospital building, community club building, prison building or any residence (sensitive uses).
- (d) It shall be unlawful to establish, operate, or cause to be operated a sexually oriented business in the city, unless said sexually oriented business is at least 500 feet from a business ~~licensed~~-certified to sell alcohol on the premises (sensitive use).

(Ord. No. 2010-10, § 1, 5-17-10; Ord. No. 2018-24, § 5(Exh. D), 10-15-18)

Secs. 22-413—22-439. Reserved.

**ARTICLE XV. REGULATION OF TOBACCO PRODUCTS AND TOBACCO
PARAPHERNALIA**

Sec. 22-440. Legislative findings, purpose and intent.

The City of Kennesaw finds as follows:

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- (1) Approximately 438,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death.
 - (2) The World Health Organization ("WHO") estimates that by 2030, tobacco will account for 8.3 million deaths per year, killing 50 percent more people in 2015 than HIV/AIDS, and will be responsible for ten percent of all deaths worldwide.
 - (3) Each day, nearly 4,000 children under 18 years of age smoke their first cigarette, and almost 1,500 children under 18 years of age begin smoking daily.
 - (4) More than 75 percent of all current smokers in 2001 began smoking before the age of 18.
 - (5) Among middle school students who were current cigarette users in 2004, 70.6 percent were not asked to show proof of age when they purchased or attempted to purchase cigarettes from a store, and 66.4 percent were not refused purchase because of their age.
 - (6) In 2002, youth smoked approximately 540,000,000 packs of cigarettes, generating nearly \$1.2 billion in tobacco industry revenue.
 - (7) Cigarette smoking remains a leading preventable cause of illness and death within the State of Georgia, with over 10,000 Georgians dying each year from smoking-related diseases.
 - (8) The City of Kennesaw also finds that approximately 36,000 middle school students and 113,000 of high school students in Georgia use some form of tobacco product.
 - (9) Approximately 23,000 middle school students and 81,000 high school students smoke cigarettes; and, 15,000 middle school students and 39,000 high school students used smokeless tobacco products.
 - (10) Approximately 1,400 of the middle school smokers and 24,000 of the high school smokers purchase their cigarettes at gas stations or convenience stores.
 - (11) A study of the effect of licensing and enforcement methods used in the Philadelphia area revealed a decrease in sales to minors from 85 percent in 1994 to 43 percent in 1998.
 - (12) A study of several Minnesota cities found that an increased licensing fee in conjunction with strict enforcement of youth access laws led to a decrease from 39.8 percent to 4.9 percent in the number of youth able to purchase tobacco.
 - (13) This article is designed to assist the Kennesaw Police Department in stemming the sale of tobacco products to minors.
 - (14) The ~~city-City council-Council~~ and ~~mayor-Mayor~~ also find that a violation of this article would constitute a violation that is materially related to the operation of a retail business violating this article.

(Ord. No. 2010-15, § 1, 7-6-10)

Sec. 22-441. Definitions.

City means, for the purposes of this article only, the City of Kennesaw or a person or entity designated by the City of Kennesaw.

Minor means any person who at the time of the sale has not attained the age of 18 years.

Person means any natural person, partnership, cooperative association, corporation, limited liability company, limited partnership, general partnership, personal representative, receiver, trustee, assignee, or any other legal entity.

Sale means the providing of tobacco products by any person or business entity in exchange for money, goods, or services. The term "sale" shall include, for purposes of this article, providing tobacco products for free by a tobacco retailer.

Self-service display means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or an employee of the retailer. A vending machine is a form of self-service display.

Tobacco paraphernalia means cigarette papers or wrappers, blunt wraps, pipes, holders, cigarette rolling machines or other instruments or things designed for the preparation, smoking, storing, consumption, storing or ingestion of tobacco products.

Tobacco product.

- (1) The term means:
 - a. Any substance containing tobacco leaf in any form, including, but not limited to, the following items: bidis, chewing tobacco, dipping tobacco, cigarettes, cigars, dipping smoking, smokeless tobacco of any type and in any form, pipe tobacco, hookah tobacco, snus, snuff, and/or tobacco used to prepare cigarettes.
 - b. Smokeless, electronic cigarettes which do not contain tobacco but are designed to appear to be a cigarette and which delivers nicotine to the user, and/or any papers, wrappers, or other products that are used for the purpose of making cigarettes or cigars.
 - c. Any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.
- (2) Tobacco products shall not include items made of candy or gum products in the form of a cigarette or cigar.

Tobacco retailer means any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products or tobacco paraphernalia. "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

Tobacco retailing means the sale of either tobacco paraphernalia or a tobacco product to any person of any age.

(Ord. No. 2010-15, § 1, 7-6-10)

Sec. 22-442. Requirements.

- (a) *Positive identification required.* It shall be the responsibility of any person engaged in tobacco retailing to ascertain, through the review of an identification issued by a state, commonwealth, territory or other governmental unit that states the person purchasing a tobacco product or tobacco paraphernalia is more than the minimum age established by state law to purchase tobacco products. An identification issued by a private company shall not be sufficient to prove the age of the person attempting to purchase a tobacco product or tobacco paraphernalia.
- (b) *Minimum age for persons selling tobacco.* No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in sale of any tobacco paraphernalia or any tobacco product to any person.

(Ord. No. 2010-15, § 1, 7-6-10)

Sec. 22-443. Prohibitions.

The following is prohibited:

- (1) *Offer to sell to minor.* An offer by a tobacco retailer to engage in the sale of tobacco paraphernalia or tobacco products to any minor within the city limits. That the person to whom the offer is made appears to be over the age of 18 years shall not be a defense to a charge brought under this subsection.
- (2) *Sale to minor.* The sale of tobacco paraphernalia or tobacco products by a tobacco retailer to any minor within the city limits. That a person to whom such a sale is made appears to be over the age of 18 years shall not be a defense to a charge brought under this subsection.
- (3) *Operation of self service display in public place.* The operation by a tobacco retailer in a public place of a self service display. Notwithstanding this subsection, a bar that limits admission to the business to persons who are 18 years of age or older may install and operate one or more vending machines that dispense tobacco products and tobacco paraphernalia.
- (4) *Distribution of tobacco products for free.* No person or business entity in the business of selling or otherwise distributing tobacco products or tobacco paraphernalia for commercial purposes, or any agent or employee of any such person or business entity, shall, in the course such business, distribute any tobacco product or tobacco paraphernalia to any person for free or at a rate that is less than average retail price for the same or a similar product taking into consideration the price charged by all retailers within the City of Kennesaw. In any case alleging a violation of this subsection of this article, it shall be the responsibility of the person attempting to distribute a tobacco product or tobacco paraphernalia at a reduced rate to prove the average retail price of that product or a product similar to that product within the city.
- (5) *Violation of state or federal law.* In the course of tobacco retailing, it shall be a violation of this article for a tobacco retailer to violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.

(Ord. No. 2010-15, § 1, 7-6-10)

Sec. 22-444. Penalties.

Enforcement for violations of this article shall be carried out in accordance with this section.

- (1) *Remedies cumulative.* The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity.
- (2) *Fines.* Any violation of the prohibited acts set forth in this article will be enforced through the assessment fines for which the Ordinances of the City of Kennesaw provide. If the maximum fine allowable under state law for a criminal offense is less than the fines for which the ordinances of the City of Kennesaw provide, the fine assessed shall be the maximum allowable under state law. Upon a violation of the prohibited acts set forth in this article, both the individual who engaged in the prohibited act and the retailer employing him or her may be assessed the fines for the violation.
- (3) *Affect on business-licenseoccupational tax certificate.* A violation of the prohibited acts set forth in this article:

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- a. May result in the revocation of the business license occupational tax certificate of the retailer that violated this article under the procedures set forth section 22-39 of the Ordinances of the City of Kennesaw;
 - b. Shall be a factor used by the city in assessing whether the business license occupational tax certificate will be renewed for any retailer who offered to sell or sold tobacco paraphernalia or tobacco products to any minor.
- (4) *Payment of fines.* All fines shall be paid within 30 days from and after the date the fine is assessed. Should a retailer who has been fined fail to pay the fine within that time period, the city shall suspend that retailer's business license occupational tax certificate until such time as the fine is paid. Reinstatement of the business license occupational tax certificate shall not preclude the city from seeking revocation of that retailer's business license occupational tax certificate or preclude the city from refusing to renew that business license occupational tax certificate.
- (5) *Criminal offense.* A violation of any of the provisions of this article XV, section 22-443 prohibition of the sale of tobacco products to minors, shall be a criminal offense.

(Ord. No. 2010-15, § 1, 7-6-10)

Sec. 22-445. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this article, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this article, or its application to any other person or circumstance. The City Council of the City of Kennesaw declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

(Ord. No. 2010-15, § 1, 7-6-10)

ARTICLE XVI. REGULATION OF PAIN MANAGEMENT CLINICS

Sec. 22-446. Legislative findings of the ~~city City council Council~~ and ~~mayor Mayor~~.

The ~~mayor Mayor~~ and ~~city City council Council~~ of the City of Kennesaw find as follows: d

- (a) Information received from law enforcement officials in several states indicate that criminal activity increases in areas where pain management clinics operating as no more than "pill mills" are located.
- (b) The Grand Jury in Broward County, Florida, heard testimony and considered evidence concerning the proliferation of such pain clinics in Broward County and South Florida.
- (c) The Broward County, Florida, Grand Jury issued its Interim Report on November 19, 2009, concerning The Proliferation of Pain Clinics in South Florida ("Broward County Grand Jury Report").
- (d) The Broward County Grand Jury Report found that, "In 2007 there were 4 pain clinics operating in Broward County. From those 4 pain clinics in Broward County the number swelled to 66 pain clinics operating in South Florida in 2008. From August 2008 to November 2009 the number of pain clinics opening and operating in South Florida exploded in number from 66 to 176, and the number of pain clinics opening and operating in Broward County increased from 47 to 115. Pain clinics, which dispense prescription drugs on site, dispensed almost 9 million doses units of Oxycodone in South Florida during

the last months of 2008. 6.5 million dose units of the 9 million dose units were dispensed in Broward County alone." Broward County Grand Jury Report at page 6.

- (e) The Broward County Grand Jury Report reported that the Florida Medical Examiners Commission reported as follows:

Calendar Year	Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs	Average Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs
2006	2,780	7 deaths/day
2007	3,317	9 deaths/day
2008	3,750	10 deaths/day

Broward County Grand Jury Report at pages 9-10.

- (f) The Broward County Grand Jury Report reported as follows: "The National Survey on Drug Use and Health conducted annually by the Substance Abuse Mental Health Services Administration estimates that in the last 30 days over 5 million Americans used non-medical prescription ~~opioids~~opioids or narcotic analgesics or pain relievers. In 2005, 11,300,000 Americans age 12 and above had used prescription pain medication in a non-medical use. In 2007, the number increased almost 50% to 16,280,000 Americans. One of the age groups that have shown the highest levels of prescription non-medical use has been young adults age 18 to 25. In 2007, 2,147,000 Americans were first time non-medical users of prescription pain medication." Broward County Grand Jury Report, at pages 11-12.
- (g) The City of Kennesaw has great respect for reputable medical practitioners who are attempting to diagnose and treat pain being experienced by their patients.
- (h) The typical pain clinic which is operating as no more than a "pill mill" has little or no interest in treating pain or the symptom of the pain but is interested in only dispensing prescription pain medication with little or no diagnosis of the "patient". See Broward County Grand Jury Report at pages 19-20.
- (i) The Broward County Grand Jury Report found that "[a] couple of cities in Broward County have attempted to restrict the growing number of clinics in their cities by enacting ordinances to prohibit the location of pain management clinics that dispense narcotic drugs on site." Broward County Grand Jury Report at page 33.
- (j) The typical "pill mill" prescribes and dispenses the pain medications on-site.
- (k) The City of Kennesaw has been made aware of numerous news reports describing a "pipeline" of trafficking drugs from pain management clinics in South Florida to users in states such as Kentucky, West Virginia and Ohio.
- (l) Prescription drug abuse is becoming a major problem in Georgia and according to the Georgia Drug and Narcotics Agency deaths due to prescription drug overdoses have surpassed those of all other illicit drugs.
- (m) Some pain clinics have no interest in the diagnosis and treatment of medical issues or problems that are resulting in pain being experienced by the patients, but are operated solely to write prescriptions for highly addictive pain medications which are then sold by the clinic to the "patient" making such a clinic as no more than a "pill mill".

(Ord. No. 2011-05, 4-4-11)

Sec. 22-447. Definitions.

As used within this article, the following terms shall have the meanings set forth here:

- (a) *Business entity* or *business entities* shall mean one or more persons engaging in activities for a profitable either individually or through the use of any of the following: company or corporation; general partnership; joint venture; limited liability company; limited liability partnership; limited partnership; sole proprietorship; a trust; or, any other corporate entity similar in nature or function to any of those listed above in this subparagraph (a) of this section 22-447.
- (b) *CARF International* shall mean the commission on accreditation of rehabilitation facilities, an Arizona non-profit corporation, or its successor.
- (c) *Central Business District* shall have the same meaning as stated in Title II, Appendix A—"Zoning"—of the Kennesaw City Ordinances, as amended.
- (d) *Church* shall have the same meaning as set forth in section 22-393 of the Kennesaw City Ordinances.
- (e) *Drug addiction treatment center* shall mean a clinic, facility, office, or business that satisfies all of the following requirements:
 - (1) It is established for the purpose of treating addiction to illegal drugs or pain medications by administering opoids/opioids or other controlled substances; and,
 - (2) All persons administering opoids/opioids or any controlled substance has a current certification issued to him or her by the administrator, Substance Abuse and Mental Health Services Administration (SAMHSA); and,
 - (3) The clinic, facility, office, or business has a current certification issued to it by CARF International.
- (f) *Hospital* shall have the same meaning as set forth in section 22-393 of the Kennesaw City Ordinances.
- (g) *Hospital authority* shall have the same meaning as set forth in O.C.G.A. § 31-7-72, as amended.
- (h) *Pain management clinic* shall mean either:
 - (1) Any entity, location, or business regardless of the name of the entity and regardless of the name displayed for the general public which fulfills all of the following criteria:
 - a. A privately owned clinic, medical practice, business, entity, or office;
 - b. Which is owned by one or more persons or other business entity;
 - c. The intention of which is for it to be operated for a profit;
 - d. That is not affiliated with any of the following:
 - (i) Any facility for the treatment of the terminally ill; or,
 - (ii) A hospital authority; or,
 - (iii) A non-profit health organization; or,
 - (iv) Any hospice; or any hospital; and,
 - e. Which employs one or more physicians who are primarily engaged in the treatment of pain by prescribing pain medications; or,
 - (2) Any entity, location, or business regardless of the name of the entity and regardless of the name displayed for the general public which fulfills all of the following criteria:
 - a. Any clinic, medical practice, business, entity or office;

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- b. Which dispenses Schedule II, III, or IV drugs. Excluded from this definition is an entity engaged in the practice of pharmacy which derives less than 25 percent of its gross revenue from the sales of Schedule II, III, or IV drugs; hospitals; physician groups owned or operated by a health care system; surgery centers; in-patient care facilities; assisted living facilities; outpatient facilities owned or operated by a hospital system; any facility owned or operated by a hospital authority; any rehabilitation center where a portion of the patients reside at the center; any nursing home where a portion of the patients reside at the nursing home, and drug addiction treatment centers.
- (i) *Pain management* ~~business license~~occupational tax certificate shall mean the ~~business license~~occupational tax certificate issued under or pursuant to this article.
- (j) *Pain medicine* shall mean:
- (1) Any medicine requiring a prescription and which contains narcotic analgesics or ~~opoids~~opioids, including, but not limited to, fentanyl, hydrocodone, morphine, or ~~oxycodone~~oxycodone; and,
 - (2) Any Schedule II, III, or IV drugs.
- (k) *Park* shall have the same meaning as set forth in section 22-393 of the Kennesaw City Ordinances.
- (l) *Person* shall mean a naturally born person or a business entity.
- (m) *Physician* shall mean a person ~~licensed~~tax certified to practice medicine under or pursuant to O.C.G.A. § 43-34-21.
- (n) *Physician primarily engaged in treatment of pain* shall mean a physician who provides a majority of ~~his~~or her~~their~~ patients with a written prescription for one or more pain medications.
- (o) *Practice of pharmacy* shall interpretation, evaluation, or dispensing of prescription drug orders in the patient's best interest; participation in drug and device selection, drug administration, drug regimen reviews, and drug or drug related research; provision of patient counseling and the provision of those acts or services necessary to provide pharmacy care; performing capillary blood tests and interpreting the results as a means to screen for or monitor disease risk factors and facilitate patient education, and a pharmacist performing such functions shall report the results obtained from such blood tests to the patient's physician of choice; and the responsibility for compounding and labeling of drugs and devices, as defined in O.C.G.A. § 26-4-4, as amended.
- (p) *Residence* shall have the same meaning as set forth in section 22-393 of the Kennesaw City Ordinances.
- (q) *Schedule II, III, or IV drugs* shall mean the drugs defined in O.C.G.A. § 16-13-26 through and including 16-13-29, as amended.
- (r) *School* shall have the same meaning as set forth in section 22-393 of the Kennesaw City Ordinances.
- (s) *Sensitive use structure* shall mean any structure in the Central Business District, a church, building owned or leased by a school (public or private), governmentally owned and operated building, library building, civic center building, park, hospital building, community club building, prison building, jail building, building owned or leased by a hospital authority, or any residence.
- (t) *Sexually oriented business* shall have the same meaning as set forth in section 22-393 of the Kennesaw City Ordinances.

(Ord. No. 2011-05, 4-4-11)

Sec. 22-448. Business license Occupational tax certificate required—Application.

- (a) *Business ~~license~~occupational tax certificate*. Any pain management clinic operating within the City of Kennesaw must obtain a valid pain management ~~business license~~occupational tax certificate from the city.
- (b) *Filing requirements*. An applicant for a pain management ~~business license~~occupational tax certificate shall file in person at the office of the city's business license ~~division office~~ a completed application made on a form provided by the city's ~~business license manager~~Business License Manager or ~~his or her~~their designee.
- (c) *Requirements of application*. The applicant for a pain management ~~business license~~occupational tax certificate must provide the following information:
- (1) The applicant's full legal name and any other names used by the applicant in the preceding five years.
 - (2) If the ~~license certificate~~ is to be held in the name of a business entity, the full legal name of that business entity and the names of persons who have any ownership interest (whether legal or equitable) in that business entity including, but not limited to, the all of that business entity's shareholders, partners (general and limited), members, managers, directors, and officers.
 - (3) The current business address for both the individual applying for the ~~license~~occupational tax certificate and for the business entity, if any, that ~~he or she~~they represents.
 - (4) A statement of whether any of the following persons has been convicted of a felony, or has plead guilty to a felony, or has plead nolo ~~contendere~~contendere to a felony in any state with the five years preceding the date of the application for a pain management ~~business license~~occupational tax certificate:
 - a. The applicant;
 - b. Any person who has an ownership interest in the business entity that will operate under the pain management ~~business license~~occupational tax certificate whether such ownership interest is legal or equitable;
 - c. Any of the partners (general or limited), shareholders, or members of the business entity that will operate under the pain management ~~business license~~occupational tax certificate;
 - d. Any of the directors of the business entity that will operate under the pain management clinic ~~business license~~occupational tax certificate; and,
 - e. Any of the officers or managers of the business entity that will operate under the pain management ~~business license~~occupational tax certificate.
 - (5) If any of the persons name in subparagraph (4) of this section has been convicted of a felony, plead guilty to a felony, or plead nolo ~~contendere~~contendere to a felony within the five years preceding the date of the application for a pain management ~~business license~~occupational tax certificate:
 - a. Set forth the name of the person who was so convicted, plead guilty, or plead nolo ~~contendere~~contendere;
 - b. Provide a complete description of the crime including the date of the plea or conviction, the name of the court where it occurred, the name under which the plea or conviction occurred, and the penalty assessed.
 - (6) If any of the persons named in subsection 22-448(c)(4) of this article has been convicted of a felony, plead guilty to a felony, or plead nolo ~~contendere~~contendere to a felony, all such felonies shall be listed on the application.
 - (7) The names of all other business entities in which any of the following persons own any interest shall be listed on the application:
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- a. The applicant;
 - b. Any of the partners (general or limited), shareholders, or members of the business entity that will operate under the pain management [business license occupational tax certificate](#);
 - c. Any of the directors of the business entity that will operate under the pain management [business license occupational tax certificate](#); and,
 - d. Any of the officers or managers of the business entity that will operate under the pain management [business license occupational tax certificate](#).
- (8) The names of all physicians who will be writing any prescriptions for any pain medicine at the pain management clinic.
- (d) *Items accompanying application.* The applicant shall submit, with the application for a [pain management business license occupational tax certificate](#), the following items:
- (1) A driver's license or government-issued identification showing that the applicant is more than 18 years of age;
 - (2) A copy of the articles of incorporation and bylaws, or articles of organization and operating agreement, or partnership agreement of the business entity that will be operating under the pain management [business license occupational tax certificate](#);
 - (3) Signed, notarized authorizations from the following persons authorizing the city to conduct a GCIC/NCIC criminal records background check:
 - a. The applicant;
 - b. All of the partners, shareholders, or members of the business entity that will operate under the pain management [business license occupational tax certificate](#);
 - c. All of the directors of the business entity that will operate under the pain management [business license occupational tax certificate](#);
 - d. All of the officers of the business entity that will operate under the pain management [business license occupational tax certificate](#);
 - e. All of the physicians that will be writing prescriptions at the pain management clinic.
 - (4) The name and DEA number of every physician who:
 - a. Is to practice at the pain management clinic;
 - b. Is employed in any capacity at the pain management clinic;
 - c. Is an independent contractor or consultant retained by the pain management clinic; or
 - d. Who has a financial or ownership interest in the pain management clinic.
 - (5) A statement concerning whether the pain management clinic will dispense Schedule II, III, or IV drugs.
 - (6) A blue line copy of a surveyor's plat, 8½ inches by 11 inches in size, with a scale of one inch per 200 feet. The surveyor's plat shall show the proposed location and the location of all customer or patient entries in relation to distance, measured as provided in this article, to all real property and buildings on such real property which fall within the distance requirements as provided in this article, together with zoning district and present uses of all such real property and the proposed location.
 - (7) A legal description of the property where the pain management clinic is either currently located or at which it will be located upon issuance of a pain management [business license occupational tax certificate](#).
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- (e) *Application to be signed and notarized.* The application shall be signed under oath and all information contained in the application and all attachments is to be verified as true and accurate by:
- (1) If the applicant is an individual, the individual;
 - (2) If a partnership, a general partner;
 - (3) If a corporation, the president of the corporation;
 - (4) If a limited liability company, either the manager or the managing member;
 - (5) If any other type of business entity, the chief executive officer or chief administrative officer of the business entity.

(f) *Pain management ~~business-licenseoccupational tax certificate~~ application fee.* The pain management ~~business-license occupational tax certificate~~ fee as set by the City of Kennesaw and published in the application for a pain management ~~business-licenseoccupational tax certificate~~. Should the application fail to set forth a fee, the fee shall be \$250.00 as the initial application fee. The fee to renew a pain management ~~business-licenseoccupational tax certificate~~ shall be \$250.00, unless a different rate is published on the application issued by the city.

(g) *Applicant to assure application complete.* It shall be the responsibility of the applicant to assure that the application for a pain management ~~business-licenseoccupational tax certificate~~ is complete. No employee of the City of Kennesaw shall have any responsibility to notify the applicant of any deficiency in the application. The fact that the city accepts the application from the applicant is not an indication that the application is either correct or complete.

(Ord. No. 2011-05, 4-4-11)

Sec. 22-449. Issuance of ~~pain management business-licenseoccupational tax certificate~~.

(a) *Issuance or denial of application.* Within 45 days from and after the filing of a completed application for a pain management ~~business-licenseoccupational tax certificate~~, the ~~business-license-manager~~Business License ~~Manager~~ of the City of Kennesaw shall either issue a ~~license-tax certificate~~ to the applicant or deny a ~~license certificate~~ to the applicant. Any denial of an application for a pain management ~~business-licenseoccupational tax certificate~~ may be appealed under the appeal provisions contained in subsection 22-31(d) of the Kennesaw City Ordinances. Notwithstanding anything contained in that section, no pain management ~~business-licenseoccupational tax certificate~~ shall be issued during the pendency of any such appeal.

(b) *Grant of ~~licenseoccupational tax certificate~~.* The pain management ~~business-licenseoccupational tax certificate~~ may be granted if:

- (1) The application is complete and conforms to all of the provisions of this article.
- (2) The required fee has been paid.
- (3) The application does not contain a material misrepresentation of fact.
- (4) The applicant has fully cooperated in the review of that application.
- (5) The following persons have plead not guilty to a felony, have not plead nolo ~~contendere~~contendere to a felony, and have not been convicted of a felony:
 - a. If the applicant is an individual, the applicant;
 - b. If the applicant is a business entity, any of the persons holding a financial or ownership interest in that business entity whether such interest is legal or equitable;
 - c. If the applicant is a corporation, any of the officers;

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- d. If the applicant is a limited liability company, any of the managers.
- (6) The applicant, if a business entity, is in good standing with the Georgia Secretary of State.
- (7) All criminal background checks have been completed by the Kennesaw Police Department.
- (c) *Expiration.* Each and every pain management ~~business license~~ occupational tax certificate issued to a pain management clinic shall expire one year from and after the date it is issued.
- (d) *Completion date of application.* The application for a pain management ~~business license~~ occupational tax certificate is completed on the date that the city receives the last piece of information or document for such application as required by section 22-448 of this article.

(Ord. No. 2011-05, 4-4-11)

Sec. 22-450. Renewal of pain management ~~business license~~ occupational tax certificate.

Any person seeking to renew a pain management ~~business license~~ occupational tax certificate must provide all of the information required by section 22-448 of this article. Each renewal shall expire one year from and after the date on which it issued.

(Ord. No. 2011-05, 4-4-11)

Sec. 22-451. Prohibited acts.

- (a) It shall be unlawful to establish, operate, or cause to be operated a pain management clinic in the city, unless said pain management clinic is at least 500 feet from another pain management clinic. For purposes of measuring the distance imposed by this subparagraph, the measurement shall be made in a straight line in all directions without regard to intervening structures or objects, from the primary point of pedestrian entry of the structure in which the applicant is located to the primary point of pedestrian entry of structure of the other pain management clinic.
- (b) It shall be unlawful to establish, operate or cause to be operated a pain management clinic in the city, unless the same is at least 500 feet any sensitive use structure. For purposes of measuring the distance imposed by this subparagraph, the measurement shall be made in a straight line in all directions without regard to intervening structures or objects, from the primary point of pedestrian entry of the structure in which the applicant is located to the primary point of pedestrian entry of sensitive use structure. If the sensitive use structure is a park, the measurement shall be to the public entry point to the park closest the pain management clinic.
- (c) It shall be unlawful to establish, operate, or cause to be operated a pain management clinic in the city, unless said pain management clinic is at least 500 feet from a business ~~licensed-certified~~ to sell alcohol on the premises. For purposes of measuring the distance imposed by this subparagraph, the measurement shall be in a straight line in all directions without regard to intervening structures or objects, from the primary point of pedestrian entry to the structure in which the applicant is located to the primary point of pedestrian entry of the alcohol ~~licensee-establishment~~.
- (d) It shall be unlawful to establish, operate, or cause to be operated a pain management clinic in the city, unless said pain management clinic is at least 500 feet from any sexually oriented business. For purposes of measuring the distance imposed by this subparagraph, the measurement shall be in a straight line in all directions without regard to intervening structures or objects, from the primary point of pedestrian entry to the structure in which the applicant is located to the primary point of pedestrian entry of the sexually oriented business.

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- (e) It shall be unlawful for any pain management clinic to employ, in any capacity, a physician who is on probation for issues relating to dispensing controlled substances.
 - (f) It shall be unlawful for any pain management clinic to employ, in any capacity, a physician who has had ~~his or her~~their license to practice medicine suspended or revoked by any medical board.
 - (g) It shall be unlawful for a physician who is on probation or whose license to practice medicine has been suspended or revoked for issues relating to dispensing controlled substances to own any type of financial interest, legal or equitable, in a pain management clinic.
 - (h) It shall be unlawful to operate a pain management clinic without a pain management ~~business license~~occupational tax certificate issued under the requirements of this article.

(Ord. No. 2011-05, 4-4-11)

Sec. 22-452. Penalties for prohibited acts.

Enforcement for violations of this article shall be carried out in accordance with this section:

- (a) *Remedies cumulative.* The remedies provided in this article are cumulative and in addition to any other remedies available at law or in equity.
- (b) *Effect on pain management ~~business license~~occupational tax certificate.*
 - (1) Upon a violation of subparagraphs (a) through and including (d) of sections 22-451 of this article, the pain management ~~business license~~occupational tax certificate shall be revoked.
 - (2) Upon a violation of subparagraphs (e) through and including (h) of section 22-451 of this article, the pain management ~~business license~~occupational tax certificate shall be suspended as follows:
 - a. On the first such violation, the pain management ~~business license~~occupational tax certificate shall be suspended for a time period not to exceed 90 days;
 - b. On the second such violation, the pain management ~~business license~~occupational tax certificate shall be suspended for a time period not to exceed 180 days;
 - c. On the third such violation, the pain management ~~business license~~occupational tax certificate shall be suspended for a time period not to exceed 360 days; and,
 - d. On the fourth such violation, the pain management ~~business license~~occupational tax certificate shall be revoked and neither the applicant nor the business entity under which it was operating may apply for a pain management ~~business license~~occupational tax certificate in the City of Kennesaw for a period of five years.

(Ord. No. 2011-05, 4-4-11)

Sec. 22-453. Conflict between this article and other city ordinances.

This article is to be read in such a manner as to be consistent with the other ordinances of the City of Kennesaw. Should there arise an unavoidable conflict between the provisions of this article and any other ordinance, the provisions of this article shall control.

(Ord. No. 2011-05, 4-4-11)

Secs. 22-454—22-480. Reserved.

ARTICLE XVII. EATING AND DRINKING ESTABLISHMENTS ENCROACHMENT PERMITS¹³

Sec. 22-481. Purpose.

This chapter shall apply to the establishment, operation and maintenance of all eating and drinking establishments within the downtown development authority metes and bounds area. The purpose of this chapter is to promote the general economic development and atmosphere of the downtown development authority metes and bounds area for the benefit of all businesses and citizens located there, and no right of individuals or individual businesses are created therein, and to create an aesthetic ambiance which will attract tourists to the downtown development authority metes and bounds area. Further, this chapter is designed to allow an array of cafe tables adjacent to an eating and drinking establishment allowing pedestrians to stroll by while customers dine undisturbed and shall not impede the efficiency of the pedestrian path. The chapter shall not permit single or multiple tables or displays by organizations, establishments or businesses for vending goods, for distributing information or for displaying goods, as these activities encourage people to stop, loiter, perhaps bargain, engage in dialogue or obtain correct change, all of which potentially impedes the efficiency of the pedestrian path, and conflicts with the city's style and ambiance which the city seeks to preserve in the downtown development authority metes and bounds area. The ~~city~~ City manager ~~Manager~~, ~~finance~~ Finance director ~~Director~~ and ~~his or her~~ their designee shall have broad discretion to grant, modify, or revoke permits pursuant to this chapter in the interests of improving the public health, safety, and welfare.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-482. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building official means the building official or the person authorized by the ~~city~~ City manager ~~Manager~~ to enforce this chapter.

Design requirements means the standards adopted with this chapter that guide design and materials in encroachment areas.

Eating and drinking establishment means the placing, locating, or permitting of the placing or locating of chairs and tables on the right-of-way, such as sidewalks, adjacent to a business ~~licensed~~ certified to operate as an eating and drinking establishment where food and other refreshments are served or upon public property within designated areas.

Encroachment means tables, umbrellas, chairs, or objects related to the business on the public right-of-way, sidewalk or common area on public property.

¹³Editor's note(s)—Ord. No. 2016-22, adopted Sep. 19, 2016, set out provisions intended for use as Art. XVII, §§ 22-454—22-463. To preserve the style of this Code, and at the editor's discretion, these provisions have been included as Art. XVII, §§ 22-481—22-490.

Finance director means the finance director or the person authorized by the ~~city~~City manager~~Manager~~ to enforce this chapter.

Permittee means the recipient of an encroachment permit under this chapter.

Planning and zoning administrator means the planning and zoning administrator or the person authorized by the ~~city~~City manager~~Manager~~ to enforce this chapter.

Sidewalk means that area of public right-of-way between the curb lines or the lateral lines of a roadway and the adjacent property lines reserved for pedestrian traffic, not including street crossings.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-483. Prohibited conduct.

(a) Under this chapter, no merchant, vendor, business or property owner shall:

- (1) Place any tables, or chairs on any portion of the public property other than that directly in front of ~~his~~their existing place of business without the written consent of adjacent landowners and businesses. In no event shall such items be placed in the landscaped areas or extend beyond 25 feet from each side of the owner's business.
- (2) Block or restrict the passageway on the sidewalk to less than five feet in width or block the ingress/egress to any building. Also, no items shall be placed so as to block any driveway, crosswalk, counter service window or public parking.
- (3) Arrange the cafe tables and chairs so as to impede the efficiency of the pedestrian path. In areas of congested pedestrian activity, the building official is authorized to require a wider pedestrian path for the protection and welfare of the public.
- (4) Place or allow single or multiple tables or displays by organizations, establishments or businesses for vending goods, for distributing information or for displaying goods in the permitted encroachment, as these activities encourage people to stop, loiter, perhaps bargain, engage in dialogue or obtain correct change, all of which potentially impedes the efficiency of the pedestrian path, and conflicts with the city's style and ambience which the city seeks to preserve on the downtown development authority metes and bounds area, unless sidewalk sale, festival or other appropriate permits have been granted.
- (5) ~~Sublicense~~Sub-certificate, sublet, assign, or otherwise convey the encroachment area separately to non-occupants of the premises.
- (6) Place objects around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier.
- (7) Use tables, chairs, umbrellas and any other objects of such quality, design, materials, and workmanship that are not approved or otherwise authorized by the planning and zoning administrator.
- (8) Use umbrellas or other decorative material which are not fire retardant, pressure treated, or manufactured of fire resistive material.
- (9) Fail to secure permission of the landlord where a building has multiple occupants.
- (10) Vend or display without the insurance coverage specified.
- (11) Sound or permit the sounding of any device on the public property which produces a loud noise or use or operate any loudspeaker, public address system, radio, sound amplifier or similar device. The city reserves the right to decrease noise levels of businesses if interfering with public activities of the downtown development authority metes and bounds area.

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- (12) Fail to daily pick up, remove and dispose of all trash or refuse left by the business on the public right-of-way.
 - (13) Store, park, or leave any stand or items overnight on any street or sidewalk except for tables and chairs which may be kept in the permitted area at the permittee's risk.
 - (14) Store, park, or leave any vehicle, truck, or trailer within the encroachment area.
 - (15) Use the encroachment area to place, display, or sell non-food or non-beverage merchandise.
 - (16) Use the encroachment area to stock or store tables, chairs, or other items not in use.
 - (17) Fail to daily remove from the public right-of-way all grease, stains, food spots, etc. caused by the operation of the eating and drinking establishment.

- (b) The encroachment permit is a temporary license-tax certificate which may be denied, suspended or revoked for any conduct that is contrary to this section or for conduct of the business that creates or may create a public nuisance or constitute a danger to the operator's or public's health, safety, or welfare.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-484. Permit required.

- (a) It shall be unlawful for any person to create, establish, operate, maintain or otherwise be engaged in the business of running an eating and drinking establishment or place eating and drinking establishment items upon the sidewalks or public property in the zoned downtown development authority metes and bounds area in the city unless (s)he shall hold a currently valid permit issued under the terms of this chapter.
- (b) A permit shall be issued only to a validly licensed-certified business that wishes to provide cafe tables and chairs on the public property directly adjacent to the business for an outdoor eating and drinking establishment to be used by the general public.
- (c) A permit shall only be issued for the operation of an eating and drinking establishment directly adjacent to and by a restaurant which receives over 50 percent of its annual revenue from the sale of prepared food items, including soft drinks and coffee, or for the operation of a duly licensed-certified brew pub, wine specialty shop, growler shop or event space.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-485. Application.

- (a) Application for a permit required by this division shall be made at the business license office in a form prepared and deemed appropriate by the finance director. Such application shall include but is not limited to the following information:
 - (1) The name, home and business address, and telephone number of the applicant, and the name and address of the owner, if other than the applicant, of the business.
 - (2) The name, home address and telephone number of a responsible person whom the city may notify or contact at any time concerning the applicant's encroachment.
 - (3) A copy of a valid business-licenseoccupational tax certificate to operate a business establishment adjacent to the public property, which is the subject of the application.
 - (4) Proof of current liability insurance, issued by an insurance company licensed to do business in the stateState, protecting the licensee-occupational tax certificate holder and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in

connection with the encroachment permit. The policy shall be reviewed by the finance director or ~~his or her~~their designee for verification the insurance adequately protects the city and meets the intent of this section. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days' advanced written notice to the city. The policy shall be a minimum of \$1,000,000.00 or higher, if deemed necessary by the ~~city~~City attorneyAttorney.

- (5) A sketch to scale of the proposed location showing the layout and dimensions of the existing public area and adjacent private property.
 - (6) Proof of any required alcohol license, health permits or other state permits for the business involved.
 - (7) Photographs, drawings, or manufacturer's brochures fully describing the appearance of all proposed tables, chairs, umbrellas, or other objects related to the business. Umbrellas shall not have advertising on them and shall be placed so that they do not pose a hazard to pedestrians. Plastic tables and chairs shall not be allowed.
- (b) Not later than 15 days after the filing of a complete application for a temporary encroachment permit, the applicant shall be notified by the business license office of the decision on the issuance or denial of the permit. Upon issuance of the permit, an annual fee shall be due and payable as follows:

The encroachment area will be charged at a rate of \$2.00 per square foot with a minimum annual charge of \$100.00.

This fee is in addition to the ~~business license~~occupational tax -required for operation within the city. Only new permits shall be prorated on a quarterly basis. No fees shall be charged for encroachments solely for the purpose of beautification, but all other provisions of this section shall apply.

- (c) In the event that a business is found to be operating in or on public rights-of-way in without a permit as required under this section, application for a permit shall be made at the business license office within 48 hours of written notice for failure to obtain a permit. Where the same owner, occupant, or person responsible has been given notice for the same violation at the same location within the previous 180 days, such requirements of written notice may be waived and legal proceedings commenced immediately.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-486. Form and conditions of permit.

The permit required by this chapter shall be issued on a form prepared and deemed suitable by the finance director. In addition to naming the permittee and any other information deemed appropriate by the finance director, the permit shall contain the following conditions:

- (a) Each permit shall be effective for one year, from January 1 to December 31, subject to annual renewal, unless revoked or suspended prior to expiration. No fees will be refunded.
 - (1) The permit issued shall be personal to the permittee, only, and shall not be transferable in any manner.
 - (2) The permit may be suspended by the finance director or ~~his or her~~their designee when necessary to clear the public property for public safety or for a community or special event authorized by a permit issued by the city.
 - (3) The finance director or ~~his or her~~their designee may require the temporary removal of items within the encroachment area when street, sidewalk, common areas or utility repairs necessitate such action.

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- (4) The permit shall be specifically limited to the area shown on the site plan attached to and made part of the permit.
 - (5) The encroachment area covered by the permit shall be maintained in a neat and orderly appearance at all times, and the area shall be cleared of all debris on a periodic basis during the day and again at the close of each business day.
 - (6) No advertising is allowed in the encroachment area except for the posting of menu items or prices on approved equipment or objects.
 - (7) No tables and chairs or any other parts of the business shall be attached, chained, or in any manner affixed to any tree, post, sign, other fixture, curb or sidewalk within or near the permitted area. No additional outdoor seating authorized in this article shall be used for calculating seating requirements pertaining to location of, applications for, or issuance of an alcohol license for any establishment or be used as the basis for computing required seating for restaurants and dining rooms or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law.
 - (8) The issuance of a permit does not grant or infer vested rights to use of the area by the permittee. The city retains the right to deny the issuance of a permit or the renewal of a permit for any reason.
 - (9) Tables, chairs, umbrellas, and any other objects provided shall be maintained with a clean and attractive appearance and shall be kept safe and in good repair at all times.
 - (10) The city retains the right to suspend the privilege of using glass containers within the encroachment area during major festivals and events and when streets are closed. The use of glass containers will be revoked if an incident jeopardizes the health, safety and welfare of customers or the general public. Any violation of state or local laws will also result in a revocation of this privilege. Repeated offenses may result in revocation or denial of the encroachment permit.
 - (11) The permittee may serve alcohol by the drink to customers in the encroachment area only if the permittee is otherwise fully licensed by the state and city to serve alcohol and observes all rules and regulations governing the sales and service of alcohol. The permittee shall not allow any customer to be served alcohol or to take open containers of alcohol of any kind outside of the encroachment area, except inside the permitted establishment itself, under any circumstances, except when allowed by festival or other event permits issued by the city.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-487. Denial, revocation or suspension; removal and storage fees; emergencies.

- (a) Under this chapter, the finance director or ~~his or her~~their designee may deny, revoke, or suspend a permit at any time for any business authorized in the city if it is found that:
 - (1) Any necessary business or health permit has been suspended, revoked or canceled.
 - (2) The permittee does not have insurance in force which is correct and effective in the minimum amount described herein.
 - (3) Changing conditions of pedestrian or vehicular traffic cause congestion necessitating removal of the encroachment. Such decision shall be based upon findings of the building official that the minimum five-foot pedestrian path is insufficient under existing circumstances and represents a danger to the health, safety, or general welfare of pedestrians or vehicular traffic.
 - (4) The permittee has failed to correct violations of this chapter or conditions of ~~his~~their permit upon receipt of the building official's notice of violations delivered in writing to the permittee. The permittee

shall have ten days from the date of receipt of such notice to correct such violations. In the event that such violations are not corrected within ten days from the receipt of such notice, the finance director or ~~his or her~~their designee may suspend or revoke the encroachment permit. The permittee may appeal said suspension or revocation by filing such appeal in writing to the ~~city~~City ~~clerk~~Clerk within ten business days. The ~~city~~City ~~clerk~~Clerk shall then set down the matter for a hearing before the Kennesaw License Review Board within 30 days from receipt of the written appeal. In the event that the license review board recommends the permit be suspended or revoked, the permittee of the encroachment permit may file an appeal with the ~~city~~City ~~manager~~Manager of such recommendation within five business days of the date of the license review board's decision to the ~~city~~City ~~council~~Council. If the finance director or ~~his or her~~their designee suspends or revokes the permit as provided above and the permittee of the encroachment permit should fail to appeal such decision, then the decision shall become effective at 12:01 a.m. on the first day following the end of the appeal period following the date of the finance director's decision, and the permittee of the encroachment permit shall be deemed to have acquiesced to such decision.

- (5) The permittee has failed to take positive actions to prohibit violations from recurring.
- (b) Tables, chairs and other vestiges of the business may be removed by the public works office, and a reasonable fee shall be charged for labor, transportation, and storage; if the permittee fails to remove the items within 36 hours of receipt of the finance director or ~~his or her~~their designee's final notice to do so for any reason provided for under this chapter.
- (c) Upon denial or revocation, the finance director or ~~his or her~~their designee shall give notice of such action to the applicant or the permittee in writing stating the action which has been taken and the reason thereof. The action shall be effective at 12:01 a.m. on the first day following the end of the appeal period following the date of the finance director's decision.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-488. Indemnity.

As part of the permitting process set forth herein, any person or entity receiving a permit set forth herein shall execute an indemnity agreement indemnifying and releasing the city, its agents, employees and elected officials from any and all liability against any and all claims, actions and suits of any type whatsoever.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-489. Americans with Disabilities Act.

Any person or entity receiving a permit hereunder agrees to fully comply with all requirements of the Americans With Disabilities Act as currently existing or as may be hereafter amended.

(Ord. No. 2016-22, 9-19-16)

Sec. 22-490. Liability.

The city shall not be liable to any permittee or any ~~license~~occupational tax certificate holder for any damage, loss, inconvenience, business interruption, demolition, loss of business, loss of property or any other loss as a result of any public safety emergency vehicle responding to an emergency call which must encroach upon the public right-of-way of the city.

(Ord. No. 2016-22, 9-19-16)

8000 Miscellaneous Legals
 JNBASSM08WB26677 DL95F16 GA
 PONTIAC 2006 GRAND PRIX
 2G2W5P5296111984 SE6892 GA
 TOYOTA 2000 CAMRY
 JTB2F2K5YU171432 TBM7563 GA
 TOYOTA 2000 CAMRY
 4T1BG22K4YU714132 TBM7563 GA
 TOYOTA 2004 CAMRY
 4T1BE32K04U852725 SFY6029 GA
 TOYOTA 2000 CAMRY
 4T1BE46K37U520721 TGUC5329 GA
 VOLKSWAGEN 2013 CC
 VVWRP7AN3DE510339 NO TAG GA
 Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
 2261 DIXIE AVE
SMYRNA GA 30080
 77435-8945
 1:23,30-2026

MDJ-9295
GNP-17

You are hereby notified, in accordance with OCGA 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: **FEBRUARY 13TH, 2026**. Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
 AUDI 2015 A6
 WAUCFAFC7NF034126 CDS4026 GA 26-1-00093
 BMW 2012 1 SERIES
 WBAUNICSXCVH83965 TGG3956 GA 26-1-00094
 CHEVROLET 1989r C/K 1500 SERIES
 2GCE1K46K1164312 SHP7256 GA 26-1-00095
 CHEVROLET 2008 COBALT
 1G1AK38F68728918 NO TAG FL 26-1-00096
 CHEVROLET 2008 SILVERADO 1500
 3GCEC1J3586226520 RNL9386 GA 26-1-00097
 FORD 2001 EXPEDITION
 1FMRU15W21L84914 UWN106 SC 26-1-00098
 HONDA 2022 ACCORD
 1HGCV1F34NA193224 TQT119 SC 26-1-00099
 HONDA 2009 ODYSSEY
 5FNRL3870R802069 SHW3829 GA 26-1-00100
 KIA 2018 OPTIMA
 5XKGT4L3XJG542432 CZD9585 GA 26-1-00101
 MAZDA 2007 COOPER
 WNWMF7356P7L790799 SJX5332 GA 26-1-00102
 SUBARU 2014 FORESTER
 JFZ5JAACE7H482657 DBV3108 GA 26-1-00103
 TOYOTA 2012 CAMRY
 4T1BF1FK3CR185584 280BPKR TN 26-1-00104
 TOYOTA 2011 VENZA
 4T3C83BBB0041748 SEF9583 GA 26-1-00105
 VOLVO 2004 XC90
 YVICZ59H441065677 ZHG815 GA 26-1-00106
 VOLVO 2005 XC90
 YVICZ59Z5X199929 TFS8392 GA 26-1-00107

1:23,30-2026
MDJ-9305
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9306
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9307
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9308
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9309
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9310
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9311
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9312
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9313
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9314
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9315
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9316
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9317
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9318
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9319
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9320
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9321
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9322
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9323
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

8000 Miscellaneous Legals
 Magistrate Court Case No.: 26-L-00061
 2012 Infiniti G37 Coupe TFK4784 GA
 JN1CV6E1K1M421821
 Magistrate Court Case No.: 26-L-00152
 2008 Toyota Camry
 1C3L3C6M38N196746
 Magistrate Court Case No.: 26-L-00153
 2015 Nissan Altima
 1N4AL3AF3P269034
 Magistrate Court Case No.: 26-L-00154
 2015 Jeep Patriot CRK15152 GA
 1C4NJPF0A1FD250800
 Magistrate Court Case No.: 26-L-00155
 2008 Cadillac SRX 1GYYE43778013271
 Magistrate Court Case No.: 26-L-00156
 2013 Volkswagen Passat
 1VWBP7A3XDC040352
 Magistrate Court Case No.: 26-L-00157
 2013 Audi A4 WAUBFAFL0DN038963
 Magistrate Court Case No.: 26-L-00158
 2005 Ford Ranger
 1FTYR10D35PAA80183
 Magistrate Court Case No.: 26-L-00159
 2017 Hyundai TUCSON
 KNAJN12D17U82650
 Magistrate Court Case No.: 26-L-00160
 2012 Mercedes-Benz C-Class
 RFP0909 GA WDDGF4H1CA610942
 Magistrate Court Case No.: 26-L-00161
 2006 Nissan Muurter
 JN8AZ08T76W419282
 Magistrate Court Case No.: 26-L-00162
 BOAT TRAILER TL5FL37 GA
 Magistrate Court Case No.: 26-L-00163
 2013 Chevrolet Sonic
 1GKGFK6UJXJ125835
 Magistrate Court Case No.: 26-L-00164
 1997 Ford Crown Victoria RW44934 GA
 2FALP73VW4X217647
 Magistrate Court Case No.: 26-L-00165
 2012 Chevrolet Sonic
 1G1J65H5E4228246
 Magistrate Court Case No.: 26-L-00166
 1995 Cadillac Eldorado
 1G6EL12Y03U62099
 Magistrate Court Case No.: 26-L-00167
 2010 Infiniti G37 Sedan CTD6201 GA
 JN1CV6AP6CM62677
 Magistrate Court Case No.: 26-L-00168
 1998 Ford F-150 DWW824 GA
 1F2JWFK2T012000000
 Magistrate Court Case No.: 26-L-00169
 2006 Honda Odyssey
 5FNRL3849B0A1003
 Magistrate Court Case No.: 26-L-00170
 2013 Chevrolet Equinox
 1G11F5RR6DF102996
 Magistrate Court Case No.: 26-L-00171
 2013 Dodge Avenger
 1C3CDZC3BDN625136
 Magistrate Court Case No.: 26-L-00172
 2005 Mercedes-Benz C-Class
 TFR4454 GA WDBRF52H06A904003
 Magistrate Court Case No.: 26-L-00173
 2008 BMW 5 Series
 5GABN15583C21979
 Magistrate Court Case No.: 26-L-00174
 1:23,30-2026

MDJ-9323
GNP-17

Public sale to be held by **Big Tow Wrecker Service, 1260 Sandtown Rd SW, Marietta, GA 30068, 770-973-2537**. This will take place on **Friday, FEBRUARY 4, 2026, at 1 pm**. Gates open at 12:30PM, rain or shine. Big Tow Wrecker Service reserves the right to bid. The following vehicles will be sold at the highest bid. List changes daily. **BIG TOW RESERVES THE RIGHT TO REFUSE ISSUING BIDDER NUMBER TO ANY PERSON.**
 2017 Chevrolet 528i
 WBAWG56C56C93815
 2012 Acura ZDX
 2HN1YH166CH500623
 2000 Audi TT
 TRU1U283Y1052142
 2004 Audi A4
 WAUVT58E4AA270226
 2002 BMW 3 Series
 WBAW8N334X2JW50796
 2012 Acura ZDX
 5UXZV45C4L759033
 2012 BMW 3 Series
 WBADW35C8E823708
 2001 BMW 5 Series
 WBADT1634T1F06076
 Buick
 7K1105615
 2008 Cadillac STS
 1G6DZ67A980148730
 1998 Chevrolet
 1M02029
 1GBLP37J0W3301369
 2012 Chevrolet Equinox
 2GNFLG6K6C6119162
 2014 Chevrolet Cruze
 1G1P4S2E1432739
 2009 Chevrolet Impala
 2G1WT57K911977119
 2007 Chevrolet Cobalt
 1G1AM15B47725849
 1972 Chevrolet Blazer
 CKE182F16793
 2020 Chevrolet Colorado
 1GCGSBEA5L1240813
 2010 Chrysler Town and Country
 2AR1D11AR018877
 2018 Chrysler 300
 2C3CCAAG7JH320441
 2006 Chrysler Town & Country
 2Z4GP5436R702779
 2012 Dodge Grand Caravan
 2C4RDGCG8KR846101
 2015 Dodge Journey
 3C4PDCG8B5F1505877
 2012 Dodge Grand Caravan
 2C4RDGCG8CR224231
 2003 Ford Ranger
 1FTYR1463PA12136
 1997 Ford Transit
 1FTYR33M4KKA11884
 2007 Ford F-150
 1FTFPW12V97K35717
 2010 Ford Focus
 1FAHP3FN6AW273767
 2008 Ford Focus
 1FAHP35N18W122867
 2012 Ford Transit Connect
 NML0SL7ANOC1096285
 2015 Ford Transit Connect
 NML0SL70F7122198
 2001 Ford Focus
 1F1H93891W371718
 1993 Ford Mustang SVT Cobra
 1FACP42DP9F155188
 2015 Ford Escape
 1FMCUP9X9FYA27834
 2014 Ford Edge
 2FMFK3GC8EBAA09088
 2010 Ford Taurus
 1FAHP2K20A6119750
 2010 Ford F-250 Super Duty
 1F1P52B8A1E13876
 2015 Ford Fiesta
 3FADP4EJ6FM222320
 1998 Ford F-250
 2FTRX276XWCB09785
 2011 Chevrolet Equinox
 3FA6P091DR1804466
 2016 Ford Transit
 1FTY1E1ZM3XGKA06919
 2010 Ford Mustang
 1F1H93891W371718
 2017 Ford Focus
 1FADP3F21H1412153
 1997 Ford F-250
 1FTHX25F5VE030468
 2015 Ford Transit Cargo
 1F1H93891W371718
 2001 Honda Civic
 1HGEM225110717969
 2006 Honda Pilot
 5FNRYF28646B036559
 2002 Honda Accord
 1HGCG2252A0A03566
 2009 Honda Civic
 2HGFA16529H306672
 2004 Honda Element
 5J1H18624L03020
 2009 Honda Pilot
 5FNFY4869B048943
 2007 Honda Accord
 3HGCM56497G717809
 2007 Honda Accord
 1HGCG56442A043528
 2010 Honda Accord
 1HGPC2F86AA124580
 2008 Honda
 1H2H401008K703298
 2017 Hyundai SONATA
 5NPE34AF2FH481102
 2013 Hyundai SONATA Hybrid
 KMHEC444AD0030773
 2011 Hyundai Sonata
 5NPEC44H3013367
 2012 Hyundai SANTA FE
 5XYZKDAG5CA142524
 2012 Jeep Compass
 1C4N1JDE66CD05453
 1999 Jeep Wrangler
 1J4FY195X0P442222
 2014 Jeep Grand Cherokee
 1C4RJEAG3GC569460
 1999 Jeep Wrangler
 5A1FY49S4P458103
 2011 Kia Soul
 KNDJJ72A6B7302608
 2006 Kia Sorento
 KNDJ1C7336553679
 2014 Chevrolet Equinox
 5XKXGWL427G088715
 2006 Kramtsman Trailer
 5ETCA36256R000666
 2007 Mazda CX-9
 J4ST328757011017
 2008 Mazda Mazda6
 1YVHP80C58M5A0814
 2003 Mercedes-Benz S-Class
 WBNB974J43A377876
 2002 Mercedes-Benz C-Class
 WDBUF56J3A6765041
 2003 Mercedes-Benz C-Class
 WDBRF64J03F338932
 2010 Mercedes-Benz E-Class
 1YV1H6563A0107660
 2010 Nissan Altima
 1N4AL2AP1AC142088
 2011 Nissan Versa
 3N1BC1CP0BL367870
 2013 Nissan Sentra
 1N4AB7DE148102740
 2012 Nissan Altima
 1N4AL2AP5C178918
 2008 Nissan Sentra
 1N4AB5E148L7161367
 2002 Nissan Altima
 1N4AL21E27N1451100
 2005 Nissan Maxima
 1N4BA41E95C813842
 2014 Nissan Altima
 1N4AL2AP1AC142088
 2003 Nissan Maxima
 JN1DA31A73T404958
 2013 Nissan Versa
 3N1CN1FAP6DL98286
 2011 Nissan Sentra
 3N1AB7A7KY399536
 2004 Nissan Altima
 1N4AL11D64C183904
 2005 Nissan Pathfinder

MDJ-9324
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9325
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9326
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9327
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9328
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9329
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

MDJ-9330
GNP-17

NOTICE OF PUBLIC AUCTION
 Pursuant to O.C.G.A. Section 40-11-2, the following vehicles and contents will be sold at public auction to the highest bidder. The auction will be held at 9am, January 31, 2026, R & M Motors, 1701 Spring St Se, Ste 140, Smyrna, GA 30080.
 Vehicle Make: Auld Garage. 2012 Make: Q7 Vehicle ID: WA1LGAFC4D007235
 1:23,30-2026

8000 Miscellaneous Legals

1F7CR11XR8PA05519 TCY8449 GA Magistrate Court Case No.: 26L00232 2012 International 4300 3HAMMUAAL0CL586903 2959100 IN 3Magistrate Court Case No.: 26L00233 2024 BMW X1 WBX73FE08R5Y56384 5A091R3 AL Magistrate Court Case No.: 26L00234 2008 Chevrolet Malibu G121G57B184E153635 SE F8251 GA Magistrate Court Case No.: 26L00235 2013 BMW X5 5UXZV4C52D0B06187 CJT2936 GA Magistrate Court Case No.: 26L00236 2024 Dodge Durango 1C4RDHAG3LC307610 CNU5893 GA Magistrate Court Case No.: 26L00237 2025 Wrecker Service 2465 Ventura Place Smyrna, GA 30080 770-432-2613 1:30; 2:6-2026

MDJ-9437 Abandoned Motor Vehicle Advertisement Notice

Howard's Wrecker Service You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2465 Ventura Place, Smyrna, GA 30080. The vehicles subject to liens as stated above are identified as:

- 2015 Chevrolet Journey 3C4PCBCG1H1523449 SME5477 GA 2015 Dodge Dart 1C3CDFB83FD351817 NO TAG 2007 Freightliner Columbia 1F49F49C3X1940226 T15913 GA 2013 Freightliner Cascadia 1FUJLGB3DSD581911 C4133B GA 2005 Pontiac Bonneville 1G2H254Y55U12139 VYG530 GA 2012 Chevrolet Captiva 3C4RC1B8MRS52833 CYU7100 GA 2025 Subaru Ascent 4S4WMAFD53349904 DEE6067 GA 2008 Infinity G3710 JNKV61E68M2345 RYXF8248 GA 2019 Jeep Compass 3C4NJCCB8K766035 327U5722 GA 3FA6P0HD7GR402756 SKM4696 GA 2012 GMC Acadia 1GKRRKED2CJ319319 NO TAG 2013 Cadillac ATS 1G6AL538D0174844 SGJ8799 GA 2002 Toyota Camry 4T1BE32K92U108179 SGN8108 GA 2010 Audi Q5 WA1CKAFY2AA032374 RYX8248 GA 2019 Jeep Compass 3C4NJCCB8K766035 327U5722 GA 3C4NJCCB8K766035 327U5722 GA 1998 Mercedes C230 WDBHA23GXWAS15123 AAK6W6 GA 2006 Dodge Durango 2D6R44N6581R40222 CCV8138 GA 2003 Pontiac Aztek 3G7DA03E73557187 TBM7451 GA 2015 Chrysler Tour 1C3CCABXFN677417 5STAR5 MS 2011 Cadillac CTS 3GYFNAE1YB5894555 MKR9877 GA 2005 Honda Accord 1HGCM56105A108684 SIF2163 GA 2006 Lexus G5300 1N4B9H56365032835 TFC1960 GA 2004 Chevrolet Cobalt 1G1JC52F447203067 NO TAG 2004 Ford Expedition 1F1MPU1J7L44L20702 TFL9947 GA 2017 Lexus NX 1J1YARBZK7M2073311 CQU2617 GA 2013 Chevrolet Cruze 2G1FS1EWX9D234853 PWO4513 GA 2022 Tesla Y 75AYGD0E7NF321152 CUL9322 GA 2019 Chevrolet Silverado 3GCPCRC6AJG507429 FYR8123 TX 2018 Jeep Compass 3C4NJCCB8K766035 327U5722 GA 2016 Infiniti QX30 1N4B9H56365032835 TFC1960 GA 2017 Lexus NX 1J1YARBZK7M2073311 CQU2617 GA 2017 Lexus RX 2017 Lexus RX 2017 Lexus RX 2017 Lexus RX 2011 Subaru Legacy 453BMB6A683258257 SAN2053 GA 2014 Kia Sorento 5YKWA476E6456001 TAA1335 GA 2007 Washa Trailer 1J1V53ZWT2L04078 FR5932 IA Great Dane 33 Reefer Trailer 454238 GA 2007 Vanguard 53 Trailer 5V8VA5257M700271 4TV2677 CA 2021 Land Rover Range Rover SALWR2SE8M74044 NO TAG 2009 Mercury 2MEHM75V79X621995 SMI10104 GA 2009 Chevrolet Impala 2G1WB57K191289909 PAK5662 GA 1998 Jeep Grand Cherokee 1J4G248Y0W6366545 PHF4963 GA 2012 Hyundai KMHDD44E5CUL256273 LH18174 GA 2005 Ford Focus 1FMCU03265K78985 CUN2019 GA 2025 Honda Civic 2HGFE2F5851852044 DAL7754 GA 2015 Howard's Wrecker Service 2465 Ventura Place Smyrna, GA 30080 770-432-2613 1:30; 2:6-2026

MDJ-9449 Abandoned Motor Vehicle Advertisement Notice

You are hereby notified, in accordance with OCGA 40-11-19.(b)(2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2481 Old Covington Hwy in Smyrna, GA 30080. The vehicles subject to liens as stated above are identified as: Toyota 2011 Sienna STDYK3DC58B5014334 1N4B9H56365032835 TFC1960 GA Jeep 2015 PATRIOT 1C4NJPPFB6D297426 TAG# CH53287 GA Anyone with an ownership interest in any of these vehicles should contact the following business immediately: Quick Drop Impounding, Towing, and Recovery 2481 Old Covington Hwy SW Covington GA 30012 1:30; 2:6-2026

MDJ-9458 Abandoned Motor Vehicle Advertisement Notice

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 2261 Dixie Ave, Smyrna GA 30080. The vehicles subject to liens as stated above are identified as: ACURA 2006 TL 19UUA6626K6A076078 RNX8818 GA 2015 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2025 XU520E11917933 SEW262 SC BMW 2019 X6 5UXK0UC59KH98829 CVH1208 GA BSWX MOTO 2023 MOPED 125 XJ2PCJRX5P12635 NO TAG GA CADILLAC 2010 SRX 3GYFNAE1Y5A583735 NO TAG MO CHEVROLET 2011 MALIBU 1GZCSE17BF237803 SKX1650 GA CHEVROLET 2012 SILVERADO 3500 1GCV4EY1RF241811 7D7F5 FL CHEVROLET 2018 VOLT 1G1RD6554J130716 1DJ2432 AL KAUFMAN 2020 TRAILER 1N4B9H56365032835 TFC1960 GA DODGE 2014 CHARGER 2C3CDXJG2G6H123279 DBL9424 GA DODGE 2024 HORNET ZACNDPFI1R3AA0992 RRED12 FL FORD 1996 A555 1N4B9H56365032835 TFC1960 GA ITFDA14U6T7ZB52392 SJH4655 GA FORD 2022 E-SERIES COMMERCIAL VANS 1FDWE1F2NND007548 CRS2595 GA CULP 1997 NINBRUCK 1N4B9H56365032835 TFC1960 GA HONDA 2006 ACCORD 1HGMCS6736A059518 NO TAG FL HONDA 2012 ACCORD 1HGCYP2F6C41AT701 SLY1975 GA HONDA 2017 ACCORD 1HGC2F2F52HA014829 SFQ9378 GA HONDA 2003 CIVIC 2HGES26753H522883 CHW3720 GA HONDA 2015 F150 2HGES16A12E320383 CMC46021 GA HUNDAI 2014 VELOSTER KMHTC6AD2EYU18273 VKL9299 TX INFINITI 2011 G37 JN1CV6AR1BMA12361 SL19461 GA INFINITI 2019 QX30 1N4B9H56365032835 TFC1960 GA JNB4Z2NF6K968647 CMH6109 GA JEEP 2016 GRAND CHEROKEE 1C4RJFAG8C349080 NO TAG GA JEEP 2015 WRANGLER 3C4NJCCB8K766035 327U5722 GA KIA 2015 FORT 3C4NJCCB8K766035 327U5722 GA KNFX446F5414737 CDJ1345 GA KIA 2023 K5 5XKG1425PG20720 ZAR912 GA KIA 2022 SEL 5YKYG4E414629 GA KNDEU2A2A1N795985 DCR4677 GA KIA 2016 SORRENTO 5XYPG4A35GG05400 C317109 GA LEXUS 2010 ES 350 1J4B9H56365032835 TFC1960 GA LEXUS 2014 RX 350 1J4B9H56365032835 TFC1960 GA TJGA31U140028858 DER2097 GA LEXUS 2005 RX 330 2T2G6A1U95C2020 CRK3543 GA MERCEDES BENZ 1998 W199 ASS 1C4B9H56365032835 TFC1960 GA MERCEDES BENZ 2010 E-CLASS WDTDFH8HBOA0234744 BIGDEBO VA MITSUBISHI 2007 LANCER JA3A12E671016429 FR66999 IL NISSAN 2017 1N4AL3AP3C268579 SGG80110 GA NISSAN 2017 3N1A87APXHL653505 DCE9982 GA PL 1YU01UT1999 GRAND VOYAGER 2017 1F4P4G1X196251995 GA TOYOTA 2002 CAMRY SOLARA 2T1FF28P2X2C89413 61C02YU 4A TOYOTA 2005 CAMRY SOLARA 4T1CA30P65U043606 T158413 VA

8000 Miscellaneous Legals

TOYOTA 2025 CAMRY 4T1DAACK55U15232 DAI8953 GA TOYOTA 2006 HIGHLANDER JTEHD121A560040461 SHI8220 GA TOYOTA 2019 YARIS JTDJY903935256532 SKV6518 OH Anyone with an ownership interest in any of these vehicles should contact the following business immediately: BARRROW WRECKER SERVICE 2261 DIXIE AVE SMYRNA GA 30080 770-435-8945 1:30; 2:5-2026

MDJ-9459 Abandoned Motor Vehicle Advertisement Notice

You are hereby notified, in accordance with OCGA 40-11-19, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2261 Dixie Ave SE, Smyrna GA 30080. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before MONDAY, FEBRUARY 23RD, 2026. Answer forms may be found in the Magistrate Court Clerk's office located at 32 Waddell St Marietta, GA 30090.

- 2012 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2013 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2014 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2015 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2016 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2017 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2018 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2019 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2020 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2021 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2022 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2023 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2024 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2025 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2026 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2027 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2028 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2029 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2030 Chevrolet Equinox 1N4B9H56365032835 TFC1960 GA 2031 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Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: February 2, 2026
TITLE: **Minutes: January 12, 2026 Work Session**
Approval of the January 12, 2026, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2026-01-12 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/
January 12, 2026
6:30 PM**

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

1. Invocation

2. Pledge of Allegiance

3. Call to Order

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

4. Announcements

5. Presentations

6. Old Business

7. New Business

8. Committee and Board Reports

9. Public Hearing(s)

A. Ordinance: Rezoning Request for 6095 Pine Mountain Road

Consideration for approval of an Ordinance authorizing a rezoning request submitted by DRB Group Georgia, LLC for the property located at 6095 Pine Mountain Rd (parcel #20014001380). Case #RZ2025-03

Director of Planning and Zoning Director Channele Campbell presented a re-zoning request for 6095 Pine Mountain Road submitted by DRB Group Georgia, LLC for the rezoning of 8.823 acres of land for the development of townhomes. On December 31st, City staff received a request to postpone until the February cycle to give the applicant some time to address concerns raised at the community meeting held by the applicant on December 8th. City staff advertised the case properly in the Marietta Daily

Journal with public notice signage placed on the property on December 12th. Because the application was advertised, the City is still required to hold a public hearing and take formal action on the applicant's request. Staff recommends approval of the request to postpone allowing time to address the concerns raised in the application.

Mayor Easterling asked Ms. Campbell to restate the hearing dates for the application. Ms. Campbell stated that for the Planning Commission, the hearing date is February 4th and the hearing dates for Mayor and Council are February 9th and February 16th. Attorney Adam Rozen was present to formally request a February postponement on behalf of client DRB Group Georgia. Rozen stated that they need more time to work out an access issue with an adjoining property owner.

Mayor Easterling thanked Attorney Rozen for his comments and stated that since this is a public hearing we will have public comments but the motion will be to postpone the hearing until the February 16th City Council meeting. Mayor asked the City Council if there were any objections, to which there were none.

10. Consent Agenda

- A. **Minutes: January 5, 2026 Regular Meeting A**
Approval of the January 5, 2026, City Council regular meeting A minutes.
- B. **Minutes: January 5, 2026 Regular Meeting B**
Approval of the January 5, 2026, City Council regular meeting B minutes.
- C. **Minutes: January 5, 2026 Executive Session**
Approval of the January 5, 2026, City Council executive session minutes.

11. General and Administrative

12. Public Safety

- A. **Crime Statistics: December 2025**
Consideration to accept the December 2025 and year-end 2025 crime statistics.

Consideration to accept the December 2024 Crime Statistics. Chief Bill Westenberger presented the December 2025 and year-end 2025 crime statistics.

13. Information Technology

14. Public Works and Building Maintenance

- A. **Resolution: Southern Museum Elevator Modernization**
Consideration for approval of a Resolution awarding a contract to Otis Elevator Company for the modernization of the Southern Museum elevator.

Building & Facilities Director Robbie Ballenger presented a Resolution awarding a

contract to Otis Elevator Company for the modernization of the elevator at the Southern Museum. The current elevator is at the end of its useful life and is currently inoperable. The installation process will take 6 months and will cost \$119,571.00.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the next regularly scheduled City Council meeting.

15. Recreation and Culture

A. Discussion Only: Chalker Park Construction

City Manager Dr. Jeff Drobney discussed the proposed Chalker Park construction. He stated that part of the development plan East Park called for the removal of Chalker Park, an old, small basketball court. Part of the agreement was to relocate Chalker Park into the East Park development. Gay Construction was the selected contractor, and they have quoted an estimate for play equipment, 21 different play events for ages 2–12, plus the rubber safety surface. The cost estimate is \$1,415,738.00 and does not include site furnishings, landscaping or irrigation. We currently have \$1,278,000.00 in funding. We used some funds to design, conduct surface testing and demolish a house on the site. There are two options. Option one: restroom, playground equipment, parking, security lighting, fencing and it will be connected to the pathway project on Cherokee Street. Option two: Scale the project back. The developer is contributing \$500,000.00. There is roughly \$178,000.00 in impact fees and \$100,000 from Parks and Recreation impact fees. To reduce scale, you can remove parking and restrooms and make it a pocket park or something of significant benefit on that side of town. We would need to do an agenda item and come back with a guaranteed maximum price of \$1,500,000 to add in additional site furnishings, trash cans, benches, and maybe a shade structure.

Councilmember Tracy Viars asked how much additional funding was needed for the project. City Manager Drobney stated that we need to contribute an additional \$450,000.00 because some of the dollars have already been spent.

Mayor Easterling stated that he thinks that what we want is the full thing and that he thinks everyone is in favor of moving the \$450,000 to complete that park as we planned the first time.

Councilmember Tracy Viars stated that she wouldn't want to short the project since we are doing all of the improvements on Cherokee Street.

Councilmember Madelyn Orochena asked how much additional funding was needed.

City Manager Drobney stated that he had not gone back out to prepare an updated estimate. We may need an additional 85,000 for site furnishings, trash cans and benches. We can increase the estimate to a maximum that would not be exceeded, just in case.

Councilmember Antonio Jones asked what the maximum figure would be.

Director of Public Works Ricky Stewart commented that additional funding would enable benches, garbage cans and shade structures. An irrigation estimate has yet to be determined. Once sodding is established, irrigation needs can be determined. We may have to manually water for a summer. Water needs will also be determined by when vegetation is planted. Irrigation costs are up in the air depending on scheduling.

Mayor Easterling asked if \$1.5 million will cover the project needs or maybe \$1.6 million. We want to see the park done. Mayor Easterling stated that he was amenable to a figure of \$1.6 million.

Councilmember Madelyn Orochena understood that there maybe a chance that irrigation funding may not be needed at the site. She was open to a \$1.6 million maximum.

Mayor Easterling asked councilmembers if they were "on board" with a \$1.6 million maximum for the project. All councilmembers agreed.

City Manager Drobney stated that an agenda item was needed for the construction costs so that we are all clear. He rounded the amount to \$1.2 million, the playground equipment and surface to \$220k with additional funding for site furnishing.

Councilmember Madelyn Orochena asked if the rubberized surface is completely replacing the turf that was originally on the plan. Dr. Drobney stated that it doesn't cover the entire site, but it does cover the playground area. Orochena further inquired if there was anything in the plan that was not a rubberized surface. Dr. Drobney stated that there will be areas that are sodded since we are not developing the entire property.

Eventually, we will come back and add more to the site. Orochena stated that she remembers seeing an original plan roughly two years ago. She remembered the artificial turf being incorporated into a lot of the plan. Dr. Drobney stated that the plans that were circulated roughly two years ago were just concepts.

Parks and Recreation Director Bill McNair advised Councilmember Madelyn Orochena that the rubberized area was just for the playground.

Councilmember Anthony Gutierrez-Leon asked if the rubberized safety surface was similar to a loose, rubber, gravel-type of safety surface. Dr. Drobney stated that the safety surface is poured.

Parks and Recreation Director Bill McNair stated that the safety surface is similar to what we have at our fitness stations. The current safety surfaces at these sites are poured-in-place rubber.

Councilmember Anthony Gutierrez-Leon asked Parks and Recreation Director Bill McNair how long the floors last. McNair stated that the useful life is 10 years or so depending on wear and tear. The life fitness safety surface lasted 15 years.

Councilmember Antonio Jones stated that he does not favor the use of wood chips for safety surface.

16. Community Development

A. Resolution: Professional Planning Services for the City of Kennesaw Livable Centers Initiative (LCI)

Consideration for approval of a Resolution accepting Pond & Company's proposal to provide professional planning services for the City of Kennesaw's Livable Centers Initiative (LCI) study update.

Director of Planning and Zoning Director Chanelle Campbell presented a resolution for professional planning services for the City of Kennesaw's Livable Centers Initiative.

The City was awarded a \$200k grant to complete an updated LCI study focused on the Cobb Parkway corridor. The RFP was advertised in the Marietta Daily Journal on September 12th and September 26th, respectively. The City received three qualification packages by the October 10th submission deadline, with each submittal being evaluated using specific selection criteria and ranked by the selection committee. Pond and Company was identified as the top ranked firm. The ARC will fund 80 percent of the total cost with the City responsible for twenty percent of the cost. Planning and Zoning recommends approval of the Resolution.

Mayor Easterling stated that this is very important to us. The City was awarded a \$160k grant and is contributing \$40k to look at the Cobb Parkway corridor coming into downtown.

Councilmember Orochena asked how much of the LCI study's scope is focused on connecting streets. Mayor Easterling stated the scope is from Kean to Kennesaw Due West. The transportation part of this study will focus on traffic.

Director of Planning and Zoning Director Chanelle Campbell stated that the study will focus on a half-mile stretch of Cobb Parkway between Watts and Summers Street. The Cobb Parkway study will focus on vehicle access connectivity.

Councilmember Orochena stated that back when the Council chose the Cobb County corridor for the study, she did have reservations about choosing Cobb Parkway, but she read through the plan wanted to compliment the team at Pond and Company for putting it together.

Lilian Al Haddad from Pond and Company was present for the meeting. She stated that Pond and Company looks forward to working with the City on the project.

With Council consensus, Mayor Easterling recommended placing the item on the Consent Agenda for the next regularly schedule City Council meeting.

17. Public Comments

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

No comments. 7

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

18. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney wished the Mayor best of luck on his State of the City address on Tuesday, January 13th.

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

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 real estate matters.

22. Adjourn

Mayor Easterling adjourned the meeting at 6:55 p.m. The regular meeting will be held on Tuesday, January 20, 2026, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: February 2, 2026
TITLE: **Minutes: January 20, 2026 Regular Meeting**
Approval of the January 20, 2026, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2026-01-20 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/
January 20, 2026
6:30 PM**

Present

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

1. Invocation

Mayor Easterling led the Invocation.

2. Pledge of Allegiance

Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

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

4. Announcements

5. Presentations

6. Public Comment

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

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

No comment.

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: Rezoning Request for 6095 Pine Mountain Road**
 Consideration for approval of an Ordinance authorizing a rezoning request submitted by DRB Group Georgia, LLC for the property located at 6095 Pine Mountain Rd (parcel #20014001380). Case #RZ2025-03

Director of Planning and Zoning Chanelle Campbell followed up on the Request to Postpone that was presented at last week's City Council Work Session concerning 6095 Pine Mountain Road. The postponement request is until the 9th of February 2026.

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

No comments.

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

Motion by Councilmember Jones to approve the Motion. Seconded by Councilmember Gutierrez-Leon to postpone the agenda item 10.A until February 9th.

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

11. Consent Agenda

- A. **Minutes: January 5, 2026 Regular Meeting A**
 Approval of the January 5, 2026, City Council regular meeting A minutes.
- B. **Minutes: January 5, 2026 Regular Meeting B**
 Approval of the January 5, 2026, City Council regular meeting B minutes.
- C. **Minutes: January 5, 2026 Executive Session**
 Approval of the January 5, 2026, City Council executive session minutes.
- D. **Resolution: Southern Museum Elevator Modernization**
 Consideration for approval of a Resolution awarding a contract to Otis Elevator Company for the modernization of the Southern Museum elevator.
- E. **Resolution: Professional Planning Services for the City of Kennesaw Livable Centers Initiative (LCI)**
 Consideration for approval of a Resolution accepting Pond & Company's proposal to provide professional planning services for the City of Kennesaw's Livable Centers Initiative (LCI) study update.

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

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

12. General and Administrative

13. Public Safety

A. Crime Statistics: December 2025

Consideration to accept the December 2025 and year-end 2025 crime statistics.

Chief Bill Westenberger presented the December 2025 and year-end 2025 crime statistics (See **Exhibit A**).

Motion by Councilmember Viars to Orochenato accept the December 2025 and year-end 2025 crime statistics. Seconded by Councilmember Gutierrez-Leon.

Vote taken: motion unanimously approved 5-0. 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.

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

Kennesaw resident Andrew Bramlett delivered a presentation on E.T. Booth, a former Kennesaw resident buried in the city cemetery. Booth was a schoolteacher in the Kennesaw area. He educated U.S. Secretary of State Dean Rusk. Booth and his wife are both buried in the cemetery.

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

19. City Manager's Report

A. Reports, Discussions, and Updates

City Manager Dr. Jeff Drobney spoke about planning for potential bad weather this weekend. He stated that personnel will meet tomorrow to discuss operations and staff will be prepositioned to handle the weather response around the clock if necessary.

Although we are still five days out, we will continue to monitor the situation. The problem is the rain, which will require us to brine on Friday instead of Saturday. He stated that decisions will be made and updates provided.

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.

Mayor Easterling presented two new appointees to the Kennesaw Development Authority (KDA), Justin Cohen with a term expiring in 2027 and Sandra Glenn with a term expiring in 2029.

Motion by Councilmember Viars to approve the appointment of the new Kennesaw Development Authority Board Members. Seconded by Councilmember Jonathon Bothers.

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

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.

Mayor Easterling asked City Attorney Sam Hensley if there was need to hold an Executive Session.

Attorney Hensley indicated that there was no need to hold an Executive Session.

23. Adjourn

Mayor Easterling adjourned the meeting at 6:40 p.m. The next work session will be held on Monday, January 26 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Nicholas Simpson, Deputy City Clerk



Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: February 2, 2026
TITLE: **Cemetery Deed: Section III-71-B**
Authorization for the Mayor to sign a deed for a cemetery lot purchased by Kendra Hughes in the Kennesaw City Cemetery.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. Deed - Kendra Hughes

Deed Number: 2026-01

City of Kennesaw Cemetery Deed Cobb County, Georgia

This Indenture, made the 22 day of January, 2026 between the City of Kennesaw, a political subdivision of Cobb County existing under the Laws of the Sate of Georgia, hereinafter called Grantor, and:

Name	Address	City, ST ZipCode
HUGHES, KENDRA	3713 Southwick Drive, NW	Kennesaw, GA 30144

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	71	B	\$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 by 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 02 day of February, 2026.

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

Assignment of Burial Permit

Deed No. 2026-01

The undersigned hereby transfers and assigns the following burial space listed on the first sheet hereof, to the person or persons set forth opposite each space, and requests the Clerk of **City of Kennesaw** located in **Cobb County** to accept and record the same in accordance with the rules and regulations of said Board.

Description

Burial Space(s):

Name

Date

Signature

Transfer approved and recorded, on _____

City Clerk



Item Report

TO: The Honorable Mayor and City Council

FROM: Nikki McGraw, 911 Director

DATE: February 2, 2026

TITLE: **Resolution: H-GAC Interlocal Contract**
 Consideration for approval of a Resolution authorizing agreement with Houston Galveston Area Council (HGAC) for cooperative purchasing.

Summary:

The presented contract will allow the City to use HGAC Cooperative for purchases related to consoles, software, vehicles, etc. There are no costs associated with this contract until a service or good is purchased. This contract offers an option for sole source and handles the bid process for customers by allowing multiple vendors to post pricing.

The contract has been reviewed by legal.

Recommendation:

Staff recommends approval of the contract.

Fiscal Impact:

Attachments:

1. RES 2026 - HGACBuy Contract
2. HGACBuy Contract - 13412289839267529021315

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-___, 2026

**RESOLUTION AUTHORIZING INTERLOCAL CONTRACT WITH H-GAC FOR
COOPERATIVE PURCHASING**

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

WHEREAS, the City has identified a need for procurement services; and

WHEREAS, Houston Galveston Area Council (H-GAC) is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, the City of Kennesaw wishes to utilize H-GAC for procuring goods and services on an as need basis.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the City Manager to sign the contract with H-GAC as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this ___ day of February, 2026.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC26-21315
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **City of Kennesaw**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **2529 J O Stephenson Ave Kennesaw, GA 30144**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **01/12/2026** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **10/01/2026** and ends **09/30/2027**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

City of Kennesaw
Name of End User (local government, agency, or non-profit corporation)

2529 J O Stephenson Ave
Mailing Address

Kennesaw, GA 30144
City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Jeff Drobney, City Manager
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____
Executive Director

Date: _____



END USER DATA

Please sign and return Interlocal Contract, along with this completed form to H-GAC by emailing to ILC@H-GAC.com.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: City of Kennesaw County Name: GA

Mailing Address: 2529 J O Stephenson Ave Kennesaw, GA 30144

Main Telephone Number: 678-290-1479 **FAX Number:** 770-528-9082

Physical Address: 2529 J O Stephenson Ave Kennesaw, GA >30144

Web Site Address: <https://www.kennesaw-ga.gov/>

Official Contact: Jeff Drobney

Mailing Address: 2529 J O Stephenson Ave
Kennesaw, GA 30144

Title: City Manager

Ph No.: 678-460-2841

FX No.: 770-528-9082

E-Mail Address: jdrobney@kennesaw-ga.gov

Authorized Official: Jeff Drobney

Mailing Address: 2529 J O Stephenson Ave
Kennesaw, GA 30144

Title: City Manager

Ph No.: 678-460-2841

FX No.: 770-528-9082

E-Mail Address: jdrobney@kennesaw-ga.gov

Authorized Official: Nikki McGraw

Mailing Address: 2529 J O Stephenson Ave
Kennesaw, GA 30144

Title: 911 Director

Ph No.: 678-290-1479

FX No.: 678-385-0166

E-Mail Address: nmcgraw@kennesaw-ga.gov



Item Report

TO: The Honorable Mayor and City Council

FROM: Meredith Staton, Assistant Finance Director

DATE: February 2, 2026

TITLE: **Alcohol License: One Stop Gas**
 Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for One Stop Gas, Inc., located at 2520 Cobb Parkway NW, Kennesaw, GA 30152. Applicant: Dalbag Singh

Summary:

The applicant has completed the required alcohol workshop per Section 6-69. Signs have been posted and it has been properly advertised per Section 6-36. The current application and background check results are on file.

A distance survey completed by a certified surveyor indicates the business is not within the designated distance of a property line or structure listed in Ordinance Section 6-42 and 6-43.

Recommendation:

Finance Director recommends approval.

Fiscal Impact:

100.0000.32.1900 Application Fee \$350.00

Attachments:

1. Alcohol License: One Stop Gas

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



Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

Alcoholic Beverage License Application

****Requires Approval from Mayor and Council****

Applying for (Check all that apply):	License Type (Choose one):	Type of Establishment (Choose one):	
<input type="checkbox"/> Liquor <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Growler <input checked="" type="checkbox"/> Sunday Sales	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input checked="" type="checkbox"/> Retail Package <input type="checkbox"/> Retail Pouring	<input type="checkbox"/> Restaurant <input type="checkbox"/> Night Club <input type="checkbox"/> Grocery Store <input type="checkbox"/> Lounge <input type="checkbox"/> Private Club	<input type="checkbox"/> Bottle House <input checked="" type="checkbox"/> Convenience Store <input type="checkbox"/> Indoor Entertainment Hall <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Package Store
Business Information			
Full Name of Business: ONE STOP GAS INC			
Doing Business As (DBA): ONE STOP GAS INC/ EXTRA MILE			
Anticipated start date of business: 01/05/2026			
Business Location: <small>Street Address</small> 2520 COBB PARKWAY NW			<small>Suite</small>
<small>City, State</small> KENNESAW, GEORGIA		<small>Zip</small> 30152	
Phone: [REDACTED]	Email: [REDACTED]		
Mailing Address: <small>Street Address</small> 1211 NOBLE LANE			<small>Suite</small>
<small>City, State</small> MARIETTA, GEORGIA		<small>Zip</small> 30062	
Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC			
If Partnership or LLP, fill out page 3. If Corporation or LLC, fill out page 4.			
Location Information			
Property Owner of Business Location: DALBAG SINGH			
Owner's Address: 1211 NOBLE LANE			<small>Suite/Apt</small>
<small>City, State</small> MARIETTA, GEORGIA		<small>Zip</small> 30062	
This location is: <input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Pre-existing			
Do you have a certified survey of the location of the property? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Does the certified survey indicate that the business is outside of the designated distance of the following?			
Private Residence.....300 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
School or College.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Church.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Public Building.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Hospital.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Public Park.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Day Car Center*.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Alcohol or Drug Treatment Center...600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

*Must accept GA PreK or HOPE Scholarship Monies AND follow prescribed State curriculum.

Additional Limitations for Package Stores:

Package Sales- Liquor:

- School or College.....300 feet radius Yes No
- Retail Liquor Package Store.....1500 feet radius Yes No
- Church.....300 feet radius Yes No
- Day Care Center*300 feet radius Yes No
- Alcohol or Drug Treatment Center....300 feet radius Yes No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Package Sales-Beer and/or Wine:

- School or College.....300 feet radius Yes No
- Alcohol or Drug Treatment Center....300 feet radius Yes No

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

For Retail Pouring License Applicants:

How many square feet is the dining area?

How many square feet is the bar area?

What % of the total floor area is the bar area?

Number of pool tables

Size of the dance floor



lines:

Will the location have a DJ? Yes No

If yes, how many times per week?

Partnership or LLP Information

Partnership or LLP Name:

Partner/Member Name:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

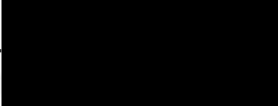



Zip:



Attach additional sheets if needed

Corporation or LLC Information

Corporation or LLC Name: **ONE STOP GAS INC**

Partner/Member Name: DALBAG SINGH	Partner/Member Name:
Position: PRESIDENT/OWNER	Position:
% of Ownership: 100	% of Ownership:
SSN: 	SSN:
Date of Birth: 	Date of Birth:
Phone: 	Phone:
Email: 	Email:
Home Address: 1211 NOBLE LANE	Home Address:
City, State: MARIETTA , GA Zip: 30062	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

If any licensee or owner listed on pages 3-4 currently hold any interest in or have ever been associated with any alcoholic beverage establishment, please fill out the information below:

Licensee or Owner Name: DALBAG SINGH	Licensee or Owner Name:
Business Name: GURU NANAK INC	Business Name:
Address: 1023 SANDY PLAINS RD	Address:
City, State: MARIETTA, GA Zip: 30066	City, State: Zip:
Licensee or Owner Name: DALBAG SINGH	Licensee or Owner Name:
Business Name: PUNJABIJATT INC	Business Name:
Address: 520 COBB PKWY NORTH	Address:
City, State: MARIETTA, GA Zip: 30062	City, State: Zip:

List the following information for relatives of any licensee or owners who have had any license or any financial ownership or interest in any alcoholic beverage business:

Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State:	Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:
Name:	Name:
Relationship to owner:	Relationship to owner:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Business Name:	Business Name:
Address:	Address:
City, State: Zip:	City, State: Zip:

NOT APPLICABLE

Financial Information

Total amount of capital funds to be invested in this business: [REDACTED]

Personal funds invested by Licensee/Owner: [REDACTED]

Personal funds invested by other Owners: [REDACTED]

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:

Lender	Address of Lender	Amount	Date	Interest Rate

Name of CPA or Accounting Firm: **KRISHNAN COMPANY, P.C., CPA**

Address of CPA or Accounting Firm: Street Address **746 HOLCOMB BRIDGE ROAD**

Suite City/State **NORCROSS, GEORGIA** Zip **30071**

What is the estimated gross receipts for this location for the remaining calendar year? \$ [REDACTED]

Management Information

Provide the following information for the person(s) who will manage the business:

Name of Manager: **DALBAG SINGH** Compensation Amount: [REDACTED]

Mailing Address: Street Address **1211 NOBLE LANE** Apt/Suite

City, State **MARIETTA, GEORGIA** Zip **30062**

Name of Manager: Compensation Amount:

Mailing Address: Street Address Apt/Suite

City, State Zip

Regulatory Disclosures

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:

Regulatory Disclosures

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

Arrested	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Convicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Detained	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Indicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Pled Guilty	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Pled Nolo Contender	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On Probation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Any Pending Criminal Charges	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If you answered "Yes" to any of these questions, list below in complete detail the names, 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.

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 that was cited, detained, arrested, indicted, or convicted for any offense by any federal, state, county, or city government? 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

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:

THE OWNER IS TAKING A ONE HOUR TRAINING CLASS BY THE APPROVED COMPANY.

EMPLOYEES WILL BE TRAINED AT THE TIME OF HIRE AS WELL AS UPDATED THROUGHOUT YEARLY FOR ANY UPDATED RULES AND REGULATIONS.

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

ALL WRITTEN RULES AND REGULATIONS WILL BE GIVEN AND EXPLAINED

EMPLOYEES WILL SIGN A SHEET OF RECOGNITION ONCE TRAINED

Regulatory Disclosures

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

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

Yes No

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 Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation of their usage.

WE WILL HAVE SIGNAGE AT FRONT DOOR AND EMPLOYEE COUNTER AREAS. ALSO WE WILL USE POS SYSTEM THAT IS PROGRAMED TO CHECK AGE AND ID TO AVOID SELLING TO MINORS.

What technology, equipment, and/or 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 case registers that require the date of birth to be entered, cameras, signs, and calendars. Describe below:

POS SYSTEM RESTRICTING SALES TO MINORS. ALSO POSTING SIGNS , AND CALENDERS.

List the occupations of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Employer Name (Company)	City	State	Position Held	Salary
2001-CURRENT	GURU NANAK NC	MARIETTA	GA	OWNER	4500
2022-CURRENT	PUNJABIJATT INC	MARIETTA	GA	OWNER	2500

List the previous residences of the applicant for the past ten (10) years:

From Month/Year-To Month/Year	Street Address	City	State
2001-2018	1378 BRENTWOOD LANE	MARIETTA	GA
2018-PRESENT	1211 NOBLE LANE	MARIETTA	GA

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



Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

Application Agreement

I, DALBAG SINGH being duly sworn according to law, do swear to the facts and items 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.

Wendy L. Hyde
 NOTARY PUBLIC
 Cobb County, GEORGIA
 My Commission Expires 12/10/2025

KENNESAW, GEORGIA
 COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE
 ME THIS 24 DAY OF
October, 2025.

Wendy L. Hyde
 Notary Public

Dalbag Singh _____ x
 Signature of Applicant

Rajeev Kewar _____ x
 Signature of Spouse of Applicant

 Signature and title of person other than applicant filling out this Application

 Printed Name Phone Number

****Official Use by the City of Kennesaw ONLY****

Application received by the City of Kennesaw by: Meredith Staton

Application to be heard by Mayor & Council on 02/02/2026 at 6:30pm
Date Time

****This section is for the Zoning Division of the City of Kennesaw ONLY****

How is the proposed location zoned? HGB

Zoning verified by the following 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 has been verified by the following Zoning Division staff member: Yes

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

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

Dalbag Singh
Signature of Licensee/Owner

10/22/2025 7
Date

Wendy L Hyde
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires 12/10/2025

SWORN UNDER OATH THIS 24
DAY OF October, 20 25.


Wendy L. Hyde
Notary Public

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 Kennesaw, GA 30144
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 www.kennesaw-ga.gov



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 businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL STATEMENT

Full name of licensee (no initials): DALBAG SINGH					
Home Phone: [REDACTED]					
Cell Phone: [REDACTED]					
Home Address: <small>Street Address</small> 1211 NOBLE LANE					
Suite	City, State MARIETTA, GEORGIA	Zip 30062			
Business Address: <small>Street Address</small> 2520 COBB PARKWAY NW					
Suite	City, State KENNESAW, GEORGIA	Zip 30152			
Age: 50	Sex: MALE	Race: USA	Height: 5-11	Weight: 220	
Hair Color: BLACK			Eye Color: BLACK		
Social Security Number: [REDACTED]			Date of Birth: [REDACTED]		
Place of Birth: PUNJAB, INDIA					
Are you a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			If yes: <input type="checkbox"/> By Birth <input checked="" type="checkbox"/> Naturalized		
If you are a Naturalized Citizen, please provide your certificate #: [REDACTED]					
*Provide original naturalization certificate or U.S. Passport					
If a legal permanent resident, please provide alien registration #: _____					
*Provide copy of I-551 card					
Derived Parents' Certificate #s: _____					
Date and Port of Entry: _____					
How long have you resided in the State of Georgia? 1993					
How many years have you been at your current address? 7YRS					
Marital Status: <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced					

If married, please complete the following information on your spouse:		
Full Name of Spouse: BALJEET KAUR		
Spouse's Maiden Name: KAUR		
Social Security Number:	Date of Birth: [REDACTED]	
Place of Birth: PUNJAB, INDIA		
Place of Marriage: PUNJAB, INDIA	Date of Marriage: 03/02/1997	
Spouse's Employer: EK ONKAR INC		
Employer's Address: <small>Street Address</small> 520 COBB PARKWAY NORTH		
Suite	City, State	Zip
	MARIETTA, GEORGIA	30062
Is your spouse a U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> By Birth <input checked="" type="checkbox"/> Naturalized		
If your spouse is a Naturalized Citizen, please provide your certificate #: [REDACTED] *Provide original naturalization certificate or U.S. Passport		
If spouse is a legal permanent resident, please provide alien registration #: _____ *Provide copy of I-551 card		
Derived Parents' Certificate #s: _____		
Date and Port of Entry: _____		
Give the names and addresses of all immediate living relatives:		
	<small>Full Name</small>	<small>Address</small>
Parent	DALBIR KAUR	1211 NOBLE LANE, MARIETTA, GA 30062
Parent		
Sibling	GURDIAL SINGH	2359 MONTE VILLA CTS, MARIETTA, GA 30062
Sibling	SUKHWINDER KAUR	2239 COLLETON DRIVE, MARIETTA, GA 30066
In-Law	NATHA SINGH	VILLAGE-KAZAMPURA, PUNJAB, INDIA
In-Law	SARABJIT KAUR	VILLAGE-KAZAMPURA, PUNJAB, INDIA

Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?

Yes No

If yes, please give details:

Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverages? Yes No

If yes, give relationship to licensee or licensee's spouse, business name, the amount of interest, and/or type of employment in each:

Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
1992	WILSON HIGH	WASHINGTON, DC	HIGH

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Dalbag Singh

Signature

10/22/2025

Date

X

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 businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Owner/Licensee Information			
Name: DALBAG SINGH			
Date of Birth: [REDACTED]		Social Security Number: [REDACTED]	
Residence Phone: [REDACTED]		Name of Spouse: BALJEET KAUR	
Residence Address: <small>Street Address</small> 1211 NOBLE LANE			<small>Suite</small>
<small>City/State</small> MARIETTA, GEORGIA		<small>Zip</small> 30062	
Business/Organization: ONE STOP GAS INC		Business Phone: [REDACTED]	
Are you a Partner or Officer in any other business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Assets		Liabilities	
Cash on hand in banks:	[REDACTED]	Notes payable to banks- Secured:	[REDACTED]
Accounts Receivable:	[REDACTED]	Notes payable to banks- Unsecured:	[REDACTED]
Stocks & Bonds:	[REDACTED]	Accounts Payable:	[REDACTED]
Real Estate:	[REDACTED]	Unpaid Taxes:	[REDACTED]
Cash Value of Life Insurance:	[REDACTED]	Mortgage on Real Estate:	[REDACTED]
Automobiles:	[REDACTED]	Other Debts (Itemize):	[REDACTED]
Deposit Accounts:	[REDACTED]	Total Liabilities:	[REDACTED]
Credit with Financial Institutions:	[REDACTED]	Net Worth:	[REDACTED]
Other Assets (Itemize):	[REDACTED]	Total Assets and Net Worth:	[REDACTED]
Total Assets:	[REDACTED]		

Income Information

Source of Annual Income: BUSINESS	Salary: [REDACTED]
Bonus & Commissions: [REDACTED]	Dividends: [REDACTED]
Alimony and Child Support: [REDACTED]	Separate Income: [REDACTED]
Itemize all loan sources and interest: _____ _____ _____ _____	Other Income (Itemize): _____ _____ _____ _____

Total Income: [REDACTED]

Additional Information Requested

Do you have any unsatisfied judgments or lawsuits pending? Yes No

Are any of your prior income tax returns bring contested? Yes No

If so, what do you estimate your additional payment to be? _____

Are any assets pledged or in joint names other than as described above? Yes No

Have you ever declared bankruptcy? Yes No

Do you have a will? Yes No

If so, please fill out the following:
 Beneficiary: BALJEET KAUR
 Executor: DAVID JAFFER

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Delbag Singh
Signature

10/22/2025 X
Date



Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on criminal history record information provided from the fingerprint-based background check.

The procedures for the appeal process are as follows:

- Applicant must submit a request in writing to the Business License Manager stating the reason the adverse decision should be reviewed. The request should include the applicant's name, date of notification of adverse decision, and an explanation of why the decision should be overturned.
- The Business License Manager will provide the written request to the Finance Director. The Finance Director will review the appeal and the applicant will be notified within ten (10) days of the decision regarding the license application.

Applicant Privacy Rights

As an applicant who is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a non-criminal justice purpose (such as an application for criminal justice or non-criminal justice employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or explained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your criminal history record (if you have such a record).

- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the criminal history record.
- If agency policy permits, the officials may provide you with a copy of your criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may find information regarding how to obtain a copy of your Georgia criminal history record at the GBI website: <https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions>. Information regarding how to obtain a copy of your FBI criminal history record is located at the FBI website: <https://www.edo.cjis.gov>.
- If you decide to challenge the accuracy or completeness of your criminal history record, you should contact and send your challenge to the agency that contributed the questioned information. If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at <https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-asked-questions>. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenge entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR16.30 through 16.34).
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

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.

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.

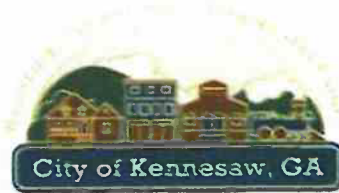
Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 through 16.33 or review the FBI website.

+ Dalbag Singh
Signature of Applicant

10/22/2025
Date

DALBAG SINGH
Printed Name

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Permit No. A- <u>251</u>
Renewal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CONSENT FOR BACKGROUND CHECK

I hereby authorize the City of Kennesaw to conduct an inquiry for the purpose listed below using GCIC Purpose Code E and receive any Georgia and/or National criminal history record information as authorized by the State and Federal Law. *City of Kennesaw Ordinance 22-9 and 6-35*

Full Name: DALBAG SINGH		Social Security Number: [REDACTED]
Address: <small>Street Address</small> 1211 NOBLE LANE		<small>Apt/Suite</small>
City, State MARIETTA, GEORGIA		Zip 30062
Sex: MALE	Race: USA	Date of Birth: [REDACTED]

This authorization is valid for 364 days from today's date.

+ Dalbag Singh 10/22/2025
 Applicant Signature Date

Have you ever been arrested, charged and/or convicted of a crime in this country or any other country for any offense in the last five (5) years? Yes No

If yes, please fill out the chart below:

List all arrests within the last five (5) years regardless of the disposition of the case:			
<u>Date of Arrest</u>	<u>Offense/Charge</u>	<u>Arresting Agency</u>	<u>Disposition</u>

GEORGIA DRIVER'S LICENSE

DRIVER'S LICENSE

DL



USA
GA

Governor: *Bill*

4d DL NO. [REDACTED] 3 DOB [REDACTED]
9 CLASS C 4b EXP [REDACTED]
2 DALBAG
1 SINGH

8 1211 NOBLE LN NE
MARIETTA, GA 30062-1410
COBB

12 REST A
9a END NONE
4a ISS 02/21/2023
15 SEX M 18 EYES BLK
16 HGT 6'-02" 17 WGT 230 lb

Commissioner: *Stephen R. Moore*



Debbag Singh

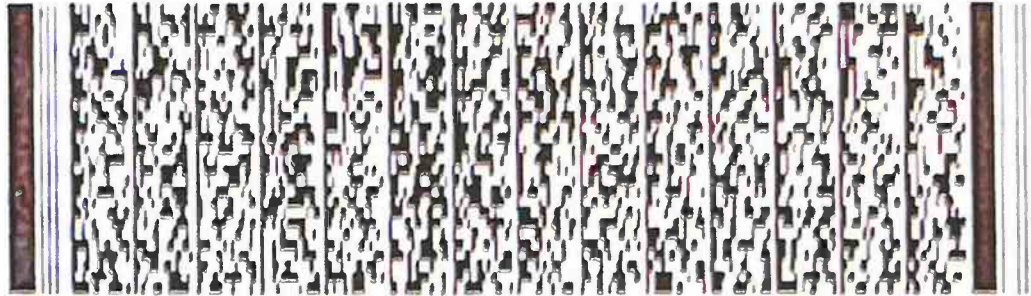
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01/02/2019

www.dds.georgia.gov



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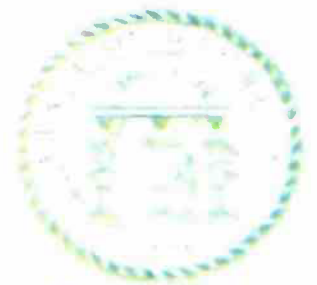
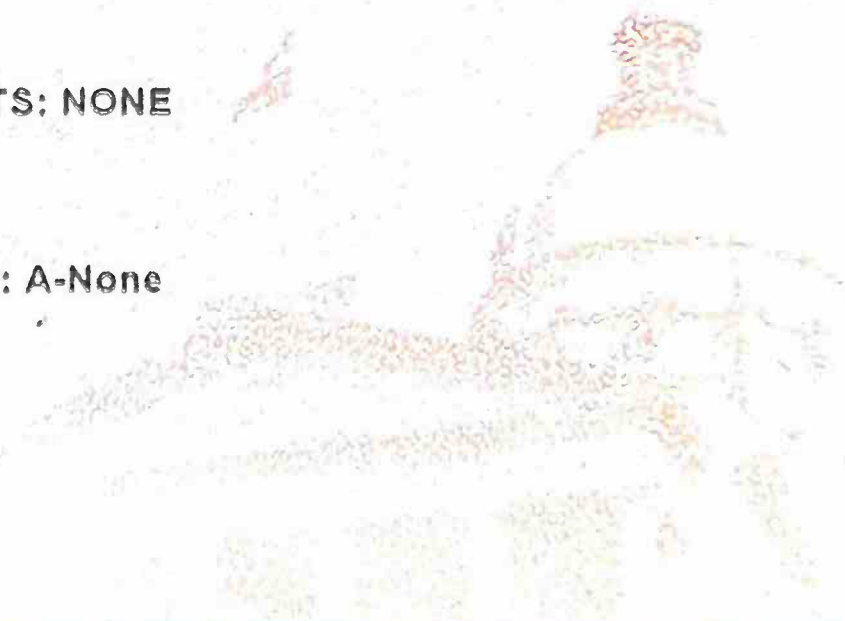


MEDICAL INFORMATION: NONE

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

ENDORSEMENTS: NONE

RESTRICTIONS: A-None



DOB: [REDACTED]

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

ONE STOP GAS INC
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **10/31/2023** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **11/01/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 10/31/2023 3:38:22 PM

BUSINESS INFORMATION

CONTROL NUMBER 23227370
BUSINESS NAME ONE STOP GAS INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 10/31/2023
SHARES 100

PRINCIPAL OFFICE ADDRESS

ADDRESS 2520 COBB PKWY NW, KENNESAW, GA, 30152, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DALBAG SINGH	1211 NOBLE LN NE, MARIETTA, GA, 30062, USA	Cobb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
DALBAG SINGH	INCORPORATOR	1211 NOBLE LN NE, MARIETTA, GA, 30062, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE DALBAG SINGH
AUTHORIZER TITLE Incorporator

Date of this notice: 11-02-2023

Employer Identification Number:
93-4229514

Form: SS-4

Number of this notice: CP 575 A

ONE STOP GAS INC
% DALBAG SINGH
1211 NOBLE LN NE
MARIETTA, GA 30062

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4229514. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120

04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ONES. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Training Institute for Responsible Vendors, Inc.

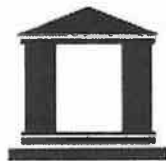
certifies that

Dalbag Singh

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

In witness thereof the undersigned have affixed their names
this 23rd day of October, 2025

Seal




President

ALCOHOL BEVERAGE SURVEY
 MK GROUP
 LAND LOT 167 DISTRICT 20 SECTION 2
 COBB COUNTY, GEORGIA ~ CITY OF KENNESAW
 ADDRESS: 2520 NORTH COBB PARKWAY,
 MARIETTA, GA 30062



NOTES:

1. THIS PARCEL IS ZONED HGB - HIGHWAY GENERAL BUSINESS
2. THE IMMEDIATE ADJOINING TRACTS ARE ZONED AS COMMERCIAL (CBD & GC)

NOTE:

ALL MEASUREMENTS ARE BASED ON A PATH TRAVERSED BY VEHICLE ALONG A PUBLIC ROAD BETWEEN THE FRONT DOOR OF THE BUSINESS TO A POINT AT THE FRONT DOOR OF THE MAIN STRUCTURE AND ARE BASED ON FIELD VERIFIED SATELLITE IMAGERY.

PROJECT INFORMATION
 FILE: 24-389
 DATE: 10/30/2025
 SCALE: 1"=200'



NOTES:

- ① NEAREST SCHOOL GROUND IS PRINCETON PREPARATORY SCHOOL AT 2721 SUMMERS ST. HAVING A TRAVEL PATH DISTANCE OF +/-1,980 FROM THE FRONT DOOR OF THE ESTABLISHMENT TO THE SCHOOL PROPERTY.
- ② NEAREST SINGLE FAMILY RESIDENTIAL ZONE IS 2491 KENNESAW DUE WEST RD. HAVING A TRAVEL PATH DISTANCE OF +/- 770' FROM THE FRONT DOOR OF THE ESTABLISHMENT TO THE RESIDENTIAL PROPERTY LINE.
- ③ NEAREST PLACE OF WORSHIP IS MISSION FOR LIFE AT 2655 COBB PKWY NW HAVING AN APPROXIMATE TRAVEL PATH OF +/-3,650' FROM THE FROM THE FRONT DOOR OF THE ESTABLISHMENT TO THE PROPERTY LINE.



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (this "Lease") is made and entered as of the Effective Date by and between Landlord and Tenant.

**ARTICLE 1
DEFINITIONS**

As used in this Lease, the following terms shall have the respective meanings set forth in Article 1 below. Other terms are defined elsewhere in this Lease. If there are any conflicts between the terms in this Article 1 and the terms in the remainder of the Lease, the terms in this Article 1 shall govern and control.

Effective Date (also known as the date of this Lease):	November 20, 2025
Landlord:	KHEHRA INVESTMENTS LLC, a Georgia limited liability company
Lender:	Any person or entity which made or makes a loan to Landlord, secured by a Security Instrument
Security Instrument:	A deed to secure debt, mortgage, deed of trust or similar security instrument, security agreement or UCC financing statement, now or hereinafter encumbering the Premises, and any modifications, renewals, consolidations, extensions, or replacements of any of the foregoing, and all advances made or hereafter to be made upon the security thereof
Tenant:	ONE STOP GAS INC, a Georgia limited liability company
Guarantors:	DALBAG SINGH
Premises:	<p>The term, "LOCATION" shall mean the business to be located at 2520 Cobb Parkway NW, Kennesaw, and state of Georgia.</p> <p>The Land, Improvements and Personalty, collectively included in the Shopping Center and as such terms are defined below.</p> <p>"Land" means that certain lot, tract or parcel of land, bearing a street address of 2520 Cobb Parkway NW, Kennesaw, Ga 30152, together with all of Landlord's easement rights and appurtenances thereto;</p> <p>"Improvements" mean all buildings (singularly or collectively, the "Buildings"), structures, improvements and fixtures now existing or hereafter situated on the Land, including without limitation, all canopies, lighting, electrical, mechanical, plumbing, heating, ventilation and air conditioning systems.</p> <p>"Personalty" means all equipment and other personal property owned by Landlord and situated on the Land, together with all additions and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease.</p> <p>The term, "Premises" shall mean the 2520 Cobb Parkway North NW, Kennesaw, Ga 30152 with the following approximate area:</p> <p>Building; Approximately Premises Area: 5,100 Square Feet</p>

Initial Term and Term:	<p>The period of time commencing on the Rent Commencement Date of this Lease and terminating on the last day of the sixtieth (60th) full calendar month following the Rent Commencement Date, unless this Lease shall sooner terminate or be extended as provided herein; provided, however, if the Rent Commencement Date is not the first day of a month, then the Initial Term shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and thereafter for 60 months (the “Initial Term”). Upon Landlord's written request, Tenant shall promptly execute and deliver to Landlord documentation confirming the date of Landlord's delivery of the Premises to Tenant, the Rent Commencement Date and Expiration Date of the Term of this Lease; provided, however, execution and delivery of such documentation shall in no event delay any such dates.</p> <p>Reference to the Term shall mean the Initial Term and Renewal Terms (if any and if applicable).</p>
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Lease Year:	<p>“Lease Year 1” means the period beginning on the Rent Commencement Date and ending on the last day of the 12th full calendar month thereafter; provided, however, if the Rent Commencement Date is not the first day of a month, then Lease Year 1 shall commence on the Rent Commencement Date and shall continue for the balance of the month in which the Rent Commencement Date occurs and for a period of 12 full calendar months thereafter. “Lease Year” means each successive 12 month period after Lease Year 1 occurring during the Term.</p>
Renewal Options and Renewal Terms (if any):	<p>Two options for five years(each being the “Renewal Option”), N/A (the “Renewal Term”)</p>
Renewal Notice Deadline:	<p>Not more than 240 days, and not less than 180 days prior to the expiration of the Initial Term or the immediately succeeding Renewal Term, as applicable</p>

Rent Commencement Date:	<p>The “Rent Commencement Date” shall be March 1, 2026.</p>
Possession Date:	<p>The “Possession Date” shall occur upon delivery of the Premises by the Landlord to the Tenant, which shall be no later than five business days after this Lease is executed by both parties.</p>
Expiration Date:	<p>The last day in the last month of the Term or Renewal Term, as applicable</p>
Lease Commencement Date:	<p>The Lease will commence upon Possession Date.</p>

Late Charge:	<p>The greater of [REDACTED] of the unpaid Rent</p>
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Security Deposit:	██████████
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Minimum Base Rent for Initial Term:	The sum due and payable during the Initial Term, as set forth below	
Period:	Monthly Base Rent	Annual Base Rent
March 1, 2026 – April 1, 2031	██████████	██████████
April 1, 2031 – May 1, 2036	██████████	██████████

Minimum Base Rent for Renewal Terms (if any):	The sum due and payable during the Renewal Term(s), as set forth below		
		Monthly Base Rent	Annual Base Rent
N/A	N/A	N/A	N/A

Additional Rent:	The Base Rent includes Additional Charges further defined in Section 12 of this Agreement.
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Prepaid Rent:	One month base rent upon signing of this Lease.
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Permitted Use(s):	Use exclusively for the operation of an C-Store with Gas Station and no other purpose
Tenant's Trade Name:	ONE STOP GAS INC

Tenant's Address for Notices:	2520 Cobb Parkway NW, Kennesaw, Georgia 30152
Landlord's Address for Notices:	KHEHRA INVESTMENTS LLC 1211 Noble Ln, Marietta, GA 30066

Exhibits:	<u>Exhibit A – Special Stipulations</u> <u>Exhibit B – Landlord's Work</u>
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	<u>Exhibit C - Guaranty</u> The Exhibits enumerated above (if any) are made a part of this Lease.
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ARTICLE 2
TERMS AND CONDITIONS

1. DEMISE. Landlord, for and in consideration of the rents, covenants and other payments hereinafter to be paid, observed, performed and fulfilled by Tenant, has demised and leased to Tenant, and Tenant, by these presents, does hereby rent and take the Premises from Landlord, subject to any state of facts that an accurate survey and inspection would show; to zoning ordinances affecting the Premises, to general utility, sewer and drainage easements of record, and to other easements, restrictions and encumbrances appearing in the public records of the county where the Land is situated on the Effective Date, to have and to hold for the Term.

2. TERM; ACCEPTANCE OF PREMISES. The Term of this Lease shall be effective on the Rent Commencement Date and continues thereafter through and until 11:59 p.m. on the Expiration Date. Tenant shall have and hold the Premises for the Term, unless sooner terminated or extended as hereinafter provided. Tenant shall take and accepts the Premises upon the terms and conditions herein contained and in its condition, and hereby stipulates that the Premises are suited for the use intended by Tenant, except as may be otherwise expressly provided in this Lease. Tenant agrees that Landlord has made no representations and/or warranties, express or implied, with respect to the Premises; that it has examined the Premises and is fully satisfied with the condition of the Premises, including but not limited to the economic viability, profitability or business potential of the business thereon; and that it is solely relying on the results of its own investigation relative to the entry of this Lease. **Tenant has inspected the Premises and as of Possession Date, the Tenant accepts the Premises in their present as-is condition and as suited for uses intended by Tenant.** No easement for light or air is included in the Premises, and outside storage is prohibited.

3. RENT. During the Term, Tenant covenants and agrees to pay to Landlord, without notice, demand, setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, the sums designated as Rent for the respective periods, as set forth in Article 1. References to "**Rent**" shall mean the sums designated in Article 1 as Base Rent and Additional Rent. Rent shall be paid in lawful money of the United States, at Landlord's Address for Notices; provided, however, Landlord reserves the right to collect Rent by electronic means, including electronic funds transfer or ACH, and Tenant hereby covenants and agrees, from time to time, to execute any and all documents required to facilitate payment by such means. Tenant shall commence payment of Rent on the Rent Commencement Date. Unless otherwise provided by this Lease, all amounts due from Tenant to Landlord for Rent shall be payable on or before the fifth (5th) calendar day of each and every calendar month hereunder, in advance; provided, however, Rent shall be prorated for a partial month. It shall be Tenant's responsibility to ensure that Rent payments are received by Landlord on or before the date when such payments are due. Payments that are mailed are done so at Tenant's sole risk and, regardless of when a payment is mailed, payment shall not be deemed received by Landlord until the payment is actually in Landlord's possession. If Landlord fails to receive all or any portion of Rent by its due date, Tenant shall pay a Late Charge to Landlord, as Additional Rent, such amount being an administrative charge payable to Landlord to handle the additional costs incurred by Landlord in connection with such late payment, together with interest on the amount of Rent due at the rate of one and a half percent (1.50%) per month (the "**Default Rate**"), calculated from the due date of the delinquent Rent through the date of payment thereof. Nothing in this Section shall authorize Tenant to pay Rent later than the due date, and acceptance of a late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease, at law or in equity. Should Landlord, at its option, either extend the time of payment or accept partial Rent payment due, neither of such actions shall prejudice Landlord's right to subsequently insist upon Tenant's strict compliance with the requirements hereof, and Landlord's acceptance of any partial Rent payment shall be without prejudice to Landlord's right to recover the balance of Rent then owing or to pursue any remedy provided for in this Lease. Should Tenant present a check to Landlord that is returned by Tenant's bank for any reason or should an electronic payment not clear, post or be valid for any reason, Tenant agrees to pay Landlord, on demand, a service charge not to exceed \$100.00 or five percent (5%) of the face amount of the check or insufficient electronic payment, whichever is lesser, plus an amount equal to any bank fee charged to Landlord, and, at Landlord's option, all future payment of Rent shall be by cashier's check only.

4. SECURITY DEPOSIT. Tenant shall deposit the Security Deposit with Landlord on or prior to the Effective Date, which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If the Rent or Additional Rent shall be unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the Security Deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the Rent, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the Security Deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the Security Deposit shall be returned in full to Tenant within thirty (30) days after the Expiration Date, or sooner date of termination of this Lease pursuant to agreement of the parties, and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. In the event of a sale of the Premises, subject to this Lease and transfer of the Security Deposit to the new landlord, Landlord shall be released from all liability for the return of the Security Deposit and Tenant shall look solely to the new landlord for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

5. UTILITIES. During the Lease Term, Tenant shall open its own accounts for utilities serving the Premises, including without limitation, gas, electricity, and all other utilities required by Tenant for the Premises. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. Landlord shall not be liable for any interruptions in utility services, which are due to fire, accident, strike, acts of God, or other causes beyond the reasonable control of Landlord. Notwithstanding the foregoing, Landlord shall provide water, sewer, and sanitation and Tenant shall pay for it as Additional Rent.

6. USE OF PREMISES. The Premises shall be used for the Permitted Use(s) and no other. The Premises shall not be used for any illegal purposes, or in any manner to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant covenants and agrees that it will not use, or suffer, or permit any person, firm or entity to use the Premises or any portion thereof in violation of the laws of the Governmental Authorities (as defined in Section 34 hereof). Tenant will operate Premises under Tenant's Trade Name and will keep the Premises fully-stocked with merchandise with an adequate supply of merchandise and products for the Permitted Use. Tenant, at Tenant's expense, shall be responsible to procure and maintain all state and local licenses and permits that may be required for Tenant to operate the Premises for the Permitted Use(s). Tenant is strictly prohibited from operating a hair salon, barbershop, vape shop, night club/lounge, and/or a retail store. Tenant may not sell CBD, tobacco products, Georgia Lottery Tickets, or operate Coin Operated Amusement Machines at the Premises. Tenant shall not at any time abandon the Premises, but shall in good faith continuously throughout the Term of this Lease conduct and carry on in the Premises the type of business for which the Premises are leased. This Lease shall be deemed and construed to be a "net lease" and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth in this Lease. Landlord reserves the right to promulgate reasonable rules and regulations, which in Landlord's sole judgment may, from time to time, be needed for safety, care and cleanliness of the Premises, and for the preservation of good order therein. Such rules and regulations shall be effective upon notice to Tenant.

7. CARE OF PREMISES. Tenant assumes the sole responsibility for the condition, use, operation, maintenance, repairs, replacement and management of the Premises, and Landlord shall have no responsibility in respect thereof and shall have no liability for damages to the property of Tenant or any Tenant or anyone claiming by, through or under Tenant for any reason whatsoever, unless such damage is caused by the gross negligence or willful misconduct of Landlord, provided that such gross negligence or willful misconduct shall not entitle Tenant to abate, suspend, defer, diminish or reduce the payment of Base Rent or Additional Rent. All costs and expenses (other than depreciation, interest on and amortization of debt incurred by Landlord, and costs incurred by Landlord in financing or refinancing the Premises) and other obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration of the Term in accordance with the provisions hereof (whether or not the same accrue or shall become payable before or during the Term or thereafter) shall be paid and performed by Tenant. Any and all repairs, replacements, rebuilding, painting, cleaning and maintenance of the Premises shall be performed with materials and labor of the kind and quality equal or superior to the original work. Tenant shall maintain the Premises in good order

and repair, including but not limited to: the heating and air conditioning equipment, fixtures and systems, including, but not limited to, replacement of parts, compressors, air handling units and heating units (whether or not located entirely within the Premises); electrical systems (including wiring, bulbs and ballasts); plate glass; adjusting or replacing doors; plumbing (including stoppages outside the Premises caused by the business of, or negligence of Tenant, its agents, employees, or invitees); hot water heaters; sprinkler systems (if any); and all other improvements located on the Premises, except those repairs expressly required to be made by Landlord. Tenant shall keep in force at all times during the Term of this Lease a service and maintenance agreement for semi-annual inspection and servicing on all heating, ventilating and air conditioning equipment and provide a copy of said agreement to Landlord within five (5) day after notice of a request for same. Tenant agrees to return the Premises to Landlord at the expiration of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty and permitted improvements by Tenant or subtenants hereunder alone excepted. Any personal property of Tenant not removed within ten (10) days following the expiration or earlier termination of this Lease shall be deemed to have been abandoned by Tenant and shall, at Landlord's option, become the property of Landlord, and may be retained or disposed of by Landlord, as Landlord shall desire. If Tenant does not repair or maintain the Premises and the contents thereof promptly as required hereunder and to the reasonable satisfaction of Landlord, or if Landlord, in the exercise of its reasonable discretion, determines that emergency repairs for which Tenant is responsible are necessary, or if repairs to or maintenance of the Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then, in any of such events, Landlord may make such repairs or perform such maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and Tenant shall pay to Landlord upon demand, as Additional Rent, the reasonable cost thereof plus interest thereon at the rate of fifteen percent (15%) per annum from the date such cost is incurred by Landlord until paid by Tenant.

8. ALTERATIONS. Tenant shall not make any alterations, additions, or improvements to the Premises (the "Remodeling") without the prior written consent of Landlord, which consent shall not be unreasonably denied, withheld or conditioned by Landlord. All approved Remodeling will be performed in a good and workmanlike manner, in conformity with all laws, and by a contractor reasonably satisfactory to Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any Remodeling (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All Remodeling, which Landlord has not required Tenant to remove, shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's trade fixtures or other personal property, which can be removed without damage to the Premises.

9. TENANT IMPROVEMENTS. Unless stated otherwise in this Lease as Landlord's Work, the Tenant shall be responsible for the interior improvements to the Premises, at Tenant's sole cost, and expense, improve, fixture, equip, stock and decorate the Premises ("Tenant's Work") to the end that the Premises and Tenant's business therein will be a first-class facility in Tenant's business category. Notwithstanding the foregoing, Tenant shall be obligated to submit its construction plans to Landlord prior to beginning Tenant's Work. Tenant acknowledges and agrees that Tenant shall not perform any construction staging or place any materials related to Tenant's Work in any of the Common Areas of the Shopping Center. With respect to Tenant's initial construction of the Premises and any of Tenant's Work, Tenant shall keep the Common Areas clean and free of any and all trash and/or construction debris resulting from Tenant's Work. Further, Tenant acknowledges and agrees that Tenant (i) shall remain solely responsible for removing from the Shopping Center any and all trash and/or construction debris generated by Tenant's Work on a daily basis, and (ii) shall not provide or utilize any dumpster or other trash receptacle located in any of the Common Areas for disposal of any items related to Tenant's Work. If Tenant fails to comply with the terms of the immediately preceding sentence, then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand. In the event that Tenant or Tenant's contractors, employees, or agents cause either directly or indirectly any damage (such damage may be, by way of example and not limitation, damage to asphalt, curbs, gutters, roofs, or parapet) to the Common Areas and/or any other tenant building or premises, Tenant shall pay, within ten (10) days of receipt of written notice from Landlord, all sums required by Landlord to correct and repair such damage. If Tenant fails to pay any such sums within said ten (10) day period, Tenant shall be in default pursuant to this Lease. Within ten (10) days after completion of Tenant's Work, Tenant shall obtain an affidavit and final and unconditional lien waiver in a form prescribed by Landlord (the "Affidavit and Waiver") from each and every

contractor and/or subcontractor who has performed any of Tenant's Work in and around the Premises. Tenant must open for business within 90 days of Rent Commencement Date.

10. LANDLORD'S WORK. Landlord will deliver the Premises in its current as is condition.

11. INTENTIONALLY OMITTED.

12. ADDITIONAL CHARGES. Throughout the term hereof, Landlord agrees to include the following additional charges as part of the base rent but reserves the right to charge Tenant for the Additional Charges should Tenant default on this Lease Agreement at any time: (collectively referred to in this Lease as "Additional Charges")

- a. Operating Expenses (as defined in paragraph 13 of this Lease);
- b. Property Taxes (as defined in paragraph 14 of this Lease); and
- c. Premiums on property and casualty insurance that may be carried by Landlord, at its sole discretion, with respect to the Premises and/or the Shopping Center, and Landlord's liability insurance with respect to the Shopping Center.

Tenant's proportionate share of Additional Charges shall be determined by dividing the gross rentable area of the Premises by the gross rentable area of the Shopping Center. Tenant shall pay to Landlord, on the first day of each month in advance, such amount as Landlord shall estimate to be equal to one-twelfth (1/12) of Tenant's annual share of Additional Charges. Landlord shall, prior to the beginning of each calendar year, estimate the expected Additional Charges for such calendar year and Tenant's Proportionate Share thereof, one twelfth (1/12) of which shall constitute the monthly installments for such year in lieu of, but never lower than, the monthly installments specified in Section this Lease. Within one hundred eighty (180) days after the end of each calendar year, Landlord shall advise Tenant of the actual Common Area Charges paid or payable during the prior calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual Proportionate Share for said year. However, Landlord's failure to provide such statement of Common Area Charges by the date provided herein shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Additional Charges, or constitute a waiver of Landlord's right to bill and collect such Proportionate Share of Additional Charges from Tenant in accordance with this Section.

Additional Charges shall be prorated during the first and last years of the lease term based on the portion of the term which is included within the calendar year. As soon as practical after the end of each calendar year, or at such other times as Landlord deems necessary, Landlord shall estimate Tenant's proportionate share of Additional Charges. Tenant's obligation to pay Additional Charges shall survive the expiration or sooner termination of this Agreement. If a sales or rent tax is ever imposed upon net payments or upon Landlord based upon charges paid by Tenant to Landlord (excluding income, business, inheritance, estate, gift, franchise and corporation taxes), Tenant shall pay the same as additional rent.

13. OPERATING EXPENSES. Operating Expenses may include, without limitation, all charges and expenses incurred for operating, managing, equipping, lighting, painting, cleaning, repairing, replacing, resurfacing, and maintaining the exterior of Shopping Center (and placing and keeping the same in compliance with existing and future laws and regulations), including (but not limited to) the driveways, parking lots, parking lot signs, sidewalks, landscaping, and other common areas. Landlord in their sole discretion has the authority to determine what Operating Expenses to incur.

14. PROPERTY TAXES. Property Taxes shall include all real estate taxes, assessments, and governmental charges (including any special taxes or assessments) levied against the Shopping Center or the tax parcel which includes the Premises. Landlord may, at its option, contest any and all such taxes, assessments, or charges, and the cost for any such protest shall be considered part of the Property Taxes.

Tenant shall pay all taxes levied against its personal property located in the Premises directly to the taxing authority.

15. INSURANCE. Tenant shall maintain in full force during the term hereof (i) Commercial General Liability insurance, including Contractual Liability, with coverage in amounts not less than \$1,000,000 for Bodily Injury and

Property Damage Liability each occurrence, \$1,000,000 for Personal and Advertising Injury Liability, \$2,000,000 General Aggregate and \$1,000,000 Products and Completed Operations Aggregate naming Landlord, Landlord's management agent and, if required, Landlord's lender, as additional insureds by endorsement unless Tenant's primary policy provides such coverage; (ii); (iii) contents insurance on Tenant's trade fixtures, equipment, inventory, and any other business personal property on a Replacement Cost basis in an amount equal to 100% of the Replacement Cost value thereof; (iv) \$1,000,000 Automobile Liability insurance for Owned, Hired, and Non-Owned vehicles; (v) so-called "dram shop" insurance in an amount not less than \$1,000,000 per occurrence if Tenant's permitted use allows the sale of beer, wine and/or alcohol in the Premises; and (vi) insurance with respect to the risks assumed under this Lease. Such insurance shall be non-cancelable except after thirty (30) days written notice to Landlord, and shall be provided by insurance companies rated no less than A, Class VI, in the current Best's Guide. Such policies or duly executed certificates of insurance shall be delivered to Landlord prior to the commencement of this Lease, and renewals thereof shall be delivered to Landlord at least thirty (30) days prior to the expiration of the respective policy terms. The proceeds of such insurance shall not be used, except with the consent of Landlord, for any purpose other than (i) the repair or replacement of property situated within the Premises including those repairs required to be made by Tenant as set forth in this Lease, and (ii) for third party liability. Tenant hereby waives all subrogation rights of its insurance carriers in favor of Landlord, its partners, officers, employees and agents, and Tenant shall obtain from its insurer a waiver of subrogation in favor of Landlord and such other parties as Landlord designates as additional insureds with respect to all such insurance.

16. COMMON AREA USE. Landlord hereby grants to Tenant a non-exclusive license to use the parking lot, sidewalks, and other common areas of the Shopping Center, as they are now or may be from time to time constituted. Landlord shall have the unrestricted right to construct additional improvements in the Shopping Center or to increase, reduce, eliminate, relocate or change the size, dimensions, design or location of any entrances, driveways, parking or sidewalk areas, as well as all other common areas, buildings, or other improvements in the Shopping Center from time to time and in any manner Landlord deems appropriate; provided, however, that Landlord shall not be allowed to relocate the Premises. Tenant agrees that its use of the common areas, including parking by Tenant and its employees, will be in accordance with such regulations as may be promulgated by Landlord from time to time.

Tenant's license is limited to use of the designated common areas in common with Landlord, the other occupants of the Shopping Center and their invitees, and other parties to whom Landlord has granted or will grant the right to use the common areas. Tenant shall not make any use of the common areas which shall interfere with the use of the common areas by others. Tenant agrees that it will not: place or maintain any merchandise, vending machines, or other articles outside the Premises; permit any sound system audible or objectionable advertising medium visible outside the Premises; permit or cause odors to emanate from the Premises; solicit business in the common areas or distribute advertising material in any common areas; permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor; or permit any use of vehicles which will interfere with the use of any common areas.

17. DESTRUCTION OF OR DAMAGE TO PREMISES. Should the Premises or any part thereof be damaged or destroyed by fire or other casualty covered by insurance policies applicable to the Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers all of the necessary proceeds for rebuilding from such insurance, repair and/or rebuild the Premises with reasonable diligence. Landlord's obligation to rebuild or repair is subject to and conditioned upon the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds and shall be limited to the condition originally provided by Landlord at the time of the Term commencement. In the case of damage or destruction to the Premises, if the Landlord fails to return the Premises to the condition in a similar condition originally provided by Landlord at the time of the Term commencement within 12 months of the damage or destruction, then the Tenant shall be permitted to terminate this Agreement by providing 30 days' notice to Landlord. Tenant acknowledges and agrees that Landlord shall not be obligated to repair, rebuild, or replace any property belonging to Tenant or any improvements to the Premises furnished by and/or for Tenant. If there should be a substantial, material interference with the operation of Tenant's business in the Premises as a result of such damage or destruction which requires Tenant to temporarily and/or partially close its business to the public, the Minimum Annual Rent shall abate to the extent of such reasonable closing of Tenant's business. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall repair, redecorate and refixture the Premises, and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, and the proceeds of all insurance carried by Tenant on its property, decorations, improvements, fixtures and contents in the Premises shall be held in trust by Tenant for such purposes. Tenant agrees to commence such work within ten (10) days after the date of such damage or destruction, or the date Landlord completes any reconstruction required to be completed by it pursuant to the above

referenced obligations, whichever date is later, and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be done within a period of sixty (60) days after it is required to commence such work.

Notwithstanding anything to the contrary contained in this Section or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant if: (a) the Premises is damaged or destroyed as a result of a risk which is not fully covered by Landlord's insurance; (b) the Premises is damaged and the cost to repair the same exceeds twenty-five percent (25%) of the then replacement cost of the Premises; (c) the Premises is damaged during the last year of the Term; (d) the building of which the Premises is a part shall be damaged to the extent of twenty-five percent (25%) or more of the then replacement cost thereof (whether the Premises is damaged or not), (e) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an integral unit or, (f) Landlord's mortgagee(s) do not permit insurance proceeds to be used for restoration purposes. Except to the extent specifically herein provided, none of the Rent payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to, or destruction of, the Premises by any cause whatsoever. Landlord is not required to repair and/or rebuild any part of the Shopping Center prior to receiving all of the insurance proceeds necessary for said restoration.

18. CONDEMNATION. Should the Shopping Center or the Premises or any part of either be taken by eminent domain or condemnation or by agreement between Landlord and those authorized to exercise said rights (all such procedures being herein collectively called "Condemnation") and the part remaining, if any, after such Condemnation is, in Landlord's reasonable opinion:

(a) Not reasonably suitable for the permitted use specified in Section 2.6 for which the Premises were leased, this Lease shall terminate upon possession of the Premises by the Condemnation authority and Minimum Annual Rent and any other monies shall be accounted for between the Parties as of the date of said possession.

(b) Reasonably suitable for the permitted use, then Landlord, at its own expense shall, upon receipt of the Condemnation award, restore the remaining portion of the Premises and the Minimum Annual Rent shall be proportionately adjusted if the area of the Premises is changed. Said restoration shall be: subject to the written consent of Landlord's mortgagee(s) who have a prior right to such award; limited to the condition originally provided by Landlord at the time of the Term commencement; and, limited in cost to the net proceeds of the Condemnation award received and retained by Landlord for the Premises.

(c) Reasonably suited for said permitted use, but such event occurs during the last year of the Term, Landlord may, at Landlord's sole option, elect to follow the provisions of either A or B above.

19. ASSIGNMENT AND SUBLETTING. Tenant shall not, without the prior, written consent of Landlord, which consent shall not be unreasonably denied, assign, sublet, hypothecate, offer for management by another, or otherwise transfer this Lease or any interest hereunder, sell the business at the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant (each of which shall be referred to as a "Lease Transfer"). A single transaction or a series of transactions in which more than a five percent (5%) interest in Tenant, whether stock, partnership interest, limited liability company membership interest, or otherwise, is transferred, diluted, reduced or otherwise affected, shall constitute a Lease Transfer, requiring Landlord's prior written consent, which consent shall not be unreasonably denied, by Landlord. Landlord's consent to a Lease Transfer shall not impair this provision and all later Lease Transfers shall be made likewise only on the prior, written consent of Landlord, which consent shall not be unreasonably denied by Landlord. The assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall release or discharge Tenant of any liability hereunder. Any request by Tenant for approval for a Lease Transfer shall be accompanied by a processing charge, payable to Landlord, in the amount of up to Three Thousand Five Hundred and 00\100 Dollars (\$3,500.00) to cover Landlord's actual legal fees to prepare the documents to evidence the Lease Transfer. Landlord reserves the right to require a Security Deposit in an amount to be determined by Landlord in its sole and absolute discretion, if a Lease Transfer is approved by Landlord.

20. EVENTS OF DEFAULT.

(a) The occurrence of any one or more of the following events during the Term of this Lease shall constitute an event of default under this Lease on the part of the Tenant:

(i) Any part of the Rent or other monies payable as Rent, required to be paid by Tenant under this Lease shall at any time be unpaid.

(ii) Except for events enumerated in the other subsections below of this Section 14(a), Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant.

(iii) Tenant fails to open the Premises for business to the general public by the Rent Commencement Date, or Tenant vacates or abandons the Premises.

(iv) The estate created in Tenant or any Guarantor hereof is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant or any Guarantor hereof is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation continues for a period of thirty (30) days), or Tenant or any such Guarantor makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as such obligations become due, or is adjudicated a bankrupt, or Tenant or any such Guarantor institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein Tenant or any such Guarantor seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant or any such Guarantor under any such insolvency or bankruptcy law and such proceeding not be removed within ninety (90) days thereafter. If any insolvency proceedings, such as those referred to in this Section 14(a)(iv), are instituted against Tenant, the Premises shall not become an asset in any such proceedings.

(v) A Lease Transfer shall occur without Landlord's prior written consent.

(vi) Tenant or any Guarantor of Tenant's obligations shall file a petition or be judged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for the benefit of creditors.

21. REMEDIES UPON DEFAULT.

(a) Upon the occurrence of any event of default, Landlord shall have the option to pursue any one or more of the following rights and remedies without any notice or demand whatsoever except as otherwise indicated below:

(i) terminate this Lease by giving Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and Tenant immediately shall surrender the Premises to Landlord on the date specified in such notice; and/or

(ii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises and take possession thereof, and Landlord may rent the Premises upon such terms and conditions as Landlord may deem necessary or desirable in order to relet the Premises. Upon each such reletting, all rents received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rent due hereunder) from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent and any other charges and sums then due and unpaid hereunder; and fourth, the residue, if any, shall be held by Landlord to the extent of and for application in payment of future sums as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Landlord may grant rent concessions and Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Landlord the entire sums then due from Tenant hereunder, Tenant shall pay any such deficiency to Landlord; and/or

(iii) terminate Tenant's right of possession, without terminating this Lease, and Landlord may, as agent for Tenant, enter into and upon the Premises, by force if necessary, and, at Landlord's election, under any available process, and do whatever

Tenant is obligated to do under the terms of this Lease. Tenant shall pay Landlord promptly upon invoice any expenses, including attorney's fees, which Landlord incurs in thus effecting compliance with Tenant's obligations under this Lease, but Landlord shall not be liable for any damages resulting to Tenant from such action, whether caused by the negligence of Landlord or otherwise. No such entry or action by Landlord shall relieve Tenant of the liability for Rent or other sums then accrued or which thereafter accrue; and/or

(iv) terminate this Lease and recover from Tenant all damages Landlord may incur by reason of Tenant's event of default, including, without limitation, a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds) of the excess, if any, of (A) the Rent and all other charges and sums which would have been payable hereunder by Tenant for the period commencing with the day following the date of such termination and ending with the date of termination of the Lease Term over (B) the aggregate reasonable rental value of the Premises for the same period, all of which present value of such excess sum shall be deemed immediately due and payable. In determining the aggregate reasonable rental value pursuant to item (B) above, the parties hereby agree that all relevant factors shall be considered as of the time Landlord seeks to enforce such remedy, including, but not limited to, (A) the length of time remaining in the Term of the Lease, (B) the then-current market conditions in the general area in which the Premises are located, (C) the likelihood of reletting the Premises for a period of time equal to the remainder of the Term of the Lease, (D) the net effective rental rates (taking into account all concessions) then being obtained for space of similar type and size in similar type buildings in the general area in which the Premises are located, (E) the vacancy levels in comparable quality buildings in the general area in which the Shopping Center is located, (F) the anticipated duration of the period the Premises will be unoccupied prior to reletting, (G) the anticipated cost of reletting, and (H) the current levels of new construction that will be completed during the remainder of the Term of the Lease and the degree to which such new construction will likely affect vacancy rates and rental rates in comparable quality buildings in the general area in which the Premises are located. Such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with O.C.G.A. §13-6-7; and/or

(v) pursue any and all other remedies provided or permitted by law or equity, all remedies being cumulative.

(b) Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

(c) Tenant hereby appoints as its agent to receive service of all dispossessory or distraint proceedings, together with notices thereunder, the person in charge of the Premises at the time, or occupying the Premises, and if no person is then in charge of or occupying the Premises, then such service or notice may be made by attaching the same to the main entrance of the Premises, provided that a copy of any such proceedings or notice shall be sent to Tenant in the manner provided for notices hereunder, at the address for notices to Tenant in Article 1.

(d) Any actual costs and expenses incurred by Landlord (including, without limitation, its actual attorneys' fees) in enforcing any of its rights or remedies under this Lease shall be repaid to Landlord by Tenant upon ten (10) days written notice from Landlord. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Rent for the period prior to termination thereof.

22. SIGNAGE. Tenant will not place any sign, banner, decoration, lettering, advertising matter or other thing on the roof of the Shopping Center. Landlord hereby approves Tenant's standard signage, including colors and logos, on the façade of the Premises, which shall be the maximum allowable signage on the façade of the demised premises as permitted by applicable laws, ordinances, zoning conditions, neighborhood associations, and rules. Tenant agrees that it will not erect any other exterior sign without first obtaining Landlord's written consent. Tenant shall also have the right to install its standard signage on any available pylon/monument sign in a size approved by Landlord. Tenant shall be permitted to install a "coming soon" banner 30 days prior to Tenant opening for business and a "grand opening" sign for 30 days after opening for business. Tenant agrees to keep the same in a good state of repair and defend, indemnify and hold Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same, and Tenant shall repair any damage which may have been caused by said installation, existence, maintenance or removal. Upon vacating the Premises, Tenant agrees to remove all signs and simultaneously repair, at Tenant's sole expense, any damage to the Premises or Shopping Center caused by the initial installation and such removal.

23. OUTDOOR SEATING: Tenant may not have outdoor seating in front or rear of the Premises.

24. LANDLORD'S RIGHT OF ENTRY. Landlord shall have the right to enter the Premises at reasonable hours to inspect and examine same, to make repairs, additions, alterations, and improvements, to exhibit the Premises to Landlord's Lenders and prospective Lenders, purchasers or tenants (with respect to tenants, only during the last four (4) months of the Term), and to inspect the Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom, unless such damages are a direct result of Landlord's gross negligence or willful misconduct. During the ninety (90) days prior to the expiration or earlier termination of the Lease Term, Landlord may place a "For Lease" or like sign at the Premises.

25. SUBORDINATION AND ATTORNMENT; ESTOPPEL CERTIFICATE. Tenant agrees that this Lease shall remain subject and subordinate to all Security Instruments and the lien and security interest created thereby and the indebtedness owned to Landlord's Lender. The terms of this provision shall be self-operative and no further instrument of subordination shall be required by any Lender or Security Instrument, and Tenant shall promptly execute and deliver to Landlord such certificate or instrument in writing as Landlord may request, showing the subordination of the Lease to such Security Instrument. If Tenant shall fail at any time to execute and deliver any such certificate or instruments, an event of default shall be deemed to have occurred, and Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver such certificate or instruments on behalf of Tenant as the agent and attorney-in-fact of Tenant, with full power and authority in its name, place and stead, Tenant having constituted and appointed Landlord, its successors and assigns, as its true and lawful attorney-in-fact for that purpose. This power of attorney is coupled with an interest and shall be irrevocable. If the holder of any Security Instrument shall hereafter succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease, then, at the option of such holder, Tenant shall attorn to and recognize such successor as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that may be necessary to evidence such attornment. Tenant shall upon request by Landlord, at any time and from time to time, execute, acknowledge and deliver to Landlord a written statement certifying as follows: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (c) the date to which any Rent and other charges have been paid in advance, if any; and (d) such other matters as may reasonably be requested by the party requesting the certificate, without requiring Landlord to make alterations or improvements to the Premises or modifications to the Lease. Any such statements may be relied upon by Landlord's Lender, the recipient of such statements or their assignees or by any prospective purchaser, assignee or subtenant of the Premises.

26. QUIET ENJOYMENT; LANDLORD'S RIGHT TO CONVEY; SURVIVAL. This Lease shall create the relationship of landlord and tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's prior, written consent, which consent shall not be unreasonably denied, withheld or conditioned by Landlord. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease Term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Landlord shall be entitled to convey and otherwise dispose of the Premises and its entire interest under this Lease, at any time, and thereafter shall not be subject to any liability resulting from any act or omission or event occurring on or after such conveyance, provided that the purchaser, in connection with such conveyance, expressly assumes Landlord's agreements and covenants under this Lease accruing on or after the effective date of the conveyance. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing or in order to perform any act after the expiration or earlier termination of this Lease, including but not limited to the obligations to indemnify under this Lease, shall survive the expiration or earlier termination of the Term, notwithstanding the lack of presence of any express term or provision to that effect.

27. HOLDING OVER. In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a written agreement relative to the possession, signed by Landlord and Tenant, Tenant shall be deemed to be occupying the Premises as a tenant at sufferance at a Base Rent equal to the Base Rent due for the last month of the Lease Term plus fifty percent (50%) of such amount, and Landlord may hold Tenant responsible for any damages that Landlord may sustain as a result of Tenant's failure to make proper delivery of the Premises to Landlord. In no event shall there be any renewal of this Lease by operation of law.

28. ATTORNEY'S FEES. Should Tenant cause Landlord to incur legal fees to enforce any of the provisions of this Lease or reply to letters or other communications from Tenant's attorney, or to preserve and/or enforce its rights as Landlord in any bankruptcy or re-organization proceedings of the Tenant, Tenant shall reimburse Landlord for such legal fees within three (3) days of receipt of demand from Landlord requesting such reimbursement. Landlord may collect such legal fees from Tenant's Security Deposit. In the event court action relating to this Lease is brought by either Party against the other, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees actually incurred, paralegal fees, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts, the amount thereof to be fixed by the court.

29. BROKER'S COMMISSION. Each Party warrants that their were no brokers instrumental in consummating this Lease. Each Party agrees to hold the other Party harmless against any claims for brokerage commissions arising out of any conversations or negotiations had by it with any other broker. The indemnification, terms and provisions of this Section shall survive the expiration or earlier termination of this Lease. (need to clarify)

30. INTENTIONALLY OMITTED

31. ENVIRONMENTAL COMPLIANCE. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority.

- (a) **Tenant's Restriction:** Tenant shall not cause or permit to occur: Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or the Shopping Center, or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.
- (b) **Environmental Clean-up:** Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances. Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities. Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken anywhere in the Shopping Center because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center, Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans. Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section within thirty (30) days following Landlord's request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section.
- (c) **Tenant's Indemnity:** Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises or

from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the Laws and all other environmental laws, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center. Tenant's obligations and liabilities under this Section shall survive the expiration or other termination of this Lease.

32. INTENTIONALLY OMITTED.

33. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia. No conflicts of law rules of any state or country (including, without limitation, State of Georgia conflicts of law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than the State of Georgia.

34. NOTICES. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease ("notice" or "notices") shall be in writing and shall be deemed to have been given, for all purposes (i) three (3) days after having been placed in the United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party; (ii) on the date of hand delivery by commercial courier service; or (iii) one (1) business day after having been deposited with FedEx or UPS or other nationally recognized express courier service, for next business day delivery. Notices shall be given to the parties, respectively, to the addresses set forth in this Lease. Any party may substitute its address by giving ten (10) days' prior notice to the other party in the manner provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Refusal, rejection, or return of any notice otherwise properly delivered shall be deemed to constitute delivery of such notice. Any notice may be given on behalf of any party by its counsel.

35. ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT. This Lease, and the exhibits and attachments hereto (if any), contain the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant. It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this Lease or in any renewals thereof contained, shall extend to and be binding upon the heirs, executors, administrators, successors and permitted assigns of the respective parties hereto, the same as if they were in every case named and expressed.

36. RIGHTS CUMULATIVE; SEVERABILITY; TIME OF THE ESSENCE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given as a matter of laws. If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws of any Governmental Authorities, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease. Time is of the essence of this Lease.

37. WAIVER OF RIGHTS; NO RECORDATION; COUNTERPARTS. No failure of Landlord to exercise any power given Landlord hereunder or to upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Neither this Lease nor any memorandum hereof may be recorded without the Landlord's prior, written consent, which consent may be granted, denied, withheld or conditioned by Landlord in its sole and absolute discretion. This Lease may be executed in multiple facsimiles, photocopy, PDFs, electronic and/or original counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

38. EXCLUSIVE USE. Tenant agrees that their Permitted Use does not have any exclusivity in the Shopping Center.

39. LIMITATIONS ON LANDLORD'S LIABILITY. Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited to its interest in the Premises and any judgments rendered against Landlord shall be satisfied solely out of Landlord's interest in the Premises. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Premises and any judgment so rendered shall not give rise to any right of

execution or levy against Landlord's assets. The provisions hereof shall inure to Landlord's successors and assigns including any Lender.

40. LANDLORD INDEMNIFICATION. Tenant hereby agrees to indemnify, defend and save Landlord and Landlord Parties harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, expert fees and court costs (the "**Indemnified Claims**") on account of (i) any damage or liability occasioned in whole or in part by any use or occupancy of the Premises or by any act or omission of Tenant or any of Tenant Parties; (ii) the use of the Premises by Tenant or any Tenant Parties and conduct of Tenant's business by Tenant or any Tenant Parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Premises; or (iii) any material breach by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease. In case any action or proceeding is brought against Landlord or any Landlord Parties by reason of any such Indemnified Claims, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel approved in writing by Landlord and Landlord's insurance carrier, which approval shall not be unreasonably withheld. Tenant shall not be liable for damage or injury occasioned by the negligence or willful acts of Landlord or its agents, contractors or employees. Tenant's indemnification obligation under this Section 31 shall survive the expiration or earlier termination of this Lease.

41. PERSONAL GUARANTY. In consideration of Landlord's execution of this Lease, the Guarantor(s) identified in Article 1 of this Lease shall jointly and severally, personally guaranty the Tenant's obligations of payment and performance under the terms of the Lease by executing and delivering to Landlord a guaranty agreement contemporaneously with the execution and delivery of this Lease and in the form required by Landlord in its sole and absolute discretion

42. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS LEASE, OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS LEASE, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

43. DEFINITIONS. The term, "**Landlord**", as used in this Lease, shall include the undersigned, its heirs, executors, probate administrators, assigns and successors-in-title to the Premises. The term, "**Tenant**", shall include the undersigned and its heirs, executors, legal representatives and successors, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. In the event that there is more than one entity or person, which are a Tenant to this Lease, then any reference to Tenant shall refer, jointly and severally, to such entities or persons. The terms, "**Landlord**" and "**Tenant**", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties. The term "**law**" or "**laws**" shall mean any present and future laws, constitution, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary of any Governmental Authorities. The term, "**Governmental Authorities**", means any federal, state, county, municipal or other government or governmental or regulatory arbitrator, board, body, commission, court, instrumentality, or other administrative, judicial, quasi-governmental or quasi-judicial tribunal, authority or agency of competent authority that has jurisdiction or authority over the Premises. Further, references to "**person**" or "**persons**" in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever. Whenever the singular number is used in this Lease and when required by the context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

44. REPRESENTATION. The parties acknowledge and agree that Tenant has been advised to seek the advice of legal counsel insofar as this Lease is a binding legal document and, by its signature to this Lease, Tenant acknowledges and agrees that it has consulted separate legal counsel or waived the opportunity for independent legal advice.

45. SPECIAL STIPULATIONS. In the event of any conflict between the terms and conditions of any of the Special Stipulations set forth in Exhibit A attached hereto or itemized below in this Section and the terms and conditions in the main body of this Lease, the terms and conditions of the Special Stipulations shall control.

[Signatures appear on the following page(s). Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, as of the Effective Date.

LANDLORD:

Signed, Sealed and Delivered in the Presence
of:

(Signature)
Unofficial Witness

KHEHRA INVESTMENTS LLC
a Georgia corporation

By: Dalbag Singh
Dalbag Singh, President

TENANT:

Signed, Sealed and Delivered in the Presence
of:

(Signature)
Unofficial Witness

ONE STOP GAS INC
a Georgia limited liability company

By: Dalbag Singh
Dalbag Singh (Owner)

Signed, Sealed and Delivered in the Presence
of:

(Signature)
Unofficial Witness

By: Dalbag Singh
Dalbag Singhj

[SEAL]

Signed, Sealed and Delivered in the Presence
of:

(Signature)
Unofficial Witness

GUARANTORS:

By: Dalbag Singh
Dalbag Singh

Signed, Sealed and Delivered in the Presence
of:

(Signature)
Unofficial Witness

By: Dalbag Singh

DS

**EXHIBIT A
SPECIAL STIPULATIONS**

1. NONE

**EXHIBIT B
LANDLORD'S WORK**

Landlord, at its sole cost and expense, shall provide:

1. NONE



Item Report

TO: The Honorable Mayor and City Council

FROM: Meredith Staton, Assistant Finance Director

DATE: February 2, 2026

TITLE: **Alcohol License: Kennesaw Mart**
 Consideration for approval of a Retail Package Alcohol License for Beer, Wine, and Sunday Sales for Kennesaw Mart 2025, Inc., located at 3055 N. Main Street, Kennesaw, GA 30144. Applicant: Zoheb Bhayani.

Summary:

The applicant has completed the required alcohol workshop per Section 6-69. Signs have been posted, and it has been properly advertised per Section 6-36. The current application and background checks are on file.

A distance survey completed by a certified surveyor indicates the business is within 300 feet of a private residence and within 600 feet of a religious assembly. Sec. 6-42 refers to all locations within 300 feet of a private residence. Sec. 6-43 refers to all locations within 600 feet of a religious assembly. Both sections 6-42 and 6-43 state that Mayor and Council may waive the distance requirement if granting of such a license shall not have any adverse effect on the private residence or the religious assembly.

Recommendation:

The Finance Director recommends approval.

Fiscal Impact:

100.0000.32.1900 Application Fee \$350.00

Attachments:

1. Alcohol License: Kennesaw Mart

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



Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

Alcoholic Beverage License Application
****Requires Approval from Mayor and Council****

Applying for (Check all that apply):	License Type (Choose one):	Type of Establishment (Choose one):	
<input type="checkbox"/> Liquor <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Growler <input checked="" type="checkbox"/> Sunday Sales	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input checked="" type="checkbox"/> Retail Package <input type="checkbox"/> Retail Pouring	<input type="checkbox"/> Restaurant <input type="checkbox"/> Night Club <input type="checkbox"/> Grocery Store <input type="checkbox"/> Lounge <input type="checkbox"/> Private Club	<input type="checkbox"/> Bottle House <input checked="" type="checkbox"/> Convenience Store <input type="checkbox"/> Indoor Entertainment Hall <input type="checkbox"/> Hotel/Motel <input type="checkbox"/> Package Store

Business Information

Full Name of Business: Kennesaw MART 2025 INC

Doing Business As (DBA):

Anticipated start date of business: 11-10-2025

Business Location: Street Address 3055 N main st Suite 108

City, State Kennesaw - GA Zip 30144

Phone: [REDACTED] Email: [REDACTED]

Mailing Address: Street Address 3055 N main st Suite

City, State Kennesaw GA Zip 30144

Business Type: Sole Proprietor Partnership LLP Corporation LLC

If Partnership or LLP, fill out page 3. If Corporation or LLC, fill out page 4.

Location Information

Property Owner of Business Location: HANKSISHWA 108 LLC

Owner's Address: 5585 Fords Crossing Court NW Suite/Apt

City, State Acworth - GA Zip 30101

This location is: New Construction Pre-existing

Do you have a certified survey of the location of the property? Yes No

Does the certified survey indicate that the business is outside of the designated distance of the following?

Private Residence.....300 feet radius	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
School or College.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Church.....600 feet radius	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Public Building.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Hospital.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Public Park.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Day Car Center*.....600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Alcohol or Drug Treatment Center...600 feet radius	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Additional Limitations for Package Stores:

Package Sales- Liquor:

- School or College..... **NOT APPLICABLE** No
- Retail Liquor Package Sales..... **NOT APPLICABLE** No
- Church.....300 feet radius Yes No
- Day Care Center*.....300 feet radius Yes No
- Alcohol or Drug Treatment Center....300 feet radius Yes No

*Must accept GA PreK or HOPE Scholarship Monies AND follow a prescribed State curriculum.

Package Sales-Beer and/or Wine:

- School or College.....300 feet radius Yes No
- Alcohol or Drug Treatment Center....300 feet radius Yes No

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

For Retail Pouring License Applicants:

How many square feet is the dining area? _____

How many square feet is the bar area? _____

NOT APPLICABLE

What % of the total dining space is the bar area? _____

Number of pool tables: _____

Number of video game machines: _____

Size of the dance floor: _____

Amount for cover charge: \$ _____

Will the location have a DJ? Yes No

If yes, how many times per week? _____

Partnership or LLP Information

Partnership or LLP Name:

Partner/Member Name:

NOT APPLICABLE

Position:

% of Ownership:

% of Ownership:

SSN:

SSN:

Date of Birth:

Date of Birth:

Phone:

Phone:

Email:

Email:

Home Address:

Home Address:

City, State:

Zip:

City, State:

Zip:

Partner/Member Name:

Partner/Member Name:

Position:

Position:

% of Ownership:

% of Ownership:

SSN:

SSN:

Date of Birth:

Date of Birth:

Phone:

Phone:

Email:

Email:

Home Address:

Home Address:

City, State:

Zip:

City, State:

Zip:

Partner/Member Name:

Partner/Member Name:

Position:

Position:

% of Ownership:

% of Ownership:

SSN:

SSN:

Date of Birth:

Date of Birth:

Phone:

Phone:

Email:

Email:

Home Address:

Home Address:

City, State:

Zip:

City, State:

Zip:

Attach additional sheets if needed

Corporation or LLC Information

Corporation or LLC Name: Kennesaw Mart 2025 INC	
Partner/Member Name: ZOHEB BHAYANI	Partner/Member Name:
Position: owner	Position:
% of Ownership: 100%	% of Ownership:
SSN: [REDACTED]	SSN:
Date of Birth: [REDACTED]	Date of Birth:
Phone: [REDACTED]	Phone:
Email: [REDACTED]	Email:
Home Address: 2740 east college ave	Home Address:
City, State: Decatur GA Zip: 30030	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:
Partner/Member Name:	Partner/Member Name:
Position:	Position:
% of Ownership:	% of Ownership:
SSN:	SSN:
Date of Birth:	Date of Birth:
Phone:	Phone:
Email:	Email:
Home Address:	Home Address:
City, State: Zip:	City, State: Zip:

Attach additional sheets if needed

If the business listed on page 3 or 4 is owned by another firm

NOT APPLICABLE

Corporate Name:

Position:

% of Ownership:

SSN:

Corporate Name:

Position:

% of Ownership:

SSN:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Position:

% of Ownership:

SSN:

Corporate Name:

Position:

% of Ownership:

SSN:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Partner/Member Name:

Position:

% of Ownership:

SSN:

Date of Birth:

Phone:

Email:

Home Address:

City, State:

Zip:

Attach additional sheets if needed

If any licensee or owner listed on pages 3-4 currently hold any interest in or have ever been associated with any alcoholic beverage establishment, please fill out the information below:

Licensee or Owner Name:	NOT APPLICABLE		
Business Name:			
Address:		Address:	
City, State:	Zip:	City, State:	Zip:
Licensee or Owner Name:			
Business Name:			
Address:		Address:	
City, State:	Zip:	City, State:	Zip:

List the following information for relatives of any licensee or owners who have had any license or any financial ownership or interest in any alcoholic beverage business:

Name:		Name:	
Relationship to owner:		Relationship to owner:	
Home Address:		Home Address:	
City, State:	Zip:	City, State:	Zip:
Business Name:			
Address:		Address:	
City, State:	Zip:	City, State:	Zip:
Name:		Name:	
Relationship to owner:		Relationship to owner:	
Home Address:		Home Address:	
City, State:	Zip:	City, State:	Zip:
Business Name:			
Address:		Address:	
City, State:	Zip:	City, State:	Zip:

Financial Information

Total amount of capital funds to be invested in this business: [REDACTED]

Personal funds invested by Licensee/Owner: [REDACTED]

Personal funds invested by other Owners: [REDACTED]

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:

Lender	Address of Lender	Amount	Date	Interest Rate

Name of CPA or Accounting Firm: Pinnacle Accounting LLC

Address of CPA or Accounting Firm: ^{Street Address} 3250 Peachtree Industrial Blvd

Suite 203 City/State Duluth - GA Zip 30096

What is the estimated gross receipts for this location for the remaining calendar year? \$ [REDACTED]

Management Information

Provide the following information for the person(s) who will manage the business:

Name of Manager: ZOHAB BHAYANI Compensation Amount: [REDACTED]

Mailing Address: ^{Street Address} 3055 N main st ^{Apt/Suite} 51608

City, State Kennesaw - GA Zip 30144

Name of Manager: Compensation Amount:

Mailing Address: ^{Street Address} ^{Apt/Suite}

City, State Zip

Regulatory Disclosures

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:

Regulatory Disclosures

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

Arrested	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Convicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Detained	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Indicted	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Pled Guilty	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Pled Nolo Contender	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
On Probation	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Any Pending Criminal Charges	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If you answered "Yes" to any of these questions, list below in complete detail the names, 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.

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 that was cited, detained, arrested, indicted, or convicted for any offense by any federal, state, county, or city government? 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

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:

20 hours annually - Training on alcohol sales to underaged persons,

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

① Legal Sign verification Signs

② Digital POS verification

Regulatory Disclosures

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

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

Yes No

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 Ordinances and State Law? Please attach all documentation relating to such procedures and include an explanation of their usage.

- ① Training
- ② ~~wa~~ legal age signs

What technology, equipment, and/or 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 case registers that require the date of birth to be entered, cameras, signs, and calendars. Describe below:

POS - and Legal Age signs

List the occupations of the applicant for the past ten (10) years:

From Month/Year- To Month/Year	Employer Name (Company)	City	State	Position Held	Salary
01/2023 to current	ADP Pacific	Covington	GA	Cashier	[REDACTED]
02/2023 / 12/2023	Ace management	Norcross	GA	Sales Rep	
03/2018 to 9/2022	Bombay travels	Bombay	India	Sales Rep	
01/2012 to 2016	campus	Bombay	India	Sales Rep	

List the previous residences of the applicant for the past ten (10) years:

From Month/Year- To Month/Year	Street Address	City	State
2023 Jan to current	1220 Nash lee Dr	ilburn	Georgia
March 2024 - 2025	5905 oak brook laboct	norcross	Georgia
June 2025 - current	2740 e college ave, 537 apt	Decatur	Georgia
2015 till Jan 23	B-301 sci cmit cpt	Ancherwest	Madhara

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



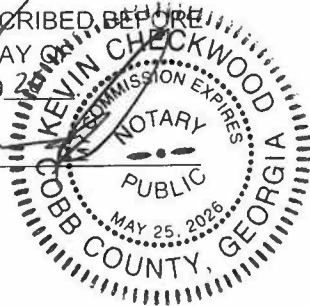
Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

Application Agreement

I, Zoheb Bhayani being duly sworn according to law, do swear to the facts and items 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.

KENNESAW, GEORGIA
 COBB COUNTY

SWORN TO AND SUBSCRIBED BEFORE
 ME THIS 8 DAY OF Jagbary, 2026

 Notary Public

Zoheb Bhayani
 Signature of Applicant

N/A
 Signature of Spouse of Applicant

N/A
 Signature and title of person other than applicant filling out this Application

Printed Name Phone Number

****Official Use by the City of Kennesaw ONLY****

Application received by the City of Kennesaw by: Meredith Staton

Application to be heard by Mayor & Council on 02/02/2026 at 6:30pm
Date Time

****This section is for the Zoning Division of the City of Kennesaw ONLY****

How is the proposed location zoned? General Commercial (GC)

Zoning verified by the following Zoning Division staff member: CMC

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. N/A


If new establishment, parking has been verified by the following Zoning Division staff member: N/A

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



Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL STATEMENT

Full name of licensee (no initials): ZOHAB BHAYANI					
Home Phone:					
Cell Phone: [REDACTED]					
Home Address: <small>Street Address</small> 2740 E College Ave					
Suite 537		City, State Decatur			
Business Address: <small>Street Address</small> 3055 N Main St					
Suite 108		City, State Kennesaw - GA			Zip 30144
Age: 32	Sex: M	Race: ASIAN	Height: 6''	Weight: 230	
Hair Color: Black			Eye Color: Brown		
Social Security Number: [REDACTED]			Date of Birth: [REDACTED]		
Place of Birth: INDIA					
Are you a U.S. Citizen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If yes: <input type="checkbox"/> By Birth <input type="checkbox"/> Naturalized		
If you are a Naturalized Citizen, please provide your certificate #: _____ <small>*Provide original naturalization certificate or U.S. Passport</small>					
If a legal permanent resident, please provide alien registration #: [REDACTED] <small>*Provide copy of I-551 card</small>					
Derived Parents' Certificate #s: _____					
Date and Port of Entry: 01-22-2023 - Newark airport					
How long have you resided in the State of Georgia? 4 years					
How many years have you been at your current address? 4 years					
Marital Status: <input checked="" type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced					

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday requires a valid alcoholic beverage license and the appropriate Sunday Sales permit under Sec. 6-33 of the City of Kennesaw Code of Ordinances.

I understand that:

For pouring/on-premise consumption:

Licensed establishments that derive at least 50% of their total annual gross food and beverage sales from the sale of prepared meals or food may apply for a Sunday Sales (Pouring) Permit.

The permitted hours for Sunday alcoholic beverage sales for on-premise consumption are 11:00 a.m. Sunday until 2:55 a.m. Monday.

For package sales:

Licensed package establishments may apply for a Sunday Sales (Package) Permit.

The permitted hours for Sunday package sales of alcoholic beverages are 12:30 p.m. to 11:30 p.m. on Sundays.

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

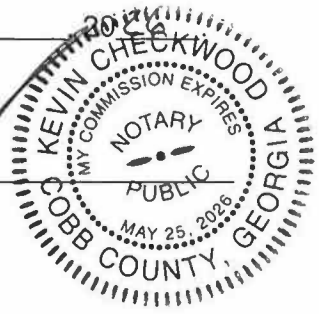
Zohab Bhayan
Signature of Licensee/Owner

01/08/2026
Date

SWORN UNDER OATH THIS 8

DAY OF January

[Signature]
Notary Public



If married, please complete the following information on your spouse:

NOT APPLICABLE

Full Name of Spouse: _____

Spouse's Maiden Name: _____

Social Security Number: _____ Date of Birth: _____

Place of Birth: _____

Place of Marriage: _____ Date of Marriage: _____

Spouse's Employer: _____

Employer's Address: Street Address _____

Suite _____ City, State _____ Zip _____

Is your spouse a U.S. Citizen? Yes No If yes: By Birth Naturalized

If your spouse is a Naturalized Citizen, please provide your certificate #: _____
 *Provide original naturalization certificate or U.S. Passport

If spouse is a legal permanent resident, please provide alien registration #: _____
 *Provide copy of I-551 card

Derived Parents' Certificate #s: _____

Date and Port of Entry: _____

Give the names and addresses of all immediate living relatives:

	Full Name	Address
Parent		
Parent		
Sibling		
Sibling		
In-Law		
In-Law		

Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverages are sold and consumed on the premises?

Yes No

If yes, please give details:

Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverages? Yes No

If yes, give relationship to licensee or licensee's spouse, business name, the amount of interest, and/or type of employment in each:

Please fill out the following information concerning your education:

Dates Attended	School Name	School Address	Degree Received
2014/2	Clarke College	Yan Rd Wessoua Andra	Bachelor

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

20heb Bhayeni
 Signature

10/22/2025
 Date

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



Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Owner/Licensee Information			
Name: ZOHED BHAYANI			
Date of Birth: [REDACTED]		Social Security Number: [REDACTED]	
Residence Phone: [REDACTED]		Name of Spouse:	
Residence Address: <small>Street Address</small> 2740 E college ave			<small>Suite</small> 537
<small>City/State</small> Doonahy		<small>Zip</small> 30030	
Business/Organization: Kennesaw mast 2025 INC		Business Phone: [REDACTED]	
Are you a Partner or Officer in any other business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Assets		Liabilities	
Cash on hand in banks:	[REDACTED]	Notes payable to banks- Secured:	[REDACTED]
Accounts Receivable:	[REDACTED]	Notes payable to banks- Unsecured:	[REDACTED]
Stocks & Bonds:	[REDACTED]	Accounts Payable:	[REDACTED]
Real Estate:	[REDACTED]	Unpaid Taxes:	[REDACTED]
Cash Value of Life Insurance:	[REDACTED]	Mortgage on Real Estate:	[REDACTED]
Automobiles:	[REDACTED]	Other Debts (Itemize):	[REDACTED]
Deposit Accounts:	[REDACTED]	Total Liabilities:	[REDACTED]
Credit with Financial Institutions:	[REDACTED]	Net Worth:	[REDACTED]
Other Assets (Itemize)	[REDACTED]	Total Assets and Net Worth:	[REDACTED]
Total Assets:	[REDACTED]		

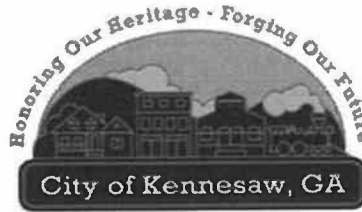
Income Information	
Source of Annual Income: <u>JOB</u>	Salary: [REDACTED]
Bonus & Commissions: [REDACTED]	Dividends: [REDACTED]
Alimony and Child Support: [REDACTED]	Separate Income: [REDACTED]
Itemize all loan sources and interest: _____ _____ _____ _____	Other Income (Itemize): _____ _____ _____ _____
Total Income:	
Additional Information Requested	
Do you have any unsatisfied judgments or lawsuits pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are any of your prior income tax returns bring contested? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, what do you estimate your additional payment to be? _____	
Are any assets pledged or in joint names other than as described above? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Have you ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you have a will? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If so, please fill out the following:	
Beneficiary: _____	
Executor: _____	

I hereby affirm that the information I have provided above is true, correct, and complete to the best of my knowledge and belief. I understand that any false or misleading information may result in the denial of the license I am applying for.

Zohab Bhayen
Signature

10/22/2025
Date

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



Business License Office
 3080 Moon Station Road
 Kennesaw, GA 30144
 (770) 429-4540
 businesslicense@kennesaw-ga.gov

Permit No. A- <u>289</u>
Renewal: <input type="checkbox"/> Yes <input type="checkbox"/> No

CONSENT FOR BACKGROUND CHECK

I hereby authorize the City of Kennesaw to conduct an inquiry for the purpose listed below using GCIC Purpose Code E and receive any Georgia and/or National criminal history record information as authorized by the State and Federal Law. *City of Kennesaw Ordinance 22-9 and 6-35*

Full Name: <u>ZOHAB BHAYANI</u>		Social Security Number: [REDACTED]
Address: <u>2740 E College Ave</u>		Apt/Suite: <u>537</u>
City, State: <u>Decatur</u>		Zip: <u>30030</u>
Sex: <u>M</u>	Race: <u>ASIAN</u>	Date of Birth: [REDACTED]

This authorization is valid for 364 days from today's date.

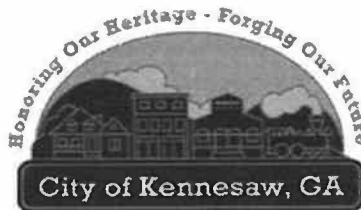
Zohab Bhayani
 Applicant Signature

10/22/2025
 Date

Have you ever been arrested, charged and/or convicted of a crime in this country or any other country for any offense in the last five (5) years? Yes No

If yes, please fill out the chart below:

List all arrests within the last five (5) years regardless of the disposition of the case:			
Date of Arrest	Offense/Charge	Arresting Agency	Disposition
<u>NONE</u>	<u>NONE</u>	<u>NONE</u>	<u>NONE</u>



Appeal Process

The applicant is provided an opportunity to appeal an adverse decision that was based on criminal history record information provided from the fingerprint-based background check.

The procedures for the appeal process are as follows:

- Applicant must submit a request in writing to the Business License Manager stating the reason the adverse decision should be reviewed. The request should include the applicant's name, date of notification of adverse decision, and an explanation of why the decision should be overturned.
- The Business License Manager will provide the written request to the Finance Director. The Finance Director will review the appeal and the applicant will be notified within ten (10) days of the decision regarding the license application.

Applicant Privacy Rights

As an applicant who is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history check for a non-criminal justice purpose (such as an application for criminal justice or non-criminal justice employment or a license, an immigration or naturalization matter, security clearance, or adoption), you have certain rights which are discussed below. All notices must be provided to you in writing. These obligations are pursuant to the Privacy Act of 1974, Title 5, United States Code (U.S.C.) Section 552a, and Title 28 Code of Federal Regulation (CFR), 50.12, among other authorities.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- You must be provided an adequate written FBI Privacy Act Statement (dated 2013 or later) when you submit your fingerprints and associated personal information. This Privacy Act Statement must explain the authority for collecting your fingerprints and associated information and whether your fingerprints and associated information will be searched, shared, or explained.
- You must be advised in writing of the procedures for obtaining a change, correction, or update of your criminal history record as set forth at 28 CFR 16.34.
- You must be provided the opportunity to complete or challenge the accuracy of the information in your criminal history record (if you have such a record).

- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on the information in the criminal history record.
- If agency policy permits, the officials may provide you with a copy of your criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may find information regarding how to obtain a copy of your Georgia criminal history record at the GBI website: <https://gbi.georgia.gov/services/obtaining-criminal-history-recordinformation-frequently-asked-questions>. Information regarding how to obtain a copy of your FBI criminal history record is located at the FBI website: <https://www.edo.cjis.gov>.
- If you decide to challenge the accuracy or completeness of your criminal history record, you should contact and send your challenge to the agency that contributed the questioned information. If the disputed arrest occurred in the State of Georgia, you may send your challenge directly to the GCIC. Contact information for the GCIC can be found at <https://gbi.georgia.gov/services/obtaining-criminal-history-record-information-frequently-asked-questions>. Alternatively, you may send your challenge directly to the FBI by submitting a request via <https://www.edo.cjis.gov>. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenge entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency. (See 28 CFR16.30 through 16.34).
- You have the right to expect that officials receiving the results of the criminal history record check will use it only for the authorized purposes and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

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.

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.

Zohab Bhgeri
Signature of Applicant

10 | 22 | 2025
Date

ZOHAB BHEYANI
Printed Name



CERTIFICATE

OF COMPLETION

THIS IS TO CERTIFY THAT

zoheb bhayani

SUCCESSFULLY COMPLETED THE

Responsible Alcohol Seller-Server

10/24/2025

DATE OF COMPLETION

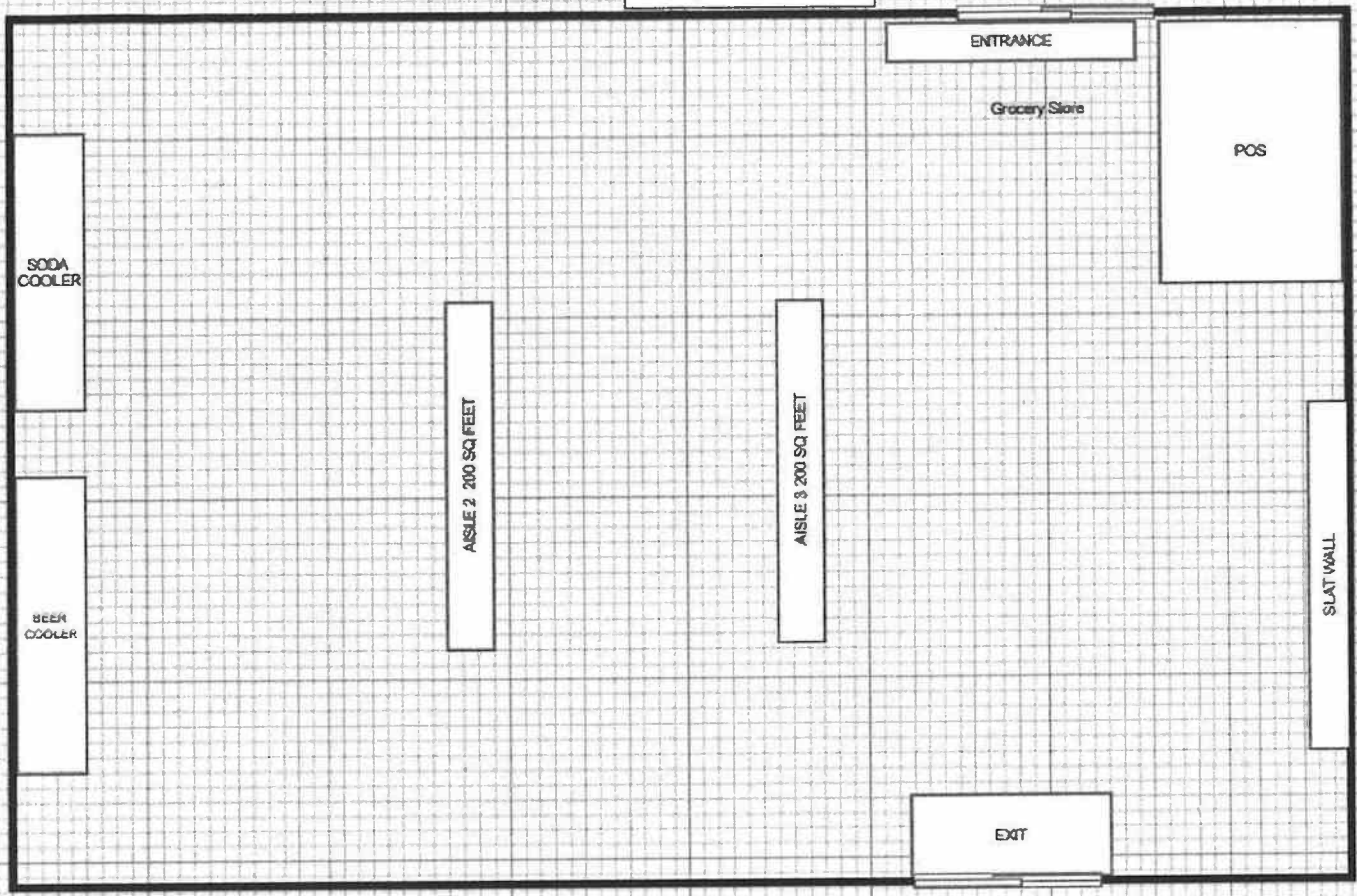
10/24/2027

DATE OF EXPIRATION

A handwritten signature in black ink, appearing to read "Andrew Tyndall", written over a horizontal line.

ANDREW TYNDALL, CEO

2025252411398657



ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 7/11/2025 7:18:43 PM

BUSINESS INFORMATION

CONTROL NUMBER 25137089
BUSINESS NAME KENNESAW MART 2025 INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 07/11/2025
SHARES 1

PRINCIPAL OFFICE ADDRESS

ADDRESS 3055 N MAIN ST NW, STE 108, KENNESAW, GA, 30144, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
ZOHEB BHAYANI	3055 N MAIN ST NW, STE 108, KENNESAW, GA, 30144, USA	Cobb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
ZOHEB BHAYANI	INCORPORATOR	1220 NASH LEE DR SW, LILBURN, GA, 30047, USA

OPTIONAL PROVISIONS

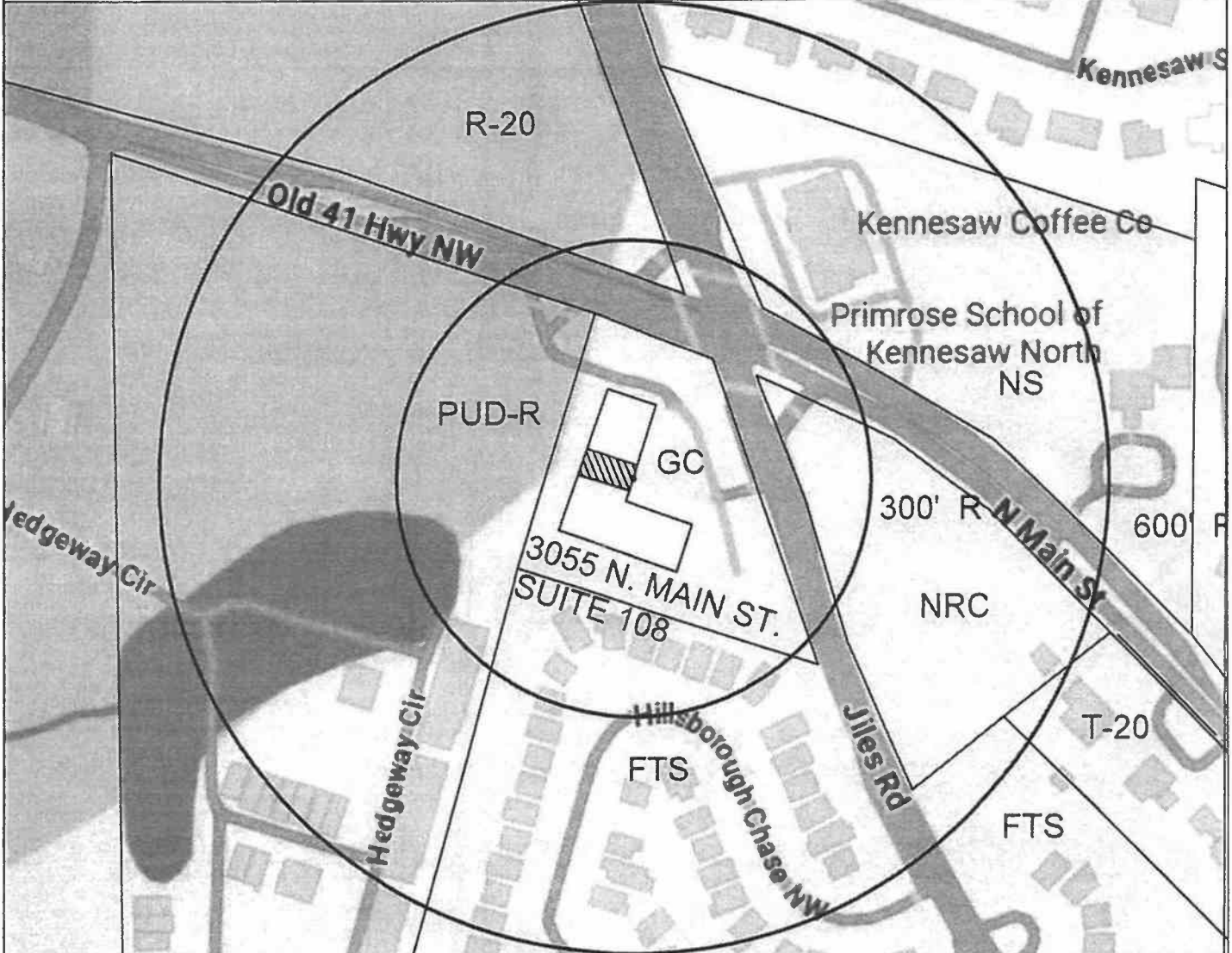
N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE ZOHEB BHAYANI
AUTHORIZER TITLE Incorporator

ATLANTA ENGINEERING SERVICES, INC. HAS NOT PERFORMED A BOUNDARY LINE SURVEY AS PER THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

ATLANTA ENGINEERING SERVICES
 918 HOLCOMB BRIDGE ROAD, SUITE 201
 ROSWELL, GEORGIA 30076
 PHONE: 770-316-1720



Distance Measurements:

Nearest Private Residence: 1030 Hillsborough Chase, Kennesaw, GA - 105'
 Nearest Church: Family Life Church, 3070 N Main St, Kennesaw, GA - 268'
 Nearest School: Kennesaw Elem., 3155 Jiles Rd, Kennesaw - 305'
 Nearest College: Kennesaw State, 1000 Chastain Rd, Kennesaw - 2.29 Mi
 Nearest Public Park: Swift Cantrell Park, Kennesaw, GA, 890'

Public Building: City Hall, 2529 Stephenson Ave, 3511'
 Alcohol Treatment: N GA Recovery, 1690 Roberts Blvd, Kennesaw, 2.38 mi
 Hospital: WellStar KSU, 3215 Campus Loop Rd, Kennesaw, 1.84 mi
 Public Hospital, Road to Recovery, 3115 Sewell Mill, Marietta, 2.7 Mi

ALCOHOLIC LICENSE SURVEY FOR:
OWNER: ZOHEB BHAYANI
 3055 N. MAIN STREET, SUITE 108
 KENNESAW, GA 30144

Business name: **KENNESAW MART 2025**
 Site Address: 3055 N. MAIN STREET, SUITE 108
 KENNESAW, GA 30144

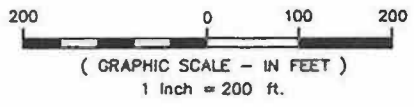
COBB COUNTY
 STATE OF GEORGIA
 JOB. NO. 2025-3676
 DWN. BY: ELA
 DATE: 08-30-2025



NO RESPONSIBILITY OR LIABILITY IS ASSUMED BY ATLANTA ENGINEERING SERVICES, INC. OR USE OF SURVEY FOR ANY OTHER PURPOSE INCLUDING, BUT NOT LIMITED TO USE OF SURVEY FOR SURVEY AFFIDAVIT, RESALE OF PROPERTY, OR TO ANY OTHER PERSON NOT LISTED IN CERTIFICATION, EITHER DIRECTLY OR INDIRECTLY.

GENERAL NOTES:

1. THIS MAP IS A SPECIAL PURPOSE MAP INTENDED FOR SOLE USE OF THE OWNER FOR AN ALCOHOL LICENSE.
2. ALL MATTERS OF TITLE ARE EXCEPTED.
3. THIS PLAT IS NOT FOR RECORDING.
4. EQUIPMENT USED FOR MEASUREMENTS: SURVEY MEASURING WHEEL AND GOOGLE EARTH. COBB COUNTY GIS MAPS USED.
5. DISTANCES MEASURED BY A STRAIGHT LINE.



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

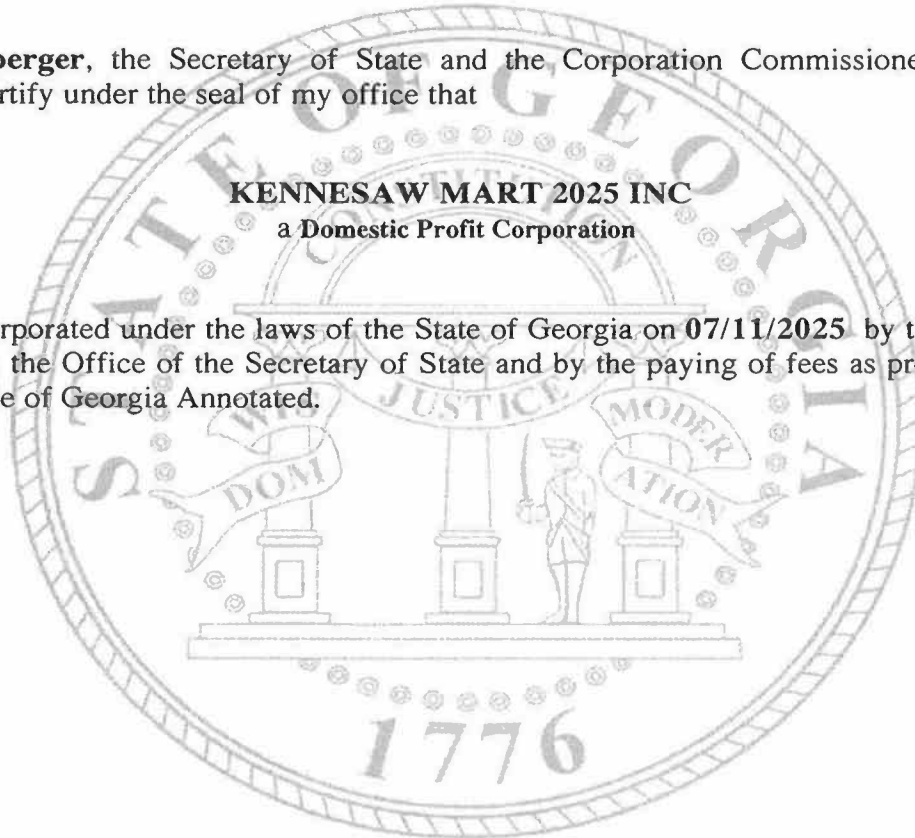
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

KENNESAW MART 2025 INC
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **07/11/2025** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **07/15/2025**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

Commercial Lease

This Commercial Lease ("Lease") is dated as of July 01, 2025, by and between ACE MANAGEMENT SERVICES LLC ("Landlord") and KENNESAW MART 2025 INC ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant 3055 N MAIN ST, KENNESAW GA 30144 FOR GROCERY OR CONVENIENCE STORE ("Premises") located at 3055 N MAIN ST, KENNESAW GA 30144

Term. The Lease term will begin on SEPT 01, 2025 and will terminate on AUG 31, 2030.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of [REDACTED] payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 3055 N MAIN ST, KENNESAW, Georgia 30144. The payment address may be changed from time to time by the Landlord.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Use of Premises/Absences. The Tenant may use the Premises only for CONVENIENCES OR GROCERY STORE. The Premises may be used for any other purpose only with the prior written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall notify the Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than _____ percent of the full replacement value. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on their own property.

Liability Insurance. The Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least [REDACTED]

Renewal Terms. This Lease shall automatically renew for an additional period of 1 YEAR per renewal term unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The Lease terms during any such renewal term shall be the same as those contained in this Lease.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

(a) **Real Estate Taxes.** The Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease.

(b) **Personal Taxes.** The Tenant shall pay all personal taxes and any other charges that may be levied against the Premises and which are attributable to the Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with the Lease payments.

Defaults. The Tenant shall be in default of this Lease if the Tenant fails to fulfill any lease obligation or term by which the Tenant is bound. Subject to any governing provisions of law to the contrary, if the Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days after written notice of such default is provided by the Landlord to the Tenant, the Landlord may take possession of the Premises without further notice (to the extent permitted by law, and without prejudicing the Landlord's rights to damages. In the alternative, the Landlord may elect to cure any default, and the cost of such action shall be added to the Tenant's financial obligations under this Lease. The Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses suffered by the Landlord by reason of the Tenant's defaults. All sums of money or charges required to be paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Holdover. If the Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period", the Tenant shall pay to the Landlord the Lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms Paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Notices. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage pre-paid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

The Landlord:

ACE MANAGEMENT SERVICES LLC
2723 PINEBLOOM WAY
DULUTH Georgia 30097

The Tenant:

KENNESAW MART 2025 INC
3055 N MAIN ST
KENNESAW, Georgia 30144

Governing Law. This Lease shall be construed in accordance with the laws of Georgia.

Entire Agreement. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease.

Amendment. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding on Heirs and Successors. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

ACE MANAGEMENT SERVICES LLC



AFREEN JUDDHA, OWNER

7-1-25

Date

The Tenant:

KENNESAW MART 2025 INC



ZOHEB BHAYAN, OWNER

07/1/2025


Date



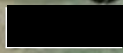


GEORGIA
DRIVER'S LICENSE

LIMITED-TERM
DRIVER'S LICENSE

DL  USA GA

Government *BA*

44 DL NO. 059376968 3 DOB 

9 CLASS C 44 EXP

2 ZOHED NAUSHAD

1 BHAYANI

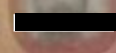
8 2740 E COLLEGE AVE APT 537
DECATUR, GA 30030-3988
DEKALB

12 REST A

94 END NONE



44 ISS 01/08/2026

10 SEX M 18 EYES BLK

16 HGT 5'-11" 17 WGT 230 lb 

Zohed Bhayani

6 DD 624056094820020000



UNITED STATES OF AMERICA
EMPLOYMENT AUTHORIZATION

BHAYANI 13463 01 434 10 2



Surname
BHAYANI
Given Name
ZOHEB N

USCISE [REDACTED] Category **A19** [REDACTED]

Country of Birth
India

Terms and Conditions
None

Date of Birth [REDACTED] Sex
M

Valid From **07/17/23**
Card Expires **01/25/26**

Original
not
available

NOT VALID FOR REENTRY TO U.S.

THIS NOTICE DOES NOT GRANT ANY IMMIGRATION STATUS OR BENEFIT.



Receipt Number EAC2590074983		Case Type 1539 - APPLICATION TO EXTEND/CHANGE NONIMMIGRANT STATUS
Received Date 05/12/2025	Priority Date	Applicant BHAYANI , ZOHEB NAUSHAD
Notice Date 05/14/2025	Page 1 of 1	Beneficiary BHAYANI , ZOHEB NAUSHAD

KUCK BAXTER LLC c/o JORGE A GAVILANES PO BOX 501359 ATLANTA GA 31150	Notice Type: Receipt Notice Fee Waived
---	--

This notice confirms that USCIS received your application or petition ("this case") as shown above.
If any of the information in your notice is incorrect or you have any questions about your case, you can connect with the USCIS Contact Center at www.uscis.gov/contactcenter or ask about your case online at www.uscis.gov/e-request. You will need your Alien Registration Number (A-Number) and/or the receipt number shown above.

You can receive updates on your case by visiting www.uscis.gov/casestatus to get the latest status or you can create an account at my.uscis.gov/account and receive email updates for your case.

This notice does not grant any immigration status or benefit, nor is it evidence that this case is still pending. It only shows that the application or petition was received on the date shown.

Processing time - Processing times vary by form type.

- Visit www.uscis.gov/processingtimes to see the current processing times by form type and field office or service center.
- If you do not receive an initial decision or update within our current processing time, you can try our online tools available at www.uscis.gov/tools or ask about your case online at www.uscis.gov/e-request.
- When we make a decision on your case or if we need something from you, we will notify you by mail and update our systems.

If your address changes - If you move while your case is pending, please visit www.uscis.gov/addresschange for information on how to update your address. Remember to update your address for all your receipt numbers.

Return of Original Documents - Use Form G-884, Request for the Return of Original Documents, to request the return of original documents submitted to establish eligibility for an immigration or citizenship benefit. You only need to submit one Form G-884 if you are requesting multiple documents contained in a single USCIS file. However, if the requested documentation is in more than one USCIS file, you must submit a separate request for each file. (For example: If you wish to obtain your mother's birth certificate and your mother's/father's marriage certificate, both of which are in the USCIS file that pertains to her, submit one Form G-884 with your mother's information.)

NOTICE: The information you provide on and in support of applications and petitions is submitted under the penalty of perjury. USCIS and the U.S. Department of Homeland Security reserve the right to verify this information before and/or after making a decision on your case so we can ensure that you have complied with applicable laws, rules, regulations, and other legal authorities. We may review public information and records, contact others by mail, the internet or phone, conduct site inspections of businesses and residences, or use other methods of verification. We will use the information obtained to determine whether you are eligible for the benefit you seek. If we find any derogatory information, we will follow the law in determining whether to provide you (and the legal representative listed on your Form G-28, if you submitted one) an opportunity to address that information before we make a formal decision on your case or start proceedings.

Beneficiary(ies):

Name	DOB	COB	Class
BHAYANI , ZOHEB NAUSHAD	[REDACTED]	INDIA	

Please see the additional information on the back. You will be notified separately about any other cases you filed.

USCIS encourages you to sign up for a USCIS online account. To learn more about creating an account and the benefits, go to <https://www.uscis.gov/file-online>.

Vermont Service Center
U.S. CITIZENSHIP & IMMIGRATION SVC
38 River Road
Essex Junction VT 05479-0001



USCIS Contact Center: www.uscis.gov/contactcenter



Item Report

TO: The Honorable Mayor and City Council
FROM: Jennifer Gordy, Finance Director
DATE: February 2, 2026
TITLE: **Fiscal Year 2025: Budget Adjustments**

Summary:

Authorization for Council to approve Budget Adjustments for Fiscal Year Ended September 30, 2025. These budget adjustments are necessary to record year-end budget realignments for Annual Comprehensive Financial Reporting (ACFR) purposes.

Recommendation:

Finance Director recommends approval

Fiscal Impact:

Attachments:

1. Budget_Adjustment_Form_9.30.25

**City of Kennesaw
ADJUSTMENT TO ANNUAL BUDGET
Fiscal Year Ended September 30, 2025**

Fund	Description	Amount	
		DR	CR
General Fund	Group Insurance	205,000	
General Fund	Transfers	422,094	
General Fund	Salaries - various		205,000
General Fund	Various		422,094
Opioid Fund	Opioid Settlement Revenue		12,864
Opioid Fund	Opioid Expenditures	12,864	
Hotel/Motel	Hotel/Motel Expenditures – collected more revenue than expected so more paid out	200	
Hotel/Motel	Hotel/Motel Revenue - collected more revenue than expected		200
ARPA	Sidewalk Improvements and Park Improvements – Chalker Park	551,430	
ARPA	Working Capital Reserves		551,430

TOTAL **\$1,191,588** **\$1,191,588**

JUSTIFICATION AND BACKGROUND:

Fiscal Year End Realignment for Annual Financial Reporting Purposes.



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: February 2, 2026

TITLE: **Resolution: Southern Museum Classroom Refresh**
 Consideration for approval of a Resolution accepting the proposal presented by Gordian for the Classroom Refresh at the Southern Museum.

Summary:

The proposal is for demolition of the existing floors and installation of new flooring in the two classrooms and hallway at the Southern Museum. This proposal also includes repainting of the classrooms to complete the refresh.

Recommendation:

The Building and Facilities Director recommends approval of the proposal.

Fiscal Impact:

2022 SPLOST Facility Improvements - \$24,496

Attachments:

1. RES 2026 - Southern Museum Classroom Refresh
2. Exhibit A - 141658.00 COK Southern Museum Classroom Refresh WOP 1.8.2026

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-__

RESOLUTION TO AWARD PROJECT TO GORDIAN FOR THE CLASSROOM
REFRESH AT THE SOUTHERN MUSEUM

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

WHEREAS, the scope of work includes all material and labor necessary for refreshing the classrooms at the Southern Museum to include flooring replacement and painting of the two classrooms; and

WHEREAS, Gordian's pricing is based off current State of Georgia Contract pricing, the proposal is for \$24,496 and will be paid from 2022 SPLOST Facility Improvements.

NOW, THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to accept the proposal and award the project to Gordian for the Classroom Refresh at the Southern Museum as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of February 2026.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Work Order Signature Document

EZIQC Contract No.: GA-ST01-040820-FHP			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number:	141658.00	Work Order Date:	01/08/2026
Work Order Title:	COK - Southern Museum - Classroom Refresh		
Owner Name:	City of Kennesaw	Contractor Name:	F.H. Paschen, S.N. Nielsen & Assoc., LLC
Contact:	Robbie Balenger	Contact:	Wayne Thompson
Phone:	678-674-3387	Phone:	404-942-1307

Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST01-040820-FHP.	
<u>Brief Work Order Description:</u>	
COK - Southern Museum - Classroom Refresh	

Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>
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Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>
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Work Order Firm Fixed Price: \$24,496.00
Owner Purchase Order Number:

Approvals

	Date		Date
Owner		Contractor	

Detailed Scope of Work

To: Wayne Thompson
F.H. Paschen, S.N. Nielsen & Assoc., LLC
1371 Southland Circle NW
Atlanta, Ga 30318
404-942-1307

From: Robbie Balenger
City of Kennesaw
2529 J O Stephenson Avenue
Kennesaw, GA 30144
678-674-3387

Date Printed: January 08, 2026

Work Order Number: 141658.00

Work Order Title: COK - Southern Museum - Classroom Refresh

Brief Scope: COK - Southern Museum - Classroom Refresh

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work (DSOW)

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: January 08, 2026
IQC Master Contract #: GA-ST01-040820-FHP
Work Order Number: 141658.00
Owner PO #:
Work Order Title: COK - Southern Museum - Classroom Refresh
Contractor: F.H. Paschen, S.N. Nielsen & Assoc., LLC
Proposal Name: COK - Southern Museum - Classroom Refresh
Proposal Value: \$24,496.00

Flooring **\$20,822.00**

Painting **\$3,674.00**

Proposal Total **\$24,496.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 08, 2026
IQC Master Contract #: GA-ST01-040820-FHP
Work Order Number: 141658.00
Owner PO #:
Work Order Title: COK - Southern Museum - Classroom Refresh
Contractor: F.H. Paschen, S.N. Nielsen & Assoc., LLC
Proposal Name: COK - Southern Museum - Classroom Refresh
Proposal Value: \$24,496.00

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Flooring					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$0.14
				Installation	
				Quantity	Total
				-0.14 x	-0.14
				Unit Price	
				1.00 x	
				Factor	
				1.0000 =	
				Round to Dollar	
2	01 45 23 00 0092		EA	Absorption Test, Moisture Content And Unit Weight	\$491.59
				Installation	
				Quantity	Total
				4.00 x	491.59
				Unit Price	
				121.91 x	
				Factor	
				1.0081 =	
				Moisture Test	
3	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$544.37
				Installation	
				Quantity	Total
				1.00 x	544.37
				Unit Price	
				540.00 x	
				Factor	
				1.0081 =	
				Disposal	
4	03 54 16 00 0005		SF	1/2" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation	\$1,977.89
				Installation	
				Quantity	Total
				360.00 x	1,977.89
				Unit Price	
				5.45 x	
				Factor	
				1.0081 =	
				Floor Prep	
5	09 65 13 13 0004		LF	6" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	\$1,705.71
				Installation	
				Quantity	Total
				300.00 x	1,481.91
				Unit Price	
				4.90 x	
				Factor	
				1.0081 =	
				Demolition	
				Quantity	Total
				300.00 x	223.80
				Unit Price	
				0.74 x	
				Factor	
				1.0081 =	
				6" Wall Base	
6	09 65 13 13 0004 0456		MOD	For >240 To 960, Deduct	-\$127.02
				Installation	
				Quantity	Total
				300.00 x	-127.02
				Unit Price	
				-0.42 x	
				Factor	
				1.0081 =	
7	09 65 19 19 0002		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)	\$1,277.46
				Installation	
				Quantity	Total
				0.00 x	0.00
				Unit Price	
				2.95 x	
				Factor	
				1.0081 =	
				Demolition	
				Quantity	Total
				1,440.00 x	1,277.46
				Unit Price	
				0.88 x	
				Factor	
				1.0081 =	
				Demo VCT	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141658.00
Work Order Title: COK - Southern Museum - Classroom Refresh

Proposal Name: COK - Southern Museum - Classroom Refresh
Proposal Value: \$24,496.00

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		

Flooring

8	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$16,476.39
				Installation	
				Quantity	Total
				1,440.00 x	16,476.39
				Unit Price	
				11.35 x	
				Factor	
				1.0081 =	
				New LVP	
9	09 65 23 00 0004 0138		MOD	For >1,000, Deduct	-\$1,524.25
				Installation	
				Quantity	Total
				1,440.00 x	-1,524.25
				Unit Price	
				-1.05 x	
				Factor	
				1.0081 =	

Subtotal for Flooring **\$20,822.00**

Painting

10	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$0.44
				Installation	
				Quantity	Total
				-0.44 x	-0.44
				Unit Price	
				1.00 x	
				Factor	
				1.0000 =	
				Round to Dollar	
11	01 56 16 00 0088		SF	1/8" Thick, Masonite For Temporary Floor Protection Includes removal after use.	\$81.66
				Installation	
				Quantity	Total
				100.00 x	81.66
				Unit Price	
				0.81 x	
				Factor	
				1.0081 =	
12	02 90 55 00 0480		ROL	6 Mil Visqueen, 32' x 400', For Emergency Clean-up	\$227.34
				Installation	
				Quantity	Total
				1.00 x	227.34
				Unit Price	
				225.51 x	
				Factor	
				1.0081 =	
13	09 91 23 00 0063		SF	1 Coat Primer, Brush Work, Paint Interior Plaster/Drywall Walls	\$1,063.19
				Installation	
				Quantity	Total
				1,335.00 x	1,063.19
				Unit Price	
				0.79 x	
				Factor	
				1.0081 =	
				Prime Walls	
14	09 91 23 00 0065		SF	2 Coats Paint, Brush Work, Paint Interior Plaster/Drywall Walls	\$1,978.35
				Installation	
				Quantity	Total
				1,335.00 x	1,978.35
				Unit Price	
				1.47 x	
				Factor	
				1.0081 =	
				Paint Walls	
15	09 91 23 00 0252		LF	1 Coat Primer, Brush/Roller Work, Paint Interior Metal Door Frame And Trim	\$97.68
				Installation	
				Quantity	Total
				102.00 x	97.68
				Unit Price	
				0.95 x	
				Factor	
				1.0081 =	
				Prime (6) Door Frames	
16	09 91 23 00 0252 0289		MOD	For Oil Based Paint, Add	\$6.17
				Installation	
				Quantity	Total
				102.00 x	6.17
				Unit Price	
				0.06 x	
				Factor	
				1.0081 =	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141658.00
Work Order Title: COK - Southern Museum - Classroom Refresh

Proposal Name: COK - Southern Museum - Classroom Refresh
Proposal Value: \$24,496.00

Sect.	Item	Modifier	UOM	Description	Line Total														
Labor	Equip.	Material	(Excluded if marked with an X)																
Painting																			
17	09 91 23 00 0254		LF	2 Coats Paint, Brush/Roller Work, Paint Interior Metal Door Frame And Trim	\$207.71														
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>102.00</td> <td>x</td> <td>2.02</td> <td>x</td> <td>1.0081</td> <td>207.71</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		102.00	x	2.02	x	1.0081	207.71	
Installation	Quantity		Unit Price	Factor	=	Total													
	102.00	x	2.02	x	1.0081	207.71													
				Paint (6) Door Frames															
18	09 91 23 00 0254	0289	MOD	For Oil Based Paint, Add	\$12.34														
				<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td></td> <td>102.00</td> <td>x</td> <td>0.12</td> <td>x</td> <td>1.0081</td> <td>12.34</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	=	Total		102.00	x	0.12	x	1.0081	12.34	
Installation	Quantity		Unit Price	Factor	=	Total													
	102.00	x	0.12	x	1.0081	12.34													

Subtotal for Painting **\$3,674.00**

Proposal Total **\$24,496.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of Kennesaw

Detailed Scope of Work

Print Date: January 08, 2026
Work Order Number: 141658.00
Work Order Title: COK - Southern Museum - Classroom Refresh
Contractor: GA-ST01-040820-FHP - F.H. Paschen, S.N. Nielsen & Assoc., LLC
Brief Scope: COK - Southern Museum - Classroom Refresh

To: Wayne Thompson
F.H. Paschen, S.N. Nielsen & Assoc., LLC
1371 Southland Circle NW
Atlanta, Ga 30318
404-942-1307

From: Robbie Balenger
City of Kennesaw
2529 J O Stephenson Avenue
Kennesaw, GA 30144
678-674-3387

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached detailed scope of work (DSOW)

Owner _____ Date _____

Contractor _____ **Date** _____

SCOPE OF WORK
City of Kennesaw – Southern Museum Classroom Refresh
2829 Cherokee Street Northwest, Kennesaw, Georgia 30144

Summary Scope

Demo existing VCT and wall base in classroom and hallway and install new LVP flooring and 6” wall base. Paint walls and door frames throughout.

Detailed Scope of Work

The Contractor shall furnish the materials, equipment, labor, and supervision to provide and install the work as described below.

Flooring

- Demo existing VCT and wall base
- Prep floors as needed
- Furnish and install owner selected LVP flooring
- Furnish and install owner selected 6” wall base
- Furnish and install transition strips as needed

Painting

- Prime/paint classroom and hallway walls owner selected color
- Prime/paint (6) door frames owner selected color

Clarifications & Exclusions

Furniture handling is not included.

Details that Apply to All Work Areas:

1. Contractor shall utilize the latest issue of the ezIQC Specifications for all work.
2. All standard submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
3. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishing with magnetic pickup to ensure safety and cleanliness.
4. All measurements and quantities supplied in this scope of work are approximate in nature.
5. Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.
6. The Contractor shall confirm allowable working hours with Owner before mobilization.
7. Free Parking is available for the Contractor by the Owner.
8. Contractor shall obtain approvals in advance for all lay down and storage areas.
9. All salvageable materials remain the property of the Owner.
10. Contractor shall coordinate inspections as required.
11. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
12. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
13. Contractor shall not be required to pay Davis Bacon Wage Rates.

Permitting:

The Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule

1. Contractor to propose a detailed construction schedule and submit with proposal package.
2. Project construction will be scheduled upon receipt of the PO.

Owner Responsibilities

1. Coordinate any State Fire Marshal approvals as necessary.
2. Provide access to the worksite during normal and other than normal working hours.
3. Provide a staging area for project related materials.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. Owner issued Contract Documents
 - a. Specifications, Drawings, and Sketches.
 - b. Other documents referenced immediately above.
3. EZIQC master contract document



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: February 2, 2026

TITLE: **Resolution: Southern Museum Restroom Flooring Replacement**
 Consideration for approval of a Resolution accepting the proposal presented by Gordian for the replacement of restroom flooring at the Southern Museum.

Summary:

The proposal is for the demolition and replacement of all the flooring and partitions in the restrooms at the Southern Museum.

Recommendation:

The Building and Facilities Director recommends approval of the resolution.

Fiscal Impact:

2022 SPLOST Facilities Improvements — \$42,019

Attachments:

1. RES 2026 - Southern Museum Restroom Flooring Project
2. Exhibit A - 141657.00 COK Southern Museum Flooring WOP 1.8.2026

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-__

RESOLUTION TO AWARD PROJECT TO GORDIAN FOR THE RESTROOM
FLOORING REPLACEMENT AT THE SOUTHERN MUSUEM

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

WHEREAS, the scope of work includes all material and labor necessary for replacing the flooring in the restroom at the Southern Museum, to include flooring and partition replacement; and

WHEREAS, Gordian's pricing is based off current State of Georgia Contract pricing, the proposal is for \$42,019 and will be paid from 2022 SPLOST Facility Improvements.

NOW, THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to accept the proposal and award the project to Gordian for the Restroom Flooring Replacement at the Southern Museum as shown in **Exhibit A**.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of February 2026.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Work Order Signature Document

EZIQC Contract No.: GA-ST01-040820-FHP			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number:	141657.00	Work Order Date:	01/08/2026
Work Order Title:	COK - Southern Museum Flooring		
Owner Name:	City of Kennesaw	Contractor Name:	F.H. Paschen, S.N. Nielsen & Assoc., LLC
Contact:	Robbie Balenger	Contact:	Wayne Thompson
Phone:	678-674-3387	Phone:	404-942-1307

Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST01-040820-FHP.	
<u>Brief Work Order Description:</u>	
COK - Southern Museum Flooring	

Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>		
Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>	

--

Work Order Firm Fixed Price: \$42,019.00
Owner Purchase Order Number:

Approvals

	Date		Date
--	------	--	------

Detailed Scope of Work

To: Wayne Thompson
 F.H. Paschen, S.N. Nielsen & Assoc., LLC
 1371 Southland Circle NW
 Atlanta, Ga 30318
 404-942-1307

From: Robbie Balenger
 City of Kennesaw
 2529 J O Stephenson Avenue
 Kennesaw, GA 30144
 678-674-3387

Date Printed: January 08, 2026

Work Order Number: 141657.00

Work Order Title: COK - Southern Museum Flooring

Brief Scope: COK - Southern Museum Flooring

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work (DSOW)

 Contractor Date

 Owner Date

Contractor's Price Proposal - Summary

Date: January 08, 2026
IQC Master Contract #: GA-ST01-040820-FHP
Work Order Number: 141657.00
Owner PO #:
Work Order Title: COK - Southern Museum Flooring
Contractor: F.H. Paschen, S.N. Nielsen & Assoc., LLC
Proposal Name: COK - Southern Museum Flooring
Proposal Value: \$42,019.00

Flooring	\$24,701.00
Partitions	\$17,318.00
Proposal Total	\$42,019.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 08, 2026
IQC Master Contract #: GA-ST01-040820-FHP
Work Order Number: 141657.00
Owner PO #:
Work Order Title: COK - Southern Museum Flooring
Contractor: F.H. Paschen, S.N. Nielsen & Assoc., LLC
Proposal Name: COK - Southern Museum Flooring
Proposal Value: \$42,019.00

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Flooring					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$0.94
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				-0.94 x 1.00 x 1.0000 =	-0.94
				Round to Dollar	
2	01 45 23 00 0092		EA	Absorption Test, Moisture Content And Unit Weight	\$491.59
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				4.00 x 121.91 x 1.0081 =	491.59
				Moisture Testing	
3	01 56 16 00 0088		SF	1/8" Thick, Masonite For Temporary Floor Protection Includes removal after use.	\$244.97
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				300.00 x 0.81 x 1.0081 =	244.97
				Floor Protection	
4	01 74 19 00 0015		EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$584.67
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				1.00 x 579.97 x 1.0081 =	584.67
				Disposal	
5	02 90 55 00 0480		ROL	6 Mil Visqueen, 32' x 400', For Emergency Clean-up	\$227.34
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				1.00 x 225.51 x 1.0081 =	227.34
				Protection	
6	03 01 30 71 0023		SF	Grinding Cured, Warped, Or Rough Concrete Slabs Up to 1/8" of material per pass	\$594.78
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				1,000.00 x 0.59 x 1.0081 =	594.78
				Floor Prep	
7	03 54 16 00 0005		SF	1/2" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation	\$1,373.54
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				250.00 x 5.45 x 1.0081 =	1,373.54
				Floor Prep	
8	03 54 16 00 0005 0172		MOD	For >100 To 250 SF, Add	\$10.08
				Installation	
				Quantity	
				Unit Price	
				Factor	Total
				250.00 x 0.04 x 1.0081 =	10.08

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141657.00
Work Order Title: COK - Southern Museum Flooring

Proposal Name: COK - Southern Museum Flooring
Proposal Value: \$42,019.00

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Flooring					
9	08 72 43 00 0022		LF	6" Width, 1/2" Height, Aluminum Saddle Threshold (Pemko 172A)	\$843.24
				Installation	
				Quantity	Unit Price
				27.00	30.98
				x	x
				Factor	Total
				1.0081	843.24
				=	
				Flooring Threshold	
10	09 65 13 13 0004		LF	6" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	\$2,700.70
				Installation	
				Quantity	Unit Price
				475.00	4.90
				x	x
				Factor	Total
				1.0081	2,346.35
				=	
				Demolition	
				Quantity	Unit Price
				475.00	0.74
				x	x
				Factor	Total
				1.0081	354.35
				=	
				6" Wall Base	
11	09 65 13 13 0004 0456		MOD	For >240 To 960, Deduct	-\$201.12
				Installation	
				Quantity	Unit Price
				475.00	-0.42
				x	x
				Factor	Total
				1.0081	-201.12
				=	
12	09 65 13 33 0005		SF	Removal Of Glue From Concrete FloorFor removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.	\$745.99
				Installation	
				Quantity	Unit Price
				1,000.00	0.74
				x	x
				Factor	Total
				1.0081	745.99
				=	
				Floor Prep	
13	09 65 19 19 0002		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)	\$887.13
				Installation	
				Quantity	Unit Price
				0.00	2.95
				x	x
				Factor	Total
				1.0081	0.00
				=	
				Demolition	
				Quantity	Unit Price
				1,000.00	0.88
				x	x
				Factor	Total
				1.0081	887.13
				=	
				Demo VCT	
14	09 67 16 00 0003		SF	Epoxy Marble Chip Floor, Topping 3/16" Thick, Heavy Duty EpoxyIncludes primer, 3/16" marble chip coat and top seal coat.	\$14,042.83
				Installation	
				Quantity	Unit Price
				1,000.00	13.93
				x	x
				Factor	Total
				1.0081	14,042.83
				=	
				Epoxy Flooring	
15	09 67 16 00 0003 0158		MOD	For Skid Resistant Abrasive Sand Finish, Add	\$100.81
				Installation	
				Quantity	Unit Price
				1,000.00	0.10
				x	x
				Factor	Total
				1.0081	100.81
				=	
16	22 01 40 81 0031		EA	Removal And Replacement Of Toilet Closet Bolt, 5/16" x 3" With Nuts And Washers	\$118.63
				Installation	
				Quantity	Unit Price
				8.00	14.71
				x	x
				Factor	Total
				1.0081	118.63
				=	
				Remove/Replace Toilet Accessories	
17	22 41 39 00 0047		EA	Removal And Replacement Of Wax Ring SealExcludes removal of toilet	\$86.37
				Installation	
				Quantity	Unit Price
				8.00	10.71
				x	x
				Factor	Total
				1.0081	86.37
				=	
				Remove/Replace Toilet Accessories	
18	22 42 13 13 0064		EA	Removal And Reinstallation Of Floor Mount Water Closet With Tank	\$1,850.39
				Installation	
				Quantity	Unit Price
				8.00	229.44
				x	x
				Factor	Total
				1.0081	1,850.39
				=	
				Remove/Replace Toilets	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141657.00
Work Order Title: COK - Southern Museum Flooring

Proposal Name: COK - Southern Museum Flooring
Proposal Value: \$42,019.00

Sect.	Item	Modifier	UOM	Description	Line Total						
Labor	Equip.	Material	(Excluded if marked with an X)								
Partitions											
27	10 21 13 19 0188		EA	60" x 58" x 1/2", Solid Phenolic, Toilet Partition Panel	\$3,194.27						
				Quantity	Unit Price	Factor	=	Total			
				Installation	4.00	x	761.10	x	1.0081	=	3,069.06
				Demolition	4.00	x	31.05	x	1.0081	=	125.21
				Demo/Install New Partitions							
28	10 21 13 19 0188	0183	MOD	For Heavy Gauge Full-Height SS Brackets, Add	\$276.14						
				Quantity	Unit Price	Factor	=	Total			
				Installation	4.00	x	68.48	x	1.0081	=	276.14

Subtotal for Partitions **\$17,318.00**

Proposal Total **\$42,019.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of Kennesaw

Detailed Scope of Work

Print Date: January 08, 2026

Work Order Number: 141657.00

Work Order Title: COK - Southern Museum Flooring

Contractor: GA-ST01-040820-FHP - F.H. Paschen, S.N. Nielsen & Assoc., LLC

Brief Scope: COK - Southern Museum Flooring

<p>To: Wayne Thompson F.H. Paschen, S.N. Nielsen & Assoc., LLC 1371 Southland Circle NW Atlanta, Ga 30318 404-942-1307</p>	<p>From: Robbie Balenger City of Kennesaw 2529 J O Stephenson Avenue Kennesaw, GA 30144 678-674-3387</p>
---	---

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached detailed scope of work (DSOW)

Owner	Date

Contractor	Date

SCOPE OF WORK
City of Kennesaw – Southern Museum Flooring
2829 Cherokee Street Northwest, Kennesaw, Georgia 30144

Summary Scope

Demo existing VCT and wall base in restroom areas and install new epoxy flooring and 6” wall base.

Detailed Scope of Work

The Contractor shall furnish the materials, equipment, labor, and supervision to provide and install the work as described below.

Flooring

- Demo existing VCT and wall base
- Prep floors as needed
- Furnish and install owner selected Epoxy flooring
- Furnish and install owner selected 6” wall base
- Furnish and install transition strips as needed

Partitions

- Demo existing partitions in mens/womens restroom
- Patch drywall as required for installation
- Furnish and install new phenolic partitions to match existing layout

Details that Apply to All Work Areas:

1. Contractor shall utilize the latest issue of the ezIQC Specifications for all work.
2. All standard submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
3. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishing with magnetic pickup to ensure safety and cleanliness.
4. All measurements and quantities supplied in this scope of work are approximate in nature.
5. Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.
6. The Contractor shall confirm allowable working hours with Owner before mobilization.
7. Free Parking is available for the Contractor by the Owner.
8. Contractor shall obtain approvals in advance for all lay down and storage areas.
9. All salvageable materials remain the property of the Owner.
10. Contractor shall coordinate inspections as required.
11. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
12. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
13. Contractor shall not be required to pay Davis Bacon Wage Rates.

Permitting:

The Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule

1. Contractor to propose a detailed construction schedule and submit with proposal package.
2. Project construction will be scheduled upon receipt of the PO.

Owner Responsibilities

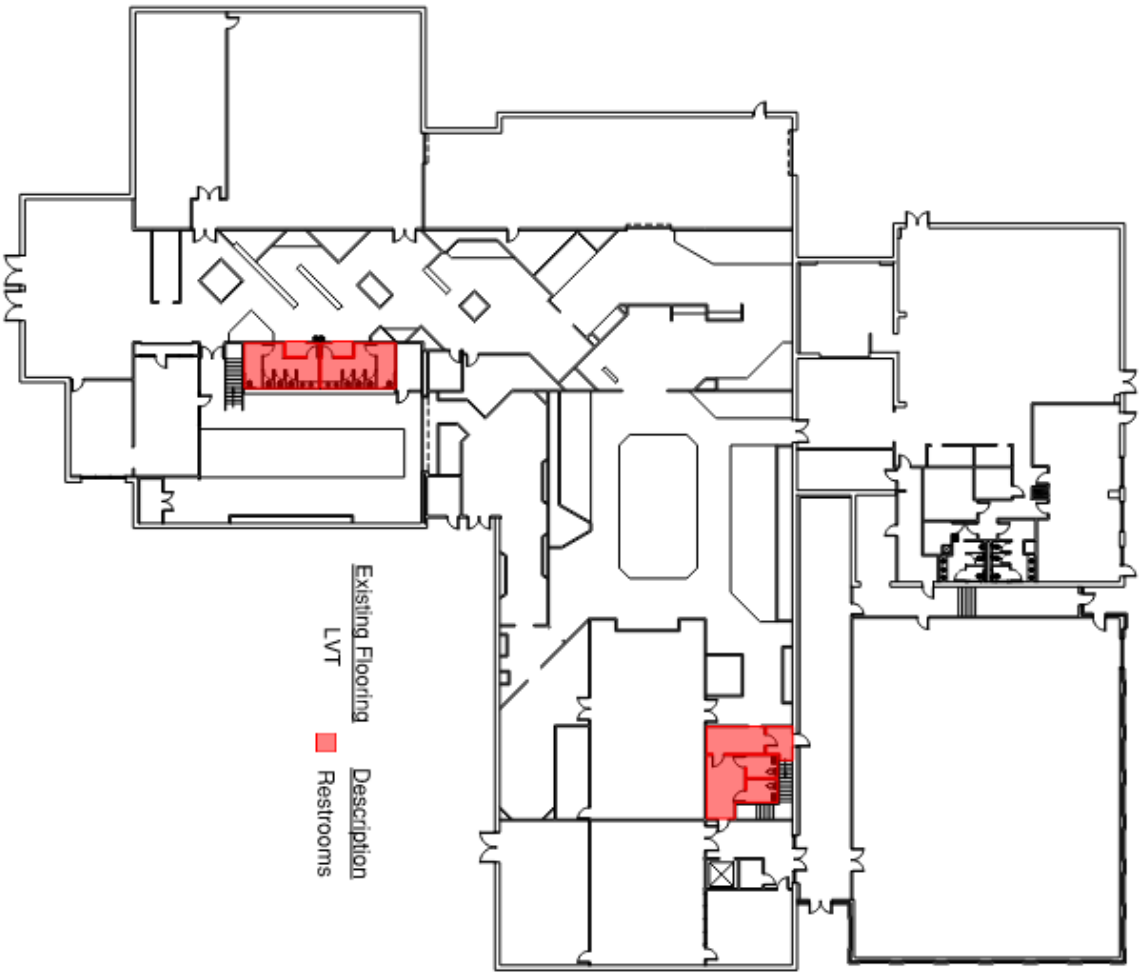
1. Coordinate any State Fire Marshal approvals as necessary.
2. Provide access to the worksite during normal and other than normal working hours.
3. Provide a staging area for project related materials.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. Owner issued Contract Documents
 - a. Specifications, Drawings, and Sketches.
 - b. Other documents referenced immediately above.
3. EZIQC master contract document

City of Kennesaw - Southern Museum
Flooring





Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: February 2, 2026

TITLE: **Resolution: Ben Robertson Community Center Flooring Replacement**
Consideration for approval of a Resolution accepting the proposal presented by Gordian for the flooring replacement at Ben Robertson Community Center.

Summary:

This proposal includes the demolition and replacement of the current flooring. The carpet in the hallway between the dance rooms and fitness room will be replaced.

Recommendation:

The Building and Facilities Director recommends approval.

Fiscal Impact:

2022 SPLOST Facilities Improvements — \$37,815

Attachments:

1. RES 2026 - Community Center Flooring
2. Exhibit A - 141660.00 COK Ben Robertson Community Center Selective Flooring WOP 1.8.2026

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2026-__

RESOLUTION TO AWARD PROJECT TO GORDIAN FOR THE FLOORING
REPLACEMENT AT THE BEN ROBERTSON COMMUNITY CENTER

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

WHEREAS, the scope of work includes all material and labor necessary for replacing the carpet hallway flooring with LVP.

WHEREAS, Gordian's pricing is based off current State of Georgia Contract pricing, the proposal is for \$37,815 and will be paid from 2022 SPLOST Facility Improvements.

NOW, THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to accept the proposal and award the project to Gordian for flooring replacement at the Ben Robertson Community Center as shown in **Exhibit A**.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of February 2026.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Work Order Signature Document

EZIQC Contract No.: GA-ST01-040820-FHP			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number:	141660.00	Work Order Date:	01/08/2026
Work Order Title: COK - Ben Robertson Community Center - Selective Flooring			
Owner Name:	City of Kennesaw	Contractor Name:	F.H. Paschen, S.N. Nielsen & Assoc., LLC
Contact:	Robbie Balenger	Contact:	Wayne Thompson
Phone:	678-674-3387	Phone:	404-942-1307

Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST01-040820-FHP.	
<u>Brief Work Order Description:</u>	
COK - Ben Robertson Community Center - Selective Flooring	

Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>		
Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>	

--

Work Order Firm Fixed Price: \$37,815.00
Owner Purchase Order Number:

Approvals

	Date		Date
Owner		Contractor	

Detailed Scope of Work

To: Wayne Thompson
 F.H. Paschen, S.N. Nielsen & Assoc., LLC
 1371 Southland Circle NW
 Atlanta, Ga 30318
 404-942-1307

From: Robbie Balenger
 City of Kennesaw
 2529 J O Stephenson Avenue
 Kennesaw, GA 30144
 678-674-3387

Date Printed: January 08, 2026

Work Order Number: 141660.00

Work Order Title: COK - Ben Robertson Community Center - Selective Flooring

Brief Scope: COK - Ben Robertson Community Center - Selective Flooring

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see attached detailed scope of work (DSOW)

 Contractor Date

 Owner Date

Contractor's Price Proposal - Summary

Date: January 08, 2026
IQC Master Contract #: GA-ST01-040820-FHP
Work Order Number: 141660.00
Owner PO #:
Work Order Title: COK - Ben Robertson Community Center - Selective Flooring
Contractor: F.H. Paschen, S.N. Nielsen & Assoc., LLC
Proposal Name: COK - Ben Robertson Community Center - Selective Flooring
Proposal Value: \$37,815.00

Flooring **\$37,815.00**

Proposal Total **\$37,815.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 08, 2026
IQC Master Contract #: GA-ST01-040820-FHP
Work Order Number: 141660.00
Owner PO #:
Work Order Title: COK - Ben Robertson Community Center - Selective Flooring
Contractor: F.H. Paschen, S.N. Nielsen & Assoc., LLC
Proposal Name: COK - Ben Robertson Community Center - Selective Flooring
Proposal Value: \$37,815.00

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Flooring					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$0.81
				Installation	
				Quantity	Unit Price
				-0.81	1.00
				x	x
				Factor	Total
				1.0000	= -0.81
				Round to Dollar	
2	01 45 23 00 0092		EA	Absorption Test, Moisture Content And Unit Weight	\$737.38
				Installation	
				Quantity	Unit Price
				6.00	121.91
				x	x
				Factor	Total
				1.0081	= 737.38
				Moisture Testing	
3	01 74 19 00 0014		EA	20 CY Dumpster (3 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$1,088.75
				Installation	
				Quantity	Unit Price
				2.00	540.00
				x	x
				Factor	Total
				1.0081	= 1,088.75
				Disposal	
4	03 54 16 00 0005		SF	1/2" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation	\$4,670.02
				Installation	
				Quantity	Unit Price
				850.00	5.45
				x	x
				Factor	Total
				1.0081	= 4,670.02
				Floor Prep	
5	09 65 13 13 0004		LF	6" High, 1/8" Thick, Type TV Thermoplastic Vinyl Wall Base, All Colors	\$5,117.12
				Installation	
				Quantity	Unit Price
				900.00	4.90
				x	x
				Factor	Total
				1.0081	= 4,445.72
				Demolition	
				Quantity	Unit Price
				900.00	0.74
				x	x
				Factor	Total
				1.0081	= 671.39
				6" Wall Base	
6	09 65 13 13 0004 0456		MOD	For >240 To 960, Deduct	-\$381.06
				Installation	
				Quantity	Unit Price
				900.00	-0.42
				x	x
				Factor	Total
				1.0081	= -381.06
7	09 65 13 36 0002		LF	Vinyl Transition Strip, Brown Or Black	\$181.46
				Installation	
				Quantity	Unit Price
				100.00	1.80
				x	x
				Factor	Total
				1.0081	= 181.46
				Transition Strips	
8	09 65 19 19 0002		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)	\$1,419.40
				Installation	
				Quantity	Unit Price
				0.00	2.95
				x	x
				Factor	Total
				1.0081	= 0.00
				Demolition	
				Quantity	Unit Price
				1,600.00	0.88
				x	x
				Factor	Total
				1.0081	= 1,419.40
				Demo VCT	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 141660.00
Work Order Title: COK - Ben Robertson Community Center - Selective Flooring

Proposal Name: COK - Ben Robertson Community Center - Selective Flooring
Proposal Value: \$37,815.00

Sect.	Item	Modifier	UOM	Description	Line Total						
Labor	Equip.	Material	(Excluded if marked with an X)								
Flooring											
9	09 65 23 00 0002		SF	0.110" Overall Thickness, 0.012" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$26,631.99						
				Quantity	Unit Price	Factor	=	Total			
				Installation	3,400.00	x	7.77	x	1.0081	=	26,631.99
				LVP Flooring							
10	09 65 23 00 0002	0138	MOD	For >1,000, Deduct	-2,365.00						
				Quantity	Unit Price	Factor	=	Total			
				Installation	3,400.00	x	-0.69	x	1.0081	=	-2,365.00
11	09 68 13 00 0024		SY	28 Ounce, Patterned, Nylon Carpet Tile	\$715.75						
				Quantity	Unit Price	Factor	=	Total			
				Installation	0.00	x	40.27	x	1.0081	=	0.00
				Demolition	200.00	x	3.55	x	1.0081	=	715.75
				Demo Carpet Tile							

Subtotal for Flooring **\$37,815.00**

Proposal Total **\$37,815.00**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of Kennesaw

Detailed Scope of Work

Print Date: January 08, 2026
Work Order Number: 141660.00
Work Order Title: COK - Ben Robertson Community Center - Selective Flooring
Contractor: GA-ST01-040820-FHP - F.H. Paschen, S.N. Nielsen & Assoc., LLC
Brief Scope: COK - Ben Robertson Community Center - Selective Flooring

To: Wayne Thompson
F.H. Paschen, S.N. Nielsen & Assoc., LLC
1371 Southland Circle NW
Atlanta, Ga 30318
404-942-1307

From: Robbie Balenger
City of Kennesaw
2529 J O Stephenson Avenue
Kennesaw, GA 30144
678-674-3387

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see attached detailed scope of work (DSOW)

Owner _____ Date _____

Contractor _____ **Date** _____

SCOPE OF WORK

City of Kennesaw – Ben Roberson Community Center – Selective Flooring 2753 Watts Dr, Kennesaw, GA 30144

Summary Scope

Demo interior carpet tile and/or VCT and wall base and install new LVP flooring and 6” rubber base in select hallways and rooms.

Detailed Scope of Work

The Contractor shall furnish the materials, equipment, labor, and supervision to provide and install the work as described below.

Flooring

- Demo existing carpet tile/VCT and wall base
- Prep floor as needed
- Furnish and install owner selected LVP flooring
- Furnish and install owner selected 6” wall base
- Furnish and install transition strips as needed

Clarifications & Exclusions

Furniture handling is not included.

Details that Apply to All Work Areas:

1. Contractor shall utilize the latest issue of the ezIQC Specifications for all work.
2. All standard submittals are to be provided to the Owner as part of the submittal process prior to installation by the contractor.
3. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, nails and fasteners from the ground and all surrounding area and finishing with magnetic pickup to ensure safety and cleanliness.
4. All measurements and quantities supplied in this scope of work are approximate in nature.
5. Contractor shall verify all new and existing conditions and dimensions at job site prior to the proposed process start of construction, and during construction.
6. The Contractor shall confirm allowable working hours with Owner before mobilization.
7. Free Parking is available for the Contractor by the Owner.
8. Contractor shall obtain approvals in advance for all lay down and storage areas.
9. All salvageable materials remain the property of the Owner.
10. Contractor shall coordinate inspections as required.
11. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc.
12. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.
13. Contractor shall not be required to pay Davis Bacon Wage Rates.

Permitting:

The Contractor will be responsible for obtaining such applicable permits and the Owner will be responsible for compensating the Contractor for permit fees and any design necessary to obtain such permits or related approvals as described in the master contract documents (i.e. permit fees are dollar for dollar reimbursable and professional design and engineering fees are paid for at hourly rates published in the Construction Task Catalog).

Project Schedule

1. Contractor to propose a detailed construction schedule and submit with proposal package.
2. Project construction will be scheduled upon receipt of the PO.

Owner Responsibilities

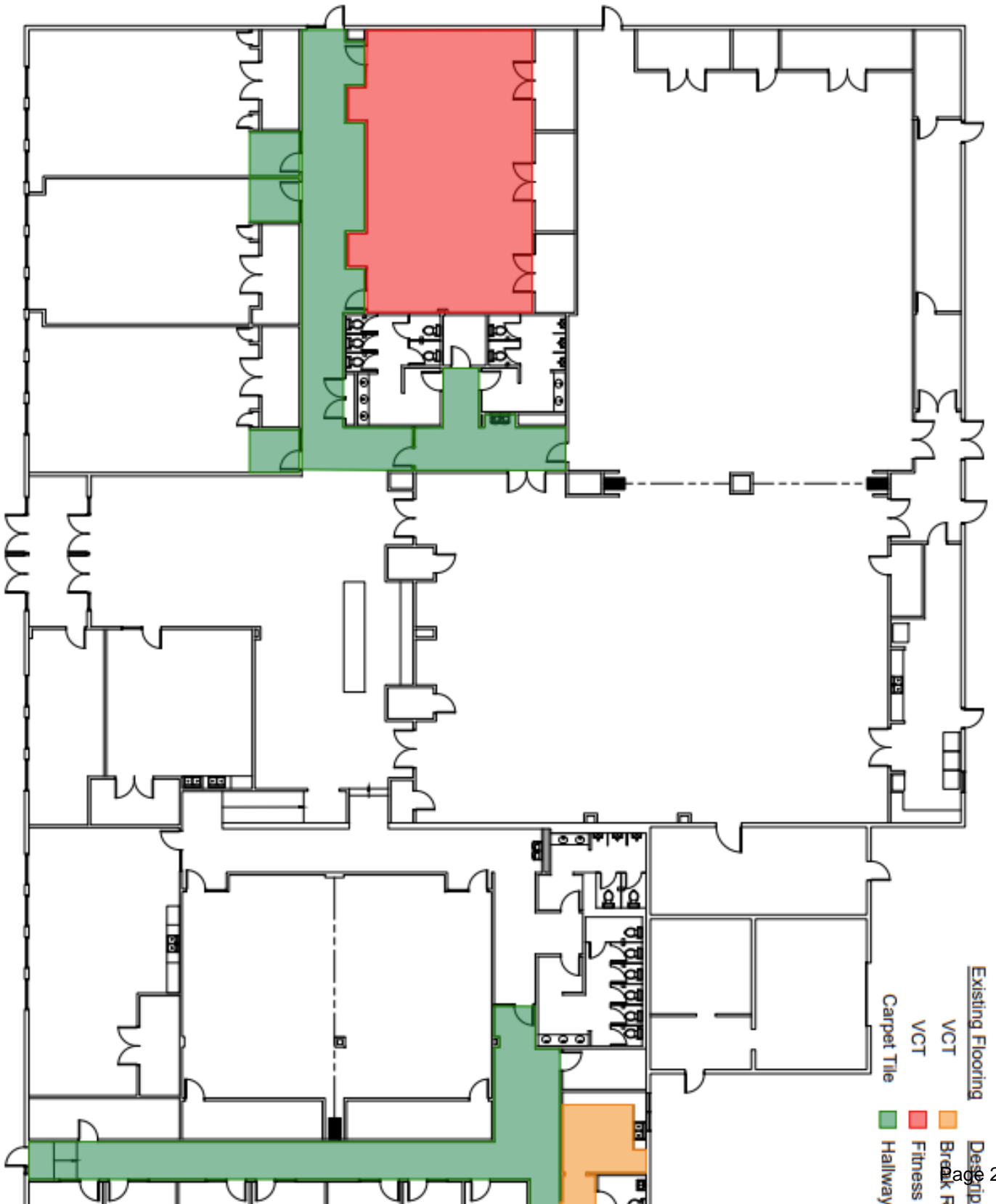
1. Coordinate any State Fire Marshal approvals as necessary.
2. Provide access to the worksite during normal and other than normal working hours.
3. Provide a staging area for project related materials.

Contract Document Order of Precedence:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
2. Owner issued Contract Documents
 - a. Specifications, Drawings, and Sketches.
 - b. Other documents referenced immediately above.
3. EZIQC master contract document

City of Kennesaw - Ben Robertson
Community Center - Selective Flooring



Existing Flooring

VCT

VCT

Carpet Tile

Design

Break R

Fitness

Hallway



Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: February 2, 2026

TITLE: **Resolution: Gay Construction GMP for Chalker Park**
 Consideration for approval of a Resolution amending a contract with Gay Construction as the Construction Manager at Risk (CMAR) for Chalker Park for a Guaranteed Maximum Price (GMP).

Summary:

Gay Construction has provided the City with a GMP (Guaranteed Maximum Price) of \$1,254,662.52 for the project. This is a not-to-exceed amount that they are guaranteeing to complete the project. Council previously approved Gay Construction with a CMAR contract via Resolution 2025-72 on November 3, 2025.

The GMP provided by Gay Construction does not include costs associated with the purchase and installation of playground equipment, rubberized surface, and shade structures for Chalker Park.

Recommendation:

The Parks and Recreation Director recommends approval.

Fiscal Impact:

Traton Homes/ Reserves	100-1055-54-14530-00000
Impact Fees	276-4225-54-145000-00000

Attachments:

1. RES 2026 - Chalker Park GMP
2. Attachment A - GMP Amendment - Gay Construction

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2026-___

**RESOLUTION TO APPROVE A CONTRACT AMENDMENT WITH
GAY CONSTRUCTION COMPANY AS THE
CONSTRUCTION MANAGER AT RISK (CMAR) FOR CHALKER PARK**

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

WHEREAS, on November 3, 2025, the City Council approved Resolution No. 2025-72 authorizing a contract for CMAR services with Gay Construction Company; and

WHEREAS, Gay Construction Company has now submitted a Guaranteed Maximum Price (GMP) for the construction of Chalker Park which does not include costs associated with the purchase and installation of playground equipment, rubberized surface, and shade structures for Chalker Park; and

WHEREAS, the amount of the GMP is \$1,254,662.52.

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council authorizes the Mayor to execute the contract amendment with Gay Construction Company to perform described work as shown in Attachment A.

PASSED AND ADOPTED by the Kennesaw City Council on this _____ day of February 2026.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor

Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Second day of February in the year 2026, is incorporated into the accompanying AIA Document A133TM–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Third day of November in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Chalker Park
3419 Cherokee Street
Kennesaw, GA 30144

THE OWNER:

(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Two Hundred Fifty Four Thousand Six Hundred Sixty Two & 52/100 Dollars

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201TM–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(\$ 1,254,662.52), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Attachment "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in Attachment "A".

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The City of Kennesaw will issue a written Notice to Proceed (NTP) letter to Gay Construction establishing the official date of commencement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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User Notes:

(1631745909)

Not later than Two Hundred Two (202) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Attachment "B"

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Construction Manager to provide Project Directory to City of Kennesaw

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

C. Derek Easterling
Mayor, City of Kennesaw, GA

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

David Carl
President, Gay Construction Company

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:31:09 ET on 01/21/2026.

PAGE 1

This Amendment dated the Second day of February in the year 2026, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Third day of November in the year 2025 (the "Agreement")

...

Chalker Park
3419 Cherokee Street
Kennesaw, GA 30144

...

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

...

Gay Construction Company
2907 Log Cabin Drive
Atlanta, GA 30339

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million Two Hundred Fifty Four Thousand Six Hundred Sixty Two & 52/100 Dollars (\$ 1,254,662.52), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See Attachment "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in ~~Section 6.1.2 of the Agreement~~ Attachment "A".

...

[] Established as follows:

...

The City of Kennesaw will issue a written Notice to Proceed (NTP) letter to Gay Construction establishing the official date of commencement.

PAGE 3

Not later than Two Hundred Two (202) calendar days from the date of commencement of the Work.

PAGE 4

Attachment "B"

...

Construction Manager to provide Project Directory to City of Kennesaw

...

C. Derek Easterling
Mayor, City of Kennesaw, GA

David Carl
President, Gay Construction Company

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:31:09 ET on 01/21/2026 under Order No. 500006427_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Division	Labor	Material	Subcontractor	Equipment	Total
1 General Conditions	-	-	191,089.31	-	191,089.31
1.1 Project Requirements	-	13,558.05	88,361.36	2,448.00	104,367.41
2 Existing Conditions	-	-	-	-	-
3 Concrete	-	-	-	-	-
4 Masonry	-	-	-	-	-
5 Metals	-	-	-	-	-
6 Wood, Plastics, and Composites	-	-	-	-	-
7 Thermal and Moisture Protection	-	-	-	-	-
8 Openings	-	-	-	-	-
9 Finishes	-	-	-	-	-
10 Specialties	-	-	-	-	-
11 Equipment	-	-	-	-	-
12 Furnishings	-	-	-	-	-
13 Special Construction	-	175,645.50	38,124.11	661.11	214,430.72
14 Conveying Equipment	-	-	-	-	-
21 Fire Suppression	-	-	-	-	-
22 Plumbing	-	-	37,602.81	-	37,602.81
23 Heating, Ventilation & Air Conditioning	-	-	-	-	-
26 Electrical / Fire Alarm	-	-	35,340.80	-	35,340.80
27 Communications	-	-	-	-	-
28 Electronic Safety & Security	-	-	-	-	-
31 Earthwork	-	-	241,892.72	-	241,892.72
32 Exterior Improvements	-	-	286,351.59	-	286,351.59
33 Utilities	-	-	-	-	-
TOTALS	-	189,203.55	918,762.71	3,109.11	1,111,075.37

BURDEN:

Labor	40.00%
Material Sales Tax	8.90%
General Liability Insurance	0.40%
Equipment	2.00%
Contingency	7.25%
Fee	5.00%

Building Permit	\$0.00
Business License	\$0.00
P & P Bond	\$0.00
Sub Bonds Premium	\$0.00
Builder's Risk Premium	\$3,136.66
Special/Other Insurance Premium	\$0.00
Subtotal	\$1,114,212.02
Contingency	\$80,704.66
Fee	\$59,745.83
Grand Total	\$1,254,662.52



GAY CONSTRUCTION COMPANY

DIVISION 1.1
Project Requirements

Kennesaw Chalker Park GMP Pricing
1/21/2026

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Site Surveying and Layout	1	LS			\$5,000.00		\$0.00	\$0.00	\$5,020.00	\$0.00	\$5,020.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storage Container	6	MO		\$650.00			\$0.00	\$4,247.10	\$0.00	\$0.00	\$4,247.10
Small Tools	6	MO		\$1,000.00			\$0.00	\$6,534.00	\$0.00	\$0.00	\$6,534.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Toilets	6	MO				\$400.00	\$0.00	\$0.00	\$0.00	\$2,448.00	\$2,448.00
OSHA Requirements	1	LS		\$500.00			\$0.00	\$544.50	\$0.00	\$0.00	\$544.50
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Fire Extinguishers	5	EA		\$100.00			\$0.00	\$544.50	\$0.00	\$0.00	\$544.50
Hard Hats	1	LS		\$250.00			\$0.00	\$272.25	\$0.00	\$0.00	\$272.25
Temporary Fencing	500	LF			\$10.00		\$0.00	\$0.00	\$5,020.00	\$0.00	\$5,020.00
Temporary Gates	1	EA			\$1,000.00		\$0.00	\$0.00	\$1,004.00	\$0.00	\$1,004.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Street Cleaning	6	MO			\$500.00		\$0.00	\$0.00	\$3,012.00	\$0.00	\$3,012.00
NPDES Monitoring - by owner							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Materials Testing - by owner							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Inspections - by owner							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Daily Clean	26	WK		\$50.00	\$1,050.00		\$0.00	\$1,415.70	\$27,409.20	\$0.00	\$28,824.90
Dumpster	26	WK			\$750.00		\$0.00	\$0.00	\$19,578.00	\$0.00	\$19,578.00
Final Clean	10,000	SF			\$0.40		\$0.00	\$0.00	\$4,016.00	\$0.00	\$4,016.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary stone for site management	1	LS			\$10,000.00		\$0.00	\$0.00	\$10,040.00	\$0.00	\$10,040.00
Erosion Control Maintenance	26	WK			\$200.00		\$0.00	\$0.00	\$5,220.80	\$0.00	\$5,220.80
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Weather Protection	1	LS			\$2,500.00		\$0.00	\$0.00	\$2,510.00	\$0.00	\$2,510.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hauling & Delivery	6	MO			\$500.00		\$0.00	\$0.00	\$3,012.00	\$0.00	\$3,012.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Procure	0.002	EA			\$1,254,662.52		\$0.00	\$0.00	\$2,519.36	\$0.00	\$2,519.36
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$13,558.05	\$88,361.36	\$2,448.00	\$104,367.41

Attachment "B"

Kennesaw Chalker Park
GMP Pricing Clarifications
January 21, 2026

Division 1

1. Materials testing and special inspections are not included.
2. Costs for consumption of temporary utilities is by Owner.
3. Mockups are not included.
4. We assume parking onsite for Gay Construction and all subcontractors.
5. Seismic control / seismic restraints are not included.
6. BIM and as-built scans of the building are not included.
7. Builders risk insurance is included
8. Pricing does not include any tap fees, meter fees, or impact fees, if required by any Authority Having Jurisdiction.
9. Construction waste and disposal program is not included.
10. Building permit costs are not included.
11. Commissioning is not included.
12. Tariff impacts are unknown at time of contract. Any future price escalations or procurement issues will be addressed via future change orders.

Division 2 – Existing Conditions & Demolition

13. Dedicated recycling program is excluded.
14. Demolition and abatement of existing structures is not included.
15. Utility disconnects of existing structures by owner.

Division 3 – Concrete

Division 4 – Masonry

16. Monument sign wall assumed to be stone with a precast cap.

Division 5 – Steel

Division 6 – Millwork

Division 7 – Thermal and Moisture Protection

Division 8 – Windows and Doors

Division 9 – Finishes

Division 10 - Accessories

Division 12 – Furnishings

Divisions 13 – Special Construction

17. The Dakota restroom building is included as follows: Dakota multi-user flush toilet building with standard simulated cedar shake roof and split face block wall texture, tone color, three 16-gauge galvanized steel doors and frames with Norton 7500 series door closers, vitreous china plumbing fixtures (2-lavatories, 4-water closets), Emax hot water heater, two soap dispensers, two Saniflow hand dryers, two sanitary napkin disposal, Koala baby changing station, four 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, J-boxes and conduit in rooms and chase, ADA drinking fountain with bottle filler, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings and State Approvals included.

Division 21 – Fire Sprinkler

Division 22 - Plumbing

18.

Division 23 - HVAC

Division 26,27,28 – Electrical, Communications, Life Safety

19. An allowance of \$18,000 for 3ea. solar light poles has been provided. No other site lighting is included.
20. An allowance of \$10,000 is included for security infrastructure, exact security camera quantities or locations are unknown at this time.
21. The electrical service to the restroom building is included as a 200amp service up to 60 feet to the nearest pull box on the corner of Smith and Cherokee. It is assumed that we can feed the panel off of the existing load.

Divisions 31 - 33

22. Ameristar fence is only included as shown on the site plan. Ameristar fence is not included around the perimeter of the playground as shown on detail 2 on sheet 11.
23. Playground equipment, footings, drainage or surface are not included.
24. Wheelstops are not included.
25. An additional storm drainage line to connect the playground drainage system to the site drainage system is included. We are assuming an additional basin will be required for this.

26. Unsuitable soil conditions, undercutting, subgrade mediation, stabilization stone, geosynthesis mechanical drying, lime drying, subsurface de-watering, rock blasting and excavation, rip rock, rock disposal, or relocation of existing utilities are not included.
27. Landscaping warranties are not included on live material due to the absence of an irrigation system.
28. Plantings at the bioretention pond are included as 450 ea. single gallon heavy metal switch grass at 24" OC.
29. Other plantings include 18 ea ternstroemia gymnanthera cleyera at 3 gallons each in the parking lot and 3 ea October Glory Red Maples at 3" calipers each.



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: February 2, 2026
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 2, 2026

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