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

Council
Mayor Pro Tem Antonio Jones
Madelyn Orochena
Tracey Viars
Pat Ferris

City Council Work Session
Meeting Agenda
February 26, 2024 6:30 PM
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

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1. **Invocation**
2. **Pledge of Allegiance**
3. **Call to Order**
4. **Announcements**
   A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.
   Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: https//www.facebook.com/CityofKennesaw/
   B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**
5. **Presentations**
6. **Public Comment/Business from the Floor**
7. **Old Business**
8. **New Business**
9. **Committee and Board Reports**

A. **Road Closures: Big Shanty Festival**
Approval of road closures to support the Big Shanty Festival on April 19-21, 2024.

10. **Public Hearing(s)**

A. **Ordinance: Charter Amendment to Section 3.04 "Oath of Office"**
FIRST PUBLIC HEARING
Consideration of approval of an ordinance to amend the City of Kennesaw Charter § 3.04, "Oath of Office."

B. **Ordinance: Oaths for Boards, Commissions, and Authorities**
Consideration of approval of an ordinance to adopt an oath as prescribed by the Code of Ordinances of the City fo Kennesaw, Georgia § 2-71(f) and O.C.G.A § 45-3-1; and the Loyalty Oath as set forth in O.C.G.A § 45-3-13.

11. **Consent Agenda**

A. **Minutes: February 12, 2024, City Council Work Session**
Approval of the February 12, 2024, City Council work session minutes.

B. **Minutes: February 12, 2024, City Council Executive Session**
Approval of the February 12, 2024, City Council executive session minutes.

C. **Minutes: February 19, 2024, City Council Regular Meeting**
Approval of the February 19, 2024, City Council regular meeting minutes.

12. **General and Administrative**

13. **Public Safety**

14. **Information Technology**

15. **Public Works**

A. **Resolution: CDBG Subprecipient Agreement**
Approval of a Resolution for the 2024 Community Development Block Grant (CDBG) Subrecipient Agreement between Cobb County and the City of Kennesaw.

B. **Resolution: Conveyance of Property at 1920 Twelve Oaks Circle for Driveway Relocation**
Approval of a Resolution to convey a section of the City owned property at 1920 Twelve Oaks Circle in fee simple to Harold and Patricia Anderson.

16. **Recreation and Culture**

A. **Resolution: Sports Association Facility Use Agreement**
Approval of a Resolution to authorize the Mayor to execute a Sports Association Facility Use Agreement between the Kennesaw Baseball and

Softball Association (KBSA) and the City of Kennesaw.

17. Community Development

18. Public Comment/Business from the Floor

19. City Manager's Report

A. **Reports, Discussions, and Updates**

B. **Resolution: Revenue Administration Policy**
Approval of a Resolution to adopt the City of Kennesaw's Revenue Administration Policy.

C. **Resolution: Debt Management Policy**
Approval of a Resolution to adopt the City of Kennesaw's Debt Management Policy.

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

A. **Discussion: First Light Technologies**
Requested by Mayor Pro Tem Antonio Jones regarding the use of solar lighting.

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: James Friedrich, Assistant to the City Manager

DATE: February 26, 2024

TITLE: **Road Closures: Big Shanty Festival**
Approval of road closures to support the Big Shanty Festival on April 19-21, 2024.

Summary:1.) Beginning Friday, April 19 at 6:00 PM until Sunday, April 21 at 8:00 PM.:

- J.O. Stephenson Avenue from Main Street to Dallas Street
- Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive
- Watts Drive from Dallas Street to Main Street
- Lewis Street from Dallas Steet to Main Street

2.) Beginning Saturday, April 20 at 6:00 AM until Sunday, April 21 at 8:00 PM.:

- Main Street from Summer Street to Moon Station Road

3.) The following road closures support the Big Shanty Festival parade on Saturday, April 20:

- Main St. will be closed from Park Drive to Watts Drive 9:15 – 11:00 AM.
- The following roads will be closed at Main St. 9:15 – 10:45 AM:
    - Park Drive
    - Dallas Street
    - Whitfield Place
    - Moon Station Road
    - Lewis Street
    - J.O. Stephenson Avenue
    - Cherokee Street
    - Watts Drive
- Watts Drive will be closed from the entrance to Adams Park to Main Street 9:15 – 10:30 AM

- Dallas Street will be closed from 9:15 – 10:45 AM

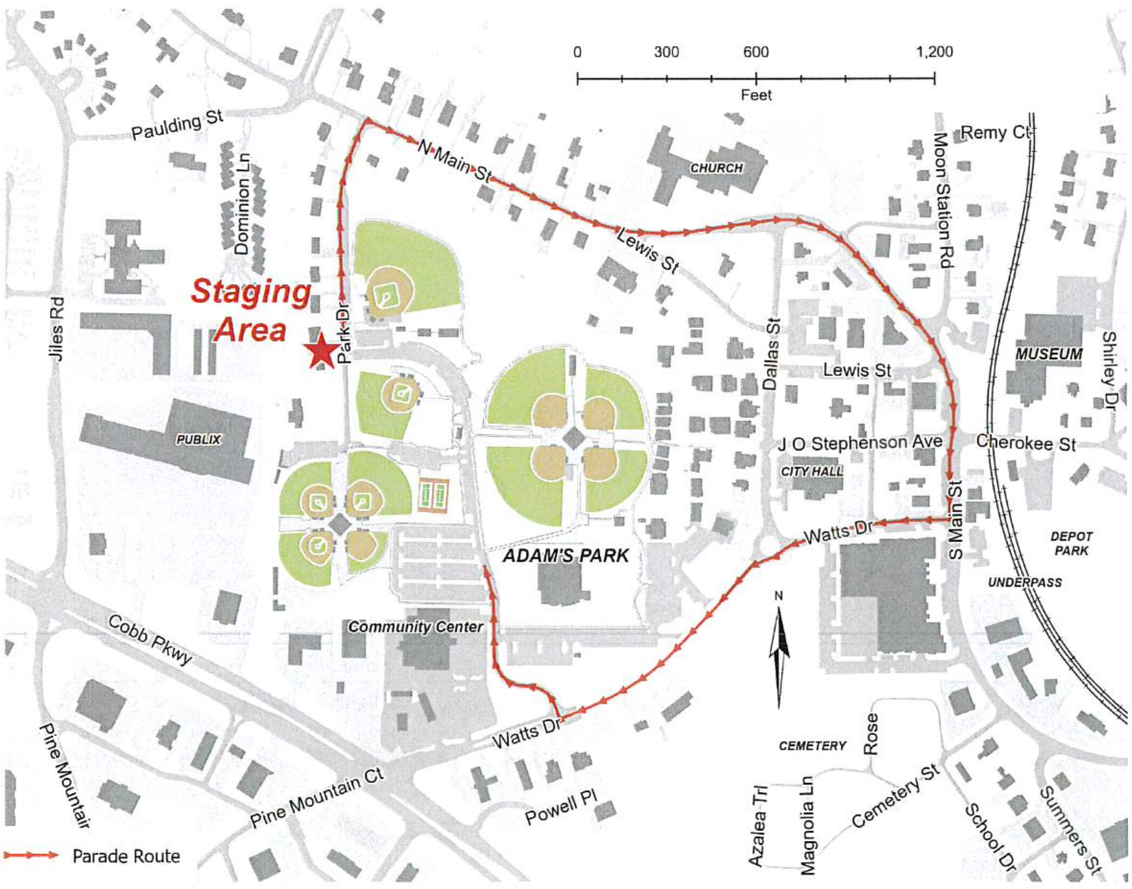
Recommendation:
The Events Committee recommends approval.

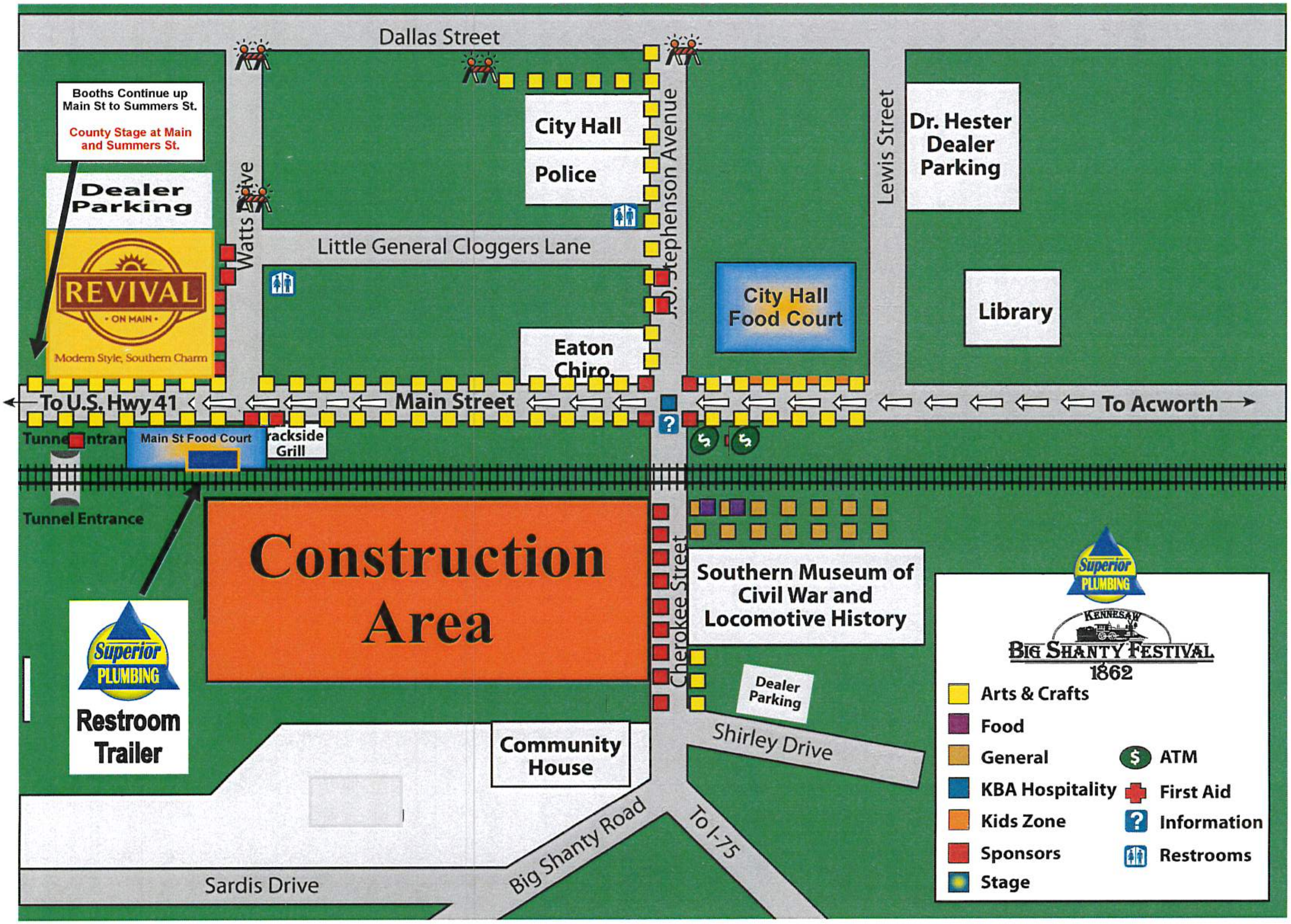
Fiscal Impact:

Attachments:
1. Pages from 2024 Big Shanty Festival - City of Kennesaw Event Applcation (002)

2024 Superior Plumbing
Kennesaw/Big Shanty Festival Parade Route

The **parade route** will start at Adams Park – Park Dr.; right onto Main St.; right on Watts Dr., thru round-a-bout and right - back into Adams Park.





Superior PLUMBING

KENNESAW BIG SHANTY FESTIVAL 1862

City of Kennesaw, GA

KBA

April 20 & 21

Sat., 10:00 a.m.- 6:00 p.m.
Sun., 12:00 p.m. - 5:00 p.m.

Over 150 Arts & Crafts

Delicious Festival Food
Entertainment Stage

Acoustic Music - Main Street Food Court

kennesawbusiness.org
or 770-423-1330

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 26, 2024

TITLE: **Ordinance: Charter Amendment to Section 3.04 "Oath of Office"**
FIRST PUBLIC HEARING
Consideration of approval of an ordinance to amend the City of Kennesaw Charter § 3.04, "Oath of Office."

Summary:
The proposed amendments to the Charter include codifying the oaths and filing processes necessary before a person takes any elected office in the city government. Oaths shall be administered before an officer of the state authorized to administer oaths at an open public meeting of the Mayor and City Council. The oaths shall include the Oath of Office, the Loyalty Oath, and the Statutory Oath. Pursuant to O.C.G.A § 45-3-10.1, following the official oaths taken by our municipal officers, those oaths shall be filed in the office of the judge of the probate court. This public hearing was advertised in the Marietta Daily Journal on February 23, 2024, and will be advertised in the March 1, 2024, and March 8, 2024, editions pursuant to O.C.G.A § 36-35-3(b)(1). Further, the amendment must be adopted at two regular consecutive meetings of the Mayor and City Council. The first public hearing will be held on March 4, 2024, and the final public hearing will be held on March 18, 2024, where final action will take place.

Recommendation:
City Clerk recommends approval.

Fiscal Impact:

Attachments:
1. ORDINANCE - Oath Charter Amendment
2. 2024-02-23 Legal Ad

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2024-___, 2024

AN ORDINANCE TO AMEND THE CITY OF KENNESAW CHARTER, SEC. 3.04. – OATH OF OFFICE.

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

WHEREAS, the Mayor and Council of the City of Kennesaw seek to amend the Charter, "Sec. 3.04. – Oath of office."

Section 1: The Charter of the City of Kennesaw, Georgia is hereby amended by replacing section, 3.04, to read as follows:

Sec. 3.04. – Oaths.

(a) Oath of office. Before a person takes any elected office in the city government, he or she shall take, before an officer of the state authorized to administer oaths, and at an open public meeting of the Mayor and Council, the following such oath or affirmation:

"I, _____________ (Name), swear that I will faithfully and impartially uphold the Constitution of this State and of the United States, and will conduct myself faithfully as ____________________ as mayor (or councilmember, as the case may be) during my continuance in office. I have not, in order to influence my election to this office, directly or indirectly promised my vote or support to any person or officer in the government of the City of Kennesaw, nor for any other office. I will not knowingly permit my vote in the election or appointment of any persons to a position in this government to be influenced by fear, favor, or the hope of reward, but in all things pertaining to my office I will be governed by what in my judgment is for the public good and for the best interest of the city, so help me God."

(b) Loyalty Oath. All persons who are employed by and are on the payroll of the city and are the recipients of wages, per diem, or salary, including elected and appointed officers, are required to take an oath that they will support the Constitution of the United States and the Constitution of Georgia. The oath shall be sworn before an officer of the state authorized to administer oaths, in the following form:

"I, ______________________ (Name) a citizen of _________________ and being an employee of the City of Kennesaw and the recipient of public funds for services rendered as such employee, do hereby solemnly swear and affirm that I will support the Constitution of the United States and the Constitution of Georgia."

State law reference O.C.G.A. § 45-3-11, O.C.G.A. § 45-3-12, and O.C.G.A. § 45-3-13.

(c) Statutory oath. Before a person takes any elected office in the city government, he or she shall before entering upon the discharge of their respective duties, take and subscribe the following oath before an officer of the state authorized to administer oaths:

"I _____________, do solemnly swear or affirm that I will properly perform the duties as an elected official in and for the city, to the best of my knowledge, skill, and ability; that I am not the holder of any unaccounted for public money due to the State of Georgia or any political subdivision or authority thereto; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state, which I am by the laws of the State of Georgia prohibited from holding; that I am qualified to hold the position which I am about to enter according to the Constitution and laws of Georgia, that I will support the Constitution of the United States and the State of Georgia; that I have been a resident of the City of Kennesaw for the time required by the Constitution and laws of the State of Georgia and the Charter of the city, if any; so help me God."

State law reference O.C.G.A. § 45-3-1.

(d) Filing: When taken by municipal officers, official oaths shall be filed in the office of the judge of the probate court by the city clerk.

State law reference O.C.G.A. § 45-3-10.1.

<u>Section 2:</u>

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of _______, 2024.

ATTESTED BY:	CITY OF KENNESAW:
___________________________	___________________________
LEA ALVAREZ, City Clerk	DEREK EASTERLING, Mayor

2:23;3:1-2024

MDJ-2062
GPN-16
PUBLIC NOTICE
NOTICE OF PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF KENNESAW, GEORGIA

Pursuant to O.C.G.A § 36-35-3(b)(1) and O.C.G.A § 36-35-5, notice is hereby given that an Ordinance has been introduced to amend the Charter of the City of Kennesaw (Ga. Laws, 2013, p. 4234, et seq.) approved May 6, 2013, as amended, said Ordinance being captioned as follows: AN ORDINANCE TO AMEND THE CITY OF KENNESAW CHARTER, SEC. 3.04, OATH OF OFFICE. A copy of the proposed Ordinance and Charter Amendment is on file in the Office of the City Clerk of the City of Kennesaw and the Clerk of the Superior Court of Cobb County for the purpose of examination and inspection by the public.

2:23;3:1,8-2024

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 26, 2024

TITLE: **Ordinance: Oaths for Boards, Commissions, and Authorities**
Consideration of approval of an ordinance to adopt an oath as prescribed by the Code of Ordinances of the City fo Kennesaw, Georgia § 2-71(f) and O.C.G.A § 45-3-1; and the Loyalty Oath as set forth in O.C.G.A § 45-3-13.

Summary:
The proposed ordinance includes codifying the oaths and filing processes necessary before a person assumes office as a member of a board, commission, or authority. Oaths shall be administered before the mayor, municipal court judge, associate judge, or an officer of the state authorized to administer oaths at an open public meeting of the Mayor and City Council. The oaths shall include the Oath of Office and Loyalty Oath. Pursuant to O.C.G.A § 45-3-10.1, following the official oaths taken by our municipal officers, those oaths shall be filed in the office of the judge of the probate court. This public hearing was advertised in the Marietta Daily Journal on February 23, 2024, and March 1, 2024. In accordance with Kennesaw Code of Ordinances § 2.12, final adoption will take place at the March 4, 2024, regular City Council meeting.

Recommendation:
City Clerk recommends approval.

Fiscal Impact:

Attachments:
1. ORDINANCE - Boards and Commissions Oath
2. 2024-02-23 Legal Ad

CITY OF KENNESAW
GEORGIA

ORDINANCE NO. 2024-___, 2024

AN ORDINANCE TO ADOPT AN OATH AS PRESCIRBED BY THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SECTION 2-71(f) AND O.C.G.A. § 45-3-1; AND THE LOYALTY OATH AS SET FORTH IN O.C.G.A. § 45-3-13.

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

WHEREAS, pursuant to 2-71(f), "No member of a board, commission, or authority shall assume office until s/he has executed and filed with the clerk of the city an oath obligating such member to perform faithfully and impartially the duties of his/her office, such oath to be prescribed by ordinance and administered by the mayor."

WHEREAS, That the following oath shall be adopted as an Ordinance in accordance with the requirements of the Code of Ordinances of the City of Kennesaw, Georgia Section 2-71(f),O.C.G.A. § 45-3-1, and O.C.G.A. § 45-3-13:

Section 1: The Code of Ordinances of the City of Kennesaw, Georgia is hereby amended by replacing section, 2-71(f), to read as follows:

Sec. 2-71(f). – Oaths.

(1) Oath of office. No member of a board, commission, or authority shall assume office until s/he has executed and filed with the clerk of the city an oath obligating such member to perform faithfully and impartially the duties of his/her office, such oath to be prescribed by ordinance and sworn before the mayor, municipal court judge, associate judge, or an officer of the state authorized to administer oaths and at an open public meeting of the Mayor and Council:

"I _______, do solemnly swear or affirm that I will perform faithfully and impartially the duties as a member of the ____________________ in and for the city, to the best of my knowledge, skill and ability; that I am not the holder of any unaccounted for public money due to the State of Georgia or any political subdivision or authority thereto; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state, which I am by the laws of the State of Georgia prohibited from holding; that I am qualified to hold the position which I am about to enter according to the Constitution and laws of Georgia, that I will support the Constitution of the United States and the State of Georgia; that I have been a resident of the City of Kennesaw for the time required by the Constitution and laws of the State of Georgia and the Charter of the city, if any; so help me God."

(2) Loyalty oath. All persons who are employed by and are on the payroll of the city and are the recipients of wages, per diem, or salary are required to take an oath that they will support the Constitution of the United States and the Constitution of Georgia. The oath shall be sworn before the mayor, municipal court judge, associate judge, or an officer of the state authorized to administer oaths in the following form:

"I, _____________________ (Name) a citizen of _________________ and being an employee of the City of Kennesaw and the recipient of public funds for services rendered as such employee, do hereby solemnly swear and affirm that I will support the Constitution of the United States and the Constitution of Georgia."

State law reference O.C.G.A. § 45-3-11 and O.C.G.A. § 45-3-13.

(3) Filing: When taken by municipal officers, official oaths shall be filed in the office of the judge of the probate court by the city clerk.

State law reference O.C.G.A. § 45-3-10.1.

Section 2:

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of _______, 2024.

ATTESTED BY:

____
LEA ALVAREZ, City Clerk

CITY OF KENNESAW:

____
DEREK EASTERLING, Mayor

8003 Public Hearing

MDJ-2063
GPN-16
NOTICE OF PUBLIC HEARING
CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct a public hearing on March 4, 2024, at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to adopt an oath as prescribed by the Code of Ordinances of the City of Kennesaw, Georgia, Section 2-71(f) and O.C.G.A. § 45-3-1; and the Loyalty Oath as set forth in O.C.G.A. § 45-3-13. A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

2:23;3:1-2024

8004 Public Sales/Auctions

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 26, 2024

TITLE: **Minutes: February 12, 2024, City Council Work Session**
Approval of the February 12, 2024, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2024-02-12 City Council Work Session Minutes - DRAFT

MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 12, 2024
6:30 PM

Present	Mayor Derek Easterling Mayor Pro Tem Antonio Jones Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Pat Ferris City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.

1. Invocation

2. Pledge of Allegiance

3. Call to Order

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

4. Announcements

A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.
Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: https//www.facebook.com/CityofKennesaw/

B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

A. **Proclamation: Government Communicators Day**
Presentation of a proclamation at the February 19, 2024, regular City Council meeting declaring February 24, 2024, as Government Communicators Day in the City of Kennesaw.

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6. Public Comment/Business from the Floor

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. **Land Use Permit: 2358 Whispering Drive**
Consideration for approval of a Land Use Permit application for the property located at 2358 Whispering Drive as submitted by applicant Marzia Minns. Case #LU2023-03.

Assistant Zoning Administrator and Planner Chanelle Campbell presented a land use permit application for the property located at 2358 Whispering Drive submitted by Marzia Minns. The application is a request for a permit to obtain a home occupation business license to become a cottage food operator that would allow for the baking and selling of pastries. The property is zoned RM-8, which is Multi-Family Residential. Ms. Campbell shared that the application was advertised in the Marietta Daily Journal on January 19, 2024, and a public notice sign was placed on the property. At their regularly scheduled meeting, the Planning Commission recommended approval of the permit application with conditions as outlined in the staff analysis.

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Councilmember Ferris asked if the property was off of Moon Station Road because he was looking at it on Google Earth, and the property looked more like a single-family development. Ms. Campbell responded the property is zoned Multi-Family residential, so some of the houses within the neighborhood are duplexes, town homes, and single-family. This particular home is attached.

B. **Ordinance: Unified Development Code Text Amendment**
Consideration for approval of an Ordinance to amend the Unified Development Code, Appendix A, Chapter 2 "Zoning Districts," Section 2.01.03.06 of said chapter regarding the regulation for the R-10 single-family residential district as submitted by the City of Kennesaw. Case #MISC2024-01.

Zoning Administrator Darryl Simmons presented an ordinance to amend the Unified Development Code, Appendix A, Chapter 2, "Zoning Districts," Section 2.01.03.06 regarding the regulation of the R-10 Single-Family Residential district.

Mr. Simmons explained this amendment stemmed from discussion last year regarding a variance application regarding a property in Woodland Acres. Councilmember Ferris raised the question as to why the Council was looking at a variance application when everything around the property was the same size and density. City staff did extensive research and back in the early 1990s, it was discovered that Woodland Acres was built to R-10 standards, but was given an R-15 zoning designation. The entire neighborhood is non-conforming, and it was established that way. After consulting with the city attorneys, staff determined that a text amendment would solve the issue permanently and add a level of protection to existing property owners in the event of destruction of property or building on vacant lots.

The proposed language would acknowledge that Woodland Acres is a legal, non-conforming area.

Mayor Pro Tem Jones clarified that Woodland Acres would keep the R-15 Zoning District, but maintain the R-10 building standards. Mr. Simmons confirmed.

C. **Ordinance: 2024 Zoning Map**
Consideration for approval of an Ordinance to adopt the 2024 Official Zoning Map for the City of Kennesaw. Case #MISC2024-02.

Assistant Zoning Administrator and Planner Chanelle Campbell presented an ordinance to adopt the 2024 official zoning map. The map is adopted annually and reflects all new rezoning, annexations, and zoning amendments.

11. Consent Agenda

A. **January 29, 2024, City Council Work Session Minutes**
Approval the January 29, 2024, City Council work session minutes.

B. **February 5, 2024, City Council Meeting Minutes**
Approval of the February 5, 2024, City Council regular meeting minutes.

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12. General and Administrative

A. **Fiscal Year 2023 Budget Adjustments**
Authorization for Council to approve Budget Adjustments for Fiscal Year Ended September 30, 2023. These budget adjustments are necessary to record year-end budget realignments for Annual Comprehensive Financial Reporting (ACFR) purposes.

Assistant Finance Director Jennifer Gordy reviewed the budget adjustments for Fiscal Year ended September 30, 2023, which are necessary to record year-end budget alignments for Annual Comprehensive Financial Reporting purposes (See **Exhibit A**).

13. Public Safety

A. **January 2024 Crime Statistics**
Receipt of the January 2024 Crime Statistics.

Chief Bill Westenberger presented the January 2024 crime statistics (See **Exhibit B**).

14. Information Technology

15. Public Works

16. Recreation and Culture

17. Community Development

A. **Public Arts Exhibit: 2871 North Main Street**
Consideration of approval for the renewal of a public arts exhibit application submitted by Sean Mills for property located at 2871 North Main Street. Case #PA2023-01.

Zoning Administrator Darryl Simmons presented a renewal of a public arts exhibit application submitted by Sean Mills for property located at 2871 North Main Street. The application was originally approved in April 2023 for six months. The application has expired and is up for renewal. The property owner stated in writing that he was happy with the art and would support renewing the exhibit for another six months. Mr. Simmons stated the public noticing process was followed. The Art and Culture Commission and Historic Preservation Commission will hear this application throughout the week as part of the approval process.

Councilmember Ferris stated part of the reason the Council approved the exhibit for six months is because the art becomes static. He was hoping the artist would update the mural or do something different. He has no objections for another six months. However, he expects to see it updated at some point. Mr. Simmons said he would have that discussion with the property owner.

B. **Final Plat Application: 1994 Smith Street**
Final plat application submitted by Watts & Browning Engineers, Inc. for 1994 Smith Street (parcel number 20009901250); this plat depicts Phase 3 of the East Park Village consisting of a 56 lot townhome development. Case# FP2023-08.

Zoning Administrator Darryl Simmons presented a final plat application submitted by Watts & Browning Engineers, Inc for 1994 Smith Street. This plat depicts Phase 3 of Traton Homes' town home project on Cherokee Street.

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

18. Public Comment/Business from the Floor

19. City Manager's Report

A. **Award Bid and Contract: Gay Construction for the Public Safety Facility**
Consideration for approval of a Resolution to award the bid and contract for the Public Safety Facility to Gay Construction Company.

Assistant City Manager Marty Hughes requested approval of a resolution to award the contract for the Public Safety Facility to Gay Construction Company. The request for qualifications was advertised in the Marietta Daily Journal for the Construction Manager At Risk for pre-construction and construction services. Mr. Hughes explained that seven qualification packages were received, reviewed, and ranked by a Selection Committee consisting of himself, Police Chief Bill Westenberger, Public Works Director Ricky Stewart, Building Facilities Director Robbie Balenger, and Rod Green, who serves on the Police's Citizens Advisory Committee. The four highest ranked qualification

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packages were asked to interview. Based upon the interviews, the Selection Committee, as well as the City Manager, recommended Gay Construction.

Mayor Pro Tem Jones asked if Gay Construction was awarded the lowest bid. Mr. Hughes stated the recommendation was based upon qualitative scoring. Mayor Pro Tem Jones asked if the process could be clarified. Dr. Drobney explained that with a Construction Manager at Risk, the selection is not based on the lowest bid. It is based on qualifications and an interview. So, once interviews are completed, a recommendation is made, and the company's fee proposal package is opened to look at costs and enter into negotiations. This process puts the city in a position to receive a quality product.

Mayor Pro Tem Jones asked about some of the qualifications that were considered. Mr. Hughes responded that the qualifications include overall experience, completion of similar projects in the community, litigation record, and the qualifications of those who will work on the project. Mayor Pro Tem Jones was curious about the possibility of looking at the fees submitted by the six other companies. Mr. Hughes shared that once a selection is made, the other fee packages are not opened, which follows the process for qualitative bidding.

There was confusion about whether the other packages are destroyed after the final recommendation is made. It was confirmed the packages are not destroyed, but maintained by the city.

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Councilmember Ferris mentioned that a couple of meetings ago, it was discussed that the building would be 23,000 square feet, but there was discussion about increasing it to 30,000 square feet. He asked where we were at as far as engeering was concerned. Roy Acree, with Croy Engineering, responded with clarification regarding the request for qualifications process. Mr. Acree stated that the process is to select a company to manage the construction process that has yet to begin. There have not been any bids. In accordance with procurement law, the request for qualifications has to be separate from a sealed fee proposal. So, along with their qualification submittals, companies have to submit in a separate, sealed envelope their fees. That envelope can only be opened when the selection committee makes the recommendation. By procurement law, the other sealed fee proposals cannot be opened. Mr. Acree emphasized that we are at the end of schematic design. The next step would be design documents and construction documents.

Councilmember Ferris asked if the fees for Gay Construction would increase if there is change in the square footage. Mr. Acree stated the fee would not change. The fee submitted is not a bid to construct the building, it is a cost to oversee and manage the construction.

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.

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

After receiving visual and verbal confirmation from the Council, the motion was approved unanimously, 4-0. Motion carried.

7:12 p.m. Recess to Executive Session

The Mayor, City Council, City Manager, Assistant City Manager, City Clerk, Deputy City Clerk, Public Works Director, Croy Engineering Representative, and City Attorneys attended the Executive Session.

DRAFT

7:30 p.m. Reconvene to Open Session

Councilmember Orochena read the Board back into Open Session and directed the Mayor and City Council to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4. Motion seconded by Councilmember Viars.

After receiving visual and verbal confirmation from the Council, the motion was approved unanimously, 4-0. Motion carried.

23. Adjourn

Mayor Easterling adjourned the meeting at 7:30 p.m. The next regular meeting will be held on Monday, February 19, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

____

Lea Alvarez, City Clerk

City of Kennesaw
ADJUSTMENT TO ANNUAL BUDGET
Fiscal Year Ended September 30, 2023

Fund	Description	Amount	
		DR	CR
General Fund	IT Dept Salaries/Benefits – increased for staff shifted from City Mgr Dept to IT Dept during Fiscal Year	33,000	
General Fund	City Mgr Dept Salaries/Benefits – decreased for shift to IT Dept		33,000
General Fund - Capital	Software – due to timing of project funds carried over from prior year	47,000	
General Fund - Capital	Police Vehicles – vehicles on back order from prior year	143,000	
General Fund - Capital	Street Const & Imp – dollars for resurfacing carried over from prior year	824,000	
General Fund - Capital	P&R Site Improvements – Chalker Park	41,000	
General Fund - Capital	P&R Wheelchair Swing – funded by Grant	47,500	
General Fund	Revenue, PY Reserves, Grant		1,102,500
ARP Grant	ARP Grant Expenditures – PD radios, resurfacing, facility improvements, incentive pay	5,900,397	
ARP Grant	ARP Grant Revenue		5,900,397
Hotel/Motel	Hotel/Motel Expenditures – collected more revenue than expected so more paid out	3,600	
Hotel/Motel	Hotel/Motel Revenue - collected more revenue than expected		3,600
KDA	Principal/Interest 2019 Bonds – paid off during the Fiscal Year	3,007,093	
KDA	Other Professional Services – commission on property sale	126,907	
KDA	PY Reserves/Property Sale Proceeds		3,134,000

DRAFT

TOTALS **$10,173,497** **$10,173,497**

JUSTIFICATION AND BACKGROUND:

Fiscal Year End Realignment for Annual Financial Reporting Purposes.

January 2024 Crime Statistics

Summary

January 2024 Group A Offenses (74) increased by 30% compared to January 2023 (57). A vast majority of the crimes reported in January 2024 were Assault Offenses (35). This trend is also present in the data collected for crimes reported in January 2023. Assault Offenses account for approximately 47% (35) of the crimes that have occurred within our jurisdiction in January 2024. Out of the 693 traffic stops in January 2024, (1,024) resulted in Citations and 45% (461) Warnings. There was a total of 124 Adult Arrests that took place during the month, which is a 28% increase from January 2023 (97).

There were 105 traffic accidents YTD, 16 of which were classified as Hit and Run. Of the 105 accidents 10 had injuries, and 2 involved a pedestrian. YTD 2023 total accidents (105) are down compared to YTD 2022 (112).

Crimes	January 2024	January 2023	YTD (01/01/2024) –(01/31/2024)	YTD (01/01/2023) – (01/31/2023)
Assault Offenses	35	31	35	31
Motor Vehicle Theft	2	0	2	0
Burglary	3	2	3	2
Homicide	0	0	0	0
Larceny	30	24	30	24
Sex Offenses	3	0	3	0
Robbery	1	0	1	0
Total	74	57	74	57

DRAFT

	January 2024	January 2023	YTD (01/01/2024) – (01/31/2024)	YTD (01/01/2023) – (01/31/2023)
Dispatched Calls for Service	380 (-418)	798	380 (-418)	798
Self-Initiated Activity	939 (-170)	1,109	939 (-170)	1,109
Traffic Citations	1,024 (-43)	1,067	1,024 (-43)	1,067
Traffic Warnings*	461 (+170)	291	461 (+170)	291
Arrests*	124 (+27)	97	124 (+27)	97

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

Bill Westenberger
Chief of Police

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

Bayleigh Brown
Crime/ Intelligence
Analyst

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 26, 2024

TITLE: **Minutes: February 12, 2024, City Council Executive Session**
Approval of the February 12, 2024, City Council executive session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM: Lea Alvarez, City Clerk

DATE: February 26, 2024

TITLE: **Minutes: February 19, 2024, City Council Regular Meeting**
Approval of the February 19, 2024, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
1. 2024-02-19 City Council Minutes - DRAFT

MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)
February 19, 2024
6:30 PM

Present	Mayor Derek Easterling Mayor Pro Tem Antonio Jones Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Pat Ferris City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.

1. Invocation

Pastor Perry Fowler of Kennesaw First Baptist Church led the invocation.

2. Pledge of Allegiance

DRAFT

The City of Kennesaw's Communication and Engagement department led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:31 p.m.

4. Announcements

A. This public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.
Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: https//www.facebook.com/CityofKennesaw/

B. If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record. **Facebook Live is not monitored for public comment.**

5. Presentations

A. **Proclamation: Government Communicators Day**

Presentation of a proclamation at the February 19, 2024, regular City Council meeting declaring February 24, 2024, as Government Communicators Day in the City of Kennesaw.

Mayor Easterling presented the "Government Communicators Day" proclamation to the city's Communication and Engagement department, including Manager Becca Graham, Communication Specialist Rachel Mikell, and Marketing Specialist Morgan Huntington. Thank you for all you do for the City of Kennesaw!

6. Public Comment/Business from the Floor

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

MARTY HUGHES [Assistant City Manager]: Mr. Hughes read two emails sent to kennesawcouncil@kennesaw-ga.gov from Katherine Rinderle and Lily Nguyen in support of the Public Art Exhibit up for renewal at 2871 North Main Street (See **Exhibit A**).

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

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. **Land Use Permit: 2358 Whispering Drive**
Consideration for approval of a Land Use Permit application for the property located at 2358 Whispering Drive as submitted by applicant Marzia Minns. Case #LU2023-03.

DRAFT

Assistant Zoning Administrator and Planner Chanelle Campbell presented a land use permit application for the property located at 2358 Whispering Drive as submitted by applicant Marzia Minns for a home occupation to bake and package pastries to be sold at local markets in the area. The applicant plans to utilize the kitchen area within the home to prepare, package, and store the items. Staff has determined this use will be low in commercial intensity as the work will be contained within an enclosed building and should not cause a nuisance to any adjacent properties. Ms. Campbell also shared that staff received correspondence from the Whispering Lakes Homeowners Association approving the baking and packaging of the pastries at the subject property.

The Planning and Zoning Director recommends approval with the following conditions: the land use permit is valid for two years starting from the date of final approval; the permit is limited to the current application, this business and use, and is not transferable, any changes will require additional review and approval; there shall be no customers or employees at this location other than the applicant nor shall there by any evidence of a home based business from the right of way, including no signs and no more than one commercial vehicle dedicated to this business.

At the February 7, 2024, Planning Commission meeting, the board unanimously recommended approval with the conditions as read into the record. The application was published in the Marietta Daily Journal on February 19, 2024, and a public notice sign was placed on the property.

Motion by Mayor Pro Tem Jones to approve the Land Use Permit application for the property located at 2358 Whispering Drive as submitted by applicant Marzie Minns including conditions as presented. Seconded by Councilmember Orochena.

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

No comments.

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

Councilmember Ferris asked Ms. Minns which markets she plans on selling her pastires. Ms. Minns responded local farmers markets including Woodstock, Marietta, and Kennesaw.

Vote taken, motion unanimously approved 4-0. Motion passed.

B. **Ordinance: Unified Development Code Text Amendment**
Consideration for approval of an Ordinance to amend the Unified Development Code, Appendix A, Chapter 2 "Zoning Districts," Section 2.01.03.06 of said chapter regarding the regulation for the R-10 single-family residential district as submitted by the City of Kennesaw. Case #MISC2024-01.

DRAFT

Zoning Administrator Darryl Simmons presented an ordinance to amend the Unified Development Code, Appendix A, Chapter 2, "Zoning Districts," Section 2.01.03.06 of said chapter regarding the regulation for the R-10 single-family residential district as submitted by the City of Kennesaw. Mr. Simmons provided some background on this amendment to address an issue that came up in the mid-1990s. The area of Woodland Acres consists of 289 lots. In 1996, there was an attempt to identify the area of Woodland Acres, which is currently zoned R-15, as having been developed under R-10 standards (instead of 15,000 square feet minimum, the lots were platted and built under 10,000 square feet). Of the 289 lots, there are 236 lots that are non-conforming, 53 lots that are conforming, and 12 lots that are vacant.

The intent of this ordinance is to add a layer of protection to current property owners. Mr. Simmons explained that under our ordinance, if a property is damaged more than 50% percent, and we have to issue a building permit, we would have to bring the application before the City Council for a variance under the R-15 standards. He noted we had a similar issue last year when an applicant wanted to build on a vacant lot which did not meet the R-15 standards, so staff required the applicant to come to the City Council with a variance. It was questioned why the City Council was looking at the variance when the issue was corrected in the 1990s. After researching, it was determined that there was an attempt to correct the issue; however, it had been done incorrectly. The text amendment will permanently address the issue and will give protection to current and future property owners within this subject area.

Motion by Councilmember Viars to approve an **ORDINANCE NO. 2024-02** to amend the Unified Development Code, Appendix A, Chapter 2 "Zoning Districts," Section 2.01.03.06 of said chapter, as presented. Seconded by Councilmember Jones.

6:46 p.m. Floor Open for Public Comments

No comments.

6:47 p.m. Floor Closed for Public Comments

Vote taken, motion unanimously approved 4-0. Motion passed.

C. **Ordinance: 2024 Zoning Map**
Consideration for approval of an Ordinance to adopt the 2024 Official Zoning Map for the City of Kennesaw. Case #MISC2024-02.

Assistant Zoning Administrator and Planner Chanelle Campbell presented an ordinance to adopt the 2024 official zoning map. This map is approved annually and reflects all new annexations, rezoning, and code amendments from its last adoption in 2023. Changes to be reflected in this year's map will include nine rezonings, one annexation, and the identification of Woodland Acres subdivisions as presented. The Planning and Zoning Administrator recommends approval. At the February 7, 2024, Planning Commission meeting, the board unanimously recommended approval. The case was advertised in the Marietta Daily Journal on January 26, 2024, and February 2, 2024.

DRAFT

Motion by Councilmember Viars to approve an **ORDINANCE NO. 2024-03** to adopt the 2024 Official Zoning Map for the City of Kennesaw, as presented. Seconded by Councilmember Jones.

6:48 p.m. Floor Open for Public Comments

No comments.

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

Councilmember Ferris wanted to confirm that the map will reflect the identification of Woodland Acres Subdivision. Ms. Campbell confirmed.

Vote taken, motion unanimously approved 4-0. Motion passed.

11. Consent Agenda

A. **January 29, 2024, City Council Work Session Minutes**

Approval the January 29, 2024, City Council work session minutes.

B. **February 5, 2024, City Council Meeting Minutes**
Approval of the February 5, 2024, City Council regular meeting minutes.

C. **Final Plat Application: 1994 Smith Drive**
Final plat application submitted by Watts & Browning Engineers, Inc. for 1994 Smith Drive (parcel number 20009901250); this plat depicts Phase 3 of the East Park Village consisting of a 56 lot townhome development. Case# FP2023-08.

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

Vote taken, motion unanimously approved 4-0. Motion passed.

12. General and Administrative

A. **Fiscal Year 2023 Budget Adjustments**
Authorization for Council to approve Budget Adjustments for Fiscal Year Ended September 30, 2023. These budget adjustments are necessary to record year-end budget realignments for Annual Comprehensive Financial Reporting (ACFR) purposes.

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Assistant Finance Director Jennifer Gordy presented budget adjustments for the fiscal year ended September 30, 2024, which are necessary to record end-year budget realignments for Annual Comprehensive Financial Reporting purposes. The requests include adjustments needed for staff that have moved from one department to another, equipment that was approved in a prior fiscal year, but due to timing, wasn't purchased until fiscal year 2023, park-site improvements, the Swift-Cantrell Park wheelchair swing that was grant-funded, ARPA-approved grant expenditures, a hotel-motel expenditure that staff is budgeting for due to collecting more revenue than was expected, the Kennesaw Development Authority bond that the city was able to pay off early due to proceeds from the sale of Budgetel.

Motion by Councilmember Viars to approve Budget Adjustments for Fiscal Year ended September 30, 2023, as presented. Seconded by Mayor Pro Tem Jones.

Vote taken, motion unanimously approved 4-0. Motion passed.

13. Public Safety

A. **January 2024 Crime Statistics**
Receipt of the January 2024 Crime Statistics.

Chief Bill Westenberger presented the crime statistics from January 2024 (See **Exhibit B**).

Motion by Mayor Pro Tem Jones to receive the January 2024 crime statistics, as presented. Seconded by Councilmember Orochena.

Vote taken, motion unanimously approved 4-0. Motion passed.

14. Information Technology

15. Public Works

16. Recreation and Culture

17. Community Development

A. **Public Arts Exhibit: 2871 North Main Street**
Consideration of approval for the renewal of a public arts exhibit application submitted by Sean Mills for property located at 2871 North Main Street. Case #PA2023-01.

Zoning Administrator Darryl Simmons presented a renewal of a previously approved public art exhibit application submitted by Sean Mills for property located at 2871 North Main Street. The art exhibit was temporarily approved for six months, which has recently expired. After giving notice to the property owner, the owner submitted a written request to extend the exhibit for an additional six months. The renewal application was reviewed by the Historic Preservation Commission, which unanimously recommended approval on February 16, 2024, and the Art and Culture Commission, which unanimously recommended approval on February 15, 2024. The City Council conducts the final review and provides ultimate approval. The Planning and Zoning Administrator recommended approval.

DRAFT

Motion by Councilmember Orochena to approve the renewal of a public arts exhibit application submitted by Sean Mills for property located at 2871 North Main Street. Seconded by Mayor Pro Tem Jones.

Vote taken, motion unanimously approved 4-0. Motion passed.

18. Public Comment/Business from the Floor

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

ANDREW BRAMLETT [City Resident]: Mr. Bramlett presented a local history story about Solomon Bostic, the earliest known African American property owner in Kennesaw (See **Exhibit C**).

ANTHONY GUTIERREZ [City Resident]: Mr. Gutierrez wanted to discuss increased transparency. He shared that the most recent meeting of the Kennesaw Development Authority was supposed to be held on January 17, 2024; however, the meeting was canceled. A week later, a special meeting was called on January 24, 2024. Mr. Gutierrez claims the only notice given of this change was a single flyer on the door of City Hall. At the meeting, a loan was given to a developer. Despite the fact that nothing illegal was done, he asked the Council if this process was truly transparent.

THOMAS HENNIGAN [County Resident]: Mr. Hennigan, a former United States Marine, advocated against the proposed tax increase by the Cobb County Board of Commissioners.

7:03 p.m.   Floor Closed for Public Comments

19. City Manager's Report

City Manager Jeff Drobney mentioned to the residents an article written in the Marietta Daily Journal regarding new technology adopted by Kennesaw/Acworth 911 called, "What3Words."

A. **Award Contract: Gay Construction for the Public Safety Facility**
   Consideration for approval of a Resolution to award the contract for the Public Safety Facility to Gay Construction Company.

Assistant City Manager Marty Hughes presented a resolution to award the contract for the Public Safety Facility CMAR to Gay Construction Company. Following Georgia's public works construction law, a request for qualifications (RFQ) was advertised in the Marietta Daily Journal for the Construction Manager At Risk, also known as CMAR, for the pre-construction and construction services involving the SPLOST-approved Public Safety Facility. Seven qualification packages were received on January 12, 2024, and were reviewed by a Selection Committee consisting of Mr. Hughes, Public Works Director Ricky Stewart, Building Maintenance Director Robbie Balenger, Police Chief Bill Westenberger, and Rod Green, a member of the Kennesaw Police Department's Citizens Advisory Committee. Mr. Hughes clarified that all packages are being kept per state law. The Selection Committee used a state-approved, qualitative process, and each member scored the packages based on the following point breakdown: Firm Qualifications for 35 points, References for 20 points, Experience for 35 points, and Litigation Record for 10 points. The four highest scoring firms were contacted for interviews/presentations. Each firm could then earn an additional 20 points based upon their presentations, which occurred on January 30, 2024. Based on the results of the Selection Committee, the City Manager's office recommends Gay Construction.

Motion by Councilmember Ferris to approve **RESOLUTION NO. 2024-07** to award a contract for the Public Safety Facility CMAR to Gay Construction Company, as presented. Seconded by Councilmember Viars.

Vote taken, motion unanimously approved 4-0. Motion passed.

20. Mayor's Report

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

Motion by Councilmember Orochena to ratify the appointment of Jackson Searles to the Kennesaw Art and Culture Commission with a term ending December 2025. Seconded by Mayor Pro Tem Jones.

DRAFT

Vote taken, motion unanimously approved 4-0. Motion passed.

21. Council Reports & Discussions

Mayor Pro Tem Jones shared over the weekend, him and his wife welcomed two healthy boys into the world, Joseph Wilson and Isaac Allen.

Councilmember Orochena congratulated Mayor Pro Tem Jones and wished everyone a happy President's Day. She also mentioned it was the first day of the Presidential Primary early voting.

Councilmember Ferris congratulated Mayor Pro Tem Jones and is excited about spring!

Councilmember Viars congratulated Mayor Pro Tem Jones and shared she spent the last few days moving and plans on never doing it again!

22. Executive Session

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

23. Adjourn

Mayor Easterling adjourned the meeting at 7:11 p.m. The next regularly scheduled meeting will be held on Monday, February 26, 2024, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

DRAFT

____

Lea Alvarez, City Clerk

Lea Alvarez

From: Katherine Rinderle [redacted]
Sent: Tuesday, February 13, 2024 8:38 AM
To: kennesawcouncil
Subject: Everyday People Mural

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to express my strong support for the "Everyday People" located in downtown Kennesaw.

This vibrant art installation not only adds aesthetic value to our community but also symbolizes a step towards inclusivity and diversity. In light of the historical challenges Kennesaw has faced, particularly with the adjacent establishment promoting white supremacy, the "Everyday People" mural becomes a beacon of positive change and unity and provides a sense of safety and belonging that has long been missing from our downtown area.

Our city's vision, as stated, aims to cultivate a progressive, vibrant community fostering an environment of opportunity, inclusion, and security. I believe that embracing this mural aligns with that vision and sends a powerful message of unity, counteracting the negative reputation perpetuated by past incidents and bigoted decisions by elected officials.

DRAFT

It is essential for our elected leaders to champion the values of opportunity, inclusion, and security that our city aspires to embody. This mural represents a tangible commitment to these ideals, contributing to a more compassionate and diverse Kennesaw.

I urge you to stand firm in supporting the "Everyday People" mural and to resist efforts to remove or change it. Let us work together to build a city inspired by innovation, guided by ethics, and enhanced by diversity.

Thank you for your time and dedication to the betterment of our community.

Sincerely,

Katherine Rinderle
Kennesaw graduate and current resident

Katherine Rinderle
she/her/hers
[redacted]

Lea Alvarez

From: Lily Nguyen [redacted]
Sent: Tuesday, February 13, 2024 12:44 PM
To: kennesawcouncil
Subject: Everyday People Mural on Main Street

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilmembers,

I pass by Main Street every single day and noticed right away when the beautiful Everyday People mural went up. It felt exciting and inclusive to see new art where a boarded up building used to be.

I would like to see the city provide funding for that mural, if/when it needs to be updated. Art has value and artists deserve to get paid for their work.

Studies have shown that public art is good for attracting visitors (and they're dollar$) while calming traffic.

DRAFT

Sincerely,
Lily

January 2024 Crime Statistics

Summary

January 2024 Group A Offenses (74) increased by 30% compared to January 2023 (57). A vast majority of the crimes reported in January 2024 were Assault Offenses (35). This trend is also present in the data collected for crimes reported in January 2023. Assault Offenses account for approximately 47% (35) of the crimes that have occurred within our jurisdiction in January 2024. Out of the 693 traffic stops in January 2024, (1,024) resulted in Citations and 45% (461) Warnings. There was a total of 124 Adult Arrests that took place during the month, which is a 28% increase from January 2023 (97).

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Larceny	30	24	30	24
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Robbery	1	0	1	0
Total	74	57	74	57

DRAFT

	January 2024	January 2023	YTD (01/01/2024) – (01/31/2024)	YTD (01/01/2023) – (01/31/2023)
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Traffic Citations	1,024 (-43)	1,067	1,024 (-43)	1,067
Traffic Warnings*	461 (+170)	291	461 (+170)	291
Arrests*	124 (+27)	97	124 (+27)	97

*Warnings do not include verbal warnings
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Bill Westenberger
Chief of Police

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

Bayleigh Brown
Crime/ Intelligence Analyst

KENNESAW HISTORY

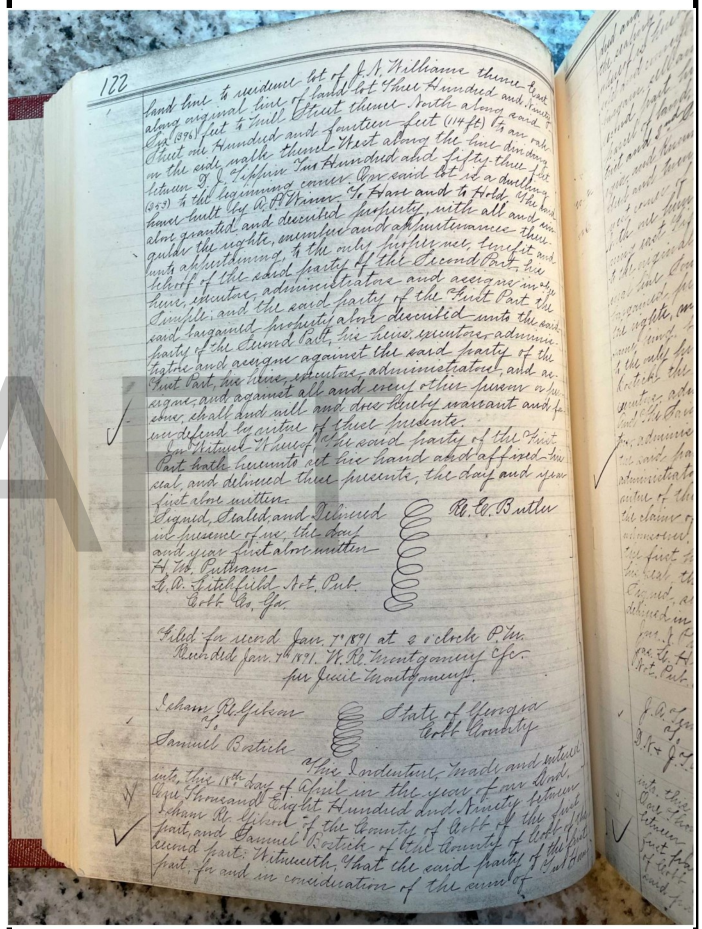
Solomon Bostic

Born enslaved here in Kennesaw, Solomon (or Sam) Bostic may be the earliest known African American property owner in Kennesaw. In 1888 he purchased land north of Kennesaw on Morgan Hill for his farm. He may have worked on the property before then, as the house he built was believed to date back to the 1870s.

He exchanged property with neighbors several times and mortgaged his land. All of these transactions are recorded at the Cobb County Deed Room. Into the 1930s, Bostic was still farming with his family. After his death, the land was passed to his daughter Nina Bostic. After she passed away, it became the site of the Kennesaw Charter School on Cobb Parkway. The school building is now home to the Northwest Classical Academy.

Looking at the deeds involved in Bostic's story shows not only the success he had as a farmer, but also the financial acumen he must have had to keep track of his various transactions.

DRAFT



122

land line to residence lot of J. N. Williams thence East along original line of land lot Three Hundred and Ninety Six (396) feet to Mill Street thence North along said Street one Hundred and fourteen feet (114 ft) to an oak on the side walk thence West along the line dividing between D. J. Tippin Two Hundred and fifty-three feet (253) to the beginning corner. On said lot is a dwelling house built by A. A. Winn. To Have and to Hold, the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said party of the Second Part, his heirs, executors, administrators and assigns in fee Simple; and the said party of the First Part the said bargained property above described unto the said party of the Second Part, his heirs, executors, administrators and assigns against the said party of the First Part, his heirs, executors, administrators, and assigns, and against all and every other person or persons, shall and will and does hereby warrant and forever defend by virtue of these presents.

In Witness Whereof, the said party of the First Part hath hereunto set his hand and affixed his seal, and delivered these presents, the day and year first above written.

Signed, Sealed, and Delivered in presence of us, the day and year first above written
H. W. Putnam
L. A. Litchfield Not. Pub.
Cobb Co. Ga.

R. E. Butler

Filed for record Jan. 7th 1891 at 2 o'clock P. M.
Recorded Jan. 7th 1891. W. R. Montgomery Clc.
per Jesse Montgomery.

Isham R. Gibson
To
Samuel Bostick

State of Georgia
Cobb County

This Indenture, Made and entered into, this 18th day of April in the year of our Lord, One Thousand Eight Hundred and Ninety between Isham R. Gibson of the County of Cobb of the first part, and Samuel Bostick of the County of Cobb of the second part: Witnesseth, That the said party of the first part, for and in consideration of the sum of [illegible]

Deed Book O, Page 122
Cobb County Deed Room

Presented by Andrew J. Bramlett at the February 19, 2024, City of Kennesaw Mayor & Council Meeting

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting
2/19/2024
Public Comment Sign-in

	Name	Address	Topic
1	Andrew J. Bramlett	2990 Summerfield Ct.	Local history
2	MARZIA MIMS	2358 WHISPERING DR	BUSINESS LICENSE
3			
4	Thomas Hennigan	4150 glenlake Terr	MSPLOST
5			
6			
7			
8			
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19			

DRAFT

Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: February 26, 2024

TITLE: **Resolution: CDBG Subprecipient Agreement**
Approval of a Resolution for the 2024 Community Development Block Grant (CDBG) Subrecipient Agreement between Cobb County and the City of Kennesaw.

Summary:

The Cobb County Board of Commissioners has appropriated $113,360.85 for the City of Kennesaw's continuation of the Community Development Block Grant (CDBG) program. This grant will be used for new sidewalk installation in Woodland Acres subdivision. Before the funds can be awarded, the City must execute a Subrecipient Agreement with Cobb County that stipulates the City will comply with the responsibilities outlined for the CDBG program.

Recommendation:

The Public Works Director recommends approval of the resolution and for the Mayor to execute the attached agreement.

Fiscal Impact:

Attachments:

1. RESOLUTION - CDBG Subrecipient Agreement
2. 2024 Subrecipient Agreement
3. City of Kennesaw 2024 Decision Letter

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2024-___, 2024

RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS BETWEEN COBB COUNTY AND CITY OF KENNESAW COBB COUNTY SUBRECIPIENT AGREEMENT NO. CD24-C24C3-F, HUD GRANT NO. B-24-UC-13-0002

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

WHEREAS, Cobb County has received a Program Year 2024 Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act (HCDA) of 1974, as amended, HUD grant number B-24-UC-13-0002; and

WHEREAS, Cobb County Board of Commissioners has appropriated $113,360.85 for the City of Kennesaw's use, Cobb County Subrecipient Agreement No. CD24-C24C3-F; and

WHERESAS, the Subrecipient Agreement must be executed for the City to receive these funds.

NOW, THEREFORE BE IT RESOLVED the City of Kennesaw authorizes the Mayor to execute the Subrecipient Agreement for Community Development Block Grant funds.

PASSED AND ADOPTED at a regular meeting of the Kennesaw Mayor and Council on this _____ day of March, 2024.

ATTEST:	CITY OF KENNESAW:
____________________________	____________________________
Lea Alvarez, City Clerk	Derek Easterling, Mayor

COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT PROGRAM YEAR 2024

CITY OF KENNESAW

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PY2024
COBB COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: **CITY OF KENNESAW**

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: **CD24-C24C3-F**

HUD GRANT NO: **B-24-UC-13-0002**

THIS AGREEMENT, made and entered into on the 1st day of January 2024 by and between Cobb County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners [BOC], hereinafter referred to as the "County", and **City of Kennesaw,** a CDBG subrecipient organization (either a participating municipality in the Cobb County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Cobb County, Georgia, and serving CDBG-eligible residents of Cobb County;

WITNESSETH:

WHEREAS, Cobb County has received a Program Year [PY] 2024 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, a total of **$113,360.85** ***(Infrastructure Improvements)*** from Program Year 2024 CDBG funds has been appropriated by the Cobb County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Attachment A; with the Scope of Services provided in Attachment B; with any amendments to this Agreement, included as Attachment C; with the Lease Agreement requirements included as Attachment E, if applicable; with the property use requirements included as Attachment F, if applicable; with the HUD regulations included as Attachment G; and, with the Subrecipients CDBG Application included as Attachment H;

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Cobb County CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. ***CDBG funds provided through this Agreement must be fully expended no later than December 31, 2024.***

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	1/1/2024
Deadline for Expenditure of Funds	12/31/2024
Agreement Termination Date	12/31/2024
Deadline for Receipt of Final Reimbursement Request	4/30/2025

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [2 CFR Part 200], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

Other Program Requirements

The Subrecipient shall comply with all the requirements of 24 CFR § 570.600 - 570.614, as applicable to the Subrecipient's activity(s) to include: §570.603 Labor standards; §570.604 Environmental standards; §570.605 National Flood Insurance Program.; §570.606 Displacement, relocation, acquisition, and replacement of housing; §570.607 Employment and contracting opportunities; §570.608 Lead-based paint; §570.609 Use of debarred, suspended or ineligible contractors or subrecipients; §570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards; §570.611 Conflict of interest; §570.612 Executive Order 12372; §570.613 Eligibility restrictions for certain resident aliens; §570.614 Architectural Barriers Act and the Americans with Disabilities Act.

Item 4. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Attachment A of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Attachment A, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 5. Compliance with all CDBG Regulations at 24 CFR §570

The Subrecipient shall comply with all the applicable requirements of 24 CFR §570 [CDBG Regulations] and OMB Circular 2 CFR §200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. Upon request, the referenced documents are also available from the Cobb County CDBG Program Office.

Item 6. Record Keeping/Reporting

Every Subrecipient is required to establish and maintain ***at least three major categories*** of records:

Administrative records: These are files and records that apply to the overall administration of the Subrecipient's CDBG activities. They include the following:

- Subrecipient Agreement
- Agreement Amendment *(if applicable)*
- Budget Revisions (*if applicable*)
- Notice to Proceed
- Grant Application for Funding
- Environmental Review must be completed by the CDBG Program Office prior to commencing project *(if applicable)*
- Project Eligibility Documentation (Provided by CDBG Program Office for CDBG Projects)
- CDBG Program Office Communications

Financial records: These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.

The Subrecipient shall maintain financial records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR § 200.302 (3) and 24 CFR § 570.490, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Cobb County CDBG Program are specified in Item 22 of this Agreement.

Project/case files: These files document the activities undertaken with respect to specific individual beneficiaries, income, property owners, and/or properties.

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Attachment j, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Attachment B, "Scope of Services."** The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

File Organization and Maintenance

Subrecipient should structure its project/case files and other records to comply with the general **CDBG standard for record keeping which** that records must be *accurate, complete and orderly*. Records should demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR § 570.208 and particularly the record-keeping requirements at § 570.506(b) (1) - (12)) as reflected in Attachment J of this Agreement. All Subrecipient must comply with 24 CR § 5.609: Annual Income to determine the anticipated annual income of all adults in the household in accordance with the Part 5 definition of annual income.

Case File Organization

Subrecipient case files should include at minimum:

- ☐ Case File Checklist
- ☐ Application for services
- ☐ Consent Forms
- ☐ Proof of Identification
- ☐ Proof of Residency
- ☐ Income Verification Documents
- ☐ Income Limits
- ☐ Environmental Review
- ☐ Housing Eligibility Documentation
- ☐ Additional Services Documentation

Documents should be placed in order of checklist. Each project should have a separate case file.

Documenting Eligibility (see Attachment J - CLIENT FILE CHECKLIST-PUBLIC SERVICES)

Retention of Records

All accounting records, reports, and evidence pertaining to all costs, expenses and the CDBG funds of Subrecipient and all documents related to this Agreement shall be maintained and kept available at the Subrecipient's office or place of business for the duration of the Agreement and thereafter for five (5) years after completion of an audit in conformity with the CDBG regulations. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the County or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims or exceptions.

Item 7. Funding

The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

Item 8. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 9. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with **2 CFR §200.320.**

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in 2 CFR §200.320, [as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairwoman of the Cobb County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the procurement requirements described below:

2 CFR § 200.320 Methods of procurement to be followed. The Subrecipient must use one of the following methods of procurement:

(a) Procurement by micro-purchases ($3,000 or less). Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the Subrecipient must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Subrecipient considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold ($150,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c) (1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The Subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The Subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Subrecipient or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Subrecipient; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Item 10. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Item 11 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part § 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Attachments B, D, E, and/or F.

Item 11. Real Property / *Non-Real Property [Non-Expendable]* Continued Use

The following standards shall apply to real property/***non-real property*** (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

A. Change in Real Property Status:

1. Sale of Property:

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership [title] to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership [title] to another entity that **does not continue** to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers the ownership [title] to the property at a point in time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property:

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

(a) If the Subrecipient proposes to change the use of the property to an activity ***that meets*** a CDBG National Objective and is an eligible CDBG activity, the County will ***not*** require the Subrecipient to repay funds to the County's CDBG Program.

However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice and opportunity to comment on the proposed change in use, as required by 24 CFR § 570.505.

(b) If the Subrecipient proposes to change the use of property to an activity that ***does not meet*** a CDBG National Objective or is not an eligible activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market share of the property as adjusted for non-CDBG funds.

However, prior to such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

(c) If the Subrecipient proposes to change the use of the property at a point-in-time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.

B. The Subrecipient shall inform the County, in writing, 30 calendar days prior to any modification or change in the use of real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition.

C. Any Program Income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.

D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Attachment E. Said lease agreement must contain, at a minimum, the following items and any other items determined by the County to be applicable to the specific lease:

1. The beginning and ending dates of the lease (*at least 15 years to be eligible for CDBG funding assistance (applicable for new acquisition activities only).*
2. Identification of the parties to the lease; i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
3. Identification of the precise land parcel(s) and/or structure(s) which constitute the subject of the lease.
4. Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
5. A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
6. The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
7. The lease must contain a maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease agreement will be maintained in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
8. The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.
9. The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
10. The lease must contain an indemnification statement, as specified by the County.
11. The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
12. The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).

E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum 15 years) must be executed which meets the standards specified above in Section A. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to insure its compliance with the terms of this Agreement.

F. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County, if required by the County. Such a document(s) provides the County with a mechanism to insure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Attachment F.

Item 12. "Force Account" Work

The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

Item 13. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the ***Davis-Bacon Act*** and its implementing regulations. The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 14. Contracting with Small or Minority/Women Owned Businesses

It is national policy that recipients take those steps necessary to assure that minority business enterprises (MBE), women's business enterprises (WBE) and labor surplus area firms are used whenever possible. Thus, recipients are encouraged to adopt policies and procedures that will promote the use of small, minority, women-owned, labor surplus area and local businesses (hereafter referred to as "MBE/WBE firms") as sources for supplies, equipment, construction and professional services.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-

Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Item 15. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR § 155, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 155 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Item 16. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

THE SUBRECIPIENT MAY NOT OBLIGATE OR EXPEND ANY FUNDS PROVIDED THROUGH THIS AGREEMENT UNTIL THE COUNTY PROVIDES TO THE SUBRECIPIENT A "NOTICE TO PROCEED," WHICH SHALL REPRESENT, IN PART, THE COMPLETION OF THE ENVIRONMENTAL REVIEW PROCESS, AND THE NOTICE FOR RELEASE OF FUNDS BY HUD FOR THE PROJECTS/ACTIVITIES IDENTIFIED IN THIS AGREEMENT.

Item 17. Technical Assistance

The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.

Item 18. Review Authority

The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 19. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Attachment C, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing form to the Cobb County CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the Cobb County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 20. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 4 of this Agreement. The termination date of this Agreement is December 31, 2024.

Item 21. Program Income

Subrecipients can generate program income from **client fees** charged to its program participants. If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR § 570.504(c) shall apply, as well as the following specific stipulations:

A. The Subrecipient acknowledges, by the executing this Agreement, the Subrecipient shall **report monthly all program income** (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. When CDBG program income is generated by an activity that is only partially assisted with CDBG funds (i.e., other funds were also used to carry out the project activity), the program income shall be prorated to reflect the percentage of CDBG funds used and deducted from the Subrecipients monthly reimbursement request.

B. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.

C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.

D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

CALCULATING THE PERCENTAGE OF CDBG INVESTMENT

Subrecipient's Operating Budget Divided by CDBG Grant Award Equals the Investment Percentage

EX: $318,222 (Op. Budget) ÷ $25,000 (Grant) = 13% (Investment)

CALCULATING CDBG EARNED INCOME

Monthly Income Earned from Client Fees Multiplied by the CDBG Investment Percentage Equals the *Amount of CDBG Earned Income*

EX: $4,784 (Fees) x 13% (Investment) = $609.00 (CDBG Earned Income)

Note: The Subrecipient should calculate the CDBG earned income and deduct that amount from the monthly reimbursement request.

REPORTING EARNED INCOME

The Subrecipient should submit a monthly Profit/Loss Statement documenting earned income with monthly reimbursement request.

Item 22. Audits

The Subrecipient agrees to comply with the requirements of:

A. The Office of Management and Budget (OMB) released new guidance on *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.* As described in 2 CFR §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations contained in OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133.

B. Subrecipients shall comply with the following audit requirements as listed in 2 CFR § 200.501.

§200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

C. Cobb County audit standards:

Because Cobb County is responsible for any grant funds provided to all participating cities and other subrecipients, any organization or city which expends a total of CDBG funds between $0.00 and $750,000.00 in any fiscal year from this agreement must have an audit of those funds performed annually, or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

1) The Subrecipient shall have an annual audit conducted by a qualified auditor in keeping with the standards of OMB Circular 2 CFR § 200.501, Audits of States, Local Governments and Nonprofit Institutions, and a copy of the audit findings, or independent auditor's statement, shall be submitted to the Cobb County CDBG Program Office, ATTN: CDBG Coordinator, within 120 days of the end of the Subrecipient's fiscal year;

2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above that person that prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by the Executive Director or a member of the governing board;

3) Requests for reimbursement submitted to the County shall attach a copy of the appropriate invoice and canceled check for each expense for which reimbursement is being requested. If bank checks are not returned to the Subrecipient, a copy of the bank statement identifying the check may be substituted for the check;

4) Cobb County shall periodically perform program reviews of Subrecipient financial records, generally at least once during the period covered by this Agreement. This review will, at a minimum, include procedures to verify documentation of expenditures requested in one or more reimbursement requests;

5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Cobb County that these reportable conditions exist; and

6) If the Subrecipient receives only CDBG funds and no other Federal funds, and if the total CDBG funds received is less than $25,000, the Subrecipient may indicate by checking and signing here that the Subrecipient is requesting authority from Cobb County to submit a separate schedule covering CDBG funds within the General Audit of the Subrecipient.

Subrecipient, herein, requests authority to submit separate CDBG schedule as a part of its General Audit:

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Cobb County.

The Subrecipient further agrees to send one copy of the independent auditor's report or its financial statements to the County within 120 days following the close of the Subrecipient's fiscal year.

Item 23. Performance

The subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in **Attachment B [Scope of Services]**. ***Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained***.

Item 24. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in Item 2 of this Agreement, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Item 25. Suspension and Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, Cobb County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either Cobb County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, and Cobb County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the County.

Item 26. Repayments

Any CDBG funds invested in activities that does not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the Cobb County CDBG Program Office by the

Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb County is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 27. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

1. A subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program**. In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 28. Recognition of Cobb County Board of Commissioners and the CDBG Program Office

The Subrecipient shall insure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities.

1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the Cobb County Board of Commissioners, County Manager, and HUD have provided.

2. Provide the CDBG Program Office, the Cobb County Board of Commissioners, and the County Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., Cobb County Celebration of National CD Week] in Projects funded in whole or in part with CDBG funds.
3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD in the funding assistance provided to the Subrecipient.
4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD require.

Item 29. Allowable Costs for Pre-Award

The CDBG/HOME Pre-Award process, allows subrecipients to incur costs prior to the receipt and execution of future years Subrecipient Agreements. The subrecipient must "**front-end**" all costs related to the pre-award amount incurred for the activity mentioned herein this agreement.

Cobb County will reimburse the subrecipient annually upon allocation and receipt of the current year CDBG and/or HOME entitlement award. Please understand that Cobb County will reimburse the subrecipient only if Congress continues to appropriate CDBG and/or HOME funds at the current funding levels and if the project continues to meet all CDBG and/or HOME requirements.

Item 30. Reimbursement Process

Cobb County utilizes a "reimbursement process" for all subrecipients participating in the CDBG, HOME & ESG Programs. All Program funds will be paid by Cobb County to subrecipients upon submission of acceptable payment documentation to the Cobb County CDBG Program Office by the subrecipient in a timeframe required by the Cobb County CDBG Program Office. **Subrecipients cannot hold request for reimbursements for more than two months.** Reimbursement payments by the CDBG Program Office will be made using the normal 30-day payment schedule for all subrecipient disbursements.

In no case will Cobb County reimburse any portion of any cost determined to be ineligible under this Agreement or under CDBG regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will Cobb County reimburse any cost which has been or will be reimbursed from another source.

The Cobb County CDBG Program Office may require the submission of subrecipient's client files, via a desk audit, prior to approving any reimbursement request. Any findings of non-compliance identified during the desk audits may result in a delay in processing payments and/or may result in nonpayment of ineligible program expenses.

Submit Reimbursement requests to cobbcdbgpayments@cobbcountycdbg.com

Item 31: Conflict of Interest

A conflict of interest situation is defined as one in which an employee, officer or agent or any member of his/her immediate family, or his/her partner or an organization that employs or intends to employ any of the aforementioned, has a financial or other interest in the selected contractor. A person who may potentially receive benefits from a CDBG/HOME assisted procurement activity shall not participate in the decision making process. These provisions are effective for the length of their tenure and for one (1) year thereafter if they have exercised any functions or responsibilities with respect to the federally funded activity or are in a position to participate in the decision making process or gain inside information related to such activity. Recipients must adopt guidelines to ensure that each procurement decision is free from actual, potential or an appearance of conflict of interest.

Per 2 CFR §200.318(c)(1), the guidelines must include a written code of standards of conduct which govern the performance of its officers, employees or agents who engage in the award and administration of contracts supported by federal funds. The following items must be included.

- No employee, officer or agent of the recipient shall participate in the selection, award or administration of a contract supported by federal funds if there is a real or an appearance of conflict of interest.

- The subrecipient's officers, employees or agents may not solicit or accept gratuities, favors or items of monetary value from contractors, potential contractors or sub-recipients. However, a recipient may include additional guidance for situations when the financial interest is insubstantial or an unsolicited gift is of nominal value.

- To the extent allowed by state or local laws and regulations, such standards of conduct shall provide for penalties, sanctions or disciplinary actions for violations.

- The Subrecipient may provide for additional prohibitions.

In addition to procurement and contracting, conflict of interest regulations covers other activities funded by CDBG:

- Acquisition and disposition of real property.

- Recipient or sub-recipient assistance to individuals, businesses or other private entities for rehabilitation, preservation or other improvements of private properties or facilities.

- Grants, loans or other assistance provided to businesses, individuals or other private entities such as neighborhood based organizations, small business investment companies and local development corporations engaged in special economic development activities.

- These provisions apply to the following:
  - any person who is an employee, agent, consultant, officer, elected official or appointed official
  - of the recipient;
  - any member of the above mentioned parties' immediate family;
  - a partner of the above mentioned parties;

Item 32. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Item 33. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

Item 34. Insurance

Subrecipient shall furnish Cobb County insurance certificates from its workers compensation insurance carrier certifying that is carries such insurance and that the policy shall not be canceled nor the coverage reduced thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement.

Subrecipient shall obtain, at its sole cost, a comprehensive general liability and auto insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of Subrecipient, its officers, agents, or employees. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars ($1,000,000) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additionally insured shall be effective until thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance or certificate of such insurance, satisfactory to the County naming Cobb County as an additional insured.

Subrecipient shall give the County prompt and timely notice of any claim made or suit instituted. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which in its own judgement may be necessary for its proper protection in the prosecution of the work.

Item 35. Registration

Subrecipient agrees to maintain a current registration in the federal System Award Management ("SAM") database (http://www.sam.gov) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is required for registration. Subrecipient shall also provide proof of registration within fourteen (14) days of the Effective Date.

Item 36. BUILD AMERICA, BUY AMERICAN (BABA) - Construction Materials (FAR 52.225-9) (November 15, 2021)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 7090152 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD.

(a) Definitions. As used in this clause—
Commercially available off-the-shelf (COTS) item—

Covered Materials includes the following when used in connection with an Infrastructure Project: (A) all iron and steel; (B) all Manufactured Products; and (C) all Construction Materials.

(1) Means any item of supply (including construction material) that is–

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) **Infrastructure** is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other 6 maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

(3) **Infrastructure Project.** The term "infrastructure project" is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(4) Iron and Steel Products. The term "iron and steel products" is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

(5) Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

(6) Made in America Office. The term "Made in America Office" or "MIAO" means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.

(7) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(8) "Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(9) Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

(10) Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.
This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

Not Listed Construction Materials. The term "not listed construction materials" refers to the category of construction materials that are subject to the BAP, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

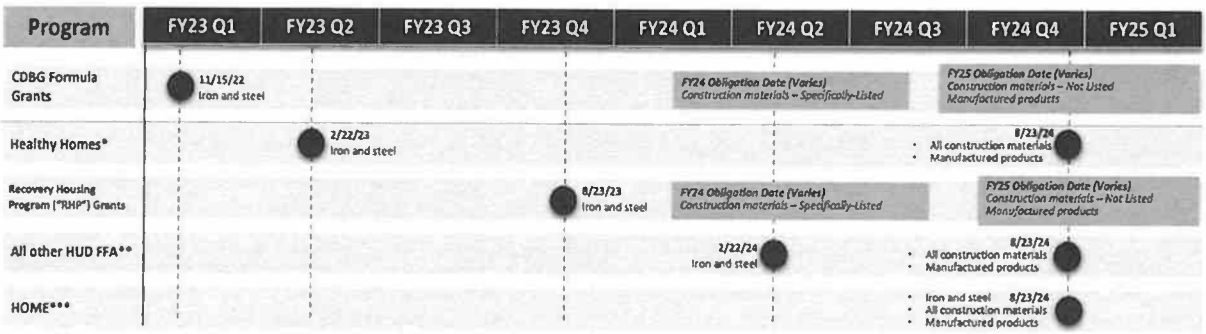
i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;

ii. glass (including optic glass); and

iii. drywall.

HUD's Phased Implementation Schedule

While BABA became effective on May 14, 2022, HUD has published a series of waivers to allow for a phasing-in of the BAP with respect to HUD's FFA programs. Specifically, HUD has waived application of the BAP until the below effective dates depending on the program and the product listed in HUD's Phased Implementation Waiver. Please refer to HUD's Phased Implementation Schedule below. For Tribal Entities receiving FFA from HUD, HUD has waived the application of the BAP through May 22, 2023.



*Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants
**All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects
***HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects

(End of Clause)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Kennesaw:

____
Signature of Authorized Person

____
Typed or printed name and title

____
Date of Signature

Attest:______________________________
Signature

____
Typed or printed name and title

____
Date of Signature

Date Approved by Subrecipient Governing Body: ______________________________

Imprint Subrecipient Corporate Seal Here:

See Also Attachments

For Cobb County:

____
Lisa Cupid, Chairwoman
Cobb County Board of Commissioners

____
Date of Signature

Attest:______________________________
County Clerk's Office

____
Date of Signature

____
Kimberly Roberts, Managing Director
Cobb County CDBG Program Office

____
Date of Signature

Board Action Date: ______________________

Approved As To Form:

____
Cobb County Attorney's Office

ATTACHMENT A
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR §570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

(a) It possesses legal authority to accept and execute a Community Development Block Grant award from Cobb County;

(b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;

(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;

(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,

(e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;

(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

(g) The grant will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;

(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Cobb County Consolidated Plan;

(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

(k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608;

(l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR §570.606;

(m) It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about -

   (a) The dangers of drug abuse in the workplace;

   (b) The grantee's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph l;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will

   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

   (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: **Location TBD**

It will comply with the other provisions of the Act and with other applicable laws.

____

Signature - Subrecipient Chief Elected Official or Board Chair

____

Typed Name - Subrecipient Chief Elected Official or Board Chair

____

Title

____

Signature Date

ATTEST:

____

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

____

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

____

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

____

Date of Attesting Person's Signature

INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1552, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

   "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR § 1508.11 through 1508.15);

   "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

   "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

   "Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

ATTACHMENT B
SUBRECIPIENT'S SCOPE OF SERVICES AND BUDGET

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **CITY OF KENNESAW**

Activity Name(s):	Activity Number:	Amount:
Infrastructure Improvements	CD24-C24C3-F	$113,360.85

The total PY 2024 CDBG budget for this activity shall not exceed a total of **$113,360.85.** The Agreement shall be effective on the date specified on Page 4 of this Agreement and terminate on December 31, 2024, unless extended by the CDBG Program Office. The activity shall be completed by December 31, 2024. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. Reporting requirements shall continue until December 31, 2029.

Scope of Work: The City's Infrastructure Improvement Project will be determined after the Program Year starts.

GENERAL REQUIREMENTS:

Budget Modifications

Subject to written approval from the CDBG Program Office, Subrecipients may transfer funds between approved budget line items during the grant year. However, the CDBG Program Office will only accept budget modification requests once a quarter for each Subrecipient, ***for a maximum of four (4) requests per program year.***

Activity Delivery Costs/Direct Costs

Activity Delivery Costs/ Direct costs - are those costs that can be directly assigned to eligible CDBG activities under the funded program relatively easily with a high degree of accuracy. These costs are allowable costs incurred for implementing and carrying out eligible CDBG activities. The activity delivery costs cover the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Activity delivery costs must be allocable to a CDBG-assisted activity or an activity that is CDBG-eligible, meet a national objective, and meet all other CDBG program requirements at 24 CFR § 570.

This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. If the Subrecipient submits monthly reports to the CDBG Program Office that reflect no CDBG-eligible service activity has been undertaken, then the Subrecipient will not be reimbursed for direct costs.

Reporting Requirements

Monthly Services Reports [see the form which follows] shall be filed with the Cobb County CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

Special Stipulations for Non-Real Property Acquisitions

The Subrecipient shall file the Non-Real Property Inventory Form [copy enclosed] for the non-real property with the Cobb County CDBG Program, upon completion of the purchase of each item. The form shall be filed by January 15 of each year, thereafter, for as long as the property shall remain in use as a CDBG-assisted activity.

CDBG BUDGET

PROJECT BUDGET	Original Budget	Line Item Revision	Revised Budget
I. Personnel			
Salaries and Wages			
Fringe Benefits			
Consultants and Contract Services			
Subtotal			
II. Non-Personnel			
Space Costs			
Rental, Lease, or Purchase of Equipment			
Travel			
Other Costs			
Subtotal			
III. Architectural/ Engineering Design			
IV. Acquisition of Real Property			
V. Construction/ Rehabilitation			
VI. Other (Explain)			
TOTAL COSTS			

COBB COUNTY CDBG PROGRAM OFFICE

192 Anderson Street, Suite 150
Marietta, Georgia 30060
Phone: (770) 528-1455 Fax: (770) 528-1466
www.cobbcounty.org/cdbg

Kimberly Roberts
Managing Director

Community Development Block Grant

Budget Revision Request Form

Once the budget in the Subrecipient Agreement is approved, no changes to a Project Budget shall be made without prior written approval from the Cobb County CDBG Program Office. The CDBG Program Office may approve changes to a Project Budget provided the requested change complies with the provisions of the CDBG Subrecipient Agreement.

General Instructions:
1. Complete all Sections of this form.
2. Upon receipt of a complete Budget Revision Request, allow a minimum of five (5) days for processing.

PROJECT BUDGET	Original Budget	Line Item Revision	Revised Budget
I. Personnel			
Salaries and Wages			
Fringe Benefits			
Consultants and Contract Services			
Subtotal			
II. Non-Personnel			
Space Costs			
Rental, Lease, or Purchase of Equipment			
Travel			
Telephone			
Consumable Supplies			
Other Costs			
Subtotal			
III. Architectural/ Engineering Design			
IV. Acquisition of Real Property			
V. Construction/ Rehabilitation			
VI. Indirect Costs			
TOTAL COSTS			

Signature of Authorized Grantee Representative		Date
CDBG Program Manager Signature	Date	☐ Approved ☐ Denied

ATTACHMENT C

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

ATTACHMENT D
NON- REAL PROPERTY INVENTORY
[USE SEPARATE PAGES FOR EACH INDIVIDUAL PIECE OF EQUIPMENT]

Date of Inventory: ______________________________

Name of Agency: ______________________________

Agency Address: ______________________________

City: ______________ State: ________ Zip Code: ______________

Address Where Asset Located: ______________________________

____

Program Year: 2024

Project Name: ______________________________ Project No.: ______________

Date Acquired: ______________ Agency Asset No.: ______________

Serial No.: ______________________________

Description of Asset: Brand Name, Model No., Color/Size, etc.

____

____

Agency Accounting System Identification Information:

Your Purchase Order No.: ______________________________

Check Issued for Payment: ______________ Subrecipient Check No.: ______________

Date of Subrecipient Check: ______________

Unit Cost of Item: $ ______________

Quantity ______________

Total Cost of Item: $ ______________

Person Preparing This Form ______________________________ Date: ______________

ATTACHMENT E

LEASE AGREEMENT

[Add If Applicable]

ATTACHMENT F

PROPERTY USE REQUIREMENTS

[Add If Applicable]

ATTACHMENT G

HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

24 CFR Part 570:

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

OMB CIRCULARS

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML

GUIDE TO NATIONAL OBJECTIVES AND ELIGIBLE ACTIVITIES FOR CDBG ENTITLEMENT COMMUNITIES

https://www.hudexchange.info/resources/documents/CDBG_Guide_National_Objectives_Eligible_Activities.pdf

CHAPTER 5: DETERMINING INCOME & CALCULATING RENT – HUD

https://www.hud.gov/sites/documents/43503c5HSGH.pdf

ATTACHMENT 5-1: INCOME INCLUSIONS AND EXCLUSIONS – HUD

https://www.hud.gov/sites/documents/DOC_35699.pdf

ATTACHMENT H
INCOME INCLUSIONS/EXCLUSIONS

Exhibit 5-1

4350.3 REV-1

Exhibit 5-1: Income Inclusions and Exclusions

24 CFR 5.609(b) and (c)

Examples included in parentheses have been added to the regulatory language for clarification.

INCOME INCLUSIONS

(1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;

(3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;**

(5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;

(6) Welfare Assistance.

(a) Welfare assistance received by the family.

(b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities. the amount of welfare assistance income to be included as

Exhibit 5-1

4350.3 REV-1 CHG-3

income shall consist of:

(c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

(7) Periodic and determinable allowances, such as alimony and child support payments, and regularr contributions or gifts received from organizations or from persons not residing in the dwelling; and

(8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.

(9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.)*, from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income. *(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)*

INCOME EXLCUSIONS:

(1) Income from employment of children (including foster children) under the age of 18 years;

(2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone);

(3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;

(4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(5) Income of a live-in aide, as defined in 24 CFR 5.403;

(6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);

(7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);

(8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);

Exhibit 5-1

4350.3 REV-1

(b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time; or

(e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

(9) Temporary, nonrecurring, or sporadic income (including gifts);

(10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);

(11) Earnings in excess of $480 for each full-time student 18 years or older (excluding the head of household and spouse);

(12) Adoption assistance payments in excess of $480 per adopted child;

(13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;

(14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

The following is a list of income sources that qualify for that exclusion:

(a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);

(b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);

(c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c])

(d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

(e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);

(f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]; (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);

(g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L-94-540, 90 Stat. 2503-04);

(h) The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

(i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

(j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;

(k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

(l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

(m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

(n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);

(o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

(p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);

Exhibit 5-1

4350.3 REV-1

(q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

(r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

(s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

ATTACHMENT I

CDBG APPLICATION

Agency's Application for 2024 CDBG Funding

Agency's application for funding on file at the Cobb County CDBG Program Office.

ATTACHMENT J
REQUIRED SUBRECIPIENT FORMS

- Client File Checklist-Public Services
- Consent And Authorization To Disclose Information
- CDBG Monthly Expenditure Report
- CDBG Monthly Services Report
- Environmental Review Request Form
- Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards
- VAWA Lease Addendum
- Income Calculation Form
- Self-Declaration of Income
- Declaration of Zero Income
- Self-Employment Certification
- Documents Required for Reimbursement
- Reimbursement Cross Check Form
- Record-Keeping Checklist for Tracking Activities

Electronic copies have been provided to all subrecipient agencies. The forms can also be downloaded from the Cobb County CDBG Program Office website at https://www.cobbcounty.org/cdbg/resources.

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Kimberly Roberts
Managing Director

CLIENT FILE CHECKLIST-PUBLIC SERVICES

- ☐ Client Application:
  - Name, Address, Phone Number, DOB, SSN, Citizenship Status, Ethnicity/Race, Gender, Length of Service
- ☐ Household Member(s) Information:
  - Name, DOB, SSN, Relationship to Application
  - Intake Date
- ☐ Intake Worker Signature & Verification
- ☐ Proof of US Citizenship or Legally Admitted Alien
  - Copy of State Issued ID
  - Copy of Social Security Cards for all household members over age 6.
  - Birth Certificates for all household members below the age 6.
- ☐ Proof of Cobb County Residency
  - Copy of State Issued ID, Utility Bill, Current Check Stub
  - Must clearly show a Cobb County address
- ☐ Required consent by applicant (24 CFR Part 5, Subpart B)
  - Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age.
  - Required at initial evaluation & each recertification.
- ☐ Income Documentation for all household members over the age of 18 is required.
  - Inclusions: Earned Income, Interest/Dividend Income, Pension/Retirement Income, Unemployment & Disability Income, TANF/Public Assistance, Alimony/Child Support Income, Armed Forces Income
  - Exclusions: Income of Children, Inheritance/Insurance Income, Medical Expense Reimbursements, Income of Live-In Aides, Student Financial Aid, Armed Forces Hostile Fire Pay
- ☐ Sources of Income Verification

Examples: Paycheck stubs (2 months), SSI award letters, pension account statements.

- Third Party

(Requests for verification from third parties must be accompanied by a Consent to Release form)

- Written – a certified letter verifying the source of income.
- Source Documents (i.e. check stubs etc.

- Self-Declaration of Zero Income Form

❑ Calculating Income worksheet

- Analyze hourly, weekly or monthly income information as appropriate to calculate the annual income. Must include overtime pay.
- Compare against Current CDBG Income Limits
- Keep documentation in case file for both accepted and denied program participants
- Earned income is projected for the next 12 months
- Subrecipients may use the HUD Income Calculator found at: https://www.hudexchange.info/incomecalculator (Registration Required)

❑ Regulation: Anticipated annual income of all adults in the family should be determined by using **24 CFR 5.609** definition of annual income

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CONSENT AND AUTHORIZATION TO DISCLOSE AND USE CONFIDENTIAL INFORMATION

_______________________________ _______________________________
(Subrecipient Name) ***(Client(s) Name)***

_______________________________ _______________________________
_______________________________ _______________________________
(Subrecipient Address) ***(Client(s) Address)***

I/We the undersigned Client or, in the case of a minor, the parent or guardian, hereby voluntarily consent and grant permission:

a. To the above-named person or entity to fully disclose, discuss with and release to a representative of Cobb County's CDBG Program Office any and all private, confidential, and other information and provide all documents necessary and useful in completing my/our application for federally funded services or for providing said service through the following program: Community Development Block Grant, HOME Investment Partnership Program, Community Service Block Grant or the Emergency Solutions Program.

b. For the above named Subrecipient of grant funds to fully disclose, discuss with and release to the above named person or entity any and all information and documents necessary and useful to complete all applications or for providing said services.

I/We understand that the above named Subrecipient, representatives of the Cobb County CDBG Program Office, Cobb County Government, US. Department of Housing & Urban Development, U.S. Department Human Service, U.S. Office of Inspector General, and any other related agency will treat this information in a confidential manner. However, I/we voluntarily consent and grant permission to the Subrecipient and its representatives to use and fully disclose, discuss, and release any information to persons who have a need to know such information for my application of eligibility/evaluation for the provision of services through the grant programs. Unless revoked in writing delivered to Subrecipient, this Consent and Authorization will expire on the date that the client is no longer involved or enrolled in the Program. No revocation shall affect any action that has been taken in reliance on this Consent and Authorization. The recipient can rely on the presentation of this Authorization as proof that it has not expired or been revoked.

I/We understand that in order to enroll in or receive services through the Program, I/We must sign this Consent and Authorization. I/We certify that prior to signing this Consent and Authorization, I/we read it and understand all items and terms herein and that this Consent and Authorization is signed and given freely, voluntarily, and knowingly. A copy or facsimile of this Consent and Authorization shall be as valid as the original. I/We have received a copy of this form.

_______________________________ _______________________________
(Client, Parent, or Guardian Signature) ***(Date)***

_______________________________ _______________________________
(Client, Parent, or Guardian Signature) ***(Date)***

_______________________________ _______________________________
(Witness Signature) ***(Date)***

Privacy Act Notice. Authority: The Privacy Act of 1974, as amended to present, including Statutory Notes (5 U.S.C. 552a). The Department of Housing and Urban Development (HUD) is authorized to collect this information by the U.S. Housing Act of 1937 (42 U.S.C. 1437 et. seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), and by the Fair Housing Act (42 U.S.C. 3601-19). The Housing and Community Development Act of 1987 (42 U.S.C. 3543) requires applicants and participants to submit the Social Security Number of each household member who is six years old or older. It is the policy of the Department to protect the privacy of individuals to the fullest extent possible while nonetheless permitting the exchange of records required to fulfill the administrative and program responsibilities of the Department, and responsibilities of the Department for disclosing records which the general public is entitled to have under the Freedom of Information Act, 5 U.S.C. 552, and part 5 of this title.
Purpose: Your income and other information are being collected by HUD to determine your eligibility Other Uses: HUD uses your family income and other information to assist in managing and monitoring HUD-assisted housing programs, to protect the Government's financial interest, and to verify the accuracy of the information you provide. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal, or regulatory investigators and prosecutors. However, the information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Giving the Social Security Numbers of all household members six years of age and older is mandatory, and not providing the Social Security Numbers will affect your eligibility. Failure to provide any of the requested information may result in a delay or rejection of your eligibility approval.

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Kimberly Roberts
Managing Director

CONSENTIMIENTO Y AUTORIZACIÓN PARA DIVULGAR Y UTILICE INFORMACIÓN CONFIDENCIAL

___________________________ ___________________________
(Nombre del subdestinatario) ***(Nombre del cliente)***

___________________________ ___________________________
___________________________ ___________________________
(Dirección del subdestinatario) ***(Dirección del cliente)***

Yo/Nosotros el Cliente abajo firmante o, en el caso de un menor, el padre o tutor, por la presente consiento voluntariamente y concedemos permiso:

a. A la persona o entidad mencionada anteriormente para que divulgue, discuta y divulgue completamente a un representante de la Oficina del Programa CDBG del Condado de Cobb cualquier y toda la información privada, confidencial y de otro tipo y proporcione todos los documentos necesarios y útiles para completar mi / nuestra solicitud de servicios financiados con fondos federales o para proporcionar dicho servicio a través del siguiente programa: Subvención en bloque para el desarrollo comunitario, Programa de Asociación de Inversión HOME, Subvención en Bloque de Servicio Comunitario o el Programa de Soluciones de Emergencia.

b. Para que el Subreceptor de fondos de subvención mencionado anteriormente divulgue, discuta y divulgue completamente a la persona o entidad mencionada anteriormente toda la información y documentos necesarios y útiles para completar todas las solicitudes o para proporcionar dichos servicios.

Yo/Nosotros entendemos que el Subreceptor mencionado anteriormente, representantes de la Oficina del Programa CDBG del Condado de Cobb, Gobierno del Condado de Cobb, EE. El Departamento de Vivienda y Desarrollo Urbano, el Departamento de Servicios Humanos de los Estados Unidos, la Oficina del Inspector General de los Estados Unidos y cualquier otra agencia relacionada tratarán esta información de manera confidencial. Sin embargo, yo/nosotros voluntariamente consiento y otorgamos permiso al Subreceptor y sus representantes para usar y divulgar, discutir y divulgar completamente cualquier información a las personas que necesitan conocer dicha información para mi solicitud de elegibilidad / evaluación para la prestación de servicios a través de los programas de subvenciones. A menos que se revoque por escrito entregado al Subdestinatario, este Consentimiento y Autorización expirarán en la fecha en que el cliente ya no esté involucrado o inscrito en el Programa. Ninguna revocación afectará ninguna acción que se haya tomado en base a este Consentimiento y Autorización. El destinatario puede confiar en la presentación de esta Autorización como prueba de que no ha expirado o ha sido revocada.

Yo/Nosotros entendemos que para inscribirme o recibir servicios a través del Programa, yo/Nosotros debemos firmar este Consentimiento y Autorización. Yo/Nosotros certificamos que antes de firmar este Consentimiento y Autorización, yo/nosotros lo leemos y entendemos todos los elementos y términos en este documento y que este Consentimiento y Autorización se firma y otorga libremente, voluntariamente y a sabiendas. Una copia o facsímil de este Consentimiento y Autorización será tan válida como el original. Yo/Nosotros hemos recibido una copia de este formulario.

___________________________ ___________________________
(Firma del cliente, padre o tutor) ***(Fecha)***

___________________________ ___________________________
(Firma del cliente, padre o tutor) ***(Fecha)***

___________________________ ___________________________
(Firma del testigo) ***(Fecha)***

Aviso de la Ley de Privacidad. Autoridad: La Ley de Privacidad de 1974, modificada hasta el presente, incluidas las Notas Estatutarias (5 U.S.C. 552a). El Departamento de Vivienda y Desarrollo Urbano (HUD) está autorizado a recopilar esta información por la Ley de Vivienda de los Estados Unidos de 1937 (42 U.S.C. 1437 et. seq.), el Título VI de la Ley de Derechos Civiles de 1964 (42 U.S.C. 2000d), y por la Ley de Vivienda Justa (42 U.S.C. 3601-19). La Ley de Vivienda y Desarrollo Comunitario de 1987 (42 U.S.C. 3543) requiere que los solicitantes y participantes presenten el Número de Seguro Social de cada miembro del hogar que tenga seis años o más. Es política del Departamento proteger la privacidad de las personas en la mayor medida posible, permitiendo al mismo tiempo el intercambio de registros necesarios para cumplir con las responsabilidades administrativas y programáticas del Departamento, y las responsabilidades del Departamento para divulgar registros que el público en general tiene derecho a tener en virtud de la Ley de Libertad de Información. 5 U.S.C. 552, y parte 5 de este título.
Propósito: HUD recopila sus ingresos y otra información para determinar su elegibilidad Otros usos: HUD utiliza sus ingresos familiares y otra información para ayudar a administrar y monitorear los programas de vivienda asistida por HUD, para proteger los intereses financieros del gobierno y para verificar la exactitud de la información que proporciona. Esta información puede divulgarse a las agencias federales, estatales y locales apropiadas, cuando corresponda, y a investigadores y fiscales civiles, penales o reguladores. Sin embargo, la información no se divulgará ni divulgará fuera de HUD de ninguna otra manera, excepto según lo permita o exija la ley. Dar los números de Seguro Social de todos los miembros del hogar de seis años de edad y mayores es obligatorio, y no proporcionar los números de seguro social afectará su elegibilidad. El hecho de no proporcionar la información solicitada puede resultar en un retraso o rechazo de su aprobación de elegibilidad.

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Kimberly Roberts
Managing Director

NAME OF AGENCY: ______________________________
MONTH/YEAR REPORT: ______________________________

CDBG MONTHLY EXPENDITURE REPORT

TYPE OF EXPENSE	APPROVED BUDGET	EXPENSES [THIS MONTH]	CUMULATIVE EXPENSES	BALANCE
I. Personnel				
Salaries & Wages	$	$	$	$
Fringe Benefits	$	$	$	$
Consultants & Contract Services	$	$	$	$
Subtotal	$	$	$	$
II. Non-Personnel				
Space Costs	$	$	$	$
Rental, Lease, or Purchase of Equipment	$	$	$	$
Travel	$	$	$	$
Consumable Supplies	$	$	$	$
Other Costs	$	$	$	$
Subtotal	$	$	$	$
III. Architectural/ Engineering Design	$	$	$	$
IV. Acquisition of Real Property	$	$	$	$
V. Construction/ Rehabilitation	$	$	$	$
VI. Other (Explain)	$	$	$	$
Subtotal				
TOTAL COSTS	$	$	$	$

PROGRAM INCOME REPORTING

Service fees charged to program participants by organizations utilizing CDBG funds for operating costs is considered CDBG Program Income and must be reported. Monthly earned program income should be prorated to reflect the percentage of CDBG investment and deducted from the Subrecipients monthly reimbursement request.

CALCULATING PERCENT OF PROGRAM INCOME FROM CDBG ACTIVITIES

Current year's CDBG Allocation divided by *Organization's Annual Operating Budget* equals *Percent of Program Income attributed from CDBG activities*

CDBG Award: __________ / Annual Operating Budget____________ = ________%
(This percentage is calculated annually)

Percent of Program Income attributed from CDBG activities multiplied by *Monthly Amount of Client Fees Generated* equals *the amount of Program Income deducted from reimbursement*

% of Fees: ____________ x Client Fees Generated this month: ______________=

Program Income Deduction: ______________

TOTAL REIMBURSEMENT AMOUNT:	$

______________________ Authorized Signature/Date

______________________ CDBG Authorize Signature/Date

CDBG MONTHLY SERVICES REPORT
PROGRAM YEAR 2024

CDBG MONTHLY SERVICE REPORT: INSTRUCTIONS

CDBG Monthly Service Reports are due by the 15th of every month.
Please follow the instructions below for an accurate report submission.

1. **Section 1: Report each new client based on the household's annual median income percentage.**
   1) The first column in Section 1 lists the income percentage categories, which are defined in the chart provided. You will utilize this first column and the income limit chart to decipher which income category the client falls under based on their verified income.
   2) In the second column, report the total number of new clients served during this month based on the income documentation that has been verified by your organization.
   3) In the third column, report the cumulative number of clients served during this Program Year.
   4) In the fourth column, report the total number of new families/households served during this month based on their verified income.
   5) In the fifth column, report the cumulative number of families/households served during this Program Year. This number should match the number of client files that are kept for this Program Year.
2. **Section 2: Report each individual client served based on their race and ethnicity.**
   1) The first column in Section 2 lists each race category. You will utilize this first column and the client's self-identified race to decipher which category the client falls under.
   2) In the second column, report all new Hispanic/Latino clients served during this reporting period based on their self-identified race.
   3) In the third column, report all new Non-Hispanic/Non-Latino clients served during this reporting period based on their self-identified race.
   4) In the fourth column, total all new clients served during this reporting period based on their self-identified race.
   5) In the fifth column, report the cumulative total of clients served during this Program Year.
3. **Section 3: Report each individual client served based on their gender.**
   1) In the second column in Section 3, report all new Male clients served during the reporting period.
   2) In the third column, report all new Female clients served during this reporting period based.
   3) In the fourth column, total all new clients served during this reporting period based on their gender.
   4) In the fifth column, report the cumulative total of clients served during this Program Year.
4. **Section 4: Report each individual client served that lives in a Female-Headed Household.**
   1) In the first column in Section 4, report all new clients served during this reporting period who live in a Female-Headed Household.
   2) In the second column, report the cumulative total of clients served during this Program Year who live in a Female-Headed Household.
5. **Section 5: Report each individual client that is eligible under one of the CDBG presumed benefit categories.**

   DO NOT complete this section unless one of these categories was used to qualify your activity for CDBG funding.
   1) The first column in Section 5 lists the six CDBG presumed benefit categories.
   2) In the second column, report the total number of new clients served during this reporting period based on their eligible presumed benefit category.
   3) In the third column, report the cumulative total of clients served for each category during this Program Year.

The total number of new clients must be consistent throughout this report.

The cumulative total of clients served for this Program Year also must be consistent throughout this report.

CDBG MONTHLY SERVICES REPORT
PROGRAM YEAR 2024

Agency Name:	
Activity Name:	
Submitted by:	
Month/Year of Submission:	

CDBG MAXIMUM HOUSEHOLD INCOME LIMITS
FY2023 Income Limits
Effective: June 15, 2023

Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	$21,500	$35,750	$57,200
2	$24,550	$40,850	$65,350
3	$27,600	$45,950	$73,500
4	$30,650	$51,060	$81,650
5	$33,150	$55,150	$88,200
6	$35,600	$59,250	$94,750
7	$38,050	$63,350	$101,250
8	$40,500	$67,400	$107,800

*Source: U.S. Department of Housing & Urban Development [HUD]

NEW CLIENTS SERVED THIS MONTH

1. New Clients and Households Served – Reported by Median Household Income	**New Clients Served this Month**	**Cumulative Total of Clients Served this Year**	**New Households Served this Month**	**Cumulative Total of Households Served this Year**
Extremely Low Income (0%-30% Median Household Income)				
Very Low Income (31%-50% Median Household Income)				
Low Income (51%-80% Median Household Income)				
Total of CDBG Eligible Clients				
Over 80% Median Household Income **(Non CDBG Eligible)**				
Total Clients Served				
Calculate Percentage of CDBG Eligible Clients	%	%	%	%

2. New Clients Served – Reported by Race/Ethnicity	**New Hispanic/Latino Clients**	**New Non-Hispanic/ Latino Clients**	**Total New Clients Served this Month**	**Cumulative Total Served this Year**
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African American				
Other/Multi-Racial				
TOTAL				

3. New Clients Served – Reported by Gender	**New Male Clients**	**New Female Clients**	**Total New Clients Served this Month**	**Cumulative Total Served this Year**
TOTAL				
4. New Female Head of Households				

5. Presumed Benefit Categories – Only Complete This Section if a Category is Used to Qualify your Activity for CDBG Funding	**New Clients Served This Month**	**Cumulative Total Served this Year**
Elderly - Age 62 and Older - Number of New Clients Served		
Adults with Disabilities - Number of New Clients Served		
Homeless Persons - Number of New Clients Served		
Abused Spouses - Number of New Clients Served		
Abused/Neglected Children - Number of New Clients Served		
TOTAL		

Provide a list of clients/families that were served during the reporting period (if there is not enough room in the text box below, please attach a separate list):

Provide a description of significant events and activities during the reporting period:

CDBG Subrecipient Signature/Title Date Signed

Signature – Reviewed/Approved Date Signed

Cobb County CDBG Program Office

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ENVIRONMENTAL REVIEW REQUEST FORM

SUBRECIPIENT MAY NOT UNDERTAKE ANY ACTIVITY WITH HUD OR NON-HUD FUNDS WITHOUT A COMPLETED ENVIRONMENTAL REVIEW.

Date of Request: Click or tap to enter a date. **Organization/Name of Person:** Click or tap here to enter text.

Funding Source: ☐CDBG ☐CDBG-CV ☐HOME ☐ESG ☐ESG-CV ☐COC

Project Address: Click or tap here to enter text.

PROPOSED PROJECT TYPE

☐DPA ☐TBRA ☐Rental Assistance ☐Mortgage Assistance ☐Utility Assistance ☐Supportive Services

☐Operating Costs ☐Acquisition (Property) ☐Demolition ☐New Construction ☐Rehabilitation

Estimated Proposed Project Cost: $ Click or tap here to enter text.
Total HUD Funded Amount: $ Click or tap here to enter text.

COMPLETE THE SECTION BELOW FOR ACQUISITION, DEMOLITION, NEW CONSTRUCTION, REHAB PROJECTS ONLY.

Is this vacant/undisturbed land? ☐Yes ☐No ☐N/A

If proposed activity results in ground disturbance, please provide a description (Include a description of all horizontal and vertical ground disturbance, such as haul roads, cut or fill areas, excavations, landscaping activities, ditching, utility burial, grading, water tower construction, etc., as applicable): Click or tap here to enter text.

If existing property: # Bedrooms: # Baths: Sq. Ft.: Year Built:

If new construction: # Bedrooms: # Baths: Sq. Ft.:

Required Attachments

☐Detailed scope work
☒Site Plan
☐Photographs of the property, include views of the front, back, right, left and property to the left, right, across the street and street views left and right
☐Soil Surveys, if completed
☐Engineer/Architect Environmental Assessment, if completed

For CDBG Program Office Use Only:

ER Prepared by: ______________________________
Date Prepared: ______________________________
Date Approved ER Uploaded: ______________________________
Date Completed ER Sent to Subrecipient: ______________________________

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ______ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

____

____

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ______ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

____

____

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ________ Lessee has received copies of all information listed above.

(d) ________ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

(e) ________ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

VIOLENCE, DATING VIOLENCE OR STALKING

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0204
Exp. 6/30/2017

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is ______________. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

______________________________ ______________
Tenant Date

COBB COUNTY
CDBG PROGRAM OFFICE

192 Anderson Street, Suite 150
Marietta, Georgia 30060
Phone: (770) 528-1455 Fax: (770) 528-1466
www.cobbcounty.org/cdbg

Kimberly Roberts
Managing Director

Income Calculation Form

Name: ______________________________ Family Size: ____________

GROSS INCOME FROM WAGES							
Name:		Name:		Name:		Name:	
Age:		Age:		Age:		Age:	
Employer:		Employer:		Employer:		Employer:	
Pay Date	**Gross Pay**	**Pay Date**	**Gross Pay**	**Pay Date**	**Gross Pay**	**Pay Date**	**Gross Pay**
Total	$0.00	**Total**	$0.00	**Total**	$0.00	**Total**	$0.00
Monthly Income	0.00	**Monthly Income**	0.00	**Monthly Income**	0.00	**Monthly Incom**	0.00
Months Per Year	12	**Months Per Year**	12	**Months Per Year**	12	**Months Per Ye**	12
Annual Income	**$0.00**	**Annual Income**	**$0.00**	**Annual Income**	**$0.00**	**Annual Incom**	**$0.00**

INCOME FROM OTHER SOURCES							
Name:		Name:		Name:		Name:	
Age:		Age:		Age:		Age:	
Source:		Source:		Source:		Source:	
Pay Date	**Amount**	**Pay Date**	**Amount**	**Pay Date**	**Amount**	**Pay Date**	**Amount**
Monthly Income	0.00	**Monthly Income**	0.00	**Monthly Income**	0.00	**Monthly Incom**	0.00
Months Per Year	12	**Months Per Year**	12	**Months Per Year**	12	**Months Per Ye**	12
Annual Income	**$0.00**	**Annual Income**	**$0.00**	**Annual Income**	**$0.00**	**Annual Incom**	**$0.00**

Wages Income	$0.00
Other Source Income	$0.00
Household Total	**$0.00**

FY 2023 Income Limits Summary Effective 06/15/2023 Cobb County, Georgia			
Family/Household Size	**Extremely Low 30%**	**Very Low Income 50%**	**Low Income**
1	$21,500	$35,750	$57,200
2	$24,550	$40,850	$65,350
3	$27,600	$45,950	$73,500
4	$30,650	$51,060	$81,650
5	$33,150	$55,150	$88,200
6	$35,600	$59,250	$94,750
7	$38,050	$63,350	$101,250
8	$40,500	$67,400	$107,800

Source: U. S. Department of Housing and Urban Development (HUD) www.huduser.gov

Income Verification Completed By: ______________________________ Date: ____________

Self-Declaration of Income

CDBG Applicant Name: ____

This is to certify the income status for the above named individual. Income includes but is not limited to:

- The full amount of gross income earned before taxes and deductions.
- The net income earned from the operation of a business, i.e., total revenue minus business operating expenses. This also includes any withdrawals of cash from the business or profession for your personal use.
- Monthly interest and dividend income credited to an applicant's bank account and available for use.
- The monthly payment amount received from Social Security, annuities, retirement funds, pensions, disability and other similar types of periodic payments.
- Any monthly payments in lieu of earnings, such as unemployment, disability compensation, SSI, SSDI, and worker's compensation.
- Monthly income from government agencies excluding amounts designated for shelter, and utilities, WIC, food stamps, and childcare.
- Alimony, child support and foster care payments received from organizations or from persons not residing in the dwelling.
- All basic pay, special day and allowances of a member of the Armed Forces excluding special pay for exposure to hostile fire.

Check only one box and complete only that section

Source: ________________________________ Amount: __________ Frequency: ____________
Source: ________________________________ Amount: __________ Frequency: ____________
Source: ________________________________ Amount: __________ Frequency: ____________

CDBG Applicant Signature: ____________________________ Date: ________________

I certify, under penalty of perjury, that I do not have any income from any source at this time.

CDBG Applicant Signature: ____________________________ Date: ____________________

CDBG Staff Verification *this section MUST be completed.
I understand that third-party verification is the preferred method of certifying income for CDBG assistance. I understand self-declaration is only permitted when I have attempted to but cannot obtain third party verification.
Documentation of attempt made for third-party verification:

____
____
____

CDBG Staff Signature: ____________________________________ Date: ____________________

Declaration of Zero Income

I, ____________________________, have been unemployed since _____/______/_____
Month / Day / Year

and do not have any source of income at this time.

The last place that I worked was:

____
Name

____
Address

____
City, State & ZIP Code

I am __ a) not eligible for unemployment benefits. (State Reason)

____

____

b) eligible for unemployment benefits but have not received a check yet.

I am unable to work because:

____

____

My household expenses (food. utilities. rent. etc.) are currently being paid by:

____

____

____

Collateral Contact: Please list one person not living with you that can be contacted to verify that you are not employed and have no source of income to meet your expenses.

Name	Home Phone Number
Address	Work Phone Number

City, Stale & ZIP Code

I understand that if any or all of the information which I have given is found to be invalid or falsified, that I can and will be required to repay the State of Georgia for all goods and services rendered to me during and under this program.

____
Client's Signature

____
Worker's Signature

____
Date

Self-Employment Certification

I, (your name) ________________________________, certify that I am self-employed. Based on my previous and planned self-employment activities, I anticipate my income for the next 12 months will be $__________________.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in __________________________ (city), ______________ (state).

____
Signature

____
Printed Name

____
Date

Documents Required for Reimbursement

Email reports to: cobbcdbgpayments@cobbcountycdbg.com

- ☐ Monthly Expenditure Report must be signed by Executive Director/ Program Director
- ☐ **A summary page detailing each line item in the reimbursement request is a requirement for each monthly expense report.**
- ☐ Monthly Expenditure Report must identify the amount of reimbursement requested and show cumulative expenses and remaining balance
- ☐ Itemized list of program supplies and amounts (this sheet should be submitted in the reimbursement packet and should include check numbers, type of expense, expense amount, date of transaction, corresponding invoice number, etc.
- ☐ Copies of receipts for requested reimbursement. **Receipt dates must correspond with monthly reimbursement request. ***
- ☐ Documentation which identifies supplies paid in advance by the organization. Documents can include Copy of Checks [Front/Back Copies of Checks 90 days or older], Organizational Bank Statements or Credit Card Statements.
- ☐ If requesting reimbursement for staff costs, payroll journals, and timesheets documenting actual hours worked administering program activities must be submitted with the reimbursement request. It must contain the employee and direct supervisor signatures. Proof of payment to the employee is also required; Copy of Checks [Front/Back Copies of Checks 90 days or older], or Organizational Bank Statements.
- ☐ Monthly Narrative, or Programmatic Report not to exceed one page in length.

Reminders

- Other than signatures and timesheets, hand-written documentation is prohibited.
- Do not combine months if you are submitting two or more at the same time.
- The Programmatic Report and Expenditure Report are due by the 15th of each month.

Reimbursement Cross Check Form

Subrecipient Name:

Date Submitted:

Employee Name	Total Hours Worked	Total CDBG Hours Worked	Check Date	Check Amount	Allocated to CDBG Public Services		Allocated to ESG		Allocated to CSBG		Total Requested Per Employee		Over/Under Total Amount of Check
					%	$	%	$	%	$	%	$	$
Example:Jane Doe	*80*	*20.00*	*1/2/2018*	*$1,100.00*	*20%*	*$ 220.00*	*10%*	*$ 110.00*	*5%*	*$ 55.00*	*25%*	*$275.00*	*-$825.00*
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00
						$ -		$ -		$ -	0%	$0.00	$0.00

Record-Keeping Checklist for Tracking Activities

This form should be initiated when Cobb County awards a subgrant to a Subrecipient

Date Checklist Last Updated: ____________

Documents to be Maintained	Document Source		Status		
	Source	Date	Complete?		Location
Project Application			Y	N	
☐ Original Application	☐Subrecipient	____	☐	☐	____
☐ Amendments to Application	☐Subrecipient/Grantee	____	☐	☐	____
☐ Approval of Amendments	☐Grantee	____	☐	☐	____
☐ Notice of Award	☐Grantee	____	☐	☐	____
☐ Correspondence	☐Subrecipient/Grantee	____	☐	☐	____
Pre-Award Documentation			Y	N	
☐ Articles of Incorporation/Bylaws	☐Subrecipient	____	☐	☐	____
☐ Non-profit Determination	☐Subrecipient	____	☐	☐	____
☐ List of Board of Directors	☐Subrecipient	____	☐	☐	____
☐ Authorization to Request Funds	☐Subrecipient	____	☐	☐	____
☐ Authorized Official	☐Subrecipient	____	☐	☐	____
☐ Organizational Chart	☐Subrecipient	____	☐	☐	____
☐ Résumés of Chief Admin. and Chief Fiscal Officers	☐Subrecipient	____	☐	☐	____
☐ Financial Statement and Audit	☐Subrecipient	____	☐	☐	____
☐ Conflict of Interest Statement	☐Subrecipient	____	☐	☐	____
☐ Plan for Compliance with National Objectives	☐Subrecipient	____	☐	☐	____
☐ Lobbying Statement	☐Subrecipient	____	☐	☐	____
Subrecipient Agreement			Y	N	
☐ Subgrant/Subaward Amount	☐Grantee	____	☐	☐	____
☐ Date of Subgrant/Subaward	☐Grantee	____	☐	☐	____
☐ Statement of Work	☐Subrecipient	____	☐	☐	____
☐ Budget by Task/Activity	☐Subrecipient	____	☐	☐	____
☐ Schedule by Task/Activity	☐Subrecipient	____	☐	☐	____
☐ Standard Provisions Included?	☐Grantee	____	☐	☐	____
☐ Amendments (Dates)	☐Grantee	____	☐	☐	____

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
Financial Records				Y	N	
☐	Current Approved Budget	☐Subrecipient/Grantee	____	☐	☐	______
☐	Authorization Letter/Signatures	☐Subrecipient	____	☐	☐	______
☐	Financial Management Systems (accounting books, software, reporting systems)	☐Subrecipient	____	☐	☐	______
☐	Chart of Accounts	☐Subrecipient	____	☐	☐	______
☐	List of Source Documents to be Maintained	☐Subrecipient	____	☐	☐	______
☐	Financial Status Report (total budget, amount expended, unliquidated obligations, unobligated balance)	☐Subrecipient	____	☐	☐	______
☐	Drawdown Request Forms	☐Subrecipient	____	☐	☐	______
☐	Drawdown Request Reports	☐Subrecipient	____	☐	☐	______
☐	Executed Contracts/Bid Docs	☐Subrecipient	____	☐	☐	______
☐	Board Minutes for Approval of Contracts or Bids	☐Subrecipient	____	☐	☐	______
☐	Copy of Most Recent Audit Report	☐Subrecipient	____	☐	☐	______
☐	Certification of Insurance Coverage/Bonding	☐Subrecipient	____	☐	☐	______
☐	CDBG Payroll Records	☐Subrecipient	____	☐	☐	______
☐	Certified Construction Payroll Records (Davis-Bacon applicable)	☐Subrecipient	____	☐	☐	______
☐	Approved Cost Allocation Plan	☐Subrecipient/Grantee	____	☐	☐	______
☐	Relevant Financial Correspondence	☐Subrecipient/Grantee	____	☐	☐	______
Project Monitoring and Control				Y	N	
☐	Completed Monitoring Reports	☐Grantee	____	☐	☐	______
☐	National Objectives Documentation	☐Subrecipient	____	☐	☐	______
☐	Eligible Activities Documentation	☐Subrecipient	____	☐	☐	______
☐	Activity Status Report (scope, cost, schedule/actual vs. agreement)	☐Subrecipient	____	☐	☐	______
☐	Drawdown Requests/Reports	☐Subrecipient	____	☐	☐	______
☐	Subrecipient Staffing	☐Subrecipient	____	☐	☐	______
☐	Meeting Minutes	☐Subrecipient	____	☐	☐	______
☐	Telephone Log/Notes	☐Subrecipient	____	☐	☐	______
☐	Correspondence	☐Subrecipient	____	☐	☐	______

Documents to be Maintained		Document Source		Status		
		Source	Date	Complete?		Location
☐	HUD Monitoring Results	☐HUD/Grantee	____	☐	☐	______
☐	Real Property Inventory, Management and Change of Use	☐Subrecipient	____	☐	☐	______
☐	Anti-discrimination, Fair Housing, EEO, ADA/504 Certifications	☐Subrecipient	____	☐	☐	______
☐	Procurement, Bonding, Insurance	☐Subrecipient	____	☐	☐	______
☐	Labor Standards	☐Subrecipient	____	☐	☐	______
☐	Acquisition, Displacement, Relocation, Replacement Housing	☐Subrecipient	____	☐	☐	______
☐	Environmental Review	☐Grantee	____	☐	☐	______
☐	Loan Status Reports (Economic Development, Rehabilitation)	☐Subrecipient/Grantee	____	☐	☐	______
☐	Administrative Activities	☐Subrecipient	____	☐	☐	______
☐	Flood Insurance Purchase	☐Subrecipient	____	☐	☐	______
Other Project/Activity Files				**Y**	**N**	
☐	Plans and Specs (rehabilitation, historic preservation)	☐Subrecipient	____	☐	☐	______
☐	Orientation and Training	☐Subrecipient	____	☐	☐	______
☐	Special Case Records	☐Subrecipient	____	☐	☐	______

Attachment K
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

AGENCY'S ORGANIZATION:______________________________________

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

FIRST NAME:__________________________ LAST NAME:______________________

TITLE:____

SIGNATURE:_______________________________ DATE:______________

Attachment L
DEBARMENT/SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility a Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment M
SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b).

The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____
Federal Work Authorization User Identification Number

____
Date of Authorization

____
Name of Sub-subcontractor

____
Name of Project

____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ____________, ___, 202__ in ________________________(city), ______(state).

____
Signature of Authorized Officer or Agent

____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF ____________,202__.

____
NOTARY PUBLIC

My Commission Expires: ______________________________

Attachment N
GENERAL ASSURANCES

The Contractor and Subrecipient shall comply with the following requirements:

I. IMMIGRATION COMPLIANCE

(a) INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The Owner acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

(b) GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006.

The Owner acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

A. That affidavits in the required form be executed from the Owner (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of any Owner contract and/or subcontract;

B. That the Owner (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under this Agreement or subcontract which is to be paid for with County funds;

C. That the Owner (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier to be paid for with County funds;

D. That the Owner be responsible for obtaining and providing to the COUNTY the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required under the County "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;

E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

F. That Owner and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Owner to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures;

failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate this Agreement;

H. That upon notice of a material breach of these provisions, the Owner (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

(c) S.A.V.E VERIFICATION O.C.G.A. § 50-36-1 et seq.

The Owner acknowledges and agrees as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cobb County that the Owner shall comply with all requirements, including but not limited to, executing a S.A.V.E. affidavit with respect to this agreement.

____

Signature - Subrecipient

____

Typed Name - Subrecipient

____

Title

____

Signature Date

ATTACHMENT O

PERSONALLY IDENTIFIABLE INFORMATION (PII) CONTRACTOR ACKNOWLEDGMENT AND AGREEMENT

Definitions of Personally Identifiable Information (PII) and Sensitive PII

Personally identifiable information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to that individual regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor for the Subrecipient.

Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

Acknowledgment And Agreement

I attest that I understand my responsibility to safeguard PII, including Sensitive PII; and, that I am familiar with and agree to comply with the standards for handling and protecting PII. I also agree to report the potential loss, theft, improper disclosure or compromise of PII. I acknowledge that I have received proper training regarding the procedures for safeguarding PII, and that I am aware of protocols should PII be potentially lost, stolen, improperly disclosed or compromised.

I further understand that my failure to act in accordance with my responsibilities outlined above may result in removal of system access, reassignment to other duties, criminal or civil prosecution, or termination if I am found responsible for an incident involving the loss, theft, unauthorized or improper disclosure or compromise of PII or Sensitive PII.

Organization: ____

Executive Director Signature: ____

Print Name: ____

Date: ____

Attachment P
Conflict of Interest Policy and Certification

The Subrecipient and the County certify that the provisions of the Official Code of Georgia Annotated, 45-10-20 through 45-10-28, as amended. The Subrecipient shall file with the County the signed Conflict of Interest Policy.

Non-Competitive Activity:

No person who is an employee, agent, consultant, and officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that are or may be perceived as non-competitive, including but not limited to the following activities:

- Agreeing with a competitor to share market segments or regions; to set prices or terms of a sale; or to boycott a third party;
- Discussing production quantity with a competitor;
- Making false or misleading statements about a competitor's products or services.

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that interfere or may be perceived as interfering with an existing contract or project between a customer (or potential customer) and a competitor.

Examples of such activities include, but are not limited to, making disparaging remarks to the customer about the competitor's performance for the customer with the intention of inducing the customer to terminate its contract with the competitor in favor of the company.

Political Contributions:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not use company assets or CSBG funds to make political contributions to candidates running for a political office (i.e., in a federal, state or local election). Examples of prohibited contributions may include, but are not limited to cash, gifts, loans, tickets, or trips.
Conflict of Interest:

The Subrecipient agrees to abide by the following provisions:

No covered persons who exercise or have exercised any functions or responsibilities with respect to CSBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CSBG-assisted activity, or with respect to the proceeds from the CSBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
Confidential Information:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not disclose to a third party the confidential information of the company or the company's customers. Such information may include, but is not limited to, company procedures, processes, financial information, business plans and customer lists.

Violation of Policy:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient who violate this policy will be subject to discipline that may include suspension or termination and loss of CSBG funds.

Employees etc. who become aware of any apparent violations of this policy should notify their department managers, who in turn, should notify the CSBG Program Office.

CONFLICT OF INTEREST CERTIFICATION

TO BE COMPLETED BY THE SUBRECIPIENT:

The ________________________________ certifies that we have read and disseminated the CSBG Conflict of Interest Policy. In addition, we hereby certify the following (check one):

☐ To the best of our knowledge and belief, we do not presently have any conflicts of interest that might interfere with any CSBG assisted activity.

☐ We have an actual or potential conflict of interest and have described the parties, activities, and/or situation to the best of my ability below:

EXPLANATION:

____

____

____

____

Signature: ______________________ Title: ______________________

(Subrecipient Executive Director or Board Chair)

Date: ______________________________

Cobb County
CDBG Program Office

192 Anderson Street, Suite 150
Marietta, Georgia 30060
Phone: (770) 528-1455 Fax: (770) 528-1466
www.cobbcounty.org/cdbg

Kimberly Roberts
Managing Director

November 15, 2023

Mr. Ricky Stewart
Public Works Director
City of Kennesaw
3080 Moon Station
Kennesaw, Georgia 30144

RE: Program Year [PY] 2024 CDBG Funding Approval

Dear Mr. Stewart,

Congratulations! City of Kennesaw's PY2024 Community Development Block Grant (CDBG) application for Infrastructure Improvements has been approved by the Cobb County Board of Commissioners (BOC).

Because the exact dollar amount awarded under this program has not been released by HUD, the recommended funding amount is based on 70% of the actual grant amount received by the County in PY2023. City of Kennesaw's approved funding amount is ***$113,360.85*** and is subject to change based on the County's final allocation from HUD.

If you have any questions, please contact Ms. Daminga Porter, CDBG Program Specialist at 770-528-1463.

Sincerely,

Kimberly Roberts, Ph.D.
Managing Director
Cobb County CDBG Program Office

Cc: Rabihah Walker-Towers, Deputy Director, Cobb County CDBG Program Office
Daminga Porter, Program Specialist, Cobb County CDBG Program Office

Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: February 26, 2024

TITLE: **Resolution: Conveyance of Property at 1920 Twelve Oaks Circle for Driveway Relocation**
Approval of a Resolution to convey a section of the City owned property at 1920 Twelve Oaks Circle in fee simple to Harold and Patricia Anderson.

Summary:
As part of the Cherokee Street Improvement Project, the residential driveway on property at 3239 Cherokee Street, belonging to Harold Anderson, Sr. and Patricia Anderson, will be closed because of its proximity to the intersection of Ben King Road, Twelve Oaks Circle and Cherokee Street. The City proposes to replace the existing driveway with a new driveway to be constructed on a section of City-owned property at 1920 Twelve Oaks Circle and shown in green on the plat attached as Exhibit A to this Agenda Item and the accompanying Resolution.

Recommendation: The Public Works Director recommends the following:

1. Approval of the conveyance to Harold Anderson Sr. and Patricia Anderson of that section of 1920 Twelve Oaks Circle shown on Exhibit A in green and described in Exhibit B for a new driveway to 3239 Cherokee Street.
2. Modifications to the draft of the Exchange Agreement with the Andersons previously approved but now needed to distinguish between the section of 1920 Tweleve Oaks Circle needed for driveway relocation purposes and the section of 1920 Twelve Oaks Circle to be swapped with the Andersons for right of way and easements for the Cherokee Street Project.

Fiscal Impact:

Attachments:
1. Resolution - Driveway Relocation for Parcel 22 Cherokee Street

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2024- _________, 2024
CITY OF KENNESAW
GEORGIA

RESOLUTION TO APPROVE THE CONVEYANCE OF PROPERTY AT 1920 TWELVE OAKS CIRCLE TO HAROLD R. ANDERSON, SR. AND PATRICIA M. ANDERSON FOR DRIVEWAY RELOCATION PURPOSES IN CONNECTION WITH THE CHEROKEE STREET IMPROVEMENT PROJECT AND TO APPROVE CHANGES TO THE EXCHNAGE AGREEMENT WITH THE ANDERSONS PREVIOUSLY APPROVED IN DECEMBER, 2023.

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

WHEREAS, Harold S. Anderson, Sr. and Patricia Anderson own the property at 3239 Cherokee Street shown on the map attached hereto as Exhibit D and incorporated herein by reference; and

WHEREAS, the current residential driveway access to and from the Andersons' property is on Cherokee Street in close proximity to the intersection of Ben King Road, Twelve Oaks Circle and Cherokee Street; and

WHEREAS, the City proposes to close the Andersons' current driveway for safety reasons as part of the Cherokee Street Improvement Project and to construct a new driveway to the Anderson property from Twelve Oaks Circle across the section of 1920 Twelve Oaks Circle owned by the City and shown in green on Exhibit A and described in Exhibit B both of which are attached hereto and incorporated herein by reference; and

WHEREAS, this conveyance of City owned property for driveway relocation purposes will require changes to the Exchange Agreement with the Andersons previously approved by the Mayor and Council in December, 2023 to distinguish between the section of 1920 Twelve Oaks Circle to be conveyed for driveway relocation purposes and the section of 1920 Twelve Oaks Circle shown in pink on Exhibit A and previously approved by the Mayor and Council in December, 2023 as an exchange for the right of way and easements needed from the Andersons for the Cherokee Street Project; and

WHEREAS, the City will convey the driveway relocation segment shown in green on Exhibit A and described in Exhibit B by quit-claim deed to the Andersons; and

WHEREAS, the revisions required for clarification purposes to the Exchange Agreement with the Andersons are shown on the draft attached as Exhibit C to this Resolution and incorporated herein by reference;

BE IT RESOLVED the Kennesaw City Council authorizes and ratifies the modifications needed to the Exchange Agreement with the Harold R. Anderson, Sr. and Patricia M. Anderson and shown in Exhibit C attached hereto and authorizes and ratifies the conveyance of the above-described City owned property as described by Exhibits A and B attached hereto for driveway relocation purpose as follows:

a. The City Property described in Exhibits A and B shall be conveyed by quit-claim deed from the City to Harold R. Anderson, Sr. and Patricia M. Anderson.
b. The quit-claim deed is to be delivered to the Andersons at such time as they execute and deliver the right of way deed and temporary easements to the City for the acquisition needed for the Cherokee Street Project.
c. The Mayor is authorized to sign both the revised Exchange Agreement with the Andersons and the quit-claim deed for the City Property.

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

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of ______, 2024.

ATTEST:	CITY OF KENNESAW
______________________________	______________________________
Lea Alvarez, City Clerk	Derek Easterling, Mayor

EXHIBIT A

CROY REFERENCE NUMBER	COUNTY	PROJECT NUMBER
1260.09	COBB	1260.09

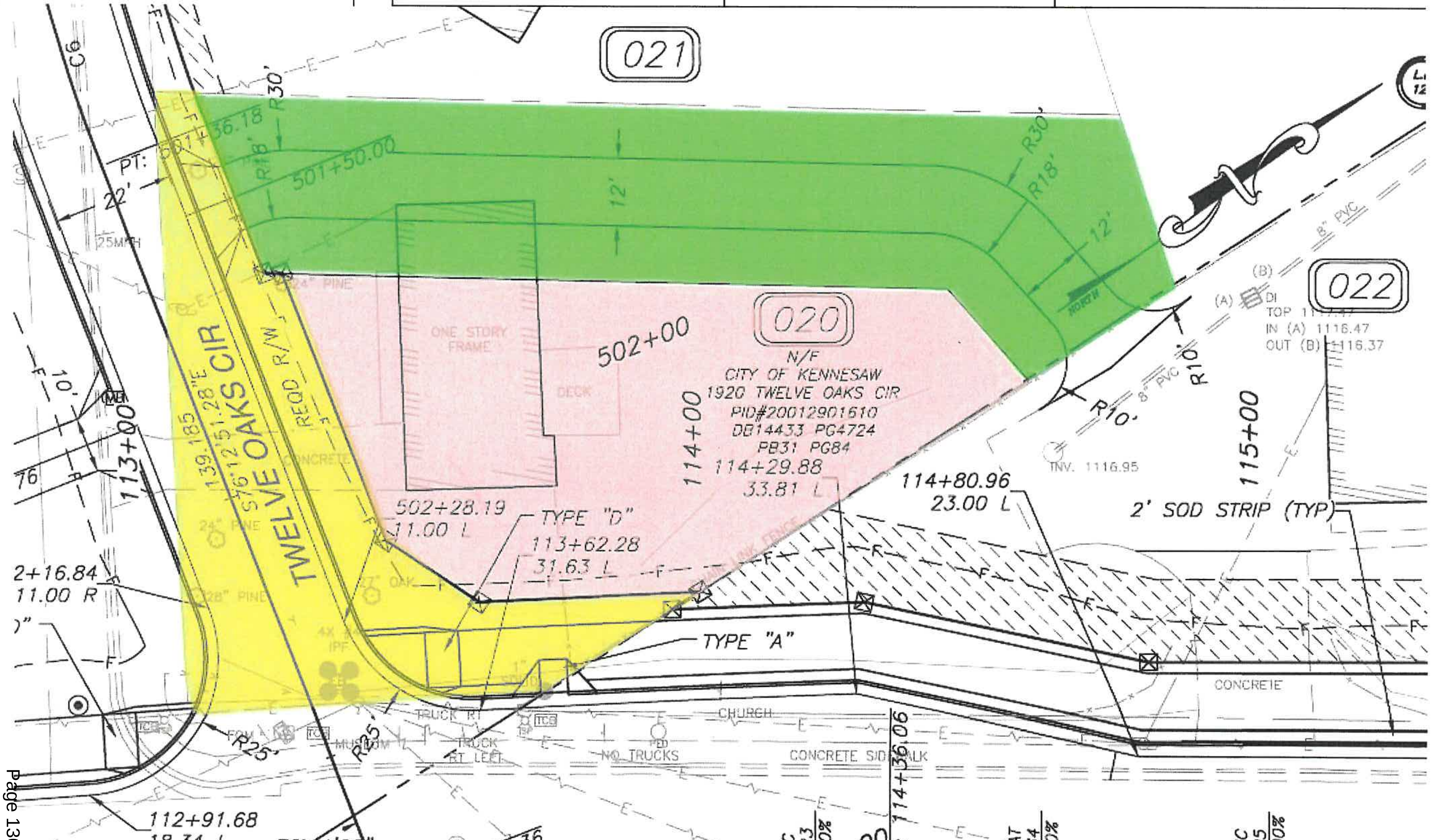


EXHIBIT B
Legal Description for:
City of Kennesaw
1920 Twelve Oaks
PID: 20012901610

COMMENCING at a point on the Northern Right-of-way line of Twelve Oaks Circle (Apparent Variable R/W), said point being located at Station 501 + 29.45 and offset 20.50 feet left of the centerline of Twelve Oaks and being known as the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING departing said Right-of-way North 36 degrees 22 minutes 18 seconds East for a distance of 167.74 feet, to a point;

THENCE, South 72 degrees 34 minutes 02 seconds East for a distance of 32.58 feet to a point;

THENCE, South 02 degrees 40 minutes 45 seconds West for a distance of 30.31 feet to a point;

THENCE, South 02 degrees 41 minutes 37 seconds West for a distance of 1.10 feet to a point;

THENCE, South 83 degrees 39 minutes 09 seconds West for a distance of 22.12 feet to a point;

THENCE, South 36 degrees 22 minutes 18 seconds West for a distance of 123.93 feet to a point located on the Northern Right-of-way line of Twelve Oaks Circle (Apparent Variable R/W);

THENCE, North 76 degrees 12 minutes 51 seconds West for a distance of 28.36 feet to a point;

THENCE, along a curve whose arc length is 6.27 feet and whose radius is 279.50 feet to the right, said curve being subtended by a chord bearing of North 75 degrees 34 minutes 19 seconds West and a chord length of 6.27 feet, back to THE POINT OF BEGINNING.

The herein described parcel contains 5651 Square Feet or 0.130 acres of land. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT C

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _______, 202~~3~~4, by and between **the City of Kennesaw, Georgia, a political subdivision of the State of Georgia** (hereinafter referred to as the "City") and **Harold Richard Anderson, Sr. and Patricia M. Anderson,** (hereinafter collectively referred to as the "Andersons"). The Andersons and the City are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, as joint tenants with right of survivorship, the Andersons are the owners of approximately 0.567 acres of real property and improvements located at 3239 Cherokee Street in the City of Kennesaw, Cobb County, Georgia (hereinafter referred to as the "Anderson Property"); and

WHEREAS, the City is in the process of acquiring right of way and easements to allow it to make certain improvements to and widen Cherokee Street between McCollum Parkway and Shirley Drive (hereinafter referred to as the "Cherokee Street Widening Project"); and

WHEREAS, as a part of said acquisitions, the City approached the Andersons in the Spring of 2019 and proposed to acquire certain right of way and easements from the Anderson Property; and

WHEREAS, the Anderson Property currently accesses the public road system by way of an existing driveway that fronts on Cherokee Street; and

WHEREAS, the City is the owner of the real property and improvements located at 1920 Twelve Oaks Circle, which is located immediately adjacent to and to the south and west of the Anderson Property; and

WHEREAS, as a part of the Cherokee Street Widening Project, the City has proposed that the existing driveway on the Anderson Property be closed, and that access instead be afforded to the public road system by way of a new driveway onto Twelve Oaks Circle that would traverse a section of the City's 1920 Twelve Oak Circle Property ("Driveway Relocation Property"); and

WHEREAS, the City will convey the Driveway Relocation Property to the Andersons by quit-claim deed; and

WHEREAS, in lieu of the cash payment originally offered by the City to the Andersons for the required right of way and easements, the Parties have agreed instead that they will exchange certain property and that the City will make certain improvements to the Anderson Property and the Swap Property (as defined in Paragraph 3) as hereinafter set out.

NOW THEREFORE, in consideration of TEN DOLLARS ($10.00) in hand paid by the City to the Andersons, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the City and the Andersons agree as follows:

1.

The foregoing recitals are incorporated herein by this reference as if repeated verbatim.

2.

The City has identified an 0.088-acre (3,837 square feet) tract of the Anderson Property that it requires to acquire fee simple title to and an 0.121-acre (5,254 square feet) tract of the Anderson Property that it requires a temporary construction easement over and an 0.009-acre (393 square feet) tract of the Anderson Property that it requires a temporary driveway easement over all in order to construct and maintain the proposed Cherokee Street Widening Project. The foregoing right of way and temporary easements are more particularly described and depicted on Exhibits "A", "B" and "C" attached hereto and incorporated herein by this reference. Said right of way and temporary easements are hereinafter referred to as the "Anderson Right of Way" and the "Anderson Temporary Easements," respectively.

3.

The Driveway Relocation Property to be conveyed to the Andersons by the City and on which the City proposes to build a new driveway to replace the existing residential driveway serving 3239 Cherokee Street is shown in green on Exhibit "E" and described in Exhibit "F" both of which are attached hereto and incorporated herein by reference.

~~3~~4.

During their negotiations relating to the City's proposed acquisition of the Anderson Right of Way and the Anderson Temporary Easements, the Parties identified a substantial portion of the 1920 Twelve Oaks Circle Property that will not be required by the City to complete the Cherokee Street Widening Project or the relocation of the Andersons' driveway. Said remainder of the 1920 Twelve Oaks Circle Property is hereinafter referred to as the "Swap Parcel" and is more particularly shown in pink and depicted on Exhibit "E" and described by Exhibit "D" both of which are attached hereto and incorporated herein by this reference.

~~4~~5.

In lieu of payment of money for the Anderson Right of Way and the Anderson Temporary Easements, the Parties agree that they will exchange the Swap Parcel for the Anderson Right of Way and the Anderson Temporary Easements; provided, however, the Parties are in further agreement that the City will make the following improvements to the Anderson Property, the Driveway Relocation Property and the Swap Parcel:

a. The City shall remove the house and other improvements including storage sheds/structures/outbuildings from the Driveway Relocation Property and the City Swap Parcel.

b. The City agrees to remove all trees from the Driveway Relocation Property and the Swap Parcel.

c. The City shall clear and grade and, to the extent necessary, fill and compact the Driveway Relocation Property and the Swap Parcel in areas thereon disturbed as part of construction of the Cherokee Street Widening Project and as part of construction of the new driveway on the Driveway Relocation Property ~~Swap Parcel~~. Said driveway shall be a minimum of twelve feet wide, shall be located no closer than ten (10) feet to the adjacent property, and shall be poured with no less than four inches of reinforced concrete. Tapers shall be included on Twelve Oaks Circle to provide for ease of access thereto by vehicles and trailers from the Swap Parcel. The location and contours of said new driveway shall be as shown and depicted on Exhibit "E" attached hereto and incorporated herein by this reference.

d. The City does not own or control the electric power pole situated on the Swap Parcel. The City will nevertheless notify the electricity utility provider which owns the power pole on the Swap Parcel that the house currently situated on the property is to be removed as part of the Cherokee Street Widening Project. The City will request that the electricity utility provider relocate the power pole off the Swap Parcel. The City, however, cannot guarantee any removal, relocation or placement of such power pole. Pole placement and location will be determined by the respective electricity utility provider.

e. Upon removal of the Andersons' existing driveway, the City shall compact and grade said area to correspond with the grade on either side thereof and shall sod that area with bermuda grass. All other areas of the Anderson Property and the Driveway Relocation Property and the Swap Parcel disturbed by construction activities of the Cherokee Street Widening Project but not needed for construction of the Andersons' new driveway shall be properly filled and compacted and shall be stabilized with grass.

f. The work to be done on the Driveway Relocation Property and the Swap Property, including the installation of the new driveway, shall be completed before access to the Anderson Property by way of the existing driveway is impaired and the City agrees that its rights to make use of the Anderson Temporary Easements are expressly conditioned upon the City having first completed the foregoing work on the Driveway Relocation Property and the Swap Property, including (but not limited to) the installation of the driveway to Twelve Oaks Circle and the specific site grading work required for such driveway installation. When completed, the modified Anderson driveway shall be as described in subparagraph 4c above and on Exhibits "E" and "F" attached hereto and incorporated herein by this reference.

g. When the construction work on the Anderson Property, the Driveway Relocation Property and the Swap Property has been completed, the City shall, at its expense, cause an as-built survey to be made of the modified Anderson Property (taking into account the conveyance of the Anderson Right of Way and the addition of the Driveway Relocation Property and the Swap Parcel) to show the new property lines and shall have the surveyor install pins on all property corners. Said new survey shall be suitable for submission to the Cobb County Mapping Department so that the Cobb County Tax Assessor can properly reflect the new property lines.

h. The City shall compensate the Andersons in the amount of Three Thousand Five Hundred and No/100 Dollars ($3,500.00) for all landscaped areas on the Anderson Property lost or impacted by the Cherokee Street Widening Project. The Andersons alone shall be responsible for any and all removal and/or relocation of any landscaping or planted materials situated within the Anderson Right of Way or the Anderson Temporary Easements. The City agrees to give the Andersons not less than thirty (30) days' notice before they begin work on the right of way and easements being conveyed to the City ~~by~~pursuant to this Agreement so that the Andersons can remove and/or relocate the landscaping from said property.

~~5~~6.

The Andersons shall be responsible for payment of any City or County property taxes payable with respect to the Anderson Property for the 202~~3~~4 and prior tax years. The City shall be responsible for payment of any City or County property taxes with respect to the City Swap Parcel for the 202~~3~~4 and prior tax years.

~~6~~7.

Closing shall take place not later than twenty (20) days from the Effective Date of this Agreement. The Parties' obligation to close under this Agreement shall be conditioned on the following:

a. The Andersons shall be able to convey good title to the Anderson Right of Way and Anderson Temporary Easements free and clear of any deed to secure debt, security deed or other monetary encumbrances or title impediments.

b. The City shall be able to convey good title to the City Driveway Relocation Property and the Swap Parcel free and clear of any deed to secure debt, security deed or other monetary encumbrances or title impediments.

c. If any of the foregoing conditions has not been satisfied by the Closing Date then the Party who is slated herein to receive the encumbered property may, at its option, either: (i) terminate this Agreement on written notice to the other party, in which case the Parties shall have no further rights or obligations under this Agreement except those rights and obligations, if any, which expressly survive termination hereto; (ii) extend the Closing for a reasonable time (not to exceed 120 days) in which to seek to satisfy the unresolved condition(s); or (iii) waive the unresolved condition(s) and proceed to closing. If the affected Party chooses option (ii) and the condition(s) remains unresolved at the end of the extended time, then the Party for whose benefit the condition was established may choose either option (i) or (iii) above.

~~7~~8.

The City shall be responsible for payment of any and all closing costs and expenses associated with the property exchange that is contemplated by this Agreement, including (but not limited to) any transfer taxes that may be payable on account thereof. Each Party shall pay its own attorneys' fees.

~~8~~9.

As a material inducement to the other Party to enter into this Agreement, the Andersons and the City hereby represent, warrant and covenant to the other that the following matters are true and correct as of the Effective Date and will be true and correct as of the Closing Date:

a. The Parties signing this Agreement are duly authorized to enter into this Agreement and have full power and authority to consummate the transaction described herein.

b. Execution and performance of this Agreement, and the consummation of the transaction contemplated hereby, to the best of the undersigned's knowledge, will not result in any breach or violation of any of the terms or the provisions of or constitute a default under, any indenture, deeds of trust, mortgage, note, or other agreement or instrument by which the undersigned is or will be bound.

c. Neither the entering into of this Agreement nor the consummation of the transaction herein described, to the best of the Parties' knowledge, will constitute or result in a violation or breach by the undersigned of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. To the undersigned's actual knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the subject real properties, or any portion thereof, or which questions the validity or enforceability of the transaction herein described or any action taken in connection with said transaction in any court or before or by any federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

D. The undersigned have not received actual notice of any litigation or proceeding pending or, to the knowledge of undersigned, threatened against or relating to the undersigned or the subject properties, nor do the undersigned know or have reasonable grounds to know of any basis for any such action.

e. There are no non-cancelled leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal) which grant any possessory interest in and to the Anderson Right of Way, the Anderson Temporary Easements or the Driveway Relocation Property or Swap Parcel or any improvements located thereon or that otherwise give rights with regard to use of these properties or any improvements located thereon.

~~9~~10.

As a material inducement to the other Party entering into this Agreement and as a condition to their obligations hereunder, each Party agrees that between the Effective Date and Closing, said Party shall:

a. Perform all obligations as owner of the properties, including compliance with all laws and ordinances affecting ownership of same;

b. Not enter into or amend, any leases or service agreements, or amend any agreements already in existence as of the Effective Date, without first obtaining the other Party's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.

c. Without first obtaining the other Party's consent thereto, the Parties shall not transfer or encumber any interest in the properties that are the subject matter of this Agreement.

~~10~~11.

Except as is otherwise provided herein, the Anderson Right of Way, the Anderson Temporary Easements and the Driveway Relocation Property and the Swap Parcel shall be conveyed to the other Party "where is, as is" provided, however, the condition of same shall be in substantially the condition that it is in as of the Effective Date of this Agreement.

~~11~~12.

The Parties each represent to and assure the other Party that there are no real estate brokers or agents involved in this transaction and that no person or entity is entitled to be paid a commission, finder's fee or other remuneration which respect to the transactions which are contemplated by this Agreement. If a person or entity hereafter claims to be owned compensation in contravention of the foregoing, the Party with whom or on behalf of whom said person or entity claims to have worked agrees to indemnify and hold the other Party harmless and agrees to defend the other Party from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlement, judgments, damages, expenses and fees (including reasonable attorneys' fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity. This indemnity shall survive the termination or Closing of this Agreement.

~~12~~13.

This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties.

~~13~~14.

The failure of any Party to exercise any right hereunder, or to insist upon strict compliance by the other Party, shall not constitute a waiver of either Party's right to demand strict compliance with the terms and conditions of this Agreement.

~~14~~15.

All notices shall be in writing and shall be deemed to have been properly given on the date when the notice is: (i) delivered in person, (ii) delivered by Federal Express, Express Mail or other overnight delivery service, or (iii) transmitted by electronic mail to the email address for each party set forth below.

The Andersons:	Mr. and Mrs. H. Richard Anderson 3239 Cherokee Street Kennesaw, GA 30156
With a copy to:	SAMS, LARKIN & HUFF, LLP 376 Powder Springs Street, Suite 100 Marietta, Georgia 30060 Attn: Garvis L. Sams, Jr. Esq. E-Mail: gsams@slhb-law.com
The City:	Jeff Drobney, City Manager 2529 J. O. Stephenson Avenue Kennesaw, Georgia 30144 E-Mail: JDrobney@kennesaw-ga.gov
With a copy to:	Randall Bentley, City Attorney Bentley, Bentley & Bentley 240 Washington Avenue Marietta, Georgia 30060 E-Mail: Randall@thebentleyfirm.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address, changed facsimile number, or changed electronic mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address, or electronic mail address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address, changed facsimile number, or electronic mail address.

~~15~~16.

Liability for the obligations and commitments of Parties made in this Agreement shall survive the execution and delivery of this Agreement, the termination of this Agreement prior to

Closing if applicable, the breach of this Agreement by one or more of the parties, the Closing and the delivery of the Closing documents, and/or the lapse of this Agreement without a Closing, except as otherwise specifically agreed to herein. Except as otherwise provided herein, all other representations, warranties, covenants, agreements, obligations and commitments of the Parties under this Agreement shall survive the Closing and the delivery of the Closing Documents, and none of such representations, warranties, covenants, agreements, obligations or commitments shall merge with the transfer of title to the Property.

~~16~~17.

Self-Help. If the City fails to timely abide by any of its obligations herein with respect to improvements to be made to the Anderson Property, as expanded by the Driveway Relocation Property and the Swap Parcel, and fails to cure said default within ten (10) days after receipt of a written noticed of default from the Andersons, then the Andersons may (but shall not be required to) make such improvements on its own behalf in which case the City agrees to reimburse the Andersons the reasonable and customary cost thereof upon proof that the Andersons have incurred and paid such cost.

~~17~~18.

a. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive and not the conflicts laws of the State of Georgia.

b. Counterparts. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original.

c. Drafting. This Agreement has been negotiated between the parties and, for construction purposes, shall not be deemed the drafting of any one party.

d. Entire Agreements; Amendments. This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver, or discharge is sought. This Agreement supersedes all prior agreements and memoranda between the Parties which relate to the Cherokee Street Project and/or the Anderson Property. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part hereof and this Agreement shall be amended to substitute a valid provision which reflects the intent of the parties as was set forth in the invalid provision.

e. Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or holiday, then such time for performance shall be automatically extended to the next following business day.

f. Attorneys' Fees. Should any suit be brought to enforce the terms of this Agreement or any obligation herein, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses therein incurred.

g. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

h. Electronic Signature/Multiple Counterparts. For purposes of negotiating, executing and amending this Agreement, any signed document transmitted by facsimile machine or scanned email shall be treated in all manner and respects as an original document. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile or scanned email as a defense to the enforcement of this Agreement. In addition, this agreement may be executed in multiple counterparts, each of which together shall constitute one and the same agreement and which shall together be fully binding on the parties hereto.

~~(continued on following page)~~

IN WITNESS WHEREOF, the parties have set their hands or caused duly authorized and incumbent officers to set their hands the date set forth by such party's name.

Signed, sealed and delivered
in the presence of:

______________________________	____________________________(SEAL)
Unofficial Witness	PATRICIA M. ANDERSON

____
Notary Public
My commission expires:

[NOTARY SEAL]

Signed, sealed, and delivered in the
presence of:

______________________________	____________________________(SEAL)
Unofficial Witness	HAROLD RICHARD ANDERSON, SR.

____
Notary Public
My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the
presence of:

____
Unofficial Witness

THE CITY OF KENNESAW, GEORGIA
A political subdivision
of the State of Georgia

____
Notary Public

My commission expires:

By:____________________________
Name: ____________________________
Title:____________________________

[NOTARY SEAL]

Attest:____________________________
City Clerk

[CITY SEAL]

Exhibit List:

Exhibit "A"	Description of Anderson Right of Way to be conveyed
Exhibit "B"	Description of Anderson Temporary Construction Easement to be given
Exhibit "C"	Description of Anderson Temporary Driveway Easement to be given
Exhibit "D"	Description of City Swap Property to be conveyed to the Andersons
Exhibit "E"	Plat/plan drawing showing new driveway location
Exhibit "F"	Description of the Driveway Relocation Property to be conveyed to the Andersons

EXHIBIT F to Exchange Agreement
Legal Description for:
City of Kennesaw
1920 Twelve Oaks
PID: 20012901610

COMMENCING at a point on the Northern Right-of-way line of Twelve Oaks Circle (Apparent Variable R/W), said point being located at Station 501 + 29.45 and offset 20.50 feet left of the centerline of Twelve Oaks and being known as the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING departing said Right-of-way North 36 degrees 22 minutes 18 seconds East for a distance of 167.74 feet, to a point;

THENCE, South 72 degrees 34 minutes 02 seconds East for a distance of 32.58 feet to a point;

THENCE, South 02 degrees 40 minutes 45 seconds West for a distance of 30.31 feet to a point;

THENCE, South 02 degrees 41 minutes 37 seconds West for a distance of 1.10 feet to a point;

THENCE, South 83 degrees 39 minutes 09 seconds West for a distance of 22.12 feet to a point;

THENCE, South 36 degrees 22 minutes 18 seconds West for a distance of 123.93 feet to a point located on the Northern Right-of-way line of Twelve Oaks Circle (Apparent Variable R/W);

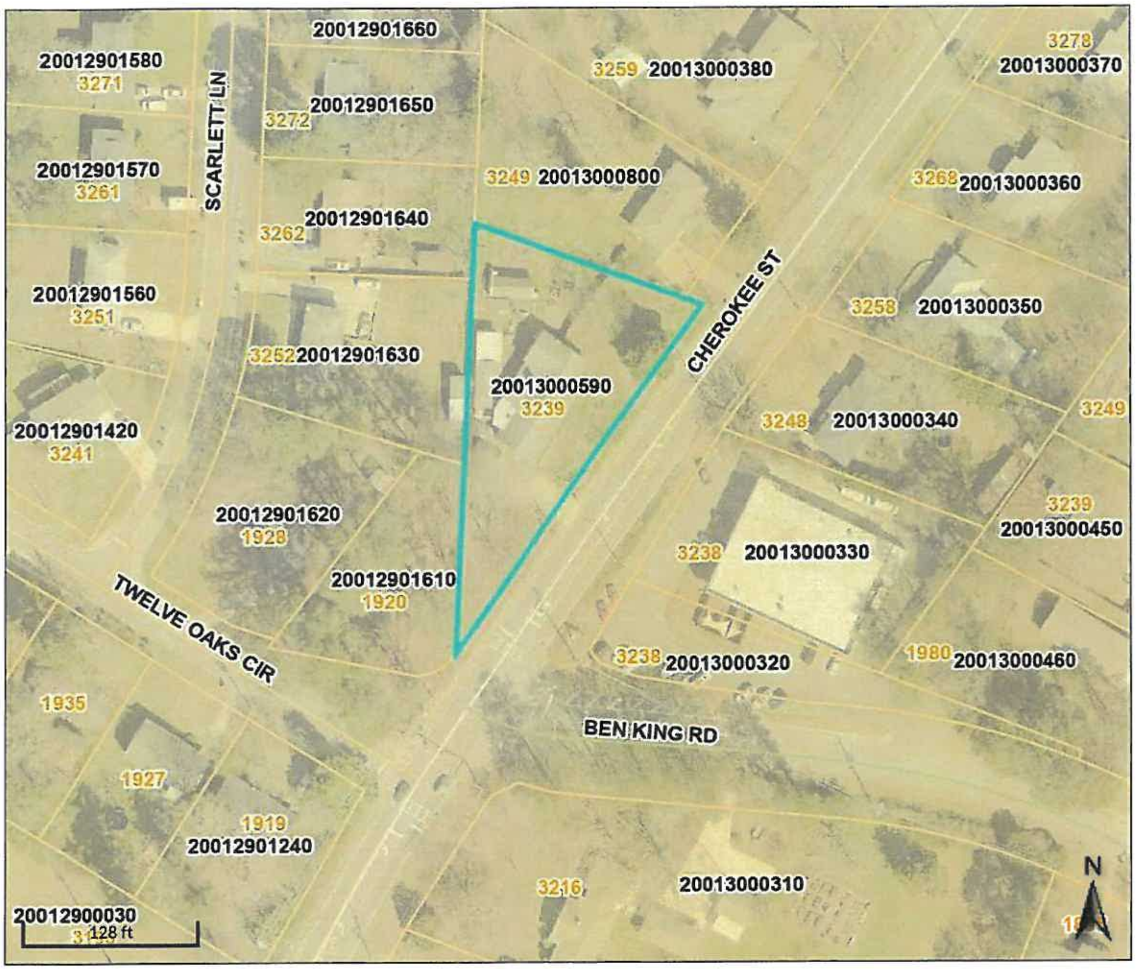
THENCE, North 76 degrees 12 minutes 51 seconds West for a distance of 28.36 feet to a point;

THENCE, along a curve whose arc length is 6.27 feet and whose radius is 279.50 feet to the right, said curve being subtended by a chord bearing of North 75 degrees 34 minutes 19 seconds West and a chord length of 6.27 feet, back to THE POINT OF BEGINNING.

The herein described parcel contains 5651 Square Feet or 0.130 acres of land. The above-described property is subject to any and all Easements, Encumbrances and or Restrictions of record.

EXHIBIT D

qPublic.net™ Cobb County, GA



Overview

Legend

Cities

- Acworth
- Austell
- Kennesaw
- Marietta
- Powder Springs
- Smyrna
- Unincorporated
- Mableton
- Adminstrative Facilities
- Libraries
- Police Stations
- Fire Stations
- County Parks
- Federal Parks
- House Number Labels
- Parcels

Roads

- ARTERIAL
- INTERSTATE
- LOCAL
- MAJOR
- MINOR
- PRIVATE
- RAMP

Parcel ID	20013000590	Physical Address	3239 CHEROKEE ST
Class Code	R3 - Residential Lots	Owner	ANDERSON HAROLD RICHARD SR & PATRICIA M
Taxing District	(3) KENNESAW		P O BOX 611
Acres	0.567		KENNESAW GA 30156

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 2/21/2024
Last Data Uploaded: 2/21/2024 8:01:38 AM

Developed by Schneider GEOSPATIAL

Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: February 26, 2024

TITLE: **Resolution: Sports Association Facility Use Agreement**
Approval of a Resolution to authorize the Mayor to execute a Sports Association Facility Use Agreement between the Kennesaw Baseball and Softball Association (KBSA) and the City of Kennesaw.

Summary:
Volunteer sports associations provide the City and community with a variety of youth sports including baseball and softball. The City desires to renew the agreement with the Kennesaw Baseball and Softball Association for the purpose of providing these services. This will extend the existing Sports Association Facility Use Agreement to 2025.

Recommendation:
Parks and Recreation Director recommends authorization for the Mayor to execute the Sports Association Facility Use Agreement renewing the agreement for an additional one (1) year term.

Fiscal Impact:

Attachments:
1. RESOLUTION - Sports Association Agreement
2. Sports Association Facility Use Agreement v2

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2024-__, 2024

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SPORTS ASSOCIATION FACILTY USE AGREEMENTS

WHEREAS, the City recognizes that youth sports benefits the children, youth and adults of the City and surrounding community; and

WHEREAS, volunteer sports associations provide the city and community with a variety of youth sports including baseball and softball; and

WHEREAS, the City desires to renew the agreement with the Kennesaw Baseball and Softball Association for the purpose of providing these services.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor to execute the Sports Association Facility Use Agreements renewing the agreements for an additional one (1) year term.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of March, 2024.

ATTEST:	CITY OF KENNESAW
______________________________	______________________________
Lea Alvarez, City Clerk	Derek Easterling, Mayor

CITY OF KENNESAW

SPORTS ASSOCIATION FACILITY USE AGREEMENT

This agreement made this _______ day of March, 2024. (The "Effective Date") by the City of Kennesaw, Georgia (hereinafter referred to as "the City") and Kennesaw Baseball & Softball Association, a non-profit organization ("hereinafter referred to as "the Association").

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and the Association agree as follows:

1. The Association agrees to provide an independent youth sports program in accordance with all ordinances, policies and procedures for youth sports associations.

2. This term of this agreement shall be for (1) year beginning on the effective date hereof and terminating on the corresponding date in the year 2025 (the "Term"). Thereafter, prior to the expiration of this agreement, the Kennesaw Parks and Recreation Department Director shall recommend to the Mayor and Council whether or not to renew this agreement for another one-year term.

3. The Association shall be a Georgia incorporated tax-exempt non-profit entity.

4. The Association shall collect non-resident fees at the time of registration and submit payment with backup registration information to your assigned liaison within two (2) weeks after the first scheduled game/event. The Association shall also pay a facility and service fee for every participant registered in the program, for each season, within two (2) weeks of the first scheduled game/event.

5. The Association agrees that the facilities will be used in a safe manner and in compliance with all applicable federal and state laws, City ordinances, rules and regulations, and as may be amended from time to time.

6. The Association agrees to provide a list of officers and phone numbers in addition to all proposed dates for facility use, fees and length of season. All Association board meeting dates and times shall be submitted in writing to your assigned liaison at least seven (7) days prior to meeting date. Registration information shall include parent's/parents' names, participants name, date of birth, addresses and email addresses or electronic data of all player registration forms. Unless otherwise authorized, this information is for City use only and shall not be sold or provided for non-association use.

7. All proposed practices, games and tournament schedules must be submitted, via email to your assigned liaison and approved. The Association agrees to provide your assigned liaison with all schedules at least one (1) week prior to all practices, games and tournaments. The city will be responsible for all field preparation for practices and league games. Your assigned liaison shall be notified of any make-up game by 10 a.m. on game day. If notification is received after 10 a.m., the Association will be responsible for

preparation of the fields. The city will be responsible for cost of preparation if not completed given the information before 10 a.m.

8. Use of lighted facilities, by post-season, travel, or All-Star teams, after the end of the regular season must be approved by your assigned liaison. Your assigned liaison may specify lighted fields to be used by travel teams in the off-season at his/her discretion.

9. All registration fees must be reviewed by the Kennesaw Parks and Recreation Director. The Association shall provide, on an annual basis, a Financial Review or a Compilation of Financial Records by a CPA to your assigned liaison within thirty (30) days after the submission of tax documents.

10. At the beginning of each season, the Association shall submit its budget to the Parks and Recreation Department. At the end of the calendar year, a balance sheet with a corresponding bank statement shall be submitted to your assigned liaison and will be reviewed and approved by the Kennesaw Parks and Recreation Director.

11. Allocation of field space and facilities will be determined and approved by the Parks and Recreation Department. Field time not scheduled shall revert back to the City to schedule for other Associations, Groups or City programs. Also, field time not scheduled by the Association may be scheduled for use by another city association as determined by your assigned liaison. All items purchased by the Association, including but not limited to: all indoor batting cage facilities, L Screens, wind screen, concession items, rakes, chalk and any other item purchased by the Association may not be used by any other entity without written consent from the Association.

12. The City reserves the right to hold periodic special events that may preclude Association usage of city facilities. The City, if possible, may give thirty (30) days notice to the Association prior to the Event.

13. The Association shall carry at all times during the term of this agreement a minimum one million dollars ($1,000,000) of General liability insurance coverage, with the City named as additional insured. A summary copy of policy shall be provided to your assigned liaison.

14. The Association shall not cause or permit damage to the facilities. The Association shall make no alteration, addition, or improvement to the facilities without the prior written consent of the City. Such alterations, additions, or improvements shall become and remain City property.

15. The Association will be responsible for all vertical netting for fields and the entirety of the hitting cages. The Association will also be responsible for additional features of playing fields such as but not limited to back stop pads, windscreens, fence toppers, etc. The city will be responsible for field lighting, scoreboards (not including upgrades), functioning restroom facilities, horizontal overhead netting between fields, bases, base

plugs, pitching rubbers, infield mix, drainage, mowing, safety and general conditions of the playing surface, and field maintenance, etc.

16. The Association will be responsible for purchasing and maintaining all concession equipment such as but not limited to refrigerators, coolers, etc. The city will be responsible for all facility related cost or repairs, to include HVAC, lighting, grease traps, stove and vent hoods, etc. Any upgrades to the city provided equipment will be at a cost to the Association.

17. Failure of the City or Association to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any subsequent breach of terms or conditions.

18. The City or its staff may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.

19. The Association shall have a board member present at the park in order to promptly handle Association problems that may arise, including, but not limited to, unbecoming conduct from spectators, parents or coaches. In addition, City staff shall enforce park rules and ordinances and will assist the Association when necessary.

20. The Association is responsible for general policing of its area around athletic fields and concession stands. This task shall be completed after every game. The Association may use concession areas associated with the facility but shall be required to properly clean and supervise all facilities.

21. The City reserves the right to cancel any scheduled activity on City facilities when it determines that such use, in bad weather, would damage the fields or if the city feels that the health and safety of the participants may be affected.

22. It is agreed and understood that the Association hereby indemnifies and agrees to hold the City and its officers agents and employees from any and all acts of negligence, malfeasance, nonfeasance and from any and all other claims of damages, loss of income, and liability of any type whatsoever to participants or property arising out of the performance of this agreement and that the Association shall indemnify the City from any claims, demands, losses, adverse judgments, and attorney fees for any liability whatsoever incurred by the City as a result of the Association's performance of this agreement.

23. This agreement may be amended or modified only by a written agreement between the City and the Association. Such amendment shall become effective following the approval of the Mayor and City Council.

24. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent contractor.

25. Nothing within this agreement shall be deemed to be a waiver of the City's governmental immunity.

26. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.

27. The City liaison for the City of Kennesaw, shall be the Parks and Recreation Director, as its contact person, coordinator and liaison with the Association in the execution of the terms of this agreement. The Association's liaison shall be the President of the Association.

28. The Association shall have the right to assign the interest it holds in this agreement only with the prior written approval of the City.

29. The facilities shall not be used for any purpose other than those designated within this agreement without the written consent of the City.

30. The Association shall not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.

31. All officers who handle money or sign checks must be bonded. Proof of bonded officers must be submitted to your assigned liaison, on an annual basis, after the renewal of this agreement. Also, a written policy and procedures for the depositing of funds must be forwarded to the City for approval.

32. Background checks must be completed on an annual basis on all coaches, team parents or any volunteer, prior to volunteers working with minors, and needs to be submitted to the Kennesaw Parks and Recreation Department. Eligible volunteer cards will be issued through the City of Kennesaw on annual basis. All appeals shall be made to the Kennesaw Parks and Recreation Department Appeals Committee.

33. A current copy of the Association's by-laws must be submitted to the Parks and Recreation Department each year.

34. Proof of issuance of 1099 forms should be submitted to the Parks and Recreation Department by March 1 of each year.

35. The Association must have a sufficient number of adults present to supervise all scheduled activities from the time the children arrive until every child has left the facility. At least one Association board member, that is not occupied with other duties such as coaching or operating the concession stand, shall be present at all times while games are being played. When possible, City staff shall be notified which board member is on duty that day.

36. To improve and insure accurate and effective communication between the city and the Association all concerns, requests, schedules or pertinent information shall be communicated by email to the president of the Association and City staff including Director of Parks and Recreation.

37. The Association must make registration available to city residents at least one week prior to non-residents.

38. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the respective addresses:

39. The City will be required to add Kennesaw Baseball & Softball Association to all marketing for city sports e.g. the city sports book. The City must send a minimum of 8 registration information emails annually to the contacts in the City system.

40. The City will provide a meeting room on the first Monday of each month at an indoor facility from 6:30pm – 8:30pm for board meetings

ASSOCIATION NAME: Kennesaw Baseball / Softball Association
ADDRESS: 1617 Fernstone Drive
CITY/STATE/ZIP: Acworth, GA 30101

CITY: Designated Liaison Bill Mclain
Ben Robertson Community Center
2753 Watts Drive
Kennesaw, GA 30144

Association President: ______________
Signature

By: ______________
Derek Easterling
Mayor, City of Kennesaw

Name Lari Allman

(Typed or Printed) Lari Allman

Title President

By: ______________
Lea Alvarez
City Clerk

Board Member: ______________
Signature

Name Cat Scragg
(Typed or Printed)

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 26, 2024

TITLE: **Reports, Discussions, and Updates**

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None

Item Report

TO: The Honorable Mayor and City Council

FROM: James Friedrich, Assistant to the City Manager

DATE: February 26, 2024

TITLE: **Resolution: Revenue Administration Policy**
Approval of a Resolution to adopt the City of Kennesaw's Revenue Administration Policy.

Summary:
The City of Kennesaw levies, collects and records certain taxes, licenses and permit fees, intergovernmental revenues, charges for service, investment income, fines and forfeitures and other miscellaneous revenues and financing sources. This policy provides direction for the application, acceptance and administration of revenues the City receives.

Recommendation:
The City Manager recommends approval.

Fiscal Impact:

Attachments:
1. RESOLUTION - Revenue Admin Policy
2. Revenue Administration Policy

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2024__, 2024

RESOLUTION TO ADOPT THE CITY OF KENNESAW'S REVENUE ADMINISTRATION POLICY

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

WHEREAS, the City of Kennesaw levies, collects, and records certain taxes, licenses and permit fees, intergovernmental revenues, charges for service, investment income, fines and forfeitures and other miscellaneous revenues and financing sources; and

WHEREAS, this policy provides direction for the application, acceptance, and administration of revenues the City receives.

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council and Mayor adopt the City's revenue administration policy.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of March, 2024.

ATTEST:	CITY OF KENNESAW
___________________________	___________________________
Lea Alvarez, City Clerk	Derek Easterling, Mayor

City of Kennesaw
Financial Management Policies

REVENUE ADMINISTRATION

REVENUE ADMINISTRATION

The City levies, collects and records certain taxes, license and permit fees, intergovernmental revenues, charges for service, investment income, fines and forfeitures and other miscellaneous revenues and financing sources. This policy provides direction in the application, acceptance and administration of revenues the City receives.

A. DIVERSIFICATION AND STABILITY

All revenues have particular characteristics in terms of stability, growth, sensitivity to inflation or business cycle effects and impact on the tax and ratepayers. A diversity of revenue sources can improve a City's ability to handle fluctuations in revenues and potentially help to better distribute the cost of providing services.

The City shall strive to maintain a diversified and stable revenue structure to shelter it from short-term fluctuations in any primary revenue source. As part of the annual budget process, an objective analytical process will estimate revenues realistically and prudently. The City will estimate revenues of a volatile nature conservatively.

B. USER BASED FEES AND CHARGES

The level of user fee cost recovery should consider the community-wide versus special service nature of the program or activity. The use of general-purpose revenues is appropriate for community-wide services while user fees are appropriate for services that are of special benefit to easily identified individuals or groups.

The City's revenue system will strive to maintain equity in its structure. That is, the City will seek to minimize or eliminate all forms for subsidization between entities, funds, services, utilities, and customers. However, it is recognized that public policy decisions may lead to subsidies in certain circumstances.

Fees will be reviewed and updated on an ongoing basis to ensure that they keep pace with changes in the cost-of-living as well as changes in methods or levels of service delivery. For services associated with a user fee or charge, a fee shall offset the costs of that service, where possible. Costs of services should include direct and indirect costs such as operating and maintenance costs, administrative costs, and charges for the use of capital.

C. ALTERNATIVE REVENUE SOURCES

The City shall seek alternative funding sources whenever possible to reduce the required revenue from non-exchange transactions (e.g., property taxes). Such alternative sources include private and public grants, federal or state assistance and public and private contributions.

D. REVENUE COLLECTION

The City will follow an aggressive policy of collecting revenues consistent with state and federal laws. This policy includes charging of penalties and interest, revoking City licenses and providing for the transferring and assignment of tax executions.

E. RATES AND CHARGES

The City Council shall approve all revenue rates, charges, and processes in association with receipted funds that are deposited by the City in conjunction with the annual budget.

Item Report

TO:	The Honorable Mayor and City Council
FROM:	James Friedrich, Assistant to the City Manager
DATE:	February 26, 2024
TITLE:	**Resolution: Debt Management Policy** Approval of a Resolution to adopt the City of Kennesaw's Debt Management Policy.

Summary:
The goal of the City of Kennesaw's debt management policy is to maintain a sound fiscal position, thereby only utilizing long-term debt to provide resources to finance needed capital improvements, while accumulating adequate resources to repay the debt. Issuing debt commits the City's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to this debt policy helps ensure the City issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

Recommendation:
The City Manager recommends approval.

Fiscal Impact:

Attachments:
1. RESOLUTION - Debt Management Policy
2. Debt Management Policy

CITY OF KENNESAW
GEORGIA

RESOLUTION NO. 2024__, 2024

RESOLUTION TO ADOPT THE CITY OF KENNESAW'S DEBT MANAGEMENT POLICY

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

WHEREAS, the goal of the City of Kennesaw's debt management policy is to maintain a sound fiscal position while accumulating adequate resources to repay debt; and

WHEREAS, issuing debt commits the City's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures; and

WHEREAS, adherence to this debt policy helps ensure the City issues and manages its debt prudently and protects its credit rating.

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council and Mayor adopt the City's debt management policy.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of March, 2024.

ATTEST:

____
Lea Alvarez, City Clerk

CITY OF KENNESAW

____
Derek Easterling, Mayor

City of Kennesaw
Financial Management Policies

DEBT MANAGEMENT

DEBT ISSUANCE AND MANAGEMENT

The goal of the City's debt policy is to maintain a sound fiscal position; thereby only utilizing long-term debt to provide resources to finance needed capital improvements, while accumulating adequate resources to repay the debt. In addition, it is the City's goal to maintain and improve its credit rating through strong financial administration. The City acknowledges that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that excess outstanding debt may have detrimental effects on the ability of the City to meet its continuing operational needs.

Issuing debt commits the City's revenues several years into the future, and may limit its flexibility to respond to changing service priorities, revenue inflows, or cost structures. Adherence to this debt policy helps ensure that the City issues and manages its debt prudently in order to maintain a sound financial position and protect its credit rating.

Credit ratings are the rating agencies' assessment of the City's ability and willingness to repay debt on a timely basis. Credit ratings are an important indicator in the credit markets and can influence interest rates a borrower must pay. Each of the rating agencies believes that debt management is a positive factor in evaluating issuers and assigning credit ratings. Therefore, implementing debt management practices will be viewed positively by the rating agencies and could influence the City's credit rating and ultimately lower borrowing costs.

A. CONDITIONS FOR ISSUING LONG-TERM DEBT

Debt financing for capital improvements and equipment will be generally used when at least one of the following conditions exist:

1. When one-time, non-continuous projects (those not requiring annual appropriations) are desired;
2. When the City determines that future users will receive a benefit from the capital improvement that the debt financed;
3. When the project is necessary to provide basic services to the City residents;
4. When total debt, including debt issued by overlapping governments (e.g., the county), does not constitute an unreasonable burden to the taxpayers; and
5. Exhaustion of the use of all other possible revenue sources provides no alternative funding for capital projects.

The City will limit its short-term borrowing to cover cash flow shortages through the issuance of tax anticipation notes.

B. SOUND FINANCING OF DEBT

When the City utilizes debt financing, the following will occur to ensure that the debt is soundly financed:

1. Analysis of the financial impact, both short-term and long-term, of issuing the debt;
2. Conservatively projecting the revenue sources that the City will use to repay the debt;
3. Insuring that the term of any long-term debt the City incurs shall not exceed the expected useful life of the asset the debt financed;
4. Maintaining a debt service coverage ratio (i.e., for revenue secured debt) that ensures that the revenues pledged for the repayment of the outstanding debt will be adequate to make the required debt service payments.

C. DEBT RETIREMENT

Generally, borrowings by the City should be of a duration that does not exceed the economic life of the capital improvement that it finances and where feasible, should be shorter than the projected economic life. To the extent possible, the City should design the repayment of debt so as to recapture rapidly its credit capacity for future use.

D. DISCLOSURE

The City shall follow a policy of full disclosure in financial reporting and with the preparation of a bond prospectus.

E. LEGAL COMPLIANCE

When issuing debt, the City shall comply with all legal and regulatory commission requirements, including the continuing disclosure requirements. This compliance includes adherence to local, state and federal legislation and bond covenants.

More specifically, the Finance Director is responsible for maintaining a system of record keeping and reporting to meet the arbitrage rebate compliance requirements of the federal tax code. This effort includes tracking investment earnings on bond proceeds, calculating rebate payments in compliance with tax law, and remitting any rebatable earnings to the federal government in a timely manner in order to preserve the tax-exempt status of the City's outstanding debt issues. Additionally, general financial reporting and certification requirements embodied in bond covenants are monitored to ensure that all covenants are complied with.

The City will comply with Amended SEC Rule 15c2-12 (the "Rule") by providing secondary market disclosure for all long-term debt obligations, which are subject to the Rule. As required, the City will submit annual financial information to all nationally recognized municipal securities repositories.

F. CREDIT RATINGS

The City Finance Director is responsible for maintaining relationships with the rating agencies that assign ratings to the City's various debt obligations. This effort includes providing periodic updates on the City's general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

G. OTHER POLICIES

All bond issue requests shall be coordinated by the Finance Director. Requests for new bonds must be identified during the Capital Improvement Program (CIP) process. Opportunities for refunding outstanding bonds shall be communicated by the City Finance Department.

Annual budget appropriations shall include debt service payments (interest and principal) and reserve requirements for all debt currently outstanding.

Long-term borrowing shall be incorporated into the City's capital improvement plan (see above).

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 26, 2024

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

Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 26, 2024

TITLE: **Discussion: First Light Technologies**
Requested by Mayor Pro Tem Antonio Jones regarding the use of solar lighting.

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None