

Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk, MMC
Debra Taylor



Council
Mayor Pro-Tem, Chris Henderson
James Eaton
Tracey Viars
Pat Ferris
David Blinkhorn

**City Council
Meeting Agenda
October 7, 2019 6:30 PM
Council Chambers**

- I. INVOCATION**
- II. PLEDGE OF ALLEGIANCE**
- III. CALL TO ORDER**
- IV. ANNOUNCEMENTS**
- V. PRESENTATIONS**
- VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR**
- VII. OLD BUSINESS**
- VIII. NEW BUSINESS**
- IX. COMMITTEE AND BOARD REPORTS**
- X. PUBLIC HEARING(S)**

Swearing-in of any witnesses or individuals offering comments on any of the following items.

- A. Consideration of an ORDINANCE to amend the Cemetery Preservation Commission's membership requirements.

The Cemetery Preservation Commission is amending its membership requirements and updating Chapter 30 "Cemeteries," Article III "Cemetery Preservation Commission," Sections 30-52 "Membership and terms of office" and 30-53 "Prerequisites for members" of the Kennesaw Code Of Ordinances to reflect the amendments. The public hearing was duly advertised in the Marietta Daily Journal on September 20 and September 27, 2019. The Cemetery Preservation Commission recommends approval.

XI. CONSENT AGENDA

- A. Approval of the September 16, 2019 Mayor and City Council meeting minutes.
- B. Approval of Bid and RESOLUTION to award contract to Bartow Paving

Company, Inc., for resurfacing of various streets approved for the 2019 Local Maintenance & Improvement Grant Program (LMIG).

Staff solicited bids from qualified contractors for resurfacing of seven (7) streets of various lengths. Four companies submitted bids: Bartow Paving - \$558,519.18; Baldwin Paving - \$586,222.37; C. W. Matthews - \$564,200.00; Butch Thompson Enterprises - \$576,719.75. Funding for this project is provided by the Georgia Department of Transportation (GDOT), \$324,072.10, and City funds with a minimum of 30% match. The roads that were bid for resurfacing are:

Lockhart Drive – From Big Shanty Drive to McCollum Parkway
Ellison Lake Drive – From Cobb Parkway to End
Due West Circle – From Kennesaw Due West Rd to End
Cobb International Place – From Cobb International Drive to End
General Schwarzkopf Court – From Highland Ridge to End
Rhett Drive – From Twelve Oaks Circle to Scarlet Lane
Dobbs Drive – From Melody Lane to Cobb Parkway

There is currently a total budget of \$421,293.73 for the project, therefore there is a need to remove one or more of the streets from the list. It is Public Works recommendation to remove Due West Circle, General Schwarzkopf Court and Rhett Drive from the list to remain within budget. The Public Works Director recommends approval of bid and award of contract to Bartow Paving for an amount not to exceed \$421,293.73 and Council approve a Resolution authorizing the Mayor to sign attached contract pending legal review and approval.

100.1050.54.141000.00000 Street Const. & Improve

- C. The Police Department is requesting authorization to scrap or sell seven Police vehicles.

Authorization for 2009 Ford Crown Vic 2FAHP71V59X100410 (142508 miles); 2009 Ford Crown Vic 2FAHP71V79X100411 (128815 miles); 2001 Chevrolet Silverado 1GCEC14W11Z132182 (125524 miles); 2008 Ford Crown Vic 2FAFP71V18X128484 (104061 miles); 2008 Harley Police Cycle 1HD1FHM118Y529251; 2012 Harley Policy Cycle 1HD1FHM15CB609516; 2012 Harley Police Cycle 1HD1FHM15CB609564. Police Chief recommends approval. Police Chief recommends approval.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

- A. Receipt of the August 2019 crime statistics.

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, CO-IT Director
JOSHUA GUERRERO, CO-IT Director

XV. PUBLIC WORKS

RICKY STEWART, Public Works Director
ROBBIE BALENGER, Facilities Manager

XVI. RECREATION AND CULTURE

RICHARD BANZ, Museum Director
STEVE ROBERTS, Parks and Recreation Director
ANN PARSONS, Smith-Gilbert Gardens Director

XVII. COMMUNITY DEVELOPMENT

ROBERT FOX, Economic Development Director
DARRYL SIMMONS, Zoning Administrator
SCOTT BANKS, Building Official

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

XIX. CITY MANAGER'S REPORT (Jeff Drobney)

A. City Manager reports, discussions and updates.

XX. MAYOR'S REPORT

A. Mayoral and City Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor and/or City Council to any Board, Committee, Authority or Commission requiring an appointment to fill any vacancy, resignation, and to create or dissolve committees, as deemed necessary.

XXI. COUNCIL COMMENTS

XXII. EXECUTIVE SESSION - Land, Legal, Personnel

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

XXIII. ADJOURN



**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	Consideration of an ORDINANCE to amend the Cemetery Preservation Commission's membership requirements.
Agenda Comments:	The Cemetery Preservation Commission is amending its membership requirements and updating Chapter 30 "Cemeteries," Article III "Cemetery Preservation Commission," Sections 30-52 "Membership and terms of office" and 30-53 "Prerequisites for members" of the Kennesaw Code Of Ordinances to reflect the amendments. The public hearing was duly advertised in the Marietta Daily Journal on September 20 and September 27, 2019. The Cemetery Preservation Commission recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	9/6/2019	Ordinance
09-20-19 Legal Ad	9/20/2019	Legal Ad
09-27-19 Legal Ad	9/30/2019	Legal Ad

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2019-__, 2019

**ORDINANCE TO AMEND CHAPTER 30 "CEMETERIES," ARTICLE III "CEMETERY
PRESERVATION COMMISSION," SECTIONS 30-52 "MEMBERSHIP AND TERMS
OF OFFICE" AND 30-53 "PREREQUISITES FOR MEMBERS"
OF THE KENNESAW CODE OF ORDINANCES**

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

WHEREAS, the Kennesaw Cemetery Preservation Commission was established February 5, 2001 by Ordinance No. 2001-03, updated August 19, 2002 by Ordinance No. 2002-33, August 20, 2007 by Ordinance No. 2007-28, and most recently updated on June 2, 2014 by Ordinance No. 2014-06; and

WHEREAS, the Cemetery Preservation Commission seeks to change their Board membership from nine to seven members; and

WHEREAS, the Cemetery Preservation Commission seeks to change the composition of its Board membership to include members inside and outside of the community who do not have family members buried in the city cemetery and/or own plots in the city cemetery; and

WHEREAS, the following amendments to the Code are as follows:

Sec. 30-52 "Membership and terms of office"

The cemetery preservation commission shall consist of ~~nine~~ seven members appointed by the mayor with the approval of the city council. Members of the cemetery preservation commission shall serve staggered four-year terms. Members of the cemetery preservation commission shall serve at the pleasure of the mayor and city council and may be removed at their discretion.

Sec. 30-53 "Prerequisites for members"

The ~~nine~~ seven members appointed to the cemetery preservation commission shall have demonstrated a special interest in the operation of the city cemetery, ~~and no less than six members shall be~~ Three members shall be persons who have family members buried in the city cemetery and/or who own plots in the city cemetery, two members shall be persons who live within city limits, and two members shall ~~can be~~ persons who live outside of city limits.

WHEREAS, a public hearing was duly advertised in the Marietta Daily Journal on September 20 and 27, 2019.

NOW, THEREFORE, BE IT FURTHER RESOLVED the Kennesaw City Council approves the amendment to the membership of the Cemetery Preservation Commission from nine members to seven members, along with the amended provisions regarding membership composition, in the Code of Ordinances.

PASSED AND ADOPTED by the Kennesaw City Council on this 7th day of October, 2019.

ATTEST:

APPROVED:

Debra Taylor, City Clerk

Derek Easterling, Mayor

8000 Legals

BPU5412 3/21 New Macland Rd
1997 Nissan Pickup
1N6SD1653/C422276
RR16343 Garrison Commons & Dallas Hwy
2014 Ram Promaster
3C6TRVBC5EE109781
No Tag 2271 Benson Poole Rd
2006 Chevrolet Impala
2G1WB58K069111419
RQW9887 Dallas Hwy & Holland Rd
1997 Honda Accord
1HGCD5650/VA073955
NC TAX1771 Powder Springs Rd & Anderson Farm Rd
2005 Nissan Altima
1N4BL11D45C225637
PRW5933 2007 Airport Industrial Park Dr SE
2001 Ford Mustang
1FAPF4041F264154
RNX5121 6520 Ernest Barrett Pkwy
2013 Chevrolet Sonic
1G1JC5SH3D4242428
PFD4629 1971 Thornton Rd
2012 KIA Soul KNDJT2A68C7470489
PCY2916 Macland Rd & Old Villa Rica Rd
2017 TaoTao Scooter
L9NTELKE5H101513
No Tag Mors Hill Rd & Dallas Hwy
9:20,27-2019

**MDJ-2281
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 October 7, 2019 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 of the Official Code of the City of Kennesaw, Georgia to amend the membership requirements for the Cemetery Preservation Commission and to update Chapter 30 Cemeteries, Article III Cemetery Preservation Commission, Sections 30-52 Membership and terms of office and 30-53 Prerequisites for members. 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.
9:20,27-2019

**MDJ-2286
GPN-17**

PUBLIC AUCTION
On October 4, 2019 at 12:30 pm or thereafter, this auction will be held at www.selfstorageauction.com for Ken-

8000 Legals

VIN#SAJEAS1D33XD37795, NO TAG
1999 Buick Le Sabre, Silver,
VIN#1G4HR54K9YU116234, NO TAG
2011 Infiniti G37, Black,
JN1CV6AP9BM503201, TAG# WYA255
GA
You are hereby notified, in accordance with OCGA 40-11-19(a)(2), that the above-referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.
The vehicle is currently located at 344 Kathleen Dr SE, Marietta, Ga. 30067
Anyone with an ownership interest in this vehicle should contact the following business immediately: K.O. Towing, 344 Kathleen Dr SE, Marietta, Ga 30067. 770-650-1413
9:20,27-2019

**MDJ-2320
GPN-17**

**LEGAL NOTICE LIEN SALE
PARK-A-TOY AND SELF STORAGE
4820 COBB PARKWAY ACWORTH,
GA 30101 WILL SELL AT AUCTION
CONTENTS OF CLIMATE CONTROLLED UNIT A-17 SANDRA
PARTIN. CASH ONLY. WE RESERVE THE RIGHT TO REFUSE ANY AND ALL BIDS. SALE TO BEGIN 11AM THURSDAY OCTOBER 3RD.**

9:20,27-2019

**MDJ-2321
GPN-17**

**ABANDONED MOTOR VEHICLE
ADVERTISEMENT NOTICE**
K.O. Towing, 344 Kathleen Dr SE, Marietta, Ga 30067. 770-650-1413.
2007 Audi A4, black,
VIN#WAUDF78E67A094010, NO TAG
1997 Mercedes Benz S420, Black,
VIN#WDBGA43G1VA374953, NO TAG
You are hereby notified, in accordance with OCGA 40-11-19(a)(2), that the above-referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.
The vehicle is currently located at 344 Kathleen Dr SE, Marietta, Ga. 30067
Anyone with an ownership interest in this vehicle should contact the following business immediately: K.O. Towing, 344 Kathleen Dr SE, Marietta, Ga 30067. 770-650-1413
9:20,27-2019

MDJ-1674

8007 Clerk of Superior Court

**CIVIL ACTION NUMBER 19-1-5932-48
NOTICE OF PETITION
TO CHANGE NAME**

Notice is hereby given that LYNDSEY BLAKE JONES through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 13th day of August 2019, praying for a change in the name of THE MINOR CHILD from ANTHONY JEROME KEYS JR. to JUNIOR CREW JONES.
Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
LYNDSEY BLAKE JONES
Petitioner

**REBECCA KEATON
Clerk of Superior Court
Cobb County
8:30;9:6,13,20-2019**

**MDJ-1690
GPN-15
IN THE SUPERIOR COURT
FOR THE COUNTY OF COBB
STATE OF GEORGIA
PETITIONER:
MELINDA SUE WILLIAMS**

**CIVIL ACTION NUMBER 19-1-6281-28
NOTICE OF PETITION
TO CHANGE NAME**

Notice is hereby given that MELINDA SUE WILLIAMS through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 26th day of August 2019, praying for a change in the name of THE PETITIONER from MELINDA SUE WILLIAMS to MELINDA SUE QUESENBERRY.
Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
MELINDA SUE WILLIAMS
Petitioner

**REBECCA KEATON
Clerk of Superior Court
Cobb County
8:30;9:6,13,20-2019**

**MDJ-1691
GPN-14
IN THE SUPERIOR COURT OF
COBB COUNTY**

8007 Clerk of Superior Court

**MDJ-1939
GPN-15
IN THE SUPERIOR COURT
FOR THE COUNTY OF COBB
STATE OF GEORGIA
PETITIONER:
ERH-RACHELE
HARLAN-ALEXANDER
CIVIL ACTION NUMBER 19-1-6343-49
NOTICE OF PETITION
TO CHANGE NAME**

Notice is hereby given that ERH-RACHELE HARLAN-ALEXANDER through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 27th day of August 2019, praying for a change in the name of THE PETITIONER from ERH-RACHELE HARLAN-ALEXANDER to ERH-RACHELE HARLIN.
Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
ERH-RACHELE
HARLAN-ALEXANDER
Petitioner

**REBECCA KEATON
Clerk of Superior Court
Cobb County
9:6,13,20,27-2019**

**MDJ-1940
GPN-15
IN THE SUPERIOR COURT
FOR THE COUNTY OF COBB
STATE OF GEORGIA
PETITIONER:
DEBBIE DIANN MURPHY
CIVIL ACTION NUMBER 19-1-6357-40
NOTICE OF PETITION
TO CHANGE NAME**

Notice is hereby given that DEBBIE DIANN MURPHY through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 28th day of August 2019, praying for a change in the name of THE PETITIONER from DEBBIE DIANN MURPHY to DEBBIE DIANN SHAW.
Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
DEBBIE DIANN MURPHY
Petitioner

**REBECCA KEATON
Clerk of Superior Court**

8007 Clerk of Superior Court

JAH'SARAH WYATT.
Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
LEAH CARMEN WYATT
Petitioner

**REBECCA KEATON
Clerk of Superior Court
Cobb County
9:6,13,20,27-2019**

**MDJ-1952
GPN-14
IN THE SUPERIOR COURT OF
COBB COUNTY
STATE OF GEORGIA
Nathan Heath Wood,
Plaintiff,**

**vs.
Laura Miller, et al.
Defendants
CIVIL ACTION FILE NO.
18-1-4076-52
NOTICE OF SERVICE
BY PUBLICATION**

Superior Court of Cobb County, Case No. 18104076
Nathan Heath Wood, Plaintiff v. Laura Miller et al., Defendants
To: Laura Miller; Laura Miller a/k/a L.D. Walker as Trustee; Mary Elizabeth Armstrong, Tom Vance Buffington, Jr. as Personal Representative of the Estate of Tom V. Buffington, Deceased, In Rem: Real Property Having Cobb County Tax Parcel ID 17-0086-0-103-0 ("Property") and All Persons Known or Unknown Who Claim or Might Claim An Interest in the Property Adversely to Plaintiff
By Order Granting Service by Publication dated 8/23/2019 entered on 8/23/2019, you are hereby notified that on June 1, 2018 Plaintiff Nathan Heath Wood filed a Petition to Quiet Title in the Superior Court of Cobb County, Case No. 18104076. The subject matter of the Petition to Quiet Title is that Plaintiff seeks to quiet title to and cancel any interest you may have to the property commonly known as 0 Schaffer Road, Marietta GA 30060, and more particularly described in the Petition to Quiet Title which is available for you to review in the office of the Clerk of the Superior Court of Cobb County.
You are commanded to file with the Clerk of the Superior Court of Cobb County, and to serve upon Plaintiff's attorney, James R. Fletcher II, Fletcher Law Firm LLC, 2993 Sandy Plains

8007 Clerk of Superior Court

following: Hannah Gunnels 3192 Valley View Street Powder Springs, GA 30127.
This 30th day of August, 2019.

**Rebecca Keaton
Clerk of Superior Court
Cobb County
9:13,20-2019**

**MDJ-1980
GPN-06**

**BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

The undersigned hereby certifies that they are conducting a business in the City of Kennesaw, County of Cobb, in the State of Georgia under the trade name: WILLIAMS ELLEBY and that the nature of said business is: operation of a law practice and any other business that can be legally transacted by a corporation and that said business is composed of the following: JOEL WILLIAMS LAW, LLC 3900 Frey Road Suite 104 Kennesaw, GA 30144.
This 30th day of August, 2019.

**Rebecca Keaton
Clerk of Superior Court
Cobb County
9:13,20-2019**

**MDJ-1981
GPN-06**

**BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

The undersigned hereby certifies that they are conducting a business in the unincorporated, County of Cobb, in the State of Georgia under the trade name: Debra L. Carpenter, CPA and that the nature of said business is: accounting and consulting services and that said business is composed of the following: Debra L. Carpenter 1241 Holland Road Powder Springs, GA 30127.
This 30th day of August, 2019.

**Rebecca Keaton
Clerk of Superior Court
Cobb County
9:13,20-2019**

**MDJ-1982
GPN-06**

**BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

The undersigned hereby certifies that they are conducting a business in the City of Powder Springs, County of Cobb, in the State of Georgia under the trade name: Thoughtful Tees & Treas-

and any and all others having or claiming any interest in the described lands, Condemnees

CASE NO.: 19-1-06670-53
TO: ROBERT CLAUDE RAPTIS, MAYRON R. BAILEY, WALTER T. WILSON, AND DAVID EAST; and CARLA JACKSON, AS TAX COMMISSIONER, KELLI WOLK, PROBATE JUDGE.

and to all other person(s) in possession of or having claims against, the property described in the petition for condemnation and declaration of taking in the above stated case; and to all and singular the sheriffs of the state and county and their lawful deputies:

CITATION
The said named persons and any and all other persons, either known or unknown, claiming any right, title, power, interest, ownership, equity, claim or demand in and to the lands hereinafter described, and all occupants, tenants, lessees, licensees, and all holders, owners and users of ways and easements in, across, over and under said land are hereby notified, under the provisions of the Official Code of Georgia Sections 32-3-1 through 32-3-19, providing for the exercise of the power of eminent domain by Cobb County, as follows: That the above-stated case, being a condemnation in Rem against the property hereinafter described, was filed in said County on the 10th day of September, 2019.

That, in accordance with provisions of the aforesaid Official Code, a Declaration of Taking, duly authorized and properly executed as provided by the official Code, has been made and filed in said case, declaring the necessity for and exercising the power of taking the said described lands for public transportation purposes, thereby vesting the title to same in Cobb County. In pursuance of said authority, Cobb County has deposited with the Clerk of the Superior Court of Cobb County, the sum of \$1,600.00 as the estimated just compensation for the lands described; and all persons claiming such fund or any interest therein, are hereby required to make known their claims to the Court;

In accordance with the provisions of the Official Code of Georgia, the Condemnor has prayed to the Court for immediate possession of said property,

All that tract or parcel of land lying and being in Land Lot 503, 19th District, of the Second Section, Cobb County, Georgia, being more particularly described as follows:

BEGINNING at Point DE10048, said point being located 39.75 feet right of and opposite station 117+55.00 on the construction centerline laid out for NEW MACLAND ROAD; thence running 343.04 feet along the arc of a curve, (said curve having a radius of 1065.91 feet and a chord distance of 341.56 feet on a bearing of N 29°20'42.0 E) to Point DE10049, said point being located 40.59 feet right of and opposite station 121+10.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 52°08'23.3 E a distance of 34.41 feet to Point DE10050, said point being located 75.00 feet right of and opposite station 121+10.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 68°24'37.9 W a distance of 42.13 feet to Point DE20083, said point being located 53.00 feet right of and opposite station 120+72.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 42°56'53.2 W a distance of 55.20 feet to Point DE20082, said point being located 45.00 feet right of and opposite station 120+15.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 27°58'34.1 W a distance of 62.52 feet to Point DE20081, said point being located 49.00 feet right of and opposite station 119+50.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 32°11'56.5 W a distance of 72.19 feet to Point DE20080, said point being located 44.00 feet right of and opposite station 118+75.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 17°34'06.0 W a distance of 100.19 feet to Point DE20079, said point being located 55.00 feet right of and opposite station 117+71.00 on the construction centerline laid out for NEW MACLAND ROAD; thence S 31°58'47.8 E a distance of 25.07 feet to Point DE10047, said point being located 75.00 feet right of and opposite station 117+55.00 on the construction centerline laid out for NEW MACLAND ROAD; thence N 69°27'01.6 W a distance of 35.25 feet back to the POINT OF BEGINNING.

Said tract containing 3,878.99 square

feet. Machuca in Cobb County, Georgia was filed in Superior Court of Paulding County, Civil Action File No. 19-CA-43-P2 and the Court has ordered a hearing on November 14, 2019 at 9:00 a.m. in the Superior Court of Paulding County. All parental rights you may have with respect to that minor child will be lost and you will neither receive notice nor be entitled to object to the adoption of the child unless; (if biological father) within (30) thirty days from the date of the last publication of this notice, you (1) file a Petition to legitimate the child pursuant to the Official Code of Georgia Annotated §19-7-22; (2) file notice of the filing of such Petition to legitimate with the Superior Court of Paulding County; (3) serve a copy of the Petition to Legitimate on the undersigned attorney for the Petitioner seeking to adopt the child; and (4) you make a timely appearance and objection in the pending adoption which is currently set for a hearing on November 14, 2019 at 9:00 a.m. in the Superior Court of Paulding County. This 9th day of September 2019.

Martin Enrique Valbuena,
attorney for Petitioner,
P.O. Box 1125,
Dallas, Georgia 30132.
9:27;10:4,11-2019

MDJ-2204

GPN-17

ONLINE AUCTION

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:

storage4treasures.com;
Wednesday October 9, 2019 at 4:00 PM.

Deondre Gresham
Unit #4093
Household Goods
Marcia Scott
Unit #3152
Bags, boxes of books and clothes
Theophilus McDaniel
Unit #1069
Tattoo equipment
Tijuan Almond
Unit #3154
Boxes, 2 armoires, queen bed frame, stand up jewelry box
Denise Sinkfield
Unit #2097
Household Items; bed; washer/dryer
Purchases must be made with cash

991 Bradley Taylor Household Items
2050 Gayla Wilder Mostly boxes and garage items and misc items.
3068 Justin Fawcett Household items
2032 Jullian Grace Household Items
B004 John Nyame House hold and garage items

The auction will be listed and advertised on www.storage4treasures.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

9:20,27-2019

MDJ-2223

GPN-17

NOTICE OF PUBLIC SALE

By Court Order, and in accordance with O.C.G.A. § 40-3-54, the following described vehicle is hereby court ordered for public auction at the following location and the described vehicle for said location.

These vehicle(s) will be sold on October 9th between 9am-10am at Rush Truck Center Smyrna 2120 Atlanta Rd SE Smyrna Ga, 30080.

Vehicle(s) are sold AS-IS, with no warranty, SEALED BIDS, cash sales only: 2008 Hino 145
5PVNA6JAM182550127

9:20,27-2019

MDJ-2224

GPN-17

NOTICE OF PUBLIC SALE

By Court Order, and in accordance with O.C.G.A. § 40-3-54, the following described vehicle is hereby court ordered for public auction at the following location and the described vehicle for said location.

These vehicle(s) will be sold on October 9th between 9am-10am at Rush Truck Center Smyrna 2120 Atlanta Rd SE Smyrna Ga, 30080.

Vehicle(s) are sold AS-IS, with no warranty, SEALED BIDS, cash sales only: 2004 Isuzu NPR
JALB4B1494700224

9:20,27-2019

MDJ-2232

GPN-01

NOTICE OF ADOPTION

To: Jerry Close or any other unknown

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 October 7, 2019 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 of the Official Code of the City of Kennesaw, Georgia to amend the membership requirements for the Cemetery Preservation Commission and to update Chapter 30 Cemeteries, Article III Cemetery Preservation Commission, Sections 30-52 Membership and terms of office and 30-53 Prerequisites for members. 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.

9:20,27-2019

MDJ-2233

GPN-17

NOTICE OF PUBLIC SALE STATE OF GEORGIA COUNTY OF COBB

"In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods hereinafter described and stored at the Life Storage location(s) listed below.

Thursday October 24, 2019 @ 10:00 A.M. And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at a public auction to be held online at www.Storage4Treasures.com which will begin on

Monday October 14, 2019@10:00 AM and end on

Thursday October 24th, 2019@ 10:00 AM
Space No. Customer Name Inventory
126 Keith Barnett Tools/Appliances, A TV, Trix, Scooter
608 Randy Brack Household Goods/Furniture, Tools/Appliances, TV/Stereo Equipment
2085 Amanda Parsons Household Goods/Furniture

VIN#KMHCH4ACXAU481105, NO TAG
2001 Saturn SL1, Brown,
VIN#IG8ZH52821Z316278, TAG# RP-77667 GA
2003 Jaguar X Type, Gold,
VIN#SAJE51D33XD37795, NO TAG.
1999 Buick LeSabre, Silver,
VIN#1G4HR54K9YU116234, NO TAG
2011 Infiniti G37, Black,
JN1CV6AP9BM503201, TAG# WYA255 GA

You are hereby notified, in accordance with OCGA 40-11-19(a)(2), that the above-referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicle is currently located at 344 Kathleen Dr SE, Marietta, Ga. 30067. Anyone with an ownership interest in this vehicle should contact the following business immediately: K.O. Towing, 344 Kathleen Dr Se, Marietta, Ga 30067. 770-650-1413

9:20,27-2019

MDJ-2320

GPN-17

LEGAL NOTICE LIEN SALE

PARK-A-TOY AND SELF STORAGE
4820 COBB PARKWAY ACWORTH, GA 30101 WILL SELL AT AUCTION CONTENTS OF CLIMATE CONTROLLED UNIT A-17 SANDRA PARTIN. CASH ONLY. WE RESERVE THE RIGHT TO REFUSE ANY AND ALL BIDS. SALE TO BEGIN 11AM THURSDAY OCTOBER 3RD.

9:20,27-2019

MDJ-2321

GPN-17

ABANDONED MOTOR VEHICLE ADVERTISEMENT NOTICE

K.O. Towing, 344 Kathleen Dr Se, Marietta, Ga 30067. 770-650-1413.

2007 Audi A4, black,
VIN#WAUDEF78E67A094010, NO TAG
1997 Mercedes Benz S420, Black,
VIN#WDBGA43G1VA374953, NO TAG
You are hereby notified, in accordance with OCGA 40-11-19(a)(2), that the above-referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.



**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	Approval of the September 16, 2019 Mayor and City Council meeting minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Minutes	9/25/2019	Minutes

**MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
Monday, September 16, 2019
6:30 p.m.**

Present: Mayor Derek Easterling
Councilmember James Eaton
Councilmember Tracey Viars
Councilmember Pat Ferris
Councilmember David Blinkhorn
City Manager Jeff Drobney
City Clerk Debra Taylor
City Attorney Randall Bentley

Absent: Mayor Protem Chris Henderson

I. INVOCATION

The invocation was led by City Attorney Randall Bentley.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ms. Connerly and Ms. Maldonado from the nonprofit organization "Princess Project" that raise funds for childhood cancer, as introduced by Mayor Easterling.

III. CALL TO ORDER

IV. ANNOUNCEMENTS

No items.

V. PRESENTATIONS

No items.

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

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

6:35 PM Floor Open for Public Comments on agenda items

No public comments.

6:36 PM Floor Closed to Public Comments on agenda items

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

No items.

IX. COMMITTEE AND BOARD REPORTS:

No items.

X. PUBLIC HEARING(S)

- A. Consideration to approve an encroachment variance request for property along Pine Mountain Road and Wellcrest Drive submitted by Beazer Gain, LLC. Properties identified as Land Lot 165, Tax Parcels 5, 66, 75 and 4. Applicant is seeking a variance for the encroachment into the City's 50' stream buffer of Butler Creek for the development of proposed road that will provide access for proposed 83 single-family homes. Application was advertised in the Marietta Daily Journal on July 19th and 26th. Property was legally posted on July 22, 2019. The Planning Commission held a meeting on August 07, 2019, made recommendation to postpone the matter to the September hearing cycle of the Planning Commission (September 4, 2019) and Mayor and Council (September 16, 2019). The Planning Commission at their regular scheduled meeting September 4, 2019 accepted the letter of withdrawal dated September 3, 2019 submitted by attorney Parks Huff. Vote 3-0. STAFF RECOMMENDATION: Zoning Administrator, Darryl Simmons, recommends acceptance of the letter of withdrawal with the condition that the developer create a subcommittee that will be made up of citizens that are residents of the surrounding neighborhoods. This group will facilitate consistent communication with staff and community during the construction and buildout of the subdivision.

Zoning Administrator Darryl Simmons presented the September 3, 2019 letter to withdraw from the applicant on the request for an encroachment variance request for property along Pine Mountain Road and Wellcrest Drive submitted by Beazer Gain, LLC. The applicant was seeking a variance for the encroachment into the City's 50' stream buffer of Butler Creek for the development of proposed road that will provide access for proposed 83 single-family homes. The Planning Commission accepted the letter of withdrawal with the condition the developer create a subcommittee that will be made up of citizens that are residents of the surrounding neighborhoods. This group will facilitate consistent communication with staff and community during the construction and buildout of the subdivision.

Motion by Councilmember Blinkhorn to accept the September 3, 2019 letter of withdrawal with the condition the developer create a subcommittee that will be made up of citizens that are residents of the surrounding neighborhoods and work with City staff, seconded by Councilmember Viars.

6:41 PM Floor Open to Public Comments

DR. LISA ADKINS (Butler Creek Resident): They received a copy of the hydrology study from Beazer Homes and have some major concerns. The January 16, 2018 minutes, page 7 it states Beazer Homes could not break ground before the hydrology study is completed and the development could not cause any additional runoff. According to the

study, based on a one-year storm there will be 216% more runoff. The developer also wants to excavate Butler Creek to be below the 100-year flood range. They cannot use a gas powered lawnmower at home because they live so close to the creek. How can the developer even get permission to excavate the creek as well as impacts to numerous endangered/special species nearby? Based on the hydrology study, this needs to be revisited because what was promised is not being met.

ROY ADKINS (Butler Creek Resident): On page 4 of the hydrology study there is reference to removal of the ground soil, compaction, and additional impervious surfaces will increase the peak runoff from the site. Additional vehicle traffic, organic loads, and stormwater runoff will increase pollutants. Page 5 discusses overbank flood protection and additional runoff with or without detention ponds and to handle the increase runoff that will expand beyond the 100-year floodplain will have to be equal to the amount of rainfall and will be excavated below the 100-year floodplain. The property owner is responsible for providing the map to FEMA. They have lived in their home for five years and only had the stormwater department out there a couple of times to help clean up some of the muck that gets into the creek. On page 19 that was sent with hydrology study – was the target runoff or reduction achieved – NO. Two years ago Venture said they wouldn't make it worse, and this is worse. When they get flooded again, they will all be looking to the Mayor and City Council.

JOEL LARKIN, ESQ. (for applicant): Comments such as those received tonight is why the committee of local residents is being suggested – so they can answer questions and keep them updated.

GAIL HOLLIS (Pine Mountain/Butler Creek Resident): She has concerns about the amount of runoff into the stream and subsequent backup when it water flows down the sewer which does back up into their culvert. With this buildout, Butler Creek and nearby residents will flood and be affected. Even with the new improvements on Pine Mountain Road they have concerns. We were told this would be reviewed and she wonders if the committee will really make a difference; will their concerns be considered or will this just be a rubber stamp approval?

6:51 PM Floor Closed to Public Comments

Councilmember Blinkhorn noted the stipulations do not give the number of committee members and if the residents will have any power. Mr. Simmons noted the Planning Commission voted to have them work with City staff to create and act on the committee, give access to drawings prior to Plan Review, and to stay in contact with the committee to ensure they have received information in a timely manner. Councilmember Ferris confirmed this is a steering committee, not a City committee.

Vote on the motion was approved 4-0-1 (Councilmember Henderson absent). Motion carried.

[Agenda items X-B and C were presented concurrently]

B. FINAL PUBLIC HEARING: Consideration of **RESOLUTION NO. 2019-37, 2019** to adopt the Fiscal Year 2019-2020 Operating Budget for the City of Kennesaw and

adopt the organizational chart. In accordance with Section 4.02 and 4.03 of the City Charter and Section 2-144 of the City Code of Ordinances, this budget is hereby submitted for approval. The budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The updated organization charts are attached. The first advertisement in the Marietta Daily Journal was on August 23, 2019 and the second and third advertisements were on August 30, 2019 and September 6, 2019, respectively. The budget meets the balanced budget requirements as set forth by the City, State and other regulatory agencies. First public hearing was held September 3, 2019. Finance Director recommends approval.

Finance Director Gina Auld presented the final public hearing to adopt the Fiscal Year 2019-2020 Operating Budget for the City of Kennesaw and adopt the organizational chart in accordance with our Charter and Code. The total budget is \$24,388,681, a 5% increase from the current fiscal year. Ms. Auld gave a brief overview of the budget. Personnel recommendations included three new full-time employees, the unfreezing of two positions, the technician in the IT department be converted from a part time position to a full time position, and two positions be combined in Facilities and Building Maintenance into one fulltime custodian. Revenues, expenditures, and capital expenditures were described. The total remaining SPLOST dollars to be spent is \$33,000,000. The budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The budget meets the balanced budget requirements as set forth by the City, State and other regulatory agencies.

7:08 PM Floor Open to Public Comments on Items X-B & C

No comments.

7:09 PM Floor Closed to Public Comments on Items X-B & C

Motion by Councilmember Eaton to approve the Fiscal Year 2019-2020 Operating Budget and organizational chart, seconded by Councilmember Viars. Vote taken, approved 4-0-1 (Councilmember Henderson absent). Motion carried.

[Agenda items X-B and C were presented concurrently]

- C. FINAL PUBLIC HEARING: Consideration of **RESOLUTION NO. 2019-38 2019** to adopt the FY 2019-2020 Capital Improvement and Special Purpose Local Option Sales Tax (SPLOST) Budget for the City of Kennesaw. In accordance with Section 4.06 of the City Charter and Section 2-144 of the City Code of Ordinances, this budget is hereby submitted for approval. This budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The first advertisement in the Marietta Daily Journal was on August 23, 2019 and the second and third advertisements were on August 30, 2019 and September 6, 2019, respectively. The budget meets the balanced budget requirements as set forth by the City, State and other regulatory agencies. First public hearing was held September 3, 2019. Finance Director recommends approval.

See comments under agenda X-B.

7:08 PM Floor Open to Public Comments on Items X-B & C

No comments.

7:09 PM Floor Closed to Public Comments on Items X-B & C

Motion by Councilmember Ferris to approve the Fiscal Year 2019-2020 Capital Improvement and Special Purpose Local Option Sales Tax Budget, seconded by Councilmember Eaton. Vote taken, approved 4-0-1 (Councilmember Henderson absent). Motion carried.

[Due to a conflict of interest, Councilmember Viars was recused and left the dais.]

- D. Authorization for approval of a Special Land Use Permit submitted by Demarco Tudor for property located at 3055 Main Street. Property identified as Land Lot 127, Tax Parcel 159 of the 20th District, 2nd Section. Said request being made to allow a Smoke Shop and Tobacco sales facility. Property was posted on August 19, 2019 with the application being advertised in the Marietta Daily Journal on August 16, 2019 and August 23, 2019. The Planning Commission at a meeting held on September 04, 2019 made recommendation to approve the Special Land Use Request with stipulations/and or conditions as noted within the Staff Analysis. The Special Land Use approval is specific to this applicant and business known as Smoke Genius LLC. This approval is not transferable if business is sold or if business relocates from this location. Limitation will be noted on the Certificate of Occupancy and business license documents. Vote: 3-0. Staff Recommendation: Darryl Simmons, Planning and Zoning Administrator recommends approval of the Smoke Shop and Tobacco sales. The Special Land Use approval is specific to this applicant and business known as Smoke Genius LLC. This approval is not transferable if business is sold or if business relocates from this location. Limitation will be noted on the Certificate of Occupancy and business license documents.

Zoning Administrator Darryl Simmons presented the request for a Special Land Use Permit (SLUP) submitted by Demarco Tudor for property located at 3055 Main Street to allow a Smoke Shop and Tobacco sales facility. Mr. Simmons gave a synopsis of the application process. Three to five years ago the Mayor and Council had concerns about special land uses including tobacco sales. The SLUP is one and done, location specific by the operator and is not transferrable. This helps with oversight and transparency. This approval is not transferable if the business is sold or relocates from this location and this limitation will be noted on the Certificate of Occupancy and business license documents. Staff met with the applicant and made it clear they were not to sell any tobacco products until the Special Land Use Permit was acted upon by Council. Recent compliance checks were held by the Police Department and the business sold a tobacco product to the underage agent.

Kennesaw Police Officer Scott Lewis reported they conducted a compliance check with the Department of Revenue on September 4, 2019. This business did sell a tobacco product to their underage agent. They visited 18 establishments and seven failed their compliance. Smoke Genius sold a vape pen insert, which is considered a tobacco

product, to their underage agent. The agent went in the business and bought a Juul cartridge.

Mr. Simmons noted if the SLUP is denied, they can reapply within a year, or put the application on hold and defer action for an amount of time yet to be determined.

DEMARCO TUTOR JR (Applicant): He was not present when the sale occurred, it was an associate who made the sale. He was not aware that tobacco included vaping products and he takes responsibility for that misunderstanding. He noted six other businesses failed their compliance check as well. Their process for checking identifications was not followed as directed. He is cracking down with staff to ensure 100% compliance. This should not have happened. They will be removing some of the vaping products based on recent health news. They mostly sell CBD products and many non-tobacco products.

7:26 PM Floor Open to Public Comments

ROBERT PERRY (Sardis Baptist Church): He objects to this shop for the following reasons: lack of distance from church property, health concerns, costly, tobacco products have destroyed many lives and he has had personal experiences with constituents. Don't choose death by using tobacco products.

ERIKA LEWIS (Resident): She and her family are new to Georgia. They are thankful for public noticing on the property and having two public hearings because they were unable to make the first public hearing. She does not recommend approval – as a concerned citizen, nurse and mother. This business is very near to a school and public park so it's not a good location or a good look for the City. As a nurse she encourages anyone to quit smoking, especially with the related health issues due to vaping, second and third hand smoke. Let them apply for their business license, but not at this location.

7:34 PM Floor Closed to Public Comments

In response to a question by Councilmember Ferris, Mr. Tutor said he is a managing member, not an owner and not financially involved.

The motion to approve the Special Land Use Permit submitted by Demarco Tudor for property located at 3055 Main Street failed due to the lack of a first or second.

Motion by Councilmember Ferris to deny the permit, seconded by Councilmember Blinkhorn. Vote taken, approved 3-0-1-1 (Councilmember Viars abstained, Councilmember Henderson absent). Motion carried.

[Councilmember Viars returned to the dais.]

- E. Authorization for **ORDINANCE NO. 2019-04, 2019** approving request for rezoning submitted by Riverside Development, LLC. for property located at 4184 Jiles Road. Property located in Land Lot 92, Tax Parcel 384. Said request to rezone 1.5327+/- acres from City CRC (Community Retail Commercial) to City GC (General Commercial). Purpose of utilizing the property for a light automobile repair service

business. Property was posted by city staff on August 19, 2019 with application being advertised in the Marietta Daily Journal on August 16, 2019 and August 23, 2019. The Planning Commission at a scheduled meeting held on September 04, 2019 made recommendation to approve the rezoning of the property located at 4184 Jiles Road from City CRC (Community Retail Commercial) to City GC (General Commercial) with stipulations and/or conditions as follows: 1) Use limitations as per staff analysis; 2) Reversionary clause; 3) Architectural design styles and materials; and 4) The applicant will submit the final site plan and the final architectural drawings to the Planning Commission and Mayor and Council for review prior to construction plan and permit approval. Vote 3-0. Staff Recommendation: Zoning Administrator, Darryl Simmons recommends approval of the request to rezone property from CRC to General Commercial with the following conditions. 1) Use limitations- the following uses will not be allowed under this rezoning approval for General Commercial rezoning for this particular location (see attached staff analysis; 2) A reversionary clause that comes into effect on the day of Mayor and Council approval and will require the property owner or agents to obtain development/construction permits and begin construction activity on subject property within 24 months of Mayor and Council approval. Failure to meet this requirement will result in the property reverting to the previous zoning category of CRC; 3) Architectural style and materials will match new construction along Jiles Road and meet adopted city wide architectural standards; and 4) The applicant will submit the final site plan and the final architectural drawings to the Planning Commission and Mayor and Council for review prior to construction plan and permit approval.

Zoning Administrator Darryl Simmons presented the request for rezoning submitted by Riverside Development, LLC. for property located at 4184 Jiles Road. Said request is to rezone 1.5327+/- acres from City CRC (Community Retail Commercial) to City GC (General Commercial). The purpose of utilizing the property is for a light automobile repair service business. The City has oversight to keep the vision of Jiles Road. This automotive use will not be allowed exterior storage or major/large repairs. The Planning Commission recommended approval with the following stipulations and/or conditions as follows: 1) Use limitations - the following uses will not be allowed under this rezoning approval for General Commercial rezoning for this particular location:

- Automotive, truck and trailer lease and rental facilities
- Automotive and truck sales and service facility
- Automotive paint and body shops
- Automotive upholstery shops
- Automotive stereo installation businesses/shops
- Building material stores
- Bus stations
- Check cashing establishments
- Cigar and smoke shops
- Plant nurseries
- Convenience food stores with self-service fuel sales
- Crematories
- Commuter rail station
- Designated recycling collection center
- Drive in theatre

Farm equipment sales and repair
Flea market
Fraternity/sorority house/residence hall
Full service gasoline station
Halfway house
Hookah Bar
Instant cash loan establishment
Mausoleum
Motorcycle, ATV three wheel sales and service facility
Pawnshops
Payday loan establishments
Rooming House
Self-service laundry
Title Loan establishments
Trailer salesroom and sales lots;

2) A reversionary clause that comes into effect on the day of Mayor and Council approval and will require the property owner or agents to obtain development/construction permits and begin construction activity on subject property within 24 months of Mayor and Council approval. Failure to meet this requirement will result in the property reverting to the previous zoning category of CRC; 3) Architectural style and materials will match new construction along Jiles Road and meet adopted city wide architectural standards; and 4) The applicant will submit the final site plan and the final architectural drawings to the Planning Commission and Mayor and Council for review prior to construction plan and permit approval.

A letter of objection was received from nearby existing business Harvest A. Jiles located at 4190 Jiles Road and was read for the record. It is the owner's opinion the proposed development will cause the owner's parcel to incur superfluous amount of vehicle traffic significantly hindering the operation at owners property.

Motion by Councilmember Viars to approve the request for rezoning submitted by Riverside Development, LLC. for property located at 4184 Jiles Road with stipulations as presented, seconded by Councilmember Blinkhorn.

7:48 PM Floor Open to Public Comments

MIKE SHAPIRO (Representative): He is here to respond to any questions.

7:49 PM Floor Closed to Public Comments

Vote on the motion to approve, 4-0-1 (Councilmember Henderson absent). Motion carried.

F.. FINAL PUBLIC HEARING: Authorize adoption of ORDINANCES Amending Sections of the Unified Development Code for the City of Kennesaw (Chapters 1, 5 and 6). An **ORDINANCE NO. 2019-06, 2019** of the Official Code of the City of Kennesaw to amend Ch. 6 of the Unified Development Code to enact local laws consistent with the streamlining Wireless Facilities and Antennas Act (OCGA §36-66C-1 et. seq.); and 2) an **ORDINANCE NO. 2019-05, 2019** of the Official Code

of the City of Kennesaw to amend Chapters 1 and 5 of the Unified Development Code relating to Definitions and Sign Ordinance. The request for UDC changes was advertised in the Marietta Daily Journal on August 16, 2019 and August 23, 2019. The Planning Commission at a meeting held on September 04, 2019 made recommendation to approve the proposed changes by way of motion, motion made by Cindi Michael and seconded by Keisha Edwards to make recommendations to the Unified Development Code as follows: Chapter 6 of the Unified Development Code to enact local laws for Wireless Facilities and Antennas Act. Vote 3-0. Motion made by Don Bergwall and seconded by Keisha Edwards to make recommendations to the Unified Development Code as follows: Chapters 1 & 5 of the Unified Development Code to repeal, replace and regulate signage, clarifying types of signs, list of prohibited signs and definitions; vote 3-0. Staff Recommendations: Darryl Simmons, Zoning Administrator makes recommendations to approve and accept the proposed changes to the Unified Development Code for Chapters 6 and Chapters 1 & 5, as submitted under the proposed ordinances.

Zoning Administrator Darryl Simmons presented the two ordinances amending sections 1, 5 and 6 of the Unified Development Code. Chapters 1 and 5 updates our sign ordinances to be in compliance with State Code thereby repeal and replace. Now the code will be as a function and type instead of content for temporary and permanent signs. Billboard code does meet requirements. Chapter 6 addresses small cell technology, processes and timelines if we want to regulate, and to update code due to recent legislation.

7:57 PM Floor Open to Public Comments

No comments.

7:58 PM Floor Closed to Public Comments

Motion by Councilmember Blinkhorn to approve Ordinance No. 2019-05, 2019 on Chapters 1 and 5 as presented, seconded by Councilmember Viars. Vote taken, approved 4-0-1 (Councilmember Henderson absent). Motion carried.

Motion by Councilmember Ferris to approve Ordinance No. 2019-06, 2019 on Chapter 6 as presented, seconded by Councilmember Viars. Vote taken, approved 4-0-1 (Councilmember Henderson absent). Motion carried.

- G. Public Hearing to approve **ORDINANCE NO. 2019-07, 2019** amending the title of Assistant City Clerk to Deputy City Clerk to stay consistent with industry standards and updating Chapter 2 "Administration," Article I "In General," Section 2-3 "Records," Article VI "Finance," Division 4 "Board of Ethics," Section 2-102 "Procedures for filing a complaint," and Article VI "Finance," Section 2-154 "Dual signature requirements" to reflect the amendment. The public hearing was duly advertised in the Marietta Daily Journal on September 06 and September 13, 2019. The City Clerk recommends approval.

Mayor Easterling presented the Ordinance to amend the title from Assistant to Deputy City Clerk to be consistent with industry standards. With the change, certain references in the Code of Ordinances will be updated, specifically Ch. 2, Sec. 2-3; 2-102 and 2-154. The public hearing was duly advertised in the Marietta Daily Journal and the City Clerk recommends approval.

Motion by Councilmember Viars to approve the Ordinance as presented, seconded by Councilmember Ferris.

8:00 PM Floor Open to Public Comments

No comments.

8:01 PM Floor Closed to Public Comments

Vote taken, approved 4-0-1 (Councilmember Henderson absent). Motion carried.

XI. CONSENT AGENDA

- A. Approval of the September 3, 2019 Mayor and City Council meeting minutes.
- B. Approval of **RESOLUTION NO. 2019-39, 2019** to authorize bid award and contract with Canon Solutions America for multi-function copier lease. The City issued a Request For Proposals (RFP) for multi-function copiers which was duly advertised. The City received eight bid proposals. The project managers and review committee vetted the top three proposals and recommends the bid be awarded to Canon Solutions America for a 60-month lease. Lease financing will be provided through Canon Financial Services, Inc. The IT Directors and review committee recommend approval of the bid award and to authorize the Mayor to sign the contract pending legal review. Funding Line: 100.1535.52.232100.00000.
- C. Approval of **RESOLUTION NO. 2019-40, 2019** to request and require a Class II Authority pre-permit meeting under O.C.G.A. § 36-66c-1 et. seq. Streamlining Wireless and Facilities and Antennas Act. The Streamlining Wireless and Facilities and Antennas Act that was adopted by the State Legislation takes effect on October 1, 2019. The Act allows cities to request pre-permit meetings to review and discuss the providers' plans and 24-month outlook. The Act allows for the meeting to occur no sooner than 30 days before permit applications can be submitted to the cities. Cities must have a procedure in place to require the pre-permit meeting. This resolution will satisfy the requirement and implement a policy that will allow Kennesaw to require providers to attend a pre-permit meeting at least 30 days before submitting application for facility installation. The Public Works Director recommends approval and asks to authorize the Mayor to sign the attached Resolution. Legal has reviewed and approved.

Motion by Councilmember Blinkhorn to approve the Consent Agenda engross, seconded by Councilmember Viars. Vote taken approved 4-0-1 (Councilmember Henderson absent). Motion carried.

XII. FINANCE AND ADMINISTRATION
GINA AULD, Finance Director

- A. Consideration for approval of an Alcohol License for Beer, Wine and Sunday Sales for Fern Gully Jamaican Café LLC d/b/a Fern Gully Jamaican Cafe located at 2756 S. Main Street, Kennesaw, GA 30144. Owner/Licensee: Patricia Josephs, Kapel Josephs. The City of Kennesaw Code Sec. 6-42 refers to locations within 300 feet of a private residence. This location is within 300 feet of private residences. The granting of this license is not considered to have an adverse effect on the private residences. The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application and background check results are on file. Finance Director recommends approval. Funding Line: 100.0000.32.1100 Application Fee \$350.00.

Finance Director Gina Auld presented the request for an Alcohol License for Beer, Wine and Sunday Sales for Fern Gully Jamaican Café LLC d/b/a Fern Gully Jamaican Cafe located at 2756 S. Main Street, by Owners/Licensees Patricia Josephs, Kapel Josephs. The City of Kennesaw Code Sec. 6-42 refers to locations within 300 feet of a private residence. This location is within 300 feet of private residences and granting of this license is not considered to have an adverse effect on the private residences. There is another business next door that also sells alcohol. The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application and background check results are on file. The applicant was present this evening.

Motion by Councilmember Viars to approve the Alcohol License for Beer, Wine and Sunday Sales for Fern Gully Jamaican Café LLC d/b/a Fern Gully Jamaican Cafe located at 2756 S. Main Street, by Owners/Licensees Patricia Josephs, Kapel Josephs, seconded by Councilmember Eaton. Vote taken, approved 4-0-1 (Councilmember Henderson absent). Motion carried.

XIII. PUBLIC SAFETY
BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

No items.

XIV. INFORMATION TECHNOLOGY
RICK ARNOLD, Co-Director
JOSHUA GUERRERO, Co-Director

No items.

XV. PUBLIC WORKS
RICKY STEWART, Director
ROBBIE BALENGER, Building & Facilities Manager

No items.

XVI. RECREATION AND CULTURE
RICHARD BANZ, Museum and Agency Director
STEVE ROBERTS, Parks and Recreation Director

ANN PARSONS, Smith-Gilbert Gardens Director

No items.

XVII. COMMUNITY DEVELOPMENT

ROBERT FOX, Economic Development Director

DARRYL SIMMONS, Zoning Administrator

SCOTT BANKS, Building Official

No items.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

8:03 PM Floor Open for Public Comments

No public comments.

8:04 PM Floor Closed for Public Comments

XIX. CITY MANAGERS REPORT – Jeff Drobney

Jeff Drobney gave the floor to Parks & Recreation Director Steve Roberts. Mr. Roberts proudly announced to the Mayor, Council, Swift Cantrell Park Foundation and public the groundbreaking ceremony for the all-inclusive park would take place on September 26th at 3:00 PM. He encouraged everyone to attend.

XX. 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, Committees, Authority or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve committees, as deemed necessary.

Mayor Easterling appointed Sharon Pell to the Urban Redevelopment Agency with a term ending September 2022 and Dave Peeples to fulfill a vacancy on the Kennesaw Citizens Advisory Committee with a term ending December 2019.

Motion by Councilmember Viars to ratify the above named appointments, seconded by Councilmember Blinkhorn. Vote taken, approve 4-0-1 (Councilmember Henderson absent). Motion carried.

XXI. COUNCIL COMMENTS

Councilmember David Blinkhorn acknowledged a Boy Scout in our audience and asked him to introduce himself. Boy Scout Hamilton Fitch, 11 years old from Powder Springs Troop 89, first class rank. He is working on his citizen and merit badge. Mr. Blinkhorn thanked him for attending the meeting tonight and all the time also invested by the parents.

Councilmember Pat Ferris is getting his house painted starting today.

Councilmember Tracey Viars is super excited about the groundbreaking for the all-inclusive park.

Councilmember James Eaton gave props to Jody (Joe) Bozeman for making his collection of baseball gloves available for promotional purposes highlighting baseball in Kennesaw.

XXII. EXECUTIVE SESSION –Land, Legal, Personnel

- A. 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.

No items.

XXIII. ADJOURN

Mayor Easterling adjourned at 8:08 P.M. The next regularly scheduled meeting will be held Monday, October 7, 2019 at 6:30 P.M. in the Council Chambers. The public is encouraged to attend.

Debra Taylor, City Clerk



**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	Approval of Bid and RESOLUTION to award contract to Bartow Paving Company, Inc., for resurfacing of various streets approved for the 2019 Local Maintenance & Improvement Grant Program (LMIG).
Agenda Comments:	<p>Staff solicited bids from qualified contractors for resurfacing of seven (7) streets of various lengths. Four companies submitted bids: Bartow Paving - \$558,519.18; Baldwin Paving - \$586,222.37; C. W. Matthews - \$564,200.00; Butch Thompson Enterprises - \$576,719.75. Funding for this project is provided by the Georgia Department of Transportation (GDOT), \$324,072.10, and City funds with a minimum of 30% match. The roads that were bid for resurfacing are:</p> <p>Lockhart Drive – From Big Shanty Drive to McCollum Parkway Ellison Lake Drive – From Cobb Parkway to End Due West Circle – From Kennesaw Due West Rd to End Cobb International Place – From Cobb International Drive to End General Schwarzkopf Court – From Highland Ridge to End Rhett Drive – From Twelve Oaks Circle to Scarlet Lane Dobbs Drive – From Melody Lane to Cobb Parkway</p> <p>There is currently a total budget of \$421,293.73 for the project, therefore there is a need to remove one or more of the streets from the list. It is Public Works recommendation to remove Due West Circle, General Schwarzkopf Court and Rhett Drive from the list to remain within budget. The Public Works Director recommends approval of bid and award of contract to Bartow Paving for an amount not to exceed \$421,293.73 and Council approve a Resolution authorizing the Mayor to sign attached contract pending legal review and approval.</p>
Funding	100.1050.54.141000.00000 Street Const. & Improve

Line(s)

ATTACHMENTS:

Description	Upload Date	Type
Resolution	9/25/2019	Resolution
Contract	9/25/2019	Contract/Agreement
Award Letter	9/25/2019	Backup Material
Bid Tab	9/25/2019	Backup Material
08-30-19 Legal Ad	9/25/2019	Backup Material

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2019-____, 2019

**RESOLUTION TO APPROVE A CONTRACT WITH
BARTOW PAVING COMPANY, INC.
FOR RESURFACING OF VARIOUS STREETS.**

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

WHEREAS, the City of Kennesaw Public Works Department is responsible for street maintenance and repair within the City; and

WHEREAS, Bartow Paving Company, Inc., was the lowest bidder and has offered to assist the City by contracting for milling and resurfacing of seven (7) streets of various lengths in the amount of \$558,519.18; and

WHEREAS, the City has a total budget of \$421,293.73 to fund the project, the resurfacing list will be modified to stay within budget.

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with Bartow Paving Company to perform described work as shown as Attachment A with a budget not to exceed \$421,293.73.

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 October, 2019.

ATTEST:

CITY OF KENNESAW

Debra Taylor, City Clerk

Derek Easterling, Mayor

CONTRACTOR AGREEMENT
CITY OF KENNESAW
STREET RESURFACING PROJECT

This agreement is executed this ____ day of October, 2019 by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and BARTOW PAVING COMPANY, INC., hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this contract, which are attached hereto by Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

1. Adequate Personnel; Conditions.

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

2. Duration.

This contract shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described by December 6, 2019, unless sooner terminated pursuant to the provisions contained herein.

3. Price.

The parties have stated the contract price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The contract price for Exhibit “A” is five hundred thirty three thousand, nine hundred fifty nine dollars and fifty one cents (\$558,519.18).

4. Time of Essence.

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

5. Governing Law.

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

6. Assignments.

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

7. Modification.

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

8. Due Diligence.

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

9. Risk of Loss.

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

10. Invoices.

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

11. Taxes.

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

12. Permits and Licenses; Inspection; Tests.

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental

to the performance of the terms of this agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

13. Termination for Cause.

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

14. Inspection.

The Contractor shall make the materials or supplies, which are the subject of this agreement available to the City for inspection and testing by the City at the Contractor's expense prior to the Contractor's delivery of the materials or supplies to the City.

15. Liquidated Damages.

In the event that the materials which form the subject of this agreement are not delivered as set forth in the special provisions to this agreement, the City may terminate this agreement and recover liquidated damages in an amount set forth in the special provisions to this agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies which form the subject of this agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other

defects on Contractors performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

16. Contract Documents.

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

17. Additional Security.

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

18. Accounting and Records Retention.

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Contract and such other records as may be requested by the City to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City, and shall be retained for at least three (6) years after expiration of this Contract, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

19. Indemnification.

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorneys fees arising out of or resulting from the performance of this agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of

them, or anyone for whose acts any of them may be liable, regardless whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

20. Severability.

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

21. New Materials.

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

22. Set-off.

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

23. Defective Materials.

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

24. Defective Materials-Liability.

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

25. Manufacturer's Warranties.

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

26. Notices.

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

27. Bid Bond.

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

29. Performance and Payment Bonds.

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this contract. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred percent (100%) of the new Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City.

30. Change Orders.

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (c) construction design; (d) construction specifications; and (e) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this agreement, an equitable adjustment shall be made in the contract price of delivery schedule, or both, and the agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided, however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

31. Variation in Quantity.

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

The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

32. Testing.

All supplies (which term throughout this agreement includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and testing by the City, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

33. Rejection of Nonconforming Materials.

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

34. Inspection Facilities.

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made

at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall be at the expense of the City except as otherwise provided in this agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the contract requirements nor impose liability on the City therefore.

35. Testing-Liability.

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

36. Inspections-Records.

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

37. Payments.

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

(a) The Contractor shall submit to the City an itemized Invoice for Payment in an AIA format. The invoice shall include backup material including, but not limited to, receipts or other vouchers, showing his payments for materials and labor, including payments previously made to Subcontractors.

(b) The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the City from loss because of the following conditions:

- (i) Defective work not remedied;
- (ii) Claims or liens filed;
- (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;

- (iv) A reasonable doubt that the Contract can be completed for the balance then unpaid;
 - (v) Damage to a Separate Contractor or to the City or a third party;
 - (vi) Failure to maintain a rate of progress consistent with the schedule;
- or
- (vii) Failure to supply enough skilled workers or proper materials.

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

38. Termination for Cause.

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 42, by written notice of default to the Contractor, terminate the whole or any part of this agreement in any one of the following circumstances:

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

39. Costs to Cure.

In the event the City terminates this agreement in whole or in part as provided in Paragraph 13 or Paragraph 40, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this agreement to the extent not terminated pursuant to the provisions of Paragraph 13 and/or Paragraph 40.

40. Force Majeure.

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic

conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

41. Title to Materials Upon Termination.

If this agreement is terminated as provided in Paragraph 13 and/or Paragraph 40, the City, in addition to any other rights provided in this agreement, may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and agreement rights (hereinafter called “construction materials”) as the Contractor has specifically produced or specifically acquired for the performance of such part of this agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the contract price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services, or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

42. Review of Termination.

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

43. Additional Remedies.

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

44. Subcontractors.

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

45. Solicitation of Contract.

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

46. Termination for Convenience.

The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 40, 41, 43 herein shall apply to the extent applicable.

47. Contractor's Duties upon Termination.

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

- (a) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- (d) Assign to the City, in the manner, at the time, and to the extent directed by the City, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- (f) Transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City:
 - (i) the fabricated or unfabricated parts, work in process, completed work, supplies and other materials produced as a part of, or acquired in

connection with the performance of, the work terminated by the Notice of Termination, and

- (ii) The completed or partially completed plans, drawings, information, and other property, which, if the contract had been completed, would have been required to be furnished to the City.
- (g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:
 - (i) Shall not be required to extend credit to any purchaser, and
 - (ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City;provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this agreement or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the City may direct;
- (h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and
- (i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

48. Termination-Claims.

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

49. Settlement of Claims.

Subject to the provisions of Paragraph 50, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise

made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 52 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

50. Payment of Claims.

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

- (a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the contract, appropriately adjusted for any saving of freight of other charges;
- (b) The total of:
 - (1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

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

51. Set-Offs from Payment.

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

- (a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this agreement;
- (b) any claim which the City may have against the contract in connection with this contract; and

- (c) the agreed price for, or the proceeds for, any work, services, materials, supplies or other things not provided or performed by the Contractor or sold pursuant to the provisions of this agreement, and not otherwise recovered by or credited to the City.

52. Partial Termination.

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

53. Partial Price.

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

54. Records Inspection.

Unless otherwise provided for in this agreement, or by applicable statute, the Contractor, from the effective date of termination and for a period of six (6) years after final settlement under this agreement, shall preserve and make available to the City at all reasonable times at the office of the Contractor but without direct charge to the City, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this agreement and relating to the work terminated hereunder, or, to the extent approved by the City, photographs, microphotographs or other authentic reproductions thereof.

55. Compliance

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

(a) Contractor agrees that any payments made by it to any subcontractor, agent or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal enacted Davis-Bacon Act as applicable.

(b) Contractor agrees to comply with Federal Buy America regulations as applicable.

(c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.

(d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.

(e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.

(f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

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

56. Insurance.

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

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies

- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of City as certificate holder
- (i) Project Name and Number
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty day notice of cancellation or non-renewal

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

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

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

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

Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

State of Georgia statutory limits required:

- (i) \$1,000.000;
- (ii) \$1,000.000 each accident;
- (iii) \$1,000.000 disease policy limit; and
- (iv) \$1,000.000 disease each employee.

(b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

- (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
- (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
- (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
- (iv) Contractual \$ 1,000,000.00 per Occurrence; and
- (v) General Aggregate \$ 2,000,000.00.

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

57. Georgia Security and Immigration Compliance Act Requirements.

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

58. Dispute Resolution.

(a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.

(b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.

(c) No litigation may be commenced without first following the process in this Section. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty days written notice to the opposing party. The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this contract.

(d) Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor
City of Kennesaw

ATTEST:

City Clerk

CONTRACTOR: _____

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this
____ day of _____, 2017.

WITNESS

Notary Public
Commission Expires:

EXHIBIT "A"
SPECIAL STIPULATIONS

- a) The Contractor shall provide materials and labor necessary to mill and resurface the following roads in accordance with the Street Resurfacing Project bid "Specifications".

Lockhart Drive – From Big Shanty Drive to McCollum Parkway
Ellison Lake Drive – From Cobb Parkway to End
Due West Circle – From Kennesaw Due West Rd to End
Cobb International Place – From Cobb International Drive to End
General Schwarzkopf Court – From Highland Ridge to End
Rhett Drive – From Twelve Oaks Circle to Scarlet Lane
Dobbs Drive – From Melody Lane to Cobb Parkway

- b) The contract price for such materials and construction services shall not exceed the amount of \$558,519.18.
- c) Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:

- 1) Description of Specifications
- 2) Proposal and Contract
- 3) Bid quotation
- 4) E-Verify Forms for All Contracts
- 5)
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

- d) Pursuant to Paragraph 26 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.
- e) Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.

PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION

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

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

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

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

By: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent of Contractor

Basic Pilot User Identification Number
(if applicable)

Printed Name of Authorized Officer or Agent

With express authority on behalf of:

Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

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

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

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

EEV/Basic Pilot Program* User Identification Number

By: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, 200__

Notary Public

My Commission Expires: _____

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. Sec., 13-10-91. History. Original Rule entitle "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.

SUBMITTAL REQUIREMENTS

Specific Requirements

Georgia Security and Immigration Compliance Act

Complete Section I. Contractor Affidavit

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

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
 - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
 - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
 1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by **Contractor** to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.

2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this contract, the subcontractor's indication of the employee-number category applicable to the subcontractor.
3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.
4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.



**Russell R. McMurry, P.E.,
Commissioner**
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

RECEIVED

JUL 05 2019

CITY CLERK
CITY OF KENNESAW

June 26, 2019

Mr. Derek Easterling, Mayor
City of Kennesaw
2529 J. O. Stephenson Ave.
Kennesaw, Georgia 30144

RE: Fiscal Year 2020 Local Maintenance & Improvement Grant (LMIG) Program

Dear Mayor Easterling:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2020 LMIG Program on July 1, 2019. This year grants will be processed electronically through our **New GRANTS (LMIG) Application System**. To begin your FY 2020 LMIG Application, please visit the Department's website at www.dot.ga.gov/PS/Local/LMIG. This site provides a link to the LMIG Application and a link to the LMIG Application Tutorial (Manual). The project list will be entered directly into the new application system and your cover letter will be uploaded as an attachment. This site provides a signature page for you to download, complete and upload as an attachment. Please contact your District State Aid Coordinator, Lewis Brooker, at 770-216-3867 for assistance with the online application process.

All electronic LMIG applications must be received no later than January 1, 2020. Failure to submit applications by the deadline may result in a forfeiture of funds.

Your formula amount for the 2020 Program is **\$324,072.10** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d). The General Guidelines and Rules and other pertinent reports can be found on the Department's website at www.dot.ga.gov/PS/Local/LMIG. The cover letter you attach to your electronic application must include a satisfactory status of your previous LMIG Grants before approval may be given.

If you should have any questions regarding the LMIG Program please contact the Local Grants Office in Atlanta at (404) 347-0240. Thank you for your attention and cooperation in this matter.

Sincerely,

Russell R. McMurry, P.E.
Commissioner

Enclosure:

cc: Ms. Kathy Zahul, P.E.; Hon. Bert Reeves; Hon. Ed Setzler; Hon. Earl Ehrhart; Hon. Don Parsons; Hon. Bruce Thompson ; Hon. Lindsey Tippins; Mr. Jeff Lewis

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

City Bid Log/Results

Project: LMIG Street Resurfacing Project

Deadline: September 23, 2019

Date Rec'd.	Time	Company	Bid Amounts	Awarded Bid	Comments
09/23/19	1:53 PM	Butch Thompson Enterprises, Inc P.O. Box 4655 Marietta, GA 30061	\$576,719.75		
09/23/19	1:53 PM	Bartow Paving Company, Inc 1055 Rowland Springs Road Cartersville, GA 30121	\$558,519.18		
09/23/19	2:04 PM	Baldwin Paving Company, Inc 1014 Kenmill Dr. NW Marietta, GA 30060	\$586,222.37		
09/23/19	2:20 PM	C.W. Matthews Cpmtracting Company, Inc 1600 Kenview Dr Marietta, GA 30060	\$564,200.00		

8007 Clerk of Superior Court

TO CHANGE NAME
 Notice is hereby given that GEORGE AWULEY through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 19th day of August 2019, praying for a change in the name of THE PETITIONER from GEORGE AWULEY to ERNEST KOJO DONTOH.
 Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
 GEORGE AWULEY
 Petitioner

REBECCA KEATON
 Clerk of Superior Court
 Cobb County
 8:23,30;9:6,13-2019

MDJ-1510
GN-15
IN THE SUPERIOR COURT
FOR THE COUNTY OF COBB
STATE OF GEORGIA
PETITIONER:
GEORGE AWULEY
CIVIL ACTION NUMBER 19-1-6089-51
NOTICE OF PETITION
TO CHANGE NAME

Notice is hereby given that George Awuley & Mavis Ayimach through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 19th day of August 2019, praying for a change in the name of THE MINOR CHILDREN from Faith Dantoh Awuley & Enoch Dantoh Awuley & Samuel Dantoh Awuley to FAITH DONTOH & ENOCH DONTOH & SAMUEL DONTOH.
 Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
 GEORGE AWULEY
 Petitioner

REBECCA KEATON
 Clerk of Superior Court
 By Order Granting Service by Publication dated 8/16/2019 entered on 8/19/2019, you are hereby notified that on Feb 18 2019 Plaintiff Cynthia Lanette Hull filed a Petition to Quiet Title in the Superior Court of Cobb County, Case No. 19101203. The subject matter of the Petition to Quiet Title is that Plaintiff seeks to quiet title to and cancel any interest you may have to the property commonly known as 138 Rigby Street, and more particularly described in the Petition to Quiet Title which is available for you to review in the office of the Clerk of the Superior Court of Cobb County.
 You are commanded to file with the Clerk of the Superior Court of Cobb

8007 Clerk of Superior Court

County, and to serve upon Plaintiff's attorney, James R. Fletcher II, Fletcher Law Firm LLC, 2993 Sandy Plains Rd. Ste 225B, Marietta, GA 30066, an Answer to the Petition to Quiet Title in writing within sixty (60) days of the date of the Order Granting Service by Publication.
 This 20th day of August, 2019.
 WITNESS, the Honorable Judge C. LaTain "Tain" Kell, Judge of the Superior Court of Cobb County
Rebecca Keaton
 Cobb County Clerk of Superior Court
 8:23,30;9:6,13-2019

MDJ-1516
GN-14
IN THE SUPERIOR COURT OF
COBB COUNTY
STATE OF GEORGIA
PETITIONER
Jovita Pedraza-Gonzalez
RESPONDENT NAME:
Juan Miguel Rosario
LAST KNOWN ADDRESS
UNKNOWN
CIVIL ACTION FILE NO.
19-1-5652-52

NOTICE OF PUBLICATION
 TO: Juan Miguel Rosario
 BY ORDER OF THE COURT FOR SERVICE BY PUBLICATION DATED 08/16/2019 YOU ARE HEREBY NOTIFIED THAT ON 08/02/2019, PETITIONER FILED SUIT AGAINST YOU FOR DECLARATION OF CUSTODY FOR 2 MINOR CHILDREN, J.R. YOB 12/24/2006, & J.R. YOB 09/06/2002.
 YOU ARE REQUIRED TO FILE WITH THE CLERK OF SUPERIOR COURT, 70 HAYNES ST. MARIETTA, GA 30090 AND TO SERVE UPON THE PLAINTIFF JOVITA PEDRAZA GONZALEZ, 5252 ERNEST BARRETT PARKWAY, LOT 78, MARIETTA, GA. 30064.
 YOU ARE TO RESPOND WITH AN ANSWER IN WRITING WITHIN SIXTY (60) DAYS OF 13th day AUGUST 2019.
 WITNESS, THE HONORABLE Judge C. LaTain "Tain" Kell, Judge of the Superior Court of Cobb County
 Chapter 1 Section 490.
 08:30; 09:06, 2019

MDJ-1571
GN-06
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Marietta, County of Cobb, in the State of Georgia under the trade name: CARS N ATLANTA and that the nature of said business is: used auto broker and that said business is composed of the following: CARS N&N AT-

8007 Clerk of Superior Court

lanta, LLC 2072 Airport Industrial Park Dr Marietta, GA 30060.
 This 20th day of August, 2019.
Rebecca Keaton
 Clerk of Superior Court
 Cobb County
 8:30;9:6-2019

MDJ-1572
GN-06
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Marietta, County of Cobb, in the State of Georgia under the trade name: C & H Agency and that the nature of said business is: insurance and that said business is composed of the following: Foundation Risk Partners, Corp. 2985 Gordy Parkway, 1st Floor Marietta, GA 30066.
 This 20th day of August, 2019.
Rebecca Keaton
 Clerk of Superior Court
 Cobb County
 8:30;9:6-2019

MDJ-1573
GN-06
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB

The undersigned hereby certifies that they are conducting a business in the City of Marietta, County of Cobb, in the State of Georgia under the trade name: THE POKE COMPANY and that the nature of said business is: casual fast food and that said business is composed of the following: JCSNITY, LLC 1688 Pennington Ter Marietta, GA 30062.
 This 20th day of August, 2019.
Rebecca Keaton
 Clerk of Superior Court
 Cobb County
 8:30;9:6-2019

MDJ-1574
GN-06
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB

Notice is hereby given that KEYURI PANKAJKUMAR PATEL through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 21st day of August 2019, praying for a change in the name of THE PETITIONER from KEYURI PANKAJKUMAR PATEL to KEYURI PATEL.
 Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.

8007 Clerk of Superior Court

PRAKASH PARMAR
 Attorney for Petitioner
REBECCA KEATON
 Clerk of Superior Court
 Cobb County
 8:30;9:6,13,20-2019

MDJ-1685
GN-15
IN THE SUPERIOR COURT
FOR THE COUNTY OF COBB
STATE OF GEORGIA
PETITIONER:

Julie Sonshein Adelman-Schlosberg
CIVIL ACTION NUMBER 19-1-6166-53
NOTICE OF PETITION
TO CHANGE NAME
 Notice is hereby given that Julie Sonshein Adelman-Schlosberg through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 21st day of August 2019, praying for a change in the name of THE PETITIONER from Julie Sonshein Adelman-Schlosberg to JULIE ADELMAN-SCHLOSBERG.
 Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.
JULIE ADELMAN SCHLOSBERG
 Petitioner

REBECCA KEATON
 Clerk of Superior Court
 Cobb County
 8:30;9:6,13,20-2019

MDJ-1686
GN-15
IN THE SUPERIOR COURT
FOR THE COUNTY OF COBB
STATE OF GEORGIA
PETITIONER:

DIANNE W. GIBBONS
CIVIL ACTION NUMBER 19-1-6200-49
NOTICE OF PETITION
TO CHANGE NAME
 Notice is hereby given that DIANNE W. GIBBONS through the undersigned, filed his/her petition with the Superior Court of Cobb County, Georgia, on the 21st day of August 2019, praying for a change in the name of THE PETITIONER from DIANNE W. GIBBONS to DIANNE W. GIBBONS.
 Notice is hereby given pursuant to law to any interested or affected party to appear in said Court and to file objections to such name change. Objections must be filed with the said Court within thirty (30) days of the filing of said petition.

Rebecca Keaton
 Clerk of Superior Court
 Cobb County
 8:30;9:6,13,20-2019

CLERK, SUPERIOR COURT
 PREPARED BY:
 TENISE A. COOK (GA Bar No. 125706)
 JOHN M. MORHART (GA Bar No.

8007 Clerk of Superior Court

601715)
ATTORNEYS FOR PLAINTIFF
 Ruben Lublin, LLC
 3145 Avalon Ridge Place, Suite 100
 Peachtree Corners, Georgia 30071
 (678)812-4639 (Telephone)
 (404)921-9016 (Facsimile)
 tcCook@rubinlublin.com
 jmorhart@rubinlublin.com
 8:30;9:6,13,20-2019

MDJ-1692
GN-14
 Pursuant to O.C.G.A. Section 17-5-54 (6), notice is hereby submitted to the under named individual that personal property having been held for a period in excess of ninety (90) days from the date of seizure shall be forfeited to the Marietta-Cobb-Smyrna Narcotics Unit unless claim is made to A. Jason Saliba, Assistant District Attorney (770) 528-3079, 70 Haynes Street, 3rd Floor, Marietta, Ga. 30060 within thirty (30) days.
 Matthew Ballenger Taurus handgun
 S/N SEX41103

REBECCA KEATON
 SUPERIOR COURT CLERK
 8:30;9:6-2019

MDJ-1740
GN-14
IN THE STATE COURT OF
COBB COUNTY
STATE OF GEORGIA
BABBY BARNER
 Plaintiff,
 VS
PAPA JOHN'S USA INC.
AND BRIAN CRUZ
 Defendant.

Civil Action Number: 19-A-207-4
NOTICE OF PUBLICATION
 TO: BRIAN CRUZ
 By Order for service by publication dated the 22ND of August, 2019, you are hereby notified that on January 17, 2019, Bobby Barner, filed a Complaint against you.
 You are required to file with the Clerk of the State Court of Cobb County at 12 East Park Square, Marietta, GA 30090 and to serve upon plaintiff's attorney Righ W. Gregghouse, 260 Peachtree St. NE, Atlanta, GA 30309.
 Bids and waive any formalities.
 08:16, 23, 30; 09:6, 2019

MDJ-1442
GN-05
City of Kennesaw
Request For Proposals
 The City of Kennesaw is accepting sealed bids for the resurfacing of seven (7) streets of various lengths including milling and resurfacing. Copies of the bid document may be obtained by contacting the City Clerk at dclaytor@kennesaw-ga.gov. No bid will be considered unless accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the bid made payable to the City of

8020 Service/Construction Bids

Kennesaw. The successful Bidder shall be required to furnish a Contract Performance Bond equal to one hundred percent (100%) of the contract price and a Payment Bond equal to one hundred ten percent (110%) of the contract price, with the terms and surety to be approved by the City of Kennesaw; and furnish satisfactory proof of carriage of the insurance required. It is agreed the unit quantities shown in the Specifications are approximate only and the bid is based on a lump sum price. The contract sum will only increase or decrease by a change in the project scope and by change order approved by the City. No bidder may withdraw his/her bid within one hundred twenty (120) days after the actual date of the opening thereof. This project must be completed by Friday, December 6, 2019. Payment will be made to the contractor each calendar month based on the estimated work completed and in place as described by the standard specifications. Final payment of amounts withheld or deposited in escrow will not be made until the State Highway Engineer and the City of Kennesaw have certified the work has been satisfactorily completed and accepted. Two (2) copies of the bid submitted package shall be submitted in a sealed envelope, plainly marked with bidders' name, address, and "Street Resurfacing" on the outside of the envelope to the City Clerks Office, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, before 3:00 pm EDT on Monday, September 23, 2019. Bids received after the deadline will not be considered. The City reserves the right to reject any and all bids. The City of Kennesaw also reserves the right to waive any informalities or technicalities relative to any or all bids or proposals and to request any additional information or clarification deemed necessary for the evaluation of any bid or proposal.
 8:30;9:6,13

MDJ-1482
GN-05
City of Acworth
REQUEST FOR PROPOSALS
RFP 19-011

Naming Rights for Amphitheater
 The City of Powder Springs is soliciting proposals to associate a corporate name with the City's new public assembly / outdoor entertainment amphitheater. This opportunity will forge a partnership between the private and public sectors. For the corporate partner, naming rights can mean far more than traditional advertising and marketing buys. Naming rights will give the corporation an opportunity to showcase its products/services at the facility, while creating a cost efficient method to advertise and brand itself. Proposals will be received by the City of Powder Springs at the office of the City Clerk, 4484 Marietta Street, Pow-



**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	The Police Department is requesting authorization to scrap or sell seven Police vehicles.
Agenda Comments:	Authorization for 2009 Ford Crown Vic 2FAHP71V59X100410 (142508 miles); 2009 Ford Crown Vic 2FAHP71V79X100411 (128815 miles); 2001 Chevrolet Silverado 1GCEC14W11Z132182 (125524 miles); 2008 Ford Crown Vic 2FAFP71V18X128484 (104061 miles); 2008 Harley Police Cycle 1HD1FHM118Y529251; 2012 Harley Policy Cycle 1HD1FHM15CB609516; 2012 Harley Police Cycle 1HD1FHM15CB609564. Police Chief recommends approval. Police Chief recommends approval.
Funding Line(s)	



**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	Receipt of the August 2019 crime statistics.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
August 2019 Crime Stats	9/11/2019	Presentation



To: Chief Westenberger

Re: August 2019 Crime Stats

	August 2019	Prev. Month + -	YTD	Prev. Year + -
Incidents	1266	+116	9223	-95
Citations	512	-262	5513	-704
Warnings*	648	-286	7054	+1181
Arrests	46	-28	443	-78
Part 1 Crime	64	+13	355	+62
Homicide	0	NC	0	NC
Rape	3	+2	6	-1
Robbery	2	+2	7	+1
Aggravated Assault	1	-2	19	NC
Larceny	50	+13	275	+54
Burglary	1	+1	19	-11
Auto Theft	7	NC	29	+12
Arson	0	NC	0	NC

*Does not include verbal warnings.

Sincerely,

Wm. Craig Graydon

Lieutenant Craig Graydon
Commander – Criminal Investigations Division





**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	City Manager reports, discussions and updates.
Agenda Comments:	
Funding Line(s)	



**Regular Meeting Agenda
10/7/2019 6:30 PM
Council Chambers**

Title of Item:	Mayoral and City Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor and/or City Council to any Board, Committee, Authority or Commission requiring an appointment to fill any vacancy, resignation, and to create or dissolve committees, as deemed necessary.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Board Liaisons	3/28/2019	Backup Material
911 Advisory Board	4/2/2019	Backup Material
Art & Culture Commission	8/12/2019	Backup Material
Cemetery Preservation Commission	8/27/2019	Backup Material
City/Sports Association	1/7/2019	Backup Material
Construction Board of Adjustment and Appeals	1/7/2019	Backup Material
Depot Park Amphitheatre Committee	4/16/2019	Backup Material
Ethics Board	1/29/2019	Backup Material
Events Committee	7/15/2019	Backup Material
Historic Preservation Commission	7/9/2019	Backup Material
Keep Kennesaw Beautiful	7/15/2019	Backup Material
Kennesaw Citizens Advisory Committee	9/25/2019	Backup Material
Kennesaw Development Authority	1/7/2019	Backup Material

Kennesaw Downtown Development Authority	1/24/2019	Backup Material
License Review Board	1/7/2019	Backup Material
Planning Commission	1/7/2019	Backup Material
Public Art Commission	3/6/2019	Backup Material
Recreation Center Development Committee	1/7/2019	Backup Material
Urban Redevelopment Agency	9/25/2019	Backup Material

2019 Mayor's Appointments

COUNCIL LIAISON TO BOARDS
ART & CULTURE COMMISSION
David Blinkhorn
CITY SPORTS EXECUTIVE
Pat Ferris
Chris Henderson
CEMETERY PRESERVATION
James Eaton
David Blinkhorn
KEEP KENNESAW BEAUTIFUL
Tracey Viars
HPC
Pat Ferris
KDA
Chris Henderson
KDDA
Tracey Viars
PLANNING COMMISSION
David Blinkhorn
YOUTH COUNCIL
COUNCIL APPT OF MAYOR PRO TEM
Chris Henderson

COURTS (term indefinite):

PHILIP TAYLOR, Chief Judge

CHARLES CHESBRO, Assisting Judge

JOEL SIEGEL, Judge Emeritus

H. LUKE MAYES (Assisting Probable Cause Judge)

BENTLEY, BENTLEY & BENTLEY, Law Firm and Solicitor

MAULDIN & JENKINS, LLC, Auditor

CROY ENGINEERING, City Engineer

JEFF DROBNEY, City Manager

DEBRA TAYLOR, City Clerk

2019 KENNESAW/ACWORTH 9-1-1 ADVISORY BOARD

Members ratified by the City Council

Meet as needed

MEMBERS	PHONE, FAX, EMAIL
Jeff Drobney Kennesaw City Manager	770-424-8274(w) jdrobney@kennesaw-ga.gov
Brian Bulthuis Acworth City Manager	770-974-3112 (w) bbulthuis@acworth.org
Bill Westenberger Kennesaw Chief of Police	770-422-2505 (w) 678-414-9651 (c) wwestenberger@kennesaw-ga.gov
Wayne Dennard Acworth Chief of Police	770-974-1232 (w) 770-652-9948 (c) wdennard@acworth.org
Pat Ferris, Primary Kennesaw Councilmember	404-599-5761 (c) pferris@kennesaw-ga.gov
Chris Henderson, Alternate Kennesaw Councilmember	404-599-6189 (c) chenderson@kennesaw-ga.gov
Tim Richardson Acworth Alderman	770-974-3112 (City Hall) trichardson@acworth.org
Gene Pugliese Acworth Alderman	770-974-3112 (City Hall) gpugliese@acworth.org
Linda Davis Kennesaw 911 Director	404-664-3665 (c) ldavis@kennesaw-ga.gov
Randy Crider Cobb County Fire	770-528-8000 (w) randy.crider@cobbcounty.org
Metro Ambulance	Devan Seabaugh 770-693-8402 (w) Devan.Seabaugh@MAAS911.com

2019 ART AND CULTURE COMMISSION

Est. by Ordinance 2013-15; 7 members (1 architect, 1 art council or foundation member, 2 residents, 1 college/university professor or student, 1 City business owner, 1 KDA member); staggered 2-year and 3-year terms; Commission meets 3rd Thursday of each month at 6:30 PM in the Council/Court Chambers.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Karen Backus, Chair	2705 Windsor Ct NW Kennesaw 30144 backuskaren@gmail.com 404-229-7529	2019 [2 yr term]
Clemens Bak	13 Boones Ridge Parkway Acworth 30102 crbakdesign@yahoo.com 770-676-4156	2019 [3 yr term]
Daniel Barnard	3365 Fawn Trail Marietta, GA 30066 Danielbarnard68@att.net (c) 678-551-3823	2019 [3 yr term]
Valerie Dibble	9609 Loblolly Lane Roswell 30075 vdibble@kennesaw.edu 404-702 2960 (cell)	2019 [2 yr term]
Kim R Meacham, Secretary	3793 N Hampton Dr., Kennesaw 30144 krmeacham@bellsouth.net (c) 770.354.6963	2019 [3 yr term]
Jessica Patterson	4522 Rambling Road Kennesaw 30144 jkpatterson12@gmail.com 404 713-5345	2019 [2 yr term]
Carol Sills	1514 Barksdale Court NW Kennesaw 30152 csills2859@att.net 678-290-9199	2019 [3 yr term]
Staff Liaison: Darryl Simmons	(770) 424-8274 ext 3121 dsimmons@kennesaw-ga.gov	---
Council Liaison: David Blinkhorn	dblinkhorn@kennesaw-ga.gov 404-599-6185	---
P&R Staff Liaison: Amanda Glass	aglass@kennesaw-ga.gov 770-424-8274 ext 3205	

Kennesaw Council Chambers
2529 J. O. Stephenson Avenue, Kennesaw 30144

2019 CEMETERY PRESERVATION COMMISSION

Cemetery Preservation Commission Members – 9 members - 4 year staggered terms. Created by Ordinance No. 2001-03, updated by Ord. No. 2002-33, 2007-28 and 2014-06. Meets every 2nd Thursday at 4:00 p.m. in City Hall Training Room.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mark Bishop	5636 Forest Place Acworth, GA 30102 mark.bishop@comcast.net 678-910-9859	Dec 2021
Joe Bozeman, Jr. Vice Chair	Jbox807349@aol.com 1510 Wimbledon Dr., NW Kennesaw, GA 30144 (c) 404-444-2018 (h) 770-428-1607	Dec. 2021
Mickey Bozeman	3359 Kimberly Road Kennesaw 30144 charlesbozeman@comcast.net (c) 770-315-7505	Dec. 2020
Andrew Bramlett	Honorary Commission Member lpbramlett@hotmail.com	
Lewis P. Bramlett Secretary	2990 Summerfield Court Kennesaw 30152 lpbramlett@hotmail.com (c) 770-235-5888	Dec. 2020
Mary Helyn Hagin Chair	mhhagin@gmail.com (h) 770-427-5563 (c) 404-316-2154 1459 Ridgeway Drive Acworth, GA 30102	Dec. 2020
Loriann White	1140 Liberty Grove Road Alpharetta 30004 (404) 406-0617 loriannwhite83@gmail.com	Dec. 2021
<i>Vacant</i>		Dec. 2017
<i>Vacant</i>		Dec. 2020
Council Liaison: James Eaton, Primary	(c) 404-496-2565 jeaton@kennesaw-ga.gov	---
Council Alternate: David Blinkhorn	(c) 404-599-6185 dblinkhorn@kennesaw-ga.gov	

Staff Liaison: Jeff Drobney City Manager	jdrobney@kennesaw-ga.gov	---
Staff Liaison: Lea Addington, Assistant City Clerk	laddington@kennesaw-ga.gov	---
Staff Liaison: Ricky Stewart Public Works Director	rstewart@kennesaw-ga.gov	---
Staff Liaison: Rod Bowman, Public Works Sexton	rbowman@kennesaw-ga.gov	

2019 CITY/SPORTS ASSOCIATION EXECUTIVE COMMITTEE

Committee meets the 3rd Tuesday of January, April, July and October @ 7:30 AM
at the Ben Robertson Community Center, Administrative Conference Room.
Ordinance No. 2007-07 Establishing.

MEMBERS	PHONE, FAX, EMAIL
Jeff Drobney	jdrobney@kennesaw-ga.gov
Steve Roberts, Parks & Recreation Director	sroberts@kennesaw-ga.gov
Deann Aldridge (President, Kennesaw Futbol Club)	Ahight15@gmail.com cell: 678-428-2636
Brandi Miller (President, Kennesaw Girls Softball)	bmiller.masondev@gmail.com cell: 770-329-8741
Zack Typher (Kennesaw Baseball), Chair	presidenttofka@gmail.com cell: 678-749-8018 home:
Kenny Phillips (President, Kennesaw Youth Football Association)	phillipskenn@gmail.com Cell: 404-396-9181
Billy Warren, P&R Assistant Director	bwarren@kennesaw-ga.gov cell: (404) 664-2771
Trici Styles, Secretary	dstyles@kennesaw-ga.gov 770-422-9714 ext. 3211
Pat Ferris Council Liaison	pferris@kennesaw-ga.gov 404-599-5761
Chris Henderson Alternate Council Liaison	chenderson@kennesaw-ga.gov 404-599-6189
Joshua Hunter P&R, Program Coordinator	jhunter@kennesaw-ga.gov 770-422-9714 ext. 3013

2019 CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS

Board formed by Ordinance No. 2006-06 and Resolution No. 2006-31, 2006. 7 members, will include an architect/engineer, building contractor, electrical contractor, mechanical contractor, plumbing contractor, and two (2) at-large positions. 4-year terms. Board meets on an as-needed basis. Bylaws adopted by Resolution 2006-51.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mike Graham	Mike Graham Construction Inc. 3481 Canton Road Marietta, GA 30066 mgci89@yahoo.com Phone: 770-928-6036	Dec. 2022
Don Massaro	Integrity Fire Extinguisher LLC 1606 Donovans Ridge Kennesaw, GA 30152 integrityextg@gmail.com Phone: 404-680-3328	Dec. 2022
Dennis McKeon, Sr. Vice-Chairman	D. McKeon Heating & Air Conditioning Inc. 2260 Moon Station Court Bldg 300 Kennesaw, GA 30144 dennis@dmckeon.com Phone: 770-425-8779	Dec. 2022
Rob Moon	Stone Forest Materials General Manager 2501 South Main Street Kennesaw, GA 30144 rob@stoneforest.net Phone: 770-590-1700	Dec. 2022
Jim Quigley Chairman	North Cobb Electrical Services, Inc. P.O. Box 613 Kennesaw, GA 30156 jquigley@ncobbelectrical.com Phone: 678-449-6028	Dec. 2022
Greg Teague	Croy Engineering 200 Cobb Parkway North #413 Marietta, GA 30062 gteague@croyengineering.com Phone: 770-971-5407	Dec. 2022
<i>Vacant</i>		Dec. 2022
Scott Banks, Building Official	City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw 30144 sbanks@kennesaw-ga.gov 404-964-3298	---

2019 DEPOT PARK AMPHITHEATRE COMMITTEE

Meets as needed. Established April 15, 2019

MEMBERS	PHONE, FAX, EMAIL
Mike Everhart	michael@greatgigdance.com 678-793-8435
Bob Fox	rfox@kennesaw-ga.gov 770-424-8274 ext.3101
Gary Hasty, KDDA rep.	ghasty@kennesaw-ga.gov (c) 404-219-1801
Dale Hughes	dale@jeremiah360.com 678-575-4396
Marty Hughes	mhughes@kennesaw-ga.gov 770-424-8274 ext. 3017
Keith Perissi	keithperissi@mindspring.com 678-575-4396
Steve Roberts	sroberts@kennesaw-ga.gov 770-424-8274 ext 3210
Tracey Viars	tvians@kennesaw-ga.gov 404-822-8589
Candice Wharton	candicewharton@gmail.com 770-596-2594
Joyce Yung	joycekyung@bellsouth.com 404-987-9181

2019 ETHICS BOARD MEMBERS

5 members, 2-year terms - Board meets 3rd Tuesday of April & October, 6:30 p.m. in the Ben Robertson Community Center. Qualifications: City resident with residency of 12 months prior to serving as a member. Shall not be a member of any other board or commission. Established by Ordinance dated December 19, 1994.

MEMBERS	PHONE, FAX, E-MAIL	TERM EXPIRES
Brian Boughner	bkboughner@bellsouth.net 678-595-5759	Dec. 2019
Ron Davis	2619 Winterthur Main NW Kennesaw, GA 30144 Rodavis57@gmail.com 404-909-9157	Dec. 2020
Chelsey Kinsinger	3153 Kirkwood Drive NW Kennesaw, GA chelsey.kinsinger@gmail.com 404-543-4970	Dec. 2019
Robert Quigley	2633 Morningside Trail Kennesaw, GA 30144 rquigley@cobbcounty.org (c) 404-941-4603 (w) 770-499-4617	Dec. 2020
Karen Whipple	3748 Park Trace, Kennesaw Ga 30144 kwhipple@bellsouth.net 404-538-8085	Dec. 2019

2019 EVENTS COMMITTEE

Effective February 1, 2010, appointed by the Mayor. Members comprised of the following department heads or their designees – Parks & Recreation, Police, Public Works, Smith-Gilbert Gardens, Museum, Public Relations, Assistant to City Manager, Economic Development, and Building Services. Committee meets on the 1st Thursday of each month at 3:30 PM at Ben Robertson Community Center, and has the authority to make policy decisions. One vote per department.

DEPARTMENT	E-MAIL & PHONE
PARKS & RECREATION Amanda Glass Brittani Farmer Steve Roberts	aglasss@kennesaw-ga.gov 770-422-9714 ext 3028 bfarmer@kennesaw-ga.gov 770-422-9714 ext 3013 sroberts@kennesaw-ga.gov 770-422-9714 ext 3210
POLICE <i>Vacant</i> Sgt. Adam Hainline	ahainline@kennesaw-ga.gov 404-423-8271
PUBLIC WORKS Ricky Stewart David Wilson	rstewart@kennesaw-ga.gov 678-458-4179 dwilson@kennesaw-ga.gov 404-857-6263
SMITH-GILBERT GARDENS Mark Wolfe	mwolfe@kennesaw-ga.gov 770-919-0248 ext 3249
MUSEUM <i>Vacant</i> Nichole Alexander	nalexander@kennesaw-ga.gov
CITY MANAGER <i>Vacant</i>	
COMMUNICATIONS Rebecca Graham	bgraham@kennesaw-ga.gov 770-424-8274 ext 3018
ECONOMIC DEVELOPMENT Miranda Jones-Taylor	mjones@kennesaw-ga.gov 678-255-7836
BUILDING SERVICES Scott Banks	sbanks@kennesaw-ga.gov 678-794-0730
FACILITIES Robbie Balenger	rbalenger@kennesaw-ga.gov 678-674-3387
KDDA Mark Allen	mark@lazyguybrands.com

2019 HISTORIC PRESERVATION COMMISSION

7 members, 2-year terms - Board meets 3rd Tuesday @ 8:00 a.m. in Council Chambers. Qualifications: City and County residents with a majority being City residents. Members serve 2 year terms.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mary Baldwin Secretary	3846 Maybreeze Road Kennesaw 30144 marykb@gmail.com (c) 770-401-2121	Dec 2020
Rachel Butler	4192 Gramercy Main Kennesaw 30144 rachelzmadrid@gmail.com 770-842-9902	Dec 2019
Mike Ferguson	3939 Jim Owens Road Kennesaw 30152 Mferguson3939@gmail.com (c) 770-235-2302	Dec. 2020
Patrick Gallagher	2575 Fairlawn Downs NW Kennesaw 30144 pgallagher@partneresi.com patgallagher2019@gmail.com 404-661-2420	Dec. 2020
Brandi May Chair	4318 Brighton Way Kennesaw, GA 30144 (c) 770-500-0598 maybrandi@att.net	Dec. 2019
Robert Sterling	3843 Nowlin Road Kennesaw 30144 bsterling@dot.ga.gov (c) 770-885-5669	Dec 2020
Kevin Whipple	1261 Wynford Colony NW Marietta 30064 whipple.kevin@gmail.com (c) 404-309-4988	Dec. 2019
Council Liaison: Pat Ferris	404-599-5761 pferris@kennesaw-ga.gov	---
Staff Liaison: Darryl Simmons	(w) (770) 424-8274 dsimmons@kennesaw-ga.gov	
Staff Liaison: Jeff Drobney	(w) (770) 424-8274 jdrobney@kennesaw-ga.gov	---

2019 KEEP KENNESAW BEAUTIFUL BOARD

Formerly GreenSpace Committee then Environmental Committee. Created 06/20/05 Resolution No 2005-39, revised 02/06/12 Resolution No. 2012-10. The Board shall consist of no less than seven (7) members. Membership is open to City residents, Cobb County residents, and City staff, with the majority of members being City residents; the residency requirements may be waived in the event there are not enough interested City residents to fill a majority of vacant memberships. City Council members may serve as liaison members of the Board but shall not be voting members; Mayor is an ex-officio member. Members (re)appointed by the Mayor and City Council. Two-year terms. Meets the 2nd Thursday of each month, 6:00 p.m. in the Chambers.

MEMBERS	PHONE, EMAIL, ADDRESS	TERM EXPIRES
Aaron Budsock	3214 Shirley Drive NW Kennesaw 30144 aaron.m.budsock@gmail.com (c) 404-987-3783	Dec. 2020
Annette Clark:	2931 Stilesboro Ridge Court Kennesaw 30152 annetteclark4116@att.net (c) 770-597-4116	Dec. 2019
Carrie Pinson	3147 Justice Mill Court NW Kennesaw 30144 clpinson@comcast.net (c) 770-310-5222	Dec. 2020
Kimberly Taylor	4420 Wooded Oaks NW Kennesaw 30152 kimberlytaylor102012@gmail.com (c) 678-815-4880	Dec. 2020
Trent Trees	3423 Owens Pass Kennesaw, GA 30152 (h & w) 770-917-8699 trenttrees@aol.com	Dec. 2020
Grey Won, Public Works Staff Liaison	(c) 470-651-8610 gwon@kennesaw-ga.gov	
Mayor Derek Easterling, ex-officio member	(c) 404-496-2563 deasterling@kennesaw-ga.gov	
Ricky Stewart, Public Works Director ex-officio member	(c) 678-458-4179 rstewart@kennesaw-ga.gov	
Council Liaison: Ex-officio member Tracey Viars	(c) 404-822-8589 tvians@kennesaw-ga.gov	

2019 KENNESAW CITIZENS ADVISORY COMMITTEE

Meets the 4th Thursday of each month (except Nov. & Dec. then they meet on 3rd Thursday) at 6:30 p.m. in the Council Chambers, established March 30, 2011. An advisory committee to the City Manager; 2-year terms

MEMBERS	PHONE, EMAIL, ADDRESS	TERM EXPIRES
Bobby Copeland, Secretary	P.O Box 1119 Kennesaw, GA 30156 323-816-7347 bcopelan2003@yahoo.com	Dec. 31, 2019
Jacque Cullins	P. O. Box 475, Kennesaw 30156-0475 770-422-7667 Jc7667@aol.com	Dec. 31, 2020
Glenn Dawkins	2641 Ives Way NW Kennesaw 30152 dawkinsg@gmail.com (c) 954-247-8573	Dec. 31, 2020
Carlene Fregeolle	2549 Park Drive NW Kennesaw 30144 carlenefregeolle@yahoo.com 678-464-4146	Dec. 31, 2019
Teresa Huey	2081 Twelve Oaks Circle NW thuey2@bellsouth.net 770-429-8079 (h) 678-200-5162 (c)	Dec. 31, 2019
Antonio Jones	1870 Grant Court NW Kennesaw 30144 Antoniojones89@gmail.com 267-625-3379 (c)	Dec. 31, 2019
Bill Maxson	2500 S. Main Street Kennesaw, GA 30144 (c) 404-823-3177 (w) 770-423-1969 wamaxson@aol.com	Dec. 31, 2019
Michelle Newman	1620 Clifton Downs Court Kennesaw 30144 404-416-9243 (c) new8241@bellsouth.net	Dec. 31, 2019
Dave Peeples	4010 Palisades Main Kennesaw 30144 pdpeeples@gmail.com (c) 706 537 7005	Dec. 31, 2019
Kathy Rechsteiner	3291 McGarity Lane Kennesaw 770-330-3297 (c) Srechst3@kennesaw.edu	Dec. 31, 2020
David Shock, Chair	2010 Jebbs Ct. NW Kennesaw 30144 Davidshock30144@outlook.com 770-425-0590	Dec. 31, 2020
Candice Wharton	1957 Barrett Knoll Circle Kennesaw 30152 candicewharton@gmail.com (c) 770-596-2594	Dec. 31, 2020
Joyce Yung Vice Chair	2046 Ellison Way 404-987-9181 Joycekyung@bellsouth.net	Dec. 31, 2019

2019 KENNESAW DEVELOPMENT AUTHORITY

7 members 4-year terms created by Resolution 1995-15 - Board meets the 3rd Wednesday of each month at 6:00 p.m. in Council Chambers. Qualifications: The directors shall be taxpayers residing in the county or municipal corporation for which the authority is created, and their successors shall be appointed as provided by the resolution provided for in Code Section 36-62-4. The governing authority of a county or municipality may appoint no more than one member of the governing authority as a director.

MEMBERS	PHONE, FAX, EMAIL	TERM EXP.
Richard Blevins, Jr.	3895 Collier Trace Kennesaw 30144 richardblevins@cobbcountylaw.com (w) 678-354-2290 (c) 678-428-2264	Dec. 2021
Jay Brimberry	4225 Highcroft Main NW Kennesaw 30144 jbrimberry@kennesaw-ga.gov (c) 678-794-5332	Dec. 2019
Bob Cook	3618 N. Hampton Drive Kennesaw bcook@kennesaw-ga.gov (c) 678-524-9953 (h&w) 770-422-2487	Dec. 2019
Lisa Neff	3843 Princeton Oaks Kennesaw 30144 Lneff@kennesaw-ga.gov (c) 678-491-9179	Dec. 2019
Keith Palmer	2318 Holden Way Kennesaw 30144 kpalmer@kennesaw-ga.gov 404-983-4099	Dec. 2021
Nimesh Patel	4154 Havenwood Court Kennesaw, GA 30144 npatel@kennesaw-ga.gov (H & cell) 404-597-1063	Dec. 2021
Matt Riedemann	4111 Kentmere Main NW Kennesaw 30144 mriedemann@kennesaw-ga.gov (c) 678-231-4579	Dec. 2021
Wanda Steele (Staff)	(w) 770-424-8274 wsteele@kennesaw-ga.gov	
Council Liaison: Chris Henderson	(c) 404-599-6189 chenderson@kennesaw-ga.gov	
Staff Liaison: Bob Fox	(w) 770-424-8274 rfox@kennesaw-ga.gov	---

2019 KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY

7 members, 4-year terms - Board meets 2nd Tuesday at 7:30 am in the Council/Court Chambers.

Qualifications are: (a) City resident, and/or (b) Owner/Operator of business in Downtown Development Area and resident of County, or (c) Owner/Operator of a business in the Downtown Development Area and a resident of the State of Georgia (1 member only); 8 hours of training in downtown development and redevelopment programs within 12 months. Created by Resolution 1995-16, OCGA 36-42-7

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Mark Allen	2950 Moon Station Road NW Kennesaw 30144 mallen@kennesaw-ga.gov (w) 770-485-0081 (c) 678-480-9740	Dec. 2021
Joe W. Badgett, Jr.	3166 Cherokee Street Kennesaw, Ga 30144 (w) 770-928-4550 (c) 404-435-7850 jbadgett@kennesaw-ga.gov	Dec. 2021
Gary Hasty,	2887 Boone Dr., NW Kennesaw, GA 30144 (w) 404 216-7299 (c) 404-219-1801 ghasty@kennesaw-ga.gov	Dec. 2019
Donna Hogan	2126 Randolph Circle Kennesaw 30144 (c) 404-787-6599 dhogan@kennesaw-ga.gov	Dec 2019
Chad Howie	3008 Cherokee Street NW Kennesaw 30144 chowie@kennesaw-ga.gov (w) 770-702-1223 (c) 770-789-3350	Dec. 2021
David Lyons,	3573 Bramwell Crossing Kennesaw, GA 30144 (cell) 678-300-6302 dlyons@kennesaw-ga.gov	Dec. 2019
Leslie Steinle	3895 Greensward View NW Kennesaw 30144 lsteinle@kennesaw-ga.gov (w) 678-581-6567 (c) 205-706-7999	Dec 2021
Council Liaison: Tracey Viars	(c) 404-822-8589 tviars@kennesaw-ga.gov	
Staff Liaison: Bob Fox	(w) 770-424-8274 ext 3101 rfox@kennesaw-ga.gov	
Staff: Miranda Jones-Taylor (recording secty)	(w) 770-424-8274 mjones@kennesaw-ga.gov	

2019 LICENSE REVIEW BOARD

Effective October 1, 2002. 3 members. Board meets as necessary to consider Due Cause Hearings. Qualifications: Either a resident of the City or have an ownership interest as principal shareholder, general partner or sole proprietor in at least one business located in the City of Kennesaw. A maximum of 1 alcoholic beverage license holder, if any, may serve on the Board. Post 1 and 2 serve 2-year terms, Post 3 serves 1 year terms. No term limits.

MEMBERS	PHONE, FAX, E-MAIL	TERM EXPIRES
Post 1 David Burns	2410 Confederate Trail Kennesaw, GA 30152 (h) 770-420-2441 (c) 404-314-3744 crazyvol@bellsouth.net DBurns@IAAI.com	Dec. 2020
Post 2 Maulik (Jr.) Patel	2778 Main St, Kennesaw, GA 30144 maulikhetal513@gmail.com (c) 678-858-4755	Dec. 2020
Post 3 Kevin Tidwell	2865 Shillings Chase Court Kennesaw, GA 30152 (c) 404-273-4517 kevinctidwell@gmail.com	Dec. 2019

For hearings, also contact:		
Attorney Jamie Wingler	Bentley, Bentley & Bentley 272 Washington Avenue Marietta, GA 30060 jamie.wingler@bbandblaw.com	770-422-2300 770-424-5820 (fax)
Attorney Sam Hensley	Bentley, Bentley & Bentley 241 Washington Avenue, NE Marietta, GA 30060 sphensleyjr@hotmail.com	770-422-2300 770-424-5820 (fax)

2019 PLANNING COMMISSION MEMBERS

**7 members, 3-year terms - Board meets 1st Wednesday at 7:00pm in Council Chambers.
Qualifications: City resident, registered voter.**

MEMBERS	PHONE, FAX, EMAIL	TERMS EXPIRES
Donald Bergwall	3140 Brookeview Lane NW Kennesaw jdbergwall@aol.com (c) 937-243-2673	Dec. 2020
Keisha Danielle Edwards	4245 Carillon Trace NW Kennesaw 30144 kdanielleedwards@yahoo.com (c) 404-491-5103	Dec. 2019
Dan Harrison, III	1487 Shoup Court NW Kennesaw 30152 (h + cell) 954-560-6924 danielbharrison@hotmail.com	Dec. 2019
Joshua Logelin	4243 Brighton Way NW Kennesaw 30144 joshua.logelin@gmail.com (c) 919-271-7596	Dec. 2019
Cindi Michael, Vice Chair	2998 North Main Street Kennesaw 30144 (c) 770-422-0463 cmichael@kennesaw-ga.gov	Dec. 2020
Cam Perdue	2986 Carrie Drive Kennesaw 30144 (c) 404-944-1179 perduecam@yahoo.com and cam.perdue@orionbuild.design	Dec. 2019
Doug Rhodes, Chair	5670 Deerfield Place Kennesaw, GA 30144 (w) 770-684-0102 (cell) 770-362-5181 dougrhodes@att.net	Dec. 2020
Council Liaison: David Blinkhorn	404-599-6185 dblinkhorn@kennesaw-ga.gov	
Staff Liaison: Darryl Simmons, Zoning Administrator	(w) 770-590-8268 ext 3121 (cell) 404-392-0870 dsimmons@kennesaw-ga.gov	
Diane Wrobleski, Staff/Secretary	(w) 770-590-8268 ext 3120 dwrobleski@kennesaw-ga.gov	

2019 PUBLIC ART COMMISSION

Est. April 17, 2017; 5 members (1 KDDA, 2 Art & Culture Commissioners, Zoning Administrator, 1 Downtown Development Coordinator); 2-year terms; Commission meets as needed.

MEMBERS	PHONE, FAX, EMAIL	TERM EXPIRES
Art & Culture: Jessie Blowers	4234 West Mill Trail Kennesaw 30152 blowers.jessie@gmail.com 678-756-1066 (c)	Dec 2019
Art & Culture: Karen Backus	2705 Windsor Ct NW Kennesaw 30144 backuskaren@gmail.com 404-229-7529	Dec 2019
KDDA: Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 ghasty@kennesaw-ga.gov (w) 404 216-7299 (c) 404-219-1801	Dec 2019
Zoning Administrator Darryl Simmons	dsimmons@kennesaw-ga.gov 770-424-8274 ext. 3121	
Downtown Development Coordinator Miranda Jones-Taylor	mjones@kennesaw-ga.gov 770-424-8274	

Kennesaw Council Chambers
2529 J.O. Stephenson Avenue, Kennesaw 30144

2019 RECREATION CENTER DEVELOPMENT COMMITTEE

**Temporary Committee – Committee meets as-needed in the
Ben Robertson Community Center, 2753 Watts Drive, Kennesaw
Established April 16, 2018**

MEMBERS	PHONE, FAX, E-MAIL
Tom Bills	Cobb County Parks & Recreation Tom.Bills@cobbcountry.org
Mike Dixon	Michaeldixon6560@gmail.com
Jeff Drobney, Chair	City Manager, City of Kennesaw jdrobney@kennesaw-ga.gov
Jacee Garrett	jaceegarrett@gmail.com
Jimmy Gisi	Parks & Recreation Director, Cobb County jgisi@cobbcounty.org
Chris Henderson	Councilmember, City of Kennesaw chenderson@kennesaw-ga.gov
Brianca Louis	Student, Kennesaw Mountain High Sch. briancamlouis17@gmail.com
Samuel McGlashan	samuelmcglashan@gmail.com
Catherine Mockalis	catherinemockalis@gmail.com
Cindi Michaels	Vice Chair, Planning Commission cmichaels@kennesaw-ga.gov
David Shock	Secretary, Kennesaw Citizens Advisory Committee dshock@kennesaw.edu

Steve Roberts	Parks & Recreation Director, Kennesaw sroberts@kennesaw-ga.gov
Billy Warren	Building Facilities Manager, Kennesaw bwarren@kennesaw-ga.gov
Halli Watson	

2019 URBAN REDEVELOPMENT AGENCY

**Appointed August 18, 2003. Urban Redevelopment Agency shall consist of three members who shall serve terms of office of three years.
Activated through Resolution #2003-13 (9/02/03)**

Board meets on an as-needed basis.

MEMBERS	PHONE, FAX, E-MAIL	TERM ENDS
Sharon Pell	2807 Amhurst Way Kennesaw, GA 30144 PellSharon0@gmail.com	09/03/22
Arthur Hunt, Chair	770-423-0137 (w) 770-423-0020 (h) 6065 Woodland Court, 30152 huntrube@bellsouth.net	09/01/20
Herb Richardson, Secretary	2025 Dobbins Drive Kennesaw 30144 68herb@gmail.com 770-265-9734 (cell)	09/01/21

11/15/04: Mayor Church appointed Arthur Hunt to complete the term of Charles Respert who moved out of the area.

11/15/04 Mayor Church reappointed Steve Zimba for another 3 year term.

01/18/05 M+C appointed Tom Headlee to replace Steve Shelton for term ending 9/01/06

07/18/06: Accepted letter of resignation from Steve Zimba

10/02/06: Appointed Mike Sesan and Theresa Ledford

10/11/06: Accepted resignation from Tom Headlee Jr.

11/05/07: Reappointed Mike Sesan to another 3 year term ending 9/1/10

01/05/09: Reappointed Arthur Hunt to another 3 year term ending 9/1/11

01/20/09: Accepted resignation from Theresa Ledford

03/02/09: Appointed Herb Richardson to fill term of Theresa Ledford ending 9/1/09

09/08/09: Reappointed Herb Richardson for another 3 year term ending 9/1/12

09/30/10: Mike Sesan did not want to be reelected to the URA committee

09/07/10: Tim Evans appointed by M&C to replace Mike Sesan for 3 year term ending 9/1/13

11/07/11: Arthur Hunt reappointed with term ending 2014

02/20/12: Tim Evans resigned and moved out of state

08/20/12: Herb Richardson reappointed with term ending 2015

01/07/13: Cindy Giles appointed to complete the term of Tim Evans

09/08/15: Herb Richardson reappointed with term ending 2018

09/06/16: Cindy Giles reappointed with term ending 2019

09/05/17: Arthur Hunt reappointed with term ending 2020

08/20/18 Herb Richardson reappointed with term ending 2021

09/16/19 Sharon Pell appointed with term ending 2022