

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



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

**City Council
Meeting Agenda
March 2, 2020 6:30 PM
Council Chambers**

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. CALL TO ORDER

IV. ANNOUNCEMENTS

- A. Promotional Announcement:
Introduction of newly promoted Police Lieutenant, Joy Policarpio. Lt. Policarpio was formally promoted on February 22, 2020. Congratulations to Lieutenant Policarpio!

V. PRESENTATIONS

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Appointment of Lea Addington as City Clerk, effective April 1, 2020 to replace Debra Taylor, the retiring City Clerk. Congratulations Lea!

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. FINAL PUBLIC HEARING: Approval of an ORDINANCE to amend Chapter 6, entitled "Alcoholic Beverages," to amend Section 6-70(b) of said chapter regarding exemptions to requirement of permit to serve alcohol within the City Limits of Kennesaw, GA.

This is an update to the alcohol ordinance related to exemptions to the requirement of a permit to serve alcohol is being requested to increase efficiency in using volunteers at temporary city-sponsored or non-profit fundraising events where non-compensated persons are authorized to serve alcohol. The ordinance

amendment outlines an exemption for such volunteers. Legal ads ran on February 14, 2020 and February 21, 2020 to advertise the ordinance change. The first public hearing was held on the February 17, 2020 Mayor & Council regular meeting. The Economic Development Director recommends approval.

- B. FINAL PUBLIC HEARING: Approval of an ORDINANCE to amend Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," and adding a new section under Chapter 4 "Site Design Standards," Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing).

The proposed code amendments address the housing use that deals directly with purpose built student housing located within city limits. The proposed zoning district to be added to chapter four along with the associated definitions was presented to the Planning Commission at their regular scheduled meeting February 5, 2020. Don Bergwall motioned to adopt the code amendments and new zoning district as submitted, seconded by SaVaughn Irons. Vote 3-0. Legal reviewed and helped develop. This public hearing item was postponed from the February 17, 2020 Mayor and Council meeting. Upon further discussion and review of the new definitions in Chapter 1 and zoning district in Chapter 4, City staff and legal are reviewing possible additions and or revisions for discussion at the February 24th work session and possible adoption at the March 16th Mayor and Council meeting.

XI. CONSENT AGENDA

- A. Approval of the February 17, 2020 Mayor and City Council meeting minutes.
- B. Approval of RESOLUTION authorizing a polling location change for precinct KE2A from Kennesaw Mountain High School, 1898 Kennesaw Due West Road to New Beginnings United Methodist Church, 2975 Cobb Parkway.

Due to escalating security concerns and associated costs, as well as difficulty securing polling rooms with suitable voter access when students are on site, Cobb County Board of Elections & Registration recommend polling locations be moved out of schools wherever possible. Precinct KE2A at Kennesaw Mountain High School will be relocated to New Beginnings United Methodist Church which is 3.1 miles from the existing polling place, and will adequately serve the 3,682 active registered voters. This precinct change was approved by Cobb County and was effective January 14, 2020. The City Clerk recommends approval in accordance with Kennesaw Charter §5.06 and O.C.G.A. §21-2-260.
- C. Approval of a RESOLUTION authorizing a two-year contract with newly appointed City Clerk Lea Addington, effective April 1, 2020. This contract will be for a term of two years. The Mayor recommends approval.

- D. Approval of RESOLUTION authorizing Program Year 2020 Community Development Block Grant (CDBG) Subrecipient Agreement between Cobb County and City of Kennesaw.

The Cobb County Board of Commissioners has appropriated \$128,977 for the City of Kennesaw's continuation of the Community Development Block Grant (CDBG) program. This grant will be used for curb and gutter replacement and stormwater improvements in Woodland Acres infrastructure improvements. Before the funds can be awarded, the City must execute a Subrecipient Agreement with Cobb County that stipulates the City will comply with the responsibilities outlined for the CDBG program. Agreement has been reviewed by legal. Request is for Council to authorize the Mayor to sign the 2020 CDBG Subrecipient Agreement. The Public Works Director recommends approval.

- E. Final plat for one parcel splitting into two parcels as submitted by Parke Lammerts/Core Property Capital. Property identified as 2601 Summers Street.

Property identified as Land Lot 167, Tax Parcel 40 within the Central Business District. This final plat is being submitted for purpose of subdividing one parcel into two separate parcels (tracts 1 & 2) for future mixed-use development to be known as Kennesaw Town Center. Plan Review Committee has reviewed the submitted plat, which is in compliance, and recommends approval of the plat creating two separate tracts.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

- A. Consideration for approval of an Alcohol License for Beer, Wine and Sunday Sales for Gigi & Oghy LLC d/b/a Italia Mediterranean Grill located at 2655 Cobb Parkway, Suite 201, Kennesaw, GA 30152. Applicant: Ogechi Tartaglione.

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 are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quiet enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence. Sec. 6-43 refers to all locations within 600 of a religious assembly. This location is within 600 feet of a church. Sec 6-43 states the mayor and city council may waive the distance requirement of this section if satisfactory evidence shall be produced that no adverse effect to property values or the use of the facilities for the aforesaid purposes would occur if a license was granted. Finance Director recommends approval.

100.0000.32.1100 Application Fee \$350.00

- B. Consideration for approval for a Massage Therapist license for Xiaohong Wang. Ms. Wang is the owner of Hong Therapy LLC, d/b/a Sunshine Massage to be located at 2839 Cherokee Street, Kennesaw, GA 30144.

The applicant has submitted the complete application with the required documentation per Ordinance Sec 22-218 and 22-219: employment history, current health certificate and three character references. Background check investigation results are on file. Finance Director recommends approval.

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

XIV. INFORMATION TECHNOLOGY

RICK ARNOLD, Operations Specialist
JOSHUA GUERRERO, Systems Administration Specialist

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

- A. Approval of a RESOLUTION to authorize bid award and contract with J.G. Leone Enterprises, INC. for Smith Gilbert Gardens Visitor Center – Phase 1 and Depot Park – Phase 6 & 7.

The City issued a Request for Bids (RFB) for the furnishing of all materials, labor, tools, skills, equipment and incidentals necessary for the construction of the Smith Gilbert Gardens Visitor Center – Phase 1 and Depot Park – Phase 6 & 7. The request was duly advertised in the Marietta Daily Journal. The City received and opened five bids for the above referenced project on February 06, 2020. The low bid was submitted by J.G. Leone Enterprises, Inc for \$3,849,013.87. Croy Engineering recommends approval and to authorize the Mayor to sign contract, pending legal review.

SPLOST 2011 - SGG Event Building - 310.4228.54.1480

SPLOST 2016 - Smith Gilbert Gardens - 310.4228.54.1498

SPLOST 2011 - Depot Park - 310.4228.54.1481

SPLOST 2016 - Economic Development - 310.4228.54.1497

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. 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.

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
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Promotional Announcement: Introduction of newly promoted Police Lieutenant, Joy Policarpio. Lt. Policarpio was formally promoted on February 22, 2020. Congratulations to Lieutenant Policarpio!
Agenda Comments:	
Funding Line(s)	



Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers

Title of Item:	Appointment of Lea Addington as City Clerk, effective April 1, 2020 to replace Debra Taylor, the retiring City Clerk. Congratulations Lea!
Agenda Comments:	
Funding Line(s)	



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	FINAL PUBLIC HEARING: Approval of an ORDINANCE to amend Chapter 6, entitled "Alcoholic Beverages," to amend Section 6-70(b) of said chapter regarding exemptions to requirement of permit to serve alcohol within the City Limits of Kennesaw, GA.
Agenda Comments:	This is an update to the alcohol ordinance related to exemptions to the requirement of a permit to serve alcohol is being requested to increase efficiency in using volunteers at temporary city-sponsored or non-profit fundraising events where non-compensated persons are authorized to serve alcohol. The ordinance amendment outlines an exemption for such volunteers. Legal ads ran on February 14, 2020 and February 21, 2020 to advertise the ordinance change. The first public hearing was held on the February 17, 2020 Mayor & Council regular meeting. The Economic Development Director recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	2/13/2020	Ordinance
02-21-20 Legal Ad	2/21/2020	Legal Ad
02-14-20 Legal Ad	2/14/2020	Legal Ad

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2020-____, 2020

AN ORDINANCE TO AMEND CHAPTER 6, ENTITLED “ALCOHOLIC BEVERAGES,” OF THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SO AS TO AMEND SECTION 6-70(b) OF SAID CHAPTER REGARDING EXEMPTIONS TO REQUIREMENT OF PERMIT TO SERVE ALCOHOL WITHIN THE CITY LIMITS OF KENNESAW, GEORGIA.

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

SECTION 1. Chapter 6 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended so as to amend Section 6-70(b) of said Chapter. The text of said Section 6-70(b) is set out in the attached Exhibit A, which is incorporated as a part of this ordinance as if fully set out herein. Said Section 6-70(b) is stricken in its entirety and replaced as follows:

~~(b) *Exemption.* The licensee to whom an alcoholic beverage license has been issued under this chapter is not required to obtain a server permit.~~

b) *Not required.* A server permit is not required of the following:

(1) The licensee to whom an alcoholic beverage license has been issued under this chapter.

(2) An approved substitute licensee, as approved by the business license division.

(3) Any non-compensated person authorized by law to serve alcoholic beverages and is working at a temporary, City-sponsored event or a temporary, non-profit fundraising event for which an alcoholic beverage license has been issued under this chapter.

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

PASSED AND ADOPTED by the Kennesaw City Council this _____ day of March, 2020.

ATTEST:

CITY OF KENNESAW:

Debra Taylor, City Clerk

Derek Easterling, Mayor

EXHIBIT A

Sec. 6-70. - Permit holders of licensees—Applications, issuance, and denials.

- (a) *For whom required.* The following persons shall be required to apply for and obtain a valid server permit from the City of Kennesaw for each establishment that sells alcoholic beverages at which such person works:

- 1) All employees and independent contractors who sell and/or serve alcoholic beverages at a premise licensed under this chapter.
- (2) Any person acting in a managerial and/or security capacity, except for law enforcement personnel, at the licensed premise, regardless of whether such person sells and/or serves alcoholic beverages.

- (b) ~~*Exemption.* The licensee to whom an alcoholic beverage license has been issued under this chapter is not required to obtain a server permit.~~

b) *Not required.* A server permit is not required of the following:

(1) The licensee to whom an alcoholic beverage license has been issued under this chapter.

(2) An approved substitute licensee, as approved by the business license division.

(3) Any non-compensated person authorized by law to serve alcoholic beverages and is working at a temporary, City-sponsored event or a temporary, non-profit fundraising event for which an alcoholic beverage license has been issued under this chapter.

- (c) *Application and issuance.* Except as otherwise provided, no person requiring a server permit may be employed by an establishment holding a license under this chapter until such person has been issued a server permit from the Kennesaw Police Department indicating the person is eligible for employment. All applications required by this section shall be investigated by the police department and shall include, among other things, (1) fingerprinting; (2) an appropriate photo taken by the Kennesaw Police Department that accurately represents the appearance of the applicant; (3) proof of acceptable identification; (4) a copy of the applicant's Social Security card to verify that it is unrestricted; and, (5) an investigation of the criminal record, if any, of the applicant. Acceptable identification for purposes of this subsection shall mean any of the following: (i) a copy of a valid Georgia photo identification issued to the applicant; (ii) a valid Georgia driver's license issued to the applicant; (iii) a valid driver's license or identification card issued by another state to the applicant along with a copy of student identification card from a college or school

located in the State of Georgia; or, (iv) a valid passport together with a resident alien card or a permanent resident card issued by the United States government to the applicant. The applicant must pay a reasonable fee as determined by the city for processing and issuance of the server permit; said fee must be paid in cash, by check, or by other method of payment considered acceptable by the city; and, if paid by check the city may place a hold on the issuance of the server permit until the check clears the bank. Failure to provide any of the documentation or information referenced above, or the omission or falsification of any material information in an application for server permit shall be a violation of this chapter and grounds for the denial, suspension or revocation of any such server permit.

- (d) *Time limit.* All persons subject to the provisions of this section shall report to the Kennesaw Police Department for purposes of being fingerprinted and make application and be approved for a server permit before beginning work at any establishment holding a license for alcoholic beverages.
- (e) *Letter of eligibility; term; fee.* Any server permit issued under this section shall expire 12 months from and after the date of issue unless earlier suspended or revoked by the mayor and city council of the City of Kennesaw. The Kennesaw Police Department may prescribe regulations for certifying the eligibility for continued employment without the necessity of the employee being again fingerprinted. The Kennesaw Police Department may prescribe reasonable fees for certifying the eligibility for a server permit.
- (f) *List of employees to be filed.* It shall be the duty of all persons holding any license to sell alcoholic beverages to keep on file on the premises the actual current server permit or a copy of the current server permit for all persons required to have such permit who work at that establishment.
- (g) *Possession of permits by employees.* Each and every server permit holder shall, at all times during his or her working hours, have his or her server permit available for inspection at the premises of the licensee.
- (h) *Permit holder on premises.* At all times that the business is open, the licensee shall have at least one server permit holder on the premises.
- (i) *Other grounds for denial of server permit.* In addition to the other requirements in this section, the Kennesaw Police Department shall not issue server permit to any applicant:
 - (1) Who is not a citizen of the United States or an alien admitted for permanent residence and who has been granted employment authorization to work within the United States by the United States Department of Homeland Security or a person who has otherwise been granted employment authorization by the United States Department of Homeland Security to work within the United States.

- (2) Who has been convicted within five years immediately prior to the application for server permit of soliciting for prostitution, pandering, letting premises for prostitution, or any charge relating to the sale of alcoholic beverages.
 - (3) Who has been convicted or pled guilty to within five years immediately prior to the application for server permit of:
 - a. Any felony under the laws of any state or of the United States of America;
 - b. Two or more convictions for any alcohol or drug related offense; or,
 - c. For whom there exists any outstanding warrant charging such person with any crime described in this section, provided that this section shall not apply to private clubs as defined in this chapter.
 - (4) Who is on probation or on parole for any drug or alcohol related offense.
- (j) (*Grounds for suspension, revocation, probation.* No server permit that has been issued or which may hereafter be issued under this section shall be suspended, revoked or placed on probation except for due cause as defined in this subsection, and after a hearing and upon written notice to the permit holder of the time, place and purpose of such hearing and a statement of the charge or charges upon which such hearing shall be held. Five calendar days' notice shall be deemed reasonable, but shorter or longer periods of notice shall be authorized as the city manager may deem the circumstances to justify so long as the permit holder is provided reasonable notice of the hearing. "Due cause" for the suspension or revocation of the server permit shall consist of the violation of any laws or ordinances regulating the sale of alcoholic beverages or the violation of any state or federal law or local ordinances set out in this section; or for the omission or falsification of any material in any application; or for any reason which would authorize the refusal of the issuance of a permit; or any violation of this chapter. All hearings shall be before the license review board at a specially called meeting and shall be conducted in the manner provided in [section 6-63](#) of this chapter. After the hearing, if the license review board determines due cause exists, the license review board may suspend, revoke or place on probation for a maximum of 12 months, with or without conditions, the server permit. The permit holder whose server permit was suspended, revoked or probated by the license review board may appeal to the mayor and city council of the City of Kennesaw pursuant to [section 6-63](#) of this chapter.

heard relative thereto.

2:14,21-2020

MDJ-5414
GPN-13
City of Kennesaw
Rezoning Request

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for rezoning request submitted by Fountain Residential Partners. Said request to rezone property located at 1465 Shiloh Road (currently zoned R-30), total acreage consisting of 4.4 +/- acres. Property to be rezoned from City R-30 to City RM-12. Lying in Land Lot 60, Tax Parcel 31, of the 20th District, 2nd Section, Cobb County Georgia.

Said meetings shall be held before the Planning Commission on March 04, 2020 at 7:00PM and the Mayor and Council will hold a public hearing on March 16, 2020, at 6:30PM both meetings to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

2:14,21-2020

MDJ-5471

GPN-13

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 February 17, 2020 and March 2, 2020 at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Ch. 6 "Alcoholic Beverages", of the Code of Ordinances of the City of Kennesaw, Georgia, so as to amend Sec. 6-70(b) of said chapter regarding exemptions to requirement of permit to serve alcohol within the City limits. A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

2:14,21-2020

MDJ-5583

GPN-13

COBB COUNTY BOARD OF ZONING APPEALS VARIANCE HEARING AGENDA March 11, 2020

REGULAR CASES-NEW BUSINESS
V-26 ENEMIAS ERAZO (Enemias Erazo, owner) requesting a variance to 1) reduce the side setback for an accessory structure under 650 square feet (408 square foot out building) from the required 10 feet to two (2') feet (existing); and 2) reduce the rear setback for an accessory structure under 650 square feet (408 square foot out building) from the required 35 feet to seven (7') feet (existing) in Land Lot 158 of the 17th District. Located on the south side of Zelma Street, west of Sanddown Road (165 Zelma Street).
V-27 MATTHEW JOHNSON (Matthew J. Johnson and Sherilyn H. Johnson, owners) requesting a variance to 1) reduce the required setbacks for an accessory structure over 1,000 square feet (approximately 1,180 square foot

ADA Coordinator at 770/528-1900 or more than 48 hours before the date of the above meeting.

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060
2:21-2020

8070

Probate

MDJ-5174

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE:

ANGELO SAHLZGHI GEBREHIWET,
DECEASED

ESTATE NO. 20-0129

NOTICE OF PETITION TO FILE

FOR YEARS SUPPORT

The Petition of SARA AYNALEM GEBREHIWET, for a years support from the estate of ANGELO SAHLZGHI GEBREHIWET, Deceased, for Decedents Surviving Spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before **FEBRUARY 25, 2020**, why said Petition should not be granted.

All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Tara C. Riddle

Associate Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5175

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

GERARD CLIFTON GOLD,
DECEASED

ESTATE NO. 20-0123

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: whom it may concern:
TINA MARIE GOLD has petitioned to be appointed Administrator of the estate of GERARD CLIFTON GOLD deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting

tion may be granted without a hearing.

Tara C. Riddle
Associate Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5179

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

ROY R. BUEHLER,
DECEASED

ESTATE NO. 19-1016

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: to whom it may concern:
CATHERINE A. LUCAS AND CHRISTOPHER L. BUEHLER has petitioned to be appointed Administrators of the estate of ROY R. BUEHLER deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 24, 2020**.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5180

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

JONATHAN W. SCOTT, JR.,
DECEASED

ESTATE NO. 20-0147

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: to whom it may concern:
WANDA W. SCOTT has petitioned to be appointed Administrator of the estate of JONATHAN W. SCOTT, JR. deceased, of said County. (The Petitioner

has petitioned to be appointed Administrator of the estate of ROBERT ELDRIDGE THORN deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 24, 2020**.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5184

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

ROBERT ELDRIDGE THORN
DECEASED

ESTATE NO. 20-0090

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: WHOM IT MAY CONCERN
KERRY LYNNE THORN SANDERS has petitioned to be appointed Administrator of the estate of ROBERT ELDRIDGE THORN deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 24, 2020**.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5185

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

DOUGLAS PATRICK DUFF, JR.,
DECEASED

ESTATE NO. 20-0158

fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5189

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

PROMISE ISAAC,
DECEASED

ESTATE NO. 19-1966

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

To Isaac Isaac, Jones Isaac, and Michelle Isaac by and through their Guardian Ad Litem Patricia Ammori and to whom it may concern:
KATE UNIFORME ISAAC has petitioned to be appointed Administrator of the estate of PROMISE ISAAC deceased, of said County. The Petitioner has also applied for waiver of bond and grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 24, 2020**.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5190

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

ANNA MARY BELL BLAKE,

not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 24, 2020**.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:31;2:7,14,21-2020

MDJ-5327

GPN-18

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: ESTATE OF

LINDA ELIZABETH CUMMING,
DECEASED

ESTATE NO. 19-1078

PETITION BY PERSONAL REPRESENTATIVE FOR WAIVER OF BOND AND/OR GRANT OF CERTAIN POWERS NOTICE

LINDA L. ALTON has petitioned for waiver of bond and/or for the grant of certain powers contained in O.C.G.A. § 53-12-261 in regard to the above estate. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **MARCH 2, 2020**.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770) 528-1900
2:7,14,21,28-2020

business is composed of the following: Nicolas Trujillo 521 Hammond Drive Sandy Springs, GA 30328. This 10th day of February, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
2:14,21-2020

MDJ-5529
GPN-6

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 Smyrna, County of Cobb, in the State of Georgia under the trade name: LowCountry Catering and that the nature of said business is: Providing full-service catering and event planning services and that said business is composed of the following: LowCountry Barbecue, Inc. 2000 S. Pioneer Drive, Smyrna, GA 30082. This 7th day of February, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
2:14,21-2020

MDJ-5545
GPN-06

NOTICE OF INCORPORATION

Notice is given that Articles of Incorporation which will incorporate **Segers Contracting Inc.** have been delivered to the Secretary of State for filing in accordance with the Georgia (Business) Corporation Code. The initial registered office of the corporation is located at 2723 Chimney Springs Dr. Marietta, Georgia 30062 and its initial registered agent at such address is Laura Segers.

2:14,21-2020

MDJ-5549
GPN-06

NOTICE OF MERGER

Notice is given that a certificate of merger which will effect a merger by and between **Valeris Medical, Inc.** a Georgia Corporation and **Maruho Medical, Inc.** a Delaware Corporation, has been delivered to The Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger is **Maruho Medical, Inc.**, a corporation incorporated in the state of Delaware. The registered office of such corporation is located at 1209 Orange Street, Wilmington, DE 19801 and its registered agent at such address is The Corporation Trust Company.

2:14,21-2020

marie Spillane, Annamaria Pausen, Kevin Thomas Spillane, Margaret Scott Spillane, Lisa Spillane on behalf of Jeffrey C. Spillane, owners) requesting rezoning from R-30, NRC, PSC and GC to RSL for the purpose of supportive senior living in Land Lots 66 and 83 of the 19th District. Located at the southeast corner of Dallos Highway and McConnell Road (691 McConnell Road). (Previously continued by the Planning Commission from the February 5, 2020 Planning Commission hearing until the April 7, 2020 Planning Commission hearing).

2-13(2020) **ARTURO MARTINEZ** (Iglesia Misionera Roca De Solvacion, Inc., owner) requesting rezoning from PSC to NRC for the purpose of a church in Land Lot 190 of the 18th District. Located at the southwest intersection of Mableton Parkway and Boggs Road (6170 and 6190 Mableton Pkwy. and 529 Boggs Road). (Previously held by the Planning Commission from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

2-14(2020) **ANDRES ESTRADA** (Atlanta Safety Brake Service, Inc., owner) requesting rezoning from GC to NRC for the purpose of light auto repair and office in Land Lot 34 of the 18th District. Located at the western end of Sydney Ann Boulevard, and on the east side of James Road (1498 Sydney Ann Boulevard). (Previously continued by Staff from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

2-19(2020) **TRATON, LLC** (David Jesse McDougall and Sandra Lee Walls, owners) requesting rezoning from R-20 to RSL for the purpose of non-supportive senior living in Land Lot 218 of the 16th District. Located on the northeast side of North Booth Road, south of Shiloh Road (676 and 730 North Booth Road). (Previously continued by the Planning Commission from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

2-20(2020) **CORES INDUSTRIAL PARTNERS, LLC** (Green Acres Mobile Home Estates, Inc. and White Lake Water Fowl, LLC, owners) requesting rezoning from MHP to LI for the purpose of an office/warehouse in Land Lots 377 and 421 of the 18th District. Located on the southwest side of Oak Ridge Commerce Way, north of Oak Ridge Road (No address). (Previously continued by Staff from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

The above meeting, please call the Coordinator at 770-794-5558 no later than 48 hours before the date of the above meeting.

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060
2:14-2020

MDJ-5471
GPN-13

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 February 17, 2020 and March 2, 2020 at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Ch. 6 "Alcoholic Beverages", of the Code of Ordinances of the City of Kennesaw, Georgia, so as to amend Sec. 6-70(b) of said chapter regarding exemptions to requirement of permit to serve alcohol within the City limits. A copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

2:14,21-2020

8070

Probate

MDJ-4982
GPN-18

IN THE PROBATE COURT OF COBB COUNTY

STATE OF GEORGIA

IN RE: ESTATE OF

DONNA MARIE WALLACE,

DECEASED

ESTATE NO. 20-0079

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

To whom it may concern: **BENJAMIN STURM** a/k/a **BEN STURM** has petitioned to be appointed Administrator of the estate of **DONNA MARIE WALLACE** deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 17, 2020**. **BE NOTIFIED FURTHER:** All objections to the Petition must be in writing, setting forth the grounds of any such

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: TO WHOM IT MAY CONCERN: **LINDA S. SOVIE** has petitioned to be appointed Administrator of the estate of **SHIRLEY MAE STARY** deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 17, 2020**.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
1:24,31; 2:7,14-2020

MDJ-4987
GPN-18

IN THE PROBATE COURT OF COBB COUNTY

STATE OF GEORGIA

IN RE: ESTATE OF

DANIEL AUGUSTINE MESSINEO,

DECEASED

ESTATE NO. 20-0074

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: whom it may concern: **ANGEL DAWN BUZBEE** has petitioned to be appointed Administrator of the estate of **DANIEL AUGUSTINE MESSINEO** deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing,

IN RE: ESTATE OF PA MODOU KAH, DECEASED ESTATE NO. 20-0108 PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: whom it may concern: **LAMIN NJIE** has petitioned to be appointed Administrator of the estate of **PA MODOU KAH** deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before **FEBRUARY 17, 2020**.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey,
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770) 528-1900
1:24,31; 2:7,14-2020

MDJ-4992
GPN-18

IN THE PROBATE COURT OF COBB COUNTY

STATE OF GEORGIA

IN RE: ESTATE OF

CHARLES ROBERT BATTEN, JR.,

DECEASED

ESTATE NO. 19-2247

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: **CHARLES ROBERT BATTEN** and to whom it may concern: **DEBORAH MAE SMITH** has petitioned to be appointed Administrator of the estate of **CHARLES ROBERT BATTEN, JR.** deceased, of said County. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing,

IN THE PROBATE COURT OF COBB COUNTY STATE OF GEORGIA

IN RE: **ANGELO SAHLZGHI GEBREHIWET, DECEASED**

ESTATE NO. 20-0129

NOTICE OF PETITION TO FILE FOR YEARS SUPPORT

The Petition of **SARA AYNALM GEBREHIWET**, for a years support from the estate of **ANGELO SAHLZGHI GEBREHIWET**, deceased, for Decedent's Surviving Spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before **FEBRUARY 24, 2020**, why said Petition should not be granted.

All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Tara C. Riddle
Associate Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770) 528-1900
1:31,2; 2:7,14,21-2020

MDJ-5175
GPN-18

IN THE PROBATE COURT OF COBB COUNTY

STATE OF GEORGIA

IN RE: ESTATE OF

GERARD CLIFTON GOLD,

DECEASED

ESTATE NO. 20-0123

PETITION FOR LETTERS OF ADMINISTRATION NOTICE

TO: whom it may concern: **TINA MARIE GOLD** has petitioned to be appointed Administrator of the estate of **GERARD CLIFTON GOLD** deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing,



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	FINAL PUBLIC HEARING: Approval of an ORDINANCE to amend Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," and adding a new section under Chapter 4 "Site Design Standards," Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing).
Agenda Comments:	The proposed code amendments address the housing use that deals directly with purpose built student housing located within city limits. The proposed zoning district to be added to chapter four along with the associated definitions was presented to the Planning Commission at their regular scheduled meeting February 5, 2020. Don Bergwall motioned to adopt the code amendments and new zoning district as submitted, seconded by SaVaughn Irons. Vote 3-0. Legal reviewed and helped develop. This public hearing item was postponed from the February 17, 2020 Mayor and Council meeting. Upon further discussion and review of the new definitions in Chapter 1 and zoning district in Chapter 4, City staff and legal are reviewing possible additions and or revisions for discussion at the February 24th work session and possible adoption at the March 16th Mayor and Council meeting.
Funding Line(s)	

ATTACHMENTS:

Description

Upload Date Type

Ordinance	2/25/2020	Ordinance
Exhibit A	2/13/2020	Exhibit
Action minutes Planning Commission	2/6/2020	Backup Material
Updated PowerPoint Data	2/13/2020	Presentation
02-28-20 Legal Ad	2/28/2020	Legal Ad
1.24.2020 MDJ Legal Advertisement	1/28/2020	Legal Ad
1.17.2020 MDJ Legal Advertisement	1/17/2020	Legal Ad

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2020-____, 2020

**AN ORDINANCE TO AMEND THE KENNESAW CODE OF ORDINANCES
BY AMENDING APPENDIX A “UNIFIED DEVELOPMENT CODE,” CHAPTER 1
“GENERAL PROVISIONS,” SECTION 1.09.02 DEFINITIONS, ADDING A NEW
SECTION UNDER CHAPTER 4 SECTION 4.06.00” UNIVERSITY LIVING-PBSH”
(PURPOSE BUILT STUDENT HOUSING)**

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

WHEREAS, the Kennesaw Code of Ordinances of the City of Kennesaw, Georgia Appendix A “Unified Development Code,” Chapter 1 “General Provisions,” will be amended alphabetically to amend the following;

SECTION 1.09.02 Definitions

Family- One or more related persons by blood, legal adoption, or marriage or not more than three (3) persons not related, occupying a dwelling and living as a single housekeeping unit, as distinguished from persons occupying a boardinghouse, rooming house, hotel, or Purpose Built Student Housing as herein defined. Maximum residential occupancy for a residential dwelling unit will be calculated by the number of residents per square foot of floor space as per the currently adopted International Property Maintenance Code.

WHEREAS, the Kennesaw Code of Ordinances of the City of Kennesaw, Georgia Appendix A “Unified Development Code,” Chapter 1 “General Provisions,” will be amended alphabetically to add the following;

Purpose Built Student Housing- a multi-family residential development marketed to affiliates of an academic or professional college or university, or other recognized institution of higher learning. These developments are typically located near college campuses and offer amenities such as individual leases for each occupant, fully furnished units, and residence life programs specific to college students.

WHEREAS, the Kennesaw Code of Ordinances of the City of Kennesaw, Georgia Appendix A “Unified Development Code,” Chapter 4 “Site Design Standards,” will be amended with the addition of new section 4.06.00 as per exhibit A attached hereto.

SECTION 1. BE IT ORDAINED THAT all ordinances, parts of ordinances, or regulations in conflict herewith are repealed as of the effective date of this ordinance.

SECTION 2. BE IT FURTHER ORDAINED THAT should any section of this ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

SECTION 3. BE IT FURTHER ORDAINED THAT this ordinance shall become effective immediately from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of _____, 2020.

ATTEST:

CITY OF KENNESAW:

Debra Taylor, City Clerk

Derek Easterling, Mayor

Exhibit A

4.06.00 UNIVERSITY LIVING PURPOSE BUILT STUDENT HOUSING ("PBSH") DISTRICT

A. Purpose and intent. The PBSH District is established to promote the development of safe, secure, affordable, aesthetically-pleasing student housing apartments for adults attending universities and colleges. Student housing is identified by having at least four of the following characteristics: 1) ability to rent on a per bedroom basis; 2) roommate matching services; 3) flexible lease terms to coincide with academic calendar; 4) furnished apartment units; 5) amenities such as study area, bike share program, and student convenience store; or 6) student life programming. The PBSH District is designed to encourage and provide flexible site plan and building arrangements under a unified plan of development rather than by lot-by-lot regulation. The PBSH District is not intended to encourage greater density of development, but rather to encourage ingenuity and resourcefulness in land planning. The PBSH District is appropriate in the following Future Land Use areas as designated by the City of Kennesaw Comprehensive Plan: High Density Residential; Neighborhood Activity Center; Community Activity Center; and Industrial.

B. Uses. Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed.

The following uses are permitted:

Purpose Built Student Housing

C. Standards for Development.

- a) Minimum acreage required: 4 (four) acres.
- b) Minimum lot area: Not applicable.
- c) Maximum building coverage: 40%.
- d) Maximum impervious surface coverage: 70%.
- e) Density requirement: Not applicable, except to the extent the density calculation is necessary to determine the buffer requirement, if any.
- f) Maximum number of bedrooms per apartment unit: 5 (five) bedrooms.
- g) Maximum number of residents per bedroom: 1 (one) resident.
- h) Minimum lot width at front set back: 75 feet.
- i) Height and structure requirements.
 - i. Maximum building height is 55 feet. However, any structures directly adjacent to single family residentially zoned property shall be limited to a building height of 35 feet;
 - ii. All facades shall be masonry, brick or hardy plank (or substantially similar material) or combination thereof, and the construction material of the façade shall incorporate noise absorbing/blocking material in order to minimize noise. The use of stucco shall be prohibited.
- j) Minimum set back requirements:
 - i. All structures proposed in the PBSH district that abut residential zoning shall be constructed a minimum of 50-feet from the abutting property line. For purposes of this district, residential zoning is any district that permits a residential use, including any district that permits a mixture of residential and non-residential use. The setback requirement under this section as applied to any residential use that permits a mixture

- of residential and non-residential (i.e. CBD, HPV, PVC) is applicable to only those portions that are designated or developed for residential use.
- ii. All structures proposed in the PBSH district that abut non-residential zoning shall be constructed a minimum of 35-feet from the abutting property line.
- k) Landscape buffer and screening requirements.
- i. Any property within a PBSH district which abuts a more restrictively zoned residential property shall have a minimum of 30-foot landscaped screening buffer. More restrictively zoned residential property shall mean those properties that allow for a lesser number of units per acre than the actual density (number of units divided by land area) proposed under the PBSH development plan. The land area, for purposes of calculating the actual density under this section, shall not include floodplain, wetlands, or impervious surface dedicated to common areas (i.e. pool, tennis court, clubhouse, study area, management office).
 - ii. Required buffers may be included within required setbacks; however, in such case that the required buffer is greater than the required setback, the required buffer shall be adhered to. Additionally, necessary private utilities and access drives may be allowed through, over or across a landscaped buffer. Any such uses which are proposed through, over or across a designated undisturbed buffer must be approved pursuant to an original site plan or site plan modification.
 - iii. Objectives. Undisturbed, planted landscaped buffers and berms shall be implemented in connection with a permitted project and shall address the following objectives:
 - (a) Screening to enhance aesthetic appeal;
 - (b) Control or direction of vehicular and pedestrian movement;
 - (c) Reduction of glare;
 - (d) Buffering of noise;
 - (e) Establishment of privacy.
 - iv. Buffers. Landscaped buffers are subject to review and approval by the Zoning Administrator in accordance with the following standards:
 - (a) Plantings are to be a mix of evergreen trees and shrubs.
 - (b) Species are to be ecologically compatible to the site and appropriate for the design situation.
 - (c) Unless public safety concerns dictate otherwise, a buffer should maximize a visual barrier to a height of six feet within two years of planting.
 - (d) Minimum height of plant materials at installation is five feet for trees and two feet for shrubs.
 - (e) Fencing or walls are to be a minimum of six feet in height as approved by the Zoning Administrator.
 - (f) Trees included in buffer planting may be counted toward site density calculations as required by Section 3.07.00 of the UDC pertaining to tree preservation and replacement, subject to review and approval by the Zoning Administrator.
 - (g) Buffers shall be regularly maintained by the property owner to ensure that the objectives and standards are met.
 - (h) When topography and existing conditions allow, the required buffer should be an undisturbed buffer.
 - (i) Any appeals from a determination by the Zoning Administrator shall be to the Mayor and City Council pursuant to Section 10.05.01 of the UDC.

l) Access and Parking requirements:

- i. Submission of a traffic impact study that demonstrates either the development will not have a negative impact on existing traffic conditions or that the negative impacts of the development can be mitigated through traffic improvements that will be incorporated as part of the development plan. Traffic counts shall be no more than three years old from date of the study and shall be taken during a time of year when the academic calendar is in session for nearby universities and schools.
- ii. The principal access for the development shall be an arterial or major collector roadway, as identified in the City of Kennesaw Unified Development Code or similar classification document.
- iii. Parking requirements: Sites shall be designed to accommodate on-site parking for at least one (1) vehicle per bedroom with additional parking for visitors calculated at 0.30 per unit. Parking requirements may be reduced by 1.5% of the overall number of parking spaces required for each of the following design accommodations:
 - (a) Developer has entered into a shared parking agreement with an adjacent commercial or institutional property owner;
 - (b) The development is located within two tenths of a mile (travelling on existing roads and not as the crow flies) from a public transit stop; OMIT
 - (c) The development is located within one quarter of one mile (travelling on existing roads and not as the crow flies) of a post-secondary college or university;
 - (d) The development has dedicated pick-up drop-off space/lanes for a transportation network service or taxi service;
 - (e) The nearby post-secondary college and/or university or a privately run and operated shuttle/transportation company agrees to provide regular shuttle service to and from campus for residents;
 - (f) The development features a bike rack with free lock service.

D. Security requirements:

- a. The property management company shall submit a security plan in accordance with the standards of Crime Prevention through Environmental Design (CPTED). The security plan shall be submitted to the City of Kennesaw Police Department for review and safe-keeping and shall be updated annually at the beginning of each calendar year, no later than January 31. Any such security plan shall require that on-site management shall be required 24 hours per day, seven days per week.
- b. All access points on the property shall be secured with gated entry and shall be self-closing;
- c. The development shall be enclosed with a minimum six-foot high privacy fence along the entire property line.
- d. The property shall be equipped with a security camera system that shall be monitored by the property management company on-site. Any such system shall record and store video images located throughout the common areas, including the parking areas, and signs shall be posted throughout the development notifying residents and visitors of the security camera system;
- e. All common area doors and access gates shall be secured with electronic locks;
- f. All apartment units shall be equipped with a door that features a 180-degree peep hole;
- g. For every 200 parking spaces, the development shall feature at least one Emergency Blue Light Phone that is connected to the Cobb County Public Safety's 24-hour communications center and identify the phone location if the caller is unable to talk.

- h. Lighting: In order to ensure adequate illumination of the development and promote safety and security, the Parking Lot Design Guide standards set forth for Basic Enhanced Security, Security, and High Security as set forth in the Illuminating Engineering Society Lighting Handbook (IESNA), latest edition, as amended, is adopted as the standard for the installation and operating of lighting in parking lots in the PBSH district.
- E. In addition to the district requirements as set forth in this section of the Unified Development Code, the development within the PBSH district shall also comply with all other applicable provisions in the Unified Development Code that do not conflict with this ordinance, including but not limited to, regulations pertaining to the following: floodplain, wetland, water supply, watershed, landscaping, tree, design standard, architectural standards, parking and parking lot design, sidewalks, pathways, storm drainage systems, storm drainage easements, water, sewer, access, lighting, street and roadway, retaining wall, dams, utilities, fences, buffers, berms, mailboxes and irrigations systems, signs, wireless telecommunication facilities, accessory and temporary uses, and incidental and permanent storage.



*Doug Rhodes, Chairman
Cindi Michael, Vice-Chair
Dan Harrison, Don Bergwall ,
Phillip Jackson
SaVaughn Irons*

February 05, 2020

Planning Commission Action Minutes

City Hall Council Chambers

NOTE: Planning Commission serves as an Advisory Board that makes recommendations to the Mayor and Council, which will be heard on February 17, 2020 6:30p.m. unless otherwise noted. Anyone giving comments in the public session are to sign in and note that limitation of 10 minutes per side will be allowed.

I. Call Meeting to Order/Roll Call- Called to order at 7:00pm

Cindi Michael, Phillip Jackson, Don Bergwall and Savaughn Irons in attendance

II. Approval of minutes: January 02, 2020 Meeting-Don Bergwall motioned to approve with edits noted, seconded by Phillip Jackson- vote 3-0

**III. Chair and Vice-Chair- Doug Rhodes nominated and voted as Chairman for 2020 vote 3-0
CindMichaels nominated and voted in as Vice Chairman for 2020
Vote 3-0**

IV. Public Hearing:

1. **Adoption of the Official 2020 Zoning Map** (to include all annexations, de-annexations, rezoning and amendments up to December 31, 2019). This hearing is to present the draft (zoning map) for your consideration and recommendation to the Mayor and Council for their official action of adoption of the City's Zoning Map. The Official Zoning Map, once adopted will reflect all approved annexations, de-annexations, rezoning, and amendments up to and including December 31, 2019. Adopting the official zoning map will provide clarity on the most current zoning district locations within the city limits. The map reflects staff's analysis and recommendations of amendments to land use designations promoting current trends and long-term city planning objectives. Legal advertisement was placed in the Marietta Daily Journal on January 17, 2020 and January 24, 2020. Staff recommends the adoption of the official zoning map. **This matter will be heard before the Mayor and Council at their scheduled meeting of February 17, 2020, at 6:30pm**
Don Bergwall motioned to adopt zoning map as presented, seconded by Phillip Jackson vote 3-0
2. **Unified Development Code Amendment:** The proposed amendment is to amend APPENDIX A "UNIFIED DEVELOPMENT CODE," CHAPTER 1 "GENERAL PROVISIONS," SECTION 1.09.02 DEFINITIONS, ADDING A NEW SECTION UNDER CHAPTER 4 SECTION 4.06.00" UNIVERSITY LIVING-PBSH" (purpose built student housing) **This matter will be heard before the Mayor and Council at their scheduled meeting of February 17, 2020, at 6:30pm**
Don Bergwall motioned to adopt the Purpose built student housing definition and zoning ordinance draft as presented, seconded by SaVaughn Irons, vote 3-0
3. **RZ2020-01 Rezoning Request** Consideration to approve a rezoning request submitted by Oakmont Pacolet Acquisitions LLC for property located at 1630 Stanley Road. Said request to rezone from City R-20 to City LI (Light Industrial) for property containing 46.6+/- acres for purpose of industrial office warehouse and distribution facility. Property identified as Land Lot 213, Tax Parcel 15. **(Mayor and Council 2.17.2020)**

**The next scheduled meeting of the Kennesaw Planning Commission
March 04, 2020 at 7:00pm**





*Doug Rhodes, Chairman
Cindi Michael, Vice-Chair
Dan Harrison, Don Bergwall ,
Phillip Jackson
SaVaughn Irons*

Phillip Jackson motioned to table the rezoning application as requested by the Applicant's attorney letter dated January 31, 2020. The dates are the April 1, 2020 Planning Commission meeting and April 20, 2020 M&C meeting seconded by Don Bergwall vote 3-0

- **ZV2020-01 Variance Request** Consideration to approve a zoning variance request submitted by Oakmont Pacolet Acquisitions LLC for property located at 1630 Stanley Road. Said request to seek variance on the minimum lot width at front setback. Property identified as Land Lot 213, Tax Parcel 15, containing 46.6+/- acres and seeking rezoning to City LI (Light Industrial). **(Mayor and Council 2.17.2020)**

Don Bergwall motioned to table Variance application as requested by the applicant's attorney letter dated January 31, 2020. The hearing dates are –Planning Commission meeting April 1, 2020, M&C meeting April 20, 2020, vote 3-0

V. Staff Comments-**No comments by staff**

VI. Adjournment- **meeting adjourned 8:47pm**

**The next scheduled meeting of the Kennesaw Planning Commission
March 04, 2020 at 7:00pm**



Private Student Housing

City of Kennesaw

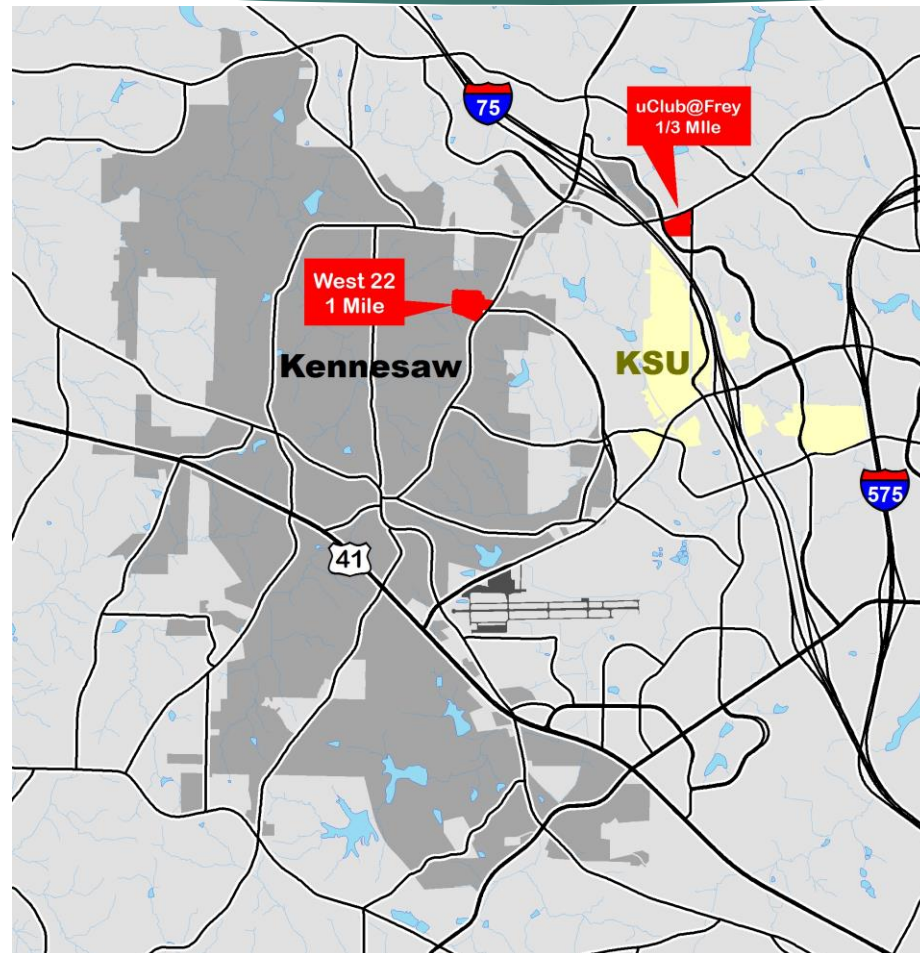
Definition and Terms

Key Distinguishing Factors

1. Units leased by the bedroom
 - ▶ Contain 1 to 5 bedrooms
 - ▶ Pod format is common/not required
 - ▶ Occupancy compliance enforced by management
2. Lease terms aligned with academic calendar year
3. Traditional and student-friendly amenities
 - ▶ Study rooms
 - ▶ Swimming pools
 - Exercise rooms
 - Barbecue/picnic areas
4. Fair Housing Act



Student Housing Locations



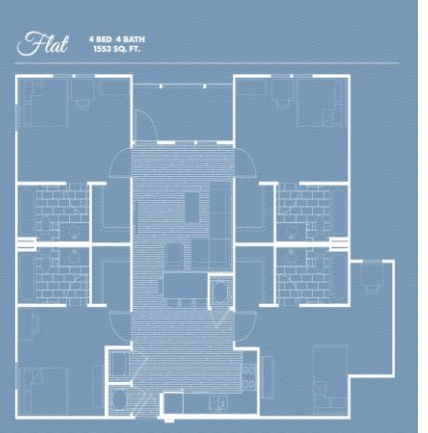
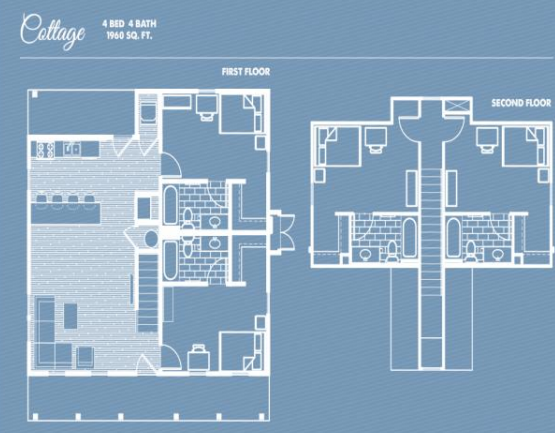
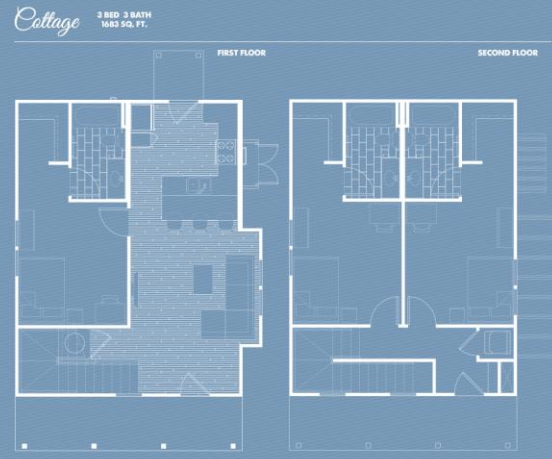
Kennesaw State University

- ▶ Ranking: #231 National University (2018)
- ▶ Total Enrollment: 35,846
- ▶ Undergraduate: 32,945
Graduate: 2,901
- ▶ Full-time: 25,773
Part-time: 10,073
- ▶ Male: 52%
Female: 48%
- ▶ offers more than 150 undergraduate, graduate and doctoral degrees

West 22

- ▶ 245 units- 850 beds
- ▶ May 2011-Obtained rezoning approval to multifamily zoning district RM-12 with accompanying conditions and variances
- ▶ Shuttle service to Kennesaw State University West 22 Started 7/2012 to 8/2014
- ▶ Total acreage of site-23.98 Acres
- ▶ Construction completed in August 2014

WEST 22



UCLUB@Frey

- ▶ September 2010-Obtained rezoning and annexation approval for multifamily zoning district RM-12 with conditions and variances
- ▶ Project built in two phases
- ▶ Phase I construction completed 7/2012
- ▶ 12.83 Acres
- ▶ 135 Units
- ▶ 504 Beds
- ▶ Phase II construction completed 7/2014
- ▶ 6.315 acres
- ▶ 102 Units
- ▶ 408 Beds

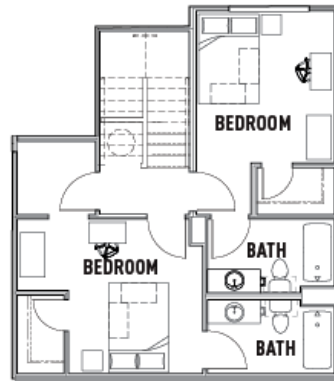
UCLUB@Frey



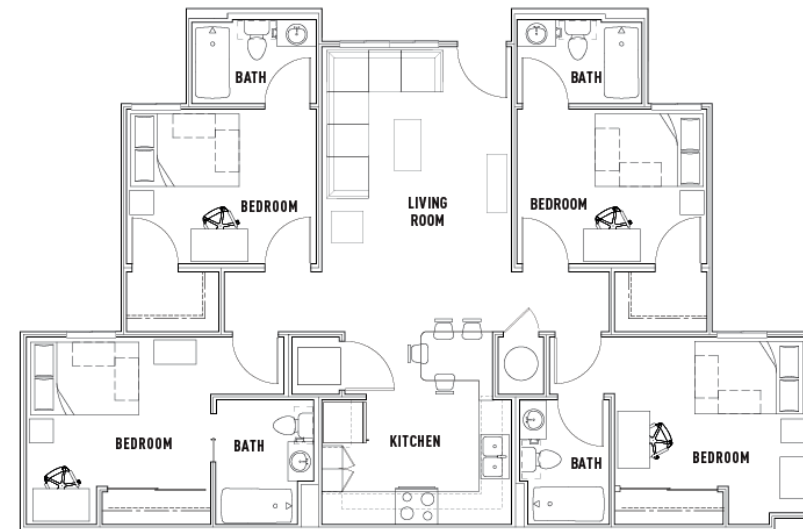
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



SITE DATA:	
OVERALL TOTAL SITE AREA	12.832 ACRES
TRACT 1 (PROPOSED RESIDENTIAL)	6.315 ACRES
TRACT 2 (EXISTING RESIDENTIAL)	6.517 ACRES
ZONING:	
EXISTING ZONING	RM-12C (MULTI-FAMILY)
ZONING JURISDICTION	CITY OF KENNESAW
DENSITY SUMMARY:	
OVERALL TOTAL AREA	6.315 ACRES
TOTAL RESIDENTIAL UNITS	102 UNITS
TOTAL DENSITY	16.15 UNITS/AC
TOTAL SEDS	408 SEDS
PROPOSED SETBACKS:	
FRONT YARD SETBACK (SHILOH RD.)	40 Feet
FRONT YARD SETBACK (FREY RD.)	40 Feet
FRONT YARD SETBACK (BUSHBEE)	50 Feet
SIDE YARD SETBACK	5 Feet
LANDSCAPE BUFFER	10 Feet
BUILDING HEIGHT	4-STORIES (55 feet)
PARKING CALC:	
PARKING REQUIRED	2 SP / UNIT
TOTAL PARKING SPACES PROVIDED	417 SPACES

COBB COUNTY STATEMENT:

THE COBB COUNTY COMMISSION PRESERVATION COMMISSION HEREBY GRANTS THE RIGHT TO EXAMINE THIS PROPERTY FOR EROSION, CULTURAL, AND RELIGIOUS/PATRIMONIAL/ARCHITECTURAL EVIDENCE. IF ANY EROSION, CULTURAL, OR RELIGIOUS/PATRIMONIAL/ARCHITECTURAL EVIDENCE IS FOUND DURING DEVELOPMENT, THEN THE COBB COUNTY COMMISSION PRESERVATION COMMISSION MUST BE NOTIFIED AT ONCE AT (770) 238-2000. FAILURE TO DO SO WILL RESULT IN A STOP-WORK ORDER.

THERE IS NO SIGNIFICANT IMPACT ON THE COBB COUNTY SITE LISTED IN THE COBB COUNTY COMMISSION PRESERVATION COMMISSIONS INVENTORY LISTING NUMBER 151047 IN THIS OR ADJACENT LAND LOT.

SITE NOTE:

1. ALL PERMANENT (SIGN, FLAG POLES), PROPOSED FIRE HYDRANTS OR POWER TRANSFORMERS WILL BE PLACED IN CONFLICT WITH AN OBSTACLE CODED OR APPROVED TREE PLANTING LOCATION.

2. LIGHTING LAYOUT TO BE PROVIDED BY OTHERS.

3. CONTRACTOR SHALL RESTORE ROADWAY OVERHEADS TO MINIMUM SPECIFICATION AS OUTLINED BY THE DIRECTOR OF PUBLIC WORKS, COBB COUNTY DOT, AND COBB STORM WATER.

COBB FIRE & EMERGENCY NOTES:

SHOW TRANSFORMER PADS NO LESS THAN 14 FEET FROM ANY DOOR, 10 FEET FROM ANY BUILDING, OVERHANGS, CANOPIES, EXTERIOR WALLS, BALCONY, EXTERIOR STAIRS, WALKWAYS OR WALL CORNERS. (STATE MUNICIPAL CODE 116-11.1) DISTANCE FROM BUILDING MAY BE REDUCED TO 3 FEET IF EXTERIOR IS NON-COMBUSTIBLE WALL WITH NO OPENINGS OR OVERHANGS. (AUF)

SHOW DESIGNATED TREE LINES TO MEET THE FOLLOWING REQUIREMENTS: BOTH SIDES OF TREES SHALL BEAR TWO PARKING TREE LINES. TREES SHALL NOT BE LESS THAN 2 INCHES IN HEIGHT; ONE SIGN SHALL BE POSTED AT THE BEGINNING OF THE TREE LINE AND ONE AT THE END OF THE TREE LINE WITH SIGNS NOT MORE THAN 9 FEET APART. SIGNS SHALL NOT BE MORE THAN 4 FEET FROM THE EDGE OF CURB AND SHALL BE VISIBLE FROM BOTH DIRECTIONS OF TRAVEL. SIGNAGE SHALL BE USED WITH FIRE MARSHAL'S APPROVAL. FOR LOTS 20 TO 31 FEET WIDE, SIGNS AND MARKINGS WILL BE REQUIRED ON ONE SIDE. ANY EXCESS OF 3 FEET WIDE BEHIND NO SIGNS OR MARKINGS. CURBING OR LANDSCAPE BY INSTALLING TREE LINES SHALL BE PAINTED RED. THE TOP AND FACE OF THE CURB SHALL BE PAINTED. THE LEAD SAFETY INSPECTOR WILL MAKE FINAL DETERMINATION OF TREE LINES. BEFORE FINAL INSPECTION IS MADE, ONLY TWO FAMILY RESIDENTIAL OPTIONS TO ABOVE SET 118-21-01 ABOVE REQUIREMENT MUST BE PRINTED ON SITE PLAN. SEE COBB COUNTY CODE SECTION 118-21.

TRAFFIC NOTES:

1. ALL STRIPING TO BE THERMOPLASTIC.

2. LANE CROSS-SLOPE TO MATCH ADJACENT.

3. ALL UTILITIES/POLES ARE TO BE AT MINIMUM 8" MINIMUM FROM BACK OF CURB OR WITHIN 2' OF THE RIGHT-OF-WAY, WHICH EVER IS GREATER. PER STD 30.

4. ANY CUT BUS STOP/STATION ARE TO BE COORDINATED WITH DATED JACKSON G. 770-238-1660.

5. MINIMUM 10' TRANSITION DISTANCE (STD) REQUIREMENTS SHALL BE SATISFIED PRIOR TO START OF CLEANING OPERATIONS AT BUS/STREET CROSS LOCATION.

811

Know what's below.
Call before you dig.

24 HOUR CONTACT:
TODD HAGOOD @ 512-732-1000

PAVING NOTE:

ALL ACCESS ROADS SHALL MEET THE AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) DESIGN MANUAL LIVE LOAD STANDARD HS20 (75,000 LB).

SHILOH RD. NOTE:

SHILOH ROAD IS A CURRENT COBB COUNTY TRANSPORTATION IMPROVEMENT PROJECT AND IS UNDER CONSTRUCTION. TO ENSURE COORDINATION AND COMPATIBILITY ANY IMPROVEMENTS WITHIN THE CONSTRUCTION LIMITS WILL REQUIRE APPROVAL FOR A VARIATION FROM THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. THE OWNER/DEVELOPER MUST COORDINATE WORK WITH ROADWAY CONSTRUCTOR. THE DOT ROAD PROJECT WILL TAKE PRECEDENCE IF CONSTRUCTION CONFLICTS OCCUR.

IRRIGATION NOTE:

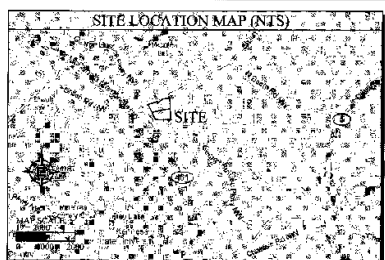
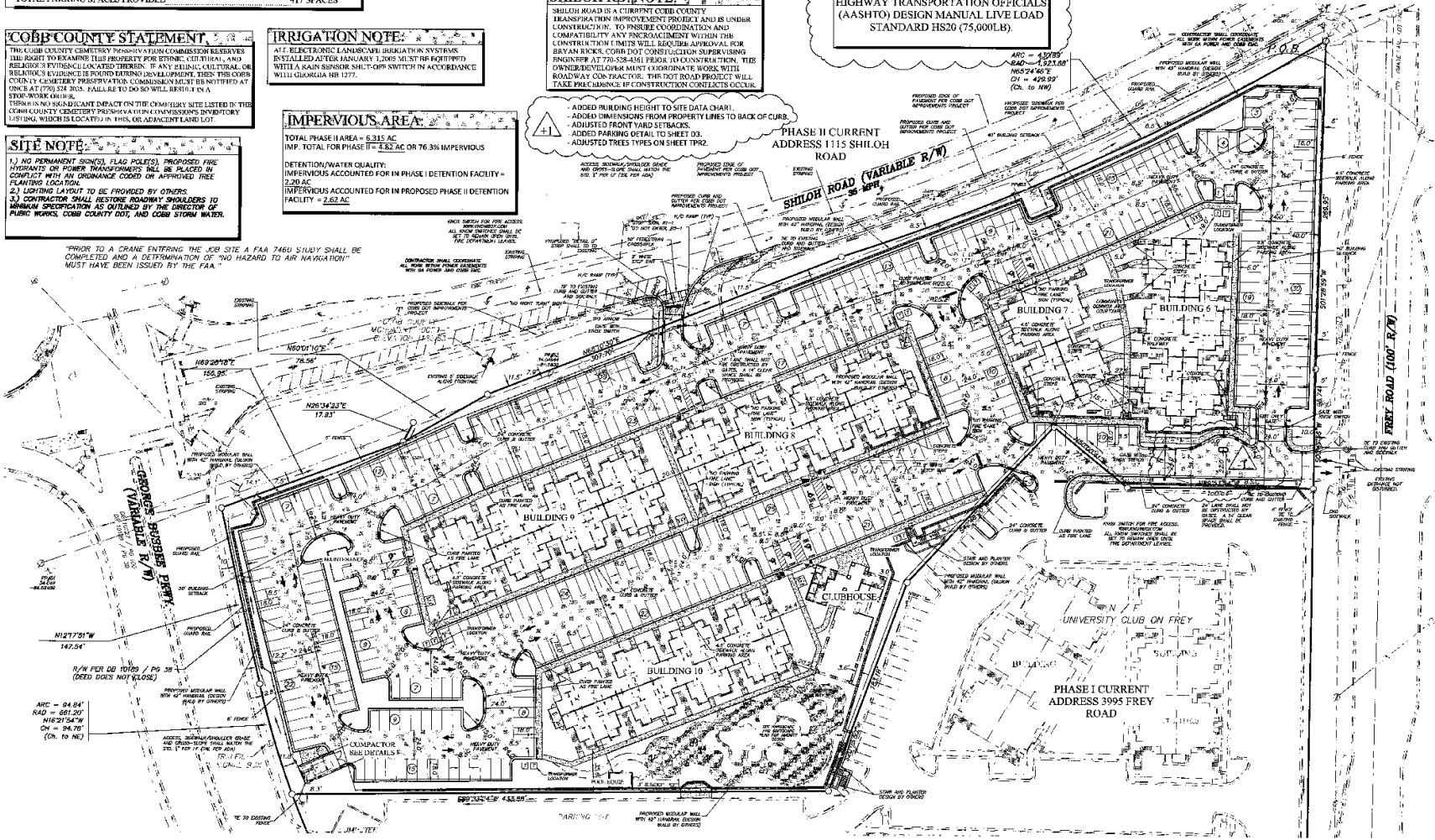
ALL ELECTRONIC LANDSCAPE IRRIGATION SYSTEMS SHALL BE INSTALLED AFTER JANUARY 1, 2009. ALL SYSTEMS SHALL BE EQUIPPED WITH A MAIN SHUT-OFF SWITCH IN ACCORDANCE WITH GEORGIA REG 1277.

IMPERVIOUS AREA:

TOTAL PHASE II AREA = 6.315 AC
IMP. TOTAL FOR PHASE II = 1.82 AC OR 76.3% IMPERVIOUS

DETENTION/WATER QUALITY:
IMPERVIOUS ACCOUNTED FOR IN PHASE I DETENTION FACILITY = 2.20 AC
IMPERVIOUS ACCOUNTED FOR IN PROPOSED PHASE II DETENTION FACILITY = 2.62 AC

ADDED BUILDING HEIGHT TO SITE DATA CHART.
ADDED DIMENSIONS FROM PROPERTY LINES TO BACK OF CURB.
ADJUSTED FRONT YARD SETBACKS.
ADDED PARKING DETAIL TO SHEET 03.
ADJUSTED TREE TYPES ON SHEET 10R2.



UNIVERSITY CLUB ON FREY - PHASE II
A PURPOSE BUILT STUDENT HOUSING FACILITY

FOR
ACC OF (FREY), LLC
1730 HILL COUNTRY BLVD, SUITE 1200
KENNESAW, GA 30144
PHONE: 312-732-1000

"WE PROVIDE SOLUTIONS"
PLANNERS AND ENGINEERS COLLABORATIVE
SITE PLANNING/LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING/LAND SURVEYING
330 RESEARCH COURT • NORCROSS, GEORGIA 30092 • 877-948-2741 • FAX 770-465-3615 • WWW.PECCAL.COM

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	1-17-2013	ME	MIN. CURB COMMENT REV.
2	1-30-2013	ME	CITY OF KENNESAW

SHEET TITLE
MASTER SITE PLAN

SCALE: 1" = 40'
DATE: DEC. 18TH, 2012
PROJECT: 10056.01A

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

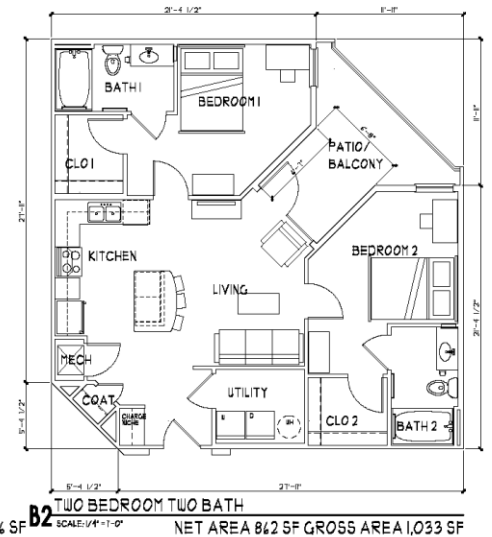
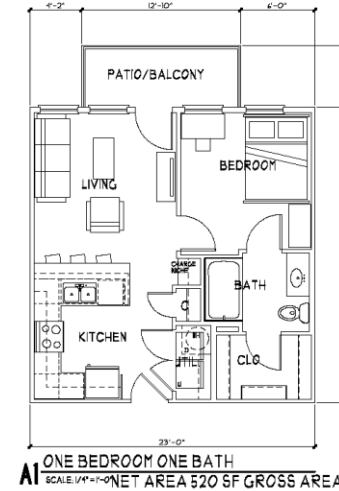
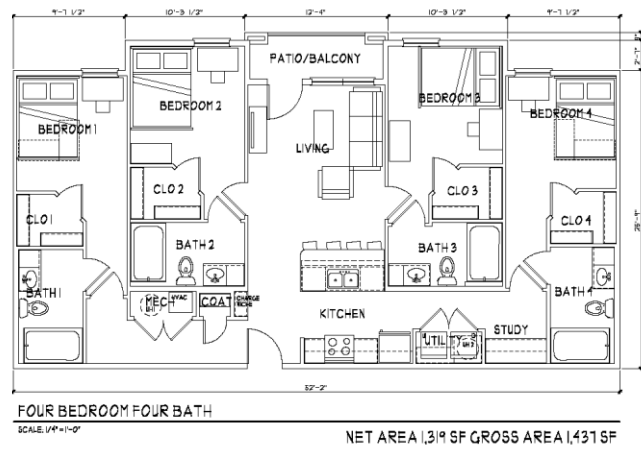
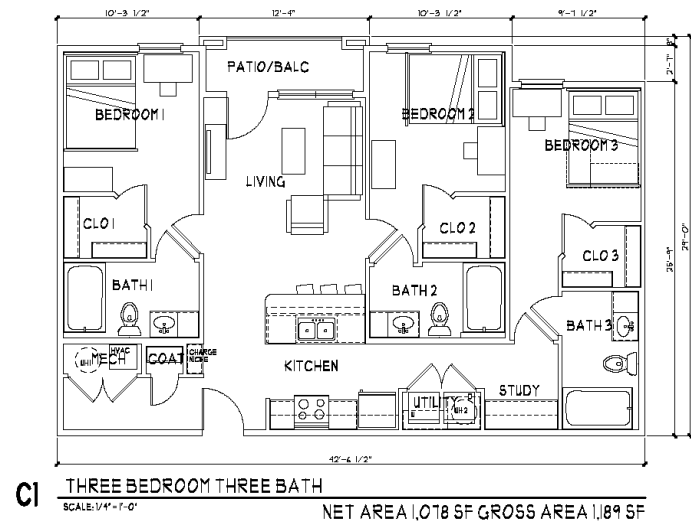
4

SHRUT

UCLUB@Frey



Various unit layout designs



Approval process, land use planning opportunities/partnerships

- ▶ Student housing approved developments are currently placed under multifamily zoning district with site specific conditions under zoning actions
- ▶ City of Kennesaw unified development code (UDC) does not specifically address the density, infrastructure or design implications of this use
- ▶ A continuous dialogue exists with the City of Kennesaw, Cobb County and Kennesaw State University to pursue future solutions that addresses this planning issue

Community Desires and Challenges

- ▶ **Students**- sense of place, independence, less car dependency, security, campus connectivity, amenities, activities, town connectivity
- ▶ **Parents**- affordability, location, security, structured environment, increased life skills achieved by students
- ▶ **University**- alignment with university growth master plan, safety for the students, lowered impact for on-campus parking infrastructure, partnerships with local government authority
- ▶ **City of Kennesaw Planning and Zoning staff**- diversity of housing types, providing a community need, compliance with city comprehensive plan goals
- ▶ **Adjoining residents and business owners**- NIMBY, perception versus facts regarding safety, traffic, crime, character of the community

Emerging Trends

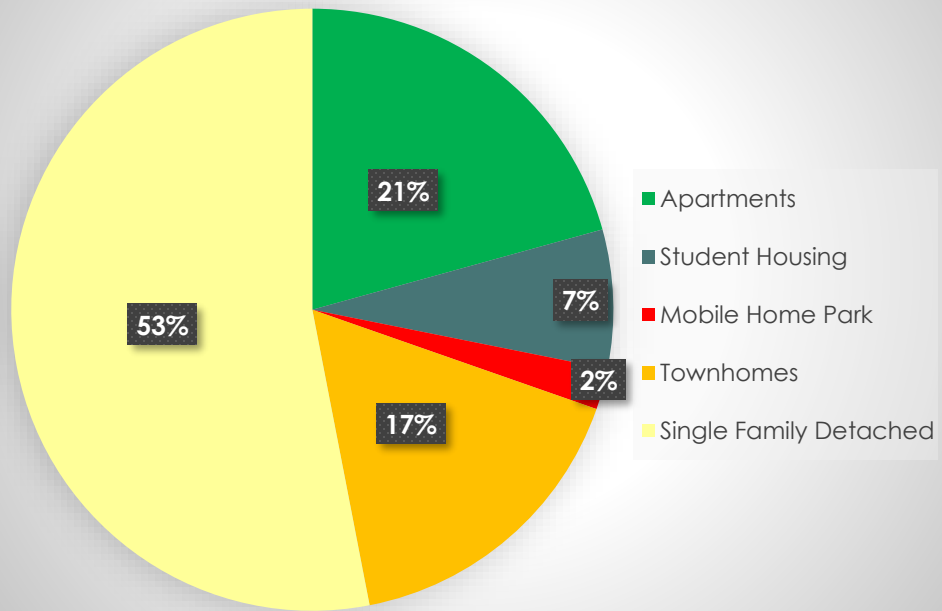
- ▶ City of Kennesaw in the short term continues to receive interest from student housing builders
- ▶ Diverse workforce and need for post graduate affordable housing
- ▶ Student housing and infrastructure needs will continue to increase
- ▶ Future infusion of demographic shifts with growing senior population, transplants and maturing young families

Conclusions and Goals

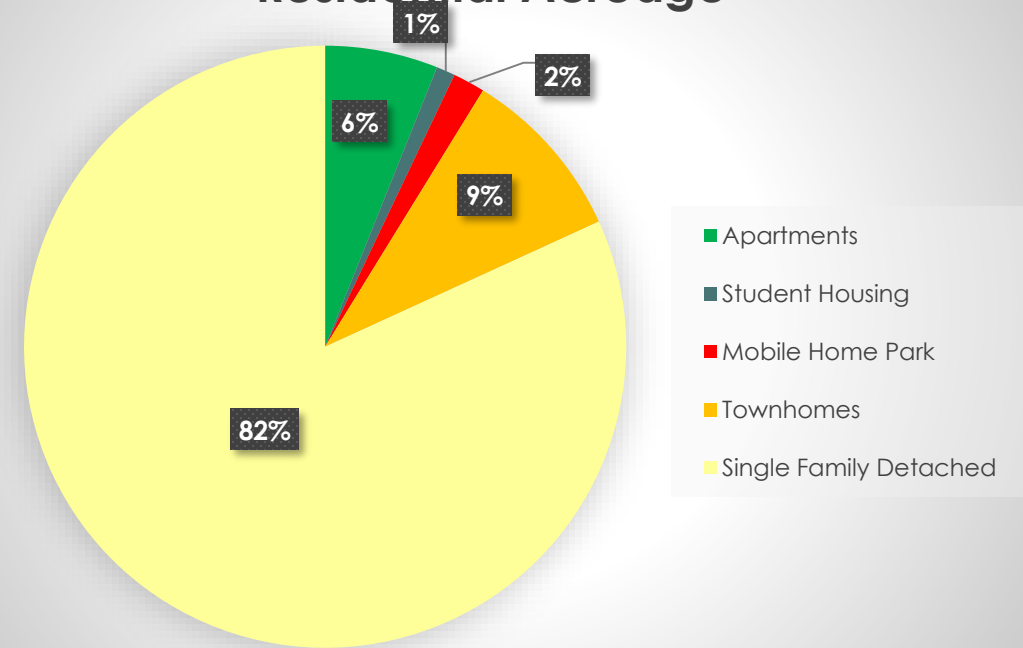
- ▶ City must plan for the future by diligent education through community outreach regarding this residential use
- ▶ City of Kennesaw will identify areas of opportunities best suited for these uses that meet the planning goals of both Kennesaw State University University, Cobb County and City of Kennesaw
- ▶ Future adoption of purpose built student housing standards

City of Kennesaw housing data

Residential Units

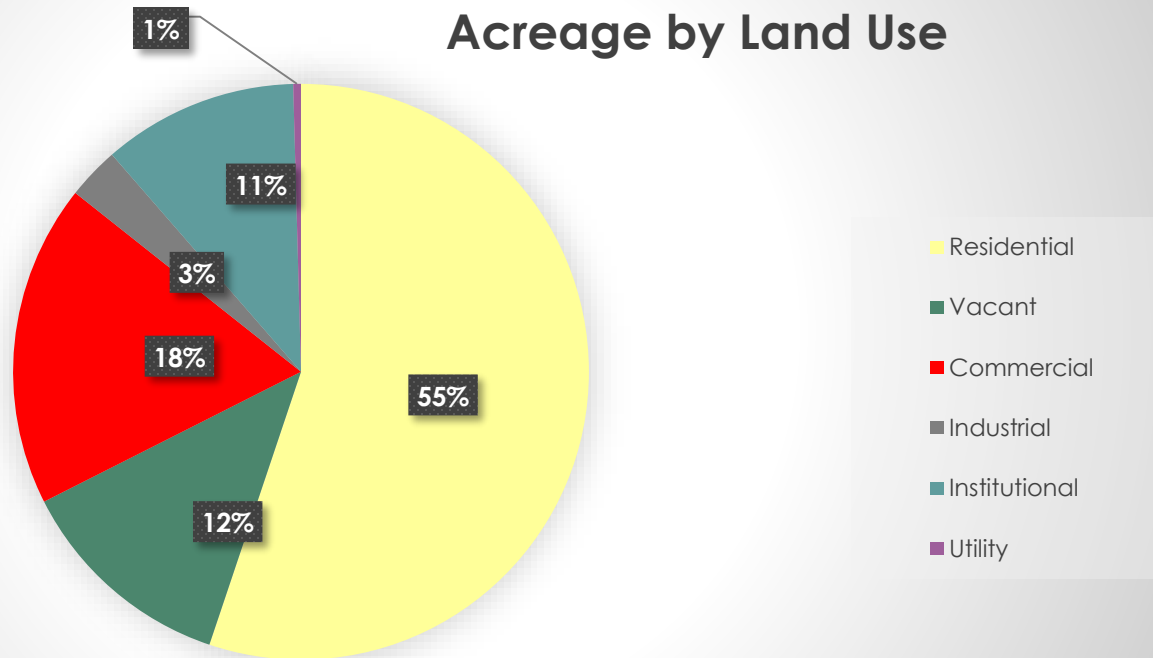


Residential Acreage



City of Kennesaw Housing Data

Acreage by Land Use



8055 Incorporation

MDJ-5560
GPN-6
**NOTICE OF INTENT TO
VOLUNTARILY
DISSOLVE A CORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that a Notice of Intent to Dissolve Schoen Family, LLC a Georgia Business Corporation, with its registered office at 3804 Bluffview Trace, Marietta, Cobb County Georgia 30062 have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

2:21,28-2020

MDJ-5561
GPN-6
**NOTICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that articles of incorporation that will incorporate COURTNEY HILL, CRNA, PC have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 1671 HAMMOCK DRIVE, SMYRNA, GA, 30080 and its initial registered agent of such address is COURTNEY HILL.

2:21,28-2020

MDJ-5577
GPN-6
**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: La Michoacana Helados and that the nature of said business is: ice cream shop and that said business is composed of the following: Leticia Cortes 656 Walnut Cir SW Marietta, GA 30060.

This 11th day of February, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
2:21,28-2020

MDJ-5578
GPN-6
**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: Sandy Plains Dental Group and that the nature of said business is: dentistry and related dental services and that said business is composed of the following: Sandy Plains Dental Group, PC 17000 Red Hill Avenue, Irvine, CA 92614.

This 12th day of February, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
2:21,28-2020

8055 Incorporation

office of the corporation is located at 2451 Cumberland Parkway SE Unit 3855 Atlanta, Cobb County, Georgia 30339-6157 and its initial registered agent of such address is BILLY OGILVIE, JR.

2:21,28-2020

MDJ-5719
GPN-6
**NOTICE OF INTENT
TO INCORPORATE**

Notice is given that Articles of Incorporation, which will incorporate Guided by Verses, Inc., have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation will be located at 4981 Colchester Court SE, Atlanta, GA 30339, and its initial registered agent of such address is Robert A. Rodden.

2:28;3:6-2020

MDJ-5722
GPN-6
**NOTICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that Articles of Incorporation which incorporate K.O. Towing Acquisition, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 3225 Shallowford Road, Suite 1200, Marietta, Cobb County, Georgia 30062 and its initial registered agent of such address is Lawrence Brannen Domenico.

2:28; 3:6-2020

MDJ-5724
GPN-6
**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: Matto Mortgage Outlet and that the nature of said business is: mortgage brokerage and that said business is composed of the following: Rich Spaulding, LLC 813 Omaha Place Kennesaw, GA 30152.

This 18th day of February, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
2:28;3:6-2020

MDJ-5725
GPN-6
**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: HANDYMAN CONNECTION of Marietta and that the nature of said business is: handyman services and that said business is composed of the following: JAKS Creative Ventures.

8055 Incorporation

MDJ-5807
GPN-6
**NOTICE OF INTENT TO
VOLUNTARILY
DISSOLVE A CORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that a Notice of Intent to Dissolve Thru-Way Management, Inc. a Georgia Business Corporation, with its registered office at 707 Whitlock Avenue Marietta Cobb County Georgia 30064 have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

2:28; 3:6-2020

MDJ-5825
GPN-6
**NOTICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is hereby given that the Articles of Incorporation which incorporate North American Bath Company, Inc. (the "Corporation") have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the Corporation is located at 148 Golf Crest Drive, Acworth, Georgia 30101, and its initial registered agent of such address is Brian Valente.

2:28;3:6-2020

MDJ-5829
GPN-6
**NOTICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that articles of incorporation that will incorporate Max Graphics Inc have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 4530 Moon Station Lane NW, Acworth, GA, 30101 and its initial registered agent of such address is Chris Gross.

2:28;3:6-2020

MDJ-5849
GPN-6
**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: Lucky Couture Boutique and that the nature of said business is: online women clothing boutique and that said business is composed of the following: Nicole Owens 5502 Jameslawne Ct Powder Springs, GA 30127.

This 24th day of February, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
2:28;3:6-2020

MDJ-5850
GPN-6
BUSINESS TO BE CONDUCTED

8065 Planning Commission

Daniel Street (2235 Cooper Lake Rd; 2001 Daniel Street). (Continued by the Planning Commission from the December 3, 2019 Planning Commission hearing until the February 5, 2020 Planning Commission hearing; Continued by Staff from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

SLUP-4(2019) A-1 AUTO CORES, LLC (A1 Machine and Mold Incorporated, owner) requesting a Special Land Use Permit for the purpose of an auto salvage in Land Lot 292 of the 17th District. Located on the north side of Pearl Street and on the west side of West Atlanta Street (778 West Atlanta Street). (Continued by Staff from the March 5, 2019 through February 5, 2020 Planning Commission hearings until the March 3, 2020 Planning Commission hearing).

SLUP-17(2019) ST. BENEDICTS EPISCOPAL DAY SCHOOL, INC. (Cooper Lake-Daniel, LLC, owner) requesting a Special Land Use Permit for the purpose of a private school (expansion of grades 5-8) in Land Lot 695 of the 17th District. Located on the intersection of the northwest side of Cooper Lake Road and the north side of Daniel Street; northeasterly side of Daniel Street (2235 Cooper Lake Road and 2001 Daniel Street). (Continued by the Planning Commission from the December 3, 2019 Planning Commission hearing and the February 5, 2020 Planning Commission hearings until the March 3, 2020 Planning Commission hearing).

Z-1(2020) KNOLL CONSTRUCTION, LLC (Blackstock Properties, LLC, owner) requesting rezoning from R-20 to NRC for the purpose of an office/retail building in Land Lot 789 of the 19th District. Located at the northwest corner of Ernest Barrett Parkway and Powder Springs Road and on the western side of Crane Drive (2650 Powder Springs Road). (Previously continued by the Planning Commission from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

Z-3(2020) DAVID MENNA (David C. Menna, owner) requesting rezoning from R-20 to R-15 for the purpose of residential subdivision in Land Lot 12 of the 20th District. Located at the southeast corner of Baker Road and Woodstock Road (2930 Baker Road). (Previously continued by Staff from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

Z-7(2020) SEVEN SPRINGS DEVELOPMENT CO., INC. (Estate of Berna Beatrice Brumblow, owner) requesting rezoning from R-30 to RSL for the purpose of a senior living subdivision in Land Lot 584 of the 19th District. Located on the north side of Moon Road, west of Florence Road. (Previously continued by the Planning Commission from the February 5, 2020 Planning Commission hearing until the March 3, 2020 Planning Commission hearing).

Z-11(2020) CAMERON GENERAL CONTRACTORS, INC. (Bentley, B.

8065 Planning Commission

To consider a stipulation and site plan amendment for Shallowford Wash Leasing, LLC regarding case Z-12 of 1995 for property located on the south side of Shallowford Road, east of Lassiter Road, in Land Lot 400 of the 16th District (3950 Shallowford Road).

ITEM OB-11-2020

To consider a stipulation and site plan amendment for TRG Construction regarding case Z-104 of 1997 for property located on the north side of the East West Connector, east of Powder Springs Road, in Land Lot 788 of the 19th District (2760 East West Connector).

ITEM OB-12-2020

To consider a request for a gated community for Abbas Heidori regarding property located on the southeast side of Paper Mill Road, east of Gateside Place in Land Lots 5, 6 and 74 of the 1st District.

ITEM OB-13-2020

To consider a stipulation amendment for Puile Home Company, LLC regarding case Z-5 of 2018 for property located on the southwest side of Olde Towne Parkway, east of Johnson Ferry Road, in Land Lot 86 of the 1st District (Olde Towne Parkway).

ITEM OB-14-2020

To consider a stipulation and site plan amendment for John and Nino Soricelli regarding case Z-11 of 1993 for property located on the north side of Chortley Lane, north of Chortley Circle, in Land Lot 102 of the 1st District (3433 Chortley Lane).

ITEM OB-15-2020

To consider a stipulation and site plan amendment for Annabek, LLC regarding case Z-72 of 2019 for property located on the north, south and west sides of Lake Careca Road, west of Hoffman Road, in Land Lots 699 and 700 of the 18th District (Lake Careca Road).

NOTE: "Pursuant to the Official Code of Cobb County, Zoning Section 134-124 (b) the Cobb County Board of Commissioners is authorized to consider and may consider all constitutionally permissible zoning classification(s), including, but not limited to, intervening classification(s) and/or the classification(s) sought by the applicant".

The exact description of the property sought to be rezoned is on file in the office of the Cobb County Community Development, Zoning Division, 1150 Powder Springs Street Suite 400, Marietta, Georgia 30064 and available for inspection by interested citizens between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Hearing on said petitions will be heard by the Commission at 9:00 a.m. on the prescribed hearing date. The public hearing will be held in the Second Floor Commissioners Meeting Room, Cobb County Building, 100 Cherokee Street, Marietta, Georgia, 30090.

Anyone wishing to attend this public hearing may do so and be heard relative thereto. Any person wishing to speak before the Planning Commission must file a contribution disclosure statement if, and only if, the monetary contribution was made within

8065 Planning Commission

MDJ-5841
GPN-13
**CITY OF KENNESAW
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold a public hearing to give consideration to transmitting the updated draft of the required Capital Improvement Element and Short-term work program report for 2020-2024 to the Atlanta Regional Commission and Department of Community Affairs for review. These updates are necessary for the City of Kennesaw to maintain qualified local government status.

A copy of the draft is on file in the City Hall in the Planning and Zoning Office for viewing during normal business hours of 8:00am to 5:00pm Monday through Friday. City of Kennesaw is soliciting input from the public on these updates. Mayor and Council will consider adoption of these updates later in 2020 at a scheduled public hearing following public notice.

The Mayor and Council shall hold a public hearing on this matter on March 16, 2020 at 6:30pm meeting to be held at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. Any interested persons may attend and be heard relative thereto.

Darryl Simmons
Planning and Zoning Administrator
2:28;3:6-2020

MDJ-5842
GPN-13
**City of Kennesaw
Public Notice**

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend APPENDIX A "UNIFIED DEVELOPMENT CODE", CHAPTER 1 "GENERAL PROVISIONS", SECTION 1.09.02 "DEFINITIONS", and CREATING A NEW SECTION UNDER CHAPTER 4 SECTION 4.06.00 "UNIVERSITY LIVING-PBSH" (purpose built student housing).

Copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8am to 5pm for public viewing. The Planning Commission held their first public hearing on February 05, 2020 at 7:00pm and the scheduled hearing and adoption by the Mayor and Council will be continued to the March 16, 2020 meeting of 6:30pm. The meeting will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative thereto.

Darryl Simmons
Zoning Administrator
2:28;3:6-2020

8070 Probate

MDJ-5327
GPN-18
**IN THE PROBATE COURT OF
COBB COUNTY**

8055 Incorporation

MDJ-4960
GPN-6
**BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

Notice is given that a Notice of Intent to Dissolve Candy Man, Inc. a Georgia Business Corporation, with its registered office at 2750 Jiles Road, Suite 108, Kennesaw, Cobb County Georgia 30144 have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

MDJ-4934
GPN-6
**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: Plan Share Admin and that the nature of said business is: Consulting/Insurance and that said business is composed of the following: Brian David Miller, LLC 1398 Kings Park Drive NW Kennesaw, GA 30152. This 10th day of January, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
1:24,31-2020

MDJ-4938
GPN-6
**NOTICE OF INTENT TO
VOLUNTARILY
DISSOLVE A CORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that a Notice of Intent to Dissolve Candy Man, Inc. a Georgia Business Corporation, with its registered office at 2750 Jiles Road, Suite 108, Kennesaw, Cobb County Georgia 30144 have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code.

1:24,31-2020

MDJ-4949
GPN-6
**NOTICE OF INCORPORATION
STATE OF GEORGIA
COBB COUNTY**

Notice is given that Articles of incorporation which incorporate Vortex Mechanical, Inc. have been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the corporation is located at 1150 Holland Road Powder Springs, Cobb County, Georgia 30127 and its initial registered agent at such address is Shazie Ali.

1:24,31-2020

8055 Incorporation

MDJ-4961
GPN-6
**APPLICATION TO REGISTER
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME
STATE OF GEORGIA
COUNTY OF COBB**

8065 Planning Commission

MDJ-4724
GPN-13
**CITY OF KENNESAW
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for adoption of the official 2020 Zoning Map for the City of Kennesaw. A copy of the map is on file in City Hall in the Planning and Zoning Office for viewing during normal business hours of 8:00am-5:00pm Monday through Friday. Said meetings shall be held before the Planning Commission on February 5, 2020, at 7:00P.M. with the Mayor and Council Mayor considering adoption of a proper public meeting to be held February 17, 2020 at 6:30P.M. Both meetings are to be held at 2529 J. O. Stephenson Avenue, Kennesaw, Georgia. Any interested citizens may attend and be heard.

Darryl Simmons
Planning and Zoning Administrator
1:17,24-2020

MDJ-4773
GPN-13
**City of Kennesaw
Public Notice**

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend APPENDIX A UNIFIED DEVELOPMENT CODE, CHAPTER 1 GENERAL PROVISIONS, SECTION 1.09.02 DEFINITIONS, ADDING A NEW SECTION UNDER CHAPTER 4 SECTION 4.06.00 UNIVERSITY LIVING-PBSH (purpose built student housing). Copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8am to 5pm for public viewing. The Planning Commission shall hold the first public hearing on February 05, 2020 at 7:00pm with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 17, 2020 at 6:30pm. Meetings will be held in the Kennesaw City

8065 Planning Commission

Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative there to.

Darryl Simmons
Zoning Administrator
1:17,24-2020

mission hearing).
Z-56(2019) KO MANAGEMENT, INC. (The Estate of Lewis E. Lee, KO Management, Inc., owner) requesting rezoning from R-20 and NRC to RA-5 for the purpose of a residential subdivision in Land Lots 37 and 39 of the 17th and 18th District. Located on the West side of Mableton Parkway; north side of Wood Valley Road; and on the east side of Glorie Circle. (Continued by Staff from the September 3, 2019 Planning Commission hearing until the October 1, 2019 Planning Commission hearing; Held by the Planning Commission from the October 1, 2019 Planning Commission hearing until the November 5, 2019 Planning Commission hearing; Continued by the Planning Commission from the November 5, 2019 Planning Commission hearing until the December 3, 2019 Planning Commission hearing; Held by the Planning Commission from the December 3, 2019 Planning Commission hearing until the February 5, 2020 Planning Commission hearing).
Z-62(2019) EMBRY DEVELOPMENT COMPANY, LLC (Estate of Opal Williams Milam, owner) requesting rezoning from R-20 to PVC for the purpose of mixed use in Land Lots 77, 78, 155 and 156 of the 18th District. Located on West side of Mableton Parkway, southwest side of Old Powder Springs Road, north side of Boggs Road, north side of Patricia Lane, on the north side of Lynne Circle, on the east and west sides of Milam Drive, on the south side of Sunset Boulevard (not open) and on the east and west sides of Gloria Circle (not open). (Multiple addresses in application). (Continued by Staff from the October 1, 2019 Planning Commission hearing through the December 3, 2019 Planning Commission hearings until the February 5, 2020 Planning Commission hearing).

Z-67(2019) 20 HOLDINGS, LLC (20 Holdings, LLC, Eastside Baptist Church, Inc., owners) requesting rezoning from R-20 to RM-8 for the purpose of townhomes in Land Lots 208, 209, and 225 of the 17th District. Located on the southeast intersection of Sandtown Road and Osborne Road; northwesterly intersection of Austell Road and Sandtown Road (1501, 1521

8065 Planning Commission

Sandtown Road and a portion of 1528 Austell Road). (Continued by the Planning Commission from the November 5, 2019 Planning Commission hearing and the December 3, 2019 Planning Commission hearing until the February 5, 2020 Planning Commission hearing).
Z-12 YASMIN BENICHAY-BITON (Lior Biton and Ronen Shofik, owners) requesting rezoning from CF to R-12 for the purpose of single-family houses in Land Lot 180 of the 17th District. Located on the northwest side of Cooper Lake Road, north of Veterans Memorial Highway (9 and 11 Cooper Lake Road).

Z-13 ARTURO MARTINEZ (Iglesia Misionera Roca De Salvacion, Inc., owner) requesting rezoning from PSC to NRC for the purpose of a church in Land Lot 190 of the 18th District. Located at the southwest intersection of Mableton Parkway and Boggs Road (6170 and 6190 Mableton Pkwy, and 529 Boggs Road).

Z-14 ANDRES ESTRADA (Atlanta Safety Brake Service, Inc., owner) requesting rezoning from GC to NRC for the purpose of light auto repair and office in Land Lot 34 of the 18th District. Located at the western end of Sydney Ann Boulevard, and on the east side of James Road (1498 Sydney Ann Boulevard).

Z-15 MORGAN HOUSE PCH, LLC (Susan Ndungu, owner) requesting rezoning from NRC to NRC for the purpose of a personal care home in Land Lot 588 of the 16th District. Located on the south side of Chesterfield Drive and on the east side of Canton Road (2670 Canton Road).

Z-16 KOTA PROPERTIES, INC. (Petinos, LLC, owner) requesting rezoning from NRC to NRC for the purpose of revising the zoning stipulation from case Z-151 of 2004 to allow other restaurants and uses in Land Lots 475 and 476 of the 19th District. Located at the northwest corner of Powder Springs Road and Grove Valley Drive (private road). 1812 Powder Springs Road. (Withdrawn without prejudice).

Z-17 ARPIT PATEL (Arpithkumar M. Patel and Avani A. Patel, owners) requesting rezoning from LRC to NRC for the purpose of a convenience store

8065 Planning Commission

with fuel sales in Land Lots 274 and 303 of the 17th District. Located at the southwest corner of Windy Hill Road and Benson Poole Road (470 and 478 Windy Hill Road).
Z-18 THE REVIVE LAND GROUP, LLC (380 Allen Street, LLC, owner) requesting rezoning from R-30, NRC, PSC and GC to RSL for the purpose of non-supportive senior living in Land Lots 66 and 83 of the 19th District. Located at the southeast corner of Dallos Highway and McConnell Road (691 McConnell Road).
This disclosure statement must be submitted to the Zoning Division Office by mail to P. O. Box 649, Marietta, Georgia 30061 or in person at 1150 Powder Springs Street, Suite 400, Marietta, Georgia 30064 within five (5) days before the public hearing. Additionally, if you believe you need any special accommodations in order to attend these public hearings, please contact the County Clerks Office at 770-528-3307 no later than 48 hours before the date of the above meeting.

MDJ-4906
GPN-13
**COBB COUNTY
BOARD OF COMMISSIONERS
ZONING HEARING
"OTHER BUSINESS"
FEBRUARY 18, 2020**

ITEM OB-9-2020
To consider a stipulation amendment for Amber-Shea, LLC regarding rezoning application Z-13 of 2019, for property located on the south side of Veterans Memorial Highway and the north side of Old Powder Springs Road in Land Lot 1298 of the 19th District (1311 Veterans Memorial Highway).
1:24-2020

8070 Probate

MDJ-4512
GPN-18
**IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
JAMES EARL LIGON III,
DECEASED
ESTATE NO. 19-2364
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE**

TO: whom it may concern:
MICHAELA ANNE LIGON has petitioned to be appointed Administrators of the estate of JAMES EARL LIGON, III deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before JANUARY 27, 2020.

8070 Probate

interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before JANUARY 27, 2020.

GREEN deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before JANUARY 27, 2020. BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
1:3,10,17,24-2020

MDJ-4517
GPN-18
**IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
JOHN VICTOR SPENCER
DECEASED
ESTATE NO. 19-2387
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE**

TO: TO WHOM IT MAY CONCERN
LINDA KUBAS SPENCER has petitioned to be appointed Administrator of the estate of JOHN VICTOR SPENCER deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before JANUARY 27, 2020.

ture of said business is: trucking and that said business is composed of the following: KJB TRANSPORT 567 Charing Cross Drive Marietta, GA 30066. This 8th day of January, 2020.

Rebecca Keaton
Clerk of Superior Court
Cobb County
1:17,24-2020

**MDJ-4771
GPN-06
APPLICATION TO REGISTER
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 Smyrna/Marietta, County of Cobb, in the State of Georgia under the trade name: Champion Focused Leadership Consulting and that the nature of said business is: consulting & training courses and that said business is composed of the following: Sandra Gains 1105 Queensgate Dr Smyrna, GA 30082.

This 8th day of January, 2020.
Rebecca Keaton
Clerk of Superior Court
Cobb County
1:17,24-2020

**MDJ-4772
GPN-06
APPLICATION TO REGISTER
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 Acworth, County of Cobb, in the State of Georgia under the trade name: EXOTIC ZEN and that the nature of said business is: plant design and that said business is composed of the following: JOSH GADDY & MERCEDES NORWOOD 473 Lake Park Terrace Acworth, GA 30101.

This 8th day of January, 2020.
Rebecca Keaton
Clerk of Superior Court
Cobb County
1:17,24-2020

**MDJ-4776
GPN-6
NOTICE OF INTENT TO
VOLUNTARILY
DISSOLVE A CORPORATION**

Notice is given that a Notice of Intent to Dissolve Merrimac Holdings, Inc. (the "Corporation"), a Georgia corporation with its registered office at 3350 Riverwood Parkway, Suite 1600, Atlanta, Cobb County, Georgia 30039, will be delivered to the Secretary of State for filing in accordance with the Georgia

the name of the Corporation shall be Specialty Builders Insurance Company.

Article 2.

Form of Organization

The Corporation shall be formed as a domestic surplus lines insurer and shall have perpetual duration.

Article 3.

Incorporators

The names and addresses of the five incorporators, all of whom are over 18 years of age, are of good moral character, and have not been convicted of a crime involving moral turpitude are as follows:

Patrick John Mitchell
517 Gramercy Dr.
Marietta, GA 30068
John Stephen Berry
337 Londs Mill
Marietta, GA 30067
Mark Gromek
900 Woodsmith Lane
Johns Creek, GA 30099
Ellen Graham Smith
1549 N. Springs Dr.
Dunwoody, GA 30338
Shawn Andrew Stinson
3884 Wakfield Hall Sq.
Smyrna, GA 30080

All of the incorporators are citizens of the United States and residents of the State of Georgia.

Article 4.

Kinds of Insurance the Corporation is formed to transact

The Corporation is hereby formed as a domestic surplus lines insurer to conduct property and casualty insurance as defined in Chapter 7 of the Official Code of Georgia.

Article 5.

Authorized capital stock and par value of each share

The Corporation shall be a stock insurance company authorized to issue ten thousand (10,000) shares of common stock with a par value of \$500 per share.

Article 6.

Initial Directors

The Board of Directors shall consist of not less than three (3) nor more than nine (9) persons. The Board of Directors shall conduct the affairs of the Corporation and the precise number of members shall be fixed from time to time in accordance with the Bylaws of the Corporation. Initially, the Board of Directors shall consist of three (3) persons, whose names and addresses are as follows and each of whom is a resident of the State of Georgia and a citizen of the United States:

Mark Gromek
900 Woodsmith Lane
Johns Creek, GA 30099
Patrick John Mitchell
517 Gramercy Dr.

dress is Richard C. Hummel, III.
1:17,24-2020

8065 Planning Commission

**MDJ-4774
GPN-13
CITY OF KENNESAW
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold public hearings to give consideration for adoption of the official 2020 Zoning Map for the City of Kennesaw. A copy of the map is on file in City Hall in the Planning and Zoning Office for viewing during normal business hours of 8:00am-5:00pm Monday through Friday.

Said meetings shall be held before the Planning Commission on February 5, 2020, at 7:00P.M. with the Mayor and Council Mayor considering adoption of a proper public meeting to be held February 17, 2020 at 6:30P.M. Both meetings are to be held at 2529 J. O. Stephenson Avenue, Kennesaw, Georgia. Any interested citizens may attend and be heard.

Dorrry Simmons
Planning and Zoning Administrator
1:17,24-2020

MDJ-4773

**GPN-13
City of Kennesaw
Public Notice**

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend APPENDIX A UNIFIED DEVELOPMENT CODE, CHAPTER 1 GENERAL PROVISIONS, SECTION 1.09.02 DEFINITIONS, ADDING A NEW SECTION UNDER CHAPTER 4 SECTION 4.06.00 UNIVERSITY LIVING-PBSH (purpose built student housing). Copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8am to 5pm for public viewing. The Planning Commission shall hold the first public hearing on February 05, 2020 at 7:00pm with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 17, 2020 at 6:30pm. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative thereto.

Dorrry Simmons
Zoning Administrator
1:17,24-2020

**MDJ-4811
GPN-13
CITY OF MARIETTA**

**PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE**

TO: whom it may concern
LAUREN G. LEVINGER has petitioned to be appointed Administrator of the estate of ANITA LYNN FERCHAU deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before JANUARY 21, 2020.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Tara C. Riddle
Associate Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
12:27-2019;1:3,10,17-2020

**MDJ-4387
GPN-18
IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
JAMES ARTHUR HENDERSON, JR.,
DECEASED
ESTATE NO.19-2362
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE**

TO: AVERY HENDERSON by and through her Guardian Ad Litem, VICTORIA H. WATKINS, and to whom it may concern:
CRYSTAL VIZCAINO HENDERSON has petitioned to be appointed Administrator of the estate of JAMES ARTHUR HENDERSON, JR., deceased, of said County. The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261. All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the

**MDJ-4391
GPN-18
IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
JOHN WESLEY THOMPSON, JR.,
DECEASED
ESTATE NO.19-2331
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE**

TO: WHOM IT MAY CONCERN
ELIZABETH MARIE THOMPSON has petitioned to be appointed Administrator of the estate of JOHN WESLEY THOMPSON, JR., deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before JANUARY 21, 2020.

BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Tara C. Riddle
Associate Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
770-528-1900
12:27-2019;1:3,10,17-2020

**MDJ-4392
GPN-18
IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
CHARLES L. LOCKHART
DECEASED
ESTATE NO.19-2322
NOTICE OF PETITION TO FILE
FOR YEARS SUPPORT**

The Petition of JERRY A. LANDERS, JR., CONSERVATOR for BRENDA LOCKHART for a years support from the estate of CHARLES L. LOCKHART, Deceased, for Decedents Surviving Spouse, having been duly filed, all interested persons are hereby notified

**MDJ-4514
GPN-18
IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE:
DARLENE PAYNE,
DECEASED
ESTATE NO. 19-2388
NOTICE OF PETITION TO FILE
FOR YEARS SUPPORT**

The Petition of RICHARD EDWARD PAYNE, for a years support from the estate of DARLENE PAYNE, Deceased, for Decedents Surviving Spouse, having been duly filed, all interested persons are hereby notified to show cause, if any they have, on or before JANUARY 27, 2020, why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections, and must be filed on or before the time stated in the preceding sentence. All objections should be sworn to before a notary public or before a Probate Court Clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact Probate Court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the Petition may be granted without a hearing.

Kelli L. Wolk,
Judge of the Probate Court
By: Jennifer P. Ritchey
Clerk of the Probate Court
32 Waddell Street
Marietta, GA 30090
(770)528-1900
1:3,10,17,24-2020

**MDJ-4515
GPN-18
IN THE PROBATE COURT
OF COBB COUNTY
STATE OF GEORGIA
IN RE: ESTATE OF
OLUBUNMI ASHEBU
DECEASED
ESTATE NO. 19-2320
PETITION FOR LETTERS
OF ADMINISTRATION
NOTICE**

TO: WHOM IT MAY CONCERN
DAVID ABIOLA ASHEBU has petitioned to be appointed Administrator of the estate of OLUBUNMI ASHEBU deceased, of said County. (The Petitioner has also applied for waiver of bond and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested parties are hereby notified to show cause why said Petition should not be granted. All objections to the Petition must be in writing, setting forth the grounds of any such objections.



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of the February 17, 2020 Mayor and City Council meeting minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
02-17-20 Minutes	2/20/2020	Minutes

MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
Monday, February 17, 2020
6:30 p.m.

Present: Mayor Derek Easterling
Mayor Pro Tem Pat Ferris
Councilmember James Eaton
Councilmember Tracey Viars
Councilmember Chris Henderson
Councilmember David Blinkhorn
City Manager Jeff Drobney
Deputy City Clerk Lea Addington
City Attorney Sam Hensley, Jr.

I. INVOCATION

City of Kennesaw resident Carlene Fregeolle led the invocation.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chief Westenberger, as introduced by Mayor Easterling. Happy Birthday, Chief!

III. CALL TO ORDER

IV. ANNOUNCEMENTS

Mayor Easterling introduced Mazi Mazloom running for Cobb State Court Judge, Post 6, in this year's election. Mr. Mazloom has lived in Cobb County and practiced law for nearly 20 years. He asks for consideration of endorsing and support.

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

YOLANDA RUCKER [1925 Barrett Knoll Circle]:

[City Attorney Hensley, Jr. excused himself from the dais due to a conflict of interest regarding 1630 Stanley Road. Attorney Jeffrey Tucker from Edwards and Cochran introduced himself to Mayor and Council as representation for the City in Attorney Hensley, Jr.'s absence.]

Ms. Rucker realized the item will come before Mayor and Council later but will take any opportunity to express her concern about the rezoning on Stanley Road. She felt the City of Kennesaw's Comprehensive Plan was thoughtful and would like a similar approach regarding the direction of development in the City. She asked Mayor and Council to think about the residential areas and commends the City for the environment it has created thus far.

GREGORY LONG [1425 Lady Slipper Court NW]: Mr. Long shared serious concerns about the problems possible employee access on Stanley Road could cause. He asked Mayor and Council to vote against the rezoning.

[Attorney Hensley, Jr. returned to the dais]

6:42 PM Floor Closed to Public Comments on agenda items

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

- A. Ratify actions by the License Review Board from their due cause hearing held January 30, 2020 on Restaurant Development, Inc. dba Café Zodiac, 2500 Cobb Parkway NW, Suite D-1, Kennesaw, Licensee David Ulmer; and receipt of the meeting minutes. The ratification is to uphold the actions of the License Review Board due cause hearing and receipt of the meeting minutes in accordance with the Kennesaw code of Ordinances, Section 2-115(e). On January 30, 2020 the License Review board held a due cause hearing for violations of Ch. 6-109(c)(4), 6-109(c)(11) and 6-109(d) of the Code of Ordinances in part by selling, offering to sell, or deliver to any person or group of persons two or more or an unlimited number of alcoholic beverages; sponsor or conduct contests that increase the consumption of alcoholic beverages; and advertising or promotions. After receiving testimony, the action by the License Review Board was a 14-day suspension and six-month probation, served concurrently. As allowed by the Code of Ordinances Section 6-63(h), the Licensee did not appeal the License Review Board's decision. The City Clerk recommends ratifying the decision of the License Review Board from their January 30, 2020 hearing and receive the Minutes of said meeting.

Deputy City Clerk Lea Addington presented the License Review Board's actions regarding Restaurant Development, Inc dba Café Zodiac including a 14-day suspension and six-month probation, served concurrently. The Licensee did not appeal the License Review Board's decision. The applicant was present tonight.

Attorney Hensley, Jr. provided some clarifications for Council regarding the violations of the Licensee. The previous violation by the Licensee mentioned during the Work Session was the same violation as is being presented tonight—not an underage sale. Secondly, there is no evidence of any further violation of the alcohol code resulting from the social media advertisements at issue for either violation. Attorney Hensley, Jr. also mentioned the only action Council can take is to ratify the actions from the License Review Board,

or if it chooses not to, there cannot be an evidentiary hearing tonight. Such a hearing must be planned for a later day with proper notice given.

Motion by Councilmember Viars to ratify the actions by the License Review Board from their due cause hearing on Restaurant Development, Inc. dba Café Zodiac, 2500 Cobb Parkway NW, Suite D-1, Kennesaw, Licensee David Ulmer; and receive the minutes, seconded by Councilmember Ferrs. Vote taken, approved 3-2 [Councilmembers Eaton and Blinkhorn opposed]. Motion carried.

IX. COMMITTEE AND BOARD REPORTS

No items.

X. PUBLIC HEARING(S)

- A. Approval of an **ORDINANCE NO. 2020-01, 2020** to adopt the Restated Adoption Agreement and General Addendum with Georgia Municipal Association Benefit System (GMEBS) Restated Defined Benefit Retirement Plan to comply with IRS guidelines. The City previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Master Plan document ("Master Plan"), Adoption Agreement and General Addendum. GMEBS recently restated the Plan and received a favorable determination letter from the Internal Revenue Service ("IRS"). An employer providing retirement benefits through the GMEBS Plan has the assurance that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them. Other than technical and clarification updates, including payment requirements following reemployment, repayment requirements following reemployment, and to clarify requirements related to in-service distribution of benefits and updates to the Plan documents that were approved by the IRS as part of the restatement, the terms of the city's plan remain the same as those approved in the April 5, 2016 plan documents. To ensure continued tax-favored treatment for GMEBS member plans, the IRS requires that all GMEBS member employers adopt the restated Plan documents. Amendments have been reviewed by the Pension Committee and recommends the Council authorize the Mayor to sign. The City Manager, Finance Director, HR Director and Pension Committee recommend the Council approve the Ordinance and authorize the Mayor to sign.

City Manager Jeff Drobney presented an Ordinance to adopt the Restated Adoption Agreement and General Addendum with Georgia Municipal Association Benefit System (GMEBS) Restated Defined Benefit Retirement Plan to comply with IRS guidelines and to continue tax-favored treatment.

Motion by Councilmember Eaton to approve **ORDINANCE NO. 2020-01, 2020** to adopt the Restated Adoption Agreement and General Addendum with Georgia Municipal Association Benefit System (GMEBS) Restated Defined Benefit Retirement Plan, seconded by Councilmember Blinkhorn.

6:49 PM Floor Open for Public Comments

No comments.

6:50 PM Floor Closed to Public Comments

Vote taken, approved unanimously 5-0. Motion carried.

[City Attorney Hensley, Jr. excused himself from the dais due to a conflict of interest regarding the 1630 Stanley Road rezoning and variance items. He noted that although the items will be a continuance, due to them being advertised, public hearings, public comment would continue. Attorney Jeffrey Tucker represented the City during the public hearings.]

[Items X-B and X-C were presented concurrently]

- B. Consideration to approve a rezoning request submitted by Oakmont Pacolet Acquisitions, LLC for property located at 1630 Stanley Road. Property identified as Land Lot 213, Tax Parcel 15, 20th District, 2nd Section, Cobb County. Applicant is seeking a rezoning from City R-20 to City Light Industrial (LI) for said property containing 46.690+/- acres for the purpose of Industrial Office Warehouse and Distribution Facility. Application was advertised in the Marietta Daily Journal in the Friday, December 13, 2019 edition and Friday, December 20, 2019 edition of the Marietta Daily Journal. Property was legally posted on December 16, 2019. The Planning Commission, at a meeting held on February 5, 2020, recommended to postpone said application to the April 1, 2020, Planning Commission and the April 20, 2020, Mayor and Council meeting, as requested per attorney letter dated January 31, 2020. Vote: 3-0. Yeas: Don Bergwall, SaVaughn Irons and Phillip Jackson. Staff Recommendation: Darryl Simmons, Zoning Administrator, recommends postponing both agenda items to the April 1, 2020 Planning Commission meeting and April 20, 2020 Mayor and Council meeting, as requested by the applicant referenced in attorney letter dated January 31, 2020.

Zoning Administrator Darryl Simmons presented a rezoning request and variance request concurrently for property located at 1630 Stanley Road. Applicant is seeking a rezoning from City R-20 to City Light Industrial (LI) for the purpose of Industrial Office Warehouse and Distribution Facility. The Planning Commission, at a meeting held on February 5, 2020, recommended postponing said application to the April 1, 2020 Planning Commission meeting and April 20, 2020 Mayor and Council meeting, as requested by the applicant referenced in an attorney letter dated January 31, 2020. Mr. Simmons made clear Mayor and Council will take no action tonight, and postponement will allow the applicant to regroup. Mr. Simmons wanted to provide enough notice for the public to review any revisions.

Motion by Councilmember Ferris to postpone the rezoning request to the April 20, 2020 Mayor and Council meeting, seconded by Councilmember Viars.

Councilmember Blinkhorn mentioned a suggestion for the applicant to meet with residents again. Mr. Simmons responded the applicant has committed to having a meeting with residents and staff will facilitate.

6:55 PM Floor Open to Public Comments

No comments.

6:56 PM Floor Closed to Public Comments

Vote taken, approved unanimously, 5-0. Motion carried.

- C. Consideration to approve a variance request submitted by Oakmont Pacolet Acquisitions, LLC for property located at 1630 Stanley Road. Property identified as Land Lot 213, Tax Parcel 15, 20th District, 2nd Section, Cobb County. Applicant is seeking a variance request for the waiver of Appendix A, Chapter 2, Section 2.01.05.01(D)2 providing for a minimum lot width at front setback to be seventy-five (75) feet for Light Industrial Zoning for said property containing 46.690+/- acres for the purpose of Industrial Office Warehouse and Distribution Facility. Application was advertised in the Marietta Daily Journal in the Friday, November 15, 2019 edition and Friday, November 22, 2019 edition of the Marietta Daily Journal. Property was legally posted on November 18, 2019. The Planning Commission, at a meeting held on February 5, 2020, recommended to postpone said application to the April 1, 2020, Planning Commission meeting and the April 20, 2020, Mayor and Council meeting, as requested per attorney letter dated January 31, 2020. Vote: 3-0. Yeas: Don Bergwall, SaVaughn Irons and Phillip Jackson. Staff Recommendation: Darryl Simmons, Zoning Administrator, recommends postponing both agenda items to the April 1, 2020 Planning Commission meeting and the April 20, 2020 Mayor and Council meeting, as requested by the applicant referenced in attorney letter dated January 31, 2020.

Motion by Councilmember Blinkhorn to postpone the variance request to the April 20, 2020 Mayor and Council meeting, seconded by Councilmember Viars.

6:56 PM Floor Open to Public Comments

No comments.

6:57 PM Floor Closed to Public Comments

Vote taken, approved unanimously, 5-0. Motion carried.

[City Attorney Hensley, Jr. returned to the dais.]

- D. Authorization for approval of **ORDINANCE NO. 2020-02, 2020** to adopt the 2020 Official Zoning map for the City of Kennesaw. The Official Zoning map, once adopted, will reflect all approved annexations, rezoning and amendments up to and including December 31, 2019. By adopting the official zoning map, it will provide clarity on the most current zoning district locations within the city limits. Legal advertisements were placed in the Marietta Daily Journal on Friday, January 17, 2020 and Friday, January 24, 2020. Planning Commission heard this item at a meeting held on February 05, 2020 and recommended the Mayor and Council approve by Ordinance the adoption of the 2020 Official Zoning map for the City of Kennesaw, including all annexations, rezoning and amendments through

December 31, 2019. Motion made by Don Bergwall and seconded by Phillip Jackson to recommend the Mayor and Council to approve by ordinance the adoption of the 2020 Official Zoning map. Vote: 3-0. Zoning Administrator recommends approval.

Zoning Administrator Darryl Simmons presented the 2020 Official Zoning map for the City of Kennesaw. Once adopted, the map will reflect all approved annexations, rezoning and amendments from January to December 31, 2019. The public hearing was duly advertised.

Motion by Councilmember Henderson to adopt the 2020 Official Zoning map for the City of Kennesaw, seconded by Councilmember Viars.

6:58 PM Floor Open to Public Comments

No comments.

6:59 PM Floor Closed to Public Comments

Vote taken, approved unanimously, 5-0. Motion carried.

- E. Final Public Hearing: Approval of an ORDINANCE to amend Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," and adding a new section under Chapter 4 "Site Design Standards," Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing). The proposed code amendments address the housing use that deals directly with purpose built student housing located within city limits. The proposed zoning district to be added to chapter four along with the associated definitions was presented to the Planning Commission at their regular scheduled meeting February 5, 2020. Don Bergwall motioned to adopt the code amendments and new zoning district as submitted, seconded by SaVaughn Irons. Vote 3-0. Legal reviewed and helped develop. Staff Recommendation: Zoning Administrator, Darryl Simmons, recommends adoption of the new definitions in Chapter 1 and new zoning district in Chapter 4.

Zoning Administrator Darryl Simmons presented a PowerPoint entitled "Private Student Housing" and walked Mayor and Council through an amendment to Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," and the addition of a new section under Chapter 4 "Site Design Standards," Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing). The proposed code amendments address the housing use that deals directly with purpose built student housing located within city limits through a cohesive and comprehensive standard. Mr. Simmons included three late breaking developments emphasizing the need for such a standard including Kennesaw State University creating two new degree programs in August, a new \$37 million dorm on campus, and the expansion of the University's nursing program. Mr. Simmons addressed questions raised by Council regarding the draft Ordinance last Work Session by reducing the six qualifiers listed to reduce parking requirements to five and lowering the reduction percentage from 2.5% to 1.5%.

Motion by Councilmember Henderson to adopt the new definitions in Chapter 1 and new zoning district in Chapter 4, as presented, seconded by Councilmember Eaton.

7:30 PM Floor Open to Public Comments

MARY WHITLOCK [2927 Lewis Street]: Ms. Whitlock thought the Ordinance was a great thing for the City to do. She asks if this will be a strict standard, to limit the amount of variances allowed.

7:31 PM Floor Closed to Public Comments

Councilmember Ferris appreciated Mr. Simmons and staff reducing the parking qualifiers. He asked if developers can do dormitory style housing or will the standard require a shower and toilet built in? He also wanted to know what the minimum square footage would be for rooms? There are omissions and voids in the Ordinance he would like addressed and believes specificity will be a great improvement.

Councilmember Ferris asked Mr. Simmons the difference between an arterial and a collector street. Mr. Simmons differentiated the two using common streets in and outside of City limits and shared his office is trying to discourage this type of housing being built on residential streets. Arterial and collector streets puts the development closer to commercial areas.

Councilmember Ferris expressed his personal preference is to postpone the approval of this Ordinance until the next Mayor and Council meeting.

Councilmember Eaton stated a constituent told him the proposed code is silent on bathrooms and shared his concern with not addressing minimum square footage.

Mr. Simmons explained the City is creating parameters for developers to build a comfortable living space. Flexibility will help them meet other standards. He assured Council these are not dorms and any proposed development will be brought before Mayor and Council as a rezoning application.

Councilmember Blinkhorn mentioned Cobb County has a density-based calculation—if we were to include it in our code, what would that entail? Mr. Simmons said he spoke to Cobb County and with Attorney Coleen Hosack. Cobb County will be struggling with consistently interpreting density calculations. Not having one will allow for more flexibility and for the developer to have a better site plan.

Councilmember Ferris made a substitute motion to postpone the Ordinance to amend Appendix A "Unified Development Code," Chapter 1 "General Provisions," Section 1.09.02 "Definitions," and adding a new section under Chapter 4 "Site Design Standards," Section 4.06.00 "University Living-PBSH" (Purpose Built Student Housing) to the March 2, 2020 Mayor and Council meeting, seconded by Councilmember Blinkhorn.

Vote taken, approved 3-2 [Councilmembers Henderson and Viars opposed]. Motion carried.

- F. FIRST PUBLIC HEARING: Approval of an ORDINANCE to amend Chapter 6, entitled "Alcoholic Beverages," to amend Section 6-80(b) of said chapter regarding exemptions to requirement of permit to serve alcohol within the City Limits of Kennesaw, GA. This is an update to the alcohol ordinance related to exemptions to the requirement of a permit to serve alcohol is being requested to increase efficiency in using volunteers at temporary city-sponsored or non-profit fundraising events where non-compensated persons are authorized to serve alcohol. The ordinance amendment outlines an exemption for such volunteers. Legal ads ran on February 14, 2020 and will run on February 21, 2020 to advertise the ordinance change. Public Hearings are scheduled for the February 17, 2020 and March 2, 2020 Mayor & Council regular meetings. The Economic Development Director recommends approval.

Economic Development Specialist Miranda Taylor presented an amendment to Chapter 6 regarding exemptions to requirement of permits to serve alcohol within City of Kennesaw limits. This amendment is requested to increase efficiency in using volunteers at temporary city-sponsored or non-profit fundraising events where non-compensated persons are authorized to serve alcohol. The final public hearing for this item is scheduled for the March 2, 2020 Mayor and Council regular meeting.

8:09 PM Floor Open to Public Comments

No comments.

8:10 PM Floor Closed to Public Comments

No action taken.

XI. CONSENT AGENDA

- A. Approval of the February 3, 2020 Mayor and City Council meeting minutes and Executive Session minutes.
- B. Approval of a **RESOLUTION 2020-03, 2020** authorizing a Stormwater Agreement By and Between The City of Kennesaw and CPC Real Estate Acquisitions, LLC. CPC Real Estate Acquisitions, LLC is finalizing all steps and documents they require to close on the multiple parcels comprising a 14 acreage assemblage bordered by Cobb Parkway, Summer Street and Keene Street for a mixed use project. They have completed the civil plans for the project and plan to secure the Land Disturbance Permit (LDP) for the project prior to closing late February 2020. The civil plans for the project contemplate participating in the City owned regional detention facility for the downtown basin. The civil plans allowed for a specific calculation of impervious surface required for the Stormwater Agreement. Legal has prepared the Agreement based on the standard terms and conditions the City developed for parties to participate in the regional detention facility. Economic Development and Public Works Directors recommend approval.
- C. Authorization for road closures for 2020 Big Shanty Festival. The following closures support Big Shanty Festival:

- Beginning Friday, April 17 at 6:00 PM until Sunday, April 19 at 8:00 PM: JO Stephenson Avenue from Main Street to Dallas Street and Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive; Watts Drive from Dallas Street to Main Street; Lewis Street from Dallas Street to Main Street
- Beginning Saturday, April 18 at 6:00 AM until Sunday April 19 at 8:00 PM; Main Street from Summer Street to Moon Station Road

Closures for Big Shanty Parade (Parade begins at 9:30 AM)

- Main St. will be closed from Park Dr. to Watts Dr. 9:00 AM – 10:30 AM
- The following roads will be closed at Main St. 9:00 AM – 10:30 AM: Park Dr., Lewis St., Dallas St., Whitfield Pl., Moon Station Rd., J.O. Stephenson Ave. Watts Dr.
- Watts Dr. will be closed just west of the new parking lot entrance at 9:00 AM for approx. 30 mins. Dallas St. will be closed at Watts Dr. for approx. the same 30 mins.

The Events Committee recommends approval of road closures for the 2020 Big Shanty Festival.

- D. Authorization for road closures for 2020 Taste of Kennesaw. The following closures support Taste of Kennesaw:

- Beginning Friday, November 6, 2020 at 11 :00 p.m. until November 7, 2020 at 12:00 a.m./Midnight; Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive. Main Street from Summer St. to Lewis St.; JO Stephenson Ave from entrance to Eaton Chiro to Main St; Lewis St. from Little General Cloggers Lane to Main St.

The Events Committee recommends approval of road closures for the 2020 Taste of Kennesaw.

- E. Authorization for road closures for 2020 Kennesaw Grand Prix Series.

Kennesaw Grand Prix race series: Swift-Cantrell Classic, May 9; Hero Run, June 6; Sports Fanatic, July 11; Dream Dash, August 15; Great Locomotive Chase, September 19; and Garden Gallop, October 31. All race times between 6:00 am - 10:00 am from Watts Drive to intersection of Main Street with Cherokee Street; from 6:00 AM - 9:30 AM starting at the intersection of Main Street extending north to Swift-Cantrell Park entrance; Lewis Street at Main Street; JO Stephenson Ave from Main Street to Little General Cloggers Lane; Moon Station Road at Main Street; Dallas Street from Lewis Street to Main Street; Park Street at Main Street. City Manager's Office recommends approval of road closures for the 2020 Kennesaw Grand Prix Series.

- F. On February 3, 2020, Silvia Delatorre purchased one (1) cemetery lot in the Kennesaw City Cemetery. The lot is located in Section III, Plot 47, Lot A for the burial of her husband Francisco Rico Guerrero. City Clerk recommends authorizing the Mayor to sign the supporting deed for purchase of the lot.

Motion by Councilmember Eaton to approve the Consent Agenda engross, seconded by Councilmember Henderson. Vote taken, approved unanimously, 5-0. Motion carried.

XII. FINANCE AND ADMINISTRATION

GINA AULD, Finance Director

No items.

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief

LINDA DAVIS, 911 Communications Director

- A. Receipt of the December/Annual 2019 Crime Statistics.

Chief Westenberg presented the December and Annual 2019 Crime Statistics.

Motion by Councilmember Henderson to receive the December/Annual 2019 crime statistics, seconded by Councilmember Blinkhorn. Vote taken, approved unanimously, 5-0. Motion carried.

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

- A. Approval of **RESOLUTION NO. 2020-04, 2020** to support the promotion of participation in 2020 census and recognize the Kennesaw Counts committee. The United States Census Bureau is constitutionally mandated to conduct a count of all persons living in the United States every ten years. The effort to conduct the census requires partnerships between the Census Bureau and state-and-local government entities to help ensure a complete, accurate count of the population. The City of Kennesaw pledged support as a partner with the Cobb Complete Count Committee and the United States Census Bureau. The City of Kennesaw has created the Kennesaw Counts Committee that will be committed to partnering with the United States Census Bureau by way of the Cobb Complete Count Committee to support the goals and ideals of the 2020 US Decennial Census. The Kennesaw Counts committee will have the following civic volunteers: Reverend Ezequiel-Iglesia Church; Daniel Barnard - Art and Culture Commission member and KSU

graduate; KBA President – Shelley Elder; R. Mussafah - Kennesaw mosque leader; Ana Baida - KSU representative; and Cobb Collaborative – Irene Barton. The city staff persons serving on the committee along with civic volunteers are: Rebecca Graham, Scott Luther and Darryl Simmons. Staff Recommendation: Zoning Administrator, Darryl Simmons, recommends approval.

Zoning Administrator Darryl Simmons presented a resolution to support the promotion of participation in the 2020 Census and to recognize the Kennesaw Counts committee comprised of various civic volunteers and City staff. Mr. Simmons introduced Mr. Mark Townsell, the Partnership Coordinator for the U.S. Census Bureau working in the metro Atlanta area. Mr. Townsell thanked Mayor and Council for their commitment to the 2020 Census. He shared three statements: the 2020 Census is easy—you can fill it out online; the 2020 Census is safe—it is mandated by law and confidential; and the 2020 Census is important—over \$165 billion of federal funds are allocated based on Census information.

Motion by Councilmember Viars to approve the resolution to support the promotion of participation in the 2020 Census and to recognize the Kennesaw Counts committee, seconded by Councilmember Blinkhorn. Vote taken, approved unanimously, 5-0. Motion carried.

As recommended by Councilmember Ferris, formal appointment of the Kennesaw Counts committee was included.

Motion by Councilmember Viars to ratify the list of names, as presented by Mr. Simmons, for the Kennesaw Counts committee, seconded by Councilmember Blinkhorn. Vote taken, approved unanimously, 5-0. Motion carried.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

8:23 PM Floor Open for Public Comments

[Attorney Hensley, Jr. recused himself from the dais]

VERA MILLER [resident]: Ms. Miller wanted clarification on whether the property on Stanley Road sold or have accepted an offer. Mr. Simmons responded it is under contract. It is contingent on the applicant getting the rezoning.

[Attorney Hensley, Jr. returned to the dais]

8:26 PM Floor Closed for Public Comments

XIX. CITY MANAGERS REPORT – Jeff Drobney

No items.

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.

No items.

XXI. COUNCIL COMMENTS

Mayor Pro Tem Pat Ferris shared how the weather is great and he enjoyed his Valentine's Day!

Councilmember Chris Henderson mentioned Officer Luther and he are participating in the Polar Plunge this Saturday at 11 AM on Acworth Beach to raise money for Special Olympics. Come see and have a laugh!

Councilmember David Blinkhorn is excited baseball is around the corner!

Councilmember Tracey Viars has enjoyed the weather and the lack of traffic with school being out this week.

Councilmember James Eaton wished Chief Westenberger a happy birthday and thanked him for all he does.

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 8:29 P.M. The next regularly scheduled meeting will be held Monday, March 2, 2020 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Addington, Deputy City Clerk



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION authorizing a polling location change for precinct KE2A from Kennesaw Mountain High School, 1898 Kennesaw Due West Road to New Beginnings United Methodist Church, 2975 Cobb Parkway.
Agenda Comments:	Due to escalating security concerns and associated costs, as well as difficulty securing polling rooms with suitable voter access when students are on site, Cobb County Board of Elections & Registration recommend polling locations be moved out of schools wherever possible. Precinct KE2A at Kennesaw Mountain High School will be relocated to New Beginnings United Methodist Church which is 3.1 miles from the existing polling place, and will adequately serve the 3,682 active registered voters. This precinct change was approved by Cobb County and was effective January 14, 2020. The City Clerk recommends approval in accordance with Kennesaw Charter §5.06 and O.C.G.A. §21-2-260.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/21/2020	Resolution
Map	2/21/2020	Maps

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-____, 2020

**RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS BETWEEN COBB
COUNTY AND CITY OF KENNESAW COBB COUNTY SUBRECIPIENT
AGREEMENT NO. CD20-C20C3-F, HUD GRANT NO. B-20-UC-20-0002**

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

WHEREAS, Cobb County has received a Program Year 2020 Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act (HCDA) of 1974, as amended, HUD grant number B-20-UC-20-0002; and

WHEREAS, Cobb County Board of Commissioners has appropriated \$128,997 for the City of Kennesaw's use, Cobb County Subrecipient Agreement No. CD20-C20C3-F; and

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

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

PASSED AND ADOPTED at a regular meeting of the Kennesaw Mayor and Council on this ____ day of March, 2020.

ATTEST:

CITY OF KENNESAW:

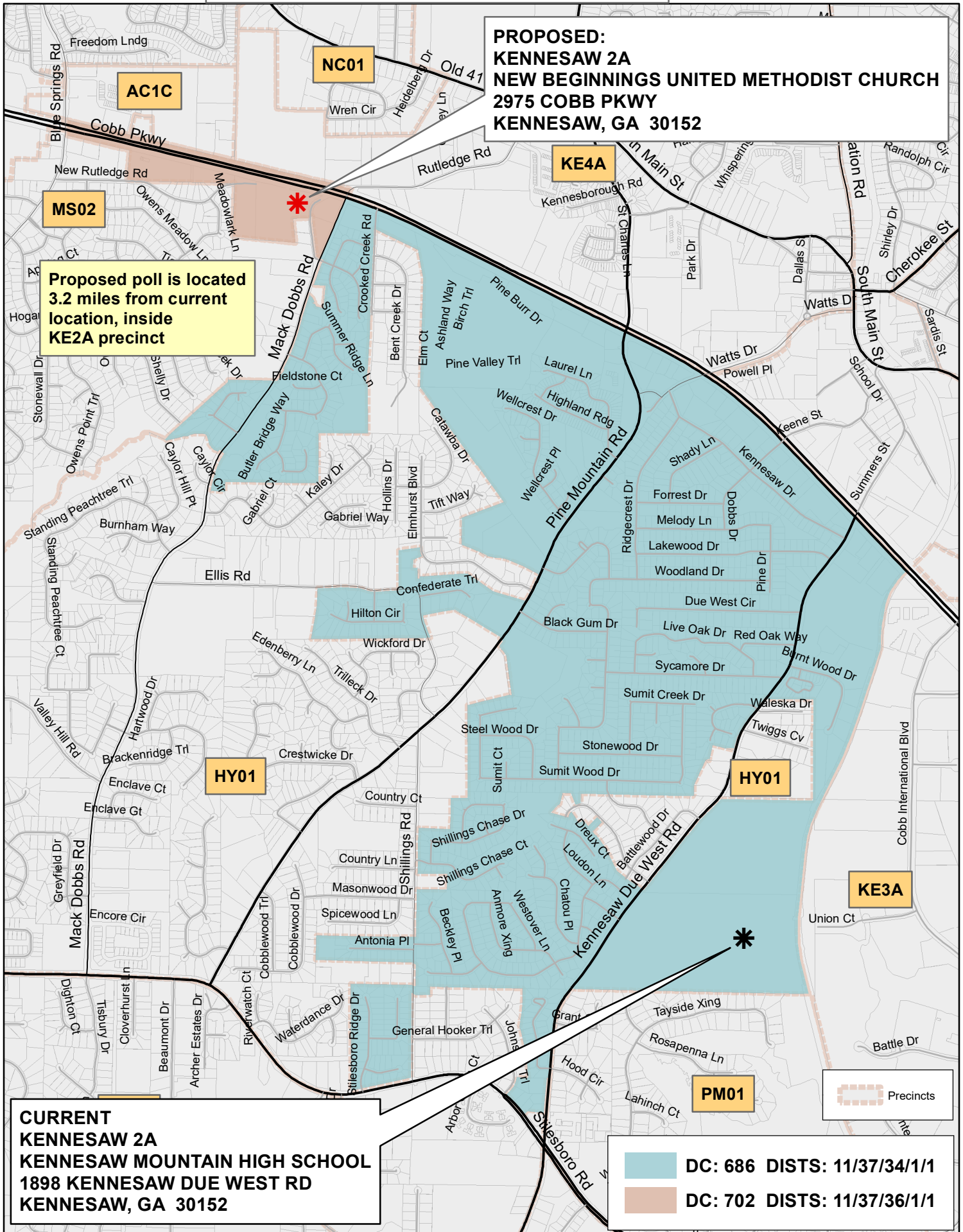
Debra Taylor, City Clerk

Derek Easterling, Mayor

**KENNESAW 2A
(KE2A)**

REPLACING POLLS - 2020

✱ CURRENT POLLING PLACE
✱ PROPOSED POLLING PLACE





**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of a RESOLUTION authorizing a two-year contract with newly appointed City Clerk Lea Addington, effective April 1, 2020. This contract will be for a term of two years. The Mayor recommends approval.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/26/2020	Resolution
Agreement	2/26/2020	Contract/Agreement

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-____, 2020

RESOLUTION AUTHORIZING CONTRACT FOR CITY CLERK

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

WHEREAS, Lea Addington was appointed as City Clerk on March 2, 2020 to replace retiring City Clerk Debra Taylor starting April 1, 2020; and

WHEREAS, the City Council authorizes a two-year City Clerk contract with Lea Addington as shown on Attachment A.

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council does hereby authorize the two-year employment contract for appointed City Clerk Lea Addington (Attachment A), effective April 1, 2020.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of March, 2020.

ATTEST:

CITY OF KENNESAW:

Debra Taylor, City Clerk

Derek Easterling, Mayor

CITY OF KENNESAW EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") effective the 01st day of April 2020, by and between the City of Kennesaw, a Georgia municipal corporation ("City"), and Lea Elizabeth Addington, City Clerk ("City Clerk").

WITNESSETH:

Section 1 Employment.

1. Beginning April 01, 2020, Lea Elizabeth Addington is duly appointed City Clerk pursuant to the Kennesaw Charter and City Ordinances. Pursuant to the Kennesaw Charter, Section 2.10, "The Mayor and City Council shall appoint a City Clerk who shall serve at their pleasure, supervision, and direction. Lea Elizabeth Addington will continue to be paid as an hourly employee through April 03, 2020, to coincide with the scheduled payroll ending date. Effective April 04, 2020, Lea Elizabeth Addington will be paid as an exempt employee. Additional payroll information is contained in Section 6.
2. The City Clerk shall be responsible for keeping and preserving the City seal and all records of the council; attending meetings of the council and keeping a journal of its proceedings at such meetings, including the names of members present and absent, the vote of each member on each question, each motion considered, and the text of each resolution or ordinance considered; preparing and certifying copies of official records in his or her office, for which fees may be prescribed by ordinance; and performing such other duties as may be required by law or as tasked or directed by the Mayor and Council." In addition to Charter and ordinance provisions, she shall be subject to the terms and conditions of this Agreement. City Clerk agrees to remain in the exclusive employ of City and shall not accept employment by any other employer until termination of this Agreement, provided, however, the term "employed" shall not be construed to include occasional teaching, writing, consulting and military reserve service performed on City Clerk's time off, as provided in Section 9 herein.

Section 2 Term. The term of this Agreement shall be for an initial period of two years, ending March 31, 2022. The first year of her service as City Clerk shall be served under a probation provision. Renewal Terms or contract extensions shall be discussed following the successful completion of the one year probationary period and within ninety (90) days of the contract end date. Information regarding termination, removal, and resignation as outlined in Sections 4 and 5 shall remain applicable.

Section 3 Duties. Lea Elizabeth Addington shall serve as City Clerk and shall perform the functions and duties specified by the Mayor and City Council under the Charter and Ordinances of the City of Kennesaw in accordance with state laws. Consistent with Section 2.10 of the City Charter of Kennesaw, as set forth in Section 1 above, the City Clerk serves at the pleasure, supervision, and direction of the Mayor and City Council. Unless expressly written in this agreement, City Clerk shall operate under the guidance of the City of Kennesaw, Personnel Policy and Procedures Manual (Ordinance #2014-11, September 2, 2014, as amended).

Section 4 Termination, Removal, and Resignation.

1. The City may terminate the City Clerk for Good Cause at any time without prior notice. The City may terminate the City Clerk without Good Cause on sixty (60) days written notice of termination. The City Clerk may resign at any time and for any reason upon sixty (60) days written notice, unless the parties otherwise agree in writing. The City shall provide the City Clerk sixty (60) days written notice of its intention to terminate the services of the City Clerk on the Final Expiration Date of this Agreement. In the event (i) the City Clerk is terminated without Good Cause or (ii) the City elects not to renew this Agreement during a Renewal Term, the City Clerk shall be entitled to Severance as set forth in Section 5 of this Agreement. In the event the City Clerk (i) is terminated with Good Cause, (ii) resigns, (iii) retires, (iv) elects not to renew this Agreement during a Renewal Term or (v) reaches the Final Expiration Date of this Agreement, the City Clerk shall not be entitled to the three (3) months' salary or Insurance Benefits, but shall be entitled to Accrued Benefits only as set forth in this Agreement.
2. For purposes of this Agreement, "Accrued Benefits" includes all vacation time, sick leave, and holiday time accrued.
3. For purposes of this Agreement, "Good Cause" is defined as:
 - a. Conduct found to constitute a willful and intentional breach of the City Clerk's duties as set forth in the City Charter or this Agreement;
 - b. City Clerk refuses on repeated occasions to comply with the reasonable policies, standards, and regulations of the City;
 - c. A less than satisfactory annual evaluation as defined in Section 7;
 - d. Conviction of Federal or State law constituting a felony or a crime of moral turpitude (City Clerk shall be suspended without pay during the time any such criminal prosecution or appeal is pending); or
 - e. Willful and intentional insubordination as to the Mayor or City Council so long as the requested action did not violate any ethical standards, federal or state law or local ordinance.
4. In the event the City Clerk voluntarily resigns or retires from her position with the City and unless otherwise directed by City, the City Clerk agrees to provide prompt assistance in the hiring of a replacement City Clerk if so requested by Mayor and Council.

Section 5 Termination and Severance Pay.

1. In the event City determines to terminate the City Clerk without Good Cause, the City Clerk shall be paid three (3) months of full salary and all Accrued Benefits, including all family Insurance Benefits, the City Clerk was receiving before notice of termination. Provided, however, that in the event the City Clerk (i) is terminated with Good Cause, (ii) resigns, (iii) retires, (iv) elects not to renew her Agreement during a Renewal Term, or (iv) reaches the Final Expiration Date of this Agreement or (v) is convicted of an act set forth in Section 4(c)(4), the City shall have no obligation to give any notice of termination, and City Clerk shall not be entitled to three (3) months' salary pay or Insurance Benefits, but shall be entitled to Accrued Benefits only.

2. Payments in such case shall be made in periodic installments as set forth in Section 6 and shall include a continuation of all Accrued Benefits. City Clerk may take part-time or consulting work while receiving severance benefits but Insurance Benefits would terminate upon the acceptance of full-time employment.
3. If the City chooses not to renew this Agreement during a Renewal Term, the City Clerk's employment with the City of Kennesaw shall be ended and she shall be entitled to Severance as set forth in Section 5 of this Agreement.

Section 6 Salary.

1. The City Clerk's Annual Salary shall be \$52,500.00 with an effective date of April 04, 2020, as outlined in Section 1.
2. The City Clerk shall be paid in installments at the same time as other employees of the City are paid.
3. Subsequent to the successful completion of the one year probationary period, the City Clerk will receive a \$2,500.00 pay increase, bringing her annual salary to \$55,000.00.
4. The City reserves the right to increase or decrease the base salary and/or other benefits of City Clerk in such amounts and to such extent as the City may determine based upon the annual salary review made in conjunction with City Clerk's performance evaluation. Increased compensation can be in the form of a salary increase and/or bonus.
5. The City Clerk shall be entitled to all cost of living increases afforded other employees of the City in the years following the successful completion of her one year probation.

Section 7 Performance Evaluation.

1. The Mayor and City Council shall review and evaluate the performance of the City Clerk at least once annually in advance of the adoption of the annual budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Mayor and City Council in addition to the position's job description, and conveyed to the City Clerk. Said criteria may be added to or deleted from as the Mayor and City Council may from time to time determine in consultation with the City Clerk. Further, the Mayor and City Council shall provide the City Clerk with a written statement of its findings and provide an adequate opportunity for the City Clerk to discuss the evaluation with the Mayor and City Council.
2. Annually, Mayor and City Council shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

3. In the event of a renewal or extension of this Agreement, it shall be deemed that (a) and (b) above are in compliance by both parties.

Section 8 Hours of Work. The City Clerk shall be expected to perform the duties of the position and be on the job during regular business hours and shall, in addition thereto, be expected to attend all regular and special meetings of the City, work sessions, commissions, and other meetings as are necessary. It is recognized the City Clerk may be required to work in addition to these specified times and shall be entitled to reasonable compensatory time off; provided, however, that compensatory time shall be taken as City business permits and shall not necessarily be on any strict hour for hour or day for day basis for work performed above and beyond the indicated hours and duties in the first sentence of this section.

Section 9 Outside Activities. City Clerk shall not spend more than ten (10) hours per week in teaching, counseling or other non-City connected business without the prior approval of the Mayor and City Council and shall not undertake any functions, which would conflict, in any way, with her ability to provide undivided fidelity to her duties as City Clerk.

Section 10 Vacation, Sick, and Military Leave.

1. Vacation time shall be determined at the same rate as other regular, full-time City employees, and is subject to any current or future policies or procedures, as set forth in the “City of Kennesaw Personnel Policy and Procedures Manual” (Ordinance # 2014-11, September 2, 2014, as amended); except that there shall be no cap limits.
2. Sick leave, holidays, and all other leave shall be accrued at the same basis and at the same rate as regular, full-time City employees, and is subject to any current or future policies or procedures, as set forth in the “City of Kennesaw, Personnel Policy and Procedures Manual” (Ordinance # 2014-11, September 2, 2014, as amended); except that there shall be no cap limits.
3. All accrued vacation, sick leave, and holiday time accumulated from employment with the City prior to the execution of this Agreement shall be credited to the City Clerk.

Section 11 Health, Disability, and Life Insurance.

“Insurance Benefits” include the following:

1. The City agrees to allow the City Clerk and her dependent children to participate in the health, hospitalization, surgical, vision, dental, and comprehensive medical insurance plans offered to all other employees of the City of Kennesaw. The costs of the selected plans shall be incurred by the City Clerk and at the same rate for other City employees.
2. The City agrees to allow the City Clerk to participate in insurance plans designed for short-term and long-term disability coverage. The costs of the selected plans shall be incurred by the City Clerk and at the same rate for other City employees.

Section 12 Retirement. City Clerk shall be entitled to retirement benefits under the terms and conditions of the City of Kennesaw's retirement plan.

Section 13 Dues and Subscriptions. City agrees to pay dues for City Clerk for the International Institute of Municipal Clerks Association and Georgia City Clerks Association or any other such professional organizations that the City Clerk deems necessary upon approval of the Mayor and Council.

Section 14 Professional Development. City agrees to permit City Clerk to attend, during regular business hours, the Annual IIMC National Conferences and the state convention of the Georgia Municipal Association. It is expected the City Clerk will make a determination as to the relevance to her duties of the matters covered before attending any of these meetings but it shall be presumed that the above-specified sessions are relevant. City Clerk may attend such other conferences, meetings, etc. as are approved by the Mayor and City Council. City shall pay reasonable, ordinary and necessary expenses related to the attendance of said conferences.

Section 15 Automobile, Cellular Phone, and Credit Card. In addition to the base salary, the City shall provide the City Clerk with the following:

1. The City Clerk will be allowed an automobile mileage reimbursement at the rate given to City employees as set forth in the "City of Kennesaw, Personnel Policy and Procedures Manual" (Ordinance # 2014-11, September 2, 2014, as amended);
2. The use of a City cellular telephone and other electronic devices to be used in the course of City business, and is subject to any current or future policies or procedures, as set forth in the "City of Kennesaw, Personnel Policy and Procedures Manual" (Ordinance # 2014-11, September 2, 2014, as amended);
3. The City Clerk shall receive a City credit card that is to be used only for expenditures necessitated by the City Clerk's employment, and is subject to any current or future policies or procedures, as set forth in the "City of Kennesaw, Personnel Policy and Procedures Manual" (Ordinance # 2014-11, September 2, 2014, as amended).

Section 16 Indemnification. City shall defend, save harmless, and indemnify City Clerk from any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of alleged acts or omissions incurring in the performance of duties as City Clerk. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without prior approval of the City Clerk.

Section 17 Bonding. City shall bear the full cost of any fidelity or other bonds required of the City Clerk under the law or ordinances.

Section 18 Other Terms and Conditions of Employment.

1. The Mayor and City Council, in consultation with the City Clerk, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Clerk, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.
2. All provisions of the City Charter, ordinances and regulations, and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to City Clerk as they would apply to all employees of the City, in addition to said benefits enumerated specifically for the benefit of City Clerk except as herein provided.

Section 19 General Provisions.

1. If any provision or any portion hereof shall be held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect. In the event of a conflict between this Agreement and State Law or the Charter, the conflicting provision of this Agreement shall be void.
2. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Georgia and jurisdiction and venue for all disputes under this Agreement lies exclusively in the Superior Court of Cobb County, Georgia.

Section 20 Complete Agreement. This Agreement and the rights under the City Charter shall be the sole source of the City Clerk's rights, benefits and advantages, including but not limited to hearing rights prior to termination.

City of Kennesaw ("City")

Lea Elizabeth Addington ("City Clerk")

By: _____
Derek Easterling
Its: Mayor
Dated: _____

Lea Elizabeth Addington
Dated: _____

Attested to:

By: Jeff Drobney,
Its: City Manager
Dated: _____



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION authorizing Program Year 2020 Community Development Block Grant (CDBG) Subrecipient Agreement between Cobb County and City of Kennesaw.
Agenda Comments:	The Cobb County Board of Commissioners has appropriated \$128,977 for the City of Kennesaw's continuation of the Community Development Block Grant (CDBG) program. This grant will be used for curb and gutter replacement and stormwater improvements in Woodland Acres infrastructure improvements. Before the funds can be awarded, the City must execute a Subrecipient Agreement with Cobb County that stipulates the City will comply with the responsibilities outlined for the CDBG program. Agreement has been reviewed by legal. Request is for Council to authorize the Mayor to sign the 2020 CDBG Subrecipient Agreement. The Public Works Director recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/21/2020	Resolution
Agreement	2/21/2020	Exhibit

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-____, 2020

**RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS BETWEEN COBB
COUNTY AND CITY OF KENNESAW COBB COUNTY SUBRECIPIENT
AGREEMENT NO. CD20-C20C3-F, HUD GRANT NO. B-20-UC-20-0002**

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

WHEREAS, Cobb County has received a Program Year 2020 Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act (HCDA) of 1974, as amended, HUD grant number B-20-UC-20-0002; and

WHEREAS, Cobb County Board of Commissioners has appropriated \$128,997 for the City of Kennesaw's use, Cobb County Subrecipient Agreement No. CD20-C20C3-F; and

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

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

PASSED AND ADOPTED at a regular meeting of the Kennesaw Mayor and Council on this ____ day of March, 2020.

ATTEST:

CITY OF KENNESAW:

Debra Taylor, City Clerk

Derek Easterling, Mayor



COBB COUNTY CDBG PROGRAM OFFICE

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

Kimberly Roberts
Managing Director



PROGRAM YEAR 2020

COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT CITY OF KENNESAW

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PY 2020
COBB COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: CITY OF KENNESAW

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: CD20-C20C3-F

HUD GRANT NO: B-20-UC-20-0002

THIS AGREEMENT, made and entered into on the 1st day of January 2020 by and between Cobb County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners [BOC], hereinafter referred to as the "County", and City of Kennesaw, a CDBG subrecipient organization (either a participating municipality in the Cobb County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Cobb County, Georgia, and serving CDBG-eligible residents of Cobb County;

WITNESSETH:

WHEREAS, Cobb County has received a Program Year [PY] 2020 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, a total of **\$128,997.00 (Woodland Acres Infrastructure Improvements)** from Program Year 2020 CDBG funds has been appropriated by the Cobb County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 5; with the Lease Agreement requirements included as Exhibit 6, if applicable; with the property use requirements included as Exhibit 7, if applicable; with the HUD regulations included as Exhibit 8; and, with the Subrecipients CDBG Application included as Exhibit 9;

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

Item 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Cobb County CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than March 31, 2021.**

Item 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	1/1/2020
Deadline for Expenditure of Funds	3/31/2021
Agreement Termination Date	3/31/2021
Deadline for Receipt of Final Reimbursement Request	4/30/2021

Item 3. Uniform Administrative Requirements

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

Other Program Requirements

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

Item 4. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

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

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

Item 6. Record Keeping/Reporting

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

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

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

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

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

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

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all

persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development.

These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 3, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

File Organization and Maintenance

Subrecipient should structure its project/case files and other records to comply with the general **CDBG standard for record keeping** which that records must be *accurate, complete and orderly*. Records should demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR § 570.208 and particularly the record-keeping requirements at § 570.506(b) (1) - (12)) as reflected in Exhibit 13 of this Agreement. All Subrecipient must comply with 24 CR § 5.609: Annual Income to determine the anticipated annual income of all adults in the household in accordance with the Part 5 definition of annual income.

Case File Organization

Subrecipient case files should include at minimum:

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

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

Documenting Eligibility

Application for Services Minimum Requirements

- ☐ Intake Date
- ☐ Applicant Information:

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

Regulation: Anticipated annual income of all adults in the family should be determined by using **24 CFR § 5.609** definition of annual income (Exhibit 14).
- ☐ Sources of Income Verification
 - ☒ Third Party

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

 - Written – a certified letter verifying the source of income.
 - Oral – For all oral verification, file documentation must include facts, time and date of contact, and name and title of third party.
 - ☒ Source Documents Provided by Applicant

Examples: Two consecutive months of paycheck stubs, award letters, pension account statements.
 - ☒ Self-Declaration

Not always appropriate.

☐ Calculating Income

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

Retention of Records

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

Item 7. Funding

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

Item 8. "Hold Harmless"

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

Item 9. Procurement

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

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

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

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

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

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

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

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

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

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

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The Subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The Subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

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

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Subrecipient or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Subrecipient; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

Item 10. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Item 11 of this Agreement]]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part § 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 4, 6, and/or 7.

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

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

A. Change in Real Property Status:

1. Sale of Property:

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership [title] to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership [title] to another entity that **does not continue** to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to

repay to the County CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

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

2. Change in Use of Property:

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

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

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

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

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

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

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

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

D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 6. Said lease agreement must contain, at a minimum, the following items and any other items determined by the County to be applicable to the specific lease:

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

12. The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum 15 years) must be executed which meets the standards specified above in Section A. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to insure its compliance with the terms of this Agreement.
- F. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County, if required by the County. Such a document(s) provides the County with a mechanism to insure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 7.

Item 12. "Force Account" Work

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

Item 13. Wage Rates

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

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

It is national policy that recipients take those steps necessary to assure that minority business enterprises (MBE), women's business enterprises (WBE) and labor surplus area firms are used whenever possible.

Thus, recipients are encouraged to adopt policies and procedures that will promote the use of small, minority, women-owned, labor surplus area and local businesses (hereafter referred to as "MBE/WBE firms") as sources for supplies, equipment, construction and professional services.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Item 15. "Section 3" Clause

A. Compliance

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

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

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

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority

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

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

B. Subcontracts

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

Item 16. Environmental Clearance

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

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

THE SUBRECIPIENT MAY NOT OBLIGATE OR EXPEND ANY FUNDS PROVIDED THROUGH THIS AGREEMENT UNTIL THE COUNTY PROVIDES TO THE SUBRECIPIENT A "NOTICE TO PROCEED," WHICH SHALL REPRESENT, IN PART, THE COMPLETION OF THE

ENVIRONMENTAL REVIEW PROCESS, AND THE NOTICE FOR RELEASE OF FUNDS BY HUD FOR THE PROJECTS/ACTIVITIES IDENTIFIED IN THIS AGREEMENT.

Item 17. Technical Assistance

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

Item 18. Review Authority

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

Item 19. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing form to the Cobb County CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the Cobb County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 20. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 4 of this Agreement. The termination date of this Agreement is March 31, 2021.

Item 21. Program Income

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

- A. The Subrecipient acknowledges, by the executing this Agreement, the Subrecipient shall **report monthly all program income** (as defined at 24 CFR § 570.500(a)) generated by activities

carried out with CDBG funds made available under this contract. When CDBG program income is generated by an activity that is only partially assisted with CDBG funds (i.e., other funds were also used to carry out the project activity), the program income shall be prorated to reflect the percentage of CDBG funds used and deducted from the Subrecipients monthly reimbursement request.

- B. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

CALCULATING THE PERCENTAGE OF CDBG INVESTMENT

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

EX: $\$318,222 \text{ (Op. Budget)} \div \$25,000 \text{ (Grant)} = 13\% \text{ (Investment)}$

CALCULATING CDBG EARNED INCOME

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

EX: $\$4,784 \text{ (Fees)} \times 13\% \text{ (Investment)} = \$609.00 \text{ (CDBG Earned Income)}$

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

REPORTING EARNED INCOME

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

Item 22. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The Office of Management and Budget (OMB) released new guidance on *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. As described in 2 CFR §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations contained in OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133.
- B. Subrecipients shall comply with the following audit requirements as listed in 2 CFR § 200.501.

§200.501 Audit requirements.

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

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

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

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

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

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit

under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

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

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

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

C. Cobb County audit standards:

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

- 1) The Subrecipient shall have an annual audit conducted by a qualified auditor in keeping with the standards of OMB Circular 2 CFR § 200.501, Audits of States, Local Governments and Nonprofit Institutions, and a copy of the audit findings, or independent auditor's statement, shall be submitted to the Cobb County CDBG Program Office, ATTN: CDBG Coordinator, within 120 days of the end of the Subrecipient's fiscal year;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above that person that prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by the Executive Director or a member of the governing board;

- 3) Requests for reimbursement submitted to the County shall attach a copy of the appropriate invoice and canceled check for each expense for which reimbursement is being requested. If bank checks are not returned to the Subrecipient, a copy of the bank statement identifying the check may be substituted for the check;
- 4) Cobb County shall periodically perform program reviews of Subrecipient financial records, generally at least once during the period covered by this Agreement. This review will, at a minimum, include procedures to verify documentation of expenditures requested in one or more reimbursement requests;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Cobb County that these reportable conditions exist; and
- 6) If the Subrecipient receives only CDBG funds and no other Federal funds, and if the total CDBG funds received is less than \$25,000, the Subrecipient may indicate by checking and signing here that the Subrecipient is requesting authority from Cobb County to submit a separate schedule covering CDBG funds within the General Audit of the Subrecipient.

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

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

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

Item 23. Performance

The subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

Item 24. Disputes, Default, and Termination

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

Item 25. Suspension and Termination

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

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

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either Cobb County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, and Cobb County determines that

the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

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

Item 26. Repayments

Any CDBG funds invested in activities that does not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the Cobb County CDBG Program Office by the Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb County is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 27. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

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

conducting eligible activities under the specific HUD program. In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

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

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

1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the Cobb County Board of Commissioners, County Manager, and HUD have provided.
2. Provide the CDBG Program Office, the Cobb County Board of Commissioners, and the County Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., Cobb County Celebration of National CD Week] in Projects funded in whole or in part with CDBG funds.
3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD in the funding assistance provided to the Subrecipient.
4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD require.

Item 29. Allowable Costs for Pre-Award

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

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

Item 30. Reimbursement Process

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

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

Submit Reimbursement requests to cobbcdbgpayers@cobbcountycdbg.com

Item 31: Conflict of Interest

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

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

- No employee, officer or agent of the recipient shall participate in the selection, award or administration of a contract supported by federal funds if there is a real or an appearance of conflict of interest.
- The subrecipient's officers, employees or agents may not solicit or accept gratuities, favors or items of monetary value from contractors, potential contractors or sub-recipients. However, a recipient may include additional guidance for situations when the financial interest is insubstantial or an unsolicited gift is of nominal value.
- To the extent allowed by state or local laws and regulations, such standards of conduct shall provide for penalties, sanctions or disciplinary actions for violations.
- The Subrecipient may provide for additional prohibitions.

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

- Acquisition and disposition of real property.
- Recipient or sub-recipient assistance to individuals, businesses or other private entities for rehabilitation, preservation or other improvements of private properties or facilities.
- Grants, loans or other assistance provided to businesses, individuals or other private entities such as neighborhood based organizations, small business investment companies and local development corporations engaged in special economic development activities.
- These provisions apply to the following:
 - any person who is an employee, agent, consultant, officer, elected official or appointed official
 - of the recipient;
 - any member of the above mentioned parties' immediate family;
 - a partner of the above mentioned parties;

Item 32. Hatch Act

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

Item 33. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

Item 34. Insurance

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

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

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

Item 35. Registration

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

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

For City of Kennesaw:

For Cobb County:

Signature of Authorized Person

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Typed or printed name and title

Date of Signature

Date of Signature

Attest: _____
Signature

Attest: _____
County Clerk's Office

Typed or printed name and title

Date of Signature

Date of Signature

Kimberly Roberts, Managing Director
Cobb County CDBG Program Office

Date Approved by Subrecipient Governing
Body: _____

Date of Signature

Imprint Subrecipient Corporate Seal Here:

Board Action Date: _____

Approved As To Form:

Cobb County Attorney's Office

See Also Attached Exhibit(s)

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

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

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Cobb County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Cobb County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR §570.606;
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: 3080 Moon Station Road, Kennesaw, GA 30144

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

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

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

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

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

Date of Attesting Person's Signature

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

A. Lobbying Certification - Paragraph n

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

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

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

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

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

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

contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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

EXHIBIT 2
SCOPE OF SERVICES

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

Agency: **City of Kennesaw**

<u>Activity Name(s):</u>	<u>Activity Number:</u>	<u>Amount:</u>
Woodland Acres Infrastructure Improvements	CD20-C20C3-F	\$128,997.00

The total PY 2020 CDBG budget for this activity shall not exceed a total of **\$128,997.00**. The Agreement shall be effective on the date specified on Page 4 of this Agreement and terminate on March 31, 2021, unless extended by the CDBG Program Office. The activity shall be completed by **March 31, 2021**. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. Reporting requirements shall continue until December 31, 2025.

Scope of Work:

The City of Kennesaw will utilize CDBG funding to complete their Woodland Acres Infrastructure Improvements Project, which will include safety improvements. This area, which houses mostly long-term residents who now need sidewalks to safely walk the neighborhood, does not have sidewalks for pedestrian movement. These improvements will also promote neighborhood care, increase property values, and encourage residents to better maintain their properties.

GENERAL REQUIREMENTS:

Budget Modifications

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

Activity Delivery Costs/Direct Costs

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

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

Reporting Requirements

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

Special Stipulations for Non-Real Property Acquisitions

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

EXHIBIT 3: CDBG MONTHLY SERVICES REPORT**CDBG MONTHLY SERVICE REPORTING INSTRUCTIONS**

CDBG Monthly Service Reports are due by the 15th of every month.

Please follow these instruction for an accurate report submission:

1. Under Section 1, you will report each client and their family based on the household's annual median income percentage.
 - a. The first column under section 1 lists the income percentage categories, which are defined in the chart at the bottom of page 2. You will utilize this first column and the income limit chart to decipher which income category the client &/or family falls under based on their verified income.
 - b. In the second column, please report the total number of NEW clients served during this month based on the income documentation that has been verified by your organization.
 - c. In the next column, please report the cumulative total number of clients served during this program year.
 - d. In the fourth column, please report the total number of NEW families served during this month.
 - e. In the fifth column, please report the total number of families served during this program year. This number should match the number of files that are kept for this program year.
2. Under Section 2, you will report each individual client served based on their race, sexual identity and ethnicity.
 - a. The first column under section 2 lists each race category. You will utilize this first column and the client's racial self-identification to decipher which category the client falls under.
 - b. In the second column, please report all NEW male clients served during this reporting period based on their self-identified race. At the bottom of the column, please add all male clients served & list this total in the Totals row.
 - c. In the third column, please report all NEW female clients served during this reporting period based on their self-identified race. At the bottom of the column, please add all female clients served & list this total in the Totals row.
 - d. In the fourth column, please report all NEW Hispanic or Latino clients served during this reporting period based on their self-identified race.
 - e. In the fifth column, please report all NEW Non-Hispanic and Non-Latino clients served during this reporting period based on their self-identified race.
 - f. In the sixth column, please total all NEW clients served during this reporting period based on their self-identified race.
 - g. In the seventh column, please report the cumulative total number of clients served during this program year.
3. Under Section 3, you will report each individual client that lives in a Female-Headed Household.
 - a. In the first column under section 3, please report all NEW clients served during this month who live in a Female-Headed Household.
 - b. In the second column under section 3, please report the cumulative year to date total number of clients served who live in a Female-Headed Household.
4. Under Section 4, you will report each individual client that is eligible under one of the presumed benefit groups. **Do not** complete this section unless one of these categories was used to qualify your activity for CDBG funding.
 - a. The first column under section 4 lists the five CDBG presumed benefit categories.
 - b. In the second column, please report the total number of NEW clients served during this reporting period based on their eligible presumed benefit category.
 - c. In the third column, please report the cumulative total number of clients served for each category during this program year.
5. Under Section 5, you will need to provide your organization's program income (only if service fees are charged).
 - a. In the first column of section five, you will report your program income for the month.
 - b. In the second column, you will report your cumulative program income for the year.

**COBB COUNTY CDBG PROGRAM OFFICE
CDBG MONTHLY SERVICES REPORT**



Month/Year of Report:	
Agency Name:	
Activity Name:	
Person Submitting Report:	Date:

NEW PERSONS SERVED THIS MONTH

1. New Clients and Families Served - Listed by Percentages of Median Household Income	Total Number of Clients Served for the Month	Total Number of Clients Served for the Year	Total Number of Families Served for the Month	Total Number of Families Served for the Year
A. New Clients Served [Extremely Low 0%-30% Median Family/Household Income]				
B. New Clients Served [Extremely Low 31%-50% Median Family/Household Income]				
C. New Clients Served [Extremely Low 51%-80% Median Family/Household Income]				
D. Total Lines A+B+C				
E. New Clients Served [Over 80% Median Family/Household Income-NON CDBG ELIGIBLE]				
F. Total of lines D+E				
G. Calculate % of CDBG Eligible Clients - Line D divided by Line F				

2. Number of New Clients Served - Identified by Each Individual - Listed by Race/Sex/Ethnicity	Male Clients	Female Clients	Hispanic or Latino Clients	Non-Hispanic or Non-Latino Clients	Total Number of Clients Served for the Month	Total Number of Clients Served for the Year
White						
Black/African-American						
Asian						
American Indian/Alaskan Native						
Native Hawaiian/Pacific Islander						
American Indian/Alaskan Native & White						
Asian & White						
Black/African-American & White						
American Indian/Alaskan Native & Black/African American						
Other Multi-Racial						
TOTALS						

3. Number of New Female-Headed Households Served This Month		
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4. Presumed Benefit Groups Served - Only Use the Category Used to Qualify Your Activity for CDBG funding	Total	Year to Date Total
Elderly - Age 62 and Older - Number of New Clients Served		
Adults with Disabilities - Number of New Clients Served		
Homeless Persons - Number of New Clients Served		
Abused Spouses - Number of New Clients Served		
Abused/Neglected Children - Number of New Clients Served		
TOTALS		

5. Provide Your Program Income:	\$	\$
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CDBG MAXIMUM HOUSEHOLD INCOME LIMITS

FY2019 Income Limits
Effective: June 28, 2019

Family/Household Size	Extremely Low	Very Low Income 50%	Low Income 80%
1	\$16,750	\$27,900	\$44,650
2	\$19,150	\$31,900	\$51,000
3	\$21,550	\$35,900	\$57,400
4	\$23,900	\$39,850	\$63,750
5	\$25,850	\$43,050	\$68,850
6	\$27,750	\$46,250	\$73,950
7	\$29,650	\$49,450	\$79,050
8	\$31,550	\$52,650	\$84,150

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

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

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

Signature/Position Title for CDBG Subrecipient

Date Signed

Signature – Reviewed/Approved

Date Signed

Cobb County CDBG Program Office

EXHIBIT 4
NON- REAL PROPERTY INVENTORY
[USE SEPARATE PAGES FOR EACH INDIVIDUAL PIECE OF EQUIPMENT]

Date of Inventory: _____

Name of Agency: _____

Agency Address: _____

City: _____ State: _____ Zip Code: _____

Address Where Asset Located: _____

Program Year: 2020

Project Name: _____ Project No.: _____

Date Acquired: _____ Agency Asset No.: _____

Serial No.: _____

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

Agency Accounting System Identification Information:

Your Purchase Order No.: _____

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

Date of Subrecipient Check: _____

Unit Cost of Item: \$ _____

Quantity _____

Total Cost of Item: \$ _____

Person Preparing This Form _____ Date: _____

EXHIBIT 5

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 6

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 7

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 8

HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

24 CFR Part 570:

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

OMB CIRCULARS

Title 2: Grants and Agreements

**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT
REQUIREMENTS FOR FEDERAL AWARDS**

[http://www.ecfr.gov/cgi-
bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=
HTML](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)

**GUIDE TO NATIONAL OBJECTIVES AND ELIGIBLE ACTIVITIES FOR CDBG ENTITLEMENT
COMMUNITIES**

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

CHAPTER 5: DETERMINING INCOME & CALCULATING RENT – HUD

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

EXHIBIT 5-1: INCOME INCLUSIONS AND EXCLUSIONS – HUD

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

EXHIBIT 9

CDBG APPLICATION

[On File at the Cobb County CDBG Program Office]

EXHIBIT 10
CDBG BUDGET

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

EXHIBIT 11
GENERAL ASSURANCES

The Contractor and Subrecipient shall comply with the following requirements:

I. IMMIGRATION COMPLIANCE

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

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

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

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

- A. That affidavits in the required form be executed from the Owner (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of any Owner contract and/or subcontract;
- B. That the Owner (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under this Agreement or subcontract which is to be paid for with County funds;
- C. That the Owner (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier to be paid for with County funds;
- D. That the Owner be responsible for obtaining and providing to the COUNTY the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required under the County "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
- E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- F. That Owner and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Owner to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures;

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

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

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

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

Signature - Subrecipient

Typed Name - Subrecipient

Title

Signature Date

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
E-VERIFY**

Senate Bill 529 is the "Georgia Security and Immigration Compliance Act" of 2006 (Act 457). Section 2 of SB 529 enacted new work eligibility verification requirements that apply to Georgia's public employers, and the contractors and subcontractors of Georgia's public employers. Under Section 2 of SB 529, "Public Employers, Their Contractors and Subcontractors are Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program".

The new rules designate the "Employment Eligibility Verification (EEV) / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at <https://e-verify.uscis.gov/enroll>.

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. 13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with Cobb County has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with Cobb County, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. 13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to Cobb County at the time the Sub-Contractor(s) is retained to perform such services.

Please Complete the Attached Affidavit

**Georgia Security & Immigration Compliance Act
CONTRACTOR AFFIDAVIT AND AGREEMENT****Contractor Name:** _____**STATE OF GEORGIA****County:** _____

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cobb County has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Services Bureau of 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 Cobb County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Cobb County at the time the subcontractor(s) is retained to perform such service.

E-Verify Employment Eligibility Verification User Identification Number_____
Name of Contractor_____
Signature of Authorized Officer or Agent of Contractor_____
Title of Authorized Officer or Agent of Contractor_____
Printed Name of Authorized Officer or Agent**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public**My Commission Expires:** _____

* 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.

*See <https://e-verify.uscis.gov/enroll/StartPage.aspx?IS=YES> to access your EEV/E-Verify Identification Number.

EXHIBIT 12
CONFLICT OF INTEREST POLICY & CERTIFICATION
PROGRAM YEAR 2020

In the procurement of supplies, equipment, or Professional Services [i.e. Architect, Engineer, General Contractor] by Subrecipients, the Conflict of Interest provisions in, 200.318 (c) (1)., shall apply. HUD Regulations stipulate that no person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient can do the following:

- exercises any function or responsibilities with respect to CDBG activities;
- is in a position to participate in the decision making [hiring] process;
- or gains inside information with regard to such activities:

May obtain a financial benefit from the CDBG activity or have a financial interest in any contract with respect to CDBG activities or its proceeds for themselves or those they have business or immediate family ties with. [24 CFR § 570.611 (b) & (c)]

Non-Competitive Activity:

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

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

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

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

Political Contributions:

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

Conflict of Interest:

The Subrecipient agrees to abide by the provisions of 24 CFR § 84.42 and § 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

Confidential Information:

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

Violation of Policy:

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

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

PROGRAM YEAR 2020
CONFLICT OF INTEREST
CERTIFICATION

TO BE COMPLETED BY THE SUBRECIPIENT:

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

- ☐ To the best of our knowledge and belief, we do not presently have any conflicts of interest that might interfere with any CDBG assisted activity.
- ☐ We have an actual or potential conflict of interest and have described the parties, activities, and/or situation to the best of my ability below:

EXPLANATION:

Signature: _____ **Title:** _____
(Executive Director or Board Chair)

Date: _____

Exhibit 13
Record-Keeping Checklist for Tracking Activities

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

Date Checklist Last Updated: _____

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

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

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

EXHIBIT 14
INCOME INCLUSIONS/EXCLUSIONS

Exhibit 5-1

4350.3 REV-1

Exhibit 5-1: Income Inclusions and Exclusions

24 CFR 5.609(b) and (c)

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

INCOME INCLUSIONS

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a **periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph;**
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;
- (6) Welfare Assistance.
 - (a) Welfare assistance received by the family.
 - (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as

Exhibit 5-1

4350.3 REV-1 CHG-3

income shall consist of:

- (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
- (9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income.
(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance.)

INCOME EXCLUSIONS:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);
- (8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);

Exhibit 5-1

4350.3 REV-1

- (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time; or
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- (9) Temporary, nonrecurring, or sporadic income (including gifts);
 - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
 - (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
 - (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - (15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

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

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c]);
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- (p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);

Exhibit 5-1

4350.3 REV-1

- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

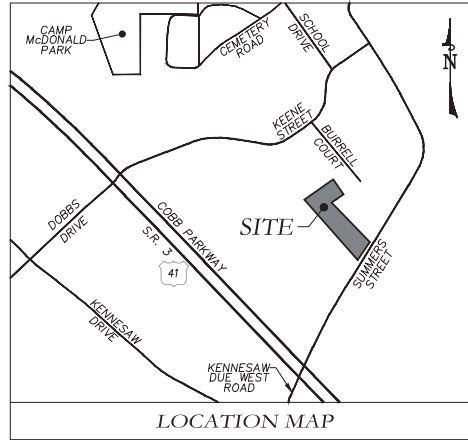
Title of Item:	Final plat for one parcel splitting into two parcels as submitted by Parke Lammerts/Core Property Capital. Property identified as 2601 Summers Street.
Agenda Comments:	Property identified as Land Lot 167, Tax Parcel 40 within the Central Business District. This final plat is being submitted for purpose of subdividing one parcel into two separate parcels (tracts 1 & 2) for future mixed-use development to be known as Kennesaw Town Center. Plan Review Committee has reviewed the submitted plat, which is in compliance, and recommends approval of the plat creating two separate tracts.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Final Plat - 2601 Summers Street	2/17/2020	Maps
2.18.2020 Plan Review Compliance Letter	2/18/2020	Backup Material
Final Plat Application - 2601 Summers Street	2/17/2020	Backup Material
Declaration of Access Easement	2/17/2020	Backup Material

Surveyor's Acknowledgment:
I hereby certify that the plan shown and described hereon is a true and correct survey made on the ground under my supervisions, that the monuments have place placed as shown hereon and is to the accuracy and specifications required by the Kennesaw Development Standards.

Registered Georgia Land Surveyor _____ Date _____



SURVEYOR'S CERTIFICATE (STATE OF GEORGIA)

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT, THE NAME OF SUCH LOCAL JURISDICTION AND THE NUMBER OF THE APPLICABLE ORDINANCE OR RESOLUTION PROVIDING THAT NO SUCH APPROVAL IS REQUIRED ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



CAROL ANNE MARTIN, GA RLS NO. 2544

DATE _____

TRACT ONE AREA = 0.684 ACRE
TRACT TWO AREA = 0.362 ACRE

TOTAL AREA = 1.046 ACRES
(INCLUDES 0.132 ACRE IN 20' ACCESS EASEMENT)

SYMBOL LEGEND

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

LINE TYPE LEGEND

- ADJOINING PROPERTY LINE
- CREEK CENTERLINE
- LAND LOT LINE
- METAL FENCE
- WIRE FENCE
- WOOD FENCE
- RAILROAD TRACK
- OVERHEAD UTILITY LINE
- UNDERGROUND CABLE TV LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS PIPE
- UNDERGROUND SANITARY SEWER PIPE
- UNDERGROUND STORM SEWER PIPE
- UNDERGROUND STREET LIGHTING LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND TRAFFIC LINE
- UNDERGROUND WATER PIPE

ABBREVIATIONS

- A.E. ACCESS EASEMENT
- BM BENCHMARK
- BSL BUILDING SETBACK LINE
- C.L. CENTERLINE
- C.L.F. CHAIN LINK FENCE
- CMF CONCRETE MONUMENT FOUND
- CONC. CONCRETE
- CTP CRIMPED TOP PIPE
- DB DEED BOOK
- D.E. DRAINAGE EASEMENT
- EX. EXISTING
- EOP EDGE OF PAVEMENT
- FEN. FENCE
- L.L. LAND LOT LINE
- OTP OPEN TOP PIPE
- PB PLAT BOOK
- PAGE. PAGE
- P.L. PROPERTY LINE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- PROP. PROPOSED
- R/W RIGHT OF WAY
- SS SANITARY SEWER
- S.S.E. SANITARY SEWER EASEMENT
- P.L. PROPERTY LINE
- SSMH SANITARY SEWER MANHOLE
- TB TOP OF BANK
- U.E. UTILITY EASEMENT
- CI CURB INLET
- DI DROP INLET
- DWCB DOUBLE WING CATCH BASIN
- FES FLARED END SECTION
- HW HEADWALL
- JB JUNCTION BOX
- OCS OUTLET CONTROL STRUCTURE
- SWCB SINGLE WING CATCH BASIN
- WI WEIR INLET
- YI YARD INLET
- CMP CORRUGATED METAL PIPE
- DIP DUCTILE IRON PIPE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- PVC POLYVINYL CHLORIDE PIPE
- RCP REINFORCED CONCRETE PIPE
- VCP VITRIFIED CLAY PIPE

OWNERS' ACKNOWLEDGMENT

I hereby certify as the owner of the land shown on this plat and whose name is subscribed hereto, acknowledge that this plat was made from an actual survey, and for value received the sufficiency of which is hereby acknowledged, do hereby convey access to all private streets and rights-of-way, water mains and sewer lines shown hereon in fee simple to the appropriate jurisdiction and further dedicate to the use of the public forever all alleys, parks, watercourses, drains, easements and public places hereon shown for the purposes and consideration herein expressed, in consideration of the approval of this development plan and other valuable consideration, the owner further releases and holds harmless Kennesaw from any and all claims, damages or demands arising on account of the design, construction and maintenance of the property shown hereon on account of the roads, fills, embankments, ditches, cross drains, culverts, water mains, sewer lines, and bridges within the proposed rights of way and easements shown; and on account of backwater, the collection and discharge of surface water, or the changing of courses of streams. And further the owner warrants that he owns fee simple title to the property shown hereon and agrees that Kennesaw shall not be liable to him, his heirs, successors or assigns for any claims or damages resulting from the construction or maintenance of cross drain extensions, drives, structures, street, culverts, curbs of sidewalk, the changing of courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. I further warrant that I have the right to sell and convey the land according to this plat and do hereby bind myself and owners subsequent in title to defend by virtue of these presents.

All detention ponds shown are to be owned and maintained by project owners/homeowners associations.

The City of Kennesaw will not accept for perpetual maintenance for any detention facilities or anything outside city right-of-way

Owner's Signature _____

Date _____

REVISION

DATE

MINOR PLAT OF:
2601 SUMMERS STREET
LOCATED IN LAND LOT 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
JULY 11, 2019

GUNNIN
LAND SURVEYING



107 Mountain Brook Drive, Suite 104 Canton, GA 30115
www.gunninlandsurveying.com
License No. LSI 901003
T: 770.480.7502
F: 770.459.4731

DRAWN BY: CAM
CHECKED BY: JRG

PROJECT NO. 18121

SHEET OF
1 2

KEENE STREET

f.k.a. DOBBS STREET
f.k.a. SCHOOL STREET
f.k.a. BROAD STREET
40' WIDTH R/W

ABBREVIATIONS

A.E.	ACCESS EASEMENT
BC	BACK OF CURB
BM	BENCHMARK
BSL	BUILDING SETBACK LINE
CATV	CABLE TV
CBOX	CABLE BOX
CO	CLEANOUT
CPED	CABLE PEDESTAL
C&G	CONCRETE CURB AND GUTTER
CI	CURB INLET
C.L.	CENTERLINE
C.L.F.	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
COR.	CORNER
CPP	COATED PLASTIC PIPE
CTP	CRIMPED TOP PIPE FOUND
DB	DEED BOOK
D.E.	DRAINAGE EASEMENT
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DIR.	DIRECTION
DWCB	DOUBLE WING CATCH BASIN
EBOX	ELECTRIC BOX
EM	ELECTRIC METER
EOP	EDGE OF PAVEMENT
EX.	EXISTING
FEN.	FENCE
FES	FLARED END SECTION
FFE	FINISHED FLOOR ELEVATION
FND	FOUND
FH	FIRE HYDRANT
FOC	FIBER OPTIC CABLE
FOPED	FIBER OPTIC PEDESTAL
f.k.a.	FORMERLY KNOWN AS
GM	GAS METER
GV	GAS VALVE
GW	GUY WIRE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HW	HEADWALL
ICB	IRRIGATION CONTROL BOX
ICV	IRRIGATION CONTROL VALVE
IPS	1/2" REBAR SET
IPF	1/2" REBAR FOUND
JB	JUNCTION BOX
LP	LIGHT POLE
OCS	OUTLET CONTROL STRUCTURE
OTP	OPEN TOP PIPE FOUND
PB	PLAT BOOK
PG.	PAGE
P.L.	PROPERTY LINE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PP	POWER POLE
PROP.	PROPOSED
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
RB	REBAR
R/W	RIGHT-OF-WAY MONUMENT
SS	SANITARY SEWER
S.S.E.	SANITARY SEWER EASEMENT
SSMH	SANITARY SEWER MANHOLE
SWCB	SINGLE WING CATCH BASIN
TB	TOP BANK
TBOX	TELEPHONE BOX
TPED	TELEPHONE PEDESTAL
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
TX	TRANSFORMER PAD
U.E.	UTILITY EASEMENT
VCP	VITRIFIED CLAY PIPE
WD	WOOD
W/CAP	WITH CAP
WI	WEIR INLET
WM	WATER METER
WV	WATER VALVE
YI	YARD INLET

20' ACCESS EASEMENT CALL TABLE

COURSE	BEARING	DISTANCE
L1	S32°36'07"W	20.58'
L2	N43°48'39"W	154.26'
L3	N43°53'11"W	137.21'
L4	N55°18'37"E	20.26'
L5	N55°18'37"E	70.15'

BURRELL COURT

f.k.a. SPRING STREET
f.k.a. SUMMER STREET
40' WIDTH R/W

NOW OR FORMERLY
FAITH CHRISTIAN
FAMILY CHURCH, INC.
DB 8901, PG. 264
PARCEL ID: 20016700750

NOW OR FORMERLY
THOMAS BLACKWELL
TRACY BLACKWELL
DB 14459, PG. 1087
PB 13, PG. 123
PB 258, PG. 26
PARCEL ID: 20016700370

NOW OR FORMERLY
DAVID H. COOK
DB 663, PG. 317
PB 13, PG. 123
PARCEL ID: 20016700360

NOW OR FORMERLY
DAVID O. WOGHIREN
ESTHER N. WOGHIREN
DB 15209, PG. 3310
PB 13, PG. 123
PARCEL ID: 20016700380

NOW OR FORMERLY
LIMA AIRS, LLC
DB 15362, PG. 5220
PARCEL ID: 20016700410

NOW OR FORMERLY
DAVID O. WOGHIREN
ESTHER N. WOGHIREN
DB 15077, PG. 6331
PARCEL ID: 20016700390

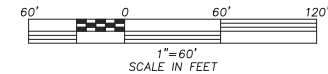
LINE TYPE LEGEND

---	ADJOINING PROPERTY LINE
---	CREEK CENTERLINE
---	LAND LOT LINE
---	METAL FENCE
---	WIRE FENCE
---	WOOD FENCE
---	GUARDRAIL
---	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND FIBER OPTIC LINE
---	UNDERGROUND GAS PIPE
---	UNDERGROUND SANITARY SEWER PIPE
---	UNDERGROUND STORM SEWER PIPE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND WATER PIPE

SYMBOL LEGEND

Q	1/2" REBAR FOUND
IPS	1/2" REBAR SET
2658	LOT ADDRESS
42	ADJOINING LOT NUMBER
20	LOT NUMBER
15	LAND LOT NUMBER
+	AIR CONDITIONING UNIT
+	BENCHMARK
+	BOLLARD
+	HANDICAP PARKING SPOT
+	SIGN
+	MANHOLE - UNKNOWN TYPE
+	CABLE TV BOX
+	CABLE TV MANHOLE
+	CABLE TV PEDESTAL
+	ELECTRIC BOX
+	ELECTRIC MANHOLE
+	ELECTRIC METER
+	ELECTRIC PEDESTAL
+	GUY WIRE AND ANCHOR
+	GUY POLE
+	LIGHT POLE
+	POWER POLE
+	SERVICE POLE
+	TRANSFORMER
+	GAS MANHOLE
+	GAS VALVE
+	GAS METER
+	SANITARY SEWER CLEAN OUT
+	SANITARY SEWER MANHOLE
+	STORM SEWER CLEAN OUT
+	DOUBLE WING CATCH BASIN
+	CURB INLET
+	DROP INLET
+	FLARED END SECTION
+	HEADWALL
+	JUNCTION BOX
+	WEIR INLET
+	YARD INLET
+	TELEPHONE BOX
+	TELEPHONE MANHOLE
+	TELEPHONE PEDESTAL
+	PEDESTRIAN SIGNAL POLE
+	TRAFFIC SIGNAL POLE
+	TRAFFIC SIGNAL POLE
+	FIRE DEPARTMENT CONNECTION
+	FIRE HYDRANT
+	IRRIGATION CONTROL VALVE
+	POST INDICATOR VALVE
+	WATER MANHOLE
+	WATER METER
+	WATER VALVE
+	WATER VAULT
+	TREE
+	SPOT ELEVATION

GRID NORTH
GA. WEST ZONE



REVISION

DATE

MINOR PLAT OF:
2601 SUMMERS STREET
LOCATED IN LAND LOT 167
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GEORGIA
JULY 11, 2019

GUNNIN
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107 Mountain Brook Drive, Suite 104 Canton, GA 30115
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T: 770.480.7502
F: 770.459.4731
License No. L17 001003



DRAWN BY: CAM
CHECKED BY: JRG

PROJECT NO. 18121

SHEET 2 OF 2



**Community Development Department
Plan Review Committee**

Plan Review Coordinator

Scott Banks

Darryl Simmons, Zoning Administrator

Ricky Stewart, Public Works Director

Yared Altaye, Engineer/Project Specialist

Grey Won, Stormwater Manager

To: Mayor and Council

From: Plan Review Committee

Date: February 18, 2020

Final plat for Kennesaw Town Center mixed-use project to record a lot split into two tracts (1 & 2) having been submitted by Parke Lammerts/Core Property Capital for property at 2160 Summers Street has been verified by all members of the Plan Review Committee, and comments being addressed. The plat is in compliance and ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

2-18-2020

Date





Community Development
Planning & Zoning Department
2529 J. O. Stephenson Avenue
770-590-8268

Date Received _____
Staff's Initials _____

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

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

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

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

DEVELOPMENT NAME Kennesaw Town Center Number of Units _____

PURPOSE OF DEVELOPMENT Mixed use

WHAT IS THE REVISION BEING MADE subdivision

ADDRESS OF PROPERTY 2601 Summer Street, Kennesaw, GA 30144
across 1.046

Parcel ID 20016700400 Lot Size 306.362 acres Present Zoning CR1

Current Use raw land Proposed Use mixed use

APPLICANT Park Investments / Core Property Capital

Applicant address 3340 Peachtree Rd suite 1660 Atlanta, GA 30326

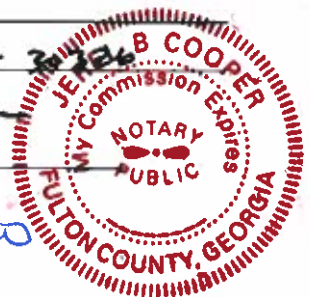
(Phone #) 404-452-9989 Email Address dammer@corepropertycapital.com

Applicant Signature _____

Signed, sealed and delivered in presence of: _____

Notary

Date



REPRESENTATIVE _____ (Phone #) _____ Email Address _____

Representative Signature _____

Signed, sealed and delivered in presence of: _____

Notary

Date

TITLEHOLDER _____ (Phone #) _____

Titleholder Signature _____ Address _____

Signed, sealed and delivered in presence of Notary _____ Date _____

State of Georgia
County of Cobb

Prepared by and return to:
Christopher B. Manos, Jr., P.C.
1920 Woodsdale Road NE
Atlanta, GA 30324
Phone: 404-500-5501

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (the "Declaration") is made and entered into this 22nd day of January, 2020 (the "Effective Date") by CAMORIN LLC, a NY limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is presently the owner of certain real property described on Exhibit "A" attached hereto and made a part hereof (the "Rear Parcel"), which is contiguous to and a part of that certain real property adjacent to the Rear Property, which is described on Exhibit "B" attached hereto and made a part hereof (the "Front Parcel")(the Rear Parcel and the Front Parcel are collectively the "Property"); and

WHEREAS, Declarant intends to declare and grant certain access, ingress and egress easements for the benefit of the Rear Parcel over, through and across the Front Parcel, for the purpose of subdividing the Rear Parcel and the Front Parcel into separate legal parcels (and thus allowing access to the Rear Parcel to and from Summers Street, a public road) which parcels shall or may be sold to separate owners in the future (the owner or owners of the Rear Parcel and the owner or owners of the Front Parcel are collectively, the "Owners" and each individually are an "Owner").

NOW THEREFORE, for and in consideration of the benefits accruing to the Rear Parcel from the restrictions, covenants, conditions, and easements created hereby, Declarant hereby submits and subjects the Property to the restrictions, covenants, conditions, and easements hereinafter set forth.

1. Declaration of Ingress and Egress Easement.

The above and foregoing recitals are hereby declared by the Declarant to be true and correct, and are thus incorporated herein by reference. Declarant hereby declares, establishes, creates, and grants for the benefit of the Rear Parcel, and as a burden upon, the Front Parcel, non-exclusive, perpetual, easements for vehicular and pedestrian access, ingress and egress as follows: (a) for vehicular passage, over and across that certain area on the Front Parcel described in Exhibit C attached hereto and made a part hereof (the "Driveway Easement Area"), allowing access of the Rear Parcel to and from Summers Street (b) for the passage of pedestrians, over and across the Driveway Easement Area allowing access of the Rear Parcel to and from Summers Street. The foregoing easements, together with the rights included therewith, shall be for the non-exclusive benefit of (i) the Owner(s), tenants and occupants of the Rear Parcel, and (ii) the respective employees, agents, contractors, customers, guests and invitees of any of the foregoing in (i).

2. Other Uses Not Inconsistent. Notwithstanding any provision herein to the contrary, the owner of the Front Parcel shall continue to have the right to use the Driveway Easement Area for any use that is not inconsistent with the purposes and uses of the easements granted and reserved hereunder.

3. Indemnity. To the extent that the Front Parcel and the Rear Parcel are hereafter separately owned, each Owner (herein, individually, "Indemnitor") shall defend, indemnify, and hold harmless any other Owner from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of an indemnified Owner), or resulting from the Indemnitor's violation of any of the restrictions, covenants, and conditions established hereby.

4. Miscellaneous.

A. This Declaration is intended to benefit the Rear Parcel and burden the Front Parcel and shall be a covenant running with and appurtenant to the Rear Parcel and shall benefit the owner of the Rear Parcel and burden the owner of the Front Parcel and their respective successors in title.

B. The easements established hereunder shall continue in full force and effect for fifty (50) years after the date hereof, and shall thereafter renew and continue for consecutive twenty (20) year periods, unless, after the initial fifty (50) year period and prior to any such twenty (20) year renewals, this Declaration is canceled by a written instrument of the Owner(s) of the Front Parcel and the Owner(s) of the Rear Parcel, filed for recordation in the real estate records of Cobb County, Georgia.

C. This Declaration shall be governed by and construed in accordance with the law of the State of Georgia.

D. Time is of the essence with respect to this Declaration.

E. Nothing herein contained shall be deemed to be a gift or dedication of any driveways of roadways to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Declaration shall be strictly limited to and for the purposes herein expressed. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof.

F. This Declaration may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Owner(s) of the Front Parcel and the Owner(s) of the Rear Parcel.

G. This Declaration may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Declaration.

[Remainder of page blank. Signatures on next page]

IN WITNESS WHEREOF, Lender has caused its duly authorized officers to execute this Consent and affix its seal hereto this 21 day of January, 2020.

Cameron, LLC

By: _____

Name: Corey L. Antfrach

Title: Member

[Bank Seal]

ACKNOWLEDGMENT OF LENDER

Signed, sealed, and delivered
in the presence of:

Declarant

W. D. In

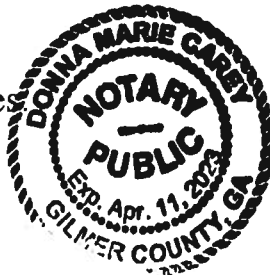
Witness

Donna Marie Carey

Notary Public

[Notarial Seal]

My commission expires



Exhibits

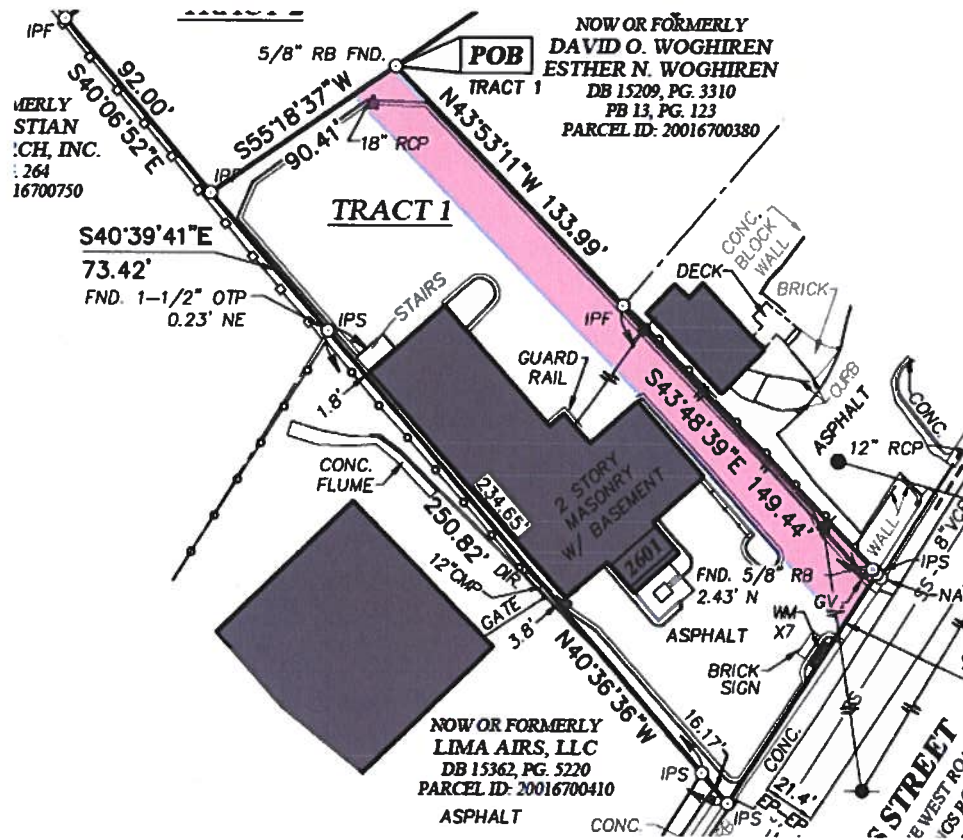
The following Exhibits are to be attached before execution.

- Exhibit "A"- Rear Parcel
- Exhibit "B"- Front Parcel
- Exhibit "C" - Driveway Easement Area

REAR PARCEL



FRONT PARCEL



DRIVEWAY EASEMENT AREA



CONSENT AND SUBORDINATION OF LENDER

_____ ("Lender"), as holder of those certain security instruments encumbering the within-described Property, and all ancillary security documents executed in connection therewith (collectively the "Security Instruments", as defined below) does hereby consent to, approve and acknowledge the execution, delivery and recording of the within and foregoing Declaration (the "Declaration"), and does hereby subordinate all right, title and interest it holds in and to the Security Instruments, to the rights of the parties benefited by and through the Declaration, so that the right, title and interest of the parties benefited by and through the Declaration, shall at all times be superior to the right, title and interest of Lender in and to the Property, held by virtue of the Security Instruments. Lender does hereby further agree that if Lender, or its successors and assigns, shall succeed to title in and to the Property or any part thereof, whether by way of foreclosure (judicial or otherwise) under the Security Instruments, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights, privileges and restrictions created by this Declaration and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights, privileges and restrictions pursuant to the terms of this Declaration, including all rights and easements contained herein. The foregoing subordination shall also apply to any modification, renewal, or further advances under the Security Instruments. This Consent and Subordination shall be binding upon Lender and its successors and assigns.

The "Security Instruments" are collectively as follows: (1) _____; and (2) _____; and (3) _____.

[Lender's signature on next page]

IN WITNESS WHEREOF, Lender has caused its duly authorized officers to execute this Consent and affix its seal hereto this 14th day of January, 2020.

By: [Signature]

Name::

Title:

[Bank Seal]

ACKNOWLEDGMENT OF LENDER

Signed, sealed, and delivered
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

[Notary Seal]

My commission expires:





**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Consideration for approval of an Alcohol License for Beer, Wine and Sunday Sales for Gigi & Oghy LLC d/b/a Italia Mediterranean Grill located at 2655 Cobb Parkway, Suite 201, Kennesaw, GA 30152. Applicant: Ogechi Tartaglione.
Agenda Comments:	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 are on file. Sec. 6-42 refers to all locations within 300 feet of a private residence. This location is within 300 feet of a private residence. Sec. 6-42 states the Mayor and Council may waive the distance requirement if the quite enjoyment of the premises by the residents thereof shall not be adversely affected and the granting of such license shall not have any adverse effect on the private residence. Sec. 6-43 refers to all locations within 600 of a religious assembly. This location is within 600 feet of a church. Sec 6-43 states the mayor and city council may waive the distance requirement of this section if satisfactory evidence shall be produced that no adverse effect to property values or the use of the facilities for the aforesaid purposes would occur if a license was granted. Finance Director recommends approval.
Funding Line(s)	100.0000.32.1100 Application Fee \$350.00

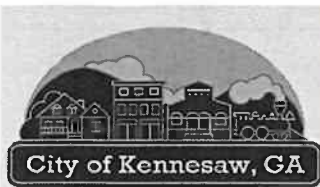
ATTACHMENTS:

Description

Upload Date Type

Italia Mediterranean Grill Alcohol Application
02-28-20 Display Ad
Display Ad

2/18/2020	Backup Material
2/28/2020	Legal Ad
2/21/2020	Legal Ad



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

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

License Application:
Alcoholic Beverage

APPLICATION

Applying For (Check All That Apply):

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

License Type (Choose one):

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

Type of Establishment (Choose one):

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

Business Type (Choose one):

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

Please fill out the below information:

1. Full name of business:
Doing Business As (DBA):
Anticipated start date of business:

Gigi's Oghy LLC
ITALIA MEDITERRANEAN GRILL
FEB 1ST 2020

2. Business location:

Email address:

Phone Number:

Mailing address:

2655 COBB PKWY, KENNESAW GA
82 OGAY 82@GMAIL.COM
770-864-6128
32239 NELLE PL, POWDER SPRINGS GA
30127

3. Do you have a certified survey of the location of the property? Yes

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

- | | | | |
|-------------------------------------|-----------------|---|--|
| a. Private residence | 300 feet radius | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. School or college | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| c. Church | 600 feet radius | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Public building | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| e. Hospital | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| f. Public park | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| g. Day care center* | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| h. Alcohol or drug treatment center | 600 feet radius | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Package Sales have additional distance limitations as follows:

Package Sales Only (Liquor):

- | | | | |
|-------------------------------------|-----------------|------------------------------|-----------------------------|
| a. School or college | 300 feet radius | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Church | 300 feet radius | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Day care center* | 300 feet radius | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Alcohol or drug treatment center | 300 feet radius | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Package Sales Only (Beer or Wine):

- | | | | |
|-------------------------------------|-----------------|------------------------------|-----------------------------|
| a. School or college | 300 feet radius | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Alcohol or drug treatment center | 300 feet radius | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

* Must accept GA Pre-K or HOPE Scholarship Monies

* Must follow a prescribed state curriculum

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

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

Number of pool tables:

Number of video game machines:

Size of dance floor:

Amount of cover charge:

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

None
None
None
NO
None

5. How many square feet are the following:

a. Dining area:

b. Bar area:

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

1508 ft
None
0%

Is this location new construction or pre-existing?

PRE-EXISTING

How is the proposed location zoned?

Highway General Business

=====

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

Zoning verified by City of Kennesaw Zoning Division staff member

[Signature]

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

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

=====

If Partnership or LLP:

6. Partnership of LLP Name: _____

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

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

Home Address: _____

City: _____
State: _____
ZIP: _____

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

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

Home Address: _____

City: _____
State: _____
ZIP: _____

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

If Corporation or LLC:

7. Corporation or LLC Name: GIGI & OGAY LLC

President/Member: OGAY PARTAGUONE Social Security #: [REDACTED]
Email Address: 82 OGAY 82@GMAIL.COM Date of Birth: [REDACTED] 182
Phone Number: 770 864 6128 % of Ownership: 50%

Home Address: 2239 NELLE PL City: POWDER SPRINGS
State: GA
ZIP: 30127

VP/Member: PIONWIG PARTAGUONE Social Security #: [REDACTED]
Email Address: PIONWIG 73@GMAIL.COM Date of Birth: [REDACTED] 173
Phone Number: 770 864 6522 % of Ownership: 50%

Home Address: 2239 NELLE PL City: POWDER SPRINGS
State: GA
ZIP: 30127

Secretary/Member: _____ Social Security #: _____
Email Address: _____ Date of Birth: _____
Phone Number: _____ % of Ownership: _____

Home Address: _____ City: _____
State: _____
ZIP: _____

Treasurer/Member: _____ Social Security #: _____
Email Address: _____ Date of Birth: _____
Phone Number: _____ % of Ownership: _____

Home Address: _____ City: _____
State: _____
ZIP: _____

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

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

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

Corporate Name	Business Name	% Owned
NA		

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

Name	Position	SSN	Home Address	% Owned
NA				

10. Is the licensee or any owner listed in questions 6 – 9 currently holding an interest or ever been associated with any alcoholic beverage establishment? If yes, list below.

Licensee/Owner Name	Business Name	Address
NA		

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

Name/Relationship	Home Address	Business Name/Address
NA		

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

Property Owner: Rt Patel
 Address: 2655 Cobb Parkway, Suite 108 Kennesaw GA 30152

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

\$ [REDACTED]

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

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

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

Name of Lender	Address	Amount	Date	Interest
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

Name	Address	Compensation
ALICE PARSONS	2239 NOELLE PL POWERSPORT	
_____	_____	_____

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

Name	Address
N.A.	_____
_____	_____

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

If yes, give full details.

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

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

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

NA

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

NO

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

REQUESTING TO SHOW ID FOR AGE AND VALIDATION OF THE DOCUMENT.
I ALSO EACH EMPLOYEES AND OWNERS WOULD HAVE TO TAKE THE
GA - TIPS TRAINING A CERTIFICATION COURSE ~~OF~~ 3 HOURS LENGTH
THAT I WILL ALLOW TO SERVE ALCOHOL BASED ON GEORGIA LAW.

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

SIGNS - & BADGES

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

MAKE SURE THAT THESE VER IS NOT UNDERAGE
AND THAT THE ALCOHOL SERVED IS ~~BEFORE~~ POURED
TO CLIENT BEFORE SEEN A VALID ID.

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

POS SYSTEM BY THE LIST OF ALCOHOL PRODUCTS

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

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

From/To Month/Year	Company	City	State	Position/Salary
<u>Aug/2019</u>	<u>PRO BUILDING SYST.</u>	<u>ATLANTA</u>	<u>GA</u>	<u>ARCHITECT - A</u>
<u>SEPT/2013 - AUG/2019</u>	<u>MEZZA LUNA</u>	<u>SMYRNA</u>	<u>GA</u>	<u>CUSTOMER SERVICE</u>
<u>AUG/2009 - SEP/2013</u>	<u>MACYS INC.</u>	<u>ATLANTA</u>	<u>GA</u>	<u>CUSTOMER SERVICE</u>

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

From/To Month/Year	Address	City	State
<u>MAY/2017</u>	<u>2239 NOELLE PL</u>	<u>POWELL SPRINGS</u>	<u>GA</u>
<u>NOV/2012 - MAY/2017</u>	<u>3146 RAMBLEWOOD CT</u>	<u>POWELL SPRINGS</u>	<u>GA</u>
<u>JUNE/2009 - NOV/2012</u>	<u>1550 TERRELL MILK</u>	<u>MAWHEA</u>	<u>GA</u>

KENNESAW, GEORGIA
COBB COUNTY

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

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

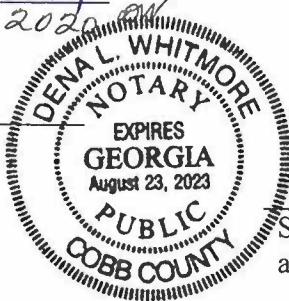

Signature of Applicant

Signature of Spouse of Applicant

Sworn to and subscribed before me this

19 day of February, 2019
3rd February 2020

Dena L. Whitmore
Notary Public



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

Phone Number

Application received in Business License Office:

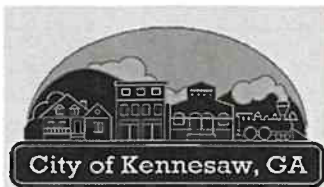
Date: 02/03/20

Received By: DC

Application to be heard by Mayor & Council

Date & Time: 03/02/20

A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING



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

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

License Application:
Alcoholic Beverage

**FOOD SALES AND ALCOHOLIC BEVERAGE SALES AFFIDAVIT
TO BE COMPLETE BY RETAIL POURING APPLICANTS ONLY**

NAME OF ESTABLISHMENT:
ADDRESS OF ESTABLISHMENT:
LICENSEE'S NAME:

ITALIA MEDITERRANEAN GRILL
2655 COBB PKWY NW, KENNESAW, GA 30127

FOOD SALES AND ALCOHOLIC BEVERAGE SALES: Financial reports must be attached to support the reported total or CPA certification must be completed attesting to the reported sales. This information must be provided from the financial records of the above establishment on a calendar year basis or such period during which the establishment has been open.

PERIOD FOR WHICH INFORMATION IS PROVIDED: _____ (IF EXISTING BUSINESS, MUST BE A 12 MONTH PERIOD. IF NEW BUSINESS, MUST BE 12 MONTH ESTIMATE.)

Gross Receipts from Food sales this period: \$ [REDACTED] (91 %)
Gross Receipts from Alcoholic Beverage sales this period: \$ [REDACTED] (9 %)
Total Food sales and Alcoholic Beverage sales this period: \$ [REDACTED] (100 %)

Briefly describe the method by which receipts are segregated daily into food sales and alcohol sales:

THE BEST WAY TO SEGREGATE FOODSALES & ALCOHOL SALE RECEIPTS
WILL BE THROUGH A POS SYSTEM

I certify that I have a working knowledge of the books and records of the establishment whose name appears above, and that to the best of my knowledge the figures presented above represent accurate sale totals for the period specified.

CPA NAME (PRINTED)

NAME OF CPA FIRM

PHONE

CPA SIGNATURE

BUSINESS ADDRESS

CITY/STATE

ZIP

SWORN UNDER: OATH THIS

DAY OF

, 20

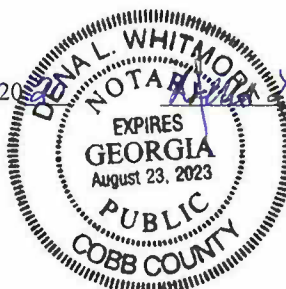
SIGNATURE OF NOTARY PUBLIC

I hereby affirm and understand that the privilege of selling alcoholic beverages on Sunday from 12:30 p.m. until Monday 2:55 p.m. requires valid alcoholic beverage pouring license, valid Sunday Sales pouring license and that at least 50% of the licensed establishment's annual gross food and alcoholic beverage sales must be derived from the sale of prepared meals and food.

I hereby affirm that I understand that records of food sales and alcoholic beverage sales must be prepared and maintained. Failure to prepare and maintain records of food sales and alcoholic beverage sales is cause for denial or revocation of the alcoholic beverage pouring license, including the Sunday Sales pouring license. I further affirm that I understand that the City of Kennesaw Business License Division may audit our records to verify same at its discretion.

Signature of Licensee/Owner

Sworn under oath this 14th day of January, 2020



Donald L. Whitmore Notary Public



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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

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

2. Phone Numbers:

a. Business: 470-308-5917
b. Cell: [REDACTED]
c. Home: 770 702 0801

3. Home Address: 2239 ADRIAN PL. POWDER SPRINGS GA

4. Business Address: 2655 COBB PKWY NW KENNESAW GA
30152



5. Please fill out the following:

Age: 37 Sex: F Height: 5'11" Color of Hair: BLK
Race: BLACK Weight: 220 Color of Eyes: BROWN

6. Social Security #: [REDACTED]

7. Place of Birth: NIGERIA Date of Birth: [REDACTED] 1/82

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

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

and submit original naturalization certificate or U. S. Passport

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

and submit copy of I-551 card

Derived Parents Certificate #'s: _____

Date & Port of Entry: _____

8. How long have you resided in the City of Kennesaw or Cobb County? 16 YEARS

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

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

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

Full Name of Spouse: PIERLUIGI MARTAGLIONE

Social Security #: [REDACTED]

Spouse's Maiden Name: _____

Place of Birth: ROME ITALY

Date of Birth: [REDACTED] 1973

Place of Marriage: MARIETTA, GA

Date of Marriage: NOV 14 2008

Name of spouse's employer: SAME AS SPOUSE (PIERWIG PAPERGLIONE)
 Address of employer: SAME AS SPOUSE - 2239 NOELLE PL, POWDER SPRINGS GA 30127
 U.S. Citizen: NO ☐ By Birth ☐ Naturalized
 If a naturalized citizen, provide certificate #: _____
 and submit original naturalization certificate or U. S. Passport _____
 If a legal permanent resident, provide alien registration #: _____
 and submit copy of I-551 card _____
 Derived Parents Certificate #'s: _____
 Date & Port of Entry: _____

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

Full Name	Address	Age	Birth Place
<u>BRIAN PARRAGUIE</u>	<u>2239 NOELLE PL, POWDER SPRINGS</u>	<u>6</u>	<u>MARIETTA GA.</u>
_____	_____	_____	_____
_____	_____	_____	_____

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

	Full Name	Address
Parents:	<u>IGNATIUS NWOKO</u>	<u>2239 NOELLE PL, POWDER SPRINGS GA 30127</u>
	<u>JOSEPHINE NWOKO</u>	<u>1306 TREE TERRACE PKWY, AUSTELL GA 30168</u>
Siblings:	<u>CHINA NWOKO</u>	<u>2239 NOELLE PL, POWDER SPRINGS GA 30127</u>
	<u>ROMEO IYAM NWOKO</u>	<u>8055 WATER OAKS DR, AUSTELL GA 30106</u>
In-Laws:	<u>GARY ANNA</u>	<u>2239 NOELLE PL, POWDER SPRINGS GA 30127</u>
	_____	_____

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

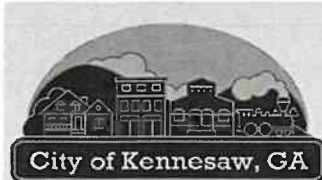
NO

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

NO

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

M/YR	to	M/YR	School	Address	City	State	Degree
<u>8/2011</u>		<u>12/2017</u>	<u>Kennesaw State</u>		<u>Kennesaw</u>	<u>GA</u>	<u>Architecture</u>
							<u>Architecture</u>



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

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

License Application:
Alcoholic Beverage

OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: DEEHI PARDAGLOVE
Social Security #: [REDACTED]
Residence Address: 2239 NOBLE PL
City/State/Zip: POWELL SPRING
Residence Phone: 770 702 0821

Date of Birth: [REDACTED] 12
Name of Spouse: DEEHI PARDAGLOVE
Business/Organization: ITALIA MEDITERRANEAN GRILL
Business Phone: 470-308-5917
Partner/Officer in any other business? ☒ Yes ☐ No

Assets

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

Total Assets

Liabilities

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

Total Liabilities & Net Worth

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

Salary
Dividends

Unsatisfied judgments or lawsuits pending?

☐ Yes ☒ No

Are any income tax returns made by you for prior years being contested?

☐ Yes ☒ No

If so, what do you estimate as the additional amount you may be required to pay?

Are any assets pledged or joint names other than as described above?

☐ Yes ☒ No

Have you ever been declared bankrupt?

☐ Yes ☒ No

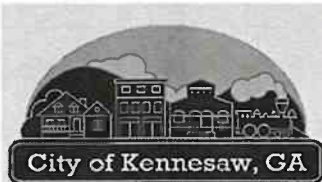
Do you have a will?

☐ Yes ☒ No

Who is named as your executor?

Beneficiary: _____
Executor: _____

As of DEC 19 2019



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

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

License Application:
Alcoholic Beverage

BUSINESS LICENSE CONSENT FORM

Please choose one: ☒ NEW ☐ RENEWAL

I Ogechi Tartaglione, HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

- ☒ Alcohol License ☐ Massage Therapist License
☐ Bail Bond License ☐ Pawn Shop License
☐ Taxi Cab License ☐ Precious Metal

ITALIA MEDITERRANEAN GRILL
NAME OF ESTABLISHMENT

22655 COBB PKWY NW
LOCATION KENNESAW GA 30152

Ogechi Tartaglione
FULL NAME (PLEASE PRINT)

2239 NEECE PL. RIVER SPRINGS
ADDRESS GA 30127

770 864 6128
TELEPHONE NUMBER

F
SEX

BLK
RACE

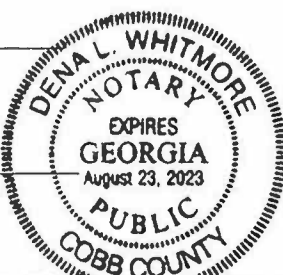
[REDACTED] 182
DOB

[REDACTED]
SOCIAL SECURITY NO.

[Signature]
SIGNATURE OF APPLICANT

1/14/2020
DATE

Dena L. Whitmore
NOTARY



8/23/2023
COMMISSION DATE

*ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.

Official Use Only:

GCIC Operator number: RM5657 Business License Clerk: Deeah LA

Approved: ✓ Denied:

Reviewed by Police Chief /Deputy Chief or Designee: R. Shumpr



THE UNITED STATES OF AMERICA

CERTIFICATE OF



No. 31073458

NATURALIZATION

*Personal description of holder
as of date of naturalization:*

Date of birth: [REDACTED] 1982

Sex: FEMALE

Height: 5 feet 11 inches

Marital status: SINGLE

Country of former nationality:
NIGERIA



CIS Registration No. [REDACTED]

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

[Signature]
(Complete and true signature of holder)

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

at: ATLANTA, GEORGIA

The Secretary having found that:

OGECHI SILVIA NWOKO

*then residing in the United States, intends to reside in the United States when so
required by the Naturalization Laws of the United States, and had in all other
respects complied with the applicable provisions of such naturalization laws and
was entitled to be admitted to citizenship, such person having taken the oath of
allegiance in a ceremony conducted by the*

U S DISTRICT COURT NORTHERN GEORGIA

at: ATLANTA, GEORGIA

on: SEP 17 2008

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

IT IS PUNISHABLE BY U. S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE,
WITHOUT LAWFUL AUTHORITY.

Director, U. S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY



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

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

License Application:
Alcoholic Beverage

BUSINESS LICENSE CONSENT FORM

Please choose one: ☒ NEW ☐ RENEWAL

I PIERLUIGI TARTAGLIONE HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

- ☒ Alcohol License ☐ Massage Therapist License
☐ Bail Bond License ☐ Pawn Shop License
☐ Taxi Cab License ☐ Precious Metal

ITALIA MEDITERRANEAN GRILL
NAME OF ESTABLISHMENT

2655 COBB PKWY NW
LOCATION KENNESAW 30152

PIERLUIGI TARTAGLIONE Pierluigi
FULL NAME (PLEASE PRINT)

2239 NOBLE PL, POWDER SPRINGS
ADDRESS GA 30127

7708646522
TELEPHONE NUMBER

FM
SEX

BLK
RACE

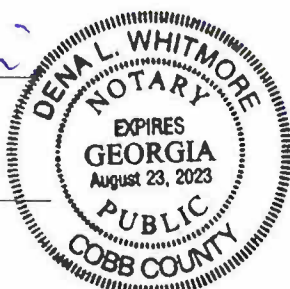
04/15/73
DOB

[REDACTED]
SOCIAL SECURITY NO.

[Signature]
SIGNATURE OF APPLICANT

1/14/2020
DATE

Dena L. Whitmore
NOTARY



8/23/2022
COMMISSION DATE

***ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.**

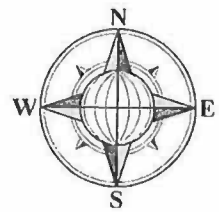
Official Use Only:

GCIC Operator number: RM 5657 Business License Clerk: Derek LA

Approved: / Denied: _____

Reviewed by Police Chief/Deputy Chief or Designee: R.C. Shumate





MAGNETIC
NORTH

SCALE: 1" = 250'

ALCOHOL SURVEY
PREPARED FOR: SILVIA TARTAGLIONE
GIGI AND OGHY LLC
LAND LOT 166, 20 TH DISTRICT
COBB COUNTY, GEORGIA - 01/21/2020

NEAREST SCHOOL: ±4.848'
KENNESAW
ELEMENTARY SCHOOL
3155 JILES ROAD
KENNESAW, GA. 30144

NEAREST HOSPITAL: ±26.720'
WELLSTAR KENNESAW HOSPITAL
677 CHURCH STREET
MARIETTA, GA. 30060

NEAREST ALCOHOL/BEER SALES: ±440'
SUNOCO GAS STATION
2650 COBB PARKWAY NW
KENNESAW, GA. 30144

NEAREST CHURCH: ±132'
MISSION FOR LIFE CHURCH
2655 COBB PARKWAY NW
KENNESAW, GA. 30144

NEAREST DAYCARE: ±4.252'
PRIMROSE SCHOOL OF KENNESAW
NORTH
3054 N. MAIN STREET
KENNESAW, GA. 30144

NEAREST SINGLE FAMILY RESIDENCE: ±213'
3035 KENNESAW DRIVE
KENNESAW, GA. 30152

NEAREST LIBRARY: ±11.897'
NORTH COBB REGIONAL LIBRARY
3535 OLD 41 HWY NW
KENNESAW, GA. 30144

NEAREST PACKAGE STORE: ±450'
KINGS LIQUOR
2699 COBB PARKWAY
KENNESAW, GA. 30152

NEAREST PARK: ±1.003'
KENNESAW PARKS & RECREATION
2753 WATTS ROAD
KENNESAW, GA. 30144

NEAREST ALCOHOL TREATMENT
CENTER: ±2.60 MILES
SOBER MEN LIVING
3330 COBB PLACE BOULEVARD NW
KENNESAW, GA. 30144

MEASUREMENTS DETERMINED FROM FRONT DOOR OF PROPOSED LICENSE PREMISES TO THE PROPERTY LINE OF THE
AFOREMENTIONED SITES ALONG A STRAIGHT LINE

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



2/3/2020
FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT
ORIGINAL SIGNATURE

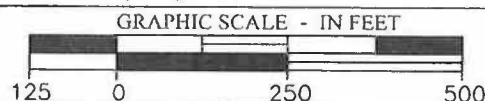
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BOUNDARY
zone, inc. LAND SURVEYING SERVICES
WWW.BOUNDARYZONE.COM
(770) 271-5772 / (919) 363-9226

SUWANEE
454 SATELLITE BLVD, SUITE 200
SUWANEE, GEORGIA 30024

ATLANTA
1100 PEACHTREE STREET, SUITE 200
ATLANTA, GA 30309

KENNESAW
975 COBB PLACE BLVD, SUITE 101
KENNESAW, GA 30144



PROJECT
2163301

SHEET
1 OF 1

ServSafe® CERTIFICATION

OGECHI TARTAGLIONE

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

18816914

CERTIFICATE NUMBER

10726

EXAM FORM NUMBER

1/13/2020

DATE OF EXAMINATION

1/13/2025

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

A handwritten signature in black ink that reads "Sherman L. Brown".

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 18150703
CARD # 18920054

ServSafe Alcohol® ADVANCED CERTIFICATE



OGECHI TARTAGLIONE

NAME

2/6/2020

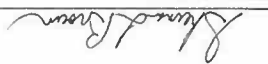
DATE OF EXAMINATION

Card expires three years from the date of examination (four years in Maryland). Local laws apply.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certificate information anytime at ServSafe.com.

Please make a copy of your ServSafe Alcohol Certificate card for your records.

If you have any questions regarding your certificate please contact the National Restaurant Association Service Center at

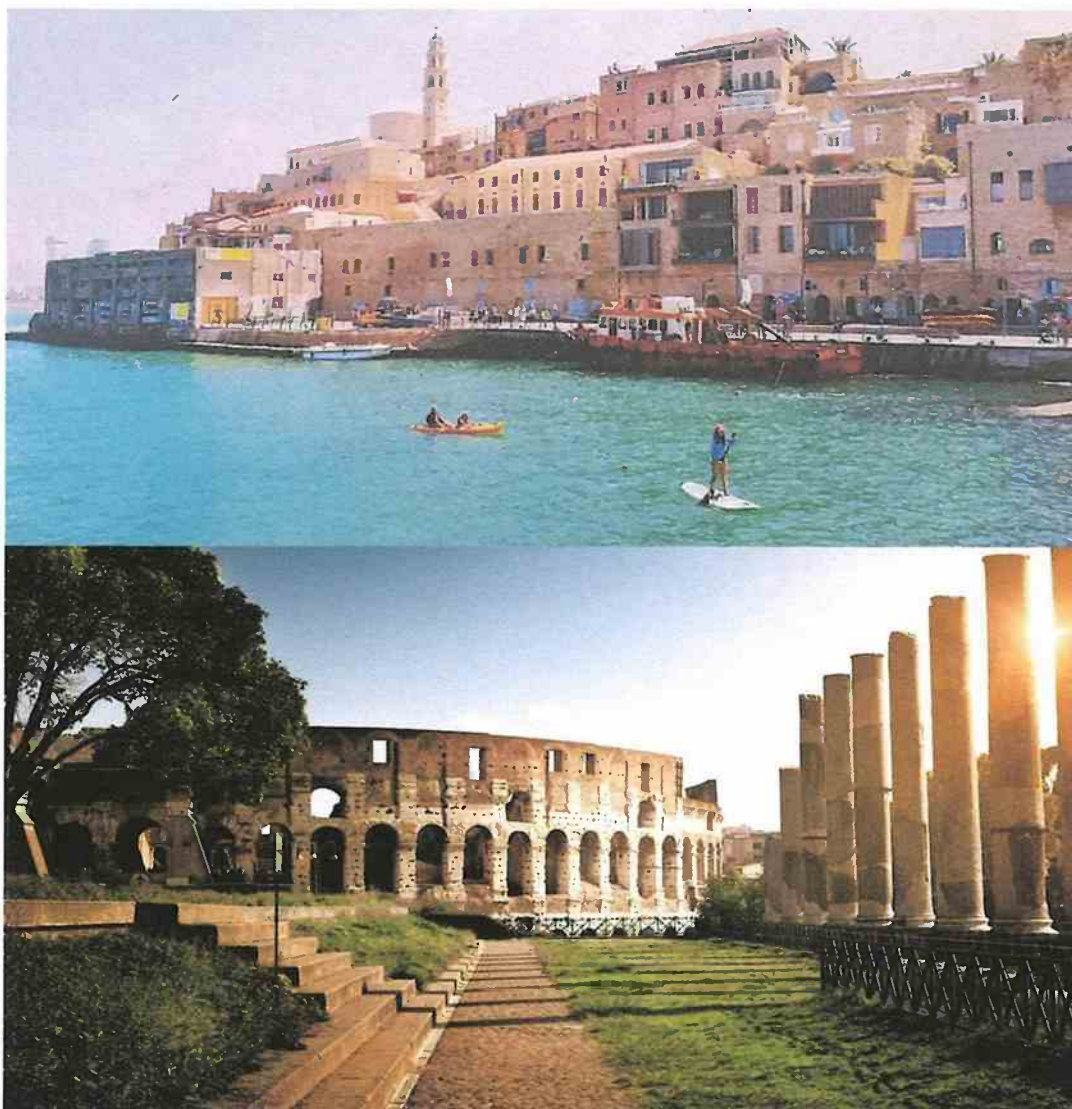
ServiceCenter@restaurant.org or
800.765.2122, ext. 6703

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6385
1-800-SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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17110801 v.1711





Italia



**2655 cobb pkwy nw.
Kennesaw GA 30152**

Lunch and Dinner

Take out

LUNCH

Tuesday-Saturday

11:30 AM to 2:30 PM

Dinner

5:00 PM TO 9: 00 PM

Sunday

All Italian dinner menu

Noon to 9:00 PM

Desserts

Chocolate mousse 6

Tiramisu' 6

Cheesecake limoncello 7

Baklava 7

Beverages

Fountain drink 1.99

Fanta, Coke, Diet Coke, Sprite

Sweet Tea 1.99

Espresso 2.50

Cappucino 3.50

Executive Chef: Pierluigi Tartaglione

For Party of 6 and more a 18% of gratuity will be added.



Italia

Mediterranean Grill

Lunch Menu

Soups

Tomatoes Bisque 6

Appetizer

Mediterranean Hummus
Mediterranean Baba Ganoush
Mediterranean Grape Leaves
Mediterranean Falafel
Mediterranean Veggie Falafel

Salads

Caprese Salad 7.50

2 pcs of slice mozzarella with tomatoes and basil on top seasoned to perfection

Entrées

Spaghetti pomodoro 7.95

Add Meatballs 2.00 each

Fettuccine Alfredo 8.95

Add Chicken 3 or Shrimp 5

Spaghetti al Ragu' 8.95

Bolognese sauce with ground beef meat

Chicken Parmigiana with side spaghetti 8.95

Eggplant Parmigiana with side of spaghetti 8.95

Mediterranean Mix Grill 17.99

skewer of beef, chicken and kofta kabob grilled to perfection

Mediterranean Chicken Kabob 14.99

2 pc falafel, salad and hummus with pita bread and fountain drink

Mediterranean Kofta Kabob 14.99

2 pc falafel, salad and hummus with pita bread and fountain drink

Shrimp Mediterranean 18.99

2 pc falafel, salad and hummus with pita bread and fountain drink

Sides

Spaghetti Aglio Olio 6.50

(Garlic and extra virgin olive oil)

Side of Meatball

1 meatball for 2.00

3 meatballs for 5.00

Side of chicken 4.00

Side of shrimp 6.00 for 6pc.

Executive Chef: Pierluigi Tartaglione

For Party of 6 and more a 18% of gratuity will be added





GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Gigi & Oghy LLC	Control Number:	19155179
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2239 NOELLE PL, POWDER SPRINGS, GA, 30127, USA	Date of Formation / Registration Date:	11/27/2019
State of Formation:	Georgia	Last Annual Registration Year:	2021

REGISTERED AGENT INFORMATION

Registered Agent Name:	OGECHI Tartaglione
Physical Address:	2239 NOELLE PL, POWDER SPRINGS, GA, 30127, USA
County:	Cobb

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

JAVIER ZAYAS



LIVE IN CONCERT AT
COBB ENERGY CENTRE - SATURDAY MARCH 21ST

PURCHASE TICKETS AT THE SYNOVUS BOX OFFICE AT COBB ENERGY CENTRE OR TICKETMASTER.COM

SIMPLY



that were used to tabulate results or other software-related emergencies.

Former Michigan wrestlers urge more victims to 'speak up'

SOUTHFIELD, Mich. — The whistleblower whose letter to University of Michigan athletic director Warde

Hrovat, the first athlete publicly say Anderson mistreated him.

Plácido Domingo revises apology, as Spain drops more show

SAN FRANCISCO — Opera star Plácido Domingo amended his apology to the multiple women who have accused him of sexual misconduct, adding several caveats Thursday to a statement two days earlier in which he said he took "full responsibility" for his actions.

In a statement on his Facebook page, posted as several European concert halls moved to cancel his appearances, the legendary tenor said he wanted "to correct the false impression generated by my apology."

"My apology was sincere and heartfelt, to any colleague who I have made to feel uncomfortable, or hurt in any manner, by anything I have said or done," he wrote. "But I know what I have not done, and I'll deny it again. I have never behaved aggressively toward anyone, and I have never done anything to obstruct or hurt anyone's career."

APPLICATION FOR PRIVILEGE LICENSE

I have made application at the Business License Office of the City of Smyrna, Georgia, for AVAMC Company LLC dba On the Range located at 2500 South Cobb Dr. SE, Smyrna, Georgia, requesting privilege licenses for sale of beer, wine, and liquor (retail pouring). This application will be heard before the License and Variance Board for the City of Smyrna, 2800 King Street, Smyrna, Georgia on March 11, 2020 at 10:00 A.M. All concerned persons are hereby notified.

Javier Zayas, Jr.
Licensee

AVAMC Company LLC
Dba On the Range
2500 South Cobb Dr.
Smyrna, GA 30080

I have made application with the City of Kennesaw at the business license office for a Retail Pouring License for: Gigi & Oghy LLC d/b/a Italia Mediterranean Grill located at 2655 Cobb Parkway, Suite 201, Kennesaw, GA 30152.

The Mayor and City Council will hear said request on **March 02, 2020 at 6:30 p.m.** at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

Ogechi Tartaglione
Licensee

Italia Mediterranean Grill
Name of Establishment

indifference to the thousands of students who are now being so cruelly shortchanged by the public-school status quo.

think: We can't send a white man to prison! (5) Also relevant to the white male pestilence infecting America: If we'd cut off immigration around 1880, America. I looked at the list of movies

its biggest threat, countries around the world continued to grapple with the rippling effects. The latest front in the widening global fight against COVID-19 emerged in Daegu, South Korea, where the city's 2.5 million residents were urged to stay inside, wearing masks even indoors to stem further infection.

Mayor Kwon Young-jin made a nationally televised appeal for those preventative measures, warning that a rash of new cases could overwhelm the health system. He pleaded for help from the country's central government.

Daegu and surrounding towns reported 35 new cases of the coronavirus on Thursday.

The flare-up came more than 1,400 kilometers (900 miles) from COVID-19's epicenter across the Yellow Sea

and beyond.

"Everything that is not known about this is causing concern," said Dr. David Heymann, a professor of infectious disease epidemiology at the London School of Hygiene and Tropical Medicine.

Though all but about 1,000 of more than 75,000 reported cases of COVID-19 have been recorded in China, scattered cases have erupted elsewhere.

Iran announced three more infections Thursday, a day after the country's state-run news agency, IRNA, reported its first two deaths stemming from the virus. In addition, South Korea reported its first fatality and Japan said two former passengers of the Diamond Princess cruise ship had died of the illness, bringing the death toll there to three.

the Philippines and Taiwan.

The trajectory of the outbreak remained clouded by China's zigzagging daily reports of new cases and shifting ways of tallying them.

The number of new cases in China declined again Thursday, to 394, a notable shift from the 1,749 figure released a day earlier. Another 114 deaths in China were linked to the virus.

But those statistics came after yet another change in how cases are counted.

Last week, China's National Health Commission said officials in Hubei would record new infections without waiting for laboratory test results, relying instead on doctors' diagnoses and lung imaging. On Thursday, though, it returned to its prior way of counting, a decision sure to aggravate observers who say consis-

tests found they had wrongly been included in the tally.

Cities in Hubei with a combined population of more than 60 million have been under lockdown since the Lunar New Year holiday. Authorities halted nearly all transportation and movement except for quarantine efforts, medical care, and delivery of food and basic necessities. "Wartime" measures were implemented in some places, with residents prevented from even leaving their apartments.

The stringent moves have followed public fury over Hubei authorities' handling of the outbreak at its outset. The risk of human-to-human transmission was played down and doctors who tried to warn the public were reprimanded by police. Wuhan residents reported overcrowding in hospitals

I have made application with the City of Kennesaw at the business license office for a **Retail Pouring License** for: **Gigi & Oghy LLC d/b/a Italia Mediterranean Grill** located at **2655 Cobb Parkway, Suite 201, Kennesaw, GA 30152**.

The Mayor and City Council will hear said request on **March 02, 2020 at 6:30 p.m.** at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

Ogechi Tartaglione
Licensee

Italia Mediterranean Grill
Name of Establishment

APPLICATION FOR PRIVILEGE LICENSE

I have made application at the Business License Office of Cobb County, Georgia, for **SOUTHERN PIE LLC D/B/A MOD PIZZA** located at **3460 SANDY PLAINS RD #250 NE MARIETTA, GA 30066** is requesting a license for a **RESTAURANT/BEEER/WINE/SUNDAY SALES**. Any objection to this application must be in writing and received by the Manager of Cobb County Business License on or before 5:00 p.m. on the **27TH** day of **FEBRUARY, 2020**.

KIMBERLY HAYDEN – LICENSEE/OWNER/APPLICANT
ROBERT O'NEAL JR – OWNER/APPLICANT

OWNER: **SOUTHERN PIE LLC D/B/A MOD PIZZA**

APPLICATION FOR PRIVILEGE LICENSE

I have made application at the Business License Office of Cobb County, Georgia, for **THE FRONT PORCH MARKET LLC D/B/A THE FRONT PORCH MARKET** located at **5 MOUNTAIN ST ATLANTA, GA 30339** is requesting a license for a **GROCERY STORE/BEEER/WINE PACKAGE** Any objection to this

GAME

From A1

attended the grand opening and tried out a couple of the games, agreed with the latter.

"To be able to bring the

virtual zombies with dodgeballs. Next, he prepared to practice his golf swing on the course displayed on the screen. "Any time parents

day-through Thursday and 11 a.m. to 12:30 a.m. Friday and Saturday. The kitchen closes 30 minutes before closing each night.



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Consideration for approval for a Massage Therapist license for Xiaohong Wang. Ms. Wang is the owner of Hong Therapy L L C , d/b/a Sunshine Massage to be located at 2839 Cherokee Street, Kennesaw, GA 30144.
Agenda Comments:	The applicant has submitted the complete application with the required documentation per Ordinance Sec 22-218 and 22-219: employment history, current health certificate and three character references. Background check investigation results are on file. Finance Director recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Sunshine Massage	2/20/2020	Backup Material



City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
770-424-8274
770-429-4559- Fax
www.kennesaw-ga.gov

APPLICATION FOR MASSAGE THERAPY BUSINESS

Date 11.6.2019

Name of Applicant Xiaohong Wang

Address of Applicant 309 Parc Xing Acworth Ga 30102

Phone # 410 233 2233

Social Security # [REDACTED] Date of Birth [REDACTED] 1963

Business Name Sun Shine Massage

Business Address 2839 Cherokee St. Kennesaw Ga 30144

Phone # 678 265 8920

TO: MAYOR AND CITY COUNCIL MEMBERS

The undersigned, Xiaohong Wang, does hereby apply for a license for the purpose of engaging in the business trade or profession of a masseur and or massage therapist and pursuant thereto certifies the following to be true and correct:

1) Applicant has been fingerprinted by the Kennesaw Police Department at least ten (10) days prior to any license being issued.

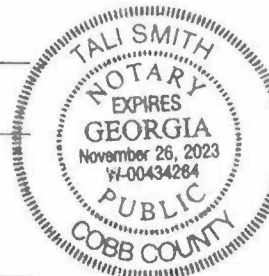
2) Employment History – (Names and addresses of all employers):

NAME	ADDRESS	TELEPHONE
<u>Lucy Massage</u>	<u>705 Shorter Ave Rome GA 30165</u>	

3) If the applicant is a corporation the address or addresses of such corporation is as follows:

H-long Therapy 309 Parc Xing Acworth Ga 30102

notary: [Signature]



Names and addresses of the agents and employees of said corporation for the last two (2) years immediately prior to the filing of this application as follows:

NAME

ADDRESS

TELEPHONE

XiaoHong Wang 309 Parc Xing Acworth Ga 3012 4702332233

4) Applicant attaches a current health certificate executed by a medical doctor (M.D.). In the event the applicant is a corporation, it shall furnish two (2) certificates for each of its agents or employees actually engaged and working under such license.

5) Applicant attaches a photo static copy of the diploma of graduation from a bona fide registered School of Massage and said diploma must demonstrate that the applicant attended a course of study of not less than six (6) months and that the curriculum conformed to Section 9-7-2 of the Ordinance of the City of Kennesaw, Subsection (3).

6) That the applicant furnishes signed letter of reference from at least (3) people.

7) That the applicant and no employees of the corporation, should it be a corporation, have any police record.

The undersigned certifies that it has received a copy of this chapter or the ordinance from which this chapter is derived and understands the hours of operation allowed for this business or profession.

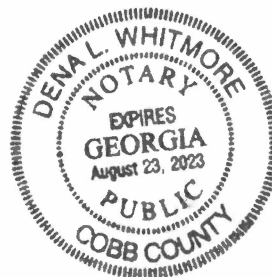
So certified, this 12th day of November, 2019.

Tanwan Qiu
Applicant

Sworn to and subscribed to before me,

This the 12th day of November, 2019.

Dena L. Whitmore
Notary Public



OFFICE USE ONLY:

DATE RECEIVED: 11/21/19

RECEIVED BY: DL



City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
770-424-8274
770-429-4559 Fax
www.kennesaw-ga.gov

APPLICATION FOR OCCUPATIONAL TAX CERTIFICATE

This application must be filled out completely to obtain a business license. Please print legibly with ink or type.

Note: Any information and/or documents provided in this application that are exempt from disclosure to third parties under O.C.G.A. 50-18-72 will be held confidential.

BUSINESS INFORMATION

This business is: ☒ NEW ☒ CHANGE OF OWNERSHIP ☐ CHANGE OF NAME OR ADDRESS

The business is zoned: Residential _____ Commercial X

Business Name (Doing Business As): SunShine Massage

Address: 2839 Cherokee St. Kennesaw Ga 30144
Street Address APT/STE City/State Zip

Mailing Address (if different) _____

Business Phone () 678-265-8920 Fax Number () _____

Federal Identification number 83-2976743

Describe in detail the nature of the business: therapeutic massage

Estimated Gross Receipts for the remainder of this calendar year \$

Number of Employees at this location 2 (Sole owner/operators)

Number of Independent Contractors at this location 0

Have you had any other businesses before? Yes ☐ No ☒ If so, please explain what kind and where?

OWNER INFORMATION

Type of Ownership: ☐ Sole Proprietorship ☒ Corporations/LLC * ☐ Partnership/LLP

****Corporations must be active in compliance and provide a copy of the Corporate Certificate. ****

OWNER INFORMATION MUST REFLECT THE TYPE OF OWNERSHIP:

Corporate/Partnership Name: Hong Therapy

Sole Proprietor Name: Xiaohong WANG

Effective Date 12/28/2018

Address: 309 PARC XING Acworth Canton Ga 30102
Street Address Apt/Ste City/State Zip

SSN: Phone: () 470-233-2233 Cell number: () _____

E-mail address: _____

*If the business is corporate owned or a partnership, complete Corporate Officers/Partners section on next page.

CORPORATE OFFICERS/PARTNERS

President/Partner Full Name: Xiaohong Wang **Position:** Member
% of Ownership 100%
Address: 309 PARC Crossing Acworth GA 30102
Street Address **Apt/Ste** **City/State** **Zip**
Phone: () **SSN/EIN:**

Vice President/Partner Full Name: **Position:**
% of Ownership
Address: **Street Address** **Apt/Ste** **City/State** **Zip**
Phone: () **SSN/EIN:**

Treasurer/Partner Full Name: **Position:**
% of Ownership
Address: **Street Address** **Apt/Ste** **City/State** **Zip**
Phone: () **SSN/EIN:**

Person completing application, if other than owner:

Applicant Name: () Owner () Member/Partner () Other
Address: **Phone:** ()

DISCLAIMER AND SIGNATURE

I certify that the facts stated by me are true and correct. I understand any misrepresentation or fraudulent information is grounds for automatic dismissal of this application and or revocation of the license. I understand that all signs displayed on my premise must be approved and permitted by the City of Kennesaw, Planning and Zoning Department. I also understand that my business must be operated in compliance with all applicable state, federal and local law, ordinances, and regulations; and that the granting of this license or payment of this occupation tax does not waive any rights of any state, federal, or local entity to regulate, and enforce such laws, ordinances, and regulations. In addition I understand my business location must conform to all zoning rules and regulations.

Signature: Xiaohong Wang **Date:** 11/21/19
Print Name & Title: Xiaohong Wang

Office Use Only

Date Received: 11/21/19 **Received By:** DC
Acct: **SIC:** **State Issued ID** **#** **exp.**
Tax/Fee \$ **Penalty** **Interest** **Total Dues \$**
Property Tax \$ **Utility Billing \$** **Date**
Method of Payment: Cash Check M/C Visa Money Order ck/receipt#

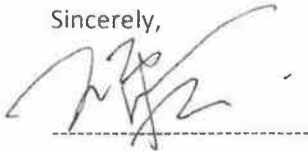
01/18/2020

Wan Har Chan
955 Geneva Walk
Kennesaw, GA 30152
(404) 917-9339

To whom it may concern,

My name is Wan Har Chan, a citizen of the United States. I have personally known Xiaohong Wang, a resident of Acworth, for about 6 years. I have found Xiaohong to be a kind, hardworking and trustworthy person. She has always displayed a high degree of integrity and responsibility. In my opinion, she will be a good asset to our business community.

Sincerely,

A handwritten signature in black ink, appearing to be 'Wan Har Chan', written over a horizontal dashed line.

Wan Har Chan

01/18/2020

James G. LeBerte

6276 Cheatham Lake Drive

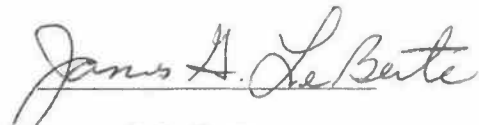
Acworth, Georgia 30101

(678) 524-3033

To whom it may concern,

My name is James G. LeBerte, a citizen of the United States. I have personally known Xiaohong Wang, a resident of Acworth, for about 6 years. I have found Xiaohong to be a kind, hardworking and trustworthy person. She has always displayed a high degree of integrity and responsibility. In my opinion, she will be a good asset to our business community.

Sincerely,



James G. LeBerte

January 19, 2020

Robert Cali

2071 Honeydew Lane NW

Kennesaw, GA 30152-5853

770-795-8169

To whom it may concern,

I have known Xiaohong Wang, a resident of Acworth, GA, for approximately 8 years. I know Xiaohong to be a warm, friendly, and a trustworthy person. I know her to be a person with good morals, and a high degree of integrity. In my opinion, she will be a good asset to our business community.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Robert Cali', written over a horizontal line.

Robert Cali



Please check one: ☒ NEW ☐ RENEWAL

BUSINESS LICENSE CONSENT FORM

I Xiaohong Wang HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

☐ Alcohol License
☐ Bail Bond License
☐ Taxi Cab License

☒ Massage Therapist License
☐ Pawn Shop License
☐ Precious Metal

Sun Shine Massage
NAME OF ESTABLISHMENT

2839 Cherokee St Kennesaw
LOCATION

Xiaohong Wang
FULL NAME (PLEASE PRINT)

309 Parc King Acworth Ga 30102
ADDRESS

470 233 2233
TELEPHONE NUMBER

F
SEX

A
RACE

[REDACTED] 1963
DOB

[REDACTED]
SOCIAL SECURITY NO.

Xiaohong Wang
SIGNATURE OF APPLICANT

11/12/2019
DATE

[Signature]
NOTARY



1/11/20
COMMISSION DATE

***ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.**

Official Use Only:

GCIC Operator number: CM Business License Clerk: Derek La

Approved: ☒ Denied: ☐ Reviewed by Police Chief /Deputy Chief or Designee: R. Shum

**No History
Georgia Only
1247 1-14-2020**

2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 * (770) 424-8274 * fax (770) 429-4559



Patient Name: XIAO HONG WANG
 Address: 309 PARCING ACWORTH 30102

Today's Date: 8-1-2020
 Date of Birth: [REDACTED] 1963

Part One: TO BE COMPLETED BY PATIENT

Purpose of Exam: PHYSICAL FOR EMPLOYMENT

Current Medications (including OTCs/herbal supplements):

Name	Dosage	How Often?	Reason for Medication?
[REDACTED]			

Allergies/Sensitivities: [REDACTED]

Adult Immunizations Review:

Please list the Date of your Last Immunizations (write N/A if not applicable):

Flu: [REDACTED] Pneumonia: [REDACTED] Shingles: [REDACTED] Tdap (Tetanus, Diptheria & Pertussis): [REDACTED]

Review of Systems:

Mark YES or NO to the following health history questions:

For any YES answer, indicate onset date, diagnosis, treating providers' name and any current limitation in the comment field below.

System	YES	NO	System	Yes	NO	System	Yes	No
General:	[REDACTED]	[REDACTED]	HEENT:	[REDACTED]	[REDACTED]	NEUROLOGICAL:	[REDACTED]	[REDACTED]
Weight loss			Headache			Blackouts		
Fatigue			Vision Loss			Dizziness		
Memory Loss			Decreased Hearing			Seizure		
ENDOCRINOLOGY:			Sinus Pain			Numbness/tingling		
Diabetes			RESPIRATORY:			PSYCHIATRIC:		
Excessive thirst			Cough			Anxiety		
Excessive Urination			Wheezing			Depression		
GASTROINTESTINAL:			HEMATOLOGY:			Sleep issues		
Bloody stool			Anemia					
Constipation			Bleeding Issues					
Heartburn			GENITOURINARY:					
Nausea/Vomiting			Pain with urination					
Diarrhea			Blood in urine					
CARDIOVASCULAR:			Menstrual irregularities					
Chest Pain			MUSCULOSKELETAL:					
Irregular heartbeat			Joint pain					
Elevated blood pressure			Joint swelling					
Shortness of breath			Jaw pain					
Limb swelling								

Comments:

Patient Signature: XIAO HONG WANG

Part Two: TO BE COMPLETED BY PROVIDER

GENERAL PHYSICAL EXAM:

Patient Name: Xiao Hong Wang

DOB [REDACTED] 1963

VITAL SIGNS:

Height 5' 7"

Weight 191

Blood Pressure [REDACTED]

Pulse [REDACTED]

Respiration [REDACTED]

Temperature [REDACTED]

Vision 20/20

TUBERCULOSIS (TB) SCREENING:

Is Tb screening required for this exam? Yes ☐ No ☒

If Yes: Date given [REDACTED] Date read [REDACTED] Results [REDACTED]

System Name	Normal Findings?		Comments/Abnormal Findings
Eyes	Yes	No	[REDACTED]
Ears	Yes	No	
Nose	Yes	No	
Mouth/Throat	Yes	No	
Head/Face/Neck	Yes	No	
Lungs	Yes	No	
Cardiovascular	Yes	No	
Extremities	Yes	No	
Abdomen/Gastrointestinal	Yes	No	
Musculoskeletal	Yes	No	
Integumentary	Yes	No	
Genitourinary (males only)*	Yes	No	
Lymphatic	Yes	No	
Endocrine	Yes	No	
Nervous System	Yes	No	

*Consider GU exam if suspected hernia or if required by employer. Having third party present is recommended.

Additional Comments/Recommendations: -

Name of Provider Completing Exam (please print): Suzanne Robertson

Date: 01/08/2020

Provider Signature: [Signature]

Patient Signature: Xiao Hong Wang

Clinic Address: CVS PHARMACY/ATTN: MINUTECLINIC
2782 N COBB PKWY
KENNESAW, GA 30152

Phone Number: X 1866 389 2727

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Robyn A. Crittenden**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Hong Therapy LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/28/2018** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **12/31/2018**.



A handwritten signature in black ink, reading "Robyn A. Crittenden".

Robyn A. Crittenden
Secretary of State



City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
770-424-8274
770-429-4559- Fax
www.kennesaw-ga.gov

APPLICATION FOR MASSAGE THERAPY EMPLOYEE

Date 10/28/2019

Name of Applicant Mingiang Tan

Address of Applicant 309 Parc Crossing Ac GA 30102

Phone # 770 558 7728

Social Security # [REDACTED] Date of Birth [REDACTED] 1963

Business Name Sun Shine Massage

Business Address 2839 Cherokee st Kennesaw Ga 30144

Phone # 678 265 8920

1) Employment History – (Names and addresses of all employers):

NAME	ADDRESS	TELEPHONE
<u>Ereake Spa</u> <u>escape</u>	<u>4484 Jimmy Lee</u> <u>Smith PKWY B102</u> <u>Hiram GA 30141</u>	<u>770 989 1555</u>
<u>Treat Your Feet Burhead</u>	<u>3275 Peachtree Rd NE</u> <u>Suite 250 Atlanta Ga. 30305</u>	<u>404 812 0579</u>

2) Applicant attaches a photo static copy of the diploma of graduation from a bona fide registered School of Massage and said diploma must demonstrate that the applicant attended a course of study of not less than six (6) months and that the curriculum conformed to Section 9-7-2 of the Ordinance of the City of Kennesaw, Subsection (3).



Please check one: ☒ NEW ☐ RENEWAL

BUSINESS LICENSE CONSENT FORM

I MINDIANG TAN, HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

- | | |
|--|---|
| <input type="checkbox"/> Alcohol License | <input checked="" type="checkbox"/> Massage Therapist License |
| <input type="checkbox"/> Bail Bond License | <input type="checkbox"/> Pawn Shop License |
| <input type="checkbox"/> Taxi Cab License | <input type="checkbox"/> Precious Metal |

Sunshine Massage
NAME OF ESTABLISHMENT

2839 Cherokee ST Kennesaw
LOCATION

MINDIANG TAN
FULL NAME (PLEASE PRINT)

309 PARC XING ACWORTH GA 30102
ADDRESS

770-558-7728
TELEPHONE NUMBER

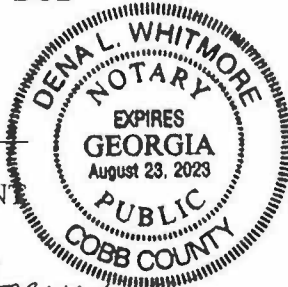
M
SEX

A
RACE

[REDACTED] 63
DOB

[REDACTED]
SOCIAL SECURITY NO.

Tan Mindiang
SIGNATURE OF APPLICANT



11/12/2019
DATE

Dena L. Whitmore
NOTARY

August 23, 2023
COMMISSION DATE

***ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.**

Official Use Only:

GCIC Operator number: CM Business License Clerk: Dech LA

Approved: ☒ Denied: ☐ Reviewed by Police Chief /Deputy Chief or Designee: RC Smith

**No History
Georgia Only**
1244 12.2.19





STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Georgia Board of Massage Therapy
Massage Therapist

License No. MT012035

Status: Active

MinQiang Tan
309 Parc Crossing
Acworth GA 30102

Issued: 2/8/2018

Expires: 10/31/2020



Real-time license verification is available at sos.georgia.gov/PLB

IT IS OF UTMOST IMPORTANCE THAT YOU ALWAYS NOTIFY THIS OFFICE, IN WRITING, IMMEDIATELY OF ANY CHANGE OF NAME AND, OR ADDRESS. A REQUEST FOR NAME CHANGE MUST BE ACCOMPANIED BY A COPY OF THE MARRIAGE CERTIFICATE OR OTHER LEGAL DOCUMENT AND A FEE OF \$25.00, CASHIER'S CHECK, MONEY ORDER OR CERTIFIED CHECK. ANY CORRESPONDENCE SENT TO THIS OFFICE MUST INDICATE YOUR GEORGIA LICENSE NUMBER.

THE BOARD'S ADDRESS AND TELEPHONE NUMBER ARE
GEORGIA BOARD OF MASSAGE THERAPY
237 COLISEUM DRIVE
MACON, GEORGIA 31217
478-207-2440



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Georgia Board of Massage Therapy
Massage Therapist
License No. MT012035 - Active

MinQiang Tan
309 Parc Crossing
Acworth GA 30102

Issued: 2/8/2018

Expires 10/31/2020

Real-time license verification is available at sos.georgia.gov/PLB

Touch For Healing:

School of Reiki Massage, Jasper, Georgia

NCBMB Assigned School # 490790-11

NPEC Authorization #999

Upon the recommendation of the Faculty and Administration, a

Diploma

is hereby awarded to

MinQiang Tan

*for completion of the School of Reiki Massage program on this
(12/8/2016)*



[Signature]
Barbara Moore, Owner



Jan 9th 2018
Date





City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144
770-424-8274
770-429-4559- Fax
www.kennesaw-ga.gov

APPLICATION FOR MASSAGE THERAPY EMPLOYEE

Date 10.28.2019

Name of Applicant Dangj Chang

Address of Applicant 3316 Quick water Indg. Kennesaw 30144

Phone # 404 788 3681

Social Security # [REDACTED] Date of Birth [REDACTED] 1996

Business Name Sun shine Massage

Business Address 2839 Cherokee st Kennesaw ga 30144

Phone # 678 265 8920

1) Employment History – (Names and addresses of all employers):

NAME	ADDRESS	TELEPHONE
<u>W's massage</u>	<u>2790 Cobb Pkwy NW</u> <u>Kennesaw, GA 30144</u>	<u>404 735 5931</u>

2) Applicant attaches a photo static copy of the diploma of graduation from a bona fide registered School of Massage and said diploma must demonstrate that the applicant attended a course of study of not less than six (6) months and that the curriculum conformed to Section 9-7-2 of the Ordinance of the City of Kennesaw, Subsection (3).



Please check one: ☒ NEW ☐ RENEWAL

BUSINESS LICENSE CONSENT FORM

I Dangi Chang, HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

☐ Alcohol License
☐ Bail Bond License
☐ Taxi Cab License

☒ Massage Therapist License
☐ Pawn Shop License
☐ Precious Metal

Sunshine Massage
NAME OF ESTABLISHMENT

2839 Cherokee St NW
LOCATION
Kennesaw GA 30144

Dangi Chang
FULL NAME (PLEASE PRINT)

3316 Quick Water Indlg Kennesaw
ADDRESS

404 788 3681
TELEPHONE NUMBER

F
SEX

Asian
RACE

[REDACTED] 1996
DOB

[REDACTED]
SOCIAL SECURITY NO.

Dm
SIGNATURE OF APPLICANT

DATE

Dana L. Whitmore
NOTARY



08/23/2023
COMMISSION DATE

***ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE SHARES AND THEIR SPOUSES.**

Official Use Only:

GCIC Operator number: CM Business License Clerk: Derek La

Approved: ☒ Denied: ☐ Reviewed by Police Chief/Deputy Chief or Designee: RC SP

**No History
Georgia Only
1246 12.2.19**





R

N

D

S



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Danqi Chang

Address: 3316 Quick Water Lndg NW

Kennesaw GA 30144

Primary Source License Information

Lic #:	MT011413	Profession:	Massage Therapy	Type:	Massage Therapist
Secondary:		Method:	Application	Status:	Active
Issued:	12/30/2016	Expires:	10/31/2020	Last Renewal Date:	9/21/2018

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: December 3, 2019 17:44:59

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.



STATE OF GEORGIA
Brian P. Kemp, Secretary of State
Georgia Board of Massage Therapy
Massage Therapist

License No. MT011413

Status: Active

Danqi Chang
3316 Quick Water Lndg NW
Kennesaw GA 30144

Issued: 12/30/2016
Expires: 10/31/2020



Real-time license verification is available at sos.georgia.gov/PLB



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of a RESOLUTION to authorize bid award and contract with J.G. Leone Enterprises, INC. for Smith Gilbert Gardens Visitor Center – Phase 1 and Depot Park – Phase 6 & 7.
Agenda Comments:	The City issued a Request for Bids (RFB) for the furnishing of all materials, labor, tools, skills, equipment and incidentals necessary for the construction of the Smith Gilbert Gardens Visitor Center – Phase 1 and Depot Park – Phase 6 & 7. The request was duly advertised in the Marietta Daily Journal. The City received and opened five bids for the above referenced project on February 06, 2020. The low bid was submitted by J.G. Leone Enterprises, Inc for \$3,849,013.87. Croy Engineering recommends approval and to authorize the Mayor to sign contract, pending legal review.
Funding Line(s)	SPLOST 2011 - SGG Event Building - 310.4228.54.1480 SPLOST 2016 - Smith Gilbert Gardens - 310.4228.54.1498 SPLOST 2011 - Depot Park - 310.4228.54.1481 SPLOST 2016 - Economic Development - 310.4228.54.1497

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/19/2020	Resolution
Contract	2/20/2020	Backup Material
Award Recommendation Letter	2/19/2020	Backup Material
Phase 6 Plan	2/26/2020	Maps
Phase 7 Plan	2/26/2020	Maps
Depot Park	3/2/2020	Maps
SGG Concept Rendering	2/26/2020	Backup Material
Bid Log	2/19/2020	Backup Material

01-03-20 Legal Ad
01-17-20 Legal Ad

2/19/2020 Legal Ad
2/19/2020 Legal Ad

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-, 2020

**RESOLUTION TO AUTHORIZE BID AWARD AND CONTRACT
WITH J.G. LEONE ENTERPRISES, INC. FOR SMITH GILBERT GARDENS VISITOR
CENTER – PHASE 1 AND DEPOT PARK – PHASE 6 & 7**

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

WHEREAS, the City issued a Request for Bids (RFB) for the furnishing of all materials, labor, tools, skills, equipment and incidentals necessary for the construction of the Smith Gilbert Gardens Visitor Center – Phase 1 and Depot Park – Phase 6 & 7. The City advertised the RFB opportunity in the Marietta Daily Journal on January 3rd and 17th, 2020; and

WHEREAS, the City received five bid proposals in response to the bid opportunity on February 6, 2020; and

WHEREAS, the low bid was submitted by J.G. Leone Enterprises, Inc. in the amount of \$3,849,013.87; and

WHEREAS, Croy Engineering recommends the contract be awarded to J.G. Leone Enterprises, Inc.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the bid award to J.G. Leone Enterprises, Inc. and directs the Mayor to execute the contract for Smith Gilbert Gardens Visitor Center – Phase 1 and Depot Park – Phase 6 & 7.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of March, 2020.

ATTEST

CITY OF KENNESAW

Debra Taylor, City Clerk

Derek Easterling, Mayor

CONTRACT

THIS AGREEMENT made this the _____ day of _____, 20____,
by and between the City of Kennesaw, Georgia, hereinafter called "City",
and _____ a contractor doing business
as an individual, a partnership, or a corporation* of the City of _____, County of
_____, and State of _____ hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor hereby agrees to commence and complete the construction described as follows:

**City of Kennesaw
Smith Gilbert Gardens Visitor Center - Phase I
And Depot Park - Phase 6 & 7**

hereinafter called the "Project", for the sum of _____ Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the Contract Documents, and at their own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the proposal, the General Conditions of the Contract, the plans, which include all explanatory matter thereof, the specifications and Contract Documents therefore as prepared by Croy Engineering, LLC., here entitled the "Engineers" and as enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof and collectively constitute the Contract.

Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the Project within One Hundred Eighty (180) consecutive calendar days; Contractor further agrees to pay as liquidated damages the sum of \$1,000 per each consecutive calendar day that the Contractor shall be in default after the date stipulated in the contract for completing the work.

*Strike out inapplicable terms.

The City agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

City of Kennesaw, Georgia

By _____

ATTEST: (Seal)

City Clerk

Witness

Contractor

By _____

ATTEST: (Seal)

Secretary

Witness

Secretary of City should attest. If Contractor is corporation, corporate secretary should attest.

Give proper title of each person executing Contract.

CONCERNING THE CONTRACT FOR
CITY OF KENNESAW
SMITH GILBERT GARDENS VISITOR CENTER - PHASE I
AND DEPOT PARK - PHASE 6 & 7

COBB COUNTY, GEORGIA

1. The City of Kennesaw is entering into a contract for City of Kennesaw
Smith Gilbert Gardens Visitor Center - Phase I And Depot Park - Phase 6 & 7 (the
"Contract") with _____
2. I have reviewed the Contract and it is hereby approved as to form.

BY:

Name: R. Randall Bentley, Sr.
Title: City Attorney for the City of Kennesaw



February 19, 2020

**Re: Recommendation of Award:
Smith Gilbert Gardens Visitor Center - Phase I
and Depot Park - Phases 6 & 7**

Ms. Ann Parsons, Executive Director, Smith Gilbert Gardens
Mr. Steve Roberts, Parks & Recreation Director
2529 J.O. Stephenson Ave
Kennesaw, GA 30144

Dear Ms. Parsons and Mr. Roberts:

Bids were opened for the above referenced project on February 06, 2020. The low bid was submitted by J.G. Leone Enterprises, Inc. in the amount of \$3,849,013.87. It is our recommendation that the contract be awarded to J.G. Leone Enterprises, Inc. Upon receipt of the City's concurrence, we will prepare the contracts and forward them to the Contractor for execution.

Respectfully,

Zachary V. Buffington, PLS, EIT
Program Manager

Enc.: Bid Tabulations
cc: Mr. Jeff Drobney, City of Kennesaw
Ms. Debra Taylor, City of Kennesaw
Mr. Ricky Stewart, City of Kennesaw
Project File
Reading File

				1		2		3		4		5					
No.	Item No.	Description	Quantity	Units	J.G. Leone Enterprises, Inc.		CMES, Inc.		Tri Scapes, Inc.		A1 Contracting, LLC		A&C Development, Inc.		Lowest Unit Price	Highest Unit Price	Average Unit Price
					Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost			
Smith Gilbert Gardens Visitor Center - Phase 1																	
1	150-1000	TRAFFIC CONTROL -	1	LS	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00	\$20,813.75	\$20,813.75	\$10,500.00	\$25,000.00	\$17,762.75
2	163-0232	TEMPORARY GRASSING	2	AC	\$2,400.00	\$4,800.00	\$650.00	\$1,300.00	\$1,083.00	\$2,166.00	\$600.00	\$1,200.00	\$1,371.82	\$2,743.64	\$600.00	\$2,400.00	\$1,220.96
3	163-0240	MULCH	11	TN	\$400.00	\$4,400.00	\$200.00	\$2,200.00	\$399.00	\$4,389.00	\$450.00	\$4,950.00	\$344.03	\$3,784.33	\$200.00	\$450.00	\$358.61
4	163-0300	CONSTRUCTION EXIT	1	EA	\$3,800.00	\$3,800.00	\$1,200.00	\$1,200.00	\$2,268.75	\$2,268.75	\$1,850.00	\$1,850.00	\$1,892.16	\$1,892.16	\$1,200.00	\$3,800.00	\$2,202.18
5	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	5	EA	\$800.00	\$4,000.00	\$230.00	\$1,150.00	\$285.00	\$1,425.00	\$85.00	\$425.00	\$283.83	\$1,419.15	\$85.00	\$800.00	\$336.77
6	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP S	1848	LF	\$0.10	\$184.80	\$1.00	\$1,848.00	\$1.14	\$2,106.72	\$0.50	\$924.00	\$2.91	\$5,377.68	\$0.10	\$2.91	\$1.13
7	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	\$1,000.00	\$1,000.00	\$570.00	\$570.00	\$210.00	\$210.00	\$50.00	\$50.00	\$819.94	\$819.94	\$50.00	\$1,000.00	\$529.99
8	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	5	EA	\$400.00	\$2,000.00	\$79.00	\$395.00	\$70.00	\$350.00	\$25.00	\$125.00	\$63.08	\$315.40	\$25.00	\$400.00	\$127.42
9	167-1500	WATER QUALITY INSPECTIONS	6	MO	\$750.00	\$4,500.00	\$260.00	\$1,560.00	\$342.00	\$2,052.00	\$350.00	\$2,100.00	\$1,261.44	\$7,568.64	\$260.00	\$1,261.44	\$592.69
10	171-0030	TEMPORARY SILT FENCE, TYPE S	1848	LF	\$4.10	\$7,576.80	\$2.50	\$4,620.00	\$3.42	\$6,320.16	\$1.50	\$2,772.00	\$6.02	\$11,124.96	\$1.50	\$6.02	\$3.51
11	210-0100	GRADING COMPLETE -	1	LS	\$245,612.50	\$245,612.50	\$425,750.00	\$425,750.00	\$637,882.50	\$637,882.50	\$506,264.20	\$506,264.20	\$650,902.38	\$650,902.38	\$245,612.50	\$650,902.38	\$493,282.32
12	310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	1089	SY	\$9.33	\$10,160.37	\$12.00	\$13,068.00	\$7.98	\$8,690.22	\$9.50	\$10,345.50	\$25.58	\$27,856.62	\$7.98	\$25.58	\$12.88
13	310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	2905	SY	\$13.00	\$37,765.00	\$14.00	\$40,670.00	\$11.40	\$33,117.00	\$11.50	\$33,407.50	\$34.18	\$99,292.90	\$11.40	\$34.18	\$16.82
14	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	237	TN	\$120.00	\$28,440.00	\$140.00	\$33,180.00	\$149.63	\$35,462.31	\$132.00	\$31,284.00	\$180.13	\$42,690.81	\$120.00	\$180.13	\$144.35
15	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	473	TN	\$120.00	\$56,760.00	\$140.00	\$66,220.00	\$140.22	\$66,324.06	\$125.00	\$59,125.00	\$349.38	\$165,256.74	\$120.00	\$349.38	\$174.92
16	413-1000	BITUM TACK COAT	349	GL	\$6.00	\$2,094.00	\$6.00	\$2,094.00	\$5.99	\$2,090.51	\$6.00	\$2,094.00	\$53.74	\$18,755.26	\$5.99	\$53.74	\$15.55
17	441-0016	DRIVEWAY CONCRETE, 6 IN TK	180	SY	\$58.00	\$10,440.00	\$58.00	\$10,440.00	\$63.53	\$11,435.40	\$36.00	\$6,480.00	\$72.34	\$13,021.20	\$36.00	\$72.34	\$57.57
18	441-0104	CONC SIDEWALK, 4 IN	442	SY	\$38.50	\$17,017.00	\$38.00	\$16,796.00	\$40.84	\$18,051.28	\$38.00	\$16,796.00	\$69.93	\$30,909.06	\$38.00	\$69.93	\$45.05
19	441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	2598	LF	\$21.00	\$54,558.00	\$17.00	\$44,166.00	\$14.90	\$38,710.20	\$15.00	\$38,970.00	\$21.03	\$54,635.94	\$14.90	\$21.03	\$17.79
20	441-6016	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	308	LF	\$8.00	\$8,008.00	\$27.00	\$8,316.00	\$16.53	\$5,091.24	\$15.00	\$4,620.00	\$50.77	\$15,637.16	\$15.00	\$50.77	\$27.06
21	500-5001	RETAINING WALL NO. 1 COMPLETE	320	LF	\$400.00	\$128,000.00	\$360.00	\$115,200.00	\$624.72	\$199,910.40	\$575.00	\$184,000.00	\$698.62	\$223,558.40	\$360.00	\$698.62	\$531.67
22	500-5002	RETAINING WALL NO. 2 COMPLETE	120	LF	\$600.00	\$72,000.00	\$340.00	\$40,800.00	\$520.98	\$62,517.60	\$395.00	\$47,400.00	\$498.19	\$59,782.80	\$340.00	\$600.00	\$470.83
23	500-5003	RETAINING WALL NO. 3 COMPLETE	295	LF	\$648.00	\$191,160.00	\$695.00	\$205,025.00	\$1,119.48	\$330,246.60	\$835.00	\$246,325.00	\$1,098.16	\$323,957.20	\$648.00	\$1,119.48	\$879.13
24	500-5004	CISTERN, PRECAST	1	LS	\$79,244.20	\$79,244.20	\$85,950.00	\$85,950.00	\$83,760.75	\$83,760.75	\$45,550.00	\$45,550.00	\$89,286.64	\$89,286.64	\$45,550.00	\$89,286.64	\$76,758.32
25	550-1150	STORM DRAIN PIPE, 15 IN, H 1-10 (RCP CLASS 3)	67	LF	\$55.00	\$3,685.00	\$40.00	\$2,680.00	\$35.22	\$2,359.74	\$30.00	\$2,010.00	\$89.53	\$5,998.51	\$30.00	\$89.53	\$49.95
26	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10 (RCP CLASS 3)	130	LF	\$60.00	\$7,800.00	\$43.00	\$5,590.00	\$37.65	\$4,894.50	\$36.00	\$4,680.00	\$105.36	\$13,696.80	\$36.00	\$105.36	\$56.40
27	550-1080	STORM DRAIN PIPE, 8 IN, H 1-10 (HDPE ADS N-12 SMOOTH BORE)	253	LF	\$29.00	\$7,337.00	\$28.00	\$7,084.00	\$24.65	\$6,236.45	\$24.00	\$6,072.00	\$26.20	\$6,628.60	\$24.00	\$29.00	\$26.37
28	550-1100	STORM DRAIN PIPE, 10 IN, H 1-10 (HDPE ADS N-12 SMOOTH BORE)	136	LF	\$30.00	\$4,080.00	\$29.00	\$3,944.00	\$28.72	\$3,905.92	\$24.00	\$3,264.00	\$15.78	\$2,146.08	\$15.78	\$30.00	\$25.50
29	550-1100	STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE ADS N-12 SMOOTH BORE)	81	LF	\$33.00	\$2,673.00	\$33.00	\$2,673.00	\$35.22	\$2,852.82	\$42.00	\$3,402.00	\$69.97	\$5,667.57	\$33.00	\$69.97	\$42.64
30	550-1181	STORM DRAIN PIPE, 18 IN, H 10-15 (HDPE ADS N-12 SMOOTH BORE)	33	LF	\$49.00	\$1,617.00	\$49.00	\$1,617.00	\$35.22	\$1,162.26	\$42.00	\$1,386.00	\$68.70	\$2,267.10	\$35.22	\$68.70	\$48.78
31	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 (HDPE ADS N-12 SMOOTH BORE)	33	LF	\$39.00	\$1,287.00	\$40.00	\$1,320.00	\$42.53	\$1,403.49	\$52.00	\$1,716.00	\$271.59	\$8,962.47	\$39.00	\$271.59	\$89.02
32	550-1241	STORM DRAIN PIPE, 24 IN, H 10-15 (HDPE ADS N-12 SMOOTH BORE)	6	LF	\$50.00	\$300.00	\$44.00	\$264.00	\$42.53	\$255.18	\$52.00	\$312.00	\$426.78	\$2,560.68	\$42.53	\$426.78	\$123.06
33	550-9901	UNDERGROUND CHAMBER STORMWATER STORAGE SYSTEM, PRE-MANUFACTURED	1	LS	\$289,105.00	\$289,105.00	\$215,650.00	\$215,650.00	\$78,797.50	\$78,797.50	\$267,500.00	\$267,500.00	\$852,719.96	\$852,719.96	\$78,797.50	\$852,719.96	\$340,754.49
34	643-8200	BARRIER FENCE (ORANGE), 4 FT	1056	LF	\$2.50	\$2,640.00	\$3.00	\$3,168.00	\$3.42	\$3,611.52	\$1.10	\$1,161.60	\$1.46	\$1,541.76	\$1.10	\$3.42	\$2.30
35	660-0006	SAN SEWER PIPE, 6 IN, PVC (SDR 35 SCH. 40)	163	LF	\$45.00	\$7,335.00	\$80.00	\$13,040.00	\$54.63	\$8,904.69	\$25.00	\$4,075.00	\$22.26	\$3,628.38	\$22.26	\$80.00	\$45.38
36	660-2600	SEWER CLEANOUTS	4	EA	\$350.00	\$1,400.00	\$1,200.00	\$4,800.00	\$1,162.50	\$4,650.00	\$500.00	\$2,000.00	\$1,293.78	\$5,175.12	\$350.00	\$1,293.78	\$901.26
37	668-2100	DROP INLET, GP 1	4	EA	\$2,000.00	\$8,000.00	\$2,200.00	\$8,800.00	\$2,325.00	\$9,300.00	\$1,850.00	\$7,400.00	\$1,971.00	\$7,884.00	\$1,850.00	\$2,325.00	\$2,069.20
38	668-4300	STORM SEWER MANHOLE, TP 1	4	EA	\$3,800.00	\$15,200.00	\$2,600.00	\$10,400.00	\$2,565.00	\$10,260.00	\$1,850.00	\$7,400.00	\$8,475.53	\$33,902.12	\$1,850.00	\$8,475.53	\$3,858.11
39	668-7010	YARD DRAIN	8	EA	\$800.00	\$6,400.00	\$1,100.00	\$8,800.00	\$1,686.25	\$13,490.00	\$750.00	\$6,000.00	\$1,404.32	\$11,234.56	\$750.00	\$1,686.25	\$1,148.11
40	670-9999	DOMESTIC WATER COMPLETE	1	LS	\$45,435.00	\$45,435.00	\$89,552.00	\$89,552.00	\$57,000.00	\$57,000.00	\$75,000.00	\$75,000.00	\$7,023.88	\$7,023.88			

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				J.G. Leone Enterprises, Inc.		CMES, Inc.		Tri Scapes, Inc.		A1 Contracting, LLC		A&C Development, Inc.					
No.	Item No.	Description	Quantity	Units	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Unit Price	Item Cost	Lowest Unit Price	Highest Unit Price	Average Unit Price
Depot Park Phase 6 & 7																	
59	150-1000	TRAFFIC CONTROL -	1	LS	\$5,000.00	\$5,000.00	\$7,800.00	\$7,800.00	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00	\$4,750.42	\$4,750.42	\$4,750.42	\$20,000.00	\$8,910.08
60	163-0232	TEMPORARY GRASSING	4	AC	\$2,400.00	\$9,600.00	\$650.00	\$2,600.00	\$1,083.00	\$4,332.00	\$650.00	\$2,600.00	\$1,377.62	\$5,510.48	\$650.00	\$2,400.00	\$1,232.12
61	163-0240	MULCH	26	TN	\$400.00	\$10,400.00	\$200.00	\$5,200.00	\$443.46	\$11,529.96	\$650.00	\$16,900.00	\$345.25	\$8,976.50	\$200.00	\$650.00	\$407.74
62	163-0300	CONSTRUCTION EXIT	1	EA	\$3,800.00	\$3,800.00	\$1,200.00	\$1,200.00	\$2,268.75	\$2,268.75	\$2,150.00	\$2,150.00	\$1,900.18	\$1,900.18	\$1,200.00	\$3,800.00	\$2,263.79
63	163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	198	LF	\$15.00	\$2,970.00	\$31.00	\$6,138.00	\$34.20	\$6,771.60	\$2.00	\$396.00	\$8.24	\$1,631.52	\$2.00	\$34.20	\$18.09
64	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	1	EA	\$800.00	\$800.00	\$230.00	\$230.00	\$250.80	\$250.80	\$125.00	\$125.00	\$285.04	\$285.04	\$125.00	\$800.00	\$338.17
65	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP S	1980	LF	\$0.10	\$198.00	\$1.55	\$3,069.00	\$1.71	\$3,385.80	\$1.00	\$1,980.00	\$2.92	\$5,781.60	\$0.10	\$2.92	\$1.46
66	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1	EA	\$1,000.00	\$1,000.00	\$570.00	\$570.00	\$210.00	\$210.00	\$550.00	\$550.00	\$823.42	\$823.42	\$210.00	\$1,000.00	\$630.68
67	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	1	EA	\$400.00	\$400.00	\$79.00	\$79.00	\$85.50	\$85.50	\$75.00	\$75.00	\$95.02	\$95.02	\$75.00	\$400.00	\$146.90
68	167-1500	WATER QUALITY INSPECTIONS	6	MO	\$750.00	\$4,500.00	\$260.00	\$1,560.00	\$342.00	\$2,052.00	\$350.00	\$2,100.00	\$1,266.78	\$7,600.68	\$260.00	\$1,266.78	\$593.76
69	171-0030	TEMPORARY SILT FENCE, TYPE S	1980	LF	\$4.10	\$8,118.00	\$2.50	\$4,950.00	\$4.08	\$8,078.40	\$2.00	\$3,960.00	\$5.45	\$10,791.00	\$2.00	\$5.45	\$3.63
70	205-0100	EXCAVATION BELOW GRADE & CRUSHED STONE REFILL (#57 STONE)	200	CY	\$85.00	\$17,000.00	\$52.00	\$10,400.00	\$54.35	\$10,870.00	\$75.00	\$15,000.00	\$142.20	\$28,440.00	\$52.00	\$142.20	\$81.71
71	210-0100	GRADING COMPLETE	1	LS	\$255,638.00	\$255,638.00	\$283,730.00	\$283,730.00	\$409,737.00	\$409,737.00	\$641,931.28	\$641,931.28	\$648,083.04	\$648,083.04	\$255,638.00	\$648,083.04	\$447,823.86
72	210-0130	POWER AND LIGHTING COMPLETE	1	LS	\$332,177.50	\$332,177.50	\$456,500.00	\$456,500.00	\$329,460.00	\$329,460.00	\$356,500.00	\$356,500.00	\$507,952.49	\$507,952.49	\$329,460.00	\$507,952.49	\$396,518.00
73	310-5080	GR AGGR BASE CRS, 8 INCH, INCL MATL	5720	SY	\$13.00	\$74,360.00	\$10.00	\$57,200.00	\$11.40	\$65,208.00	\$11.50	\$65,780.00	\$27.17	\$155,412.40	\$10.00	\$27.17	\$14.61
74	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	253	TN	\$120.00	\$30,360.00	\$150.00	\$37,950.00	\$149.63	\$37,856.39	\$135.00	\$34,155.00	\$188.75	\$47,753.75	\$120.00	\$188.75	\$148.68
75	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	264	TN	\$120.00	\$31,680.00	\$150.00	\$39,600.00	\$140.22	\$37,018.08	\$125.00	\$33,000.00	\$162.15	\$42,807.60	\$120.00	\$162.15	\$139.47
76	413-1000	BITUM TACK COAT	275	GL	\$6.00	\$1,650.00	\$6.00	\$1,650.00	\$6.27	\$1,724.25	\$6.00	\$1,650.00	\$56.31	\$15,485.25	\$6.00	\$56.31	\$16.12
77	441-0104	CONC SIDEWALK, 4 IN	1870	SY	\$38.50	\$71,995.00	\$36.00	\$67,320.00	\$40.84	\$76,370.80	\$33.00	\$61,710.00	\$57.52	\$107,562.40	\$33.00	\$57.52	\$41.17
78	441-0106	CONC SIDEWALK, 6 IN	1980	SY	\$58.00	\$114,840.00	\$36.00	\$71,280.00	\$61.27	\$121,314.60	\$42.00	\$83,160.00	\$72.24	\$143,035.20	\$36.00	\$72.24	\$53.90
79	441-0600	CONC HEADWALLS WITH BAFFLES, PRECAST	2	EA	\$2,500.00	\$5,000.00	\$2,900.00	\$5,800.00	\$2,650.00	\$5,300.00	\$2,500.00	\$5,000.00	\$5,109.34	\$10,218.68	\$2,500.00	\$5,109.34	\$3,131.87
80	441-6016	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	1320	LF	\$20.00	\$26,400.00	\$20.00	\$26,400.00	\$14.90	\$19,668.00	\$16.00	\$21,120.00	\$26.61	\$35,125.20	\$14.90	\$26.61	\$19.50
81	444-2000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	572	LF	\$5.00	\$2,860.00	\$3.00	\$1,716.00	\$2.80	\$1,601.60	\$5.00	\$2,860.00	\$1.59	\$909.48	\$1.59	\$5.00	\$3.48
82	500-5011	BRIDGE "A" COMPLETE	1	LS	\$180,208.00	\$180,208.00	\$223,650.00	\$223,650.00	\$171,000.00	\$171,000.00	\$275,000.00	\$275,000.00	\$318,475.61	\$318,475.61	\$171,000.00	\$318,475.61	\$233,666.72
83	500-5012	BRIDGE "B" COMPLETE	1	LS	\$148,709.00	\$148,709.00	\$181,634.00	\$181,634.00	\$142,500.00	\$142,500.00	\$235,000.00	\$235,000.00	\$257,946.99	\$257,946.99	\$142,500.00	\$257,946.99	\$193,158.00
84	500-5013	BRIDGE "C" COMPLETE	1	LS	\$142,039.00	\$142,039.00	\$152,690.00	\$152,690.00	\$131,000.00	\$131,000.00	\$250,000.00	\$250,000.00	\$265,530.58	\$265,530.58	\$131,000.00	\$265,530.58	\$188,251.92
85	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	11	CY	\$350.00	\$3,850.00	\$250.00	\$2,750.00	\$453.75	\$4,991.25	\$250.00	\$2,750.00	\$139.17	\$1,530.87	\$139.17	\$453.75	\$288.58
86	500-1020	IRRIGATION SLEEVE, 2 IN, H 1-10 (PVC)	563	LF	\$6.00	\$3,378.00	\$14.00	\$7,882.00	\$7.45	\$4,194.35	\$8.00	\$4,504.00	\$16.20	\$9,120.60	\$6.00	\$16.20	\$10.33
87	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10 (HDPE ADS N-12 SMOOTH BORE)	198	LF	\$33.00	\$6,534.00	\$30.00	\$5,940.00	\$33.45	\$6,623.10	\$36.00	\$7,128.00	\$53.62	\$10,616.76	\$30.00	\$53.62	\$37.21
88	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10 (RCP CLASS 3)	76	LF	\$60.00	\$4,560.00	\$43.00	\$3,268.00	\$32.24	\$2,450.24	\$42.00	\$3,192.00	\$128.20	\$9,743.20	\$32.24	\$128.20	\$61.09
89	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 (HDPE ADS N-12 SMOOTH BORE)	111	LF	\$39.00	\$4,329.00	\$37.00	\$4,107.00	\$47.63	\$5,286.93	\$52.00	\$5,772.00	\$31.47	\$3,493.17	\$31.47	\$52.00	\$41.42
90	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10 (RCP CLASS 3)	347	LF	\$65.00	\$22,555.00	\$54.00	\$18,738.00	\$48.30	\$16,760.10	\$52.00	\$18,044.00	\$72.07	\$25,008.29	\$48.30	\$72.07	\$58.27
91	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10 (RCP CLASS 3)	88	LF	\$90.00	\$7,920.00	\$68.00	\$5,984.00	\$66.35	\$5,838.80	\$72.00	\$6,336.00	\$105.11	\$9,249.68	\$66.35	\$105.11	\$80.29
92	643-8200	BARRIER FENCE (ORANGE), 4 FT	2420	LF	\$2.10	\$5,082.00	\$3.00	\$7,260.00	\$9.12	\$22,070.40	\$1.00	\$2,420.00	\$1.46	\$3,533.20	\$1.00	\$9.12	\$3.34
93	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	1540	LF	\$2.00	\$3,080.00	\$2.50	\$3,850.00	\$0.68	\$1,047.20	\$1.00	\$1,540.00	\$1.97	\$3,033.80	\$0.68	\$2.50	\$1.63
94	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1320	LF	\$2.00	\$2,640.00	\$2.00	\$2,640.00	\$1.71	\$2,257.20	\$1.00	\$1,320.00	\$3.81	\$5,029.20	\$1.00	\$3.81	\$2.10
95	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	22	LF	\$10.00	\$220.00	\$16.00	\$352.00	\$7.98	\$175.56	\$6.00	\$132.00	\$6.97	\$153.34	\$6.00	\$16.00	\$9.39
96	668-2100	DROP INLET, GP 1	7	EA	\$3,000.00	\$21,000.00	\$3,400.00	\$23,800.00	\$2,731.25	\$19,118.75	\$2,150.00	\$15,050.00	\$4,343.24	\$30,402.68	\$2,150.00	\$4,343.24	\$3,124.90
97	668-4300	STORM SEWER MANHOLE, TP 1	3	EA	\$3,000.00	\$9,000.00	\$2,400.00	\$7,200.00	\$2,565.00	\$7,695.00	\$2,150.00	\$6,450.00	\$9,923.09	\$29,769.27	\$2,150.00	\$9,923.09	\$4,007.62
98	668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2	LF	\$350.00	\$700.00	\$160.00	\$320.00	\$285.00	\$570.00	\$200.00	\$400.00	\$665.06	\$1,330.12	\$160.00	\$665.06	\$332.01
99	700-6910	PERMANENT GRASSING	4	AC	\$2,400.00	\$9,600.00	\$1,300.00	\$5,200.00	\$1,368.00	\$5,472.00	\$750.00	\$3,000.00	\$918.42	\$3,673.68	\$750.00	\$2,400.00	\$1,347.28
100	700-7000	AGRICULTURAL LIME	4	TN	\$400.00	\$1,600.00	\$520.00	\$2,080.00	\$570.00	\$2,280.00	\$250.00	\$1,000.00	\$627.80	\$2,511.20	\$250.00	\$627.80	\$473.56
101	700-8000	FERTILIZER MIXED GRADE	2	TN	\$800.00	\$1,600.00	\$940.00	\$1,880.00	\$1,026.00	\$2,052.00	\$250.00	\$500.00	\$1,408.98	\$2,817.96	\$250.00	\$1,408.98	\$885.00
102	700-8100	FERTILIZER NITROGEN CONTENT	97	LB	\$4.00	\$388.00	\$2.00	\$194.00	\$1.71	\$165.87	\$4.00	\$388.00	\$1.70	\$164.90	\$1.70	\$4.00	\$2.68
103	713-3001	WOOD FIBER BLANKET, TP I, SLOPES	1100	SY	\$4.50	\$4,950.00	\$1.60	\$1,760.00	\$2.85	\$3,135.00	\$1.50	\$1,650.00	\$1.84	\$2,024.00	\$1.50	\$4.50	\$2.46
104	999-1600	CONTRUCT AND REMOVE TEMPORARY SEDIMENT TRAP (SD-4)	2	EA	\$3,875.00	\$7,750.00	\$230.00	\$460.00	\$250.80	\$501.60	\$150.00	\$300.00	\$190.02	\$380.04	\$150.00	\$3,875.00	\$939.16
105	999-1601	MAINTENANCE OF TEMPORARY SEDIMENT TRAP	2	EA	\$600.00	\$1,200.00	\$79.00	\$158.00	\$85.50	\$171.00	\$150.00	\$300.00	\$95.01	\$190.02	\$79.00	\$600.00	\$201.90
106	999-1602	DIVERSION (DI)	1	LS	\$3,220.00	\$3,220.00	\$5,500.00	\$5,500.00	\$48,194.75	\$48,194.75	\$8,500.00	\$8,500.00	\$3,800.34	\$3,800.34	\$3,220.00	\$48,194.75	\$13,843.02
107	999-1603	RIPRAP OUTLET PROTECTION (ST)	33	SY	\$75.00	\$2,475.00	\$48.00	\$1,584.00	\$38.38	\$1,266.54	\$15.00	\$495.00	\$52.90	\$1,745.70	\$15.00	\$75.00	\$45.86
108	999-5011	BARRIER FREE FOUNTAIN W/ PET BOWL	3	EA	\$4,750.00	\$14,250.00	\$5,500.00	\$16,500.00	\$6,673.13	\$20,019.39	\$4,850.00	\$14,550.00	\$8,664.51	\$25,993.53	\$4,750.00	\$8,664.51	\$6,087.53
109	999-5012	COMPLETE DOG WASTE STATION - ONEPUL	3	EA	\$1,500.00	\$4,500.00	\$980.00	\$2,940.00	\$697.50	\$2,092.50	\$950.00	\$2,850.00	\$1,212.73	\$3,638.19	\$697.50	\$1,500.00	\$1,068.05
110	999-5013	TRASH CAN	4	EA	\$2,000.00	\$8,000.00	\$3,800.00	\$15,200.00	\$1,963.75	\$7,855.00	\$3,650.00	\$14,600.00	\$4,389.05	\$17,556.20	\$1,963.75	\$4,389.05	\$3,160.56
111	999-5014	BOLLARD	18	EA	\$1,200.00	\$21,600.00	\$1,200.00	\$21,600.00	\$849.88	\$15,297.84	\$1,050.00	\$18,900.00	\$2,079.91	\$37,438.38	\$849.88	\$2,079.91	\$1,275.96
112	999-5015	WATER QUALITY DEVICE	1	EA	\$30,000.00	\$30,000.00	\$39,950.00	\$39,950.00	\$19,675.00	\$19,675.00	\$26,500.00	\$26,500.00	\$3,166.94	\$3,166.94	\$3,166.94	\$39,950.00	\$23,858.39
113	210-0110	LANDSCAPING COMPLETE	1	LS	\$150,000.00	\$150,000.00	\$192,500.00	\$192,500.00	\$200,000.00	\$200,000.00	\$165,850.00	\$165,850.00	\$371,543.86	\$371,543.86	\$150,000.00	\$371,543.86	\$215,978.77
114	999-9999	CONTINGENCY	1	EA	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Depot Park - Phases 6 & 7 Subtotal					\$1,937,683.50		\$2,152,513.00		\$2,133,850.90		\$2,567,123.28		\$3,351,543.65				
GRAND TOTAL OF AMOUNTS					\$3,849,013.87		\$4,149,945.00		\$4,389,761.25		\$4,656,610.28						

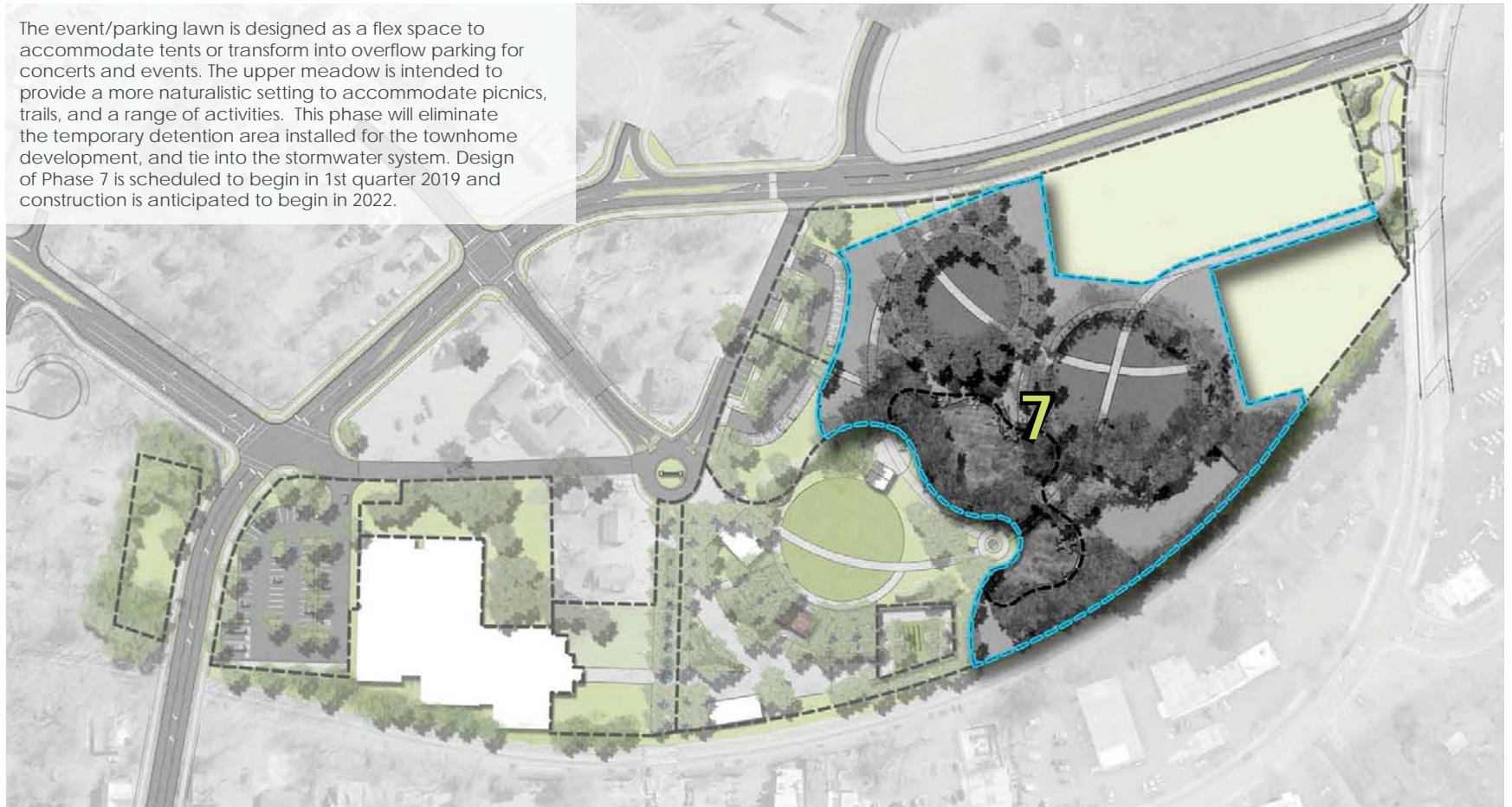
PHASE 6: DEPOT PARK PARKING IMPROVEMENTS

An additional parking lot will serve both the Park and the Museum. The lot will be built in two phases. Phase 6 includes construction of the first half of the parking lot, and Phase 12 will complete the lot once the Sardis Street extension has been constructed. Design of Phase 6 is scheduled to begin in 1st quarter 2019 and construction is anticipated to begin in 3rd quarter 2019.



PHASE 7: PARKING LAWN & UPPER MEADOW

The event/parking lawn is designed as a flex space to accommodate tents or transform into overflow parking for concerts and events. The upper meadow is intended to provide a more naturalistic setting to accommodate picnics, trails, and a range of activities. This phase will eliminate the temporary detention area installed for the townhome development, and tie into the stormwater system. Design of Phase 7 is scheduled to begin in 1st quarter 2019 and construction is anticipated to begin in 2022.

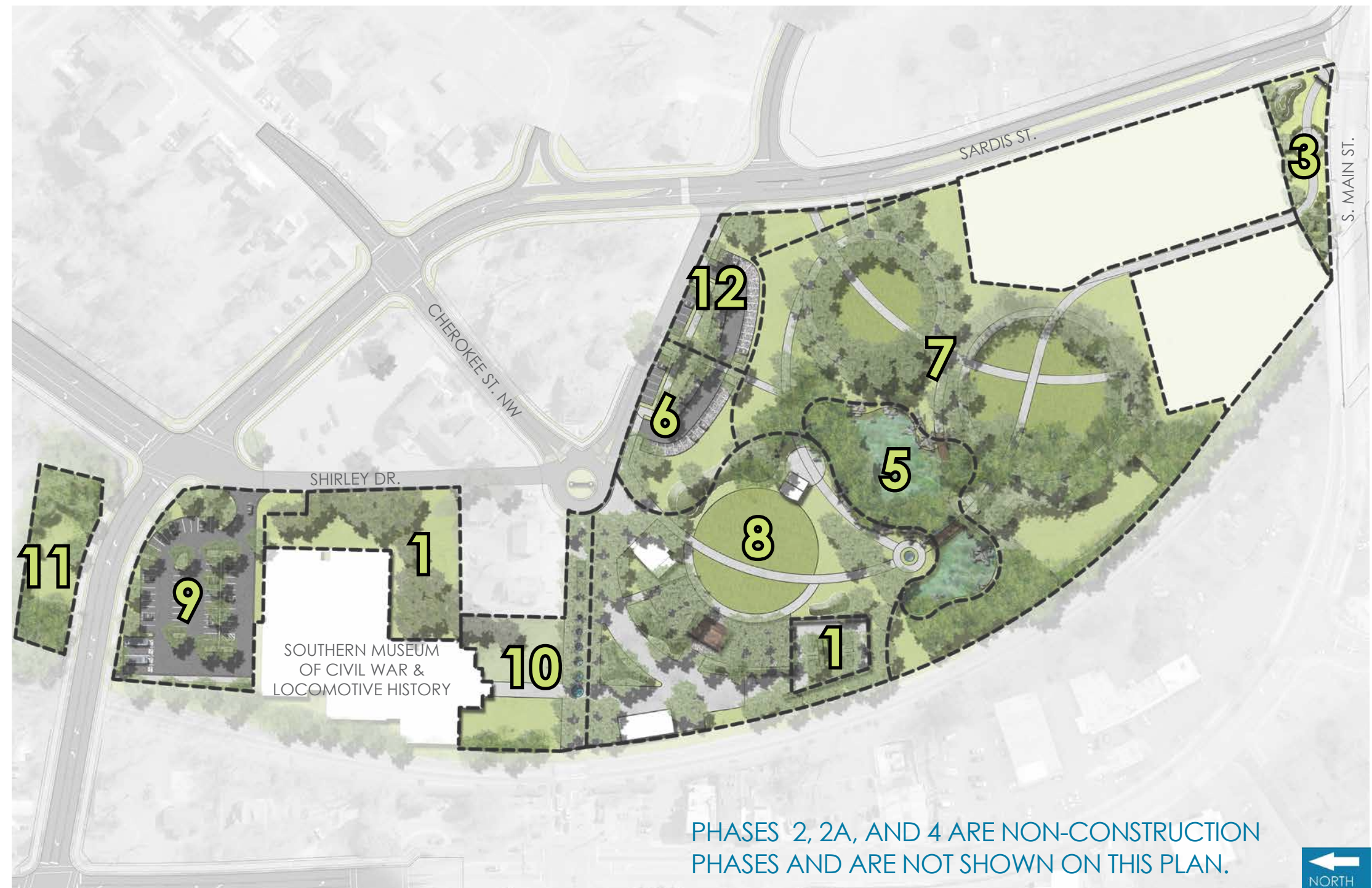


PROJECT INTRODUCTION

PROJECT DESCRIPTION

Depot Park is located in historic downtown Kennesaw, Georgia. The project site is bounded by the railroad tracks on the west and Sardis Street to the east. The site's northern boundary is behind the Southern Museum of Civil War and Locomotive History's rear parking lot. A multi-use path connects the main Park south through a planned townhome development, to Gateway Park on South Main Street. The park measures roughly twelve and a half acres. Considering its size and setting, the area is uniquely positioned to be an asset to the downtown.

This document is intended to guide the City in determining next steps for this project, and lays out a multi-year, twelve-phase plan for the design and construction of Depot Park. The images and design elements highlighted in this document represent design intention for the park, that will continue to be refined as the City moves into the design and construction of each individual phase. Each phase will be described in detail, beginning on page 19. As of the adoption of this document, Phase 1 has already been completed, and Phases 2 and 3 are underway.





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

City Bid Log/Results

Project: SGG Visitor Center Phase 1 and Depot Park Phase 6 & 7

Deadline: February 06, 2020

Date Rec'd.	Time	Company	Bid Amounts (to be filled out by Clerk at opening)	Awarded Bid	Comments
02/06/20	12:48pm	A&C Development Inc. P.O. Box 767580 Roswell, GA 30076	\$6,889,231.77		
02/06/20	2:23pm	CMES Inc. 6555 McDonough Dr. Norcross, GA 30093	\$4,149,945.00		
02/06/20	2:33pm	J.G. Leone Enterprises Inc. P.O. Box 4698 Canton, GA 30114-0226	\$3,847,093.87		
02/06/20	2:35pm	Tri Scapes Inc. 1595 Peachtree Pkwy, STE 204-396. Cumming, GA 30041	\$4,389,861.25		
02/06/20	2:51pm	A1 Contracting LLC. 138 Moose Loop Rd. Canton, GA 30114	\$4,656,610.28		

C4 ♦ FRIDAY, JANUARY 3, 2020 ♦ MDJ

Petition for February 24, 2020, at 2:30 p.m. in the courtroom of the Honorable Presiding Judge, Marietta, Cobb County, Georgia.

All parental rights you may have with respect to the minor child will be lost, and you will neither receive notice nor be entitled to object to the adoption of the child unless you appear in the pending adoption action and show cause why your rights to the child should not be terminated by adoption.

NOTICE OF ADOPTION

To: Ronald Riggs, biological father of a female child, whose last known address is 3129 Lynnclyff Dr., Gainesville, GA 30506.

You are hereby notified that on October 23, 2019, a Petition for Adoption of a female child born to C.L. on February 21, 2006 in Lawrenceburg, Dearborn County, Indiana, was filed in the Superior Court of Cobb County, Georgia, Adoption No. 19A125-49. The Court issued an Order fixing hearing upon said Petition for February 24, 2020, at 2:30 p.m. in the courtroom of the Honorable Presiding Judge, Marietta, Cobb County, Georgia.

All parental rights you may have with respect to the minor child will be lost, and you will neither receive notice nor be entitled to object to the adoption of the child unless, within thirty (30) days from the date of the last publication of this notice, you file (1) a Petition to Legitimate the child pursuant to the Official Code of Georgia Annotated Section 19-7-22; (2) notice of the filing of such Petition to Legitimate with the Superior Court of Cobb County and make known such other objections in writing as you may have; and (3) serve a copy of the Petition to Legitimate on the undersigned attorney for the Petitioner seeking to adopt the child.

Kathryn H. Wade
Kilpatrick Townsend & Stockton LLP
Suite 2800
1100 Peachtree Street
Atlanta, Georgia 30309
(404) 815-6500
1:3,10,17-2020

8007 Clerk of Superior Court

MDJ-4057
GPN-14
IN THE STATE COURT OF
COBB COUNTY
STATE OF GEORGIA
DORIAN EVANS
Plaintiff,
VS
LARRY BERNARD SMITH AND
COOPER-GLOBAL CHAUFFEURED
TRANSPORTATION INC.
Defendant
Civil Action Number: 19-A-2230-5
TO: LARRY BERNARD SMITH
NOTICE OF PUBLICATION

By Order for service by publication dated the 27th of November, 2019, you are hereby notified that on July 2nd, 2019, Dorian Evans, 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 C. Benjamin Avery, 1201 Peachtree Street N.E., Suite 1700, Atlanta, GA 30361, on answer in writing within sixty (60) days of the date of the Order for publication.

WITNESS The Honorable,
David P. Darden,
Judge of State Court.
This 6th day of December, 2019.
Angie T. Davis, Clerk
State Court of Cobb County
12:13,20,27-2019; 1:3-2020

MDJ-4090
GPN-14
COBB COUNTY
SHERIFF'S OFFICE
CASE# 19-9-03883-48

nity supervision fee as required by law or the community supervision fee is waived.

2. If counsel was provided under the Georgia Indigent Defense Act: the Defendant shall pay the \$50 Public Defender Application Fee;

3. If counsel was provided at public expense: the Defendant shall pay attorney's fees not to exceed \$350 to Cobb County.

Defendant is to pay all fines, surcharges and restitution as a special condition of probation of the rate of \$50 per month. Beginning 60 from RELEASE.

FIRST OFFENDER OR CONDITIONAL DISCHARGE

(Count 1 only)
12:13,20,27-2019; 1:3-2020

MDJ-4215
GPN-14
IN THE SUPERIOR COURT OF
COBB COUNTY
STATE OF GEORGIA
PaytonGraceProperties, LLC,
Plaintiff(s),
Bonnie N. Buice, The Trust of Bonnie N. Buice dated August 9, 1193 (sic), Cobb County, and All Persons Who Claim Interest in 1562 Pine St., S.E., Marietta, Cobb County, Georgia 30060 (Tax ID 17029700680),
Defendant(s)

CIVIL ACTION FILE NO.
19-1-6317-49
NOTICE OF SERVICE
BY PUBLICATION

1.OCCUPANT - TENANT - RESIDENT of real property located at 1562 Pine St., S.E., Marietta, Cobb County, Georgia (Tax Parcel No. 17029700680)

2.The Bonnie N. Buice Trust Dated August 9, 1193 (sic)

3.Bobby Earl Buice
4.All other parties, known or unknown, who have or claim any adverse and/or possessory right, title, or interest in the subject property.

YOU ARE HEREBY NOTIFIED that on August 27, 2019, PaytonGraceProperties, LLC filed suit seeking a quiet title and other relief concerning the real property which is the subject of the above styled case and which is commonly known as 1562 Pine St., S.E., Marietta, Cobb County, Georgia (Tax Parcel No. 17029700680). You are commanded to file with the Clerk of said court an Answer to the Petition to Quiet Title Against All the World and serve a copy upon James P. Blum, Jr., Plaintiff's counsel, whose address is 3000 Langford Road, Building 100, Peachtree Corners, GA 30071, within thirty (30) days. You are further commanded to appear at a Special Master Hearing in this case on February 4, 2020 beginning at 10:00 a.m., at the offices of Special Master Charles W. Brown, Esq., Beloin & Brown, L.L.C., 2550 Heritage Court, Suite 200, Atlanta, GA 30339.

REBECCA KEATON
Clerk of Superior Court
Cobb County
12:20,27-2019; 1:3,10-2020

MDJ-4294
GPN-6
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: Mad Company and that the nature of said business is: General contracting property preservation and residential home repair and that said business is composed of the following: Metro Atlanta Development Co. 3721 New Macland Rd. Ste. 200 Powder Springs, GA 30127.

This 13th day of December, 2019.
Rebecca Keaton
Clerk of Superior Court
Cobb County
12:27-2019; 1:3-2020

MDJ-4295
GPN-6
BUSINESS TO BE CONDUCTED
UNDER A TRADE NAME

MDJ-4552
GPN-05

ADVERTISEMENT FOR BIDDERS CITY OF KENNESAW

Sealed bids will be received by the City of Kennesaw, Georgia, hereinafter referred to as the Owner, at the office of the City Clerk located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 until Thursday, February 6, 2020, 3:00 p.m. local time for the furnishing of all materials, labor, tools, skills, equipment and incidentals necessary for the construction of the Smith Gilbert Gardens Visitor Center - Phase I and Depot Park - Phase 6 & 7, at which time the bids will be publicly opened and read aloud in the City Hall Training Room at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144. Bids received after the designated time will not be considered.

The principal items of construction are as follows:

- 1.Grading
- 2.Installation of three concrete retaining walls (730± LF Total)
- 3.Installation of three pedestrian bridges (215± LF Total)
- 4.Installation of electrical fixtures and lighting
- 5.Installation of curb, sidewalk, concrete driveway, and drainage structures
- 6.Landscaping

Bidding Documents shall be obtained at no cost from the City Clerks Office upon request via email to bidding@kennesaw-ga.gov. Only a bid submitted by a Contractor on record with the City Clerks Office as having received plans and specifications from the Issuing Office will be opened. Plans, specifications and Contract Documents are open to public inspection at both the main office of Croy Engineering located at 200 N. Cobb Pkwy., Bldg. 400, Suite 413, Marietta, Georgia, 30062, and the City of Kennesaw, Department of Public Works located at 3080 Moon Station Rd, Kennesaw, GA 30144. Contract time for final completion shall not exceed 180 consecutive calendar days.

Payment will be made to the Contractor each calendar month based on the 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 City of Kennesaw has certified that the work has been satisfactorily completed and accepted.

Each bid must be accompanied by a cashier's check or certified check on a duly organized bank made payable to City of Kennesaw or a bidding bond executed by the bidder, and a surety company authorized to transact business in the State of Georgia, in the sum of not less than five percent (5%) of the total amount of the bid.

All bids must be made out on the bid form furnished with the Contract Documents, in accordance with the instructions in the information for bidders. No interlineations, additions or deletions shall be made in the bid form by the Bidder.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of 90 days.

The Contractor will be permitted to sublet a portion of the Contract, but shall perform, with his/her own organization, work amounting to not less than thirty percent (30%) of the total Contract cost, including materials, equipment, and labor.

The Owner reserves the right to reject any or all Bids, to waive formalities, re-advertise, and to reduce or add to the contract from time to time.

A mandatory pre-bid conference will be held at the Public Works Complex, 3080 Moon Station Road, Kennesaw, Georgia 30144 on Tuesday, January 21, 2020 at 10:00 a.m. Local Time.

City of Kennesaw, Georgia
2529 J.O. Stephenson Avenue
Kennesaw, Georgia, 30144
1:3,17-2020

8025 Debtors and Creditors

dress, 3409 Mustang Lane, Springdale, GA 30127. You are hereby notified that the above-styled action seeking COMPLAINT FOR GRANDPARENT CUSTODY was filed in the Superior Court of Cobb County on September 11, 2019, and that by reason of an Order for Service of Summons by Publication entered by the Court on December 26, 2019, you are hereby commanded and required to file with the Clerk of said Court and serve upon Gina Smalley, Esq., Petitioner's attorney, whose address is 1337 Canton Road, Suite C Marietta, Georgia 30066, an Answer to the Complaint within 60 days of January 31st 2020.

A copy of the Complaint for Grandparent Custody can be obtained from the Clerk of the Superior Court of Cobb County located at 70 Haynes Street, Marietta, GA 30090.

WITNESS, the Honorable Judge of said Court.

This 6th day of January, 2020.

REBECCA KEATON

CLERK,

COBB COUNTY SUPERIOR COURT

BY: /s/ Gina Smalley

Gina Smalley

Georgia Bar No. 346130

Attorney for Petitioner

1337 Canton Road, Suite C

Marietta, Georgia 30066

770-794-4460

1:10,17,24,31-2020

MDJ-4702

GN-14

IN THE SUPERIOR COURT OF

COBB COUNTY

STATE OF GEORGIA

GWENNA MATTIS,

Plaintiff,

v.

DALE WASHINGTON

AND

FREDDIE CALDWELL,

Defendants.

CIVIL ACTION FILE NO.

19-1-6710-49

NOTICE OF PUBLICATION

FREDDIE CALDWELL last known address, Unknown: You are hereby notified that the above-styled action seeking COMPLAINT FOR GRANDPARENT CUSTODY was filed in the Superior Court of Cobb County on September 11, 2019, and that by reason of an Order for Service of Summons by Publication entered by the Court on December 26, 2019, you are hereby commanded and required to file with the Clerk of said Court and serve upon Gina Smalley, Esq., Petitioner's attorney, whose address is 1337 Canton Road, Suite C Marietta, Georgia 30066, an Answer to the Complaint within 60 days of January 31st 2020.

A copy of the Complaint for Grandparent Custody can be obtained from the Clerk of the Superior Court of Cobb County located at 70 Haynes Street, Marietta, GA 30090.

WITNESS, the Honorable Judge of said Court.

This 6th day of January, 2020.

REBECCA KEATON

CLERK,

COBB COUNTY SUPERIOR COURT

BY: /s/ Gina Smalley

Gina Smalley

Georgia Bar No. 346130

Attorney for Petitioner

1337 Canton Road, Suite C

Marietta, Georgia 30066

770-794-4460

1:10,17,24,31-2020

MDJ-4703

GN-14

IN THE SUPERIOR COURT OF

COBB COUNTY

STATE OF GEORGIA

WILBERT SOCO,

Petitioner,

v.

BETTY BOURGESS

Jonathan M. Floriz
Luis Jaime Rodriguez Reynoso
Amy Lee Sandbothe
Cesar Cesar Arantes Silva
Jerome Duane Smith, Jr.
James Allen Sparks
Kelly Brigid Warner
Danny Greg Williamson
Grand Jury Presentments
We, the Grand Jury, selected and sworn for the November/December 2019 Term respectfully make the following presentments:

This Grand Jury has acted on 246 indictments, returning 246 True Bills and 0 No Bills during the term.

Findings from the inspections of:

Cobb 911 Call Center

On Friday, November 22, 2019, members of the November/December 2019 Term of Grand Jury toured the Cobb County 911 Emergency Communications Center.

1. We were greeted by Kathy Strickland, Cobb County 911 accreditation manager.

a. She explains this call center facility 911 calls from all over Cobb County.

b. Handles about 2000 calls a day

c. There are at least 12 positions there

24/7

d. Summer is the busiest time of year, and Super Bowl Sunday tends to be the lightest day.

e. Shifts are 12 hours from 6am-6pm, and 6pm-6am

2. Calls are directed to call center depending on which cell phone tower is pinged or which address is an file for the land line.

a. Sometimes getting an exact location can be challenging; operators are trained to use landmarks like "the big chicken"

b. Cell phone will give one a longitude and latitude but does not give address.

c. New technology called Rapid SOS can give 911 operators your exact locations

3. The call center environment is a quiet, dark, clean workspace, with individual workstations made up of adjustable desks, 4 monitors, a foot pedal telephone hook, and headset.

a. Kathy explains they need more workspace to expand.

4. Qualifications: 18 years old +, high school diploma, non-felon. From there candidates are put through a psych evaluation, aptitude test, polygraph and background check. If the person is hired, they begin a training process from 8-18 months consisting of a 6-week academy and on the job training.

a. They currently have about 30 openings

b. Pay starts at \$16.97 /hr.

5. Challenging communication call management

a. AT&T language line for non-English speaking callers

b. Telephone device for the deaf

c. 911 to 911

d. "Call hands on": training for hearing impaired

e. Call all miscalls back

f. Staff interview

a. Requests for better mapping system. The mapping system cuts off at the county line, is dated. Google maps tends to be faster and more up to date.

b. Lighting is being upgraded in future.

7. In case of natural disaster/fire

a. Generators will support station for days

b. Halon fire system is in place

There are no recommendations at this time.

Cobb County Adult Detention Center

On Friday, November 22, 2019 members of the November/December 2019 Term of the Grand Jury, toured the Cobb County Adult Detention Center located on County Services Parkway.

1. Facility is for people serving a sentence from a misdemeanor or are being held pending court hearing, trial or

males. On the date of the tour, the facility contained 18 inmates. One female inmate was awaiting transport to the Cobb County Detention Facility as she was diabetic, and the Acworth Jail is not capable of handling inmates with certain health problems. The detention center provides housing for people ordered on misdemeanors in Acworth and Kennesaw, as the Kennesaw Jail has been closed. Marietta Police sometimes bring those arrested to the Acworth Jail, and inmates are sometimes housed for Paulding County for a fee. The staff works 4 twelve-hour shifts. There are three officers per shift. Currently the jail is down two officers and Lieutenant King is trying to hire people to fill these positions.

Detention Center:

The detention center has a booking area with two cells. This area contains recording devices. A phone is provided for those arrested. All the initial paperwork, finger printing, intoximeter readings, searches, and so on are handled in this area. There is a bond room, a court holding room, and an interview room. All areas of the jail except for individual cells are monitored by an officer in the control room. The jail has a visitation area and a property room. There is a laundry room for inmates. There is an open recreation area and a covered recreation area outside. The inmates are allowed outside in this area for 30 minutes a day. Jackets are provided for the inmates, but if it is less than 40 degrees or if there is inclement weather, the inmates do not go outside. There is a day room that the inmates can use on days they do not go outside. The day room contains tables and chairs, a television, and some games and books.

There is a kitchen, and the inmates are provided with about 2100 calorie diet per day. Menus are posted, and the meals seemed to be well balanced. At the most recent Health Department inspection, the facility received a score of 94. Inmates prepare meals for the jail. It is a privilege to be part of the work force that cooks and does laundry. Inmates may receive credit in the form of extra time served as compensation for their work. There is a generator outside to provide power to the entire building in case of a power failure. There is also an employee break room for the officers on duty.

Cell Areas:

There are two cells for the female population and each cell can hold up to four inmates. The rest of the cells are for male inmates. In general, each cell has four beds and a long desk with stools. The beds, desk, and stools appear to be securely maintained to the floor or walls. There is a separate area containing a commode and a sink. The cells do not have shower facilities, but we were told the inmates are provided the opportunity to shower in a separate shower room every day. Each cell has a television set with a protective cover and a remote. Comcast provides cable service including 50 channels to the detention center as a public service. There is also a phone and an intercom in each cell. The cells are private, and the inmates are not under surveillance or recorded while in the cells. The hallways, however, have open microphones which allow the officers to hear if there are any disturbances or situations that need to be addressed. A jailer makes rounds every half hour and they are required to log in their position in the jail for security. In addition, there is a transport cell for inmates who will be moved as well as a smaller discipline cell which does not have a phone or television.

Recommendations:

The grand jury group have decided the only recommendation at this time is for a newer and bigger facility, but this is already in the works for winter 2020.

Child Abuse Protocol

On Friday, December 6, 2019, members of the November/December 2019 Term of the Grand Jury met with Katie Gropper regarding the Child Abuse Protocol. Mrs. Gropper is the Senior Assistant District Attorney with the Special Victim Unit. Each member of the Grand Jury committee was given a copy of the Cobb County Child Abuse Protocol Annual Report, dated September 2019.

Each county has its own child abuse victim protocol.

The protocol is created so that there are consistent procedures to follow. The protocol also limits interviews with victims to ONE interview so that

on-site. Introductory flight lessons are offered by businesses at the airport for about \$150. There are no recommendations at this time.

Medical Examiner

On Friday, December 6, 2019, members of the November/December 2019 Term of the Grand Jury toured the Medical Examiner's Office.

The operations manager, Michael Gerhard, is very informative and direct with the power point presentation and in answering all the questions our grand jury group had to ask. Mr. Gerhard was a forensic technician before he became chief of operations and has worked collectively 23 years for the ME's office.

There is a new facility being built currently off County Services Road and will be ready for move by winter of 2020. The original building was built in 1979 just 3 years after Cobb County officially became a Medical Examiner county rather than coroner run county.

There are 159 counties in Georgia, only 4 have medical examiner offices (Cobb, Gwinnett, Dekalb, and Fulton). All other counties have a coroner. Medical examiners require at least 13 years of schooling. In addition to that, one must be a certified medical doctor, pathologist, and appointed by the board of commissioners. No requirements are needed to be a coroner other than an election held by the county for one to take that position.

The Cobb County Medical Examiner's office consists of three actively practicing Medical Examiners (Dr. Gullledge, Dr. Boggs, and Dr. Phillip). It also consists of forensic investigators and forensic technicians.

Every state has a different policy on how it chooses to examine deaths.

The medical examiner's job is to perform an external and internal exam on the body. In some cases, a simple external exam is all that is needed to determine manner and cause of death. These examinations can take a few hours to multiple days to complete.

There are 5 total manners of death: natural, accident, suicide, homicide and undetermined. The medical examiner can decide this. The leading cause of death in the U.S. is heart disease followed by cancer and unintentional injuries (accidents).

The medical examiner's office consists of a main office, two examining rooms, a decomposition room and two cold rooms for the bodies that are currently undergoing an autopsy and another room for the bodies who have completed autopsy and are supposed to be picked up by a family member or the funeral home.

Recommendations:

The grand jury group have decided the only recommendation at this time is for a newer and bigger facility, but this is already in the works for winter 2020.

Child Abuse Protocol

On Friday, December 6, 2019, members of the November/December 2019 Term of the Grand Jury met with Katie Gropper regarding the Child Abuse Protocol. Mrs. Gropper is the Senior Assistant District Attorney with the Special Victim Unit. Each member of the Grand Jury committee was given a copy of the Cobb County Child Abuse Protocol Annual Report, dated September 2019.

Each county has its own child abuse victim protocol.

The protocol is created so that there are consistent procedures to follow. The protocol also limits interviews with victims to ONE interview so that

Terminus 200, Suite 1200

Atlanta, GA 30305

Phone: 404-870-4600

Fax: 404-872-5547

Attorneys for Plaintiff

1:17,24,31;2:7-2020

MDJ-4837

GN-14

IN THE SUPERIOR COURT OF

COBB COUNTY

STATE OF GEORGIA

RUDI EHCAN AND R&D

PROPERTY GROUP, LLC,

Petitioner,

and,

AC JOHNSON AND TRI/SEPTEM

DEVELOPERS, INC.,

Respondent.

CIVIL ACTION FILE NO.

19104889-40

NOTICE OF PUBLICATION

To: AC Johnson

2111 Sugar Creek Drive SE

Atlanta, Georgia 30316

By Order for Service by Publication,

dated the 4th day of November, 2019,

you are hereby notified that on the 3rd day of July, 2019, RUDI EHCAN and R&D PROPERTY GROUP, LLC, filed suit against you for damages. You are required to file with the Clerk of Superior Court of COBB County, and to serve upon the Petitioner's attorney, Christine Stadler, Stadler Law Group LLC, 8100 A Roswell Road, Ste. 200, Atlanta, Georgia 30350, an answer in writing within sixty (60) days of February 7th, 2020.

Witness, the Honorable Robert E. Flournoy, of Cobb County Superior Court.

This 14th day of January, 2020.

REBECCA KEATON

Clerk of Cobb County

Superior Court

Submitted by:

Christine M. Stadler

Attorney for Petitioner

Georgia Bar No. 673978

STADLER LAW GROUP, LLC

8100 A Roswell Road, Suite 200

Atlanta, Georgia 30350

Christine@stadlerlawgroup.com

1:17,24,31;2:7-2020

8020 Service/Construction Bids

MDJ-4407

GN-05

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the

CITY OF MARIETTA/BOARD OF

LIGHTS AND WATER OF THE PUR-

CHASING DEPARTMENT, 1ST

FLOOR, CITY HALL, MARIETTA,

GEORGIA 30060 until:

Tuesday, January 28, 2020, 10:00 A.M.,

Local Time

for the furnishing of all materials, labor, tools, skills, equipment and incidentals necessary for the construction of:

CITY OF MARIETTA/BOARD OF

LIGHTS AND WATER

FAIRGROUND STREET AREA

ROSWELL STREET

TO FRASIER STREET

WATER AND SANITARY

SEWER RELOCATION

at which time and place the bids will be publicly opened and read aloud. Bids received after the designated time will not be considered. The Owner of the project is the City of Marietta / Board of Lights and Water. The Engineer of Record for the project is Atkins North America.

The principal items of construction are the following:

1. 100 LF - 16" DIP Water Main and Appurtenances

300 LF - 8" DIP Water Main and Ap-

MDJ-4552 GPN-05 ADVERTISEMENT FOR BIDDERS CITY OF KENNESAW

Sealed bids will be received by the City of Kennesaw, Georgia, hereinafter referred to as the Owner, at the office of the City Clerk located at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144 until Thursday, February 6, 2020, 3:00 p.m. local time for the furnishing of all materials, labor, tools, skills, equipment and incidentals necessary for the construction of the Smith Gilbert Gardens Visitor Center - Phase I and Depot Park - Phase 6 & 7, at which time the bids will be publicly opened and read aloud in the City Hall Training Room at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia, 30144. Bids received after the designated time will not be considered. The principal items of construction are as follows:

1. Grading

2. Installation of three concrete retaining walls (730± LF Total)

3. Installation of three pedestrian bridges (215± LF Total)

4. Installation of electrical fixtures and lighting

5. Installation of curb, sidewalk, concrete driveway, and drainage structures

6. Landscaping

Bidding Documents shall be obtained at no cost from the City Clerks Office upon request via email to laddington@kennesaw-ga.gov. Only a bid submitted by a Contractor on record with the City Clerks Office as having received plans and specifications from the Issuing Office will be opened.

Plans, specifications and Contract Documents are open to public inspection at both the main office of Gray Engineering located at 200 N. Cobb Pkwy., Bldg. 400, Suite 413, Marietta, Georgia, 30062, and the City of Kennesaw, Department of Public Works located at 3080 Moon Station Rd, Kennesaw, GA 30144. Contract time for final completion shall not exceed 180 consecutive calendar days.

Payment will be made to the Contractor each calendar month based on the 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 City of Kennesaw has certified that the work has been satisfactorily completed and accepted.

Each bid must be accompanied by a cashier's check or certified check on a duly organized bank made payable to City of Kennesaw or a bidding bond executed by the bidder, and a surety company authorized to transact business in the State of Georgia, in the sum of not less than five percent (5%) of the total amount of the bid.

All bids must be made out on the bid form furnished with the Contract Documents, in accordance with the instructions in the information for bidders. No interlineations, additions or deletions shall be made in the bid form by the Bidder.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of 90 days.

The Contractor will be permitted to submit a portion of the Contract, but shall perform, with his/her own organization, work amounting to not less than thirty percent (30%) of the total Contract cost, including materials, equipment, and labor.

The Owner reserves the right to reject any or all Bids, to waive formalities, re-advertise, and to reduce or add to



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

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



**Regular Meeting Agenda
3/2/2020 6:30 PM
Council Chambers**

Title of Item:	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.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Board Liaisons	1/7/2020	Backup Material
911 Advisory Board	1/7/2020	Backup Material
Art & Culture	1/7/2020	Backup Material
Cemetery Preservation	1/10/2020	Backup Material
City Sports Association	1/7/2020	Backup Material
Construction Board of Appeals	1/7/2020	Backup Material
Depot Park Amphitheatre	1/7/2020	Backup Material
Ethics Committee	1/7/2020	Backup Material
Historic Preservation Commission	1/23/2020	Backup Material
KCAC/KKB	1/28/2020	Backup Material
Kennesaw Development Authority	1/7/2020	Backup Material
Kennesaw Downtown Development Authority	1/7/2020	Backup Material
License Review Board	1/28/2020	Backup Material
Planning Commission	2/21/2020	Backup Material

Public Art Commission	1/7/2020	Backup Material
Recreation Center Development	1/7/2020	Backup Material
Urban Redevelopment Agency	1/7/2020	Backup Material

2020 Mayor's Appointments

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

COURTS (term indefinite):

H. LUKE MAYES, Chief Judge/Probably Cause Judge

CHARLES CHESBRO, Associate Judge

RICHARD BLEVINS, Associate Judge

BENTLEY, BENTLEY & BENTLEY, Law Firm and Solicitor

MAULDIN & JENKINS, LLC, Auditor

CROY ENGINEERING, City Engineer

JEFF DROBNEY, City Manager

DEBRA TAYLOR, City Clerk

2020 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
Brent North Acworth Alderman	770-974-3112 (City Hall) bnorth@acworth.org
Linda Davis Kennesaw 911 Director	404-664-3665 (c) ldavis@kennesaw-ga.gov
Randy Crider Cobb County Fire	770-528-8000 (w) randal.crider@cobbcounty.org
Metro Ambulance	Devan Seabaugh 770-693-8402 (w) Devan.Seabaugh@MAAS911.com

2020 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	2985 Downing Ln, NW Kennesaw 30144 backuskaren@gmail.com 404-229-7592	2021 [2 yr term]
Clemens Bak	13 Boones Ridge Parkway Acworth 30102 crbakdesign@yahoo.com 770-676-4156	2022 [3 yr term]
Daniel Barnard	3365 Fawn Trail Marietta, GA 30066 Danielbarnard68@att.net (c) 678-551-3823	2022 [3 yr term]
Valerie Dibble	3000 N. Main Street Kennesaw 30144 vdibble@kennesaw.edu 404-702 2960 (cell)	2021 [2 yr term]
Madelyn Orochena	2981 N. Main Street Kennesaw 30144 madelynorochena90@gmail.com 770-851-7099	2022 [3 yr term]
Carol Sills	1514 Barksdale Court NW Kennesaw 30152 csills2859@att.net 678-290-9199	2022 [3 yr term]
<i>Vacant</i>		2021 [2 yr term]
Staff Liaison: Darryl Simmons	(770) 424-8274 ext 3121 dsimmons@kennesaw-ga.gov	---
Council Liaison: James Eaton	jeaton@kennesaw-ga.gov 404-496-2565	---
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

2020 CEMETERY PRESERVATION COMMISSION

Cemetery Preservation Commission Members – 7 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
Joe Bozeman, Jr.	Jboz807349@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 ajbramlett@outlook.com	
Lewis P. Bramlett	2990 Summerfield Court Kennesaw 30152 lpbramlett@hotmail.com (c) 770-235-5888 (h) 770-794-1622	Dec. 2020
Linda Davis	ldavis@kennesaw-ga.gov 779-4248274 ext 3051	Dec. 2020
Mary Helyn Hagin	mhhagin@gmail.com (h) 770-427-5563 (c) 404-316-2154 1459 Ridgeway Drive Acworth, GA 30102	Dec. 2020
Loriann White	5355 Orchard Place Douglasville, GA 30135-2525 (404) 406-0617 loriannwhite83@gmail.com	Dec. 2021
<i>Vacant</i>		Dec. 2017
<i>Vacant</i>		Dec 2021
Council Liaison: David Blinkhorn, Primary	(c) 404 599-6185 dblinkhorn@kennesaw-ga.gov	---
Council Alternate: Pat Ferris	(c) 404 599-5761 pferris@kennesaw-ga.gov	

Staff Liaison: Jeff Drobney City Manager	jdrobney@kennesaw-ga.gov	---
Staff Liaison: Lea Addington, Deputy 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	

2020
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 770 422-9714 ext 3210
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	presidentofkba@gmail.com cell: 678 749-8018 home:
Kenny Phillips (President, Kennesaw Youth Football Association)	phillipskenn@gmail.com Cell: 404 396-9181
Bill McNair P&R Assistant Director	bmcnair@kennesaw-ga.gov 770 422-9714 ext 3013
Chris Henderson, Council Liaison	chenderson@kennesaw-ga.gov 404 599-6189
Tracey Viars, Alternate Council Liaison	chenderson@kennesaw-ga.gov 404-599-6189
Trici Styles, P&R, Program Coordinator/Committee Secretary	tstyles@kennesaw-ga.gov 770 422-9714 ext 3211

2020 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
Keith McCowen		
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
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
Jason Willis		Dec. 2022
Scott Banks, Building Official	City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw 30144 sbanks@kennesaw-ga.gov 404-964-3298	---

2020 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

2020 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	3150 Kirkwood Drive, Kennesaw 30144 bkboughner@bellsouth.net 678 595-5759	Dec. 2021
Ron Davis	2619 Winterthur Main NW Kennesaw, GA 30144 Rodavis57@gmail.com 404 909-9157	Dec. 2020
Chelsey Kinsinger, Chair	3153 Kirkwood Drive NW Kennesaw, GA chelsey.kinsinger@gmail.com 404 543-4970	Dec. 2021
Shannon Ortiz	2803 Fullers Alley Kennesaw, GA 30144 s.ortiz7078@gmail.com 678 576-7898	Dec. 2020
Karen Whipple, Secretary	3748 Park Trace, Kennesaw Ga 30144 kwhipple@bellsouth.net 404 538-8085	Dec. 2021

2020 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	3846 Maybreeze Road Kennesaw 30144 marykb@gmail.com (c) 770-401-2121	Dec 2020
Rachel Butler Secretary	4192 Gramercy Main Kennesaw 30144 rachelzmadrid@gmail.com 770-842-9902	Dec 2021
Mike Ferguson Treasurer	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. 2021
Robert Sterling	3843 Nowlin Road Kennesaw 30144 bsterling@dot.ga.gov (c) 770-885-5669	Dec 2020
Kevin Whipple Vice Chair	1261 Wynford Colony NW Marietta 30064 whipple.kevin@gmail.com (c) 404-309-4988	Dec. 2021
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	---

**2020 KENNESAW CITIZENS ADVISORY COMMITTEE &
KEEP KENNESAW BEAUTIFUL SUBCOMMITTEE**

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.
Merged with Keep Kennesaw Beautiful January 2020.

MEMBERS	PHONE, EMAIL, ADDRESS	TERM EXPIRES
Aaron Budsock (+ KKB)	3214 Shirley Drive NW Kennesaw 30144 aaron.m.budsock@gmail.com (c) 404-987-3783	Dec. 31, 2020
Annette Clark (+ KKB)	2931 Stilesboro Ridge Court Kennesaw 30152 annetteclark4116@att.net (c) 770-597-4116	Dec. 31, 2020
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, 2021
Antonio Jones	1870 Grant Court NW Kennesaw 30144 Antoniojones89@gmail.com 267-625-3379 (c)	Dec. 31, 2021
Bill Maxson	2500 S. Main Street Kennesaw, GA 30144 (c) 404-823-3177 (w) 770-423-1969 wamaxson@aol.com	Dec. 31, 2021
Doug McMichen (+ KKB)	2652 Allyn Way NW Kennesaw 30152 Springcleanpowerwashing@gmail.com 706-587-3993	Dec. 31, 2020
Dave Peeples	4010 Palisades Main Kennesaw 30144 pdpeeples@gmail.com (c) 706 537 7005	Dec. 31, 2021
Kathy Rechsteiner	3291 McGarity Lane Kennesaw 770-330-3297 (c) chlorinemom@yahoo.com	Dec. 31, 2020
David Shock	2010 Jebbs Ct. NW Kennesaw 30144 Davidshock30144@outlook.com 770-425-0590	Dec. 31, 2020
Trent Trees (+ KKB)	3423 Owens Pass Kennesaw, GA 30152 (h & w) 770-917-8699 trenttrees@aol.com	Dec. 31, 2020

Candice Wharton	1957 Barrett Knoll Circle Kennesaw 30152 candicewharton@gmail.com (c) 770-596-2594	Dec. 31, 2020
Grey Won, Public Works Staff Liaison	(c) 470-651-8610 gwon@kennesaw-ga.gov	
Marty Hughes, Assistant City Manager Staff Liaison	770-424-8274 ext. 3017 mhughes@kennesaw-ga.gov	

2020 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. 2023
Lisa Neff	3843 Princeton Oaks Kennesaw 30144 Lneff@kennesaw-ga.gov (c) 678-491-9179	Dec. 2023
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
Kevin Tidwell		Dec. 2023
Miranda Jones Taylor (Staff)	(w) 770-424-8274 ext 3147 mjones@kennesaw-ga.gov	
Council Liaison: David Blinkhorn	(c) 404-599-6185 dblinkhorn@kennesaw-ga.gov	
Staff Liaison: Bob Fox	(w) 770-424-8274 rfox@kennesaw-ga.gov	---

2020 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
		Dec. 2021
Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 (w) 404 216-7299 (c) 404-219-1801 ghasty@kennesaw-ga.gov	Dec. 2023
		Dec 2023
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. 2023
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 tvians@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	

2020 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 Nimesh Patel, Chair	3951 Bellingrath Main NW Kennesaw, GA 30144 nimeshrpatel@hotmail.com (404) 597-1063	Dec. 2021
Post 2 Trey Sinclair	1500 Lockhart Drive Kennesaw 30144 trey@drycountybrewco.com (678) 910-0113	Dec. 2021
Post 3 Jim Watts	3984 Palisades Main Kennesaw 30144 jim.watts@shawinc.com (770) 655-9794	Dec. 2020

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)

2020 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 dbergwall@kennesaw-ga.gov (c) 937-243-2673	Dec. 2020
SaVaughn Irons	2167 Del Lago Cir NW Kennesaw 30152 sirons@kennesaw-ga.gov (c) 678-558-0089	Dec. 2022
Dan Harrison, III	1487 Shoup Court NW Kennesaw 30152 (h + cell) 954-560-6924 dharrison@kennesaw-ga.gov	Dec. 2022
Phillip Jackson	4260 Revere Walk Kennesaw pjackson@kennesaw-ga.gov (c) 404-219-3578	Dec. 2022
Cindi Michael Vice Chair	2998 North Main Street Kennesaw 30144 (c) 770-422-0463 cmichael@kennesaw-ga.gov	Dec. 2020
Vacancy		Dec. 2022
Doug Rhodes Chair	5670 Deerfield Place Kennesaw, GA 30144 (w) 770-684-0102 (cell) 770-362-5181 drhodes@kennesaw-ga.gov	Dec. 2020
Council Liaison: Chris Henderson	404-599-6189 chenderson@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	

2020 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: Karen Backus	2705 Windsor Ct NW Kennesaw 30144 backuskaren@gmail.com 404-229-7529	Dec 2021
Art & Culture: Madelyn Orochena	2981 N. Main Street Kennesaw 30144 madelynorochena90@gmail.com 404-229-7529	Dec 2021
KDDA: Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 ghasty@kennesaw-ga.gov (w) 404 216-7299 (c) 404-219-1801	Dec 2021
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

2020 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
Robbie Ballinger	Building Facilities Manager, Kennesaw rballinger@kennesaw-ga.gov
Halli Watson	

2020 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

2019: City Giles left URA

09/16/19 Sharon Pell appointed to fulfill vacancy with term ending 2022