

Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk
Lea Addington



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

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

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. CALL TO ORDER

IV. ANNOUNCEMENTS

- A. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.

V. PRESENTATIONS

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. COMMITTEE AND BOARD REPORTS

X. PUBLIC HEARING(S)

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

- A. **FINAL PUBLIC HEARING:** Approval of an ORDINANCE to repeal Metricom Franchise Agreement, Appendix E of the City of Kennesaw Code of Ordinances. On June 20, 2000, the Mayor and City Council adopted Ordinance #2000-12 wherein the City entered into an agreement with Metricom Inc. to grant a franchise to construct, operate and maintain wireless communication systems within the City of Kennesaw right of way. Upon information and belief, Metricom and its successor are no longer in business, the City is not receiving franchise fees from Metricom or any of its successors, and there are no wireless communication system facilities owned by Metricom or its successors in the City right of way. The Metricom Franchise expired by its own terms on June 20, 2016 and the City sent notice to Metricom of its expiration on February 12, 2020. The public hearings were duly advertised in the Marietta Daily Journal March 6, 2020 and

March 13, 2020 editions. The first public hearing was held March 16, 2020 at the Mayor and Council regular meeting. The City Clerk and legal recommends approval.

- B. FINAL PUBLIC HEARING: Approval of an ORDINANCE to repeal MediaOne Franchise Agreement, Appendix F of the City of Kennesaw Code of Ordinances.

On November 19, 2001 the Mayor and City Council of the City of Kennesaw adopted Ordinance 2001-33 wherein the City entered into an agreement with Mediaone of Colorado, Inc. (hereinafter "Mediaone") to grant a franchise to construct, operate, upgrade and maintain a cable system along the public right of way within the franchise area, for the purpose of providing cable services (hereinafter the Mediaone Franchise). The Mediaone franchise expired by its own terms on November 19, 2011. While the City may be receiving franchise fees from Comcast pursuant to its state issued franchise agreement in the City, the City is not receiving franchise fees from Mediaone or any of its successors pursuant to the Mediaone franchise. The public hearings were duly advertised in the Marietta Daily Journal March 6, 2020 and March 13, 2020 editions. The first public hearing was held March 16, 2020 at the Mayor and Council regular meeting. The City Clerk and legal recommends approval.

XI. CONSENT AGENDA

- A. Approval of the March 16, 2020 Mayor and City Council meeting minutes.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

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

- A. Approval of a RESOLUTION to authorize a Community Development Block Grant (CDBG) Cooperation Agreement between Cobb County and City of Kennesaw for Program Years January 1, 2021 – December 31, 2023.
Every three years, Cobb County is required to re-qualify as an Urban County

along with its municipalities. This agreement allows for the City of Kennesaw to participate in the Cobb Urban County CDBG Program. By participating in the County program, the City does not compete in the statewide funding program. The Public Works Director recommends approval and the Mayor to sign the attached Agreement and Resolution.

XVI. RECREATION AND CULTURE

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

XVII. COMMUNITY DEVELOPMENT

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

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

XIX. CITY MANAGER'S REPORT (Jeff Drobney)

A. City Manager reports, discussions and updates.

XX. MAYOR'S REPORT

A. 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
4/6/2020 6:30 PM
Council Chambers**

Title of Item:	If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud or grouped into categories for the record.
Agenda Comments:	
Funding Line(s)	



**Regular Meeting Agenda
4/6/2020 6:30 PM
Council Chambers**

Title of Item:	FINAL PUBLIC HEARING: Approval of an ORDINANCE to repeal Metricom Franchise Agreement, Appendix E of the City of Kennesaw Code of Ordinances.
Agenda Comments:	On June 20, 2000, the Mayor and City Council adopted Ordinance #2000-12 wherein the City entered into an agreement with Metricom Inc. to grant a franchise to construct, operate and maintain wireless communication systems within the City of Kennesaw right of way. Upon information and belief, Metricom and its successor are no longer in business, the City is not receiving franchise fees from Metricom or any of its successors, and there are no wireless communication system facilities owned by Metricom or its successors in the City right of way. The Metricom Franchise expired by its own terms on June 20, 2016 and the City sent notice to Metricom of its expiration on February 12, 2020. The public hearings were duly advertised in the Marietta Daily Journal March 6, 2020 and March 13, 2020 editions. The first public hearing was held March 16, 2020 at the Mayor and Council regular meeting. The City Clerk and legal recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	2/28/2020	Ordinance
Exhibit A	2/28/2020	Exhibit
Exhibit B	2/28/2020	Exhibit
03-13-20 Legal Ad	3/13/2020	Legal Ad

CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2020-____, 2020

**AN ORDINANCE TO REPEAL
THE METRICOM, INC. FRANCHISE AGREEMENT,
APPENDIX E OF THE MUNICIPAL CODE OF ORDINANCES**

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

WHEREAS, on June 20, 2000, the Mayor and City Council of the City of Kennesaw adopted Ordinance 2000-12 wherein the City entered into an agreement with Metricom, Inc. (hereinafter “Metricom”) to grant a franchise to construct, operate and maintain wireless communication systems within the City of Kennesaw right of way (hereinafter the “Metricom Franchise”), a copy of which is attached hereto and incorporated herein by express reference as **Exhibit “A”**;

WHEREAS, upon information and belief, Metricom filed for Chapter 11 bankruptcy shortly after the Metricom Franchise was granted by the City; and

WHEREAS, upon information and belief, following bankruptcy, Metricom sold all of its assets to Civitas Wireless Solutions, LLC; and

WHEREAS, upon information and belief, Civitas Wireless Solutions, LLC liquidated all of its assets in 2009 and is no longer in business; and

WHEREAS, the City is not receiving franchise fees from Metricom or any of its successors; and

WHEREAS, upon information and belief, there are no wireless communication system facilities owned by Metricom or its successors in the City right of way; and

WHEREAS, the Metricom Franchise expired by its own terms on June 20, 2016; and

WHEREAS, on February 12, 2020, the City sent notice to Metricom to notify it that the Metricom Franchise had expired; and

WHEREAS, said notice was sent via Federal Express (signature required tracking number 8115 9769 1647) to Metricom to the department and address provided for in the Metricom Franchise, the same being: Network Real Estate, 980 University Avenue, Los Gatos, CA 95032 and same was returned as being undeliverable. A full and complete copy of said notice is attached hereto and incorporated herein by express reference as **Exhibit “B”**; and

WHEREAS, the City would like to repeal the Metricom Franchise.

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

SECTION 1.

Appendix E of the City Code (Ordinance #2000-12, Sections I through XXIV of the Metricom, Inc. Franchise Agreement) and any amendments thereto are hereby repealed.

SECTION 2.

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.

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

CITY OF KENNESAW

By: _____
Derek Easterling, Mayor

ATTEST:

Lea Addington, City Clerk

(SEAL)

APPENDIX E - METRICOM FRANCHISE^[1]

ORDINANCE # 2000-12

AN ORDINANCE ESTABLISHING THE CONDITIONS FOR AWARDING A FOUR-YEAR NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN A WIRELESS COMMUNICATIONS SYSTEM WITHIN THE CITY OF KENNESAW; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF SAID FRANCHISE; PROVIDING THE CITY REGULATIONS AND USE OF THE WIRELESS COMMUNICATIONS SYSTEM; PRESCRIBING PENALTIES FOR VIOLATIONS OF THE PROVISIONS THEREFOR.

BE IT ORDAINED BY THE CITY AND COUNCIL OF THE CITY OF KENNESAW:

Footnotes:

--- (1) ---

Editor's note— Printed herein is the ordinance granting a franchise to Metricom, Inc., as adopted by the mayor and council on June 20, 2000. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings have been made uniform, catchlines have been added to facilitate usage and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

Section 1. - Definitions.

For the purposes of this Ordinance, the following terms, phrases, words, abbreviations and their derivations shall have the same meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

Affiliate means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with another person.

Applicant shall mean any person submitting an application to the City of Kennesaw for a franchise to operate a fiber-optics telecommunication system and/or wireless communications system under the terms and conditions set forth by the city council.

Cable Act shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. Sec. 532, et seq., as now and hereafter amended.

Cable operator means a telecommunications carrier providing or offering to provide "cable service" within the city as that term is defined in the Cable Act.

Cable service, for the purpose of this ordinance, shall have the same meaning provided by the Cable Act.

Certificate of compliance shall mean that approval required by the FCC in order for a Grantee of [a] fiber-optics telecommunication franchise to begin operation within the city.

Channel shall mean a band of frequencies, six megahertz wide in the electromagnetic spectrum, which is capable of carrying either one audio-video television signal and a number of non-video signals or several thousand non-video signals.

City shall mean the City of Kennesaw, a municipal corporation in the State of Georgia.

City property means and includes all real property owned by the city, other than public streets and utility easements as those terms are defined herein, and all property held in a proprietary capacity by the city, which are not subject to right-of-way licensing and franchising as provided in this ordinance, such telecommunications property owned or controlled by the city being subject to and in compliance with Section 253 of the Telecommunications Act of 1996.

Commercial subscriber shall mean a purchaser of any service delivered over the system who or which is not a residential subscriber.

Council shall mean the present governing body of the city or any successor to the legislative powers of the present city council.

Effective date means the day this agreement has been duly approved by the municipal authorities of the City of Kennesaw.

FCC or Federal Communications Commission means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

Fee means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the city lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

Grantee shall mean the person to whom or to which a franchise is granted by the city council under this ordinance or anyone who succeeds the person in accordance with the provisions of the franchise.

Gross subscriber revenues shall mean all revenue derived from the monthly charges from all subscribers and received by Grantee.

Installation date shall mean the date that the first system is installed by Grantee pursuant to this agreement.

Laws means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the city or other governmental agency having joint or several jurisdiction over the parties to this agreement.

Mayor shall mean the existing or succeeding chief administrative officer of the city, or his designate.

Municipal facilities means city-owned street light poles, lighting fixtures, electroliers, or other city-owned structures and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

Overhead facilities shall mean utility poles, utility facilities and telecommunications facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

Person shall mean any person, firm, partnership, association, corporation, company, joint stock company, limited liability company or organization of any kind including their lessors, trustees and receivers.

Radio means the radio equipment, whether referred to singly or collectively, to be installed and operated by Grantee hereunder.

Residential subscriber shall mean a purchaser of any service delivered over the system to an individual dwelling unit where the service is not to be utilized in connection with a business, trade, or profession.

Services means the mobile digital communications services provided through Ricochet;reg; by Grantee.

State means the State of Georgia.

Street shall mean the surface of and the space in, upon, along, across, and above and below any public street, road, highway, freeway, lane, path, public way, or place, alleycourt, boulevard, parkway, drive or other easement now or hereafter held by the city for the purpose of public travel and shall include

other easements or rights of way as shall be now held or hereafter held by the city which shall, within their proper use and meaning, entitle the city and its Grantee to the use thereof for the purposes of installing or transmitting fiber optics system and/or wireless communications transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a wireless communications system.

Telecommunications carrier means and includes every person that directly or indirectly owns, controls, operates or manages plant, equipment or property within the city, used or to be used for the purpose of offering telecommunications service.

Telecommunication facilities means the plant, equipment and property, including but not limited to, cables, wires, conduits, ducts, pedestals, antennae, electronics and other appurtenances placed within the public right of way used or to be used to transmit, receive, distribute, provide or offer telecommunications services.

Telecommunications provider means and includes every person who provides telecommunications service over telecommunications facilities without any ownership or management control of the facilities.

Telecommunications service means the providing or offering for rent, sale or lease, or in exchange for other value received, of the transmittal of voice, data, image, graphic and video programming information between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities, with or without benefit of any closed transmission medium.

Telecommunications system. See *Telecommunications facilities*.

Underground facilities means utility and telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for overhead facilities.

Usable space means the total distance between the top of a utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance as specified in the orders and regulations of the Georgia Commerce Commission.

Utility easement means any easement owned by the city and acquired, established, dedicated or devoted for public utility purposes not inconsistent with telecommunications facilities.

Utility facilities means the plant, equipment and property, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, plant and equipment located under on or above the surface of the ground within the public ways of the city and used or to be used for the purpose of providing utility or telecommunications services.

Section II. - Grant of authority.

The city council of the City of Kennesaw is hereby authorized to grant the right, privilege and franchise to construct, operate and maintain a wireless communications system in the streets of the city for a period of four years from and after the passage, acceptance and effective date of this ordinance, subject to the conditions and restrictions as hereinafter provided; and said right, privilege and franchise may be offered for bid as a franchise agreement ordinance, hereinafter called the agreement, and let to the best bidder after bids have been examined by the city council. However, such agreement shall not affect this franchise agreement between Grantee and the city. The agreement shall contain all standards for performance, engineering and other parameters of public interest and shall be in ordinance form.

Section III. - Franchise term.

The franchise, authority, permit granted Grantee herein shall terminate four years from date of grant. The term of this agreement shall be renewed automatically for three successive terms of four years each on the same terms and conditions as set forth herein, unless Grantee notifies the of its intention not to renew not less than 30 calendar days prior to commencement of the relevant renewal term.

Section IV. - Application for wireless communications system franchise.

- (a) No wireless communications system franchise shall be issued except on a written application and upon a form approved by the city council.
- (b) The form shall set forth such facts in detail as the city council may deem appropriate including:
 - (1) If the applicant is an individual, partnership, or unincorporated association, its statement shall contain the names and addresses of all persons (including corporations) having a proprietary or equitable interest in and to the prospective franchisee's business operation, and in and to the prospective franchise if awarded to the proposer. The term "equitable interest" shall include all assignment for value, as well as all contingent assignments of any right or privilege under the prospective franchise, and shall also include any benefit, payment, or emolument whatsoever resulting from the grant of a franchise under this ordinance.
 - (2) If the applicant is a non-public corporation, the statement shall furnish, additionally, the names and addresses of the officers, directors, and shareholders of the said corporation, together with the number of shares held by each shareholder.
 - (3) If the applicant is a publicly held corporation, as defined by the rules and regulations of the Securities and Exchange Commission, the statement shall contain the states in which incorporated and/or qualified to do business and the names and addresses of the officers and directors of the corporation.
 - (4) A full disclosure of the ownership of the facilities to be used in rendering the service;
 - (5) The source of funds for operation of the system respecting the installation and maintenance of all wireless communications facilities; and shall demonstrate the financial ability to provide and extend service to proposed subscribers at a reasonable cost;
 - (6) A detailed schedule of the facilities to be employed and the location of the radios used in distributing signals, the service area or areas, the commencement and completion dates of construction of the system and the proposed dates the service will be available to the area or areas named.
 - (7) A description of applicant's radios within the city.
 - (8) Information sufficient to determine whether applicant is subject to public way licensing or franchising under this ordinance.
 - (9) Information sufficient to determine whether the applicant is required to apply for and receive any certificate of authority from the Georgia Public Service Commission to provide wireless communications services or facilities within the city, and, if required, has applied for and received such certification.
 - (10) Information sufficient to determine that the applicant has applied for and received any construction permit, operating license or other approvals required by the Federal Communications Commission to provide wireless communications services or facilities within the city.
 - (11) Preliminary engineering plans, specifications and a network map of the facilities to be located within the city, all in sufficient detail to identify:
 - a. The location and route requested for applicant's proposed facilities.
 - b. The location of all overhead and underground public utility, telecommunication, cable, water, sewer drainage and other facilities in the public way along the proposed route.
 - c. The location(s), if any, for interconnection with the telecommunications facilities of other telecommunications carriers.
 - d. The specific trees, structures, improvements, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.
 - e. The damage or disruption, if any, of public or private facilities, improvements, service, travel or landscaping if the franchise is granted.

- f. The proposed locations of Grantee's planned initial installation of radios, which shall be provided to the city promptly after Grantee's review of available street light maps and prior to deployment of the radios. Upon the completion of installation, Grantee promptly shall furnish to the city a list showing the exact location of the radios.
- (c) The council may request such other information as it may deem reasonably appropriate.
- (d) All applications shall be open to public inspection, shall be kept on file a reasonable length of time at the discretion of the council, and any intentional misrepresentation in an application shall be grounds for its rejection or for termination of the franchise.
- (e) All applications shall be considered firm offers to the city, shall be signed and verified by the applicants whose relationship to the applicant shall be set forth and shall bind the applicant to the provisions thereof.
- (f) An application for the privilege of a franchise shall be submitted to the city with an initial nonrefundable application fee of \$2,500.00. This article shall not apply to renewals of existing franchises.
- (g) Performance bond requirements, applicable to applications for new franchises, but not applications for renewals of existing franchises, include:
 - (1) Each Grantee shall file with its application for a franchise, and at all time thereafter until the completion of construction in accordance with section XII of this ordinance, Grantee shall maintain in full force and effect, an acceptable corporate surety bond, in a form satisfactory to the city council, issued by a surety licensed therefore by the State of Georgia, in the amount of \$5000.00, conditioned that a Grantee shall well and truly observe, fulfill and perform all terms and conditions of section XII of this ordinance and that, in case of any breach of a condition of the bond, the amount thereof shall be recoverable from the principal thereof for all damages resulting from the failure of a Grantee to well and faithfully observe, and perform under, section XII of this ordinance (including but not limited to compensation and costs of removal or abandonment of property and repair of streets and other public or private improvements) up to the full amount of the bond.

Section V. - Franchise payments.

- (a) The Grantee shall pay to the city, quarterly beginning on or before March 31 of each year, a three percent franchise fee based on gross subscriber revenues received for services to subscribers with billing addresses in the city for the preceding calendar year. No other fee, charge or consideration shall be imposed. A Grantee shall file with the city within 45 days after the expiration of each calendar quarter during the period the franchise shall be in force a financial statement showing in detail the gross subscriber revenues as defined herein of Grantee during the preceding quarter . It shall be the duty of a Grantee to pay to the city at the time for filing such statement the sum hereinabove prescribed. A Grantee shall also file within 90 days following the conclusion of each fiscal year of a Grantee an annual report prepared in accordance with generally accepted accounting standards showing the yearly total gross subscriber revenues and payments to the city and any further relevant financial information in regard to the company as may be reasonably required by the mayor.
- (b) In the event the franchise should be terminated or forfeited prior to the end of the initial term, a Grantee shall immediately submit to the city a financial statement prepared as before required, showing the gross subscriber revenues of a Grantee for the time elapsed since the last period for which a Grantee has paid to the city the required percentage of gross subscriber revenues, and a Grantee shall pay to the city not later than 30 days following the termination of the franchise, a like percentage of such revenues and any other sums legally due and owing to the city.
- (c) In the event that any payment is not made on or before the applicable date fixed in subsections (a) and (b) hereof, interest on such payments shall apply from such date at the yearly rate of eight percent.

- (d) The city shall have the right to inspect a Grantee's records showing the gross subscriber revenues from which its franchise payments are computed and shall have the right of audit and recomputation of any and all amounts paid under the franchise. No acceptance of any payment by the city shall be construed as a release of or an accord or satisfaction of any claim the city might have for further or additional sums payable under the terms of this ordinance or for any other performance or obligation of Grantee hereunder.
- (e) Payments of compensation made by a Grantee to the city pursuant to the provisions of this ordinance shall not be considered in the nature of a tax but shall be in addition to any and all taxes which are now or hereafter required to be paid by any law of the United States, the State of Georgia, or the city.
- (f) Notwithstanding anything to the contrary in this agreement, if the services are subject to a utility users tax, communications tax, or other similar tax or fee which accrues to the by operation of this Code or other applicable law, then the amount of the franchise fee shall be reduced by the amount of the applicable utility users tax, communications tax, or such other similar tax or fee.
- (g) In consideration of the city's execution and delivery of this agreement, the city shall have the right throughout the term of this franchise to receive up to three free Ricochet Internet Access subscriptions. These subscriptions allow for Internet access and e-mail only. Service such as newsgroups, LAN access, and dial-in Internet access will not be provided by Grantee, but may be obtained through an authorized Ricochet;reg; service provider, at the city's expense. City shall designate one person who shall be responsible for ordering and receiving any subscriptions. To take advantage of this program, the designated individual should contact Grantee's local office (typically the local market manager). City's right to use the subscriptions shall commence at the time the Ricochet;reg; service is commercially available in the city and shall extend until the expiration of the term of this franchise or through the length of time that radios are deployed in, on or over the streets, whichever is shorter. City's use of the subscriptions shall be subject to the standard Ricochet;reg; terms and conditions of use together with those of the authorized Ricochet;reg; service provider from which the city obtains service. City understands and agrees that modems and equipment required to utilize the subscriptions and any additional service subscriptions or service options the city may desire will need to be obtained from an authorized retailer at market rates current from time to time. City shall use all subscriptions provided pursuant to this section solely for its own use and shall not be entitled to resell, distribute, or otherwise permit the use of same by any other person, excepting a local public entity that provides public service within the corporate boundaries of the city (e.g., municipal schools, public safety, or fire departments, etc.).

Section VI. - Insurance.

- (a) At all times during the term of the franchise, Grantee shall obtain, pay all premiums for and file with the city executed duplicate copies and receipts evidencing the payment of premiums for the following:
 - (1) A general public liability insurance policy covering any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of a Grantee under franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$500,000.00 per personal injury or death of any one person and \$1,000,000.00 for personal injury or death of any two or more persons in any one occurrence.
 - (2) Property damage insurance for property damage occasioned by the operation of Grantee under the franchise herein granted or alleged to have been so caused or occurred with a minimum liability of \$500,000.00 for property damage to any one person and \$1,000,000.00 for property damage to two or more persons in any one occurrence.
 - (3) \$2,000,000.00 for all other types of liability. Such insurance shall be kept in full force and effect by a Grantee during the existence of and until after the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of the wireless communications system as defined in the franchise.

- (b) All of the foregoing insurance contracts shall be in form, satisfactory to the city and shall be issued and maintained by companies authorized to do business in the State of Georgia and acceptable to the city and they shall require 30 days written notice of any cancellation to both the city and a Grantee herein, and a copy of said policy shall be filed with the city.
- (c) Within 30 days after receipt by the city of said notice the Grantee shall obtain and furnish to the city replacement insurance policies meeting the requirements of this section.

Section VII. - Surety bond.

- (a) A Grantee shall maintain and by its acceptance of the franchise specifically agrees that it will maintain throughout the term of the franchise a faithful performance, license and franchise bond running in favor of the city, written by an approved corporate surety in the penal sum of \$5000.00, conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of the franchise and that in case of any breach of condition of the bond, the amount thereof shall be recoverable from the principal and surety thereof for all damages resulting from the failure of a Grantee to well and faithfully observe and perform any provision of the franchise.
- (b) A Grantee shall pay all premiums chargeable for the bond and shall keep the same in force and effect at all times throughout the term of the franchise including the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of the wireless communications system in the franchise.
- (c) The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire prior to 30 days after written notice to that effect is given to the city and a Grantee herein.
- (d) The bond shall be in a form satisfactory to the city and a duplicate copy of it, along with written evidence of payment of the required premiums shall be filed with the city during the term of the franchise.

Section VIII. - Indemnity.

- (a) Grantee shall at its sole cost and expense fully indemnify, defend, and save harmless the city, its officers, boards, commissions, and employees against any and all claims, suits, actions, liability, and judgements for damages directly or proximately resulting from the installation, operation or maintenance of Grantee's wireless communications system authorized herein, except to the extent arising from or caused by the negligence or willful misconduct of the city, its officers, boards, commissions and employees. The city shall give the Grantee immediate written notice of any such claims, suits or actions and the Grantee shall, at its option, have the right at its expense to assume the defense, including settlement, on behalf of the city or other aforementioned parties with regard to such claims, suits or actions.
- (b) These damages or penalties shall include, but shall not be limited to, damages arising out of the installation, operation, or maintenance of the wireless communications system authorized herein, except to the extent arising from or caused by the negligence or willful misconduct of the city, its officers, boards, commissions and employees.
- (c) If the Grantee does not assume the defense of the city, Grantee shall pay and by its acceptance of the franchise, specifically agrees that it will pay all reasonable expenses incurred by the city in defending itself with regard to all damages and penalties mentioned above. These expenses shall include but not be limited to all out of pocket expenses such as attorney fees and all other cost of litigation.

Section IX. - Books and records of Grantee.

- (a) A Grantee shall, upon request, file with the city engineer a copy, true and accurate, of maps and/or plats of all existing and proposed installations upon the streets. Those maps and plats shall conform to the requirements of the city engineer and shall be kept continuously up-to-date.

- (b) A Grantee shall continually keep on file with the city a current list of its shareholders holding over three percent of the outstanding stock and officers with their current addresses.
- (c) All books and records of a Grantee concerning its operations within the city shall be made available for inspection and audit during normal business hours by the mayor or his designate within 30 days after any request for such inspection or audit shall be made.
- (d) Copies of all rules, regulations, terms and conditions established by a Grantee for the operation of its wireless communications system under the franchise shall be filed with the city, upon request, and at the nearest local office of a Grantee.

Section X. - Conditions of street occupancy.

- (a) All transmission and distribution structures, lines and equipment erected by a Grantee within the city shall be so located as to cause minimum interference with the proper use of public streets, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets. Grantee's system shall be constructed and operated in compliance with all adopted city and national construction and electrical codes and shall be kept current with new codes.
- (b) Except when expressly permitted in writing by the city engineer, a Grantee shall not erect or authorize or permit others to erect any poles or facilities within the public streets of the city for the conduct of its system but shall use the existing poles and other equipment of the appropriate electrical power and telephone and other utility companies under such terms and agreements as a Grantee negotiates with those companies. The city shall cooperate with a Grantee in negotiating and obtaining permission to use such facilities.
- (c) No poles, cables, equipment or wires for the construction, maintenance and operation of the wireless system shall be installed or the installation thereof commenced on any existing pole within the City of Kennesaw until the proposed location, specifications and manner of installation of such cables, equipment and wires shall have been set forth upon a plat or map showing the existing poles, streets, alleys or highways within the City of Kennesaw where such installations are proposed and submitted in writing by a Grantee to the city engineer and approved by that department in writing.
- (d) Should a Grantee be required in the conduct of its business to locate property within the streets of the city other than property which may be attached to utility poles, then in that event, before a Grantee shall install or shall permit any other person to install for Grantee any of such property in the street, the nature of such property shall be disclosed to the city engineer for his approval as to the need thereof and as to the location within the street and only installed under such conditions as he shall prescribe concerning such location or installation. The poles shall be of like design and consistency, and aesthetically compatible with the surrounding area.
- (e) Whenever the city or state shall require the relocation or re-installation of any property of a Grantee in any of the streets of the city, it shall be the obligation of a Grantee upon notice of such requirement to immediately remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the city or state. Such relocation, removal or reinstallation by a Grantee shall be at the sole cost of a Grantee.
- (f) Whenever in any place within the city, all the electric and telephone utilities shall be located underground, it shall be the obligation of a Grantee to locate or to cause its property to be located underground within such places. If the electric utilities or telephone utilities shall be located underground in any place within the city after a Grantee shall have previously installed its property, nevertheless, a Grantee shall at the same time or immediately thereafter remove and relocate its property also underground in such places. Facilities of a Grantee placed underground at the property owner's request in an area where electric utilities or telephone utilities are aerial shall be installed with the additional expenses paid by the property owner.
- (g) Grantee shall have the authority to trim trees overhanging the streets of the city so as to prevent the branches of such trees from coming in contact with a Grantee's wires and cables. All trimming shall be done under the supervision and direction of the city and at the expense of a Grantee.

- (h) In case of disturbance of any street caused by a Grantee, a Grantee shall at its own cost and expense and in a manner approved by the city engineer replace and restore such street in as good condition as before the work involving such disturbance was done. Provided, that where a cut or disturbance is made in a section of sidewalk paving, rather than replacing only the area cut a Grantee shall replace the full width of the existing walk and length of the section or sections cut. A section being determined as that area marked by expansion joints or scoring.
- (i) A Grantee shall maintain, repair, and keep in good condition for a period of one year following such disturbance all portions of a sidewalk or street disturbed by it or its agents provided such maintenance and repairs shall be made necessary because of defective workmanship or materials supplied by Grantee.
- (j) If at any time in case of emergency or disaster in the city it shall become necessary in the judgment of the mayor and the chief of the police department to cut or move any of the wire cables, amplifiers, appliances or other fixtures of a Grantee, this may be done and the repairs thereby rendered necessary shall be made by a Grantee, at its own costs and expense and without charge against the city. The city shall attempt to notify Grantee in advance of such action, and if not practicable, then as soon thereafter as practicable.
- (k) Grantee's work, while in progress, shall be properly executed at all times with suitable barricades, flags, lights, flares, or other devices as are reasonably required to protect all members of the public having occasion to use the portion of the streets involved, or adjacent property.
- (l) Attachment to municipal facilities. The city hereby authorizes and permits Grantee to enter upon city streets and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace radios in or on municipal facilities for the purposes of operating Ricochet;reg; and providing services. In addition, as provided herein, Grantee shall have the right to draw electricity for the operation of the radios from the power source associated with each such attachment to municipal facilities.
- (m) Attachment to third-party property. Subject to obtaining the permission of the owner(s) of the affected property, the city hereby authorizes and permits Grantee to enter upon city streets and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of radios in or on poles or other structures owned by public utility companies or other property owners located within city streets as may be permitted by the public utility company or property owner, as the case may be. Upon request, Grantee shall furnish to the documentation of such permission from the individual utility or property owner responsible. City agrees to cooperate with Grantee, at no cost or expense to city, in obtaining, where necessary, the consents of such third-party owners of property.
- (n) Annual fee. As compensation for the use of municipal facilities, Grantee shall pay to the city an annual fee (the "annual fee") in the amount of \$60.00 for the use of each municipal facility, if any, upon which a radio has been installed pursuant to this agreement. The aggregate annual fee with respect to each year of the term shall be an amount equal to the number of radios installed on municipal facilities during the preceding 12 months multiplied by the annual fee, prorated as appropriate, and shall be due and payable not later than 45 days after each anniversary of the installation date. City represents and covenants that city owns all municipal facilities for the use of which it is collecting from Grantee the annual fee pursuant to this section.
- (o) Electricity charges. Grantee shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the radios' usage of electricity and applicable tariffs.

Section XI. - Initial system installation schedule.

- (a) Within 30 days after the acceptance of the franchise, a Grantee shall proceed with due diligence to obtain all necessary permits and authorizations which are required in the conduct of its business, including but not limited to any utility joint use attachment agreements, microwave carrier licenses and any other permits, licenses, and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of Grantee's system.

Section XII. - Type and capacity of equipment to be installed.

The applicant shall specify in its proposal the type and capacity of the equipment to be installed and a Grantee shall be required by the city engineer to update this section of its proposal upon reasonable request.

Section XIII. - Operational standards.

- (a) Grantee's system shall be installed and maintained in accordance with generally accepted standards of the industry.
- (b) In determining satisfactory compliance with the provisions of this article, the following, among other things, shall be considered:
 - (1) That the system is installed and remains fully operational and capable of using all equipment.
 - (2) That the system as installed is capable of transmitting and receiving signals without material degradation.
 - (3) That the system is designed and capable of 24-hours-a-day continuous operation.
 - (4) That the system is capable of and will produce a signal upon any subscriber's system that is undistorted and accompanied by proper technical transmission.
 - (5) The system shall transmit or distribute signals of adequate strength in all systems without cross modulation or interference with other systems.
 - (6) A Grantee shall render efficient service, make repairs promptly and interrupt service only for such good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system.

Section XIV. - Supervision by the city.

- (a) A Grantee shall construct, operate and maintain its system subject to the supervision of all of the authorities of the city who have jurisdiction in such matters and in strict compliance with all laws, ordinances and departmental rules and regulations.
- (b) Grantee's system and all parts thereof shall be subject to the right of periodic inspection by the city.
- (c) The city engineer may from time to time issue such reasonable rules and regulations concerning the construction, operation and maintenance of the system as are consistent with the provisions of this ordinance and all applicable laws, rules and regulations.
- (d) If at any time the powers of the city council or any agency or official of the city are transferred by law to any other board, authority, agency or official the transferee shall have the powers, rights and duties previously vested under this ordinance or by law in the council or any agency or official of the city.

Section XV. - Grantee's duty to remove its properties from the public streets.

- (a) Following a Grantee's commencement of service through and over its system, a Grantee shall promptly remove from the public streets where its properties are located all or any part of the facilities so located when one or more of the following enumerated conditions occur:
 - (1) A Grantee ceases to operate the system for a continuous period of six months from the date of said occurrence.
 - (2) A Grantee fails to construct said system as hereinabove and hereafter provided.
 - (3) A franchise is terminated or revoked pursuant to notice as provided herein.
- (b) A Grantee shall be entitled to receive notice in writing from the city setting forth one or more of the occurrences hereinabove enumerated or such other occurrence hereinbefore or hereinafter provided

and shall have 90 days from the date upon which said notice is received to remove such properties
as hereinabove required.

Section XVI. - Operational reports.

- (a) Within six months from the acceptance date of the franchise, a Grantee shall submit to the city engineer and the mayor an installation plan for the entire city, indicating the date on which a Grantee expects the installation of the system to be completed and available for service to subscribers in the various areas of the city.
- (b) A Grantee shall furnish the city engineer with detailed progress reports at three-month intervals. The first report is to be made three months after the construction commencement date.

Section XVII. - Emergency use of the facilities.

In the event of an emergency or disaster, a Grantee shall, upon request of the mayor, make available its facilities to the city at no cost for emergency use during the period of such emergency or disaster and shall provide such personnel as necessary to properly operate under the circumstances.

Section XVIII. - Compliance with state and federal laws.

- (a) A Grantee shall at all times comply with all applicable laws and regulations of the state and federal governments or any administrative agency thereof. In the event technological or regulatory conditions change so as to materially alter the terms and conditions of this agreement, the city or Grantee may, upon six months' written notice, request renegotiation of the terms altered by technological or regulatory changes since the effective date. The party requesting renegotiation, shall include in its notice a description of the technological or regulatory change giving rise to such request and the terms altered thereby. Upon receipt of such notice, the parties shall be required to meet and confer in good faith to negotiate new terms and such negotiations shall be completed within 90 days after receipt of the notice to request renegotiation. Such negotiations may be extended beyond 90 days upon written agreement by the parties. The terms and conditions of this agreement shall remain in full force and effect until an amendment is signed by both parties.
- (b) Grantee shall be subject to all city ordinances as set forth herein and Grantee shall also be subject to all applicable rules and regulations which, from time to time, may be promulgated by the Federal Communications Commission.
- (c) If the council determines that a material provision of this ordinance is affected by such subsequent action, the council shall have the right to modify any of the provisions herein to such reasonable extent as may be necessary to carry out the full intent and purpose of this ordinance.

Section XIX. - Filing communications with regulatory agencies.

Copies of all petitions, applications and communications submitted by Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matter pertinent to this franchise, shall also be submitted to the city, upon request.

Section XX. - Restrictions against assignment.

- (a) The franchise shall not be assigned or transferred either in whole or in part, or leased, sublet or mortgaged in any manner, nor shall title thereto, either legal or equitable, or any right, interest, or property therein, pass to or vest in any person either by the act of a Grantee or by operation of law without the consent of the city council. The granting, giving or waiving of any one or more of such consents shall not render unnecessary any subsequent consent or consents. Notwithstanding the foregoing, the transfer of the rights and obligations of Grantee hereunder to a parent, subsidiary, successor, or affiliate shall not be deemed an assignment for the purposes of this agreement.

- (b) The consent or approval of the council to any assignment, lease, transfer, sub-lease, or mortgage of the franchise shall not be unreasonably withheld, conditioned or delayed and shall not constitute a waiver or release of the rights of the city in and to the streets.
- (c) No change in control of Grantee, the radios or this agreement shall occur nor shall any of Grantee's rights or obligations in or regarding the radios or this agreement be assigned after the effective date without the express written consent of the city, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the prior consent of the city shall not be required with respect to intracorporate reorganizations between or among entities wholly owned or wholly controlled by or in control of Grantee to the extent such transaction does not involve a material change in the management, day to day operations, or negatively change the financial condition of Grantee; provided the city shall receive 30 days advance written notice of such intracorporate reorganization and any additional information as may be required to confirm that the transfer is an intracorporate reorganization and not subject to the city's consent. For purposes of this section, "control" means actual working control in whatever manner exercised, but such that such person may determine corporate policies and operations, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the Grantee or its communications system. A rebuttable presumption of the existence of control shall arise from the beneficial ownership, directly or indirectly, by any person, or group of persons acting in concert, of more than 50 percent of any person (which person or group of persons is hereinafter referred to as "controlling person").
- (d) Nothing in this section shall be deemed to prohibit a mortgage or pledge of the system equipment or any part thereof or a leasing by a Grantee from another person of said system equipment or part thereof for financing purposes or otherwise. Any such mortgage, pledge, or lease shall be made only with the prior approval of the council and shall be subject and subordinate to the rights of the city under this contract or applicable law.
- (e) Upon receipt from the Grantee of a written request for approval of any transaction subject to this section, the city shall have 30 days within which to approve or disapprove such transaction and, if no such action is taken within said 30-day period, the transaction shall be deemed to be approved by the city.

Section XXI. - Preferential or discriminatory practices prohibited.

A Grantee shall not make or grant any undue preference or advantage to any person or subject any person to any undue prejudice or disadvantage. Nothing in this section shall prevent Grantee from taking reasonable business actions.

Section XXII. - Revocation of franchise.

- (a) In addition to all of the rights and powers reserved or pertaining to the city, the city reserves as an additional and as a separate and distinct power the right to terminate the franchise and all rights and privileges of a Grantee hereunder in any of the following events or for any of the following reasons:
 - (1) A Grantee shall by act or omission violate in a substantial fashion any material term or condition of this ordinance, and, within 45 days following written demand by the city, shall fail to effect compliance.
 - (2) A Grantee becomes insolvent, or is adjudged a [to be] bankrupt, or all or part of Grantee's facilities should be sold under an instrument to secure a debt and are not redeemable by Grantee within 45 days from said sale.
 - (3) A Grantee attempts to or does practice any fraud or deceit in its conduct or relations under the franchise with the city.
- (b) A Grantee shall not be declared in default or be subject to any sanction under any provision of this ordinance in any case in which performance of any such provision is prevented for reasons beyond its control.

Section XXIII. - Procedures.

- (a) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the city council in regard to the operations of Grantee's system other than as provided in subparagraph (c) of this section shall be taken only after 30 days public notice of such action or proposed action is published in a local daily or weekly newspaper having general circulation in the city; a copy of such action or proposed action is served directly on Grantee; and, the Grantee has been given an opportunity to respond in writing and/or at hearing as may be specified by the city council, and general members of the public have been given an opportunity to respond or comment in writing on the action or proposed action.
- (b) The public notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedure as may be specified by the city council. If a hearing is to be held, the public notice shall give the date and time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The Grantee is a necessary party to any hearing conducted in regard to its operations.
- (c) An informal complaint shall be submitted to the city manager in writing and shall contain: (1) the name and address of the complainant; (2) the name of the system against which the complaint is made; and (3) complete statement of facts upon which the complaint is based.
 - (1) Upon receipt of any informal complaint, the city manager will forward a copy to the system complained of or may take the question up by correspondence with the system. Within such time as may be prescribed by the city manager, the system will be called upon to satisfy the complaint or advise the city manager of its refusal or inability to do so. If the system satisfies the complaint, it shall so notify the city manager in accordance with the provisions of subparagraph (c) hereof. The city manager will forward a copy of the system's notice of satisfaction to the complainant. If the system refuses or is unable to satisfy the complaint, it shall so notify the city manager, and the city manager will forward a copy of such notice to the complainant, with a statement of the procedure to be followed to further prosecute the complaint.
 - (2) If a system satisfies any complaint brought to its attention by the city manager, a statement must be filed with the city manager setting forth when and how the complainant has been satisfied.
 - (3) When a complainant has not been satisfied pursuant to subparagraph (b) hereof, the complainant may file a formal complaint with the city council in the form and manner to be specified thereby. The complaint to the city council must be filed within six months from the date of the city manager's statement accompanying a copy of the system's notice of refusal or inability to satisfy the complaint, and the complaint to the city council must make reference to the date of the complaint filed with the city manager and that it is based on the same facts as the complaint filed with the city manager. If no complaint is filed with the city council within the six-month period, the complainant will be deemed to have abandoned his complaint, and such complaint will be deemed dismissed.

Section XXIV. - Grantee's remedies.

- (a) Except as expressly provided in the franchise, a Grantee herein shall have no recourse whatsoever against the city for any loss, cost, or expenses or damage arising out of the provisions or requirements of the franchise or because of the enforcement thereof by the city nor for the failure of the city to have the authority to grant all or any part of the franchise, unless arising from or the result of the city's negligence or willful misconduct.
- (b) A Grantee expressly acknowledges that upon accepting a franchise, it does so relying upon its own investigation and understanding of the power and authority of the city to grant the franchise.
- (c) A Grantee by acceptance of the franchise acknowledges that it has not been induced to enter into the franchise by any understanding or promise or other statement whether verbal or written by or on

behalf of the city or by any other third person concerning any term or condition on the franchise not expressed herein.

- (d) A Grantee further acknowledges by acceptance of the franchise that it has carefully read the terms and conditions hereof and is willing to and does accept all of the risks of the meaning of such terms and conditions.

Section XXV. - Failure to enforce this franchise no waiver of the terms thereof.

Neither party shall be excused from complying with any of the terms and conditions of the franchise by any failure of the other party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

Section XXVI. - Time is of the essence of this agreement.

Whenever the franchise shall set forth any time for any act to be performed by or on behalf of either party, such time shall be deemed of the essence.

Section XXVII. - Grantee will not contest validity of franchise.

A Grantee agrees by the acceptance of the franchise that it will not at any time set up against the city in any claim or proceeding any condition or term of the franchise as unreasonable, arbitrary or void or that the city had not power or authority to make such term or condition under applicable laws and regulations as they exist at the time of the adoption of this ordinance.

Section XXVIII. - Rights reserved to the city.

- (a) Without limitation upon the rights which the city might otherwise have, the city does hereby expressly reserve the following rights, powers and authorities:
 - (1) To exercise its governmental powers now or hereafter to the full extent that such powers may be vested in or granted to the said city.
 - (2) To determine through the council any question of fact relating to the meaning, terms, obligations or other factors of the franchise.
 - (3) To grant additional franchises within the city to other persons for the conduct of fiber optics telecommunication and/or wireless communications under the terms and conditions of this ordinance.

Section XXIX. - Acceptance.

- (a) This ordinance and its terms and provisions shall be accepted by a Grantee by a written franchise agreement executed and acknowledged by Grantee and filed with the clerk of the city council. Said agreement shall incorporate Grantee's written application to the city for the franchise and shall bind Grantee to the provisions of said application. The council may require a Grantee to clarify any portion of its written application prior to final acceptance.

Section XXX. - Extension of city limits.

Upon the annexation of any territory to the city (other than through a governmental consolidation process, as to which the city makes no agreement), the right and franchise hereby granted shall extend to the territory so annexed to the extent the city has authority; and all facilities owned, maintained or operated by Grantee, located within, under, or over streets of the territory so annexed shall thereafter be subject to all terms hereof. The city shall provide Grantee written notice describing the annexed areas and reflecting the effective date of such annexation. Under all events, this shall be expressly subject to the provisions of any intergovernmental agreement with surrounding jurisdictions.

Section XXXI. - Local office.

During the term of this franchise, and any renewal thereof, the Grantee shall maintain within the city a local business office or agent. The provisions of this section shall be complied with if Grantee maintains a local business headquarters office within ___ airline miles of the center of the city; and provides the city manager's office with the name, address and phone number of an individual who will act as Grantee's agent to receive complaints regarding quality of service, equipment malfunctions and similar matters.

Section XXXII. - Employment regulations.

A Grantee shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of sex, race, creed, color or national origin. A Grantee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, race, creed, color or national origin. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Section XXXIII. - Severability.

If any section, sentence, clause, phrase or part of this ordinance is for any reason held to be illegal, invalid, unconstitutional or void, all other sections, sentences, clauses, phrases or parts not so held shall be and remain in full force and effect.

Section XXXIV. - Notices.

All notices which shall or may be given pursuant to this agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City of Kennesaw:

City Manager
City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, Georgia 30144-2797

If to Grantee:

Metricom, Inc.
Attn: Network Real Estate
980 University Avenue
Los Gatos, CA 95032

Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

BENTLEY, BENTLEY & BENTLEY

Attorneys at Law

FRED D. BENTLEY, SR.
FRED D. BENTLEY, JR.*
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241 WASHINGTON AVENUE
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LINDA W. BRUNT
J. MATTHEW BENTLEY

ESTABLISHED 1948

FACSIMILE NO.:
(770) 424-5820

*ADMITTED TO PRACTICE IN
LOUISIANA AND TEXAS

Delivered:

FED EX OVERNIGHT (signature required tracking number: 8115 9769 1647)

USPS CERTIFIED MAIL RETURN RECEIPT REQUESTED (number: 7017 1000 0000 7238 7975)

February 12, 2020

Metricom, Inc.
Attn: Network Real Estate
980 University Avenue
Los Gatos, CA 95032

Re: Notice of termination of June 20, 2000 Franchise agreement between Metricom, Inc. and
City of Kennesaw, Georgia

Dear Sir or Madam:

The purpose of this letter is to notify Metricom, Inc. that the referenced Franchise Agreement expired on its own terms on June 20, 2016. Pursuant to Section XV of the agreement, the City is requesting that Metricom, Inc. promptly remove from the public streets all or any part of the facilities so located within 90 days from the date of this letter.

In the alternative, to the extent that Metricom, Inc. or its successors and assigns would like to continue to occupy the City right of way under O.C.G.A. § 46-5-1 as a "telephone company", please make application with the City of Kennesaw for a Utility Accommodation Permit. To the extent that Metricom, Inc. is a telephone company seeking to occupy the right of way in the City of Kennesaw, the City is entitled to compensation from Metricom, Inc. under that statute.

Please respond to my letter no later than February 26, 2020.

Sincerely,



Coleen D. Hosack, Esq.
Attorney for the City of Kennesaw, Georgia

Enclosure: June 20, 2000 Franchise Agreement

cc: Jeff Drobney, City Manager (via email to jdrobney@kennesaw-ga.gov)
R. Randall Bentley, Sr., City Attorney (via email to randall@thebentleyfirm.com)
Debra Taylor, City Clerk (via email to dtaylor@kennesaw-ga.gov)
Ricky Stewart, Public Works Director (via email to rstewart@kennesaw-ga.gov)

8000 Legals

filing of said Declaration of Taking. That in accordance with the Official Code of Georgia Annotated Section 32-3-13 through 32-3-19, if the owner, or any of the owners, or any person having a claim against or interest in said property, shall be dissatisfied with the compensation, as estimated in the Declaration of Taking and deposited in Court, such person or persons, or any of them, shall have the right, at any time subsequent to the filing of the Declaration and the deposit of the fund into Court but not later than thirty (30) days following the date of service as provided for in the Official Code of Georgia Sections 32-3-8 through 32-3-10, to file with the Court a Notice to Appeal, the same to be in writing and made a part of the record in the proceedings.

The said property, as thus affected, is described as follows: the title, estate, or interest in lands, required by Condemnor and now taken by Condemnor for public road use and land necessary for construction, maintenance and improvements of part of the public transportation system within said county is the land and rights in land shown on a plat attached to the petition and easements as may be indicated upon said plats, together with the right to construct, including the rights of ingress and egress in order to operate, install, maintain, inspect, repair, replace and improve a public road system, together with all fixtures and equipment necessarily incident thereto, together with all rights of access to, from, into and upon said described property, and the right to enter upon any adjacent land of Condemnee(s) herein not taken, for the purpose of removing or dismantling any structures or encroachments, if any, of any type, lying wholly or partially within the boundaries of the property sought to be taken, all of which is included in the estimate of just compensation. Said right-of-way and other interests in land are for public road purposes forming a part of the public road system within Cobb County and are more particularly described in the legal description attached hereto as Exhibit "A."

This 25th day of February, 2020.
s/Rebecca Keaton, CLERK,
COBB SUPERIOR COURT

EXHIBIT "A"
Fee Simple Right-of-Way:

All that tract or parcel of land lying and being in Land Lots 189 and 190, 18th District, Second Section of Cobb County, Georgia, being more particularly described as follows:

BEGINNING at Point DE30015, said point being located 60.88 feet left of and opposite station 61+56.45 on the construction centerline laid out for MABLETON PKWY; thence N 17° 14'18.2" W a distance of 28.23 feet to Point DE30016, said point being located 57.81 feet left of and opposite station 61+84.00 on the construction centerline laid out for MABLETON PKWY;

8000 Legals

R. COHEN; MICHAEL J. D'AURIA; JAMES B. ELSE; MELVIN LOUIS FINKEL; ALLAN R. FLAMM; STEVEN A. FRALEY; STEPHEN FARRAR AND MARGARET FARRAR; KEVIN KESTER; NA MANAGEMENT PROPERTIES, LLC; ANITA LEVY; LESLIE A. LEVY; SIDNEY H. NEWBURGER; DOROTHY POMERANCE; ARNOLD B. RUBENSTEIN, MD; JOHN A. TAYLOR AKA JOHN A. TAILOR; JERRY TILLEM; CARNICERIA LA MEXICANA, INC.; HMS BEAUTY, LLC D/B/A BEAUTY MART; FAMILY DOLLAR STORES OF MABLETON, GA, INC.; PLAZA LIQUOR, LLC; I COMMUNICATIONS MABLETON, LLC; JANE DOE D/B/A RON HAIR BRAIDING & ACCESSORIES; JOHN DOE D/B/A PRESTIGE TAX SERVICES & INSURANCE; AKP INTERNATIONAL, LLC; NAILS BY SALLY, LLC; and Carlo Jackson, as Tax Commissioner, Kelli Wolk, as Probate Judge, and any and all others having or claiming any interest in the described lands.

Condemnees.
CASE NO.: 20-1-0129-49
(PARCEL 14)

TO: ALL OF THE ABOVE-NAMED CONDEMNNEES, INCLUDING CARLA JACKSON, AS TAX COMMISSIONER, KELLI WOLK, PROBATE JUDGE, and to all other person(s) in possession of or having claims against, the property described in the petition for condemnation and declaration of taking in the above stated case; and to all and singular the sheriffs of the state and county and their lawful deputies:

CITATION

The said named persons and any and all other persons, either known or unknown, claiming any right, title, power, interest, ownership, equity, claim or demand in and to the lands hereinafter described, and all occupants, tenants, lessees, licensees, and all holders, owners and users of ways and easements in, across, over and under said land are hereby notified, under the provisions of the Official Code of Georgia Sections 32-3-1 through 32-3-19, providing for the exercise of the power of eminent domain by Cobb County, as follows: That the above-stated case, being a condemnation in Rem against the property hereinafter described, was filed in said County on the 25th day of February, 2020.

That, in accordance with provisions of the aforesaid Official Code, a Declaration of Taking, duly authorized and properly executed as provided by the official Code, has been made and filed in said case, declaring the necessity for and exercising the power of taking the said described lands for public transportation purposes, thereby vesting the title to same in Cobb County. In pursuance of said authority, Cobb County has deposited with the Clerk of the Superior Court of Cobb County, the sum of \$31,700.00 as the estimated just compensation for the lands described;

8000 Legals

10.30 feet to Point DE30012, said point being located 50.80 feet left of and opposite station 63+78.93 on the construction centerline laid out for MABLETON PKWY; thence S 19°40'11.5" E a distance of 22.96 feet to Point DE30009, said point being located 51.74 feet left of and opposite station 63+55.99 on the construction centerline laid out for MABLETON PKWY; thence S 12° 48'05.1" E a distance of 67.93 feet to Point DE30009, said point being located 62.60 feet left of and opposite station 62+88.94 on the construction centerline laid out for MABLETON PKWY; thence S 17°48'49.7" E a distance of 20.53 feet to Point DE30010, said point being located 64.10 feet left of and opposite station 62+68.47 on the construction centerline laid out for MABLETON PKWY; thence S 49°46'06.6" W a distance of 11.79 feet back to the POINT OF BEGINNING.

Said tract containing 1,226.62 square feet (0.028 acre) more or less.

Said easement will expire twenty-four (24) months from date of taking. Limits of Access from station 62+71.89 on the construction centerline laid out for MABLETON PKWY to station 63+78.93 on the construction centerline laid out for MABLETON PKWY being 107.04 linear feet more or less.

3:6,13-2020

MDJ-5872

GNP-17

ARK SELF STORAGE

Pursuant to the Georgia Self Storage Facilities Act, shall conduct a public Auction of the contents of the following units to the highest bidder, at 1744 Cobb Parkway S., Marietta, GA. 30060, (770) 955-5128. The sale will be on THURSDAY, MARCH 26, 2020 at 1:00 P.M., in front of each unit. Management reserves the right to withdraw units, items, and reject bids. All sales are final and must be paid for with cash or certified funds. All units must be emptied and swept clean within 48 hours. Contents of each unit will be available for inspection at the time of the auction. If for any reason any unit is not sold on the above date, it will be sold at the next scheduled auction. Units contain household goods, furniture, tools and miscellaneous other items, unless noted otherwise. Any vehicles that are auctioned will be sold as parts only, no titles are involved.

SHARON WILLIAMS UNIT #C47
CHRIS YEATER UNIT #D06
MAGGIE SWEENEY UNIT #D62
MELINDA BURNETTE UNIT #E30
AHMADOU NGOM UNIT #E48
JULIA BAKER /CHERYL BUTLER UNIT #DC18
WAYNE MORGAN, JR UNIT #DE10
MAGGIE SWEENEY UNIT #DF18
CHARLENE BENJAMIN UNIT #FC01
ROBERT WOOD UNIT #DC09

3:6,13-2020

MDJ-5894

GNP-10

IN THE JUVENILE COURT OF

8000 Legals

you. A copy of the petition for termination of parental rights may be obtained from the clerk of the Juvenile Court of Cobb County, Georgia, which is located at 32 Waddell Street, Marietta, Cobb County, Georgia 30060, during regular business hours, Monday through Friday, 8:00 a.m. until 5:00 p.m., exclusive of holidays. A free copy shall be available to you. Upon request to the clerk, the copy will be mailed to you. The child is in the present temporary custody of the department of family and children services of Cobb County, Georgia.

The general nature of the allegations are that parental responsibilities and obligations owed to said child have been effectively abandoned.

YOU ARE FURTHER NOTIFIED that while responsive pleadings are not mandatory they are permissible and you are encouraged to file with the clerk of this court and serve upon petitioner's attorney, Lori A. Cheatham, 272 Washington Avenue, Marietta, Georgia 30060, an answer or other responsive pleading within sixty (60) days of the date of the order for service by publication.

All concerned parties are informed that they are entitled to have an attorney represent them and if a party requests appointed counsel and qualifies for such appointment, then the court will appoint counsel at no cost if the party is unable, without financial hardship, to employ counsel.

Witness the Honorable

Wayne E. Grannis,

Judge of said court.

This 26th day of February, 2020.
SHONELL SFREDDO, CLERK
JUVENILE COURT OF
COBB COUNTY
3:6,13,20,27-2020

MDJ-5900

GNP-10

IN THE JUVENILE COURT OF
CHEROKEE COUNTY
STATE OF GEORGIA

IN THE INTEREST OF:
F. F. DOB: 03/24/2016; AGE: 3;
SEX: F; CASE NO.: 028-18J-1197

Minor Child under the age of eighteen (18) years.

NOTICE OF SUMMONS

TO: JOSE NEPTALY FIGUEROA FUENTES A.K.A. CHOLIN FIGUEROA, the alleged putative father of the above-named minor child whose last known location in Georgia was Cobb County and he was deported to Honduras on or about July 22, 2016; and JOHN DOE, and any unknown, unnamed biological and/or legal father(s) of the above-named minor child born to FELICITA FUÑEZ on the date of birth listed above.

In accordance with O.C.G.A. 15-11-284 you are hereby notified that this proceeding and the hearing specified herein is for the purposes of terminating parental rights. You are hereby notified that a Petition for Termination of

8000 Legals

items storagetreasures.com
Yinka Olajide 602 Household
goods/view items storagetreasures.com
Spencer Ross 604 Household
goods/view items storagetreasures.com

Kenny Saroy 716 Household goods/view items storagetreasures.com

Marshall Hoots 755 Household
goods/view items storagetreasures.com

Jennifer Reyes 761 Household
goods/view items storagetreasures.com

Rico Lee 844 Household goods/view items storagetreasures.com

Nisha Marshall 852 Household
goods/view items storagetreasures.com

Maria Valdez Ruiz 912 Household
goods/view items storagetreasures.com

Maria Valdez Ruiz 916 Household
goods/view items storagetreasures.com

Yutang B. Chaney 971 Household
goods/view items storagetreasures.com

3:6,13-2020

MDJ-5903

GNP-17

PUBLIC SALE/ONLINE AUCTION

This is an Online Auction only, to view content inventory, please go to
www.storagetreasures.com

Notice of auction at A-1 Mini
Storage/Six Flags 361 Riverside Parkway, Austell, GA 30168. Action runs online from noon Friday, March 13, 2020 thru 11:00am Saturday, March 28, 2020.

All items must be paid and removed from facility within 48 hours after auction bidding closes out. We only accept CASH at facility as payment on your winning bids. Buyers must secure space with own lock. We reserve the right to withdraw any units from this notice.

NAME UNIT DESCRIPTION
Tiara Marsh 104 Household goods/view items storagetreasures.com

Donald Harper 214 Household
goods/view items storagetreasures.com

Michelle Smith 220 Household
goods/view items storagetreasures.com

Jovaughn Stanley 305 Household
goods/view items storagetreasures.com

Winsome Carter 311 Household
goods/view items storagetreasures.com

Patience Gbolo 326 Household
goods/view items storagetreasures.com

Bonus Unit 344 Household goods/view items storagetreasures.com

Sade Kinmon 358 Household
goods/view items storagetreasures.com

Brian Williams 363 Household
goods/view items storagetreasures.com

3:13,20-2020

MDJ-5924

GNP-16

NOTICE OF PUBLIC HEARING
CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on March 16 and April 6, 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 repeal the Mettricom, Inc. franchise agreement, Appendix E of the Municipal Code of Ordinances. 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.

3:6,13-2020

MDJ-5929

GNP-17

NOTICE OF PUBLIC SALE

The following self-storage Cube contents containing household and other goods will be sold for cash by CubeSmart 4771 S. Atlanta Rd SE Atlanta, GA 30339 to satisfy a lien on March 4, 2020 at approx. 11:30 am at www.storagetreasures.com

Name Unit #
General Description of Property
Keith Braswell 1045
Rhonda Robinson 2109
Julia Gray 3079
Shantera Morris 3089
Tseleng Moltan 4054

3:13,20-2020

MDJ-5940

GNP-17

ABANDONED VEHICLES

For 2005 Freestyle

8000 Legals

04 JEEP LIBERTY
1J4GL48K14W245938

08 KIA SPECTRA KNAFE121785549908
14 KIA SPORTAGE KNDP-
B3AC9E7556227

06 LEXUS GX470 JTJB720X360123399
97 MERCEDES C280 WDB-
HA28BV585506

01 MERCURY GR.MARQUIS
2MEFA75W41X602342

00 MERCURY MTNEER 4M2-
DU86P3UYJ32547

04 MITSUBISHI ENDEAVOR 4A4M-
M21S04E006450

99 NISSAN ALTIMA 1N4DL01D3X-
C171026

05 NISSAN ALTIMA
1N4AL11D15C350199

07 NISSAN MURANO
JN8AZ08T17W512712

11 NISSAN VERSA
3N1BC1CP1BL424973

08 SATURN AURA IG8Z557B78F236685
97 TOYOTA CAMRY

4T1BG22K5U18530
97 TOYOTA CAMRY 4T1BG28K6X-
U448313

00 TOYOTA CAMRY
JT2BG22K2Y0410902

03 TOYOTA CAMRY
4T1BF30K35U548739

3:6,13-2020

8000 Legals

Georgia.
The general nature of the allegations are that potential responsibilities and obligations owed to said child have been effectively abandoned.

YOU ARE FURTHER NOTIFIED that while responsive pleadings are not mandatory they are permissible and you are encouraged to file with the clerk of this court and serve upon petitioner's attorney, Lori A. Cheatham, 272 Washington Avenue, Marietta, Georgia 30060, an answer or other responsive pleading within sixty (60) days of the date of the order for service by publication.

All concerned parties are informed that they are entitled to have an attorney represent them and if a party requests appointed counsel and qualifies for such appointment, then the court will appoint counsel at no cost if the party is unable, without financial hardship, to employ counsel.

Witness the Honorable
Wayne E. Grannis,
Judge of said court.

This 26th day of February, 2020,
SHONELL SFREDDO, CLERK
JUVENILE COURT OF
COBB COUNTY
3:6,13,20,27-2020

MDJ-5900
GPN-10

IN THE JUVENILE COURT OF
CHEROKEE COUNTY
STATE OF GEORGIA
IN THE INTEREST OF:

F. F. DOB: 03/24/2016; AGE: 3;
SEX: F; CASE NO.: 028-18J-1197
Minor Child under the age of
eighteen (18) years.

NOTICE OF SUMMONS
TO: **JOSE NEPTALY FIGUEROA**
FUENTES A.K.A. CHOLIN
FIGUEROA, the alleged putative father of the above-named minor child whose last known location in Georgia was Cobb County and he was deported to Honduras on or about July 22, 2016; and **JOHN DOE**, and any unknown, unnamed biological and/or legal father(s) of the above-named minor child born to **FELICITA FUNEZ** on the date of birth listed above.

In accordance with O.C.G.A. 15-11-284 you are hereby notified that this proceeding and the hearing specified herein is for the purposes of terminating parental rights. You are hereby notified that a Petition for Termination of

8000 Legals

Rico Lee 844 Household goods/view items storage treasures.com
Nisha Marshall 852 Household goods/view items storage treasures.com

Maria Valdez Ruiz 912 Household goods/view items storage treasures.com
Maria Valdez Ruiz 916 Household goods/view items storage treasures.com

Yulong B. Chaney 971 Household goods/view items storage treasures.com

3:6,13-2020

MDJ-5903

GPN-17

PUBLIC SALE/ONLINE AUCTION

This is an Online Auction only, to view content inventory, please go to www.storageauctions.com

Notice of auction at A-1 Mini Storage/Six Flags 361 Riverside Parkway, Austell, GA 30168. Auction runs online from noon Friday, March 13, 2020 thru 11:00am Saturday, March 28, 2020. All items must be paid and removed from facility within 48 hours after auction bidding closes out. We only accept CASH at facility as payment on your winning bids. Buyers must secure space with own lock. We reserve the right to withdraw any units from this notice.

NAME	UNIT	DESCRIPTION
Tiara Marsh	104	Household goods/view items storage treasures.com
Donald Harper	214	Household goods/view items storage treasures.com
Michelle Smith	220	Household goods/view items storage treasures.com
Jovaughn Stanley	305	Household goods/view items storage treasures.com
Winsome Corlier	311	Household goods/view items storage treasures.com
Potience Gbolo	326	Household goods/view items storage treasures.com
Bonus Unit 344		Household goods/view items storage treasures.com
Sade Kinmon	358	Household goods/view items storage treasures.com
Brian Williams	363	Household goods/view items storage treasures.com
Winsome Corlier	366	Household

8000 Legals

C171026
05 NISSAN ALTIMA
IN4AL11D15C350199
07 NISSAN MURANO
JN8AZ08T17W512712
3N1BC1CP1BL424973
08 SATURN AURA IG8Z557B78F236685

97 TOYOTA CAMRY
4T1BG22K5VU818530
99 TOYOTA CAMRY
U448313
00 TOYOTA CAMRY
JT2BG22K2Y0410902
03 TOYOTA CAMRY
4T1BF30K53U548739

4T1BG28K6X-

3:6,13-2020

MDJ-5915

GPN-14

Notice

This notice is given pursuant to IRS requirements to private foundations. The annual report for the Styles Memorial Scholarship Fund for CY2019 is available for public inspection at its principal office during regular business hours by any citizen who requests inspection within 180 days after this notice is published.

Anne L. Styles
Trustee and Principal Manager
3589 Bozeman Lake Road
Kennesaw, GA 30144
Telephone: 404-625-2504
3:6-2020

MDJ-5924

GPN-16

NOTICE OF PUBLIC HEARING
CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on March 16 and April 6, 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 repeal the MetriCom, Inc. franchise agreement, Appendix E of the Municipal Code of Ordinances. 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.

3:6,13-2020

MDJ-5940

GPN-17

ABANDONED VEHICLES

Ford 2005 Freestyle
1FMZK021X5GA02341 TAG # RKX2816

8000 Legals

910 or of the U. S., and the subject premises are free from all liens and encumbrances. No proceedings in bankruptcy have been brought by or against me in any court, nor have I made an assignment for the benefit of creditors, nor have I made any other type of creditor arrangements.

Purpose
This affidavit is being made As proof to Santander Consumer USA that I am the rightful owner of the property described in this affidavit.

Oath or Affirmation
I certify under penalty of perjury under Georgia law that I know the contents of this Affidavit signed by me and that the statements are true and correct.

Victoria Hayes
March 2, 2020
STATE OF GEORGIA,
COUNTY OF COBB, ss:

On this 2nd day of March, 2020, before me, personally appeared Victoria Hayes, known to me for satisfactorily proven) to be the persons whose names are subscribed to the within Affidavit, and, being first duly sworn on oath according to law, depose and say that he/she has read the foregoing Affidavit subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

In witness whereof I hereunto set my hand and official seal.
Notary Public
Title (and Rank)

3:6-2020

MDJ-6000

GPN-17

NOTICE OF PUBLIC SALE

StarMaster Self Storage located at 1401 Powder Springs Street, Marietta, GA 30064 will hold an online public sale to enforce a lien imposed on said property, as described below, pursuant to the Georgia Self Storage Facility Act, Georgia Code 10-4-210 to 10-4-215. The auction will be held on website www.storageauctions.com and will end at 1:00 PM on Thursday, March 26, 2020. Management reserves the right to withdraw any unit from sale. Registered or motor vehicles are sold "As Is / Parts Only," no titles or registration.

Tenant Name	Unit #	Stored Items
Carla Cross	1100 HHG	Furn. Boxes
Darlene Cox	1215 HHG	Furn. Box

3:6-2020

MDJ-6000

GPN-17

Vehicle Make: CHEVROLET YEAR: 2010 Model: IMPALA Vehicle ID#: 2G1WASEK1A1239909 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00657

Vehicle Make: CHEVROLET YEAR: 2005 Model: MALIBU Vehicle ID#: 1GZ554F85F174019 Vehicle License#: PRJ6634 State: GA Magistrate Court Case No.: 20-L-00631

Vehicle Make: CHRYSLER YEAR: 2007 Model: PT CRUISER Vehicle ID#: 3A8FY68B67T528689 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00642

Vehicle Make: DODGE YEAR: 2007 Model: CALIBER Vehicle ID#: 1B3H-B48B47D347877 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00646

Vehicle Make: DODGE YEAR: 2009 Model: CHARGER Vehicle ID#: 2B3KA43D19H534128 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00648

Vehicle Make: DODGE YEAR: 2005 Model: NEON Vehicle ID#: 1B3ES56C75D234989 Vehicle License#: R1E9630 State: GA Magistrate Court Case No.: 20-L-00652

Vehicle Make: DODGE YEAR: 2011 Model: NITRO Vehicle ID#: 1D4PU2GK4BW520338 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00655

Vehicle Make: FORD YEAR: 2011 Model: ESCAPE Vehicle ID#: 1FM1FMCU9DG8BKA69325 Vehicle License: NONE State:

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8000 Legals

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8000 Legals

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**Regular Meeting Agenda
4/6/2020 6:30 PM
Council Chambers**

Title of Item:	FINAL PUBLIC HEARING: Approval of an ORDINANCE to repeal MediaOne Franchise Agreement, Appendix F of the City of Kennesaw Code of Ordinances.
Agenda Comments:	On November 19, 2001 the Mayor and City Council of the City of Kennesaw adopted Ordinance 2001-33 wherein the City entered into an agreement with Mediaone of Colorado, Inc. (hereinafter "Mediaone") to grant a franchise to construct, operate, upgrade and maintain a cable system along the public right of way within the franchise area, for the purpose of providing cable services (hereinafter the Mediaone Franchise). The Mediaone franchise expired by its own terms on November 19, 2011. While the City may be receiving franchise fees from Comcast pursuant to its state issued franchise agreement in the City, the City is not receiving franchise fees from Mediaone or any of its successors pursuant to the Mediaone franchise. The public hearings were duly advertised in the Marietta Daily Journal March 6, 2020 and March 13, 2020 editions. The first public hearing was held March 16, 2020 at the Mayor and Council regular meeting. The City Clerk and legal recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	3/3/2020	Ordinance
Exhibit A	3/3/2020	Exhibit

Exhibit B
Exhibit C
03-13-20 Legal Ad
03-06-20 Legal Ad

3/3/2020 Exhibit
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CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2020-____, 2020

**AN ORDINANCE TO REPEAL
THE MEDIAONE OF COLORADO, INC. FRANCHISE AGREEMENT,
APPENDIX F OF THE MUNICIPAL CODE OF ORDINANCES**

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

WHEREAS, on November 19, 2001 the Mayor and City Council of the City of Kennesaw adopted Ordinance 2001-33 wherein the City entered into an agreement with Mediaone of Colorado, Inc. (hereinafter “Mediaone”) to grant a franchise to construct, operate, upgrade and maintain a cable system along the public right of way within the franchise area, for the purpose of providing cable services (hereinafter the “Mediaone Franchise”), a copy of which is attached hereto and incorporated herein by express reference as **Exhibit “A”**; and

WHEREAS, when the City granted the Mediaone Franchise, upon information and belief, Mediaone was a subsidiary of AT&T; and

WHEREAS, Comcast purchased AT&T in 2002 (copy of Consent to change of control and internal restructuring for cable television franchise attached hereto and incorporated herein by express reference as **Exhibit “B”**); and

WHEREAS, the Mediaone Franchise expired by its own terms on November 19, 2011; and

WHEREAS, while the City may be receiving franchise fees from Comcast pursuant to its state issued franchise agreement in the City, the City is not receiving franchise fees from Mediaone or any of its successors pursuant to the Mediaone Franchise; and

WHEREAS, Mediaone changed its name to Comcast of Georgia/Virginia, Inc. on November 19, 2002, a copy of such name change being attached hereto and incorporated herein by reference as **Exhibit “C”**; and

WHEREAS, upon information and belief, Comcast of Georgia, Inc. (aka Comcast) has a franchise agreement with the State of Georgia to construct, operate, upgrade and maintain cable in the State of Georgia, including the City right of way pursuant to O.C.G.A. § 36-76-1 *et. seq.* known as the Consumer Choice for Television Act of 2007; and

WHEREAS, the City would like to repeal the Mediaone Franchise.

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

SECTION 1.

Appendix F of the City Code (Ordinance #2001-33, Sections 1 through 10 of the Mediaone of Colorado, Inc. Franchise Agreement) and any amendments thereto are hereby repealed.

SECTION 2.

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.

SECTION 3

BE IT FURTHER ORDAINED THAT nothing in this ordinance shall affect or impact the City's right to collect franchise fees from the State of Georgia for state issued cable or video franchises in the City.

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

CITY OF KENNESAW

By: _____
Derek Easterling, Mayor

ATTEST:

Lea Addington, City Clerk

(SEAL)

APPENDIX F - MEDIAONE OF COLORADO, INC. FRANCHISE^[1]

AN ORDINANCE OF THE CITY OF KENNESAW, GEORGIA, RENEWING THE NON-EXCLUSIVE CABLE TELEVISION FRANCHISE FO MEDIAONE OF COLORADO, INC.

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

Footnotes:

--- (1) ---

Editor's note— Printed herein is the ordinance adopted November 19, 2001, which granted a franchise to MediaOne of Colorado, Inc. for the construction, operation, and maintenance of a cable television system in the city. Amendments to the ordinance are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provisions remains unchanged from the original ordinance. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, headings have been made uniform, catchlines have been added to facilitate usage and the same system of capitalization, citation to state statutes, and expression of numbers in text as appears in the Code of Ordinances has been used. Additions made for clarity are indicated by brackets.

[Section] 1. - Definitions.

For the purposes of this agreement, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense and vice versa, words in the plural number include the singular number, and vice versa, and the masculine gender includes the feminine gender and vice versa. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated or clearly contrary to the context, terms, phrases, words, and abbreviations not defined herein shall be given the meaning set forth in Title 47 of the United States Code, Chapter 5, Subchapter V-A, 47 U.S.C. §§ 521 et seq., as amended, and regulations issued pursuant thereto, and, if not defined therein, their common and ordinary meaning. For convenience, federal definitions are set forth in the glossary to this agreement. For further convenience, the first letter of terms, phrases, words, and abbreviations defined in this agreement or by federal law have been capitalized, but an inadvertent failure to capitalize such letter shall not affect meaning.

Cable act shall mean Title 47 of the United States Code, Chapter 5, Subchapter V-A, 47 U.S.C. §§ 521 et seq., as amended from time to time.

City shall mean the City of Kennesaw, Georgia, and its its officials, boards, board members, commissions, commissioners and employees acting within their respective areas of authority.

Mayor and council or council shall mean the governing body of the city.

FCC shall mean the Federal Communications Commission, its designee, or any successor governmental entity thereto.

Franchise agreement shall mean a contract entered into in accordance with the provisions of the city Code of Ordinances between the city and MediaOne that sets forth the terms and conditions under which a franchise will be exercised.

Franchise area shall mean the city limits of Kennesaw, Georgia including any areas annexed by city during the term of the franchise.

Franchise transfer shall mean any transaction in which: (a) any ownership or other right, title, or interest of more than 50 percent in a franchisee or its cable system is transferred, sold, assigned, leased, sublet, mortgaged, or otherwise disposed of or encumbered directly or indirectly, voluntarily or by foreclosure or other involuntary means, in whole or in part; or (b) there is any change in or substitution of,

or acquisition or transfer of control of, the franchisee or any person which has more than a 50 percent interest in a franchisee or has responsibility for or control over a franchisee's operations or over the system; or (c) the rights or obligations held by the franchisee under the franchise are transferred, directly or indirectly, to another person.

- (1) *Control* means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments, or negative control, as the case may be, of the cable system, the franchise or the company.
- (2) Notwithstanding the foregoing, "franchise transfer" does not include:
 - a. Disposition or replacement of worn out or obsolete equipment, property or facilities in the normal course of operating a cable system, including the renewal or extension of equipment or property leases and contracts; or
 - b. Acquisition, transfer, sale or other disposition of leases, licenses, easements, and other interests in real property in the normal course of operating a cable system and not involving the relinquishment of any right or power affecting the franchisee's ability to provide services in whole or in part; or
 - c. Acquisition, transfer, sale or assign of the franchisee's right, title, or interest in the franchise to an entity controlling, controlled by, or under common control with the franchisee; or
 - d. Transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title,

Franchisee shall mean MediaOne of Colorado, Inc.

Gross revenues shall mean all revenue, including local advertising revenue, received, directly or indirectly, by the franchisee, by any affiliated person, and any other person from, or in connection with, the operation of the cable system to provide cable services. Gross revenue shall include revenue from received from the provision of cable modem service to the extent such is deemed to be a cable service under applicable federal law. Gross revenue shall exclude taxes or fees collected by the franchisee on behalf of the city or other local, state or federal government entities. Gross revenue shall also exclude revenue generated from the provision of non-cable services over the cable system, which may be subject to other authorizations as may be required under applicable federal, state or local laws.

Normal business hours means 8 a.m. to 5 p.m. Monday through Friday.

Normal operating conditions means those service conditions that are within the control of a franchisee. Conditions that are not within the control of a franchisee include, but are not limited to, natural disasters, acts of war, strikes, civil disturbances, telephone network outages, and severe or unusual weather conditions. Conditions that are within the control of a franchisee include, but are not limited to, special promotions, rate increases, regular peak or seasonal demand periods, maintenance or upgrade of the cable system, and power outages of two hours or less in length.

Person shall mean an individual, partnership, limited liability corporation or partnership, association, joint stock company, trust, organization, corporation, or other entity, or any lawful successor thereto or transferee thereof, but such term does not include the city.

Public right-of-ways shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property in which the city now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a cable system. No reference herein, or in any franchise agreement, to a "public right-of-way" shall be deemed to be a representation or guarantee by the city that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a franchisee shall be deemed to gain only those rights to use as are properly in the city and as the city may have the undisputed right and power to give.

RFP stands for request for proposal.

Sale shall mean any sale, exchange, or barter transaction.

Service interruption means the loss of picture or sound on one or more cable channels.

Subscriber shall mean any person who legally receives any cable service delivered over a cable system and the city in its capacity as a recipient of such service.

[Section] 2. - Grant of authority; limits and reservations.

- (a) *Grant of authority:* The franchise issued to the franchisee is subject to the terms and conditions of this franchise agreement, the provisions of city Code of Ordinances, federal and state law. The franchise grants the franchisee the right to construct, operate, upgrade and maintain a cable system along the public rights-of-way within the franchise area, for the purpose of providing cable services. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this agreement. This agreement does not confer any rights other than as expressly provided herein or as mandated by federal, state or local law. To the extent the franchisee provides non-cable services, including telephony services, over the cable system, the city reserves its rights under applicable federal, state or local law to require a franchise for such services.
- (b) *Franchise area:* The franchise is issued for the entire present territorial limits of the city. In the event the city annexes territory in which franchisee provides cable services, such annexed territory shall be incorporated into the franchise area and made subject to this franchise agreement upon the city's notifying the franchisee. The city shall on written request from franchisee make reasonable allowances for any technical differences if the annexed territory is served by a distinct and different set of facilities. Franchisee shall not be required to apply for or pay fees regarding modification of the franchise to accommodate such an annexation.
- (c) *Term:* The franchise and this franchise agreement shall expire at 12:01 a.m. on November 19, 2011, unless the franchise is earlier revoked or its term extended as provided herein.
- (d) *Grant not exclusive:* The franchise and the right it grants to use and occupy the public rights-of-way are not exclusive and do not explicitly or implicitly preclude the issuance of other franchises to operate cable systems or other communications systems within the city, affect the city's right to authorize use of public rights-of-way by other persons to operate cable systems or other communications systems or for other purposes as it determines appropriate, or affect the city's right to itself construct, operate or maintain a cable system or other communications system, with or without a franchise.
- (e) *Franchisee subject to other laws, police power.*
 - (1) The franchisee shall at all times be subject to and shall comply with all applicable federal, state, and local laws, including this agreement. The franchisee shall at all times be subject to all lawful exercises of the police power of the city, including but not limited to all rights the city may have under 47 U.S.C. § 552, all powers regarding zoning, supervision of construction, assurance of equal employment opportunities, control of public right-of-ways, and consumer protection and the ability to adopt and enforce regulations or ordinances of general applicability pursuant thereto.
 - (2) No course of dealing between a franchisee and the city, or any delay on the part of the city in exercising any rights hereunder, shall operate as a waiver of any such rights of the city or acquiescence in the actions of a franchisee in contravention of such rights except to the extent expressly waived in writing or expressly provided for in this agreement.
 - (3) The city shall have full authority to regulate cable systems, franchisees, and franchises as may now or hereafter be lawfully permissible. Except where rights are expressly waived by a franchise agreement, they are reserved, whether or not expressly enumerated.
- (f) *Interpretation of franchise terms.* The provisions of this franchise agreement shall be liberally construed in accordance with generally accepted rules of contract construction and to promote the public interest, while preserving the intent of the parties when entering this agreement. The express provisions of the franchise agreement constitute a valid and enforceable contract between the parties. In the event of a clear conflict between the Code of Ordinances and this agreement, the

agreement shall prevail, except where the conflict arises from the lawful exercise of the city's police power.

- (g) *Approval and effective date:* This franchise agreement shall be effective upon its approval by the mayor and council and execution by the city and MediaOne of Colorado, Inc.
- (h) *Effect of acceptance:* By accepting the franchise and executing this franchise agreement, the franchisee: (1) acknowledges and accepts the city's legal right to grant the franchise, to enter into this franchise agreement, and to enact and enforce ordinances and regulations related to the franchise; (2) agrees that it will not oppose participation by the city in any proceeding affecting the franchisee's cable system; (3) accepts and agrees to comply with each provision of this agreement; and (4) agrees that the franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.
- (i) *Claims related to prior franchise:* The prior franchise is terminated as of the effective date of this franchise and superseded prospectively.
- (j) *No waiver:*
 - (1) The failure of the city on one or more occasions to exercise a right or to require compliance or performance under this franchise agreement, city Code of Ordinances or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the franchisee, unless such right or such compliance or performance has been specifically waived in writing.
 - (2) Waiver of a breach of this agreement shall not be construed as a waiver of any other breach, whether similar to or different from that waived. Neither the granting of the franchise, nor any provision herein, nor any action by the city hereunder shall constitute a waiver of, or a bar to, the exercise of any governmental right or power of the city, including the right of eminent domain.
- (k) *No recourse:* The franchisee shall have no recourse against the city for any loss, cost, expense, claim, liability or damage arising out of any action undertaken or not undertaken by franchisee pursuant to the franchise, this franchise agreement or the city Code of Ordinances, whether or not such action or non-action was required by the franchise, the agreement or the city Code of Ordinances, arising out of the enforcement or non-enforcement by the city of any provision or requirement of this agreement or the city Code of Ordinances, or otherwise arising out of the franchise, the agreement or the city Code of Ordinances, except as otherwise expressly permitted by federal law or this agreement.
- (l) *Amendment of franchise agreement:* The city shall liberally amend this franchise agreement upon the application of the franchisee whenever necessary to enable the franchisee to take advantage of developments in the field of cable communications which, in the city's opinion, will afford the franchisee an opportunity to serve its subscribers and potential subscribers more efficiently, effectively and economically. Such amendments shall be subject to such conditions as the city determines are reasonably necessary to protect the public interest and consistent with applicable law.
- (m) *Regional equity:* In the event franchisee or any of its affiliates shall enter into any other cable television franchise with any political subdivision in Cobb County, Georgia, in which franchisee or its affiliate commits to make technological improvements or upgrade not currently available in the city, or otherwise provide such improvements or upgrade in any such other political subdivision, franchisee shall notify the city of same within 30 days of the effective date of the other franchise, or if such improvements or upgrade are not required by a franchise then within 90 days prior to the commencement of such improvements or upgrade. In the notification, franchisee shall submit a schedule for providing these system enhancements in the city; provided, however, that franchisee is able to recoup its costs in a manner consistent with the terms in the other community(ies).
- (n) *Level playing field:* The city shall not authorize or permit any person, including the city itself, to provide video programming service and/or cable service using the public rights-of-way on terms, which on balance, are more favorable or less burdensome to such person than those applied to the

franchisee pursuant to this agreement, in order that one operator not be granted an unfair advantage over another, and to provide all parties equal protection under the law.

(o) *Franchise transfers.*

- (1) *City approval required.* No franchise transfer, as such is defined in this agreement, shall occur without prior written application to and written approval of the city council by an ordinance or resolution enacted after a public hearing, and only then upon such terms and conditions as the city council reasonably deems necessary and proper. Approval shall not be unreasonably withheld. Any purported franchise transfer made without such prior approval shall be void and shall be cause for the city to revoke the franchise agreement. A grant of a franchise involves personal credit, trust, and confidence in the franchisee, and franchise transfer without the prior written approval of the city council shall be considered to impair the city's assurance of due performance. The granting of approval for a franchise transfer in one instance shall not render unnecessary approval of any subsequent franchise transfer. In the event of an acquisition, transfer, sale or assign of the franchisee's right, title, or interest in the franchise to an entity controlling, controlled by, or under common control with the franchisee, the franchisee shall provide written notification of the transaction and any supporting documentation the city may reasonably require to verify that the transaction does not constitute a franchise transfer as defined in this agreement.
- (2) *Application.*
 - a. The franchisee shall promptly notify the city clerk in writing of any proposed franchise transfer. If any franchise transfer should take place without prior notice to the city, the franchisee will promptly notify the city clerk in writing that such a franchise transfer has occurred.
 - b. At least 120 calendar days prior to the contemplated effective date of a franchise transfer, the franchisee shall submit to the city clerk an application for approval of the franchise transfer. Such an application shall provide information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee.
 - c. Within 30 days of receiving a franchise transfer request, the city shall notify the franchisee in writing of any additional information it reasonably requires to determine the legal, financial, and technical qualification of the transferee.
- (3) *Determination by city.*
 - a. In making a determination as to whether to grant, deny, or grant subject to conditions an application for approval of a franchise transfer, the city council shall consider the legal, financial, and technical qualifications of the transferee to operate the system and any other considerations allowable under federal law.
 - b. The city shall make its determination in accordance with any time limits imposed by federal law, including under 47 U.S.C. § 537.
- (4) *Transferee's agreement.* No application for approval of a franchise transfer shall be granted unless and until the proposed transferee submits an agreement in writing that it will abide by and accept all terms of this franchise agreement, and that it will assume the obligations and liabilities, known and unknown, of the previous franchisee under this franchise agreement for all purposes, including renewal, unless the city council approves a modification of the franchise agreement in conjunction with its approval of the franchise transfer, in which case the proposed transferee's agreement shall refer to the franchise agreement as so modified.
- (5) *Approval does not constitute waiver.* Approval by the city council of a franchise transfer does not constitute a waiver or release of any of the rights of the city under this franchise agreement, whether arising before or after the date of the franchise transfer; however, upon approval of a franchise transfer, the former franchisee shall be released from prospective liability under the franchise.

[Section] 3. - Regulation and oversight.

- (a) *Inspection of records:* The city shall have the right to inspect and copy at any time during normal business hours at an office of the franchisee located in the metropolitan Atlanta area, all books, receipts, maps, plans, financial statements, contracts, service complaint logs, performance test results, records of requests for service, computer records, codes, programs, and disks or other storage media and other like material which are reasonably necessary to monitor compliance with the terms of this franchise agreement, or applicable law, except such records as are privileged or protected from disclosure under applicable law. The franchisee shall be required to maintain such books and records for a period of three years.
- (b) *Files for public inspection:* The franchisee shall maintain a file of records open to public inspection in accordance with applicable FCC rules and regulations.
- (c) *Performance evaluation:* The city may, at its discretion, hold performance evaluation sessions, but not more frequently than once every three years except as otherwise agreed to by franchisee. All such evaluation sessions shall be open to the public, and announced in a newspaper of general circulation. Franchisee shall be notified by mail. Topics that may be discussed at such evaluation session may include, but are not limited to: System performance and construction, franchisee compliance with this franchise agreement, customer service and complaint response, Subscriber privacy, services provided, programming offered, service rate structures, franchise fees, penalties, free or discounted services, applications of new technologies, judicial and FCC filings, and line extensions.
- (d) *Confidential and proprietary information:* The city agrees to protect any information disclosed by the franchisee pursuant to this agreement and designated as "confidential and proprietary" to the fullest extent permitted by the Georgia Open Meetings Law, Georgia Open Records Law and other applicable state and federal laws.
- (e) *Franchisee to comply:* The franchisee shall take all reasonable steps required, if any, to ensure that it is able to provide the city all information which must be provided or may be reasonably requested under this franchise agreement. Notwithstanding the above, nothing in this franchise agreement shall be read to require the franchisee to violate 47 U.S.C. § 551.
- (f) *Customer complaints:* Within seven business days of receiving a customer complaint from the city, the franchisee shall provide the city with a report on the status of its resolution and the corrective steps, if any, being taken by the franchisee.
- (g) *Customer service standards:* The franchisee shall at all times comply with the FCC customer service standards.

[Section] 4. - Provision of cable service.

- (a) *Service availability:* The franchisee shall make cable service available to all persons requesting service located within 150 feet from the termination of the cable system, or the number of potential subscribers to be passed by such extension is equal to or greater than six potential households per quarter mile measured from any point on the system. Plant extensions of 150 feet or less shall be completed within 90 days from the franchisee's receipt of the request from a potential subscriber.
- (b) *Extended service availability:* In the event that the requirements set forth in the foregoing paragraph (a) are not met, the franchisee shall upon the agreement of the potential subscriber extend its cable system based upon the following cost-sharing formula. The franchisee shall contribute an amount equal to the construction costs per mile multiplied by the length of the extension in miles, multiplied by a fraction where the numerator equals the number of households per quarter mile at the time of the request and the denominator equals six. Households requesting service as of the completion of construction can be required to bear the remainder of the total construction costs on a pro rata basis. The "construction costs" are defined as the actual turnkey cost to construct the entire extension including lines, materials, electronics, pole make-ready charges, and labor, but not the cost of drops.

Plant extensions greater than 150 feet shall be completed within six months of the franchisee's receipt of payment of at least 50 percent of the requesting subscriber's cost.

(c) *Service to government facilities:*

- (1) The franchisee shall, upon written request of the city, install, at no charge, at least one service outlet at all city buildings and all primary and secondary education public and private schools within the franchise area and shall install and charge only its reasonable costs for any additional service outlets requested for such locations, so long as such additional installations will not interfere with the quality and operation of the franchisee's system or signal thereon, and the quality and manner of installation of such additional outlets shall have been approved by the franchisee (which approval shall not be unreasonably withheld) and shall comply with all city, state and federal laws and regulations. The city agrees to pay for the costs to extend plant to any city buildings, public or private schools to the extent they are located more than 150 feet from the existing feeder cable. The franchisee shall provide basic cable service and expanded basic cable service to all outlets in such buildings free of charge. The cable service provided hereunder shall not be used for commercial purposes and shall not be located in areas open to the public.
- (2) Cable modem service: Franchisee will install one cable modem and provide free internet access service to city hall, the city police station, the city public works department, the city parks and recreation department, and the Southern Museum of Civil War and Locomotive History and at each consenting public library and public and private elementary and secondary school within the franchise area at no charge. The city agrees to pay for the costs to extend plant to the facilities listed above to the extent they are located more than 150 feet from the existing feeder cable. Franchisee will provide initial training in conjunction with such additional equipment and services at no charge. The city hereby agrees that such service shall be subject to the franchisee's standard residential service agreement as such may be amended from time to time.
- (3) Franchisee held harmless: The city shall hold the franchisee harmless from any and all liability or claims arising out of the provision and use of cable modem service and cable service required by this agreement.

[Section] 5. - System facilities, equipment and services.

- (a) *System:* The franchisee's cable system shall at all times meet or exceed its capacity and quality as of the last day of the prior franchise. Upon completion of the upgrade pursuant to section 5(c) of this agreement:
 - (1) The system shall have a rating of at least 750 MHz on all active components and a capacity of at least 80 6-Mhz analog channels downstream to all subscribers.
 - (2) The system shall at a minimum utilize a fiber-optic backbone trunk configuration and an active two-way, status-monitored hybrid fiber/coaxial (HFC) network. A single fiber node will serve no greater than 2,000 households. The system shall include a fiber management distribution system, with fiber transmission panels, fiber distribution frames and fiber terminating connection modules. It shall be sized to accommodate migration to smaller node sizes of 500 to 1,000 homes passed and the dedication of a laser per two nodes.
 - (3) There shall be no more than ten active components in a cascade as measured from the headend to the subscriber.
 - (4) The franchisee shall provide, install, maintain the equipment necessary for the downstream delivery of PEG access programming. The city shall be responsible for the quality of any upstream PEG access signals.
 - (5) The system shall be capable of continuous 24-hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following extraordinary storms that adversely affect utility services or damage major system components.

- (6) The system shall be capable of operating over an outdoor temperature range of -20 degrees F to +120 degrees F and over variation in supply voltages from 105 to 130 volts AC without catastrophic failure or irreversible performance changes.
- (7) The system shall meet all specifications as set forth herein over an outdoor temperature range of 0 degrees F to 100 degrees F and over variation in supply voltages from 105 to 130 volts AC.
- (8) The system shall be operated in such a manner as to avoid causing interference with the reception of off-the-air signals by a subscriber.
- (9) Except to the extent the city may construct and maintain the upstream connection for PEG access signals, the franchisee shall maintain the upstream and downstream capacity of the system at a level commensurate with the applicable FCC technical standards.
- (10) The system shall use equipment generally used in high-quality, reliable, modern systems of similar design, including but not limited to back-up power supplies capable of providing power for two hours in the event of an electrical outage. The obligation to provide back-up power supplies requires franchisee to provide back-up power supplies at each fiber optic node and the headend. The obligation to provide backup power supplies requires the franchisee to install equipment that will (a) cut in automatically on failure of commercial utility AC power, (b) revert automatically to commercial power when it is restored, and (c) prevent the standby power source from powering a "dead" utility line. In addition, the design and construction of the system shall include modulators, antennae, amplifiers and other electronics that permit and are capable of passing through the signals received at the headend without substantial alteration or deterioration.
- (11) The headend shall be capable of providing at least 200 channels using a mix of analog, digital, or other transmission technologies and generate signals of high quality throughout the franchise area (including on channels retransmitting upstream signals received through the headend), and the headend shall have adequate ventilation and space to be able to meet or exceed applicable design and technical requirements. It shall be a master headend capable of delivering similar services throughout the areas of Cobb County served by franchisee and its affiliates as of the completion of the cable system upgrade required herein in all such areas. The headend shall be interconnected with hub sites by means of a high speed transport network, on a redundant basis.
- (12) The cable system shall allow all analog channels on the basic broadcast service tier to be received by cable-ready television sets without the aid of a converter, and shall minimize to the maximum extent feasible, interference with consumer electronic equipment. This section 5(a)(12) shall not apply to premium, pay-per-view or ala carte service offerings by the franchisee.
- (13) The capability must exist for subscribers to be able to block out audio and video at least on all premium and pay-per-view channels, and video on all channels.
- (14) All closed-caption programming retransmitted by the system shall include the closed-caption signal.
- (15) All system connectors shall have waterproofing, all system expansion loops shall be properly formed, all components including drops shall be properly grounded, and adequate spacing shall be maintained from power conductors.

Notwithstanding this paragraph 5(a) and the subsections therein, the transmission technology and design of the system may be subject to change at the discretion of the franchisee so long as the system remains in compliance with FCC technical standards.

- (b) *System upgrade process and term adjustment:* The franchisee commits to completing an upgrade that meets the technical requirements of this section 5. The franchisee will provide the city with a construction schedule for the upgrade as soon as such a schedule is available, and will provide the city with any updates necessary to keep the schedule accurate. Franchisee will stage its construction in accordance with sound and reasonable engineering practices and non-discriminatory business

practices. In the event franchisee substantially completes the upgrade in the city within 12 months from the effective date of this franchise, the term of this franchise shall be automatically increased by five years. In the event franchisee substantially completes the upgrade in the city within 24 months from the effective date of this franchise, the term shall be automatically increased by two years.

- (c) *Interconnection:* The franchisee's cable system shall remain interconnected with other systems operated in Cobb County and the greater Atlanta Metropolitan area, at least to the extent such interconnection was in place on the last day of the prior franchise, and to the extent other cable operators agree to continue interconnection on such terms as were in place on the last day of the prior franchise. The upgraded system shall be designed so that it may be interconnected with any or all other systems or similar communications systems in the area. Interconnection of systems may be made by direct cable connection, microwave link, satellite or other appropriate methods.
- (d) *Basic tier:* Franchisee shall comply with federal law pertaining to the availability of local broadcast and PEG access channels on the basic programming tier.
- (e) *Emergency alert systems:* The franchisee shall comply with federal rules and regulations pertaining to emergency alert systems.

[Section] 6. - Channels and facilities for public, educational and governmental use.

(a) *Access channels:*

- (1) The franchisee shall continue to provide and maintain channels, facilities, personnel, and financial support for public, educational, and governmental (PEG) use at least to the same extent as was being provided on the last day of the prior franchise, including but not limited to TV23 as such is produced by Cobb County. The franchisee shall provide for the timely repair and replacement of all of its access equipment being used by the city, schools, other public institutions, or any of their designated providers, in producing or providing public, educational, or governmental programming, including equipment provided under or used during the prior franchise. Franchisee will not be responsible for repairing or replacing equipment owned by the city or other entities not affiliated with franchisee.
- (2) Once the franchisee has increased the channel capacity of its system pursuant to the upgrade required in section 5, in addition to the requirements of subsection 6(a)(1), the city may require the franchisee to make available one additional standard (6 MHz) video channel for public, educational or governmental programming. The city shall provide the franchisee at least six months advance written notice of its decision to exercise the authority under this section 6(a)(2).
- (3) Upon six months advance written notice from the city, the franchisee shall provide local audio/video insertion capability (including hybrid fiber/coax connection to headend, splice panel, modulator, reverse laser transmitter, and headend switching hardware), at a site in the franchise area as designated by the city, for purposes of PEG programming so that such programming may be delivered to subscribers within the franchise area. Within 60 days of receipt of such notice from the city, the franchisee and the city shall enter into good faith negotiations to determine the responsibility for the costs associated with such insertion capability.
- (4) The dedicated access channels to be provided under this franchise agreement shall be in use and programmed with qualified PEG access programming during at least 80 percent of the cumulative time between the test hours of 5:00 p.m. and midnight, Monday through Friday, for a period of ten consecutive weeks. All qualified programming shall count in this measurement for actual running time shown. Repeat programs are qualified programming only to a maximum of 25 percent of total qualified programming. Programs that are neither locally produced nor programming related to the franchise area are qualified programming only to a maximum of 50 percent of total qualified programming. Any program broadcast locally within three years of the measurement period is not qualified programming.

For purposes of this section:

Broadcast locally means transmitted on the signal of a local commercial television station or a qualified local noncommercial educational television station with signal carriage rights on the franchisee's system pursuant to 4 U.S.C. § 535, as in effect on the effective date of this agreement.

Repeat program means the running time of any program only to the extent it is shown more than two times during the test hours over the ten week measurement period.

Locally produced programming means programming produced within the franchise area or produced by a resident or local business, or any agency, public or private, which provides services to businesses or residents within the franchise area regardless of the location at which the programming was produced.

Programming related to the franchise area means programming which addresses the educational, political, social or cultural interests of any segment of the businesses or residents of the franchise area.

Qualified PEG access programming includes video bulletin board material only if the material consists of multiple and different text (or video and text) screens transmitted to different subscribers simultaneously. The term does not include video bulletin board material such as character generated or similar material to the extent the same text (or video and text) screen is sent simultaneously without variation to all system subscribers; or non-video, data uses of the system by subscribers.

To avoid under-utilization of PEG access channels other than the first channel dedicated, upon 30 days notice to city, franchisee may make use of any access channel for its own purposes if, for a period of ten consecutive weeks, said channel no longer fits the above criteria. Upon 180 days notice, the city may reclaim use of such channel(s) for transmission of access programming.

- (b) *Access and program support:* Upon the request of the city, the franchisee shall provide up to 20 hours of training in the use of PEG access equipment and assistance in the production of PEG programming.
- (c) *Management of channels:* The city and other franchising authorities using PEG access channels may designate one or more entities, including a nonprofit access management corporation, to manage the use of all or part of the public, educational, and governmental access channels.
- (d) *Capital equipment grants:* Upon 90 days advance written notice by the city, franchisee shall provide the city with grants not to exceed an amount equal to ten cents (\$.10) per month per subscriber within the franchise area, to be used in the city's discretion but solely for government and educational access equipment. Such grants shall be payable quarterly on the same schedule as the franchisee's franchise fee payments. Franchisee's obligation to make such grants shall be contingent upon the city committing to match such grants with equal funds to be used for the same purposes and to hold such funds in a special account for such purposes and representing that all previous grants and matching funds shall have been expended for government and/or educational access purposes no later than 60 days following each calendar year. The city shall make such documentation available upon request.
- (e) *Costs and payments not franchise fees:* For the purposes of this agreement, the parties agree that any costs to the franchisee associated with the provision of support for public, educational or governmental access pursuant to this franchise agreement, including but not limited to the grants described in Section 6(d), do not constitute and are not part of a franchise fee, and fall within one or more of the exceptions to 47 U.S.C. § 542.
- (f) *Editorial control:* Except as expressly permitted by federal law, the franchisee shall not exercise any editorial control over the content of programming on the designated access channels (except for franchisee's own programming cablecast on those channels).
- (g) *Hold harmless:* The city agrees to hold the franchisee harmless from and against any and all liability resulting from the use of the city's designated channel for PEG by the city or its designee.

[Section] 7. - Franchise fee.

- (a) *Franchise fee payments:* Each year during the franchise term, as compensation for use of public rights-of-way, the franchisee shall pay to the city, on a quarterly basis, franchise fees in the amount

of five percent of the franchisee's gross revenues. Revenue from the provision of non-cable services over the cable system shall not be subject to the franchise fee required hereunder but may be subject to fees or taxes under a separate franchise or authorization as may be required under applicable federal, state, or local law.

- (b) *Franchise fee report:* The city shall be furnished at the time of each payment with a statement certifying the franchisee's gross revenues for the payment period. Payments shall be made to the city no later than 30 days following the end of each calendar quarter.
- (c) *Interest on late payments:* In the event any franchise fee or other payment is not made on or before the date specified herein, the franchisee shall pay interest charges computed from such due date, at an annual rate equal to one percent per month.
- (d) *No accord or satisfaction:* No acceptance of any payment by the city shall be construed as a release or an accord and satisfaction of any claim the city may have for further or additional sums payable as franchise fees under this agreement or for the performance of any other obligation of the franchisee.
- (e) *Franchise fees subject to audit:* The city shall have the right to inspect all reasonably necessary records and the right to audit and to recompute any amounts determined to be payable under this franchise agreement up to two years from the date the payment is received by the city. The franchisee shall be responsible for providing the records to the city at an office located within the metropolitan Atlanta area. Such records shall be maintained for at least two years. Should the audit reveal underpayments in excess of ten percent of the total franchise fees paid by the franchisee for the audit period, the franchisee shall reimburse the city for all reasonable audit costs, such costs not to exceed \$5,000.00. Any additional amounts due to the city as a result of the audit shall be paid within 30 days following written notice to the franchisee by the city of the underpayment, which notice shall include a copy of the audit report. If recomputation results in additional revenue to be paid to the city, such amount shall be subject to interest as specified in section 10(d)(2).
- (f) *Franchise fees not a tax:* The franchise fee is not a tax, license or fee subject to any requirement of voter approval, but rather is a rental charge for special and individualized use of public property and the administrative costs of such use and the franchise under which such use is granted. The franchise fee is in addition to all other fees and all taxes and payments that a franchisee or other person may be required to pay under any federal, state, or local law, including any applicable property and amusement taxes, except to the extent that such fees, taxes, or assessments are a franchise fee under 47 U.S.C. § 542.

[Section] 8. - Insurance and indemnification.

- (a) *Insurance required:* Franchisee shall maintain throughout the entire length of the franchise period, at least the following liability insurance coverage insuring the city and the franchisee: worker's compensation and employer liability insurance to meet all requirements of Georgia law and comprehensive general liability insurance with respect to the construction, operation, and maintenance of the cable system, and the conduct of the franchisee's business in the city, in the minimum amounts of:
 - (1) \$1,000,000.00 for property damage resulting from any one accident;
 - (2) \$2,000,000.00 for personal bodily injury or death resulting from any one accident; and
 - (3) \$2,000,000.00 for all other types of liability.

Neither the provisions of this section nor any damages recovered by the city shall be construed to limit the liability of franchisee for damages under the franchise.

- (b) *Qualifications of sureties:* All insurance policies shall be with sureties qualified to do business in the State of Georgia, with an B+7 or better rating of insurance by Best's Key Rating Guide, Property/Casualty Edition, and in a form approved by the city, such approval shall not be unreasonably withheld.
- (c) *Policies available for review:* The franchisee shall keep on file with the city certificates of insurance.

- (d) *Additional insureds; prior notice of policy cancellation:* The franchisee's general liability insurance policies shall list the city, its officials, boards, board members, commissions, commissioners and employees as additional insureds and shall further provide that any cancellation or reduction in coverage shall not be effective unless 30 days' prior written notice thereof has been given to the city clerk. Franchisee shall not cancel any required insurance policy without submission of proof that the franchisee has obtained alternative insurance reasonably satisfactory to the mayor and council which complies this franchise agreement.
- (e) *Failure constitutes material violation:* Failure to comply with the insurance requirements set forth in this section shall constitute a material violation of the franchise.
- (f) *Indemnification:*
- (1) Franchisee shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, board members, commissions, commissioners and employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, maintenance, or operation of its cable system; copyright infringements or a failure by the franchisee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by the cable system; the conduct of the franchisee's business in the city; or in any way arising out of the granting of the franchise or franchisee's enjoyment or exercise of this franchise, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this franchise agreement.
 - (2) Specifically, but not by way of limitation on the scope of (1) above, franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the city, and in their capacity as such, the officers, and employees thereof, from and against any and all claims, suits, actions, liability, and judgments for damages or otherwise subject to Section 638 of the Cable Act, 47 U.S.C. § 558, arising out of or alleged to arise out of the installation, construction, operation, or maintenance of its system, including but not limited to any claim against the franchisee for invasion of the right of privacy, defamation of any person, or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other similar right of any person. This indemnity does not apply to programming carried on any channel set aside for public, educational, or government use, or channels leased pursuant to 47 U.S.C. § 532, unless the franchisee was in any respect engaged in determining the editorial content of the program, or prescreened the programming for the purported purpose of banning or regulating indecent or obscene programming.
 - (3) The aforesaid indemnification provisions include, but are not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit, or proceeding prior to franchisee assuming such defense. The city shall notify franchisee of claims and suits as soon as practicable, but failure to give such notice shall not relieve franchisee of its obligations hereunder. Once franchisee assumes such defense, the city may at its option continue to participate in the defense at its own expense.
 - (4) Notwithstanding anything to the contrary contained in this agreement, the city shall not be so indemnified or reimbursed in relation to any amounts attributable to the city's own comparable or proportionate negligence, willful misconduct, intentional or criminal acts, including in the performance of its obligations under this franchise agreement.
- (g) *Performance bond:*
- (1) Prior to the cable system upgrade, the franchisee shall establish in the city's favor a performance bond to ensure the franchisee's faithful performance of the upgrade. The amount of such performance bond shall be equal \$50,000.00.
 - (2) In the event a franchisee subject to such a performance bond fails to complete the cable system upgrade in the public right-of-ways in a safe, and competent manner, after notice and a reasonable opportunity to cure, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including

the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the franchisee, or the cost of restoring or repairing the public right-of-ways.

- (3) Upon receipt of written certification of the completion of the system upgrade and any further information the city may reasonably require to verify such, the franchisee shall replace the \$50,000.00 bond with a performance bond in the amount of \$10,000.00. Such \$10,000.00 shall remain in place for the remainder of the franchise term or such time as the city provides written notice releasing the franchisee from the bond obligation.
- (4) The performance bond shall be issued by a surety with an B+7 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the city attorney, which approval shall not be unreasonably withheld.
- (5) Failure to maintain the performance bond shall constitute a material violation of a franchise.

[Section] 9. - Enforcement and termination of franchise.

- (a) *Notice of violation:* In the event that the city believes that the franchisee has not complied with the terms of the franchise agreement, the city shall informally discuss the matter with franchisee. If these discussions do not lead to resolution of the problem, the city shall notify the franchisee in writing of the exact nature of the alleged noncompliance.
- (b) *The franchisee's right to cure or respond:* The franchisee shall have 30 days from receipt of the notice described in section 9(a): (1) to respond to the city, contesting the assertion of noncompliance, or (2) to cure such default, or (3) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the city of the steps being taken and the projected date that they will be completed.
- (c) *Public hearing:* In the event that the franchisee fails to respond to the notice described in subsection 9(a) pursuant to the procedures set forth in subsection 9(b), or in the event that the alleged default is not remedied within 30 days or the date projected pursuant to 9(b)(3) above, if it intends to continue its investigation into the default, then the city shall schedule a public hearing. The city shall provide the franchisee at least ten days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the franchisee the opportunity to be heard.
- (d) *Enforcement:* Subject to applicable federal and state law, in the event the city, after the hearing set forth in subsection 9(c), determines that the franchisee is in default of any provision of the franchise, the city may:
 - (1) Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - (2) Commence an action at law for monetary damages or seek other equitable relief; or
 - (3) In the case of a substantial default of a material provision of the franchise, seek to revoke the franchise in accordance with subsection 9(e).
- (e) *Revocation:* Should the city seek to revoke the franchise after following the procedures set forth in subsections 9(a)-(d) above, the city shall give written notice to the franchisee of its intent. The notice shall set forth the exact nature of the noncompliance. The franchisee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the city has not received a satisfactory response from the franchisee, it may then seek termination of the franchise at a public hearing. The city shall cause to be served upon the franchisee, at least 30 days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the franchise.

At the designated hearing, the city shall give the franchisee an opportunity to state its position on the matter, after which it shall determine whether or not the franchise shall be revoked. The franchisee may appeal such determination to an appropriate court, which shall have the power to review the decision of the city de novo. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the city.

The city may, at its sole discretion, take any lawful action which it deems appropriate to enforce the city's rights under the franchise in lieu of revocation of the franchise.

[Section] 10. - Miscellaneous provisions.

- (a) *Governing law:* This franchise agreement was made in and shall be governed in all respects by the law of the State of Georgia.
- (b) *Notices:* Unless otherwise expressly stated herein, notices required under this franchise agreement shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party, but each party may only designate one entity to receive notice.
 - (1) Notices to the franchisee shall be mailed to:
AT&T Broadband
2925 Courtyards Drive
Norcross, Georgia 30071
Attention: Legal Department
 - (2) Notices to the city shall be mailed to:
City Clerk
City of Kennesaw
2529 J. O. Stephenson Ave.
Kennesaw, Georgia 30144
- (c) *Time of essence:* In determining whether the franchisee has substantially complied with this franchise agreement, the parties agree that time is of the essence.
- (d) *Captions:* The captions and headings of this agreement are for convenience and reference purposes only, and shall not affect in any way the meaning and interpretation of any provisions of this agreement.
- (e) *Integration:* This agreement sets forth the entire agreement between the parties respecting the subject matter hereof. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the subject matter of this agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby.
- (f) *Severability:* In the event that a court or agency of competent jurisdiction declares by final decision that any provision of this franchise agreement is unenforceable according to its terms or is otherwise void, said provision shall be considered a separate, distinct and independent part of this agreement, and such declaration shall not affect the validity and enforceability of all other provisions of this agreement. Alternatively, the city and the franchisee may agree to modify any such provisions to the reasonable extent necessary to make such provision enforceable in light of any ruling of a court of competent jurisdiction if such modifications are consistent with the full intent and purposes of this agreement.
- (g) *Preemption:* In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this agreement, then, subject to the city's rights under the foregoing subsection, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the city.
- (h) *Notification of conflict:* As soon as reasonably practicable following knowledge thereof, the franchisee shall notify the city of any point of conflict believed to exist between this agreement and

any other provisions of law. By executing this agreement, franchisee represents that they are not aware of any such conflict at the time of such execution.

- (i) *Force majeure*: The franchisee shall not be deemed in default of provisions of this franchise agreement where performance was hindered by war or riots, civil disturbances, floods, strikes or natural catastrophes beyond the franchisee's control, and a franchise shall not be revoked or a franchisee penalized for such noncompliance, provided that the franchisee takes prompt and diligent steps to bring itself back into compliance and to comply as soon as reasonably possible under the circumstances with its franchise without unduly endangering the health, safety, and integrity of the franchisee's employees or property, or the health, safety, and integrity of the public, public right-of-ways, public property, or private property.

(Ord. No. 2001-33, § 1, 11-19-01)

RESOLUTION NO. 2002-07

CONSENT TO CHANGE OF CONTROL AND INTERNAL RESTRUCTURING FOR CABLE TELEVISION FRANCHISE

WHEREAS, the cable franchise holder ("Franchisee") in Kennesaw, Georgia ("Franchise Authority") is an indirect subsidiary of AT & T Corp. ("AT & T"), and AT & T intends to merge with Comcast Corporation ("Comcast") to create a new company to be known as AT & T Comcast Corporation ("AT & T Comcast") pursuant to the terms of an Agreement and Plan of Merger dated December 19, 2001 by and among AT & T Corp., AT & T Broadband Corp., Comcast Corporation and certain of their respective affiliates, and a Separation and Distribution Agreement dated December 19, 2001 by and between AT & T Corp. and AT & T Broadband Corp. (the "Merger"); and

WHEREAS, prior to the Merger, pursuant to an internal corporate restructuring, the cable franchise or stock of the Franchisee, or indirect ownership of the Franchisee, may be transferred through one or more internal transfer or mergers to another direct or indirect subsidiary of AT & T, or Franchisee may elect as permitted by law to convert or reorganize its legal form to a limited liability company (together with the Merger, the "Transactions"); and

WHEREAS, following the Transactions, the resulting entity will be controlled by AT & T Comcast but will continue to operate the System and continue to hold and be responsible for performance of the cable franchise; and

WHEREAS, Franchisee and AT & T Comcast have requested that Franchise Authority consent to the Transactions in accordance with the requirements of the cable franchise and have filed an FCC Form 394 ("Transfer Application") with the Franchise Authority requesting such consent Transactions; and

WHEREAS, the Franchise Authority has reviewed the Transfer Application, examined the legal, financial and technical qualifications of AT & T Comcast, followed all required procedures in order to consider and act upon the Transfer Application, and considered the comments of all interested parties.

WHEREAS, the Franchise Authority is willing to consent to the Transactions.

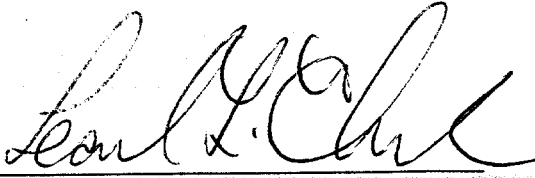
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Franchise Authority hereby consents to the Transaction in accordance with the terms of the cable franchise and applicable law.

SECTION 2. This Resolution shall be deemed effective upon adoption.

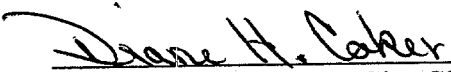
SECTION 3. This Resolution shall have the force of a continuing agreement with Franchisee and AT & T Comcast, and Franchise Authority shall not amend or otherwise alter this Resolution without the consent of Franchisee and AT & T Comcast.

PASSED, ADOPTED AND APPROVED This 18th day of March 2002.

By: 
Leonard L. Church, Mayor

Name of Community: Kennesaw (Cobb), Georgia

ATTEST:


Title: Diane H. Coker, City Clerk



CITY COUNCIL AGENDA SUBMISSION FORM

CITY COUNCIL MEETING OF March 18, 2002
SUBMITTING DEPARTMENT City Manager's Office
SPONSORED BY COUNCILMAN Bob Baker

TITLE OF ITEM: RESOLUTION #2002-07 TO CONSENT TO CHANGE OF CONTROL AND INTERNAL RESTRUCTURING FOR CABLE TELEVISION FRANCHISE FOR THE CITY OF KENNESAW

AGENDA COMMENTS: ATT Broadband, the current franchise holder of a cable television franchise for the City of Kennesaw has applied for approval of a transfer of its cable television franchise to the ATT Comcast Corporation. The new company will be bound by all provisions of the cable television franchise approved by the City in November, 2001. ATT Broadband has filed the federally mandated Form FCC 394 with the City to initiate this franchise transfer and the Form 394 and the accompanying supporting information regarding the capacity of ATT Comcast Corporation to operate the franchise according to the City's established standards appears to be in order.

The franchise ordinance with ATT Broadband requires the City's approval in order to proceed with this transfer. The attached resolution is the prescribed instrument to accomplish the transfer.

Recommend approval.

FUNDING LINE: N/A

APPROVED BY:

Department Head N/A

City Manager T. Michael McDowell

City Clerk Diane Coker

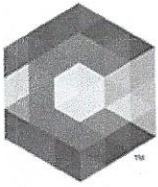
DATE OF CITY COUNCIL FINAL ACTION _____

ACTION BY CITY COUNCIL:



AT&T Comcast Corporation

Form 394
Application

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Summary

Details			
Name	Comcast of Georgia/Virginia, Inc.		
Status	Merged	Formation date	05/10/1993
ID number	19931048968	Form	Corporation
Periodic report month	January	Jurisdiction	Colorado
Principal office street address	1701 JOHN F. KENNEDY BLVD., PHILADELPHIA, PA 19103-2838, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	C T CORPORATION SYSTEM
Street address	1675 Broadway Ste 1200, Denver, CO 80202, United States
Mailing address	n/a

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History and Documents

03/02/2020 10:49

Name: Comcast of Georgia/Virginia, Inc.

ID number: 19931048968

Found 51 matching record(s). Viewing page 1 of 1.

#	Event	Date Filed	Date Posted	EffectiveDate	Document # (click to view)	Comment
1	Articles of Incorporation	05/10/1993	05/10/1993	05/10/1993 12:00 AM	19931048968	U S WEST CABLE CORPORATION
2	Entity Name Change	09/16/1993	09/16/1993	09/16/1993 12:00 AM	19931098729	U S WEST CABLE CORPORATION
3	Report Printed	04/17/1995	04/17/1995	04/17/1995 12:00 AM		CR - 05/01/95 - 07/31/95
4	Amendment	06/16/1995	06/16/1995	06/16/1995 12:00 AM	19951078814	CHANGE RORA
5	Report	07/24/1995	07/24/1995	07/24/1995 12:00 AM	19951093613	CORP REPORT
6	Report Printed	04/18/1997	04/18/1997	04/18/1997 12:00 AM		CR - 05/01/1997 - 07/31/1997
7	Report	07/29/1997	07/29/1997	07/29/1997 12:00 AM	19971119737	PERIODIC REPORT
8	Entity Name Change	04/13/1998	04/13/1998	04/13/1998 12:00 AM	19981068399	U S WEST MULTIMEDIA COMMUNICATIONS, INC.
9	Surviving Entity In Merger	06/11/1998	06/11/1998	06/11/1998 12:00 AM	19981108118	MEDIAONE, INC. (NONSURVIVOR/NOT QUALIFIED)
10	Entity Name Change	09/16/1998	09/16/1998	09/16/1998 12:00 AM	19981167411	MEDIAONE GROUP, INC.
11	Report Printed	04/15/1999	04/15/1999	04/15/1999 12:00 AM		CR - 05/01/1999 - 07/31/1999
12	Report	06/14/1999	06/14/1999	06/14/1999 12:00 AM	19991112412	PERIODIC REPORT
13	Report Printed	04/20/2001	04/20/2001	04/20/2001 12:00 AM		PR - 05/01/2001 - 07/31/2001
14	Amendment	05/31/2001	05/31/2001	05/31/2001 12:00 AM	20011109836	CHANGE RORA
15	Report	05/31/2001	05/31/2001	05/31/2001 12:00 AM	20011109836	CORP REPORT
16	Report Printed	04/19/2002	04/19/2002	04/19/2002 12:00 AM		PR - 05/01/2002 - 07/31/2002
17	Report	04/26/2002	04/26/2002	04/26/2002 12:00 AM	20021110330	CORP REPORT
18	Entity Name Change	11/19/2002	11/19/2002	11/19/2002 12:00 AM	20021320959	MEDIAONE OF COLORADO, INC.
19	Report Printed	04/16/2003	04/16/2003	04/16/2003 12:00 AM		PR - 05/01/2003 - 07/31/2003
20	Report	07/03/2003	07/03/2003	07/03/2003 12:00 AM	20031214884	CORP REPORT
21	Surviving Entity In Merger	02/10/2004	02/10/2004	02/10/2004 12:00 AM	20041049207	COMCAST MO INVESTMENTS HOLDINGS, INC. (QUAL SURV)
22	Report Printed	04/15/2004	04/15/2004	04/15/2004 12:00 AM		PR - 05/01/2004 - 07/31/2004
23	Report	07/09/2004	07/09/2004	07/09/2004 09:33 AM	20041236422	/ Change of Entity Address
24	postcard notification printed 04/21/2005 to be mailed 05/01/2005	04/21/2005	04/21/2005	04/21/2005 10:18 AM		annual report due: 07/31/2005
25	Report	06/21/2005	06/21/2005	06/21/2005 09:47 AM	20051239942	
26	postcard notification printed	04/21/2006	04/21/2006	04/21/2006 02:20 AM		annual report due:

04/21/2006 to be mailed 05/01/2006					07/31/2006
27 Report	07/17/2006	07/17/2006	07/17/2006 09:02 AM	20061290028	
28 Statement of Reservation of Name	07/27/2006	07/27/2006	07/27/2006 10:38 AM	20061306374	
29 Articles of Amendment	08/01/2006	08/01/2006	08/01/2006 05:47 PM	20061314593	Change of Entity Name; Name changed;
30 Filing Officer Correction	11/17/2006	11/17/2006	11/17/2006 05:58 PM		Registered agent's street address augmented to include the suite number
31 postcard notification printed 04/23/2007 to be mailed 05/01/2007	04/23/2007	04/23/2007	04/23/2007 03:40 AM		annual report due: 07/31/2007
32 Report	07/11/2007	07/11/2007	07/11/2007 09:13 AM	20071319417	
33 postcard notification printed 04/24/2008 to be mailed 05/01/2008	04/24/2008	04/24/2008	04/24/2008 03:55 AM		annual report due: 07/31/2008
34 Report	07/11/2008	07/11/2008	07/11/2008 02:15 PM	20081371922	Change of Entity Address
35 postcard notification printed 04/23/2009 to be mailed 05/01/2009	04/23/2009	04/23/2009	04/23/2009 02:55 AM		annual report due: 07/31/2009
36 Report	07/16/2009	07/16/2009	07/16/2009 02:56 PM	20091378982	
37 postcard notification printed 04/23/2010 to be mailed 05/01/2010	04/23/2010	04/23/2010	04/23/2010 02:53 AM		annual report due: 07/31/2010
38 Report	07/07/2010	07/07/2010	07/07/2010 01:57 PM	20101380513	
39 Combined Conversion	01/21/2011	01/21/2011	01/24/2011 08:00 AM	20111042134	Converted from Domestic Profit Corporation to Domestic Limited Liability Company. Other information may have changed; review document.
40 Combined Conversion	01/28/2011	01/28/2011	01/28/2011 09:59 PM	20111057520	Converted from Domestic Limited Liability Company to Domestic Profit Corporation. Other information may have changed; review document.
41 postcard notification printed 12/23/2011 to be mailed 01/01/2012	12/23/2011	12/23/2011	12/23/2011 03:29 AM		periodic report due: 03/31/2012
42 Report	03/12/2012	03/12/2012	03/12/2012 11:18 AM	20121151626	
43 Periodic Report due	12/23/2012	12/23/2012	12/23/2012 02:51 AM		Periodic report due by: 03/31/2013
44 Report	03/19/2013	03/19/2013	03/19/2013 01:12 PM	20131173216	
45 Statement of Merger	08/06/2013	08/06/2013	08/06/2013 03:11 PM	20131457865	
46 Statement of Merger	08/06/2013	08/06/2013	08/06/2013 03:11 PM	20131457865	Entity Id: 19981146660, COMCAST MO CABLE ADVERTISING OF METROPOLITAN ATLANTA, LLC merged
47 Periodic Report due	12/23/2013	12/23/2013	12/23/2013 02:59 AM		Periodic report due by: 03/31/2014
48 Report	03/13/2014	03/13/2014	03/13/2014 08:10 AM	20141165719	
49 Periodic Report due	12/23/2014	12/23/2014	12/23/2014 03:40 AM		Periodic report due by: 03/31/2015
50 Report	03/13/2015	03/13/2015	03/13/2015 10:42 AM	20151177723	
51 Statement of Merger	09/30/2015	09/30/2015	10/01/2015 11:59 PM	20151635824	Merged to Comcast Cable Communications, LLC

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Legals

Boxes
Gerald M Kluck D112 HHG, Furn, Boxes
Gerald M Kluck E118 HHG, Furn, Boxes
Deborah Joffre E123A HHG, Furn., Boxes
Lee Murdock E129 HHG, Furn., Boxes
Nwamaka Madubuike E138 HHG,

2G1WASEK1A1239909 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00657
Vehicle Make: CHEVROLET YEAR: 2005 Model: MALIBU Vehicle ID#: IG1Z554F85F174019 Vehicle License#: PRJ6634 State: GA Magistrate Court Case No.: 20-L-00631
Vehicle Make: CHEVROLET YEAR: 1998 Model: S-10 Vehicle ID#: IGCC-S1949WK150379 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00642
Vehicle Make: CHRYSLER YEAR: 2007 Model: PT CRUISER Vehicle ID#: 3A8FY68B677528689 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00651
Vehicle Make: DODGE YEAR: 2007 Model: CALIBER Vehicle ID#: 1B3H-B48B47D347877 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00646
Vehicle Make: DODGE YEAR: 2009 Model: CHARGER Vehicle ID#: 2B3KA43D19H534128 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00648
Vehicle Make: DODGE YEAR: 2005 Model: NEON Vehicle ID#: 1B3E556C750234989 Vehicle License#: R1E9630 State: GA Magistrate Court Case No.: 20-L-00652
Vehicle Make: DODGE YEAR: 2011 Model: NITRO Vehicle ID#: 1D4PU2GK4BW520338 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00655
Vehicle Make: ESCAPE Vehicle ID#: 1FM1FMCU9DG8BKA69325 Vehicle License#: U3381M State: TN Magistrate Court Case No.: 20-L-00663
Vehicle Make: FORD YEAR: 2004 Model: EXPLORER Vehicle ID#: 1FMDU73K54UA86069 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00663
Vehicle Make: FORD YEAR: 2003 Model: F150 Vehicle ID#: 1FTRX17L03NA02122 Vehicle License#: ACF8706 State: GA Magistrate Court Case No.: 20-L-00656
Vehicle Make: FORD YEAR: 1998 Model: F150 Vehicle ID#: 1FTZX17W1WNB71032 Vehicle Li-

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Legals

consell: N/A State: N/A Magistrate Court Case No.: 20-L-00647
Vehicle Make: FORD YEAR: 2004 Model: F650 Vehicle ID#: 3FRN-F65N54V668825 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00650
Vehicle Make: FORD YEAR: 2015 Model: FOCUS Vehicle ID#: 1FAD-P3C2951279484 Vehicle License#: N/A State: N/A Magistrate Court Case No.: 20-L-00655
Vehicle Make: HONDA YEAR: 1999 Model: ACCORD Vehicle ID#: JHMCG5655XC057049 Vehicle License: RDV4482 State: GA Vehicle Make: VOLKSWAGEN Year: 2004 Model: NEW BEETLE Vehicle ID#: 3VWBBK21C34M400903 Vehicle License: PSL3888 State: GA Vehicle Make: MERCEDES BENZ Year: 2000 Model: C230 Vehicle ID#: WDBHA24G2YF933229 Vehicle License: NONE State: N/A
Anyone with an ownership interest in any of these vehicles should contact the following business immediately :
K.O. Towing, 344 Kathleen Dr Se, Marietta, Ga 30067, 770-650-1413
3:6,13-2020

MDJ-6024

GPN-17

NOTICE OF SURPLUS CITY OF KENNESAW EQUIPMENT FOR SALE

Notice is hereby given that surplus City equipment will be sold on www.govdeals.com between March 4-18, 2020. Specific item is a 2013 Chevy Caprice. GovDeals provides services to various governmental agencies that allow them to sell surplus and confiscated items via the internet and is open to the public for bids. Registration is not necessary to browse this site. To place a bid, you must first register on the GovDeals site. Call the Kennesaw City Clerk at (770) 424-8274 if you have any questions.

3:6,13-2020

MDJ-6025

GPN-16

NOTICE OF PUBLIC HEARING CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on March 16 and April 6, 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 repeal the Medisone of Colorado Inc. franchise

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Legals

agreement, Appendix F of the Municipal Code of Ordinances. 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.
3:6,13-2020

MDJ-6051
GPN-14

A043- Lewis Dickerson Bicycle, TV Stand, Laundry Basket, Clothing, Electronics, Drawers, Boxes, and Suitcase. 1014- Celia Denatata Arts and crafts supplies, dressers, drawers, cohirs, boxes, couch, pictures, bins, bags, clothing, lamps.

3:6,13-2020

MDJ-6054

GPN-17

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 03/23/2020. Answer forms may be found in the Magistrate Court Clerks office located at: 32 Waddell St SE, Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.

VEHICLE MAKE: CHEVROLET VEHICLE YEAR: 1994 VEHICLE MODEL: SILVERADO VEHICLE ID# 1GCDG14K0R2192247 TAG: PYB4229 STATE: GA MAGISTRATE COURT CASE NO: 20-L-00737

VEHICLE MAKE: ACURA VEHICLE YEAR: 1999 VEHICLE MODEL: CL VEHICLE ID# 19UYA2252XL000189 TAG: RPX5386 STATE: GA MAGISTRATE COURT CASE NO: 20-L-00729

VEHICLE MAKE: BMW VEHICLE YEAR: 2004 VEHICLE MODEL: 325I VEHICLE ID# WBAAZ33434KP91030 TAG: GSEA24 STATE: FL MAGISTRATE COURT CASE NO: 20-L-00732

VEHICLE MAKE: CHEVROLET VEHICLE YEAR: 2003 VEHICLE MODEL: IMPALA VEHICLE ID# 2G1WF52EX39151509 TAG: PZC8755: GA MAGISTRATE COURT CASE NO: 20-

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Legals

L-00743
VEHICLE MAKE: CADILLAC VEHICLE YEAR: 2007 VEHICLE MODEL: CTS
VEHICLE ID# 1G6DP577370191732 TAG: NO TAG STATE: GA MAGISTRATE COURT CASE NO: 20-L-00734
VEHICLE MAKE: CHEVROLET VEHICLE YEAR: 2012 VEHICLE MOD-

2001 TOYOTA CAMRY
4T1B822KX1U793988
2002 NISSAN ALTIMA
1N4AL11D92C706877
2003 GMC ENVOY IGKET165936180953
2004 FORD EXPEDITION 1FM-RU13W44LA58484
2004 KIA SORENTO KND-JD733145275747
2005 HONDA PILOT
2HKYF18595H54773
2005 FORD FREESTER 2FM-DA522X5BA88891
2006 NISSAN MAXIMA
1N4BA1E46C858415
2007 TOYOTA CAMRY
4TY1BE46K27U696644
3:6,13-2020

MDJ-6056

GPN-17

ABANDONED MOTOR VEHICLE ADVERTISEMENT NOTICE

(TOWING OR STORAGE COMPANY) You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 1818 AUSTELL RD MARIETTA, GA, 30008.

The vehicles subject to liens as stated above are identified as:

Make: Homedead Year: 1985 Model: Boat Trailer ID#: T790053 License: TR36892 State: GA
Make: Nissan Year: Model: Sentra ID#: 3N1AB7AP6HY363622 License: AB4-2290 State: IL
Make: Honda Year: 1998 Model: BTM ID#: IHGCG5548WA178695 License: 4CJM663 State: CA
Make: Chevrolet Year: 2006 Model: Uplander ID#: 1GNDV23176D148238 License: N/A State: IL
Make: Motorcycle Year: Model: ID#: PC0809FM204539 License: State: IL
Make: Hyundai Year: 2018 Model: Elantra ID#: 5NPD84LF7JH267643 License: RSN151 State: GA
Make: BMW Year: 2004 Model: 745i ID#: WBAGL63504DP73837 License: 7POG992 State: CA

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Legals

Anyone with an ownership interest in any of these vehicles should contact the following business immediately.
American Eagle Towing
1818 Austell Road
Marietta, GA 30008
404-409-1795
3:6,13-2020

MDJ-6057

Baldwin Pkwy., Suit 100 on ANSWER to the complaint within sixty (60) days of the date of the first publication of notice.
WITNESS: the Honorable Susan Edlein, Judge of this Court.
This the 26th day of February, 2020
CATHELENE "Tina" ROBINSON
Clerk of State Court
3:13,20,27; 4:3-2020

MDJ-6123

GPN-17

MAG 40-10

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

Vehicle Make: Honda Year: 1997 Model: Accord Vehicle ID#: IHGCD5658 VA051640 Vehicle License#: JGSA31 State: FL Present location of vehicle: 2050 Veterans Memorial Hwy, Austell, GA. You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before 03/19/2020. Answer forms may be found in the Magistrate Court Clerks office located at 32 Waddell St SE, Marietta, GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com
3:13,20-2020

MDJ-6124

GPN-17

MAG 40-10

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

Vehicle Make: MERCEDES Year: 2001 Model: S CLASS Vehicle ID #: WDBNG73J81A194575 Vehicle License #: PFZ7366 State: GA Present location of vehicle: 1155-S. Cobb Dr. Marietta, GA. You are hereby notified that a petition was filed in the Magistrate Court of County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or be-

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Legals

fore 03/20/2020 Answer forms may be found in the Magistrate Court Clerks office located at 32 Waddell St SE, Marietta, GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com
3:13,20-2020

MDJ-6136

GPN-14

PUBLIC NOTICE

CHEVROLET 2002 VENTURE
1GNDX13E42D118386 RNA7079 GA 20-L-00775
DODGE 2014 CHALLENGER
2C3CDYAG9EH11696 RNC5128 GA 20-L-00780
DODGE 2001 DURANGO
1B4HS28N91F588906 NO TAG 20-L-00782
GEO 1996 METRO 2CIMR229276715207 RUD0605 GA 20-L-00781
HONDA 1996 ACCORD
1HGCD5633TA168389 RTQ0971 GA 20-L-00777
JEEP 2008 COMMANDER
1J8H48N48C125671 RUU1466 GA 20-L-00776
NISSAN 2007 ALTIMA
1N4AL21E77N414154 RS12077 GA 20-L-00773
NISSAN 2005 ALTIMA
1N4AL11D85C345775 PTB2981 GA 20-L-00772
NISSAN 2010 ALTIMA
1N4AL2AP5AN404540 CKN9406 GA 20-L-00778
SATURN 2008 AURA
1G8ZV57575F8138144 CJC3179 GA 20-L-00774
3:13,20-2020

MDJ-6181

GPN-17

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the undersigned intends to sell the personal property described below to enforce a lien imposed on said property under The Georgia Storage Facility Act. The undersigned will sell at public sale by competitive bidding on Saturday the 4th day of April, 2020 at 10:00 AM with bidding to take place on Lockerfox.com. Said property is SecurCare Self Storage, 1185 South Cobb Drive, Marietta, GA, 30060 Cobb County Evons, Kio 3010 Flat Screen TV, Clothes, Shoes, Leona, Lawrence 7007 Microwave, Toaster, Clothes, Vogel, Eric 3034 Bicycle, Microwave, Bed Frame, Acuna, Ramiro 2003 Table Saw, Washer, Dryer, Mingo, Terrance 2008 Flat Screen TV, Microwave, Couch, Williamson, Donald 4008 Car Parts, Weights, Speaker, Stewart, Travis 5056 Kayaks, Skateboards, Household

your Parental Rights respecting the above-named children has been filed in this Court by the Georgia Department of Human Services acting by and through the Cherokee County Department of Family and Children Services (hereinafter Department). The Petition for Termination of Parental Rights to the above-named children was filed on July 18, 2019. You may obtain a copy of the Petition and any Amendment(s) from the Clerk of this Court, Cherokee County Juvenile Court, 90 North Street, Canton, Georgia 30114, during regular business hours. If you have any questions concerning this notice, you may call the telephone number of the Cherokee County Juvenile Court Clerks office, which is (678) 493-6560. This is a summons requiring you to appear in Court. If you fail to come to Court as required you may be held in contempt of Court and punished accordingly.

You are hereby notified that a hearing for the purpose of terminating your parental rights of the above named minor children, will be held by the Cherokee County Juvenile Court on **MAY 14, 2020**, at 8:30 a.m. at the Cherokee County Juvenile Court, courtroom 3A, located at 90 North Street, Canton, Georgia 30114, at which time you should make your objections known. You are ordered to appear and make a defense thereto and to show cause why the children should not be dealt with according to the law.

If the court of the trial finds that the facts set out in the petition to terminate your parental rights are true and that termination of your rights will serve the best interests of your child(ren), the court can enter a judgment ending your rights to your child(ren). A parent is not thereafter entitled to a notice of proceedings for the adoption of the child(ren) by another nor has he or she any right to object to the adoption or otherwise to participate in the proceedings. If the judgment terminates your parental rights, you will no longer have any rights to your child(ren) or make any decisions affecting your child(ren) or your child(ren)s earnings or property. Your child(ren) will be legally freed to be adopted by someone else. Even if your parental rights are terminated: (1) You will still be responsible for providing financial support (child support payments) for your child(ren)s care unless and until your child(ren) is/are adopted; and (2) Your child(ren) can still inherit from you unless and until your child(ren) is/are adopted.

This is a very serious matter. The child(ren) and other parties involved may be represented by an attorney of all stages of these proceedings. You should contact an attorney immediately so that you can be prepared for the court hearing. You have the right to hire an attorney and to have him or her represent you. If you cannot afford to hire an attorney, the court will appoint an attorney if the court finds that you are an indigent person. Whether or not you decide to hire an attorney, you have the right to attend

goods/view items storagetreasures.

Quenne El 371 Household goods/view items storagetreasures.com
James Pope 377 Household goods/view items storagetreasures.com

Tommye Dixon 387 Household goods/view items storagetreasures.com

Either Wilkes 408 Household goods/view items storagetreasures.com

Maier Miller 422 Household goods/view items storagetreasures.com

Erica Cuffie 437 Household goods/view items storagetreasures.com

Gary Vanputten 441 Household goods/view items storagetreasures.com

Dorrell Stephens 438 Household goods/view items storagetreasures.com

Jerod Jordan 482 Household goods/view items storagetreasures.com

Tameiko Robertson 623 Household goods/view items storagetreasures.com

Chester Taylor, Sr. 625 Household goods/view items storagetreasures.com

Dequan Jackson 658 Household goods/view items storagetreasures.com

Margaret Swan 718 Household goods/view items storagetreasures.com

DAnthony Davis 721 Household goods/view items storagetreasures.com

Anetio Christian 744 Household goods/view items storagetreasures.com

Aneso Burton 755 Household goods/view items storagetreasures.com

Charita Lawrence 802 Household goods/view items storagetreasures.com

Kawonno McClendon 821 Household goods/view items storagetreasures.com

Taylor Savage 831 Household goods/view items storagetreasures.com

Karletta Jones 843 Household goods/view items storagetreasures.com

Charlotte Brown 851 Household goods/view items storagetreasures.com

Wendell Brown 920 Household goods/view items storagetreasures.com

Winsome Carler 922 Household goods/view items storagetreasures.com

Cystal Taylor 1002 Household goods/view items storagetreasures.com

Jonice Branch 1004 Household goods/view items storagetreasures.com

Loresa Holmes 1006 Household goods/view items storagetreasures.com

Allonte Green 1007 Household goods/view items storagetreasures.com

Destinee Spears 1227 Household

TMZK021A39A0301 TAG B KKA2610

GA
You are hereby notified, in accordance with OCGA § 40-11-19(a) (2), that the above-referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.

The vehicle is currently located at 2481 Old Covington Hwy Sw Conyers, GA 30012

Anyone with an ownership interest in this vehicle should contact the following business immediately:

Quick Drop Impounding, Towing, and Recovery
2481 Old Covington Hwy Sw
Conyers GA 30012

678-210-0245
3:6,13-2020

MDJ-5944
GPN-14

MONTHLY MEETING

The Governing Board of The International Academy of Smyrna will be conducting their monthly meeting Monday March 16, 2020 at 6:00pm in the schools conference room. During the meeting the board will be reviewing the proposed revised FY20 budget. The public is invited to attend.

3:6,13-2020

MDJ-5954
GPN-14

FINAL PUBLIC NOTICE

Cobb County has applied for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funding through the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) as a sub-recipient.

Under the National Environmental Policy Act (NEPA), federal actions must be reviewed and evaluated for feasible alternatives and for social, economic, historic, environmental, legal, and safety considerations. Under Executive Order (EO) 11988 and EO 11990, FEMA is required to consider alternatives to and to provide a public notice of any proposed actions in or affecting floodplains or wetlands. EO 12898 also requires FEMA to provide the opportunity for public participation in the planning process and to consider potential impacts to minority and low-income populations. This notice may also fulfill requirements under Section 106 of the National Historic Preservation Act (NHPA).

Funding for the proposed project will be conditional upon compliance with all applicable federal, tribal, state, and local laws, regulations, floodplain standards, permit requirements and conditions.

Applicant: Cobb County
Project Title: DR-4400 Cobb County Acquisition Project
Location of Proposed Work:
Name of Structure: See Table, Cobb County
Address of Structure: See Table, Cobb County

A map showing the location of all properties is available by contacting, William Higgins, (770) 419-6434,

Dorlene Cox 1215 HHG, Furn, Box

Evelyn S Snipe 2216 HHG, Furn, Boxes

DOMINIK GREENBERRY 2219 HHG, Furn., Boxes

Marline Berger 2227 HHG, Furn., Boxes

Nicole Palmer 2301 HHG, Furn., Boxes

Mariana Luna 2405 HHG, Furn., Boxes

Marline Berger 2414 HHG, Furn., Boxes

Chantoy White A106 HHG, Furn, Boxes

Tammie Loviscout B105 HHG, Furn., Boxes

Somonia Whitlow D108 HHG, Furn., Boxes

Gerald M Kluck D112 HHG, Furn, Boxes

Gerald M Kluck E118 HHG, Furn, Boxes

Deborah Jaffre E123A HHG, Furn., Boxes

Lee Murdock E129 HHG, Furn., Boxes

Nwamaka Madubuike E138 HHG, Furn., Boxes

Crystal D Turner E141 HHG, Furn., Boxes

Arnesse Morris G107 Motor Vehicle

Korlie Kpor G115 HHG, Furn., Boxes

3:6,13-2020

MDJ-6001
GPN-17

ABANDONED VEHICLES

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located of 2261 Dixie Ave, Smyrna Ga 30080. The vehicles subject to liens as stated above are identified as:

BUICK 2016 REGAL

2G4G5EXXG9152844 RRR7811 GA

CHRYSLER 2006 TOWN & COUNTRY

2A4GP44R36R785049 RQG4348 GA

DODGE 2003 CARAVAN 1D4G-P25323B140300 RQS3459 GA

FREIGHTLINER 2015 CASCADIA 125

1FUJGLD52FLGE8316 NE73386 NC

FORD 1993 TEMPO 2FAPP36X4P-B109351 R1M0302 GA

FORD 2007 RANGER 1FTYR14UX7-PA27199 ABY9704 GA

FORD 2017 F150 1FTFX1C87HB23635

GV1924J GA

FORD 1997 F150 1FTDX1769VNA79899

RQJ1294 GA

FORD 2002 FOCUS 1FAF-P33P02W113145 NO TAG

HYUNDAI 2012 SONATA 5N-PEC4AC7CH412002 CKC2639 GA

HYUNDAI 2013 ELANTRA KMHD-HAAE0DU926842 CFR5074 GA

HONDA 2010 ACCORD

1HGCP2F40AA056855 CCN8396 GA

INFINITI 2005 G35

JNKCV51E45M204028 EKQ567 GA

INFINITI 2004 135 JNKDA31A34T200087

RNU8085 GA

INFINITI 2008 EX35 JNKA-J09F68M356030 NO TAG

LAND ROVER 2013 RANGE ROVER

SPORT SALSX2D45DA805366 QFG6436

GA

LINCOLN 2002 LS 1LNHM86552Y705505

Vehicle License# U3381M State: TN Magistrate

Court Case No.: 20-L-00655

Vehicle Make: FORD YEAR: 2004

Model: EXPLORER Vehicle ID#:

1FMDU73K54UA86069 Vehicle License#:

N/A State: N/A Magistrate Court Case No.: 20-L-00663

Vehicle Make: FORD YEAR: 2003

Model: F150 Vehicle ID#:

1FTRX17L03NA02122 Vehicle License#:

ACF8706 State: GA Magistrate Court Case No.: 20-L-00656

Vehicle Make: FORD YEAR: 1998

Model: F150 Vehicle ID#:

1FTZX17W1WNB71032 Vehicle License#:

N/A State: N/A Magistrate Court Case No.: 20-L-00647

Vehicle Make: FORD YEAR: 2004

Model: F450 Vehicle ID#:

3FRN-F65N54V688825 Vehicle License#:

N/A State: N/A Magistrate Court Case No.: 20-L-00650

Vehicle Make: FORD YEAR: 2015

Model: FOCUS Vehicle ID#:

1FAD-P3F29FL779484 Vehicle License#:

PZM1638 State: GA Magistrate Court Case No.: 20-L-00658

Vehicle Make: FORD YEAR: 2001

Model: FOCUS ZX3 Vehicle ID#:

3FAFP3381R190380 Vehicle License#:

N/A State: N/A Magistrate Court Case No.: 20-L-00644

Vehicle Make: FORD YEAR: 2011

Model: FUSION Vehicle ID#:

P0HA9BR214036 Vehicle License#:

PRF2869 State: GA Magistrate Court Case No.: 20-L-00636

Vehicle Make: GEO YEAR: 1995

Model: PRIZM Vehicle ID#:

1YISK5268S2064492 Vehicle License#:

RKW0102 State: GA Magistrate Court Case No.: 20-L-00640

Vehicle Make: JAGUAR YEAR: 2010

Model: XJ6 Vehicle ID#:

SAJDA23C4YL7F06087 Vehicle License#:

DR1823 State: GA Magistrate Court Case No.: 20-L-00654

Vehicle Make: JEEP YEAR: 2001

Model: GRAND CHEROKEE Vehicle ID#:

1J4GX48S11C583518 Vehicle License#:

N/A State: N/A Magistrate Court Case No.: 20-L-00662

Vehicle Make: MITSUBISHI YEAR:

2007 Model: OUTLANDER Vehicle ID#:

JA4MT41X87U002085 Vehicle License#:

RNL1566 State: GA Magistrate Court Case No.: 20-L-00666

Vehicle Make: NISSAN YEAR: 2002

Model: ALTIMA Vehicle ID#:

1N4AL1D52C201273 Vehicle License#:

RSE5981 State: GA Magistrate Court Case No.: 20-L-00665

Vehicle Make: NISSAN YEAR: 2006

Model: MURANO Vehicle ID#:

JNB4Z08T16W400443 Vehicle License#:

RMBJ535B State: GA Magistrate Court Case No.: 20-L-00633

Vehicle Make: PONTIAC YEAR: 2004

Model: SUNFIRE Vehicle ID#:

1G2JB12F847263585 Vehicle License#:

PKY6507 State: GA Magistrate Court Case No.: 20-L-00638

Vehicle Make: TOYOTA YEAR: 2004

Model: 4RUNNER Vehicle ID#:

JTEZU14R640039607 Vehicle License#:

RFF1667 State: GA Magistrate Court Case No.: 20-L-00664

Vehicle Make: TOYOTA YEAR: 1998

Model: CAMRY Vehicle ID#:

4T1BF22K8WU060820 Vehicle

Anyone with an ownership interest in any of these vehicles should contact the following business immediately :
K.O. Towing, 344 Kathleen Dr Se, Marietta, Ga 30067. 770-650-1413
3:6,13-2020

MDJ-6024
GPN-17

NOTICE OF SURPLUS CITY OF KENNESAW EQUIPMENT FOR SALE

Notice is hereby given that surplus City equipment will be sold on www.govdeals.com between March 4-18, 2020. Specific item is a 2013 Chevy Caprice.

GovDeals provides services to various governmental agencies that allow them to sell surplus and confiscated items via the Internet and is open to the public for bids. Registration is not necessary to browse this site. To place a bid, you must first register on the GovDeals site. Call the Kennesaw City Clerk at (770) 424-8274 if you have any questions.

3:6,13-2020

MDJ-6025
GPN-16

NOTICE OF PUBLIC HEARING CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on March 16 and April 6, 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 repeal the Mediano of Colorado Inc. franchise agreement, Appendix F of the Municipal Code of Ordinances. 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.

3:6,13-2020

MDJ-6051
GPN-14

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that on March 20, 2020, at 10:30 A.M., at the Cobb County Courthouse, 70 Haynes Street, Marietta, Georgia 30090, Judge Michael Stoddard of the Superior Court of Cobb County will hear the case of STATE OF GEORGIA vs. DEVELOPMENT AUTHORITY OF COBB COUNTY and KSU SPORTS AND RECREATION PARK REAL ESTATE FOUNDATION, LLC, Civil Action File No. 20101573, in the Superior Court of Cobb County, the same being a proceeding to confirm and validate the revenue bonds designated "Development Authority of Cobb County Lease Revenue Refunding Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Series 2020A" and "Development Authority of Cobb County Lease Revenue Refunding Bonds (KSU Sports and Recreation Park Real Estate Foundation, LLC Project) Federally Taxable Series 2020B" (collectively, the "Series 2020 Bonds"), in the original aggregate principal amount not to exceed \$20,000,000. The Series 2020 Bonds are to be issued by the De-



**Regular Meeting Agenda
4/6/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of the March 16, 2020 Mayor and City Council meeting minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description

Minutes

Upload Date Type

4/1/2020

Minutes

MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
Monday, March 16, 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 Randall Bentley

Mayor Easterling greeted the public and shared the meeting was being streamed on Facebook Live as a result of precautionary measures taken to slow the spread of COVID-19. Earlier today, Governor Kemp signed a State of Emergency for the State of Georgia and the City of Kennesaw is working to be proactive in taking care of our community.

I. INVOCATION

City Attorney Randall Bentley led the invocation.

II. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Easterling

III. CALL TO ORDER

IV. ANNOUNCEMENTS

- A. If you would like to provide public comment on an agenda item, but do not want to attend a Mayor and City Council meeting, you can email Lea Addington at laddington@kennesaw-ga.gov no later than 6:00 PM the night of the regular meeting. Your comments on a specific agenda item will be read aloud for the record.

Mayor Easterling reminded the public individuals were afforded the opportunity to email the Deputy City Clerk with any comments pertaining to agenda items if he or she was unable to attend the meeting and that those comments were forwarded to the relevant department. A new email address, kennesawcouncil@kennesaw-ga.gov, was created for this purpose and was spelled aloud for the public.

V. PRESENTATIONS

- A. Presentation of a proclamation to declare March 20, 2020 as Arbor Day for the City of Kennesaw.

Mayor Easterling announced to help with social distancing, department heads were not required to attend the meeting. Mayor Easterling reassured he will present the Arbor Day proclamation to Public Works Director Ricky Stewart and his team in a different setting but still wanted to recognize their efforts.

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

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

6:38 PM Floor Open for Public Comments on agenda items

RON SANDERS: Mr. Sanders brought up a procedural concern; however, did not return to finish his public comment at the end of the meeting.

6:40 PM Floor Closed to Public Comments on agenda items

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

- A. Approval of a **RESOLUTION NO. 2020-09, 2020** authorizing the Mayor and Police Chief to sign Memorandum of Understanding with the City of Acworth. The purpose of this Memorandum of Understanding is to establish that in the event staffing levels of either police department are decreased as a result of the COVID-19 crisis, Acworth and Kennesaw Police Officers may be duly-sworn-in, granted inter-jurisdictional authority, and will have all rights and responsibilities of each agency. This action will be taken to ensure the continuity of public safety services to our citizens in both cities. Personnel will be governed by their home agency's standard operating policy and procedure while responding to calls for service or police related actions within the neighboring jurisdiction. Police Chief recommends action, pending legal review.

Chief Westenberger presented the resolution as a team effort between the City of Acworth and the City of Kennesaw's police departments to address staffing issues that could arise due to COVID-19.

Motion by Councilmember Blinkhorn to approve the RESOLUTION to authorize the Mayor and Police Chief to sign the Memorandum of Understanding with the City of Acworth, pending legal review, seconded by Councilmember Viars.

Councilmember Blinkhorn asked if an announcement would be made to the public in the event inter-jurisdictional authority is needed. Mayor Easterling said the public would be made aware via social media platforms.

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

[In accordance with O.C.G.A. §50-14-1 (e)(1), in part: "...Failure to include on the agenda an item which becomes necessary to address during the course of the meeting shall not preclude considering and acting upon such item." Three items listed below required immediate attention due to the COVID-19 pandemic].

Motion by Councilmember Ferris to add three emergency orders to the agenda, seconded by Councilmember Henderson. Vote taken, approved unanimously 5-0. Motion carried.

- B. Approval of a **RESOLUTION NO. 2020-10, 2020** to adopt the City of Kennesaw's Emergency Operations Policy. The City of Kennesaw's Emergency Operations policy is to provide procedures for the operations of the city in the event of suspension of normal operations or emergency closure. The City Manager recommends approval.

City Manager Jeff Drobney presented the three emergency orders to Mayor, Council and the public. Mr. Drobney worked with staff to prepare policies so the City maintains business continuity and to focus on essential services. The first resolution is to deal with emergency operations for an extended period for both full-time and part-time employees. It spells out how we will notify the public, employees, and who is considered essential.

Motion by Councilmember Eaton to approve the RESOLUTION to adopt the City of Kennesaw's Emergency Operations Policy, as presented and pending legal review, seconded by Councilmember Henderson. Vote taken, approved unanimously 5-0. Motion carried.

- C. Approval of a **RESOLUTION NO. 2020-11-, 2020** to adopt the City of Kennesaw's Public Health Emergency Policy. The City of Kennesaw's Public Health Emergency policy is to provide procedures for use in COVID- 19 pandemic event as determined by the World Health Organization for all City of Kennesaw employees. The City and its employees bear responsibility for a safe and productive workplace environment and this policy will be administered in accordance with all federal and state laws and regulations, including the ADA and the FMLA (where a serious health condition is involved). The City Manager recommends approval.

City Manager Jeff Drobney presented a resolution regarding a public health emergency policy. This policy is to provide procedures to use during a pandemic event as determined by the World Health Organization for all City of Kennesaw employees. These procedures address if employees present symptoms related to the pandemic illness, if they are diagnosed with the pandemic illness, if they have been exposed to an individual documented with the pandemic illness, etc. The City will be paying employees while they are quarantined for the 14-day period. This policy will be administered in accordance with all federal and state laws and regulations, including the ADA and the FMLA.

Motion by Councilmember Viars to approve the RESOLUTION to adopt the City of Kennesaw's Public Health Emergency policy, as presented and pending legal review, seconded by Councilmember Blinkhorn. Vote taken, approved unanimously 5-0. Motion carried.

- D. Approval of a **RESOLUTION NO. 2020-12, 2020** to adopt the City of Kennesaw's Telework and Remote Access Policy. The City of Kennesaw's Telework and Remote Access policy is to address the use of the City's remote access systems by authorized users as well as to provide the option of teleworking to eligible employees as a workplace strategy to balance organizational objectives with employee wellbeing. During a closure under the Emergency Operations policy, the city will suspend all teleworking previously authorized under this policy for the duration of the closure. During such event, the department director/manager will identify those authorized individuals to telework and who must follow the provisions of this policy. The City Manager recommends approval.

City Manager Jeff Drobney presented a resolution regarding a telework and remote access policy. This policy is in place to identify key personnel that can work remote, have access to the City's servers, and continue essential services. Each designated employee must sign a statement of responsibility to acknowledge that he or she understands the policy.

Motion by Councilmember Eaton to approve the RESOLUTION to adopt the City of Kennesaw's Telework and Remote Access policy, as presented and pending legal review, seconded by Councilmember Henderson. Vote taken, approved unanimously 5-0. Motion carried.

IX. COMMITTEE AND BOARD REPORTS

No items.

X. PUBLIC HEARING(S)

[Councilmember Viars recused herself and left the dais for items X. A-C]

- A. 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 and March 3, 2020 Mayor and Council meetings. Upon further discussion and review of the new definitions in Chapter 1 and zoning district in Chapter 4, staff is preparing revisions to the proposed draft for review and staff recommends postponing until the April 6, 2020 meeting.

Zoning Administrator Darryl Simmons presented an ordinance to amend Chapter 1 and add a new section under Chapter 4 in the Unified Development Code regarding University Living- Purpose Built Student Housing. Staff is currently preparing amendments to the

proposed draft for review and recommends postponing this item until the April 6, 2020 Mayor and Council meeting.

6:55 PM Floor Open for Public Comments

RYAN LEE [Architect on Shiloh Road]: Mr. Lee recognizes staff mentioned they need to go back and do more research on the proposed ordinance but he wanted to point out a few areas on which he'd like Council to focus. Mr. Lee believes there should be a serious look at the quantity of density to acreage and currently, the proposed ordinance has no density requirement. He is interested in the amendment of the definition of "family" and says there is need for clarification. He believes there are good aspects of this ordinance but as it stands today, he would be opposed.

6:58 PM Floor Closed to Public Comments

Motion by Councilmember Henderson to postpone the approval of an ORDINANCE to amend Chapter 1 and add a section under Chapter 4 for "University Living-Purpose Built Student Housing" to the April 6, 2020 Mayor and Council meeting at 6:30 PM, seconded by Councilmember Eaton. Vote taken, approved 4-0-1 (Councilmember Viars recused). Motion carried.

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

- B. Authorization for approval of ORDINANCE for rezoning request submitted by Fountain Residential Partners. Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County. Said request to rezone property consisting of 4.4+/- acres. Project proposal is student built housing with a rezoning request from City R-30 to City RM-12. The application was advertised in the Marietta Daily Journal on February 14, 2020 and February 21, 2020 with property posting on February 18, 2020. The Planning Commission, at a meeting held on March 04, 2020, made recommendation, vote 3-0, to approve the rezoning subject to staff's recommendation with the following item #9 added by the Commissioners:
1. Reversionary clause that requires that construction permits and activity be initiated within 24 months of the date of the rezoning and variance approval. Failure to obtain permits and start construction activity within the 24 month period will result in the reversion of the rezoning and variances and the property will revert back to the prior zoning of R-30.
 2. 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.
 3. All 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.

4. Parking requirements: Sites shall be designed to accommodate on-site parking for at least one (1) vehicle per bedroom with additional parking for visitors total equals 263 parking spaces to be provided

5. 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 eight (8)-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.

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. No over flow of light onto/into the adjacent property.

6. All façade materials to be installed similar to the elevations provided by the applicant and be in compliance with the City of Kennesaw architectural standards.

7. Maximum height of building will be 35 feet as per the adopted zoning ordinance chapter one that defines how building height is measured.

8. Maximum number of units allowed will be 52 units with a maximum of 241 beds.

9. Right side of property - minimum 5 foot buffer be installed.

Zoning Administrator Darryl Simmons presented an ordinance for a rezoning request regarding property located at 1465 Shiloh Road as well as two variance requests. As of the Planning Commission meeting, the applicant submitted a revised site plan that reduced the number of units as well as a new setback that will be in compliance with RM-12. Due to the unique circumstances of the pandemic and the amount of individuals wanting to participate in these public hearings but cannot, it is staff's recommendation to postpone the public hearings to the May 18, 2020 Mayor and Council meeting at 6:30

PM. This postponement will allow Mayor and Council to look at the new data coming in, the public a chance to physically participate, and gives both parties the opportunity to review the item and add relevant information, if needed.

7:05 PM Floor Open for Public Comments

DARRYL SIMMONS [Zoning Administrator]: Mr. Simmons read into the record the names of individuals who emailed the Deputy City Clerk before 6 PM in opposition to the rezoning. Those names include: Bill and Lori Hicks; Barry D. Snell; Tim and Karen Brown; Jay Lauer; Jean and Howard Fingerhut; Bill Alexander; Ashford Jaggernauth; Shanna Trahan; Ken Champion; Patricia and Don Stamps; George Alexander; Tony and Courtney Taliercio; John Isenhour; Michael and Lorraine Tyrell; Johnny Faulk; Dianne Hunter; Dallas Otterlee; Marvin and Ann Crutchfield; Courtney Taliercio; Dianne McPherson; Nancy Grant; Jim Musgrave; Michael Peter Atheam; KC Hamill; Ivey and David Olson; Brad and Lisa Wells; Paul Franklin; Jeff and Mary Clarice Hathaway; Jeff Hathaway; Loretta Byrne; Richard Calhoun; Brendan Cosgrove; Greg LaBrie; George Beck; Brenda Eubank; Jill Cox-Cordova and Anthony Cordova; and Merle Jaggernauth. Mr. Simmons also relayed five common concerns throughout the emails, which included increased traffic, the addition of multi-story housing to a residential area, a lack of parking, spikes in crime, and a reduction in quality of life.

DOUG DILLARD [Dillard Sellers Attorneys at Law]: Attorney Dillard, representing the applicant, shared his office has not had an opportunity to respond to any of these concerns. Attorney Dillard wanted reassurance if the public hearing was postponed to the May 18, 2020 meeting, that staff would give notice of all comments and place a deadline on when those comments can come in. Attorney Dillard would like an opportunity to respond to any concerns before the meeting occurs.

Mr. Simmons responded staff would continue to submit comments as quickly as possible.

Attorney Bentley asked if Attorney Calhoun, representing 75 Wade Green Business Center Association, Inc., concurred with postponement.

Councilmember Blinkhorn made a motion to postpone the ORDINANCE for rezoning request submitted by Fountain Residential Partners to the May 18, 2020 Mayor and Council meeting at 6:30 PM, seconded by Councilmember Eaton.

RICHARD CALHOUN [Gregory, Dole, Calhoun and Rogers, LLC]: Attorney Calhoun responded in agreement but asked Mayor and Council to take a serious look at the objections provided to them in the letter they received between now and May.

Mayor Easterling reminded the public, despite the recommendation of postponement, we are still having the public hearing because it was advertised.

Councilmember Ferris wanted to clarify for the public that once this item is revisited in May, the floor will be open again for all to speak.

JIM MUSGRAVE [3123 Bentgrass Lane NW and HOA President]: Mr. Musgrave is an HOA president for a small subdivision of 19 homes that are unanimously opposed to the rezoning. He offered through email, comments, which are available and were partly read by Mr. Simmons. Mr. Musgrave wanted to point out additional concerns regarding travel routes students will have to take leaving the University and trying to get to I-75. He suggested to the developer and Council to look at a traffic map to see where students are going to go to get easy access to the proposed complex. Speeding might get worse with the added traffic of the students.

RYAN LEE [Architect on Shiloh Road]: Mr. Lee pointed out we have a new zoning standard being voted on soon and this current item being discussed seems tied together. One will have public comment on April 6th and the later item will have public comment on May 18th. It seems to be convenient to have one before the other. He suggests either voting on them on the same agenda or vote on this rezoning item first.

7:27 PM Floor Closed to Public Comments

Vote taken, approved 4-0-1 (Councilmember Viars recused). Motion carried.

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

- C. Authorization for approval of variance requests submitted by Fountain Residential Partners, LLC. for property located at 1465 Shiloh Road. Property located at 1465 Shiloh Road being identified as Land Lot 60, Tax Parcel 31, 2nd Section, Cobb County. Said proposal is for purpose built student housing. Said variance requests for the following: (1) Increase the RM-12 zoning district max. density from 12 unites/acre to 15.55 units/acre (68 units total); (2) Reduce the front yard setback along Shiloh Road from 40 ft. to 30 ft. on property consisting of 4.4+/- acres. Application was advertised in the Marietta Daily Journal on February 14, 2020 and February 21, 2020 with property posting on February 18, 2020. The Planning Commission, at a meeting held on March 04, 2020, vote 2-1, made recommendation to deny the requested variances for density and front setback reduction. Staff recommendation: Darryl Simmons, Zoning Adminstrator, recommends the approval of the density and setback variances, as requested.

Motion by Councilmember Blinkhorn to postpone the variance requests submitted by Fountain Residential Partners, LLC for property located at 1465 Shiloh Road to the May 18, 2020 Mayor and Council meeting at 6:30 PM, seconded by Councilmember Ferris.

7:05 PM Floor Open for Public Comments

[See comments under agenda item X. B]

7:27 PM Floor Closed to Public Comments

Councilmember Henderson noted these variances were no longer applicable. He asked if they should be denied to remove them from the record. Mr. Simmons recommended keeping them on.

Vote taken, approved 3-1-1 (Councilmember Henderson opposed, Councilmember Viars recused). Motion carried.

[Councilmember Viars returned to the dais].

- D. Approval of a **RESOLUTION 2020-13, 2020** and transmittal of the updated Capital Improvement Element (CIE) and Short-Term Work Program (STWP) report. Transmittal of report and approved resolution, this CIE-STWP report will reflect Fiscal Years 2020-2024. Request is for approval of transmittal Resolution to Atlanta Regional Commission (ARC) and Georgia Department of Community Affairs (DCA) for review and comments prior to final adoption by Mayor and Council later in 2020 at a scheduled hearing following proper public notice. Department of Community Affairs requires participating local governments to submit an update to these project reports as required for the City of Kennesaw to maintain Qualified Local Government status. This report identifies short-term goals and projects over a five-year period. The public hearing was advertised in the Marietta Daily Journal on February 28, 2020 and March 6, 2020. Staff Recommendation: Darryl Simmons, Planning and Zoning Administrator, recommends transmitting the proposed draft for regional review by the Atlanta Regional Commission and Department of Community Affairs.

Zoning Administrator Darryl Simmons presented a resolution and the transmittal of the updated Capital Improvement Element (CIE) and Short-Term Work Program (STWP) Report. This report will reflect fiscal years 2020-2024 and will be transmitted to the Atlanta Regional Commission and the Georgia Department of Community Affairs for review and comments prior to the report's final adoption by Mayor and Council later this year. Submittal of update to these project reports is required by the Department of Community Affairs to maintain Qualified Local Government status.

Motion by Councilmember Ferris to approve the RESOLUTION and transmittal of the updated CIE-STWP report, as presented, seconded by Councilmember Eaton.

7:30 PM Floor Open for Public Comments

No comments.

7:31 PM Floor Closed to Public Comments

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

[Items X, E and F were presented concurrently].

- E. FIRST PUBLIC HEARING: Approval of an ORDINANCE to repeal Metricom Franchise Agreement, Appendix E of the City of Kennesaw Code of Ordinances. On June 20, 2000, the Mayor and City Council adopted Ordinance #2000-12 wherein the City entered into an agreement with Metricom Inc. to grant a franchise to construct, operate and maintain wireless communication systems within the City of Kennesaw right of way. Upon information and belief, Metricom and its successor are no longer in business, the City is not receiving franchise fees from

Metricom or any of its successors, and there are no wireless communication system facilities owned by Metricom or its successors in the City right of way. The Metricom Franchise expired by its own terms on June 20, 2016 and the City sent notice to Metricom of its expiration on February 12, 2020. The public hearings were duly advertised in the Marietta Daily Journal March 6, 2020 and March 13, 2020 editions. The final public hearing will be held on April 6, 2020 at the Mayor and Council regular meeting. The City Clerk and legal recommends approval.

City Manager Jeff Drobney presented ordinances to repeal Metricom Franchise Agreement, Appendix E, and MediaOne Franchise Agreement, Appendix F, of the City of Kennesaw Code of Ordinances. Metricom and MediaOne do not exist and the City is not receiving any franchise fees from the companies.

7:32 PM Floor Open for Public Comments

No comments.

7:33 PM Floor Closed to Public Comments

No action taken.

[Items X, E and F were presented concurrently].

F. FIRST PUBLIC HEARING: Approval of an ORDINANCE to repeal MediaOne Franchise Agreement, Appendix F of the City of Kennesaw Code of Ordinances. On November 19, 2001 the Mayor and City Council of the City of Kennesaw adopted Ordinance 2001-33 wherein the City entered into an agreement with Mediaone of Colorado, Inc. (hereinafter "Mediaone") to grant a franchise to construct, operate, upgrade and maintain a cable system along the public right of way within the franchise area, for the purpose of providing cable services (hereinafter the Mediaone Franchise). The Mediaone franchise expired by its own terms on November 19, 2011. While the City may be receiving franchise fees from Comcast pursuant to its state issued franchise agreement in the City, the City is not receiving franchise fees from Mediaone or any of its successors pursuant to the Mediaone franchise. The public hearings were duly advertised in the Marietta Daily Journal March 6, 2020 and March 13, 2020 editions. The final public hearing will be held on April 6, 2020 at the Mayor and Council regular meeting. The City Clerk and legal recommends approval.

7:32 PM Floor Open for Public Comments

No comments.

7:33 PM Floor Closed to Public Comments

No action taken.

XI. CONSENT AGENDA

- A. Approval of the February 24, 2020 Executive Session minutes and March 2, 2020 Mayor and City Council meeting minutes.
- B. On March 2, 2020, Jennifer Henderson purchased one (1) cemetery lot in the Kennesaw City Cemetery. The lot is located in Section III, Plot 34, Lot H for the burial of her mother Patricia White. City Clerk recommends authorizing the Mayor to sign the supporting deed for purchase of the lot.
- C. Approval of **RESOLUTION NO. 2020-14, 2020** and authorization for the Mayor to execute the Lease Supplement with Georgia Municipal Association (GMA) for the direct leasing program for one (1) 2020 F250 Truck. The total amount of the loan is \$22,554. Through GMA the City will finance the truck for a four year period with annual payments of \$5,086.26 at an annual interest rate of 4.14%. Funding will be through Magnolia Bank via GMA. Finance Director recommends approval.
100.8000.58.1200 Total principal \$22,554.00 over lease term
100.8000.58.2200 Total interest \$2,877.30 over lease term
- D. Approval of a **RESOLUTION NO. 2020-15, 2020** to amend the Cobb Framework Agreement for McCollum Pkwy @ Ben King Road. The City of Kennesaw entered into a Cobb Framework Agreement with Cobb County, Georgia on January 26, 2016, for services associated with McCollum Parkway @ Ben King Road Intersection Improvements (PROJECT), Project No. X2309. At the time the parties anticipated the total project costs to be Two Million and No/100 Dollars (\$2,000,000.00) and agreed on a funding split of 70% COUNTY (\$1,400,000.00) and 30% CITY (\$600,000.00). The project design has been completed, the ROW acquisition completed and the project was advertised for construction on October 10, 2019. The total project costs are now anticipated to be \$3,720,000 and increasing the maximum financial contributions of each party as follows: County 70% \$2,604,000 City 30% \$1,116,000. Cobb County is asking the City to allow it's portion of the increased cost to be advanced from the Mack Dobbs project (also a joint County/City 2016 SPLOST project) while County and City staff work on the scope and budget for Mack Dobbs. Cobb County believes potential savings can be found in the McCollum @ Ben King Road project after plan set/quantities review and closely managing construction allowances thereby reducing the City's portion of the overall project cost. Recommendation is for the Council to authorize the Mayor to sign to allow this much needed road and traffic safety project to proceed.
- E. Request to sell or surplus eight Police Vehicles. The Chief of Police requests permission to sell or surplus eight (8) older vehicles in the fleet. The vehicle information is as follows: 2005 GMC Yukon VIN:3GKEC16Z05G228967; 2006 Ford Crown Victoria VIN: 2FAFP71W76X130780; 2007 Ford Crown Victoria VIN: 2FAFP71W07X145090; 2007 Ford Crown Victoria VIN: 2FAFP71W07X145089; 2007 Ford Crown Victoria VIN: 2FAFP71W07X130694; 2008 Ford Crown Victoria VIN: 2FAFP71V68X128500; 2011 Ford Crown Victoria VIN: 2FABP7BV1BX110927; and a 2011 Dodge Ram 1500 VIN: 1D7RV1CT0BS539607 (purchased with forfeited funds). The Chief of Police and the City Fleet Manager recommend removing the aforementioned vehicles from the fleet.

- F. Request to surplus and dispose of Public Works vehicle. With Council's approval to purchase a new vehicle in the FY 2020 budget, Public Works now has a surplus truck that needs to be disposed. Staff will attempt to sell the surplus item in the open market; however, if no bids are received then the items will be sold as scrap metal. The surplus vehicle is a 2001 Chevrolet 3500, VIN #3GBKC34FO1M102983. The Public Works Director recommends declaring the aforementioned vehicle as surplus.
- G. Road Closures for July 3rd and Day with Santa. The following road closures support the Salute to America, July 3rd event on Friday, July 3rd.
- Main Street will be closed from Moon Station Rd to Summers St: 8:00 AM – 12:00 Midnight
 - Cherokee Street will be closed from Big Shanty to Main Street 8:00 AM – 12:00 Midnight
 - Lewis Street will be closed from Dallas St to Main St from 12:00 Noon – 12:00 Midnight
 - J.O. Stephenson Avenue will be closed from Little General Cloggers Lane to Main Street from 12:00 Noon – 12:00 Midnight
 - Watts Drive will be closed from Little General Cloggers Lane to Main Street from 12:00 Noon – 12:00 Midnight
 - The City parking lot at Tunnel Plaza will be closed 8:00 AM – 12:00 Midnight
 - Shirley Drive will be closed Cherokee St to Carruth St 9:00 PM until 10:30PM.
- The following road closures support the Day with Santa event on Saturday, December 5th:
- Main Street will be closed from Lewis St to Summers St 12:00 Noon – 10:00 PM;
 - To accommodate the parade Main Street will also be closed from Park Dr to Lewis St: 1:45 PM – 3:15 PM.
 - The following roads will be closed at Main St 12:00 Noon – 10:00 PM: J.O. Stephenson Ave., Cherokee St., Watts Dr.
 - To accommodate the parade the following roads will be closed at Main St 1:45 PM - 3:15 PM: Park Dr., Lewis St., Dallas St., Whitfield Pl., Moon Station Rd.,
 - Watts Dr. will be closed just west of the new parking lot entrance at 1:45 PM for approx. 30mins. Dallas St. will be closed at Watts Dr. for approx. the same 30mins.
 - Cherokee St will be closed from Big Shanty Dr. to Main St: 12:00 Noon – 10:00 PM
 - Watts Dr. will be closed from Little General Cloggers Lane to Main Street from 12:00 Noon – 10:00 PM.
- The Events Committee recommends approval.

Motion by Councilmember Viars to approve the Consent Agenda engross, seconded by Councilmember Blinkhorn. Vote taken, 5-0 approved unanimously. 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 2020 January and February Crime Statistics.

Chief Westenberger presented the January and February 2020 crime statistics.

Motion by Councilmember Henderson to receive the January and February 2020 crime statistics, seconded by Councilmember Blinkhorn. Vote taken, 5-0 approved unanimously. 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

No items.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

XIX. CITY MANAGERS REPORT – Jeff Drobney

- A. City Manager reports, discussions and updates.
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.

Mayor Easterling appointed Ann Langan and Britt Doss to fulfill vacancies on the Kennesaw Downtown Development Authority with terms ending Dec 2021 and Dec 2023, respectively. Mayor Easterling also appointed Kevin Tidwell to fulfill a vacancy on the Kennesaw Development Authority with a term ending Dec. 2023.

Motion by Councilmember Viars to ratify the appointments of Ann Langan, Britt Doss, and Kevin Tidwell, seconded by Councilmember Blinkhorn. Vote taken, 5-0 approved unanimously. Motion carried.

XXI. COUNCIL COMMENTS

Councilmember Pat Ferris mentioned how pollen season has begun and he is allergic to everything. Feel better, Councilmember Ferris!

Councilmember David Blinkhorn thanked the Mayor and the City Manager whom have been in constant communication with state and local agencies and have been keeping Council informed. He is grateful for all they are doing.

Councilmember James Eaton exclaimed wow—what a week!

Councilmember Chris Henderson joked Councilmember Blinkhorn stole his thunder but wanted to say thank you for everything. He now knows why he chose not to homeschool his children.

Councilmember Tracey Viars asked everyone to be safe, patient, and kind.

Mayor Derek Easterling announced effective 5:00 PM today, City Hall would be closed to public access until further notice.

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 7:39 P.M. The next regularly scheduled meeting will be held Monday, April 6, 2020 at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Addington, Deputy City Clerk



**Regular Meeting Agenda
4/6/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of a RESOLUTION to authorize a Community Development Block Grant (CDBG) Cooperation Agreement between Cobb County and City of Kennesaw for Program Years January 1, 2021 – December 31, 2023.
Agenda Comments:	Every three years, Cobb County is required to re-qualify as an Urban County along with its municipalities. This agreement allows for the City of Kennesaw to participate in the Cobb Urban County CDBG Program. By participating in the County program, the City does not compete in the statewide funding program. The Public Works Director recommends approval and the Mayor to sign the attached Agreement and Resolution.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	3/30/2020	Resolution
Agreement	3/30/2020	Presentation
Attachment	3/30/2020	Backup Material

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-__, 2020

**RESOLUTION AUTHORIZING COOPERATION AGREEMENT BETWEEN
COBB COUNTY AND CITY OF KENNESAW IN THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FEDERAL FISCAL YEARS 2021-2023
(HUD - NOTICE CPD-19-04)**

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

WHEREAS, Cobb County, as the lead entity for the Cobb Urban County Community Development Block Grant (CDBG) Program; and

WHEREAS, every three years the City is required to re-qualify as an Urban County along with each Cobb municipality; and

WHEREAS, this agreement will allow the City of Kennesaw to have access to CDBG funding; and

WHEREAS, these funds can be utilized for various public improvements and all other programs offered through this funding vehicle.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council supports the Community Development Block Grant (CDBG) Program between the City and Cobb County and authorizes the Mayor to sign this agreement.

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

ATTEST:

CITY OF KENNESAW

Lea Addington, City Clerk

Derek Easterling, Mayor

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

CDBG Program Urban County Qualification



COOPERATION AGREEMENT

FOR

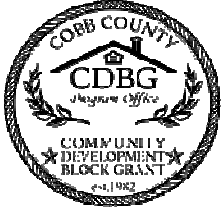
Cobb County, Georgia

and

The City of Kennesaw

Program Years
January 1, 2021 – December 31, 2023

AUTHORITY: HUD - NOTICE CPD-19-04



COBB COUNTY CDBG PROGRAM OFFICE

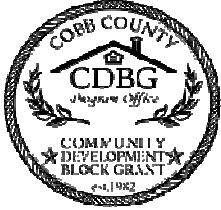
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Kimberly Roberts
Managing Director



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Managing Director



COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS COOPERATION AGREEMENT [AUTHORITY: CPD NOTICE 19-04; MARCH 2019] Program Year 2021 - 2023

This Cooperation Agreement made this _____ day of _____, 2020, by Cobb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Smyrna, a municipal corporation located in Cobb County (hereinafter referred to as the "City").

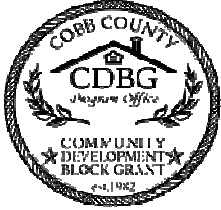
Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2021 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates.

HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2021.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Cobb County CDBG Program.



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Managing Director



By executing the CDBG cooperation agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Cobb County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Cobb County Board of Commissioners.

During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.



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Managing Director



Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

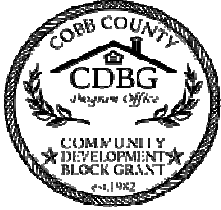
The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Cobb County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2021 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it



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Managing Director



may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The county and the city agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing 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. The City acknowledges that it has adopted and is enforcing 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.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.



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Managing Director



The City has affirmed that it has adopted and is enforcing:

- a. 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;
- b. 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 jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

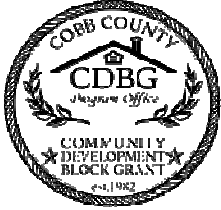
Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.



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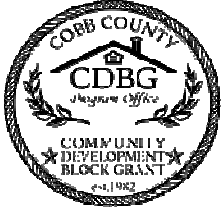
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, 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 following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

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

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.



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Managing Director



Section 9: Agreement Execution

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

For City of Kennesaw:

Signature of Authorized Person

Typed or printed name and title

Date of Signature

Attest: _____
Signature

Typed or printed name and title

Date of Signature

Date Approved: City Governing Body:

[IMPRINT CITY SEAL HERE]

For Cobb County:

Michael H. Boyce, Chairman
Cobb County Board of Commissioners

Date of Signature

Attest: _____
County Clerk

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Kimberly Roberts, Managing Director
Cobb County CDBG Program Office

Date of Signature

Board Action Date: _____

Approved As To Form:

County Attorney's Office

Date of Signature



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Kimberly Roberts
Managing Director



Section 10: City Clerk Certification

Name of City: City of Kennesaw

This is to certify that the authority to execute the attached Cooperation Agreement with the Cobb County Board of Commissioners for participation in the Cobb County Community Development Block Grant Program, for Urban County qualification beginning with PY2021, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Cobb County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

Date

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of City Clerk

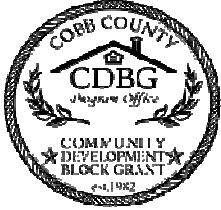
Print Name of City Clerk

Date

Attest: _____
Signature

Print Name of Attestor

Date of Signature



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Kimberly Roberts
Managing Director



Section II: Legal Opinion

For City of Kennesaw

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Cobb County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____
City Attorney

Name of City Attorney
[Typed or Printed]

Date of Approval

For Cobb County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Cobb County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____
County Attorney

Name of County Attorney
[Typed or Printed]

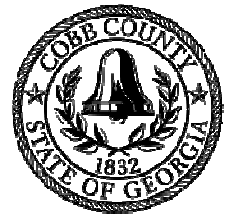
Date of Approval



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Managing Director



March 30, 2020

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

Re: Cooperation Agreement for Program Years January 1, 2021 – December 31, 2023

Dear Mayor Easterling:

Every three years, Cobb County, as the lead entity for the Cobb Urban County CDBG Program, is required to re-qualify as an Urban County along with each of its municipal partners¹. As such, the Cobb County CDBG Program Office is requesting documentation of the City's intent to participate in the Cobb Urban County CDBG Program. If the City elects to participate for the next three years, please pass a resolution to authorize the chief elected official to execute an agreement that allows for continual participation in the Cobb Urban County CDBG Program. If the City elects to not participate, please send a formal declination that excludes participation in Cobb's Urban County CDBG Program. (Cobb County is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the City of Kennesaw notifies the Cobb County CDBG Program Office in writing by **Friday, May 15, 2020**).

This letter serves as notification that City of Kennesaw is not eligible to apply for CDBG grants under the State CDBG program while it is a part of an Urban County, and in becoming a part of the Urban County, City of Kennesaw automatically participates in the HOME and ESG programs if the Urban County receives HOME and ESG funding, respectively. If a jurisdiction decides to exclude itself from Cobb's Urban County, it may compete statewide through the Georgia State Department of Community Affairs (DCA) CDBG program for any future CDBG funding².

We have enjoyed working with your City over the years and we know that the CDBG funds invested in the City of Kennesaw have funded numerous public improvements, supported non-profit agencies, and provided assistance to low and moderate income families.

¹ The Cobb Urban County CDBG Program consists of the following cities: Acworth, Austell, Kennesaw, and Powder Springs.

² This does not apply to the City of Smyrna because the City's low and moderate income population qualifies this jurisdiction as a separate entitlement community.

To remain a part of the Cobb Urban County, the City should take the following steps:

Council Action Required

- Obtain a formal majority vote by the City Council at a regularly scheduled or special meeting prior to **Friday, May 15, 2020** to rejoin the Cobb Urban County CDBG Program; and
- Authorize the Mayor to execute and the City Clerk to certify all Cooperation Agreements and any other necessary documents permitting the City to remain as a member of the Cobb Urban County CDBG Program.

Mayor/Clerk Action Required

- Execute Federal Program Year [PY] 2021-2023 Cooperation Agreement with original signatures on all 5 copies.
- **Return all 5 copies** of PY2021-2023 Cooperation Agreements and copies of the City's authorizations [agenda and minutes] to the Cobb CDBG Program Office by **Monday, June 1, 2020**.
- If your City chooses to exclude itself from the Cobb County Urban County CDBG Program, you are required to notify **the County** in writing that the City wishes to be excluded from participation in Cobb County's Urban County program at the expiration of the current agreement.

Should you have any questions regarding the execution of the City's Cooperation Agreement, please contact me at (770) 528-1459 or via email at kimberly.roberts@cobbcounty.org.

Sincerely,



Kimberly Roberts
Managing Director

Enclosures: Cooperation Agreement

cc: Mrs. Rabihah Walker-Towers, Deputy Director, Cobb County CDBG Program Office
Mr. Yared Altaye, Engineer/Project Specialist, City of Kennesaw



**Regular Meeting Agenda
4/6/2020 6:30 PM
Council Chambers**

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



**Regular Meeting Agenda
4/6/2020 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	3/6/2020	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	3/24/2020	Backup Material
Kennesaw Downtown Development Authority	3/24/2020	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
Destiny Davidson Cobb 911	770-499-4105 Destiny.davidson@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	2865 Shillings Chase Court Kennesaw, GA 30152 (c) 404-273-4517 ktidwell@kennesaw-ga.gov	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
Britt Doss	4416 Black Hills Drive NW Acworth 30101 bdoss@kennesaw-ga.gov (w) 770-793-9286 (c) 770-355-9441	Dec. 2023
Gary Hasty	2887 Boone Dr., NW Kennesaw, GA 30144 (w) 404 216-7299 (c) 404-219-1801 ghasty@kennesaw-ga.gov	Dec. 2023
Chad Howie	3008 Cherokee Street NW Kennesaw 30144 chowie@kennesaw-ga.gov (w) 770-702-1223 (c) 770-789-3350	Dec. 2021
Anne Langan	4243 Sheffield Court NW Kennesaw 30144 alangan@kennesaw-ga.gov 910-233-3586	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