

**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  
October 5, 2020 6:30 PM  
Council Chambers**

**I. INVOCATION**

**II. PLEDGE OF ALLEGIANCE**

**III. CALL TO ORDER**

**IV. ANNOUNCEMENTS**

- A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.

Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

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

**V. PRESENTATIONS**

- A. Presentation of a Proclamation declaring October 5-11, 2020 as Public Safety Appreciation Week. The City of Kennesaw Mayor and Council give special recognition to the Kennesaw Police Department and Kennesaw/Acworth 911 Communications. Thank you for all you do for our citizens and community!

**VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR**

## **VII. OLD BUSINESS**

## **VIII. NEW BUSINESS**

- A. Approval of RESOLUTION to update various portions of the Master Fee Schedule.

Updates to the Master Fee Schedule include the following: 911 record certification fee; clarification from Building Services regarding the non-refundability and non-transferability of permits and the deletion of the Conversion of Single Family Residence to Group Day Care Home/Center fee; the addition of the Southern Museum and Smith Gilbert Gardens joint wedding package; full museum, the Depot, and Cobb Energy Gallery rental cost per hour amendments; AV Equipment add-on fee for the small/large meeting rooms and Banquet Hall in Community Center; rental fees for additional rooms in the Community Center, the Skate Park and the Splash Pad; Park Use Permit for Swift-Cantrell Park; Outdoor garden rentals and Hiram Butler House amendments; program additions and several rental deletions for Smith-Gilbert Gardens. City Clerks office recommends approval.

## **IX. COMMITTEE AND BOARD REPORTS**

## **X. PUBLIC HEARING(S)**

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

## **XI. CONSENT AGENDA**

- A. Approval of the September 14, 2020 Mayor and Council work session minutes.
- B. Approval of the September 21, 2020 Mayor and Council regular meeting minutes.
- C. Approval of the September 21, 2020 executive session minutes.
- D. Receipt of the MetroAtlanta August 2020 activity report.
- E. Authorize a RESOLUTION to approve the bid and award contract for Community Development Block Grant (CDBG) Kennesaw Heights Project. Staff solicited bids from qualified contractors to install curb, gutter and make storm improvements in association with the Community Development Block Grant (CDBG) program. The project will consist of installing storm lines, junction boxes, and curb and gutter on White Oak Circle and Randolph Circle. The bid announcement was advertised in the Marietta Journal pursuant to City procurement policy. Eight bids were received: DAF Concrete Inc. - \$149,232.00; Multiplex, LLC - \$269,099.70; Butch Thompson Enterprises, Inc. -

\$299,712.25; A1 Contracting - \$333,541.00; Integrated Sitework, LLC - \$338,915.75; Sol Construction, LLC - \$368,040.00; J.G. Leone Enterprises, Inc. - \$540,965.00; and Site Engineering, Inc.- \$593,054.00.

The two lowest bidders were unable to qualify to perform the work due to the CDBG Office finding problems with their Data Universal Number System Number (DUNS#). DUNS is a credit-tracking program used by the Federal Government. Because of the issues found, the City was required to reject these bids.

The Public Works Director recommends approval of bid and award of contract to Butch Thompson Enterprises, Inc. for the amount of \$299,712.25 and requests the Mayor to sign the attached resolution and contract.

100.1050.54.142000.00000 CDBG Projects

## **DEPARTMENT REPORTS**

### **XII. GENERAL AND ADMINISTRATIVE**

GINA AULD, Finance Director

- A. Consideration for approval of a Wine Manufacturer license for Dry County Brewing LLC d/b/a Dry County Brewing located at 1500 Lockhart Drive, Kennesaw, GA 30144. Applicant: Robert Sinclair III.

The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application and background check results are on file. Finance Director recommends approval.

100.0000.32.1100 Application Fee \$350.00

### **XIII. PUBLIC SAFETY**

BILL WESTENBERGER, Police Chief  
LINDA DAVIS, 911 Communications Director

- A. Receipt of the July 2020 Crime Statistics.
- B. Receipt of the August 2020 Crime Statistics.

### **XIV. INFORMATION TECHNOLOGY**

RICK ARNOLD, Operations Specialist  
JOSHUA GUERRERO, Systems Administration Specialist

### **XV. PUBLIC WORKS**

RICKY STEWART, Public Works Director  
ROBBIE BALENGER, Facilities Manager

**XVI. RECREATION AND CULTURE**

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

**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  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.
<b>Agenda Comments:</b>	Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <a href="https://www.facebook.com/CityofKennesaw/">https://www.facebook.com/CityofKennesaw/</a>
<b>Funding Line(s)</b>	

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**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	If you are not able to attend a meeting in-person and would like to provide public comment on a specific agenda item, you can email <b>kennesawcouncil@kennesaw-ga.gov</b> 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.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

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**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Presentation of a Proclamation declaring October 5-11, 2020 as Public Safety Appreciation Week. The City of Kennesaw Mayor and Council give special recognition to the Kennesaw Police Department and Kennesaw/Acworth 911 Communications. Thank you for all you do for our citizens and community!
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

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**ATTACHMENTS:**

Description	Upload Date	Type
Proclamation	9/24/2020	Presentation



# PROCLAMATION

## DECLARING OCTOBER 5-11, 2020 AS PUBLIC SAFETY APPRECIATION WEEK

- WHEREAS:** the City of Kennesaw recognizes the vital role public safety plays in the quality of life offered in Kennesaw; and
- WHEREAS:** the City of Kennesaw honors the men and women who put their lives on the line daily for the safety and security of Kennesaw; and
- WHEREAS:** all of the public safety entities in Kennesaw are a valuable asset to the community; and
- WHEREAS:** it is the responsibility of the City of Kennesaw citizens to honor public safety personnel by saying a special thank you to the men and women who sacrifice so much for the community's welfare and safety. The Kennesaw Mayor and Council give special recognition to the Kennesaw Police Department and Kennesaw/Acworth 911 Communications.

**NOW, THEREFORE, BE IT PROCLAIMED,** the Kennesaw Mayor and Council do hereby proclaim October 5-11, 2020 as ***“Public Safety Appreciation Week”*** for the City of Kennesaw.

**IN WITNESS THEREOF,** I have hereunto set my hand and caused the official seal of the City of Kennesaw, Georgia, to be affixed this 5<sup>th</sup> day of October, 2020.

ATTEST:

APPROVED:

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James Friedrich, Deputy City Clerk

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Derek Easterling, Mayor



**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

<b>Title of Item:</b>	Approval of RESOLUTION to update various portions of the Master Fee Schedule.
<b>Agenda Comments:</b>	Updates to the Master Fee Schedule include the following: 911 record certification fee; clarification from Building Services regarding the non-refundability and non-transferability of permits and the deletion of the Conversion of Single Family Residence to Group Day Care Home/Center fee; the addition of the Southern Museum and Smith Gilbert Gardens joint wedding package; full museum, the Depot, and Cobb Energy Gallery rental cost per hour amendments; AV Equipment add-on fee for the small/large meeting rooms and Banquet Hall in Community Center; rental fees for additional rooms in the Community Center, the Skate Park and the Splash Pad; Park Use Permit for Swift-Cantrell Park; Outdoor garden rentals and Hiram Butler House amendments; program additions and several rental deletions for Smith-Gilbert Gardens. City Clerks office recommends approval.
<b>Funding Line(s)</b>	

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/29/2020	Resolution
Exhibit A	9/29/2020	Exhibit

**CITY OF KENNESAW, GEORGIA**

**RESOLUTION NO. 2020-\_\_, 2020**

**RESOLUTION TO UPDATE PORTIONS OF THE  
KENNESAW MASTER FEE SCHEDULE  
TO REFLECT CHANGES BY DEPARTMENTS**

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

**WHEREAS**, Kennesaw/Acworth 911 Center added a record certification fee; and

**WHEREAS**, Building Services provided clarification that all permits are non-refundable and non-transferrable and deleted the Conversion of Single Family Residence to Group Day Care Home/Center fee; and

**WHEREAS**, the Southern Museum amended the rental fees for the full museum, the Cobb Energy Galleria, and the Depot as well as created a joint wedding package with the Smith-Gilbert Gardens; and

**WHEREAS**, Smith-Gilbert Gardens adjusted various fees and requirements for several outdoor garden rentals and the Hiram Butler House; added fees for programs and virtual field trips; and deleted any remaining or conflicting rental services; and

**WHEREAS**, Parks and Recreation updated and added several rental space fees and created a Park Use Permit for Swift-Cantrell Park; and

**WHEREAS**, the Master Fee Schedule is hereby updated to reflect all changes as shown on Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** the Kennesaw City Council hereby adopts the revised Master Fee Schedule as presented (Exhibit A).

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_ day of October, 2020.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
James Friedrich, Deputy City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

**RESOLUTION NO. 2020-\_\_\_\_, 2020**  
**Exhibit A**  
**CITY OF KENNESAW**  
**MASTER FEE SCHEDULE**  
 \_\_\_\_date\_\_\_\_

DEPARTMENT	FEE TYPE	FEE	REFERENCE
911 Communications	Pre-paid Cellphones	\$1.50 per cellphone, one-time fee when purchased	Resolution No. 2018-35 HB 751 (2018)
911 Communications	Post-paid cellphones	\$1.50	Resolution No. 2018-36 HB 751 (2018)
<u>911 Communications</u>	<u>Certify documents &amp; CDs</u>	<u>\$5</u>	
All Departments	CDs, DVDs	\$0.25;  \$10 for bodycam or in-car videos (only)	OCGA 50-18-71(f);  OCGA 50-18-96(g) [HB 976 - 2016]
All Departments	Copies (8 ½ X 11, Legal & 11 x 17)	\$0.10 per page, and administrative charges for search, retrieval, and other direct administrative costs, such administrative charges and supervising records research not to exceed the salary of the lowest paid full-time employee who, in the discretion of the custodian of the records, has the necessary skill and training to perform the request.	Per Open Records Law OCGA 50-18-70  (The requester is not charged for the first fifteen minutes of time.)
All Departments	Returned Check Charge	\$25	
Building	Borrow/Fill Permit	\$50  <u>Non—refundable, non-transferrable</u>	Follow same procedures as Land Disturbance Permit.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Building	Building Permits Residential/Commercial New or Remodel & Additions Permits	Minimum Fee \$50  <u>Non—refundable, non-transferrable</u>	Reference fee schedule in Section 18-6 in Code of Ordinances. Ordinance No. 2006-06
Building	Construction Document Review	\$500 \$750 \$1,000	Under 5 acres (Type 1) 5-15 acre (Type 2) Over 15 acres (Type 3)
Building	Construction Document Resubmittal	\$250 \$375 \$500	Under 5 acres (Type 1) 5-15 acre (Type 2) Over 15 acres (Type 3)
Building	Construction Trailer Permit	\$50  <u>Non—refundable, non-transferrable</u>	Ordinance No. 2008-22
Building	Electrical Permit :phone system, data system, security system, fire alarm system, CATV system	Minimum Fee \$50  <u>Non—refundable, non-transferrable</u>	Ordinance No. 2006-06
Building	Foundation Only Permit	\$75  <u>Non—refundable, non-transferrable</u>	Ordinance No. 2008-22
Building	Grading Permit	\$50  <u>Non—refundable, non-transferrable</u>	Issued only after Land Disturbance procedures are followed.
Building	House Moving Permit	\$75	Ordinance No.2008-22.



DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>Non—refundable, non-transferrable</u>	
Building	HVAC Permit	Minimum Fee \$50  <u>Non—refundable, non-transferrable</u>	Ordinance No. 2006-06
Building	Impact Fee	\$699 (residential) Commercial fees – see Attachment A	Ordinance No. 2010-04.
Building	Land Disturbance Permit	\$50  <u>Non—refundable, non-transferrable</u>	Issued only with approval of the Plan Review Committee
Building	Landscape/Tree Review	\$250	
Building	Landscape/Tree Resubmittal	\$150 each	
Building	Mobile Home Permit	\$75  <u>Non—refundable, non-transferrable</u>	Ordinance No. 2008-22
Building	Move In C.O. Permit	\$50  <u>Non—refundable, non-transferrable</u>	This is required before a new business can occupy a building & Business License issued. Ordinance No. 2006-06
Building	Multi-Family Permit	Flat Fee: Plumbing - \$50 per Unit HVAC – \$50 per Unit Electrical- \$50 per Unit <u>Non—refundable, non-transferrable</u>	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Building	Plumbing Permit	Minimum Fee \$50  <u>Non—refundable, non-transferrable</u>	Ordinance No. 2006-06
Building	Re-activate expired permits	Same as new permit fee	
Building	Re-inspection Fees	\$25 - 1 <sup>st</sup> \$50 - 2 <sup>nd</sup> \$75 - 3 <sup>rd</sup> \$100 - 4 <sup>th</sup>	Ordinance No.2006-06
Building	Replacement permit card	\$5  <u>Non—refundable, non-transferrable</u>	
Building	Swimming Pool Permit	Minimum Fee \$50 based upon cost of construction  <u>Non—refundable, non-transferrable</u>	
Building	Technology	1% of each permit issued, \$10.00 minimum fee per permit	
Building Services	Construction/Sales Office	\$50	
<del>Building Services</del>	<del>Conversion of Single Family Residence to Group Day Care Home/Day Care Center</del>	<del>\$50</del>	
Building & Plan Review Committee	Tree Harvesting Permit	No fee previously listed.	
Building & Public Works	Trenching/Excavation Permit	\$50  <u>Non—refundable, non-transferrable</u>	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Building/Zoning	Sign Permits	<p>Subject to type of sign: Banners- \$25 per event</p> <p>Banners-New Businesses first 60 days free</p> <p>Semi-directional-\$50 (renewed annually)</p> <p>Annual fee for existing billboards- \$100 (renewed annually)</p> <p>\$25 plus 1% of construction costs exceeding \$1,000 1% of each permit issued, \$10.00 minimum fee per permit (technology fee)</p> <p><u>Non—refundable, non- transferrable</u></p>	Unified Development Code Chapter 10
Building/Zoning	Construction Plans /Site Plan Review	\$250 (Engineer and Arborist)	All plans to be approved by the Plan Review Committee
Building/Zoning	Demolition Permit	<p>\$75</p> <p><u>Non—refundable, non- transferrable</u></p>	If in historic district, they must be approved by HPC. Application is filed w/ P&Z. Fee via Ordinance No. 2006-06
Business License Fee	Based on Gross Receipts	Class 1 through Class 6	See attached Schedule A “City of Kennesaw Business Tax Schedule”
Cemetery Fees	Residents Non-Residents	<p>\$1,000</p> <p>\$1,500</p>	<p>Lots are 5’x10’</p> <p>Remains must be in a vault</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	Employees	\$500	Resolution No. 2014-21, 2014
	Burial Permit	\$100	
	Cremation Internment in a lot	\$200	Cremations up to 4 in one lot; includes the cost of a burial permit Saturday & Sunday (no holidays)
		\$300	
	Cremation Garden Service + Engraved Bronze_Plaque	\$500	
		\$750	Monday through Friday (except holidays) Saturday and Sunday (except holidays)
	Memorial Garden - engraved bronze plaque only	\$300	
	Cremation Garden only – no bronze plaque	\$300	
	Business donation for zinc plaque		Contact Cemetery Foundation
	Memorial Trees		
	Includes marker + stake	\$300	
		\$150	
		\$250	
		\$300	
		\$175	
	Active or retired City Employees - Cremation Garden Service + Engraved Plaque	\$250	Japanese Maple Bloodgood Crepe Myrtle Yoshino Cherry Snow Goose Cherry Yoshino Cryptomeria
		\$375	
			Week days, except holidays
			Weekends, except holidays
City Clerk	Certified Copies of Records, upon request	\$25	OCGA 50-18-71(c)(1)

DEPARTMENT	FEE TYPE	FEE	REFERENCE
City Manager	Permit Fees – television, video, filming	\$100 (non-refundable) \$500 per day, per street \$250 per day, per street \$40 per hour, per officer \$45 per hour, per officer  \$50 per hour, per officer  \$300 per day \$250 per day \$300 per day \$250 per day \$250 per day \$2,000 per day \$2,500 per day	Application Processing Fee Street Closures Intermittent Street Closures Police Officer (Security) Police Officer (Security for alcohol event) Police Officer (Traffic)  City Parks City Cemetery Ben Robertson Community Center Historic Train Depot The Community House Southern Museum Smith-Gilbert Gardens
Court	Fines and Cash Bonds		See Chapter 38 of the Kennesaw Code of Ordinances
Court	Certified Records	\$5	
Events Committee	Depot Tunnel Amphitheatre	Security Deposit: \$50; Kennesaw City Resident: \$30 per hour (2-hour minimum); Non-Resident: \$50 per hour (2-hour minimum)	Maximum 60 attendees. Refer to Depot Tunnel Amphitheatre Policy
Events Committee	Event Application Fee	\$50 nonrefundable application fee for all events	to be waived only when a City department or board is a primary or co-applicant
Events Committee	Police Officer Alcohol Beverage Concession Support	\$45 per hour, per officer	2 hour minimum
Events Committee	Police Officer Support for City Sanctioned Events	\$35 per hour, per officer (based on special event application)	The number of required officers at an event is determined by the type of event
Events Committee	Police Officer	\$40 per hour, per officer	2 hour minimum

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	Special Events at City Facilities for external rentals		
Events Committee	Public Works Street Closings	\$48 per hour, with 4-hour minimum plus \$10 per sign required (based on special event application)	Based on rate for two person crew
Events Committee	Barricade Replacement	\$120 each	Only charged if barricade is damaged or stolen
Events Committee	Maintenance Dept	\$20 per hour, per person with 2-hour minimum for custodial support	Charge for non-City events
Events Committee	Maintenance Dept	\$25 per hour, per person, with 2-hour minimum for other maintenance (such as electrical)	Charge for non-City events
Events Committee	Race Fee	\$2,000	In effect January 2013. Fee covers City's costs; does not include \$500 Orion Racing fees; City contract required
Events Committee	Recreation Staff	\$20 per hour, per employee if requested in Special Event Application	
G & A	Tent Permit (Temporary)	\$15	
G & A	Alcoholic Beverage License	\$350 Application Fee	See Chapter 6 in Code of Ordinances. See Code of Ordinances Section 6-52 for License Fee Schedule. The application fee will cover the cost of advertising 2 times, fingerprinting & background check.
G & A	Bail Bonds Application	Regulatory fee \$100 Each employee \$50 Fingerprint fee \$45	See Code of Ordinances Section 22-71. Approval of M&C required on new applications only. License

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			based on gross receipts if located within city only.
G & A	Business License Fees	Based on gross receipts	See Code of Ordinances, Ch. 22
G & A	Business License Fees – Rush process fee	\$50 fee to process a business license same day after receiving a completed application or renewal form with all appropriate approvals	
G & A	Convenience Fee	\$3 fee to pay Sanitation or Stormwater over the phone; \$15.50 fee to pay property tax on the website; 3% fee for credit card payments at the property tax window	
G & A	Insurance or licensed agent: Annual license fee upon each insurer doing business within the City  A licensed agent of an insurer for insurance said insurer shall pay an additional license fee per location	\$100  \$35 per location	O.C.G.A. § 33-8-8(b)(1); Ordinance No. 2011-27
G & A	Massage Therapist License	No application fee. License based on gross receipts - See Code of Ordinances 22-45. \$45 Fingerprint Fee	See Code of Ordinances Chapter 22, Article IX. Approval of M&C required on new applications only. State license required before business license is issued.
G & A	Pawn Broker License	No application fee. License based on gross receipts - See Code of Ordinances 22-45.	See Code of Ordinances Section 22-276. Approval of M&C required on new applications only.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		\$45 Fingerprint Fee	
G & A	Property Tax FIFA fee for placing a lien on property for delinquent taxes	\$12.50	Code Section 82-28
G & A	Sanitation Deposit	Residential & Commercial \$100	Fee may be waived through a positive credit check
G & A	Sanitation Service	<b>Residential:</b> \$22 per month for one can. (Receive one month free if annual bill is paid in advance)  <b>Commercial:</b> \$22 per month for one can	Discount on multiple containers
G & A	Sanitation Recycle Bin	\$100 if lost	
G & A	Sanitation Call Back Service	Regular hours \$25 After hours \$55	
G & A	Sanitation Reinstatement Fee	\$50	
G & A	Sanitation Bulk Materials Collections	Cost is based on type of material, weight, & time required for collections of the material. \$45 (up to 30 minutes)  \$10 for each additional ten minutes over 30 minute initial work	Additional fees will be charged for materials that incur added dumping fees (based on dumping fee)
G & A	Soliciting Permit Commercial Only-(Door to Door)	\$25 (30 day period)	Need I.D. badges to be issued by PD with photo and expiration date.
G & A	Fundraising Counsel or Professional Solicitor	\$200 plus \$25,000 bond	Permit valid one year, all expire on December 31 <sup>st</sup> ; Ordinance No. 2011-02
G & A	Yard Sale Permit	No Fee	No more than 3 days in succession; no more than 3



DEPARTMENT	FEE TYPE	FEE	REFERENCE
			weekends per calendar year; Code Sec 22-302(2)
GIS	Map Costs	8.5"x11" – (Vector Map \$0.50, Aerial Photo \$1.00)  11"x17" – (Vector Map \$1.00, Aerial Photo \$2.00)  18"x24" – (Vector Map \$3.00, Aerial Photo \$5.00)  24"x36" – (Vector Map \$5.00, Aerial Photo \$7.50)  34"x44" – (Vector Map \$7.50, Aerial Photo \$10.00)  Legal 8.5"x14" – (Vector Map \$0.75, Aerial Photo \$1.50)  \$5.00 setup fee applied to any existing maps requested in different paper size; specialty maps will be priced and billed at an hourly rate.	
KDDA	Façade Grant Application	\$100	
KDDA	Farmers Market fees	\$25 Application Fee \$5 weekly fee	
Museum	Admission Fees  Changes to be implemented March 1, 2019	Adult regular \$10 Senior regular (65+) \$8; Active Military (w/ID), University Student (w/ID), Child/Youth (3-17)	Family Pass is good for up to 2 Adults and 4 children

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		All \$5; Toddlers 2 and under – Free with Family; Adult AAA \$9; Senior AAA (65+) \$7; Child/Youth AAA (3-17) \$4	
Museum	Admission Fees Group Rates – (Group Rates consist of 10 individuals). A minimum flat fee is charged if there are less than 10 individuals.	Student Guided Tour \$5.00 per student \$50 minimum flat fee  Student Self-Guided Tour \$4.00 per student \$40 flat fee Groups of over 25 students must select the guided option of \$5 per student  Adult Guided Tour \$5.00 per adult \$50 minimum flat fee	School Tours – Teachers and school employees enter for free during tour, any additional adult chaperones pay \$5 each.
Museum	Archival Documents Reproduction and Duplication Fees	\$0.30 per page for 8 ½" x 11" \$0.40 per page for 11" x 17" \$10 handling fee per 100 pages duplicated	Handling fee applies after first 100 pages.  Duplication fees do not include cost of shipping.
Museum	Archives Researcher Fee	\$10 per day per researcher	
Museum	Digital Image Duplication Services	\$10 per image duplicated digitally	If file is sent via physical media (CD, flash drive, etc.) cost of media used and shipping fees apply.
<u>Museum/Gardens</u>	<u>Southern Museum &amp; Smith Gilbert Gardens Joint Wedding Package</u>	<u>Dual Location Rental Only Package</u>	<u>Outdoor Ceremony after 4 PM (maximum 2 hours; available March –November depending on weather.</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>Ceremony located at Smith Gilbert Gardens (2 hours)</u>  <u>Reception located at The Southern Museum (4 hours)</u>  <u>Package Total: \$2800</u>	<u>Max Capacity of 100 people</u>  <u>Shuttle Service can be added on for \$600 for 3 hours of service.</u>
<u>Museum</u>	<u>The Depot: \$75.00/hour</u>  <u>This option is available during and after normal operating hours. All events must be finished by 12 AM</u>	<u>\$75 per hour during operating hours (2-hour minimum)</u>  <u>\$75 deposit</u>  <u>\$150 per hour after operating hours if room is rented by itself.</u>  <u>(2-hour minimum)</u> <u>\$150 deposit</u>  <u>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</u>  <u>Normal operating hours are Mon - Sat, 9:30 AM – 5 PM; Sun, 11 AM – 6 PM.</u>  <u>Optional \$100 staff room set-up fee.</u>  <u>Damage deposit \$100</u>	<u>10% discount for City Employees, Non Profits, or Museum Members (no combined discounts)</u>  <u>Max capacity is 50 people in the classroom – Restroom Access</u>  <u>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>Returnable if facility is left clean and not damaged.</u> <u>Payable only via check.</u>	
Museum	<p>Museum Classroom Business Rental Rate Meeting Space/Reception</p> <p>This option is available during and after normal operating hours. All events must be finished by <del>10 PM</del> <u>12 AM</u></p>	<p>\$75 per hour during operating hours (2-hour minimum) \$75 deposit \$150 per hour after operating hours if room is rented by itself. (2-hour minimum) \$150 deposit</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour. Normal operating hours are Mon - Sat, 9:30 am – 5 pm; Sun, 11 am – 6 pm</p> <p>Optional \$100 staff room set-up fee.</p> <p>Damage deposit \$100 Returnable if facility is left clean and not damaged. Payable only via check.</p>	<p>10% discount for City Employees, <u>Non Profits</u> or Museum Members (no combined discounts)</p> <p>Max capacity is 50 people in the classroom – Restroom Access</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	<p>Museum Classroom Birthday Party/Children's Event</p> <p>This option is available during and after normal operating hours. All events must be finished by <del>10 PM</del> <u>12 AM</u></p>	<p>\$75 per hour during operating hours (2-hour minimum) \$150 per hour after operating hours if room is rented by itself. (2-hour minimum)</p>	<p>Max capacity is 50 people in the classroom</p> <p>The Jolley Education Center may be closed to the public for a one-hour period at either 10 am or 2:30 pm.</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<p>\$150 deposit</p> <p>To close the Jolley Education Center for a private Birthday Event – Additional \$75</p> <p>Damage deposit \$100 Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Optional \$100 staff room set-up fee</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	<p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	<p>Full Museum Rental – Museum Exhibit Galleries/Cobb Energy Gallery (excludes Theater, Jolley Education Center or other Museum areas)</p> <p>*This option is only available <b>after</b> normal operating hours. All events must be finished by 12 am.</p>	<p><del>\$300</del> <u>\$500</u> per hour (2-hour minimum) Security deposit \$300;</p> <p><del>\$300</del> <u>\$500</u> per hour after operating hours if room is rented by itself. (2-hour minimum) \$350 deposit</p> <p>Normal operating hours are Mon - Sat, 9:30 am – 5 pm; Sun, 11 am – 6 pm</p> <p>Optional \$150 staff room set-up fee</p>	<p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Max capacity for the museum is 1,646 total; see staff for individual room limits and structure.</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<p>Damage deposit \$500 Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	<p><u>Custom Rental packages based upon the fee schedule are available upon request.</u></p>
Museum	<p>Cobb Energy Gallery (no access to museum exhibits or galleries)</p> <p>This option is available during and after normal operating hours. All events must be finished by 12:00 am.</p>	<p><del>\$150</del> <u>\$200</u> per hour (2-hour minimum), during operating hours <del>\$150</del> <u>\$200</u> deposit \$300 per hour after operating hours (2-hour minimum) \$300 deposit</p> <p>Damage deposit \$500 Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Optional \$150 staff room set-up fee</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	<p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Max capacity is <del>80</del> <u>250</u> people in the Cobb Energy Gallery.</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	Other/Special Archival Duplication Fees	Varies	Specialized archival duplication work not listed elsewhere is handled on a case by case basis.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Museum	Outreach Programs	Single class visits are \$75 (40 students max); each additional class is \$50. A standard mileage fee based upon the current city rate will be charged for visits to schools outside of a 20 mile radius of the Museum.	
Museum	Publication and Commercial Usage Fees	<p>\$100.00 fee for first 10 items for commercial usage and \$50.00 per additional item.</p> <p>\$25.00 for first 10 items for academic/non-profit usage and \$10.00 per additional item.</p>	These costs are in addition to reproduction fees, and additional fees may apply depending on circumstances.
Museum	<p>Theater only</p> <p>*This option is only available <b>after</b> normal operating hours. All events must be finished by 12 am.</p>	<p>\$150 per hour (2 hour minimum) \$150 deposit</p> <p>Damage deposit \$100 Returnable if facility is left clean and not damaged. Payable only via check.</p> <p>Optional \$150 staff room set-up fee</p> <p>Outside alcohol permitted with a required City of Kennesaw police officer presence- \$40 per hour.</p>	<p>10% discount for City Employees, non-profits, government agencies or Museum Members (no combined discounts)</p> <p>Max capacity is 100 people in the theater.</p> <p>Rentals are not available on city holidays or the evening before a holiday after normal operating hours.</p>
Museum	Travel Trunk	\$75 per week	Renters are responsible for picking the Traveling Trunk up

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			from the Museum and returning it after seven days.
Museum	Venue Supply Rental	\$10 per table linen (white/black) \$5 per black table runner \$50 per caterer's/room drape (white/black) \$3 per round glass mirror centerpiece or glass table numbers	
Parks & Rec.	Cancellation Fees – With Notice	\$5 \$15 \$25 \$30	Programs/activities Pavilion rentals All other facility rentals Camps Code section 66-16(c)(18)
Parks & Rec.	Cancellation Fees Without Notice	Forfeit rental fees	Code section 66-16(c)(4): If facilities are not used during the reserved time for any reason and no prior cancellation was given
Parks & Rec.	Cleaning/Security Deposit Fee	May lose all or a portion of cleaning deposit	Code section 66-16(e); The decision of whether the deposit shall be refunded is solely up to the director of the Parks and Recreation department or his or her designee
Parks & Rec.	Community Center Banquet Hall	<b>RESIDENTS:</b> \$125 per hour; <b>NON-PROFITS:</b> \$75 per hour; <b>NON-RESIDENTS:</b> \$200 per hour  \$150 Security Deposit	2-hour minimum for all rentals  The deposit is refunded once confirmed there are no problems.  **The person who is renting the facility must be the person who uses the facility; this would stop



DEPARTMENT	FEE TYPE	FEE	REFERENCE
		Portable dance floor including set up and take down available for \$150.  DJ Platform Setup available for \$50.00  <u>\$50 AV Equipment Add-On</u>	city residents renting for non-residents.
Parks & Rec.	Community Center – Conference Room	<b>RESIDENTS:</b> \$12 per hour; <b>NON-PROFIT:</b> \$12 per hour; <b>NON-RESIDENTS:</b> \$20 per hour  Security Deposit \$50	1-hour minimum for all rentals
Parks & Rec.	Community Center – Large Meeting Room	<b>RESIDENTS:</b> \$35 per hour; <b>NON-PROFITS:</b> \$35 per hour; <b>NON-RESIDENTS:</b> \$70 per hour  \$50 Security Deposit  <u>\$50 AV Equipment Add-On</u>	2-hour minimum for all rentals  The deposit is refunded once confirmed there are no problems
Parks & Rec.	Community Center – Small Meeting Room	<b>RESIDENTS:</b> \$20 per hour; <b>NON-PROFIT:</b> \$20 per hour; <b>NON-RESIDENT:</b> \$40 per hour	2-hour minimum for all rentals  <u>The deposit is refunded once confirmed there are no problems</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>\$50 Security Deposit</u>	
		<u>\$25 AV Equipment Add-On</u>	
Parks & Rec.	Community Center – Craft Lab	<b>RESIDENTS:</b> \$17.50 per hour; <b>NON-PROFIT:</b> \$17.50 per hour; <b>NON-RESIDENT:</b> \$35 per hour	2-hour minimum for all rentals  <u>The deposit is refunded once confirmed there are no problems</u>
		<u>\$50 Security Deposit</u>	
<u>Parks &amp; Rec.</u>	<u>Community Center - Painting Lab</u>	<b>RESIDENTS:</b> <u>\$20 per hour</u> <b>NON—PROFIT:</b> <u>\$20 per hour</u> <b>NON-RESIDENTS:</b> <u>\$40 per hour</u>	<u>2-hour minimum for all rentals</u>  <u>The deposit is refunded once confirmed there are no problems</u>
		<u>\$50 Security Deposit</u>	
<u>Parks &amp; Rec.</u>	<u>Community Center – Fitness Room</u>	<b>RESIDENTS:</b> <u>\$20 per hour</u> <b>NON-PROFIT:</b> <u>\$20 per hour</u> <b>NON-RESIDENTS:</b> <u>\$40 per hour</u>	<u>2-hour minimum for all rentals</u>  <u>The deposit is refunded once confirmed there are no problems</u>
		<u>\$50 Security Deposit</u>	
Parks & Rec.	Community Classes	<b>NON-RESIDENT:</b> (Monthly programs) \$15 <b>NON-RESIDENT:</b> (All other classes) \$20	These fees are over and above the standard registration fees for participation in sports and classes.  66-17(a)(2) age 65 years or older are exempt from paying any non-resident user fees but

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			are required to pay all standard registration fees.
Parks & Rec.	Community House/Carrie House	<b>RESIDENTS:</b> \$100 per hour; <b>NON-PROFIT:</b> \$75 per hour; <b>NON-RESIDENT:</b> \$200 per hour  \$50 Security Deposit	2-hour minimum for all rentals  Available Monday through Sunday, 8:00 AM to 10:00 PM  Maximum capacity is 13.  Rentals are not available on city holidays or the evening before a holiday after normal operating hours.
Parks & Rec.	Dance Rooms	<b>RESIDENTS:</b> \$20 per hour; <b>NON-PROFIT:</b> \$20 per hour; <b>NON-RESIDENT:</b> \$35 per hour  \$50 Security Deposit	2-hour minimum for all rentals  The deposit is refunded once confirmed there are no problems
<del>Parks &amp; Rec.</del>	<del>Depot</del>	<del><b>RESIDENTS:</b></del> <del>\$60 per hour;</del> <del><b>NON-PROFIT:</b></del> <del>\$35 per hour;</del> <del><b>NON-RESIDENT:</b></del> <del>\$120 per hour</del>  <del>\$50 security deposit</del>	<del>2-hour minimum for all rentals</del>  <del>Available Monday through Sunday, 8:00 AM to 10:00 PM</del>  <del>The deposit is refunded once confirmed there are no problems</del>  <del>40 people maximum—Restroom Access</del>  <del>Rentals are not available on city holidays or the evening before a</del>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			<del>holiday after normal operating hours.</del>
Parks & Rec.	Depot Amphitheatre	<b>RESIDENTS:</b> \$30 per hour; <b>NON-RESIDENTS:</b> \$50 per hour	2-hour minimum for all rentals  Rented Monday through Sunday from 9am to 8pm.  Maximum capacity is 60.  Rentals are not available on city holidays, the evening before a holiday or during a city special event.
Parks & Rec.	Electric charging station: (Revival Parking Deck and Adams Park)	\$.85 per hour for the first four (4) hours; After 4 hours, the fee increases to \$4.00 per hours; and A maximum of \$10.00 per day.	
Parks & Rec.	Park Pavilions	<b>RESIDENTS:</b> \$20 per hour; <b>NON-RESIDENTS:</b> \$40 per hour	2-hour minimum for all rentals  Resolution No. 2008-22 and in accordance with Municipal Code 66-16
<u>Parks &amp; Rec.</u>	<u>Park Use Permit (Swift-Cantrell Park)</u>	<u>Exterior Track:</u> <u>\$500 for 4 hours</u>  <u>Field A (approx. 8.4acres):</u> <u>\$300 per hour</u>  <u>Field A-Section 1 (approx. 1.5 acres):</u> <u>\$100 per hour</u>	<u>2-hour minimum for all rentals (excluding Exterior Track)</u>  <u>Exterior Track can only be rented between 8am-Noon (not exclusive) *Includes Section 1 of Field A</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>Field A-Section 3 (approx. 2.85 acres):</u> <u>\$150 per hour</u>  <u>Field B (approx. 4.51 acres):</u> <u>\$250 per hour</u>  <u>Field B-Section 4 (approx. 2.12 acres):</u> <u>\$125 per hour</u>  <u>Field B-Section 5 (approx. 2.21 acres):</u> <u>\$125 per hour</u>  <u>\$100 Security Deposit</u>	<u>Field A-Section 2 (approx. 3.8 acres):</u> <u>-Used for parking overflow</u> <u>-Not a standalone rental</u> <u>-Exclusive to Field A Rentals</u>  <u>The deposit is refunded once confirmed there are no problems</u>
<u>Parks &amp; Rec.</u>	<u>Skate Park</u>	<u>\$100 per hour</u> <u>(max cost \$400)</u>	<u>2-hour minimum for all rentals</u>
Parks & Rec.	Special Event Permits	\$15	
Parks & Rec.	Splash Pad Admission	\$2.00 per person	Children under the age of 14 years must be accompanied by an adult
<u>Parks &amp; Rec.</u>	<u>Splash Pad – Private Rental</u>	<u>\$10 per hour</u>	<u>3-hour minimum for all rentals</u>  <u>Standard entry fees apply</u>
Parks & Rec.	Sports Participants	Baseball Association Non-Resident fee \$35; Softball Association Non-Resident fee \$32; Soccer Association Non-Resident fee \$28; Football Association Non-Resident fee \$27	Resolution No. 2004-26
Parks & Rec.	Sports Association Facility -	Baseball Association -\$7 Softball Association - \$5	Resolution No. 2004-26

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	Per participant: (resident & non-resident)	Soccer Association – \$5 Football Association - \$5	These fees are over and above the standard registration fees for participation in sports and classes.
Parks & Rec.	Field Rental	Ball Fields - \$30/hr Soccer Field -\$40/hr (2hr minimum) **Lights are \$10/hr**	
Parks & Rec.	Tennis Court Rental Fee – ALTA/USTA Leagues	<u>Adult Team</u> <b>RESIDENTS:</b> \$200 per season; <b>NON-RESIDENT:</b> \$300 per season  <u>Senior Team</u> <b>RESIDENTS:</b> \$140 per season; <b>NON-RESIDENTS:</b> \$210 per season  <u>Youth Team</u> <b>RESIDENTS:</b> \$170 per season; <b>NON-RESIDENT:</b> \$255 per season	<p>When instructional programs offered through Parks &amp; Recreation are not scheduled, court play is available on a first-come, first-served basis.</p> <p>Instructional programs offered through Parks &amp; Recreation <b>always</b> take priority over public use.</p> <p>Leagues must book the courts with the Parks &amp; Recreation Department to ensure court use.</p>
Parks & Rec.	Tennis Court Rental Fee – Group Rate	Minimum 2 courts and 2-hour rental; <b>RESIDENTS:</b> \$8 per court, per hour; <b>NON-RESIDENTS:</b> \$12 per court, per hour	<p>When instructional programs offered through Parks &amp; Recreation are not scheduled, court play is available on a first-come, first-served basis.</p> <p>Instructional programs offered through Parks &amp; Recreation <b>always</b> take priority over public use.</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			To assure court space at desired time, court needs to be rented.
Parks & Rec.	Tennis Court Rental Fee – Public Court	<u>Adult</u> <b>RESIDENTS:</b> \$3 per person, per hour; <b>NON-RESIDENTS:</b> \$4.50 per person, per hour  <u>Seniors (60+)</u> <b>RESIDENTS:</b> \$2 per person, per hour; <b>NON-RESIDENTS:</b> \$3 per person, per hour  <u>Youth (18 and under)</u> <b>RESIDENTS:</b> \$2 per person, per hour; <b>NON-RESIDENTS:</b> \$3 per person, per hour	When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first-come, first-served basis.  Instructional programs offered through Parks & Recreation <b>always</b> take priority over public use.  To assure court space at desired time, court needs to be rented.
Parks & Rec.	Tennis Court Rental Fee – Team Practice	<b>RESIDENTS:</b> \$32 flat fee; <b>NON-RESIDENTS:</b> \$48 flat fee	Minimum 2 courts and 2 hours  When instructional programs offered through Parks & Recreation are not scheduled, court play is available on a first-come, first-served basis.  Instructional programs offered through Parks & Recreation <b>always</b> take priority over public use.

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			To assure court space at desired time, court needs to be rented.
Planning & Zoning	Administrative Variance Application	\$100	Unified Development Code, Chapter 9
Planning & Zoning	Charitable Donation Bins	\$100 annually	Unified Development Code, Chapter 5
Planning & Zoning	Final Plat Review – 1 <sup>st</sup> time	\$350	Unified Development Code, Chapter 10
Planning & Zoning	Final Plat Review – Resubmittal	\$150 each	Unified Development Code, Chapter 10
Planning & Zoning	Final Plat Application	\$250	Unified Development Code, Chapter 10
Planning & Zoning	HPC Certificate of Appropriateness	\$50 fee to cover administrative time, research and review + \$150 if demolition.	Unified Development Code, Chapter 4
Planning & Zoning	Rezoning Application	\$375	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Application	\$250	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Review – 1 <sup>st</sup> time	\$500 All plans to be approved by the Plan Review Committee before any schedule public hearing (Separate application fee)	Unified Development Code, Chapter 10
Planning & Zoning	Preliminary Plat Review – Resubmittal	\$250 each	Unified Development Code, Chapter 10
Planning & Zoning	Public Art Exhibits	\$50	Unified Development Code, Chapter 2
Planning & Zoning	Special Called Meeting (Rezoning or Land Use)	\$250	Unified Development Code, Chapter 10
Planning & Zoning	Special Land Use Permit Application	\$250	Fees to cover advertisement and signs issued to post; Unified Development Code Chapter 10



DEPARTMENT	FEE TYPE	FEE	REFERENCE
Planning & Zoning	Variance Application Request	\$375	Unified Development Code, Chapter 10
Planning & Zoning	Zoning Verification Letter	\$50 per parcel	Unified Development Code, Chapter 10
Police	Accident Reports	\$5	
Police	DVD copy of bodycam or in-car videos	\$10.00	OCGA 50-18-96(g) [HB 976]
Police	Certified Records	\$5	
Police	Criminal History	\$15	
Police	Expungement of Arrest Records	\$25 each incident	O.C.G.A. 35-3-37
Police (Jail)	Fingerprints (Card Provided by KPD)	\$10	
Police (Jail)	Fingerprints (Card Provided by Requester)	\$10	
Police	Incident Reports	\$0.10 per page	
Police	Pouring License (Server Permit)	\$25 Initial License \$15 Additional Establish. \$5 Replacement Card	
Police	Precious Metals	\$25 Permit Fee \$10 Annual Permit Renewal Fee <del>\$45 Fingerprint Fee</del>	See Section 22-141 Code of Ordinances and State Law 43-37-1
Public Relations	Photos	8x10 - \$10 5x7 - \$6	
Public Works			
Public Works	Driveway, Curb Cut Permits	\$25 Residential \$50 Commercial	Ordinance No. 2006-06.
Public Works	Sanitation – See G&A		
Public Works	Small Cell  (1) Fee for each application for the collocation of each small wireless facility on an existing pole per small wireless facility	\$100 per small wireless facility	Georgia HB 184 (2019)

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	(2) Fee for each application for each replacement pole with an associated small wireless facility	\$250	
	(3) Fee for each application for each new pole with an associated small wireless facility	\$1,000 per pole	
	(4) An annual right of way occupancy rate for nonexclusive occupancy of the right of way as follows: (i) For each small wireless facility collocated on any existing or replacement pole, including an existing or replacement City pole; or	\$100 per year	
	(ii) For each new pole, other than a replacement pole, with an associated small wireless facility	\$200 per year	
	(5) Annual attachment rate for collocations on City poles;	\$40 per year per small wireless facility	
	(6) Fee to make-ready any City pole to enable that pole to support a proposed small cell facility, including replacement of the pole if necessary;	Actual cost	

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	<p>(7) Penalty for failure to restore the right-of-way to the condition pre-installation O.C.G.A. §36-66C-5 (where a vendor that is permitted seeks to remove with notice to the City</p> <p>(8) Penalty for failure to restore the right of way to the condition pre-installation O.C.G.A §36-66C-6(b) (unpermitted collocation or location of facilities - where vendor installs without a permit)</p> <p>(9) Penalty for failure to remove abandoned facility, support structure or pole under O.C.G.A §36-66C-7(p)(1)</p>	<p>\$500</p> <p>\$1,000</p> <p>\$500</p>	
Public Works	Stormwater Utility	<p>\$5 Residential</p> <p>\$1.13 per 1,000 sq. ft.; minimum fee \$5</p> <p>Non Residential</p>	<p>Ordinance No. 2014-16</p> <p>Resolution No. 2014-45 "Stormwater Utility Credit Manual"</p>
Public Works	Street Lighting	<p>Single family residential: \$2.15 per month</p> <p>Multi-family residential: \$2.15 per unit per month (using 90% of actual units)</p> <p>Commercial, industrial, and institutional: \$2.15 per unit per month at 0.95 units per acre</p>	Ordinance No. 2018-07, 2018

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Public Works	Tree Removal Permit and Inspection – Residential and Commercial Properties	\$25.00 \$50.00 if historical property	4” tree caliper
Smith-Gilbert Gardens	Admission  Changes to be implemented March 1, 2019	\$10 Adults; \$8 Seniors (ages 65 and up);  \$5 Children (ages 3-17), <del>Active</del> Military (with I.D.), University Student (with I.D.);  Free - Children Under age 3	All transactions made with credit cards are subject to online service fee.
Smith-Gilbert Gardens	Non-Commercial After-Hour Photography Session <del>4:00-9:00 p.m. (up to 3 hours) –</del>  <u>Available only Tuesday – Saturday 4:30 – 6:30 PM</u> <u>Capacity: 75 people</u>  <del>Casual photography for personal use is welcome during Garden hours.</del>  <del>During Garden Hours – regular admission and parking limitations apply.</del>	<del>1-50 people = \$150</del> <del>51-75 people = \$225</del> <del>Maximum of 75 total</del>  <u>\$225</u>  <u>No alcohol permitted.</u>  Payment due at time of reservation; <del>includes a non-refundable \$25 deposit. No refund option.</del>  <del>This charge is “site only”</del> <del>Photographer is client’s responsibility.</del>	<del>Commercial photo/video shoots must call the Garden office to confirm and schedule. Rental fee will be based on space requirements, parking/electrical needs, set up, after hours, days reserved, etc.</del>  All payments made with credit cards are subject to online service fee.  <u>Commercial photo/video shoots must schedule through Communications office.</u>  <u>Casual photography for personal use is welcome during Garden hours – regular admission and parking limitations apply.</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
Smith-Gilbert Gardens	<del>Carriage House Rental ONLY available for groups of 35 or less</del>	<p><del>Tuesday—Saturday between 9am—4pm for up to 4-hour rental (includes set up and clean up in that time) Up to 35 guests—\$350. Up to 8-hour rental \$500</del></p> <p><del>Monday 9:00 am-9:00 pm, or Tuesday through Saturday after 4 pm or before 9 am for a 4-hour rental (includes set up and clean up in that time) Up to 35 guests—\$450</del></p>	<p><del>Self parking for up to 35 vehicles, (75) white resin padded chairs, (12)—60” round tables, (6)—8’ banquet tables, and options of break out rooms/Garden areas. Security/Cleaning Deposit (\$100) required.</del></p> <p><del>Note for all rentals during Garden hours: normal Garden operations continue.</del></p> <p><del>All transactions made with credit cards are subject to online service fee.</del></p> <p><del>10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</del></p>
Smith-Gilbert Gardens	<del>Carriage House Loft Rental Only available for groups of 16 or less</del>	<p><del>Tuesday—Saturday between 9 am—4 pm for up to 4-hour rental (includes setup and clean up in that time) up to 16 guests \$250. Up to 8-hour rental \$500.</del></p> <p><del>Monday 9 am—9 pm, or Tuesday—Saturday after 4 pm or before 9 am for a 4-</del></p>	<p><del>Security/Cleaning Deposit (\$100) required.</del></p> <p><del>Note for all rentals during Garden hours—normal Garden operations continue.</del></p> <p><del>All payments made with credit cards are subject to online service fee.</del></p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<del>hour rental (includes set up and clean up in that time) Up to 16 guests – \$350</del>	<del>10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</del>
Smith-Gilbert Gardens	Hiram Butler House <del>Only available for groups of 35 or less</del> <u>Dining Room with access to kitchen and screen porch (seasonal)</u> <u>Capacity: 24 people</u> <u>Luncheon/Shower</u> <u>Dinner Party</u>	<p>Tuesday – Saturday between 9 AM – 4 PM for up to 4-hour rental (includes setup and clean up in that time) up to 35 guests <del>\$475.</del> Up to 8-hour rental \$950</p> <p><u>\$75 per hour with 2 hour minimum</u> <u>No alcohol permitted</u></p> <p><u>After 4 PM</u> <u>\$115 per hour with 2-hour minimum.</u> <u>Cleaning Fee (\$75) required.</u> <u>Damage deposit (\$100) - returnable if facility is left not damaged. Both cleaning fee and damage deposit payable only via check.</u></p> <p><u>After 4 PM</u> <u>Outside alcohol permitted with a required City Permit plus City of Kennesaw police officer presence - \$40 per hour.</u></p>	<p><del>Self parking for up to 35 vehicles, (35) white resin padded chairs, (4) — 60" round tables, or (4) — 8' banquet tables, and options of break out rooms/Garden areas.</del> <del>Security/Cleaning Deposit (\$100) required.</del></p> <p><u>Seating available – white resin padded folding chairs</u> <u>60" round tables</u> <u>8' tables (3)</u></p> <p>Note for all rentals during Garden Hours – normal Garden operations continue.</p> <p>All payments made with credit cards are subject to online service fee.</p> <p>10% rental discount available for City of Kennesaw residents and businesses, Garden Members, <u>and non-profits</u>. This offer cannot be combined with other discounts. In order to qualify for</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>Normal operating hours are Tues – Sat, 9 AM – 4 PM</u>  <del>Monday 9 am – 9 pm, or Tuesday – Saturday after 4 pm or before 9 am for a 4- hour rental (includes set up and clean up in that time) Up to 35 guests – \$575</del>	the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.
Smith-Gilbert Gardens	<del>Docent</del>	<del>\$10 per Docent</del>	<del>About 1.5 hours per tour for 10 guests</del>  <del>All payments made with credit cards are subject to online service fee.</del>
Smith-Gilbert Gardens	Guided Tours – Adult Groups  Guided Tours – Children's Groups  <u>Virtual Field Trips</u>	\$10 per adult Group Rate for <del>25</del> <u>10-12</u> or more \$8.50 per adult  \$6 per student \$7.50 per Girl Scout includes badge or patch <u>Homeschool groups- 1 adult per 5 children required</u> <u>Private and Public schools- 1 adult per 10 students required</u>  <u>\$40- K -2<sup>nd</sup> per class</u> <u>\$75- 3<sup>rd</sup> – 5<sup>th</sup> + per class</u>  <u>Additional fee applies for classroom activity kit</u>	By reservation only <u>at least 2 weeks prior to date. May not be available during with COVID-19 restrictions.</u>  All payments made with credit cards are subject to online service fee.
<u>Smith-Gilbert Gardens</u>	<u>Wednesday Wonders Education program</u>	<u>\$18 for 1 parent/care giver with 1 child</u>	<u>By reservation only</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<u>\$3 each additional child (Garden Members will receive discounts)</u>	<u>All payments made with credit cards are subject to online service fee.</u>
<u>Smith-Gilbert Gardens</u>	<u>SGG Theatre Presents Program</u>	<u>Free with paid admission (Garden Members will receive discounts)</u>	<u>By reservation only</u>  <u>All payments made with credit cards are subject to online service fee.</u>
<del>Smith-Gilbert Gardens</del>	<del>Micro-Wedding (20 or fewer guests, ceremony only, 2 hours)</del>	<del>Monday-Saturday between 9 am—4 pm, \$150.  Monday 9 am—6 pm, or Tuesday—Saturday 4 pm—6 pm, \$225.</del>	<del>Self-parking for up to 10 vehicles (20) white resin-padded chairs  Complimentary photo-session for engagement and/or bridal photographs may be arranged prior to wedding. Does not include photographer or associated fees.  Note for all rentals during Garden Hours: normal Garden operations continue.  All payments made with credit cards are subject to online service fee.  10% wedding discount available for City of Kennesaw residents and businesses as well as garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</del>



DEPARTMENT	FEE TYPE	FEE	REFERENCE
Smith-Gilbert Gardens	<p><del>Weddings and Events</del></p> <p><del>Outdoor Ceremony with Reception March—November</del></p> <p><del>Outdoor Ceremony only—March—November</del></p> <p><del>Available Garden Areas: Dale Gillett Rose Garden Perennial Garden</del></p>	<p><del>Event Time: 6 to 11 PM</del></p> <p><del>Tuesday-Saturday</del></p> <p><del>Bridal Suite available at 2 PM</del></p> <p><del>Up to 50 guests—\$1,700</del></p> <p><del>51–75 guests—\$2,500</del></p> <p><del>76–150—\$3,500</del></p> <p><del>Event Time: Between 4:30 and 7 PM</del></p> <p><del>Tuesday-Saturday</del></p> <p><del>Bridal Suite available at 1 PM</del></p> <p><del>Up to 50 guests—\$800</del></p> <p><del>51–75 guests—\$1,200</del></p> <p><del>Maximum 75 guests</del></p> <p><del>All wedding/reception rentals include a \$500 security/cleaning deposit.</del></p>	<p><del>Self parking for up to 35 vehicles (75) white resin padded chairs, (12)—60" round tables, (6)—8' tables, Bridal suite with full-length mirror</del></p> <p><del>Rehearsal—day before—maximum 2 hours by reservation.</del></p> <p><del>Complimentary photo session for engagement and/or bridal photographs may be arranged prior to wedding. Does not include photographer or associated fees.</del></p> <p><del>Rental party is responsible for securing and paying any additional fees including Kennesaw Alcohol Permit, Off-duty police officer, tent, valet, Fire Marshall, caterer, décor, chair/tables beyond what is included, flowers, portable restrooms, music, dance floor etc.</del></p> <p><del>All payments made with credit cards are subject to online service fee.</del></p> <p><del>10% wedding discount available for City of Kennesaw residents and businesses as well as garden members. This offer cannot be</del></p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			<del>combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</del>
<u>Smith-Gilbert Gardens</u>	<u>Outdoor Rental Spaces</u> <u>Perennial Garden</u> <u>Pollinator Garden</u> <u>Outdoor garden rentals</u> <u>available by specific location</u> <u>and use as follows</u>	<p><del>Tuesday-Saturday</del> <del>3 pm—6 pm (includes</del> <del>setup and clean up in that</del> <del>time). Up to 50 guests—</del> <del>\$350</del></p> <p><u>Fees as noted by specific</u> <u>garden area.</u> <u>All require:</u> <u>Cleaning Fee (\$75)</u> <u>required.</u> <u>Damage deposit (\$100) -</u> <u>returnable if facility is left</u> <u>not damaged.</u> <u>Rose Lawn damage deposit</u> <u>(\$500) - returnable if facility</u> <u>is left not damaged.</u> <u>The cleaning fee and</u> <u>damage deposit payable</u> <u>only via check.</u></p> <p><u>After 4 PM</u> <u>Outside alcohol permitted</u> <u>with a required City Permit</u> <u>plus City of Kennesaw</u> <u>police officer presence -</u> <u>\$40 per hour.</u> <u>Normal operating hours are</u> <u>Tues – Sat, 9 AM – 4 PM</u></p>	<p><del>Self-parking for up to 30 cars.</del> <del>(50) white resin chairs, (7) 60"</del> <del>round tables or (7) 8' banquet</del> <del>tables. Security/Cleaning</del> <del>Deposit (\$100) required.</del></p> <p><u>Load in/break down and clean</u> <u>up time may be charged at \$100</u> <u>per hour as needed for larger</u> <u>rentals that include multiple</u> <u>vendors on site.</u></p> <p><u>Add on options: Bridal Suite</u> <u>\$100</u></p> <p>Note for all rentals during Garden Hours – normal Garden operations continue.</p> <p>All payments made with credit cards are subject to online service fee.</p> <p>10% rental discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the</p>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
			person/entity renting the Gardens must also be the person/entity using the Gardens for said event.
<u>Smith-Gilbert Gardens</u>	<u>Little Theater in the Woods</u> <u>Capacity: 20 people</u> <u>Ceremony only</u>	<u>Tuesday – Saturday</u> <u>between 9 AM – 4 PM</u> <u>\$75 per hour with 2 hour</u> <u>minimum</u> <u>No alcohol permitted</u>  <u>After 4 PM</u> <u>\$200 per hour with 2 hour</u> <u>minimum</u>	<u>Rain option – Hiram Butler</u> <u>house; must be reserved at time</u> <u>of rental - \$100</u>  <u>Seating available at Little</u> <u>Theatre – backless wooden</u> <u>benches.</u> <u>Seating available in house –</u> <u>white resin padded folding</u> <u>chairs</u>  <u>Rehearsal time available day</u> <u>before event. Must be</u> <u>scheduled at time of rental; time</u> <u>limit applies.</u>
<u>Smith-Gilbert Gardens</u>	<u>Perennial Garden</u> <u>Capacity: 40 people</u> <u>Ceremony only</u> <u>Luncheon/Shower</u> <u>Dinner Party</u> <u>Children's Birthday Party</u>	<u>Tuesday – Saturday</u> <u>9 AM – 4 PM</u> <u>\$75 per hour with 2 hour</u> <u>minimum</u> <u>No alcohol permitted</u>  <u>After 4 PM</u> <u>\$250 per hour with 2 hour</u> <u>minimum</u>	<u>No tent or indoor option for rain</u> <u>Seating available – white resin</u> <u>padded folding chairs</u> <u>60" round tables (6)</u> <u>8' tables (3)</u>  <u>Rehearsal time available day</u> <u>before event. Must be</u> <u>scheduled at time of rental; time</u> <u>limit applies.</u>  <u>Children's Party – Add on</u> <u>option: Nature-Themed Program</u> <u>may be available</u>
<u>Smith-Gilbert Gardens</u>	<u>Rose Lawn</u> <u>Capacity: 100 people</u>	<u>Tuesday-Saturday</u> <u>9 AM – 4 PM</u>	<u>No indoor option for rain</u>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	<u>Ceremony only</u> <u>Ceremony plus reception</u> <u>Dinner Party</u> <u>Children's Birthday Party</u>	<u>\$250 per hour with 2 hour minimum</u>  <u>After 4PM</u> <u>\$350 per hour with 2 hour minimum</u>	<u>Seating available – white resin padded folding chairs (100)</u> <u>60" round tables (12)</u> <u>8' tables (3)</u> <u>(If ceremony plus reception requires additional chairs or tables, then all chairs and tables must be rented)</u>  <u>Rehearsal time available day before event. Must be scheduled at time of rental; time limit applies.</u>  <u>Valet Parking service may be required for events exceeding 40 person capacity.</u>  <u>Children's Party – Add on option: Nature-Themed Program may be available</u>  <u>Rental party is responsible for securing and paying any additional fees including Kennesaw Alcohol Permit, Off-duty police officer, tent, valet, Fire Marshall, caterer, décor, chair/tables beyond what is included, flowers, portable restrooms, music, dance floor etc.</u>
Smith-Gilbert Gardens	Preferred Vendor Weddings and Events	Monday-Saturday 9 am-9 pm. Up to 20 guests, 3-hour	Self-parking for up to 35 vehicles (75) white resin padded chairs, (12) — 60" round tables,

DEPARTMENT	FEE TYPE	FEE	REFERENCE
	<del>*Vendors such as certified event planners, caterers, photographers, etc. may become Preferred Vendors after an orientation with SGG Staff, and signing a Preferred Vendor agreement with SGG.</del>	<del>event using the rear of the Hiram Butler House, \$900</del>  <del>Monday 9 am-9 pm, Tuesday-Saturday 4 pm-10 pm. Up to 50 guests, 6-hour event with use of rear of the Hiram Butler House and Carriage House, \$1,530</del>  <del>Monday 9 am-9 pm, Tuesday-Saturday 4 pm-10 pm. 51-75 guests, 6-hour event with use of rear of the Hiram Butler House and Carriage House, \$2,250</del>  <del>Monday 9 am-9 pm, Tuesday-Saturday 4 pm-10 pm. 76-150 guests, 6-hour event with use of rear of the Hiram Butler House and Carriage House, \$3,150</del>	<del>(6)—8' tables, Bridal suite with full-length mirror</del>  <del>Note for all rentals during Garden Hours—normal Garden operations continue.</del>  <del>Rehearsal—day before—maximum 2 hours by reservation.</del>  <del>Complimentary photo session for engagement and/or bridal photographs may be arranged prior to wedding. Does not include photographer or associated fees.</del>  <del>Rental party is responsible for securing and paying any additional fees including Kennesaw Alcohol Permit, Off-duty police officer, tent, valet, Fire Marshall, caterer, décor, chair/tables beyond what is included, flowers, portable restrooms, music, dance floor etc.</del>  <del>All payments made with credit cards are subject to online service fee.</del>
Smith-Gilbert Gardens	<del>Viewing Pavilion Rental Only available for groups of 16 or less.</del>	<del>Tuesday-Saturday 3 pm—6 pm (includes setup and clean up in that</del>	<del>Security/Cleaning Deposit (\$100) required.</del>

DEPARTMENT	FEE TYPE	FEE	REFERENCE
		<del>time). Up to 16 guests— \$250</del>	<p><del>Note for all rentals during Garden Hours—normal Garden operations continue.</del></p> <p><del>All payments made with credit cards are subject to online service fee.</del></p> <p><del>10% discount available for City of Kennesaw residents and businesses as well as Garden members. This offer cannot be combined with other discounts. In order to qualify for the City of Kennesaw resident discount, the person/entity renting the Gardens must also be the person/entity using the Gardens for said event.</del></p>
Zoning/Building	Cell Towers & Antennae (radio, television and communication)	\$250	Unified Development Code, Chapter 5

**SCHEDULE A – CITY OF KENNESAW BUSINESS TAX SCHEDULE**

The Business License Tax is Determined by Gross Receipts, Class of Business According to SIC

The \$55 administrative fee is included in the tax amounts below

	<b>Gross Receipts</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>
1	\$0 - \$50,000	\$86.33	\$103.24	\$113.18	\$122.84	\$132.49	\$142.43
2	\$50,001 - \$150,000	\$140.29	\$138.00	\$144.65	\$143.45	\$133.26	\$164.29
3	\$150,001 - \$250,000	\$221.05	\$218.19	\$263.66	\$261.90	\$234.22	\$256.10
4	\$250,001 - \$350,000	\$288.62	\$284.33	\$285.75	\$303.16	\$308.12	\$303.70
5	\$350,001 - \$450,000	\$290.78	\$287.21	\$299.13	\$307.50	\$313.17	\$309.48
6	\$450,001 - \$550,000	\$474.67	\$469.66	\$496.14	\$517.02	\$489.10	\$478.16
7	\$550,001 - \$650,000	\$488.92	\$483.20	\$508.94	\$521.35	\$526.63	\$514.95
8	\$650,001 - \$750,000	\$523.26	\$500.64	\$549.86	\$557.22	\$566.11	\$553.70
9	\$750,001 - \$850,000	\$622.49	\$654.62	\$691.05	\$706.79	\$659.31	\$696.34
10	\$850,001 - \$1,000,000	\$664.66	\$657.51	\$694.67	\$726.79	\$721.06	\$707.90
11	\$1,000,001 - \$1,250,000	\$1,449.56	\$1,433.83	\$1,359.91	\$1,394.41	\$1,437.31	\$1,406.86
12	\$1,250,001 - \$1,500,000	\$1,456.06	\$1,442.47	\$1,518.85	\$1,546.92	\$1,579.86	\$1,563.65
13	\$1,500,001 - \$1,750,000	\$1,462.56	\$1,451.12	\$1,529.70	\$1,559.92	\$1,595.00	\$1,581.00
14	\$1,750,001 - \$2,000,000	\$1,469.06	\$1,459.76	\$1,540.56	\$1,572.92	\$1,625.72	\$1,684.24
15	\$2,000,001 - \$4,000,000	\$2,878.05	\$2,834.31	\$3,039.85	\$2,813.84	\$2,893.30	\$2,874.88
16	\$4,000,001 - \$4,999,999	\$2,884.55	\$2,858.03	\$3,050.71	\$3,107.44	\$3,184.75	\$3,164.12
17	\$5,000,000 - \$9,999,999	\$5,036.88	\$5,016.86	\$5,197.71	\$5,265.29	\$5,342.60	\$5,321.98
18	\$10,000,000 - \$19,999,999	\$7,413.00	\$7,459.90	\$7,568.24	\$9,667.82	\$7,713.13	\$7,692.51
19	\$20,000,000 - \$39,000,000	\$9,621.22	\$9,601.21	\$9,816.61	\$10,823.12	\$9,961.51	\$9,940.88
20	\$40,000,000 - \$79,999,999	\$11,723.60	\$11,703.58	\$11,970.09	\$11,950.07	\$12,114.98	\$12,094.36
21	\$80,000,000 - \$99,999,999	\$14,366.17	\$14,346.15	\$14,532.36	\$14,512.34	\$14,677.25	\$14,471.70
22	\$100,000,000 and above	\$20,510.27	\$15,060.90	\$15,040.19	\$15,020.17	\$15,486.81	\$15,466.19

# CITY OF KENNESAW IMPACT FEE SCHEDULE

## *Attachment "A" of Impact fee Ordinance*

Land Use Category	Parks & Recreation	Police	Adminis- tration (3%)	TOTAL IMPACT FEE	Unit of Measure*	
<i>Residential</i>						
Single-Family Detached Housing	\$627.8500	\$50.1800	\$20.9700	\$699.000	per	dwelling
Apartment	\$627.8500	\$50.1800	\$20.9700	\$699.000	per	dwelling
Residential Condominium/Townhouse	\$627.8500	\$50.1800	\$20.9700	\$699.000	per	dwelling
<i>Port and Terminal</i>						
Truck Terminal	-	\$519.1625	\$15.5749	\$534.737	per	acre
<i>Industrial</i>						
General Light Industrial	-	\$0.1023	\$0.0031	\$0.105	per	square foot
General Heavy Industrial	-	\$0.0811	\$0.0024	\$0.083	per	square foot
Manufacturing	-	\$0.0806	\$0.0024	\$0.083	per	square foot
Warehousing	-	\$0.0565	\$0.0017	\$0.058	per	square foot
Mini-Warehouse	-	\$0.0020	\$0.0001	\$0.002	per	square foot
High-Cube Warehouse	-	\$0.0081	\$0.0002	\$0.008	per	square foot
<i>Lodging</i>						
Hotel	-	\$27.5621	\$0.8269	\$28.389	per	room
All Suites Hotel	-	\$31.4597	\$0.9438	\$32.404	per	room
Business Hotel	-	\$4.4328	\$0.1330	\$4.566	per	room
Motel	-	\$31.5113	\$0.9453	\$32.457	per	room
<i>Recreational</i>						
Campground/Recreational Vehicle Park	-	\$2.9687	\$0.0891	\$3.058	per	camp site
Golf Course	-	\$10.8830	\$0.3265	\$11.210	per	acre
Multipurpose Recreational Facility	-	\$22.1547	\$0.6646	\$22.819	per	acre
Movie Theater	-	\$0.0664	\$0.0020	\$0.068	per	square foot
Arena	-	\$147.6835	\$4.4305	\$152.114	per	acre
Amusement Park	-	\$402.9875	\$12.0896	\$415.077	per	acre
Tennis Courts	-	\$10.8065	\$0.3242	\$11.131	per	acre
Racquet Club	-	\$0.0162	\$0.0005	\$0.017	per	square foot
Bowling Alley	-	\$0.0443	\$0.0013	\$0.046	per	square foot
Recreational Community Center	-	\$0.0372	\$0.0011	\$0.038	per	square foot
<i>Institutional</i>						
Private School (K-12)	-	\$0.3584	\$0.0108	\$0.369	per	square foot
Church/Synagogue	-	\$0.0228	\$0.0007	\$0.024	per	square foot
Day Care Center	-	\$0.1126	\$0.0034	\$0.116	per	square foot
Cemetery	-	\$3.6079	\$0.1082	\$3.716	per	acre
Lodge/Fraternal Organization	-	\$44.3095	\$1.3293	\$45.639	per	employee



*Medical*

Hospital	-	\$0.1438	\$0.0043	\$0.148	per	square foot
Nursing Home	-	\$28.6967	\$0.8609	\$29.558	per	bed
Clinic	-	\$44.3095	\$1.3293	\$45.639	per	employee

*Office*

General Office Building	-	\$0.1469	\$0.0044	\$0.151	per	square foot
Corporate Headquarters Building	-	\$0.1507	\$0.0045	\$0.155	per	square foot
Single-Tenant Office Building	-	\$0.1416	\$0.0042	\$0.146	per	square foot
Medical-Dental Office Building	-	\$0.1797	\$0.0054	\$0.185	per	square foot
Research and Development Center	-	\$0.1297	\$0.0039	\$0.134	per	square foot

*Retail*

Building Materials and Lumber Store	-	\$0.0651	\$0.0020	\$0.067	per	square foot
Free-Standing Discount Superstore	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Specialty Retail Center	-	\$0.0806	\$0.0024	\$0.083	per	square foot
Free-Standing Discount Store	-	\$0.0870	\$0.0026	\$0.090	per	square foot
Hardware/Paint Store	-	\$0.0427	\$0.0013	\$0.044	per	square foot
Nursery (Garden Center)	-	\$0.0722	\$0.0022	\$0.074	per	square foot
Nursery (Wholesale)	-	\$0.0738	\$0.0022	\$0.076	per	square foot
Shopping Center	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Factory Outlet Center	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Quality Restaurant	-	\$0.3305	\$0.0099	\$0.340	per	square foot
High-Turnover (Sit-Down) Restaurant	-	\$0.3305	\$0.0099	\$0.340	per	square foot
Fast-Food Restaurant	-	\$0.4830	\$0.0145	\$0.497	per	square foot
Quick Lubrication Vehicle Shop	-	\$93.0499	\$2.7915	\$95.841	per	service bay
Auto-Care Center	-	\$0.0634	\$0.0019	\$0.065	per	square foot
New Car Sales	-	\$0.0786	\$0.0024	\$0.081	per	square foot
Auto Parts Store	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Self-Service Car Wash	-	\$8.8619	\$0.2659	\$9.128	per	stall
Tire Store	-	\$0.0567	\$0.0017	\$0.058	per	square foot
Wholesale Tire Store	-	\$0.0567	\$0.0017	\$0.058	per	square foot
Supermarket	-	\$0.0563	\$0.0017	\$0.058	per	square foot
Convenience Market (Open 24 Hours)	-	\$0.0798	\$0.0024	\$0.082	per	square foot
Convenience Market (Open 15-16 Hours)	-	\$0.0775	\$0.0023	\$0.080	per	square foot
Convenience Market with Gasoline Pumps	-	\$0.0798	\$0.0024	\$0.082	per	square foot
Wholesale Market	-	\$0.0363	\$0.0011	\$0.037	per	square foot
Discount Club	-	\$0.0575	\$0.0017	\$0.059	per	square foot
Home Improvement Superstore	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Electronics Superstore	-	\$0.0425	\$0.0013	\$0.044	per	square foot
Apparel Store	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Pharmacy/Drugstore	-	\$0.0740	\$0.0022	\$0.076	per	square foot
Furniture Store	-	\$0.0184	\$0.0006	\$0.019	per	square foot

*Services*

Drive-in Bank	-	\$0.1614	\$0.0048	\$0.166	per	square foot
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*\*"square feet" means square feet of gross building floor area.*

*Impact Fees reflect credit given for forecasted SPLOST and general fund contributions.*



**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Approval of the September 14, 2020 Mayor and Council work session minutes.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

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**ATTACHMENTS:**

Description

Minutes

Upload Date    Type

9/25/2020    Minutes

**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**  
**Work Session Meeting Agenda**  
**September 14, 2020 6:30 PM**  
**Council Chambers**

- I. INVOCATION**
- II. PLEDGE OF ALLEGIANCE**
- III. CALL TO ORDER**

Mayor Easterling called the regularly scheduled Work Session to order at 6:40 PM from the Council Chambers and via Facebook Live. All members of Council were present. Staff present: City Attorney Randall Bentley, Sr., City Manager Jeff Drobney, Assistant City Manager Marty Hughes, City Clerk Lea Addington, Zoning Administrator Darryl Simmons, Finance Director Gina Auld, and Economic Development Director Bob Fox.

**IV. ANNOUNCEMENTS**

- A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is being conducted via the use of real-time telephonic technology allowing the public simultaneous access to the public meeting. You may also attend in person with limited seating available at both the Council Chambers and the Ben Robertson Community Center, if needed.

Mayor and Council will be conducting their meeting via real-time telephonic technology using Zoom Meeting and Facebook Live. You can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

- 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.

*[Finance Director Gina Auld presented items X-A and B concurrently].*

- A. FINAL PUBLIC HEARING: Consideration for approval of RESOLUTION to adopt the Fiscal Year 2020-2021 Operating Budget for the City of Kennesaw and adopt the organizational chart. In accordance with Section 4.02 and 4.03 of the City Charter and Section 2-144 of the City Code of Ordinances, this budget is hereby submitted for approval.

The budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The updated organization charts are attached. The first, second and third advertisements in the Marietta Daily Journal were on August 28, 2020, September 4, 2020, and September 11, 2020, respectively. The budget meets the balanced budget requirements as set forth by the City, State and other regulatory agencies. Finance Director recommends approval.

The final public hearing will be held on September 21, 2020 at 6:30 PM.

- B. FINAL PUBLIC HEARING: Consideration for approval of RESOLUTION to adopt the Fiscal Year 2020-2021 Capital Improvement and Special Purpose Local Option Sales Tax (SPLOST) Budget for the City of Kennesaw. In accordance with Section 4.06 of the City Charter and Section 2-144 of the City Code of Ordinances, this budget is hereby submitted for approval. This budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The first, second, and third advertisements in the Marietta Daily Journal were on August 28, 2020, September 4, 2020, and September 11, 2020, respectively. The budget meets the balanced budget requirements as set forth by the City, State, and other regulatory agencies. Finance Director recommends approval.

The final public hearing will be held on September 21, 2020 at 6:30 PM.

- C. Rezoning request for 3501 Cherokee Street submitted by applicant Roger Wang. Applicant Roger Wang submitted rezoning request for property located at 3501 Cherokee Street. Request to rezone property from Neighborhood Shopping (NS) to Single Family Residential zoning district R-15. Property posted August 18, 2020. The legal ads were run on August 14 and 21, 2020 in the Marietta Daily Journal. The Planning Commission, at their regularly scheduled meeting on September 2, 2020, recommended approval to rezone property from (NS) to (R- 15). Vote 5-0. Staff Recommendation: Planning and Zoning Administrator recommends approval.

The final public hearing will be held on September 21, 2020 at 6:30 PM.

- D. Rezoning request application submitted by CF&G Enterprises to rezone property located in 20th District, land lot 175, parcel 17 and contains 2.3 acres. The rezoning request for vacant parcel is to rezone from Planned Village Commercial (PVC) to Fee Simple Townhomes (FST) district for the purpose of constructing twenty-three (23) townhome units. The Ellison Lakes Development contains a commercial component as part of master plan. This request would change a portion of the commercial component (Tract C). The property was duly posted on August 18, 2020. The legal ads were run on August 14 and 21, 2020 in the Marietta Daily Journal. The Planning Commission, at their regularly scheduled meeting on September 2, 2020, recommended denial of the rezoning request. Vote 4-0. The Planning and Zoning Administrator recommends denial.

The final public hearing will be held on September 21, 2020 at 6:30 PM.

## **XI. CONSENT AGENDA**

- A. Approval of the August 31, 2020 Mayor and Council work session minutes.
- B. Approval of the September 8, 2020 Mayor and Council regular meeting minutes.
- C. On September 2, 2020, Martha W. Van Essendelft purchased one (1) cemetery lot in the Kennesaw City Cemetery. The lot is located in Section III, Plot 68, Lot C. Authorize Mayor to sign the supporting deed for purchase of the lot. City Clerk recommends approval.

## **DEPARTMENT REPORTS**

### **XII. GENERAL AND ADMINISTRATIVE**

GINA AULD, Finance Director

*[Mayor Easterling added item XII-A to the agenda].*

- A. Approval of RESOLUTION and authorization for the Mayor to execute the Lease Supplement with Georgia Municipal Association (GMA) for the direct leasing program for one (1) 2020 Police Ford Interceptor SUV. The total amount of the loan is \$37,198.00. Through GMA the City will finance the vehicle for a five year period with annual payments of \$8,171.12 at an annual interest rate of 3.21%. Funding will be through Magnolia Bank via GMA. Finance Director recommends approval.

Finance Director Gina Auld presented a resolution and is asking for authorization for the Mayor to execute the Lease Supplement with GMA for the direct leasing program for one 2020 Police Ford Interceptor SUV.

Mayor Easterling recommended moving the item to the Consent Agenda with a visual confirmation from Council.

### **XIII. PUBLIC SAFETY**

BILL WESTENBERGER, Police Chief  
LINDA DAVIS, 911 Communications Director

### **XIV. INFORMATION TECHNOLOGY**

RICK ARNOLD, Operations Specialist  
JOSHUA GUERRERO, Systems Administration Specialist

### **XV. PUBLIC WORKS**

RICKY STEWART, Public Works Director  
ROBBIE BALENGER, Facilities Manager

### **XVI. RECREATION AND CULTURE**

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

### **XVII. COMMUNITY DEVELOPMENT**

ROBERT FOX, Economic Development Director

DARRYL SIMMONS, Zoning Administrator  
SCOTT BANKS, Building Official

- A. DISCUSSION ONLY: Project Update East Park, School House Village, Old Cherokee. Chad Howie, President of Sanctuary Companies, will provide a project update for the three projects they are currently working on in Kennesaw. All three are significant, complex, mixed uses projects that involve significant City coordination and cooperation. Given the unusual market environment over the last six months due to COVID, staff and the developer wanted to provide an update on the progress of the projects.

Economic Development Director Bob Fox introduced Chad Howie, President of Sanctuary Companies, to give Council an update on several projects throughout the City. Chad Howie shared with Council that COVID-19 has created unusual market conditions. Mr. Howie noted all three projects are still making progress; however, they are being negatively affected by the lending environment for mixed-use projects. Lenders are not comfortable with the current conditions.

- B. Approval of RESOLUTION for a Stormwater Agreement By And Between The City Of Kennesaw And Keene Street JV, LLC The School House Village developer has designed the 7.15 acre site's stormwater system based on participation in and utilization of the City's regional stormwater detention facility for the downtown hydrology basin. The Agreement is the standard form used by the City for participation in the regional facility by private development. The fees required for use of the facility are standard rates established by the City. The developer has completed the civil engineering for the site and allowing for the final calculation for impervious surface. Legal has reviewed and finalized the document. The Public Works Director and Economic Development Director recommend approval.

Economic Development Director Bob Fox presented a resolution for a stormwater agreement by and between the City of Kennesaw and Keene Street JV, LLC for the School House Village project.

Mayor Easterling recommended moving the item to the Consent Agenda with a visual confirmation from Council.

## **XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR**

### **XIX. CITY MANAGER'S REPORT (Jeff Drobney)**

- A. City Manager reports, discussions and updates.
- B. DISCUSSION ONLY: Big Shanty Festival

City Manager Jeff Drobney shared the Big Shanty Festival had to be pushed back from April to November. The Kennesaw Business Association and JRM Management need direction from Council on whether or not to move forward with the event in November. Todd Miller from JRM Management mentioned October 6, 2020 was the Kennesaw Business Association's last day to move forward with the festival. The organizations involved would like to proceed and implement necessary measures to protect vendors and attendees. Councilmember Blinkhorn and Ferris asked for clarity regarding restrictions within the Governor's orders in relation to the festival.

This item will be removed from discussion only and added as an item for action on the regular agenda.

**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**

Mayor Easterling adjourned at 7:22 P.M. The next regularly scheduled meeting will be held Monday, September 21, 2020 at 6:30 p.m. in the Council Chambers.





**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Approval of the September 21, 2020 Mayor and Council regular meeting minutes.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

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**ATTACHMENTS:**

Description	Upload Date	Type
Minutes	9/25/2020	Minutes

**MINUTES OF MAYOR & CITY COUNCIL MEETING  
CITY OF KENNESAW  
Council Chambers  
Monday, September 21, 2020  
6:30 p.m.**

---

Present: Mayor Derek Easterling  
Councilmember Tracey Viars  
Councilmember Chris Henderson  
Councilmember David Blinkhorn  
City Manager Jeff Drobney  
City Clerk Lea Addington  
City Attorney Randall Bentley, Sr.

Zoom Meeting:  
Mayor Pro Tem Pat Ferris  
Councilmember James Eaton

**Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in compliance with O.C.G.A. §50-14-1, this meeting was only conducted via the use of Zoom Meeting and Facebook Live as the real-time telephonic technologies allowing the public simultaneous access to the public meeting.**

**The public had access to the Facebook Live via the following link:**  
<https://www.facebook.com/CityofKennesaw/>

**I. INVOCATION**

City Attorney Randall Bentley, Sr. led the invocation.

**II. PLEDGE OF ALLEGIANCE**

Cadet Solaine Gordon, a senior from Harrison High School and Cadets Miram King and Elly Powell, seniors from North Cobb High School, respectively, led the Pledge of Allegiance.

**III. CALL TO ORDER**

**IV. ANNOUNCEMENTS**

- A. Pursuant to Governor Kemp's Executive Order Number 03.14.20.01 declaring a Public Health State of Emergency and in accordance with O.C.G.A. §50-14-1 et seq., as may be amended or extended, this public meeting is only being conducted via the use of real-time telephonic technologies allowing the public simultaneous access to the public meeting.

Mayor and Council will be conducting their meeting through Zoom Meeting and Facebook Live and you can access the meeting via the following link:  
<https://www.facebook.com/CityofKennesaw/>

- B. If you would like to provide public comment on a specific agenda item, you can email [kennesawcouncil@kennesaw-ga.gov](mailto: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.

*[The City Attorney swore-in City Clerk, Lea Addington, to read public comments emailed to [kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov) throughout the meeting].*

## **V. PRESENTATIONS**

Mayor Easterling and a member from the National Society of Daughters of the American Revolution (DAR), Kennesaw Mountain Chapter, presented the DAR Outstanding Cadet Medal to Cadet Solaine Gordon. This medal is awarded to an outstanding cadet, who has demonstrated academic excellence, dependability, good character, and adherence to military discipline, leadership and a fundamental understanding of cadet training. The Mayor, Council, staff and public gave Cadet Gordon a round of applause!

Mayor Easterling and a member of the National Society Daughters of 1812 presented the JROTC Medal to Cadet Elly Powel. This medal is awarded to a cadet who has demonstrated qualities of academic excellence, leadership, military discipline, dependability, patriotism, and upright character in speech and habits, which exemplifies the ideals on which the country was founded. The Mayor, Council, staff and public gave Cadet Powell a round of applause!

Mayor Easterling shared he left the paperwork at his school in his haste to arrive to the meeting but wanted to recognize Cadet Miriam King. She is the leader of the North Cobb Rifle team and received the Order of the Medallion. Cadet King is a top performer who excels in everything and is a great leader. The Mayor, Council, staff and public gave Cadet King a round of applause!

## **VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR**

6:43 PM Floor Open for Public Comments

JOE BOZEMAN [Property Owner]: Mr. Bozeman owns three properties within the Historic District that are affected by the Big Shanty Festival. He asked Mayor and Council to cancel Big Shanty this year, and indefinitely, as he does not believe it benefits the City. In the past, his family members living on Lewis Street could not get out of their driveway. His current tenants have had two mailboxes knocked down during the festival. He does not feel as though Big Shanty has been a good neighbor to him and would like to see it turned down.

*[The following item was not on the agenda; however, the speaker was allowed to continue].*

DAVID VAN VALKENBURG [City Resident]: Mr. Van Valkenburg shared he was a fighter pilot during the Vietnam War. He pointed out it was safer to fly back then than it is to cross the street here in the City of Kennesaw today. Mr. Van Valkenburg read code regarding right of way crossing and noted cars will go around him and continue driving while he is trying to cross. He brought forth numerous solutions for Mayor and Council to consider: surveillance cameras; lights on the street in a strobe motion; changing the flashing lights from yellow to red; having officers patrol speed traps during rush hour; and/or place signs on poles to let drivers know they need to stop when people cross the road. [See Public Comment A].

7:04 PM      Floor Closed to Public Comments

## **VII.    OLD BUSINESS**

No items.

## **VIII.   NEW BUSINESS**

No items.

## **IX.    COMMITTEE AND BOARD REPORTS**

No items.

*[Roll call votes were taken for each item by post. Each councilmember announced his or her vote with a verbal “yay” or “nay”].*

## **X.    PUBLIC HEARING(S)**

*[Finance Director Gina Auld presented items X-A & B concurrently; however, each item had the floor opened and were voted on separately].*

- A.    FINAL PUBLIC HEARING: Consideration for approval of **RESOLUTION NO. 2020-33, 2020** to adopt the Fiscal Year 2020-2021 Operating Budget for the City of Kennesaw and adopt the organizational chart. In accordance with Section 4.02 and 4.03 of the City Charter and Section 2-144 of the City Code of Ordinances, this budget is hereby submitted for approval. The budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The updated organization charts are attached. The first, second and third advertisements in the Marietta Daily Journal were on August 28, 2020, September 4, 2020, and September 11, 2020, respectively. The budget meets the balanced budget requirements as set forth by the City, State and other regulatory agencies. Finance Director recommends approval.

Finance Director Gina Auld presented the final public hearing to adopt the Fiscal Year 2020-2021 Operating Budget for the City of Kennesaw, the organizational chart, and the Fiscal Year 2020-2021 Capital Improvement and Special Purpose Local Option Sales Tax (SPLOST) Budget for the City of Kennesaw. Ms. Auld shared a PowerPoint giving a brief overview of the budget including staffing recommendations, reclassifications, revenues and expenditures. The budget meets all of the filing and public hearing requirements as required by the Charter and Code. The budget also meets the balanced budget requirements as set forth by the City, State and other regulatory agencies.

Motion by Councilmember Viars to approve **RESOLUTION NO. 2020-33, 2020** to adopt the Fiscal Year 2020-2021 Operating Budget for the City of Kennesaw and adopt the organizational chart, as presented, seconded by Councilmember Henderson.

7:11 PM      Floor Open for Public Comments

No comment.

7:12 PM      Floor Closed for Public Comments

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Nay

Motion approved, 4-1-0 [*Councilmember Blinkhorn opposed*]. Motion carried.

B. FINAL PUBLIC HEARING: Consideration for approval of **RESOLUTION NO. 2020-34, 2020** to adopt the Fiscal Year 2020-2021 Capital Improvement and Special Purpose Local Option Sales Tax (SPLOST) Budget for the City of Kennesaw. In accordance with Section 4.06 of the City Charter and Section 2-144 of the City Code of Ordinances, this budget is hereby submitted for approval. This budget meets all of the filing requirements as well as public hearing requirements as required by the Charter and Code. The first, second, and third advertisements in the Marietta Daily Journal were on August 28, 2020, September 4, 2020, and September 11, 2020, respectively. The budget meets the balanced budget requirements as set forth by the City, State, and other regulatory agencies. Finance Director recommends approval.

See comments under agenda item X-A.

Motion by Councilmember Henderson to approve **RESOLUTION NO. 2020-34, 2020** to adopt the Fiscal Year 2020-2021 Capital Improvement and Special Purpose Local Option

Sales Tax (SPLOST) Budget for the City of Kennesaw, as presented, seconded by Councilmember Eaton.

7:13 PM Floor Open for Public Comments

No comment.

7:14 PM Floor Closed for Public Comments

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

- C. Rezoning request for 3501 Cherokee Street submitted by applicant Roger Wang. Applicant Roger Wang submitted rezoning request for property located at 3501 Cherokee Street. Request to rezone property from Neighborhood Shopping (NS) to Single Family Residential zoning district R-15. Property posted August 18, 2020. The legal ads were run on August 14 and 21, 2020 in the Marietta Daily Journal. The Planning Commission, at their regularly scheduled meeting on September 2, 2020, recommended approval to rezone property from (NS) to (R-15). Vote 5-0. Staff Recommendation: Planning and Zoning Administrator recommends approval.

Zoning Administrator Darryl Simmons presented a rezoning request for 3501 Cherokee Street submitted by applicant Roger Wang. Mr. Wang has tried to obtain a commercial tenant for years without any luck. He would like to rezone his property to R-15, which is a compatible zoning district. This is the final public hearing. The hearings were properly advertised in the Marietta Daily Journal on August 14 and 21, 2020 with the first public hearing occurring at the Planning Commission's regularly scheduled meeting on September 2, 2020. Staff received an email of concern from Bonnie Worley who is worried about the upkeep and maintenance of the property. Mr. Wang shared he will begin implementing improvements if the rezoning is approved. Mr. Simmons stated both the Planning Commission and staff recommend approval.

Motion by Councilmember Viars to approve the rezoning request for 3501 Cherokee Street submitted by applicant Roger Wang, as presented, seconded by Councilmember Henderson.

7:17 PM Floor Open for Public Comments

No comment.

7:18 PM Floor Closed for Public Comments

Roll Call vote taken:

Post 1, James Eaton -- Yay

Post 2, Tracey Viars -- Yay

Post 3, Pat Ferris -- Yay

Post 4, Chris Henderson -- Yay

Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

- D. Rezoning request application submitted by CF&G Enterprises to rezone property located in 20th District, land lot 175, parcel 17 and contains 2.3 acres. The rezoning request for vacant parcel is to rezone from Planned Village Commercial (PVC) to Fee Simple Townhomes (FST) district for the purpose of constructing twenty-three (23) townhome units. The Ellison Lakes Development contains a commercial component as part of master plan. This request would change a portion of the commercial component (Tract C). The property was duly posted on August 18, 2020. The legal ads were run on August 14 and 21, 2020 in the Marietta Daily Journal. The Planning Commission, at their regularly scheduled meeting on September 2, 2020, recommended denial of the rezoning request. Vote 4-0. The Planning and Zoning Administrator recommends denial.

Zoning Administrator Darryl Simmons presented the rezoning request submitted by CF&G Enterprises to rezone property located in 20th District, land lot 175, parcel 17 and contains 2.3 acres. The Ellison Lakes Development is a mixed-use development in which the City approved a certain amount of townhome units in its master plan; however, the applicant is requesting a spot zoning of Fee Simple Townhomes in a tract that was designated for commercial use. Staff analyzed the Development's master plan and believed this change goes against the City's land use policy. The Planning Commission denied the request and the Zoning Administrator recommends denial as well. The applicant, Eric Federspeel, attended the meeting via ZOOM in the event Council has any questions.

PARKS F. HUFF [Attorney with Sams Larkin Huff and Balli, LLP for applicant]: Attorney Huff noted he represents Eric Federspeel in this matter and presented a PowerPoint to Mayor and Council showing photos of the property in question as well as the City of Kennesaw's Future Land Use map. Barrett/ 41 Suburban Village has high density residential listed as a use. He points out the master plan was approved over 18 years ago and markets have changed. The commercial piece is a day care center [See Exhibit A].

7:34 PM Floor Open for Public Comments

DENISE BRADBERRY [City resident]: She believes the townhomes will cause even more traffic in the area. Though it has not since COVID, the day care center throws parties and when it does, cars are parked along the streets. It makes it difficult to come in and out of the community.

LEA ADDINGTON [City Clerk for the City of Kennesaw]: In Assistant City Manager Marty Hughes' absence, Ms. Addington read into the record an email sent to [kennesawcouncil@kennesaw-ga.gov](mailto:kennesawcouncil@kennesaw-ga.gov) by Attorney Huff which included the PowerPoint he presented tonight. [See Public Comment B].

ERIC FEDERSPEEL [City Business Owner]: Mr. Federspeel addressed the concern of traffic brought forth by Ms. Bradberry. He shared he would be willing to contribute to the installation of a roundabout. His company wants to enhance the development and he is trying to follow the City's Future Land Use map, which says high density residential is an option. He did not agree that his request should be considered "spot zoning" as the existing commercial segments have been empty for years. Mr. Federspeel explained he is only trying to improve and grow the area.

DARRYL SIMMONS [Zoning Administrator for the City of Kennesaw]: Mr. Simmons said staff had numerous conversations with the applicant and sympathizes with how the market is not what it used to be 18 years ago; however, Attorney Huff presented Barrett/41 Suburban Village which lists other zonings which can be incorporated as well. When Ellison Lakes was established, it was understood it needed to be a balanced development. If does not contain a commercial piece, it is not balanced. Mr. Simmons mentioned the request would go above the approved master plan, which would set a dangerous precedent for other developments regarding reactions to market conditions. He suggested other uses under Planned Village Commercial including professional offices, animal hospitals, labs, clinics, senior care, etc. All of these options should be exhausted before spot zoning is considered.

PARKS F. HUFF [Attorney with Sams Larkin Huff and Balli, LLP for applicant]: Attorney Huff spoke to address concerns about traffic. He believed their request would relieve traffic compared to any other use. Attorney Huff readdressed slides in his PowerPoint presentation regarding Barrett/41 Suburban Village and noted what his client is requesting fits the land use for that area. He expressed 18 years is long enough to see if any of the options Mr. Simmons mentioned work – they have not. Attorney Huff said his client has exhausted all options.

7:53 PM Floor Closed for Public Comments

No motion was made to approve the rezoning request application submitted by CF&G Enterprises to rezone property located in 20th District, land lot 175, and parcel 17 containing 2.3 acres.



Motion by Councilmember Blinkhorn to deny the rezoning request application submitted by CF&G Enterprises to rezone property located in 20th District, land lot 175, and parcel 17 containing 2.3 acres, as presented by Mr. Simmons, seconded by Councilmember Viars.

Roll Call vote taken:

Post 1, James Eaton -- Nay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 4-1-0. *[Councilmember Eaton opposed]*. Motion carried.

## **XI. CONSENT AGENDA**

- A. Approval of the August 31, 2020 Mayor and Council work session minutes.
- B. Approval of the September 8, 2020 Mayor and Council regular meeting minutes.
- C. On September 2, 2020, Martha W. Van Essendelft purchased one (1) cemetery lot in the Kennesaw City Cemetery. The lot is located in Section III, Plot 68, Lot C. Authorize Mayor to sign the supporting deed for purchase of the lot. City Clerk recommends approval.
- D. Approval of **RESOLUTION NO. 2020-35, 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 Police Ford Interceptor SUV. The total amount of the loan is \$37,198.00. Through GMA the City will finance the vehicle for a five year period with annual payments of \$8,171.12 at an annual interest rate of 3.21%. Funding will be through Magnolia Bank via GMA. Finance Director recommends approval. 100.8000.58.1200 Total principal \$37,198.00 over lease term. 100.8000.58.2200 Total interest \$3,657.60 over lease term
- E. Approval of **RESOLUTION NO. 2020-36, 2020** for a Stormwater Agreement By And Between The City Of Kennesaw And Keene Street JV, LLC. The School House Village developer has designed the 7.15 acre site's stormwater system based on participation in and utilization of the City's regional stormwater detention facility for the downtown hydrology basin. The Agreement is the standard form used by the City for

participation in the regional facility by private development. The fees required for use of the facility are standard rates established by the City. The developer has completed the civil engineering for the site and allowing for the final calculation for impervious surface. Legal has reviewed and finalized the document. The Public Works Director and Economic Development Director recommend approval.

Motion by Councilmember Henderson to approve the Consent Agenda engross, seconded by Councilmember Blinkhorn.

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

**XII. FINANCE AND ADMINISTRATION**  
**GINA AULD, Finance Director**

No items.

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

No items.

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

No items.

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

No items.

**XVI. RECREATION AND CULTURE**  
**RICHARD BANZ, Museum and Agency Director**  
**STEVE ROBERTS, Parks and Recreation Director**  
**ANN PARSONS, Smith-Gilbert Gardens Director**

No items.

## **XVII. COMMUNITY DEVELOPMENT**

**ROBERT FOX, Economic Development Director**

**DARRYL SIMMONS, Zoning Administrator**

**SCOTT BANKS, Building Official**

No items.

## **XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR**

7:58 PM      Floor Open for Public Comments

MARY WHITLOCK [City resident]: Ms. Whitlock noted agenda item XIX- B regarding the Big Shanty Festival. She said basic information was shared during the work session last week but she would like to see something presented to the public about how organizers plan to keep everyone safe. She hoped the item on the agenda was not a done deal.

Please see item XIX. B for further discussion.

8:07 PM      Floor Closed for Public Comments

## **XIX. CITY MANAGERS REPORT – Jeff Drobney**

A.      City Manager reports, discussions and updates.

*[Councilmember Viars recused herself from the Council Chambers regarding item XIX-B].*

*[Councilmember Eaton recused himself from the Zoom meeting regarding item XIX- B].*

B.      Approval to move forward with the Big Shanty Festival in November.

City Manager Jeff Drobney stated as we get closer to the date of the event, further discussion and ultimately a decision is necessary on whether or not we move forward with the Big Shanty Festival. Dr. Drobney mentioned he sent Council an updated plan for the festival spelling out the protocols and procedures that will be in place.

Mayor Easterling clarified he does intend to have an open discussion about the Big Shanty Festival. The event was placed on the agenda due to the time sensitive nature of the item.

MIKE EVERHEART [Owner of Great Gig DANCE Company]: Mr. Everheart shared Big Shanty Festival was started as trade days over 48 years ago to save the City when I-75 was created. He believes the community needs saving again as everyone has been isolated for too long. Mr. Everheart and the organizers behind the Big Shanty Festival are looking for direction from Council as they have always collaborated with the City of Kennesaw. If Council gives them the ok, it will allow them to take the first step to restore normalcy to the community.

Mayor Pro Tem Pat Ferris suggested for public transparency, he would like the plan sent to Council regarding the protocols and procedures for the festival to be read into the minutes.

Motion by Councilmember Henderson to approve moving forward with the Big Shanty Festival in November, seconded by Mayor Pro Tem Ferris.

Dr. Drobney read the plan into the record. [Please see Exhibit B].

Roll Call vote taken:

Post 1, James Eaton -- Recused  
Post 2, Tracey Viars -- Recused  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved, 3-0-2. Motion carried.

## **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 Derek Easterling shared there were vacancies that needed to be filled on the Kennesaw Development Authority and Urban Redevelopment Agency.

Motion by Councilmember Blinkhorn to ratify the appointment of Chris Davis to fulfill a vacancy on the Kennesaw Development Authority with a term ending December 2023 and Dale Hughes to the Urban Redevelopment Agency with a term ending September 2023, seconded by Councilmember Viars.

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

## **XXI. COUNCIL COMMENTS**

Councilmember Blinkhorn had a wonderful weekend in the community. He walked Swift-Cantrell, attended an event in the City and had dinner at Bernie's. He shared it is possible to be involved in the community safely!

Councilmember Henderson attended one of the same events as Councilmember Blinkhorn. He gave a shout out to former Councilmember Jimmy Dickens and thanked him for creating such a great event for the community.

Mayor Pro Tem Ferris shared he is loving the fall weather and how he is hearing a lot of good things about the Scarecrows on Main event!

Councilmember Viars has been enjoying the fall weather also. Back when Swift-Cantrell closed during the pandemic, she started walking along Main Street and has made a lot of new friends! She encouraged everyone to get out and enjoy the City.

Councilmember Eaton enjoyed his first fire in his backyard for the fall season last night. It was nice to sit back and relax!

## **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.

Motion by Councilmember Viars to enter into Executive Session as allowed by O.C.G.A. Sec. 50-14-3 for the purpose of discussing legal and personnel, motion seconded by Councilmember Blinkhorn.

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

8:26 PM      Recess to Executive Session

Mayor, City Council, City Attorney, City Manager, City Clerk, and Police Chief attended Executive Session.

8:50 PM      Reconvene into Open Session

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

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

Motion by Councilmember Blinkhorn to approve a settlement agreement between Amorelle Williams, the City of Kennesaw, and the Georgia Interlocal Risk Management Agency, seconded by Councilmember Henderson.

Roll Call vote taken:

Post 1, James Eaton -- Yay  
Post 2, Tracey Viars -- Yay  
Post 3, Pat Ferris -- Yay  
Post 4, Chris Henderson -- Yay  
Post 5, David Blinkhorn -- Yay

Motion approved unanimously, 5-0. Motion carried.

### **XXIII. ADJOURN**

Mayor Easterling adjourned the meeting at 8:52 P.M. The next regularly scheduled meeting will be held Monday, October 5, 2020 at 6:30 P.M. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

---

Lea Addington, City Clerk

# **Public Comment A**

Monday, September 21, 2020

ATTN: Derek Easterling

Mayor of Kennesaw

**Downtown Pedestrian Crosswalks**

- Surveillance cameras –
- Lights on the street in a strobe motion –
- Changing the colors from yellow to red flashing lights –
- Having officers patrol speed traps or undercover during rush hour –
- Place signs on poles to let drivers know they need to stop –



# **Public Comment B**

## Lea Addington

---

**From:** Parks Huff <phuff@samlarkinhuff.com>  
**Sent:** Monday, September 21, 2020 4:53 PM  
**To:** City Clerk; Darryl Simmons; kennesawcouncil  
**Subject:** Rezoning request application submitted by CF&G  
**Attachments:** Presentation1.pdf

I would like to use this presentation tonight at the council meeting. I will be in person. Please confirm that you can have this loaded for me to use. Thank you,

PARKS F. HUFF, ESQ.  
SAMS, LARKIN & HUFF, LLP  
376 Powder Springs Street, Suite 100  
Marietta, Georgia 30064  
770.422.7016 (office)/ 404.975.8859 (mobile)  
[phuff@samlarkinhuff.com](mailto:phuff@samlarkinhuff.com)



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# **Exhibit A**

# **RZ2020-05**

# **CF&G ENTERPRISES**

Parks F. Huff  
SAMS, LARKIN & HUFF, LLP



# AERIAL



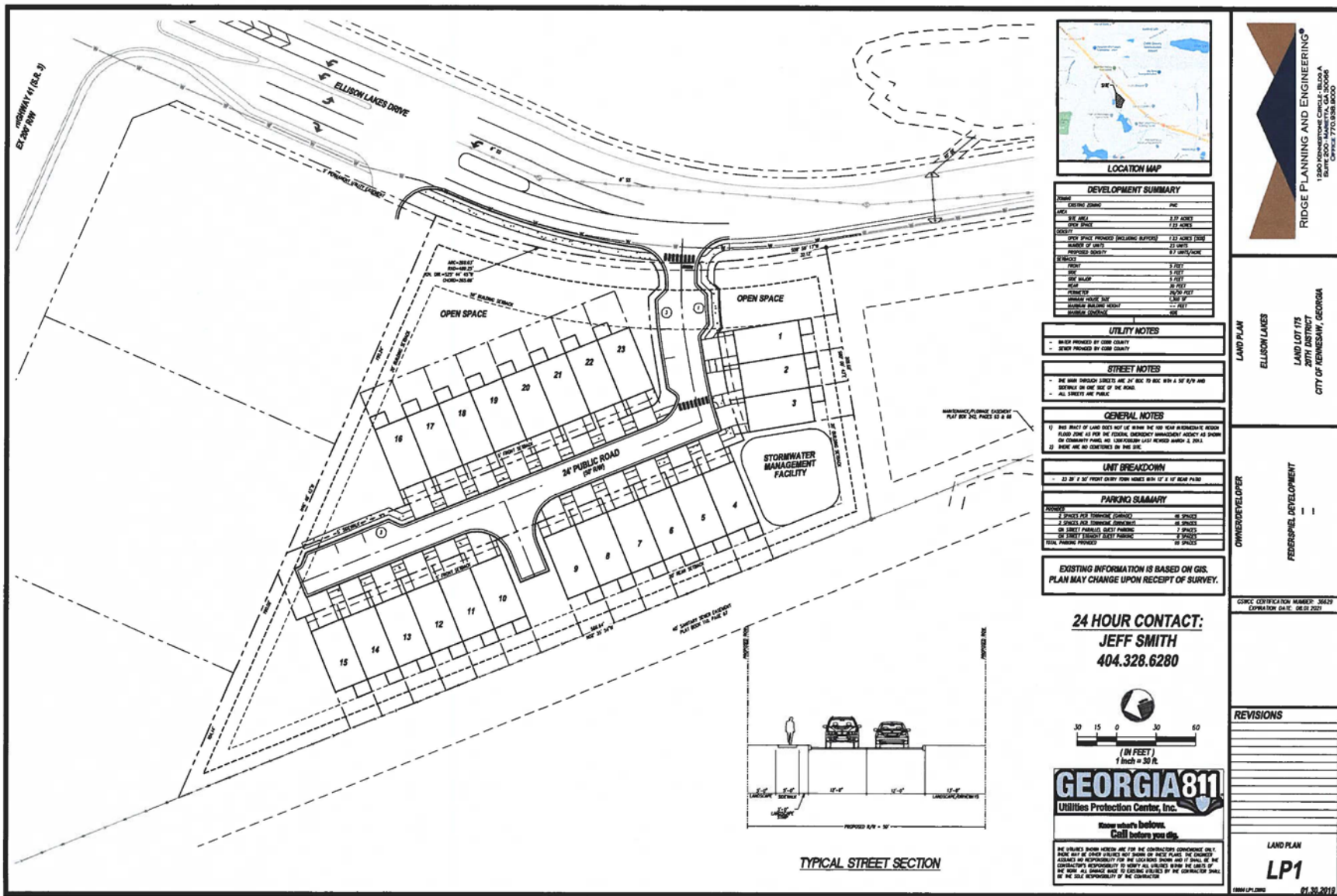


# AERIAL

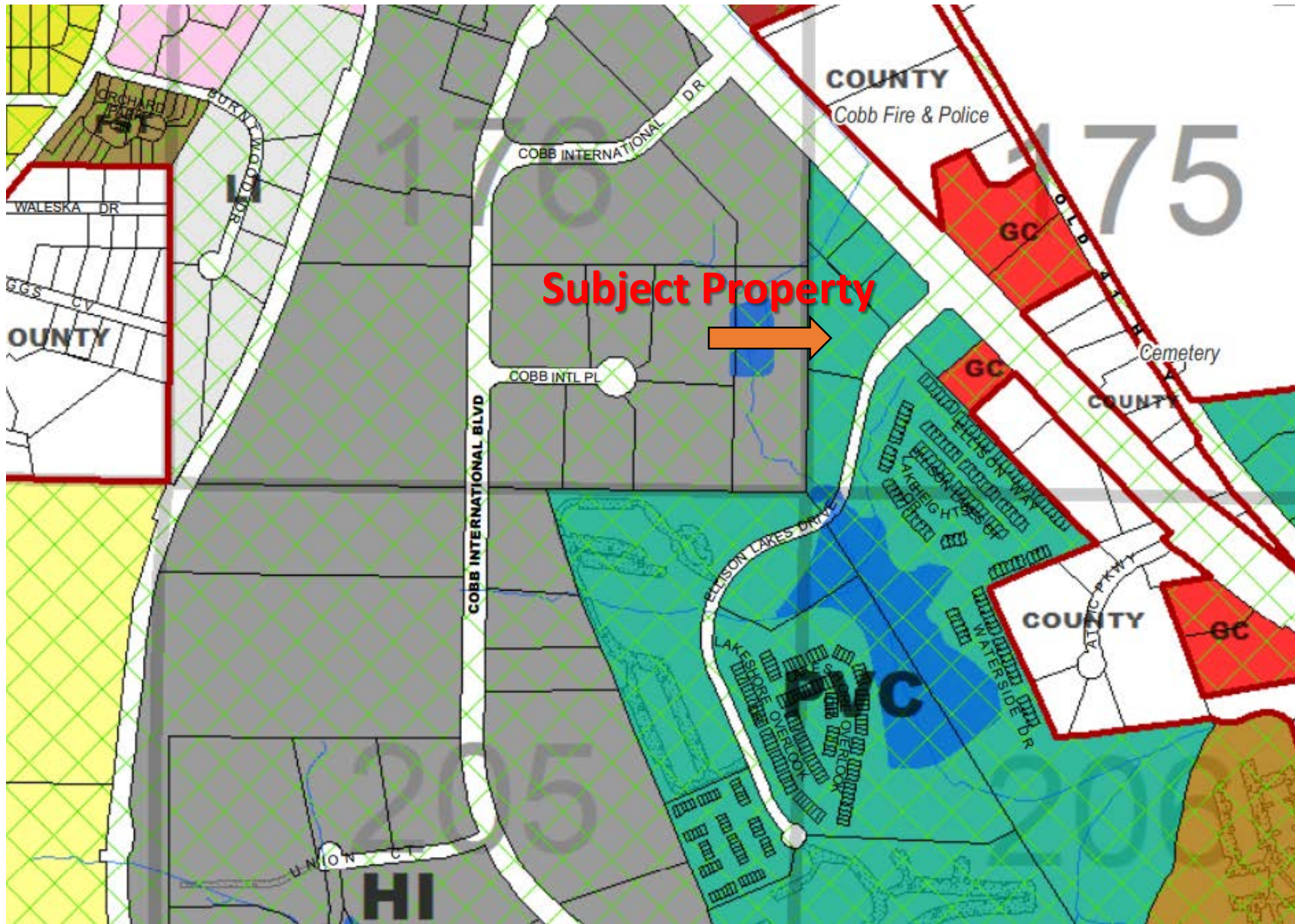




# SITE PLAN



# ZONING MAP

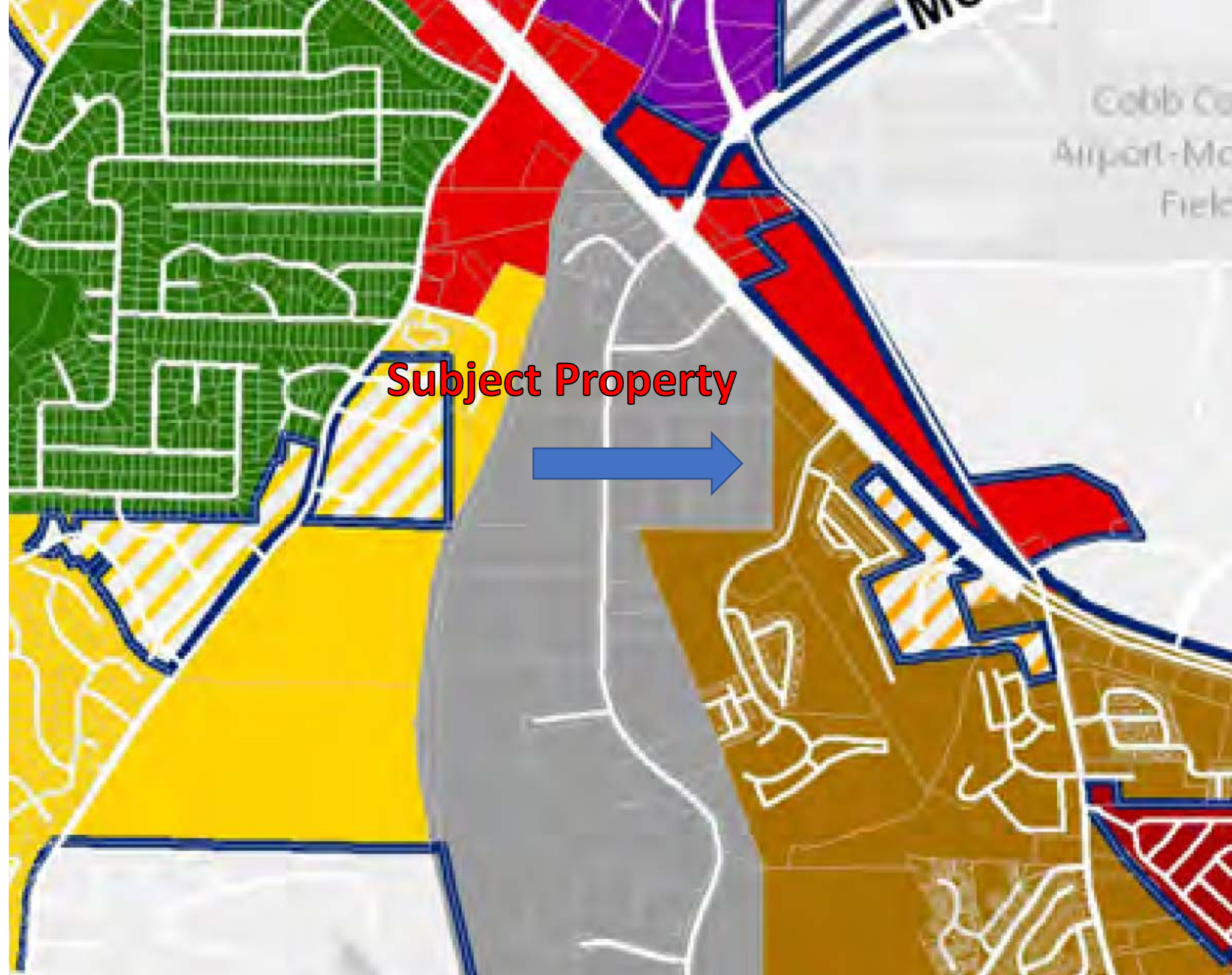




**FUTURE LAND  
USE MAP**

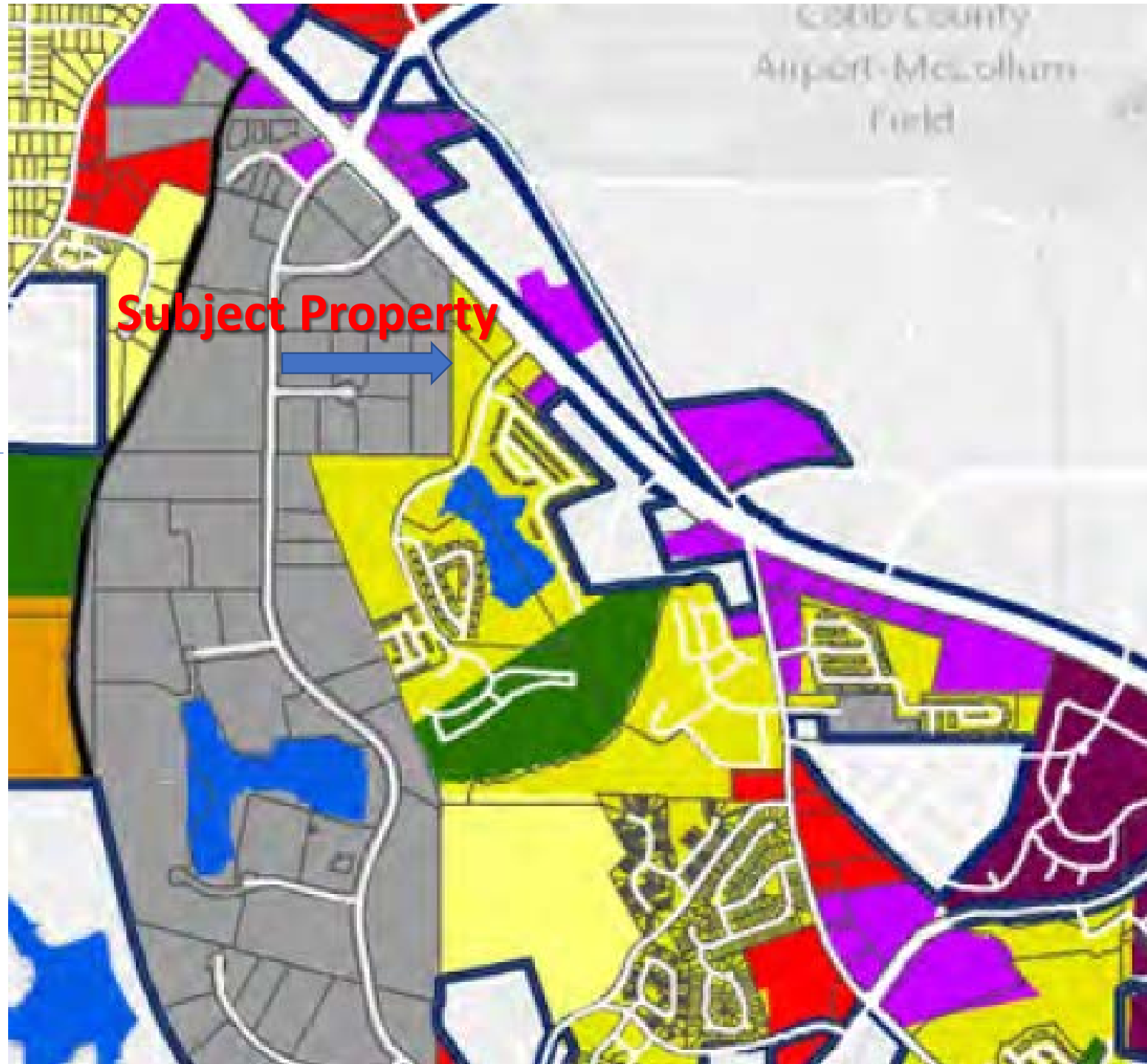
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**BARRETT/41  
SUBURBAN  
LIVING**



# FUTURE LAND USE MAP

## Residential - High





# Barrett 41 Suburban Village

Barrett 41 Suburban Village is an area that is largely single family residential with some multi- family housing and neighborhood commercial uses. Most of the residential developments have been built in the last ten years with at least one new community still under construction. Located in the Southeast corner of the City limits, the Barrett 41 Suburban Village is situated between the Cobb Parkway Industrial area, Cobb Parkway and Ernest Barrett Parkway. The proximity to I-75, Cobb Parkway and Barrett Parkway make this an attractive location for residents who commute south to Marietta, south Cobb County and Atlanta for employment. Employment centers are also located just across Cobb Parkway in the retail and office districts adjacent to Barrett Parkway.

## Future Land Use Categories

- CAC Community Activity Center
- NAC Neighborhood Activity Center
- PRC Park/ Recreation/ Conservation
- RAC Regional Activity Center
- RH High Density Residential
- RL Low/Medium Density Residential



Barrett 41 Suburban Village Area



# ARCHITECTURAL RENDERINGS

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# LANDSCAPING



# **Exhibit B**



## **Kennesaw Big Shanty Festival Preliminary Action Plan to Operate** **November 7 & 8, 2020**

Let us begin by looking at the origin of the Big Shanty Festival. When it started as “Trade Days”, the festival’s purpose was to promote businesses in the downtown area as the I-75 corridor developed and everyday traffic was now diverted away from Highway 41 and straight into Atlanta. Trade Days was successful, and one of the highlights each year at Trade Days was the performance of the Little General Cloggers, a local dance group. As the festival has grown into what it is today, it is important to remember its spirit and origin.

### **Under the State of Georgia Executive Order 9.15.20**

#### **Section II. Definitions**

#5) “Gatherings” shall mean more than fifty (50) persons physically present at a Single Location if, to be present, persons are required to stand or be seated within six (6) feet of any person. Therefore, groups of more than fifty (50) people are permitted if their grouping is transitory or incidental, or if their grouping is the result of being spread across more than one Single Location.

#15) “Single Location” shall mean a space where all persons gathered cannot maintain at least six (6) feet of distance between themselves and any other person.

Big Shanty Festival layout will be widespread extending further up Main Street to the road closure at Cemetery Street and down to Moon Station Road. **Each vendor booth will be separated by at least 8-10 feet.** There will be less vendors by almost half and expecting less crowd size. Big Shanty Festival is a free-flowing event where patrons are constantly moving and transitioning from booth to booth. Social Distancing will be easily achieved in the wide-open format and any areas designed for seating will be spaced for social distancing.

Since there are not any specific references to outdoor events in the State of Georgia Executive Order, we will adopt many of the requirements for Tier III Live Performance Venues with 5,000 or more people – **adding the caveat that Big Shanty Festival will be outdoors.** “The risk is definitely lower outdoors. The primary reason is there’s just such a large volume of clean air.” (Elemental – July 13 Article).



We will also adopt the CDC Considerations for Events and Gatherings using their Events and Gatherings: Readiness and Planning Tool.

### **Section IX. Sports & Live Performance Venues**

#1) Placing signage at any entrance to instruct patrons and performers that they cannot enter if they have been diagnosed with COVID-19, have exhibited Symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days.

#2) Placing signage at any entrance and throughout the event providing information regarding enhanced sanitation procedures, Social Distancing requirements and other instructions and limitations as applicable.

#3) Require all workers who have frequent contact with patrons to wear a face covering unless eating, warm weather, or other extenuating circumstances where the face cover is causing difficulty to breath.

#17) Provide Hand Sanitizer for use by all individuals present using contactless hand sanitizing stations – We will provide fifteen (15) Sani Stands with four (4) dispensers per stand a total sixty (60) throughout the event.

#23) Requiring Workers to clean and sanitize bathrooms and all frequently touched surfaces regularly throughout event – we will have “clean teams” sanitizing all used surfaces. We will be using Superior Plumbing restroom trailers with running water and soap for patrons to wash their hands and constantly sanitize.

We will use social distancing stickers in front of food vendors and sani-stands throughout the event:



We will place signage at entrances with the following Georgia State Liability Wavier statement and the Cobb Douglas Department of Health mask and symptom notice.





**Big Shanty Festival Parade** – We do not recommend having the Big Shanty Festival Parade.

### **Big Shanty Festival Entertainment**

There will need to be modifications to normal operating procedures for performers at the festival. At this time, singing in a large group is not considered safe. However, physical performance, such as dancing and martial arts CAN be performed safely. Performance has always held a special place at the event and if there is ANY way to continue (while promoting local talent and business), it would be wrong to dismiss it.

The conditions and setting are very favorable to allow some performing groups to entertain at the 2020 Big Shanty Festival. Some of these conditions include, but are not limited to:

1. The festival is outdoors. Looking at other group events that have been occurring outside (such as football, baseball, cheerleading and softball), with adequate space between a stage and an audience, as well as safe practices in place around the stage area, having some performing groups is very feasible and even advantageous to the event.
2. Other organizations (such as Atlanta Lyric Theatre) have been successful in providing outdoor entertainment on a stage in a fun and safe environment. By keeping a distance between performers and audience (which can be safely socially distanced with pre-arranged seating areas), the risk of contagion is minimal-to-none.
3. The leaders of the performing groups can be held accountable for the guidelines for their performers set forth by the festival leaders.
4. Entertainment will continue the spirit in which the Big Shanty Festival began many years ago when it was Trade Days. Community is key and without the essence of community groups, Big Shanty Festival loses a large part of what sets it apart from just another craft show or food market. While many of our schools and singers will be unable to perform, dance, martial arts and perhaps some other physical forms of entertainment CAN safely perform and will bring revelry and a much-needed sense of normalcy to the event.

5. These performing groups are also businesses. Performance is a part of the business model and needs to be supported.

Some factors and guidelines that can be in place for entertainers:

1. All performers can be screened for temperature (with a scanning thermometer) and symptoms (through a questionnaire).
2. The stage can be sprayed and wiped down between performing groups with an approved alcohol or disinfecting solution. Great Gig Dance Co. is happy to provide volunteers to accomplish this during festival operations.
3. Hand sanitizer can be made available for all performers and festival attendees.
4. No group singing will occur.
5. Changing tents/facilities can be eliminated completely by requesting that performers do not change costumes or clothes on festival grounds.
6. Performance times can be made shorter and more time between performing groups can be given for adequate cleaning and sanitation.
7. Performance groups can be kept small. Groups that normally bring 20+ performers can break into smaller groups and occupy multiple entertainment slots to accommodate their performers.
8. Groups arriving to perform can be kept in a socially distanced holding area separate from the stage until the previous group has completely left the area. Again, Great Gig Dance Co. offers to assist with stage management and compliance of all groups.
9. No food or drink (other than disposable or individual water bottles) should be allowed around the performance area.
10. Audience members should be encouraged to wear masks and to social distance from one another by bringing their own chairs and keeping them spaced at least 6 feet apart from other family units. Spray painted squares could be used to create visual spaces for families to sit. Performers should be encouraged to wear masks during periods of non-physical exertion, and before/after their performance.

Great Gig Dance Co. successfully produced 5 dance recitals in June of 2020 that were all strictly socially distanced and very safe. With 150 audience members per show and 40-60 dancers performing at each show, not one person became ill with Covid-19 or any other illness.

The local performing groups and entertainers have a huge impact on the overall aesthetic and experience of this festival. Most of these groups are also part of a local business that may have been negatively impacted already by Covid-19. As in the spirit of the original Trade Days, these businesses need the support of their community. The young performers who have suffered continual disappointment since the onset of the pandemic NEED the support of their community. School, activities, vacations, friends, parties, social engagements, church...everything our children look forward to and participate in for social interaction and engagement have been off limits for months. If we can provide a safe environment for them to engage in their activities that they have worked so hard at for so many months and years, then we need to do it.



**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Approval of the September 21, 2020 executive session minutes.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

---

**ATTACHMENTS:**

Description	Upload Date	Type
09-21-20 Executive Session Verification	10/2/2020	Backup Material

**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

Verification the Mayor and City Council have reviewed Minutes from the

September 21, 2020 Executive Session.

(please initial next to your name)

Mayor Derek Easterling

Date: 09/28/2020

Mayor Pro Tem Pat Ferris

Date: 9/29/2020

Councilmember James Eaton

Date: 10/2/2020

Councilmember Tracey Viars

Date: 9/29/20

Councilmember Chris Henderson

Date: 9/28/20

Councilmember David Blinkhorn

Date: 9/28/20

These Minutes were approved at the October 5, 2020 Mayor and City Council meeting.

ATTEST:

\_\_\_\_\_  
Lea Addington, City Clerk





**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Receipt of the MetroAtlanta August 2020 activity report.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

---

**ATTACHMENTS:**

Description	Upload Date	Type
August 2020 Activity Report	9/25/2020	Backup Material

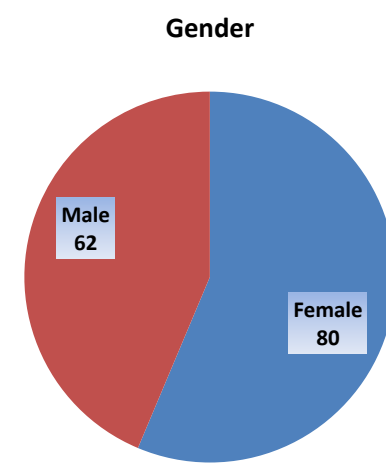
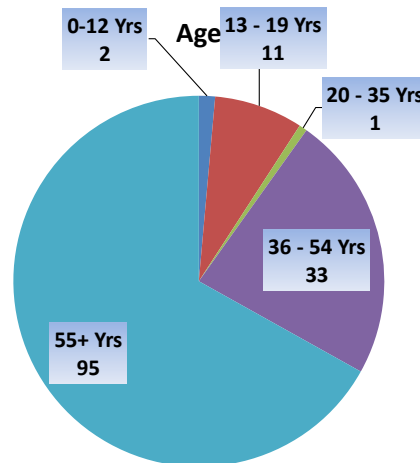
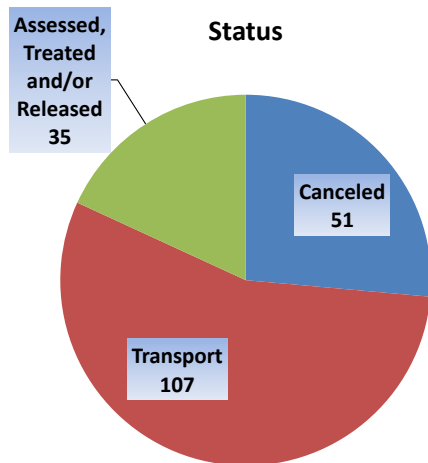
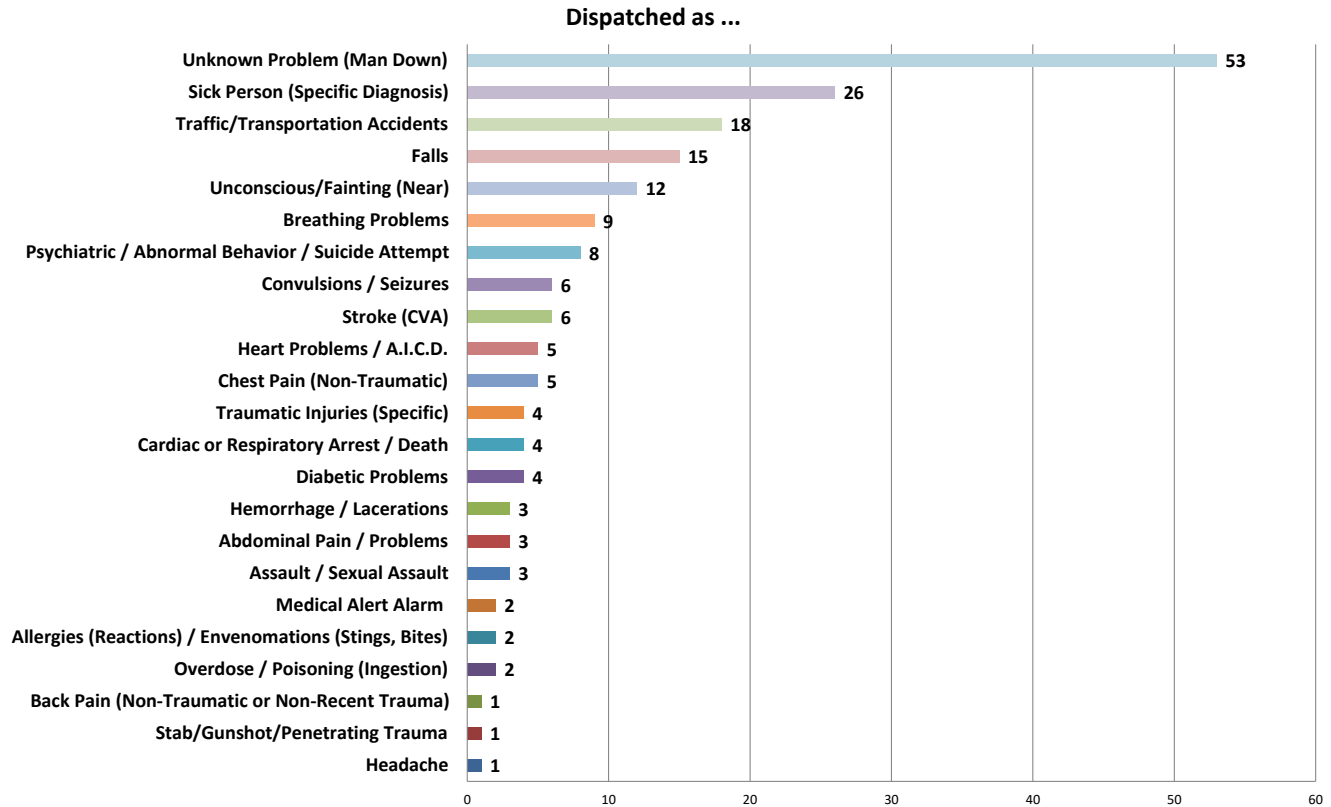
Total Responses	Total
Total	193

Patient Interaction	Total
Total	142

Avg. Response Time	Total
Total	8:31

Cardiac Arrests	Total
Arrest	2
Lucas Used	0

Events	Total
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# City of Kennesaw

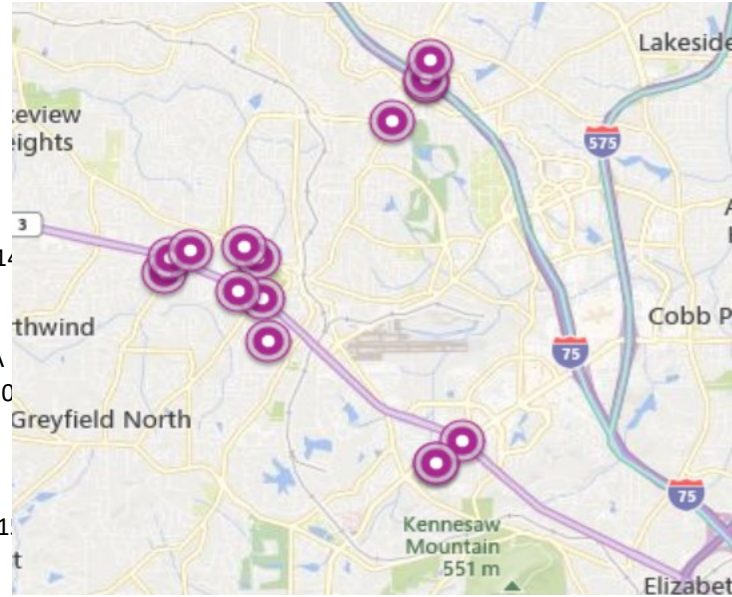
Municipality Report  
08/01/2020 to 08/31/2020

**MetroAtlanta**  
Ambulance Service

## MVA Information

### Address1

1989 COBB PKWY NW, KENNESAW GA 30152
2102 OLD 41 HWY NW, KENNESAW GA 30144
2390 LAKEWOOD DR NW, KENNESAW GA 30152
2781 COBB PKWY NW, KENNESAW GA 30152
3015 RUTLEDGE RD NW, KENNESAW GA 30144
BARRETT PKWY & CRATER LAKE DR NW, KENNESAW GA 30152
COBB PKWY NW & ERNEST W BARRETT PKWY NW, KENNESAW GA 30144
COBB PKWY NW & MACK DOBBS RD NW, KENNESAW GA 30152
COBB PKWY NW & WATTS DR NW, KENNESAW GA 30152
ERNEST W BARRETT PKWY NW & CRATER LAKE DR NW, KENNESAW GA 30152
GEORGE BUSBEE PKWY NW & WADE GREEN RD NW, KENNESAW GA 30144
I-75 N & WADE GREEN RD NW, KENNESAW GA 30144
I-75 S & WADE GREEN RD NW, KENNESAW GA 30144
JILES RD NW & CHEROKEE ST NW, KENNESAW GA 30144
MACK DOBBS RD NW & SUMMER STREAM DR NW, KENNESAW GA 30144
PAULDING ST NW & N MAIN ST NW, KENNESAW GA 30144





**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

<b>Title of Item:</b>	Authorize a RESOLUTION to approve the bid and award contract for Community Development Block Grant (CDBG) Kennesaw Heights Project.
<b>Agenda Comments:</b>	<p>Staff solicited bids from qualified contractors to install curb, gutter and make storm improvements in association with the Community Development Block Grant (CDBG) program. The project will consist of installing storm lines, junction boxes, and curb and gutter on White Oak Circle and Randolph Circle. The bid announcement was advertised in the Marietta Journal pursuant to City procurement policy. Eight bids were received: DAF Concrete Inc. - \$149,232.00; Multiplex, LLC - \$269,099.70; Butch Thompson Enterprises, Inc. - \$299,712.25; A1 Contracting - \$333,541.00; Integrated Sitework, LLC - \$338,915.75; Sol Construction, LLC - \$368,040.00; J.G. Leone Enterprises, Inc. - \$540,965.00; and Site Engineering, Inc.- \$593,054.00.</p> <p>The two lowest bidders were unable to qualify to perform the work due to the CDBG Office finding problems with their Data Universal Number System Number (DUNS#). DUNS is a credit-tracking program used by the Federal Government. Because of the issues found, the City was required to reject these bids.</p> <p>The Public Works Director recommends approval of bid and award of contract to Butch Thompson Enterprises, Inc. for the amount of \$299,712.25 and requests the Mayor to sign the attached resolution and contract.</p>
<b>Funding Line(s)</b>	100.1050.54.142000.00000 CDBG Projects



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**ATTACHMENTS:**

Description	Upload Date	Type
Resolution	9/25/2020	Resolution
Attachment A - Contract	9/24/2020	Backup Material
Bid Log	9/24/2020	Backup Material

**CITY OF KENNESAW  
GEORGIA**

**RESOLUTION NO. 2020-\_\_\_\_, 2020**

**RESOLUTION TO APPROVE BID AND AWARD CONTRACT WITH  
BUTCH THOMPSON ENTERPRISES, INC.  
FOR CDBG WHITE OAK CIRCLE PROJECT**

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

**WHEREAS**, Cobb County through its Community Development Block Grant program has provided funding for the installation of storm lines, junction boxes and curb and gutter on White Oak Circle and Randolph Circle; and

**WHEREAS**, Butch Thompson Enterprises, Inc. was the lowest responsive bidder and has offered to assist the City and furnish all labor, material, and equipment to perform to work for the amount of \$299,712.25.

**THEREFORE BE IT RESOLVED** the Kennesaw City Council authorizes the Mayor to execute a contract with Butch Thompson Enterprises, Inc. to perform described work as shown as Attachment A.

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

PASSED AND ADOPTED by the Kennesaw City Council on this \_\_\_\_\_ day of October, 2020.

ATTEST:

CITY OF KENNESAW

\_\_\_\_\_  
James Friedrich, Deputy City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor

**CONTRACTOR AGREEMENT**  
**CITY OF KENNESAW**  
**STORM WATER CONSTRUCTION PROJECT**

This Agreement is executed this \_\_\_\_ day of October 2020 by and between the City of Kennesaw, a political subdivision of the State of Georgia, hereinafter referred to as the “City”, and Butch Thompson Enterprises, INC., hereinafter designated as the “Contractor.” The Contractor hereby agrees to deliver to and perform for the City, and the City agrees to pay for those items and services described in the special provisions to this contract, which are attached hereto by Exhibits “A” and by this reference made a part hereof. The parties hereby agree to each and every general condition and special provision contained herein as follows:

**1. Adequate Personnel; Conditions.**

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

**2. Duration.**

This contract shall be deemed in effect on the date of execution. Contractor shall commence performing the services herein described upon receipt of the letter to proceed delivered by the City. Contractor shall complete the services herein described by December 31, 2020, unless sooner terminated pursuant to the provisions contained herein.

**3. Price.**

The parties have stated the contract price in the special provisions attached hereto as Exhibit “A” and by this reference made a part hereof. The contract price for Exhibit “A” is Two hundred ninety nine thousand, seven hundred twelve dollars and twenty five cents (\$299,712.25).

**4. Time of Essence.**

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

**5. Governing Law.**

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

**6. Assignments.**

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

**7. Modification.**

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

**8. Due Diligence.**

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

**9. Risk of Loss.**

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

**10. Invoices.**

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

**11. Taxes.**

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

**12. Permits and Licenses; Inspection; Tests.**

The Contractor shall procure all permits and licenses or other authorization necessary, pay all charges and fees, and give all notices necessary and incidental to the performance of the terms of this agreement. Contractor has visited and inspected the work site and local conditions under which the work is to be performed and Contractor has performed such tests, if any, as are necessary to determine the conditions under which the work will be performed, and Contractor accepts the conditions of the work site and taken those conditions into account in entering into this Agreement.

**13. Termination for Cause.**

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

such termination. The Contractor shall be liable to the City for any damage resulting from the Contractor's default.

**14. Inspection and Testing.**

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

**15. Liquidated Damages.**

In the event that the materials or services which form the subject of this agreement are not delivered as set forth in this agreement, the City may terminate this agreement and recover liquidated damages in an amount set forth in the special provisions to this agreement. The liquidated damages enumerated herein are not intended to penalize the Contractor, but the parties agree that due to each party's difficulty in specifically quantifying the damages which would be occasioned due to the breach of this agreement, the parties deem it advisable to stipulate a specific sum per day as damages as a result of the Contractor's failure to deliver the supplies or services which form the subject of this agreement in a timely manner. The Contractor shall not be liable for liquidated damages due to a delay occasioned by unforeseeable causes beyond the control of the Contractor if such causes do not result from the default or negligence of the Contractor. The Contractor shall not be liable for damages due to delay in the performance of this agreement if such delay is caused by acts of God or of the public enemy, acts of the government, fires, epidemics, quarantine restrictions, strikes or freight embargoes. Such liquidated damages enumerated herein shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects on Contractors performance hereunder for other matters other than delays in completion. When the City believes that completion may be delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor and amount then believed by City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion, or any part thereof, for which City has withheld payment, the City shall promptly release to Contractor those funds withheld, but no longer applicable as liquidated damages.

**16. Contract Documents.**

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

**17. Additional Security.**

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

**18. Accounting and Records Retention.**

Contractor shall maintain accounts and records, including books, records, documents, personal property, financial records and other evidence adequate to identify and account for all costs and expenses pertaining to this Contract and such other records as may be requested by the City to

assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the City or its representative(s) upon request and without additional charge to the City, and shall be retained for at least six (6) years after expiration of this Contract, termination or completion of this project unless permission to destroy them is granted by the City. Contractor's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and City law, rules and regulations.

**19. Indemnification.**

To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the City, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of this agreement, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless whether such injury is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein.

**20. Severability.**

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

**21. New Materials.**

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

**22. Set-off.**

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

**23. Defective Materials.**

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

**24. Defective Materials-Liability.**

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

**25. Manufacturer's Warranties.**

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

**26. Notices.**

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

**27. Bid Bond.**

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

**28. Performance and Payment Bonds.**

The Contractor shall furnish the City a performance bond in the form enclosed in the City's request for bids in an amount of one hundred percent (100%) of the lump sum amount bid for the full and complete performance of this contract. The Contractor shall also furnish a payment bond on the form enclosed in the City's request for bids insuring the payment of all persons performing labor and furnishing materials or equipment in connection with this agreement. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent or more or when the total cost of the work has increased by five percent (5%) or more, it shall obtain a written amendment to the payment bond and the performance bond increasing the penal amounts of both bonds to one hundred percent (100%) of the new Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order. The City shall approve no payment for the work provided by the Change Order until the Contractor has provided the written amendment to the City. The Contractor shall furnish in writing both a performance bond and a payment bond executed by a duly authorized representative within (30) days of the execution of this agreement. The Contractor's failure to provide said bonds shall authorize the City to terminate this agreement and pursue all remedies available to the City at law or in equity. All bonds at the time of issuance must be issued by a company authorized by the Georgia Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.

**29. Change Orders.**

The City may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of, but not limited to, the following: (a) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City in accordance therewith; (b) method of shipment or packing; (c) construction materials; (c) construction design; (d) construction specifications; and (e) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of this agreement, an equitable adjustment shall be made in the contract price of delivery schedule, or both, and the agreement shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; provided,

however, that the City, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment pursuant to this agreement. Where the cost of property made obsolete or rendered unnecessary as a result of a change is included in the Contractor's claim for adjustment, the City shall have the right to prescribe the manner of disposition of such property. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**30. Variation in Quantity.**

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

**31. Rejection of Nonconforming Materials.**

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

**32. Inspection Facilities.**

If any inspection or test is made by the City on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the City inspectors in the performance of their duties. If City inspections or tests are made at a point other than the premises of the Contractor or a subcontractor, said inspections or tests shall be at the expense of the City except as otherwise provided in this agreement; provided that in case of rejection, the City shall not be liable for any reduction in value of samples used in connection with such inspections or tests. All inspections and tests by the City shall be performed in such a manner as not to unduly delay the work. The City reserves the right to charge to the Contractor any additional costs of City inspections and tests when supplies are not ready at the time such inspections and tests are requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this agreement; but failure to inspect and accept or reject the supplies shall neither relieve the Contractor from responsibility for such supplies which are not in accordance with the contract requirements nor impose liability on the City therefore.

**33. Testing-Liability.**

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



acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistake as amounts to fraud.

**34. Inspections-Records.**

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

**35. Payments.**

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

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

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

- (i) Defective work not remedied;
- (ii) Claims or liens filed;
- (iii) Failure of the Contractor to make payments properly to Subcontractor or Supplier for materials or labor;
- (iv) A reasonable doubt that the Contract can be completed for the balance then unpaid;
- (v) Damage to a Separate Contractor or to the City or a third party;
- (vi) Failure to maintain a rate of progress consistent with the schedule; or
- (vii) Failure to supply enough skilled workers or proper materials.

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

**36. Termination for Cause.**

The City may, in addition to the provisions of Paragraph 13 herein, and subject to the provisions of Paragraph 46, by written notice of default to the Contractor, terminate the whole or any part of this agreement in any one of the following circumstances:

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

**37. Costs to Cure.**

In the event the City terminates this agreement in whole or in part as provided in Paragraph 13 or Paragraph 46, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this agreement to the extent not terminated pursuant to the provisions of Paragraph 13 and/or Paragraph 40.

**38. Force Majeure.**

Except with respect to defaults of subcontractor, the Contractor shall not be liable for any excess costs if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or to the public enemy, acts of the City, acts of the City, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather exceeding the average climatic conditions in the area of the Work. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The Contractor shall, within seven (7) days from the beginning of such delay, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and the extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

**39. Title to Materials Upon Termination.**

If this agreement is terminated as provided in Paragraph 13 and/or Paragraph 46, the City, in addition to any other rights provided in this agreement, may require the Contractor to transfer title and deliver to the City: (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and agreement rights (hereinafter called "construction materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this agreement as has been terminated. The Contractor shall, upon direction of the City, protect and preserve property in possession of the Contractor in which the City has an interest. Payment for completed supplies delivered to and accepted by the City shall be at the contract price. Payment for construction materials delivered to and accepted by the City and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and the City. The City may withhold from amounts otherwise due the Contractor for such completed supplies, construction services, or construction materials such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

**40. Review of Termination.**

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

**41. Additional Remedies.**

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

**42. Subcontractors.**

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

**43. Solicitation of Contract.**

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

**44. Termination for Convenience.**

The performance of work under this contract may be terminated by the City in accordance with this clause in whole, or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon termination for convenience by the City, the provisions of Paragraphs 13, 38, 41, and 43 herein shall apply to the extent applicable.

**45. Contractor’s Duties upon Termination.**

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

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

(ii) The completed or partially completed plans, drawings, information, and other property, which, if the contract had been completed, would have been required to be furnished to the City.

(g) Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in (f), above; provided, however, that the City:

(i) Shall not be required to extend credit to any purchaser, and

(ii) May acquire any such property under the conditions prescribed by and at a price or prices approved by the City; provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this agreement or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the City may direct;

(h) Complete performance of such part of the work as shall not have been terminated by the Notices of Termination; and

(i) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor, and in which the City has or may acquire an interest.

#### **46. Termination-Claims.**

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

#### **47. Settlement of Claims.**

Subject to the provisions of Paragraph 48, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work, which amount or amounts may include a reasonable allowance for profit on work done; provided, however, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph 50 prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work shall be deemed to limit, restrict, or otherwise determine or affect the amount which may be agreed upon to be paid to the Contractor.

#### **48. Payment of Claims.**

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

(a) For completed work, services, or materials accepted by the City (or sold or acquired as provided above) and not previously paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price specified in the contract, appropriately adjusted for any saving of freight of other charges;

(b) The total of:

(1) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies/materials paid or to be paid for under Subparagraph (a) hereof;

(2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable above).

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

#### **49. Set-Offs from Payment.**

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

(a) all unliquidated advance or other payments on account heretofore made to the Contractor, applicable to the terminated portion of this agreement;

(b) any claim which the City may have against the contract in connection with this contract; and

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

#### **50. Partial Termination.**

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

#### **51. Partial Price.**

The City may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this agreement whenever in the opinion of the City the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due such excess shall be payable by the Contractor to the City upon demand, together with interest computed at the rate of seven (7) percent per annum for the period from the date such excess payment is received

by the Contractor to the date on which such excess is repaid to the City; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the City by reason of the circumstances.

## **52. Records Inspection.**

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

## **53. Compliance**

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

- (a) Contractor agrees that any payments made by it to any subcontractor, agent or representative in performance of the obligations hereunder shall fully comply with the terms and requirements of the Federal enacted Davis-Bacon Act as applicable.
- (b) Contractor agrees to comply with Federal Buy America regulations as applicable.
- (c) Contractor agrees to comply with Department of Transportation Seismic Safety Regulations as applicable.
- (d) Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as applicable.
- (e) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act.
- (f) Contractor agrees to comply with all applicable standards, orders or regulations related to lobbying, including the Byrd Anti-Lobbying Amendment. The undersigned Contractor certifies, to the best of his or her knowledge and belief that:
  - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure

Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (g) Contractor agrees to comply with all applicable standards, orders or regulations related to access to records and reports under state and federal law.
- (h) Contractor agrees to comply with all applicable standards, orders or regulations related to Federal Changes.
- (i) Contractor agrees to comply with all applicable standards, orders or regulations related to bonding requirements.
- (j) Contractor agrees to comply with all applicable standards, orders or regulations related to the Clean Air Act.
- (k) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligation or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the underlying contract.
- (l) Contractor agrees to comply with all applicable standards, orders or regulations related to Program Fraud and False or Fraudulent Statements and Related Acts.
- (m) Contractor agrees to comply with all applicable standards, orders or regulations related to Civil Rights, including Nondiscrimination, Equal Employment Opportunity, Race, Color, Creed, National Origin, Sex, Age or Disabilities.
- (n) Contractor agrees to comply with all applicable standards, orders or regulations related to Disadvantaged Business Enterprise.

#### **54. Insurance.**

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

- (a) Name and address of authorized agent
- (b) Name and address of insured
- (c) Name of insurance company(ies)
- (d) Description of policies
- (e) Policy Number(s)
- (f) Policy Period(s)
- (g) Limits of liability
- (h) Name and address of City as certificate holder
- (i) Project Name and Number
- (j) Signature of authorized agent
- (k) Telephone number of authorized agent
- (l) Mandatory thirty day notice of cancellation or non-renewal

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

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

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

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



State of Georgia statutory limits required:

- (i) \$1,000,000.00;
  - (ii) \$1,000,000.00 each accident;
  - (iii) \$1,000,000.00 disease policy limit; and
  - (iv) \$1,000,000.00 disease each employee.
- (b) The Contractor shall provide Commercial General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:
- (i) Premises and Operations \$ 1,000,000.00 per Occurrence;
  - (ii) Products and Completed Operations \$ 1,000,000.00 per Occurrence;
  - (iii) Personal Injury \$ 1,000,000.00 per Occurrence;
  - (iv) Contractual \$ 1,000,000.00 per Occurrence; and
  - (v) General Aggregate \$ 2,000,000.00.
- (c) The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limit Bodily Injury, Property Damage for each occurrence.

**55. Georgia Security and Immigration Compliance Act Requirements.**

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

**56. Dispute Resolution.**

- (a) If a dispute arises out of or relates to this Contract or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who have the authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, they shall refer the dispute to the City Manager who shall have the authority to settle the dispute. If the dispute is not settled by the City Manager, the parties may submit the dispute to mediation.
- (b) If the dispute cannot be settled pursuant to Section (a) above, the parties may elect to submit the dispute to mediation. The parties agree to conclude such mediation within sixty days of electing mediation. The parties shall select a mutually agreeable mediator and shall share the cost of the mediator equally. Either party may terminate the mediation at any time after the first session, but the decision to terminate shall be communicated in writing directly by the party's representative to the other party's representative and the mediator.

- (c) No litigation may be commenced without first following the process in this Section. Litigation may be filed in the Superior Court of Cobb County, Georgia, after the filing party provides thirty days written notice to the opposing party. The parties hereby agree that the Superior Court of Cobb County, Georgia shall have exclusive jurisdiction and venue in all matters concerning this contract.
- (d) Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

ATTEST:

CITY OF KENNESAW, GEORGIA

\_\_\_\_\_  
Lea Addington, City Clerk

\_\_\_\_\_  
Derek Easterling, Mayor  
City of Kennesaw

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Seal)

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Notary Public  
Commission Expires:

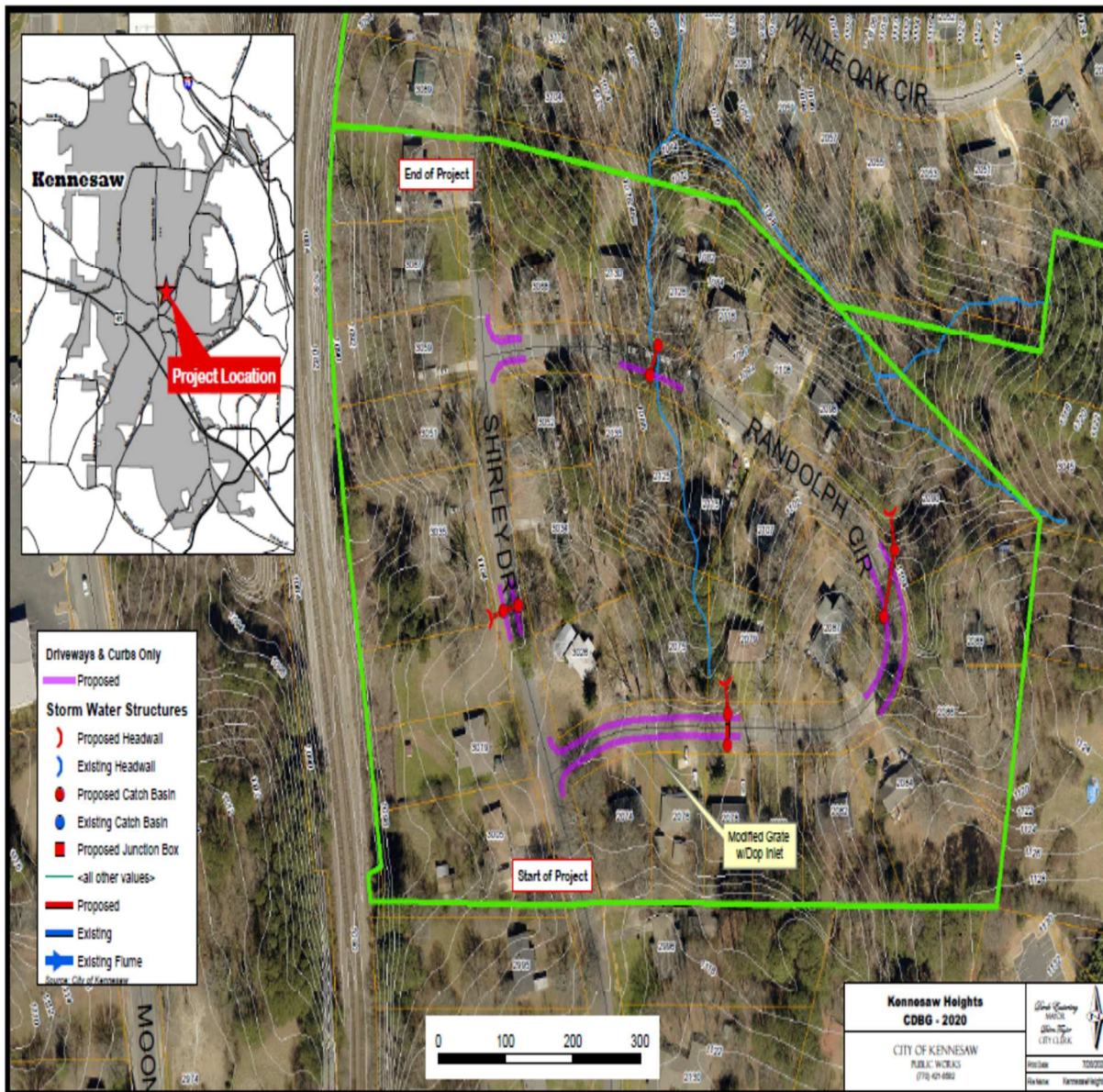
EXHIBIT "A"  
SPECIAL STIPULATIONS

1. GENERAL

- 1.1 It is the intention of this specification to establish and define the work to be performed and, in addition, to determine the capability and experience of the contractor desiring to provide such services.
- 1.2 The project includes furnishing all labor, material, equipment for construction and related improvements as stated in the Scope of Work for subject project.

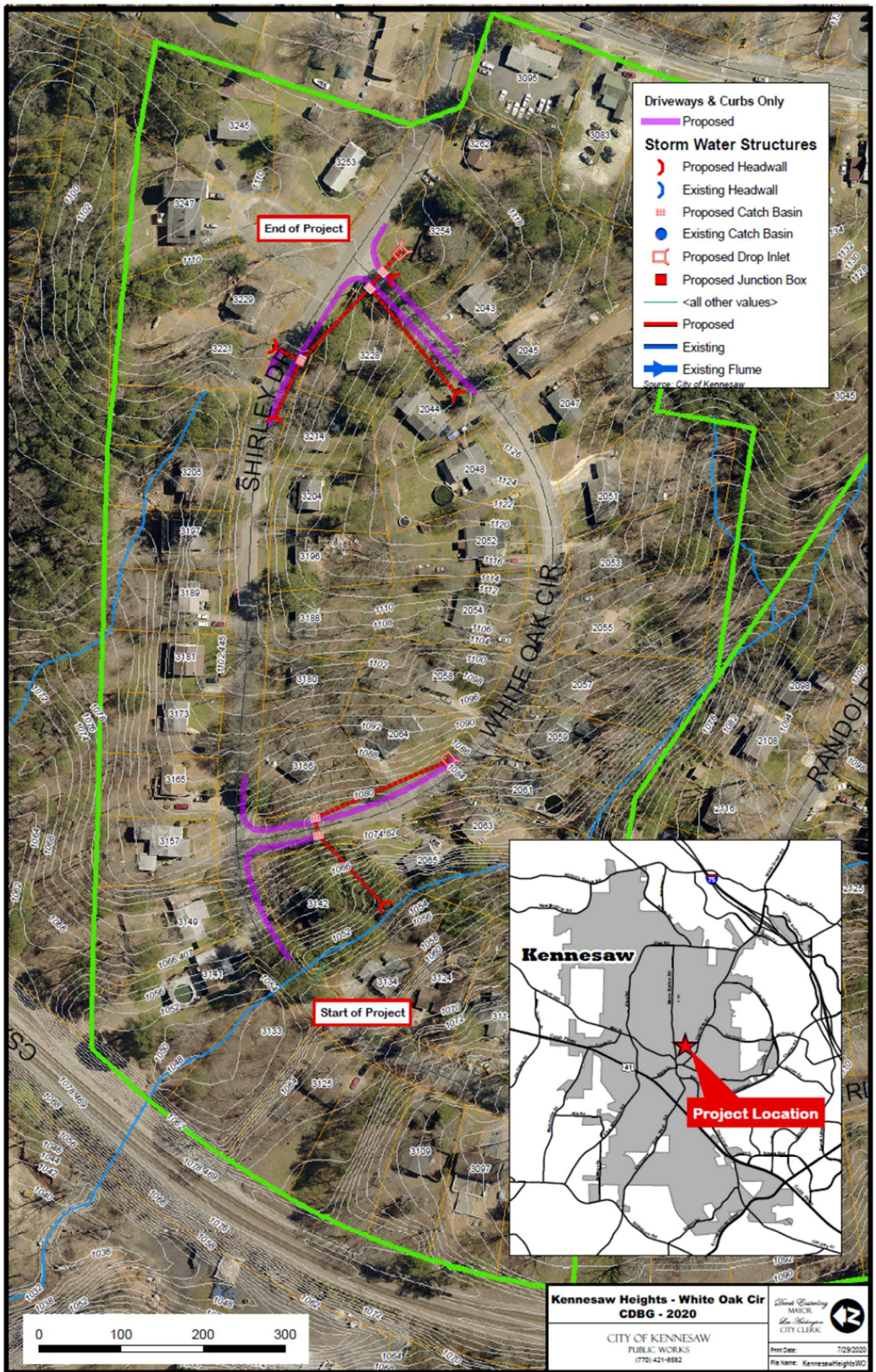
2. SCOPE OF WORK

- 2.1 The project includes construction of various locations of pipe installation, removal of gaining curb and gutter, installation of new curb and gutter , removal of existing catch basins, and installation of new catch basins, minor asphalt work and restoration of slope with rip rap stones.
- 2.2 The contractor shall be responsible for all excavation, sub-grade compaction, forming, pouring and finishing the concrete, and cleaning up the site including installing necessary topsoil and grassing to restore the disturbed area to its original condition.
- 2.3 All major utilities: electric, water, communications, gas and sewer are present within the project corridor. Contractor will be responsible for coordinating and obtaining the necessary approvals and permits associated with this project.
- 2.4 This is a Lump Sum Bid; quantities shown on the Unit Price Sheet are approximate only. The Bidder is solely responsible for determining all quantities, means and methods for the work. The contract sum will only increase or decrease by a change in the project scope and change order approved by the City prior to the work being done.









3. The contract price for such materials and construction services shall not exceed the amount of \$299,712.25.
4. Pursuant to Paragraph 16 of this Agreement, the Contractor shall provide copies of its proposal and all drawings and specifications submitted during the bidding process. Each such document and the location of the original is listed as follows:
  - 1) Description of Specifications
  - 2) Proposal and Contract
  - 3) Bid quotation
  - 4) E-Verify Forms for All Contracts
  - 5) \_\_\_\_\_
  - 6) \_\_\_\_\_
  - 7) \_\_\_\_\_
  - 8) \_\_\_\_\_
  - 9) \_\_\_\_\_
  - 10) \_\_\_\_\_
5. Pursuant to Paragraphs 23, 24 and 25 of this Agreement, the Contractor agrees to remedy promptly, and without cost to the City, any defective materials or workmanship which appear within two (2) years of the date of completion of the services outlined in this Agreement.
6. Pursuant to Paragraph 15 of this Agreement, the Contractor agrees to pay liquidated damages in the amount of \$250.00 per day for each day the Contractor fails to complete its duties and obligations under this Agreement beyond the time period set forth within.



## **PRIME CONTRACTOR'S WORK AUTHORIZATION CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Basic Pilot User Identification Number  
(if applicable)

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

With express authority on behalf of:

\_\_\_\_\_  
Printed Name of Prime Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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

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

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

\_\_\_\_\_  
EEV/Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

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

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

## SUBMITTAL REQUIREMENTS

### Specific Requirements

#### **Georgia Security and Immigration Compliance Act**

##### Complete Section I. Contractor Affidavit

Contractor agrees to comply with all of the contractor requirements of the:

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

- A. Contractor Agreement to Verify the Work Eligibility of its New Hires through the U. S. Department of Homeland Security’s “Employment Eligibility Verification(EEV)/Basic Pilot Program.”
  - **Contractor** agrees to verify the work eligibility of all of **Contractor’s** newly hired employees through the U. S. Department of Homeland Security’s **Employment Eligibility Verification(EEV)/Basic Pilot Program**, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-02 of the Rules and Regulations of the State of Georgia.
- B. Contracts Affected by the “Georgia Security and Immigration Compliance Act.”
  - **Contractor** agrees that the contractor and subcontractor requirements of the “Georgia Security and Immigration Compliance Act of 2006” apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.
- C. Contractor’s Agreement to Require “Georgia Security Immigration Compliance Act” Compliance of its Subcontractors connected with this Contract.
  1. **Contractor** agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by **Contractor** to provide services connected with this contract, as required pursuant to O.C.G.A. 13-10-91.
  2. **Contractor** agrees to obtain from any subcontractor that is employed by **Contractor** to provide services connected with this contract, the subcontractor’s indication of the employee-number category applicable to the subcontractor.
  3. **Contractor** agrees to secure from any subcontractor engaged to perform services under this Contract an executed “Subcontractor Affidavit,” as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

4. **Contractor** agrees to maintain all records of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1 of the Rules and Regulations of the State of Georgia.
5. **Contractor** must have and maintain telephone, fax and email contacts for all subcontractors.

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

# **City Bid Log/Results**

**Project:** CDBG – Kennesaw Heights RFB

**Deadline:** August 5, 2020

<b>Date Rec'd.</b>	<b>Time</b>	<b>Company</b>	<b>Bid Amounts (to be filled out by Clerk at opening)</b>	<b>Awarded Bid</b>	<b>Comments</b>
08/05/20	11:05 AM	A1 Contracting 138 Moose Loop Road Canton, GA 30114	\$333,541.00		Attended MPB
08/05/20	11:15 AM	Sol Construction, LLC 4120 Presidential Parkway Suite 115 Atlanta, GA 30340	\$368,040.00		Attended MPB
08/05/20	11:25 AM	Multiplex, LLC 3505 Koger Blvd Suite 210 Duluth, GA 30096	\$269,099.70		Attended MPB
08/05/20	12:43 PM	DAF Concrete Inc. 9160 Turner Road Jonesboro, GA 30236	\$149,232.00		Attended MPB
08/05/20	2:05 PM	Butch Thompson Enterprises, Inc 910 Industrial Blvd N Dallas, GA 30132	\$299,712.25		Attended MPB
08/05/20	2:24 PM	J.G. Leone Enterprises, Inc P.O. Box 4698 Canton, GA 30114	\$540,965.00		Attended MPB
08/05/20	2:30 PM	Site Engineering, Inc. 7025 Best Friend Road Atlanta, GA 30340	\$593,054.00		Attended MPB
08/05/20	2:45 PM	Integrated Sitework, LLC P.O. Box 2014, Calhoun, GA 30703	\$338,915.75		Attended MPB

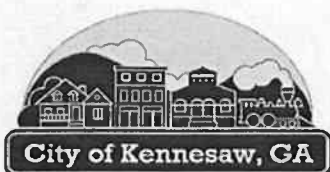


**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

<b>Title of Item:</b>	Consideration for approval of a Wine Manufacturer license for Dry County Brewing LLC d/b/a Dry County Brewing located at 1500 Lockhart Drive, Kennesaw, GA 30144. Applicant: Robert Sinclair III.
<b>Agenda Comments:</b>	The applicant has completed the required alcohol workshop per Sec. 6-69. Signs have been posted and it has been properly advertised per Sec. 6-36. Current application and background check results are on file. Finance Director recommends approval.
<b>Funding Line(s)</b>	100.0000.32.1100 Application Fee \$350.00

**ATTACHMENTS:**

Description	Upload Date	Type
Dry County Application	9/22/2020	Backup Material
09-25-20 Legal Ad	9/25/2020	Legal Ad
09-29-20 Legal Ad	9/29/2020	Legal Ad



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

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

**License Application:**  
Alcoholic Beverage

## APPLICATION

### Applying For (Check All That Apply):

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

### License Type (Choose one):

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

### Type of Establishment (Choose one):

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

☒ Manufacturer

### Business Type (Choose one):

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

### Please fill out the below information:

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

Dry County Brewing LLC

Dry County Brewing

12-1-2020

2. Business location:

1500 Lockhart Dr NW

Email address:

Trey@DryCountyBrewCo.com

Phone Number:

678-910-0113

Mailing address:

1500 Lockhart Dr NW

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

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

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

**Package Sales have additional distance limitations as follows:**

**Package Sales Only (Liquor):**

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

**Package Sales Only (Beer or Wine):**

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

\* Must accept GA Pre-K or HOPE Scholarship Monies

\* Must follow a prescribed state curriculum

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

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

Number of pool tables:

Number of video game machines:

Size of dance floor:

Amount of cover charge:

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

0  
1 - Golden Tee  
N/A  
N/A  
N/A

**5. How many square feet are the following:**

a. Dining area:

b. Bar area:

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

—  
1500 sqft  
100%.

Is this location new construction or pre-existing? Pre-existing

How is the proposed location zoned? Industrial LIGHT INDUSTRIAL

=====

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

Zoning verified by City of Kennesaw Zoning Division staff member [Signature]

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

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

=====

**If Partnership or LLP:**

6. Partnership of LLP Name: \_\_\_\_\_

Partner/Member: _____	Social Security #: _____
Position: _____	Date of Birth: _____
Email Address: _____	% of Ownership: _____
Phone Number: _____	
Home Address: _____	City: _____
	State: _____
	ZIP: _____

Partner/Member: _____	Social Security #: _____
Position: _____	Date of Birth: _____
Email Address: _____	% of Ownership: _____
Phone Number: _____	
Home Address: _____	City: _____
	State: _____
	ZIP: _____

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



**If Corporation or LLC:**

7. Corporation or LLC Name: Dry County Brewing

President/Member: Robert R. Sinclair III

Email Address: Trey@DryCountyBrewco.com

Phone Number: 628-910-0113

Social Security #: [REDACTED]

Date of Birth: [REDACTED] -88

% of Ownership: 100%

Home Address: 2585 Willow Grove Rd

City: Acworth

State: GA

ZIP: 30101

VP/Member: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Secretary/Member: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Treasurer/Member: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

% of Ownership: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

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

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

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

Corporate Name	Business Name	% Owned
N/A	N/A	N/A

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

Name	Position	SSN	Home Address	% Owned
N/A	N/A	N/A	N/A	N/A

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

Licensee/Owner Name	Business Name	Address
N/A	N/A	N/A

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

Name/Relationship	Home Address	Business Name/Address
N/A	N/A	N/A

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

Property Owner: Diehl & Diehl Enterprises  
Address: PO Box 310 Tiger GA 30576

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

\$ [REDACTED]


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

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

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

Name of Lender	Address	Amount	Date	Interest Rate
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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

Name	Address	Compensation
<u>Trey Sinclair</u>	<u>2585 Willow Grove RD</u>	

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

Name	Address
<u>Nichols, Cavley, Assoc.</u>	<u>1825 Barrett Lakes Blvd, Kennesaw GA 30144</u>

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

If yes, give full details.

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

Arrested	___ Yes	<u>X</u> No	Convicted	___ Yes	<u>X</u> No
Detained	___ Yes	<u>X</u> No	Indicted	___ Yes	<u>X</u> No
Pled Guilty	___ Yes	<u>X</u> No	Pled Nolo Contender	___ Yes	<u>X</u> No
On Probation	___ Yes	<u>X</u> No	Any Pending Criminal Charge	___ Yes	<u>X</u> No

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

N/A

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

N/A

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

All employees undergo sensitive training and in-house alcohol training.

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

All employees are provided printed training materials.

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

Yes ☒ No ☐

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

Yes ☒ No ☐

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

Every Single Person is required to show a valid ID at time of purchase.

26. What technology, equipment and products have been or will be implemented in the location to ensure compliance with the City of Kennesaw, Cobb County and State Law? Examples include cash registers that require the date of birth to be entered, cameras, signs and calendars). Describe below:

Calendar showing legal drinking age DOB.

27. Estimated gross receipts from this location for the remaining calendar year: \$ [REDACTED]

28. List occupations for the past ten years. Include dates of employment and positions.

From/To Month/Year	Company	City	State	Position/Salary
<u>2016-Present</u>	<u>Dry County</u>	<u>Kennesaw</u>	<u>GA</u>	<u>President</u>
<u>2010-Present</u>	<u>Kimberly Clark</u>	<u>Roswell</u>	<u>GA</u>	<u>Finance Manager</u>

29. List previous residences of the licensee for the past ten years.

From/To Month/Year	Address	City	State
<u>2015-2019</u>	<u>3694 Frey Lake Rd</u>	<u>Kennesaw</u>	<u>GA</u>
<u>2010-2015</u>	<u>906 Dooney Drive</u>	<u>Woodstock</u>	<u>GA</u>

KENNESAW, GEORGIA  
COBB COUNTY

I, Robert Paul Sinclair III being duly sworn according to law,  
do swear that the facts and things stated by me in the above and foregoing answers to questions are  
true and no false or fraudulent statement is made herein and such answers were made in order to  
procure the granting of such a license.

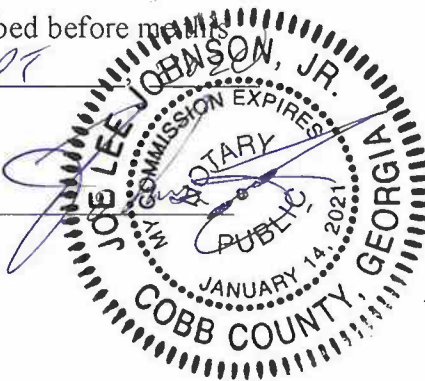
I have received a copy of the City of Kennesaw Alcoholic Beverage Code and I am aware that all  
licenses must be obtained and fees paid no later than two weeks from the date of approval of this  
application by the Mayor and Council.

[Signature]  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse of Applicant

Sworn to and subscribed before me this  
8 day of Sept

[Signature]  
Notary Public



\_\_\_\_\_  
Signature and title of person other than  
applicant filing out this application

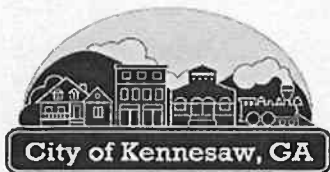
\_\_\_\_\_  
Phone Number

Application received in Business License Office:  
Date: 09/08/20  
Received By: Derek Cox

Application to be heard by Mayor & Council  
Date & Time: 10/05/20

**A REPRESENTATIVE MUST BE PRESENT AT THE MAYOR & COUNCIL MEETING**





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

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

**License Application:**  
Alcoholic Beverage

## OWNER/LICENSEE PERSONAL STATEMENT INFORMATION

1. Full name of licensee (No initials): ROBERT PAUL SINCLAIR III  
(Include maiden names and alias names if any)

2. Phone Numbers:  
a. Business: 678-910-0113  
b. Cell: [REDACTED]  
c. Home: N/A

3. Home Address: 2585 WILLOW GROVE RD  
4. Business Address: 1500 LOCKHART DRIVE NW

Attach 2x2 Picture Photo  
Here

5. Please fill out the following:

Age: 32 Sex: M Height: 5F8 Color of Hair: BROWN  
Race: CAUCASIAN Weight: 150 Color of Eyes: GREEN

6. Social Security #: [REDACTED]

7. Place of Birth: MARIETTA, GA Date of Birth: [REDACTED]-1988

U.S. Citizen: YES ☒ By Birth ☐ Naturalized

If a naturalized citizen, provide certificate #: [REDACTED]

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: \_\_\_\_\_

and submit copy of I-551 card

Derived Parents Certificate #'s: \_\_\_\_\_

Date & Port of Entry: \_\_\_\_\_

8. How long have you resided in the City of Kennesaw or Cobb County? FIVE YEARS

9. Number of years at this present address? TWO YEARS

10. Are you (Choose one): ☒ Single ☐ Married ☐ Widowed ☐ Divorced

11. If married, complete the following information on spouse.

Full Name of Spouse: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Place of Birth: \_\_\_\_\_

Place of Marriage: \_\_\_\_\_

Spouse's Maiden Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Date of Marriage: \_\_\_\_\_

Name of spouse's employer: \_\_\_\_\_

Address of employer: \_\_\_\_\_

U.S. Citizen: \_\_\_\_\_ ☐ By Birth ☐ Naturalized

If a naturalized citizen, provide certificate #: 123,456

and submit original naturalization certificate or U. S. Passport

If a legal permanent resident, provide alien registration #: \_\_\_\_\_

and submit copy of I-551 card

Derived Parents Certificate #'s: \_\_\_\_\_

Date & Port of Entry: 02/01/00

12. Give names and addresses of all children and stepchildren (regardless of age).

Full Name	Address	Age	Birth Place
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Give names and addresses of all immediate living relatives.

	Full Name	Address
Parents:	ROBERT SINCLAIR JR	123 SHILOH RIDGE TRAIL, CANTON, GA 30115
	CINDY SINCLAIR	123 SHILOH RIDGE TRAIL, CANTON, GA 30115
Siblings:	SARAH KING	331 GARDENS OF HARMONY DR, CANTON, GA 30115
In-Laws:	<u>02/01/00</u>	<u>123,456</u>
	<u>123,456</u>	<u>123,456</u>

14. Do you or your spouse have financial interest in any bar, lounge, tavern, restaurant, or other place of business where alcoholic beverage are sold and consumed on the premises? If yes, give details:

NO

15. Are you or your spouse related to anyone who has ownership or is employed by any wholesale or retail alcoholic beverage business? If so, give name, relationship to licensee or licensee's spouse, business name and the amount of interest, and/or type of employment in each.

NO



16. Education: List name of schools attended, address, dates of attendance and degrees earned.

M/YR	to	M/YR	School	Address	City	State	Degree
2007		2010	UNIVERSITY OF GA		ATHENS	GA	FINANCE



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

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

**License Application:**  
Alcoholic Beverage

## OWNER/LICENSEE PERSONAL FINANCIAL STATEMENT

Name: ROBERT P SINCLAIR III  
Social Security #: [REDACTED]  
Residence Address: 2585 WILLOW GROVE RD  
City/State/Zip: ACWORTH, GA 30101  
Residence Phone: 678-910-0113

Date of Birth: [REDACTED] 1988  
Name of Spouse: N/A  
Business/Organization: DRY COUNTY BREWING CO  
Business Phone: 678-910-0113  
Partner/Officer in any other business? ☐ Yes ☐ No

### Assets

Cash on hand in banks  
Accounts Receivable  
Stocks & Bonds  
Real Estate  
Cash value of Life Insurance  
Automobiles  
Deposit Accounts  
Credit w/ Financial Institutions  
Other Assets (Itemize)

**Total Assets**

### Liabilities

Notes payable to banks - Secured  
Notes payable to banks - Unsecured  
Accounts Payable  
Unpaid Taxes  
Mortgage on Real Estate  
Other Debts (itemize)  
Total Liabilities  
Net Worth

**Total Liabilities & Net Worth**

Source of Annual Income DRY COUNTY BREW CO  
Bonus & Commissions [REDACTED]  
Alimony, Child Support, or Separate Income  
Itemize all loan sources & Interest  
Other Income (Itemize)  
**Total Income**

Salary [REDACTED]  
Dividends [REDACTED]

Unsatisfied judgments or lawsuits pending?

☐ Yes ☒ No

Are any income tax returns made by you for prior years being contested?

☐ Yes ☒ No

If so, what do you estimate as the additional amount you may be required to pay?

Are any assets pledged or joint names other than as described above?

☐ Yes ☒ No

Have you ever been declared bankrupt?

☐ Yes ☒ No

Do you have a will?

Beneficiary: \_\_\_\_\_

☐ Yes ☒ No

Who is named as your executor?

Executor: \_\_\_\_\_

As of SEPTEMBER 20 20



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

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

License Application:  
Alcoholic Beverage

## BUSINESS LICENSE CONSENT FORM

Please choose one: ☒ NEW ☐ RENEWAL

I ROBERT SINCLAIR, HEREBY AUTHORIZE THE CITY OF KENNESAW POLICE DEPARTMENT TO RECEIVE ANY CRIMINAL HISTORY RECORD AND/OR DRIVER'S HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY IN THE STATE OF GEORGIA FOR THE PURPOSE :

- ☒ Alcohol License ☐ Massage Therapist License  
☐ Bail Bond License ☐ Pawn Shop License  
☐ Taxi Cab License ☐ Precious Metal

DRY COUNTY BREWING COMPANY

1500 LOCKHART DRIVE

NAME OF ESTABLISHMENT

LOCATION

ROBERT PAUL SINCLAIR III

FULL NAME (PLEASE PRINT)

2585 WILLOW GROVE RD, ACWORTH, GA 30101

ADDRESS

678-910-0113

TELEPHONE NUMBER

M

SEX

W

RACE

1988

DOB

SOCIAL SECURITY NO.

[Signature]  
SIGNATURE OF APPLICANT

9-8-2020  
DATE

[Signature]  
NOTARY

\*ALCOHOL LICENSE APPLICANTS: TO BE COMPLETED BY THE LICENSEE, OWNERS AND SPOUSES, PARTNERS AND SPOUSES, AND STOCKHOLDERS WITH 20% OR MORE INTEREST AND THEIR SPOUSES.

Official Use Only:

GCIC Operator number: cm Business License Clerk: Deah LA

Approved: AJH Denied: \_\_\_\_\_

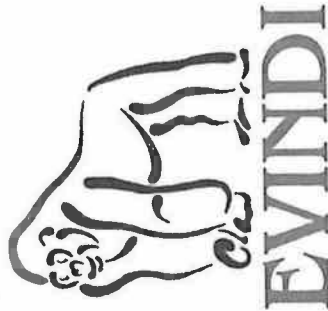
Reviewed by Police Chief/Deputy Chief or Designee: Lt. A. Hainline



# CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Sinclair, Robert  
Dry County Brewing Company  
1500 Lockhart Drive  
Kennesaw, GA 30144



**INCORPORATED**

For satisfactory completion of Evindi, Inc.'s

**Responsible Alcohol Sales & Service Workshop (3 hrs.)**

Michele L. Stumpe, President of Evindi, Inc.

Feb. 3, 2016

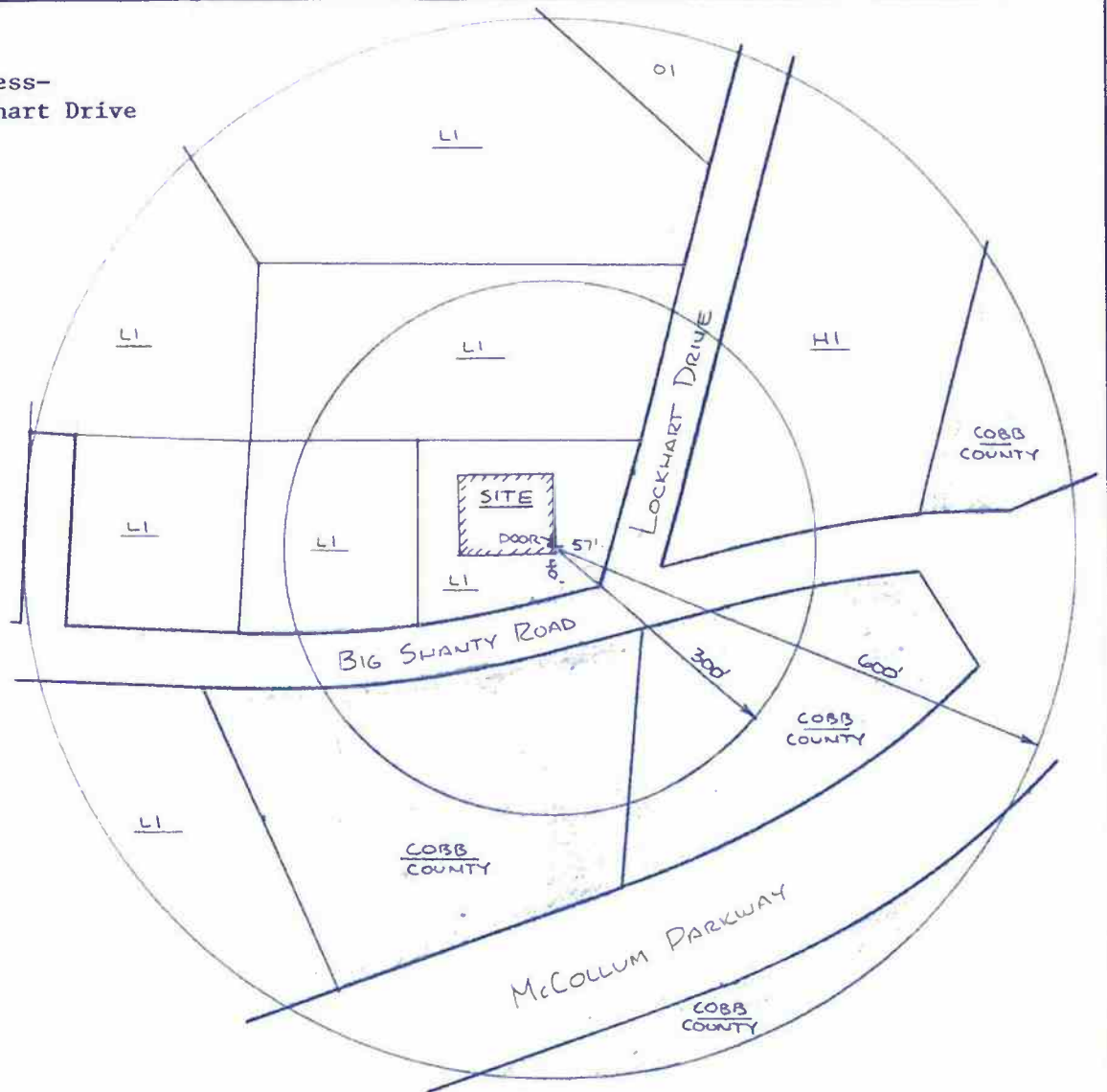
Date

This workshop has been approved to satisfy the following alcohol ordinance requirements:  
Cobb County; City of Kennesaw; City of Roswell; Cherokee County; City of Powder Springs;  
Douglas County; City of Holly Springs; City of Sandy Springs; City of Johns Creek; Forsyth  
County, City of Smyrna, Fayette County Rockdale County and Spalding County

Certificate to be posted in conspicuous location at licensed premises.

MAGNETIC

Site Address-  
1500 Lockhart Drive



The following distances were measured according to City of Kennesaw code:  
 CHURCH- 3100' to St Catherine of Siena Catholic Church, @ 1618 Ben King Road.  
 SCHOOL- 4000' to Big Shanty Elementary School, @ 1575 Ben King Road.  
 PARK- 6500' to Adams Park, @ 2753 Watts Drive.  
 LIBRARY- 6500' to Kennesaw Library, @ 2259 Lewis Street.  
 RESIDENCE- 1300' to 1601 Vinebrook Terrace.  
 There are no alcohol treatment centers within 600' of this site.

City of Kennesaw Alcoholic Beverage License (Brewery) Survey for:  
 DRY COUNTY BREWING CO.

*[Handwritten signature]*

*[Circular surveyor's seal]*

DATE: 1-14-2016	SCALE: 1" = 200'	0 100 200 400 GRAPHIC SCALE IN FEET
DRAWN BY: GD		
LAND LOT 136	20 <sup>th</sup> DISTRICT	24 <sup>th</sup> SECTION
COBB	COUNTY	GEORGIA
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PH (404)255-4671 FAX (404)255-6607 WWW.GLSURVEY.COM		195728



# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**Dry County Brewing Company LLC.**

**a Domestic Limited Liability Company**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	: 12461513
Date Inc/Auth/Filed	: 01/01/2015
Jurisdiction	: Georgia
Print Date	: 1/17/2016
Form Number	: 211



A handwritten signature in black ink, appearing to read "B: P. Kemp".

Brian P. Kemp  
Secretary of State

**Keely Shaye Smith** is 57. Actor **Maria Doyle Kennedy** is 56. Basketball Hall of Famer **Scottie Pippen** is 55. Actor **Jason Flemyng** is 54. Actor **Will Smith** is 52. Actor **Hal Sparks** is 51. Actor **Catherine Zeta-Jones** is 51. Actor **Bridgette Wilson-Sampras** is 47. Actor **Clea DuVall** is 43.



## GEORGIA LOTTERY

Thursday,  
Sept. 24, 2020

Wednesday,  
Sept. 23, 2020

Midday Cash 3: 9-5-7

Evening Cash 3: 4-4-7

Midday Cash 4: 1-1-6-8

Evening Cash 4: 3-7-7-5

Midday Georgia FIVE: 0-6-7-4-0

Evening Georgia FIVE: 7-6-9-5-7

Night Cash 3: 9-9-5

Night Cash 4: 8-4-0-1

Fantasy 5: 02-35-36-39-42

Powerball: 08-17-49-52-

59 (01)

\*Unofficial. Matching numbers should be confirmed with the appropriate lottery agency.

## MARIETTA DAILY JOURNAL

The Marietta Daily Journal (USPS 3292-40) publishes Tuesday through Saturday morning at 47 Waddell St., Marietta GA 30060. Published by Times Journal Inc. Periodical postage paid at Marietta, GA 30060. Postmaster: Send address changes to Marietta Daily Journal circulation dept., P.O. Box 449, Marietta, GA 30061.

### SUBSCRIPTION RATES:

PERIOD	CARRIER/US MAIL
1 month:	\$22.69/\$28.50
3 months:	\$64.93/\$76.19
6 months:	\$123.53/\$145.75
1 year:	\$234.38/\$278.25

\*Carrier rates include a 5-cent-a-day production charge.

### CONTACT US

Main number: 770-428-9411

Retail/Obits fax: 770-428-8431

Subscriber services: 770-795-5000

After hours: 770-428-0657

Vacation stops or starts; circulation needs

Associate Publisher	Wade Stephens	wstephens@mdjonline.com	ext. 4500
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Features Editor	Katy Ruth Camp	krcamp@mdjonline.com	ext. 4222
Copy Desk Chief	Phillip Clements	pclements@mdjonline.com	ext. 4237
Circulation Director	Dave Gossett	dgossett@mdjonline.com	ext. 4406

If you have not received your Marietta Daily Journal by 6:30 a.m. Tuesday through Friday, or by 7:30 a.m. on Saturday, or if you encounter any other service problem, we would like to hear from you. Our circulation service center is open Tuesday through Friday from 7 to 10 a.m., and on Saturday from 8 to 10 a.m. Closed Sunday.

### Saturday, Aug. 22

#### Marietta

♦ **Kiara Diaz** of Raleigh, North Carolina, trafficking more than 28 grams.

♦ **Willie Frank Daniel** of Marietta, possession of methamphetamine; possession; and possession of less than 1 ounce of marijuana.

#### Powder Springs

♦ **Kevin Holgate** of Powder Springs, DUI — less safe combined; traffic control device; obstruction/hindering law enforcement; and driving — fleeing/attempting to elude.

♦ **Bradley Ray Roberson** of Powder Springs, battery — family violence; cruelty to children — third degree; and aggravated assault — strangulation felony.

#### Sheriff's Office

♦ **Dequan Gilmore** of Rock Hill, South Carolina, fugitive.

#### Smyrna

♦ **Gregory Lamar Tatum** of Smyrna, aggravated assault article; battery — family violence; and four counts of cruelty to children — third degree.

### Sunday, Aug. 23

#### Cobb County

♦ **Adonis Quinntat Perkins** of Marietta, theft by taking — less than \$1,500; and obstruction felony.

♦ **Tyrell Grant** of Marietta, intent to distribute marijuana

possession of methamphetamine; and giving false name/date of birth.

♦ **Antonio Huggins** of Austell, aggravated assault weapon; possession of firearm during the commission of a crime; and TPO/violation of civil family violence order.

♦ **Nathaniel Alonzo Major** of Marietta, DUI — alcohol; aggravated assault weapon; and simple battery harm.

♦ **Johnathan Foley** of Boiling Springs, South Carolina, theft by shoplifting — greater than \$500; obstruction/hindering law enforcement; possession of cocaine; and possession of methamphetamine.

♦ **Yuriy Yevchev** of Boiling Springs, South Carolina, theft by shoplifting — greater than \$500; possession of tools; criminal trespass damage; possession of cocaine; and crossing guardlines, inmate possession of controlled substance, weapons or marijuana.

♦ **Anesha Thomas** of Burlington, North Carolina, theft by shoplifting — greater than \$500; and possession of tools.

♦ **Angela Gordon** of Austell, aggravated assault weapon.

#### Georgia Bureau of Investigation

♦ **Dominique L. Johnson** of Powder Springs, aggravated assault officer article; and possession of firearm during the commission of a crime.

www.ecobsecurity.com

I have made application with the City of Kennesaw at the business license office for a Manufacturer License for: **Dry County Brewing, LLC** located at 1500 Lockhart Drive, Kennesaw, GA 30144.

The Mayor and City Council will hear said request on **October 05, 2020** at 6:30 p.m. at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

**Robert Sinclair III**  
Licensee

**Dry County Brewing**  
Name of Establishment

### APPLICATION FOR PRIVILEGE LICENSE

I have made application at the Business License Office of the City of Smyrna, Georgia for Wiseash 2, LLC dba Wiseash Cigars, 2417 Cobb Parkway, Smyrna, GA, requesting a privilege license for the sale of beer, wine, and liquor (retail pouring). This application will be heard before the Mayor and Council for the City of Smyrna at the Community Center, 200 Village Green Cir SE, Smyrna, Georgia on 10/5/2020 at 7:00 p.m. All concerned persons are hereby notified.

**Brian Boulware**  
Licensee

**Wiseash 2, LLC**  
d/b/a Wiseash Cigars  
2417 Cobb Parkway  
Smyrna, Georgia 30080

### APPLICATION FOR PRIVILEGE LICENSE

I have made application at the Business License Office of the City of Smyrna, Georgia for Village Bourbon & Cigar, LLC dba Village Bourbon & Cigar, 1295 W Spring Street SE, Suite 130, Smyrna, GA, requesting a privilege license for the sale of beer, wine, and liquor (retail pouring). This application will be heard before the Mayor and Council for the City of Smyrna at the Community Center, 200 Village Green Cir SE, Smyrna, Georgia on 10/5/2020 at 7:00 p.m. All concerned persons are hereby notified.

**Anthony F. Alvarez**  
Licensee

**Village Bourbon & Cigar, LLC**  
d/b/a Village Bourbon & Cigar  
1295 W Spring St SE, Suite 130  
Smyrna, Georgia 30080



is 81. Former Sen. **Bill Nelson**, D-Fla., is 78. Actor **Ian McShane** is 78. Jazz musician **Jean-Luc Ponty** is 78. Nobel Peace laureate **Lech Walesa** is 77. Television-film composer **Mike Post** is 76. Actor **Patricia Hodge** is 74. TV personality **Bryant Gumbel** is 72. Rock singer-musician **Mark Farner** is 72. Rock singer-musician **Mike Pinera** is 72. Country singer **Alvin Crow** is 70. Actor **Drake Hogestyn** is 67. Olympic gold medal runner **Sebastian Coe** is 64. Singer **Suzzy Roche** (The Roches) is 64. Comedian-actor **Andrew "Dice" Clay** is 63. Rock singer **John Payne** (Asia) is 62.



## GEORGIA LOTTERY

**Monday,  
Sept. 28, 2020**

**Sunday,  
Sept. 27, 2020**

**Midday Cash 3:** 0-8-3

**Evening Cash 3:** 4-7-2

**Midday Cash 4:** 1-0-5-8

**Evening Cash 4:** 0-7-2-3

**Midday Georgia FIVE:** 6-0-2-2-3

**Evening Georgia FIVE:** 6-5-3-0-4

**Night Cash 3:** 9-8-7

**Night Cash 4:** 0-2-9-0

**Fantasy 5:** 04-05-06-22-30

\*Unofficial. Matching numbers should be confirmed with the appropriate lottery agency.

MARIETTA DAILY JOURNAL

retain — less than \$1,500.

♦ **Aleta Grove** of Kennesaw, false information — unemployment insurance felony.

♦ **Levi James Halford** of Smyrna, theft by shoplifting — less than \$500; possession of less than 1 ounce of marijuana; possession of methamphetamine; and obstruction/hindering law enforcement.

♦ **Gary Lamar Henderson** of Marietta, theft by shoplifting — greater than \$500.

♦ **Benjamin James Tatum** of Dallas, possession of heroin; possession of methamphetamine; and possession.

### Kennesaw

♦ **Earnest John Van Rheen** of Atlanta, theft by taking — greater than \$1,500.

### Marietta

♦ **Kevin Devon Petty** of Marietta, possession of marijuana more than 1 ounce.

### Sheriff's Office

Marietta, two counts of false imprisonment confinement.

♦ **Robert Charles Stifler** of Newnan, possession of methamphetamine.

♦ **Kristina Nicole Latimer** of Atlanta, possession of methamphetamine.

♦ **Daniel Maurice Brown** of Atlanta, possession of methamphetamine; and methods of turning at intersections.

### Marietta

♦ **Kenneth Campbell** of Mount Juliet, Tennessee, out of state bail jumping — felony.

♦ **Connie Doral Stegall** of Atlanta, possession of cocaine.

### Powder Springs

♦ **Ayanna N. Jackson** of Powder Springs, cruelty to children — first degree.

### Sheriff's Office

♦ **Nickolas Gerald Cook** of Sandy Springs, fugitive.

Wednesday, Aug. 26

## POLICE BLOTTER

brought to you by:



678-GET-LOUD

www.LOUDSecurity.com

I have made application with the City of Kennesaw at the business license office for a Manufacturer License for: **Dry County Brewing, LLC** located at 1500 Lockhart Drive, Kennesaw, GA 30144.

The Mayor and City Council will hear said request on **October 05, 2020** at 6:30 p.m. at Kennesaw City Hall, 2529 J. O. Stephenson Avenue, Kennesaw, GA 30144. All interested persons are hereby notified of said hearing and invited to attend and be heard relative thereto.

**Robert Sinclair III**  
Licensee

**Dry County Brewing**  
Name of Establishment

Cumberland Diamond  
EXCHANGE

Call us at 770-795-5000 and follow the prompts.





**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

---

<b>Title of Item:</b>	Receipt of the July 2020 Crime Statistics.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

---

**ATTACHMENTS:**

Description	Upload Date	Type
2020 July Crime Statistics	9/22/2020	Backup Material



# July 2020 Crime Statistics

## Summary

Part 1 crimes year-to-date have decreased by a 24% (72) compared to 2019's year-to-date. A vast majority of the crime reported in July 2020 were larcenies (32). This trend is also present in the data collected for crimes reported in June 2020. Larcenies account for nearly 86% of the crimes that have occurred within our jurisdiction year-to-date. Traffic stops during July 2020 resulted in 42% warnings and 58% citations. Year-to-date traffic citations have decreased by 42% (2,089) and traffic warnings have decreased by 57% (3,645).

Crimes	July 2020	June 2020	YTD (01/01/2020) – (07/31/2020)	YTD (01/01/2019) – (07/31/2019)
Aggravated Assault	1	1	10	17
Auto Theft	3	2	26	25
Burglary	0	1	15	19
Homicide	0	0	0	0
Larceny	32	21	169	231
Rape	0	2	5	4
Robbery	1	1	4	5
Total	37	28	229	301

	July 2020	June 2020	YTD (01/01/2020) – (07/31/2020)	YTD (01/01/2019) – (07/31/2019)
Dispatched Calls for Service	881 (+44)	837	5,834 (-695)	6,529
Self-Initiated Activity	850 (+242)	608	2,991 (+1,562)	1,429
Traffic Citations	499 (+115)	384	2,933 (-2,089)	5,022
Traffic Warnings*	355 (+44)	311	2,761 (-3,645)	6,406
Arrests*	77 (+4)	73	521 (-372)	893

\*Warnings do not include verbal warnings

\*Arrest statistics does not include juveniles

Bill Westenberger  
Chief of Police



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



Lt. Joy Policarpio  
CID Commander



**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	Receipt of the August 2020 Crime Statistics.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

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**ATTACHMENTS:**

Description	Upload Date	Type
2020 August Crime Statistics	9/22/2020	Backup Material



# August 2020 Crime Statistics

## Summary

Part 1 crimes year-to-date have decreased by a 30% (110) compared to 2019's year-to-date. A vast majority of the crime reported in August 2020 were larcenies (20). This trend is also present in the data collected for crimes reported in July 2020. Larcenies account for nearly 74% of the crimes that have occurred within our jurisdiction year-to-date. Traffic stops during August 2020 resulted in 52% warnings and 48% citations. Year-to-date traffic citations have decreased by 40% (2,208) and traffic warnings have decreased by 55% (3,879).

Crimes	August 2020	July 2020	YTD (01/01/2020) – (08/31/2020)	YTD (01/01/2019) – (08/31/2019)
Aggravated Assault	3	1	13	18
Auto Theft	1	3	27	34
Burglary	3	0	18	20
Homicide	0	0	0	0
Larceny	20	32	189	281
Rape	0	0	5	7
Robbery	0	1	4	6
Total	27	37	256	366

	August 2020	July 2020	YTD (01/01/2020) – (08/31/2020)	YTD (01/01/2019) – (08/31/2019)
Dispatched Calls for Service	894 (+13)	881	6,728 (-882)	7,610
Self-Initiated Activity	772 (-78)	850	3,763 (+2,149)	1,614
Traffic Citations	385 (-114)	499	3,318 (-2,208)	5,526
Traffic Warnings*	423 (+68)	355	3,184 (-3,879)	7,063
Arrests*	62 (-15)	77	583 (-415)	998

\*Warnings do not include verbal warnings

\*Arrest statistics does not include juveniles

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**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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

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**Regular Meeting Agenda  
10/5/2020 6:30 PM  
Council Chambers**

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<b>Title of Item:</b>	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.
<b>Agenda Comments:</b>	
<b>Funding Line(s)</b>	

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