

Mayor
Derek Easterling
City Manager
Jeff Drobney
City Clerk
Lea Alvarez



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

**City Council
Meeting Agenda
November 2, 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 November 2 - November 7, 2020 as Hunger and Homelessness Awareness Week in the City of Kennesaw. The Proclamation will be presented to members of the Cobb Collaborative and Kennesaw State University CARE Services.

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

VII. OLD BUSINESS

VIII. NEW BUSINESS

IX. COMMITTEE AND BOARD REPORTS

X. PUBLIC HEARING(S)

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

- A. FINAL PUBLIC HEARING: Approval of ORDINANCE to amend Chapter 6 "Alcoholic Beverages," Sections 6-1, 6-3, and 6-52 of the Code of Ordinances.

This ordinance amends Chapter 6 to include retail establishments within the entertainment districts serving alcohol without maintaining a full-service kitchen and establishments licensed to serve alcohol within the entertainment districts using mobile food vendors to satisfy food service requirements within the city limits. Other updates include revisions to the fee schedule for alcohol licenses to give more clarity. Finance Director recommends approval.

XI. CONSENT AGENDA

- A. Approval of the October 12, 2020 Mayor and Council work session minutes.
- B. Approval of the October 19, 2020 Mayor and Council meeting minutes.
- C. Approval of RESOLUTION authorizing a contract renewal with the City Manager. The City Manager's original contract was adopted by Resolution No. 2015-26, 2015 and renewed by Resolution No. 2017-59, 2017 for a four-year term which is about to expire. This contract renewal will be for a term of four years. The Mayor recommends approval.
- D. Approval of RESOLUTION authorizing a contract with MCCI for JustFOIA Open Records Request Tracking Solution and the Mayor to execute the agreement.

The City Clerk's office desires to enter into a contract with MCCI (JustFOIA) for the purpose of processing and managing incoming open records requests in an effort to enhance citizen engagement and transparency, improve efficiency, and mitigate risk of non-compliance through automated request tracking and deadline tracking. JustFOIA is a fully hosted cloud solution of which the application and associated data are hosted on the Microsoft Azure Government Cloud. The budget cost of JustFOIA is \$11,349 as approved in fiscal year 2021-2022 budget. There will be an annual renewal cost of \$7,230.60. The City Clerk recommends approval.
- E. Approval of RESOLUTION for declaration of official intent to reimburse costs of various assets with tax-exempt financing.

The City desires to utilize tax-exempt financing through the Georgia Municipal Association lease-purchase program during this fiscal year. This resolution outlines the assets and amounts the City budgeted to finance this fiscal year. Treasury Regulations require that the acquisition and the closing date must occur within 60 days. This resolution secures the tax-exempt financing should the acquisition and closing date fall outside the 60 day timeframe. As assets are purchased, each lease-purchase agreement will be presented to the Mayor and Council for their consideration and approval. Finance Director recommends approval.

- F. Approval of RESOLUTION to award the bid and contract for the City of Kennesaw Janitorial Services RFP to American Facility Services.

A Request for Proposals (RFP) was advertised in the Marietta Daily Journal on September 11 and 18, 2020 for the City of Kennesaw Janitorial Services RFP. Twelve (12) bids were received and opened on October 8, 2020. The proposals were scored based on a 100-point system with each category (staffing, experience, approach, availability, and cost) consisting of 20 points. Cost ranges were between \$78,208 and \$218,400. American Facility Services submitted a complete bid package proposing the lowest cost in the amount of \$99,840 and had the highest overall score. Building Facilities Manager recommends the awarding of the contract to American Facility Services.

- G. Approval of RESOLUTION authorizing a contract with Dude Solutions Work Order Management Software.

This request is to obtain approval for the purchase of a new work order management software. The existing software is antiquated, and no longer performs at a level required by staff. New software will allow staff to better manage City properties, track facility repairs, and control project scope and costs. This software was budgeted in the approved FY21 budget. The cost of the software is \$31,485.99. Building Facilities Manager recommends approval.

- H. Authorize purchase of three vehicles approved in the FY21 Budget.

Council approved the purchase of two vehicles for the Stormwater Department and one vehicle for the Public Works Department in the FY21 Budget. Using the State contacts available through the Georgia Department of Administration, the City is able to purchase two 2021 Ford F-550's for the Stormwater Department from Wade Ford for the cost of \$59,984.00 each. The City is also able to purchase one 2020 Ford Explorer from Pugmire Ford for the Cost of \$35,000.00. The Public Works Director recommends authorization.

Public Works: 100.1045.54.220000.00000 – Vehicles

Stormwater: 560.4320.54.20000.00000 – Vehicles

- I. Approval of RESOLUTION to accept offer and proceed with closing on tracts 1,2,5,6 and 7 for Keene Street and Burrell Court rights of way abandonment. On May 18, 2020, Council approved a resolution to start the abandonment

process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. Keene Street JV, LLC has submitted an offer for tracts 1,2,5,6 and 7 to exchange the abandoned rights of way areas of 18,687 sf for the future dedication of new rights of way areas at a value equal or greater. Keene Street JV, LLC will also provide a performance bond equal to the value of the abandoned right of way (\$280,310.00), provide an executed quitclaim deed transferring the new right of way to the City, and provide an executed Escrow Agreement to be recorded in the county records under which the City Attorney will hold the quitclaim deed in escrow until the new right of way is ready to be dedicated. The Public Works Director recommends acceptance of the offer.

- J. Approval of RESOLUTION to accept offer and proceed with closing on tract 3 for Keene Street and Burrell Court rights of way abandonment.

On May 18, 2020, Council approved a resolution to start the abandonment process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. Kennesaw Downtown Development Authority has submitted an offer for tract 3 to donate any needed future right of way in exchange for the City donating the abandoned right of way. The abandoned right of way contains an area of 8,843 sf and has an appraised value of \$132,645.00. The acceptance of this offer will be contingent on Council's approval of an Intergovernmental Agreement between the City and Kennesaw Downtown Development Authority. The Public Works Director recommends approval of the offer contingent on the approval of the IGA.

- K. Approval of plat submittal by applicant Oakmont Pacolet Acquisitions LLC to subdivide the property located at 1630 Stanley Road.

Applicant submitted subdividing plat to create Tract 1 and Tract 2 as described in the legal descriptions. Tract 1 will contain 35.02 acres and is currently zoned Light Industrial (LI). Tract 2 will contain 11.671 acres and is currently zoned Fee Simple Townhomes (FST). This plat application is in compliance with the approved rezoning Ordinance #2020-08 dated August 17, 2020. Subject parcel contains a total of 46.69 acres. The rezoning and variances approved August 17, 2020 were also based on the secured perpetual access easement through property located on Cobb International Boulevard specifically used for Tract 1. The recorded access easement document is included in the agenda item packet. The City of Kennesaw will assign a separate address for Tract 1 which will be 7575 Cobb International Boulevard. The Plan Review Committee reviewed and approved the plat. The Zoning Administrator recommends approval.

DEPARTMENT REPORTS

XII. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

XIII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

- A. Receipt of the 2020 September 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

- A. Approval of RESOLUTION authorizing an Intergovernmental Agreement (IGA) between the Kennesaw Downtown Development Authority (KDDA) and the City of Kennesaw regarding the Keene Street abandonment.

KDDA received a notice of abandonment and right to purchase regarding the right of way on Keene Street adjacent to the KDDA's property (parcel #20016700730). The KDDA's response to the offer letter is summarized in the attached Intergovernmental Agreement, which contemplates the City transferring the right of way to the KDDA to assist with KDDA's promotion of revitalization and redevelopment of the parcel identified in the agreement. KDDA agrees to dedicate back any future right of way which the City may need for the proposed realignment of Keene Street. KDDA and the Economic Development Director recommends approval.

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
11/2/2020 6:30 PM
Council Chambers**

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



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	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.
Agenda Comments:	
Funding Line(s)	



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Presentation of a Proclamation declaring November 2 - November 7, 2020 as Hunger and Homelessness Awareness Week in the City of Kennesaw. The Proclamation will be presented to members of the Cobb Collaborative and Kennesaw State University CARE Services.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	10/22/2020	Presentation



PROCLAMATION

HUNGER AND HOMELESSNESS AWARENESS WEEK

NOVEMBER 2-7, 2020

WHEREAS: the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week for many years; and

WHEREAS: the purpose of the proclamation is to educate the public and advocate with and on behalf of people experiencing homelessness about the many reasons people are hungry and homeless including the shortage of affordable housing in Cobb County for low income residents and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS: there are many organizations committed to sheltering, providing supportive services as well as meals and food supplies to people experiencing homelessness including KSU CARE Services, MUST Ministries, HOPE Atlanta, and others; and

WHEREAS: Kennesaw State University will be observing Homelessness Awareness Week for the 13th consecutive year, which is a week-long high impact experience dedicated to increasing awareness of homelessness in our communities and college campuses; and

WHEREAS: the City of Kennesaw recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Cobb County and beyond.

NOW, THEREFORE, BE IT PROCLAIMED, the Kennesaw Mayor and City Council do hereby recognize the week of November 2 through November 7, 2020 as “***Hunger and Homelessness Awareness Week***” and encourages all residents to recognize and support private and public nonprofit entities working to address the complicated issues of homelessness and hunger in our community.

IN WITNESS THEREOF, I, Mayor Derek Easterling, have hereunto set my hand and caused the official seal of the City of Kennesaw, Georgia, to be affixed this 2nd day of November, 2020.

CITY OF KENNESAW:

Derek Easterling, Mayor



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	FINAL PUBLIC HEARING: Approval of ORDINANCE to amend Chapter 6 "Alcoholic Beverages," Sections 6-1, 6-3, and 6-52 of the Code of Ordinances.
Agenda Comments:	This ordinance amends Chapter 6 to include retail establishments within the entertainment districts serving alcohol without maintaining a full-service kitchen and establishments licensed to serve alcohol within the entertainment districts using mobile food vendors to satisfy food service requirements within the city limits. Other updates include revisions to the fee schedule for alcohol licenses to give more clarity. Finance Director recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	10/23/2020	Ordinance
10-09-20 Legal Ad	10/9/2020	Legal Ad
10-16-20 Legal Ad	10/16/2020	Legal Ad
10-23-20 Legal Ad	10/23/2020	Legal Ad

**CITY OF KENNESAW
GEORGIA**

ORDINANCE NO. 2020-____, 2020

AN ORDINANCE TO AMEND CHAPTER 6, ENTITLED “ALCOHOLIC BEVERAGES,” OF THE CODE OF ORDINANCES OF THE CITY OF KENNESAW, GEORGIA, SO AS TO AMEND SECTION 6-1, 6-3, AND 6-52 OF SAID CHAPTER REGARDING RETAIL ESTABLISHMENTS WITHIN ENTERTAINMENT DISTRICTS SERVING ALCOHOL WITHOUT MAINTAINING FULL-SERVICE KITCHENS AND ESTABLISHMENTS LICENSED TO SERVE ALCOHOL WITHIN ENTERTAINMENT DISTRICTS USING MOBILE FOOD VENDORS TO SATISFY FOOD SERVICE REQUIREMENTS WITHIN THE CITY LIMITS OF KENNESAW, GEORGIA.

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

SECTION 1. Chapter 6 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended so as to amend Section 6-1 of said Chapter by adding the following definition:

Retail Establishment means any business duly licensed to engage in the retail sale of any product or service, other than alcohol, within the City of Kennesaw and that would not otherwise be permitted to sell or serve alcoholic beverages by the drink because it does not meet the definition of a bar, restaurant, wine specialty shop, pub, nightclub, lounge, indoor entertainment hall, growler shop, farm winery, brewpub, amusement park, or other such establishment licensed to sell alcohol under this Code. For purposes of obtaining a license to sell or serve alcohol by the drink, a Retail Establishment must be located within an Entertainment District, in addition to the other requirements provided herein.

SECTION 2. Chapter 6 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended so as to amend Section 6-52 of said Chapter. The text of said Section 6-52 is set out in the attached Exhibit A, which is incorporated as a part of this ordinance as if fully set out herein. Section 6-52 is amended by striking 6-52(d) and 6-52(f) in their entirety and adding the following:

(d) Each person manufacturing or selling distilled spirits in the city shall pay any annual license as follows:

Manufacturers \$3,000.00 (or \$1,000.00 if applicant already holds a manufacturing license for another type of alcohol in the City of Kennesaw)

Wholesalers \$100.00

Retail package, each location \$2,000.00

Pouring License, each location (including Retail Establishments) \$3,000.00

(f) Each person selling malt beverages in the city shall pay an annual license fee as follows:

Manufacturers \$3,000.00 (or \$1,000.00 if applicant already holds a manufacturing license for another type of alcohol in the City of Kennesaw)

Wholesalers....\$100.00

Retail package, each location.... \$300.00

Pouring License, each location (including Retail Establishments).... \$550.00

(g) Each person selling wine, fortified wine, and/or hard cider in the city shall pay an annual license fee as follows:

Manufacturers \$3,000.00 (or \$1,000.00 if applicant already holds a manufacturing license for another type of alcohol in the City of Kennesaw)

Wholesalers....\$100.00

Retail package, each location.... \$300.00

Pouring Licenses, each location (including Retail Establishments)....\$550.00

(h) Other Licenses:

Brewpub License, with/without sales of wine or malt beverage by the package \$3,000.00.

Bottle house \$2,000.00

Off premises service of distilled spirits; malt beverage; and/or wine, fortified wine, and/or hard cider \$500.00

Package/pouring license, each location \$850.00 (not including fee for growler shops as provided in Section 6-52(h) below)

~~(g)~~ (i) Each person selling any alcoholic beverage, including, but not limited to, distilled spirits, malt beverages, wine, fortified wine, or hard cider on Sunday, shall pay a license fee of \$550.00 for pouring and \$300.00 for package.

~~(h)~~ (j) Any person holding a license granted under any subsection of this [section 6-52](#) is eligible for applying for a license to sell and/or re-fill growlers, subject to the provisions of section 6-111. The fee for a growler license shall be the sum of \$200.00 per calendar or any portion of a calendar year, in addition to the fee for a license as provided in subsection ~~(f)~~ (h) above. The application shall be submitted on forms approved by the Business License Manager ~~city manager~~ or his or her designee. To be valid, the growler license must be approved by the mayor and city council.

(k) The total for off-premises license fees shall not exceed the statutory maximum prescribed in O.C.G.A. § 3-11-2(e), as amended. For retail package licenses, a half year is authorized as in subsection (e) of this section.

(l) All license fees required under this chapter shall be paid in cash, ~~or by~~ certified check, ~~or by~~ cashier's check, or credit card.

SECTION 3. Chapter 6 of the Code of Ordinances of the City of Kennesaw, Georgia, is hereby amended so as to amend Section 6-3(c) of said Chapter. The text of said Section 6-3 is set out in the attached Exhibit A, which is incorporated as a part of this ordinance as if fully set out herein. Said Section 6-3(c) is amended by striking and adding the following:

(c) Some of the business operations described in this chapter must, to continue operating as that type of business licensed to sell or serve alcohol, comply with the following ~~maintain~~:

(1) In the case of an indoor entertainment hall, maintain 25 percent of its total annual gross sales from the sale of prepared meals or foods, admission charges, ticket sales, sale of merchandise, vending sales, attendance fees, or other recreational, promotional, or operational activities.

(2) In the case of a grocery store, the sales of alcoholic beverages must ~~do~~ not exceed five percent of its total gross sales.

(3) In the case of a restaurant, the licensee must derive a minimum of 50 percent of its total annual gross food and beverage sales, over any 12-month period of time, from the sale of prepared meals or food.

(4) In the case of a Retail Establishment as defined in this Chapter, in order to sell or serve alcoholic beverages by the drink to its patrons, the licensee must be located within an Entertainment District as defined in this Code and may not derive more than 50 percent of its total revenue from the sales of alcoholic beverages. A Retail Establishment is not required to sell or serve food in addition to the service or sales of alcohol. A Retail Establishment must obtain a state license to sell or serve alcohol by the drink and must purchase or accept deliveries of distilled spirits only from wholesalers duly licensed under this chapter. All employees who serve alcohol at a Retail Establishment must obtain a valid alcohol work permit from the City. A Retail Establishment must comply with all local and state ordinances, regulations, and laws regarding the sale and service of alcoholic beverages. Retail Establishments may not engage in the Sunday sales of alcohol.

(5) In the case of any establishment licensed to serve alcohol that must also provide the sale of prepared meals or food and/or maintain a full-service kitchen within an Entertainment District, such establishment may utilize one or more food trucks/mobile vendor trucks to satisfy the applicable requirements of a full-service kitchen and

alcohol/food sales ratio under the terms of this section. The food trucks/mobile food vendors must be:

- (1) Licensed under Appendix A, Chapter 5.02.00 of the City of Kennesaw Unified Development Code;
- (2) Located on the same private property premises as the licensed establishment at all times that alcoholic beverages are offered for sale from any portion of the premises; and
- (3) Available, open and prepared to serve food at all times that alcoholic beverages are offered for sale from any portion of the premises.

SECTION 4. BE IT FURTHER ORDAINED THAT this ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

ADOPTED THIS _____ DAY OF _____, 2020.

Derek Easterling, Mayor

Attest:

James Friedrich, Deputy City Clerk

EXHIBIT A

Sec. 6-3. – Compliance required.

- (a) It shall be unlawful for any person to sell or offer for sale wholesale or retail any alcoholic beverages without having first complied with the provisions of this chapter.
- (b) The city shall have the authority to conduct an audit of the books and records of any licensee and/or require regular reporting of the books and records of the any licensee to assure licensee's compliance with the provisions of this chapter. In such event, the city shall notify the licensee of the date, time and place of the audit or reporting requirements. In conducting such audit, the city may require the licensee to provide the books and records in electronic form if such books or records are maintained, in the regular course of business by the licensee, in electronic form.
- (c) Some of the business operations described in this chapter must, to continue operating as that type of business, maintain:
 - (1) In the case of an indoor entertainment hall, 25 percent of its total annual gross sales from the sale of prepared meals or foods, admission charges, ticket sales, sale of merchandise, vending sales, attendance fees, or other recreational, promotional, or operational activities.
 - (2) In the case of a grocery store, the sales of alcoholic beverages do not exceed five percent of its total gross sales.
 - (3) In the case of a restaurant, the licensee must derive a minimum of 50 percent of its total annual gross food and beverage sales, over any 12-month period of time, from the sale of prepared meals or food.
- (d) In determining whether these entities have complied with these percentages, the City of Kennesaw shall be entitled to audit the books and records of the entities. The following shall be applicable to such audits:
 - (1) If the business has operated as that type of entity (e.g., a restaurant) for 12 months or more prior to the date on which the audit is commenced, the auditor shall consider the annual gross food and beverage sales, or the annual gross sales, or total gross sales, as the case may be, during the 12 months preceding the date on which the audit is commenced to determine whether the entity has maintained the required percentage set forth in the definition of that entity found in this chapter.
 - (2) If the business has operated as that type of entity for less than 12 months prior to the date on which the audit is commenced, the auditor shall consider the annual gross food and beverage sales, or the annual gross sales, or total gross sales, as the case may be, during the time that the business has operated as that

type of entity to determine whether the entity has maintained the required percentage set forth in the definition of that entity found in this chapter.

(3) If the entity operated as one type of entity, e.g., a bar as defined in this chapter, and changed to another type of entity, e.g., a restaurant as defined in this chapter, the audit shall consider only the annual gross food and beverage sales, or the annual gross sales, or total gross sales, as the case may be, during the period it operated after the change of the type of entity to determine whether the entity has maintained the required percentage set forth in the definition of that entity found in this chapter.

(4) If the entity has failed to maintain the percentage required by the definition, the entity shall be placed on probation for a period of three months from and after the date the entity is notified of its failure to maintain the required percentage. The notification placing the entity on probation shall be in writing and provide the percentages determined as part of the audit. During that probationary time period, the entity can attempt to attain the percentage required by the definition for that entity. At the end of the probationary period, a second audit will be conducted. The second audit will audit only the annual gross food and beverage sales, or annual gross sales, or total gross sales, as the case may be, during the probationary period and whether the entity attained the percentage required by the definition for that entity during the probationary period. Should the entity fail to attain the required percentage during the second audit, the entity will be informed, in writing, that it can no longer operate as that type of entity, e.g., a restaurant that fails to maintain the percentage required by the definition for that entity will be notified that it can no longer operate as a restaurant and may operate only as a bar. Should the licensee change its entity, for instance from a restaurant to a bar, it shall be the licensee's responsibility to assure that it complies with all the requirements of these ordinances of the City of Kennesaw, including, but not limited to, any licensing applicable to that entity.

(5) The entity may appeal the audit decision generated by a failure to meet the required percentage during the second audit. Any such decision to appeal must be made, in writing, and filed with the City of Kennesaw no later than ten calendar days from and after the entity's receipt of the decision appealed. If the results of the second audit are mailed by the auditor to the licensee, that decision of the auditor is deemed received by the licensee three days from and after the decision is mailed. The notice of appeal shall be filed with license review board and an additional copy filed with the city clerk. That notice of appeal must specify, in detail, why the entity believes the audit decisions are flawed. It shall be within the discretion of the license review board whether a hearing will be held on the appeal. If a hearing is scheduled by the license review board, the entity shall be provided written notice of such hearing no less than five calendar days prior to the date scheduled for the hearing. If the license review board upholds the auditor's decision, the entity shall have the right to appeal to the city council and mayor of the City of Kennesaw. Any such appeal to the city council and mayor of the City of Kennesaw must be in writing and filed with the city clerk and the mayor's office no later than ten calendar days from and after date on which the entity receives the decision of the license review board. If the decision of the license review board is mailed, that decision is deemed received by the licensee three days from and after

the decision is mailed. The appeal to the mayor and the city council shall contain the following: a detailed explanation of why the entity believes the audit results and the decision of the license review board is flawed; statistics showing the entity has complied with the percentage contained in the definition for that entity found in this chapter; a copy of the results of the first and second audits; and, a copy of the decision of the license review board. Failure of the entity to submit all of the appeal documents shall be fatal to the appeal. It shall be within the discretion of the mayor and city council whether a hearing will be held on the appeal. If a hearing is scheduled by the mayor and city council of the City of Kennesaw, the entity shall be provided written notice of such hearing no less than five calendar days prior to the date scheduled for the hearing.

(6) The appeals shall consider only evidence of sales during the audit periods and shall not consider evidence of any sales during the appeal periods.

(7) The entity shall be allowed to operate during the time it is appealing the decision of the audit.

(Ord. No. 2008-18, § 2, 5-19-08; Ord. No. 2010-13, § 2, 6-21-10)

Sec. 6-52. - License fees; duration.

(a) The annual license fee for each classification of license under this chapter shall be set by the mayor and city council of the City of Kennesaw in the business license schedule.

(b) The schedule of fees for each license classification under this chapter shall be on file at the Kennesaw City Hall at the business license office.

(c) Any new license issued under this chapter shall be effective from the date of the license through December 31 of that year. Thereafter, the licensee shall be required to renew the license annually in January of each year. In the case of revocation or surrender of license before the expiration date of that license, the holder of the license shall not be entitled to receive any refund whatsoever.

(d) Each person manufacturing or selling distilled spirits in the city shall pay any annual license as follows:

Manufacturers	\$3,000.00
Wholesalers	100.00
Retailers, package only	2,000.00
Pouring license	3,000.00
Bottle house	2,000.00
Off premise	500.00

(e) On or after July 1 of a calendar year, all initial distilled spirits license and permit fees for that year shall be one-half of the basic fees set forth in subsection (d) of this section.

(f) Each person selling malt beverages, wine, fortified wine, and/or hard cider in the city shall pay an annual license fee as follows:

Retail package, each location:

Manufacturers\$3,000.00

Malt beverages\$300.00

Wine, or fortified wine, or hard cider\$300.00

Malt beverages, or wine, or fortified wine, or hard cider wholesale delivery
.....\$100.00

Malt beverages or wine, or fortified wine, or hard cider pouring, each location
.....\$550.00

Brewpub License, with/without sales of wine or malt beverage by the package
.....\$3,000.00.

Off premises\$500.00

Package/pouring license, each location\$850.00

(g) Each person selling any alcoholic beverage, including, but not limited to, distilled spirits, malt beverages, wine, fortified wine, or hard cider on Sunday, shall pay a license fee of \$550.00 for pouring and \$300.00 for package.

(h) Any person holding a license granted under any subsection of this [section 6-52](#) is eligible for applying for a license to sell and/or re-fill growlers. The fee for a growler license shall be the sum of \$200.00 per calendar or any portion of a calendar year, in addition to the fee for a license as provided in subsection (f) above. The application shall be submitted on forms approved by the city manager or his or her designee. To be valid, the growler license must be approved by the mayor and city council.

(i) The total for off-premises license fees shall not exceed the statutory maximum prescribed in O.C.G.A. § 3-11-2(e), as amended. For retail package licenses, a half year is authorized as in subsection (e) of this section.

(j) All license fees required under this chapter shall be paid in cash or by certified check or by cashier's check.

(Ord. No. 2008-18, § 2, 5-19-08; Ord. No. 2009-06, § 1, 10-5-09; Ord. No. 2010-13, § 3, 6-21-10; Ord. No. 2011-30, 12-19-11; Ord. No. 2012-11, 9-4-12; Ord. No. 2016-10, 4-4-16; Ord. No. 2017-10, § 2, 8-21-17)

TP533ELXBDA3829 Vehicle License #: RUU7902 State GA Magistrate Court Case No.: 20-L-02366
Vehicle Make: MERCURY Year: 2004 Model: SABLE GS Vehicle ID #: 1M EFM50U84A610824 Vehicle License #: WGG279 State GA Magistrate Court Case No.: 20-L-02373
Vehicle Make: TOYOTA Year: 2004 Model: SIENNA LE Vehicle ID #: KT-DZA23C145022632 Vehicle License #: NO TAG Magistrate Court Case No.: 20-L-02381
Vehicle Make: FORD Year: 2007 Model: FIVE HUNDRED Vehicle ID #: 1FAFP241X7G103714 Vehicle License #: FRB6139 State MS Magistrate Court Case No.: 20-L-02369
Vehicle Make: BMW Year: 2007 Model: 328i Vehicle ID #: WBABA33577KX83339 Vehicle License #: RGJ3269 State GA Magistrate Court Case No.: 20-L-02358
Vehicle Make: PONTIAC Year: 2002 Model: GRAND PRIX Vehicle ID #: 1G2QP52K92F196476 Vehicle License #: NO TAG Magistrate Court Case No.: 20-L-02379
Vehicle Make: HONDA Year: 2004 Model: HONDA CBR1000RR Vehicle ID #: JH2SC570X4M005019 Vehicle License #: X1H212 State GA Magistrate Court Case No.: 20-L-02376
Vehicle Make: KAWASAKI Year: 1994 Model: EN500-C1 VULCAN Vehicle ID #: JKAENVA17TA100066 Vehicle License #: DAK956 State GA Magistrate Court Case No.: 20-L-02368
Vehicle Make: FORD Year: 2016 Model: F-250 LARIAT Vehicle ID #: 1FT7W2B71G1E11537 Vehicle License #: LCH6054 State TX Magistrate Court Case No.: 20-L-02365

10/9,16-2020

MDJ-1016
GPN-17

NOTICE OF PUBLIC AUCTION

"In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods hereinafter described and stored at Life Storage location(s) listed below.
Life Storage #046 1195 Gresham Road Marietta, GA 30062 (770) 499-0808
And, due notice having been given, to the owner of said property and other parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at a public auction to be held online at www.StorageTreasures.com which will end on Tuesday October 27th, 2020 at 10:00 AM.

Space No. Customer Inventory
B046 Antonio Ladson Household Goods/Furniture, TV Stereo Equipment
D081 Flor Adams Household Goods/Furniture
D095 Elia Gonzalez Tools/Appliances
F133B Gabrielle Knight Household Goods/Furniture

10/9-2020

MDJ-1048
GPN-17

ABANDONED VEHICLES

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

INXBRI2E3XZ218901 RVR5311 GA 20-L-02428
TOYOTA 2001 CAMRY SOLARA
2TICF28P41C489082 NO TAG GA 20-L-02429

10/9,16-2020

MDJ-1050
GPN-17ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 10/23/2020. Answer forms may be found in the Magistrate Court Clerks office located at: 32 Waddle St SE, Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.

VEHICLE MAKE: BMW VEHICLE YEAR: 2005 VEHICLE MODEL: 325CI VEHICLE ID# WBABW334K5P83444 TAG: RL19863 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02443
VEHICLE MAKE: INFINITI VEHICLE YEAR: 2001 VEHICLE MODEL: I-30 VEHICLE ID# JNKKA31AX1T033217 TAG: NO TAG STATE: GA MAGISTRATE COURT CASE NO: 20-L-02443

VEHICLE MAKE: TOYOTA VEHICLE YEAR: 2000 VEHICLE MODEL: 4RUNNER SR5 VEHICLE ID# JT3GN86R3Y013079 TAG: RQ93905 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02442
VEHICLE MAKE: CADILLAC VEHICLE YEAR: 2012 VEHICLE MODEL: SRX LUXURY VEHICLE ID# 3GYFNAE36CS581581 TAG: CML5081 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02441

VEHICLE MAKE: SATURN VEHICLE YEAR: 2008 VEHICLE MODEL: VUE VEHICLE ID# 3G5CL33P28S603345 TAG: PTK33037 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02440
VEHICLE MAKE: CHEVROLET VEHICLE YEAR: 2015 VEHICLE MODEL: CRUZE VEHICLE ID# 1G1PC5S87F7141125 TAG: RKA3176 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02439

VEHICLE MAKE: LINCOLN VEHICLE YEAR: 2003 VEHICLE MODEL: TOWN CAR VEHICLE ID# 1LNHM84W53Y650674 TAG: NO TAG STATE: GA MAGISTRATE COURT CASE NO: 20-L-02438
VEHICLE MAKE: DODGE VEHICLE YEAR: 2004 VEHICLE MODEL: DURANGO SLT VEHICLE ID# 1D4HD48N04F171111 TAG: RHD8842 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02437

VEHICLE MAKE: NISSAN VEHICLE YEAR: 2004 VEHICLE MODEL: MAXIMA SE/SLVEHICLE ID# 1N4BA41E74C880454 TAG: NO TAG STATE: GA MAGISTRATE COURT CASE NO: 20-L-02436

VEHICLE MAKE: DODGE VEHICLE YEAR: 2004 VEHICLE MODEL: DURANGO SLT VEHICLE ID# 1D4HD48N04F171111 TAG: RHD8842 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02437

VEHICLE MAKE: NISSAN VEHICLE YEAR: 2004 VEHICLE MODEL: MAXIMA SE/SLVEHICLE ID# 1N4BA41E74C880454 TAG: NO TAG STATE: GA MAGISTRATE COURT CASE NO: 20-L-02436

VEHICLE MAKE: DODGE VEHICLE YEAR: 2004 VEHICLE MODEL: DURANGO SLT VEHICLE ID# 1D4HD48N04F171111 TAG: RHD8842 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02437

VEHICLE MAKE: NISSAN VEHICLE YEAR: 2004 VEHICLE MODEL: MAXIMA SE/SLVEHICLE ID# 1N4BA41E74C880454 TAG: NO TAG STATE: GA MAGISTRATE COURT CASE NO: 20-L-02436

NOTICE OF PUBLIC HEARING
CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on October 19 and November 2, 2020 at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Chapter 6, entitled "Alcoholic Beverages", of the Code of Ordinances of the City of Kennesaw, Georgia, so as to amend Section 6-1, 6-3, and 6-52 of said Chapter regarding retail establishments within Entertainment Districts serving alcohol without maintaining full-service kitchens and establishments licensed to serve alcohol within Entertainment Districts using mobile food vendors to satisfy food services requirements within the City limits of Kennesaw, Georgia. Copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

10/9,16,23-2020

IN THE INTEREST OF:
THE JUVENILE COURT OF
COBB COUNTY, GEORGIA
BABY W; SEX-M; AGE-1;
DOB: 6-28-19;
CASE # 19-CV-3123-06.

NOTICE OF SUMMONS

TO: Jennifer Whinery and any male person claiming a parental interest in the above referenced child. The mother of the above referenced child is Jennifer Whinery. The identity of the child's father is unknown. YOU ARE FURTHER NOTIFIED that a petition for termination of parental rights in regard to the above referenced child was filed in the Juvenile Court of Cobb County, Georgia, on the 4th day of December, 2019 and that by reason of an Order for service by publication entered by the court on the 1st day of October, 2020;

YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County Georgia, in Marietta, Georgia, on the 16th day of December, 2020, at 2:00 o'clock p.m. The hearing is for the purpose of determining whether parental rights should be terminated. The effect of a termination judgment as set forth under O.C.G.A. §15-11-284 includes the following: Georgia law provides that you (i.e., a parent) can permanently lose your rights as a parent. A petition to terminate parental rights has been filed requesting the juvenile court of Cobb County, Georgia, to terminate your parental rights to your child (i.e., the above child). If you fail to appear at the hearing on the petition for termination of parental rights, then the court can terminate your parental rights in your absence. If the court at the trial finds that the facts set out in the petition are true and that termination of your rights will serve the best interests of your child, the court can enter a judgment ending your rights to your child. If the judgment terminates your parental rights, you will no longer have any rights to your child. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's person.

PUBLIC AUCTION
On October 27th, 2020 at 11:00 am or thereafter, this auction will be held at www.storageauctions.com for Kennesaw Self Storage, (770)422-4212 the property will auction following units to satisfy the owner's lien as provided for by the Georgia Self Storage Facility Act Georgia Code 10-4-210. All units will be awarded to the highest bidder. Cash will be the only form of acceptable payment for winning bids. Kennesaw Self Storage reserves the right to withdraw any unit from sale. Any RV, Boat, or other type of Motor Vehicles are sold "AS IS", for "PARTS ONLY", no titles or registrations are given.
Ello Anderson-Sellers - E011
James Crowe - H005 & H006
James Wynn - H046
Leila Duncan - I011 & I012
Anthony Hobbs - D040
10/9,16-2020

MDJ-1130
GPN-17ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: Mazda Year: 1994 Model: MX6 Vehicle ID #: 1YVGE31DIR516448 Vehicle License #: BKQ9326 State: GA
Present location of vehicle: Monte General Mechanic #3, 4967 Austell Rd., Austell GA 30106.

You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: 10/22/20. Answer forms may be found in the Magistrate Court Clerks office located at: 32 Waddle St. SE, Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.

10/9,16-2020

MDJ-1131
GPN-17

ABANDONED MOTOR VEHICLE

The following vehicle has been deemed abandoned and will be sold at public auction on 10/23/20 at 10:00 AM if not claimed. The vehicle is located at: MY Two Sons Auto Repair LLC, 2050 Veterans Memorial Hwy, Austell GA 30168. Vehicle: 1997 Honda Accord 1HGCD568VA051640

10/9,16-2020

MDJ-1132
GPN-17

ABANDONED MOTOR VEHICLE

The following vehicle has been deemed abandoned and will be sold at public auction on 10/23/20 at 10:00 AM if not claimed. The vehicle is located at: Star Import Services LLC, 1155 South Cobb Dr., Marietta GA 30060. Vehicle: 2001 Mercedes S Class WDBNG73J81A194575

10/9,16-2020

MDJ-1135
GPN-17

PUBLIC AUCTION

Notice of Abandonment and Sale in accordance with O.C.G.A. 40-11, the following vehicles have been declared abandoned and will be sold at Public Action to the highest and best bidder for cash only. The auction will be held

at 11:00 a.m. at the location of the vehicle. A copy of this petition can be obtained at Gwinnett County Juvenile Court, 115 Stone Mountain Street, Lawrenceville, GA 30046. A court hearing of your case has been scheduled for the 27th day of October, 2020 at 9:00 a.m., at the Juvenile Court of Gwinnett County, located at 115 Stone Mountain Street, Lawrenceville, GA 30046. If you fail to appear, the court can terminate your rights in your absence. If the court at the trial finds that the facts set out in the petition to terminate parental rights are true and that termination of your rights will serve the best interests of your child, the court can enter a judgment ending your rights to your child. If the judgment terminates your parental rights, you will no longer have any rights to your child. This means that you will not have the right to visit, contact, or have custody of your child or make any decisions affecting your child or your child's earnings or property. Your child will be legally freed to be adopted by someone else. Even if your parental rights are terminated, you will still be responsible for providing financial support (child support payments) for your child's care unless and until your child is adopted; and your child can still inherit from you unless and until your child is adopted. This is a very serious matter. You should contact an attorney immediately so that you can be prepared for the court hearing. You have the right to hire an attorney and to have him or her represent you. If you cannot afford to hire an attorney, the court will appoint an attorney if the court finds that you are an indigent person. Whether or not you decide to hire an attorney, you have the right to attend the hearing of your case, to call witnesses on your behalf, and to question those witnesses brought against you. Pursuant to O.C.G.A. 15-11-283, you may lose all rights to the child named in the petition brought pursuant to this article and will not be entitled to object to the termination of your rights to such child unless, and within thirty (30) days of receipt of this notice, you file: a response to the termination of parental rights petition in the court in which the termination of parental rights proceeding is pending. A court may enter an order terminating all parental rights of a biological father, including any right to object thereafter to such proceedings. If you have any questions concerning this notice you may call the telephone number of the clerk's office, which is (770) 619-6300.

WITNESS the Honorable Judge Rodney Harris, Presiding Judge of said Court. This the 10th day of September, 2020. Sheila Williams, Clerk of Court, Gwinnett County Juvenile Court 9:18,25; 10:2,9-2020

MDJ-9628
GPN-16NOTICE OF PUBLIC HEARING
COBB COUNTY

BOARD OF COMMISSIONERS
Notice is hereby given that on October 13, 2020 at 9:00 a.m., the Board of Commissioners of Cobb County will hold a public hearing regarding consultant or consulting firm services expected to exceed \$100,000.00 and involving the following:
FY21 Collection System Flow Monitoring Services Program No. C0141

which may include but are not limited to: household and personal items, office and other equipment. The public sale of these items will begin at 09:30 AM and continue until all units are sold. Lien sale to be held at the online auction website, www.storageauctions.com, where indicated. For online lien sales, bids will be accepted until 2 hours after the time of the sale specified.

PUBLIC STORAGE # 25773, 4951 Low-er Roswell Road, Marietta, GA 30068, (678) 905-1825
Time: 09:30 AM
Sale to be held at www.storageauctions.com.

0510 - Lamping, Averill; 3405 - Grill, Karl; 3517 - Fuller, Tyler
PUBLIC STORAGE # 25984, 4365 Johnson Ferry Pl, Marietta, GA 30068, (678) 905-3181
Time: 09:30 AM
Sale to be held at www.storageauctions.com.

E082 - Bennett, David
PUBLIC STORAGE # 26675, 3700 Roswell Rd, Marietta, GA 30062, (678) 905-7226
Time: 09:30 AM
Sale to be held at www.storageauctions.com.

2010 - Hall, Courtez
Public sale terms, rules, and regulations will be made available prior to the sale. All sales are subject to cancellation. We reserve the right to refuse any bid. Payment must be in cash or credit card-no checks. Buyers must secure the units with their own personal locks. To claim tax-exempt status, original RESALE certificates for each space purchased is required. By PS Orangeco, Inc., 701 Western Avenue, Glendale, CA 91201. (818) 244-8080.

10/2,9-2020

MDJ-9688
GPN-17

PUBLIC AUCTION

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
2035 Powers Ferry RD SE Marietta GA on 10/21/2020 at 10:00 AM
3070 Dontell Gilliard Night stand, dresser, decor
1023 Ashley Gillens Headboard, scooter, chair
The auction will be listed and advertised on www.storageauctions.com. Purchases must be made with cash only and paid at the above referenced facility in order to complete the transaction. Extra Space Storage may refuse any bid and may rescind any purchase up until the winning bidder takes possession of the personal property.

10/2,9-2020

MDJ-9689
GPN-17

PUBLIC AUCTION

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
4902 Lake Acworth Dr Acworth GA 30101 on October 21, 2020 at 10:00am.
Unit: D125 - Cheyenne Snopce - Furniture and boxes of household
Unit: I24 - Gary Cosby - Furniture and boxes of household
Unit: J17 - Donald Dozier - Household items
Unit: J20 - Tracey Harris - Household items

10/2,9-2020

MDJ-9689
GPN-17

PUBLIC AUCTION

Extra Space Storage will hold a public auction to sell personal property described below belonging to those individuals listed below at the location indicated:
4902 Lake Acworth Dr Acworth GA 30101 on October 21, 2020 at 10:00am.
Unit: D125 - Cheyenne Snopce - Furniture and boxes of household
Unit: I24 - Gary Cosby - Furniture and boxes of household
Unit: J17 - Donald Dozier - Household items
Unit: J20 - Tracey Harris - Household items

2010 Model: TAHOE Vehicle ID #: 1GNMCAE0XAR191874 Vehicle License #: RTG3261 State GA Magistrate Court Case No.: 20-L-02361
 Vehicle Make: CHEVROLET Year: 2008 Model: TAHOE Vehicle ID #: 1GNFC13C38R16079 Vehicle License #: PWJ6335 State GA Magistrate Court Case No.: 20-L-02360
 Vehicle Make: FORD Year: 2004 Model: FREESTAR VAN Vehicle ID #: 2FMZA52224BA94852 Vehicle License #: NO TAG Magistrate Court Case No.: 20-L-02372
 Vehicle Make: FORD Year: 2011 Model: E350 VAN Vehicle ID #: 1FTSS3ELXBDA36829 Vehicle License #: RUU7902 State GA Magistrate Court Case No.: 20-L-02366
 Vehicle Make: MERCURY Year: 2004 Model: SABLE GS Vehicle ID #: 1MF5M50U84A610824 Vehicle License #: WGG279 State GA Magistrate Court Case No.: 20-L-02373
 Vehicle Make: TOYOTA Year: 2004 Model: SIENNA LE Vehicle ID #: KT-DZA23C145022632 Vehicle License #: NO TAG Magistrate Court Case No.: 20-L-02381
 Vehicle Make: FORD Year: 2007 Model: FIVE HUNDRED Vehicle ID #: 1FAFP21X7G103714 Vehicle License #: FRB6139 State MS Magistrate Court Case No.: 20-L-02369
 Vehicle Make: BMW Year: 2007 Model: 328i Vehicle ID #: WBABA33577KX83339 Vehicle License #: RGJ3269 State GA Magistrate Court Case No.: 20-L-02358
 Vehicle Make: PONTIAC Year: 2002 Model: GRAND PRIZ Vehicle ID #: 1G2QP52K92F196476 Vehicle License #: NO TAG Magistrate Court Case No.: 20-L-02379
 Vehicle Make: HONDA Year: 2004 Model: HONDA CBR1000RR Vehicle ID #: JH2SC570XAM005019 Vehicle License #: X1H212 State GA Magistrate Court Case No.: 20-L-02376
 Vehicle Make: KAWASAKI Year: 1996 Model: EN500-C1 VULCAN Vehicle ID #: JKAENVA17TA100066 Vehicle License #: DAK956 State GA Magistrate Court Case No.: 20-L-02368
 Vehicle Make: FORD Year: 2016 Model: F-250 LARIAT Vehicle ID #: 1FT7W2BTG1EA11537 Vehicle License #: LCH6054 State TX Magistrate Court Case No.: 20-L-02365
 10/9,16-2020

MDJ-1014 GPN-17

Auctions/Public Sale
 Notice is hereby given that undersigned intend to sell the personal property on November 2, 2020 at Powder Springs Self Storage 3765 Powder Springs Rd., Powder Springs, GA 30127, described below to enforce a lien imposed on said property pursuant to the Georgia Self Storage Facility Act, Georgia Code Section 10-4-210-10-4-215. The undersigned will sell at public Bidding online at www.storageauctions.com. The bidding starts October 27, 2020 ends November 2, 2020 at 10am.
 E69: Tonyo Dahlberg/ Furniture, electronics
 D1: Billie Jo Green/ Tools, Electronics
 C50: John Gilbert/ Tools, Antiques
 10/16,23-2020

NISSAN 2004 FRONTIER InoD-226T04C450655 RJN6615 GA 20-L-02425
 PONTIAC 2001 AZTEK 3G7-DA03E31S517615 CCF1544 GA 20-L-02426
 SUZUKI 2006 GSX-R 1000 JS1GT76A262110134 NO TAG 20-L-02427
 TOYOTA 1999 COROLLA 1NXBR12E3XZ218901 RVR5311 GA 20-L-02428
 TOYOTA 2001 CAMRY SOLARA 2T1CF28P41C489082 NO TAG GA 20-L-02429
 10/9,16-2020

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 950 Allgood Rd, Marietta GA 30062. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 10/23/2020. Answer forms may be found in the Magistrate Court Clerks office located at: 32 Waddell St SE, Marietta GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
 VEHICLE MAKE: BMW VEHICLE YEAR: 2005 VEHICLE MODEL: 325CI VEHICLE ID# WBABW334X5PX83444 TAG: RL19863 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02444
 VEHICLE MAKE: INFINITI VEHICLE YEAR: 2001 VEHICLE MODEL: I-30 VEHICLE ID# JNKKA31AX1T033217 TAG: NO TAG STATE: MAGISTRATE COURT CASE NO: 20-L-02443
 VEHICLE MAKE: TOYOTA VEHICLE YEAR: 2000 VEHICLE MODEL: 4RUNNER SR5 VEHICLE ID# JT3GN86R3Y0137079 TAG: RQN3905 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02442
 VEHICLE MAKE: CADILLAC VEHICLE YEAR: 2012 VEHICLE MODEL: SRX LUXURY VEHICLE ID# 3GYFNAE36CS581581 TAG: CML5081 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02441
 VEHICLE MAKE: SATURN VEHICLE YEAR: 2008 VEHICLE MODEL: VUE VEHICLE ID# 3GSC133P285603345 TAG: PTK3037 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02440
 VEHICLE MAKE: CHEVROLET VEHICLE YEAR: 2015 VEHICLE MODEL: CRUZE VEHICLE ID# 1G1PC5S87F714125 TAG: RKA3176 STATE: GA MAGISTRATE COURT CASE NO: 20-L-02439
 VEHICLE MAKE: LINCOLN VEHICLE YEAR: 2003 VEHICLE MODEL: TOWN CAR VEHICLE ID# 1LNHM84W53Y650674 TAG: NO TAG STATE: MAGISTRATE COURT CASE NO: 20-L-02438
 VEHICLE MAKE: DODGE VEHICLE

Magistrate Court Case No.: 20-L-02404
 Vehicle make: CADILLAC Year: 2000
 Model: DEVILLE
 Vehicle ID# 1G6KDD54Y3YU25095
 Vehicle License #: 5N30W0 State: TN
 Magistrate Court Case No.: 20-L-02405
 10/9,16-2020

MDJ-1055 GPN-16 NOTICE OF PUBLIC HEARING CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on October 19 and November 2, 2020 at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Chapter 6, entitled "Alcoholic Beverages", of the Code of Ordinances of the City of Kennesaw, Georgia, so as to amend Section 6-1, 6-3, and 6-52 of said Chapter regarding retail establishments within Entertainment Districts serving alcohol without maintaining full-service kitchens and establishments licensed to serve alcohol within Entertainment Districts using mobile food vendors to satisfy food services requirements within the City limits of Kennesaw, Georgia. Copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.
 10/9,16,23-2020

MDJ-1056 GPN-10 IN THE INTEREST OF: IN THE JUVENILE COURT OF COBB COUNTY, GEORGIA BABY W; SEX-M; AGE-1; DOB: 6-28-19; CASE # 19-CV-3123-06. NOTICE OF SUMMONS

TO: Jennifer Whinery and any male person claiming a parental interest in the above referenced child. The mother of the above referenced child is Jennifer Whinery. The identity of the child's father is unknown.
 YOU ARE FURTHER NOTIFIED that a petition for termination of parental rights in regard to the above referenced child was filed in the Juvenile Court of Cobb County, Georgia, on the 4th day of December, 2019 and that by reason of an Order for service by publication entered by the court on the 1st day of October, 2020:
 YOU ARE HEREBY COMMANDED AND REQUIRED to appear before the Juvenile Court of Cobb County Georgia, in Marietta, Georgia, on the 16th day of December, 2020, at 2:00 o'clock p.m. The hearing is for the purpose of determining whether parental rights should be terminated. The effect of a termination judgment as set forth under O.C.G.A. §15-11-284 includes the following: Georgia law provides that you (i.e., a parent) can permanently lose your rights as a parent. A petition to terminate parental rights has been filed requesting the juvenile court of Cobb County, Georgia, to terminate your parental rights to your child (i.e., the above child). If you fail to appear at the hearing on the petition for termination of parental rights, then the court can terminate your parental rights in your absence. If the court at

2) 2016 DODGE CHALLENGER
 2C3CDZBT3GH172448
 10/9,16-2020

MDJ-1128 GPN-17 PUBLIC AUCTION

On October 27th, 2020 at 11:00 am or thereafter, this auction will be held at www.storageauctions.com for Kennesaw Self Storage, (770)422-4212 the property will auction following units to satisfy the owner's lien as provided for by the Georgia Self Storage Facility Act Georgia Code 10-4-210. All units will be awarded to the highest bidder. Cash will be the only form of acceptable payment for winning bids. Kennesaw Self Storage reserves the right to withdraw any unit from sale. Any RV, Boat, or other type of Motor Vehicles are sold "AS IS", for "PARTS ONLY", no titles or registrations are given.
 Ella Anderson-Sellers - E011
 James Crowe - H005 & H006
 James Wynn - H046
 Leila Duncan - I011 & I012
 Anthony Hobbs - D040
 10/9,16-2020

MDJ-1130 GPN-17 ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

Vehicle Make: Mazda Year: 1994
 Model: MX6 Vehicle ID #: 1YVGE31D1R5116448 Vehicle License #: BKQ9326 State: GA
 Present location of vehicle: Mante General Mechanic #3, 4967 Austell Rd., Austell GA 30106.
 You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.
 Anyone with an ownership interest in this vehicle may file an answer to this petition on or before: 10/22/20.
 Answer forms may be found in the Magistrate Court Clerks office located at: 32 Waddell St. SE, Marietta GA 30090.
 Forms may also be obtained online at www.georgiamagistratecouncil.com.
 10/9,16-2020

MDJ-1131 GPN-17

ABANDONED MOTOR VEHICLE
 The following vehicle has been deemed abandoned and will be sold at public auction on 10/23/20 at 10:00 AM if not claimed. The vehicle is located at: My Two Sons Auto Repair LLC, 2050 Veterans Memorial Hwy, Austell GA 30168. Vehicle: 1997 Honda Accord 1HGCD5658VA051640
 10/9,16-2020

MDJ-1132 GPN-17

ABANDONED MOTOR VEHICLE
 The following vehicle has been deemed abandoned and will be sold at public auction on 10/23/20 at 10:00 AM if not claimed. The vehicle is located at: Star Import Services LLC, 1155 South Cobb Dr., Marietta GA 30060. Vehicle: 2001 Mercedes S Class WDBNG73J81A194575
 10/9,16-2020

for such appointment, then the court will appoint counsel at no cost if the party is unable, without financial hardship, to employ counsel.

Witness the Honorable
 Amber N. Patterson,
 Presiding Judge of said court.
 This 7th day of October, 2020.
 SHONELL SFREDDO, CLERK
 JUVENILE COURT OF
 COBB COUNTY
 10/16,23,30; 11:6-2020

MDJ-1166 GPN-16

NOTICE OF PUBLIC HEARING
 In accordance with O.C.G.A. §32-7-2, notice is hereby given that on October 27, 2020, the Cobb County Board of Commissioners will conduct a Public Hearing for the proposed closing and abandonment of the improved right-of-way of Young Street, located in Land Lot 694 of the 17th District, 2nd Section, Cobb County, Georgia. Plans of the improved right-of-way that is proposed to be closed and abandoned can be viewed at the offices of the Cobb County Department of Transportation, 1890 County Services Parkway, Marietta, Georgia.
 This public hearing will be held in the 2nd Floor Commissioners' Meeting Room, Cobb County Building A, 100 Cherdree Street, Marietta, Georgia, at 7:00 pm.
 10/16,23-2020

MDJ-1167 GPN-17

**ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT**
 You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: 2615 S Main St, Kennesaw GA 30144. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 11/01/2020
 Answer forms may be found at the Magistrate Court Clerks office located at: 32 Waddell St SE, Marietta, GA 30090. Forms may also be obtained online at www.georgiamagistratecouncil.com.
 Vehicle Make: KIA Year: 2003 Model: SEDONA
 Vehicle ID #: KNDUP131236394951
 Magistrate Court Case No.: 20L02476
 Vehicle Make: KIA Year: 2016 Model: RIO
 Vehicle ID #: KNADM4A37G6639759
 Magistrate Court Case No.: 20L02475
 Vehicle Make: LINCOLN Year: 2006 Model: TOWN CAR
 Vehicle ID #: 1LNHM81W56Y603296
 Magistrate Court Case No.: 20L02473
 Vehicle Make: MERCURY Year: 2004 Model: MOUNTAINEER
 Vehicle ID #: 4M2ZU86K64UJ02690
 Magistrate Court Case No.: 20L02471
 Vehicle Make: CHEVROLET Year: 2007 Model: SUBURBAN
 Vehicle ID #: 1GNFC16J97J216853
 Magistrate Court Case No.: 20L02477
 Vehicle Make: KIA Year: 2012 Model: OPTIMA

Vehicle make: GMC Year: 2003
 Model: YUKON
 Vehicle ID#: 1GKFK66U93J280263
 Vehicle License: RQD3243 State: GA
 Vehicle make: GMC Year: 2002
 Model: ENVOY
 Vehicle ID#: 1GKDT135522443137
 Vehicle License: 77417X3 State: TX
 Vehicle make: HONDA Year: 2006
 Model: ODYSSEY
 Vehicle ID#: 5FNRL38726B454777
 Vehicle License: PHZ2391 State: GA
 Vehicle make: DODGE Year: 2003
 Model: NEON SE
 Vehicle ID#: 1B3ES26C93D206851
 Vehicle License: RVH3128 State: GA
 Vehicle make: HONDA Year: 2006
 Model: ODYSSEY EXL
 Vehicle ID#: 5FNRL38736B129328
 Vehicle License: RAY4610 State: GA
 Vehicle make: NISSAN Year: 1996
 Model: MAXIMA GLE/GXE/SE
 Vehicle ID#: JN1CA1D3T7748495
 Vehicle License: REP2270 State: GA
 Vehicle make: MITSUBISHI Year: 2015 Model: MIRAGE ES
 Vehicle ID#: ML32A4HJ5FH039402
 Vehicle License: NA State: GA
 Vehicle make: JEEP Year: 2009 Model: LIBERTY SPORT
 Vehicle ID#: 1J8GN28K99W531282
 Vehicle License: 232BC6 State: AL
 Vehicle make: NISSAN Year: 2009 Model: ALTIMA 2.5S
 Vehicle ID#: 1N4AL24EX9C179016
 Vehicle License: NA State: GA
 Vehicle make: CHEVROLET Year: 2014 Model: MALIBU LS
 Vehicle ID#: 1G11B5SL4EF171866
 Vehicle License: NA State: GA
 Vehicle make: NISSAN Year: 2017 Model: VERSA S PLUS
 Vehicle ID#: 3N1CN7AP4HL862948
 Vehicle License: NA State: GA
 Vehicle make: HONDA Year: 2001 Model: CIVIC EX
 Vehicle ID#: 2HGES26721H610769
 Vehicle License: NA State: GA
 Vehicle make: DODGE Year: 2007 Model: GRAND CARAVAN SXT
 Vehicle ID#: 2D4GP44L87R322233
 Vehicle License: RGF6970 State: GA
 Vehicle make: KAWASAKI Year: 2004 Model: KLX110-A1
 Vehicle ID#: J1KAL2SA124DA15266
 Vehicle License: NA State: GA
 Vehicle make: CHEVROLET Year: 1999 Model: S10
 Vehicle ID#: 1GCCS19X0X819742
 Vehicle License: NA State: GA
 Vehicle make: TOYOTA Year: 1997 Model: CAMRY
 Vehicle ID#: 4T1B622K1VU759721
 Vehicle License: CDR7616 State: GA
 Vehicle make: JEEP Year: 2008 Model: COMMANDER LIMITED
 Vehicle ID#: 1J8HJ58228C134884
 Vehicle License: REP2020 State: GA
 Vehicle make: COOLSTER Year: 2020 Model: 80
 Vehicle ID#: L6ZDCJLA2L1002955
 Vehicle License: NA State: GA
 10/16,23-2020

MDJ-1172 GPN-17

**ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT**
 You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of Cobb County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt.

GPN-17

Auctions/Public Sale

Notice is hereby given that undersigned intend to sell the personal property on November 2, 2020 at Powder Springs Self Storage 3765 Powder Springs Rd., Powder Springs, GA 30127, described below to enforce a lien imposed on said property pursuant to the Georgia Self Storage Facility Act, Georgia Code Section 10-4-210-10-4-215. The undersigned will sell at public bidding online at www.storage-treasures.com.

The bidding starts October 27, 2020 ends November 2, 2020 at 10am. E69: Tonya Dahlberg/ Furniture, electronics

D1: Billie Jo Green/ Tools, Electronics
C50: John Gilbert/ Tools, Antiques
10-16-23-2020

MDJ-1055

GPN-16

NOTICE OF PUBLIC HEARING
CITY OF KENNESAW

Notice is hereby given the Mayor and Council of the City of Kennesaw, Georgia will conduct public hearings on October 19 and November 2, 2020 at 6:30 p.m. in the City Council Chambers, Kennesaw City Hall at 2529 J.O. Stephenson Avenue, Kennesaw, Georgia 30144 to consider an Ordinance to amend Chapter 6, entitled "Alcoholic Beverages", of the Code of Ordinances of the City of Kennesaw, Georgia, so as to amend Section 6-1, 6-3, and 6-52 of said Chapter regarding retail establishments within Entertainment Districts serving alcohol without maintaining full-service kitchens and establishments licensed to serve alcohol within Entertainment Districts using mobile food vendors to satisfy food services requirements within the City limits of Kennesaw, Georgia. Copy of the proposed Ordinance is on file in the Office of the City Clerk during normal business hours, Monday-Friday, 8:00 a.m. to 5:00 p.m. for public viewing.

10-16,23-2020

MDJ-1056

NOTICE OF PUBLIC SALE

The following self-storage Cube contents containing household and other goods will be sold for cash by CubeSmart 4676 S. Atlanta Rd. Atlanta, GA 30339 to satisfy a lien on November 11, 2020 at approx. 12PM at www.storage-treasures.com)
Cube # 1141 - Sean Peebles
Cube # 1141 - Kalima Robertson
Cube # 1180 - Kalima Robertson
Cube # 1610 - Dorcy Harris
Cube # 2179 - Shannon Moman
Cube # 2517 - Christian Hardy
Cube # 3516 - Tamisha Jackson-Young
Cube # 2519 - 2520 - Scott Callan
10-23,30-2020

MDJ-1159

GPN-17

PUBLIC SALE

Pursuant to the Georgia Storage Facility Act, Alpha Omega Stor All shall Conduct a public sale on the following spaces at 4905 Oglesby Road, Powder Springs, GA. 30127 OCTOBER 26th, 2020 @ 1:30 pm. Alpha Omega Stor All Reserves the right to exclude any item for such sale and reject any bids.
0206 DEDRIC TOWNSEND
HOUSEHOLD GOODS
0290 DARRELL WALTON
HOUSEHOLD GOODS
0381 LEWIS MEEKS
HOUSEHOLD GOODS
0455 DONNA HAYES
HOUSEHOLD GOODS
0601 JOHN BOBBITT
HOUSEHOLD GOODS
0711 SCARLA WATSON
HOUSEHOLD GOODS
0726 DENNIS WILLS
HOUSEHOLD GOODS
0916 TILMON MCREYNOLDS
HOUSEHOLD GOODS
1173 ANDREA RIGGS
HOUSEHOLD GOODS
10-16,23-2020

MDJ-1160

GPN-10

IN THE JUVENILE COURT OF
COBB COUNTY, GEORGIA
IN THE INTEREST OF:

IN RE: J.W. SEX - M; DOB: 10-27-07;

Magistrate Court Case No.: 20L02472
Vehicle Make: NISSAN Year: 2004
Model: XTERRA
Vehicle ID #: 5N1ED28T34C611497
Magistrate Court Case No.: 20L02474
10-16,23-2020

MDJ-1168

GPN-17

ABANDONED MOTOR VEHICLE
ADVERTISEMENT NOTICE
(TOWING OR STORAGE COMPANY)

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. The vehicles are currently located at 4182 OLD AUSTELL ROAD POWDER SPRINGS GA 30127. The vehicles subject to liens as stated above are identified as:
Vehicle Make: HONDA Year: 2006
Model: ACCORD
Vehicle ID #: 1HGCM56356A146608
Vehicle License #: RSN6009 State GA
Vehicle Make: FORD Year: 2004
Model: EXPLORER
Vehicle ID #: 1FMZU63WX4UB88907
Vehicle License #: PGB3637 State GA
Vehicle Make: HONDA Year: 2009
Model: FIT
Vehicle ID #: JHMGE88459S063066
Vehicle License #: PJR1593 State GA
Vehicle Make: HYUNDAI Year: 2011
Model: SONATA GLS
Vehicle ID #: SNPEB4AC7BH246453
Vehicle License #: LTFG80 State FL
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
WEST COBB TOWING
4182 OLD AUSTELL RD
POWDER SPRINGS GA 30127
770-943-4961
10-16,23-2020

MDJ-1170

GPN-17

ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

REVISED Case Numbers-You are hereby notified, in accordance with

location of the vehicle is: 344 Kaitleen Dr. Se, Marietta GA 30067. Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 11/01/2020.
Answer forms may be found in the Magistrate Court Clerk's office located at: 32 Waddell St SE, Marietta, GA 30090.

Forms may also be obtained online at www.georgiamagistratecouncil.com
Vehicle make: FORD Year: 2002
Model: EXPEDITION
Vehicle I.D# 1FMRU17W72LA20500
Vehicle License #: NA State:
Magistrate Court Case No.: 20-L-02448
Vehicle make: FORD Year: 2000
Model: EXPEDITION
Vehicle I.D# 1FMPU16L4YLC10360
Vehicle License #: NA State:
Magistrate Court Case No.: 20-L-02447
Vehicle make: MITSUBISHI Year: 2008
Model: ENDEAVOR
Vehicle I.D# 4A4MM21578E011716
Vehicle License #: RFB5313 State: GA
Magistrate Court Case No.: 20-L-02449
Vehicle make: DODGE Year: 1999
Model: CARAVAN
Vehicle I.D# 2B4GP25G5XR368988
Vehicle License #: AZD4066 State: GA
Magistrate Court Case No.: 20-L-02460
Vehicle make: BUICK Year: 2001
Model: CENTURY
Vehicle I.D# 2G4WS52J311320860
Vehicle License #: 604DAN State: OR
Magistrate Court Case No.: 20-L-02457
Vehicle make: CHRYSLER Year: 2006
Model: PT CRUISER
Vehicle I.D# 3A4FY48B26T30521S
Vehicle License #: NA State:
Magistrate Court Case No.: 20-L-02445
Vehicle make: CHEVROLET Year: 2007
Model: EQUINOX LS
Vehicle I.D# 2CNDL13F876078649
Vehicle License #: 54975PD State: PA
Magistrate Court Case No.: 20-L-02465
10-16,23-2020

MDJ-1185

GPN-17

VEHICLE LIENS

You are hereby notified, in accordance with O.C.G.A. Section 40-11-9.1 that petitions were filed in the Magistrate Court of Cobb County to foreclose liens

00 GMC
1GKEK13T7YJ130699
95 HONDA
1HGCD5668SA117530
99 HONDA
1HGCG5545XA010269
04 HONDA
1HGCM56884A109528
05 HONDA
1HGCM564XSA011048
06 HONDA
1HGCM713X6A023468
08 HONDA
1HGCP368X8A058180
00 HONDA
1HGEJ148YL131711
96 HONDA
456CK58V3T4410764
09 HYUNDAI
KMHDDU46D19U794242
08 INTERNATIONAL
3HTMY5KM78N643585
05 LEXUS
JTHBA30G95S099513
11 MAZDA
JM1BL1VF7B1363458
05 MAZDA
1YVHP80C455M25300
03 MAZDA
JM1BJ2258132109608
00 MERCEDES
WDBJF65J3YB089617
06 NISSAN
1N4BL1DX6C203000
02 NISSAN
3N1AB51D32L704201
04 NISSAN
5N1BV28U14N324396
02 NISSAN
5N1ED28T62C526683
04 NISSAN
5N1ED28T54C648843
93 TOYOTA
4T1SK12EXP0255643
97 TOYOTA
4T1BG22K2VU124622
94 TOYOTA
1NXAE09B1RZ168192
99 TOYOTA
1NXBR12E3XZ243832
02 TOYOTA
1NXBR12E7Z2605279
04 TOYOTA
1NXBR32E54Z321163
98 TOYOTA

YUKON
ACCORD
ACCORD
ACCORD
ACCORD
ACCORD
CIVIC
PASSPORT
ELANTRA
4300 BOX
ES 330
3
6
PROTÉGÉ
E CLASS
ALTIMA
SENTRA
QUEST
XTERRA
XTERRA
CAMRY
CAMRY
COROLLA
COROLLA
COROLLA
COROLLA
RAV4

NISSAN 2010 VERSA
3N1BC1AP2AL358077 SAC5866 GA
UTILITY 5x12 TRAILER NO VIN NO
TAG
TOYOTA 2003 AVALON
4T1BF28B03U321117 RJN0170 GA
TOYOTA 2007 CAMRY
4T1BE46K97U193645 10888QC GA
OTHR 2020 GATOR 50-S3 MOPED
L2BB9NCC4LB603389 NO TAG GA
Anyone with an ownership interest in any of these vehicles should contact the following business immediately:
BARROW WRECKER SERVICE
2261 DIXIE AVE
SMYRNA GA 30080
770-435-8945
10-16,23-2020

MDJ-1257

GPN-17

PUBLIC AUCTION

Notice is given that Markce Barbard is indebted to Hillcrest Storage. Auction will be conducted online at www.Storage-treasures.com ending Nov. 3, 2020 at 10 AM. Hillcrest Storage reserves the right to bid on any unit. Sale of a unit is subject to cancellation in the event of a settlement between Landlord and obligated party. Unit#93, chairs, dresser, old tv, boxes, bed and frame, lamps, etc.
10-16,23-2020

MDJ-1261

GPN-17

ABANDONED MOTOR VEHICLE
PETITION ADVERTISEMENT

Vehicle Make: Mercedes Year: 2007
Model: S Class Vehicle ID #: WDDNG71X47A052313
Vehicle License #: No Tag Present
Location of vehicle: 6289 Bankhead Hwy Suite 19, Austell, GA 30168
You are hereby notified that a petition was filed in the Magistrate Court of Cobb County to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt. Anyone with an ownership interest in this vehicle may file an answer to this petition on or before 11/10/2020. Answer forms may be found in the Magistrate Court Clerk's office located at 39 Waddell St.



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of the October 12, 2020 Mayor and Council work session minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Minutes	10/22/2020	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
October 12, 2020 6:30 PM
Council Chambers

I. PLEDGE OF ALLEGIANCE

II. CALL TO ORDER

Mayor Easterling called the regularly scheduled Work Session to order at 6:30 PM from the Council Chambers and via Facebook Live. All members of Council were present with Mayor Pro Tem Ferris and Councilmember Eaton participating via Zoom Meeting. Staff present: City Attorney Randall Bentley Sr., Attorney Sam Hensley, Jr., Attorney Fred Bentley, Jr., City Manager Jeff Drobney, Assistant City Manager Marty Hughes, City Clerk Lea Addington, Zoning Administrator Darryl Simmons, Finance Director Gina Auld, Public Works Director Ricky Stewart, Economic Development Director Luke Howe, and Parks and Recreation Director Steve Roberts.

III. 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/>

IV. PRESENTATIONS

- A. Promotional Announcement:
Introduction of newly promoted Officers:
- James Crane was formally promoted to the rank of Sergeant on April 18, 2020
 - Armando Sanchez was formally promoted to the rank of Sergeant on June 13, 2020
 - Rick Shumpert was formally promoted to the rank of Captain August 22, 2020
 - Mark Webster was formally promoted to the rank of Lieutenant September 5, 2020

Congratulations to these fine officers.

The promotional announcement presentation will be conducted at the regularly scheduled Mayor and Council meeting on October 19, 2020.

- B. We would like to recognize Detective Brian Moon and Officer Matt Smith for their nominations to the Cobb County Chamber Public Safety Award of Merit. Special congratulations to Officer Matt Smith for receiving the Cobb County Chamber Public Safety Award of Merit. Officer Smith was presented his award on October 5, 2020 during the Chamber's Public Safety Appreciation Luncheon.

Recognition of Detective Brian Moon and Officer Matt Smith for their nominations to the Cobb County Chamber Public Safety Award of Merit will be at the regularly scheduled Mayor and Council meeting on October 19, 2020.

V. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

VI. OLD BUSINESS

VII. NEW BUSINESS

VIII. COMMITTEE AND BOARD REPORTS

IX. PUBLIC HEARING(S)

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

- A. FIRST PUBLIC HEARING: Approval of ORDINANCE to amend Chapter 6 "Alcoholic Beverages," Sections 6-1, 6-3, and 6-52 of the Code of Ordinances. This ordinance amends Chapter 6 to include retail establishments within the entertainment districts serving alcohol without maintaining a full-service kitchen and establishments licensed to serve alcohol within the entertainment districts using mobile food vendors to satisfy food service requirements within the city limits. Other updates include revisions to the fee schedule for alcohol licenses to give more clarity. Finance Director recommends approval

Attorney Sam Hensley, Jr. presented the first public hearing of an ordinance to amend Chapter 6 "Alcoholic Beverages," Section 6-1, 6-3, and 6-52 of the Code of Ordinances. Finance Director Gina Auld clarified Council questions regarding the revisions to the fee schedule and shared the revisions are marketable compared with other jurisdictions.

[Zoning Administrator presented items X-B and X-C concurrently].

- B. Authorization for ORDINANCE approving rezoning request for property located at 1320 Lockhart Drive. Applicant York Acquisitions, LLC. requests to rezone 7.04 acres from Office Institutional (OI) and Light Industrial (LI) to Purpose Built Student Housing (PBSH). Applicant filed application to rezone property from OI & LI to Purpose Built Student Housing district to construct a student housing development consisting of 424 beds. MDJ Legal ads ran September 18 & 25, 2020. City staff received request submitted by Kevin Moore, attorney for applicant, dated October 5, 2020 to table this item to the November 4, 2020 Planning Commission meeting and the November 16, 2020 Mayor and Council meeting. This will allow the applicant to address comments and recommendations received from the Cobb DOT as well as comments from a community outreach meeting held on October 1, 2020. The Planning Commission, at their regularly scheduled meeting on October 7, 2020, motioned to accept the request to table application. Vote taken 6-0. Staff recommendation: Zoning Administrator recommends accepting request to table application to the November public hearing dates of November 4 and 16, 2020.

Zoning Administrator Darryl Simmons presented an ordinance approving a rezoning request for property located at 1320 Lockhart Drive as well as a variance application. As a result of the applicant receiving a number of public comments from a community outreach meeting and the submittal of the application to Cobb Department of Transportation for comments as well, the recommendation is to postpone the public hearings to the regularly scheduled Planning Commission meeting on November 4, 2020 and the regularly scheduled Mayor and Council meeting on November 16, 2020 to allow for more time to review and address all comments received.

Mayor Easterling confirmed the floor will be opened for public comment at the regularly scheduled Mayor and Council meeting on October 19, 2020.

- C. Variance application submitted by applicant York Acquisitions, LLC. The variances requested 1) an increase in allowable bedroom density and 2) the waiving of the requirement to access the project from a major collector or arterial street. The variances are associated with proposed construction of purpose built student housing. Subject property contains 7.04 acres.

Applicant submitted variance application for the following variances: 1) an increase in allowable bedroom density and 2) the waiving of the requirement to access the project from a major collector or arterial street. Property was posted on September 22, 2020. Legal ads ran in the MDJ on September 18 & 25, 2020. City staff received request submitted by attorney Kevin Moore, attorney for the applicant, requesting the tabling of the application to the November 4, 2020 Planning Commission and November 16, 2020 Mayor and Council meeting. The Planning Commission, at their regularly scheduled meeting on October 7, 2020, motioned to accept the request to table the application to the November hearing dates. Vote 6-0 to table request. Staff recommendation: Zoning Administrator recommends accepting request to table application to the November public hearing dates of November 4 & 16, 2020.

Mayor Easterling asked for the property address to be listed in the variance agenda item for consistency and clarity.

- D. Authorization for ORDINANCE approving request for rezoning submitted by Xiue Sun for property located at 3461 Cherokee Street. Property located in Land Lot 99, Tax Parcel 123. Said request to rezone .397+/- acre tract from **City R-15 to City NRC (Neighborhood Retail Commercial)**. Application was advertised in the Marietta Daily Journal on September 18, 2020 and September 25, 2020 with the property posted by city staff on September 22, 2020. The Planning Commission at a meeting held on October 7, 2020 made recommendation to approve the rezoning with a condition of a reversionary clause that requires the property owner to obtain building permits and initiate construction on property within twenty four months of approval . Failure to meet the condition will result in property reverting back to original R-15 zoning. Vote 6-0. Staff Recommendation: Zoning Administrator recommends approval of rezoning from R-15 to NRC zoning with the reversionary condition as recommended by the Planning Commission.

Zoning Administrator Darryl Simmons presented an ordinance approving a rezoning request for property located at 3461 Cherokee Street. The applicant is struggling to find the best use for the property and is well aware of the responsibility that follows if granted the rezoning. The Planning Commission recommended to approve the rezoning with a condition of a

reversionary clause.

- E. Approval of variance request submitted by applicant Timothy Farmer for property located at 2810 Mack Dobbs Road. Variance request is to reduce the City stream buffer of 50 feet in order to construct a new home.

Variance requested by applicant to encroach into the City of Kennesaw's stream buffer in order to construct new residential home. Property posted on September 22, 2020. Legal ads run in Marietta Daily Journal on September 18 & 25, 2020. Planning Commission held their meeting on October 7, 2020 and recommended approval of reduction of stream buffer to facilitate home construction. Vote 5-1 with Don Bergwall voting no. Staff Recommendation: Zoning Administrator recommends approval to encroach into City stream buffer zone.

Zoning Administrator Darryl Simmons presented a variance request for property located at 2810 Mack Dobbs Road. The applicant would like to utilize the back part of the property to build a home and would need to cross a stream to access it. The applicant must meet all development standards including making sure the property is platted and that a separate address for the tract will be completed.

Councilmember Blinkhorn asked Mr. Simmons for answers regarding how the applicant will control increased run off. He states the applicant should be held to the same standards we hold developers.

Mr. Simmons said he would discuss this with the applicant and add it as a condition.

- F. Approval of variance request to reduce stream buffer due to encroachment was submitted by applicant, Tellus Partners. Subject property is located in District 20, land lot 99, parcels 60 and 427. Subject parcels are part of the East Park Mixed Use Development.

Applicant submitted variance request to encroach into the City of Kennesaw 50 feet stream buffer zone. The variance was requested due to the placement of proposed multifamily building and associated grading activity within the buffer zone. Property was posted on September 22, 2020. Legal ads run in Marietta Daily Journal on September 18 & 25, 2020. Planning Commission, at their regularly scheduled meeting on October 7, 2020, recommended approval of the encroachment into the stream buffer zone. Vote 6-0. Staff Recommendation: Zoning Administrator recommends approval to encroach into the 50 feet stream buffer zone due to placement of building and grading activity.

Mr. Simmons presented a variance request by Tellus Partners to encroach into the City of Kennesaw's 50 feet stream buffer zone. The encroachment will only occur on the private property controlled by the applicant.

X. CONSENT AGENDA

- A. Approval of the September 28, 2020 Mayor and Council work session minutes.
- B. Approval of the September 28, 2020 Mayor and Council executive session minutes.

- C. Approval of October 5, 2020 Mayor and Council meeting minutes.
- D. On October 1, 2020, Gerald Weinberg and Jovita Casas-Weinberg purchased two (2) cemetery lots in the Kennesaw City Cemetery. The lots are located in Section III, Plot 13, Lot C and D. Authorize the Mayor to sign the supporting deed for purchase of the lot. City Clerk recommends approval.

DEPARTMENT REPORTS

XI. GENERAL AND ADMINISTRATIVE

GINA AULD, Finance Director

XII. PUBLIC SAFETY

BILL WESTENBERGER, Police Chief
LINDA DAVIS, 911 Communications Director

XIII. INFORMATION TECHNOLOGY

RICK ARNOLD, Operations Specialist
JOSHUA GUERRERO, Systems Administration Specialist

XIV. PUBLIC WORKS

RICKY STEWART, Public Works Director
ROBBIE BALENGER, Facilities Manager

- A. Approval of RESOLUTION for an offer and proceed with closing on tracts 4 and 8 for Keene Street and Burrell Court rights of way abandonment.
On May 18, 2020, Council approved a resolution to start the abandonment process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. Core Property Capital has submitted an offer for tracts 4 and 8 to exchange the abandoned rights of way areas of 29,882 sf for the future dedication of new rights of way areas of 44,431 sf. CPC will also provide a performance bond equal to the value of the abandoned right of way (\$448,230.00), provide an executed quitclaim deed transferring the new right of way to the City and provide an executed Escrow Agreement to be recorded in the county records under which the City Attorney will hold the quitclaim deed in escrow until the new right of way is ready to be dedicated. The appraised value of the 29,882 sf of abandoned rights of way is \$15.00/sf and equates to a value of \$448,230.00 and the future 44,431 sf of new rights of way equates to \$666,465.00. The Public Works Director recommends approval of the offer.

Public Works Director Ricky Stewart presented a resolution for an offer by Core Property Capital and to proceed with closing on tracts 4 and 8 for Keene Street and Burrell Courts rights of way abandonment. Core is proposing an exchange which is in line with the previously approved joint development agreement. Attorney Fred Bentley, Jr. provided further explanation to Council.

- B. Approval of RESOLUTION to permanently close Keene Street and Burrell Court.
On May 18, 2020, Council approved a resolution to start the abandonment

process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. On October 19, 2020, Council will vote on an offer that was submitted by Core Property Capital for tracts 4 and 8. Contingent on the approval of the offer by Council and to aid with CPC's ability to begin work on their project, a request has been submitted to permanently close Keene Street and Burrell Court to the extents of the rights of way abandonment. The Public Works Director recommends approval of the request.

Public Works Director Ricky Stewart presented the resolution to permanently close Keene Street and Burrell Court. Mr. Stewart explained that if Council approves item XIV-A, Core would like to permanently close Keene Street and Burrell Court during the abandonment.

XV. RECREATION AND CULTURE

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

- A. DISCUSSION ONLY: Day with Santa and Tree Lighting.
Discussion about the set up and overall plans for Day with Santa and the Tree Lighting.

Parks and Recreation Director Steve Roberts, along with Special Event Coordinator Brittani Farmer, shared how the department plans to conduct Day with Santa and the Tree Lighting with public safety as a priority including a socially distanced photo with Santa and a reversed parade.

XVI. COMMUNITY DEVELOPMENT

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

- A. DISCUSSION ONLY: Update regarding Walton Ridenour project.
In November 2019, the Kennesaw Development Authority approved an inducement resolution related to the Walton Ridenour apartments, to facilitate the acquisition, rehabilitation and equipping of an approximately 260-unit multifamily rental apartment complex located in the City of Kennesaw currently known as "Walton Ridenour Apartments". In June 2020, M&C approved a resolution allowing the Housing Authority of Cobb County to operate within the city limits for the sole purpose of participating in ownership, renovation, and operation of the existing Walton Ridenour Project. The June 2020 resolution referenced a "yet to be negotiated revenue sharing agreement(s) with the City and any applicable City related entities executed within 90 days of the adoption of this resolution." Legal has made progress in negotiating the revenue sharing agreement and will provide an update to Mayor & Council regarding the project and said agreement.

Attorney Fred Bentley, Jr. and Gordon Mortin of Raymond James discussed the negotiations of the revenue sharing agreement between the Kennesaw Development Authority and the Cobb County Housing Authority which will require an amendment to the Resolution No. 2020-23, 2020 passed on July 6, 2020.

The item was placed on the agenda for action at the regularly scheduled Mayor and Council meeting on October 19, 2020.

- B. Approval of RESOLUTION for an agreement for professional services between RKG Associates, Inc. and the City of Kennesaw for an Economic Development Strategy and Implementation Plan.

In March 2020 (prior to normal business interruptions related to COVID-19), the Economic Development department issued a request for proposals (RFP) for professional services to complete an Economic Development Strategy and Implementation Plan. Four proposals were received and scored. RKG Associates, Inc submitted the best scoring proposal. The attached resolution will approve the selection of RKG Associates, Inc. and authorize the Mayor to sign and execute the service agreement with RKG Associates, Inc. The Economic Development Director recommends approval.

100.7500.52.1250

100.7500.52.1260

780.7880.52.1250

Economic Development Director Luke Howe presented the resolution to approve the selection of RKG Associates Inc., for professional services regarding an Economic Development Strategy and Implementation Plan and to authorize the Mayor to sign and execute the service agreement.

Mayor Easterling suggested the item be moved to the Consent Agenda and received a visual confirmation from Council.

XVII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

XVIII. CITY MANAGER'S REPORT (Jeff Drobney)

- A. City Manager reports, discussions and updates.

No items.

- B. Approval of Big Shanty Festival Street Closures.

Starting Friday, November 6, 2020 at 6:00 PM until Sunday, November 8, 2020

at 8:00 PM: J.O. Stephenson Ave from Main Street to Dallas Street; Cherokee Street from Main Street to Shirley Drive/ Big Shanty Drive and Watts Drive from Dallas Street to Main Street.

Saturday, November 7, 2020 at 6:00 AM until Sunday, November 8, 2020 at 8:00 PM: Main Street from Summers Street to Lewis Street.

Communications and Engagement Manager Rebecca Graham presented the road closures for the 2020 Big Shanty Festival.

Mayor Easterling suggested the item be moved to the Consent Agenda and received a visual confirmation from Council.

XIX. 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.

XX. COUNCIL COMMENTS

XXI. 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

XXII. ADJOURN

Mayor Easterling adjourned at 7:29 PM. The next regularly scheduled meeting will be held Monday, October 19, 2020 at 6:30 P.M. in the Council Chambers.



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of the October 19, 2020 Mayor and Council meeting minutes.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description

Minutes

Upload Date Type

10/22/2020 Minutes

**MINUTES OF MAYOR & CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
Monday, October 19, 2020
6:30 P.M.**

Present: Mayor Derek Easterling
Councilmember Tracey Viars
Councilmember David Blinkhorn
Assistant City Manager Marty Hughes
City Clerk Lea Alvarez
City Attorney Randall Bentley, Sr.

ZOOM: Mayor Pro Tem Pat Ferris
Councilmember James Eaton
Councilmember Chris Henderson

Absent: City Manager Jeff Drobney

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

A member of the audience and a Kennesaw State University student, Noah, led the Pledge of Allegiance.

III. CALL TO ORDER

[The City of Kennesaw experienced technical difficulties with Zoom. The meeting was did not begin until 6:58 P.M.]

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 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 any witnesses or individuals offering comments on the agenda].

V. PRESENTATIONS

- A. Promotional Announcement- Introduction of newly promoted Officers:
James Crane was formally promoted to the rank of Sergeant on April 18, 2020; Armando Sanchez was formally promoted to the rank of Sergeant on June 13, 2020; Rick Shumpert was formally promoted to the rank of Captain on August 22, 2020; and Mark Webster was formally promoted to the rank of Lieutenant on September 5, 2020. Congratulations to these fine officers.

Police Chief Bill Westenberger introduced officers that have been promoted since April 2020. Sergeant Crane, Sergeant Sanchez, Lieutenant Webster, and Captain Shumpert all received a standing round of applause from the Mayor, Council, staff and public.

- B. We would like to recognize Detective Brian Moon and Officer Matt Smith for their nominations to the Cobb County Chamber Public Safety Award of Merit. Special congratulations to Officer Matt Smith for receiving the Cobb County Chamber Public Safety Award of Merit. Officer Smith was presented his award on October 5, 2020 during the Chamber's Public Safety Appreciation Luncheon.

Police Chief Bill Westenberger shared that every year there is a public safety recognition luncheon put on by the Cobb Chamber. This year, the Kennesaw Police Department was able to nominate two outstanding officers: Detective Brian Moon and Officer Matt Smith. Detective Moon was able to help the Atlanta Police Department make arrests in cases involving prostitution and human trafficking. Officer Smith responded to a call where a five-year-old had stopped breathing and successfully resuscitated the child only two days before Christmas. Chief wanted to acknowledge the two officers and recognize Officer Smith for winning the Award of Merit at the luncheon. The Mayor, Council, staff and public gave a standing round of applause.

VI. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

7:05 PM Floor Open for Public Comments

No comments.

7:06 PM Floor Closed to Public Comments

VII. OLD BUSINESS

No items.

VIII. NEW BUSINESS

No items.

IX. COMMITTEE AND BOARD REPORTS

No items.

X. PUBLIC HEARING(S)

- A. FIRST PUBLIC HEARING: Approval of ORDINANCE to amend Chapter 6 "Alcoholic Beverages," Sections 6-1, 6-3, and 6-52 of the Code of Ordinances. This ordinance amends Chapter 6 to include retail establishments within the entertainment districts serving alcohol without maintaining a full-service kitchen and establishments licensed to serve alcohol within the entertainment districts using mobile food vendors to satisfy food service requirements within the city limits. Other updates include revisions to the fee schedule for alcohol licenses to give more clarity. Finance Director recommends approval.

Finance Director Gina Auld presented the first public hearing for an ordinance to amend Chapter 6 "Alcoholic Beverages," Sections 6-1, 6-3, and 6-52 of the Code of Ordinances. No action taken. The final public hearing will be held at the regularly scheduled Mayor and Council meeting on November 2, 2020 at 6:30 PM.

7:07 PM Floor Open for Public Comments

No comments.

7: 08 PM Floor Closed to Public Comments

[Zoning Administrator Darryl Simmons presented items X-B and C concurrently. Each item had the floor opened for public comment and were voted on separately].

- B. Authorization for ORDINANCE approving rezoning request for property located at 1320 Lockhart Drive. Applicant York Acquisitions, LLC. requests to rezone 7.04 acres from Office Institutional (OI) and Light Industrial (LI) to Purpose Built Student Housing (PBSH). Applicant filed application to rezone property from OI & LI to Purpose Built Student Housing district to construct a student housing development consisting of 424 beds. MDJ Legal ads ran September 18 and 25, 2020. City staff

received request submitted by Kevin Moore, attorney for applicant, dated October 5, 2020 to table this item to the November 4, 2020 Planning Commission meeting and the November 16, 2020 Mayor and Council meeting. This will allow the applicant to address comments and recommendations received from the Cobb DOT as well as comments from a community outreach meeting held on October 1, 2020. The Planning Commission, at their regularly scheduled meeting on October 7, 2020, motioned to accept the request to table application. Vote taken 6-0. Staff recommendation: Zoning Administrator recommends accepting request to table application to the November public hearing dates of November 4 and 16, 2020.

Zoning Administrator Darryl Simmons presented the ordinance to approve a rezoning request, as well as a variance request, for property located at 1320 Lockhart Drive. The applicant's attorney requested the hearings be postponed to the Planning Commission's regularly scheduled meeting on November 4, 2020 and the Mayor and Council's regularly scheduled meeting on November 16, 2020, respectively, to provide adequate time to address citizens' concerns and recommendations from Cobb County's Department of Transportation.

Mayor Easterling announced to meet legal requirements, the public hearing will be held but no action will be taken.

Motion by Councilmember Viars to postpone the ordinance to approve a rezoning request for property located at 1320 Lockhart Drive to the regularly scheduled Mayor and Council meeting on November 16, 2020 at 6:30 PM in the Council Chambers, as presented, seconded by Councilmember Blinkhorn.

7:18 PM Floor Open for Public Comments

No comments.

7: 19 PM Floor Closed to 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. Variance application submitted by applicant York Acquisitions, LLC for property located at 1320 Lockhart Drive. The variances requested 1) an increase in

allowable bedroom density and 2) the waiving of the requirement to access the project from a major collector or arterial street. The variances are associated with proposed construction of purpose built student housing. Subject property contains 7.04 acres. Applicant submitted variance application for the following variances: 1) an increase in allowable bedroom density and 2) the waiving of the requirement to access the project from a major collector or arterial street. Property was posted on September 22, 2020. Legal ads ran in the MDJ on September 18 and 25, 2020. City staff received request submitted by attorney Kevin Moore, attorney for the applicant, requesting the tabling of the application to the November 4, 2020 Planning Commission and November 16, 2020 Mayor and Council meeting. The Planning Commission, at their regularly scheduled meeting on October 7, 2020, motioned to accept the request to table the application to the November hearing dates. Vote 6-0 to table request. Staff recommendation: Zoning Administrator recommends accepting request to table application to the November public hearing dates of November 4 and 16, 2020.

Motion by Councilmember Viars to postpone the approval of a variance application submitted by York Acquisitions, LLC for property located at 1320 Lockhart Drive to the regularly scheduled Mayor and Council meeting on November 16, 2020 at 6:30 PM in the Council Chambers, as presented, seconded by Councilmember Blinkhorn.

7:20 PM Floor Open for Public Comments

No comments.

7:21 PM Floor Closed to 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. Authorization for **ORDINANCE NO. 2020-11, 2020** approving request for rezoning request submitted by Xiue Sun for property located at 3461 Cherokee Street. Property located in Land Lot 99, Tax Parcel 123. Said request to rezone .397+/- acre tract from City R-15 to City NRC (Neighborhood Retail Commercial). Application was advertised in the Marietta Daily Journal on September 18, 2020 and September 25, 2020 with the property posted by city staff on September 22, 2020. The Planning Commission at a meeting held on October 7, 2020 made recommendation to approve the rezoning with a condition of a reversionary clause

that requires the property owner to obtain building permits and initiate construction on property within twenty-four months of approval. Failure to meet the condition will result in property reverting to original R-15 zoning. Vote 6-0. Staff Recommendation: Zoning Administrator recommends approval of rezoning from R-15 to NRC zoning with the reversionary condition as recommended by the Planning Commission.

Zoning Administrator Darryl Simmons presented an ordinance approving a rezoning request for property located at 3461 Cherokee Street. Staff recommends approval with a condition of a reversionary clause that requires the property owner to obtain building permits and initiate construction on the property within 24 months of approval.

Motion by Councilmember Viars to approve an ordinance for a rezoning request submitted by Xiue Sun for property located at 3461 Cherokee Street with the condition of a reversionary clause, as presented, seconded by Councilmember Blinkhorn.

7:23 PM Floor Open for Public Comments

No comments.

7:24 PM Floor Closed to 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.

- E. Approval of variance request submitted by applicant Timothy Farmer for property located at 2810 Mack Dobbs Road. Variance request is to reduce the City stream buffer of 50 feet in order to construct a new home. Variance requested by applicant to encroach into the City of Kennesaw's stream buffer in order to construct new residential home. Property posted on September 22, 2020. Legal ads run in Marietta Daily Journal on September 18 and 25, 2020. Planning Commission held their meeting on October 7, 2020 and recommended approval of reduction of stream buffer to facilitate home construction. Vote 5-1 with Don Bergwall voting no. Staff Recommendation: Zoning Administrator recommends approval for the waiver of the City's 50 feet stream buffer on the easterly side of the stream for grading, construction and house placement with the following condition: applicant to have a hydrology report that shows how much runoff is there now (before construction) and a hydrology report done showing the runoff after the construction

is completed to ensure that there is no increase in runoff and will not cause any increase downstream.

Zoning Administrator Darryl Simmons presented a variance request for property located at 2810 Mack Dobbs Road. The request, submitted by applicant Timothy Farmer, is to reduce the City stream buffer of 50 feet in order to construct a new home under PUD-R towards the back of the property. A pre-construction hydrology report was submitted to Plan Review and a post-construction hydrology report will be submitted to confirm no additional run off will be created. The applicant was present.

Motion by Councilmember Eaton to approve a variance request submitted by Timothy Farmer for property located at 2810 Mack Dobbs Road with the stipulation of a Hold Harmless agreement, as presented, seconded by Councilmember Viars.

7:27 PM Floor Open for Public Comments

No comments.

7:28 PM Floor Closed to Public Comments

Councilmember Eaton asked Mr. Simmons about a Hold Harmless agreement. Mr. Simmons responded the applicant is doing the construction on private property. When an applicant submits requests through Plan Review, he or she assumes all liability for anything that occurs due to construction.

Mayor Pro Tem Ferris asked if Mr. Simmons could explain why the City has stream buffers, their purpose, and the shortcomings of approving variances like the one being presented.

Mayor Easterling provided Mr. Farmer, the applicant, several minutes to address any questions about the variance. Mr. Simmons stated he would respond to Mayor Pro Tem Ferris' question after Mr. Farmer is done speaking.

Mr. Farmer shared he would be happy to answer any questions Council might have.

Mayor Easterling made sure Mr. Farmer understood that when he submits any permits or requests, he is assuming all liability. Mr. Farmer replied he understood. Mayor Easterling asked for the Hold Harmless agreement be added as a stipulation in the motion.

Mr. Simmons stated the City's buffer, beyond the State's 25-foot buffer, was put in place to prevent additional issues with run off and capacity over time.

Public Works Director Ricky Stewart shared the buffers was originally established when the storm water utility was established in 2014. There are three buffers: one State buffer (from the stream line to 25-feet out) and two City buffers (one 26-feet to 50-feet and

another 51-feet to 75-feet). Mr. Stewart walked through what you can and cannot do within these stream buffers, respectively. Buffers are for erosion control and protection of the stream.

Todd Korn, with TK Consulting Engineers, was hired by Mr. Farmer to review his concept and look at the basin in which the project is taking place. There will be very little impact from a storm water standpoint because of the lack of impervious surface proposed.

Councilmember Blinkhorn and Mr. Korn discussed what part of the construction would be encroaching the stream buffer.

Mr. Farmer clarified the variance he is asking for includes the home and the driveway area to the home. He assured Council he will take all measures necessary to keep the stream safe from harm and will work with Mr. Simmons to uphold his side of the agreement.

Roll Call vote taken:

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

Motion approved, 3-2-0 [Mayor Pro Tem Ferris and Councilmember Blinkhorn opposed].
Motion carried.

- F. Approval of variance request to reduce stream buffer due to encroachment was submitted by applicant, Tellus Partners. Subject property is located in District 20, land lot 99, parcels 60 and 427. Subject parcels are part of the East Park Mixed Use Development. Applicant submitted variance request to encroach into the City of Kennesaw 50 feet stream buffer zone. The variance was requested due to the placement of proposed multifamily building and associated grading activity within the buffer zone. Property was posted on September 22, 2020. Legal ads run in Marietta Daily Journal on September 18 and 25, 2020. Planning Commission, at their regularly scheduled meeting on October 7, 2020, recommended approval of the encroachment into the stream buffer zone. Vote 6-0. Staff Recommendation: Zoning Administrator recommends approval to encroach into the 50 feet stream buffer zone due to placement of building and grading activity.

Zoning Administrator Darryl Simmons presented a variance request to reduce the stream buffer due to encroachment on property located in District 20, land lot 99, parcels 60 and 427. The property is a part of East Park. Due to the placement of one of the multi-family buildings and parking, there is encroachment into the City's 50-feet stream buffer. Per review, the stream in question is not active. Staff recommends approval of the

encroachment into the City's 50-foot stream buffer zone and received one letter of objection from Jason Anderson on October 1, 2020.

Motion by Councilmember Blinkhorn to approve a variance request to reduce the stream buffer due to encroachment submitted by Tellus Partners for property located in District 20, land lot 99, parcels 60 and 427, as presented, seconded by Councilmember Viars.

7:58 PM Floor Open for Public Comments

JASON ANDERSON [Business Owner]: Mr. Anderson shared he represents 3532 Russell Drive and wanted to state on the record the reasons for his objection to the variance request. When the notices were sent out, the only parcel ID referenced was for Chalker Park, City-owned property. In other meetings, Mr. Simmons made it very clear that the parcel was not included in the variance request but tonight he did not.

Mr. Simmons addressed Mr. Anderson's concerns by clarifying the encroachment or variance does not occur in or have any effect on the existing Chalker Park under the control of the City of Kennesaw. The applicant sent out a notice including a drawing and the cover page of the application, which indicates the various parcels involved. The City of Kennesaw's park is not a part of the variance application.

8:03 PM Floor Closed to Public Comments

Mayor Pro Tem Ferris asked who owns the area of the variance being requested. Mayor Easterling responded the applicant owns the property.

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.

XI. CONSENT AGENDA

- A. Approval of the September 28, 2020 Mayor and Council work session minutes.
- B. Approval of the September 28, 2020 Mayor and Council executive session minutes.
- C. Approval of October 5, 2020 Mayor and Council meeting minutes.

- D. On October 1, 2020, Gerald Weinberg and Jovita Casas-Weinberg purchased two (2) cemetery lots in the Kennesaw City Cemetery. The lots are located in Section III, Plot 13, Lot C and D. Authorize the Mayor to sign the supporting deed for purchase of the lot. City Clerk recommends approval.
- E. Approval of **RESOLUTION NO. 2020-39, 2020** for an agreement for professional services between RKG Associates, Inc. and the City of Kennesaw for an Economic Development Strategy and Implementation Plan. In March 2020 (prior to normal business interruptions related to COVID-19), the Economic Development department issued a request for proposals (RFP) for professional services to complete an Economic Development Strategy and Implementation Plan. Four proposals were received and scored. RKG Associates, Inc submitted the best scoring proposal. The attached resolution will approve the selection of RKG Associates, Inc. and authorize the Mayor to sign and execute the service agreement with RKG Associates, Inc. The Economic Development Director recommends approval.
- F. Approval of Big Shanty Festival Street Closures. Starting Friday, November 6, 2020 at 6:00 PM until Sunday, November 8, 2020 at 8:00 PM: J.O. Stephenson Ave from Main Street to Dallas Street; Cherokee Street from Main Street to Shirley Drive/ Big Shanty Drive and Watts Drive from Dallas Street to Main Street. Saturday, November 7, 2020 at 6:00 AM until Sunday, November 8, 2020 at 8:00 PM: Main Street from Summers Street to Lewis Street.

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

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

- A. Approval of **RESOLUTION NO. 2020-40, 2020** for an offer and proceed with closing on tracts 4 and 8 for Keene Street and Burrell Court rights of way abandonment. On May 18, 2020, Council approved a resolution to start the abandonment process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. Core Property Capital has submitted an offer for tracts 4 and 8 to exchange the abandoned rights of way areas of 29,882 sf for the future dedication of new rights of way areas of 44,431 sf. CPC will also provide a performance bond equal to the value of the abandoned right of way (\$448,230.00), provide an executed quitclaim deed transferring the new right of way to the City and provide an executed Escrow Agreement to be recorded in the county records under which the City Attorney will hold the quitclaim deed in escrow until the new right of way is ready to be dedicated. The appraised value of the 29,882 sf of abandoned rights of way is \$15.00/sf and equates to a value of \$448,230.00 and the future 44,431 sf of new rights of way equates to \$666,465.00. The Public Works Director recommends approval of the offer.

Public Works Director Ricky Stewart presented a resolution to accept an offer from Core Property Capital and proceed with closing on tracts 4 and 8 for Keene Street and Burrell Court rights of way abandonment. Attorney Fred Bentley, Jr. was present to answer any questions Council might have regarding the offer.

Motion by Councilmember Blinkhorn to approve the resolution to proceed with closing on tracts four and eight for Keene Street and Burrell Court rights of way abandonment and accept the offer by Core Property Capital, as presented, 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.

- B. Approval of **RESOLUTION NO. 2020-41, 2020** to permanently close Keene Street and Burrell Court. On May 18, 2020, Council approved a resolution to start the abandonment process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. On October 19, 2020, Council will vote on an offer that was submitted by Core Property Capital for tracts 4 and 8. Contingent on the approval of the offer by Council and to aid with CPC's ability to begin work on their project, a request has been submitted to permanently close Keene Street and Burrell Court to the extents of the rights of way abandonment. The Public Works Director recommends approval of the request.

Public Works Director Ricky Stewart presented a resolution to close permanently Keene Street and Burrell Court during the extent of the abandonment. This closing will allow Core Property Capital to keep traffic out as they start their work.

Motion by Councilmember Blinkhorn to approve a resolution to permanently close Keene Street and Burrell Court, as presented, seconded by Councilmember Viars.

Councilmember Eaton asked what the impact would be closing those streets as they are frequently used. Mayor Easterling stated they have to be closed so alternate routes will need to be utilized.

Mayor Pro Tem Ferris stated it was necessary to provide the public notice that the roads will be closed. He would like the City to put up signage in addition to social media and website notices.

Mr. Stewart responded the developer would be required to post signage.

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.

XVI. RECREATION AND CULTURE

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

No items.

XVII. COMMUNITY DEVELOPMENT

ROBERT FOX, Economic Development Director

DARRYL SIMMONS, Zoning Administrator

SCOTT BANKS, Building Official

- A. Approval to amend RESOLUTION NO. 2020-23, 2020. Resolution No. 2020-23, 2020, approved July 6, 2020, referenced a “yet to be negotiated revenue sharing agreement(s) with the City and any applicable City related entities executed within 90 days of the adoption of this resolution.” Amendments to the resolution include the Kennesaw Development Authority and the Housing Authority of Cobb County having tentatively negotiated a revenue sharing arrangement and amends the effective date time period from 90 days to 60 days from the adoption of the amended resolution. The Economic Development Director and legal recommend approval.

Attorney Fred Bentley, Jr. stated this item is to allow an amendment to the originally adopted resolution. The original resolution provided three months to allow staff to work with the Cobb Housing Authority on a revenue sharing agreement but the timing did not work out. The amendment asks for an additional 60 days. There has been a tentative agreement between staff and the Cobb Housing Authority that will bring a lot of money to the City through the Kennesaw Development Authority. The Cobb Housing Authority will be holding a meeting on October 29, 2020 where they will address this item as well.

Motion by Councilmember Blinkhorn to approve the amendment of RESOLUTION NO. 2020-23, 2020, as presented, 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.

XVIII. PUBLIC COMMENT/BUSINESS FROM THE FLOOR

8:23 PM Floor Open for Public Comments

DENNIS KENNEDY [City resident]: Mr. Kennedy shared with Mayor and Council on last Thursday evening, he was walking his dog near Revival and a car rapidly passed him. If he did not have his dog on a tight leash, the car would have hit him or his dog. The trees make it hard for cars to see people walking at night as they block the streetlights. Mr.

Kennedy would like to see the trees pruned so they do not obstruct the view of the streetlights and have identifying signs indicating crosswalks. Additionally, Mr. Kennedy would like to see officers patrolling that area during certain times in the day to slow traffic down. He provided Mayor and Council with photos [See “Public Comment – A”].

8:30 PM Floor Closed for Public Comments

XIX. CITY MANAGERS REPORT – Jeff Drobney

A. City Manager reports, discussions and updates.

Assistant City Manager Marty Hughes mentioned on October 17, 2020 the City held Fall-O-Ween and it was a huge success. Families could sign up for certain time slots where they could go through the trick or treat trail. The City was prepared for 2,500 to 3,000 people; however, an estimated 4,500 people participated in the event – even from Alabama. Mr. Hughes thanked the Parks and Recreation staff, volunteers and the Police Department for their work during the event.

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.

Motion by Councilmember Viars to ratify the reappointment of Kim Meachum to the Arts and Culture Commission with a term ending in 2022, 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.

XXI. COUNCIL COMMENTS

Councilmember Blinkhorn attended his nephew’s wedding this weekend. As a wedding favor, the couple provided guests with masks that stated, “spread love, not germs.” He congratulated his nephew and his new niece, Kyle and Alexis Blinkhorn.

Councilmember Viars acknowledged the efforts of the City's Information Technology team. It is a stressful job to keep the meetings online and staff has had to constantly learn and adapt. She appreciates their efforts.

Mayor Pro Tem Ferris shared we are finally entering into the fall season. He loves the weather and is looking forward to the Big Shanty Festival in a few weeks.

Councilmember Eaton is delighted with the response regarding Swift Kids at Swift Cantrell Park. There are over 100 children training to run a 5K and they are doing great. He is grateful for the supportive parents involved.

Councilmember Henderson exclaimed the weather is fantastic. He is enjoying being outside and breathing in the fresh air.

XXII. EXECUTIVE SESSION –Land, Legal, Personnel

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

No items.

XXIII. ADJOURN

Mayor Easterling adjourned the meeting at 8:37 P.M. The next regularly scheduled meeting will be held Monday, November 2, 2020 at 6:30 P.M. in the Council Chambers. The public is encouraged to attend or view via Facebook Live.

Lea Alvarez, City Clerk

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

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

Mayor & Council Regular Meeting

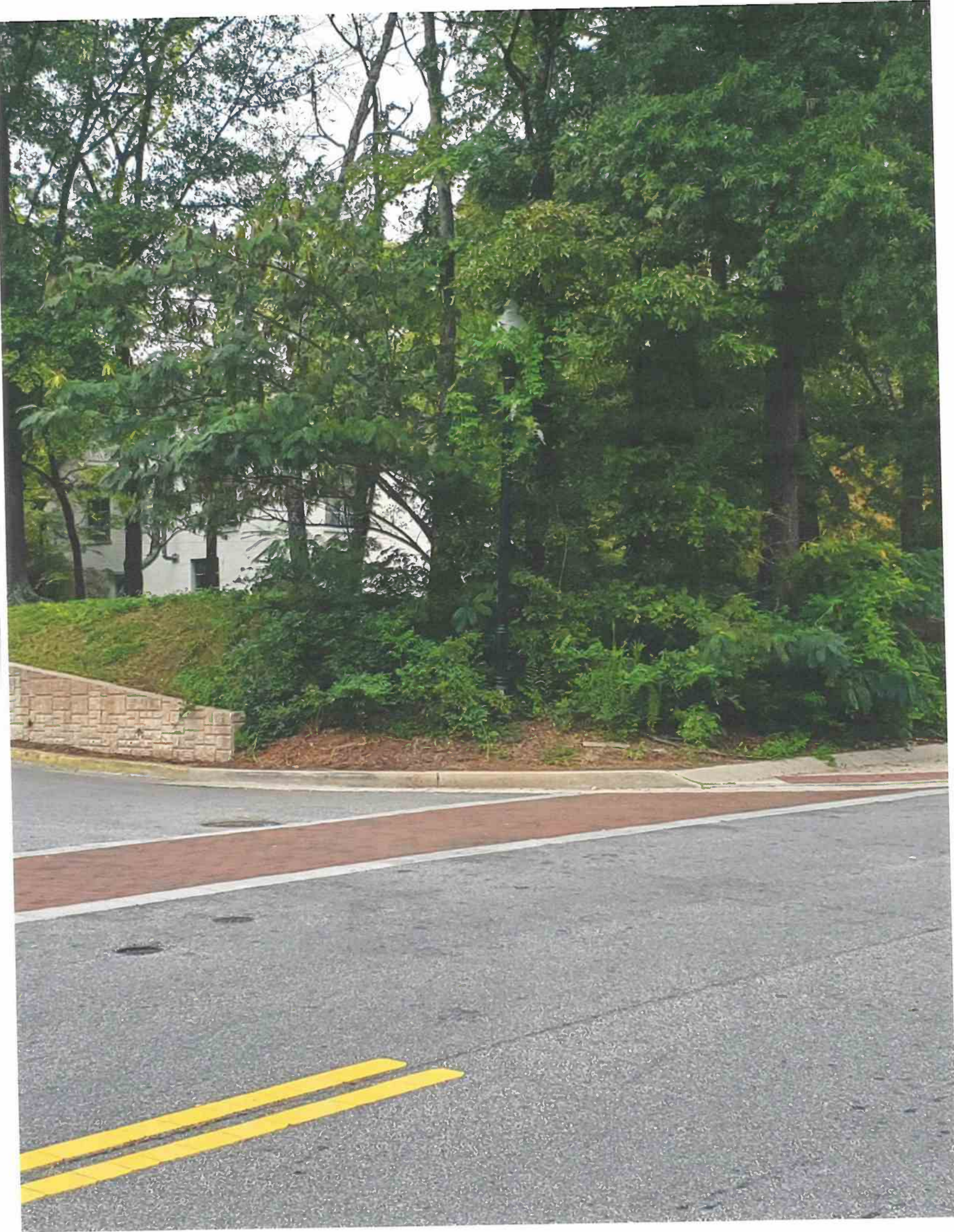
10/19/2020

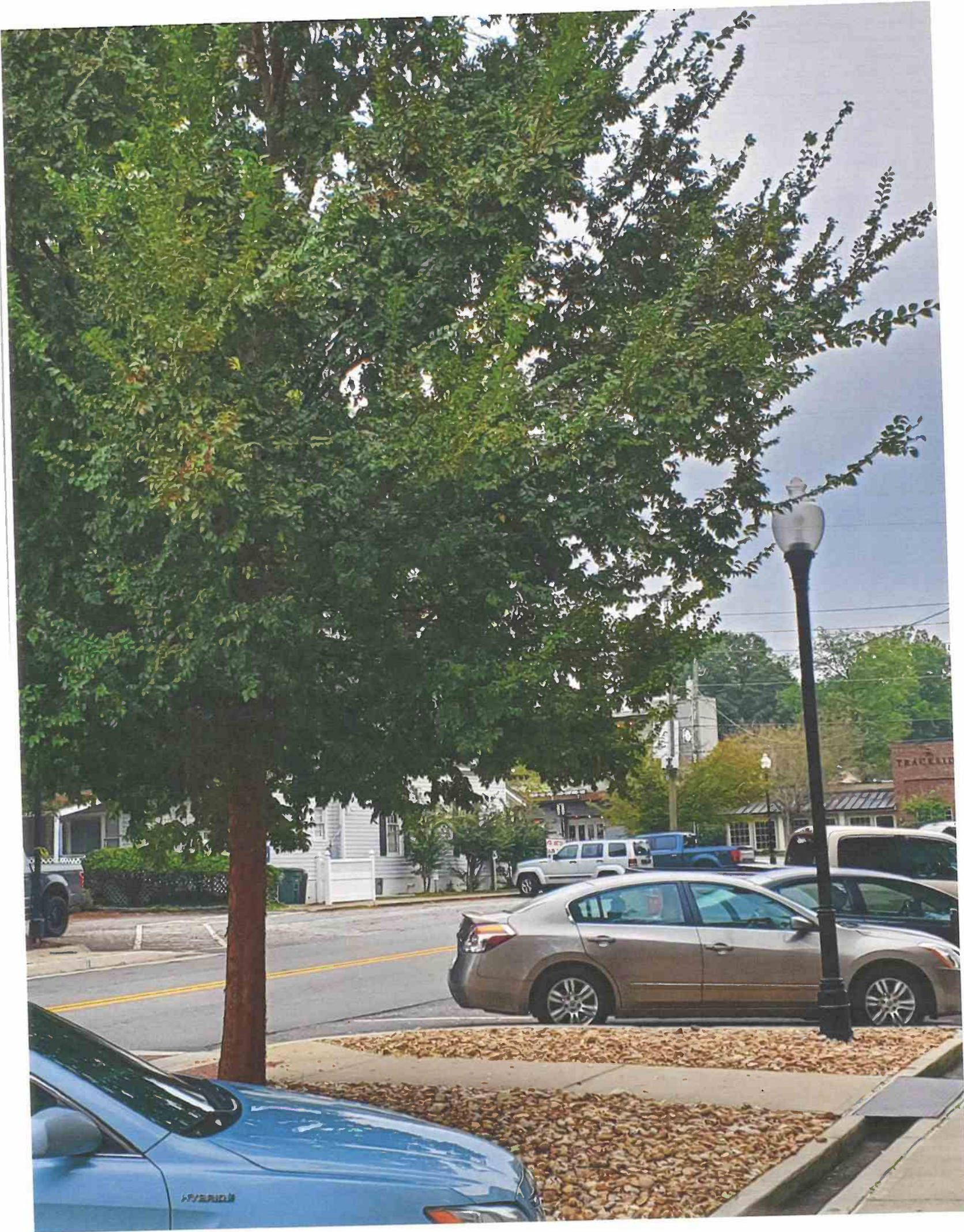
Public Comment Sign-in

	Name	Address	Topic
1	Timothy B. Farmer	2910 Macleod Dr	
2	Jason Duncan	3532 Russell Dr	
3	LEWIS KENNEDY	0805 S MAIN ST	SAFTY ^{WISDR.} ON-
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Public Comment - A











**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION authorizing a contract renewal with the City Manager.
Agenda Comments:	The City Manager's original contract was adopted by Resolution No. 2015-26, 2015 and renewed by Resolution No. 2017-59, 2017 for a four-year term which is about to expire. This contract renewal will be for a term of four years. The Mayor recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/30/2020	Resolution
Contract	10/30/2020	Contract/Agreement

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-__, 2020

RESOLUTION AUTHORIZING CONTRACT RENEWAL FOR CITY MANAGER

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

WHEREAS, the City Manager's current contract was adopted by Resolution No. 2017-59, 2017, for a four-year term; and

WHEREAS, the City Council authorizes an employment contract renewal with City Manager Jeff Drobney as shown on Attachment A.

NOW THEREFORE, BE IT RESOLVED, the Kennesaw City Council does hereby authorize the employment contract for City Manager Jeff Drobney (Attachment A).

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

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

CITY OF KENNESAW EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) effective the ____ day of November 2020, by and between the City of Kennesaw, a Georgia municipal corporation (“City”), and Jeff Drobney, City Manager (“City Manager”),

WITNESSETH:

Section 1 Employment. Jeff Drobney is duly appointed City Manager pursuant the Kennesaw Charter and City Ordinances. In addition to Charter and ordinance provisions, he shall be subject to the terms and conditions of this Agreement. City Manager agrees to remain in the exclusive employ of City and shall not accept employment by any other employer until termination of this Agreement, provided, however, that the term "employed" shall not be construed to include occasional teaching, writing, consulting and military reserve service performed on City Manager's time off, as provided in Section 9 herein.

Section 2 Term. The term of this Agreement shall be for an initial period ending on December 31, 2020 followed by four (4) automatic one (1) year Renewal Terms, beginning on January 1, 2021 through the Final Expiration Date of December 31, 2024. [This Agreement supersedes the City of Kennesaw Employment Agreement executed on November 7, 2017 by the Parties, approved by Resolution No. 2017-59, 2017].

Section 3 Duties. Pursuant to the Kennesaw Charter, Section 2-13 “The city manager shall serve at the pleasure and direction of the Kennesaw mayor and council and shall assume the position and duties as the chief administrative officer of the city and such other duties as may be assigned by the mayor and council from time to time, including but not limited to director of finance and administration, purchasing agent for all departments, coordinator of commissions and departments of the city, and the general management of city business under the direction and guidance of the mayor and council.” Unless expressly written in this agreement, City Manager shall operate under the guidance of the City of Kennesaw, Personnel Policy and Procedures Manual (Ordinance #2014-11, September 2, 2014, as amended).

Section 4 Termination, Removal and Resignation.

- (a) The City may terminate the City Manager for Good Cause at any time without prior notice. The City may terminate the City Manager without Good Cause on sixty (60) days written notice of termination. The City Manager may resign at any time and for any reason upon sixty (60) days written notice, unless the parties otherwise agree in writing. The City shall provide the City Manager sixty (60) days written notice of its intention to terminate the services of the City Manager on the Final Expiration Date of this Agreement. In the event (i) the City Manager is terminated without Good Cause or (ii) the City elects not to renew this Agreement during a Renewal Term, the City Manager shall be entitled to Severance as set forth in Section 5 of this Agreement.
- (b) For purposes of this Agreement, “Accrued Benefits” includes all vacation time, sick leave and holiday time accrued.

- (c) For purposes of this Agreement, “Good Cause” is defined as:
1. Conduct found to constitute a willful and intentional breach of the City Manager's duties as set forth in the City Charter or this Agreement;
 2. City Manager refuses on repeated occasions to comply with the reasonable policies, standards, and regulations of the City;
 3. A less than satisfactory annual evaluation as defined in Section 7;
 4. Conviction of Federal or State law constituting a felony or a crime of moral turpitude (City Manager shall be suspended without pay during the time any such criminal prosecution or appeal is pending); or
 5. Willful and intentional insubordination as to the Mayor or City Council so long as the requested action did not violate any ethical standards, federal or state law, or local ordinance.
- (d) Pursuant to the City’s Charter as amended, at any time during the term of this Agreement, the City may, if it chooses to do so, “remove the city manager from office upon a majority vote of the mayor and council” as prescribed by the Kennesaw Code of Ordinances, Section 2-52 as amended. Further, “after a majority vote to remove the city manager, the city manager shall have the right to request a public or private hearing within two weeks of the request. Such request shall be made within 48 hours after dismissal. After said hearing, the mayor and council may adopt a final resolution for removal, which may be made effective immediately, by an affirmative vote of a majority of the membership of the council and office of mayor or reinstate said city manager,” pursuant to Kennesaw Code of Ordinances, Section 2-52 as amended.
- (e) In the event the City Manager voluntarily resigns his position with City and unless otherwise directed by City, the City Manager agrees to provide prompt assistance in the hiring of a replacement City Manager if so requested by Mayor and Council.

Section 5 Termination and Severance Pay.

- (a) In the event City determines to terminate the City Manager without Good Cause, the City Manager shall be paid six (6) months of full salary and all Accrued Benefits, including all family Insurance Benefits (collectively “Severance”), the City Manager was receiving before notice of termination. Provided, however, that in the event the City Manager (i) is terminated with Good Cause, (ii) resigns, (iii) elects not to renew his Agreement during a Renewal Term, (iv) reaches the Final Expiration Date of this Agreement or (v) is convicted of an act set forth in Section 4(c)(4) above, the City shall have no obligation to give any notice of termination, and City Manager shall not be entitled to six (6) months’ salary or Insurance Benefits, but shall be entitled to Accrued Benefits only.
- (b) Payments in such case shall be made in periodic installments as set forth in Section 6 and shall include a continuation of all Accrued Benefits. City Manager may take part-time or consulting work while receiving severance benefits, but Insurance Benefits shall terminate upon the acceptance of full-time employment.

- (c) If the City chooses not to renew this Agreement, the City Manager's employment with the City of Kennesaw shall be ended and he shall be entitled to Severance as set forth in Section 5 of this Agreement.

Section 6 Salary.

- (a) The City Manager's Annual Salary shall be \$147,701.06.
- (b) The City Manager shall be paid in installments at the same time as other employees of the City are paid.
- (c) The City reserves the right to increase or decrease the base salary and/or other benefits of City Manager in such amounts and to such extent as the City may determine based upon the annual salary review made in conjunction with City Manager's performance evaluation.
- (d) The City Manager shall be entitled to all cost of living increases afforded other employees of the City.

Section 7 Performance Evaluation.

- (a) The City shall review and evaluate the performance of the City Manager at least once annually in advance of the adoption of the annual budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Mayor and conveyed to the City Manager. Said criteria may be added to or deleted from as the City may from time to time determine in consultation with the City Manager. Further, the City shall provide the City Manager with a written statement of its findings and provide an adequate opportunity for the City Manager to discuss the evaluation with the City.
- (b) Annually, City Council and Mayor shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- (c) In the event of a renewal or extension of this Agreement, it shall be deemed that (a) and (b) above are in compliance by both parties.

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

day basis for work performed above and beyond the indicated hours and duties in the first sentence of this section.

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

Section 10 Vacation, Sick and Military Leave.

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

Section 11 Health, Disability and Life Insurance.

“Insurance Benefits” include the following:

- (a) The City agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the City Manager and his dependents equal to that provided to all other employees of the City of Kennesaw.
- (b) The City agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the City Manager.
- (c) The City agrees to pay the amount of premium due for term life insurance in the amount of three (3) times the City Manager’s annual base salary, including all increases in the base salary during the life of this Agreement. The City Manager shall name the beneficiary of the life insurance policy.

Section 12 Retirement. City Manager shall be entitled to retirement benefits pursuant to the City of Kennesaw’s retirement plan. In addition to the base salary paid by the City to the City Manager, City agrees to pay an amount equal to seven percent (7%) of City Managers base salary into a supplemental retirement plan on the City Managers behalf, as currently offered by the City of Kennesaw, in equal proportionate amounts each pay period.

Section 13 Dues and Subscriptions. City agrees to pay dues for City Manager for the International City Managers Association and Georgia City Managers Association or any other such professional organizations that the City Manager deems necessary upon approval of the mayor and council.

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

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

- (a) The use of a City vehicle to be used in the course of City business, and is subject to any current or future policies or procedures, as set forth in the “City of Kennesaw, Personnel Policy and Procedures Manual” (Ordinance # 2014-11, September 2, 2014, as amended);
- (b) The use of a City cellular telephone and other electronic devices to be used in the course of City business, and is subject to any current or future policies or procedures, as set forth in the “City of Kennesaw, Personnel Policy and Procedures Manual” (Ordinance # 2014-11, September 2, 2014, as amended);
- (c) The City Manager shall receive a City credit card that is to be used only for expenditures necessitated by the City Manager’s employment, and is subject to any current or future policies or procedures, as set forth in the “City of Kennesaw, Personnel Policy and Procedures Manual” (Ordinance # 2014-11, September 2, 2014, as amended);

Section 16 Indemnification. City shall defend, save harmless and indemnify City Manager from any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged acts or omissions incurring in the performance of duties as City Manager. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

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

Section 18 Other Terms and Conditions of Employment.

- (a) The mayor and council, in consultation with the City Manager, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

- (b) All provisions of the City Charter, ordinances and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to City Manager as they would apply to all employees of the City, in addition to said benefits enumerated specifically for the benefit of City Manager except as herein provided.

Section 19 General Provisions.

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

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

City of Kennesaw ("City")

Jeff Drobney ("City Manager")

By: Derek Easterling
Its: Mayor
Dated: November ____, 2020.

Jeff Drobney
Dated: November ____, 2020.

Attested to:

By: Lea Addington,
Its: City Clerk



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION authorizing a contract with MCCI for JustFOIA Open Records Request Tracking Solution and the Mayor to execute the agreement.
Agenda Comments:	The City Clerk's office desires to enter into a contract with MCCI (JustFOIA) for the purpose of processing and managing incoming open records requests in an effort to enhance citizen engagement and transparency, improve efficiency, and mitigate risk of non-compliance through automated request tracking and deadline tracking. JustFOIA is a fully hosted cloud solution of which the application and associated data are hosted on the Microsoft Azure Government Cloud. The budget cost of JustFOIA is \$11,349 as approved in fiscal year 2021-2022 budget. There will be an annual renewal cost of \$7,230.60. The City Clerk recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/23/2020	Resolution
Contract	10/30/2020	Contract/Agreement

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-__, 2020

**RESOLUTION AUTHORIZING A CONTRACT WITH MCCI FOR JUSTFOIA OPEN
RECORDS REQUEST TRACKING SOLUTION AND THE MAYOR TO EXECUTE THE
AGREEMENT**

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

WHEREAS, The City Clerk's office desires to enter into a contract with MCCI for its JustFOIA open records request tracking solution; and

WHEREAS, the City of Kennesaw receives an average of 550 open record requests a year and experience delays in between request fulfillment and record retrieval due to limited methods of payment and transmittal; and

WHEREAS, the purpose of this solution is to assist in better processing and managing incoming open records request in an effort to enhance citizen engagement and transparency, improve efficiency and mitigate risk of non-compliance through automated request tracking and deadline tracking; and

WHEREAS, the budget cost of JustFOIA is \$11,349 as approved in the fiscal year 2021-2022 budget with an annual renewal cost of \$7,230.60; and

WHEREAS, the agreement for the solution is attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, the Mayor and City Council authorize a contract with MCCI for JustFOIA open records request tracking solution and the Mayor to sign and execute the attached agreement.

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

ATTEST:

CITY OF KENNESAW:

James Friedrich, Deputy City Clerk

Derek Easterling, Mayor

JustFOIA OPEN RECORDS REQUEST TRACKING SOLUTION AGREEMENT

THIS JustFOIA OPEN RECORDS REQUEST TRACKING SOLUTION AGREEMENT and its attached exhibits (hereinafter the "Agreement") is made and entered into the ____ day of November 2020 ("Effective Date") by and between MCCi, LLC, a Florida Limited Liability Company (hereinafter the "CONTRACTOR") and the CITY OF KENNESAW (hereinafter the "CITY") (collectively, the "Parties").

RECITALS

WHEREAS, the CITY is authorized to contract with an independent contractor specially trained to perform the required services under this Agreement; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the required services pursuant to this Agreement.

WHEREAS, Contractor is the developer and hosting provider for JustFOIA. An active subscription is required to access the JustFOIA solution.

NOW THEREFORE, in consideration of the recited relationship of the Parties and the promises, covenants, assurances, agreements and financial compensation provided by and between the Parties all of which is mutually acknowledged as good and sufficient consideration, by and between the Parties hereto, and CONTRACTOR and the CITY hereby promise, covenant, and agree as follows:

CITY APPROVAL REQUIRED

The term of this Agreement shall begin upon the date stated as the Effective Date. CONTRACTOR understands that this Agreement is contingent upon the approval of the CITY's Mayor and Council. In the event such approval is not granted, this Agreement is not valid and no payment is authorized for the services set forth herein.

TERMS AND CONDITIONS

- 1. Performance Standard.** All services performed in connection with this Agreement shall be performed in a manner consistent with the standard of care applicable to those who specialize in providing such services of this type, scope, and complexity.
- 2. Authority of CONTRACTOR.** CONTRACTOR's authority to act on behalf of CITY is limited to its scope of authority set forth in this Agreement for the duration of the Agreement. Notwithstanding provisions stated in this Agreement, CONTRACTOR does not have the express or implied authority to obligate CITY to any expenditure of money or extension of contractual time periods, including, without limitation, any adjustment to the price or time of

performance of any contract between CITY and the selected contractor, separate contractor, or CITY consultants or any other third persons or parties.

3. **Fee and Payment Schedule.** The cost components that constitute the JustFOIA Pricing are stated in Exhibit A attached to and made a part of this Agreement. Adjustments in annual subscription rates will not exceed 3%.
4. **Stated Cost Limitation.** The cost of this Agreement shall not exceed \$11,349.00.
5. **Notice of Additional Services/Increase in Stated Cost Limitation.**
 - a. CONTRACTOR shall notify CITY in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or CITY representative's request) that CONTRACTOR believes may give rise to Additional Services. CONTRACTOR waives the right to compensation for Additional Services performed without prior written approval by CITY that expressly acknowledges that such service is an Additional Service.
 - b. CONTRACTOR shall notify CITY in writing within five (5) days after the discovery date of any circumstance (including, without limitation, any direction or request by an CITY representative) that CONTRACTOR believes may cause an increase in the Stated Cost Limitation.
6. **Additional Services.** CONTRACTOR shall provide Additional Services germane to this Agreement when authorized by CITY in writing. Compensation shall be as set forth in Exhibit A.
7. **Accompanying Documentation.** Each invoice for payment for services, including Additional Services shall include documentation verifying the amounts of Additional Services and reimbursable expenses for which reimbursement is sought in the invoice for payment.
8. **Time for Payments.** Payments of undisputed sums due shall be made by CITY within thirty days (30) days after receipt by CITY of an Invoice for Payment that has been properly and timely prepared and submitted in accordance with this Agreement and accepted by the CITY. No payment to CONTRACTOR shall be deemed an acceptance of work not completed in accordance with this Agreement. Final payment of sums due to CONTRACTOR pursuant to an Invoice for Payment prepared and submitted by CONTRACTOR in accordance with the requirements of this Agreement shall be made by CITY to CONTRACTOR no later than forty-five (45) days after final completion of the Project. Making of such final payment by CITY shall not release or limit CONTRACTOR's obligation to perform the services that are required by this Agreement to be performed after final completion of the Project.
9. **Payment Disputes and Withholding by CITY.** CITY shall have the right, after written notice to CONTRACTOR, to withhold from payment to CONTRACTOR any amounts in

dispute, including without limitation any losses incurred by CITY or a failure by CONTRACTOR to perform any obligation under this Agreement. Such withholding shall not constitute a final determination or waiver of any rights or liabilities of CITY or CONTRACTOR with respect to responsibility for such loss, which rights and liabilities shall remain subject to determination in accordance with this Agreement. CONTRACTOR shall continue performance of its services pending final determination of disputes relating to such withholding. CONTRACTOR shall not be entitled to any interest on any funds withheld under this paragraph.

10. Termination

- a. **Term.** The Agreement shall terminate absolutely and without further obligation on the part of the CITY on December 31, 2021 and at the close of each succeeding year for which it may be renewed.
- b. **For Cause.** If CITY determines CONTRACTOR has failed to perform in according to the Agreement, CITY may terminate all or part of the Agreement for cause upon seven (7) days written notice.
- c. **For Convenience.** CITY may terminate or suspend performance of all or part of this Agreement for convenience and without cause anytime upon ten (10) days written notice to CONTRACTOR.
- d. **Termination Payments.** CONTRACTOR payments, if any, made pursuant to this Section shall be CONTRACTOR's sole and exclusive compensation and CITY shall have no liability to CONTRACTOR for any other compensation or damages, including without limitation, anticipated profit, prospective losses, or consequential damages, of any kind.
- e. **Deletion of Services.** In the event of termination by CITY, for cause or convenience, of a portion of the Project or a portion of the services, then CONTRACTOR's fixed compensation for services for the portions of the Project not so terminated shall be adjusted to reflect the resulting reduction in CONTRACTOR'S Scope of Services.

11. Indemnification

- a. **Indemnification by CONTRACTOR.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, and each of its elected officials, officers, attorneys, and employees from and against any and all claims, damages, losses, attorney fees and expenses (court, arbitration or other dispute resolution costs), to the extent they arise from any of the following:
 - 1) Any negligent or intentional act or omission of CONTRACTOR or its Subcontractors or any person or entity for whose acts or omissions any of them may be liable;

- 2) Infringement upon any United States patent, trademark, or copyright arising out of the actual or negligent alleged acts or omissions of CONTRACTOR or any of the CONTRACTOR's Subcontractors, in connection with performance of this Agreement.

12. CONTRACTOR'S Responsibility as to Subcontractors/Subcontractors.

CONTRACTOR shall be as fully responsible to the CITY for the negligence, acts, and omissions of subcontractors and of persons either directly or indirectly employed by them. CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY.

13. Dispute Resolution. The parties shall utilize each of the following steps in the Dispute Resolution Process in the sequence in which they appear below. Each party shall participate fully and in good faith in each step in the Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Dispute Resolution Process.

- a. **Direct Negotiations.** Designated representatives of CITY and CONTRACTOR shall meet as soon as possible, but not later than ten (10) days after receipt of the statement of dispute, containing a detailed explanation of the claim in a good faith effort to negotiate a resolution to the claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the claim or defenses being asserted by such party, and with full authority to resolve such claim then and there, subject only to CITY's right and obligation to obtain CITY approval of any agreed settlement or resolution. If the claim involves the assertion of a right or claim by a third party against CONTRACTOR that is in turn being asserted by CONTRACTOR against CITY, then such third party shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the claim is not resolved, the parties may either continue the negotiations or either party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged.
- b. **Litigation.** If the direct negotiations between the CONTRACTOR and the CITY do not resolve the dispute, then the party asserting the claim shall have the option to initiate a lawsuit in the Cobb County Superior Court in Marietta, Georgia.

14. Non Discrimination. It is the policy of the CITY that in connection with all services rendered there be no discrimination against any prospective or active employee engaged in such services because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age,

marital status, sexual orientation, political belief or affiliation, or to deny family care leave, therefore CONTRACTOR agrees to comply with applicable Federal and Georgia laws including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; The Americans with Disabilities Act of 1990; Age Discrimination Act of 1975 and Rehabilitation Act of 1973 (Section 504). In addition, CONTRACTOR agrees to require like compliance by all Subcontractors employed by CONTRACTOR on the Project.

- 15. Notices.** Notice shall be deemed received as follows, depending upon the method of transmittal, by email, as of the date and time sent; by messenger or overnight delivery, as of the date delivered; and by certified U.S. Mail, upon return receipt requested; and by U.S. Mail, as of 72 hours after deposit in the U.S. Mail. All notices, demands or requests from CONTRACTOR to the CITY shall include the Project name and date of this Agreement and be addressed to the parties as follows:

To CITY:

CITY OF KENNESAW
2529 J.O. Stephenson Ave. Kennesaw,
GA 30144
(770) 424-8274
Email: laddington@kennesaw-ga.gov

To CONTRACTOR:

MCCi
3717 Apalachee Parkway, Suite 201
Tallahassee, Florida 32311

850-701-0725 ext. 1520
Facsimile: 850-564-7496
Email: smursten@justfoia.com

- 16. Waiver.** Provisions of this Agreement may be waived by CITY only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. A waiver by either party to this Agreement of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character. CITY approval, acceptance, use, or payment for any part of services provided by CONTRACTOR shall not in any way alter obligations incurred by CONTRACTOR, or waive any CITY rights, under this Agreement.
- 17. No Third-Party Rights.** Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to this Agreement a third-party beneficiary of any right or obligation created by this Agreement or by operation of law.

18. **Extent of Agreement; Amendment.** This Agreement represents the entire Agreement between CITY and CONTRACTOR for furnishing of services to the Project and supersedes all prior negotiations, representations, or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and CONTRACTOR and approved as required by Georgia law and CITY policy.
19. **Severability.** In case any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of all remaining provisions shall not be affected.
20. **Successors and Assigns.** This Agreement shall be binding upon CITY and CONTRACTOR and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, nor any claim hereunder, may be assigned by CONTRACTOR without the prior written consent and approval of CITY, which may be granted or withheld in CITY's sole discretion. This Agreement and all of CITY's rights in and to the design documents may be assigned by CITY upon written notice to CONTRACTOR. CITY shall have no liability or responsibility to CONTRACTOR for payment for any services performed after the date of such assignment and notice by CITY.
21. **Confidentiality.** CONTRACTOR shall treat all information and data furnished to it by CITY or any other Project team member or otherwise obtained or prepared by CONTRACTOR concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in connection with CONTRACTOR's performance of this Agreement, any governmental filings or applications, or the Georgia Open Records Act. CONTRACTOR shall not engage in or permit any public references or statements to the Project, CITY or CONTRACTOR's services hereunder, including, without limitation, granting interviews to broadcast, print or other media, without the prior written consent of CITY, which may be granted or withheld in the sole discretion of the CITY. CONTRACTOR shall instruct all its employees of the foregoing confidentiality obligation.
22. **Independent Contractor.** CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, agents, or employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.
23. **Representations by CONTRACTOR.** CONTRACTOR represents (i) that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform the obligations required by this Agreement; (ii) that it is authorized to do business in the State of Georgia; (iii) it has the background, knowledge, experience and expertise necessary to provide the professional services set forth in this Agreement; (iv) guarantees and contractually agrees that it has complied with the requirements of the **Georgia Security and Immigration Compliance Act**, it will continue to

comply with said laws and shall require any subcontractors/subcontractors to also comply; (v) states that its **Federal Tax Identification Number is 33-1069550**; and (vi) acknowledges and agrees that this Agreement is not valid and no payment is authorized for services if the above representations are incorrect.

24. **Georgia Security and Immigration Compliance Act.** The CONTRACTOR and any subcontractors thereof, are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of all employees performing services under this Agreement. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee. See CONTRACTOR affidavit attached Exhibit B.
25. **Survival.** The provisions of this Agreement which by their nature survive completion of the Services or termination of this Agreement, including, without limitation, all warranties, indemnities and payment obligations, shall remain in full force and effect after completion or termination of this Agreement.
26. **Interpretation.** CONTRACTOR and CITY acknowledge that the terms of this Agreement have been mutually negotiated and, accordingly, shall not be interpreted against either CITY or CONTRACTOR on the basis that either party was solely responsible for or in control of the drafting of this Agreement.
27. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with laws of the State of Georgia. Venue and jurisdiction over any claim under this Agreement shall lie exclusively in the Superior Court of Cobb County, Georgia.
28. **Conflict of Interest.** CONTRACTOR represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-CITY business while on CITY property or time. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the CITY prior to entering into this Agreement any and all circumstances existing at such time which pose a potential conflict of interest. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of CITY any cash or non-cash gratuity or payment with view toward securing any business from CITY or influencing such person with respect to the conditions, or performance of any agreements with or orders from CITY, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between CITY and CONTRACTOR. Should a conflict of interest issue arise,

CONTRACTOR agrees to fully cooperate in any inquiry and to provide the CITY with all documents or other information reasonably necessary to enable the CITY to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the CITY may have.

- 29. Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both Parties. Each counterpart shall be deemed an original instrument as against any party who has signed it.
- 30. Force Majeure.** Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.
- 31. Data Protection.** CONTRACTOR acknowledges that it may have access to certain of CITY's computer and communications systems and networks for the purposes set forth in this Agreement. If any data is made available or accessible to CONTRACTOR, its employees, agents or contractors, pertaining to CITY's business or financial affairs, or to CITY's projects, transactions, clients or customers, CONTRACTOR will not store, copy, analyze, monitor, or otherwise use that data except for the purposes set forth in this Agreement for the benefit of CITY. CONTRACTOR will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII") and data privacy with respect to any such data that CONTRACTOR receives or has access to under this Agreement or in connection with the performance of any services for CITY. CONTRACTOR will otherwise protect PII and will not use, disclose, or transfer such PII except as necessary to perform under this Agreement or as authorized by the data subject or in accordance with applicable law. To the extent that CONTRACTOR receives PII related to the performance of the License Agreement, CONTRACTOR will protect the privacy and legal rights of CITY's personnel, clients, customers, and contractors.
- 32. USE OF BASECAMP.**
Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at <https://basecamp.com/security> are acceptable for the storage of The Client's data and correspondence exchanged with MCCi.
- 33. Entire Agreement.** This Agreement and any exhibits attached hereto contain the entire agreement of the Parties and supersede any prior or contemporaneous written or oral statements or agreements between the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.
- 34. LIMITED LIABILITY**

Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the Customer for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Customer shall be strictly limited to the project fees paid to MCCi by the Customer for the preceding 12-month period immediately preceding the event giving rise to the claim by the Customer, and shall also be limited to the fees paid to MCCi for the particular service/product that the Customer's claim was caused by or arose out of. Due to the intended use of JustFOIA being focused on "Open Records" Requests, MCCi assumes that only public and non-confidential data will be uploaded to the solution, and the full Terms of Use are accessible on the home page of the JustFOIA solution.

IN WITNESS WHEREOF, the Parties hereto have accepted and made and executed this Agreement upon the terms, conditions and provisions set forth above as of the Effective Date.

Approved as to form:

City Attorney

CONTRACTOR:

MCCi, LLC

CITY:

CITY OF KENNESAW

By: Victor D'Aurio
Title: Chief Operational Officer

By: Derek Easterling
Title: Mayor

Attest:

Lea Addington, City Clerk

EXHIBIT B
JustFOIA PRICING

JUSTFOIA PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Complete and return to:
salesoperations@mccinnovations.com

To determine which services and products are included with your project, please refer to the Pricing Section below.

Quote Number: 17852

Product Description:	Qty.	Unit Cost Existing	MCCi Client	Total
<u>JustFOIA ANNUAL SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> JustFOIA Subscription City Pricing Tier 3: 30,000 - 70,000	1	\$6,000.00	\$5,400.00	\$5,400.00
<input checked="" type="checkbox"/> Redaction	1	\$810.00	\$810.00	\$810.00
<input checked="" type="checkbox"/> Training Center for JustFOIA	1	\$900.00	\$810.00	\$810.00
MCCi Annual Recurring Subscription Subtotal				\$7,020.00

GRAND TOTAL - RECURRING ANNUAL SUBSCRIPTION
\$7,020.00

For budgetary purposes, the Client should include \$7,230.60 in annual budget for renewal of the items quoted above. Sales tax will be invoiced where applicable and is not included above.

Service Description:	Qty.	Unit Cost Existing	MCCi Client	Total
<u>JustFOIA SERVICE PACKAGES</u>				
<input checked="" type="checkbox"/> Standard Implementation Detailed Project Plan, Up to 3 Business Processes, Security Configuration for Up to 50 Staff Members, Not to Exceed 6 Hours of Remote User and Administrative Training, 2 Remote Process Analysis Sessions, and Configuration of Up to 4 Email Template. Excludes Structured Workflow Configuration and Implementation.	1	\$4,440.00	\$3,996.00	\$3,996.00
<input checked="" type="checkbox"/> Redaction Configuration and Training	1	\$370.00	\$333.00	\$333.00
Service Packages Subtotal				\$4,329.00

GRAND TOTAL - ONE-TIME SERVICES
\$4,329.00
TOTAL PROJECT COST
\$11,349.00

Your JustFOIA service includes up to 500 GB of data storage. While a vast majority of our clients do not go over this allotted amount, we do charge a fee of \$500 per 500 GB over the included amount of data storage. This fee is added to your yearly subscription.

PAYMENT & BILLING TERMS

MCCi will invoice one hundred percent (100%) of the subscription amount upon providing the Client online access to the JustFOIA service. The balance of the total project will be invoiced upon completion of the proposed professional services. Sales Tax will be included where applicable. Payment will be due upon receipt of an invoice. The Client's annual subscription renewal date is set based on 30 days after the contract is received.

JUSTFOIA ADD-ONS

REDACTION MODULE

JustFOIA's powerful integrated Redaction Module allows you to upload and redact documents in your browser. Automatically redact documents with one click or manually remove sensitive data. Features include: text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any user can redact a document if they are permissioned by your organization.

TRAINING CENTER FOR JUSTFOIA

MCCi's Training Center for JustFOIA annual subscription provides an easy, cost-effective way for all users in your organization to access JustFOIA training videos. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expense while enhancing your internal JustFOIA training program
- Caters to all skill levels from Basic Users to JustFOIA System Administrators
- Unlimited access for your entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized to your organization with your fully indexed recorded training sessions

PROFESSIONAL SERVICES

We are fanatical about client success. Your time is limited, but with JustFOIA professional services, we are an extension of your organization, our qualified experts can assist with a successful implementation. Not sure which package fits your needs, we are here to help!

	STANDARD
Project Kickoff Call and Implementation Plan Identify milestones for successful implementation	✓
Process Analysis Review Conduct a remote information gathering session to understand, guide, and recommend process improvement	✓ Up to 2 Sessions
Project Plan Reviews Detailed weekly project updates	✓
User Configuration Establish and configure initial user security credentials and roles	✓ Up to 50 Employees
Process Configuration Based on client-supplied requirements, we will configure business process forms, workflow statuses, departments, and holidays	✓ Up to 3 Processes
Template Configuration Configure email templates and requestor web pages related to the process	✓ Up to 4 Templates
Support Technical support through user testing before going live	✓
Remote Administrative Training Remote administrative training up to 60 minutes per session. Recording available for viewing.	✓ Up to 2 Sessions
Remote User Training Remote user training up 60 minutes per session. Recording available for viewing.	✓ Up to 4 Sessions
Security Deployed in the Microsoft Azure Government Cloud, providing world-class security	✓
Structured Workflow Automation to help processing larger volumes of specific types of requests. Comes with 5-hour block of Administration Assistance.	✓ Available at an additional charge

EXHIBIT C
CONTRACTOR AFFIDAVIT



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION for declaration of official intent to reimburse costs of various assets with tax-exempt financing.
Agenda Comments:	<p>The City desires to utilize tax-exempt financing through the Georgia Municipal Association lease-purchase program during this fiscal year. This resolution outlines the assets and amounts the City budgeted to finance this fiscal year. Treasury Regulations require that the acquisition and the closing date must occur within 60 days. This resolution secures the tax-exempt financing should the acquisition and closing date fall outside the 60 day timeframe. As assets are purchased, each lease-purchase agreement will be presented to the Mayor and Council for their consideration and approval. Finance Director recommends approval.</p>
Funding Line(s)	

ATTACHMENTS:

Description
Resolution

Upload Date	Type
10/23/2020	Resolution

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020- ___, 2020

**RESOLUTION FOR DECLARATION OF OFFICIAL INTENT TO REIMBURSE COSTS
OF VARIOUS ASSETS WITH TAX-EXEMPT FINANCING**

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

WHEREAS, the City of Kennesaw (the “Issuer”) plans to make asset improvements, acquire various assets, and/or equipment – new Police, Building and Facilities Maintenance, Public Works and Business License Vehicles with equipment and IT equipment; and

WHEREAS, the Mayor and Council (the “Governing Body”) desires its official intent to reimburse costs of assets/asset improvements/equipment through the use of a lease-purchase or other financing mechanism.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body hereby declares pursuant to Treasury Regulations Section 1.150-2 its official intent to reimburse the costs of assets/asset improvements/equipment through the use of a lease-purchase or other obligations for the purpose of paying or reimbursing costs of the said up to approximately \$425,000.

BE IT FURTHER RESOLVED, that a copy of this Resolution be placed in the official records of actions of the Governing Body.

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

ATTEST:

CITY OF KENNESAW

James Friedrich, Deputy City Clerk

Derek Easterling Mayor



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION to award the bid and contract for the City of Kennesaw Janitorial Services RFP to American Facility Services.
Agenda Comments:	A Request for Proposals (RFP) was advertised in the Marietta Daily Journal on September 11 and 18, 2020 for the City of Kennesaw Janitorial Services RFP. Twelve (12) bids were received and opened on October 8, 2020. The proposals were scored based on a 100-point system with each category (staffing, experience, approach, availability, and cost) consisting of 20 points. Cost ranges were between \$78,208 and \$218,400. American Facility Services submitted a complete bid package proposing the lowest cost in the amount of \$99,840 and had the highest overall score. Building Facilities Manager recommends the awarding of the contract to American Facility Services.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/23/2020	Resolution
Contract	10/30/2020	Contract/Agreement
Bid Log	10/20/2020	Backup Material
09-11-20 Legal Ad	10/20/2020	Legal Ad
09-18-20 Legal Ad	10/20/2020	Legal Ad

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020- , 2020

**RESOLUTION TO APPROVE A CONTRACT WITH
AMERICAN FACILITY SERVICES FOR JANITORIAL SERVICES**

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

WHEREAS, the City of Kennesaw Building Maintenance & Facilities Department is responsible for janitorial services for the City of Kennesaw's buildings and facilities; and

WHEREAS, the City of Kennesaw received and opened twelve (12) proposals that were submitted in a timely manner on October 8, 2020; and

WHEREAS, each proposal was scored based on a 100-point system with each category (staffing, experience, approach, availability, and cost) consisting of 20 points; and

WHEREAS, American Facility Services submitted the lowest cost of \$99,840 as a part of a complete proposal package and had the highest overall score; and

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to execute a contract with American Facility Services for janitorial services for City of Kennesaw's buildings and facilities.

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 November, 2020.

ATTEST:

CITY OF KENNESAW:

James Friedrich, Deputy City Clerk

Derek Easterling, Mayor

JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement (this "Agreement") is made and entered into this the _____ day of _____, 2020, by and between the City of Kennesaw, Georgia (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Contractor") The City and Contractor are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

WITNESSETH

WHEREAS, the Parties desire to enter into a Janitorial Service Agreement;

WHEREAS, the City Council voted on _____ to enter into an Agreement with the Contractor for janitorial services.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 As used herein, and notwithstanding any other contrary definition given these terms under Georgia law, the parties hereto specifically agree that the terms defined below shall, for the purpose of this Agreement, have the meanings as set forth in this Section. The words "shall," "will" and "must" are always mandatory and not merely discretionary. The word "may" indicates something that is not mandatory but permissible. When not inconsistent with the context, words in the plural shall include the singular and vice versa, words importing persons shall include firms and corporations, words in the present tense shall include the future tense and use of the masculine gender shall include the feminine gender. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of adoption of this Agreement; and the term "hereafter" shall mean after the initial date of adoption of this Agreement.

2. TERM/RATE

2.1 Term. This Agreement shall be binding on all parties for an "Initial Period" of one (1) year with four (4), one (1) year "Renewal Periods" beginning _____ ("Commencement Date") and ending _____ (the "Initial Term"). The Initial Period and each Renewal Period will be automatically extended for subsequent one (1) year periods unless the City provides written notice to the Contractor of its intention to terminate this Agreement not less than sixty (60) days prior to the expiration of the then-current Period. This Agreement is subject to the multi-year contractual provisions of O.C.G.A 36-60-13(a).

2.2 Rate. The Rate paid by the City to the Contractor under this Agreement shall be \$_____ (“Payment Amount”) per month for the Initial Term. Said amount shall include all costs, supplies and services set forth in Paragraph 3 below.

3. SCOPE OF SERVICES

The Contractor will be asked to provide three (3) employees on Monday, four (4) employees daily Tuesday thru Friday, and one (1) employee on Saturdays. The four (4) total employees are each expected to be on site forty (40) hours a week. The employees work schedule will be structured such that an employee of the Contractor shall be present at all times between the hours of 7:00 a.m. to 5:00 p.m., Monday thru Saturday.

The following services are to be performed throughout this contract are defined below:

- A. Windows - glass surfaces which are an integral part of the outer surface of the building; glass surfaces which serve as walls or room dividers; glass exterior walls of an elevator shaft.
 - (a) Clean All Interior Window Surfaces: After a window has been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall have been removed from frames, casings, sills, and glass.
- B. Trash Removal - All wastebaskets and other waste containers shall be emptied and returned to their original location. Boxes, cans, and papers placed near a trash receptacle and/or marked "TRASH" shall also be removed. Any obviously spoiled or torn plastic trash receptacle liners in trash receptacles shall be replaced. The Contractor shall pick up any trash that may fall onto the facility or grounds during the trash collection by their staff. The trash shall be deposited in the nearest trash collection point.
- C. Vacuuming (carpet) - The carpeted floor shall be free of all-visible litter and soil after vacuuming. All spots shall be removed as soon as noticed. Contractor is responsible for spot cleaning of an area regardless of size. All tears, raveling, etc. shall be brought to the attention of the Building and Facilities Supervisor.
- D. Damp Mop Floors - All accessible non-carpeted areas shall be mopped. Chairs, trash receptacles, and easily movable items shall be moved to mop underneath. The floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil stains, film, debris, or standing water after mopping. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. Do not mop carpeted floors.

- E. Sweep or Dust Mop Floors - After the non-carpeted floors have been swept or dust mopped, the entire floor surface, including corners and abutments, will be free of litter, dust and foreign debris. Chairs, trash receptacles, and easily movable items shall be tilted or moved to sweep underneath.
- F. Walk-Off Mat Cleaning - All existing carpet-type entrance mats shall be vacuumed to remove soil and grit and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept, vacuumed, hosed down outside to remove soil and grit. Soil and moisture underneath entrance mats shall be removed, and mats returned to their normal location.
- G. Low-Dusting - After low-dusting, all dust, lint, litter, and dry soil shall be removed from horizontal surfaces of, windowsills, handrails, etc.
- H. Clean and Disinfect Fixtures - Apply a germicidal detergent solution to all surfaces of basins, toilets, urinals, showers, and adjacent surfaces. Remove all soil, streaks, smudges, etc., from these fixtures and adjacent surfaces. Then dry all metal surfaces of faucets, handles, valves, etc.
- I. Damp Wipe and Disinfect - Damp wipe with a germicidal detergent solution and disinfect all surfaces of furniture, walls, partitions, doors, etc.
- J. Refill Floor Drains - Pour a solution of germicidal detergent or drain maintainer down the floor drain to fill the drain trap and prevent the escape of sewer gas.
- K. De-scale Toilets and Urinals - Use acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc. from the insides of toilet bowls and urinals.
- L. Replenish Supplies - Check and refill each toilet paper dispenser, hand soap dispenser, paper towel dispenser, and toilet seat cover dispenser, etc. The supplies shall be placed in the dispensers in accordance with the directions of the supply and dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage.
- M. Vacuum Completely - Use a carpet vacuum to remove visible and hidden soil and debris from the carpeted areas and from within the carpet pile. Chairs, trash receptacles and other such items shall be tilted or moved where necessary to vacuum underneath. A hose and brush or crevice attachment shall be used to vacuum areas inaccessible to the carpet vacuum. After completely vacuuming, the carpet shall be free of all visible soil and litter and all soil which can be removed from the carpet pile.

4. EQUIPMENT, FACILITIES, & SUPPLIES

- A. Equipment and Tools - The Contractor shall furnish all equipment and tools necessary to properly perform all facets of this Contract. All equipment shall have bumpers and necessary guards to prevent marking or scratching of fixtures, furnishings, or building surfaces. All electrical equipment used by the Contractor shall meet all Federal, State and local electrical safety standards, codes and requirements for equipment used in this Contract and shall be **UL** approved or equivalent. The equipment must operate using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or attempted operation of electrical equipment, or combinations of equipment, which require power exceeding the capacity of existing building circuits.
- B. Facilities - The Owner shall furnish, without cost to the Contractor, designated spaces in buildings and a reasonable amount of utilities to be used only in connection with the performance of this Contract. The Contractor shall maintain this space to the same standards as similar areas occupied by the Owner. The Contractor will not make any modifications or alterations to the space except with the written permission of the Owner. The Contractor shall vacate building space and restore the premises at his expense to the condition in which received, normal wear and tear excepted, by the time stated for the Contract completion. No reserved or special parking shall be provided by the Owner.
- C. Supplies - The Owner shall furnish only the following supplies to be used in providing the custodial services required of this Contract:
 - Toilet tissue
 - Hand soap for dispensers
 - Multifold hand towels
 - Trash Bags
 - All other cleaning materials are to be supplied by the Contractor and an itemized bill provided to the Building and Facilities Manager monthly for approval. These items are not to be included in the contracted price.

5. SPECIFIC TASKS AND FREQUENCIES

This section identifies the tasks that are to be performed with the frequency of occurrence. All cleaning tasks must be accomplished to meet the quality requirements of the performance work definitions. The frequencies of the tasks to be performed as stated are **minimums** and shall be performed as often as required.

City of Kennesaw Facilities

City Hall
 Ben Robertson Community Center
 Southern Museum
 Smith-Gilbert Gardens
 Train Depot
 Community House
 Public Works Office

Frequency of services to be performed in all areas of facilities listed above (Including elevators, stairways, mechanical/elect rooms, storage areas, and all other spaces):

-Remove trash (change liners)	1/day -
Empty recycle bins	1/day -Low dusting
	1/day
-Spot clean furniture & bldg. surfaces	1/day
-Walk off mat cleaning	1/day
-Clean & refill drains	1/month
-Hand sweep pedestrian entrances	1/day
-Spot clean windows	1/day
-Complete interior window clean	4/year (spring, summer, fall, winter)
-Resilient Tile, Vinyl composition tile (VCT)	
Hard Tile or Terrazzo Floor	
Dust mop	1/day
Damp mop	1/day
-Concrete Floors	
Dust mop	1/day
Damp mop	1/day
-Carpet	
Vacuum completely	1/day

Services to be performed in in all areas of facilities listed above (Including elevators, stairways, mechanical/elect rooms, storage areas, and all other spaces):

-FLOORS

All hard surface floors swept and/or dust-mopped with control treated mops or other effective tools and left clean and free of dust.

Carpet vacuumed; spot cleaned where possible.

Stairs checked, swept/vacuumed where needed.

Break rooms and floors damp mopped.

-RESTROOMS

Floors swept, mopped, and rinsed with a disinfectant detergent.
Fixtures cleaned and sanitized.
Mirrors cleaned.
Stall partitions and walls kept clean.
Waste receptacles emptied, and resulting debris placed in designated areas.
Towel and tissue receptacles refilled from your stock.

-RECEPTACLES

Waste receptacles emptied and resulting debris placed in designated area.
Plastic liners replaced as needed from your stock.

-GLASS

Entrance door glass cleaned.
Partition glass smudges removed.

-DUSTING

Counters, tables dusted.
Break room tables, microwave, and counter tops damp wiped.

-MISCELLANEOUS

Drinking fountains cleaned and sanitized.
Carpet spot cleaned.
Overhead vent dusted.
Detail vacuum under desk.
Carpet stairs detailed, vacuumed, spotted, and dusted.
Venetian blinds, window mullions dusted.
Low ledges detail dusted.
Walls spot cleaned.

6. LIMITATION OF LIABILITY

The City shall not be liable for injury or damage except to the extent caused by the City's negligence or willful misconduct. The City shall not be liable for expenditures for substitute equipment or services, loss of revenue or profit, loss, corruption or release of data, failure to realize savings or other benefits, storage charges; or incidental, special, punitive or consequential damages arising out of or in connection with this Agreement, regardless of the legal theory on which the claim is based and even if the City has been advised of the possibility of such damages.

7. BOOKS AND RECORDS

The Contractor shall maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice. Contractor shall maintain, for a period of five (5) years, a copy of all records.

8. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is acting as independent contractors and not as an employee, agent, partner or joint venture of City, and no party shall hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the Parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

9. REPRESENTATIONS OF CONTRACTOR

9.1 Contractor currently has, and will maintain throughout the term, all permits and licenses required by law for the performance of this Agreement and will perform its obligations in accordance with applicable laws. Contractor will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

9.2 Employment Eligibility Verification. The Contractor, and any subcontractors thereof, are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of all employees performing services under this Agreement. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

10. BREACH: TERMINATION

If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to ten (10) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (10) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within ten (10) days after written notice of

the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

11. INDEMNIFICATION

Contractor shall fully indemnify, hold harmless and defend City, and its elected officials, directors, officers, employees, agents, attorneys, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to any act or omission of Contractor or arising out of Contractor's failure to comply with the provisions of this Agreement.

12. FORCE MAJEURE

12.1. If the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of Force Majeure.

12.2. An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that the events or circumstances delay the City or Contractor from performing any of the obligations under the contract documents, including, but not limited to, Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

12.3. In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further use its best efforts to cure the event of Force Majeure.

12.4. The City will grant such variances in routes and schedules as are reasonably required in the event of Force Majeure and will negotiate with Contractor fees for any additional work that Contractor may agree to perform in such event. At all times, the City reserves the right to enter into contracts for the waste generated in a Force Majeure event with additional and/or other available companies as needed if the parties cannot agree to the terms for such additional work.

13. ASSIGNMENT

Contractor may not assign this Agreement, or the rights hereunder, without prior written approval of the City.

14. INSURANCE

14.1 The insurance coverage required below shall be issued by a company or companies 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 of Class V or larger. Each such policy shall contain the following provisions:

(a) Should any of the required policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In the event of cancellation or expiration of coverage, Contractor shall provide replacement coverage in the required amounts with no lapse in coverage.

(b) All deductibles shall be paid for by the Contractor.

(c) These policies shall be primary, noncontributing with 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.

(d) Certification of insurance evidencing the required coverage shall be furnished to the City at least fifteen (15) days prior to commencement of services under the signed contract.

14.2 The Contractor also agrees to purchase insurance and provide an ACORD insurance certificate to evidence coverage consistent with the policies and requirements of O.C.G.A. § 5021-37, as noted herein. 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 the 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, explosion, collapse, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Location 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 \$1,000,000.00 Combined Single Limit Bodily Injury, Property Damage per occurrence.

(d) Commercial Umbrella or Excess Liability Coverage: \$2,000,000 in liability excess coverage per occurrence above the contracts stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

15. NOTICE

All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to Contractor, to:

If to City, to:

City of Kennesaw

Kennesaw, GA 30144

16. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

17. SEVERABILITY

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

18. NO WAIVER

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

19. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

20. GOVERNING LAW.

This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia. Venue and jurisdiction over all disputes under this Agreement shall lie in the Superior Court of Cobb County, Georgia

21. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and the Parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

22. CONSTRUCTION.

The terms of this Agreement are a joint effort of the parties, and it should be construed with fairness as between the parties and no more strictly enforced against one or the other.

IN WITNESS WHEREOF, the City of Kennesaw and _____ have executed this Janitorial Service Agreement as of the date first set forth above.

CITY OF KENNESAW, GEORGIA

Derek Easterling, Mayor
City of Kennesaw

ATTEST:

Approved as to form:

James Friedrich, Deputy City Clerk

City Attorney

CONTRACTOR

By: _____

Title: _____

ATTEST:

Corporate Secretary (Seal)

Sworn and subscribed before me this

____ day of _____, 2020. _____
WITNESS

Notary Public
Commission Expires

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

City Bid Log/Results

Project: Janitorial Services RFP

Deadline: October 8, 2020

Date Rec'd.	Time	Company	Bid Amounts	Awarded Bid	Comments
09/28/20	2:20 PM	Disinfectant Solutions of Atlanta 2470 Windy Hill Road STE 436 Marietta, GA 30067			
09/29/20	12:55 PM	Kennard Enterprises, LLC			
10/05/20	1:40 PM	Prestigious Cleaning Team, LLC 2655 Cobb Parkway STE 108 Kennesaw, GA 30152			
10/06/20	2:08 PM	American Facility Services 1325 Union Hill Industrial CT STE A Alpharetta, GA 30004			
10/06/20	2:08 PM	Building Maintenance Services, Inc. 1955 Vaughn Rd Kennesaw, GA 30144			
10/06/20	2:23 PM	Premier Janitorial Services, LLC 2500 Dallas Hwy STE 202 #1045 Marietta, GA 30064			
10/07/20	9:35 AM	Intercontinental Commercial Services, Inc. 912 Hurricane Shoals Road NE Lawrenceville, GA 30043			
10/07/20	9:45 AM	ACP Facility Services 4907 Small Gains Way Frederick, MD 21703			
10/08/20	9:35 AM	SKB Facilities & Maintenance 8354 Countrywood Fwy Cordova, TN 38016			

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

10/08/20	12:50 PM	Harpur Security Janitorial 100 Leslie Oak Drive Apt 10007 Lithonia, GA 30058			
10/08/20	2:20 PM	Black and More Tree Inc.			
10/08/20	2:30 PM	Fennell Logistics			

Clerk of Superior Court

County, September, 2020.
A KEATON
 Clerk of Superior Court
 County
RMANI FIRM, LLC
 31 NW, Suite 489
 GA 30309
 anifirm.com
 for Plaintiff
 nad Ahmad
 Ahmad, Esq.
 ar No. 471032
 M LAW FIRM
 Street NE, Suite 700
 Georgia 30309
 Fax: 678.941.9460
 semlaw.com
 Abdel-Aleem
BDEL-ALEEM
 ar No. 946317
 idhurya
 ar No. 322256
 for Plaintiff
 10:2,9-2020

J-9569
 N-14
IOR COURT OF
COUNTY
GEORGIA
ON FILE NO.
 3436-52
 Naomi Beverly
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ENT NAME:
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IN ADDRESS
 ke Park Lane
 GA 30144
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 September, 2020
KEATON
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 P.O. Box 2144
 GA 30061
 everly@gmail.com
 2:9-2020

9570
 1-14
OR COURT OF
COUNTY
GEORGIA
FILE NUMBER
 120-53
RIEN,
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ITCHEM, JR.,
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V ADDRESS
 als Avenue
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MITCHEM, JR.
UBLICATION
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RIETTA, GA 30090
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PERIOR COURT.
 September, 2020.
KEATON
RIOR COURT
ED BY:
 Reese
 No. 323913
 Plaintiff

8007 Clerk of Superior Court

denation was filed as above styled.
 You are commended to file an answer
 to said Libel with the Clerk of said
 Court and serve a copy upon Joyette
 Holmes, District Attorney, whose ad-
 dress is 70 Haynes Street, 3rd Floor,
 Marietta, Georgia 30090, within thirty
 (30) days from the 25th day of Septem-
 ber, 2020, or said property will be con-
 demned as provided by law.
REBECCA KEATON
SUPERIOR COURT CLERK
RESPONDENT: Billy Christian
Agency: MCS/Narcotics
 9:18,25-2020

MDJ-9445
GNP-14
IN THE SUPERIOR COURT OF
COBB COUNTY
THE STATE OF GEORGIA
BY AND THROUGH
JOYETTE HOLMES
DISTRICT ATTORNEY
 V.
 \$6,625.00 US Currency
CIVIL ACTION NO. 20-1-1669-28
 Request for Service by Publication dated
 this 13th day of September, 2020; de-
 fendant not found after diligent
 search.
YOU ARE NOTIFIED that on the 5th
 day of March, 2020, a Libel for Con-
 demnation was filed as above styled.
 You are commended to file an answer
 to said Libel with the Clerk of said
 Court and serve a copy upon Joyette
 Holmes, District Attorney, whose ad-
 dress is 70 Haynes Street, 3rd Floor,
 Marietta, Georgia 30090, within thirty
 (30) days from the 25th day of Septem-
 ber, 2020, or said property will be con-
 demned as provided by law.

REBECCA KEATON
SUPERIOR COURT CLERK
RESPONDENT: Tyler Curry
Agency: MCS/Narcotics
 9:18,25-2020

MDJ-9446
GNP-14
IN THE SUPERIOR COURT OF
COBB COUNTY
THE STATE OF GEORGIA
BY AND THROUGH
JOYETTE HOLMES
DISTRICT ATTORNEY
 V.
 \$6,515.00 US Currency
CIVIL ACTION NO. 20-1-0555-56
 Request for Service by Publication dated
 this 13th day of SEPT, 2020; de-
 fendant not found after diligent search.
YOU ARE NOTIFIED that on the 22nd
 day of JANUARY, 2020, a Libel for
 Condemnation was filed as above
 styled. You are commended to file an
 answer to said Libel with the Clerk of
 said Court and serve a copy upon
 Joyette Holmes, District Attorney,
 whose address is 70 Haynes Street, 3rd
 Floor, Marietta, Georgia 30090, within
 thirty (30) days from the 25th day of
 September, 2020 or said property will
 be condemned as provided by law.

REBECCA KEATON
SUPERIOR COURT CLERK
RESPONDENT: Nam Jang
Agency: MCS/Narcotics
 9:18,25-2020

MDJ-9447
GNP-14
IN THE SUPERIOR COURT OF
COBB COUNTY
THE STATE OF GEORGIA
BY AND THROUGH
JOYETTE HOLMES
DISTRICT ATTORNEY
 V.
 \$5,279.00 US Currency
CIVIL ACTION NO. 20-1-1310-48
 Request for Service by Publication dated
 this 13th day of SEPT, 2020; de-
 fendant not found after diligent search.
YOU ARE NOTIFIED that on the 20th
 day of FEBRUARY, 2020, a Libel for
 Condemnation was filed as above
 styled. You are commended to file an
 answer to said Libel with the Clerk of
 said Court and serve a copy upon
 Joyette Holmes, District Attorney,
 whose address is 70 Haynes Street, 3rd
 Floor, Marietta, Georgia 30090, within
 thirty (30) days from the 25th day of
 September, 2020, or said property will
 be condemned as provided by law.

REBECCA KEATON
SUPERIOR COURT CLERK
RESPONDENT: Earl Turner
Agency: MCS/Narcotics
 9:18,25-2020

8020 Service/Construction Bids

MDJ-9245
GNP-05
Advertisement for Bids
 Cobb County will receive sealed bids
 before 12:00 noon, September 24, 2020
 at the
Cobb County Purchasing Department
 122 Waddell Street NE
 Marietta, Georgia 30060
 No bids will be accepted after
 the 12:00 noon deadline
 Sealed Bid T1025
Request for Bids
 Noonday Creek WRF
Primary Clarifier Rehabilitation
 (rehabilitation of six primary clarifiers
 at the Noonday Creek
 Water Reclamation Facility)
Cobb County Water System
 To access the full text for this solicita-
 tion, visit the Cobb County Purchasing
 Departments Web Portal for Sealed
 Bids at
www.bidnetdirect.com/georgia/cobb-county
 The Cobb County Purchasing
 Department uses an e-procurement
 system for electronic solicitation
 through BidNets Georgia Purchasing
 Group. The solicitation, Instructions to
 Bidders, form of Bid, form of Con-
 tract, Drawings, Specifications, forms
 of the Bid Bond, Performance Bond,
 Payment Bond, other Contract Docu-
 ments and addenda are available on
 BidNets Georgia Purchasing Group
 website. Users must register to access
 the documents. There is a no charge
 option available.
 8:28;9:4,11,18-2020

MDJ-9438
GNP-05
City of Kennesaw
Request For Proposals
 Notice is hereby given the City of Ken-
 nesaw will accept sealed bids for a
 year-to-year service agreement with a
 qualified Contractor to provide Jani-
 torial Services for all City of Kennesaw
 facilities. Bidding documents may be
 obtained electronically from the City
 Clerks Office (Issuing Office) through
 Leo Addington, City Clerk, at
ladaddington@kennesaw-ga.gov. Only a
 bid submitted by a bidder on record
 with the City Clerks Office as having
 received bidding documents from the
 Issuing Office will be opened. Sealed
 bids or received will be opened and
 read aloud at 3:00 PM, local time, on
 September 30, 2020 in the Training
 Room of Kennesaw City Hall, 2529 J.O.
 Stephenson Ave, Kennesaw, GA 30144.
 All mailed or hand delivered bids must
 be received by the Kennesaw City
 Clerks Office, 2529 J.O. Stephenson
 Ave, Kennesaw, GA 30144, prior to the
 Bid Opening Date and Time. All bid en-
 velopes must be clearly marked on the
 outside "Janiitorial Services RFP".
 Bidder retains full responsibility for
 assuring that bids are received prior to
 the time stated for bid opening. From
 the date this invitation to Bid is issued
 until a bidder is selected and the selec-
 tion is announced, there will be no
 communication for any reason, except
 during the site visits, between a bidder
 and any City employee other than the
 contracting officer listed regarding
 this bid. The City reserves the right to
 reject any bid for violation of this pro-
 vision. No questions other than those
 submitted in writing will be accepted,
 and only written responses will be
 binding upon the City. Site visits will
 be conducted by appointment through
 Robbie Bolenger, Building and Facili-
 ties Manager, from September 21 -
 September 23, 2020. Questions concern-
 ing this bid and/or site visit must be
 submitted in writing to
rbolenger@kennesaw-ga.gov. The City
 reserves the right to reject or accept
 any or all proposals and to waive tech-
 nicalities, informalities and minor ir-
 regularities in the proposals received.
 9:11,18-2020

MDJ-9438
GNP-05
City of Kennesaw
Request For Proposals
 Notice is hereby given the City of Ken-
 nesaw will accept sealed bids for a
 year-to-year service agreement with a
 qualified Contractor to provide Jani-
 torial Services for all City of Kennesaw
 facilities. Bidding documents may be
 obtained electronically from the City
 Clerks Office (Issuing Office) through
 Leo Addington, City Clerk, at
ladaddington@kennesaw-ga.gov. Only a
 bid submitted by a bidder on record
 with the City Clerks Office as having
 received bidding documents from the
 Issuing Office will be opened. Sealed
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 Bid Opening Date and Time. All bid en-
 velopes must be clearly marked on the
 outside "Janiitorial Services RFP".
 Bidder retains full responsibility for
 assuring that bids are received prior to
 the time stated for bid opening. From
 the date this invitation to Bid is issued
 until a bidder is selected and the selec-
 tion is announced, there will be no
 communication for any reason, except
 during the site visits, between a bidder
 and any City employee other than the
 contracting officer listed regarding
 this bid. The City reserves the right to
 reject any bid for violation of this pro-
 vision. No questions other than those
 submitted in writing will be accepted,
 and only written responses will be
 binding upon the City. Site visits will
 be conducted by appointment through
 Robbie Bolenger, Building and Facili-
 ties Manager, from September 21 -
 September 23, 2020. Questions concern-
 ing this bid and/or site visit must be
 submitted in writing to
rbolenger@kennesaw-ga.gov. The City
 reserves the right to reject or accept
 any or all proposals and to waive tech-
 nicalities, informalities and minor ir-
 regularities in the proposals received.
 9:11,18-2020

MDJ-9446
GNP-05
INVTATION FOR BID
Sailors Parkway at
CH James Parkway
IFB 20-005
 The City of Powder Springs will be
 seeking qualified, experienced, and li-
 censed contractors with demonstrated
 skills and experience in providing con-
 struction services for the traffic con-
 trol, grading, curb and gutter, paving,
 and all other work necessary for the
 completion of IFB 20-005 Sailors Park-
 way at CH James. This proposal shall
 also include all materials, labor, equip-

MDJ-9446
GNP-05
INVTATION FOR BID
Sailors Parkway at
CH James Parkway
IFB 20-005
 The City of Powder Springs will be
 seeking qualified, experienced, and li-
 censed contractors with demonstrated
 skills and experience in providing con-
 struction services for the traffic con-
 trol, grading, curb and gutter, paving,
 and all other work necessary for the
 completion of IFB 20-005 Sailors Park-
 way at CH James. This proposal shall
 also include all materials, labor, equip-

MDJ-9446
GNP-05
INVTATION FOR BID
Sailors Parkway at
CH James Parkway
IFB 20-005
 The City of Powder Springs will be
 seeking qualified, experienced, and li-
 censed contractors with demonstrated
 skills and experience in providing con-
 struction services for the traffic con-
 trol, grading, curb and gutter, paving,
 and all other work necessary for the
 completion of IFB 20-005 Sailors Park-
 way at CH James. This proposal shall
 also include all materials, labor, equip-

8020 Service/Construction Bids

(DBE) Participation and Small Busi-
 ness Participation in all DOT contracts
 is encouraged.
 The Cobb County Board of Commis-
 sioners reserves the right to reject all
 Bids and waive any formalities.
 9:11,18,25;10:2-2020

MDJ-9477
GNP-05
Advertisement for Bids
 Sealed bids from qualified contractors
 will be received before 12:00 NOON,
 October 8, 2020 in the
Cobb County Purchasing Department
 122 Waddell Street NE
 Marietta, GA 30060
 For furnishing all labor, materials,
 equipment, appliances, etc. pursuant
 to the plans, specifications,
 condition and addenda.
 No bids will be accepted after
 the 12:00 noon deadline
 Sealed Bid # 21-6548
Invitation to Bid
Lions Park Concession
Building Renovation
Cobb County PARKS Department
 This solicitation and any addenda are
 available for download in PDF format
 on the Cobb County Purchasing web-
 site: www.cobbcounty.org/purchasing.
 9:11,18,25;10:2-2020

MDJ-9478
GNP-05
Advertisement for Request
for Proposals
 Cobb County will receive Sealed Pro-
 posals before 12:00 noon, October 8,
 2020 in the
Cobb County Purchasing Department
 122 Waddell Street
 Marietta, Georgia 30060
 No bids will be accepted after
 the 12:00 noon deadline
 Sealed Bid # 21-6551
Request for Proposals
Commercial Property
Division Privatization
Cobb County Board of Tax Assessors
 This solicitation and any addenda are
 available for download in PDF format
 on the Cobb County Purchasing web-
 site: www.cobbcounty.org/purchasing.
 9:11,18,25;10:2-2020

MDJ-9436
GNP-05
City of Acworth
Request for Qualifications
Number 2020-09
 Sealed bids will be accepted at the City
 of Acworth, Office of the City Clerk, lo-
 cated at 4415 Center Street, Acworth,
 GA, 30101, no later than 2:30 p.m., on
 October 14, 2020, at which time said
 sealed bids will be publicly opened and
 read aloud. Bids are being received for
 the:
Acworth Comprehensive Sign Contract
 All bidders must comply with all gen-
 eral and special instructions. Sealed
 bids must be delivered to the above
 listed address. All information pertain-
 ing to bid number, bid description, bid-
 der and opening date must be listed on
 the sealed envelope.
 All bids must be delivered to the ad-
 dress listed above no later than the
 time and date indicated. The City of
 Acworth reserves the right to waive
 any or all informalities, accept or re-
 ject any or all bids, to re-advertise and
 award in the best interest of the City.
 For additional information, contact
 James Albright at (770) 917-1234. Refer
 to RFQ Number 2020-09. In order to re-
 ceive bidder information packets, all
 interested firms must register to bid
 by calling the Acworth Parks, Recre-
 ation, and Community Resource De-
 partment at (770) 917-1234, Monday
 through Friday, 8:00 a.m. to 5:00 p.m.
 After firm is registered, an electronic
 version of the bidder information pack-
 ets can be sent.
 9:18,25;10:2-2020

MDJ-9436
GNP-05
City of Acworth
Request for Qualifications
Number 2020-09
 Sealed bids will be accepted at the City
 of Acworth, Office of the City Clerk, lo-
 cated at 4415 Center Street, Acworth,
 GA, 30101, no later than 2:30 p.m., on
 October 14, 2020, at which time said
 sealed bids will be publicly opened and
 read aloud. Bids are being received for
 the:
Acworth Comprehensive Sign Contract
 All bidders must comply with all gen-
 eral and special instructions. Sealed
 bids must be delivered to the above
 listed address. All information pertain-
 ing to bid number, bid description, bid-
 der and opening date must be listed on
 the sealed envelope.
 All bids must be delivered to the ad-
 dress listed above no later than the
 time and date indicated. The City of
 Acworth reserves the right to waive
 any or all informalities, accept or re-
 ject any or all bids, to re-advertise and
 award in the best interest of the City.
 For additional information, contact
 James Albright at (770) 917-1234. Refer
 to RFQ Number 2020-09. In order to re-
 ceive bidder information packets, all
 interested firms must register to bid
 by calling the Acworth Parks, Recre-
 ation, and Community Resource De-
 partment at (770) 917-1234, Monday
 through Friday, 8:00 a.m. to 5:00 p.m.
 After firm is registered, an electronic
 version of the bidder information pack-
 ets can be sent.
 9:18,25;10:2-2020

8025 Debtors and Creditors

MDJ-9015
GNP-7
Notice to Debtors and Creditors
 All creditors of the estate of James
 Andrew Watkins late of Cobb County,
 deceased, are hereby notified to render
 in their demands to the undersigned
 accordingly to law, and all persons in-
 debted to said estate are required to
 make immediate payment.
 This 17th day of August, 2020
Renee Little Kirby
Administrator
 3723 Beebe Point Drive,
 Theodore, AL 36582
 8:28; 9:4,11,18-2020

8025 Debtors and Creditors

Mendon, late of Cobb County, de-
 ceased, are hereby notified to render
 in their demands to the undersigned
 accordingly to law, and all persons in-
 debted to said estate are required to
 make immediate payment.
Charlotte Maria Manley
Executor
 c/o John P. Farrell, Esq.,
 316 Alexander Street
 Ste. 4
 Marietta, GA 30060
 8:28;9:4,11,18-2020

MDJ-9094
GNP-7
NOTICE TO DEBTORS AND
CREDITORS
 All creditors of the estate of BETTY
 JO WARREN, late of Cobb County,
 Georgia, deceased, are hereby notified
 to render their demand to the under-
 signed accordingly to law, and all per-
 sons indebted to said estate are hereby
 required to make immediate payment.
 This 21ST DAY OF AUGUST 2020.
/s/Theron D. Warren, III
Theron D. Warren, III
Executor
 Estate of Betty Joe Warren
 595 Wisteria Drive
 Marietta, GA 30064
/s/Theron D. Warren, III
Theron D. Warren, III
Sellers & Warren, P.C.
Attorney for Executor
 8:28; 9:4,11,18-2020

MDJ-9111
GNP-7
NOTICE TO DEBTORS AND
CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
 All creditors of the estate of Arline
 Marie Hall, late of Cobb County, de-
 ceased, are hereby notified to render
 in their demands to the undersigned
 accordingly to law, and all persons in-
 debted to said estate are required to
 make immediate payment.
 This 24th day of August, 2020.
Christy L. Roy, 290 Addington Circle,
Waleska, GA 30183
Barbara Van Horn, 211 Sequoia Dr.
Marietta, GA 30060
Co-Executors
 8:28; 9:4,11,18-2020

MDJ-9114
GNP-7
NOTICE TO DEBTORS AND
CREDITORS
STATE OF GEORGIA
COUNTY OF COBB
 All creditors of the estate of Cornell
 Terrence Seymour, late of Cobb Coun-
 ty, deceased, are hereby notified to
 render in their demands to the under-
 signed accordingly to law, and all per-
 sons indebted to said estate are re-
 quired to make immediate payment.
Shirley Elizabeth Seymour
Executor
 c/o Amanda Mathis Riedling
 Georgia Wills, Trusts & Probate Firm,
 LLC
 274 Washington Ave.
 Marietta, GA 30060
 8:28; 9:4,11,18-2020

MDJ-9149
GNP-7
NOTICE TO DEBTORS
AND CREDITORS
 All creditors of the estate of Shirley
 Siegel Parkos Yonis late of Cobb Coun-
 ty, deceased, are hereby notified to
 render in their demands to the under-
 signed accordingly to law, and all per-
 sons indebted to said estate are re-
 quired to make immediate payment.
 This 19th day of August, 2020
Roger Merritt
Executor
 4485 Adams Avenue,
 Miami Beach, Florida 33140
 8:28;9:4,11,18-2020

MDJ-9163
GNP-07
NOTICE TO DEBTORS
AND CREDITORS
COUNTY OF COBB
 All creditors of the estate of Robert
 Weldon Presnell, late of Cobb County,
 deceased, are hereby notified to render
 in their demands to the undersigned
 accordingly to law, and all persons in-
 debted to said estate are required to
 make immediate payment.
Krystle Presnell
Executor
 1437 Glynn Oaks Dr
 Marietta, GA 30008
 8:28-9:4,11,18-2020

MDJ-9163
GNP-07
NOTICE TO DEBTORS
AND CREDITORS
COUNTY OF COBB
 All creditors of the estate of Robert
 Weldon Presnell, late of Cobb County,
 deceased, are hereby notified to render
 in their demands to the undersigned
 accordingly to law, and all persons in-
 debted to said estate are required to
 make immediate payment.
Krystle Presnell
Executor
 1437 Glynn Oaks Dr
 Marietta, GA 30008
 8:28-9:4,11,18-2020



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION authorizing a contract with Dude Solutions Work Order Management Software.
Agenda Comments:	This request is to obtain approval for the purchase of a new work order management software. The existing software is antiquated, and no longer performs at a level required by staff. New software will allow staff to better manage City properties, track facility repairs, and control project scope and costs. This software was budgeted in the approved FY21 budget. The cost of the software is \$31,485.99. Building Facilities Manager recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/23/2020	Resolution
Dude Solutions Agreement	10/23/2020	Maps

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-__, 2020

**RESOLUTION AUTHORIZING A CONTRACT WITH MCCI FOR JUSTFOIA OPEN
RECORDS REQUEST TRACKING SOLUTION AND THE MAYOR TO EXECUTE THE
AGREEMENT**

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

WHEREAS, The Building and Facilities Department desires to enter into a contract with Dude Solutions for their work order management software; and

WHEREAS, the existing software is antiquated, and no longer performs at a level required by staff; and

WHEREAS, new software will allow staff to better manage City properties, track facility repairs, and control project scope and costs; and

WHEREAS, the budget cost of Dude Solutions is \$31,485.99 as approved in the fiscal year 2021-2022 budget with an annual renewal cost of \$36,897; and

WHEREAS, the agreement for the solution is attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, the Mayor and City Council authorize a contract with Dude Solutions for their work order management software and the Mayor to sign and execute the attached agreement.

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

ATTEST:

CITY OF KENNESAW:

James Friedrich, Deputy City Clerk

Derek Easterling, Mayor



Software for Smarter Operations

PREPARED FOR

City Of Kennesaw
2529 J O Stephenson Ave.
Kennesaw, GA 30144

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

October 1, 2020





Pricing is based on:

- Population of 34,100
- Unlimited Users, Unlimited Modules for Asset Essentials (unlimited departments)
- Sourcewell/NJPA Agreement: <https://www.sourcewell-mn.gov/cooperative-purchasing/110515-sdi#tab-contract-documents> (<https://www.sourcewell-mn.gov/cooperative-purchasing/110515-sdi#tab-contract-documents>)
- Membership with Sourcewell/NJPA: <https://www.sourcewell-mn.gov/node/416301> (<https://www.sourcewell-mn.gov/node/416301>)
- Assumes authorization occurs in October or November of 2020
- Initial Term = Now to September 30, 2021
- First Renewal Term = October 1, 2021 to Sept 30, 2022

Solutions - Subscription

Asset Essentials Enterprise

- Facilities/Physical Plant Module
- Streets/Signs/Sidewalks Module
- Storm Water Module
- Parks, Recreation and Forestry Module
- Fleet Module
- Other Module

Dude Analytics

Asset Essentials Inventory

Event Manager Professional

Subscription Term: 10 months

2 months included at no additional cost

Subtotal: \$24,598.49

Implementation & Services

Virtual Consulting Service for 5 days

Subtotal: \$6,887.50

Total Initial Investment

\$31,485.99 USD

Pricing for the First Renewal Term is \$36,897.00.



Event Manager QuickStart Summary:

Your introduction to QuickStart begins with an Orientation Call with a Dude Solutions (DSI) Engagement Manager who will review the products and features of your subscription. This call will define a success plan for training and implementation based on the specific features of the Event Manager package you plan to utilize.

An Implementation Specialist will work with you virtually to configure your account. During your Implementation, you will be asked to participate in Virtual Class Trainings to learn the foundation of your solution, followed by setup tasks and consulting. Your DSI Implementation Specialist will ask questions that will shape your account setup and will provide insight, and tips, to guide your implementation.

Your QuickStart Includes:

- Orientation Call to learn about your Client Services team.
- Master Calendar creation with a Tenant Administrator user account to get you started!
- Access to all Virtual Class Trainings and our Online Help Resources.
- Assistance with online scheduling of classes.
- 1:1 remote consulting on available product features and functionality to accompany your Virtual Class Trainings.
- Access to our Legendary Support Team at the conclusion of implementation for answers, assistance, and ongoing support.

Legendary Support Team

Your subscription entitles you to world class support from the Legendary Support Team. From 8 am - 6 pm EST, we're standing by ready to assist with any feature/functionality questions. We promise a live person will answer your call within 3 rings and quickly direct you to a knowledge Advisor. We're committed to responding to all emails sent to support@dudesolutions.com (<mailto:support@dudesolutions.com>), within one hour. If you prefer to keep a support dialogue open at your work station, our Advisors are also available via Chat. The Legendary Support Team is dedicated to your success. Our mission is to effectively communicate, efficiently resolve problems, and delight clients with every interaction.

Client Success Team

You have partnered with Dude Solutions because you believe we will deliver overwhelming value to you and your organization. Our Client Success team is dedicated to ensuring you meet the outcomes you and your organization expect by implementing our solutions. You will have the opportunity to work with a member of our Client Success team on an ongoing basis. Your Client Success Representative will be strategic in their efforts to drive results, keeping your success as their primary goal.



Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 20GB of data. Data storage that exceeds 20GB may subject to an additional fee of \$500 per year per additional 20GB of storage

Terms of Service:

- Proposal has been prepared for City Of Kennesaw
- Proposal expires in 60 days
- Initial Term: 10 months
- Payment: Terms are net 30 days
- Billing frequency other than annual is subject to additional processing fees
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt, please email a copy of your Tax Exemption Certificate to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Please address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Service dates are scheduled Monday-Friday
- If a service day is rescheduled or cancelled by City Of Kennesaw, then City Of Kennesaw is responsible for any cancellation fees incurred by rescheduling or cancelling travel and living fees.
- Onsite service days rescheduled less than 2 weeks before the scheduled delivery date will incur cancellation fees.
- Services will be scheduled upon written acceptance of the terms and conditions of this proposal.
- We must allow six weeks of lead time from the purchase date for booking service for travel and living purposes.
- Dude Solutions, Inc. maintains the necessary liability coverage for their products and services. Proof of insurance can be provided upon request.
- The terms and conditions ("Terms") of this offer are based upon Dude Solutions, Inc.'s [Online Subscription Agreement \(http://dudesolutions.com/terms\)](http://dudesolutions.com/terms).
- Acceptance is expressly limited to these Terms. Any additional or different terms proposed by you (including, without limitation, any terms contained in any document incorporated by reference into the Purchase Order) are objected to and rejected and will be deemed a material alteration hereof.





Signature

Presented to:

Q-185082

April 22, 2020, 10:54:00 AM

Accepted by:

Printed Name

Signed Name

Title

Date





**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Authorize purchase of three vehicles approved in the FY21 Budget.
Agenda Comments:	Council approved the purchase of two vehicles for the Stormwater Department and one vehicle for the Public Works Department in the FY21 Budget. Using the State contacts available through the Georgia Department of Administration, the City is able to purchase two 2021 Ford F-550's for the Stormwater Department from Wade Ford for the cost of \$59,984.00 each. The City is also able to purchase one 2020 Ford Explorer from Pugmire Ford for the Cost of \$35,000.00. The Public Works Director recommends authorization.
Funding Line(s)	Public Works: 100.1045.54.220000.00000 – Vehicles Stormwater: 560.4320.54.20000.00000 – Vehicles

ATTACHMENTS:

Description	Upload Date	Type
Exhibit	10/22/2020	Exhibit
Exhibit	10/22/2020	Exhibit



GA Statewide Contract 99999-001-SPD0000155

19,500 GVWR Cab & Chassis Ford F-550

Regular Cab, Dual Rear Tires, Spare, PTO, 6.7L Diesel, Automatic, Cab Step, Block Heater, 84 CA, AC, AM/FM, Rear Camera, Tow mirrors, Bluetooth Compatible

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Roger Moore 678-460-3881 Office 770-433-2412 Fax rogermoore@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	X5*	Super Cab 84 CA	2,849.00	0.00		585	AM/FM/SYNC	261.00	0.00
1	W5*	Crew Cab 84 CA	3,574.00	3,574.00		91M	SYNC 3	419.00	0.00
	60	60" CA (All Cabs)	(162.00)	0.00		21N	Navigation	570.00	0.00
	108	108" CA (Reg Cab Only)	331.00	0.00		54F	Power Telescoping	280.00	0.00
	120	120" CA (Reg Cab Only)	507.00	0.00		435	Power Rear Sliding	375.00	0.00
1	*5H	4x4 Drive System (all cabs)	2,972.00	2,972.00		76Z	Anti-Theft Security System	58.00	0.00
	213	Shift on the Fly (req 4x4)	176.00	0.00		76S	Remote Start (req 90L)	186.00	0.00
	41P	Skid Plates (req 4x4)	127.00	0.00		TW	Tint Windows	200.00	0.00
	98R	Operator Command Regen	234.00	0.00		AW	AW Mats	126.00	0.00
	65C	Dual Diesel Tanks (req 96V or 585)	593.00	0.00		47A	Ambulance Prep (D only)	1,120.00	0.00
	99Y	7.3L V8 Gasoline Engine	(7,818.00)	0.00		68M	16,500 GVWR downgrade (450)	(1,958.00)	0.00
	98F	Gaseous Prep for Alt Fuel	292.00	0.00					0.00
	65M	28 Gal Mid Ship Fuel Tank	119.00	0.00					0.00
	90L	Power Equip Grp W.L.M	1,045.00	0.00					0.00
	X*L	Limited Slip Rear Axle	338.00	0.00					0.00
	TGB	Traction Tires (4X4)	200.00	0.00					0.00
	THB	L1225/70R19.5G AT Tires	157.00	0.00					0.00
	945	Stainless Steel Wheel Cover	389.00	0.00					0.00
	67P	HD Frt Susp Pkg 7500 GAWR	117.00	0.00					0.00
	63C	Aft Axle Frame Extension	109.00	0.00					0.00
1	68U	Payload Downgrade 18KGVWR	(749.00)	(749.00)					0.00
	67*	Heavy Duty Alternator(s)	106.00	0.00					0.00
	473	Snow Plow Prep(req 67*)	176.00	0.00					0.00
	43C	110V/400W Inverter (req 67*)	72.00	0.00					0.00
	86M	Dual Batteries	195.00	0.00					0.00
	531	Trailer Brake Wiring	43.00	0.00					0.00
1	52B	Trailer Brake Controller	252.00	252.00					0.00
	535	HD Trailer Tow Pkg (D only)	544.00	0.00					0.00
	18A	Upfitter Interface Module	281.00	0.00					0.00
	96V	XL Value Pkg	930.00	0.00					0.00
	17F	XL Decor Pkg	205.00	0.00					0.00
	663A	XLT Upgrade	4,166.00	0.00	1		9 ft Contractor dump	12,275.25	12,275.25
	17V	XLT Value Pkg	1,487.00	0.00			Cherokee Truck		0.00
	668A	Lariat Pkg	16,147.00	0.00	1		DOAS 1%	122.75	122.75
	17F	Chrome Front Bumper	205.00	0.00					0.00
	1S	Cloth 40-20-40 Seats	94.00	0.00					0.00
	*S	Vinyl or Cloth 40-Console-40	571.00	0.00	1		Mult unit order discount	(1,050.00)	(1,050.00)
	166	Carpet Delete	0.00	0.00					0.00
	525	Cruise Control	220.00	0.00					0.00
	76C	Backup Alarm	129.00	0.00					0.00
	942	Daytime Running Lights	42.00	0.00					0.00
	63A	LED Mirror Spotlights	153.00	0.00					0.00
	91S	LED Amber Warning Strobes (req 59H)	622.00	0.00					0.00
	18B	Running Boards	417.00	0.00		TI	Tag & Title (Hard Plate)	85.00	0.00

PAINT COLORS

1	Z1	Oxford White
	G1	Shadow Black
	PQ	Race Red Metallic
	H5	Caribou Metallic
	J7	Magnetic Metallic
	N1	Blue Jeans Metallic
	UX	Ingot Silver Metallic
	H7	Bronze Fire Metallic (XLT only)
	RR	Ruby Red Metallic (XLT only)
	GN	White Gold Metallic(XLT only)
	SBY	School Bus Yellow 84S53
		Tri Coat Paint \$281
		Fleet Paint \$614.00

6.7L Diesel

Delivery Region		
140.00	1	
115.00	2	
180.00	3	
120.00	4	
110.00	5	
150.00	6	
220.00	7	
200.00	8	
250.00	9	
220.00	10	
280.00	11	

Base Vehicle	42,587.00
Total Chassis options	6,049.00
Total Body options	11,348.00
Delivery Charge	0.00
Metallic Paint	
Total Each	59,984.00
# Units for order	
Total for Order / PO	59,984.00

Agency Contact David Edmondson
Phone
Agency City of Kennesaw
Address

CHEROKEE

TRUCK EQUIPMENT, LLC

550 Discovery Place.
Mableton, GA 30126
Phone: (770) 819-9146
Fax: (770)-819-9184

10-12-20

Quote# 1724v2

Wade Ford
Roger Moore
City of Kennesaw GA

We are pleased to offer, for your consideration, the following quote, with installation, and shipped direct to Mableton, GA.

Provide and install one (1) 9ft Knapheide dump body with electric hoist and drop sides for 2021 Ford F550 chassis with 60ca.

Includes;

9ft dump body

12 inches drop sides 3-4 cu yd capacity

Electric dual acting subframe hoist

¼ cab shield

Receiver hitch /w 7 blade trailer plug

Painted black

LED body lights

Manual pull tarp /w spring return and mesh tarp

Back up alarm

Mud flaps

Total, FOB Mableton, GA

Total \$12,275.00

NOTE: 6-8 weeks delivery on body and hoist.

Thank you for allowing Cherokee Truck Equipment to quote you on this equipment. If I can be of any assistance, please don't hesitate to call.

Sincerely,

Dave Loper
NE Territory Sales Manager GA
Cherokee Truck Equipment LLC
Dave.loper@cherokeetruck.com
404-330-2730 (C)

This quote is good for 30 days from the above stated date. There has been no applicable taxes applied to this quote. All orders are COD without an approved Cherokee Truck Equipment billing account. All credit and debit card payments are subject to additional processing fees incurred by Cherokee Truck Equipment, up to 2% of total amount due.



Finance Payment Options

Customer Name **City Of Kennesaw**
Address **3080 Moon Station Road**
KENNESAW, GA 30144

Email Address

Stock # VIN

Year **2020** Make **Ford** Model **Explorer** Trim **XLT 4WD** Odometer **159**

Deal Date **10/19/20 1:42PM**

Home Phone **(770) 429-4550**

Work Phone **(770) 429-4550**

Cell Phone **(404) 392-1527**

Salesperson **Scott Patterson**

Trade Vehicles Trade Value:

Trade Detail not available.

Payment Options

Cash Deal

Cash Deal Amount
35,000.00

Loan Details

MSRP	\$	40,170.00
Savings	\$	3,114.00
Rebate	\$	3,000.00
Accessories	\$	
Adj. Sales Price	\$	34,056.00
Trade Value	\$	
Sales Sub Total	\$	34,056.00
Tax	\$	
Doc Fee	\$	699.00
Fees	\$	245.00
Trade Balance	\$	
Net Sale Price	\$	35,000.00
Non Tax Value Adds Balance	\$	
Cash Down	\$	
Amount Financed	\$	35,000.00
Days to First Payment		45

Payment Option	Loan/Lease
<input type="checkbox"/>	Customer's Signature
<input type="checkbox"/>	 Salesperson's Signature



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION to accept offer and proceed with closing on tracts 1,2,5,6 and 7 for Keene Street and Burrell Court rights of way abandonment.
Agenda Comments:	On May 18, 2020, Council approved a resolution to start the abandonment process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. Keene Street JV, LLC has submitted an offer for tracts 1,2,5,6 and 7 to exchange the abandoned rights of way areas of 18,687 sf for the future dedication of new rights of way areas at a value equal or greater. Keene Street JV, LLC will also provide a performance bond equal to the value of the abandoned right of way (\$280,310.00), provide an executed quitclaim deed transferring the new right of way to the City, and provide an executed Escrow Agreement to be recorded in the county records under which the City Attorney will hold the quitclaim deed in escrow until the new right of way is ready to be dedicated. The Public Works Director recommends acceptance of the offer.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/23/2020	Resolution
Offer	10/22/2020	Backup Material
Exhibit	10/22/2020	Exhibit

**CITY OF KENNESAW
GEORGIA**

**RESOLUTION NO. 2020- __, 2020
CITY OF KENNESAW
GEORGIA**

**RESOLUTION TO ACCEPT OFFER AND PROCEED WITH CLOSING ON TRACTS 1, 2, 5, 6
AND 7 FOR KEENE STREET AND BURRELL COURT RIGHT OF WAY ABANDONMENT**

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

WHEREAS, the City has offered for purchase the abandoned rights of way of Keene Street and Burrell Court to the eligible adjacent property owners; and

WHEREAS, the City has received an offer from Keene Street JV, LLC for tracts 1,2,5,6 and 7 to exchange the abandoned rights of way areas of 18,687 sf for the future dedication of new rights of way areas at a value equal or greater; and

WHEREAS, in addition to the future dedication, Keene Street JV, LLC will provide a performance bond equal to the value of the abandoned right of way (\$280,310.00), provide an executed quitclaim deed transferring the new right of way to the City and provide an executed Escrow Agreement to be recorded in the county records under which the City Attorney will hold the quitclaim deed in escrow until the new right of way is ready to be dedicated; and

BE IT RESOLVED the Kennesaw City Council approves the offer and gives authority to proceed with closing with Keene Street JV, LLC for tracts 1, 2, 5, 6 and 7 for Keene Street and Burrell Court right of way abandonment.

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 November, 2020.

ATTEST:

CITY OF KENNESAW

James Friedrich, Deputy City Clerk

Derek Easterling, Mayor



October 19, 2020

City of Kennesaw
Attention: Ricky Stewart

RE: Keene Street Right of Way offer to Purchase

Dear Mr. Stewart,

We received the letter of notification dated September 24th, 2020, attached as an exhibit, of the City of Kennesaw's desire to abandon the Right of Way along certain portions of Keene Street and the right to Purchase. Keene Street JV, LLC "(Keene)" will exercise its right to acquire the proposed Right of Way.

In leu of payment of the appraised amount, Keene offers the following exchange of property per the terms of the Joint Development Agreement between Keene and the City of Kennesaw dated December 17th, 2019; certain new Right of Way to be dedicated to the City upon Construction and subsequent Dedication of the improvements constructed thereon in compliance with the City of Kennesaw Redevelopment Standards for Roadways of equal or greater value than the offer by the City of Kennesaw.

It is our understanding from a letter received from Bentley, Bentley, & Bentley, (City Counsel) that the City of Kennesaw will require a performance and maintenance bond to be posted for the surety of the completion of the improvements upon closing. Keene will post the required bonds upon the Closing of the property, to occur on or before January 31, 2021. We ask the City to hold in escrow, the deed to the subject real property until closing.

Based on conversations with the City Staff and the City Attorney, it is agreed that the exact legal description of the new Right of Way parcel cannot be determined now. Due to site conditions coordination during construction of the new road, and possible adjustments to the approved concept site plan in response to the COVID-19 pandemic for future public safety measures, the parcel may be revised during the installation of improvements. Keene will supply bonds for the construction of a road to replace Keene Street in a location to be determined by final survey. At the closing, Keene will deliver a warranty deed to be held in escrow for an amount of Right of Way to facilitate the closed connection to GA HWY 41 and the new improvements by Core Property Capital of equal or greater value of the offer to purchase, in order to ensure Keene Street connectivity.

Thank you again for the opportunity to acquire the property and we look forward to our proposal meeting with your approval.

Warm Regards,

Chad L. Howie

3008 Cherokee Street
Kennesaw, GA 30144
770-702-1223

BENTLEY, BENTLEY & BENTLEY

Attorneys at Law

241 WASHINGTON AVENUE
MARIETTA, GEORGIA 30060
(770) 422-2300
THEBENTLEYFIRM.COM

FRED D. BENTLEY, JR.*
R. RANDALL BENTLEY, SR.

ESTABLISHED 1948

FACSIMILE No.:
(770) 424-5820

*ADMITTED TO PRACTICE IN
LOUISIANA AND TEXAS

FRED D. BENTLEY, SR.
(1926 - 2019)

OF COUNSEL

SAM R. HENSLEY, JR.
JAMIE S. WINGLER
LAUREN L. MCKENZIE
STAN D. BABB
COLEEN D. HOSACK
LINDA W. BRUNT
J. MATTHEW BENTLEY
J. ALLEN BUSH

September 24, 2020

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
ARTICLE NO. 7019 2970 0002 2470 6147**

Chad Howie
Keene Street Jv, LLC
3008 Cherokee St. NW
Kennesaw, GA 30144

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
ARTICLE NO. 7019 2970 0002 2470 6154**

Lawrence C. Kasmen
3475 Piedmont Rd., Suite 1100
Atlanta, GA 30305

**RE: Notice of abandonment and right to purchase
Parcel # 20016700340**

Dear Property Owner:

This letter is being sent to you to provide you with notice of the City of Kennesaw's abandonment of the right of way known as Burrell Court and portions of the right of way known as Keene Street located in Kennesaw, Georgia. The city has determined that the road serves no substantial public service, and therefore has abandoned the road. Please be advised that the abandonment is subject to all utilities being left within said right-of-way.

This letter is also being sent pursuant to O.C.G.A. § 32-7-4 to provide you with the right to purchase the right of way which abuts your property up to the centerline. The right of way to which you are entitled to purchase has been appraised by a certified real estate appraiser in the amount of \$154,856. Please see the attached legal description of the right of way. You have 30 days from receiving this notice to purchase this property. If you do not do so, the City has the authority pursuant to O.C.G.A. § 32-7-4 to elect to proceed with selling such property pursuant to O.C.G.A. § 32-7-4(b).

Enclosure: Appraisal, legal description, Plat

If you wish to purchase the property, please contact me by calling (770) 422-2300. Please feel free to contact me with any questions.

Sincerely,

BENTLEY, BENTLEY & BENTLEY

A handwritten signature in blue ink, appearing to read "J. Allen Bush". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J. Allen Bush

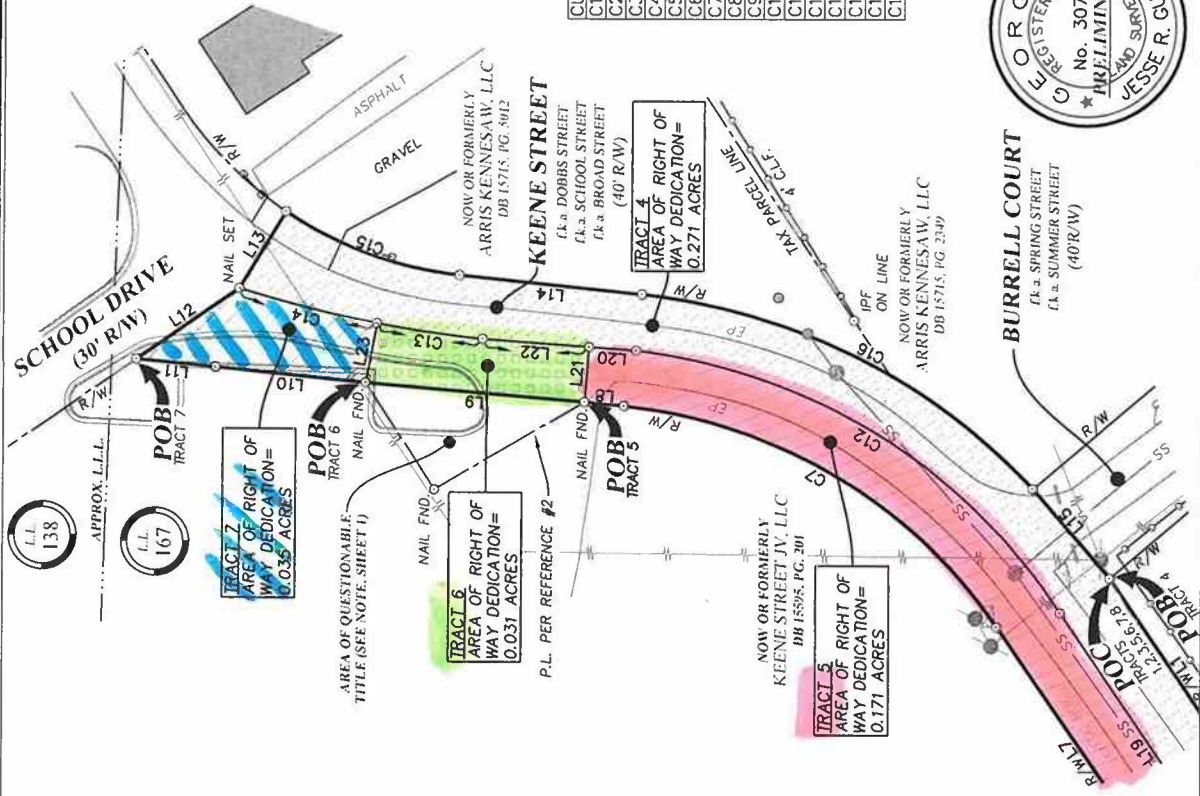
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LINE TABLE

LINE	BEARING	DISTANCE
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L4	N14°15'20"W	24.83'
L5	N14°15'20"W	20.01'
L6	S80°55'24"E	190.93'
L7	N55°01'39"E	103.52'
L8	N05°33'22"E	13.45'
L9	N04°53'54"E	74.26'
L10	N05°37'51"E	51.10'
L11	N05°38'19"E	26.88'
L12	S34°41'56"E	42.06'
L13	S59°00'04"E	30.26'
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SHEET 3 OF 4

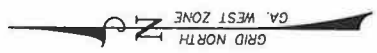
GUNNIN

LAND SURVEYING

107 Mountain Brook Drive, Suite 104 Canton, GA 30115
www.gunninsurvey.com
License No. LSF 000033
1678 880.7502
F: 678.609.4731



BURRELL COURT
f.k.a. SPRING STREET
f.k.a. SUMMER STREET
(40' R/W)



RESERVED FOR PLAT FILING

GRID NORTH
GA. WEST ZONE

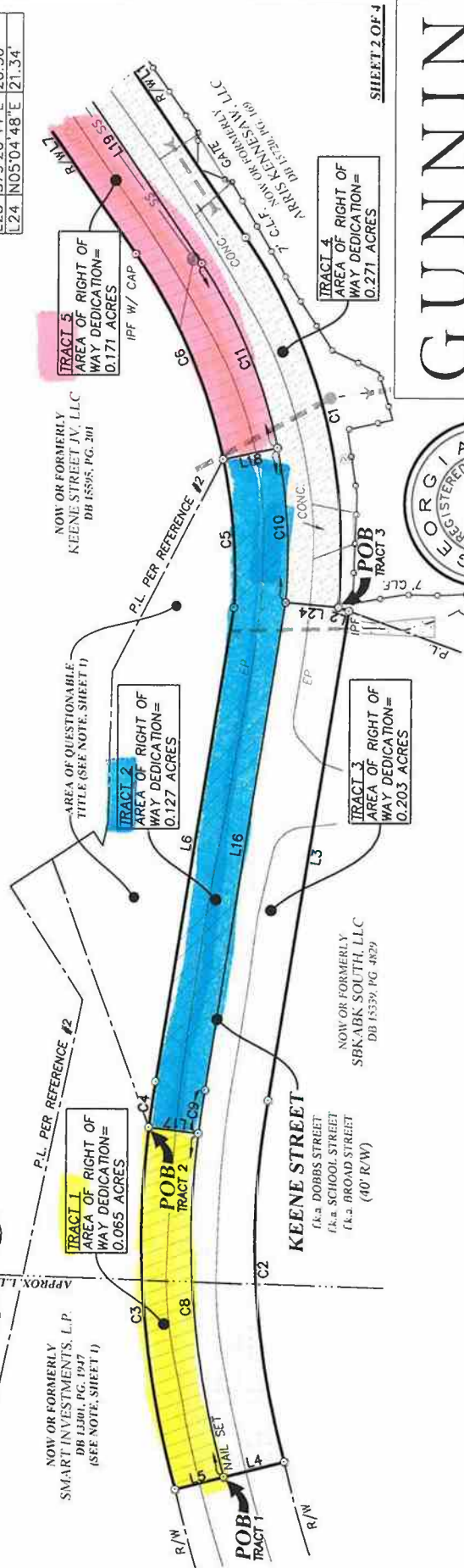
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Fax: 770.880.4731



SHEET 2 OF 4



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION to accept offer and proceed with closing on tract 3 for Keene Street and Burrell Court rights of way abandonment.
Agenda Comments:	On May 18, 2020, Council approved a resolution to start the abandonment process for the rights of way on Keene Street and Burrell Court. On August 3, 2020, Council approved a resolution to abandon the rights of way and approach the property owners with offers to sell. Kennesaw Downtown Development Authority has submitted an offer for tract 3 to donate any needed future right of way in exchange for the City donating the abandoned right of way. The abandoned right of way contains an area of 8,843 sf and has an appraised value of \$132,645.00. The acceptance of this offer will be contingent on Council's approval of an Intergovernmental Agreement between the City and Kennesaw Downtown Development Authority. The Public Works Director recommends approval of the offer contingent on the approval of the IGA.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/23/2020	Resolution
Exhibit	10/23/2020	Exhibit

**CITY OF KENNESAW
GEORGIA**

**RESOLUTION NO. 2020- __, 2020
CITY OF KENNESAW
GEORGIA**

**RESOLUTION TO APPROVE OFFER AND PROCEED WITH CLOSING ON TRACT 3 FOR
KEENE STREET AND BURRELL COURT RIGHT OF WAY ABANDONMENT**

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

WHEREAS, the City has offered for purchase the abandoned rights of way of Keene Street and Burrell Court to the eligible adjacent property owners; and

WHEREAS, the City has received an offer from Kennesaw Downtown Development Authority (KDDA) for tract 3 to enter into an Intergovernmental Agreement with the City to exchange the abandoned right of way area of 8,843 sf for the future dedication of new right of way area as needed by the City; and

WHEREAS, the appraised value of the 8,843 sf of abandoned rights of way is \$15.00/sf and equates to a value of \$132,645.00.

BE IT RESOLVED the Kennesaw City Council accepts the offer and gives authority to proceed with closing with Kennesaw Downtown Development Authority on tract 3 for Keene Street and Burrell Court right of way abandonment.

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 November, 2020.

ATTEST:

CITY OF KENNESAW

James Friedrich, Deputy City Clerk

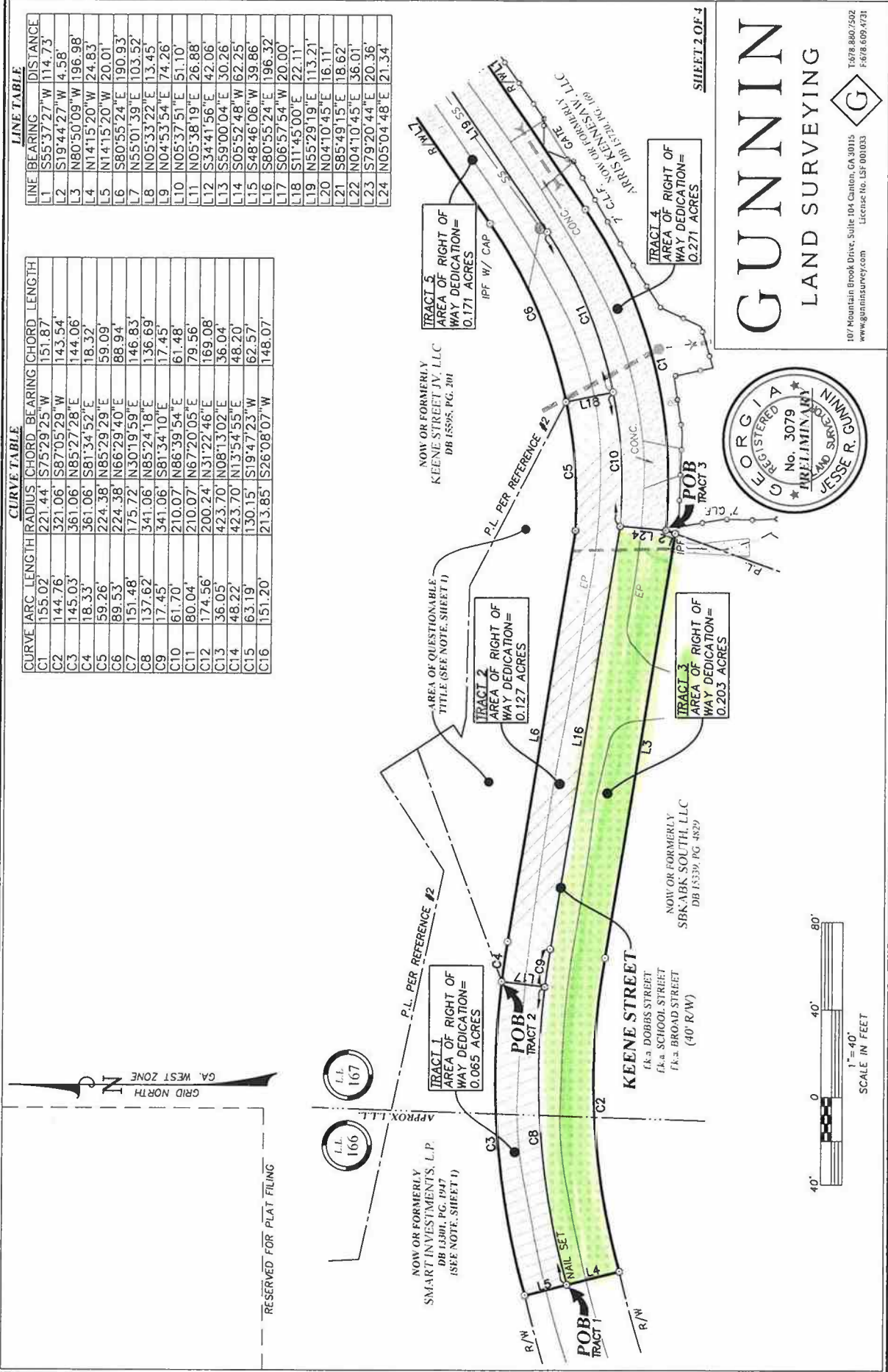
Derek Easterling, Mayor

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**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of plat submittal by applicant Oakmont Pacolet Acquisitions LLC to subdivide the property located at 1630 Stanley Road.
Agenda Comments:	Applicant submitted subdividing plat to create Tract 1 and Tract 2 as described in the legal descriptions. Tract 1 will contain 35.02 acres and is currently zoned Light Industrial (LI). Tract 2 will contain 11.671 acres and is currently zoned Fee Simple Townhomes (FST). This plat application is in compliance with the approved rezoning Ordinance #2020-08 dated August 17, 2020. Subject parcel contains a total of 46.69 acres. The rezoning and variances approved August 17, 2020 were also based on the secured perpetual access easement through property located on Cobb International Boulevard specifically used for Tract 1. The recorded access easement document is included in the agenda item packet. The City of Kennesaw will assign a separate address for Tract 1 which will be 7575 Cobb International Boulevard. The Plan Review Committee reviewed and approved the plat. The Zoning Administrator recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Plat application	10/20/2020	Backup Material
rezoning ordinance 2020-08	10/22/2020	Backup Material
subdividing plat	10/21/2020	Maps
total property legal description	10/21/2020	Backup Material

tract one legal description	10/21/2020	Backup Material
tract two legal description	10/21/2020	Backup Material
recorded access easement through Board of Education property	10/22/2020	Backup Material
Plan review committee approval memo	10/22/2020	Backup Material



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

Date Received _____
Staff's Initials _____

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee \$250.00

Preliminary Plat _____ Final Plat X Revised Plat _____ Exemption Plat _____

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

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

DEVELOPMENT NAME

Cobb International / Stanley Road

Number of Units

Cobb International LI: 484,323 Sq. Ft. / Stanley Road FST: 80 Units

PURPOSE OF DEVELOPMENT Development of warehouse/LI on 35.020 acres & townhomes/FST on 11.671 acres

WHAT IS THE REVISION BEING MADE N/A

ADDRESS OF PROPERTY 1630 Stanley Road

Land Lot 213 Tax Parcel 15 Lot Size 46.691 Acres Present Zoning LI: 35.020 Acres FST: 11.671 Acres

Current Use uninhabited single family home Proposed Use warehouse on 35.020 acres & townhomes on 11.671 acres

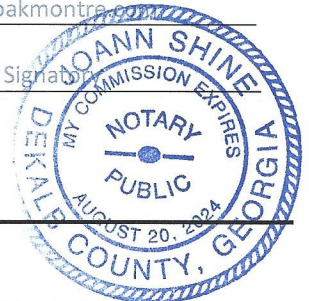
APPLICANT Oakmont Pacolet Acquisitions, LLC

Applicant address 3520 Piedmont Road, Suite 100, Atlanta, GA 30305

(Work #) 404-869-9995 (Cell#) 404-408-1090 Email Address vaglialoro@oakmontpa.com

Applicant Signature [Signature] Stephen L. Nelsen, Authorized Signatory

Signed, sealed and delivered in presence of: [Signature] 9/8/2020
Notary Date



REPRESENTATIVE Valentino & Associates, Inc.

Work#) 770-438-0015 (Cell#) 770-294-9988 Email Address gvalentino@valentinosurvey.com

Representative Signature [Signature] 9/15/20
Notary Date

Signed, sealed and delivered in presence of: [Signature] 9/15/20
Notary Date

Julia Tinhan
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires 08/15/2021

TITLEHOLDER: William Ronald Quarles, as Executor to the Estate of Madge Turner Quarles, Deceased Telephone: 770-720-2484

Signature: _____ **Address:** 555 Ash Ridge Road, Waleska, GA 30183

Signed, sealed and delivered in presence of Notary _____ Date _____
Z\P&Z FORMS\Applications 6/2016 Page | 4



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

Date Received _____
Staff's Initials _____

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee \$250.00

Preliminary Plat _____ Final Plat X Revised Plat _____ Exemption Plat _____

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

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

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APPLICANT Oakmont Pacolet Acquisitions, LLC

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(Work #) 404-869-9995 (Cell#) 404-408-1090 Email Address vaglialoro@oakmontre.com

Applicant Signature _____ Stephen L. Nelsen, Authorized Signatory

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

REPRESENTATIVE Valentino & Associates, Inc.

Work#) 770-438-0015 (Cell#) 770-294-9988 Email Address gvalentino@valentinosurvey.com

Representative Signature _____

Signed, sealed and delivered in presence of: Patsy Ann Setser
Notary _____ Date 9-10-20

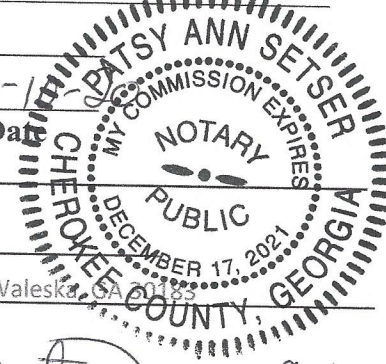
TITLEHOLDER: William Ronald Quarles, as Executor to the Estate of Madge Turner Quarles, Deceased

Signature: William Ronald Quarles

Telephone: 770-720-2484

Address: 555 Ash Ridge Road, Waleska, GA 30183

Signed, sealed and delivered in presence of Notary Patsy Ann Setser





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

CAMPAIGN CONTRIBUTIONS

The Owner and Petitioner herein certify that they **have** ☐ **have not** ☒ made campaign contributions or gifts within two (2) years immediately preceding the filing of this application, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts to a member or members of the Mayor and Council or Planning Commission who will consider the application.

FINANCIAL INTEREST

The undersigned Petitioner herein certifies that, to the best of their knowledge, information, and belief, the Mayor, any member of the Planning Commission **does** ☐ **does not** ☒:

- 1) Have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property;
- 2) Have a financial interest (direct ownership interest of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property; and
- 3) Have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above.

The undersigned Petitioner: Oakmont Pacolet Acquisitions, LLC

Applicant/Petitioner means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

Owner/Applicant Certification

- The Owner/Petitioner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Petitioner's knowledge and belief. Should any portion not be true then the application may be rejected.
- Penalty for false or fraudulent statement: Whoever, in any matter, knowingly and willingly falsifies or makes any false, fictitious or fraudulent statement of representatives concerning this application shall be denied the request stated in this application.
- The Owner/Petitioner hereby grants permission to enter on the property for inspection during the time application is pending.

Stephen L. Nelsen
Authorized Signatory

Applicants Signature

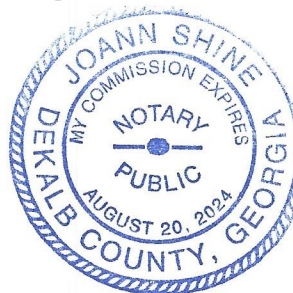
9/8/20
Date

Signed, sealed and delivered in presence of:

Joann Shine 9/8/2020

Notary

Date



CITY OF KENNESAW, GEORGIA

ORDINANCE NO. 2020-08, 2020

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE
CITY OF KENNESAW, GEORGIA SO AS TO CHANGE THE ZONING DISTRICT
DESIGNATION FROM CITY R-20 TO CITY LIGHT INDUSTRIAL (LI) AND FEE
SIMPLE TOWNHOMES (FST)
PROPERTY LOCATED AT 1630 STANLEY ROAD
(LAND LOT 213 TAX PARCEL 15)**

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

WHEREAS, OAKMONT PACOLET ACQUISITIONS, LLC, made application to amend the Official Zoning Map of the City of Kennesaw, Georgia so as to change the zoning designation from **CITY R-20 TO CITY LIGHT INDUSTRIAL (LI) AND CITY FEE SIMPLE TOWNHOMES (FST)** on property located at 1630 Stanley Road, identified as Land Lot 213 Tax Parcel 15 (as more particularly described below); and

WHEREAS, notice was advertised in the Marietta Daily Journal on July 17, 2020 and July 24, 2020 of a public hearing before the Kennesaw Planning Commission held on August 5, 2020 and the Mayor and Council on August 17, 2020.

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal at a meeting held on August 5, 2020; and

WHEREAS, the Mayor and Council held a public hearing to consider this proposal at a meeting held on August 17, 2020; and

WHEREAS, the Mayor and Council have determined that the proposed amendment to the Official Zoning Map is in the public interest and meets the standards established in the Kennesaw Zoning Code.

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

SECTION 1. The Official Zoning Map of the City of Kennesaw, Georgia is hereby amended so as to change the zoning district designation from **CITY R-20 TO CITY LIGHT INDUSTRIAL (LI) and FEE SIMPLE TOWNHOMES (FST)** for the following described property with conditions:

1. Stanley Road will not be used as a point of entry or exit for Industrial uses.
2. The Industrial tract will be assigned a Cobb International address by the City of Kennesaw Community Development Department.
3. Applicant to pursue all means and methodologies to increase buffer areas between development and adjoining proposed new fee simple townhomes to achieve a minimum of seventy foot wide buffer.
4. Industrial buildings will be subject to adopted architectural design standards in the Unified Development Code for Kennesaw.

5. Industrial zoning is subject to the adopted noise ordinance regulations.
6. Applicant to provide a noise buffering wall to reduce operation noise from Industrial tract.
7. Townhome development to provide open space of minimum of 2.3 acres.
8. All townhome units to provide 20 foot long driveways.
9. Townhome development to meet the parking requirements for residential development including guest parking as per adopted Unified Development Code
10. Minimum House size will be 1,400 SF.
11. There will be an established HOA for the Townhome development with covenants.
12. There will be a 20 foot minimum landscaping on townhome development areas that abut residentially zoned properties along Stanley Road.
13. Maximum number of rental units will be 10% of residential development.
14. Reversionary clause that requires grading and land disturbance permits be issued within 24 months of the date of the rezoning and variance approval. Failure to obtain such permits within the 24 month period will result in the reversion of the rezoning and variances and the property will revert back to the prior zoning of R-20. In the event of any circumstance which results in government imposed moratoria for the issuance of permits, availability of necessary utilities, health-related shutdown of governmental operations or the like, the deadline imposed by this condition shall be extended or tolled for an equal number of days as such condition exists. The reversionary clause shall apply to the LI tract and FST tract separately and independently of the other.

LEGAL DESCRIPTION
Light Industrial Tract
(TRACT 1 – 35.020 ACRES)

All that tract or parcel of land lying and being in Land Lot 213 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-046; Drawing/File #19-046), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

BEGINNING at a 1-1/4" iron bar found at the common corner of Land Lots 205, 206, 213 and 214;

THENCE easterly along the Land Lot line common to Land Lots 206 and 213 South 89 degrees 01 minute 37 seconds East for a distance of 1191.43 feet to a 1/2" rebar found;

THENCE departing said Land Lot line South 28 degrees 46 minutes 46 seconds East for a distance of 522.94 feet to a 1/2" rebar found;

THENCE South 44 degrees 07 minutes 41 seconds West for a distance of 219.85 feet to a 1/2" rebar found;

THENCE South 44 degrees 07 minutes 41 seconds West for a distance of 508.15 feet to a 1/2" iron pin set;

THENCE South 00 degrees 40 minutes 53 seconds West for a distance of 103.22 feet to a 1/2" iron pin set;

THENCE South 54 degrees 59 minutes 58 seconds West for a distance of 201.35 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 200.50 feet for an arc distance

of 76.78 feet (said arc being subtended by a chord of South 65 degrees 58 minutes 11 seconds West for a distance of 76.31 feet) to a 1/2" iron pin set;
THENCE South 76 degrees 56 minutes 24 seconds West for a distance of 65.03 feet to a bent 2" open top pipe found;
THENCE South 76 degrees 56 minutes 24 seconds West for a distance of 672.96 feet to a 1/2" rebar found on the Land Lot line common to Land Lots 213 and 214;
THENCE proceeding northerly along said Land Lot line North 00 degrees 45 minutes 09 seconds East for a distance of 1417.80 feet to a 1-1/4" iron bar found at the aforesaid Land Lot corner common to Land Lots 205, 206, 213 and 214, said 1-1/4" iron bar found being the POINT OF BEGINNING.

Said tract or parcel of land contains 35.020 acres or 1,525,460 square feet.

LEGAL DESCRIPTION
Fee Simple Townhome Tract
(TRACT 2 – 11.671 ACRES)

All that tract or parcel of land lying and being in Land Lot 213 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-046; Drawing/File #19-046), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

To find the POINT OF BEGINNING, COMMENCE at a 1-1/4" iron bar found at the common corner of Land Lots 205, 206, 213 and 214;
THENCE southerly along the Land Lot line common to Land Lots 213 and 214, South 00 degrees 45 minutes 09 seconds West for a distance of 1417.80 feet to a 1/2" rebar found;
THENCE departing said Land Lot line, North 76 degrees 56 minutes 24 seconds East for a distance of 672.96 feet to a bent 2" open top pipe found, said bent 2" open top pipe found being the POINT OF BEGINNING.

THENCE North 76 degrees 56 minutes 24 seconds East for a distance of 65.03 feet to a 1/2" iron pin set;
THENCE along a curve to the left having a radius of 200.50 feet for an arc distance of 76.78 feet (said arc being subtended by a chord of North 65 degrees 58 minutes 11 seconds East for a distance of 76.31 feet) to a 1/2" iron pin set;
THENCE North 54 degrees 59 minutes 58 seconds East for a distance of 201.35 feet to a 1/2" iron pin set;
THENCE North 00 degrees 40 minutes 53 seconds East for a distance of 103.22 feet to a 1/2" iron pin set;
THENCE North 44 degrees 07 minutes 41 seconds East for a distance of 508.15 feet to a 1/2" rebar found;
THENCE South 28 degrees 46 minutes 42 seconds East for a distance of 546.70 feet to a 1/2" rebar found on the northwesterly right-of-way line of Stanley Road (variable width public r/w);
THENCE proceeding southwesterly along said right-of-way line of Stanley Road

South 53 degrees 35 minutes 20 seconds West for a distance of 3.41 feet to a 1/2" iron pin set;
THENCE along a curve to the left having a radius of 374.23 feet for an arc distance of 204.18 feet (said arc being subtended by a chord of South 37 degrees 55 minutes 09 seconds West for a distance of 201.65 feet) to a 1/2" iron pin set;
THENCE South 22 degrees 17 minutes 21 seconds West for a distance of 136.41 feet to a 1/2" iron pin set;
THENCE South 31 degrees 45 minutes 06 seconds West for a distance of 80.98 feet to a 1/2" iron pin set;
THENCE South 29 degrees 29 minutes 56 seconds West for a distance of 28.03 feet to a 1/2" iron pin set;
THENCE along a curve to the right having a radius of 41.00 feet for an arc distance of 37.04 feet (said arc being subtended by a chord of South 55 degrees 22 minutes 55 seconds West for a distance of 35.80 feet) to a 1/2" rebar found;
THENCE along a curve to the left having a radius of 66.50 feet for an arc distance of 74.69 feet (said arc being subtended by a chord of South 49 degrees 05 minutes 24 seconds West for a distance of 70.82 feet) to a 1/2" iron pin set;
THENCE along a curve to the right having a radius of 46.00 feet for an arc distance of 35.13 feet (said arc being subtended by a chord of South 38 degrees 47 minutes 40 seconds West for a distance of 34.28 feet) to a 1/2" iron pin set;
THENCE South 60 degrees 40 minutes 26 seconds West for a distance of 35.06 feet to a 1/2" iron pin set;
THENCE South 57 degrees 16 minutes 49 seconds West for a distance of 105.87 feet to a 1/2" iron pin set;
THENCE South 63 degrees 18 minutes 16 seconds West for a distance of 103.97 feet to a 1/2" iron pin set;
THENCE along a curve to the left having a radius of 400.00 feet for an arc distance of 117.14 feet (said arc being subtended by a chord of South 54 degrees 54 minutes 54 seconds West for a distance of 116.72 feet) to a 1/2" iron pin set;
THENCE departing said right-of-way line of Stanley Road North 27 degrees 42 minutes 01 second West for a distance of 578.46 feet to a bent 2" open top pipe found, said bent 2" open top pipe found being the POINT OF BEGINNING.

Said tract or parcel of land contains 11.671 acres or 508,397 square feet.

SECTION 2. BE IT FURTHER ORDAINED THAT the amendment to the Official Zoning Map outlined in Section 1 above is adopted to change the zoning district designation from **CITY R-20 TO CITY LIGHT INDUSTRIAL (LI) and FEE SIMPLE TOWNHOMES (FST)**

SECTION 3. BE IT FURTHER ORDAINED THAT it is hereby declared to be the intention of this Ordinance that its sections, paragraphs, sentences, clauses, and phrases are severable, and if any section, paragraph, sentence, clause, and phrase is declared to be unconstitutional or invalid, it shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance.

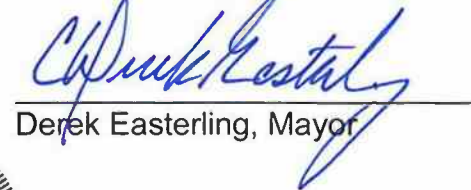
SECTION 4. BE IT FURTHER ORDAINED THAT this Ordinance shall become effective from and after its adoption and execution by the Mayor, pursuant to Section 2.11 of the City Charter of the City of Kennesaw.

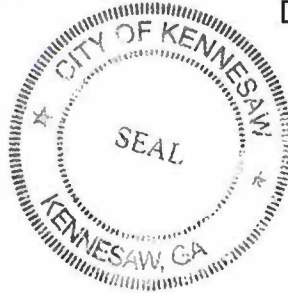
PASSED AND ADOPTED by the Kennesaw City Council on this 17th day of August, 2020.

ATTEST:


Lea Addington, City Clerk

CITY OF KENNESAW:

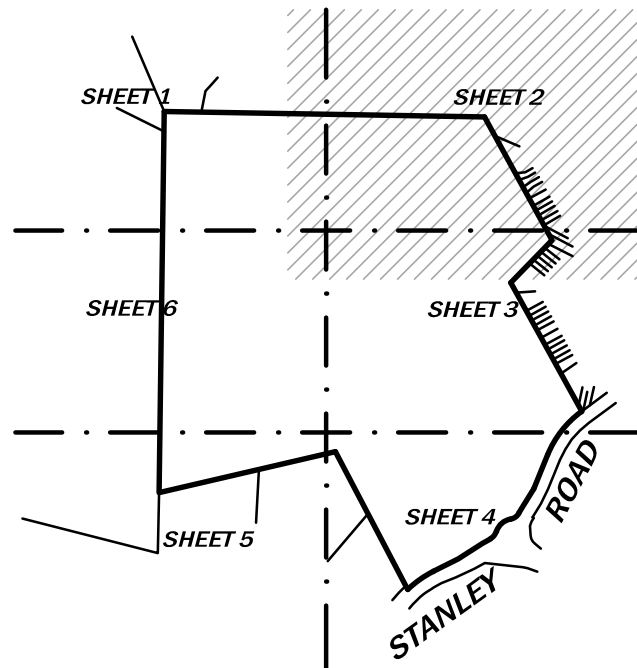
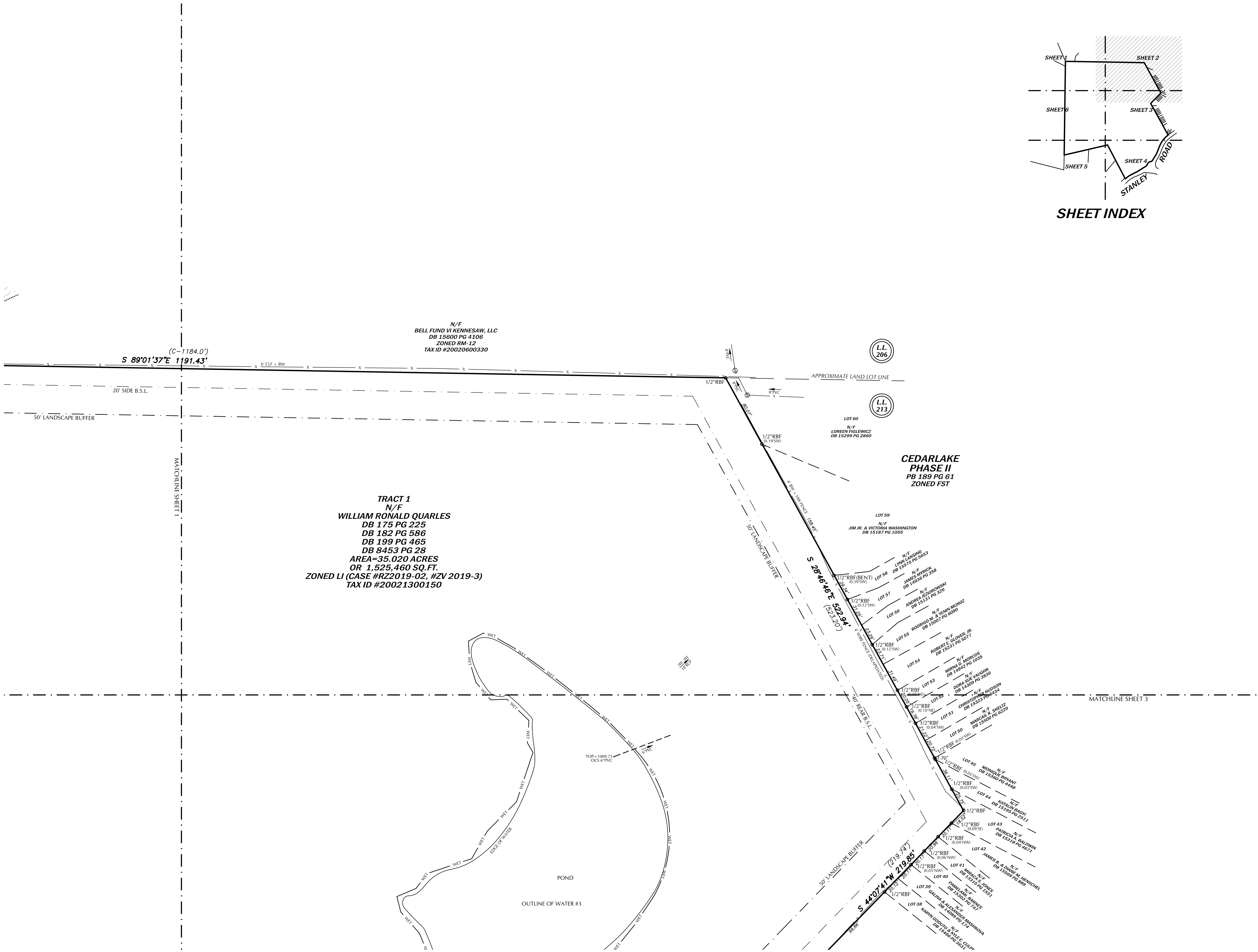
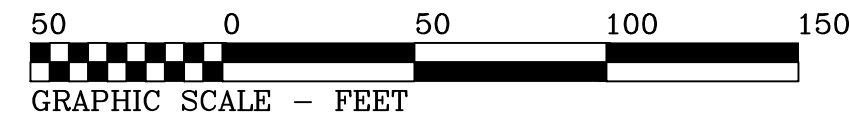

Derek Easterling, Mayor



RESERVED FOR CLERK OF COURT

LEGEND

- BROKEN LINE NOT TO SCALE
FENCE LINE
GUARDRAIL
UNDERGROUND GAS LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
SANITARY SEWER LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
UNKNOWN UNDERGROUND UTILITY LINE
WATER LINE
WETLANDS AREA
CATCH BASIN SINGLE WING
CATCH BASIN DOUBLE WING
COMPUTED POINT
BORING HOLE
CLEANOUT
COMMUNICATION BOX
ELECTRIC BOX
ELECTRIC LINE MARKER
ELECTRIC MANHOLE
ELECTRIC METER
ELECTRIC OUTLET
ELECTRIC SWITCH
FIBER OPTIC BOX
FIBER OPTIC LINE MARKER
FIRE HYDRANT
FLARED END SECTION
GAS LINE MARKER
GAS METER
GAS VALVE
GROUND LIGHT
GUY POLE
GUY WIRE
HEADWALL
HEATING/AIR CONDITIONING UNIT
IRRIGATION CONTROL VALVE
LIGHT POLE
POST INDICATOR VALVE
POWER POLE
SANITARY SEWER MANHOLE
SIGN POST
STORM WATER DROP INLET
STORM WATER JUNCTION BOX
STORM WATER YARD INLET
TELEPHONE MANHOLE
TELEPHONE POLE
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
WATER MANHOLE
WATER METER
WATER VALVE
WATER VALVE/LINE MARKER
BOLLARD
CONCRETE MONUMENT FOUND
CRIMPED TOP PIPE FOUND
E-PAN
+ FFE
IRB
IRON PIN FOUND
1/2" IRON PIN SET
MAIL BOX
OPEN TOP PIPE FOUND
PK NAIL FOUND
PK NAIL SET
REBAR FOUND
RIGHT-OF-WAY MONUMENT FOUND
RAILROAD SIGNAL BOX
STUB OUT
BSL
BUILDING SETBACK LINE
CURB & GUTTER
CP
CONCRETE PAD
CHAIN LINK FENCE
CORRUGATED METAL PIPE
DEED BOOK & PAGE
DUCTILE IRON PIPE
HEADER CURB
HDPE
HIGH DENSITY POLYETHYLENE PIPE
INV
INVERT ELEVATION
OUTLET CONTROL STRUCTURE
PLAT BOOK & PAGE
PVC
PLASTIC PIPE
RCP
REINFORCED CONCRETE PIPE
TBM
TEMPORARY BENCHMARK



SHEET INDEX

GRID NORTH
GEORGIA WEST ZONE



FINAL PLAT FOR:

PMF OAKMONT COBB INTERNATIONAL, LLC
OAKMONT PACOLET ACQUISITIONS, LLC AND
TRATON, LLC

LAND LOT 213 8TH DISTRICT 2ND SECTION CITY OF KENNESAW, COBB COUNTY, GEORGIA

VA

VALENTINO &
ASSOCIATES, INC.
LAND SURVEYORS
4045 ORCHARD ROAD
BUILDING 200
SMYRNA, GEORGIA 30080
PHONE: (770) 438-0015
FAX: (770) 435-6050
WEB: VALENTINOSURVEY.COM
STATE OF GEORGIA LAND
SURVEYING FIRM LICENSE
NO. LSF000794

REVISIONS

SCALE: 1" = 50'
DATE: 8/25/2020
JOB NUMBER: 19-046
FILE NUMBER: 19-046
PLOTTED: 9/11/2020

FINAL
PLAT

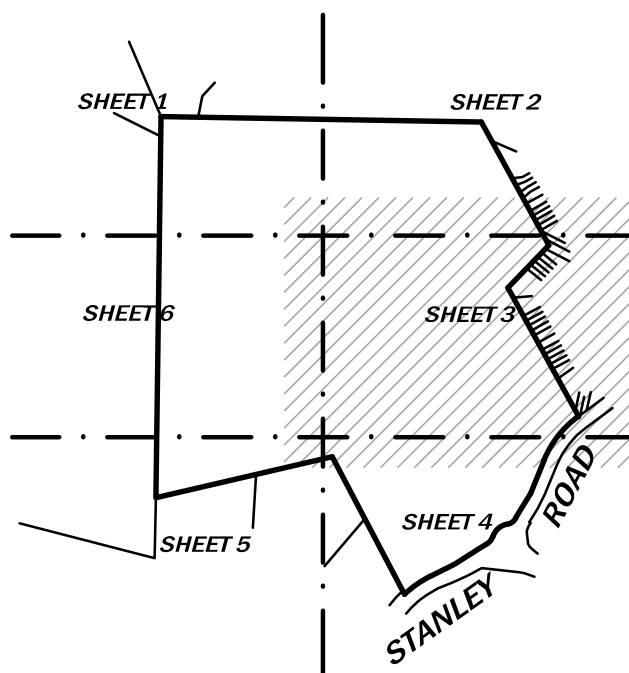
SHEET

2 OF 6

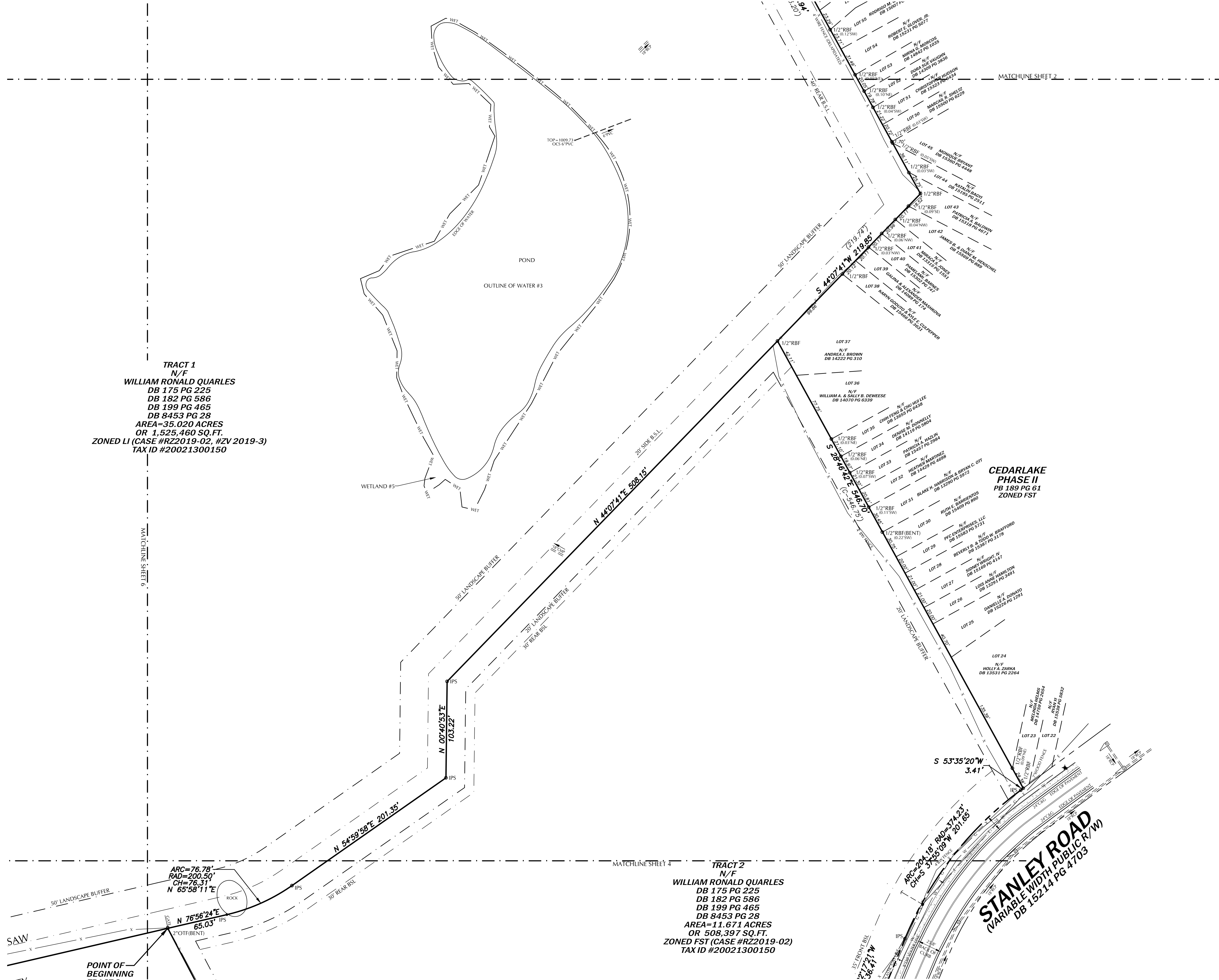
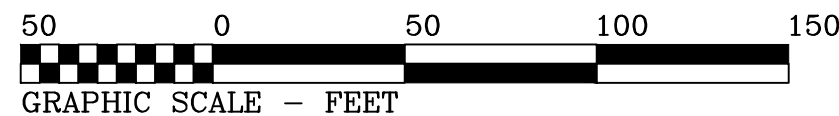
RESERVED FOR CLERK OF COURT

LEGEND

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FENCE LINE
GUARDRAIL
UNDERGROUND GAS LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
SANITARY SEWER LINE
UNDERGROUND ELECTRIC LINE
UNDERGROUND TELEPHONE LINE
UNKNOWN UNDERGROUND UTILITY LINE
WATER LINE
WETLANDS AREA
CATCH BASIN SINGLE WING
CATCH BASIN DOUBLE WING
COMPUTED POINT
BORING HOLE
CLEANOUT
COMMUNICATION BOX
ELECTRIC BOX
ELECTRIC LINE MARKER
ELECTRIC MANHOLE
ELECTRIC METER
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FIBER OPTIC BOX
FIBER OPTIC LINE MARKER
FIRE HYDRANT
FLARED END SECTION
GAS LINE MARKER
GAS METER
GAS VALVE
GROUND LIGHT
GUY POLE
GUY WIRE
HEADWALL
HEATING/AIR CONDITIONING UNIT
IRRIGATION CONTROL VALVE
LIGHT POLE
POST INDICATOR VALVE
POWER POLE
SANITARY SEWER MANHOLE
SIGN POST
STORM WATER DROP INLET
STORM WATER JUNCTION BOX
STORM WATER YARD INLET
TELEPHONE MANHOLE
TELEPHONE POLE
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TRAFFIC SIGNAL POLE
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BOLLARD
CONCRETE MONUMENT FOUND
CRIMPED TOP PIPE FOUND
E-PAN
FFE
IRB
IPF
IPS
MB
OTF
PKF
PKS
RBF
RMF
RRSB
SO
BSL
C&G
CP
CLF
CMP
DB PG
DIP
HC
HDPE
INV
OCS
PB PG
PVC
RCP
TBM



SHEET INDEX



GRID NORTH
GEORGIA WEST ZONE



FINAL PLAT FOR:

PMF OAKMONT COBB INTERNATIONAL, LLC
OAKMONT PACOLET ACQUISITIONS, LLC AND
TRATON, LLC

LAND LOT 213 8TH DISTRICT 2ND SECTION CITY OF KENNESAW, COBB COUNTY, GEORGIA

VA

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LAND SURVEYORS
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STATE OF GEORGIA LAND
SURVEYING FIRM LICENSE
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REVISIONS

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DATE: 8/25/2020
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FINAL
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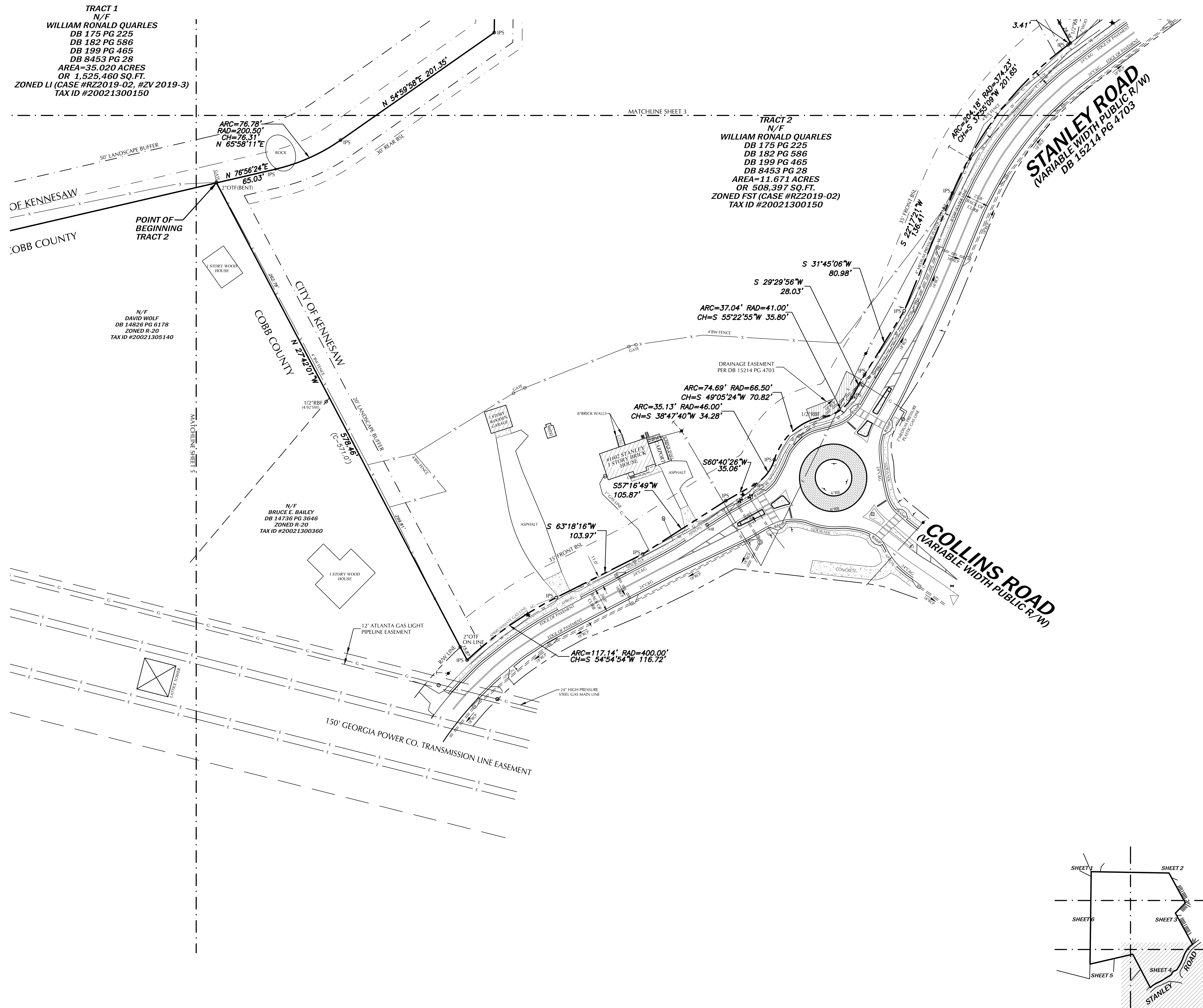
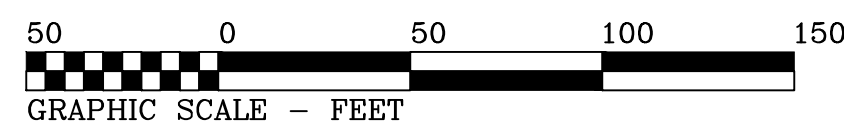
SHEET
3 OF 6

**TRACT 1
N/F
WILLIAM RONALD QUARLES
DB 175 PG 225
DB 182 PG 586
DB 199 PG 465
DB 8453 PG 28
AREA=35.020 ACRES
OR 1,525,460 SQ.FT.
ZONED LI (CASE #RZZ2019-02, #ZV 2019-3)
TAX ID #20021300150**

RESERVED FOR CLERK OF COURT

LEGEND

- | | |
|-------|----------------------------------|
| —X— | BROKEN LINE NOT TO SCALE |
| — — | FENCE LINE |
| —+— | GUARDRAIL |
| G— | UNDERGROUND GAS LINE |
| E— | OVERHEAD ELECTRIC LINE |
| —T— | OVERHEAD TELEPHONE LINE |
| S— | SEWAGE SINKER LINE |
| —UE— | UNDERGROUND ELECTRIC LINE |
| —UT— | UNDERGROUND TELEPHONE LINE |
| —UNK— | UNKNOWN UNDERGROUND UTILITY LINE |
| —W— | WATER LINE |
| WET— | WETLANDS AREA |
| —C— | CATCH BASIN SINGLE WING |
| —B— | CATCH BASIN DOUBLE WING |
| Δ | COMPUTED POINT |
| ⊙ | BORING HOLE |
| ⊙ | CLEANOUT |
| ⊙ | COMMUNICATION BOX |
| ⊙ | ELECTRIC BOX |
| ⊙ | ELECTRIC LINE MARKER |
| ⊙ | ELECTRIC MANHOLE |
| ⊙ | ELECTRIC METER |
| ⊙ | ELECTRIC OUTLET |
| ⊙ | ELECTRIC SWITCH |
| ⊙ | FIBER OPTIC BOX |
| ⊙ | FIBER OPTIC LINE MARKER |
| ⊙ | FIRE HYDRANT |
| ⊙ | FLARED END SECTION |
| ⊙ | GAS LINE MARKER |
| ⊙ | GAS METER |
| ⊙ | GAS VALVE |
| ⊙ | GROUND LIGHT |
| ⊙ | GUY POLE |
| ⊙ | HEADWALL |
| ⊙ | HEATING/AC CONDITIONING UNIT |
| ⊙ | IRRIGATION CONTROL VALVE |
| ⊙ | LIGHT POLE |
| ⊙ | POST INDICATOR VALVE |
| ⊙ | POWER POLE |
| ⊙ | SEWAGE SINKER MANHOLE |
| ⊙ | SEWAGE SIGN POST |
| ⊙ | STORM WATER DROP INLET |
| ⊙ | STORM WATER JUNCTION BOX |
| ⊙ | STORM WATER YARD INLET |
| ⊙ | TELEPHONE MANHOLE |
| ⊙ | TELEPHONE POLE |
| ⊙ | TRAFFIC SIGNAL BOX |
| ⊙ | TRAFFIC SIGNAL POLE |
| ⊙ | WATER MANHOLE |
| ⊙ | WATER METER |
| ⊙ | WATER VALVE |
| ⊙ | WATER VALVE LINE MARKER |
| ⊙ | WELL |
| ⊙ | CONCRETE MONUMENT FOUND |
| ⊙ | CRIMPED TOP PIPE FOUND |
| ⊙ | ELECTRIC PANEL |
| ⊙ | FINISHED FLOOR ELEVATION |
| ⊙ | IRRIGATION BOX |
| ⊙ | IRON PAIL FOUND |
| ⊙ | 12" IRON PIPE SET |
| ⊙ | MAIL BOX |
| ⊙ | OPEN TOP PIPE FOUND |
| ⊙ | PK NAIL FOUND |
| ⊙ | PK NAIL SET |
| ⊙ | REBAR FOUND |
| ⊙ | RIGHT-OF-WAY MONUMENT FOUND |
| ⊙ | DEED BOOK & PAGE |
| ⊙ | STUB OUT |
| BSL | BUILDING SETBACK LINE |
| C&G | CURB & GUTTER |
| CP | CONCRETE PAD |
| CLF | CHAIN LINK FENCE |
| CMP | CORRUGATED METAL PIPE |
| DP PG | DEED BOOK & PAGE |
| DIP | DUCTILE IRON PIPE |
| HC | HEADER CURB |
| HDPE | HIGH DENSITY POLYETHYLENE PIPE |
| INV | INVERT ELEVATION |
| PCS | OUTLET CONTROL STRUCTURE |
| PLB | PLATE BOOK & PAGE |
| PVC | PLASTIC PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| TBM | TEMPORARY BENCHMARK |



GRID NORTH
GEORGIA WEST ZONE

FINAL PLAT FOR:

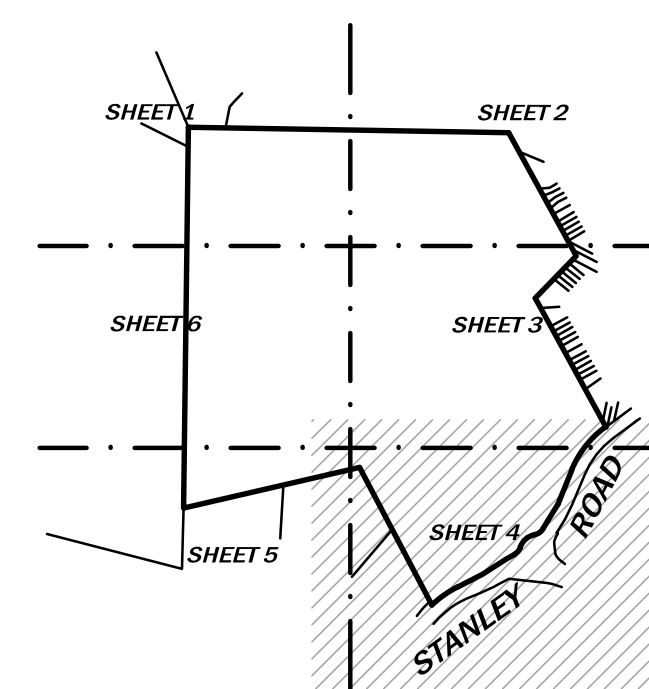
PMF OAKMONT COBB INTERNATIONAL, LLC
OAKMONT PACOLET ACQUISITIONS, LLC AND
TRATON, LLC

LAND LOT 213 8TH DISTRICT 2ND SECTION CITY OF KENNESAW, COBB COUNTY, GEORGIA

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NO. LSF000794

REVISIONS



SHEET INDEX

**FINAL
PLAT**

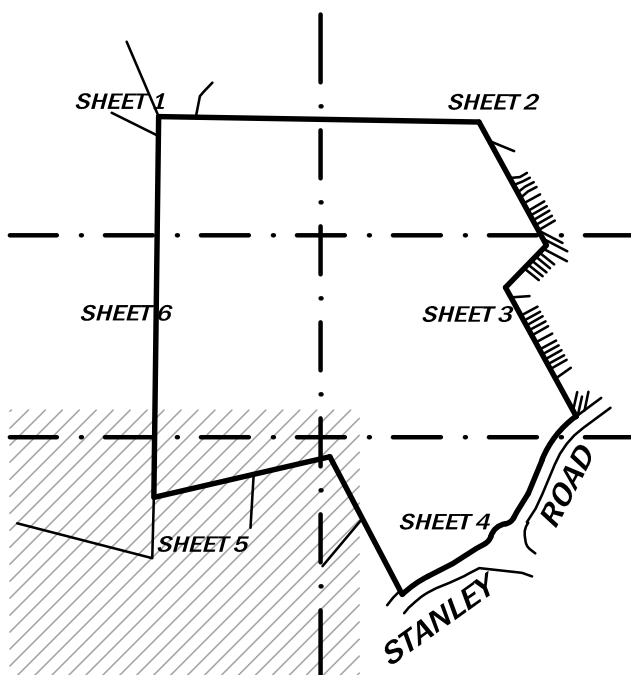
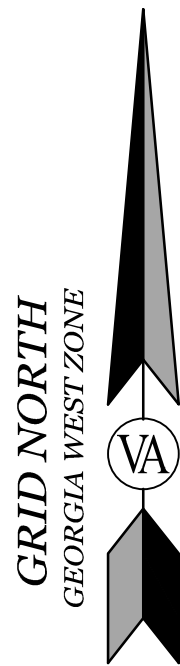
SHEET

4 OF 6

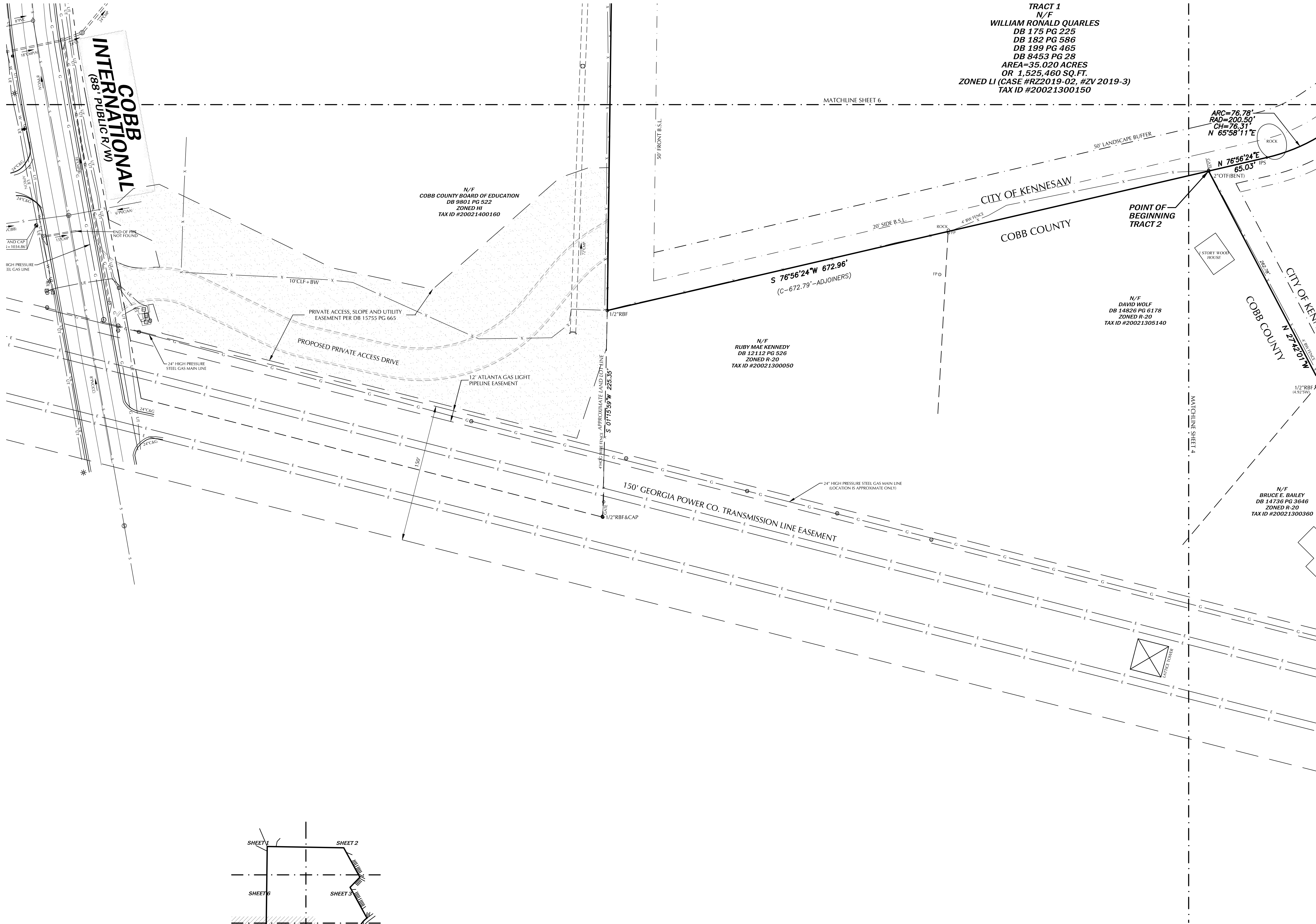
RESERVED FOR CLERK OF COURT

LEGEND

- BROKEN LINE NOT TO SCALE
- FENCE LINE
- GUARDRAIL
- UNDERGROUND GAS LINE
- OVERHEAD ELECTRIC LINE
- OVERHEAD TELEPHONE LINE
- SANITARY SEWER LINE
- UNDERGROUND ELECTRIC LINE
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- WATER LINE
- WETLANDS AREA
- CATCH BASIN SINGLE WING
- CATCH BASIN DOUBLE WING
- COMPUTED POINT
- BORING HOLE
- CLEANOUT
- COMMUNICATION BOX
- ELECTRIC BOX
- ELECTRIC LINE MARKER
- ELECTRIC MANHOLE
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- TRAFFIC SIGNAL POLE
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WATER VALVE/LINE MARKER
- BOLLARD
- CONCRETE MONUMENT FOUND
- CRIMPED TOP PIPE FOUND
- E-PAN
- + FFE
- IRB
- IPF
- IPS
- MB
- OTF
- PKF
- PKS
- RBF
- RMF
- RRSB
- SO
- BSL
- C&G
- CP
- CLF
- CMP
- DB PG
- DIP
- HC
- HDPE
- INV
- OCS
- PB PG
- PVC
- RCP
- TBM



SHEET INDEX



FINAL PLAT FOR:

PMF OAKMONT COBB INTERNATIONAL, LLC
OAKMONT PACOLET ACQUISITIONS, LLC AND
TRATON, LLC

LAND LOT 213 8TH DISTRICT 2ND SECTION CITY OF KENNESAW, COBB COUNTY, GEORGIA

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STATE OF GEORGIA LAND
SURVEYING FIRM LICENSE
NO. LSF000794

REVISIONS

SCALE: 1" = 50'
DATE: 8/25/2020
JOB NUMBER: 19-046
FILE NUMBER: 19-046
PLOTTED: 9/11/2020

FINAL
PLAT

SHEET
5 OF 6

LEGEND

BROKEN LINE NOT TO SCALE

-

50 0 50 100 150
GRAPHIC SCALE - FEET

—

N 00°45'09"E 1417.80'
(C-1458.4')

#6975 COBB INTERNATIONAL
COBB COUNTY SCHOOL
AUDIOLOGY SERVICES
1 STORY WAREHOUSE
BUILDING AND OFFICES
HEIGHT=30.1'

MATCHLINE SHEET 3

PMFOAKMONT COBB INTERNATIONAL, LLC
OAKMONT PACOLET ACQUISITIONS, LLC AND
TRATON, LLC

LAND LOT 213 8TH DISTRICT 2ND SECTION CITY OF KENNESAW, COBB COUNTY, GEORGIA

**VALENTINO &
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STATE OF GEORGIA LAND
SURVEYING FIRM LICENSE
NO. LSF000794

[illegible]

**FINAL
PLAT**

SHEET

6 OF 6

LEGAL DESCRIPTION – (BASED ON THIS SURVEY)

All that tract or parcel of land lying and being in Land Lot 213 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-046; Drawing/File #19-046), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

BEGINNING at a 1-1/4" iron bar found at the common corner of Land Lots 205, 206, 213 and 214;

THENCE easterly along the Land Lot line common to Land Lots 206 and 213 South 89 degrees 01 minutes 37 seconds East for a distance of 1191.43 feet to a 1/2" rebar found;

THENCE departing said Land Lot line South 28 degrees 46 minutes 46 seconds East for a distance of 522.94 feet to a 1/2" rebar found;

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THENCE South 28 degrees 46 minutes 42 seconds East for a distance of 546.70 feet to a 1/2" rebar found on the northwesterly right-of-way line of Stanley Road (variable width public r/w);

THENCE proceeding southwesterly along said right-of-way line of Stanley Road South 53 degrees 35 minutes 20 seconds West for a distance of 3.41 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 374.23 feet for an arc distance of 204.18 feet (said arc being subtended by a chord of South 37 degrees 55 minutes 09 seconds West for a distance of 201.65 feet) to a 1/2" iron pin set;

THENCE South 22 degrees 17 minutes 21 seconds West for a distance of 136.41 feet to a 1/2" iron pin set;

THENCE South 31 degrees 45 minutes 06 seconds West for a distance of 80.98 feet to a 1/2" iron pin set;

THENCE South 29 degrees 29 minutes 56 seconds West for a distance of 28.03 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 41.00 feet for an arc distance of 37.04 feet (said arc being subtended by a chord of South 55 degrees 22 minutes 55 seconds West for a distance of 35.80 feet) to a 1/2" rebar found;

THENCE along a curve to the left having a radius of 66.50 feet for an arc distance of 74.69 feet (said arc being subtended by a chord of South 49 degrees 05 minutes 24 seconds West for a distance of 70.82 feet) to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 46.00 feet for an arc distance of 35.13 feet (said arc being subtended by a chord of South 38 degrees 47 minutes 40 seconds West for a distance of 34.28 feet) to a 1/2" iron pin set;

THENCE South 60 degrees 40 minutes 26 seconds West for a distance of 35.06 feet to a 1/2" iron pin set;

THENCE South 57 degrees 16 minutes 49 seconds West for a distance of 105.87 feet to a 1/2" iron pin set;

THENCE South 63 degrees 18 minutes 16 seconds West for a distance of 103.97 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 400.00 feet for an arc distance of 117.14 feet (said arc being subtended by a chord of South 54 degrees 54 minutes 54 seconds West for a distance of 116.72 feet) to a 1/2" iron pin set;

THENCE departing said right-of-way line of Stanley Road North 27 degrees 42 minutes 01 seconds West for a distance of 578.46 feet to a bent 2" open top pipe found;

THENCE South 76 degrees 56 minutes 24 seconds West for a distance of 672.96 feet to a 1/2" rebar found on the Land Lot line common to Land Lots 213 and 214;

THENCE proceeding northerly along said Land Lot line North 00 degrees 45 minutes 09 seconds East for a distance of 1417.80 feet to a 1-1/4" iron bar found at the aforesaid Land Lot corner common to Land Lots 205, 206, 213 and 214, said 1-1/4" iron bar found being the POINT OF BEGINNING.

Said tract or parcel of land contains 46.691 acres or 2,033,857 square feet.

LEGAL DESCRIPTION – TRACT 1 (BASED ON THIS SURVEY)

All that tract or parcel of land lying and being in Land Lot 213 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-046; Drawing/File #19-046), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

BEGINNING at a 1-1/4" iron bar found at the common corner of Land Lots 205, 206, 213 and 214;

THENCE easterly along the Land Lot line common to Land Lots 206 and 213 South 89 degrees 01 minute 37 seconds East for a distance of 1191.43 feet to a 1/2" rebar found;

THENCE departing said Land Lot line South 28 degrees 46 minutes 46 seconds East for a distance of 522.94 feet to a 1/2" rebar found;

THENCE South 44 degrees 07 minutes 41 seconds West for a distance of 219.85 feet to a 1/2" rebar found;

THENCE South 44 degrees 07 minutes 41 seconds West for a distance of 508.15 feet to a 1/2" iron pin set;

THENCE South 00 degrees 40 minutes 53 seconds West for a distance of 103.22 feet to a 1/2" iron pin set;

THENCE South 54 degrees 59 minutes 58 seconds West for a distance of 201.35 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 200.50 feet for an arc distance of 76.78 feet (said arc being subtended by a chord of South 65 degrees 58 minutes 11 seconds West for a distance of 76.31 feet) to a 1/2" iron pin set;

THENCE South 76 degrees 56 minutes 24 seconds West for a distance of 65.03 feet to a bent 2" open top pipe found;

THENCE South 76 degrees 56 minutes 24 seconds West for a distance of 672.96 feet to a 1/2" rebar found on the Land Lot line common to Land Lots 213 and 214;

THENCE proceeding northerly along said Land Lot line North 00 degrees 45 minutes 09 seconds East for a distance of 1417.80 feet to a 1-1/4" iron bar found at the aforesaid Land Lot corner common to Land Lots 205, 206, 213 and 214, said 1-1/4" iron bar found being the POINT OF BEGINNING.

Said tract or parcel of land contains 35.020 acres or 1,525,460 square feet.

LEGAL DESCRIPTION – TRACT 2 (BASED ON THIS SURVEY)

All that tract or parcel of land lying and being in Land Lot 213 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, said tract or parcel of land being more fully shown and designated on a plat of survey prepared by Valentino & Associates, Inc. (Job #19-046; Drawing/File #19-046), bearing the seal of Glenn A. Valentino, Ga. Registered Land Surveyor #2528, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

To find the POINT OF BEGINNING, COMMENCE at a 1-1/4" iron bar found at the common corner of Land Lots 205, 206, 213 and 214;

THENCE southerly along the Land Lot line common to Land Lots 213 and 214, South 00 degrees 45 minutes 09 seconds West for a distance of 1417.80 feet to a 1/2" rebar found;

THENCE departing said Land Lot line, North 76 degrees 56 minutes 24 seconds East for a distance of 672.96 feet to a bent 2" open top pipe found, said bent 2" open top pipe found being the POINT OF BEGINNING.

THENCE North 76 degrees 56 minutes 24 seconds East for a distance of 65.03 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 200.50 feet for an arc distance of 76.78 feet (said arc being subtended by a chord of North 65 degrees 58 minutes 11 seconds East for a distance of 76.31 feet) to a 1/2" iron pin set;

THENCE North 54 degrees 59 minutes 58 seconds East for a distance of 201.35 feet to a 1/2" iron pin set;

THENCE North 00 degrees 40 minutes 53 seconds East for a distance of 103.22 feet to a 1/2" iron pin set;

THENCE North 44 degrees 07 minutes 41 seconds East for a distance of 508.15 feet to a 1/2" rebar found;

THENCE South 28 degrees 46 minutes 42 seconds East for a distance of 546.70 feet to a 1/2" rebar found on the northwesterly right-of-way line of Stanley Road (variable width public r/w);

THENCE proceeding southwesterly along said right-of-way line of Stanley Road South 53 degrees 35 minutes 20 seconds West for a distance of 3.41 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 374.23 feet for an arc distance of 204.18 feet (said arc being subtended by a chord of South 37 degrees 55 minutes 09 seconds West for a distance of 201.65 feet) to a 1/2" iron pin set;

THENCE South 22 degrees 17 minutes 21 seconds West for a distance of 136.41 feet to a 1/2" iron pin set;

THENCE South 31 degrees 45 minutes 06 seconds West for a distance of 80.98 feet to a 1/2" iron pin set;

THENCE South 29 degrees 29 minutes 56 seconds West for a distance of 28.03 feet to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 41.00 feet for an arc distance of 37.04 feet (said arc being subtended by a chord of South 55 degrees 22 minutes 55 seconds West for a distance of 35.80 feet) to a 1/2" rebar found;

THENCE along a curve to the left having a radius of 66.50 feet for an arc distance of 74.69 feet (said arc being subtended by a chord of South 49 degrees 05 minutes 24 seconds West for a distance of 70.82 feet) to a 1/2" iron pin set;

THENCE along a curve to the right having a radius of 46.00 feet for an arc distance of 35.13 feet (said arc being subtended by a chord of South 38 degrees 47 minutes 40 seconds West for a distance of 34.28 feet) to a 1/2" iron pin set;

THENCE South 60 degrees 40 minutes 26 seconds West for a distance of 35.06 feet to a 1/2" iron pin set;

THENCE South 57 degrees 16 minutes 49 seconds West for a distance of 105.87 feet to a 1/2" iron pin set;

THENCE South 63 degrees 18 minutes 16 seconds West for a distance of 103.97 feet to a 1/2" iron pin set;

THENCE along a curve to the left having a radius of 400.00 feet for an arc distance of 117.14 feet (said arc being subtended by a chord of South 54 degrees 54 minutes 54 seconds West for a distance of 116.72 feet) to a 1/2" iron pin set;

THENCE departing said right-of-way line of Stanley Road North 27 degrees 42 minutes 01 second West for a distance of 578.46 feet to a bent 2" open top pipe found, said bent 2" open top pipe found being the POINT OF BEGINNING.

Said tract or parcel of land contains 11.671 acres or 508,397 square feet.

Deed Book 15755 Ps 665
Filed and Recorded Jun-15-2020 11:53am
2020-0069972
Real Estate Transfer Tax \$0.00

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

After Recording, Return To:

m
Courthouse Abstractors
6643 Sweetwater Point.
Flowery Branch, GA 30542

21/25
**ACCESS, UTILITIES AND OTHER EASEMENTS
AGREEMENT**

BETWEEN

**William Ronald Quarles, as executor of the
Estate of Madge Turner Quarles**

AND

**COBB COUNTY BOARD OF EDUCATION,
a Georgia governmental agency**

December 12, 2019

ACCESS, UTILITIES AND OTHER EASEMENTS AGREEMENT

THIS ACCESS, UTILITIES AND OTHER EASEMENTS AGREEMENT (this "Agreement") dated December 12, 2019 (the "Effective Date"), between William Ronald Quarles, an individual resident of the State of Georgia, as executor of the Estate of Madge Turner Quarles, Deceased ("Quarles"), and **COBB COUNTY BOARD OF EDUCATION**, a Georgia governmental agency ("CBOE"). The terms "CBOE" or "Quarles" will refer to such parties and their respective successors-in-title to the Parcels or portions thereof benefited or burdened by this Agreement (individually an "Owner", and collectively, the "Owners").

Background Information

A. Quarles is the owner of certain real property located at 1630 Stanley Road, Kennesaw, Cobb County, Georgia, consisting of approximately 48.6 acres, and more particularly described on *Exhibit A* attached hereto (the "Oakmont Parcel"). Quarles desires to enter into this Agreement in connection with that certain Purchase and Sale Agreement dated May 29, 2019, as the same may be amended from time to time (the "Purchase and Sale Agreement"), between Quarles and **OAKMONT PACOLET ACQUISITIONS, LLC**, a Delaware limited liability company ("Oakmont") subject to the understanding that this Agreement will only become effective upon closing of the transactions contemplated in the Purchase and Sale Agreement and the conveyance of the Oakmont Parcel to Oakmont or its designee. The parties acknowledge that Oakmont intends to construct on the Oakmont Parcel a light industrial project consisting of two buildings and related facilities (the "Oakmont Project") as shown on the site plan attached hereto as *Exhibit C*, subject to such changes as Oakmont may adopt from time to time consistent with applicable zoning ordinances (the "Site Plan").

B. CBOE is the owner of certain real property consisting of approximately [18.635] acres and located at 6975 Cobb International Blvd., Cobb County, Georgia (the "CBOE Parcel"). The CBOE Parcel is more particularly described on *Exhibit B* attached hereto. The Oakmont Parcel and the CBOE Parcel are herein collectively referred to as the "Parcels" and each individually as a "Parcel".

C. CBOE has agreed to grant certain easements over certain portions of the CBOE Parcel for purposes of facilitating the development and operation of the Oakmont Project.

D. The proposed easement(s) grant measures approximately 2.00 acres and shall result in substantial benefit to Oakmont Pacolet Acquisition, LLC ("Oakmont"), the Board is entitled to fair and reasonable compensation based on the fair market price for real property in this area. The fair market value per acre for land in this area is approximately One Hundred Twenty Five Thousand and No/100 (\$125,000.00) Dollars per acre. CBOE as owner is entitled to and shall receive compensation in the amount of \$250,000 upon conveyance of the property to Oakmont.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, CBOE and Oakmont hereby agree as follows:

ARTICLE I - GRANT OF EASEMENTS

Section 1.01. Access Easements. CBOE hereby grants and conveys to Quarles, as Owner of the Oakmont Parcel and as an appurtenance to the Oakmont Parcel, for use by the Owner of the Oakmont Parcel, and its contractors, sub-contractors, agents and representatives (collectively, the "Oakmont Permittees"), and its tenants and occupants of the Oakmont Parcel and each such tenant's and occupant's licensees and invitees (collectively, the "Oakmont Tenants"), and to all police, fire, ambulance and other rescue personnel, a non-exclusive perpetual access and ingress egress easement for vehicular and pedestrian traffic (the "Access Easement") in, upon, over, through and across that portion of the CBOE Parcel more particularly described on *Exhibit D-1* attached hereto and such other portion of the CBOE Parcel reasonably required by Oakmont and approved by CBOE in CBOE's reasonable discretion (collectively, the "Easement Area"), together with the right to construct, maintain, repair and replace including without limitation, driveways, sidewalks, walls and landscaping (collectively, the "Improvements") within the Easement Area, at the sole cost and expense of the Owner of the Oakmont Parcel and in material compliance with all applicable laws. CBOE will not use the Easement Area or permit any other Owner of the CBOE Parcel, any of CBOE's contractors, sub-contractors, agents and representatives (collectively, the "CBOE Permittees"), or any of CBOE's tenants or occupants of the CBOE Parcel and each such tenant's and occupant's licensees and invitees (collectively, the "CBOE Tenants") to use the Easement Area in any manner that would unreasonably interfere with the use and enjoyment of the Access Easement. Without limiting the foregoing, CBOE will not make any improvements to the Easement Area or permit any other Owner of the CBOE Parcel, any CBOE Permittees or any CBOE Tenants to make any improvements to the Easement Area without the prior written approval of the Owner of the Oakmont Parcel, such approval to be granted or withheld in such Owner's sole and absolute discretion.

Section 1.02. Utility Easements. CBOE hereby grants and conveys to Quarles, as Owner of the Oakmont Parcel and as an appurtenance to the Oakmont Parcel, for use by the Owner of the Oakmont Parcel, any Oakmont Permittees, and each applicable utility company, a non-exclusive perpetual easement on, under, over and through the Easement Area to construct, install, use, maintain, repair and replace utility facilities ("Utility Easement") to serve the Oakmont Parcel, including without limitation, facilities providing power, lighting, water, gas, sanitary and storm sewer, telephone, cable and data services (the "Utilities"). The Utility Easement will include, without limitation, the right for the Owner of the Oakmont Parcel to tie into, use, maintain, repair, replace and relocate the existing Utilities located on, under, over and through the Easement Area, including without limitation, certain sanitary sewer and drainage lines. CBOE will not use the Easement Area or permit any other Owner of the CBOE Parcel, any CBOE Permittees or any CBOE Tenants to use the Easement Area in any manner that would unreasonably interfere with the use and enjoyment of the Utility Easement. Oakmont may authorize providers of Utilities to use the Utility Easement for the purpose of constructing, installing, maintaining, repairing and replacing utility facilities to serve the Oakmont Parcel. If the provider of any of such Utilities requires that the Utility Easement be granted in a form prepared by the utility provider, CBOE shall promptly execute a reasonable form of utility easement in favor of such utility provider. CBOE also acknowledges that Oakmont may convey Utility facilities installed in the Easement Area to the providers of such Utilities.

Section 1.03. Maintenance Easements. CBOE hereby grants and conveys to Quarles, as Owner of the Oakmont Parcel, for use by the Owner of the Oakmont Parcel and the Oakmont Permittees, an exclusive perpetual easement in, upon, over, through and across the CBOE Parcel as reasonably required for the Owner of the Oakmont Parcel and such Oakmont Permittees to perform any maintenance, repair or replacement obligations set forth in this Agreement (the "Maintenance Easement"). CBOE will not unreasonably interfere with or permit any other Owner of the CBOE Parcel, any CBOE Permittees or any CBOE Tenants to unreasonably interfere with use of the Maintenance Easement by the Owner of the Oakmont Parcel or any Oakmont Permittee. Use of the Maintenance Easement by the Owner of the Oakmont Parcel and the Oakmont Permittees shall not unreasonably interfere with the use and ordinary operation of the CBOE Parcel.

Section 1.04. Sign and Landscape Easement. CBOE hereby grants and conveys to Quarles, as Owner of the Oakmont Parcel, for use by the Owner of the Oakmont Parcel and the Oakmont Permittees, a non-exclusive, perpetual easement in, upon, over, through and across that portion of the CBOE Parcel more particularly described on *Exhibit D-2* (the "Sign and Landscape Easement Area") for permitting, installing, constructing, maintaining, repairing and replacing project monument signage, directional signage and landscaping in the Sign and Landscape Easement Area (the "Signage and Landscaping") as required by the Owner of the Oakmont Parcel (and, for avoidance of doubt, its successors and assigns) for the Oakmont Project (the "Sign and Landscape Easement"). CBOE will not use or grant permission to any other Owner of the CBOE Parcel, any of the CBOE Tenants or CBOE Permittees to use the CBOE Parcel in any manner that would unreasonably interfere with the use and enjoyment of the Sign and Landscape Easement, including without limitation, by installing or constructing any improvements on the CBOE Parcel in a manner that would adversely affect the visibility of such Signage and Landscaping from outside the Sign and Landscape Easement Area. Without limiting the foregoing, CBOE will not make any improvements to the Sign and Landscape Easement Area or grant permission to any other Owner of the CBOE Parcel, any CBOE Permittees or any CBOE Tenants to make any improvements to the Sign and Landscape Easement Area without the prior written approval of the Owner of the Oakmont Parcel.

Section 1.05. Slope Easement. CBOE hereby grants and conveys to Quarles, as Owner of the Oakmont Parcel, for use by the Owner of the Oakmont Parcel and the Oakmont Permittees, a non-exclusive, perpetual easement to construct, establish, maintain and repair, cut and fill slopes (the "Slope Easement") in, upon, over, through and across that portion of the Easement Area for the purpose of constructing, installing, grading, filling, servicing, maintaining, inspecting, repairing and replacing permanent slopes and reasonable appurtenances to the Easement Area. CBOE will not use or grant permission to any other Owner of the CBOE Parcel, any of the CBOE Tenants or CBOE Permittees to use the CBOE Parcel in any manner that would unreasonably interfere with the use and enjoyment of the Slope Easement, including without limitation, by installing or constructing any improvements on the CBOE Parcel in a manner that would adversely affect the Slope Easement and/or the required support. Without limiting the foregoing, CBOE will not make any improvements to the Easement Area or grant permission to any other Owner of the CBOE Parcel, any CBOE Permittees or any CBOE Tenants to make any improvements to the Easement Area without the prior written approval of the Owner of the Oakmont Parcel.

Section 1.06. General Provisions Regarding the Easements. The Access Easement, the

Utility Easement, the Maintenance Easement, the Sign and Landscape Easement and the Slope Easement are collectively referred to as the "Easements." The Easement Area, the Sign and Landscape Easement Area and such other portions of the CBOE Parcel that are subject to the Easements are collectively referred to as the "Easement Area." Each Owner reserves all rights to the Easement Area not inconsistent with the terms of the Easements.

Section 1.07. Temporary Construction Easement. CBOE hereby grants and conveys to Quarles, as Owner of the Oakmont Parcel, for use by the Owner of the Oakmont Parcel and the Oakmont Permittees (and their respective contractors, subcontractors, vendors, suppliers and other representatives), a temporary non-exclusive easement of ingress, egress and access upon, in, over, under, through and across the Easement Area and the Sign and Landscape Easement Area and those portions that extend ten (10) feet from the boundaries of the Easement Area and the Sign and Landscape Easement Area, as depicted on Exhibit D (together, the "Temporary Construction Easement Area") for the purpose of and to the extent required or appropriate for activities in support of design, construction and installation of the Improvements (the "Temporary Construction Easement"). Further, the Temporary Construction Easement shall include, at the sole cost and expense of the Owner of the Oakmont Parcel, (i) the right to make such investigations, studies and tests, including, without limitation, surveys, geotechnical and engineering studies and feasibility studies, as the Owner deems necessary or reasonably desirable in connection with the design and planning of the Improvements; provided, however, that the Owner shall not perform any invasive testing without the prior written consent of CBOE, which consent shall not be unreasonably withheld, conditioned, or delayed, (ii) during active construction in the Temporary Construction Easement Area, the right to place tools, materials and equipment upon, in, over, under, through and across the Temporary Construction Easement Area and to operate construction equipment, vehicles and machinery in, over, under, through and across the Temporary Construction Easement Area, (iii) the right to remove improvements or other property located within the Easement Area and/or the Temporary Construction Easement Area in connection with the design, construction and installation of the Improvements and (iv) the right to excavate portions of property located within the Easement Area and/or the Temporary Construction Easement Area in connection with the design, construction and installation of the Improvements. The scope of the Temporary Construction Easement shall include all activity within the Temporary Construction Easement area reasonably consistent with the design, construction and installation of the Improvements. The Temporary Construction Easement shall terminate automatically upon the opening to the public or other placement into service of the Improvements.

ARTICLE II – MAINTENANCE

Section 2.01. Maintenance and Repair.

(a) Maintenance of Easement Area. The Owner of the Oakmont Parcel shall, following initial construction and installation of the Improvements of the Easement Area, maintain, at its sole cost and expense, the Easement Area in a neat and clean condition, free of any litter or debris or other impediment to the safe use of the Easement Area.

(b) Maintenance of Sign and Landscape Easement Area. Beginning after initial installation by the Owner of the Oakmont Parcel of the Signage and Landscaping, the Owner of

the Oakmont Parcel, at its cost and expense, shall maintain the Signage and Landscaping in good order and repair.

ARTICLE III - EFFECT OF INSTRUMENT

Section 3.01. Mortgage Subordination; Mortgagee Notice. Any mortgage or security deed, including without limitation, any First Mortgage, affecting any portion of the Parcels shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or security deed, or acquiring title by deed in lieu of foreclosure, shall acquire title subject to all of the terms and provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, any holder of a First Mortgage (a "First Mortgagee") may cure any default under this Agreement by the Owner of the Parcel to which such First Mortgagee has a First Mortgage within the same time periods by which an Owner is entitled to cure any such default under this Agreement. CBOE represents to Quarles as of the Effective Date that the CBOE Parcel is not subject to a mortgage or security deed, except any such mortgage or security deed that is recorded after and subject to the terms of this Agreement. Quarles represents to CBOE as of the Effective Date that the Oakmont Parcel is not subject to a mortgage or security deed, except any such mortgage or security deed that is recorded after and subject to the terms of this Agreement.

Section 3.02. Condition Precedent. Binding Effect.

(a) Notwithstanding anything to the contrary contained in this Agreement, the terms and conditions set forth herein shall not become effective until and upon the effective consummation of the transactions contemplated in the Purchase and Sale Agreement and the conveyance of the Oakmont Parcel to Oakmont or its designee, and this Agreement shall be null and void upon any termination, cancellation, expiration or any other act that terminates the rights and obligations of the parties to such Purchase and Sale Agreement other than by the consummation of the transactions contemplated therein and the conveyance of the Oakmont Parcel to Oakmont or its designee.

(b) Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as Owner of a portion of the Parcels and shall constitute an equitable servitude on the portion of the Parcels owned by such party appurtenant to and for the benefit of the other portions of the Parcels. Any transferee of any part of the Parcels shall automatically be deemed, by acceptance of the title to any portion of the Parcels, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel (or portion thereof) and to have agreed with the then Owner or Owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcels so conveyed that remain unsatisfied.

Section 3.03. Non-Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns

and that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 3.04. Responsibility. Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon only to the extent of its respective interest in it land and improvements on the Oakmont Parcel and the CBOE Parcel, as the case may be.

Section 3.05. Estoppel Certificates. From time to time upon request in writing from an Owner, each Owner agrees to execute, acknowledge and deliver to such requesting party a statement in writing certifying to the requesting party or its designee that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that such requesting party is current in its construction, maintenance and other obligations under this Agreement, and any other factual data relating to this Agreement which such Owner may reasonably request. The party receiving such request shall execute and deliver such written statement to the requesting party within fifteen (15) days of its receipt of such written statement.

ARTICLE IV- NOTICES

Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes upon receipt or refusal of receipt when sent by (i) registered or certified mail, return receipt requested, (ii) personal hand delivery, (iii) overnight courier service, followed by overnight courier service, or (iv) by electronic mail (provided a copy of such notice sent by electronic mail is deposited with an overnight courier for next business day delivery) to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice.

If to Quarles: William Ronald Quarles
Phone: 404-408-5793
Email: WilliamQuarles@windstream.net

With a copy to: Baggarly & Associates, LLC
965 Piedmont Road, Suite 115
Marietta, GA 30066
Attn: Bruce W. Baggarly, Jr.

and: c/o Oakmont Industrial Group IV, LLC
3520 Piedmont Road
Suite 100
Atlanta, Georgia 30305
Attention: Stephen L. Nelsen
Email: snelsen@oakmontre.com

and: Eversheds Sutherland (US) LLP
999 Peachtree Street, NE, Suite 2300
Atlanta, Georgia 30309
Attn: D. Clayton Howell
Phone: 404-853-8120
E-Mail: clayhowell@eversheds-sutherland.com

After conveyance of the Oakmont Parcel to Oakmont (or its designee)

c/o Oakmont Industrial Group IV, LLC
3520 Piedmont Road
Suite 100
Atlanta, Georgia 30305
Attention: Stephen L. Nelsen
Email: snelsen@oakmontre.com

with a copy to: Eversheds Sutherland (US) LLP
999 Peachtree Street, NE, Suite 2300
Atlanta, Georgia 30309
Attn: D. Clayton Howell
Phone: 404-853-8120
E-Mail: clayhowell@eversheds-sutherland.com

If to CBOE: Cobb County School District
514 Glover Street
Marietta, Georgia 30060
Attn: Mr. Nick Parker,
E-Mail: Nick.Parker@cobbk12.org

With a copy to: Cobb County School District
49 Marietta Street
Marietta, Georgia 30060
Attn: Clem Doyle, Esq.

ARTICLE V - MISCELLANEOUS

Section 5.01. Miscellaneous.

(a) **Separation of Ownership.** It is understood that at any time and from time to time ownership of the Oakmont Parcel may be subdivided or otherwise established such that different parcels of the Oakmont Parcel are owned by different owners. Upon such subdivision, Oakmont may allocate its liabilities and obligations under this Agreement as between or among such subdivided parcels and such Oakmont Parcel owners. If any portion of the Oakmont Parcel is submitted to the Georgia Condominium Act (or any other cooperative or townhome regime), then Oakmont Parcel Owner shall be deemed to be the condominium association for all purposes of this Agreement. If the Oakmont Parcel or any portion of the Oakmont Parcel is subjected to a

master declaration, then the Oakmont Parcel Owner may assign any of such entity's obligations under this Agreement to a master association formed in connection with such master declaration, and such assignment will release the assigning party of any liability hereunder as to the obligations conveyed for any breach of this Agreement accruing after (and not on or before) the date of such assignment.

(b) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be construed in accordance with the laws of the State of Georgia.

(d) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(e) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

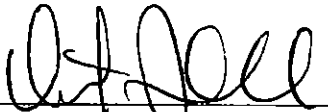
(f) This Agreement shall run with the Parcels and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

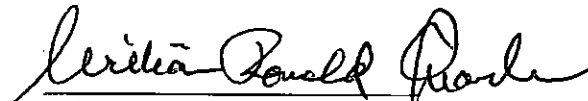
(g) This Agreement may be amended, modified, or terminated at any time only by agreement in writing by all Owners and duly recorded in the Official Records of Cobb County, Georgia.

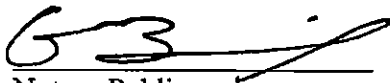
[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the Effective Date.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


William Ronald Quarles, as executor of the
Estate of Madge Turner Quarles, Deceased


Notary Public

My Commission

Expires: 03-19-2023

[Notarial Seal]



[SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the Effective Date.

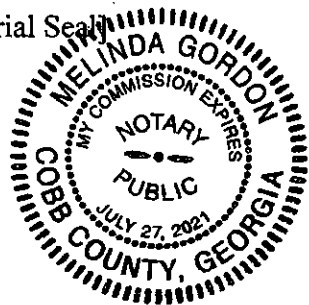
Signed, sealed and delivered
in the presence of:

Baier Dease
Unofficial Witness

Melinda Gordon
Notary Public

My Commission
7.27.21

[Notarial Seal]



CBOE:
**COBB COUNTY BOARD OF
EDUCATION**

By: David Chastain
Name: David Chastain
Title: Chairman

COBB COUNTY SCHOOL DISTRICT
Expires: By: Chris Ragsdale
Name: Chris Ragsdale
Title: Superintendent and Secretary to Board

[SIGNATURE PAGE]

List of Exhibits

- Exhibit A - Description of Oakmont Parcel
- Exhibit B - Description of CBOE Parcel
- Exhibit C - Site Plan
- Exhibit D- Description of Temporary Construction Easement Area
- Exhibit D-1 - Description of Easement Area
- Exhibit D-2 - Description of Sign and Landscape Easement Area

EXHIBIT A

Oakmont Parcel

ALL THAT TRACT OR PARCEL OF LAND BEING 57.56 ACRES, MORE OR LESS, IN LAND LOT NO. 213 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING ALL OF A TRACT OF 78-1/2 ACRES, MORE OR LESS, SHOWN BY PLAT OF SURVEY MADE BY ALBERT DOBBS, C.E., RECORDED IN PLAT BOOK 6, PAGE 8, COBB COUNTY RECORDS, EXCEPT 3 ACRES, MORE OR LESS, CONVEYED TO HENRY A. POWELL ON JANUARY 2, 1947, BY GUY A. POWELL BY DEED RECORDED IN DEED BOOK 182, PAGE 586, COBB COUNTY RECORDS, AND 17.94 ACRES IN THE SOUTHWEST PORTION OF SAID TRACT CONVEYED BY GUY A. POWELL TO CARL H. HUTSON AND ILA MAE NEWELL BY DEED RECORDED IN DEED BOOK 199, PAGE 465. SAID 78-1/2 ACRE TRACT, IN ADDITION TO BEING SHOWN BY SAID PLAT, IS FULLY DESCRIBED IN A DEED FROM MRS. MIRIAM R. SMITH TO GUY A. POWELL, DATED FEBRUARY 19, 1946, RECORDED IN DEED BOOK 175, PAGE 225, COBB COUNTY RECORDS. REFERENCE IS HAD TO THE PLAT AND THE DEEDS REFERRED TO HEREIN IN SUPPORT OF AND FOR THE PURPOSE OF DEFINITELY DESCRIBING SUCH PROPERTY.

THIS IS THE SAME PROPERTY CONVEYED BY GUY A. POWELL TO WILLIAM T. QUARLES BY WARRANTY DEED DATED JANUARY 6, 1949, RECORDED IN DEED BOOK 201, PAGE 583, COBB COUNTY RECORDS.

LESS AND EXCEPT THE CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO RESIDENTIAL LAND DEVELOPERS, INC., BY VIRTUE OF THAT CERTAIN WARRANTY DEED FROM MADGE TURNER QUARLES, DATED DECEMBER 30, 2002, FILED JANUARY 22, 2003, AND RECORDED IN DEED BOOK 13671, PAGE 3578, COBB COUNTY, GEORGIA, RECORDS.

FURTHER LESS AND EXCEPT THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED TO THE CITY OF KENNESAW, GEORGIA, BY VIRTUE OF THAT CERTAIN RIGHT OF WAY DEED FROM MADGE TURNER QUARLES, DATED JANUARY 28, 2015, FILED JANUARY 28, 2015, AND RECORDED IN DEED BOOK 15214, PAGE 4703, COBB COUNTY, GEORGIA, RECORDS.

THE LEGAL DESCRIPTION IS TENTATIVE AND WILL BE REVISED UPON THE RECEIPT OF A METES AND BOUNDS LEGAL DESCRIPTION PURSUANT TO AN APPROVED SURVEY.

EXHIBIT B

CBOE Parcel

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 205 and 214, 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGIN at an iron pin set on the land lot line separating Land Lots 213 and 214, said point being South 02 degrees 16 minutes 06 seconds East, a distance of 73.41 feet from the common corner of Land Lots 205, 206, 213 and 214, 20th District, 2nd Section; thence running South 02 degrees 16 minutes 06 seconds East along the land lot line separating Land Lots 213 and 214 and along property now or formerly owned by W. T. Quarles, a distance of 1,569.71 feet to an iron pin found; thence running North 78 degrees 39 minutes 52 seconds West along property now or formerly owned by Resource Properties Corporation, a distance of 519.63 feet to an iron pin set on the easterly right-of-way of Cobb International Boulevard (an 88 foot right-of-way); thence running along the easterly right-of-way of Cobb International Boulevard the following courses and distances: North 13 degrees 27 minutes 37 seconds West, a distance of 346.73 feet to a point; thence running along the arc of a curve to the right an arc distance of 747.93 feet (said arc being subtended by a chord bearing North 04 degrees 04 minutes 31 seconds East, a chord distance of 736.31 feet, and having a radius of 1,221.89 feet) to a point; thence running North 21 degrees 36 minutes 40 seconds East, a distance of 271.42 feet to a point; thence running along the arc of a curve to the left, an arc distance of 294.39 feet (said arc being subtended by a chord bearing North 07 degrees 24 minutes 47 seconds East, a chord distance of 291.39 feet, and having a radius of 594.00 feet) to an iron pin set; thence leaving the easterly right-of-way of Cobb International Boulevard and running South 66 degrees 33 minutes 48 seconds East, a distance of 368.60 feet to an iron pin set and the POINT OF BEGINNING, as more particularly described on that certain Survey for Cobb County Board of Education and Chicago Title Insurance Company prepared by Bates and Long Associates by Wilson Long, G.R.L.S. No. 1685, dated July 17, 1995, last revised May 3, 1996, containing 18.635 acres.

EXHIBIT C

[Site Plan]

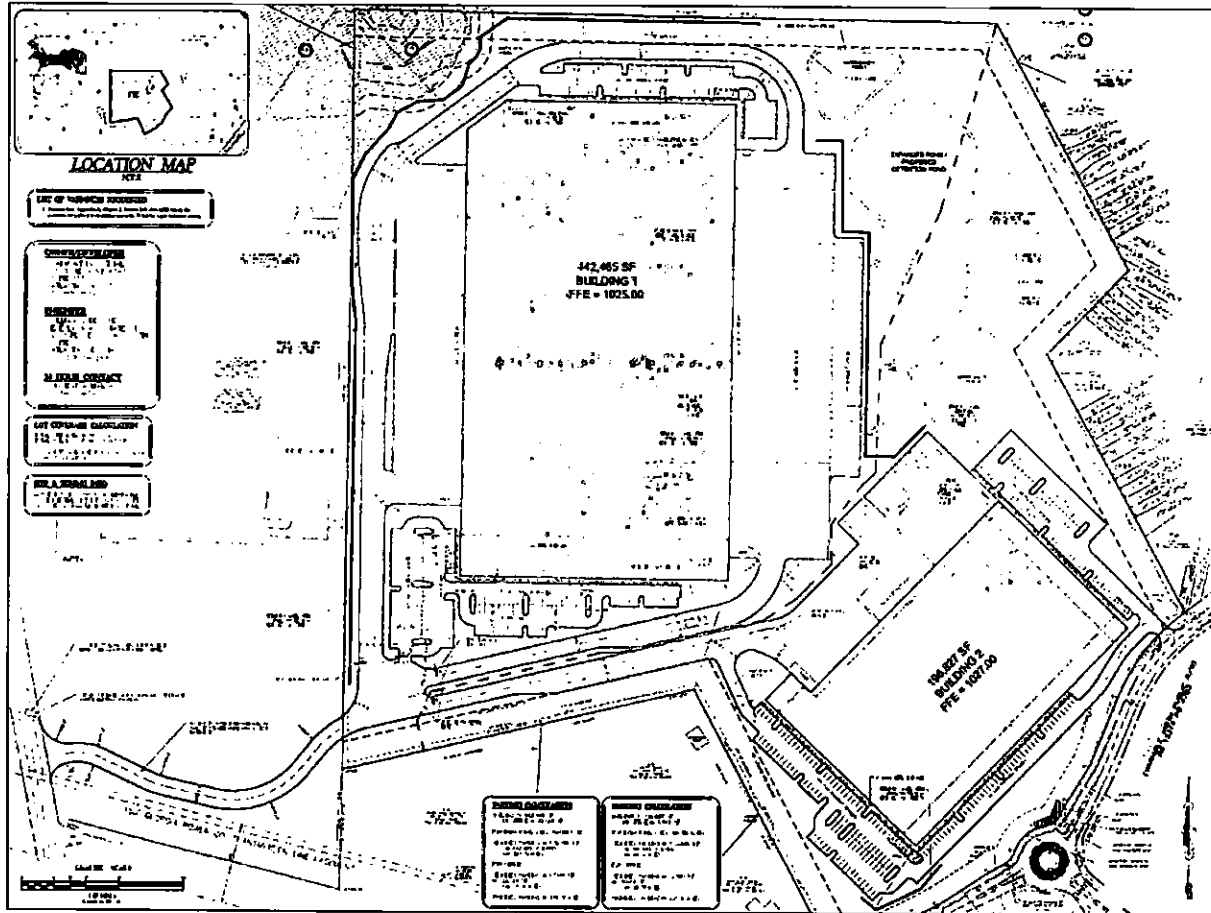


EXHIBIT D

[Description of Temporary Construction Easement Area]

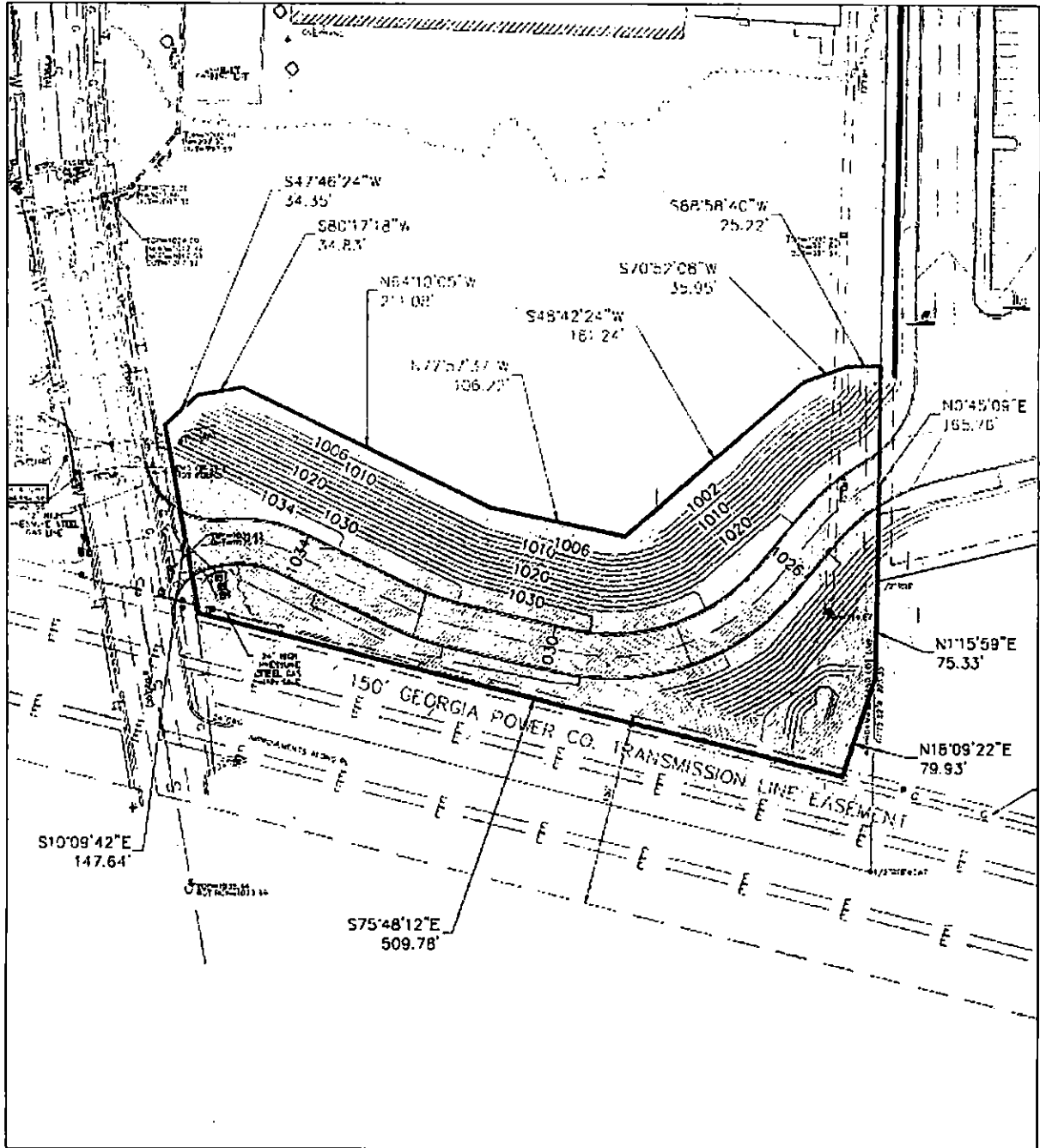


EXHIBIT D-1

[Description of Easement Area]

Portion of Tax Parcel 20021400160
1.96 Total Acres

All those tracts or parcels of land lying and being in Land Lot 214 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

START at a 1-1/4" iron bar found at the common corner of Land Lots, 205, 206, 213 and 214;

THENCE South 0 degrees 45 minutes 9 seconds West for a distance of 1,262.04 feet to a computed point, said point being the POINT OF BEGINNING.

From the POINT OF BEGINNING, proceed South 88 degrees 58 minutes 40 seconds West for a distance of 23.32 feet to a computed point;

THENCE South 70 degrees 52 minutes 8 seconds West for a distance of 32.40 feet to a computed point;

THENCE South 48 degrees 42 minutes 24 seconds West for a distance of 184.30 feet to a computed point;

THENCE North 77 degrees 57 minutes 37 seconds West for a distance of 112.45 feet to a computed point;

THENCE North 64 degrees 10 minutes 5 seconds West for a distance of 209.09 feet to a computed point;

THENCE South 80 degrees 17 minutes 18 seconds West for a distance of 28.71 feet to a computed point;

THENCE South 47 degrees 46 minutes 24 seconds West for a distance of 37.70 feet to a computed point;

THENCE South 10 degrees 9 minutes 42 seconds East for a distance of 8.71 feet to a computed point;

THENCE South 64 degrees 16 minutes 7 seconds East for a distance of 53.49 feet to a computed point;

THENCE South 14 degrees 2 minutes 41 seconds East for a distance of 29.23 feet to a computed point;

THENCE along a curve to the left having a radius of 111.50 feet for an arc distance of 13.98 feet (said arc being subtended by a chord of South 87 degrees 7 minutes 10 seconds West for a distance of 13.97 feet) to a computed point;

THENCE along a curve to the right having a radius of 54.50 feet for an arc distance of 34.45 feet (said arc being subtended by a chord of North 78 degrees 21 minutes 52 seconds West for a distance of 33.88 feet) to a computed point;

THENCE South 10 degrees 9 minutes 42 seconds East for a distance of 57.38 feet to a computed point;

THENCE North 61 degrees 50 minutes 45 seconds East for a distance of 14.76 feet to a computed point;

THENCE North 79 degrees 24 minutes 46 seconds East for a distance of 17.08 feet to a computed point;

THENCE South 17 degrees 1 minute 4 seconds East for a distance of 33.42 feet to a computed point;

THENCE South 75 degrees 48 minutes 12 seconds East for a distance of 466.44 feet to a computed point;

THENCE North 18 degrees 9 minutes 22 seconds East for a distance of 103.53 feet to a computed point;

THENCE North 1 degree 15 minutes 59 seconds East for a distance of 40.91 feet to a computed point;

THENCE North 0 degrees 45 minutes 9 seconds East for a distance of 155.76 feet to a computed point, said point being the POINT OF BEGINNING.

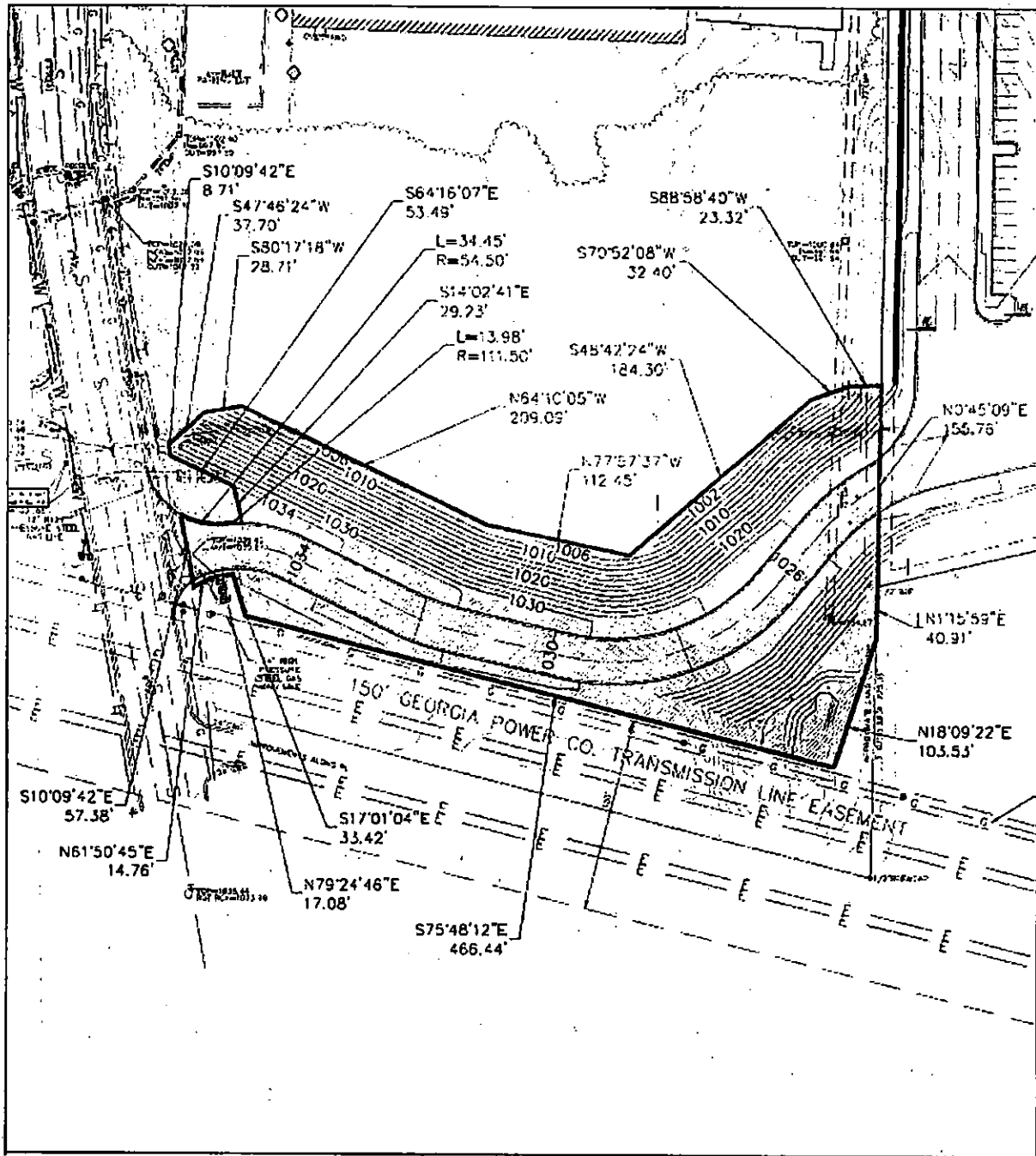


EXHIBIT D-2

[Description of Sign and Landscape Easement Area]

Portion of Tax Parcel 20021400160
0.04 Total Acres

All those tracts or parcels of land lying and being in Land Lot 214 of the 20th Land District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described, with bearings relative to Grid North, Georgia West Zone, as follows:

START at a 1-1/4" iron bar found at the common corner of Land Lots, 205, 206, 213 and 214;

THENCE South 23 degrees 4 minutes 30 seconds West for a distance of 1,433.47 feet to a computed point, said point being the POINT OF BEGINNING.

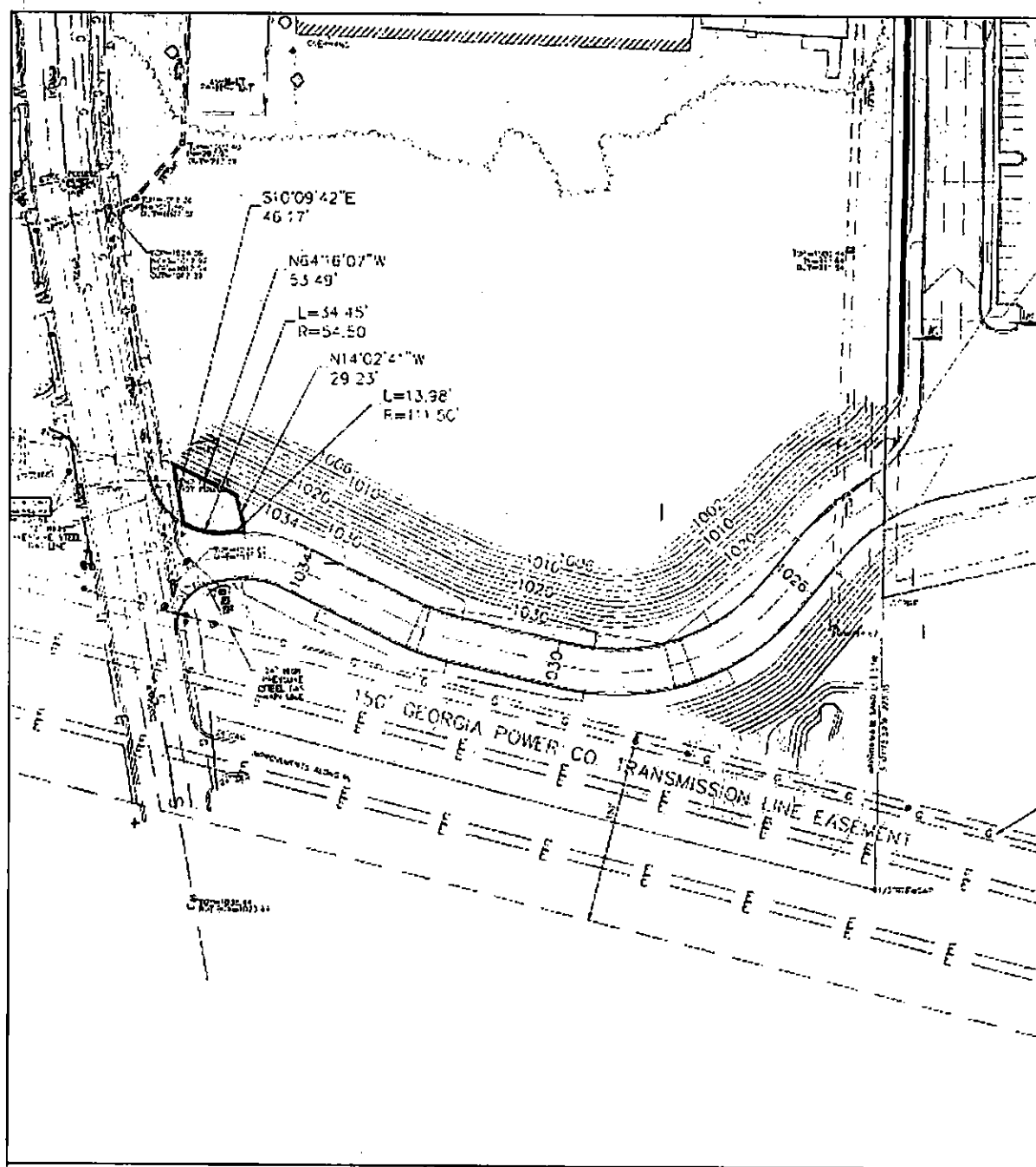
From the POINT OF BEGINNING, proceed South 10 degrees 9 minutes 42 seconds East for a distance of 46.17 feet to a computed point;

THENCE along a curve to the left having a radius of 54.50 feet for an arc distance of 34.45 feet (said arc being subtended by a chord of South 78 degrees 21 minutes 52 seconds East for a distance of 33.88 feet) to a computed point;

THENCE along a curve to the right having a radius of 111.50 feet for an arc distance of 13.98 feet (said arc being subtended by a chord of North 87 degrees 7 minutes 10 seconds East for a distance of 13.97 feet) to a computed point;

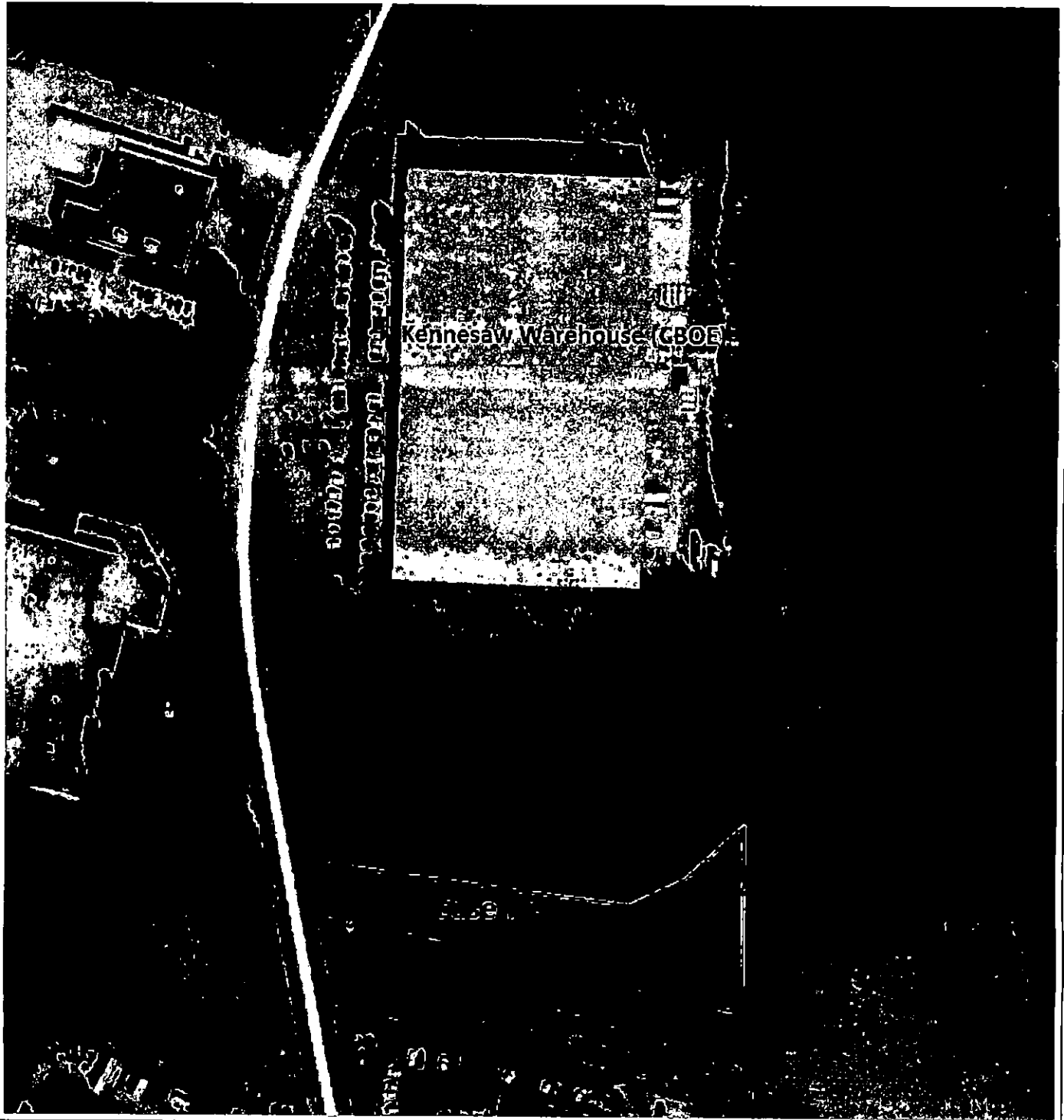
THENCE North 14 degrees 2 minutes 41 seconds West for a distance of 29.23 feet to a computed point;

THENCE North 64 degrees 16 minutes 7 seconds West for a distance of 53.49 feet to a computed point, said point being the POINT OF BEGINNING.





Cobb County Georgia Online Mapping



400.0 0 200.00 400.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1:2,400



THIS MAP IS NOT TO BE USED FOR NAVIGATION

Map Notes:



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Darryl Simmons, Zoning Administrator
Ricky Stewart, Public Works Director
Yared Altaye, Engineer/Project Specialist

To: Mayor and Council

From: Plan Review Committee

Date: October 20, 2020

Subdividing plat submitted by Oakmont Pacolet Acquisitions LLC. for 1630 Stanley Dr. was received and reviewed. This plat identifies the proposed division of property into two tracts. Tract 1 will contain 35.02 acres and will be used for Light Industrial uses. Tract 2 will contain 11.67 acres and will be used for townhome development. All members of the Plan Review Committee have verified said plat and all comments were addressed. The subdividing plat is in compliance and ready for your consideration and approval.

S Banks

Scott Banks, Plan Review Coordinator



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Receipt of the 2020 September crime statistics.
Agenda Comments:	
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
2020 September Crime Statistics	10/15/2020	Backup Material



September 2020 Crime Statistics

Summary

Part 1 crimes year-to-date have decreased by 27% (110) compared to 2019's year-to-date. A vast majority of the crime reported in September 2020 were larcenies (32). This trend is also present in the data collected for crimes reported in August 2020. Larcenies account for nearly 75% of the crimes that have occurred within our jurisdiction year-to-date. Traffic stops during September 2020 resulted in 55% warnings and 45% citations. Year-to-date traffic citations have decreased by 39% (2,361) and traffic warnings have decreased by 52% (3,909).

Crimes	September 2020	August 2020	YTD (01/01/2020) – (09/30/2020)	YTD (01/01/2019) – (09/30/2019)
Aggravated Assault	0	3	13	21
Auto Theft	4	1	31	36
Burglary	3	3	21	20
Homicide	0	0	0	1
Larceny	32	20	221	315
Rape	1	0	6	7
Robbery	0	0	4	6
Total	40	27	296	406

	September 2020	August 2020	YTD (01/01/2020) – (09/30/2020)	YTD (01/01/2019) – (09/30/2019)
Dispatched Calls for Service	862 (-32)	894	7,590 (+4,007)	3,583
Self-Initiated Activity	810 (+38)	772	4,573 (-2,273)	6,846
Traffic Citations	397 (+12)	385	3,715 (-2,361)	6,076
Traffic Warnings*	488 (+65)	423	3,672 (-3,909)	7,581
Arrests*	57 (-5)	62	661 (-443)	1,104

*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
11/2/2020 6:30 PM
Council Chambers**

Title of Item:	Approval of RESOLUTION authorizing an Intergovernmental Agreement (IGA) between the Kennesaw Downtown Development Authority (KDDA) and the City of Kennesaw regarding the Keene Street abandonment.
Agenda Comments:	KDDA received a notice of abandonment and right to purchase regarding the right of way on Keene Street adjacent to the KDDA's property (parcel #20016700730). The KDDA's response to the offer letter is summarized in the attached Intergovernmental Agreement, which contemplates the City transferring the right of way to the KDDA to assist with KDDA's promotion of revitalization and redevelopment of the parcel identified in the agreement. KDDA agrees to dedicate back any future right of way which the City may need for the proposed realignment of Keene Street. KDDA and the Economic Development Director recommends approval.
Funding Line(s)	

ATTACHMENTS:

Description	Upload Date	Type
Resolution	10/30/2020	Resolution
IGA-KDDA City Keene St	10/22/2020	Contract/Agreement

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2020-__, 2020

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE
KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY AND THE CITY OF
KENNESAW REGARDING KEENE STREET ABANDONMENT**

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

WHEREAS, the City, pursuant to its Joint Development Agreements with Keene Street Jv, LLC and Arris Kennesaw, LLC (the "Development Agreement") and its authority to abandon rights-of-way under Georgia law, has begun the abandonment process for a portion of the property on which the right-of-way known as Keene Street is located, within the City of Kennesaw (the "ROW Property"), the legal description of which is attached to this agreement as Exhibit A; and

WHEREAS, KDDA issued a Revenue Bond in connection with the purchase of the Budgetel Extended Stay Hotel in order to promote the orderly attraction and development of business in the downtown City of Kennesaw and is the owner in fee simple of certain real property, more accurately described in the legal description attached to this agreement as Exhibit B, which abuts the ROW Property, and KDDA has the right to acquire the ROW Property; and

WHEREAS, in the interests of promoting industry and commercial development and to serve and benefit the public, the City and the KDDA wish to enter into this agreement for the transfer of the ROW Property under Georgia abandonment laws, for the purposes of developing the ROW Property to promote the KDDA's purposes of revitalization and redevelopment of the central business districts within the City of Kennesaw; and

WHEREAS, the ROW Property resides within the officially adopted boundaries of the KDDA.

NOW, THEREFORE, the Mayor & City Council approve the Intergovernmental Agreement between the Kennesaw Downtown Development Authority and the City of Kennesaw regarding the Keene Street Abandonment.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of November 2020.

ATTEST:

CITY OF KENNESAW:

James Friedrich, Deputy City Clerk

Derek Easterling, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE KENNESAW DOWNTOWN DEVELOPMENT
AUTHORITY AND THE CITY OF KENNESAW**

THIS AGREEMENT, entered into this ____ day of _____, 2020 (“Effective Date”), by and between the **CITY OF KENNESAW, a political subdivision of the State of Georgia wholly within Cobb County, Georgia** (the “City”), acting by and through its duly elected Mayor and Council, and the **KENNESAW DOWNTOWN DEVELOPMENT AUTHORITY** (“KDDA”);

WITNESSETH:

WHEREAS, the KDDA was created to promote the revitalization and redevelopment of the central business districts within the City of Kennesaw and to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce, all as more fully and particularly described in the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq.*, as amended from time to time);

WHEREAS, the City, pursuant to its Joint Development Agreements with Keene Street Jv, LLC and Arris Kennesaw, LLC (the “Development Agreement”) and its authority to abandon rights-of-way under Georgia law, has begun the abandonment process for a portion of the property on which the right-of-way known as Keene Street is located, within the City of Kennesaw (the “ROW Property”), the legal description of which is attached to this agreement as **Exhibit A**;

WHEREAS, KDDA issued a Revenue Bond in connection with the purchase of the Budgetel Extended Stay Hotel in order to promote the orderly attraction and development of business in the downtown City of Kennesaw and is the owner in fee simple of certain real property, more accurately described in the legal description attached to this agreement as **Exhibit B**, which abuts the ROW Property, and KDDA has the right to acquire the ROW Property;

WHEREAS, in the interests of promoting industry and commercial development and to serve and benefit the public, the City and the KDDA wish to enter into this agreement for the transfer of the ROW Property under Georgia abandonment laws, for the purposes of developing the ROW Property to promote the KDDA’s purposes of revitalization and redevelopment of the central business districts within the City of Kennesaw;

WHEREAS, the ROW Property resides within the officially adopted boundaries of the KDDA;

WHEREAS, pursuant to Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia, the City and the KDDA are authorized to enter into intergovernmental agreements,

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties do mutually agree as follows:

STATEMENT OF AGREEMENT

- A. Consistent with the promotion of business and commerce in downtown City of Kennesaw, the City desires to assist with the sale and marketing of the Budgetel property and thereby agrees to transfer by quitclaim deed the ROW Property to the KDDA in consideration of the KDDA's promotion of revitalization and redevelopment of the central business districts within the City.
- B. KDDA agrees to accept the ROW Property in order to further its purpose of promoting the revitalization and redevelopment of the central business district within the City; however, KDDA agrees that it shall dedicate back any future right of way which the City may need for the proposed road realignment.
- C. Both the City and the KDDA agree that this transfer is in the best interest of the public and promotes the general welfare of the citizens of Kennesaw and promotes revitalization and redevelopment of the central business districts within the city, trade, commerce, and employment opportunities, while contributing the development of existing industry, trade, and commerce.

AUTHORITY.

Each party represents that it has the authority to enter into this Agreement and that each party's governing body has authorized, by proper action, the execution and delivery of this Agreement.

NO WAIVER OF IMMUNITY.

Nothing contained in this Agreement shall be construed to be a waiver of sovereign immunity for either party or qualified or official immunity for any government official or employee acting on behalf of either party.

NO WAIVER.

No failure of either party hereto to exercise any rights or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, or its terms and conditions, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

GOVERNING LAW AND CONSENT TO JURISDICTION.

This Agreement and any and all rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflict of law.

ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representatives, negotiations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties' duly authorized representatives.

FORCE MAJEURE.

Neither party shall be deemed in violation of this Agreement if either is prevented from performing its respective obligations hereunder for any reason beyond its control, including, but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods or catastrophic failure of public transportation, so long as said party diligently proceeds to perform such obligations after and at the end of any such event; provided, however, that nothing herein shall relieve or be construed to relieve the parties from performing their obligations hereunder in the events of riots, rebellions, or legal strikes.

NO PARTNERSHIP.

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties, nor to impose any partnership obligations or liabilities on any party. Furthermore, no party shall have any right, power or authority to enter into any agreement or undertaking of or on behalf, to act as or be an agent or representative of, or to otherwise bind the other party to this Agreement.

SEVERABILITY.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

COMPLIANCE WITH APPLICABLE LAWS.

The parties shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and professional codes relating to the terms and obligations of this Agreement or which may in any manner govern or affect the obligations and undertakings specified in this Agreement.

EFFECT OF TERMINATION.

The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.

COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

RECITALS

The recitals at the beginning of this agreement are incorporated herein by express reference.

NOTICES.

Whenever notice shall or may be given by one party to the other, each such notice shall be made by personal delivery (via commercial courier or otherwise) or certified mail, return receipt requested, addressed as follows:

If to the City:

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

and

Randall Bentley, Sr.
City Attorney, City of Kennesaw, Georgia
Bentley, Bentley & Bentley
241 Washington Avenue
Marietta, Georgia 30060

If to KDDA:

Luke Howe, Director Economic Development
2529 J. O. Stephenson Ave
Kennesaw, GA 30144

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the dates set forth above.

KENNESAW DOWNTOWN
DEVELOPMENT AUTHORITY

Witness:

By: _____
Mark Allen, Chair
Kennesaw Downtown Development
Authority

Sworn to and subscribed before me
this ____ day of _____, 2020.

Notary Public (NOTARY SEAL)

CITY OF KENNESAW, GEORGIA

Witness:

By: _____
Derek Easterling, Mayor
City of Kennesaw, Georgia

Sworn to and subscribed before me
this ____ day of _____, 2020.

Attest:

City Clerk

Notary Public (NOTARY SEAL)

(CITY SEAL)

EXHIBIT A

Written Description:

Summers St Project- Right of Way Abandonment, Tract 3

All that tract or parcel of land lying and being in Land Lots 166 and 167 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at the intersection of the westerly right of way of Burrell Court (40' right of way) and the southerly right of way of Keene Street (40' right of way); thence leaving said westerly right of way and along said southerly right of way the following courses and distances: S55°37'27"W for a distance of 114.73 feet to a point; 155.02 feet along the arc of a curve to the right, said curve having a radius of 221.44 feet and being subtended by a chord of S75°29'25"W, 151.87 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;

thence continue along said southerly right of way the following courses and distances: S19°44'27"W for a distance of 4.58 feet to a 1/2" rebar found; N80°50'09"W for a distance of 196.98 feet to a point; 144.76 feet along the arc of a curve to the left, said curve having a radius of 321.06 feet and being subtended by a chord of S87°05'29"W, 143.54 feet to a point; thence leaving said southerly right of way N14°15'20"W for a distance of 24.83 feet to a nail set; thence 137.62 feet along the arc of a curve to the right, said curve having a radius of 341.06 feet and being subtended by a chord of N85°24'18"E, 136.69 feet to a point; thence 17.45 feet along the arc of a curve to the right, said curve having a radius of 341.06 feet and being subtended by a chord of S81°34'10"E, 17.45 feet to a point; thence S80°55'24"E for a distance of 196.32 feet to a point; thence S05°04'48"W for a distance of 21.34 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract of parcel of land contains 0.203 acres.

EXHIBIT B

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in land lots 166 and 167, District 20, Section 2, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (1/2" rebar) located at the intersection of the southeasterly right of way of Dobbs Drive (40' R/W) with its intersection of the northeasterly right of way of North Cobb Parkway (A.K.A Highway 41)(115' from the centerline of highway 41). Thence along the southeasterly right of way of Dobbs Drive N 66°40'51"E a distance of 201.32 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence continuing along the southeasterly right of way of Dobbs Drive N 67°33'30"E a distance of 120.40 feet to a point.

Thence 177.71 feet along the arc of a curve in a clockwise direction (said curve having a radius of 335.59' and a chord of N 34°38'30"E – 175.64') to a point;

Thence S 32°40'45"E a distance of 196.98 feet to an iron pin found (5/8" rebar);

Thence leaving said right of way S 17°53'51"W a distance of 75.54 feet to a point;

Thence S44°01'15"W a distance of 481.39 feet to a point on the northeasterly right of way of North Cobb Parkway;

Thence along the northeasterly right of way of North Cobb Parkway N 45°20'00"W a distance of 181.48 feet to a point;

Thence leaving said right of way N 44°55'46"E a distance of 185.32 feet to an iron pin found (5/8" rebar);

Thence N 45°49'53"W a distance of 175.12 feet to a point on the southeasterly right of way of Dobbs Drive and the point of beginning

Said tract containing 2.67 acres as shown hereon

TOGETHER WITH THAT CERTAIN Declaration of Easements by The Extended Stay In Kennesaw LLC, a Georgia limited liability company, dated January 19, 2016, recorded in Deed Book 15307, Page 4438.



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

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



**Regular Meeting Agenda
11/2/2020 6:30 PM
Council Chambers**

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